CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH RAFTELIS FINANCIAL CONSULTANTS, INC.
AGREEMENT NUMBER ________

This "Agreement" is made as of this ____day of_______________, 2025, by and between the City of Santa Rosa, a municipal corporation ("City"), and RAFTELIS FINANCIAL CONSULTANTS, INC., a stock corporation ("Consultant").

RECITALS

A. City desires to partner with a professional firm to perform an Organization and Staffing Assessment, ensuring that its structure, staffing, and internal operations align with its strategic goals.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services") Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit A. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit A.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of two hundred sixty-seven thousand and three hundred dollars and no cents ($267,300.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 040100-5320.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement. any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:	Consultant Representative:
Maraskeshia Smith City Manager 100 Santa Rosa Avenue, Room 10 Santa Rosa, CA 95404 707-543-3010	Jonathan Ingram Raftelis Financial Consultants, Inc 611 Wilshire Blvd, Suite 200 Los Angeles, CA 90017 513-430-2887

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control and intended by Consultant as a deliverable hereunder. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than March 31st, 2026.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California, as of the time and at the location the services are provided. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, as of the time and at the location the services are provided, and shall be provided in accordance with any schedule of performance. In providing the services hereunder, Consultant may rely on all data and information provided by or on behalf of City. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that 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 written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq*., comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements**. The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act

and the City's Conflict of Interest Code:
____ yes __X__ no *(check one)*

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

(1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and

(2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City unless disclosure is compelled by legal process. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, Photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder (unless such failure materially prejudices Consultant), which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the

Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing Stock Corporation - Out of State - Stock, formed and in good standing under the laws of the State of North Carolina, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: RAFTELIS FINANCIAL CONSULTANTS, INC

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
__X__ Corporation
_____ Limited Liability Company
_____ Other (please specify: ___________)

Signatures of Authorized Persons:

By: ___ Jonathan R. Ingram ___________

Print Name: Jonathan Ingram

Title: Vice President

Signatures of Authorized Persons:
By: ______________
Print Name: Peter A. Brandt
Title: President/CEO
By: ______________
Print Name: Elaine Conti
Title: Executive Vice President

CITY OF SANTA ROSA
a Municipal Corporation

By:_______________________________

Print Name: Mark Stapp

Title: Mayor

APPROVED AS TO FORM:

____
Office of the City Attorney

ATTEST:

____
City Clerk

Attachments:
Attachment One - Insurance Requirements
Exhibit A - Scope of Services
Exhibit B – Compensation
Exhibit C – Certificate of Insurance

ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1.	Commercial general liability	$ 1 million per occurrence $ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. **Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence**.
2.	Business auto coverage	$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $ 1 million per accident for bodily injury and property damage.
3.	Professional liability (E&O)	$ 1 million per claim $ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4.	Workers' compensation and employer's liability	$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:

a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,

b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy**. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above $10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit A

RAFTELIS

City of Santa Rosa

Organizational and Staffing Assessment

REVISED PROPOSAL / JULY 3, 2025

RAFTELIS

August 4, 2025

City of Santa Rosa, 100 Santa Rosa Avenue, Santa Rosa, CA 95404

Subject: Proposal for Organizational and Staffing Assessment

Dear Members of the Selection Committee:

We are pleased to submit this proposal to conduct an Organizational and Staffing Assessment for the City of Santa Rosa (City). We understand that this effort is a critical step in aligning the City's organizational structure, staffing levels, and internal systems with its strategic priorities—particularly in the areas of fiscal sustainability, effective service delivery, infrastructure stewardship, and long-term organizational resilience.

Our team brings a deep understanding of the complex operating environment facing local governments today, including the ongoing need to deliver high-quality services while navigating limited resources, workforce challenges, and increasing public expectations. We understand that this assessment must do more than identify best practices—it must deliver practical, implementable solutions that reflect the realities of Santa Rosa's departments, workforce, and community.

Raftelis specializes in helping local governments take a clear-eyed look at their current operations and chart a thoughtful, actionable path forward. Our team includes former city managers, finance directors, department heads, and strategic planning experts who have helped cities across the country realign their operations to meet evolving needs. We know what it takes to move from analysis to action—and how to do so in a way that earns the trust of both employees and residents.

We are excited about the opportunity to support Santa Rosa in this important work. Our approach will not only identify where efficiencies can be gained but also where targeted investments, operational improvements, or service delivery changes may be needed to ensure long-term sustainability. Equally important, we will assess whether internal support departments are positioned to enable success across the organization. Our goal is to provide you with clear, evidence-based recommendations that are tailored to local priorities, grounded in financial and operational context, and designed to be implemented with confidence.

We are proud to submit this proposal and look forward to the opportunity to work alongside City leadership and staff. I am authorized to bind the firm, and this proposal will remain valid for 90 days. Please don't hesitate to contact me with any questions.

Sincerely,

Jonathan Ingram, *Vice President*
P: 513.430.2887 / E: jingram@raftelis.com

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Cover Photo courtesy of Sarah Stierch (Flickr)

RAFTELIS CHARITABLE GIFT FUND

Making our world better

The Raftelis Charitable Gift Fund allocates profits, encourages employee contributions, and recognizes time to charitable organizations that support:

- Access to clean water and conservation
- Affordability
- Science, technology, and leadership

Raftelis is investing in improved telecommunication technologies to reduce the firm's number one source of carbon emissions—travel.

DEI@ RAFTELIS

Diversity and inclusion are an integral part of Raftelis' core values.

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.

BACKGROUND AND PROJECT SUMMARY

Background and Project Summary

The City of Santa Rosa is seeking a knowledgeable and thoughtful consulting partner to conduct an organizational and staffing assessment that strengthens how the City delivers services to its residents. This engagement comes at a critical time—one in which the City must ensure that its structure, staffing, processes, and systems are aligned with evolving community needs, operational demands, and long-term fiscal constraints. As Santa Rosa continues to navigate growing service expectations, workforce challenges, and infrastructure responsibilities, it is essential that its service delivery model remains both effective and financially sustainable.

Santa Rosa, with a population of over 178,000, is located in California's Sonoma County, north of the Bay Area. Home to wineries and lush landscapes, the City boasts thriving tourism, high-tech manufacturing, and retail. Recovering from the devastating Tubbs Fire in 2017, the City continues to see growth and development and has been challenged by some public safety and public health concerns in recent years. The City is now facing projected budget deficits and is seeking a course correction to address this concern.

This assessment offers an opportunity to examine how work is organized, how resources are allocated, and how the City can adapt its operations to meet strategic priorities with clarity and confidence. Our work will help the City identify where operational efficiencies can be realized, where strategic investments may be warranted, and where service levels or delivery strategies may need to evolve to ensure organizational resilience and long-term affordability.

METHODOLOGY

Methodology

Our team brings deep experience supporting local governments across California and the country, including communities managing structural deficits, workforce constraints, and cross-departmental transformation. We specialize in helping public agencies identify practical, implementable strategies to strengthen operations within their existing fiscal and organizational capacity. We understand that the best recommendations are not just analytically sound—they are also actionable, locally tailored, and aligned with the values and vision of the organization and community.

Achieving balance – Raftelis understands that leading an organization is about balancing levels of service, risks, and costs.

We are known for our respectful, inclusive, and collaborative approach. We listen carefully, engage thoughtfully with staff and stakeholders at all levels, and prioritize relationship-building throughout the engagement. Rather than relying on off-the-shelf templates or assumptions, we take a custom approach—grounded in stakeholder input, operational realities, and best practices—to deliver solutions that the City can implement and sustain.

We are excited about the opportunity to support the City of Santa Rosa at this important juncture. Our team brings hands-on experience with nearly every facet of municipal operations—from capital-intensive functions like Public Works and Water to people-centered departments such as Housing, Recreation, and Community Development to internal service areas like Finance, Human Resources, and Information Technology. We approach our work with humility and respect, and we are committed to partnering with the City to create a path forward that balances fiscal responsibility, service quality, and organizational well-being.

Our team has deep experience working with local governments across the country, including communities facing fiscal challenges, organizational transition, and increasing service demands. We specialize in helping public agencies assess and improve operations within the practical constraints of their current budgets, workforce, and systems. We believe that the best solutions can be implemented—and sustained—by the organization and accepted by the community it serves.

We are known for our ability to listen deeply, engage respectfully, and work collaboratively with staff at all levels. We do not rely on generic templates or one-size-fits-all recommendations. Instead, we take a tailored approach—grounded in data, best practices, and stakeholder input—to develop practical, actionable strategies that strengthen internal operations, improve service delivery, and support long-term organizational health.

To complete this work, our team will apply a project approach, focusing on these specific objectives using our "Six R" approach. This involves soliciting and collecting information on City **Responsibilities**, **Resources**, **Requirements**, and **Results** in order to identify possible organizational and operational **Recommendations** with an associated **Roadmap** to implement positive change. This approach is depicted in the graphic below.

Responsibilities – What drives the need for your services? It might be the organization's vision, mission, Federal, State, local ordinance, or community service standards or expectations. We review these drivers to better understand service level constraints and opportunities for change.

Resources – What assets are available to achieve your responsibilities? These may include time, human resources, staffing, management capacity, financial position, contractual services, technology, and equipment and facilities. We assess the adequacy of these resources based on the service level expectations.

Requirements – What direction is provided to staff? The method by which staff approach service delivery is often guided by laws, codes, policies, and procedures or informal mechanisms like past practices or on-the-job training. These sources provide staff with direction on how they approach tasks and complete their work. We review these business processes to determine opportunities for improvement.

Results – What are the outcomes of your services? Our approach connects your responsibilities, resources, and requirements with the outcomes expected of your services. We assess measures of efficiency and effectiveness to assist in data-driven decision-making.

Recommendations – Are there opportunities for improvement? Based on our qualitative and quantitative analysis of your programs and services, we develop recommendations for improving organizational performance. These changes can range from high-level considerations (i.e., should we be in this business?) to strategic issues (i.e., should we consider alternative service sources?) to tactical issues (i.e., how can we improve the productivity, efficiency, and effectiveness of the activity or service?).

Roadmap – How do we get there? We develop a plan that will guide the organization through the implementation of the recommendations for improvement. The Roadmap offers the recommended priority order of implementation, suggestions for phasing, and key milestones for success. It also serves as a valuable tool for the organization and the community to promote accountability and communicate progress toward implementation.

THE FOLLOWING DETAILS THE PROPOSED WORK PLAN FOR THE CITY.

Activity 1: Project Initiation

We will initiate this engagement by meeting with the City of Santa Rosa's project leadership team to clarify expectations, review the project framework, and finalize the work plan and timeline. This kick-off meeting will include the City Manager, Assistant City Manager, and key department heads from across the organization to ensure early alignment, transparency, and shared ownership of the assessment process.

During this initial session, we will seek to understand the City's vision for the project, including strategic priorities, operational concerns, and what success looks like from the perspective of senior leadership. We will confirm communication protocols, identify internal coordination needs, and agree on any departments, functions, or cross-cutting issues that warrant early or deeper focus. The outcome of this session will be a refined engagement plan, aligned expectations, and a strong foundation for collaboration across departments.

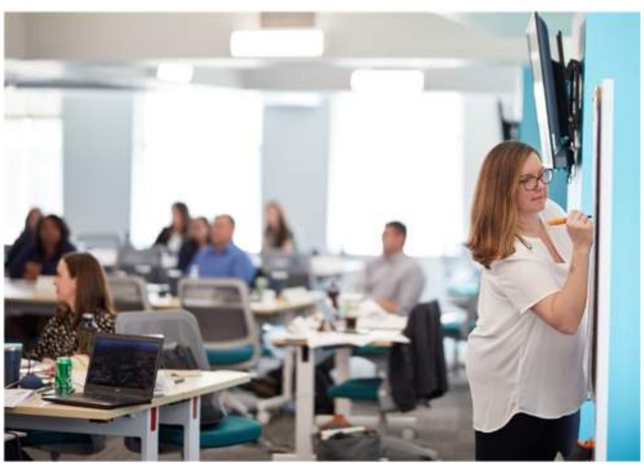
Following the kick-off, we will issue an initial data and documentation request to the City. This request will be tailored to each department's operational context. These foundational materials will support early analysis and help shape how we engage departments in the weeks that follow.

To complement this review, we will conduct one-on-one interviews with each member of the Santa Rosa City Council and the senior leadership team. These conversations will explore strategic priorities, operational challenges, long-term goals, and expectations for how the organization must adapt to meet both fiscal realities and community needs. These interviews will help ensure our assessment is grounded in the local context and responsive to the specific goals and values of Santa Rosa's leadership.

Throughout the project, we will maintain a close and responsive partnership with the City's project team. We will provide regular updates through monthly virtual check-ins, written status reports, and informal communications as needed. These touchpoints will allow us to share progress, troubleshoot emerging issues, and ensure continued alignment on scope, timing, and deliverables.

Activity 1 Meetings	Activity 1 Deliverables
• Virtual kickoff meeting • In-person Project Charter Workshop • In-person or virtual 1-1 meetings with Mayor and City Council • In-person or virtual 1-1 meetings with the City's leadership team	• Kick-off meeting agenda and facilitation • Initial data/document request • Final project schedule • Project Charter Workshop briefing materials • Summary of Project Charter Workshop

Activity 2: Staff and Stakeholder Engagement and Issue Identification



Building a complete picture of the City of Santa Rosa's organizational performance requires insight not only from documents and data but also from the people who plan, manage, and deliver services each day. This phase of the assessment is centered on listening—to department leaders, frontline staff, City Councilmembers, community partners, and others who experience the City's operations firsthand. Their perspectives will help us understand how Santa Rosa's structure, staffing, and systems support—or, in some cases, constrain—effective and efficient service delivery.

Our engagement efforts will explore organizational design, staffing models, roles and responsibilities, workflows, professional development, internal collaboration, and the practical realities of day-to-day operations. These insights will ground our recommendations in lived experience and help ensure that proposed changes are not only well-reasoned but implementable and responsive to the City's context.

We recognize that Santa Rosa's focus departments—particularly Transportation and Public Works, Recreation and Parks, and Housing and Community Services—represent a large share of the City's workforce and deliver services that directly impact the daily lives of residents. These departments face unique challenges related to staffing, scheduling, infrastructure, regulatory compliance, and public-facing service demands. Our approach will reflect the operational complexity and interdepartmental interdependencies that define their work.

To develop a well-rounded understanding of how Santa Rosa's departments operate—and how they can improve—we will engage staff, leadership, and stakeholders through a structured and collaborative process. This will include interviews, focus groups, onsite observations, document review, and targeted outreach to external partners and service users.

This activity is essential to identifying not only process and structural issues but also the cultural, relational, and operational dynamics that shape how the City works—and how it can improve.

Leadership and Staff Interviews

We will begin by conducting structured interviews with department directors, managers, and key personnel across Transportation and Public Works, Recreation and Parks, and Housing and Community Services. These interviews will help us develop a foundational understanding of each department's mission, operational workload, staffing model, service priorities, and management systems. We will also review organizational charts and functional roles during this process.

To ensure a complete picture of the organization, we anticipate interviewing individuals at all levels, from line staff to department heads and City leadership. This may include a combination of individual and small group interviews.

Onsite Observations

Our team will conduct site visits to allow us to observe work environments, understand how space and resources are used, and how services are delivered to the public. These visits will also help us understand the physical and operational context in which employees work daily.

Stakeholder Engagement

City services affect—and are shaped by—a broad network of external stakeholders. We will engage with key external groups to better understand how City departments are perceived, how services are accessed, and where gaps or opportunities may exist.

This engagement may include:

- Community partners and service recipients (e.g., neighborhood associations, nonprofits, and advocacy groups)
- Business leaders and developers with frequent interaction with departments
- Partner agencies such as county-level emergency services, utilities, regional planning entities, or educational institutions
- Contractors and vendors who support City operations or infrastructure projects

Engagement methods will include interviews, virtual or in-person focus groups, and brief listening sessions, depending on the stakeholders' availability and preferred format. We will work with the City to identify key participants and schedule sessions accordingly.

Document and Data Review

We will carefully review and analyze all information collected in Activity 1 and request any additional information from departments that will assist with our review and analysis.

For each City department, we will develop a comprehensive Core Service Inventory that clearly identifies and documents the essential services, programs, and operational functions delivered to the community. This inventory will serve as a foundational resource for understanding how the City allocates resources, delivers services, and prioritizes activities across departments.

We will create program-level organizational charts, staffing tables, and budget summaries for each department and its major divisions. These tools will help illustrate how personnel, funding, and organizational structures align with service delivery responsibilities. Each program or functional area will be described in terms of:

- Its purpose and scope
- The core activities it performs
- Assigned staffing levels
- Allocated budget resources
- The current and targeted service level goals or performance expectations, as available

Service level goals may be based on a range of sources, including national or regional best practice standards, peer benchmarks, or internal targets. We will reference guidelines and frameworks from a broad spectrum of professional organizations—such as the International City/County Management Association (ICMA), the Government Finance Officers Association (GFOA), the National Recreation and Park Association (NRPA), the American Planning Association (APA), and other discipline-specific associations relevant to the City's services. We will also consider locally defined expectations shaped by the City's strategic plan, City Council directives, departmental leadership, community priorities, or regulatory requirements at the state or federal level.

Using both quantitative data and qualitative input gathered through interviews and documentation review, we will evaluate whether departments are currently meeting these service-level goals. Where there are performance gaps, resource limitations, or process inefficiencies, we will identify and document them.

We will also develop an initial issues summary for each department, identifying challenges or barriers that affect the City's ability to meet service expectations. These may include structural, staffing, operational, technological, or regulatory constraints. Issues will be organized thematically and reviewed with the City's project team in a virtual meeting. Issues and focus areas will be refined based on the City's feedback and will inform deeper analysis in subsequent phases of the project.

Activity 2 Meetings	Activity 2 Deliverables
• Two days of staff interviews and focus groups • One day of stakeholder focus groups • Virtual initial issues summary review meeting	• Initial issues summary for each department

Activity 3: Departmental Operations and Service Level Assessments

Following our engagement with City staff, leadership, and stakeholders—and informed by the review of documents, budget data, and performance metrics—we will undertake a focused, data-informed assessment of Santa Rosa's core departments and functional areas. Our objective in this phase is to identify practical, high-impact opportunities to improve organizational alignment, streamline operations, and ensure staffing models are responsive to service demands and fiscal realities. This phase will yield detailed departmental assessments that analyze organizational structure, staffing levels, workflows, service delivery, and performance management systems. These assessments will integrate both qualitative insight and quantitative evidence and will be guided by Raftelis' 6R methodology—ensuring a consistent yet tailored evaluation across the departments included in the study.

Each department and major function will be evaluated using a structured and transparent framework aligned with the City's strategic goals, operational priorities, and the scope defined in the RFP. While our review will draw from national best practices and professional standards, it will also reflect the distinctive context, constraints, and expectations present in Santa Rosa.

We recognize that departments such as Transportation and Public Works, Recreation and Parks, Housing and Community Services, and Planning and Economic Development operate with complex mandates that span regulatory compliance, direct service delivery, infrastructure management, and community engagement. These departments must balance limited resources with increasing expectations, aging infrastructure, and service delivery models that often involve multiple layers of coordination.

Organizational Design and Structure

We will evaluate the structure and alignment of each department to understand how current organizational models impact service delivery, internal coordination, and decision-making. Our assessment will focus on several key elements of organizational design:

- **Clarity of Roles and Accountability:** We will examine reporting lines, spans of control, and delegation of authority to ensure responsibilities are well-defined and aligned with operational needs.

- **Functional Alignment:** We will assess whether programs and teams are logically grouped and whether current divisions or reporting structures support efficiency and effective service delivery.
- **Mandated vs. Discretionary Services:** We will distinguish between legally required or policy-driven functions and discretionary functions, providing context for prioritization in a resource-constrained environment.
- **Staffing and Workload Management:** Using workload data, service demand indicators, and comparative benchmarks, we will evaluate staffing sufficiency, gaps, and workload balance within and across departments.

People and Culture

Through the employee survey, interviews, and focus groups, we will develop a well-rounded understanding of the City's organizational culture, talent infrastructure, and employee experience. Specific focus areas will include:

- **Communication and Collaboration:** We will assess how information flows within departments and across functions—and where breakdowns may impact efficiency or morale.
- **Talent Alignment:** We will evaluate whether current position classifications, roles, and staffing models are aligned with operational realities and departmental goals.
- **Retention, Engagement, and Morale:** We will identify factors influencing turnover, burnout, and job satisfaction, including workload, training access, supervisory support, and workplace climate.
- **Professional Development:** We will assess the availability and accessibility of training, mentorship, and career development opportunities—and their alignment with workforce needs and organizational goals.

Operations, Service Delivery, and Customer Experience

We will evaluate core operational processes and how effectively each department delivers services to internal and external customers. Our approach incorporates Lean/Six Sigma principles to identify inefficiencies and promote continuous improvement. Focus areas will include:

- **Process Efficiency and Workflow Design:** We will examine key work processes to assess alignment with customer value, public benefit, and service expectations. Our recommendations will aim to reduce unnecessary complexity and free staff capacity for higher-impact work.
- **Customer Service:** We will assess how customer service is defined, measured, and prioritized across departments, including equity in service delivery.
- **Program Execution:** Our team will evaluate how success is measured and reported for departmental programs and services, identifying opportunities to improve feedback loops and accountability.
- **Support Systems:** We will assess the effectiveness of support systems such as Information Technology, Procurement, and Human Resources in enabling departments to deliver services efficiently.

- **Financial and Budgetary Management:** Using the Government Finance Officers Association (GFOA) standards as a framework, we will assess internal financial processes and resource planning practices.
- **Coordination and Collaboration:** We will evaluate intra- and inter-departmental collaboration, identifying silos or redundancies that could be addressed through better alignment or shared systems.
- **Continuous Improvement Practices:** We will assess how departments identify, share, and act on opportunities for improvement and what tools or training could further develop a culture of innovation and learning.
- **Performance Measurement:** We will review the presence and quality of performance measures, assessing whether they are aligned with goals and used to support decision-making and operational improvement.

Benchmarking and Peer Comparisons

To provide additional context and insight, we will conduct a targeted benchmarking analysis comparing Santa Rosa's service levels, staffing models, and organizational structures with up to five carefully selected peer jurisdictions. This comparison will offer a view into alternative approaches, highlight emerging practices, and help identify areas of relative strength or opportunity. This benchmarking will be targeted rather than general to inform opportunities relevant to Santa Rosa's unique service delivery requirements. Benchmarking will draw on publicly available data, best practice guidelines, and our proprietary databases and sector knowledge. Peer cities will be selected based on similar characteristics such as population, budget, service offerings, and regional context.

Financial Context

This assessment will be undertaken with full recognition of the City's long-term fiscal constraints and ongoing structural budget challenges. Every recommendation will be evaluated for financial feasibility and implementation capacity. While some opportunities may require targeted investment in staffing, technology, or business systems, we will place a strong emphasis on identifying cost-neutral or efficiency-driven changes wherever possible. We will also assess opportunities for shared services, realignment of responsibilities, or service delivery alternatives to reduce costs and improve sustainability.

Actionable Recommendations

At this point in the project, our project team will have conducted interviews, focus groups, field observations, and related data collection and document review in order to identify potential opportunities for the City and its departments.

Based on the insights from our assessment, stakeholder feedback, and benchmarking, we will develop a set of tailored, actionable recommendations for enhancing the City's service delivery, operational efficiency, and organizational resilience.

Our team will conduct a virtual meeting to review our preliminary observations and recommendations with the City. These will be designed to clarify the roles, responsibilities, and authority of management staff, eliminate duplication and overlap of responsibilities, improve delivery time and quality of service, and improve communications within between departments. Recommendations will be focused on:

- Structural or functional realignment
- Staffing adjustments and workload balance
- Streamlining or improving processes
- Expanding professional development opportunities
- Enhancing technology or support systems
- Strengthening performance measurement and use of data
- Improving internal and external customer experience
- Advancing interdepartmental coordination and continuous improvement
- Aligning service level expectations and service delivery frameworks within available resources

Additional follow-up on issues or analysis will be conducted as needed.

Activity 3 Meetings	Activity 3 Deliverables
• Virtual preliminary observations and recommendations meeting	• Preliminary observations and recommendations PowerPoint slide deck

Activity 4: Prepare Project Reports and Support Implementation Planning

Once we have shared our preliminary findings and draft recommendations with the City and received feedback, we will prepare a comprehensive draft report that documents the results of the assessment. This report will serve as both a reflection of the City's current state and a practical Roadmap for moving forward. It will begin with an executive summary that highlights key findings and prioritizes recommendations most critical to achieving organizational alignment, operational efficiency, and financial sustainability.

The report will include detailed departmental assessments that outline strengths, challenges, and opportunities for improvement in each area studied. These will be accompanied by summaries of our engagement efforts—highlighting what we heard from City staff, community stakeholders, and elected officials—as well as relevant examples of best practices and peer benchmarking to provide external context for the City's performance and organizational design.

To support implementation, we will develop a comprehensive Implementation Action Plan Roadmap. This Roadmap will organize the recommendations into short-, medium- and long-term priorities. It will include the rationale for each recommendation, suggested sequencing, responsible parties, estimated timelines, and, where possible, resource or cost implications. This practical tool is designed to support decision-making and help the City manage change in a phased, coordinated, and financially responsible manner.

To further assist with translating the assessment into action, we will facilitate a one-day, in-person Change Management Strategy Workshop with key City staff and internal service departments. During this session, we will work together to review and refine priorities, identify quick wins, and align the recommendations with the City's broader operational goals and strategic initiatives. This session will introduce and apply the Prosci ADKAR® model, which focuses on five key building blocks of successful change: Awareness, Desire, Knowledge, Ability, and Reinforcement.

The goal of this session is to foster alignment around the path forward, empower departmental leaders to take ownership of implementation and ensure that change efforts are coordinated, inclusive, and supported at all levels of the organization.

The engagement will conclude with a final presentation of our findings and recommendations to the City Manager and, if desired, the City Council. This presentation will be tailored to the audience and structured to support understanding, transparency, and momentum toward implementation.

Activity 4 Meetings	Activity 4 Deliverables
• Virtual draft report review meeting • Change Management Workshops • In-person final presentation	• Draft and final project report • Implementation Action Plan Roadmap • Change Management Workshop planning materials • Final presentation PowerPoint slide deck

Optional Activity 5: Expanded Departmental Assessment – City's Attorney's Office, Water and Information Technology

At the City's discretion, the scope of this engagement may be expanded to include detailed assessments of the **Water Department, Information Technology Division, and the City Attorney's Office**. While not included in the base scope, these departments play vital roles in ensuring the City's legal, operational, and digital infrastructure functions effectively, compliantly, and in alignment with Santa Rosa's strategic goals.
Should the City opt to include any of these departments, we will apply the same structured methodology, analytical rigor, and engagement process used in the core assessment. This will ensure consistency across findings and allow for cross-departmental comparisons, integration of insights, and development of shared implementation strategies where appropriate.

Water Department

As a public utility responsible for providing essential services, the Water Department requires specialized operational, regulatory, and capital planning expertise. Our team understands the complexities of utility governance, long-term infrastructure maintenance, and ratepayer accountability.

Our review of the Water Department would focus on:

- Organizational structure and role clarity within divisions (e.g., operations, engineering, customer service)
- Staffing levels and alignment with regulatory compliance, capital planning, and maintenance needs
- Coordination across departments on shared assets and infrastructure
- Service reliability, customer response, and field technology use
- Benchmarking against peer utilities for staffing, service levels, and cost efficiency

Information Technology (IT)

Information Technology underpins the City's ability to modernize services, operate efficiently, and maintain security and data integrity. As digital service expectations grow, so does the importance of IT as a strategic partner across all departments.

Our IT assessment would explore:

- Governance structure and alignment with Citywide priorities
- Internal service delivery, support systems, and helpdesk operations
- Staffing adequacy for cybersecurity, application support, and system integration
- Contracted services and vendor management practices
- Role of IT in supporting innovation, remote work, and digital access for residents

Each of these departments will be assessed through a tailored version of our core framework, incorporating engagement with departmental staff, leadership interviews, benchmarking, and operational reviews. We will deliver department-specific findings and recommendations, as well as integrate them into the broader Implementation Action Plan Roadmap. This optional task can be added as a standalone expansion or as part of a phased implementation, depending on the City's needs, priorities, and available resources.

City Attorney's Office

The City Attorney's Office (CAO), as a City Council-appointed and independently governed function, plays a critical role in upholding the City's legal integrity and supporting internal departments through litigation, advisory services, and risk mitigation. Given its unique governance structure, the CAO assessment will be conducted as a **discrete and parallel engagement**, with its own **project management structure and dedicated deliverables**.

This approach is designed to honor the **Division of Responsibilities** and reinforce the CAO's role as an **independent authority**. The assessment will include:

- Evaluation of organizational structure, staffing model, and service delivery across core legal functions
- Development of a Core Service Inventory and targeted benchmarking (e.g., case volume, workload distribution, litigation activity)

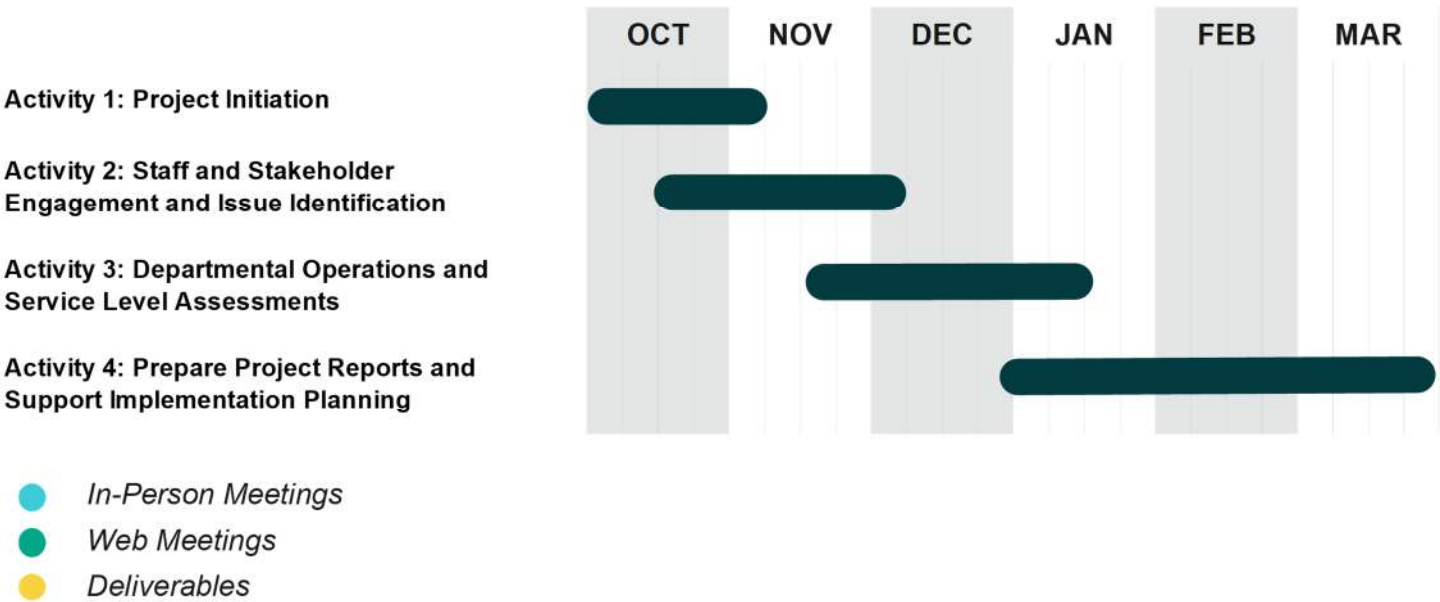
- Review of internal client service approaches, outside counsel use, and legal technology systems
- Stakeholder and staff engagement to identify operational strengths and areas for improvement
- Tailored recommendations to improve legal service delivery, align resources with demand, and strengthen organizational capacity

The CAO will receive a **separate written report and Implementation Action Plan Roadmap**, and its project activities will be managed in coordination with—but independently from—the broader Citywide assessment effort.

Each of these departments will be assessed using a tailored version of our core framework, incorporating staff engagement, benchmarking, operational review, and data analysis. Department-specific findings and recommendations will be delivered separately, and—where appropriate—integrated into the broader Implementation Action Plan Roadmap. This optional task can be added as a standalone expansion or phased in based on City priorities and available resources.

Timeline

A proposed project schedule is provided below. We expect to review and refine this with the City during Activity 1.



QUALIFICATIONS

Qualifications

RAFTELIS: HELPING LOCAL GOVERNMENTS AND UTILITIES THRIVE.

Since our founding in 1993, local government and utility leaders have partnered with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 700 organizations in the last year alone. We provide trusted advice, and our experts include former municipal and utility leaders with decades of hands-on experience running successful organizations. People who lead local governments and utilities are innovators—constantly seeking ways to provide better service to the communities that rely on them. Raftelis provides management consulting expertise and insights that help bring about the change that our clients seek.

Number of years in business: 32 years / **Type of business:** Corporation

Date the company was founded/incorporated: May 10, 1993 (date of establishment) April 23, 2004 (date of Incorporation)

Litigation: Raftelis has been joined as a third-party defendant in a lawsuit filed by local developers against the Town of Fuquay-Varina, North Carolina. The subject of this currently pending litigation is development impact fees assessed by the town and developed by Raftelis. This is the only legal case in which Raftelis has been joined as a party in the history of our firm. Raftelis intends to vigorously defend the allegations and claim. This litigation will not affect our ability to provide a proposed solution, or current breach of contract with other agencies.

We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit the City and help to make this project a success.

RESOURCES AND EXPERTISE: This project will require the resources necessary to effectively staff the project and the skillsets to complete all required components. With more than 190 consultants, Raftelis has one of the largest local government management and financial consulting practices in the nation. Our depth of resources will allow us to provide the City with the technical expertise necessary to meet your objectives. In addition to having many of the industry's leading management and financial consultants, we also have experts in key related areas, like stakeholder engagement and data analytics, to provide additional insights as needed.

DECADES OF COLLECTIVE EXPERIENCE: Our associates and subject matter experts have decades of experience strengthening local municipalities and nonprofit organizations. They've served in a wide range of positions, from city manager to public works director to fire chief.

PERSONAL SERVICE FROM SENIOR-LEVEL CONSULTANTS: You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While other firms may assign your business to junior-level people, our approach provides exceptional service from senior-level consultants.

NICHE EXPERTISE: Our expertise lies in strengthening public-sector organizations. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a specific group of clients.

Experience

RAFTELIS HAS THE MOST EXPERIENCED UTILITY FINANCIAL AND MANAGEMENT CONSULTING PRACTICE IN THE NATION.

Raftelis has assisted hundreds of local governments across the country. In many instances, we have worked with organizations over multiple years and established long-term partnerships to build capacity and lasting improvements throughout an organization. We have become trusted advisors to these local governments, as outlined in the following references. We welcome you to contact them to learn about the strength of our work and our relationships.

GENERAL GOVERNMENT

City of Santa Clara CA

Reference: Nadine Nader, Chief Operating Officer
P: 408.615.2228 / E: nnader@santaclaraca.gov / **Duration:** December 2024 – Present

In 2024, the City of Santa Clara (City) engaged our firm to conduct comprehensive organizational and staffing assessments of its Community Development and Parks and Recreation departments. The objectives of the project were to evaluate current structures, identify opportunities to improve operational efficiency and service delivery, and develop actionable recommendations that would position the departments to operate in a more proactive, customer-oriented, and "best in class" manner. The work involved extensive staff engagement, benchmarking against peer organizations, and the development of future-state organizational models aligned with the City's strategic goals.

City of Beverly Hills CA

Reference: Shana Epstein, Public Works Director
P: 310.285.2461 / E: sepstein@beverlyhills.org / **Duration:** April 2024 – October 2024

In 2024, the City of Beverly Hills (City) engaged Raftelis to perform a review of its Public Works capital improvement program engineering and inspection operations. Raftelis interviewed staff and reviewed documents and performed benchmarking to compare City operations with that in other organizations. We also reviewed alternative methods for setting inspection service levels and improving coordination between engineering project managers and inspectors.

City of Santa Barbara CA

Reference: James Hamilton, Community Development Business Manager
P: 805.564.5504 / E: jhamilton@SantaBarbaraca.gov / **Duration:** January 2020 – February 2022

In 2020, the City of Santa Barbara (City) retained the firm to conduct an assessment of its development review process, from concept and design review to construction permitting and inspections. Ultimately, 31 recommendations were developed with significant employee and stakeholder engagement designed to make the process both more efficient and predictable for applicants and easier to understand for concerned residents and members of the public.

Alameda County CA

Reference: Susan Muranishi, County Administrator
P: 510.272.6984 / E: susan.muranishi@acgov.org / **Duration:** December 2022 – June 2023

Starting in 2022 and concluding in the summer of 2023, members of our project team conducted a comprehensive assessment of the County of Alameda's (County) development process. The assessment included conducting interviews with staff, elected officials, and applicants, conducting focus groups, process mapping, and reviewing files. The project involved multiple County departments and several appointed committees. A report was prepared with specific recommendations for change and improvement. A near-term strategic work plan was also produced to aid the County in implementation.

City of Coachella CA

Reference: Bill Pattison, Finance Director
P: 760.398.3502 / E: bpattison@coachella.org / **Duration:** January 2023 – August 2023

In 2023, the City of Coachella (City)engaged Raftelis to perform a staffing and manpower study of its utility operations, including the Coachella Water Authority and Sanitary District. Located in the Coachella Valley in the Colorado Desert of California. The Utilities Department provides for the treatment and distribution of potable water to over 9,000 residential, commercial, and industrial water service connections, as well as the collection, treatment, and disposal of wastewater from more than 8,000 wastewater service connections. The goal of the study was to identify current and future service demands and to staff and structure the utilities appropriately. Work included an evaluation of the operational units' scope of work, operating procedures, finances against industry standards, and a benchmarking comparison with peer utilities. Deliverables included a report representing findings from the analysis and recommended strategies to address gaps in performance and add staff as appropriate.

City of Hutchinson KS

Reference: Tom Sanders, Human Resources Director
P: 620.694.2611 / E: toms@hutchgov.com / **Duration:** January 2021 – May 2023

The City of Hutchinson (City) retained Raftelis in 2021 to conduct an assessment of its Public Works and Parks and Facilities Departments. The goal of the assessment was to examine each service area offered by the departments, identify opportunities for improved efficiency and effectiveness, and identify staffing needs. A total of 38 recommendations were developed designed to allow the City to have the capacity to meet the community's expectations and prioritize preventative maintenance of infrastructure and facilities. The assessment covered a wide array of services, including street maintenance, stormwater and flood control, utilities, and fleet maintenance. In addition, the project team reviewed operations of specialized facilities owned by the City, including a municipal airport, golf course, and zoo.

Dublin San Ramon Services District CA

Reference: Jan Lee, Assistant General Manager
P: 925.875.2204 / E: jlee@dsrsd.com / **Duration:** June 2022 – February 2023

With a goal to ensure appropriate staffing and organization structure, Dublin San Ramon Services District (DSRSD) engaged Raftelis in 2022 to provide a workforce study of its Operations Department, including water, wastewater, and recycled water operations. The work included interviews with managers and staff workgroups, onsite tours, benchmarking against other peer agencies, and an online survey of staff. Raftelis presented a recommendation to the Board to add nine positions over the next five years to enhance its preventive maintenance, laboratory and regulatory reporting functions, and administrative support.

Monte Vista Water District CA

Reference: Justin Scott Coe, General Manager
P: 909.267.2120 / E: jscottcoe@mvwd.org / **Duration:** June 2021 – February 2022

Located at the intersection of San Bernardino, Los Angeles, Orange, and Riverside Counties, Monte Vista Water District (MVWD) provides retail and wholesale water supply to over 130,000 residents in a 30-square-mile area of San Bernardino County. The District has suffered historically poor preventive maintenance and is playing "catch up" with a significant capital project investment to reduce a high leak and failure rate. A new General Manager and strategic plan, several new department heads, and other changes, including a campus construction plan and consideration of adding sewer service as a new business line, have resulted in the need to take a comprehensive look to ensure operations align with future growth and strategic goals.

Napa Sanitation District CA

Reference: Andrew Damron, General Manager
P: 707.258.6007 / E: adamron@napasan.com / **Duration:** August 2023 – April 2024

In 2023, the Napa Sanitation District (District) engaged the firm to review organizational structure and staffing in its Administration Division (including Clerk, Finance, and Human Resources), Engineering Services Division, and Collection Services workgroups. The firm conducted on-site interviews with key staff members, reviewed data and documents, toured facilities, and presented preliminary recommendations for improving effectiveness and providing career paths for staff. The firm continues to work with the District on a phased plan to address issues, presenting critically needed positions to the Board prior to the presentation of a comprehensive plan.

City of Oklahoma City

Reference: Kelly Williams, Ph.D., Chief Innovation Officer
P: 405.812.9665 / E: kelly.williams@okc.gov / **Duration:** June 2024 – Present

In 2024, the City of Oklahoma City (City), the 20th largest city in the nation, engaged Raftelis to provide permit process efficiency review services to help improve the Private Development Review and Permitting (PDRP) process, emphasizing improving customer experience. For this contract, our project team and the City developed a formal project work plan that identified the scope and key objectives for a review of the PDRP process, which involved staff from six City departments: Development Services, Planning, Public Works, Fire, Utilities, and Airports. To obtain a better understanding of the specific context concerning private development in the City, our project team developed and administered an employee survey and conducted individual and small group interviews with staff from each of the six departments and representatives from the private development community, including developers, architects, and others. The project team also worked with staff to map five types of projects commonly conducted as part of the PDRP process and conducted a Process Improvement Exercise (PIE) to focus on specific aspects of the PDRP process that needed attention and improvement through reengineering. Using the information from these activities, the project team was tasked with recommending enhancements to improve the PDRP process and assisting with implementation.

Pinellas County FL

Reference: Paul Cozzie, Director
P: 727.582.2502 / E: pcozzie@pinellascounty.org / **Duration:** January 2021 – February 2022

In 2021, Pinellas County engaged Raftelis to conduct a service level and staffing assessment of the Parks and Conservation Resources Department (PCRD). The goal of this assessment was to identify the current service level for park maintenance, customer service/enforcement, and operations, compare services with best practices guidelines, and define the staffing and resources required to meet service level goals. The project team applied a multi-faceted analytical process that included extensive employee engagement, best practices research, and workload and labor hour profile analysis. The project team completed management and staff interviews, focus groups, and site visits. A wide variety of data was analyzed to define, for each park and each park asset, the labor hours required to complete ongoing and recurring tasks and special projects. This was compared to the labor hours required to achieve existing service levels and account for employee leave and vacancies. Service levels were then compared against best practices guidelines from industry organizations, such as the National Recreation and Park Association (NRPA), and benchmark organizations that operate in a similar climate, provide comparable services, and strive for best practices service levels in the area of park maintenance, customer service, and enforcement. The focus of this best practices research was to utilize service level goals, rather than population size or form of government, as the most important comparative factor. This approach enabled the project team to clearly define the staffing levels required to meet best practices service levels and to clarify the most effective approach for the staffing gap.

CITY ATTORNEY'S OFFICES

City of Richmond CA

Reference: Nickie Mastay, Deputy City Manager
P: 510.620.6609 / E: nickie_mastay@ci.richmond.ca.us / **Duration:** July 2023 – February 2022

In 2023, the City of Richmond (City) engaged Raftelis to perform a Citywide staffing analysis. Richmond, located in the Bay Area northeast of San Francisco, is a City of 120,000 with over 700 authorized staff positions. Our team conducted interviews across all departments, including Executive and Internal Services, City Attorney's Office, Finance, Public Works, Community Development, Community Services, Economic Development, Police, and Fire. We presented our observations and recommendations to the City Council, which included specific staffing and operating efficiency recommendations across all operating departments. Our assessment of the City Attorney's Office, with a contracted City Attorney, showed that legal services could be provided more cost-effectively in-house.

City of Bloomington IN

Reference: Adam Wason, Director of Public Works
P: 812.349.3410 / E: wasona@bloomington.in.gov / **Duration:** January 2020 – March 2020

The City began a systematic process of assessing each City department and engaged our project team to lead these efforts. Detailed assessments were completed for the following departments: Finance/Controller; Public Works; Utilities; Transportation and Planning; Legal; Human Resources; Information Technology; and the Police and Fire Departments. Assessments were also completed for the Housing and Neighborhood Development Department; Economic and Sustainable Development Department; and the Office of the Mayor. In addition, a review of the City's various Boards and Commissions was conducted.

City of Palmdale CA

With a prior firm, Andrea Miller performed an assessment of the City's right to prosecute misdemeanor crimes occurring locally when the district attorney would not. Part of the assessment included a review of staffing levels to handle the workload or whether additional resources were required.

City of San Ferney NV

With a prior firm, Andrea Miller performed an assessment of the appointed City Attorney's Office and the review included an assessment of the in-house workload and staffing, as well as the use of contracts.

City of San Bernardino CA

In 2007 with a prior firm and as part of a larger review of all City departments, Rebekka Hosken served on the team for the elected City Attorney's Office in the City of San Bernardino, CA. The process included interviews with staff and stakeholders, data review, and benchmarking, as well as a review of staffing, structure, and financial resources. The resulting report included recommendations to improve service to internal customers and operate more efficiently.

City of Reno NV

Rebekka Hosken performed an assessment of the City Attorney's Office while with a prior firm. The work included a review of staffing and structure, as well as internal service to customers.

City of Huntington Beach CA

Rebekka Hosken served on the team that assessed the City Attorney's Office while with a prior firm. The work focused upon operational efficiency and the appropriate use of external contractors.

City of Costa Mesa CA

Rebekka Hosken performed an assessment of the City Attorney's Office while with a prior firm. The work included an assessment of organization structure, staffing, and the use of technology in tracking caseload.

Project Team

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY'S PROJECT.

Our project team is made up of senior-level consultants with direct local government experience. What sets our project team apart is our ability to explore and relate to local community values while at the same time investigating realistic approaches for cost-effective solutions.

Because we possess the in-house knowledge and experience necessary for this work, no subconsultants will be used. All team members are Raftelis employees.

An organizational chart of our project team is as follows. Resumes for each team member are provided in the Appendix.

City of Santa Rosa

PROJECT DIRECTOR

Jonathan Ingram

PROJECT MANAGER

Rebekka Hosken

STAFF CONSULTANTS

James Flick
Claire Pritchard
Jordan Jerkovich
Polly Englot
Joseph Salicco

SUBJECT MATTER EXPERTS

Daniel Marks, AICP
Community Development and Housing

Mahdi Aluzri
Public Works

Mick Renneisen
Parks and Recreation

J. Scott Parker
Utilities

Andrea M. Miller
Legal

Joan Schoening
Information Technology

RATES AND CHARGES

Rates and Charges

The total fixed fee to complete the scope of work in Activities 1-4 of this proposal is $144,550, which includes all professional fees and expenses, including travel. Optional Activity 5 would add $122,750 for a total project cost of $267,300. A breakdown of hours and costs by project activity is provided in the table below.

Activity	Description	Cost
1	Project Initiation	$11,500
2	Staff and Stakeholder Engagement and Issue Identification	$59,250
3	Departmental Operations and Service Level Assessments	$47,900
4	Prepare Project Reports and Support Implementation Planning	$25,900
	SUBTOTAL	**$144,550**
5	(Optional) Expanded Departmental Assessment – City Attorney, Water and Information Technology	$122,750
	TOTAL	**$267,300**

The following summarizes the breakdown of Optional Activity 5 costs allocated by department. The cost for the City Attorney's Office includes a separate deliverable and project management structure to reflect the independent appointed nature of the department.

Department	Optional Activity 5 Allocated Cost
City Attorney's Office	$38,000
Information Technology	$24,000
Water Department	$60,750
OPTIONAL ACTIVITY 5 TOTAL	**$122,750**

Hourly rates by team member job classification are provided below.

Classification	Hourly Rate
Vice President	$375
Senior Manager	$340
Senior Advisor	$310
Manager	$295
Senior Consultant	$260
Consultant	$230
Associate	$195

It is our practice to invoice clients for monthly progress payments based upon work completed.

Appendix: Resumes

Jonathan Ingram

PROJECT DIRECTOR
Vice President

ROLE

Jonathan will be responsible for overall project accountability and will be available to provide quality assurance and control, as well as industry perspective and insights into the project.

PROFILE

Jonathan is a nationally recognized executive consultant with over 20 years of leadership experience advancing performance, efficiency, and resilience in local government and utility service delivery. As the leader of Raftelis' Local Government Organizational Assessment Practice, he directs enterprise-level consulting engagements that help cities, counties, and public utilities across the country navigate complex operational and financial challenges to achieve long-term success.

With a unique blend of direct public sector experience and high-impact management consulting experience, Jonathan brings deep expertise across the full spectrum of municipal and utility functions—including public safety, public works, asset management, parks and recreation, finance, community development, internal services, and utility service delivery. He has successfully led transformative initiatives for over 1,000 local governments and utilities, delivering measurable results through operational reviews, staffing and deployment planning, departmental restructuring, performance management, intergovernmental collaboration, and strategic planning.

A cornerstone of Jonathan's approach is his ability to align operations and service delivery outcomes with organizational strategy and fiscal realities. He has extensive experience supporting fiscally distressed communities, developing long-term financial plans that connect operational needs—such as staffing, capital investment, and technology—with financial constraints and service level expectations. His strategies are tailored to maximize impact, attain organizational health, and ensure reliable service delivery to the public.

Jonathan has also developed and refined Raftelis' proprietary methodologies for workforce and resource planning, emphasizing employee engagement, data-driven workload analysis, and best practice alignment. These approaches yield realistic, aspirational, and implementable plans for departments seeking to modernize service delivery and improve internal performance.

Professional History

- Raftelis: Vice President (2024-present); Senior Manager (2021-2023); Manager (2020-2021); Senior Associate, The Novak Consulting Group (2012-2020)
- City of Cincinnati, Ohio: Budget Manager (2010-2012)
- Management Partners: Senior Management Advisor (2005-2010)

Education

- Master of Public Administration - Northern Illinois University (2005)
- Bachelor of Arts in Political Science - Aurora University (2003)

Professional Memberships

- International City/County Management Association (ICMA)
- Ohio City/County Management Association (OCMA)

His core areas of expertise include:

- **Comprehensive Operations Reviews** across police, fire, EMS, development services, public works, and administrative departments
- **Public Safety Staffing and Deployment** strategies informed by workload analysis and service demand
- **Custom Performance Management Systems** designed to build accountability and support continuous improvement
- **Process Optimization and Service Delivery Innovation**, with emphasis on regulatory compliance, customer service, and interdepartmental collaboration
- **Strategic Financial Planning** that translates operational needs into fiscally sound, multi-year implementation strategies
- **Employee and Community Engagement**, including facilitation of workshops and stakeholder engagement initiatives
- **Intergovernmental Collaboration and Consolidation**, enabling shared services and cross-jurisdictional coordination

Jonathan is also a recognized thought leader in public safety operations and analytics. He co-authored the ICMA-published article *"Policing Parameters: How Gilroy, California Met New Workload Demands,"* showcasing his ability to apply data-driven methods to real-world operational challenges. He collaborates with subject matter experts to deliver integrated recommendations that balance technical rigor with organizational and political realities.

He holds a Master of Public Administration from Northern Illinois University and a Bachelor of Political Science from Aurora University. Jonathan is an active member of the International City/County Management Association (ICMA) and the Ohio City/County Management Association (OCMA).

Rebekka G. Hosken

PROJECT MANAGER
Senior Manager

ROLE

Rebekka will manage the day-to-day aspects of the project, ensuring it is within budget, on schedule, and effectively meets the City's objectives. She will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Rebekka will serve as the City's main point of contact for the project.

PROFILE

Rebekka joined Raftelis in 2020 with 16 years of direct service to local governments and 10 years of prior management consulting experience. As an experienced consultant, Rebekka has led organizational assessments for a broad range of operating departments and offices in cities, counties, universities, and special districts, including police, fire, community development, public works, administration, and city attorney departments. With direct operational experience in municipal administration, public works, and finance departments in full-service cities, Rebekka's breadth of knowledge makes her skillful in quickly identifying organizational strengths and opportunities, analyzing operations through the creation of process maps and workflows, preparing actionable recommendations for improvement, and communicating findings to a wide variety of audiences. She has consulted for over 150 clients throughout the United States and Canada.

Rebekka has managed and served on the team for multiple public safety reviews throughout her career, including for the Anaheim (CA) Police Department, South Pasadena (CA) Police Department, Boston (MA) Police Department, Redondo Beach (CA) Police Department, San Mateo County (CA) Sheriff, and more.

In her municipal career, Rebekka most recently served as finance director for the City of La Cañada Flintridge, California, a contract city north of Los Angeles. Rebekka also served as the budget officer for the City of Simi Valley, California, a full-service community in the Los Angeles region. She prepared the City's $196 million annual budget and $160 million capital improvement program.

Rebekka has published articles in Public Management magazine and served as a trainer in sessions at International City/County Management Association (ICMA) conferences.

Professional History

- Raftelis: Senior Manager (2023-present); Manager (2020-2022)
- City of La Cañada Flintridge, California: Finance Director (2017-2020)
- City of Simi Valley, California: Budget Officer (2012-2017)
- City of Burbank, California; Senior Management Analyst (2010-2012)
- Management Partners; Senior Consultant (1999-2010)
- Village of La Grange Park, Illinois: Assistant Village Manager (1996-1999)
- City of Appleton, Wisconsin: Assistant to the Mayor (1994-1996)
- Town of Lexington, Massachusetts: Management Intern (1992-1993)

Education

- Master of Business Administration – Boston University (1993)
- Certificate in Local Government and Non-Profit Management – Boston University (1993)
- Bachelor of Arts in Russian Studies – University of Michigan (1989)

Professional Memberships

- Government Finance Officers Association
- California Society of Municipal Finance Officers

Daniel Marks AICP

SUBJECT MATTER EXPERT – COMMUNITY DEVELOPMENT AND HOUSING

Senior Advisor

ROLE

Daniel will provide input and guidance as a Subject Matter Expert for the community development and housing components of this project.

PROFILE

Daniel has more than 30 years of experience as a local government land use planner, including 16 years as a Community Development Director and Planning Director. He has served in several California jurisdictions, including Berkeley (Director, 2003-2012 and Zoning Officer, 1995-97), Fremont (Planning Director, 1997-2003, Associate Planner, 1988-90), and Napa (Principal Planner, 1990-95). After retiring from full-time public service in 2012, he has been a local government management consultant. His consulting work has included interim assignments as Community Development Director for the cities of Vallejo, CA (2012-14) and Benicia, CA (2014-15), and as principal analyst for improving the land use and building permit processing functions for over 25 California jurisdictions, including Alameda County and the cities of Pleasant Hill, Santa Cruz, Lafayette, San Leandro, and Santa Rosa.

As Director of Planning and Development for the City of Berkeley, Daniel instituted numerous procedural improvements to allow for a more certain and timely development review process. He also won awards for a groundbreaking Climate Action Plan and a Downtown Plan, which resulted in the transformation of Berkeley’s downtown area. In virtually all of the cities where Daniel has been a manager, he has taken divisions and departments in crisis and created stable and strong teams, streamlined development processes, and significantly improved the relationship of the department to the community and building and design professionals.

Daniel specializes in streamlining permit processing for both land use entitlements and building permits, improving community development department functional alignment and structure, identifying methods for ensuring appropriate community engagement, assessing the use of technology in permit processing, and facilitating improved communication between permit reviewing agencies. He has expertise in zoning tools, historic preservation, Housing Elements, Climate Action Plans, and the California Environmental Quality Act.

Professional History

- Management Partners: Principal Analyst (2003-2012); Interim Community Development Director, Vallejo, California (2012-2014); Interim Community Development Director. Benicia (2014-15)
- City of Berkeley, California: Director (2003-2012); Zoning Officer (1995-1997)
- City of Fremont, California: Planning Director (1997-2003); Associate Planner (1988-1990)
- City of Napa, California: Principal Planner, (1990-1995)

Education

- Master of City Planning - University of California, Berkeley (1980)

Certifications

- American Institute of Certified Planners (AICP), American Planning Association

Professional Memberships

- American Planning Association
- Planner Emeritus Network

Daniel has a Master of City Planning (MCP) degree from the University of California, Berkeley (1980) and has been a member of the American Institute of Certified Planners (AICP) since 1984. He has taught in UC Berkeley's Department of City and Regional Planning and is a member of the Planner Emeritus Network. Until recently, Daniel was on the Board of the Greenbelt Alliance, a Bay Area regional planning organization, and he has previously been on the Board of the San Francisco Planning and Urban Research Association (SPUR), a planning-advocacy organization.

PUBLICATIONS

- "Plan Bay Area, What Has it Accomplished, What Needs to be Done," 2020
- "Local Government Planning in a Post-Covid World," 2020
- "Whither Bay Area Planning?", 2015
- "Solar Access," Planners Advisory Service, 2009
- "Centerville Specific Plan," Fremont, 2002
- "Big Ranch Specific Plan" Napa," 1994
- "Fremont General Plan," 1992
- "Bay Meadows Specific Plan EIR," 1987
- "Room Enough, Housing and Open Space in the Bay Area," 1984
- "South of Market, A Plan for San Francisco's Last Frontier," 1980

PRESENTATIONS

- "Navigating Conflict and Achieving Successful Planning Outcomes," Bay Area Planning Directors Association, 2014
- "So, You Want to Be A Community Development Director?" California Chapter, American Planning Association, 2013
- "Planning the People's Republic," Bay Area Planning Directors Association, 2012
- "How Local Governments Address Climate Change and Sustainability," Bay Area Planning Directors Association, 2007
- "Budgeting in Hard Times," APA sponsored seminar, 2003

Mahdi Aluzri

SUBJECT MATTER EXPERT – PUBLIC WORKS

Senior Advisor

ROLE

Mahdi will provide input and guidance as a Subject Matter Expert for the Public Works components of this project.

PROFILE

Mahdi has 35 years of direct public service experience, most recently as City Manager for Beverly Hills, California. After retiring and prior to joining Raftelis, he joined Baker Tilly (formerly Management Partners) as a Special Advisor consulting for a variety of municipal projects in California and throughout the country. Projects included executive coaching, development process evaluation, transportation agencies assessment and other municipal agencies process assessment engagements.

Mahdi served as City Manager in Beverly Hills for four years and, prior to that, was the Assistant City Manager for close to six years, capping an almost 30-year career in the City. As City Manager, he was responsible for developing policies to present to the City Council, developing the annual budget of over $450 million, and overseeing nine City operating departments with over 1,000 employees. Mahdi also served for two years as Deputy City Manager for the City of Rancho Cucamonga, California, where he was in charge of Community Development functions, which include public works, engineering, utilities, planning, building and safety, and code enforcement.

As a public service professional, Mahdi has a proven record of effective leadership with a strategic approach to problem solving and strong management expertise and a consensus building approach. He has extensive project management and development skills focusing on outcome and results. Mahdi has a strong work ethic with exceptional customer service orientation.

Mahdi earned a master's degree in business administration from Loyola Marymount University and bachelor's and master's degrees in civil engineering from the University of Southern California. He is a licensed professional engineer in the State of California and is a member of the American Institute of Certified Planners (AICP). He is also a long-standing member of the International City/County Management Association (ICMA) and served on many policy committees for the League of California Cities (LCC).

Specialties

- Strategic problem solving
- Consensus building
- Inclusive process evaluation engagement skills
- Project management and development skills

Education

- MBA, Loyola Marymount University, Los Angeles, CA (2005)
- MS. Structural Engineering, University of Southern California, Los Angeles, CA (1982)
- BS. Engineering, University of Southern California, Los Angeles, CA (1980)

Certifications

- Licensed Professional Engineer, California
- AICP Certification

Professional Memberships

- American Planning Association
- International City/County Management Association

KEY PROJECT EXPERIENCE

City of Novato (CA): Community Development Project Review Process

Served as a member of the Baker Till team, evaluating the development review process and providing recommendations for improvements along with process mapping and changes to facilitate the review process (September 2023).

City of Pasadena (CA): Assessment of Impact of Rent Control Initiative

As a member of the Baker Tilly Team (April 2022), Mahdi conducted an assessment of a ballot initiative that set regulations and established a rent control program that applies to all multi-housing units in the city (excluding more recent development). The evaluation included a review of the initiative terms and how it applies, establishing fiscal impact, including recommendations for the development of an organizational structure, staffing, and expected budget to support the initiative implementation.

City of Cleveland (OH) Development: Dev Review Process Assessment

Mahdi served as a member of the Baker Tilly team evaluating the city's development review process to determine how projects are reviewed through the different city departments from the time of submittal to issuing the permits and inspection follow-up. (June 2023). The team identified problem issues, gaps and areas of improvements and provided recommendations to facilitate the process and provide improved service to the customer base.

Charlotte Area Transit System (NC): Organizational Assessment

Served as a member of the Management Partners team to assess the organizational structure of the agency, including its senior management in the different divisions, especially their bus service group. The project (August 2022) included a review of their capital and operating budgets, staffing requirements, and service delivery in light of proposed system expansion and possible tax initiatives for funding sources.

PROJECT LIST

- City of Cleveland (OH): Development Review Process Assessment (2023)
- City of Novato (CA): Permit Review Process Assessment (2023)
- City of Charlotte (NC): CATS Organizational Assessment (2022)
- City of Pasadena (CA): Assessment of Impact of Rent Control Initiative (2022)
- City of Pasadena (CA): Building Permit Process Review (2021)
- City of Pasadena (CA): Building Inspection Division Assessment (2022)
- City of South Miami (FL): Public Works Department Performance Audit (2021)
- City of Sunbury (PA): Strategic Management Plan Development (2020)

Mick Renneisen

SUBJECT MATTER EXPERT – PARKS AND RECREATION

Principal Consultant – Parks and Recreation/Municipal Administration

ROLE

Mick will provide input and guidance as a Subject Matter Expert for the Parks and Recreation components of this project.

PROFILE

Mick joined Raftelis in 2021 with extensive local government management and administrative experience. Mick served as the Deputy Mayor of the City of Bloomington, Indiana, for five years and as Director of Parks and Recreation there for 20 years. Previously, he spent 15 years as a division director and program manager over the City's sports services division. While working for the City, Mick also served as a consultant specializing in hiring and recruitment processes and parks and recreation management for clients throughout the country.

During Mick's tenure as Parks & Recreation Director in Bloomington, the Department completed over $50 million in capital projects, including the addition of nine new holes at Cascades Golf Course, the acquisition of a 100,000 square foot indoor recreation center, and the addition of numerous parks. In 2007, Bloomington Parks and Recreation received the Gold Medal Award from the Sporting Goods Manufacturers Association and the National Recreation and Parks Association, representing excellence in the field of parks and recreation services and the highest honor an agency can receive. In addition, Bloomington Parks and Recreation became the 27th department nationally to achieve CAPRA accreditation in 2001 and was re-accredited in 2006, 2011, 2016, and 2021.

Mick has served as the president of IPRA (Indiana Parks and Recreation Association) in 1997 and has served on numerous IPRA committees over the years. Mick has served on the board of regents of the School of Sports Management, conducted by North Carolina State University, from 1991-93 and is a 1984 graduate of the School of Sports Management. He has served on the ASA (Amateur Softball Association) national Board of Directors for seven years. Mick was named the Professional of the Year for 2011 by the Indiana Parks and Recreation Association and received the Bloomington Chamber of Commerce Lifetime Achievement Award in 2021.

Professional History

- Raftelis: Principal Consultant (2021-Present)
- City of Bloomington, IN: Deputy Mayor (2016-2021); Parks & Recreation Department Director (1996-2015); Parks & Recreation Department Sports Division Director and Program Manager (1981-1995)
- MR Consulting: Consultant (May 2021-Present)
- Eppley Institute at Indiana University: Consultant (2007-2016)

Education

- Master of Parks & Recreation Administration - Indiana University (1988)
- Bachelor of Science in Physical Education - Indiana University (1979)

Professional Memberships

- National Recreation and Parks Association
- Indiana Parks and Recreation Association

Mick has served as an adjunct instructor at Indiana University in the School of Health, Physical Education, and Recreation (HPER) and presents at IU's Executive Development Program. Mick is a statistician for Indiana University men's basketball and football home games and also for the Maui Invitational basketball tournament. Mick earned a master's degree in Parks and Recreation Administration and a bachelor's degree in physical education, both from Indiana University.

KEY PROJECT EXPERIENCE

Fort Collins Recreation Department Operational and Program Plan (CO)

Mick served as the Subject Matter Expert in developing an operational and program plan for the City of Fort Collins, CO Recreation Department. The purpose of the assessment was to develop a plan that aligns the Department's priorities with community values and ensures that the Department is equipped to meet the needs of the community now and into the future.

The project team conducted confidential in-person interviews with 18 staff members from the Recreation Department, and two Community Services staff. These in-person interviews included managers, supervisors, program staff, and relevant support and administrative personnel. The employee interviews were used to identify key themes and identify areas of further research and analysis; the results informed the recommendations detailed in this report.

The project team also completed staff-guided tours of all 10 Recreation facilities and received detailed facilities investment data on each facility. The employee interviews and tours of City facilities provided the project team with a solid understanding of how work is performed and the specific challenges pertaining to working conditions, staff capacity, organizational structure, and workload management.

The project team reviewed and analyzed staffing history, budget and capital data, facility and equipment information, and various other documents that affect the service delivery approach for Recreation staff. Best practices guidelines were considered by industry organizations such as the NRPA and the Government Finance Officers Association (GFOA). A review of eight benchmark organizations was also conducted to provide context to staffing and operational practices in Fort Collins.

PROJECT LIST

- City of Fort Collins (CO) - Recreation Department Operational and Program Plan

PUBLICATIONS

- Co-author – Textbook - "Recreation Facility Management," Mull, Beggs and Renneisen; Human Kinetics 2009

J. Scott Parker

SUBJECT MATTER EXPERT – UTILITIES

Vice President

ROLE

Scott will provide input and guidance as a Subject Matter Expert for the Utilities components of this project, should the option be exercised.

PROFILE

Scott has over 20 years of experience in local government, utility management, and private consulting. Prior to joining Raftelis, he served as the Asset Manager for KC Water in Kansas City, Missouri. Before KC Water, he served as the Assistant Director for Public Works in both Olathe and Lenexa, Kansas, where he led the finance, data management, solid waste, field operations (streets, utilities, traffic), and communications divisions and managed multiple Police, Parks, and Fire Department capital projects. He also has private consultant experience providing capital planning, financial analysis, data system, asset management, and interim-executive services to Ft. Smith, Arkansas; Jackson, Mississippi; and Kansas City, Kansas, all of whom had signed Federal Consent Decrees with the Environmental Protection Agency (EPA).

Scott's wide range of experience has given him extensive leadership and technical expertise in the fields of asset management, information technology, general management, and operations in multiple domains. This has allowed him to design, develop, and implement asset management programs in three (3) communities based on capital optimization strategies and asset management best practices as defined in ISO 55000 and 55001 and ISO 31000 standards and other industry criteria. As an Asset Management practitioner, Scott has used his understanding of the field to design teams that combine the best theoretical concepts of asset management with the opportunities and cultural circumstances specific to the organizations for which he has worked. He has demonstrable experience working with multiple data technologies and systems in the asset management and utility space, including multiple Computer Maintenance Management System (CMMS) platforms; ESRI Geospatial Products; Autodesk GeoBIM; Innovyze hydraulic modeling and asset management software; and various Closed Circuit Television technologies utilized for Sanitary and Stormwater Assessments which utilize NASSCO Pipeline Assessment Certification Program (PACP) standards. In Kansas City, he developed the organization's first data management strategic plan as well as its

Professional History

- Raftelis: Vice President (2025-present); Senior Manager (2022-2024)
- KC Water: Utility Officer – Asset Manager (2018-2022)
- Burns and McDonnell: Engineering Manager (2015-2018)
- City of Olathe, KS: Assistant Director of Public Works (2011-2015)
- City of Lenexa, KS: Assistant Director of Public Works/Assistant to the City Manager (2006-2011)
- City of Kansas City, MO: Budget and Finance Analyst (2003-2006); L.P. Cookingham Management Fellow (2002)

Education

- Master of Public Administration – University of Missouri (2004)
- Master of Arts, History – University of Arkansas-Fayetteville (2000)
- Bachelor of Arts in History - Graceland University (1997)

Professional Memberships

- Institute of Asset Management
- Water Environment Federation
- American Water Works Association
- Water Research Foundation

Business Case Evaluation criteria for information technology purchases, which led to both the optimization of existing systems and reductions in the cost of new tools utilized in the department.

Scott has developed business risk exposure (Consequence and Likelihood of Failure) models utilized for investment decisions across multiple asset classes, including streets, water, sewer, and stormwater. In Kansas City, he helped reconceptualize and reformulate the criteria for the utility's Annual Sewer Rehabilitation and Water Main Replacement Programs (total value $65m/year) to a truly risk-based model from a break-and-fix model. He also led multiple cross-functional teams in the development of software applications and dashboards, including one that integrated as-built project information from city staff, consultants, and contractors working on the Consent Decree (40+ projects; 80+ discrete users; 35,000 work orders; projects valued over $100 million) at no extra cost to the utility.

Scott has led the development of multi-billion-dollar capital improvement plans in communities throughout the country as both an employee and consultant. He has extensive experience with all elements of utility capital planning, financing, and project delivery, particularly all fiduciary components related to enterprise funds (Water, Wastewater, Stormwater, Solid Waste); rate structure analysis and recommendations to governing bodies; bond sales and refinancing; long-term debt outlooks; and allocations of revenue and expense. At KC Water, he developed an alternative capital plan that was utilized for the Consent Decree renegotiations with the EPA and reduced the city's commitment by $1.3 billion over the original program while assuring more time to meet the tenants of the decree. He also created the Business Case Evaluation model for capital improvement projects, which has been recognized by the WEF Water Intrapreneurs for Successful Enterprises (WISE) program of industry leaders. He managed the successful selection (valued at $100 million) of State Revolving Funds (SRF) for the $160 million Blue River Treatment Plant Solids Handling project.

Scott has been a frequent presenter at multiple national and regional conferences on topics including general asset management, data management, and the application of asset management principles in specific operational and administrative environments. He has written or been featured in several articles focused on business process modeling, asset management, and water management and acts as a co-lead on the Water Environment Federation's WISE Data, Technology, and Innovation team. He co-authored the white paper for WISE on the criteria and approach to Business Case Evaluations in capital planning.

Andrea M. Miller

SUBJECT MATTER EXPERT – LEGAL
Senior Advisor

ROLE

Andrea will provide input and guidance as a Subject Matter Expert for the City Attorney and legal components of this project, should the option be exercised.

PROFILE

Andrea has over 25 years of management experience in local government. She served in several California jurisdictions, including as City Manager in La Mirada, Covina, and San Bernardino. She also served the City of La Mirada as Assistant to the City Manager, City Manager Designate, and various analyst roles.

Some of Andrea's greatest accomplishments have come from the most challenging environments faced by cities. Andrea oversaw the implementation of the court-ordered Chapter 9 Plan of Adjustment for the third-largest municipal bankruptcy in California history, facilitated organizational change, including the transition to a council-manager form of government from a strong mayor hybrid following voter approval of a revised charter, and transitioned the city from active bankruptcy proceedings and austerity spending to "normalized" practices. Her non-traditional approach to the provision of public services and ability to establish and lead high-performing teams resulted in more effective outcomes, reduced costs, and improved service.

Andrea is an engaging facilitator and organization development consultant. She provides consulting assistance to government leaders in organizational analysis, leadership development, facilitation, strategic planning, team building, executive performance evaluation, and policy board/staff effectiveness.

Andrea's professional experience is built on a foundation that includes a master's degree in public administration and a Bachelor of Arts degree in Business Administration complemented by a Juris Doctorate and experience as a licensed attorney representing public agency clients. Her personal objective is to help local government leaders serve their communities well by fostering good governance, upholding the public's trust, and putting the collective good above individual needs.

Professional History

- Raftelis: Senior Advisor (2024-present)
- Baker Tilly: Special Advisor (2022-2023); Management Partners acquisition: Special Advisor (2021-2022);
- City of San Bernardino, CA: City Manager (2017-2019); Assistant City Manager (2016-2017)
- City of Covina, CA: City Manager (2015-2016)
- San Gabriel Valley Council of Governments: Executive Director (2013-2015)
- City of San Bernardino, CA: Acting City Manager (2012-2013); Assistant City Manager (2011-2012)
- Manning & Kass: Attorney at Law/Litigator (2008-2011)

Education

- Juris Doctorate - Western State University College of Law (1999)
- Master's degree in public administration - California State University at Long Beach (1994)
- Bachelor of Art's degree in business administration - California State University at Fullerton (1989)

Professional Memberships

- The State Bar of California

Joan Schoening

SUBJECT MATTER EXPERT – INFORMATION TECHNOLOGY
Senior Advisor

ROLE

Joan will provide input and guidance as a Subject Matter Expert for the Information Technology components of this project, should the option be exercised.

PROFILE

Joan has over 28 years of experience in information technology in local government. During her tenure she has managed diverse and complex technology projects and participated in cross-department non-technical initiatives to develop a broad skillset to apply to information technology-related projects. After retiring in 2013, Joan worked as an independent project manager assisting local agencies and served as a senior advisor with another management consulting firm. As a senior advisor, she managed requests for proposal (RFP) projects, process improvement workshops, conducted information technology assessments, technology strategic plans, and other project management services.

As an IT Manager for the City of Foster City, Joan was responsible for planning, budgeting, implementation, maintenance, and security of citywide information technology. Joan worked closely with city management and departments to align business goals with technology solutions to drive process improvements; developed policies and procedures to implement best practices for citywide technology projects; and was a staff liaison for a citizen's technology advisory committee. Under her supervision, the City's IT Division developed a public sector job board for local agencies. The application grew to include the ability to post the agency recruitment, accept the application online, and allow an agency to manage the recruitment process within one system.
During her tenure at the City of San Mateo, she developed skills related to business systems analysis, software development and methodology, daily operations, network infrastructure, e-mail systems, help desk, desktop operating and software systems, and backup and recovery.

Joan served on the local chapter and state board for the Municipal Information Systems Association of California (MISAC), an organization for public agency information technology professionals. At the City of Foster City, she participated in the Deferred Compensation Committee and two county-wide technology subcommittees for Police and Fire.

Specialties
- Technology Strategic Planning
- Organizational Assessments
- Project Management
- Business Process Review
- Request for Proposal Development

Professional History
- Raftelis: Senior Advisor (2024-present)
- Baker Tilly LLC through Acquisition: Special Advisor (2024)
- Management Partners: Special Advisor (2015-2024)
- Independent Project Management Consultant (2014-2015)
- City of Foster City, CA: IT Manager (2000-2013)
- City of San Mateo, CA: Senior Systems Analyst (1986-2000)

Education
- Bachelor of Arts in Management - Saint Mary's College of California

James Flick

STAFF CONSULTANT
Senior Consultant

ROLE

James will work at the direction of Rebekka in conducting interviews, directing research and analysis, preparing recommendations, and drafting deliverables.

PROFILE

James has over 14 years of organizational leadership experience, including six years in local government. Most recently, James served as the Director of Economic Development and Public Information Officer for Deerfield Township in Warren County, Ohio. Previously, he was a Development Officer and oversaw the Policy and Communication Division for the Department of Community and Economic Development at the City of Cincinnati.

James' areas of expertise include economic development, project management, and performance measurement. In addition, he is a skilled communicator, analyst, and creative problem solver.

During his tenure at Deerfield Township, James worked closely with entrepreneurs looking to start a business, assisted existing companies with relocations and expansions, and managed development projects of varying scales. He also served on the Executive Board of the Warren County Small Business Development Alliance.

At the City of Cincinnati, James supported business attraction initiatives and evaluated commercial development opportunities in the Central Business District. He was also instrumental in developing policies, programs, and strategic plans to address smart city initiatives, small business growth, retail revitalization in the urban core, and foreign direct investment.

James has presented at several state and regional conferences on smart cities, data and demographics, and economic development's relationship to parks. He is also an Adjunct Instructor for the Northern Kentucky University Master of Public Administration program, where he teaches Community Development, Public Policy, and Budgeting. James earned a bachelor's degree in political science from Eastern Michigan University and a master's degree in public administration from Northern Kentucky University.

Professional History

- Raftelis: Senior Consultant (2021-present)
- Northern Kentucky University: Adjunct Instructor (2017-2021)
- Deerfield Township, Ohio: Economic Development Director/Public Information Officer (2018-2021)
- City of Cincinnati: Development Officer /Interim Division Manager, Policy and Communication (2016-2018)
- Cushman and Wakefield: Vice President of Research and Marketing (2010-2016)

Education

- Master of Public Administration – Northern Kentucky University (2010)
- Bachelor of Arts in Political Science – Eastern Michigan University (2006)

Certifications

- Economic Development Finance Professional Certification (Grow American formerly NDC)

Professional Memberships

- International City/County Management Association (ICMA)
- American Society for Public Administration (ASPA)

Claire Pritchard

STAFF CONSULTANT
Senior Consultant

ROLE

Claire will work at the direction of Rebekka in conducting interviews, directing research and analysis, preparing recommendations, and drafting deliverables.

PROFILE

Claire has more than 10 years of experience in management consulting and local government management. She began her consulting career following five years of service with Dakota County, Minnesota, where, most recently, she held the position of assistant to the county manager. While with Dakota County, Claire coordinated the County's legislative agenda, assisted in the development of the annual budget, and conducted financial impact analysis and process improvement efforts for a variety of County functions. Claire also coordinated the County's transition to a new form of government in 2013.

As a consultant, Claire has worked on organizational and staffing analyses for communities around the country, such as the Town of Nantucket, Massachusetts, the City of Allentown, Pennsylvania, and the City of Bloomington, Indiana, as well as several utilities, including Fairfax Water, Virginia, Pinellas County Utilities, Florida, the San Diego Public Utilities Department, California, and Tampa Bay Water, Florida.

Claire has assisted in developing financial models to analyze revenue and expenditure trends, as well as conducting detailed staffing and workload analyses to determine optimal organizational structures. She has developed and analyzed an array of employee and community-based surveys. Claire has conducted several best practice and benchmarking research projects and has assisted in the creation of strategic planning and implementation deliverables.

As a student at the University of Chicago, Claire served as a policy intern with the National Association of Regional Councils, where she developed an educational program on the work of regional councils. She was also the associate editor for international development for the Chicago Policy Review. Claire earned a bachelor's degree in political science from the University of Chicago and a master's degree in public policy from the University of Chicago Harris School of Public Policy. She is a member of the International City/County Management Association and is a former ICMA Local Government Management Fellow.

Professional History

- Raftelis: Senior Consultant (2023-present); Consultant (2021-2022); Associate Consultant (2020-2021); Associate Consultant, The Novak Consulting Group (2018-2020)
- Dakota County, Minnesota: Assistant to the County Manager (2013-2017)
- National Association of Regional Councils: Policy Intern (2012)
- Congressional Research Service (2010-2011)

Education

- Master of Public Policy - University of Chicago (2013)
- Bachelor of Arts in Political Science - University of Chicago (2009)

Professional Memberships

- International City/County Management Association (ICMA)
- Engaging Local Government Leaders (ELGL)
- International Facility Management Association (IMFA)

Jordan Jerkovich

STAFF CONSULTANT
Consultant

ROLE

Jordan will work at the direction of Rebekka in conducting interviews, directing research and analysis, preparing recommendations, and drafting deliverables.

PROFILE

Jordan's local government experience spans multiple service areas, jurisdictions, and countries, including sustainability, administration, procurement, and community development at local governments in Sweden, Scotland, and the United States. He most recently served as the Community Development Director for the City of Lindsborg, Kansas, where he helped to facilitate and develop the department's functional areas, including current and long-range planning, development services, and special projects. Through his work and education, he has developed broad knowledge of local government administration and development issues, including leadership and management practices, housing policy and development, climate change and sustainability, systems and process mapping, community engagement, volunteer program development, amongst others. As a Consultant with Raftelis, Jordan is responsible for delivering client services across a range of activities, including strategic planning, organizational assessment, studies, and facilitation services.

Jordan earned a Master of Public Administration in Local Government Management from the University of Kansas, graduating with honors and admission to Phi Alpha Alpha, the National Honors Society for Public Affairs and Administration. He earned a second Master of Science in Strategic Leadership towards Sustainability from Blekinge Institute of Technology in Sweden, where he co-authored his thesis "Pursuing Sustainability and Prosperity in Swedish Municipalities: Using Indicators to Inform Strategic Governance." Jordan also earned a Bachelor of Arts in Environmental Studies and a Bachelor of Science in Business Management and Leadership from the University of Kansas with certificates in sustainability and research experience. Jordan recently served as the Vice Chair of the McPherson Housing Coalition, a registered Community Housing Development Organization working to provide housing solutions for moderate and low-income families.

Professional History

- Raftelis: Consultant (2023-present)
- City of Lindsborg, Kansas: Community Development Director (2021-2023)
- Stirling Council, Scotland: Administrative Support Officer (2020-2021)
- City of Grandview, Missouri: Management Intern (2019)
- Blekinge Institute of Technology, Sweden: Sustainability Consultant (2018-2019)

Education

- Master of Public Administration in Local Government Management - University of Kansas (2022)
- Master of Science in Strategic Leadership towards Sustainability - Blekinge Institute of Technology (2019)
- Bachelor of Science in Business Management and Leadership - University of Kansas (2016)
- Bachelor of Arts in Environmental Studies - University of Kansas (2015)

Professional Memberships

- International City/County Management Association (ICMA)
- American Planning Association (APA)

Polly Englot

STAFF CONSULTANT
Associate Consultant

ROLE

Polly will work at the direction of Rebekka in conducting interviews, directing research and analysis, preparing recommendations, and drafting deliverables.

PROFILE

Polly has robust analytical experience throughout the public sector, having worked in local government, nonprofit, and international development settings. She is proficient in the areas of budget planning and analysis, process improvement, and project management. Polly is a detail-oriented problem solver who leverages data and organizational analysis to identify trends and actionable solutions.

Prior to joining Raftelis, Polly worked in Broward County's Office of Management and Budget in southern Florida. She supported monitoring and development of over $100-million-dollar annual operating budgets for judicial offices and the county's extensive environmental agency. This work included forecasting for a dozen special revenue funds, monitoring state and federal grants, assessing payroll and benefit costs for over 500 employees, and evaluating new staffing and capital project requests.

Throughout her academic studies, Polly developed highly functional skills in GIS analysis, data visualization and communication, evaluation design, and public budgeting. She strengthened these skills in the classroom by learning from her prior tenure at Food Bank for New York City, where she supported planning and content development for over 90 marketing campaigns and events annually. In addition, she collaborated with stakeholders and donors at all levels to raise awareness, fundraise, and support the Food Bank's clients.

Polly began her career in program operations supporting international public health programs based in West Africa, funded by major public and private grantors. Programs ranged from women's health information campaigns to sanitation service delivery research, and she completed technical assistance trips to Ghana and Liberia. Polly earned a master's degree in public policy from Duke University's Sanford School of Public Policy and a bachelor's degree in geography, with minors in Arabic and French, from Bucknell University in Pennsylvania.

Specialties

- Municipal budget development
- Project management
- Organizational assessment
- Process improvement
- Event planning and facilitation
- Forecasting
- Data analysis

Professional History

- Raftelis: Associate Consultant (2024-present)
- Broward County: Budget and Management Analyst (2022-2023)
- Food Bank for New York City: Marketing and Events Coordinator (2018-2020)
- Population Services International: Program Coordinator (2016-2018)

Education

- Master of Public Policy - Duke University, Sanford School of Public Policy (2022)
- Bachelor of Arts in Geography, minors in Arabic and French - Bucknell University (2016)

Joseph Salicco

STAFF CONSULTANT

Associate Consultant

ROLE

Joseph will work at the direction of Rebekka in conducting interviews, directing research and analysis, preparing recommendations, and drafting deliverables.

PROFILE

Joseph is driven by the belief that strategic planning and community development initiatives can foster equitable growth and enhance the well-being of communities. With this mission at the core of his work, he has been committed to leveraging his expertise in grant administration, economic development, and public policy to support local governments in achieving sustainable and impactful outcomes.

At Centralina Regional Council in Charlotte, NC, he supported over 60 local governments across a nine-county region, providing technical assistance, grant management, and planning services. He played a critical role in monitoring federal and state funds for housing, infrastructure, and aging-in-place programs while also contributing to the region's Comprehensive Economic Development Strategy.

Prior to Centralina Regional Council, Joseph worked as a Program Assistant with the City of Wilmington, helping administer a $1.8 million HUD Lead Hazard Reduction Grant. This program ensured the remediation of environmental hazards in over 25 low-to-moderate-income households. His work involved stakeholder engagement, programmatic assessments, and compliance monitoring to improve housing conditions for vulnerable populations.

Joseph holds a Master of Public Administration from the University of North Carolina at Chapel Hill and dual bachelor's degrees in political science and Spanish from the University of North Carolina at Wilmington.

Specialties

- Strategic planning
- Organizational Assessment
- Survey and data analysis
- Program design and implementation
- Program evaluation

Professional History

- Raftelis: Associate Consultant (2025-present)
- Centralina Regional Council; Community Economic Development Coordinator (2022-2025)
- City of Wilmington; Program Assistant (2021-2022)

Education

- Master of Public Administration – University of North Carolina at Chapel Hill (2022)
- Bachelor of Political Science – University of North Carolina at Wilmington (2020)
- Bachelor of Spanish – University of North Carolina at Wilmington (2020)

Rates and Charges

The total fixed fee to complete the scope of work in Activities 1-4 of this proposal is $144,550, which includes all professional fees and expenses, including travel. Optional Activity 5 would add $122,750 for a total project cost of $267,300. A breakdown of hours and costs by project activity is provided in the table below.

Activity	Description	Cost
1	Project Initiation	$11,500
2	Staff and Stakeholder Engagement and Issue Identification	$59,250
3	Departmental Operations and Service Level Assessments	$47,900
4	Prepare Project Reports and Support Implementation Planning	$25,900
	SUBTOTAL	**$144,550**
5	(Optional) Expanded Departmental Assessment – City Attorney, Water and Information Technology	$122,750
	TOTAL	**$267,300**

The following summarizes the breakdown of Optional Activity 5 costs allocated by department. The cost for the City Attorney's Office includes a separate deliverable and project management structure to reflect the independent appointed nature of the department.

Department	Optional Activity 5 Allocated Cost
City Attorney's Office	$38,000
Information Technology	$24,000
Water Department	$60,750
OPTIONAL ACTIVITY 5 TOTAL	**$122,750**

Hourly rates by team member job classification are provided below.

Classification	Hourly Rate
Vice President	$375
Senior Manager	$340
Senior Advisor	$310
Manager	$295
Senior Consultant	$260
Consultant	$230
Associate	$195

It is our practice to invoice clients for monthly progress payments based upon work completed.

Client#: 1722483 **Exhibit C** RAFTEFIN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Svc Charlotte CL
6100 Fairview Road, Suite 1400
Charlotte, NC 28210-3293
704 543-0258

CONTACT NAME: Brad Christensen
PHONE (A/C, No, Ext): -
FAX (A/C, No):
E-MAIL ADDRESS: brad.christensen@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Chubb National Insurance Company	10052
INSURER C : ACE American Insurance Company	22667
INSURER D : Hanover Insurance Company	22292
INSURER E :	
INSURER F :	

INSURED
Raftelis Financial Consultants, Inc.
227 West Trade Street, Ste. 1400
Charlotte, NC 28202

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR	X	X	36083016	01/21/2025	01/21/2026	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY; X PRO-JECT; LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	73648269	01/21/2025	01/21/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB; X OCCUR	X	X	56726414	01/21/2025	01/21/2026	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB; CLAIMS-MADE						AGGREGATE	$5,000,000
	DED; X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	71839613	01/21/2025	01/21/2026	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional			D02819028	01/21/2025	01/21/2026	$5,000,000 Per Claim	
D	Excess Prof.			LH6J94293500	01/21/2025	01/21/2026	$5,000,000 Per Claim	

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

Forms are available upon request.

General Liability:
80-02-2000 Blanket Additional Insured
80-02-2305 Blanket Additional Insured Includes Ongoing Operations
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Santa Rosa
69 Stony Circle
Santa Rosa, CA 95401-0000

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

Paula B Bulman

DESCRIPTIONS (Continued from Page 1)

80-02-2367 Blanket Additional Insured Scheduled Person or Organization
80-02-2653 Primary/Non-Contributory
80-02-2000 Blanket Waiver of Subrogation
80-02-9780 30 Day Notice of Cancellation

Automobile Liability:
CA2048 Additional insured
16-02-0316 Primary/Non-Contributory
CA0444 Blanket Waiver of Subrogation
16-02-0303 Blanket 30 Day Notice of Cancellation.

Workers Compensation:
WC000313 Blanket Waiver of Subrogation
WC900375 Blanket Wavier of Subrogation for CA
WC420304B Blanket Wavier of Subrogation for TX
WC990644 30 Day Notice of Cancellation

Umbrella / Excess:
70-02-0815 Excess Follow-Form and Umbrella Liability Insurance

Professional:
PF50930 Additional Insured (per quote)
The City of Santa Rosa, its officers, agents, employees and volunteers are included as an Additional Insured with respect to General Liability, Automobile and Umbrella will follow form as per written contract. The coverage afforded to the Additional Insured is on a Primary and Non-Contributory basis for General Liability, Automobile and Umbrella if required by written contract. Waiver of Subrogation applies to General Liability, Automobile, Workers Compensation and Umbrella policies in favor of the above listed Additional Insured per written contract. A 30 day notice of cancellation will be given except for non payment of premium will be 10 days if required by written contract.

Liability Insurance

General Liability

Table Of Contents

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Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Conditions; and Definitions, as well as the Declarations, Common Policy Conditions and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Coverages

Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Advertising Injury And Personal Injury Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **advertising injury** or **personal injury** to which this coverage applies.

This coverage applies only to such **advertising injury** or **personal injury** caused by an offense that is first committed during the policy period.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Coverages
(continued)

Medical Expenses Coverage

Subject to all of the terms and conditions of this insurance, we will pay **medical expenses** for **bodily injury** caused by an accident to which this coverage applies:

- that takes place on premises rented to or owned by you; or
- in connection with your operations;

provided that such:

- accident occurs during the policy period;
- expenses are incurred and reported to us within three (3) years of the date of the accident; and
- person who sustained such **bodily injury** submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault.

We have no other obligation or liability under this coverage.

Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured** against a **suit**, even if such **suit** is false, fraudulent or groundless.

If such a **suit** is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend:

- the **insured**; and
- if applicable, the indemnitee of the **insured**, provided the obligation to defend, or the cost of the defense of, such indemnitee has been assumed by such **insured** in an **insured contract**.

Such attorney fees and litigation expenses will be paid as described in the Supplementary Payments section of this contract.

We have no duty to defend any person or organization against any **suit** seeking damages to which this insurance does not apply.

We may, at our discretion, investigate any **occurrence** or offense and settle any claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

Supplementary Payments

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

A. the expenses we incur.

B. the cost of:

    1. bail bonds; or

    2. bonds required to:

        a. appeal judgments; or

Supplementary Payments
(continued)

b. release attachments;

but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.

C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to $1000 a day because of time off from work.

D. costs taxed against the **insured** in the **suit**, except any:

1. attorney fees or litigation expenses; or
2. other loss, cost or expense;

in connection with any injunction or other equitable relief.

E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

This insurance applies anywhere, provided the **insured**'s responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

Who Is An Insured

Sole Proprietorships

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Who Is An Insured
(continued)

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

A. **bodily injury, advertising injury** or **personal injury**:

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;

2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or

3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or

- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or

B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Who Is An Insured
(continued)

Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

A. persons driving such equipment on a public road with your permission are **insureds**; and

B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

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

- **bodily injury** to any co-**employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

Vendors

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

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

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Vendors (continued)

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

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

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

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

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.

B. No person or organization is an **insured** with respect to the:

   1. ownership, maintenance or use of any assets; or
   2. conduct of any person or organization whose assets, business or organization;

Who Is An Insured

Limitations On Who Is An Insured (continued)

you acquire, either directly or indirectly, for any:

- **bodily injury** or **property damage** that occurred; or
- **advertising injury** or **personal injury** arising out of an offense first committed;

in whole or in part, before you, directly or indirectly, aquired such assets, business or organization.

Limits Of Insurance

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

- **insureds**;
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

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

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**, except damages included in the **products-completed operations hazard**; and
- **medical expenses**.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** included in the **products-completed operations hazard**.

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for **advertising injury** and **personal injury**.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**; and
- **medical expenses**;

arising out of any one **occurrence**.

Any amount paid for damages or **medical expenses** will reduce the amount of the applicable aggregate limit available for any other payment.

Limits Of Insurance

Each Occurrence Limit (continued)

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

Damage To Premises Rented To You Limit

Subject to the Each Occurrence Limit, the Damage To Premises Rented To You Limit is the most we will pay for the sum of damages for **property damage** to any one premises while rented to you or temporarily occupied by you with permission of the owner.

Medical Expenses Limit

Subject to the Each Occurrence Limit, the Medical Expenses Limit is the most we will pay for the sum of **medical expenses,** under Medical Expenses coverage, for **bodily injury** sustained by any one person.

Bodily Injury/Property Damage Exclusions

None of the following exclusions, except "Contracts", "Expected Or Intended Injury", and "Loss In Progress", apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Aircraft, Autos Or Watercraft

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- aircraft;
- **auto**; or
- watercraft;

owned or operated by or loaned or rented to any **insured.**

This exclusion does not apply to:

A. a watercraft while ashore on premises owned by or rented to you;

B. a watercraft you do not own, provided that it:

   1. is less than fifty-five (55) feet long; and

   2. does not transport persons or cargo for a charge;

C. the parking of an **auto** on premises owned by, or rented to, you, provided the **auto** is not owned by or loaned or rented to you or the **insured**;

D. the liability for damages assumed in an **insured contract** resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft;

E. the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of **mobile equipment**; or

F. an aircraft you do not own, provided that:

   1. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

Bodily Injury/Property Damage Exclusions

Aircraft, Autos Or Watercraft (continued)

2. it is rented with a trained, paid crew; and
3. it does not transport persons or cargo for a charge

Alcoholic Beverage Type Businesses

This insurance does not apply to **bodily injury** or **property damage** for which any **insured** may be held liable by reason of:

- causing or contributing to the intoxication of any person;
- furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

Contracts

This insurance does not apply to **bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in an oral or written contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage**, to which this insurance applies, occurs after the execution of such contract or agreement.

Damage To Alienated Premises

This insurance does not apply to **property damage** to any premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises.

This exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

Damage To Impaired Property Or Property Not Physically Injured

This insurance does not apply to **property damage** to:

- **impaired property**; or
- property that has not been physically injured;

arising out of any:

- defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or

Bodily Injured/Property Damage Exclusions

Damage To Impaired Property Or Property Not Physically Injured (continued)

- delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

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

Damage To Owned Property

This insurance does not apply to **property damage** to any property owned by you.

Damage To Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to **property damage** to any:

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

This exclusion does not apply to the liability for damages assumed in a sidetrack agreement.

Damage To Your Product

This insurance does not apply to **property damage** to **your product** arising out of it or any part of it.

Damage To Your Work

This insurance does not apply to **property damage** to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

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

Employer's Liability

A. This insurance does not apply to **bodily injury** to an **employee** of the **insured** arising out of and in the course of:

   1. employment by the **insured**; or
   2. performing duties related to the conduct of the **insured**'s business.

B. This insurance does not apply to **bodily injury** to the brother, child, parent, sister or spouse of such **employee** as a consequence of any injury described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A. or B. above.

Bodily Injured/Property Damage Exclusions

Employer's Liability (continued)

This exclusion does not apply to the liability for damages assumed by the **insured** in an **insured contract**.

Expected Or Intended Injury

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

Loss In Progress

This insurance does not apply to **bodily injury** or **property damage** that is a change, continuation or resumption of any **bodily injury** or **property damage** known by you, prior to the beginning of the policy period, to have occurred.

Bodily injury or **property damage** will be deemed to be known by you:

A. if such injury or damage is known by, or should have been known from the standpoint of a reasonable person in the circumstances of:

  1. you;
  2. any of your directors, managers, members, **officers** (or their designees) or partners (whether or not an **employee**); and

B. when any person described in paragraph A. above:

  1. reports all, or any part, of any such injury or damage to us or any other insurer;
  2. receives a claim or a demand for damages because of any such injury or damage; or
  3. becomes aware that any such injury or damage has occurred or has begun to occur.

Mobile Equipment Transportation

This insurance does not apply to **bodily injury** or **property damage** arising out of the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to any **insured**.

Advertising Injury/Personal Injury Exclusions

Breach Of Contract

This insurance does not apply to **advertising injury** or **personal injury** arising out of breach of contract.

Continuing Offenses

This insurance does not apply to **advertising injury** or **personal injury** that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

A. this insurance; or

B. a subsequent, continuous renewal or replacement of this insurance, that:

   1. is issued to you by us or by an affiliate of ours;
   2. remains in force while the offense continues; and
   3. would otherwise apply to **advertising injury** and **personal injury**.

Contracts

This insurance does not apply to **advertising injury** or **personal injury** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in a written contract or agreement that is an **insured contract**, provided the **advertising injury** or **personal injury**, to which this insurance applies, is caused by an offense first committed after the execution of such contract or agreement.

Crime Or Fraud

This insurance does not apply to **advertising injury** or **personal injury** arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the **insured**.

Expected Or Intended Injury

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense, committed by or on behalf of the **insured**, that:

- is intended by such **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of such **insured**;

to cause injury.

Failure To Conform To Representations Or Warranties

This insurance does not apply to **advertising injury** or **personal injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

Internet Activities

This insurance does not apply to **advertising injury** or **personal injury** arising out of:

- controlling, creating, designing or developing of another's Internet site;

Advertising Injury/Personal Injury Exclusions

Internet Activities (continued)

- controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
- publication of content or material on or from the Internet, other than material developed by you or at your direction.

Media Type Businesses

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense committed by or on behalf of an **insured** whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to **personal injury** caused by an offense described in subparagraphs A., B. or C. of the definition of **personal injury**.

Prior Offenses

This insurance does not apply to **advertising injury** or **personal injury** arising out of any offense first committed before the beginning of the policy period.

Publications With Knowledge Of Falsity

This insurance does not apply to **advertising injury** or **personal injury** arising out of any electronic, oral, written or other publication of content or material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such content or material to be false.

Wrong Description Of Prices

This insurance does not apply to **advertising injury** or **personal injury** arising out of any wrong description of the price of goods, products or services.

Medical Expenses Exclusions

Athletic Activities

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person injured while taking part in athletics.

Injury To Insureds

This insurance does not apply to **medical expenses** arising out of a **bodily injury** to any **insured**, except a volunteer worker.

Medical Expenses Exclusions
(continued)

Nuclear Energy

This insurance does not apply to **medical expenses** arising out of **bodily injury** in any way related to the:

- **nuclear hazardous properties** of **nuclear material**; and
- operation of a **nuclear facility** by any person or organization.

Products-Completed Operations Hazard

This insurance does not apply to **medical expenses** arising out of **bodily injury** included in the **products-completed operations hazard.**

Workers' Compensation Or Similar Laws

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person, whether or not an **employee** of any **insured,** if benefits for such **bodily injury** are payable or must be provided under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

Policy Exclusions

Asbestos

A. This insurance does not apply to **bodily injury, property damage, advertising injury** or **personal injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos.**

B. This insurance does not apply to any loss, cost or expense arising out of any:

1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **asbestos.**

Employment-Related Practices

A. This insurance does not apply to any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:

1. arrest, detention or imprisonment;
2. breach of any express or implied covenant;
3. coercion, criticism, humiliation, prosecution or retaliation;
4. defamation or disparagement;
5. demotion, discipline, evaluation or reassignment;
6. discrimination, harassment or segregation;

Policy Exclusions

Employment-Related Practices (continued)

7. a. eviction; or

   b. invasion or other violation of any right of occupancy;

8. failure or refusal to advance, compensate, employ or promote;

9. invasion or other violation of any right of privacy or publicity;

10. termination of employment; or

11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.

B. This insurance does not apply to any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

A. enhancement or maintenance of any property; or

B. prevention of any injury or damage to any:

1. person or organization; or
2. property you own, rent or occupy.

Intellectual Property Laws Or Rights

This insurance does not apply to any actual or alleged **bodily injury, property damage, advertising injury** or **personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- is caused by an offense described in the definition of **advertising injury**; and
- does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury.**

Policy Exclusions
(continued)

Nuclear Energy

A. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury** or **personal injury:**

1. with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or

2. arising out of the **nuclear hazardous properties** of **nuclear material** and with respect to which:

   a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or

   b. the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury** or **personal injury** arising out of the **nuclear hazardous properties** of **nuclear material:**

1. if the **nuclear material:**

   a. is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured;**

   b. has been discharged or dispersed therefrom; or

   c. is contained in **nuclear spent fuel** or **nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured;** or

2. in any way related to the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility.** But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

Pollution

A. This insurance does not apply to **bodily injury, property damage, advertising injury** or **personal injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants:**

1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured;**

2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;

Policy Exclusions

Pollution
(continued)

3. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:

   a. **insured**; or

   b. person or organization for whom any **insured** may be legally responsible; or

4. at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured**'s behalf is performing operations, if the:

   a. **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or

   b. operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** caused by the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such operating fluids escape directly from that particular part of such **mobile equipment** designed by its manufacturer to hold, store or receive them. But, this exception does not apply if such **bodily injury** or **property damage** arises out of any discharge, dispersal, seepage, migration, release or escape of **pollutants**, that:

- was intended by the **insured**;
- would have been expected from the standpoint of a reasonable person in the circumstances of the **insured**;
- was a necessary part of operations performed by any **insured**, contractor or subcontractor; or
- occurred during the process of fueling the **mobile equipment** or changing or replenishing any operating fluid.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor.

Subparagraph A.1. above does not apply to **bodily injury** if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building.

Subparagraphs A.1. and A.4.a. above do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**.

B. This insurance does not apply to any loss, cost or expense arising out of any:

   1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or

Policy Exclusions

Pollution (continued)

2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Paragraph B. above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion does not apply to the liability for damages, for **property damage**, to premises while rented to you or temporarily occupied by you with permission of the owner and caused by a **hostile fire**, explosion, smoke or leakage from fire protective equipment.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

Recall Of Products, Work Or Impaired Property

This insurance does not apply to any damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- **your product**;
- **your work**; or
- **impaired property**;

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

Workers' Compensation Or Similar Laws

This insurance does not apply to any obligation of the **insured** under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

Conditions

Arbitration

We are entitled to exercise all of the **insured**'s rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

Bankruptcy

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

Conditions
(continued)

Disclosures And Representations

We have issued this insurance:

- based upon representations you made to us; and
- in reliance upon your representations.

Unintentional failure of an **employee** of the **insured** to disclose a hazard or other material information will not violate this condition, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer**'s designee knows about such hazard or other material information.

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

A. You must see to it that we and any other insurers are notified as soon as practicable of any **occurrence** or offense that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:

   1. how, when and where the **occurrence** or offense happened;
   2. the names and addresses of any injured persons and witnesses; and
   3. the nature and location of any injury or damage arising out of the **occurrence** or offense.

B. If a claim is made or **suit** is brought against any **insured**, you must:

   1. immediately record the specifics of the claim or **suit** and the date received;
   2. notify us and other insurers as soon as practicable; and
   3. see to it that we receive written notice of the claim or **suit** as soon as practicable.

C. You and any other involved **insured** must:

   1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
   2. authorize us to obtain records and other information;
   3. cooperate with us and other insurers in the:
      a. investigation or settlement of the claim; or
      b. defense against the **suit**; and
   4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **insured** because of loss to which this insurance may also apply.

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

E. Notice given by or on behalf of:

   1. the **insured**;
   2. the injured person; or
   3. any other claimant;

   to a licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.

Conditions

Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer**'s designee knows about such **occurrence** or offense.

G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer**'s designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.

H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

Excess Insurance

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

A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;

B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;

C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);

Conditions

Other Insurance (continued)

D. that is insurance:

1. provided to you by any person or organization working under contract or agreement for you; or
2. under which you are included as an insured; or

E. that is insurance under any Property section of this policy.

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

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

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

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

Method of Sharing

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

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

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Conditions
(continued)

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Advertisement

Advertisement means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

Advertisement does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

Advertising Injury

Advertising injury means injury, other than **bodily injury**, **property damage** or **personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:

- copyrighted **advertisement**; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Asbestos

Asbestos means asbestos in any form, including its presence or use in any alloy, by-product or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

Auto

Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.

Bodily Injury

Bodily injury means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

Employee

Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

Hostile Fire

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Definitions
(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Impaired Property

Impaired property means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

- it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms or conditions of a contract or agreement;

if such property can be restored to use by:

- the repair, replacement, adjustment or removal of **your product** or **your work**; or
- your fulfilling the terms or conditions of the contract or agreement.

Insured

Insured means a person or an organization qualifying as an **insured** in the Who Is An Insured section of this contract.

Insured Contract

Insured contract:

A. means:

1. a lease of premises;
2. a sidetrack agreement;
3. an easement or license agreement;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

B. does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:

1. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
2. giving directions or instructions, or failing to give them.

Definitions
(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Intellectual Property Law Or Right

Intellectual property law or right means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

Leased Worker

Leased worker means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. **Leased worker** does not include a **temporary worker.**

Loading Or Unloading

Loading or **unloading**:

A. means the handling of property:

   1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto** or watercraft;

   2. while it is in or on an aircraft, **auto** or watercraft; or

   3. while it is being moved from an aircraft, **auto** or watercraft to the place where it is finally delivered.

B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto** or watercraft.

Medical Expenses

Medical expenses means reasonable expenses for necessary:

- first aid administered at the time of an accident;
- medical, surgical, x-ray and dental services, including prosthetic devices; and
- ambulance, hospital, professional nursing and funeral services.

Mobile Equipment

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

B. vehicles maintained for use solely on premises owned by or rented to you;

C. vehicles that travel on crawler treads;

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Mobile Equipment (continued)

D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

1. power cranes, shovels, loaders, diggers or drills; or
2. road construction or resurfacing equipment such as graders, scrapers or rollers;

E. vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
2. cherry pickers and similar devices used to raise or lower workers; and

F. vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

Mobile equipment does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered **autos**:

1. equipment designed primarily for:
   a. snow removal;
   b. road maintenance, but not construction or resurfacing; or
   c. street cleaning;
2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Nuclear Facility

Nuclear facility means any:

A. **nuclear reactor**;

B. equipment or device designed or used for:

1. separating the isotopes of plutonium or uranium;
2. processing or utilizing **nuclear spent fuel**; or
3. handling, processing or packaging **nuclear waste**;

C. equipment or device used for the processing, fabricating or alloying of **nuclear material**, if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than:

1. twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or
2. two-hundred-fifty (250) grams of uranium 235; or

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Nuclear Facility (continued)

D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Hazardous Properties

Nuclear hazardous properties includes radioactive, toxic or explosive properties.

Nuclear Material

Nuclear material means **by-product material, source material** or **special nuclear material.**

By-product material, source material and **special nuclear material** have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.

Nuclear Property Damage

Nuclear property damage includes all forms of radioactive contamination of property.

Nuclear Reactor

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Nuclear Spent Fuel

Nuclear spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

Nuclear Waste

Nuclear waste means any waste material:

- containing **nuclear material**, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- resulting from the operation by any person or organization of any **nuclear facility** described in subparagraphs A. or B. of the definition of **nuclear facility**.

Occurrence

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Officer

Officer means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.

Definitions
(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Personal Injury

Personal injury means injury, other than **bodily injury**, **property damage** or **advertising injury**, caused by an offense of:

A. false arrest, false detention or other false imprisonment;

B. malicious prosecution;

C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;

D. electronic, oral, written or other publication of material that:

1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or

2. violates a person's right of privacy; or

E. discrimination, harassment or segregation based on a person's age, color, national origin, race, religion or sex.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Products-Completed Operations Hazard

Products-completed operations hazard:

A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you and arising out of **your product** or **your work**, except:

1. products that are still in your physical possession; or

2. work that has not yet been completed or abandoned.

Your work will be deemed completed when:

- all of the work called for in your contract or agreement has been completed.
- all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.
- that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

B. does not include **bodily injury** or **property damage** arising out of:

1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**;

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Products-Completed Operations Hazard (continued)

2. the existence of tools, uninstalled equipment or abandoned or unused materials; or
3. products or operations for which the classification in our rules indicates that such products or operations are not subject to the Products-Completed Operations Aggregate Limit of insurance.

Property Damage

Property damage means:

- physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

Tangible property does not include any software, data or other information that is in electronic form.

Suit

Suit means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

Temporary Worker

Temporary worker means a person who is furnished to a party to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

Your Product

Your product:

A. means any:
   1. goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      a. you;
      b. others trading under your name; or
      c. a person or organization whose assets or business you have acquired; and
   2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

B. includes:
   1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your product**; and
   2. the providing of or failure to provide instructions or warnings.

C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

Definitions
(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Your Work

Your work:

A. means any:

1. work or operations performed by:

    a. you or on your behalf; or

    b. a person or organization whose assets or business you have acquired; and

2. materials, parts or equipment furnished in connection with such work or operations.

B. includes:

1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your work**; and

2. the providing of or failure to provide instructions or warnings.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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 **01-21-25** Policy No. **71839613** Endorsement No.
Insured **RAFTELIS FINANCIAL CONSULTANTS, INC.** Premium $ **Incl.**
Insurance Company **Chubb National Insurance Company**

Countersigned By ______________________