



PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(Town of Yountville / Bartle Wells Associates)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Town of Yountville, a California municipal corporation (“Town”), and Bartle Wells Associates, a California Corporation (“Consultant”).

2. RECITALS

2.1. Town has determined that it requires the following professional services from a consultant: Perform utility rate studies for water and wastewater utilities.

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, Town Council members, or employees of Town which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s 03/15/2022 proposal to Town attached hereto as Exhibit A and incorporated herein by this reference.

3.2. “Agreement Administrator”: The Agreement Administrator for this project is Erica Teagarden, Management Analyst. The Agreement Administrator shall be the principal point of contact at the Town for this project. All

services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. Town reserves the right to change this designation upon written notice to Consultant.

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by Town under this Agreement. The Maximum Amount under this Agreement is Forty Four Thousand Nine Hundred Fifty Dollars (\$44,950.00).
- 3.5. “Commencement Date”: 04/15/2022
- 3.6. “Termination Date”: 06/30/2023

4. TERM

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

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. Town shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with Town.** In performing services under this Agreement, Consultant shall coordinate all contact with Town through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

- 5.4. **Business License.** Consultant shall obtain and maintain in force a Town business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to Town. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, Town may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Doug Dove, Project Manager shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without Town's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the Town that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Town. If Town and Consultant cannot agree as to the substitution of key personnel, Town may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to

charges for services or expenditures and disbursements charged to Town under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Town. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Town or as part of any audit of Town, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

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

7. COMPENSATION

- 7.1. **General.** Town agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by Town in advance.
- 7.2. **Invoices.** Consultant shall submit to Town an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and

classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** Town shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the Town through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the Town.
- 7.6. **Town Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until Town is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, Town shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material including, but not limited to, digital and electronic reports, documents or other written material, and hard copies and originals thereof (“written products” herein), developed by Consultant in the performance of this Agreement shall be and remain the property of Town without restriction or limitation upon its use or dissemination by Town except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to Town, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of Town or otherwise to act on behalf of Town as an agent. Neither Town nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of Town.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the Town as an employer. Consultant shall not be entitled to any benefits. Town makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the Town, Consultant shall indemnify, defend, and hold harmless Town for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Town.

11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "Town" shall include Town, its officers, agents, employees and volunteers.
- 11.2. **Consultant to Indemnify Town.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend Town from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify Town for such loss or damage as is caused by the sole active negligence or willful misconduct of the Town.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of Town's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The Town may request a deposit for defense costs from Consultant with respect to a claim. If the Town requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to Town.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** Town does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1 **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2 **Documentation of Insurance.** Town will not execute this agreement until it has received a complete set of all required documentation of insurance coverage, including, but not limited to, a copy of the declarations and policy endorsements page for each insurance policy as applicable. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with Town:

- Certificate of Insurance, indicating companies acceptable to Town, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Water & Wastewater Rate Study Proposal

- Documentation of Best's rating acceptable to the Town.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

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

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

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

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage shall include contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable. The General Liability policy shall

cover inter-insured suits and include a “separation of insureds” or “severability” clause which treats each insured separately. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include all vehicles used in connection with the performance of this Agreement, including owned, non-owned, and hired automobiles and trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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

Initials: _____

Name: Erica Teagarden _____

- 12.8. **Additional Insured Endorsements.** The Town, its Town Council, Commissions, officers, and employees of Yountville must be endorsed as an additional insured for each policy required herein — other than Auto, Workers Compensation and Professional Errors and Omissions — for liability arising out of ongoing and completed operations by or on behalf of the Consultant. The Town must be named as an additional insured for Auto Insurance policies for ongoing operations. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the Town, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.9. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, Town has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.10. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: Town of Yountville, Attn: Erica Teagarden, 6550 Yount Street, Yountville, CA 94599.
- 12.11. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to Town. Any insurance or self-insurance maintained by Town and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.12. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the Town. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.13. **Report of Claims to Town.** Consultant shall report to the Town, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.14. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the Town. The Town may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, Town must approve all such amounts prior to execution of this Agreement.

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

12.15. Duty to Defend and Indemnify. Consultant's duties to defend and indemnify Town under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to Town

Erica Teagarden

Town of Yountville
Public Works Department

6550 Yount St.
Yountville, CA 94599
Telephone: (707) 944-8851
Facsimile: (707) 944-9619
Email: eteagarden@yville.com

If to Consultant

Douglas Dove

Bartle Wells Associates

2625 Alcatraz Ave, #602
Berkeley, CA 94705

Telephone: (510) 653-3399
Facsimile: _____
Email: ddove@bartlewells.com

With courtesy copy to:

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

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.7 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

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

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between Town and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by Town and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in

reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by Town. Town shall grant such consent if disclosure is legally required. All Town data shall be returned to Town upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the Town's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without Town's prior written

consent, and any attempt to do so shall be void and of no effect. Town shall not be obligated or liable under this Agreement to any party other than Consultant.

- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by Town or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by Town or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in Town's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

18.12. **Venue.** The venue for any litigation shall be Napa County, California and Consultant hereby consents to jurisdiction in Napa County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties further agree that this Agreement may be transmitted by facsimile, electronic mail (email), or other electronic means and that the production or reproduction of signatures by facsimile, electronic mail (email), or other electronic means shall be treated as binding as if originals thereof.

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

“Town”

Town of Yountville

DocuSigned by:

By Steven R. Rogers
Signature

Printed: Steven R Rogers

Title: Town Manager

5/31/2022 | 3:00 PM PDT

Date: _____

“Consultant”

Bartle Wells Associates

DocuSigned by:

By Doug Dove
Signature

Printed: Doug Dove

Title: President

Date: 5/18/2022 | 2:22 PM PDT

Attest:

Attest signature not required if project less than \$45,000 and not requiring Council approval.

By: _____

Michelle Dahme, Town Clerk

Date: _____

Approved as to form:

DocuSigned by:

By Gary B. Bell
Signature
Gary B. Bell, Town Attorney

5/31/2022 | 2:46 PM PDT

Date: _____

Town of Yountville

Proposal to Conduct a Water
and Wastewater Rate Study

Bartle Wells Associates

April 8, 2022





BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

2625 Alcatraz Ave, #602
Berkeley, CA 94705
Tel 510 653 3399
www.bartlewells.com

April 8, 2022

Town of Yountville
6550 Yount Street
Yountville, CA 94599

Attn: Erica Teagarden, Management Analyst

Re: 2022 Water and Wastewater Rate Study

Bartle Wells Associates is pleased to submit this proposal to assist the Town of Yountville to conduct a water and wastewater rate study. We specialize in providing independent financial advisory and utility rate consulting services to public agencies. We have extensive experience developing long-term financial plans and water and wastewater rate studies and have served over 500 cities and special districts throughout California. **Bartle Wells' major strengths are 1) our many years of successful rate setting experience in Napa Valley, and 2) our longstanding working relationship with Town Staff, Ad Hoc Committee, and Council.**

Bartle Wells Associates has worked with many regional agencies and is very familiar with the issues that California water and wastewater agencies are facing including the drought, changes in regulations, and aging infrastructure. We have worked with clients across Napa and Sonoma Counties to develop strategic financial plans that address the ever-increasing cost of operations and long-term capital improvements. Our recent clients include Upper Valley Waste Management Authority, Sonoma Water, and the Cities of Calistoga and American Canyon. Our rate studies throughout California are consistently based on a comprehensive analysis of each agency's customer base, consumption patterns, and demands to ensure rate structure recommendations reflect local needs and objectives.

We specialize in developing rate structures that minimize revenue fluctuations while improving rate equity across supply sources and increasing conservation incentive. We also have assisted agencies in implementing drought rates to recover decreased revenues related to a decline in consumption. Our overall goal for this project would be to work closely with the Town to evaluate financial and rate alternatives and their impacts, gain ongoing input, and build consensus for final recommendations.

We have enjoyed working with Town staff, the Council Ad Hoc Committee, and the Council on prior rate studies and hope to continue our partnership for years to come. We are very interested in working with the Town on this project. We propose to assign the same project team that worked on prior rate studies. Doug Dove will serve as project manager and Michael DeGroot will serve as project consultant. Please contact us if you have any questions or would like any additional information.

Sincerely,

BARTLE WELLS ASSOCIATES

Douglas Dove, PE, CIPFA

President/Principal

Tel: 510.653.3399 ext. 110

E-mail: ddove@bartlewells.com

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Section 1: Firm Overview

Bartle Wells Associates (BWA) is an independent public finance advisory firm with expertise in the areas of utility rates and project financing. BWA was established in 1964 and has over 50 years of experience advising public agencies on the complexities and challenges in public finance. We have advised over 500 agencies throughout California and the western United States. We have a diversity of abilities and experience to evaluate all types of financial issues faced by local governments and to recommend the best and most-practical solutions.

Bartle Wells Associates has a highly qualified professional team. Our education and backgrounds include finance, civil engineering, business, public administration, public policy, and economics.

BWA specializes in three professional services: utility rate and fee studies, strategic financial plans, and project financing. We are the only independent financial advisor providing *all three* of these interrelated services to public agencies.

RATE & FEE STUDIES Our rate studies employ a cost-of-service approach and are designed to maintain the long-term financial health of a utility enterprise while being fair to all customers. We develop practical recommendations that are easy to implement and often phase in rate adjustments over time to minimize the impact on ratepayers. We also have extensive experience developing impact fees that equitably recover the costs of infrastructure required to serve new development.

BWA has completed over 1,000 of utility rate and fee studies. We have helped communities implement a wide range of rate and fee structures and are knowledgeable about the legal requirements governing rates and impact fees including Proposition 218, Proposition 26, and Government Code 66000. We develop clear, effective presentations and have represented public agencies at hundreds of public hearings to build consensus for our recommendations.



FINANCIAL PLANS Our financial plans provide agencies with a flexible roadmap for funding long-term operating and capital needs. We evaluate the wide range of financing options available, develop a plan that recommends the best financing approach, and clearly identify the sources of revenue for funding projects and repaying any debt. We also help agencies develop prudent financial policies, such as fund reserve targets, to support sound financial management. BWA has developed over 1,000 financial plans to help public agencies fund their operating and capital programs, meet debt service requirements, and maintain long-term financial health.

PROJECT FINANCING BWA has served as independent financial advisor on over 300 financings. To date, we have helped California agencies obtain over \$5 billion of financing via bonds, bank loans/private placements, lines of credit, low-rate State Revolving Fund Loans, and other funding programs. We work only for public agencies. We are independent financial advisors and do not buy, trade, or resell bonds. BWA is a registered municipal advisory firm with the SEC and MSRB. All of our lead consultants are MSRB Registered Municipal Advisors. Our work is concentrated on providing independent advice that enables our clients to finance their projects on the most favorable terms—lowest interest rates, smallest issue size, and greatest flexibility.



COLLABORATIVE APPROACH BWA has a strong track record of building consensus and public acceptance for rate and finance recommendations. BWA uses a collaborative approach to ensure final recommendations reflect the input and objectives of the agencies we serve. Our general approach is to work closely with our clients to clarify objectives, evaluate alternatives, gain ongoing input, and remain flexible to resolve unanticipated issues. We support our clients every step of the way, from project initiation through final adoption and implementation.

COMMUNITY OUTREACH Rate and fee increases can be controversial. BWA has assisted many agencies with community outreach efforts aimed at fostering understanding and acceptance for final recommendations. BWA has substantial experience working with governing boards and City councils, citizen advisory committees, community groups, and other stakeholders. We have found that gaining community and Board/Council input and buy-in during the process can pave the way for smoother adoption and implementation of rate increases, rate structure modifications, and increased investment for aging infrastructure.



We also help agencies develop and implement effective public outreach strategies and have worked in partnership our client's public relations staff and independent public relations firms. We have a long track record of helping our clients successfully adopt rate increases in challenging political environments.

Bartle Wells Associates is committed to providing value and the best advice to our clients. Our strength is quality—the quality of advice, service, and work we do for all our clients.

CONTACT US



Bartle Wells Associates

2625 Alcatraz Ave #602

Berkeley, CA 94703



(510) 653-3399



bwa@bartlewells.com

www.bartlewells.com

Bartle Wells Associates was established in 1964 and is a California Corporation and certified State of California Small Business. Our Federal Tax ID number is 94

Section 2: Client References

CITY OF CALISTOGA

Water and Wastewater Rate and Capacity Fee Study

BWA developed a comprehensive, long range wastewater financing plan and rate study for the City and the proposed wastewater rates and connection fees were adopted unanimously by the City Council. These rates and fees supported the City's \$11 million wastewater treatment facility renovation/expansion. We helped the City secure \$5 million in low-interest State Revolving Fund loans, a \$3 million Small Community Grant, and \$3 million from a statewide bond pool to fund the project. We also worked with the City's consulting engineer to secure a low-cost financing package from the US Dept of Agriculture for \$5 million of the City's water projects.

In 2018, we updated the City's 5-year water and wastewater financing plan and rate studies.

Contact:

Mike Kirn, City Manager

(707) 942-2806

mkirn@ci.calistoga.ca.us

Gloria Leon, Administrative Services Director

(707) 942-2803

gleon@ci.calistoga.ca.us

CITY OF AMERICAN CANYON

Water and Sewer Rate Study

BWA completed a highly successful water and sewer rate study engagement with the City of American Canyon in 2018. In it, BWA updated the rates and capacity fees for both water and sewer utilities. The City is in a rapidly growing region of the Bay Area and faces significant capital costs associated with the expansion of utility infrastructure. Two of the most important goals of this project were developing capacity fees which equitably allocate the cost of future expansion to new users and setting a new tiered water rate structure that encourages conservation while also recovering the appropriate cost of water delivered. BWA lead meetings with a Citizen's Advisory Committee, who reviewed and recommended the proposed rates to Council.

Contact:

Jason Holley, City Manager

(707) 647-5323

jholley@cityofamericanacanyon.org



UPPER VALLEY WASTE MANAGEMENT AGENCY

Solid Waste Study

BWA was retained by UVA as finance consultant in connection with review of its current solid waste rates and rate methodologies. Bartle Wells reviewed the July 2020 rate proposals submitted by Upper Valley Disposal Service and Clover Flat Landfill and found them to be appropriate with minor adjustments. The Agency Board unanimously adopted the 2020 rates on June 29, 2020 as recommended by BWA. BWA continues to serve as financial consultant to UVA through 2020.

Contact:

Steven E. Lederer, Director
(707) 253-4351
steven.lederer@countyofnapa.org



CITY OF DAVIS

Water and Wastewater Rate Studies

BWA has worked with the City of Davis on numerous projects over the last few years. In 2013, BWA worked with the City's 15-member Water Advisory Committee (WAC) to review water rate structure alternatives, evaluate various financing scenarios, and develop a gradually phased-in set of rate increases to support the new Woodland-Davis surface water project.

In 2014, BWA worked with the newly formed Utilities Rate Advisory Commission (URAC) to update the projections used in the 2013 study and to develop a new water rate structure. The 2014 update included a uniform block volume rate by customer class and a drought surcharge based on the City's Water Shortage Contingency Plan. BWA worked with the URAC to update the water rate study in 2017. We are currently contracted to conduct the 2019 Water and Wastewater Rate and Cost of Service Studies.

Contact:

Stan Gryczko, Public Works Utilities and Operations Director
(530) 757-5686
sgryczko@cityofdavis.org



SONOMA WATER

Water Rate and Capacity Fee Study

Sonoma Water, formerly Sonoma County Water Agency (SCWA) oversees and manages a number of wastewater agencies within Sonoma county including Sonoma Valley County Sanitation District (CSD), Russian River CSD, South Park CSD, Occidental CSD, Airport-Larkfield-Wikiup Sanitation Zone (SZ), Penngrove SZ, Geyserville SZ, and Sea Ranch SZ.

SCWA retained Bartle Wells with subconsultant RMC/Woodard & Curran to review the wastewater rates in each district/zone and analyze the feasibility of converting some or all of them to volume-based rates. A detailed timetable for the conversion was developed and ratepayers were mailed special notices showing their prior winter water usage and potential impacts of the new volumetric rates. We were hired to update all eight rate studies in 2019.

Contact:

Lynne Rosselli, Finance Manager
(707) 524-3771
lynne.rosselli@scwa.ca.gov



Additional client references are available upon request

Section 3: Project Team Qualifications

BWA uses a **team approach** for most projects, typically assigning two or three consultants to each assignment, including at least one principal consultant. Our general project approach is to work closely with staff and other members of the project team, identify objectives, set milestones, have frequent communication, and remain flexible to resolve unanticipated issues.

Bartle Wells Associates has a highly qualified professional team. All members of our team are experienced with sewer and water rate studies, rate modeling, urban sewer demands, familiarity with sewer rates in other communities in California, sewer rate structure and design analysis, capital project and financial planning, community involvement and public outreach, and Proposition 218 noticing requirements. All consultants are registered Municipal Advisors having completed their Series 50 Exam.

Doug Dove, President of Bartle Wells will serve as Project Manager. He will be assisted by Michael DeGroot, who will provide rate modeling and financial analysis. Doug has worked with several agencies across Napa and Sonoma counties, garnering a broad perspective on water and sewer rate-setting and a unique understanding of the Town and its immediate surroundings.

Our other consulting staff has availability to assist on this project as needed to ensure all project work and deliverables are completed on schedule.

DOUG DOVE, PROJECT MANAGER

President, Bartle Wells Associates

Office Location: Berkeley, California



Doug Dove is President of BWA and one of BWA's principal consultants. He has more than 30 years of professional experience, specializing in all areas of public finance, including utility rate setting, capacity fee implementation, strategic financial planning and infrastructure financing. He has extensive experience developing strategic financial plans and utility rate studies and has assisted more than 200 California public agencies. Doug has substantial experience working with public agency staff and governing bodies to build understanding and consensus for key recommendations. He has worked with the Town of Yountville on numerous projects over the last decade.

Doug will serve as the primary contact person and manage the day-to-day project work. He will be involved in all aspects of the project from kickoff to implementation.

MICHAEL DEGROOT, PROJECT CONSULTANT

Consultant, Bartle Wells Associates

Office Location: Berkeley, California



Michael DeGroot is a BWA Project Consultant with eight years of experience developing long-term financial models and utility rates based on a cost of service approach. He has helped many water, wastewater and solid waste agencies achieve revenue stability and customer equity.

Michael will serve as the project consultant and will provide day-to-day project support.

Project team resumes are provided in the pages below.

DOUGLAS R. DOVE

Principal Consultant



Douglas R. Dove is President of Bartle Wells Associates and directs the operation of the firm while maintaining a principal consultant's role. With over 30 years of consulting experience, he specializes in utility rate analysis, strategic financial planning and project financing. Mr. Dove has developed utility rate structures and financing plans for a wide variety of public infrastructure programs. He has managed the procurement of over \$1 billion in municipal debt and over \$300 million in state and federal grants and low-interest loans. Mr. Dove frequently shares his expertise and has given presentations at conferences including the Association of California Water Agencies (ACWA), the American Water Works Association (AWWA), the California Association of Sanitation Agencies (CASA), the California Municipal Rates Group (CMRG), the California Special District's Association (CSDA), the California Municipal Treasurers Association (CMTA), the California Water Environment Association (CWEA) and Water Reuse. By special request in July 2015, Mr. Dove made a presentation to the California Water Resources Control Board regarding water conservation pricing. Mr. Dove is also a published author of a water rate paper in the *Journal of the American Water Works Association (Implementing Consumption-Based Fixed Rates in Davis, Calif.)*. Mr. Dove's expertise also includes assisting agencies in securing state and federal grants and loans and in issuing certificates of participation (COPs), revenue bonds, general obligation bonds, assessment district bonds, Marks-Roos revenue bonds, CFD (Mello-Roos) bonds, private placement loans and other types of debt. Mr. Dove recently finished his term on the board of directors of the National Association of Municipal Advisors (NAMA).

Education

M.S., Civil Engineering - University of California, Berkeley

B.S., Civil Engineering – Drexel University, Philadelphia, PA

Representative Projects

- **Town of Yountville:** Water and wastewater rate study, rate structure re-organization
- **City of Davis:** Comprehensive water rate study and surface water project financing plan developed with a 15-member Water Advisory Committee. Completed subsequent water rate updates and a water capacity fee study for the City as well.
- **City of Modesto:** Developed water and wastewater cost of service rate and capacity fee studies.
- **City of Santa Barbara:** Comprehensive water rate and capacity fee study.
- **City of American Canyon:** Comprehensive, multi-year water and wastewater rate study.
- **West Valley Sanitation District (Campbell, CA):** Wastewater rate study, financing plan and bond issuance.
- **City of Patterson:** Water and wastewater rate studies and five-year financing plans.
- **City of San Juan Bautista:** Water and Wastewater rate and capacity fee studies, DIF study, Revenue bonds for water and wastewater projects, continuing disclosure services.
- **City of Placerville:** Water and wastewater rate and capacity fee studies.
- **Sonoma Water (formerly Sonoma County Water Agency):** Wastewater rate studies for 8 separate sanitary districts/zones managed by the Agency.
- **Del Paso Manor Water District:** Comprehensive water financial plan and rate study.
- **Browns Valley ID:** Water rate study
- **Rio Linda/ Elverta Community Water District:** Comprehensive water financial plan, connection fee and rate study.

- **Madera County, CA:** Rate studies for twenty-three of the county's water and sewer special service districts
- **City of Imperial, CA:** Water and wastewater financial plans and rate studies.
- **East Bay Municipal Utility District:** Comprehensive water rate study and AB 1600 capacity fee review, Wastewater cost-of-service review and capacity fee review, various other financial studies
- **Napa-Berryessa Resort Improvement District:** Developed financing plan for water and wastewater public-private partnership (P3). Prepared assessment engineers report. Formed an assessment district and secured \$11.1 million in federal funding from US Department of Agriculture.
- **City of Monterey:** Developed financing plan and rate study for \$20 million wastewater pipeline rehabilitation project.
- **San Miguel Community Services District, CA:** Water and wastewater financial plans and rate studies.
- **City of Santa Clara:** Wastewater rate and capacity fee study.
- **City of Gilroy:** Water and wastewater rate studies.
- **City of Ontario/Ontario Redevelopment Agency:** financial advisor on \$134.3 million in development refunding and new money issues (2), which included financing for the Ontario Convention Center.
- **City of Calistoga:** Long range utility financial plan, water and wastewater rates, secured financing for WW treatment plant upgrade (\$6 million SRF loan, \$3 million Small Community Grant, \$3.5 million revenue bonds).
- **El Dorado Irrigation District:** Water and wastewater rate studies.
- **Lake Arrowhead Community Services District:** Financial master plan, \$28 million revenue bond refinancing and water and wastewater rate studies.
- **California Statewide Communities Development Authority:** Financial advisor for statewide pooled revenue bond program (over \$250 million issued for over 32 borrowers).
- **South Bay Water Recycling Program, Phases 1 & 2:** Financial plan and rate study for \$200+ million regional (San Jose area) wastewater recycling program.

Professional Memberships

- National Association of Municipal Advisors (former Board Member)
- League of California Cities
- American Water Works Association
- Association of California Water Agencies
- California Water Environment Association
- California Association of Sanitation Agencies
- California Special Districts Association
- Water Reuse Association

Certifications

Certified Independent Professional Municipal Advisor (CIPMA), Registered Professional Engineer (PE) in California (PE# 45642) and MSRB -Registered Municipal Advisor – Series 50

MICHAEL J. DEGROOT



Experience

Michael DeGroot is a consultant and registered Municipal Advisor with Bartle Wells Associates with over eight years of experience. He works closely with staff, engineers, lawyers, and other consultants to develop equitable rate structures for water and sewer enterprises. Mr. DeGroot specializes in developing long-term financial plans, meter and commodity rates, and capacity fees for Cities and special Districts.

Education

B.S., Business Administration – U.C. Berkeley Walter A. Haas School of Business, Berkeley, CA

Representative Projects

- **City of Patterson:** Water rate study. Water, wastewater, and stormwater capacity fee study
- **West Valley Sanitation District:** Detailed financial plan, including debt funding alternatives for significant expenditure projections related to the \$2 billion wastewater facility upgrade.
- **City of Alameda:** Sewer rate study.
- **City of Foster City:** Water and sewer rate study and alternative rate structure analysis.
- **City of Pacifica:** Sewer rate and capacity fee study.
- **Fairfield-Suisun Sewer District:** Sewer rate and capacity fee study.
- **Castro Valley Sanitary District:** Financial plan and financial adviser for revenue bond issue.
- **Oro Loma Sanitary District:** Financial plan and financial adviser for revenue bond issue.
- **Stege Sanitary District:** Sewer rate study.
- **Sutter Community Services District:** Water rate study and financial plan.
- **Browns Valley Irrigation District:** Water rate study.
- **Malaga County Water District:** Water and sewer rate study and capacity fees.
- **City of Fresno:** Water and sewer capacity fees.
- **City of Santa Barbara:** Water rate study and water and sewer capacity fees.
- **City of Benicia:** Sewer rate analysis and drought option.
- **City of California City:** Water and sewer rates, impact fees, and miscellaneous charges.
- **City of Palmdale:** Sewer rate study.
- **Crestline Sanitation District:** Sewer rate study.
- **City of Hughson:** Water rate study and SRF loan support.
- **Grizzly Flats CSD:** Water rate study.
- **City of Santa Clarita:** Feasibility study of the City's takeover and operation of its sewer enterprise from LACSD.
- **Mariposa County:** Water and sewer financial plans for six utilities and funding plan for roads.
- **City of Solvang:** Water and sewer rate studies and capacity fees. Storm drain funding memo.
- **City of Placerville:** Water and wastewater rate study.
- **City of Angels Camp:** Water and wastewater rate study.
- **Marina Coast Water District:** Water and wastewater capacity fee study.

Section 4: Scope of Work

SPECIFIC PROJECT APPROACH

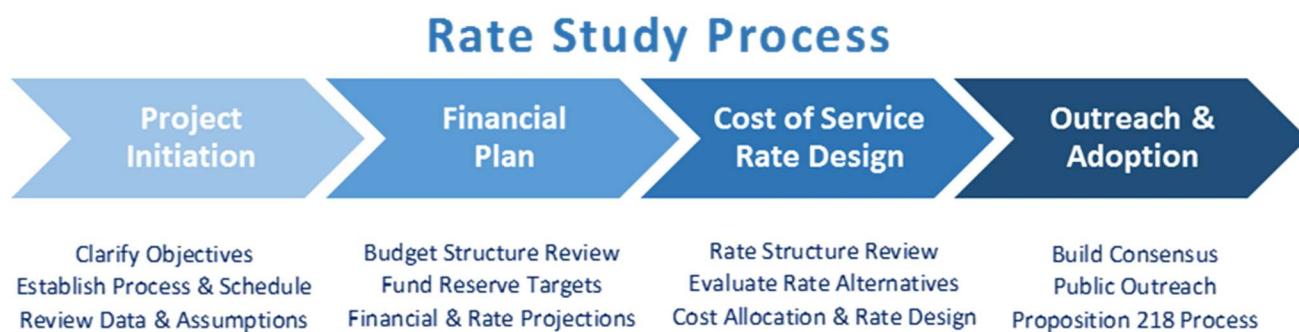
Bartle Wells Associates' approach to this project is to provide a comprehensive review of the Town's water and wastewater finances and to develop recommendations for the water and wastewater rates to fund each utility's cost of service. BWA uses a collaborative project approach to ensure final recommendations reflect the policy preferences and objectives of the agencies we serve. Our general project approach is to work closely with Town staff, the Town Council and/or subcommittees, and other stakeholders; identify objectives; set milestones; have frequent communication; and remain flexible to resolve unanticipated issues. We have a long track record of completing projects on time and on schedule and for providing independent, high-quality advice and work products.

BWA's methodology for each project is based on an inclusive review of each agency's unique financial situation. We do not have a "one-size-fits-all" rate model. We tailor each study to fit the distinct requisites of each agency to ensure that all recommendations reflect local needs and objectives. Key issues of this study include:

- **Rate Structure Revisions:** BWA will evaluate water rate alternatives that a) ensure revenue sufficiency b) consider drought and any other recent changes in demand for water and wastewater services, c) minimize the impact on customers, d) allocate costs equitably among all customer classes, e) promote conservation, and f) comply with the legal requirements of Proposition 218 and recent Court decisions.
- **Review Projections from Last Study:** BWA will review our projections from the last study and compare to the most recent data to determine each utility's current financial standing. Our evaluation will include a comparison of revenues, cost escalator factors, wholesale water purchases, debt estimates, and water consumption.

PROPOSED SCOPE OF SERVICES

This section presents a draft work plan and scope of services that we believe forms a sound basis for completing the Water and Wastewater Rate Study. Bartle Wells Associates will work with the project team to finalize a scope of services that meets the Town's objectives. Our scope of work is based on four interrelated components as shown on the figure below:



TASK A. PROJECT INITIATION & DATA COLLECTION

1. Project Team Orientation

To initiate our work, hold a meeting with Town staff and others as appropriate, to accomplish the following:

- Identify members of Town staff, Town Council, engineering consultants, and others who will participate in the project.
- Determine the roles and responsibilities of all project participants.
- Identify other parties that may a significant interest in the project, such as community groups, business organizations, developers, and large customers.
- Establish project schedule and key milestone dates.
- Confirm the key goals and expectations of the project team.

2. Investigation and Data Collection

Assemble the information necessary to understand the Town's water and sewer systems, finances, customers and usage, rate and fee structures, capital improvement needs and alternatives, and legal agreements. Assistance and cooperation of Town staff will be needed to assemble the relevant background information. The objectives of investigation and data collection are to develop a complete understanding of the water enterprise and its finances, and to reach an agreement on basic assumptions to be used in the study as well as key alternatives for evaluation. Investigation will include, but is not limited to, the following areas:

- Current and historical documents including current and projected budgets, financial statements, and other financial studies or internal finance projections
- Capital improvement plans and engineering master plans
- Current system capacity including capacity available for growth
- Current and historical rates and fees
- Historical and projected growth and demand
- Long-term infrastructure replacement needs
- Key capital alternatives for evaluation
- Formal and informal financial policies
- Agreements with other agencies and/or organizations.
- Conditions leading up to this project

Task A Deliverables Include:

- Project kickoff meeting
- List of project goals and objectives
- Project schedule and budget
- Project team contact list
- Summary of current and historical rates and finances
- List of key assumptions and alternatives underlying the rate study

TASK B. WATER AND WASTEWATER FINANCIAL PLANS

1. Develop Forecasts and Projections

Based on evaluation of the data assembled and input provided by the Town, prepare forecasts and projections to be used in the development of financial projections for the Town's water and wastewater utilities. Develop projections for the following areas (and others as appropriate). Review projections and alternatives with Town staff for agreements on assumptions, interpretation of data, and completeness of approach. Analysis will include, but is not limited to, the following areas:

- **Long Term Capital Repairs & Replacements:** Identify future capital improvement program costs or alternatives to include in the financial analysis and determine a reasonable amount to include for future, ongoing capital repairs and replacements. BWA often recommends that agencies phase in funding for long-term system rehabilitation.
- **Water & Sewer Demand, Supply, & Cost:** With Town input, forecast water demand, future conservation projections, and costs of wholesale water purchases from the Veteran's Home. Identify potential water reduction scenarios for evaluation.
- **Cost Escalation Factors:** Review historical cost trends and work with project team to develop reasonable cost escalation factors for both operating and capital expenditures. Work with Town staff to identify any anticipated changes in future staffing, benefits, and/or other operating costs.

2. Evaluate Financing Alternatives for Capital Improvements

If warranted, Evaluate options for financing capital improvement projects. Our evaluation will:

- Estimate the amount and timing of any debt, if needed, to finance capital projects.
- Evaluate the alternative borrowing methods available including bonds, COPs, state and federal loan programs, bank loans and lines of credit, and other options.
- Recommend the appropriate type of debt, its term and structure.
- Develop debt service estimates to incorporate in the financial projections.

3. Review Minimum Fund Reserve Targets

Evaluate the adequacy of the Town's current utility fund reserves. If needed, establish prudent minimum fund reserve targets based on the Town's operating and capital funding projections. Develop an implementation plan for achieving and maintaining the recommended reserve fund levels.

4. Develop 10-Year Financial Projections

Develop cash flow projections showing the financial position of the water and wastewater enterprises over the next 10 years. The cash flows will project fund balances, revenues, expenses, and debt service coverage, and will incorporate the forecasts developed with staff input. After developing a base-case cash flow scenario, we can develop alternatives for additional evaluation such as capital improvement alternatives, project financing alternatives, the impacts of various levels of water demand, etc. During this phase, BWA will work closely with the project team to evaluate financial and rate projections under alternative scenarios and assumptions.

5. Evaluate Rate Increase Options

Based on the cash flow projections, determine the annual revenue requirements and project the overall level of required water and wastewater rate increases. Evaluate rate adjustment alternatives, such as gradually phasing in required rate increases over a number of years. If appropriate, evaluate different levels of rate increases and their impacts on the Town's ability to fund future operating and capital needs.

6. Develop Financial & Rate Models

Develop user-friendly water and wastewater financial and rate models designed to be used by Town staff to update projections, change assumptions, and evaluate financial scenarios and their impacts on future utility rates. The models will detail key assumptions and can be used to evaluate alternatives and "what if" scenarios. BWA has developed numerous rate and financial models for utility enterprises. We have found that keeping a model as straightforward as possible, without unnecessary complexity, can increase the model's usability and improve effectiveness as an in-house planning tool.

Task B Deliverables Include:

- Summary of long-term capital improvement plan & key alternatives if appropriate
- Evaluation of financing alternatives for capital improvements
- Recommendations for minimum fund reserve targets
- 10-year cash flow projections with supporting tables
- User-friendly water and wastewater financial and rate models designed to enable staff to update projections and evaluate alternative financial scenarios
- Evaluation of rate increase options
- Meet with the Town's project team to present findings, discuss alternatives, gain feedback, and develop preliminary recommendations

TASK C. WATER AND WASTEWATER RATE STUDIES

1. Identify & Evaluate Rate Structure Modifications & Alternatives

Review the Town's current water and wastewater rate structures and discuss advantages and disadvantages compared to other rate approaches. Identify potential alternatives and modifications that could help improve rate equity, conservation incentive, or help achieve other Town objectives. Discuss pros and cons of different rate structure options and their general impacts on different types of customers. Rate structure options will be refined as the study progresses based on input from the Town's project team and Town Council Ad Hoc Committee. Some potential rate structure modifications that could be evaluated based on Town direction may include, but are not limited, the following:

Water Rates

- Possible modifications to the rate structure that redistribute costs equitably between residential and commercial customers
- Addition of emergency water shortage rates or potential drought surcharges that can be implemented due to decreases in water sales.

Wastewater Rates

- Potential addition of a volume component for residential customers
- Modifications to ensure equity between the various residential and non-residential rate classes
- Adjustments to the load factors for the volume charge for non-residential accounts

2. Conduct Survey of Regional Water and Wastewater Rates

Review and summarize water and sewer rates of other regional and/or comparable agencies. Summarize results in easily understandable tables and/or charts. Confer with staff on agencies to include in the survey.

3. Analyze Water Consumption & Utility Billing Data

Analyze current and historical water usage and utility billing data to determine reasonable and conservative estimates of water and sewer demand to use in developing financial projections and rates. Water use can fluctuate from year to year depending on various factors such as weather and local and regional conservation efforts. Ideally, we would prefer to analyze 3 years of utility billing data in order to determine slightly conservative demand projections. Work with the Town to project water and wastewater demand under various normal year and water shortage scenarios.

4. Allocate Costs to Billing Parameters for Each Utility

Allocate costs identified in the water, wastewater financial plans to appropriate fixed and variable rate components. Water rates will be based on an equitable allocation of costs to fixed and variable charges and will include a cost-basis to support any. Sewer rates will be based on cost allocations to wastewater flow, BOD, and SS to develop underlying unit charges that will then be applied to the wastewater discharge characteristics of different customer classes. Rates will be designed to be equitable to all customers and comply with the substantive requirements of Proposition 218.

5. Develop Preliminary & Final Rate Recommendations with Town Input

Based on evaluation of rate structure alternatives and the financial plan update, develop draft rate alternatives for Town input. The recommendations may include a multi-year phase in of both overall rate increases and proposed rate structure adjustments in order to help mitigate the annual impact on ratepayers. Review preliminary recommendations and key alternatives with the project team and Town Council. Revise recommendations based on input received. Develop a plan for implementing rate increases and rate structure modifications.

Final rate recommendations will be designed to:

- a) fund each utility's long-term costs of providing service, including operating, capital, and deferred maintenance needs
- b) be fair and equitable to all customers,
- d) provide a prudent balance of revenue stability and conservation incentive,
- e) be easy to understand and administer, and
- f) comply with the substantive requirements of Proposition 218.
- g) adhere to industry standards, including the American Water Works Association, and recent legislation

6. Evaluate Rate Impacts on a Range of Town Customers

Calculate the impacts of each rate alternative on a range of Town customers (e.g. different customer classes, customers with different levels of water use, etc.). Work with the Town's project team to identify customer and usage profiles to use for calculating the rate impacts. Discuss additional rate structure adjustments that may reduce the impact on certain customers if warranted.

Task C Deliverables Include:

- Evaluation of potential rate modifications
- Water and wastewater rate survey
- Analysis of historical utility billing data
- Cost allocations supporting water and sewer rate components
- Development of draft rate alternatives for Town evaluation and input
- Meet with the Town's project team to present findings, discuss alternatives, gain input, and develop preliminary and final rate recommendations

TASK D. RATE IMPLEMENTATION (MEETINGS/PRESENTATIONS, REPORTS, PROP 218 COMPLIANCE)

Our proposal includes project team meetings as needed, 3-5 community outreach meetings, 2 more community workshop meetings prior to the Prop 218 hearing and 3 meetings with Town Council.

1. Project Team Meetings (project teams meetings – as needed)

Meet with the Town's project team to present and present findings, discuss alternatives and their impacts, gain ongoing input, and develop and hone recommendations.

2. Community Outreach Meetings (3-5 community outreach meetings plus 2 more community workshop meetings ahead of the Prop 218 rate hearing) Develop water and wastewater rate presentation materials in plain English - layman's terms for presentation to community groups. Conduct presentations and receive feedback from ratepayers.

3. Town Council Presentations & Proposition 218 Hearing (2 Council Presentations & 1 rate hearing)

Participate in an initial Town Council Meeting to present findings, preliminary recommendations, and key alternatives, and to obtain Council and public input. Incorporate input and hone recommendations as warranted to ensure final recommendations reflect Council preferences. Present revised, final recommendations at a subsequent Council Meeting to gain approval to move forward with the Proposition 218 process.

Attend the Proposition 218 Public Hearing at a Town Council Meeting and present a summary of findings and recommendations. Remain available to respond to Council and public comments. BWA has extensive experience presenting financial and rate recommendations to non-technical audiences, dealing with challenging questions, and building acceptance for final recommendations.

4. Prepare Draft & Final Reports

Develop an administrative draft report summarizing key background issues, study objectives, findings, assumptions, draft recommendations and alternatives, impacts on ratepayers, and the rate and fee surveys. The report will include: a) brief descriptions of the each utility system, service areas, and population, b) overview of historical financial operations, c) discussion of the current utility rates, d) a description of 10-year water and wastewater capital improvement programs, including potential impacts of State and Federal regulatory requirements, e) presentation of 10-year financial projections and key assumptions, f) explanation of cost allocation and derivation of recommended water and wastewater rates, g) impacts of proposed rates on a range of customer types and usage profiles, and h) results from the water and wastewater rate and fee surveys.

The report will be written for a non-technical audience and will clearly explain the rationale for recommendations and key alternatives when applicable. Submit a preliminary draft report for Town review and feedback. Incorporate input into an administrative draft report for distribution to the Town Council. Incorporate any revisions into a final report and provide the Town with printed and electronic copies.

5. Proposition 218 Rate Notice

Proposition 218 establishes requirements for adopting or increasing property-related fees and charges. In July 2006, the California Supreme Court ruled that water rates are subject to Prop. 218 (Articles XIIIC and XIIID of the state constitution). Prop. 218 requires that the Town: 1) mail notification of proposed rate increases and the date, time, and place of public hearing to all affected property owners (and potentially ratepayers who are renters that pay water bills), 2) hold a public hearing not less than 45 days after the notices are mailed, and 3) subject the rate increases to majority protest; if more than 50% of property owners submit written protests, the proposed rate increases cannot be adopted. Water and sewer rates are exempt from the voting requirements of Prop. 218 provided rates do not exceed the cost of providing service and meet the substantive rate requirements of Proposition 218.

Develop a draft Proposition 218 notice for Town review. Incorporate revisions and develop a final notice. BWA recommends the notice go beyond the minimum legal requirements and provide clear and concise explanation of the reasons for any rate adjustments. BWA has helped many agencies adopt rates via the Proposition 218 process. We have found that ratepayers are generally much more accepting of rate increases or rate structure modification when they understand the reasons underlying the adjustments.

6. Public Education and Consensus-Building

Rate and fee adjustments are often controversial. BWA has extensive experience developing clear presentations that facilitate public understanding of the need for rate increases. We understand the importance of building consensus and public acceptance for our recommendations and can assist the Town in any outreach and public education efforts.

Task D Deliverables Include:

- project team/Town Council Ad Hoc meetings as needed to discuss findings, alternatives, recommendations and obtain input
- 3-5 Community outreach meetings plus 2 community workshops prior to hearing
- 3 City Council meetings to a) present findings and preliminary recommendations and receive input, b) present revised recommendations for additional input, and c) present a summary at the Prop. 218 Public Hearing
- PowerPoint presentations summarizing key findings, alternatives, and recommendations
- Draft and final reports summarizing background information, key findings, alternatives, and recommendations
- Draft of required Proposition 218 Notice of proposed rate increases

Section 5: Proposed Budget

This section shows a breakdown of projected hours and the estimated budget for each task. The budget can be refined with the project team to meet the Town's study objectives

PROJECT TASK	Estimated Hours	D. Dove @ \$270/hr	M DeGroot @ \$170/hr	Total Cost
TASK A. PROJECT INITIATION & DATA COLLECTION	20	5	15	\$3,900
1. Project Team Orientation				
2. Investigation & Data Collection				
TASK B. WATER AND WASTEWATER FINANCIAL PLANS	50	20	30	\$10,500
1. Develop Forecasts & Projections				
2. Evaluating Financing Alternatives for Capital Improvements				
3. Review Minimum Fund Reserve Targets				
4. Develop 10-Year Financial Projections				
5. Evaluate Rate Increase Options				
6. Develop Financial & Rate Models				
TASK C. WATER AND WASTEWATER RATE STUDIES	55	25	30	\$11,850
1. Identify Rate Structure Modifications & Alternatives				
2. Conduct Survey of Regional Water & Sewer Rates				
3. Analyze Utility Consumption & Billing Data				
4. Allocate Costs to Billing Parameters for Each Utility				
5. Develop Preliminary & Final Rate Recommendations				
6. Evaluate Rate Impacts on Customers				
TASK D. RATE IMPLEMENTATION (Meetings, Presentations, Report)	60	25	35	\$12,700
1. Project Team Meetings/Town Council Ad Hoc Committee (4)				
2. Town Council Presentations & Proposition 218 Hearing (3)				
3. Prepare Draft & Final Reports				
4. Proposition 218 Rate Notice				
5. Public Education and Consensus-Building				
TOTAL ESTIMATED HOURS	185	75	110	\$38,950
ESTIMATED DIRECT EXPENSES				
Travel/copies/binding/phone/fax/mail/miscellaneous				\$1,000
TOTAL PROJECT COSTS				\$39,950
Contingency/Additional Analysis/Additional Meetings (Optional)				\$5,000

Budget in RFP Appendix A Format

Schedule of Professional Fees and Expenses to Support the Total All-Including Maximum Price					
	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total	
Partner <i>Doug Dove, President</i>	75	\$ 270	\$ 270	\$ 20,250	
Manager		\$	\$	\$	
Supervisory Staff		\$	\$	\$	
Other (Specify) <i>Michael DeGroot, Consultant</i>	110	\$ 170	\$ 170	\$ 18,700	
Sub-Total				\$ 38,950	
Out-of-Pocket Expenses				\$ 1,000	
Total				\$ 39,950	

Section 6: Proposed Schedule

This section presents a preliminary draft schedule for completing the project with an estimated project start date of April 25, 2022, and the first year of proposed rates effective January 1, 2023. BWA will work with the project team to develop key milestones and a final schedule.

PROJECT TASK	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN
Project Initiation & Data Collection		*								
Water and Wastewater Financial Plans										
Water and Wastewater Rate Studies										
Draft & Final Reports/Model									C	
Project Team Meetings (TBD)										
Town Council and Community Meetings										
Proposition 218 Process & Hearing (TBD)										R

Note: Individual project milestones will be established based on consultation with the project team.

* - Anticipated Project Start Date April 25, 2022

C - Project estimated completion date November 30, 2022

R - First Year of Rates Effective January 1, 2023

Availability & Fees

1. Bartle Wells Associates is prepared to begin work upon the Town's authorization to proceed.
2. During the project development period, we will be available at all reasonable times and on reasonable notice for meetings and for consultation with Town staff, attorneys, consulting engineers, and others as necessary.
3. Bartle Wells Associates will perform all work related to the assignment. Doug Dove, a firm principal, and president will be assigned as project leader on this assignment. Mr. Dove will be the lead presenter and lead community outreach person for this project.
4. The fees for services outlined in this proposal will not exceed \$39,950 plus direct expenses estimated not to exceed \$1,000. The proposal also includes an optional contingency of \$5,000 at the Town's discretion to account for potential additional meetings, presentations, analysis, or other additional services. The fee is based on the following assumptions:
 - The project will be completed by December 31, 2022, or other mutually agreeable date preferred by the Town. BWA will work to meet all Town scheduling requirements and deadlines.
 - All necessary information will be provided by the Town and/or its other consultants in a timely manner.
 - BWA will develop one preliminary draft, one administrative draft, and one final version of both the calculation tables and the report. Time and expenses involved in revising tables and assumptions and additional report revisions may constitute additional services if not achievable within the budget.
 - The fee is based on project team meetings as needed, a total of up to 7 community meetings and/or presentations, and 3 Town Council meetings. In accordance with CDC and California State Health Department recommendations, we prefer to attend meetings via teleconference where possible.
5. Progress payments and direct expenses are payable monthly on a time and materials basis as the work proceeds as provided in our Billing Rate Schedule 2022, which will remain in effect for the duration of this project.
6. In addition to the services provided under this proposal, the Town may authorize Bartle Wells Associates to perform additional services for which the Town will compensate us based on consultants' hourly rates at the time the work is performed, plus direct expenses
7. Bartle Wells Associates will maintain in force, during the full term of the assignment, insurance as provided in the Certificate of Insurance attached.
8. Bartle Wells Associates is an independent public finance advisory firm that is registered as a Municipal Advisor with the Securities and Exchange Commission (SEC Registration No. 867-00740) and the Municipal Securities Rulemaking Board (MSRB ID K0414).
9. If the project is terminated for any reason, Bartle Wells Associates is to be reimbursed for professional services and direct expenses incurred up to the time notification of such termination is received.



BARTLE WELLS ASSOCIATES BILLING RATE SCHEDULE 2022

Rates Effective 1/1/2022

Professional Services

Financial Analyst I	\$110 per hour
Financial Analyst II	\$140 per hour
Consultant.....	\$170 per hour
Senior Consultant.....	\$200 per hour
Senior Project Manager	\$230 per hour
Principal Consultant.....	\$270 per hour

The hourly rates for professional services include all overhead and indirect expenses. Bartle Wells Associates does not charge for administrative support services. Expert witness, legal testimony, or other special limited assignments will be billed at one and one-half times the consultant's hourly rate.

The above rates will be in effect through December 31, 2022, at which time they will be subject to change.

Direct Expenses

Subconsultants will be billed at cost plus ten percent. Other reimbursable direct expenses incurred on behalf of the agency will be billed at cost plus ten percent. These reimbursable costs include, but are not limited to:

- Travel, meals, lodging
- Printing and photocopying
- Special statistical analysis
- Outside computer services
- Bond ratings
- Automobile mileage
- Messenger services and mailing costs
- Graphic design and photography
- Special legal services
- Legal advertisements

Insurance

Bartle Wells Associates maintains insurance in the amounts and coverage as provided in the attached schedule of insurance. Additional or special insurance, licensing, or permit requirements beyond what is shown on the schedule of insurance are billed in addition to the contract amount.

Payment

Fees are typically billed monthly for the preceding month and will be payable within 30 days of the date of the invoice. A late charge of 1.0 percent per month may be applied to balances unpaid after 60 days.

SCHEDULE OF INSURANCE

Insured: BARTLE WELLS ASSOCIATES

Bartle Wells Associates will maintain in force, during the full term of the assignment, insurance in the amounts and coverage as provided in this schedule. If additional insurance is required, and the insurer increases the premium as a result, then the amount of the increase will be added to the contract price.

TYPE OF INSURANCE	COMPANY POLICY NUMBER	COVERAGES AND LIMITS	EXP. DATE
Commercial General Liability	Hartford Insurance Company Policy #35-SBA PA6857	<ul style="list-style-type: none"> ■ \$2,000,000 General Aggregate ■ \$2,000,000 Products Comp/Op Aggregate ■ \$2,000,000 Personal & Advertising Injury ■ \$1,000,000 Each Occurrence 	6/1/22
Excess/Umbrella Liability	Hartford Insurance Company Policy #35-SBA PA6857	<ul style="list-style-type: none"> ■ \$1,000,000 Aggregate ■ \$1,000,000 Each Occurrence 	6/1/22
Automobile Liability	Hartford Insurance Company Policy #35-UEC VU2842	<ul style="list-style-type: none"> ■ \$1,000,000 Combined Single Limit 	6/1/22
Workers Compensation & Employers' Liability	Hartford Underwriters Insurance Company Policy #35-WEC FG7858	<p>Workers' Compensation: Statutory Limits for the State of California. Employers' Liability:</p> <ul style="list-style-type: none"> ■ Bodily Injury by Accident - \$1,000,000 each accident ■ Bodily Injury by Disease - <u>\$1,000,000</u> each employee ■ Bodily Injury by Disease - <u>\$1,000,000</u> policy limit 	6/1/22
Professional Liability	Chubb & Son, Inc. BIND094045	<p>Solely in the performance of services as municipal financing consultants for others for a fee.</p> <p>Limit: \$2,000,000 Per Occurrence & Aggregate (including defense costs, charges, and expenses)</p>	6/1/22