



**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
JUNE 02, 2020
110 EAST MAIN STREET
LOS GATOS, CA**

*Marcia Jensen, Mayor
Barbara Spector, Vice Mayor
Rob Rennie, Council Member
Marico Sayoc, Council Member
Vacant, Council Member*

PARTICIPATION IN THE PUBLIC PROCESS

How to participate: The Town of Los Gatos strongly encourages your active participation in the public process, which is the cornerstone of democracy. If you wish to speak to an item on the agenda, please complete a “speaker’s card” located on the back of the chamber benches and return it to the Town Council. If you wish to speak to an item NOT on the agenda, you may do so during the “Verbal Communications” period. The time allocated to speakers may change to better facilitate the Town Council meeting.

Effective Proceedings: The purpose of the Town Council meeting is to conduct the business of the community in an effective and efficient manner. For the benefit of the community, the Town of Los Gatos asks that you follow the Town’s meeting guidelines while attending Town Council meetings and treat everyone with respect and dignity. This is done by following meeting guidelines set forth in State law and in the Town Code. Disruptive conduct is not tolerated, including but not limited to: addressing the Town Council without first being recognized; interrupting speakers, Town Council or Town staff; continuing to speak after the allotted time has expired; failing to relinquish the podium when directed to do so; and repetitiously addressing the same subject.

Deadlines for Public Comment and Presentations are as follows:

- Persons wishing to make an audio/visual presentation on any agenda item must submit the presentation electronically, either in person or via email, to the Clerk’s Office no later than 3:00 p.m. on the day of the Council meeting.
- Persons wishing to submit written comments to be included in the materials provided to Town Council must provide the comments as follows:
 - For inclusion in the regular packet: by 11:00 a.m. the Thursday before the Council meeting
 - For inclusion in any Addendum: by 11:00 a.m. the Monday before the Council meeting
 - For inclusion in any Desk Item: by 11:00 a.m. on the day of the Council Meeting

***Town Council Meetings Broadcast Live on KCAT, Channel 15 (on Comcast) on the 1st and 3rd Tuesdays at 7:00 p.m.
Rebroadcast of Town Council Meetings on the 2nd and 4th Mondays at 7:00 p.m.
Live & Archived Council Meetings can be viewed by going to:
<https://www.youtube.com/channel/UCFh35XRBWer1DPx-F7vvhcq>***

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE CLERK DEPARTMENT AT (408) 354-6834. NOTIFICATION 48 HOURS BEFORE THE MEETING WILL ENABLE THE TOWN TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING [28 CFR §35.102-35.104]

**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
JUNE 02, 2020
7:00 PM**

IMPORTANT NOTICE REGARDING THE JUNE 2, 2020 COUNCIL MEETING

This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29- 20 dated March 17, 2020, regarding the COVID- 19 pandemic. The live stream of the meeting may be viewed on television and/or online at <https://www.youtube.com/channel/UCFh35XRBWer1DPx-F7vvhcg>. **In accordance with Executive Order N-29- 20, the public may only view the meeting on television and/or online and not in the Council Chamber.**

PARTICIPATION

If you are not interested in providing oral comments real-time during the meeting, you can view the live stream of the meeting on television (Comcast Channel 15) and/or online at <https://www.youtube.com/channel/UCFh35XRBWer1DPx-F7vvhcg>.

If you are interested in providing oral comments real-time during the meeting, you must join the Zoom webinar at <https://losgatosca-gov.zoom.us/j/98463235356> password: 247067.

During the meeting:

- When the Mayor announces the item for which you wish to speak, click the “raise hand” feature in Zoom. If you are participating by phone on the Zoom app, press *9 on your telephone keypad to raise your hand. If you are participating by calling in, without a Zoom app, you must notify the Town Clerk at PublicComment@losgatosca.gov which item(s) you would like to speak on prior to 7:00 p.m. the day of the meeting to allow the Town Clerk to assist you.
- When called to speak, please limit your comments to three (3) minutes, or such other time as the Mayor may decide, consistent with the time limit for speakers at a Council meeting.

If you are unable to participate in real-time, you may email to PublicComment@losgatosca.gov with the subject line “Public Comment Item #__” (insert the item number relevant to your comment) or “Verbal Communications – Non Agenda Item.” Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. The Mayor has the option to modify this action on items based on comments received.

REMOTE LOCATION PARTICIPANTS

The following Council Members are listed to permit them to appear electronically or telephonically at the Town Council meeting: MAYOR MARCIA JENSEN, VICE MAYOR BARBARA SPECTOR, COUNCIL MEMBER ROB RENNIE, COUNCIL MEMBER MARICO SAYOC. All votes during the teleconferencing session will be conducted by roll call vote.

MEETING CALLED TO ORDER

ROLL CALL

PRESENTATIONS

- i. Youth Commissioner End of Term Commendations
- ii. Youth Friendly Business of the Year
- iii. Youth Friendly Green Business of the Year
- iv. Library Update

COUNCIL / MANAGER MATTERS

CONSENT ITEMS *(Items appearing on the Consent Items are considered routine and may be approved by one motion. Any member of the Council or public may request to have an item removed from the Consent Items for comment and action. If an item is pulled, the Mayor has the sole discretion to determine when the item will be heard. Unless there are separate discussions and/or actions requested by Council, staff, or a member of the public, it is requested that items under the Consent Items be acted on simultaneously.)*

1. Approve Council Meeting Minutes May 19, 2020.
2. Adopt a Resolution Approving the Vacant Land Purchase Agreement and First Amendment to the Agreement for the Sale of Town-Owned Property Located on 20 Dittos Lane, Authorizing the Town Manager to Execute all Documents Needed to Complete the Transaction in a Form Acceptable to the Town Attorney.
3. Adopt a Resolution to Provide Temporary Modifications to Specific Provisions Related to Business Permits, Processes, Provisions, and Activities during the COVID-19 Pandemic to Offer Economic Relief, Recovery, and Opportunities for Community and Economic Vitality.
4. Approve the Scoring Rubric for the Town's Community Grant Program.
5. Receipt and Expenditure of California State Library Grant Funds.
6. State Homeland Security Grant Program (SHSGP)
 - a. Accept State Homeland Security Grant Program (SHSGP) funding and authorize budget adjustments in the amount up to \$102,000 to recognize grant funding from SHSGP.
 - b. Authorize Town Manager to execute required agreement and grant documents to receive funds in accordance with SHSGP requirements.

7. Operating and Capital Budgets

 - a. Adopt a resolution approving the Town of Los Gatos Fiscal Year (FY) 2020/21 Operating Budget and FY 2020/21 – 2024/25 Capital Improvement Program (CIP), new appropriations, other approved adjustments, minor corrections, and carry-forward appropriations
 - b. Adopt a resolution approving commitment of fund balances under GASB 54.
 - c. Confirm the General Fund Reserve Policy, Long term Debt Policy, Investment Policy, and IRS Section 115 Pension Trust and OPEB Trust Investment Policy.
8. Approve an Expenditure Budget Adjustment in the General Fund (Restricted PARS Pension Trust Assets) in the Amount of \$4,753,965 to Reflect the Payment from the PARS Restricted Pension Trust Assets Reported in the General Fund to CalPERS During FY 2019/20.
9. Authorize the Town Manager to Amend the Scope of Services to the Construction Agreement with Silicon Valley Paving for the Creek Trail, Park Pathway, and Parking Lot Seal Coat and Striping Project (18-831-4609) in an Amount of \$50,000 for Additional Work, for a Total Contract Amount Not To Exceed \$191,180 Including a 10% Contingency.
10. Authorize the Following Actions for the Massol Intersection Improvements Project (19-813-0236):

 - a. Approve the Plans and Specifications;
 - b. Authorize the Town Manager to Advertise the Project for Bid;
 - c. Authorize the Town Manager to Award and Execute a Construction Agreement in an Amount not to Exceed \$349,760, Including Contingencies and Change Orders; and
 - d. Authorize Staff to Execute Future Change Orders in an Amount not to Exceed Twenty Percent of the Contract Award Amount.
11. Authorize the Town Manager to Negotiate and Execute an Agreement with Econolite Systems, Inc. in an Amount Not to Exceed \$581,649 for the Adaptive Signal Control and Advanced Traffic Management Systems for the Los Gatos Smart Signals Project (Project #813-0227 Traffic Signal Modernization).
12. Authorize the Town Manager to Execute a Second Amendment to the Agreement for Services with Brightview Tree Care Services, Inc. to:

 - a. Increase Compensation for FY 2019/20 in an Amount of \$47,000 for a Total Annual Contract Amount Not to Exceed \$247,000.
 - b. Increase Compensation for FY 2020/21 in an Amount of \$147,000 for a Total Annual Contract Amount not to Exceed \$247,000, for a Total Agreement Amount Not to Exceed \$941,000.
 - c. Approve a budget transfer of \$47,000 in FY 2019/20 from the Town’s Tree Replacement Fund to the Streets and Signals Program budget.
13. Authorize the Town Manager to Execute an Agreement with SWCA Environmental Consultants in the Amount of \$199,828.

VERBAL COMMUNICATIONS *(Members of the public are welcome to address the Town Council on any matter that is not listed on the agenda. To ensure all agenda items are heard and unless additional time is authorized by the Mayor, this portion of the agenda is limited to 30 minutes and no more than three (3) minutes per speaker. In the event additional speakers were not able to be heard during the initial Verbal Communications portion of the agenda, an additional Verbal Communications will be opened prior to adjournment.)*

PUBLIC HEARINGS *(Applicants/Appellants and their representatives may be allotted up to a total of five minutes maximum for opening statements. Members of the public may be allotted up to three minutes to comment on any public hearing item. Applicants/Appellants and their representatives may be allotted up to a total of three minutes maximum for closing statements. Items requested/recommended for continuance are subject to Council's consent at the meeting.)*

14. Consider Approval of a Temporary Sign Permit Application on Property Zoned C-1:PD Located at 110 E. Main Street. APN 529-34-108. Temporary Sign Permit Application SN-20-029. Property Owner: Town of Los Gatos. Applicant: Veterans Memorial and Support Foundation of Los Gatos.

ADJOURNMENT *(Council policy is to adjourn no later than midnight unless a majority of Council votes for an extension of time)*

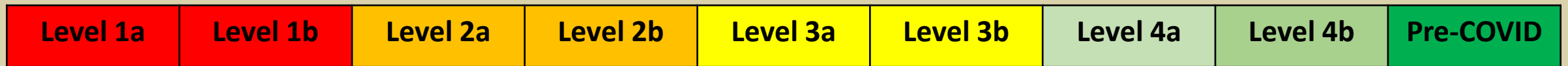
Writings related to any item on the Town Council meeting agenda are available on the official Town of Los Gatos website.

Note: The Town of Los Gatos has adopted the provisions of Code of Civil Procedure §1094.6; litigation challenging a decision of the Town Council must be brought within 90 days after the decision is announced unless a shorter time is required by State or Federal law.

LIBRARY OPERATIONAL LEVELS



Virtual and remote service levels ← Physical and in-person service levels



1. Does this level of service fall within State and Local directives?

2. Do we have sufficient supply of protective equipment for staff?

3. Is the building adequately clean? If there was a confirmed contamination, was the building sanitized? Do we have the cleaning supplies, custodial schedule, and budget to maintain a safe building?

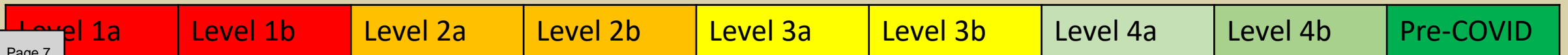
4. Do we have the minimum level of staff, including stand-by alternates to account for illnesses in order to provide this level of service to the public for the hours suggested?

5. Do we have the ability, space, supplies and resources to distribute and receive materials per safety guidelines?

6. Do we have sufficient protection for patrons including most vulnerable? Supplies and staffing to clean surfaces quickly and repeatedly, masks to give away to the public if needed? Do we have a method of enforcement in place for patrons that will not comply with guidelines?


7. Are all recommended physical protective measures in place for the building? Is the building size and physical layout able to accommodate recommended or required social distancing requirements at a limit of persons?

8. Do we have the staffing, alternative staffing, supplies, resources, physical building layout and protections to move to the next service level and building capacity level?



Virtual and remote service levels ← Physical and in-person service levels

Operational Level 1a & 1b – Virtual and remote service

	Services	Building Access	Staffing
1a	<ul style="list-style-type: none">• Virtual services• Online live programs, workshops and trainings• Remote reference and technology help via email and chat• Bolstering e-resource and e-book collections 	<ul style="list-style-type: none">• None	<ul style="list-style-type: none">• Telecommuting only
1b	<ul style="list-style-type: none">• Telephone reference• Accepting and processing returned materials per IMLS & CDC guidelines	<ul style="list-style-type: none">• Staff only	<ul style="list-style-type: none">• Alternating in-building/telecommuting teams

Operational Level 2a & 2b – Virtual service with curbside pickup and limited access



	Services	Building Access	Staffing
2a	<ul style="list-style-type: none"> • Curbside pickup of physical materials • Holds and “grab bag” materials selection • Online live programs, workshops and trainings • Telephone reference • Remote reference and technology help via email and chat • Bolstering e-resource and e-book collections • Accepting and processing returned materials 	<ul style="list-style-type: none"> • Staff only inside building • Curbside pickup M-F 11-4 (initially) • Increased hours TBD 	<ul style="list-style-type: none"> • Alternating in-building/telecommuting teams
2b	<ul style="list-style-type: none"> • Appointments for public computer use • Copier, printing, fax, scanning service available • One on one assistance appointments for recovery issues (job search, federal benefits, etc) 	<ul style="list-style-type: none"> • Public appointments M-F 11-4 initially • Limit 15 patrons at a time 	



Operational Level 3a & 3b – Controlled in-building services with online programs

	Services	Building Access	Staffing
3a	<ul style="list-style-type: none"> • Public access to shelves for material browsing • Check out via cell phone/self check machines • Online live programs, workshops and trainings • Telephone reference • Remote reference and technology help via email and chat • Accepting and processing returned materials • Appointments for public computer use • Copier, printing, fax, scanning service available • One on one assistance appointments for recovery issues (job search, federal benefits, etc) 	<ul style="list-style-type: none"> • 25% building capacity in open areas. Enclosed rooms restricted. • Library use by appointment blocks. • Limited seating for individuals or family units • Public hours TBD (Anticipate M-Sa 10-5 initially, additional hours TBD) 	<ul style="list-style-type: none"> • Rotational staffing either by day alternating days or blocks of days for in-building and telecommuting
3b		<ul style="list-style-type: none"> • 35% building capacity in open areas • Volunteers working • Public hours TBD 	

Operational Level 4a & 4b – Expanded in-building service with limited programming

	Services	Building Access	Staffing
4a	<ul style="list-style-type: none"> • In-person programs and workshops by reservation with 10 person limit • Staffing at reference desks with safety protocols • In-person checkout of materials • Most areas of the library open for public access • Online live programs and workshops • In-person reference help, email, chat and telephone reference handled in-building • Accepting and processing returned materials • Accepting donations • Appointments for public computer use • Copier, printing, fax, scanning service available • One on one assistance appointments for recovery issues (job search, federal benefits, etc) 	<ul style="list-style-type: none"> • 50% building capacity in open areas with limited access to enclosed rooms • Limited seating for small groups • Volunteers working • Full M-Su normal public operation hours 	<ul style="list-style-type: none"> • Majority of staff in-building with regular schedules. Some administrative, finance, and content related work by telecommute
4b	<p style="text-align: center;"></p> <ul style="list-style-type: none"> • Increased capacity for in-person programs • Remaining small group spaces and meeting rooms open for public access 	<p style="text-align: center;"></p>	<p style="text-align: center;"></p>

Operational Level – Pre-COVID

- Service, staffing, public capacity, and hours fully restored within any appropriate protections recommended by County Health



**DRAFT
Minutes of the Town Council Meeting
May 19, 2020**

The Town Council of the Town of Los Gatos conducted a regular meeting via Teleconference, due to COVID-19 Shelter in Place guidelines, on Tuesday, May 19, 2020, at 7:00 p.m.

MEETING CALLED TO ORDER AT 7:01 P.M.

ROLL CALL

Present: Mayor Marcia Jensen (remote participant), Vice Mayor Barbara Spector (remote participant), Council Member Rob Rennie (remote participant), Council Member Marico Sayoc (remote participant).

Absent: None

PRESENTATION

Mayor Jensen presented the Government Finance Officers Association Distinguished Budget Presentation Award recognizing the Town Finance Department.

COUNCIL/TOWN MANAGER REPORTS

Manager Matters

- Announced retail is now able to offer curbside pick-up beginning Friday under the most recent Santa Clara County Public Health Order and encouraged the community to shop Los Gatos local.
- Announced the Town's tennis courts are open and encouraged residents to follow the posted rules.
- Announced the Town is accepting Building and Planning applications online and conducting video inspections, and stated that the Community Development webpage has more information.
- Encouraged the community to visit the designated COVID-19 webpage found on the Town website homepage to locate resources and information on the Public Health Order.

Council Matters

- Council Member Sayoc stated she continues to work with the Cities Association and League of California Cities to ensure local programming and financial needs continue to be met.
- Council Member Rennie stated he participated in the Silicon Valley Clean Energy Risk Oversight Committee and Valley Transportation Authority (VTA) Board meetings via teleconference.

Council Matters continued –

- Vice Mayor Spector stated she has attended the West Valley Clean Water Authority (WVCWA) Board of Directors, West Valley Sanitation District (WVSD) Board of Directors, and the Solid Waste Board of Directors meetings via teleconference, and continues to participate in the Santa Clara County Health Department COVID-19 teleconference updates.
- Mayor Jensen stated she participated in the VTA Policy Advisory Committee Board meeting; a discussion with Santa Clara County Supervisors Chavez and Simitian to get information regarding COVID-19 testing, contact tracing, and personal protective equipment; and the Santa Clara County Economic Recovery Task Force via teleconference.

CONSENT ITEMS (TO BE ACTED UPON BY A SINGLE MOTION)

1. Approve Council Meeting Minutes May 5, 2020.
2. Receive the Third Quarter Investment Report (January through March 2020) for Fiscal Year 2019/20.
3. Authorize the Town Manager to Execute a Summary Vehicle Quotation to Extend the Commercial Motor Vehicle Master Lease Agreement with Mike Albert, LTD. in an Amount Not to Exceed \$3,240 for a 12-Month Lease Extension for Two Electric Vehicles, for a Total Lease Amount Not to Exceed \$63,010.
4. Authorize the Town Manager to Negotiate and Execute an Agreement for Consultant Services with Iteris, Inc. in an Amount Not to Exceed \$135,390 for Design for Field Improvements for the Los Gatos Smart Signals Project (Project #813-0227 Traffic Signal Modernization).
5. Authorize the Town Manager to Amend the Agreement for Consultant Services with Construction Testing Services (CTS) for Materials Testing Services for the Annual Street Repair and Resurfacing Projects (19-811-9901) in an Amount Not to Exceed \$94,000.

MOTION: Motion by Council Member Sayoc to approve Consent Items. Seconded by Council Member Rennie.

VOTE: Motion passed unanimously.

VERBAL COMMUNICATIONS

No one spoke.

PUBLIC HEARINGS

6. Operating and Capital Budgets

- A. Consider the Town of Los Gatos Proposed Operating and Capital Budget for FY 2020/21.
 1. Consider the Town of Los Gatos Donation Opportunities: FY 2020/21 List of Town Needs.
- B. Consider the Town of Los Gatos Proposed Capital Improvement Program for FY 2020/21 – FY 2024/25.
- C. Approve Budget Adjustments for FY 2019/20:
 1. Authorize a Total Revenue Decrease Adjustment in the Amount of \$1,699,411 [Decrease Sales Tax by \$618,744, Decrease Transient Occupancy Tax (TOT) by \$974,678, and Decrease Business License Tax by \$105,989] and
 2. Authorize an Expenditure Decrease Adjustment in the Amount of \$4,232,500 to Reflect that the Additional Discretionary Payment Toward the Unfunded Pension Liability to CalPERS is Scheduled After July 1, 2020.

Laurel Prevetti, Town Manager, presented the staff report.

Opened Public Comment.

Rob Stump

- Requested the Council expedite the roadside fire fuel reduction project, harden the Los Gatos hillside neighborhoods, and adjust funding priorities to ensure wildfire safety; and volunteered to lead an Ad Hoc Committee to develop a multi-year plan to ensure wildfire safety moving forward.

Catherine Somers, Los Gatos Chamber of Commerce Executive Director

- Requested the Council consider a COVID-19 economic recovery project by utilizing budget stabilization and catastrophic reserve funds.

David MacGregor-Scholes, Redemption

- Requested the Council consider allocating emergency funds for business vitality.

Lee Fagot

- Requested the Council consider assisting the Los Gatos Chamber of Commerce to provide support to the business community and asked questions regarding the operating budget.

Matthew Hudes

- Requested the Town build flexibility into the budget and engage the community, possibly by requesting the Finance Committee review the budget prior to it being presented to Council.

Public Hearing Item #6 – continued

Andrea Romano, Centenove and Cin-Cin

- Requested the Council consider assisting the Los Gatos Chamber of Commerce to provide support to the business community.

Closed Public Comment.

Council discussed the matter.

MOTION: Motion by Council Member Sayoc to consider the Town of Los Gatos proposed Capital Improvement Program for FY 2020/21 – FY 2024/25 with the understanding that there is flexibility in the Program between now and the next regular meeting of the Town Council. **Seconded by Council Member Rennie.**

VOTE: Motion passed unanimously.

MOTION: Motion by Council Member Sayoc to bring back at mid-year and in subsequent Budget documents a description of the CIP projects (page B-10) that would be completed in the fiscal year and those that are multi-year efforts. **Seconded by Mayor Jensen.**

VOTE: Motion passed unanimously.

MOTION: Motion by Mayor Jensen to consider the Town of Los Gatos proposed Operating and Budget for FY 2020/21 and tentatively accept the following staff recommended allocations (page A-11) to be finalized during the next regular meeting of the Town Council:

- \$3,660,342 from the Pension/OPEB Reserve to pay off the 2015 CalPERS Gain/Loss base and transfer the residual balance to the restricted IRS 115 Pension Trust [California Employers' Pension Prefunding Trust (CEPPT)].
- \$572,158 residual balance from the Pension/OPEB Reserve to the restricted IRS 115 Pension Trust (CEPPT).
- \$390,000 annual General Fund Reserve Policy scheduled payment to the Pension/OPEB Reserve which will be transferred to the restricted IRS 115 Pension Trust (CEPPT).
- \$3,401,479 from the General Fund Capital/Special Projects Reserve to fund to the proposed Capital Improvement Program.

Motion continued –

- \$1,200,000 from the Winchester property sale to Surplus Property Reserve for future Council allocation, including but not limited to, potential COVID-19 economic impacts in FY 2019/20 and/or other potentially impacted fiscal years.
- \$769,308 from the General Fund Capital/Special Projects Reserve to fund one-time initiatives in FY 2020/21, including tree services, engineering consultants, temporary Parking Manager to implement the Comprehensive Parking Study, continuation of a part-time Code Compliance Officer, and other one-time expenses.
- \$35,306 residual balance from the Vehicle Maintenance and Store Reserve to the General Fund Capital/Special Projects Reserve per the General Fund Reserve Policy.
- \$17,762 from the General Fund Capital/Special Projects Reserve to the Budget Stabilization and Catastrophic Reserves to maintain the required 25% funding level of the proposed Operating Budget consistent with the General Fund Reserve Policy. **Seconded by Council Member Rennie.**

VOTE: Motion passed unanimously.

MOTION: Motion by Mayor Jensen to authorize a total revenue decrease adjustment in the amount of \$1,699,411 [decrease sales tax by \$618,744, decrease transient occupancy tax (TOT) by \$974,678, and decrease business license tax by \$105,989] and authorize an expenditure decrease adjustment in the amount of \$4,232,500 to reflect that the additional discretionary payment toward the unfunded pension liability to CalPERS is scheduled after July 1, 2020. **Seconded by Council Member Rennie.**

VOTE: Motion passed unanimously.

ADJOURNMENT

The meeting adjourned at 9:43 p.m.

Submitted by:

Jenna De Long, Deputy Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/02/2020

ITEM NO: 2

DATE: May 28, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt a Resolution Approving the Vacant Land Purchase Agreement and First Amendment to the Agreement for the Sale of Town-Owned Property Located on 20 Dittos Lane, Authorizing the Town Manager to Execute all Documents Needed to Complete the Transaction in a Form Acceptable to the Town Attorney.

RECOMMENDATION:

Adopt a Resolution (Attachment 1) approving the Vacant Land Purchase Agreement (Attachment 2) and First Amendment to the Agreement (Attachment 3) for the sale of Town-owned property located on 20 Dittos lane, authorizing the Town Manager to execute all documents needed to complete the transaction in a form acceptable to the Town Attorney.

BACKGROUND:

On October 16, 2018, the Town Council approved an exclusive negotiating agreement with Sarah Chaffin for the siting and development of affordable teacher housing at 20 Dittos Lane. Since that time, the developer has been engaging in the Town's planning and development application process. On February 11, 2020, the developer received approval for the Architectural and Site application and Subdivision Application which included requests for a lot line adjustment, subdivision of one lot into three, and construction of two single-family residences on property zoned R1-D. In addition, the developer has submitted the grading permit application to the Town.

With the developer having completed all the initial requisite elements of the Town's planning and development process, the Town is prepared to finalize the contracting phase of the property disposition.

PREPARED BY: Arn Andrews
Assistant Town Manager

Reviewed by: Town Manager and Town Attorney

DISCUSSION:

As previously stated, completion of this transaction will result in the developer building affordable housing on the site as illustrated in Exhibit A of the First Addendum. Provided below are the salient elements of the Vacant Land Purchase Agreement (Agreement) and First Addendum to the Agreement.

Agreement/Amendment Elements	Comments
Purchase Price	The site is being sold to the developer for \$1.00. The Town is responsible for title insurance, escrow, and other related closing fees (estimate \$2,000).
Property Improvements	Two (2) single-family residential units and two (2) accessory dwelling units.
Property Easements	In exchange for ingress easement, egress easement, emergency vehicle easement, public utility easement, and sanitary sewer easement, certain lands will be granted to 18 Dittos Lane.
Below Market Housing Guidelines	This project would provide affordable housing up to 120% of Area Median Income with a preference for teachers or school district staff.
Deed Restrictions	55 years with an opportunity to extend for the longest feasible time.
Town Loan Agreement	Town agrees to loan Buyer the sum of \$600,000.00, with zero interest, amortized over 55 Years from the Town Below Market Housing Fund.

CONCLUSION:

The sale of 20 Dittos Lane will result in the development of four (4) affordable housing units with a preference for teachers and school district staff.

COORDINATION:

This staff report was coordinated with the Town Attorney.

FISCAL IMPACT:

Traditional seller fees associated with property transactions can be absorbed by the Town Manager's Office.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

PAGE 3 OF 3

SUBJECT: 20 Dittos Lane Vacant Land Purchase Agreement

DATE: May 28, 2020

Attachments:

1. Draft Resolution
2. Vacant Land Purchase Agreement and Exhibit A
3. First Addendum to Vacant Land Purchase Agreement

RESOLUTION 2020-

RESOLUTION OF THE TOWN COUNCIL APPROVING THE VACANT LAND PURCHASE AGREEMENT FOR THE SALE OF TOWN-OWNED PROPERTY LOCATED AT 20 DITTOS LANE, APN 529-29-034 AND AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL DOCUMENTS NEEDED TO COMPLETE THE TRANSACTION IN A FORM ACCEPTABLE TO THE TOWN ATTORNEY

WHEREAS, the Town and/or the Successor Agency to the Los Gatos Redevelopment Agency (“Successor Agency”) own the property located at 20 Dittos Lane, Los Gatos, CA; APN: 529-29-034 (“Dittos Property”);

WHEREAS, the Dittos Property was purchased by the former Redevelopment Agency for the Town of Los Gatos for the purpose of providing below market price residential uses; and

WHEREAS, the Town desires to develop an Affordable Residential Housing Project with a preference for Teacher & School Employees (“Project”) on the Dittos Property and has selected Sarah Chaffin, the Developer for the Project; and

WHEREAS, the Town and Buyer desire for the Buyer to develop improvements on the Dittos Property, consisting of two (2) single-family residential units and two (2) accessory dwelling units on two lots which shall be made available to and occupied by households earning no more than 120% of the Area Median Income; and

WHEREAS, the Project has generated enthusiasm from a broad range of community members, and will help implement a number of Town goals, including those set forth in the Town’s General Plan and Housing Element.

NOW, THEREFORE, be it resolved that the Town Council of the Town of Los Gatos does hereby approve the attached Vacant Land Purchase Agreement and First Addendum to the Agreement for the sale of the Town-owned real property located at 20 Dittos lane, APN 529-29-034, Los Gatos California and authorizes the Town Manager to execute the Vacant Land Purchase Agreement and First Addendum to the Agreement in substantially the form presented to the Town Council and to take any and all steps (including, but not limited to, the execution and delivery of any and all certificates, agreements, notices, consents, escrow instructions, closing documents, and other instruments or documents) as the Town Manager deems necessary or appropriate in order to complete the sale contemplated by the Vacant Land Purchase Agreement and First Addendum to the Agreement or to otherwise effectuate the purpose and intent of this Resolution, and in a form acceptable to the Town Attorney.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 2nd day of June 2020 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS

LOS GATOS, CALIFORNIA

DATE: _____



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer) (As required by the Civil Code) (C.A.R. Form AD, Revised 12/18)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer. (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

Buyer Seller Landlord Tenant Sarah Chaffin and/or Assignees Date

Buyer Seller Landlord Tenant Date

Agent Montalvo Realty DRE Lic. # Real Estate Broker (Firm)

By Dennis Byron DRE Lic. # Date (Salesperson or Broker-Associate, if any)

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AD REVISED 12/18 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
 Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
 Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
 Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/18 (PAGE 2 OF 2)
DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ *Town of Los Gatos* Date _____
Seller _____ Date _____

Buyer _____ *Sarah Chaffin and/or Assignees* Date _____
Buyer _____ Date _____

Buyer's Brokerage Firm *Montalvo Realty* DRE Lic # _____ Date _____
By _____ DRE Lic # _____ Date _____

Dennis Byron
Seller's Brokerage Firm _____ DRE Lic # _____ Date _____
By _____ DRE Lic # _____ Date _____

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PRBS REVISED 12/18 (PAGE 1 OF 1)
POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



Property Address: 20 Dittos Ln, Los Gatos, CA 95030 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant Sarah Chaffin and/or Assignees Date
Buyer/Tenant Date
Seller/Landlord Town of Los Gatos Date
Seller/Landlord Date

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form VLPA, Revised 12/18)

Date Prepared: January 7, 2020

1. OFFER:

- A. THIS IS AN OFFER FROM Sarah Chaffin and/or Assignees ("Buyer"),
B. THE REAL PROPERTY to be acquired is 20 Dittos Ln, situated in Los Gatos (City), Santa Clara (County), California, 95030 (Zip Code), Assessor's Parcel No. 529-29-034 ("Property").
C. THE PURCHASE PRICE offered is One Dollars \$ 1.00
D. CLOSE OF ESCROW shall occur on (date) or 520 Days After Acceptance.
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are confirmed for this transaction:
Seller's Brokerage Firm License Number
Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
Seller's Agent License Number
Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm Montalvo Realty License Number
Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
Buyer's Agent Dennis Byron License Number
Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 1.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other within 3 business days after Acceptance (or);
OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or) to the agent submitting the offer (or to), made payable to . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or).
Deposit checks given to agent shall be an original signed check and not a copy.
(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)
B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or).
If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.
C. ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or Buyer shall, within 3 (or) Days After Acceptance, Deliver to Seller such verification.
D. LOAN(S):
(1) FIRST LOAN: in the amount of \$
This loan will be conventional financing OR FHA, VA, Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), subject to financing, Other . This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed % . Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(2) SECOND LOAN in the amount of \$
This loan will be conventional financing OR Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), subject to financing Other . This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed % . Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(3) FHAVA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHAVA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

Buyer's Initials () ()

Seller's Initials () ()

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VLPA REVISED 12/18 (PAGE 1 OF 11)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 1 OF 11)

Montalvo Realty, 14585 Big Basin Way Saratoga CA 95070
Dennis Byron

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Phone: 4083956900

Fax: 4084023904

Ditto



E. ADDITIONAL FINANCING TERMS: _____

F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of _____ \$ _____
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. PURCHASE PRICE (TOTAL): _____ \$ 1.00

H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or _____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (Verification attached.)

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 19B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance.

J. LOAN TERMS:

(1) LOAN APPLICATIONS: Within 3 (or _____) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

Within 21 (or _____) Days After Acceptance, Buyer shall, as specified in paragraph 19, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

L. SELLER FINANCING: The following terms (or the terms specified in the attached Seller Financing Addendum) (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.

(1) BUYER'S CREDIT-WORTHINESS: Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or _____) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.

(2) TERMS: Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3D shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or _____) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) ADDED, DELETED OR SUBSTITUTED BUYERS: The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

M. ASSUMED OR "SUBJECT TO" FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)

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Ditto



Property Address: 20 Dittos Ln, Los Gatos, CA 95030

Date: January 7, 2020

cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

4. SALE OF BUYER'S PROPERTY:

- A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).
- 5. **MANUFACTURED HOME PURCHASE:** The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer has has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement, (or this contingency shall remain in effect until the Close Of Escrow of the Property).
- 6. **CONSTRUCTION LOAN FINANCING:** The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan will will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or this contingency shall remain in effect until Close Of Escrow of the Property).

7. ADDENDA AND ADVISORIES:

- A. ADDENDA:

<input checked="" type="checkbox"/> Addendum # _____ (C.A.R. Form ADM)
<input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO) <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA)
<input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
<input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA) <input type="checkbox"/> Other _____
- B. BUYER AND SELLER ADVISORIES:

<input checked="" type="checkbox"/> Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA)
<input type="checkbox"/> Probate Advisory (C.A.R. Form PA) <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
<input type="checkbox"/> Trust Advisory (C.A.R. Form TA) <input type="checkbox"/> REO Advisory (C.A.R. Form REO)
<input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) <input type="checkbox"/> Other _____

8. OTHER TERMS: _____

9. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

- (1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax environmental Other: _____ prepared by _____.
- (2) Buyer Seller shall pay for the following Report _____ prepared by _____.
- (3) Buyer Seller shall pay for the following Report _____ prepared by _____.

B. ESCROW AND TITLE:

- (1) (a) Buyer Seller shall pay escrow fee _____.
- (b) Escrow Holder shall be Old Republic Title
- (c) The Parties shall, within 5 (or _____) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 18E _____.
- (b) Owner's title policy to be issued by Old Republic Title
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

C. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee _____.
- (2) Buyer Seller shall pay City transfer tax or fee _____.
- (3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee _____.
- (4) Seller shall pay HOA fees for preparing all documents required to be delivered by Civil Code §4525.
- (5) Buyer to pay for any HOA certification fee.
- (6) Buyer Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (7) Buyer Seller shall pay for any private transfer fee _____.
- (8) Buyer Seller shall pay for _____.
- (9) Buyer Seller shall pay for _____.

10. CLOSING AND POSSESSION: Possession shall be delivered to Buyer: (i) at 6 PM or (_____ AM/ PM) on the date of Close Of Escrow; (ii) no later than _____ calendar days after Close Of Escrow; or (iii) at _____ AM/ PM on _____.

The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners'

Buyer's Initials (_____) (_____) Seller's Initials (_____) (_____)

Association ("HOA") to obtain keys to accessible HOA facilities.

11. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 11B or C.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) The following items: _____

(3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.

(4) All items included shall be transferred free of liens and without Seller warranty.

C. ITEMS EXCLUDED FROM SALE: _____

12. STATUTORY AND OTHER DISCLOSURES AND CANCELLATION RIGHTS:

A. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 19A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

B. WITHHOLDING TAXES: Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

C. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

D. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

(1) **SELLER HAS:** 7 (or ___) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form VLQ).

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ___) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 19B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:

A. Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

(1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.

(2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).

(3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.

(4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).

(5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.

(6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.

(7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.

(8) **LANDLOCKED:** The absence of legal or physical access to the Property.

(9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.

(10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.

(11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.

(12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.

(13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.

(14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.

B. RENTAL AND SERVICE AGREEMENTS: Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.

C. **TENANT ESTOPPEL CERTIFICATES:** Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)



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- D. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.
- E. **SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph 19, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- 14. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.**
- 15. **CHANGES DURING ESCROW:**
 - A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 15B: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
 - B. At least 7 (or) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes. Within 5 (or) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes, in which case Seller shall not make the Proposed Changes.
- 16. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
 - A. Seller shall, within the time specified in paragraph 19A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
 - B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 19B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
 - C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**
- 17. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
 - A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
 - B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
 - C. **Buyer indemnify and Seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.
 - D. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 17, UNLESS OTHERWISE AGREED IN WRITING.**
 - E. **SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
 - F. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
 - G. **UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.

Buyer's Initials () ()

Seller's Initials () ()

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- H. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- I. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- J. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- K. **PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- L. **NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- M. **COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- N. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- O. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.
- P. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

18. TITLE AND VESTING:

- A. Within the time specified in paragraph 19, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 19B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 19A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- E. Buyer shall receive a "CLTA/ALTA Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

19. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

- A. **SELLER HAS: 7 (or ___) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 3M, 7A, 8, 9, 12A, B, and E, 13, 16A and 18A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
- B. **(1) BUYER HAS: 17 (or ___) Days** After Acceptance, unless otherwise agreed in writing, to:
 - (i) complete all Buyer Investigations; review all disclosures, reports, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.
 - (2) Within the time specified in paragraph 19B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 19B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 19A, then Buyer has 5 (or ___) Days After Delivery of any such items, or the time specified in paragraph 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)



(4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 19C(1).

C. SELLER RIGHT TO CANCEL:

(1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) Return Statutory Disclosures as required by paragraph 12A; or (vi) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 27B; or (vii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

D. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (I) be in writing; (II) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or ___) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 19.

E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

F. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (I) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or ___) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.

G. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

20. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

21. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property within 5 (or ___) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 16; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

22. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)



23. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

24. BROKERS:

A. COMPENSATION: Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

25. REPRESENTATIVE CAPACITY: If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 37 or 38 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

26. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5, 6, 7A, 8, 9, 12B, 18, 19G, 23, 24A, 25, 26, 32, 35, 36, 37, 38 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 24A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9B(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ___) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 9, 12 or elsewhere in this Agreement.

B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12B, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 24A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 24A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)

E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

27. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R.FORM RID).**

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

28. DISPUTE RESOLUTION:

A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 28C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 28C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

29. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 9 OF 11)

- 30. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 31. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 28A.
- 32. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOAA).
- 33. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 34. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counteroffer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
- 35. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 36. **DEFINITIONS:** As used in this Agreement:
 - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 37. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by _____ AM/ PM, on _____ (date)).

One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date _____ BUYER _____
(Print name) Sarah Chaffin and/or Assignees

Date _____ BUYER _____
(Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA).

Property Address: 20 Dittos Ln, Los Gatos, CA 95030

Date: January 7, 2020

38. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: _____

One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date _____ SELLER _____
(Print name) Town of Los Gatos

Date _____ SELLER _____
(Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____
(Initials) AM/ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. COOPERATING (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
- E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm Montalvo Realty DRE Lic. # _____
 By _____ Dennis Byron DRE Lic. # _____ Date _____
 By _____ DRE Lic. # _____ Date _____
 Address 14585 Big Basin Way City Saratoga State CA Zip 95070
 Telephone (408)395-6900 Fax (408)402-3904 E-mail Dennis@MontalvoRealty.com
 Seller's Brokerage Firm _____ DRE Lic. # _____
 By _____ DRE Lic. # _____ Date _____
 By _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer numbers _____ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 26 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____
Escrow Holder Old Republic Title Escrow # 0618018587
By _____ Date _____
Address 455 North Santa Cruz Avenue, Los Gatos Ca 95030
Phone/Fax/E-mail// _____
Escrow Holder has the following license number # _____
 Department of Business Oversight, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: (_____) Seller's Broker presented this offer to Seller on _____ (date).

Broker or Designee Initials

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).

Seller's Initials

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Buyer's Acknowledge that page 11 is part of this Agreement (_____) (_____)



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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 11 OF 11)

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Ditto



BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, 11/13)

Property Address: 20 Dittos Ln, Los Gatos, CA 95030 ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- 1. FINANCE: Financing the purchase of vacant land finance and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
2. CONSTRUCTION COSTS: If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact directly any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
3. UTILITIES: Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
4. ENVIRONMENTAL SURVEY: Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

Buyer's Initials () ()

Seller's Initials () ()

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BVLIA 11/13 (PAGE 1 OF 2)



BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY (BVLIA PAGE 1 OF 2)

Montalvo Realty, 14585 Big Basin Way Saratoga CA 95070 Phone: 4083956900 Fax: 4084023904
Dennis Byron Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.zipLogix.com Ditto

Property Address: 20 Dittos Ln, Los Gatos, CA 95030

Date: _____

- 5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
- 6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER _____ Date _____
Town of Los Gatos

SELLER _____ Date _____

BUYER _____ Date _____
Sarah Chaffin and/or Assignees

BUYER _____ Date _____

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BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY (BVLIA PAGE 2 OF 2)

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Ditto



CALIFORNIA CONSUMER PRIVACY ACT ADVISORY
(C.A.R. Form CCPA, 12/19)

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant _____ Date _____

Buyer/Seller/Landlord/Tenant _____ Date _____

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CCPA 12/19 (PAGE 1 OF 1)



CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

FIRST ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT

This First Addendum to Real Estate Purchase Agreement ("Addendum") is entered into as of this 2nd day of June 2020 (the "Effective Date"), by and between the Town of Los Gatos, a Municipal Corporation, ("Town"), and Sarah Chaffin ("Buyer"). The Agency and the Buyer (sometimes collectively referred to as the "parties") have entered into this Agreement on the basis of the following facts:

RECITALS

A. WHEREAS, the Town and/or the Successor Agency to the Los Gatos Redevelopment Agency ("Successor Agency") own the property located at 20 Dittos Lane, Los Gatos, CA; APN: 529-29-034 ("Dittos Property"); and

B. WHEREAS, the Dittos Property was purchased by the former Redevelopment Agency for the Town of Los Gatos for the purpose of providing below market price residential uses; and

C. WHEREAS, the Town desires to develop an Affordable Residential Housing Project with a preference for Teacher & School Employees ("Project") on the Dittos Property and has selected Sarah Chaffin, the Developer for the Project; and

D. WHEREAS, the Town and Buyer desire for the Buyer to develop improvements on the Dittos Property, consisting of two (2) single-family residential units and two (2) accessory dwelling units on two lots which shall be made available to and occupied by households who earn no more than 120% of Area Median Income; and

E. WHEREAS, The Buyer intends to finance the costs of development of the Improvements with sources that include but are not limited to a Town Loan and Tax Credit Funds; and

F. WHEREAS, the Buyer represents that it has the necessary expertise, skill and ability to carry out the commitments set forth in this Agreement. This Agreement will materially contribute to the implementation of the Town by increasing the supply of affordable housing; and

G. WHEREAS, the Project has generated enthusiasm from a broad range of community members, and will help implement a number of Town goals, including those set forth in the Town's General Plan and Housing Element.

AGREEMENT

THEREFORE, in consideration of the mutual promises, agreements, understandings, and undertakings in this Addendum, the Parties to this Addendum agree as follows:

ARTICLE 1.

GENERAL PROVISIONS

Section 1.1 Good Faith Collaboration. The Town and the Buyer shall collaborate diligently and in good faith, during the Escrow Period to meet the terms of this Addendum.

Section 1.2 Escrow Period. The escrow period (the "Escrow Period") under this Agreement shall be 365 days, commencing on the Effective Date. The Escrow Period may be extended on the Town's behalf for up to an additional 180 days by the Town Manager ("Manager"), if sufficient progress toward completion of the Addendum has been made during the initial 365 day escrow period to merit such extension. The requirements set forth in this Addendum are conditions precedent to the closing of escrow and the Town's obligation to sell the Property to the Buyer.

Section 1.3 Exclusive Negotiations. During the Escrow Period, the Town and the Buyer shall not negotiate with any entity, other than the parties hereto, regarding development of the Project, or solicit or entertain bids or proposals to do so.

Section 1.4 Off Site Improvement. The Buyer will not be responsible for any Off Site Improvements.

Section 1.5 Fees. The Town will be responsible for all Town related fees related to subdivision, lot line adjustment, New Parcel Map, Site Work and Architecture Plans. These fees include but are not limited to building permits, connection fees, HCP etc.

Section 1.6 Condition of Property. The Buyer specifically acknowledges and agrees that the Town is conveying, and the Buyer is obtaining the property on an "AS IS" basis and that the buyer is not relying on any representations or warranties of any kind whatsoever, expressed or implied from the Town as to any matters concerning the property.

Section 1.7 Buyer's Release of the Town. The Buyer, on behalf of itself and anyone claiming by, through or under the Buyer hereby waives its right to recover from and fully and irrevocably releases the Town and its councilmembers, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that the Buyer may have or hereafter acquire against any of the Town Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (1) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever, (2) any presence of Hazardous Materials, and (3) any information furnished by the Town Parties under or in connection with this Agreement. The release set forth in this Section includes claims of which the Buyer is presently unaware or which the Buyer does not presently suspect to exist which, if known by the Buyer, would materially affect the Buyer's release of the Town Parties. The Buyer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Buyer agrees, represents and warrants that the Buyer realizes and acknowledges that factual matters now unknown to the Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown,

unanticipated and unsuspected, and the Buyer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Buyer nevertheless hereby intends to release, discharge and acquit the Town from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Buyer, on behalf of itself and anyone claiming by, through or under the Buyer, hereby assumes the above-mentioned risks and hereby expressly waives any right the Buyer and anyone claiming by, through or under the Buyer, may have under Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Buyer's Initials: _____

Notwithstanding the foregoing, this release shall not apply to, nor shall the Town be released from, the Town's actual fraud or misrepresentation.

Section 1.8 No Fault Termination Prior to Closing. Either Party may terminate this Agreement prior to the Closing without the fault of the other if the Buyer, despite good faith and diligent efforts, is unable to meet any condition to Closing set forth in this Agreement within the time and in the manner specified. Upon the happening of any of terminating event and at the election of either Party, this Agreement may be terminated by written notice to the other Party. After termination, neither Party shall have any rights against or liability to the other under this Agreement.

Section 1.9 Assignment. The Buyer, or each of them, shall have the right to sell, encumber, convey, assign or otherwise transfer (collectively "assign"), in whole or in part, its rights, interests and obligations under this Agreement to third party during the term of this Agreement with the approval of the Town. Town approval shall not be unreasonably withheld provided:

- (a) The assignee (or the guarantor(s) of the assignee's performance) has the financial ability to meet the obligations proposed to be assigned and to undertake and complete the obligations of this Agreement affected by the assignment; and
- (b) The proposed assignee has adequate experience with developments of comparable scope and complexity to the portion of the Project that is the subject of the assignment.

Any request for Town approval of an assignment shall be in writing and accompanied by certified financial statements of the proposed assignee and any additional information concerning the identify, financial condition and experience of the assignee as the Town may reasonably request. All detailed financial information submitted to the Town shall constitute confidential trade secret information if the information is maintained as trade secret by the assignee and if such information is not available through other sources. If the Town wishes to disapprove any proposed assignment, the Town shall set forth in writing and in reasonable detail the grounds for such disapproval.

ARTICLE 2. ESCROW PERIOD TASKS

Section 2.1 Overview. To facilitate consummation of the Purchase Agreement, the parties shall use reasonable good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support consummation of the Purchase Agreement prior to the expiration of the Escrow Period. The Buyer acknowledges that execution of this Agreement by the Town does not constitute approval by the Town of any required Town Land Use Entitlements, and in no way limits the discretion of the Town in the permit allocation and approval process. The Buyer shall construct the Improvements in accordance with the requirements set forth in the Town's Land Use Entitlements.

Section 2.2 New Parcel Map. During the Escrow Period the Buyer and Town will work collaboratively on the review and approval of a New Parcel Map, identified in Exhibit A. Town will grant 18 Dittos Lane land as described in Exhibit A, (labeled LANDS TO BE GRANTED TO #18 DITTOS), in exchange for ingress easement, egress easement, emergency vehicle easement, public utility easement, sanitary sewer easement. The New Parcel map will be recorded prior to Closing.

Section 2.3 Crib Wall Easement. Prior to Closing, Buyer will execute a "Grant Easement" for maintenance of the "Crib Wall" identified in Exhibit A attached.

Section 2.4 Water Meter & Public Service Easement. Prior to Closing, the Town will grant to Buyer an easement of ingress and egress to access the water meter identified in Exhibit A, ready the meter, and for its maintenance, repair and replacement.

Section 2.5 Identity of Parcel 1 and Parcel 2. Prior to Closing, Town will execute a deed to Buyer to the two parcels identified in Exhibit A. The Town, at its own cost and expense, agrees to take all of the necessary steps for any lot line adjustment, and the preparation and recording of a new Parcel Map.

Section 2.6 Loan Agreement. Prior to Closing, Town agrees to loan Buyer the sum of \$600,000.00, with zero interest, amortized over 55 Years from the Inclusionary Fund. The Buyer's obligation to pay the Town Loan shall be evidenced by a Promissory Note and secured Deed of Trust, and shall be used solely for construction and permanent financing of the Improvements. The Town agrees to subordinate the Town's Deed of Trust to Senior Liens,

Section 2.7 Tree Removal. Prior to Closing, the Town will be responsible for all Tree Removal at its sole cost and expense.

Section 2.8 Deed Restriction & Below Market Rate Guidelines. Prior to Closing, Buyer agrees to execute a "Deed Restriction" for Below Market Housing with a preference for Teachers & School Employees along with special Below Market Rate Guidelines on terms consistent with all laws and ordinances and consistent with the reasonable expectations of both Parties for a period of 55 years with an opportunity to extend for the longest feasible time.

Section 2.9 Option to Repurchase. Prior to Closing, the Buyer and Town will execute an Option to Repurchase Agreement which will be in effect if the Project has not been built within 5 Years after Closing.

Section 2.10 Financial Proforma. Prior to Closing, Buyer shall submit a detailed financial proforma for the Project containing, among other matters, a detailed development cost budget, which will be used to evaluate the financial feasibility of the Project.

Section 2.11 Access Easements and Lot Line Adjustments Prior to the Closing, Buyer shall obtain ingress and egress easements to the Project from adjoining property owners in exchange for a lot line adjustment/parcel map from the Town.

Section 2.12 Ratification of The Purchase Agreement. Except as modified by this Addendum, all provisions of the Purchase Agreement are ratified and affirmed and govern the relationship of the Parties with respect to the subject matter of this Addendum.

Section 2.13. Costs of Escrow and Closing. Seller, as customary in Santa Clara County, shall pay the cost of title insurance, transfer tax, Title Company document preparation, recordation fees and the escrow fees of the Title Company, if any, and any additional costs to close the Escrow.

ARTICLE 3. REQUIREMENTS FOLLOWING CLOSING

Section 3.1 Construction. The Buyer hereby agree to develop the Project in accordance with the Project Approvals and shall construct the Improvements in accordance with the requirements set forth in the Town Land Use Entitlements for the project, including the conditions of approval and the mitigation measures for the Project as adopted by the Town, and any amendments to the Project Approvals or Agreement as may, from time to time, be approved pursuant to this Agreement.

Section 3.2 Project as Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Property is separately undertaken private development. No partnership, joint venture or other association of any kind between the Developers and the Town is formed by this Agreement.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Buyer shall cause construction of the Improvements to be undertaken and completed: (i) by no later than five years from the date of close of escrow is granted for the project.; or by such other date as the parties shall mutually agree upon in writing. Buyer agrees that it shall permit designated representatives of the Town, upon reasonable notice (which does not have to be written), to enter upon the Property during the construction of the Improvements to inspect such construction and the progress thereof.

BUYER:

Sarah Chaffin

By: _____

TOWN OF LOS GATOS

By: _____
Laurel Prevetti, Town Manager

APPROVED AS TO FORM:

Robert Schultz, Town Attorney



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/02/2020

ITEM NO: 3

DATE: May 28, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt a Resolution to Provide Temporary Modifications to Specific Provisions Related to Business Permits, Processes, Provisions, and Activities during the COVID-19 Pandemic to Offer Economic Relief, Recovery, and Opportunities for Community and Economic Vitality.

RECOMMENDATION:

Adopt a Resolution to provide temporary modifications to specific provisions related to business permits, processes, provisions, and activities during the COVID-19 Pandemic to offer economic relief, recovery, and opportunities for community and economic vitality.

BACKGROUND:

The COVID-19 pandemic has caused an unfortunate economic downturn for many Los Gatos businesses and residents. Businesses are looking for innovative ways to address the impacts on their business model while providing additional measures to allow for customers to remain socially distanced and feel safe. Customers are looking for creative ways to continue to patronize local businesses and have access to the specialty products offered by Los Gatos merchants.

The Town and its businesses want to be leaders to illustrate how customer safety measures and a return of commerce can coexist with County Health Orders in the new COVID-19 normal. Additionally, the Town continues to strive to retain existing businesses and attract new ones to encourage a strong and diverse business community in Los Gatos, with limited commercial vacancies.

PREPARED BY: Monica Renn
Economic Vitality Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

BACKGROUND (continued):

On May 26, 2020, the Town Council held a special meeting to discuss opportunities that provide support to the business community through Community Vitality and Economic Recovery initiatives.

DISCUSSION:

At its special meeting, the Town Council discussed a menu of opportunities compiled by staff and provided through collaboration with stakeholders. Direction was provided to staff on the implementation of a pop-up parklet program that includes shared curbside parking options, and land use permit and process streamlining opportunities. Many of the elements of this direction can be implemented by staff; however, some require modifications to current Town Code provisions. These items have been captured in a draft resolution (Attachment 1).

Per Council direction, the resolution is temporary, with initial review in six months (December 2020) and expiration in one year, on June 30, 2021. That said, the Town Council reserves the right to amend the resolution for modification or rescission at any time prior to the expiration.

Below is a high-level overview of the items contained in the resolution to provide additional information that may be needed to clarify the intent and logistics of implementation. Staff has assembled the parameters based on the staff report for the May 26, 2020 meeting and the Town Council's unanimous support of the streamlining items included in that report.

Economic Recovery Agreements

The resolution references an Economic Recovery Agreement for several of the items. This agreement will be unique to the item it is referencing. In the case of the parklets, the agreement will allow a private business to utilize public parking space(s) as an extension of their business. For restaurants, the agreement will address compliance with Santa Clara County Public Health Order (PHO), Department of Environmental Health (DEH), and Alcohol Beverage Control (ABC) provisions; and for all businesses, the agreement will address liability and encroachment permitting.

For businesses located within private shopping centers interested in using private parking spaces within the shopping center, the Economic Recovery Agreement will serve as an agreement to reserve sufficient parking for the center while meeting the needs for expanded outdoor space. Permission and agreement will need to be provided by both the property owner and businesses owner, ensuring compliance with PHO, DEH, and ABC as noted above.

DISCUSSION (continued):

Expansion, Relocation, or Addition of Existing Los Gatos Business

Current Los Gatos businesses will not be required to modify or obtain a new Conditional Use Permit (CUP) if they would like to expand, relocate, or add an additional location related to their current business. This opportunity is in place to support business retention, Innovation, and customer safety given that the way customers dine, shop, and patronize businesses has changed dramatically.

Staff will utilize the Economic Recovery Agreement to draft conditions for the business that are aligned with those in their current CUP, or with those that are “standard” for the business type. For the purpose of this resolution, current Los Gatos businesses will be defined as a business physically located in a brick and mortar location within the Town of Los Gatos, with a current business license. If these qualifications are not met, a CUP will be required at the cost reduction defined later in this report. It is important to note that the Economic Recovery Agreement will not run with the land as a CUP does, instead it will run with the business. When the business changes ownership, the agreement will expire, and the subsequent business will need to obtain the required permits in place at such time.

Personal Service Businesses in Downtown

During the enactment of the temporary resolution, personal service businesses will be allowed “by-right” with an Economic Recovery Agreement. Given past sensitivity to preserving a mix of businesses in the Downtown, staff is recommending that a limit of ten new personal service businesses be allowed initially before the staff returns to the Council for additional direction.

Similar to the Economic Recovery Agreement outlined above, Personal Service businesses that occupy a space downtown under the terms of this resolution will have an agreement in place that expires with the business and does not grant CUP allowances that run with the land.

Cost for Conditional Use Permits

For new businesses coming into Los Gatos, or those who do not meet the definition above as an existing Los Gatos business, the resolution allows for all CUPs to be charged at 50% of the cost listed in the Town’s adopted Fee Schedule. Such CUPs will still be required to be vetted through the currently assigned deciding body. The remaining 50% of the cost of the permit will be absorbed in the Community Development Department budget. Budget adjustments may be needed at mid-year to recognize decreased permit revenue than originally assumed in the budget. Depending upon the demand for new CUPs, expenditure adjustments may also be needed.

DISCUSSION (continued):

Alcohol Consumption with Meals

Current Town Code language allows for beer and wine to be consumed with a meal in Town parks. This resolution provides this allowance to be expanded to include all alcohol beverages with meals in the Town Parks, pop-up parklets, and expanded dining areas. The resolution does not allow for consumption on public sidewalks, cars, or other modes of transportation. The intent of this modification is to provide customers the ability to pick-up takeout dinners from restaurants and dine, socially distanced, in parks and public areas provided through this pop-up parklet program. This allowance aligns with the ABC's temporary relief provisions for restaurants to sell alcohol with take-out meals.

CONCLUSION:

Adopt the proposed Resolution (Attachment 1) to provide temporary modifications to specific provisions related to business permits, processes, provisions, and activities during the COVID-19 Pandemic to offer economic relief, recovery, and opportunities for community and economic vitality.

COORDINATION:

This report has been prepared with coordination between the Town Manager's and Town Attorney's Offices, and the Police, Community Development, Parks and Public Works, and Finance Departments.

FISCAL IMPACT:

As noted above, future revenue and/or expenditure budget adjustments may be needed to reflect the Town's absorption of 50% of the cost of new CUPs.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachment:

1. Draft Resolution

RESOLUTION 2020-

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
APPROVING TEMPORARY OUTDOOR PUBLIC SPACE EXPANSION AND TEMPORARY
MODIFICATIONS TO SPECIFIC PROVISIONS RELATED TO BUSINESS PERMITS,
PROCESSES, PROVISIONS, AND ACTIVITIES DURING THE COVID-19 PANDEMIC TO
OFFER ECONOMIC RELIEF, RECOVERY, AND OPPORTUNITIES FOR COMMUNITY AND
ECONOMIC VITALITY**

WHEREAS, pursuant to the Town’s police power, as granted broadly under Article XI, Section 7 of the California Constitution, the Town Council has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the Town and its residents; and

WHEREAS, pursuant to California Government Code Section 8680.9, a local emergency is a condition of extreme peril to persons or property proclaimed as such by the governing body of the local agency affected by a natural or manmade disaster; and

WHEREAS, California Government Code Section 8634 states that “During a local emergency the governing body of a political subdivision, or officials designated thereby, may promulgate orders and regulations necessary to provide for the protection of life and property...”; and

WHEREAS, the purpose of a local emergency proclamation is to provide extraordinary powers to issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency, obtain vital supplies, and require emergency services of employees; and

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"); and

WHEREAS, on January 30, 2020, the World Health Organization declared the Covid-19 outbreak a Public Health Emergency of International Concern; and

WHEREAS, on January 30, 2020, the United States Secretary of Health and Human Services declared a Public Health Emergency; and

WHEREAS, on January 31, 2020, the first case of COVID-19 was confirmed in Santa Clara County (“County”); and

ATTACHMENT 1

WHEREAS, on February 10, 2020, the Santa Clara County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 an International Pandemic; and **WHEREAS**, on March 12, 2020, the Town Manager of Los Gatos acting in the capacity of Town of Director of Emergency Services, issued a Proclamation of Local Emergency; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 16, 2020, the Santa Clara County Department of Public Health directed all individuals in the County to Shelter in Place and mandated requirements, including but not limited to, social distancing, staying home if sick, canceling or postponing group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, on March 17, 2020, the Town Council of the Town of Los Gatos ratified the Proclamation of Local Emergency; and

WHEREAS, the pandemic and necessary federal, state and local public health orders requiring social distancing to prevent spread of COVID- 19 have had and will continue to have devastating economic impacts on the local community, including residents, businesses, employees and Town operations; and

WHEREAS, the longer the emergency order is in place, the more difficult it will be for small retail and restaurant operators to return and reopen their businesses; and

WHEREAS, although the Town continues to be in an emergency response phase, an emergency management principle has been established that recovery planning must begin as early as possible to strengthen community resilience while shortening the economic recovery timeline; and

WHEREAS, some of the actions that the Town has taken during this state of emergency to support local business are: eviction protections; suspension of rent for Town owned Facilities; a website with COVID 19 and business resources; and assistance for restaurants and food retailers by allowing sales of alcohol via delivery and takeout, providing flexibility for restaurants to sell groceries, and allowing curbside pickup; and

WHEREAS, due to the severe economic impacts of COVID- 19 and its economic impacts on the community and the Town organization, the Council deems it necessary to take additional action to suspend enforcement of certain provisions of the Town of Los Gatos Town Code and provide temporary process streamlining measures to facilitate the retention and attraction of Los Gatos businesses during the COVID-19 pandemic, reduce economic impacts, foster recovery, encourage economic vitality, and reduce commercial vacancies; and specified below to support social distancing requirements, effective public communication related to rapidly transitioning business re-opening status, and economic viability of businesses in adhering to permitted opening and social distancing requirements; and

WHEREAS, the below measures are intended to provide economic relief to businesses that are experiencing economic uncertainty while complying with State and County Orders. Accordingly, the Town will facilitate a temporary “ pilot” program, which will include the development and implementation of a plan to use the right- of-way, sidewalks and streets to help maintain social distancing during the first few phases (stages) of reopening consistent with the State’s Resilience Roadmap and continued economic support of businesses for uses such as walking space, outdoor dining, and pick- up/delivery areas. The program would provide for residents to receive the health and wellness benefits of being outdoors and support businesses with enough space to safely physically distance; and

WHEREAS, the program is established for the purpose of supporting and facilitating the recovery of business and economic activity in the Town by expanding the spaces available for the safe conduct of such activities for Town businesses and their customers and patrons to create more physical distance for pedestrians and business patrons to maintain physical distancing; and nothing herein is intended to nor shall be deemed to create open gathering places or public fora unrelated to the intended business support and recovery purpose; and

WHEREAS, Over the years, the Town’s conservative budgeting practices have resulted in healthy reserves and frequent annual budgetary surplus with a balanced Operating Budget for Fiscal Year 2020-2021 with no reductions to service, despite significant revenue and other economic impacts from sheltering-in-place. Those reserves and surpluses are now paying the Town huge dividends during the COVID 19 crisis; and

WHEREAS, on May 26, 2020, the Town Council reallocated \$1,900,000 in prior surpluses reserved for downtown streetscape revitalization toward COVID-19 economic stimulus recovery efforts. This is one of the single largest economic recovery packages ever proposed in the Town’s history; and

WHEREAS, time is of the essence to quickly implement a program to allow for safe physical distancing consistent with the State’s Resilience Roadmap and County Guidelines in order to address both public health and economic impacts of COVID- 19, as residents have been primarily indoors since the initiation of the State and County Orders, this will be a dynamic temporary program, receiving input from the Town Council, and shall be subject to administrative modification by the Town, as authorized herein, as necessary in response to emerging issues or concerns of public, health, safety or convenience; and

NOW, THEREFORE, BE IT PROCLAIMED AND RESOLVED by the Town Council of the Town of Los Gatos that:

SECTION 1. All recitals set forth above, and all recitals included in support of Federal, State and County actions referenced herein, are adopted as though fully set forth herein as findings in support of this Resolution and, after considering all such findings and current local circumstances the Council hereby declares the continuing existence of a local emergency related to the continued threat of COVID- 19 as it relates to public health and economic impacts; and

SECTION 2. In order to support the re-opening of restaurants and other businesses in accordance with the State Executive Order N-60-20, the Town Council hereby directs and authorizes the Town Manager to implement the following strategies that may be used independently or in combination. as outlined below:

1. As identified by the Town generally along N. Santa Cruz Avenue (south of Highway 9/Los Gatos-Saratoga Road) and Main Street, private businesses in the C-2 Zone are permitted to utilize public street parking spaces in proximity to their business for expanded dining, retail, or business use space to facilitate safely distanced pedestrian circulation, expanded outdoor dining, and customer queuing, pickup and waiting areas associated with permitted business activities and pursuant to the terms agreed upon in an Economic Recovery Agreement between the business and the Town;
2. Suspend parking requirements in private commercial lots to allow some parking spaces to be utilized for restaurant seating or business activities given sufficient parking remains available for customer use, and to allow for such to facilitate safely distanced pedestrian circulation, expanded outdoor dining, customer queuing, and pickup and waiting areas associated with permitted business activities and pursuant to the terms of agreed upon in an Economic Recovery agreement between the business and the Town;
3. Allow pop-up patios, parklets, and other areas to encourage and support additional ideas for outdoor space such as use of parts of the sidewalk for signage, merchandise and queueing, where adequate sidewalk width exists consistent with disabled access requirements and public safety; and

4. Current Los Gatos businesses may relocate, expand, or open an additional business location without obtaining a new Conditional Use Permit provided the business enters into an Economic Recovery agreement with the Town, documenting that any change of ownership is subject to a new Conditional Use Permit or Conditional Use Permit modification consistent with the existing Town Code;
5. The requirement for personal service businesses to obtain a Conditional Use Permit in the C-2 zone is suspended provided the business enters into an Economic Recovery agreement with the Town, documenting that any change of ownership is subject to a new Conditional Use Permit consistent with the existing Town Code;
6. The cost for a new Conditional Use Permit is reduced by 50% with the Town paying the balance of the fees;
7. Alcohol consumption is permitted with meals in Town parks, temporary pop-up parks, temporary patio dining, and parklets; and
8. The expiration date for all building permits and planning entitlements shall be extended by two years.

SECTION 5. Environmental Review. As a result of the COVID- 19 public health emergency, the Town of Los Gatos proposes a temporary program to use the right- of-way, sidewalks and streets to help maintain social distancing during the first few phases (stages) of reopening consistent with the State’ s Resilience Roadmap and provide for residents to receive the health and wellness benefits of being outdoors and support businesses with enough space to safely physically distance. The proposed project is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) as followed:

- A. The project is statutorily exempt under State CEQA Guidelines Section 15269 (Emergency Projects), because the temporary program includes specific actions that would allow for safe physical distancing consistent with the State’ s Resilience Roadmap and County and State Guidelines in order to mitigate the COVID- 19 public health emergency.
- B. The project is categorically exempt under State CEQA Guidelines Section 15301 (Existing Facilities) because the actions identified in the program are limited to the permitting, leasing, and minor alteration of existing public facilities, including existing streets, sidewalks, bicycle and pedestrian trails, which would not result in the creation of additional automobile lanes. The program would result in a negligible

expansion of existing commercial uses and a negligible expansion of the public' s use of Town right of- way, as the uses included in the temporary program would not vary from the current uses of commercial businesses, residential areas, or public access within the Town' s right- of-way.

SECTION 6. Notwithstanding any other Town policy or procedure, the Town Engineer shall be authorized to review and approve on behalf of the Town any and all design and construction necessary as part of the temporary program herein and the Town Manager shall be authorized to enter into agreements on behalf of the Town to implement the strategies herein without further action of the Town Council.

SECTION 3. Any provision of the Los Gatos Town Code or any appendix thereto inconsistent with the provisions of this Resolution, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Resolution.

SECTION 7. All current and prior emergency and public health orders as currently enacted and in effect, or as subsequently amended or modified, issued by the Governor, the State or County Public Health Official or the Town or County Emergency Services Director are expressly adopted

SECTION 8. This Resolution is in effect for one year from its adoption with a six-month review by the Town Council.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 2nd day of June 2020 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/02/2020

ITEM NO: 4

DATE: June 2, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve the Scoring Rubric for the Town's Community Grant Program

RECOMMENDATION:

Approve the scoring rubric for the Town's Community Grant program.

BACKGROUND:

The Town of Los Gatos has been awarding grants since 1992 to support community groups working toward the benefit of Los Gatos residents. The program was administered by the Town's Community Services Department until the Department was dissolved in FY 2011/12. In that year, program administration was transferred to the Town Manager's Office with review of applications and award recommendations passing through the Arts and Culture Commission (ACC) and the Community and Senior Services Commission (CSSC) before final approval from Town Council. In 2018, the ACC and CSSC revised and streamlined the application process.

On February 4, 2020 the Town Council approved revisions to the Community Grant program which had been recommended by Town staff working in conjunction with the ACC and the CSSC. These changes included establishing the total funding amount for community grants as part of the regular budget process; moving the application cycle to begin after approval of the annual budget; allowing grant applications for projects addressing Community Vitality and Events in addition to the traditional categories of Human Services, Arts, and Education; and, establishing three classes of grants: one-time grants focusing on assisting new projects for non-profits, 2-year grants for sustaining non-profit projects that have been receiving funding consistently for the past five or more years, and one-time innovation grants to assist individual community members in launching a project for the community.

PREPARED BY: Ryan Baker
Library Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

BACKGROUND (continued):

The revisions also included using a standardized fair and competitive process for scoring and ranking applications. As part of that approval, Town Council requested a scoring rubric, once developed, be brought back before Council for review.

DISCUSSION:

A committee consisting of two members of the CSSC and two members of the ACC worked together to develop standardized rubrics (Attachment 1) to be used for ranking community grant applications going forward. One rubric was developed for the one-time grants for non-profits, a second rubric for the 2-year sustaining grants, and a third for the innovation grants for community members. Applications (Attachment 2) were updated where needed to coincide with the rubrics.

The scoring rubrics for the one-time grants for non-profits and innovation grants for community members focus on the applicants' ability to address the following areas in regard to their proposed grant project: innovation, project sustainability, background (capacity to complete the project), approach (project methodology), feasibility, budget, and project outcome assessment methodology. These rubrics also award a small bonus for grant proposals that align with stated Council priorities. The scoring rubric for 2-year sustaining grants incorporates several of the areas listed above and additionally takes past performance of the organization into account.

The rubrics are designed to be used consistently for all applications. Application scoring will be done by a committee consisting of an equal number of members of the ACC, CSSC (recently renamed to the Community Health and Senior Services Commission), and one representative from the Youth Commission. Each committee member will score all community grant applications individually, with the average of all individual scores giving the final scoring rank. Grants will be awarded to the top scoring applicants in each of the three classes until budgeted funds are fully allocated.

The scoring rubrics will be made available to the public when the application period opens in order to assist grant applicants in crafting their proposals.

FISCAL IMPACT:

Approval of this item does not impact or alter funding already proposed in the Town's FY 20/21 budget for Community Grants.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

PAGE 3 OF 3

SUBJECT: Approve the Scoring Rubric for the Town's Community Grant Program

DATE: June 2, 2020

Attachments:

1. Los Gatos Community Grant Scoring Rubrics
2. Community Grant Applications

Los Gatos Community Grant Scoring Rubrics

- **New Project Grants for Non-Profit Organizations**
- **2-year Sustaining Grants for On-going Projects for Non-Profit Organizations**
- **Innovation Grants for Individual Community Members**

Attachment 1

Los Gatos Community Grant Scoring Rubric – New Project Grants for Non-Profit Organizations

Criteria	5 points Exemplary	3-4 points Good	1-2 points Needs Improvement	0 points (disqualifying if received in any one category) Evidence not demonstrated	Score
Innovation	Project represents the implementation of a new insight or idea that has not been piloted previously	Project represents local implementation of emerging innovation or trend not previously piloted in Los Gatos	Project represents the adoption of a change, addition, or variation to an already established program in Los Gatos	No innovation described. Project reproduces or continues an already established program in Los Gatos.	
Sustainability	Evidence presented that the project can be sustained locally beyond the grant period without additional funding necessary from the Town	Project is temporary, designed to end when the grant ends with meaningful rationale of ending explained.	Plans for future are stated as assumptions without supporting evidence.	Project is not designed to be temporary, but no meaningful plans for future beyond funding term appear in proposal.	
Community Impact	Target audience/population clearly defined. Strong presentation of the meaningful positive impact to the target audience/population provided with evidence or data specific to Los Gatos.	Target audience/population generally well defined. Sufficient presentation of meaningful positive impact to the target audience/population provided with general evidence or data although specific to Los Gatos.	Target audience/population very broadly defined. Presentation of positive impact based on realistic assumptions despite gaps in evidence	Target audience/population not sufficiently defined. Proposal lacks demonstration of meaningful impact to target audience/population	
Organizational Background	Applicant demonstrates it has significant experience or expertise in the field as it relates to completing the project.	Applicant demonstrates it has adequate experience or knowledge in the field as it relates to completing the project or expertise in a related field that	Applicant has gaps in experience or knowledge as it relates to the proposal but demonstrates that it can reasonably bridge gaps to successfully accomplish project	Applicant does not demonstrate the experience or knowledge to complete the project	

		would transfer to the project			
Approach	Proposal clearly explains the scope, steps, methods and intended results of the project with logical and systematic detail	Proposal adequately explains the scope, steps, methods and intended results of the project in general terms	Proposal explains the general scope and intended results but lacks detail of the project steps and methods	Proposal lacks sufficient detail to convey the scope or intended results of the project	
Budget Analysis	Strongly detailed and realistic budget with sound use of funds. Any funding necessary above the limit of the grant is both accounted for and secured through commitments from other means.	Realistic budget with general detail to show responsible use of funds. Any funding necessary above the limit of the grant is accounted for with reasonable certainty or commitment.	Budget generally appears to support the project activities as described although there are gaps in detail. Applicant has realistic opportunity to secure necessary funding above the limit of the grant even if commitment from those sources is not certain	Described proposal is not supported by the budget. Budget does not comply with application guidelines. No reliable source is presented to provide any necessary funding beyond the limit of the grant.	
Feasibility	Project, personnel, available resources, and timeline are realistic and congruent with project descriptions and outcomes. High likelihood of project being achievable based on information presented.	Deficiencies or overestimations exist in project, personnel, available resources or timeline within tolerable range. Outcome appears achievable despite some gaps or leaps.	Project, personnel, timeline or resources as described expose weaknesses in the proposal that will leave gaps. Project outcome's ability to be achieved is questionable at the level proposed, but likely will be achievable at a smaller level.	Insufficient information about personnel, resources, project or timeline to gauge feasibility.	
Assessment/Evaluation	Clear definition of success of program. Clear picture of how data will be collected to demonstrate degree to which outcomes are met.	Good understanding of anticipated specific results of success, but plan lacks details about data or methods.	Success difficult to ascertain, flawed by untestable outcomes, inappropriate methods, or lack of useful data collection.	Evaluation plans missing or unusable.	

Los Gatos Community Grant Scoring Rubric Cont. – New Project Grants for Non-Profit Organizations (Draft)

Alignment to target Council/Town Priority (if stated by Council)	+3 points Strong, specific, and direct alignment	+2 points General alignment	+1 point Broad, indirect or coincidental alignment	
Does the applicant owe the Town any reports or obligations from a previous community grant?				YES/NO If Yes, all previous obligations must be met before grant can be awarded.
Total Score (40 point scale, +0-3 incentive points)				

Los Gatos Community Grant Scoring Rubric – 2-year Sustaining Grants for On-going Projects for Non-Profit Organizations

Criteria	5 points Exemplary	3-4 points Good	1-2 points Needs Improvement	0 points (disqualifying if received in any one category) Evidence not demonstrated	Score
Past Project Performance	Organization has provided exemplary additional positive results building upon past Community Grant cycles	Organization has provided steady and reliable positive results consistent with past Community Grant cycles	Organization has produced fewer positive results compared to past Community Grant cycles within a realistic range based on situations outside of the organization's control	Organization failed to produce reasonable results compared to past Community Grant cycles due to situations within the immediate control of the organization.	
Continuing Community Need and Impact	Analysis of community need supported with evidence and data from the last year. Strong presentation of the meaningful positive impact to the target audience/population provided with evidence or data specific to Los Gatos.	Analysis of community need supported with evidence and data from the past two to three years. Sufficient presentation of meaningful positive impact to the target audience/population provided with general evidence or data although specific to Los Gatos.	Analysis of community need supported with evidence and data that is older than four years. Presentation of positive impact to target audience/population based on realistic assumptions despite gaps in evidence	Analysis of community need is lacking or sufficiently outdated. Proposal lacks demonstration of meaningful impact to target audience/population	
Organizational Capacity	Organization maintains ample staffing, resources, facilities, community connections, and knowledge base to continue the project. High likelihood of project being achievable based on information presented.	Organization demonstrates that it can continue current project level despite any new gaps in staffing, resources, facilities, or community connections. Outcome appears achievable despite some gaps or leaps.	Organization has developed significant gaps in staffing, resources, facilities, or community connections, but demonstrates that it can continue the project in a reduced capacity that achieves results at a smaller level.	Organization no longer has the staffing, resources, facilities, or community connections to continue with the project.	

Approach Analysis	Proposal clearly explains the scope, steps, methods and intended results of the project with logical and systematic detail	Proposal adequately explains the scope, steps, methods and intended results of the project in general terms	Proposal explains the general scope and intended results but lacks detail of the project steps and methods	Proposal lacks sufficient detail to convey the scope or intended results of the project	
Budget Analysis	Strongly detailed and realistic budget with sound use of funds. Any funding necessary above the limit of the grant is both accounted for and secured through commitments from other means.	Realistic budget with general detail to show responsible use of funds. Any funding necessary above the limit of the grant is accounted for with reasonable certainty or commitment.	Budget generally appears to support the project activities as described although there are gaps in detail. Applicant has realistic opportunity to secure necessary funding above the limit of the grant even if commitment from those sources is not certain	Described proposal is not supported by the budget. Budget does not comply with application guidelines. No reliable source is presented to provide any necessary funding beyond the limit of the grant.	
Assessment/Evaluation	Clear definition of success of program. Clear picture of how data will be collected to demonstrate degree to which outcomes are met.	Good understanding of anticipated specific results of success, but plan lacks details about data or methods.	Success difficult to ascertain, flawed by untestable outcomes, inappropriate methods, or lack of useful data collection.	Evaluation plans missing or unusable.	

Los Gatos Community Grant Scoring Rubric (cont.) – 2-year Sustaining Grants for On-going Projects for Non-Profit Organizations (Draft)

Does the applicant owe the Town any reports or obligations from a previous community grant?		YES/NO If Yes, all previous obligations must be met before grant can be awarded.
Total Score (30 point scale)		

Los Gatos Community Grant Scoring Rubric – Innovation Grants for Individual Community Members

Criteria	5 points Exemplary	3-4 points Good	1-2 points Needs Improvement	0 points (disqualifying if received in any one category) Evidence not demonstrated	Score
Innovation	Project represents the implementation of a new insight or idea that has not been piloted previously	Project represents local implementation of emerging innovation or trend not previously piloted in Los Gatos	Project represents the adoption of a change, addition, or variation to an already established program in Los Gatos	No innovation described. Project reproduces or continues an already established program in Los Gatos.	
Sustainability	Evidence presented that the project can be sustained locally beyond the grant period without additional funding necessary from the Town	Project is temporary, designed to end when the grant ends with meaningful rationale of ending explained.	Plans for future are stated as assumptions without supporting evidence.	Project is not designed to be temporary, but no meaningful plans for future beyond funding term appear in proposal.	
Community Impact	Strong presentation of positive impact to community based on robust evidence of need.	Sufficient presentation of positive impact to community based on reliable observations of need.	Presentation of positive impact to community somewhat lacking or based on realistic assumptions.	Proposal lacks demonstration of meaningful positive impact to community or is based on unsupported assumptions.	
Applicant's Background	Applicant demonstrates they have significant experience, expertise, or resource connections as it relates to completing the project.	Applicant demonstrates they have adequate experience, knowledge, or resource connections that would translate to completing the project	Applicant has gaps in experience, knowledge, or resource connections as it relates to the proposal but demonstrates they can reasonably bridge gaps to successfully accomplish project	Applicant does not demonstrate the experience, knowledge, or resource connections to complete the project	
Approach	Proposal clearly explains the scope, steps, methods and intended results of the	Proposal adequately explains the scope, steps, methods and intended results of the	Proposal explains the general scope and intended results but lacks detail of the	Proposal lacks sufficient detail to convey the scope or intended results of the project	

	project with logical and systematic detail	project in general terms	project steps and methods		
Feasibility	High likelihood of project being achievable based on information presented.	Outcome appears achievable despite some gaps or leaps.	Project outcome's ability to be achieved is questionable at the level proposed, but likely will be achievable at a smaller level.	Insufficient information to gauge feasibility or project is unrealistic as presented.	
Assessment/Evaluation	Clear definition of success of program. Clear picture of how data will be collected to demonstrate degree to which outcomes are met.	Good understanding of anticipated specific results of success, but plan lacks details about data or methods.	Success difficult to ascertain, flawed by untestable outcomes, inappropriate methods, or lack of useful data collection.	Evaluation plans missing or unusable.	

Alignment to target Council/Town Priority (if stated by Council)	+3 points Strong, specific, and direct alignment	+2 points General alignment	+1 point Broad, indirect or coincidental alignment	
New applicant incentive	+2 points for an applicant that has never received a Community Grant from the Town			
Does the applicant owe the Town any reports or obligations from a previous community grant?				YES/NO If Yes, all previous obligations must be met before grant can be awarded.
Total Score (35 point scale +0-5 incentive points)				

Community Grant Applications

- **One-time grant application for non-profits**
- **2-year sustaining grant application for non-profits**
- **Innovation grant application for community members**

**TOWN OF LOS GATOS
 COMMUNITY GRANTS APPLICATION
 ONE-TIME GRANTS FOR NON-PROFITS
 FISCAL YEAR 20XX/20XX**



Instructions			
<ul style="list-style-type: none"> • The Town will consider funding requests for programmatic grants from local, non-profit organizations for new programs that bring a positive impact to the residents of Los Gatos in any one of the categories of Arts, Community Vitality, Education, Events, or Human Services. • Applications are limited to one per organization, per year. • All applications must be completed in full and submitted no later than 5:00 p.m. on <i>date</i> to be considered. • Completed applications must be submitted electronically by Town Seamless Docs via Town’s website at <i>link</i>. 			
Applicant Information			
Organization:			
Mailing Address:			
Program Coordinator:			
Contact Email:			
Contact Phone:			
Organization’s EIN#:		CA Registry of Charitable Trusts #:	
Program Title:			
Amount of Grant Funding Requested (not to exceed \$x,xxx):			
Have you received any Town of Los Gatos Community Grants in the past?			
Choose one of the following categories for your proposal (Arts, Community Vitality, Education, Events, Human Services):			
Program proposal			
Please provide a one sentence summary of your proposed program (what, when, how, why, and for whom?) (<i>max 100 words</i>):			

Please fully describe your proposed program and how you plan to accomplish it:

Organizational Background

Please give a brief description of the overview and mission of your organization as it relates to the proposed project:

Budget

What is your organization's total annual operating budget?	
------------------------------------------------------------	--

What is the total estimated budget for this proposed program?	
---------------------------------------------------------------	--

What sources of funding have you identified to cover additional costs of this program not covered by a Town of Los Gatos Community Grant?

Please give a breakdown of your program budget explaining how Community Grant funds will be spent:

Community Impact and Outcomes

Who is your target audience for the program?

How many people will your program serve?

Describe how you identified a community need and the impact your program will have in addressing that need:

How would you define success for your program in terms of outcomes and what methods will you use to gauge those outcomes?

Sustainability

Please describe how you plan to sustain the program in the future. If this program is designed to terminate by the end of the grant cycle, please explain your rationale in this decision:

Certifications – please initial in the boxes

I certify that the organization requesting funding is a currently registered non-profit.

I certify that our organization will provide a grant report and receipts to the Town on a quarterly basis.

I certify that the information provided in this application is true and correct to the best of my knowledge.

Signatures

Program Coordinator:

Date:

(Name Printed):

Organization's Director:

Date:

(Name Printed):

**TOWN OF LOS GATOS
 COMMUNITY GRANTS APPLICATION
 SUSTAINING GRANTS (2 YEAR FUNDING)
 FISCAL YEARS 20XX/20XX AND 20XX/20XX**



Instructions			
<ul style="list-style-type: none"> Sustaining grants are available only to non-profit organizations addressing human services needs that have received consistent and uninterrupted Town Community Grant funding for a single program for the last five or more years. Please confirm your eligibility with <i>Staff person contact</i> prior to using this application. Applications are limited to one per organization, per year. All applications must be completed in full and submitted no later than 5:00 p.m. on <i>date</i> to be considered. Completed applications must be submitted electronically by Town Seamless Docs via Town’s website at <i>link</i>. 			
Applicant Information			
Organization:			
Mailing Address:			
Program Coordinator:			
Contact Email:			
Contact Phone:			
Organization’s EIN#:		CA Registry of Charitable Trusts #:	
Program Title:			
Amount of Grant Funding Requested (not to exceed \$x,xxx):			
Program proposal			
Please provide a one sentence summary of your proposed program (what, when, how, why, and for whom?) (<i>max 100 words</i>): 			

Please fully describe your proposed program and how you plan to accomplish it. Please identify any changes you are making to the program based on lessons learned from previous years?

Organizational Background

Please give a brief description of the overview and mission of your organization as it relates to the proposed project. Please describe your organization's current capacity to continue this project:

Budget

What is your organization's total annual operating budget?	
What is the total estimated budget for this proposed program?	
What sources of funding have you identified to cover additional costs of this program not covered by a Town of Los Gatos Community Grant?	
Please give a breakdown of your program budget explaining how Community Grant funds will be spent:	

Community Impact and Outcomes

Who is your target audience for the program?

How many people will your program serve?

Describe how you identified a community need and the impact your program will have in addressing that need:

How would you define success for your program in terms of outcomes and what methods will you use to gauge those outcomes?

Certifications – please initial in the boxes

I certify that the organization requesting funding is a currently registered non-profit.

I certify that our organization will provide a grant report and receipts to the Town on a quarterly basis.

I certify that the information provided in this application is true and correct to the best of my knowledge.

Signatures

Program Coordinator: _____ Date: _____

(Name Printed): _____

Organization’s Director: _____ Date: _____

(Name Printed): _____

**TOWN OF LOS GATOS
 COMMUNITY GRANTS APPLICATION
 INNOVATION GRANTS FOR COMMUNITY MEMBERS
 FISCAL YEAR 20XX/20XX**



Instructions

- The Town offers *four* small grants per year in the set amount of *\$1,500* to individual community members in order to assist in developing and launching a new project idea that benefits the community of Los Gatos.
- The applicant may not apply for this grant on behalf on another organization.
- Applications are limited to one per person, per year.
- All applications must be completed in full and submitted no later than 5:00 p.m. on *date* to be considered.
- Completed applications must be submitted electronically by Town Seamless Docs via Town’s website at *link*.

Applicant Information

Name:	
Mailing Address:	
Contact Email:	
Contact Phone:	
Program Title:	

Have you received any Town of Los Gatos Community Grants in the past?

Project proposal

Please provide a one sentence summary of your proposed project (what, when, how, why, and for whom?) (*max 100 words*):

Please fully describe your proposed project and how you plan to accomplish it:

Applicant Background

Please give a brief description of why you are qualified to undertake this project.

Community Impact and Outcomes

Describe how you identified a community need and the impact your program will have in addressing that need:

How would you define success for your program in terms of outcomes and what methods will you use to gauge those outcomes?

Sustainability

Please describe how you plan to sustain the program in the future. If this program is designed to terminate by the end of the grant cycle, please explain your rationale in this decision:

Certifications – please initial in the boxes

I certify that I will provide a grant report and receipts to the Town at the end of the grant cycle.

I certify that the information provided in this application is true and correct to the best of my knowledge.

Signatures

Applicant Signature:

Date:

(Name Printed):



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/02/2020

ITEM NO: 5

DATE: June 2, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize Revenue and Expenditure Budget Adjustments in the Amount of \$5,000 to Recognize Receipt and Expenditure of California State Library Grant Funds

RECOMMENDATION:

Authorize revenue and expenditure budget adjustments in the amount of \$5,000 to recognize receipt and expenditure of California State Library grant funds.

BACKGROUND:

The Library has been successful in obtaining a \$5,000 grant from the California State Library for electronic material purchases. The grant funds will be used to purchase additional e-book titles for the Library's CloudLibrary platform. Grant funds will be expended by the end of June 2020.

FISCAL IMPACT:

Expenditures in the amount of \$5,000 will be reimbursed by an equal amount of grant revenue received. Grant revenues will be recorded to account 7801-43343 and be expended from account 7801-61172.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

PREPARED BY: Ryan Baker
Library Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/02/2020

ITEM NO: 6

DATE: May 21, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: State Homeland Security Grant Program (SHSGP)
a. Accept State Homeland Security Grant Program (SHSGP) funding and authorize budget adjustments in the amount up to \$102,000 to recognize grant funding from SHSGP.
b. Authorize Town Manager to execute required agreement and grant documents to receive funds in accordance with SHSGP requirements.

RECOMMENDATION:

State Homeland Security Grant Program (SHSGP)

- a. Accept State Homeland Security Grant Program (SHSGP) funding and authorize budget adjustments in the amount up to \$102,000 to recognize grant funding from SHSGP.
- b. Authorize Town Manager to execute required agreement and grant documents to receive funds in accordance with SHSGP requirements.

BACKGROUND:

The U.S. Department of Homeland Security provides funding to state and local governments through the State Homeland Security Grant Program (SHSGP). SHSGP plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, maintaining, and delivering of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. SHSGP funds support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas, including building and sustaining law enforcement terrorism prevention capabilities.

PREPARED BY: Heather St. John
Senior Administrative Analyst

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

PAGE 2 OF 3

SUBJECT: Accept State Homeland Security Grant Program funding and authorize budget adjustment.

DATE: May 21, 2020

BACKGROUND (continued):

In September of 2018, the Los Gatos-Monte Sereno Police Department (LGMSPD) partnered with the cities of Milpitas, Morgan Hill, Santa Clara, and Campbell to apply for a SHSGP grant to purchase portable anti-vehicle barriers and bollards.

The Santa Clara County Police Chief's Association (SCCPA) was the ambassador of this project and its primary sponsor. Each of the above jurisdictions completed a grant application and all the applications were then submitted to the Santa Clara County Office of Emergency Management (County OEM) as one singular regional project. County OEM then submitted the project to California Office of Emergency Services (Cal OES).

In January of 2020, County OEM was advised by Cal OES the grant was approved and each of the cities was awarded \$102,000 to purchase two portable barriers and five portable bollards (each jurisdiction was required to purchase the same barriers/bollards). These portable barriers and bollards will be shared by all law enforcement agencies in the County of Santa Clara operational area for deployment during public events. With the global increase in terror-related incidents involving vehicle assaults and mass casualties, these portable devices are needed around the County to protect the public at special events.

The purchase of portable barriers allows the LGMSPD and other law enforcement agencies in the County of Santa Clara to share these regional assets to provide defense against vehicle assaults at public gatherings and community events. The LGMSPD will store two portable barriers and five portable bollards and retain the primary use of the devices for Town events. The devices will be made available to the other cities in the County should the need arise for multiple barriers at large events.

The MP5000 portable barrier was selected and is manufactured by Delta Scientific Corporation. The portable barrier can be towed to a site where the restriction of vehicle access is needed. It is self-contained, battery powered, and only requires a single operator to activate the security gate to restrict or allow vehicle access. The ability to lower the security gate allows Police, Fire, and Emergency Medical Services to respond to an area and provide emergency services while restricting access to all other vehicles.

In addition to the MP5000s, we plan to purchase five TB100 portable bollards that are also manufactured by Delta Scientific Corporation. The portable bollards allow law enforcement to quickly create a barricade system to block vehicular access and can be used in conjunction with the MP5000. Up to five TB100 portable bollards can be linked together with a cable system and be placed on a road's surface to create immediate protection for a span of 20 feet. The TB100s requires no other installation procedures, excavations or sub-surface preparations.

PAGE 3 OF 3

SUBJECT: Accept State Homeland Security Grant Program funding and authorize budget adjustment.

DATE: May 21, 2020

CONCLUSION:

Approval of this item would allow the LGMSPD staff to accept SHSGP funds to be used in the purchase of portable barrier and bollards for public events. These devices will be a County of Santa Clara County shared regional asset.

FISCAL IMPACT:

With Council approval of the SHSGP funds, a budget adjustment will be made to the General Fund. The budget adjustment will recognize an increase in expenditures in the amount up to \$102,000; this will be offset by grant revenue of an equal amount. The grant will be recorded to FY 2019/20.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/02/2020

ITEM NO: 7

DATE: May 28, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Operating and Capital Budgets

- a. Adopt a resolution approving the Town of Los Gatos Fiscal Year (FY) 2020/21 Operating Budget and FY 2020/21 – 2024/25 Capital Improvement Program (CIP), new appropriations, other approved adjustments, minor corrections, and carry-forward appropriations
- b. Adopt a resolution approving commitment of fund balances under GASB 54.
- c. Confirm the General Fund Reserve Policy, Long term Debt Policy, Investment Policy, and IRS Section 115 Pension Trust and OPEB Trust Investment Policy.

RECOMMENDATION:

Operating and Capital Budgets

- a. Adopt a resolution approving the Town of Los Gatos Fiscal Year (FY) 2020/21 Operating Budget and FY 2020/21 – 2024/25 Capital Improvement Program (CIP), new appropriations, other approved adjustments, minor corrections, and carry-forward appropriations.
- b. Adopt a resolution approving commitment of fund balances under GASB 54.
- c. Confirm the General Fund Reserve Policy, Long term Debt Policy, Investment Policy, and IRS Section 115 Pension Trust and OPEB Trust Investment Policy.

BACKGROUND:

On May 19, 2020, the Town Council conducted public hearings to discuss the proposed FY 2020/21 Operating and Capital Summary Budget and Proposed FY 2020/21 – 2024/25 Capital Improvement Program. The Town Council considered public testimony, discussed both

PREPARED BY: Stephen Conway
Finance Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

BACKGROUND (continued):

documents, and directed staff to bring back the documents for final approval incorporating the staff proposed recommendations.

The Town Council held a special meeting on May 26, 2020 regarding how to help foster the economic vitality of the Town during recovery from the COVID-19 pandemic. Town Council directed staff to repurpose the Downtown Streetscape Revitalization Project for COVID-19 Economic Recovery efforts. As a result, the project is being renamed the COVID-19 Economic Recovery/Downtown Revitalization Project.

The repurposed project consists primarily of the installation of barriers to allow for street parking to be converted to outdoor dining, shopping, or other business use along N. Santa Cruz Avenue and Main Street in the C-2 Zone; signage for designated curbside pickup; and wayfinding signage for longer duration parking. This project will be implemented in collaboration with the Chamber of Commerce, businesses, and the community. The Council direction will be memorialized in the final publication of the budget document.

In addition, the proposed Budget addresses the Council identified Strategic Priorities and considers other areas of importance to the Los Gatos community, the Council, and the Town organization. The proposed Budget also acknowledges the current economic realities associated with the global COVID-19 pandemic and continues to position the organization for what will likely be the nation's first recession since 2008. This Budget also provides for limited strategic new investments toward important wildfire vegetation management, critical improvements to evacuation-related roadways, and other necessary infrastructure improvements, as the pandemic is not the only threat to our community's health and safety.

DISCUSSION:

The draft resolution (Attachment 1) incorporates the budget direction provided by the Council at the May 19, 2020 budget hearing. Attachment 2 contains the resolution to formally move General Fund balances based on the Town Council General Fund Reserve Policy and additional Council direction consistent with General Accounting Standards Board (GASB) 54. Attachment 3 contains the existing General Fund Reserve Policy, Long term Debt Policy, Investment Policy, and IRS Section 115 Pension Trust and OPEB Trust Investment Policy as listed in the Proposed Operating and Summary Budget from pages A-35 to A-58. Staff does not recommend any changes to the listed policies at this time.

COORDINATION:

The preparation of the budget documents involved the participation of all Town Departments.

PAGE 3 OF 3

SUBJECT: Operating and Capital Budgets

DATE: May 27, 2020

FISCAL IMPACT:

The fiscal impact is presented in summary form in the Financial Summaries chapter of the Proposed Operating and Capital Budget for FY 2020/21.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. Resolution of the Town Council Approving FY 2020/21 Operating Budget and FY 2020/21 – 2024/25 Capital Improvement Program (with Exhibit A)
2. Resolution of the Town Council of the Town of Los Gatos Approving Commitments of Fund Balance under GASB 54
3. Financial Policies

DRAFT RESOLUTION 2020-

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
APPROVING THE FISCAL YEAR (FY) 2020/21 OPERATING BUDGET AND FY 2020/21 –
2024/25 CAPITAL BUDGET, NEW APPROPRIATIONS, OTHER APPROVED
ADJUSTMENTS, MINOR CORRECTIONS, AND CARRY-FORWARD APPROPRIATIONS**

WHEREAS, Section 2.30.295(b) of the Los Gatos Town Code requires the Town Manager to annually prepare and submit a budget to the Town Council and be responsible for its administration; and

WHEREAS, the Town Manager submitted to the Town Council a proposed Operating Budget for FY 2020/21 on May 19, 2020; and

WHEREAS, the Town Manager submitted to the Town Council a proposed five-year Capital Improvement Program for FY 2020/21 – 2024/25 on May 19, 2020; and

WHEREAS, the Town Council has considered and reviewed said proposed Budget and Capital Improvement Program during public hearings on May 19, 2020; and

WHEREAS, the Town Council has repurposed the Downtown Streetscape Revitalization Project to the COVID-19 Economic Recovery/Downtown Revitalization Project during a Special Council Meeting on May 26, 2020; and

WHEREAS, on June 2, 2020, Town Council considered and reviewed the proposed Budget and Capital Improvement Program making final determinations.

NOW, THEREFORE, BE IT RESOLVED: that the Town Council hereby adopts as the Operating Budget for the Town of Los Gatos for the 2020/21 fiscal year as depicted in Exhibit A entitled “Total Town Revenues and Expenditures by Fund” including the first year (FY 2020/21) of the Town’s Capital Improvement Program budget as contained in the Town’s FY 2020/21 – 2024/25 Capital Improvement Program.

BE IT FURTHER RESOLVED, that the final adopted Budget documents include minor corrections and approved appropriations for unspent prior year allocations, and that they be carried forward from prior years in a Reserve for Encumbrances whereby within each fund there is an amount sufficient to cover approved outstanding encumbrances as of June 30, 2020.

ATTACHMENT 1

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 2nd day of June, 2020 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

TOTAL TOWN REVENUES AND EXPENDITURES BY FUND

	2020/21 Proposed Budget
REVENUES	
General Fund	\$45,751,230
Special Revenue Funds	624,074
Internal Service Funds	3,967,563
Trust Funds	74,100
Capital Project Funds (does not include carryforwards)	12,391,127
Successor Agency Funds	3,829,488
TOTAL REVENUES	\$66,637,582
OTHER FUNDING SOURCES	
Designated One-Time Use of General Fund Reserves	7,441,129 *
TOTAL TOWN REVENUES & OTHER FUNDING SOURCES	\$74,078,711

* Designated One-Time Use of the General Fund Reserves during FY 2020/21

General Fund One-Time Uses	\$ 769,308
For Pension	\$ 3,270,342
Transfer to Capital Projects (GFAR)	3,401,479
Total	\$ 7,441,129

TOTAL TOWN EXPENDITURES, TRANSFERS OUT & CARRYFORWARD APPROPRIATION

General Fund	\$53,180,454
Special Revenue Funds	596,814
Internal Service Funds	6,067,702
Trust Funds	114,455
Capital Project Funds (does not include carryforwards)	13,736,117
Successor Agency Funds	3,828,791
TOTAL TOWN EXPENDITURE & OTHER FUNDING USES	\$77,524,333
GENERAL FUND SOURCE(USE) OF FUND BALANCES	\$ 11,905
OTHER FUNDS SOURCE(USE) OF FUND BALANCES	(3,457,527) **
TOTAL SOURCE(USE) OF FUND BALANCES	\$ (3,445,622)

** Other Funds Source(Use) represents planned one-time uses of Internal Service Funds, Special Revenue Funds, Trust Funds, and Capital Project Funds primary for infrastructure and equipment investment.

EXHIBIT A

RESOLUTION 2020

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS APPROVING COMMITMENTS OF FUND BALANCE UNDER GASB 54

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued its Statement No. 54, Fund Balance and Governmental Fund Type Definitions with the intent of improving financial reporting by providing fund balance categories that will be more easily understood and to improve the comparability of governmental fund financial statements; and

WHEREAS, GASB 54 provides that the Town Council of the Town of Los Gatos classify governmental fund balances as restricted, assigned, or committed fund balances; and

WHEREAS GASB 54 provides that restricted reserves are funds that are restricted for externally imposed constraints such as legal contracts or state law, assigned amounts are constrained by the Town's intent to use them for specific purposes, and committed amounts are dedicated for specific purposes under constraints and formal action taken by the Town Council and these committed amounts cannot be used for any other purposes unless the Town Council of the Town of Los Gatos removes or changes the specific use through the same formal action to establish the commitment; and

WHEREAS, there exists a Restricted General Fund Pension Reserve in the form of an IRS 115 Pension Trust; and

WHEREAS, the Town Council of the Town of Los Gatos has established a General Fund Reserve Policy providing for minimum fund balance dollar target amounts for Budget Stabilization and Catastrophic Reserve fund balances and outlines policies and procedures for use and restoration of these balances; and

WHEREAS, there exists an assigned General Fund Compensated Absences Reserve allocated to fund 50% of all vested hours of sick leave, compensation, and vacation time with the actual reserve amount to be determined at the close of FY 2019/20; and

WHEREAS, there exists an assigned Capital/Special Projects Reserve to fund Council priorities, key infrastructure and capital/special projects as identified in the Town's five-year Capital Improvement Plan; and

WHEREAS, there exists an assigned authorized Carry Forward Reserve for materials and services on approved purchase order and contracts which were issued but not finalized or fulfilled as of the end of the fiscal year but for which funds will be carried forward to the following fiscal year. Actual reserve balance will be established at closing FY 2019/20; and

WHEREAS, in June 2016, the Town Council established the committed Pension/OPEB Reserve to provide funding toward pension and Other Post-Employment Benefits (OPEB) unfunded obligations by placing discretionary amounts to the reserve with formal Council action and transferring available year-end surpluses based on the General Fund Reserve Policy; and

WHEREAS, on November 6, 2018 the Town Council provided direction to establish a an unassigned Surplus Property Revenue General Fund Reserve that any monies received from the sale of the property located on Winchester Boulevard and any monies received from the sale of future surplus property be placed in this reserve, and the provisions for the reserve specifically indicate that Council may, at its discretion, distribute those funds as it deems appropriate; and

WHEREAS, there exists an assigned approximately \$1,200,000 balance in the Surplus Property Reserve. Actual reserve balance will be established at closing FY 2019/20; and

WHEREAS, on May 19, 2020 the Town Council directed staff that the Surplus Property Reserve balance can be used for alleviating COVID-19 economic impacts including revenue declines (for example Sales Tax, Property Tax, and Transient Occupancy Tax) and/or unanticipated expenditure cost increases in FY 2019/20 and beyond; and

WHEREAS, The Town Council established the assigned Sustainability Reserve in FY 2008/09 by closing the Solid Waste Management fund and placing the initial residual balance dedicated for conservation, recycling, and sustainability; and

WHEREAS, there exists an excess balance of \$140,553 as of June 30, 2020 in the assigned Sustainability Reserve; and

WHEREAS, the \$3,401,479 transfer from the Capital/Special Project Reserve to the General Fund Appropriated Reserves provides funding to the five-year capital plan; and

ATTACHMENT 2

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos held on the 2nd day of June 2020 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

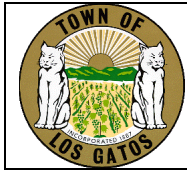
DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

GENERAL FUND RESERVE POLICY



TOWN OF
LOS GATOS
CALIFORNIA

COUNCIL POLICY MANUAL

Small Town Service Community Stewardship Future Focus

TITLE: General Fund Reserve Policy

POLICY NUMBER: 4-03

EFFECTIVE DATE: 05/16/2011

PAGES: 6

ENABLING ACTIONS:

REVISED DATES: 02/21/2017; 05/15/2018;
06/04/2019

APPROVED:

PURPOSE

The purpose of this Policy is to establish a target minimum level of designated reserves in the General Fund to:

- Reduce the financial impacts associated with a disaster or catastrophic event;
- Respond to the challenges of a changing economic environment, including prolonged downturns in the local, state, or national economy; and
- Demonstrate continued prudent fiscal management and creditworthiness.

BACKGROUND

The Town of Los Gatos has always maintained a high level of General Fund reserves, which has contributed to superior ratings by credit rating agencies; provided financial flexibility in economic downturns; contributed a source of investment income for General Fund operations; and assured financial coverage in the event of future emergencies.

GUIDING PRINCIPLES

Following sound financial practices and adhering to the Government Finance Officers of America (GFOA) recommendations, the Town's designated reserves include reserves for known and unknown contingencies, which take into consideration the:

- Diversity of revenue base
- Volatility of revenue structure

☞ GENERAL FUND RESERVE POLICY ☞

- Changes in political environment
- Frequency of operating surpluses/deficits
- Cash flow management practices

The General Fund Reserve Policy is to be reviewed by the Town Council as part of the annual operating budget review and adoption process.

POLICY

The fund balance is the difference between the assets and liabilities reported in a governmental fund. Under current accounting standards, there are five separate components of fund balance, each of which identifies the extent to which the Town is bound to honor constraints on the specific purposes for which amounts can be spent.

The following components are defined by Governmental Accounting Standards Board (GASB) Statement No. 54 and shall constitute the Town's Fund Balance:

- *Nonspendable Fund Balance* (inherently nonspendable)
- *Restricted Fund Balance* (externally enforceable limitations on use)
- *Committed Fund Balance* (self-imposed limitations on use)
- *Assigned Fund Balance* (limitation resulting from intended use)
- *Unassigned Fund Balance* (residual net resources)

The first two components listed above are not specifically addressed in this Policy due to the nature of their restrictions. The example of nonspendable fund balance is inventory. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This Policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

The accounting policies of the Town consider restricted fund balance spent first when expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Similarly, when an expenditure is incurred for purposes for which amounts of the unrestricted classifications of fund balance could be used, the Town considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts.

Committed Fund Balance

The Town Council, as the Town's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal action taken, such as an ordinance or resolution. These committed amounts cannot be used for any other purpose,

☞ GENERAL FUND RESERVE POLICY ☞

unless the Town Council removes or changes the specific use through the same type of formal action taken to establish the commitment. The Town Council action to commit fund balance

needs to occur within the fiscal reporting period; however, the amount can be determined subsequently at the final close of the fiscal year.

The Town currently sets aside funds into four committed reserves to address unforeseen emergencies or disasters, significant changes in the economic environment, unfunded pension and Other Post-Employment Benefits (OPEB) obligations, and key infrastructure and capital projects. These include the Catastrophic Reserve, Budget Stabilization Reserve, Pension (OPEB) Reserve and Almond Grove Street Projects Reserve.

Catastrophic Reserve

Funds reserved under this category shall be used to mitigate costs associated with unforeseen emergencies, such as a disaster or catastrophic event. Should unforeseen and unavoidable events occur that require the expenditure of Town resources beyond those provided for in the annual budget, the Town Manager or designee shall have authority to approve Catastrophic Reserve appropriations. The Town Manager or designee shall then present to the Town Council a budget amendment confirming the nature of the emergency and authorizing the appropriation of reserve funds.

The Town currently commits to maintaining this reserve at a minimum of 12.5% of General Fund ongoing operating expenditures (minus one-time expenditures).

Should a catastrophic disaster occur, the required reserve level should be adequate to meet the Town's immediate financial needs. For example, in the event of natural disaster, the Catastrophic Reserve would provide necessary coverage for basic operating expenses, including salary and benefits for safety and non-safety Town employees, while still meeting debt service obligations for approximately 60 days. This time frame would enable the Town to explore other available cash alternatives, including the use of internal service funds.

Budget Stabilization Reserve

Funds reserved under this category shall be used to mitigate annual revenue shortfalls (actual revenues less than projected revenues) due to changes in the economic environment and/or one-time uses that will result in future efficiencies and/or budgetary savings. Examples of "economic triggers" and one-time uses include, but are not limited to:

- An unplanned, major event such as a catastrophic disaster requiring expenditures which exceed the General Fund Catastrophic Reserve;
- Drop in projected/actual revenue of more than five percent in property or sales tax, or other economically sensitive revenues;
- Budgeted revenue taken over by another entity exceeding \$100,000;
- Loss of businesses considered to be significant sales tax generators;

∞ GENERAL FUND RESERVE POLICY ∞

- Reductions in projected/actual revenue of more than five percent due to actions by the state/federal government;
- Workflow/technical system improvements to reduce ongoing, personnel costs and enhance customer service;
- One-time maintenance of service levels due to significant economic/budget constraints; and
- One-time transitional costs associated with organizational restructuring to secure long-term personnel cost savings.

The Town currently commits to maintaining this reserve at a minimum of 12.5% of General Fund ongoing operating expenditures (minus one-time expenditures).

Should a loss of the Town's single highest source of sales tax revenue occur, the required reserve level should be adequate to meet the Town's immediate financial needs. For example, the reserve level in the Budget Stabilization Fund would provide for an approximate 3-year transition period, giving the Town adequate time to realign its operating costs with available resources, while minimizing service impacts.

Pension/OPEB Reserve

Funds reserved under this category shall be used to further mitigate costs associated with pension and OPEB unfunded obligations. These funds will be used as a funding source for potential additional discretionary payments to pay down unfunded pension and other post-employment obligations, or held in the reserve account to be used as a supplemental funding source for unanticipated increases to the annual pension and other post-employment costs resulting from future actuarial assumptions and investment market volatility.

This Policy requires the Town to set aside additional annual discretionary payments (ADPs) to reduce the effective amortization period of the Town's pension unfunded actuarial liabilities from approximately 30 years to 20 years. To facilitate the implementation of this Policy, staff shall update the estimated unfunded amortization schedules in conjunction with the Town's and CalPERS actuaries. This process will coincide with the annual proposed budget process to determine the additional annual discretionary payment levels required to maintain the goal of lowering the amortization period from a 30-year to a 20-year amortization period for all prior year actuarial bases through FY 18/19. The ADP is currently projected at \$390,000 for FY 2018/19 (subject to annual updates provided by CalPERS actuaries). Per Council direction ADPs will either be allocated directly to CalPERS, the Town's Pension IRS 115 Trust Fund, or the OPEB IRS 115 Trust Fund.

As part of the proposed budget for each forthcoming fiscal year, staff shall annually appropriate, to the extent possible, the amount of annual discretionary payments necessary to maintain the unfunded pension liability amortization shortening from 30 to 20 years.

∞ GENERAL FUND RESERVE POLICY ∞

In the event the annual amount required for additional discretionary payments is not available from operating revenues, the ADP shall be funded by a first lien on any one-time excess revenues above expenditures once other General Fund required reserve levels have been established at the appropriate levels as per the Town's General Fund Reserve Policy. If in any given year neither budgetary appropriations or a first lien on one-time excess revenues are sufficient to fund the annual ADP, that years ADP will be accrued to the following year until paid.

Additionally, effective upon the close of fiscal year 2015/16 and thereafter, if sufficient General Fund year-end savings are available and targeted reserve levels of 25% (12.5% for Catastrophic Reserve and 12.5% for Budget Stabilization Reserve) of the next fiscal year's operating budget and the funding the following year's proposed budget ADP have been met, upon final close of the fiscal year, a minimum of \$300,000 annually shall be deposited into the Pension/OPEB Reserve fund. In addition, Council can assign additional amount deposited to the Pension/OPEB Reserve with a formal Council action from available year end savings.

Almond Grove Street Project Reserve

Funds reserved under this category shall be used to reconstruct the 10 streets identified in the Almond Grove Street Rehabilitation Project specification.

The Council awarded the bid in April 2017 allowing for \$2.9 million savings within the project. The Council reappropriated the use of the savings through the FY 2017/18 budget process. The Almond Grove Reserve should be reduced by the identified \$2.9 million savings. The Almond Grove Street Reserve balance will be reduced at each fiscal year end by the funds expended on the Almond Grove Street Rehabilitation Project during the fiscal year.

Assigned Fund Balance

Amounts that are constrained by the Town's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. This Policy hereby delegates the authority to assign amounts to be used for specific purposes to the Town Manager for the purpose of reporting to assign amounts in the annual financial statements. A few examples of assigned fund balance follow.

- Encumbrances – material s and services on purchase order and contracts which are unperformed.
- Reappropriations – appropriated by the Council for specific projects or programs that were not completed and not encumbered by year end.
- GASB 31 Adjustments – unrealized investment gains that have been recorded in the financial statements in accordance with GASB 31.

☞ GENERAL FUND RESERVE POLICY ☞

Capital and Special Projects Reserve

Funds reserved under this category are designated for key infrastructure and capital/special projects as identified in the Town 5-year Capital Improvement Plan, as there is no ongoing funding source to support the Town's capital needs.

Unassigned Fund Balance

At the end of each fiscal year, the Finance Department reports on the audited year-end budgetary fiscal results. Should actual General Fund revenues exceed expenditures and encumbrances, a year-end operating surplus shall be reported. Any year-end surplus which results in the General Fund balance exceeding the level required by this Reserve Policy shall be available for allocation for the following, subject to Council approval:

- Offset projected future deficits
- Anticipated intergovernmental fiscal impacts
- One-time funding, non-recurring needs

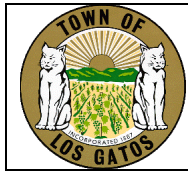
Upon funding any of the above reserve levels pursuant to this General Fund Reserve Policy, any remaining surplus of fiscal year revenues above expenditures shall be placed in the Capital and Special Projects Reserve for appropriation within the Capital Improvement Program budget.

Replenishment of Unreserved Fund Balance

In keeping with the principles discussed in this Policy, when either fund is used, Town Council will develop a 1 to 5 year reserve replenishment plan to meet the minimum threshold of 25% of General Fund ongoing, operating expenditures, excluding one-time expenditures.

/S/ Robert Schultz, Town Attorney

LONG TERM DEBT POLICY



TOWN OF
LOS GATOS
CALIFORNIA

COUNCIL POLICY MANUAL

Small Town Service Community Stewardship Future Focus

TITLE: Long Term Debt Policy

POLICY NUMBER: 4-01

EFFECTIVE DATE: 11/2/16

PAGES: 3

ENABLING ACTIONS: 2016-062

REVISED DATES:

APPROVED:

PURPOSE

The Long Term Debt Policy sets forth certain debt management objectives for the Town and establishes overall parameters for issuing and administering the debt for which the Town is financially obligated or is responsible for managing.

SCOPE

The following long term debt policy sets the considerations for issuing debt and provides guidance in the timing and structuring of long term debt commitments.

POLICY

GENERAL PRACTICES

1. The Town will seek to maintain and improve the current bond rating in order to minimize borrowing costs and preserve access to credit.
2. Bond issue proposals are to be accompanied by an analysis defining how the new issue, combined with current debt, impacts the Town's debt capacity and conformance with Town debt policies.
3. Debt Service costs [General Obligation (GO) Bond, Certificate of Participation (COP), Revenue Bond, and Contractual Debt] are not to exceed 25% of the Town's operating revenue.
4. A ratio of current assets to current liabilities of at least 2/1 will be maintained to ensure the Town's ability to pay short-term obligations.

THE TOWN WILL CONSIDER THE ISSUANCE OF LONG TERM OBLIGATIONS UNDER THE FOLLOWING CONDITIONS:

1. The Town will use debt financing only for one-time capital improvement projects and unusual equipment purchases, and only under the following circumstances:
 - a. When the project is included in the Town's five-year capital improvement program and is in conformance with the Town's General Plan.
 - b. When the project is not included in the Town five-year capital improvement plan, but it is an emerging critical need whose timing was not anticipated in the five-year capital improvement program, or it is a project mandated immediately by State or Federal requirements.
 - c. When the project's useful life, or the projected service life of the equipment, will be equal to or exceed the term of the financing.
 - d. When there are designated revenues sufficient to service the debt, whether from project revenues, other specified and reserved resources, or infrastructure cost-sharing revenues.
 - e. Debt financing (other than tax and revenue anticipation notes) is not considered appropriate for any recurring purpose such as current operating and maintenance expenditures.
2. The costs of developing and maintaining the Successor Agency to the Town of Los Gatos Redevelopment Agency (Agency) long term debt policy will be borne by the Agency and will be developed in conjunction with amendments to existing redevelopment project area plans and/or new proposals to issue debt by the Successor Agency to the Town of Los Gatos Redevelopment Agency.
3. The Town will follow all State and Federal regulations and requirements regarding bond provisions, issuance, taxation and disclosure.
4. Costs incurred by the Town, such as bond counsel and financial advisor fees, printing, underwriters' discount, and project design and construction costs, will be charged to the bond issue to the extent allowable by law.
5. The Town will monitor compliance with bond covenants and adhere to federal arbitrage and disclosure regulations.

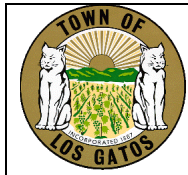
PROCEDURES

This Long Term Debt Policy shall be adopted by resolution of the Town Council. The Treasurer shall present this Long Term Debt Policy as needed to the Town Council for review to ensure its consistency with the Town's long term debt objectives, and current law. Any amendments to this Long Term Debt Policy shall be approved by the Town Council.

/S/ Robert Schultz, Town Attorney



INVESTMENT POLICY



TOWN OF
LOS GATOS
CALIFORNIA

COUNCIL POLICY MANUAL

Small Town Service Community Stewardship Future Focus

TITLE: Investment Policy

POLICY NUMBER: 4-02

EFFECTIVE DATE: 11/1/16

PAGES: 8

ENABLING ACTIONS: 2016-063

REVISED DATES: 5/16/17;5/15/2019;
9/3/2019

APPROVED:

PURPOSE

The Town of Los Gatos (the “Town”), incorporated in 1887, is located approximately 60 miles south of San Francisco, in the southwestern portion of Santa Clara County. The Town operates under the Council/Manager form of government. The Town Council is the legislative body for the Town. It has five members elected to serve staggered four year terms. The Town Manager is appointed by the Town Council.

The Town Council has adopted this Investment Policy in order to establish the investment scope, objectives, delegation of authority, standards of prudence, reporting requirements, internal controls, eligible investments and transactions, diversification requirements, risk tolerance, and safekeeping and custodial procedures for the investment of the funds of the Town. All Town funds will be invested in accordance with this Investment Policy and with applicable sections of the California Government Code.

This Investment Policy was originally adopted by the Town Council of the Town of Los Gatos November 1, 2016. Town Council adopted revisions replace any previous investment policy or investment procedures of the Town.

SCOPE

This Investment Policy applies to all of the Town's short-term operating funds. These funds are described in the Town's annual financial report and include, but are not limited to:

General Fund

∞ INVESTMENT POLICY ∞

Special Revenue Funds

Capital Project Funds
Debt Service Funds
Enterprise Fund
Internal Service Funds
Fiduciary Funds

Specifically excluded from this Investment Policy are amounts which are held by a trustee or fiscal agent and pledged as payment or security for bonds or other indebtedness, obligations under a lease, or obligations under certificates of participation. Such funds are invested in accordance with statutory provisions, ordinance, resolution, or indenture governing the issuance of the obligations. In addition, this Investment Policy is not applicable to the Town's Deferred Compensation Plan. These investments are directed by each employee participant in accordance with the rules of the Deferred Compensation Plan.

POLICY

OBJECTIVES

The Town's funds shall be invested in accordance with all applicable Town policies and codes, State statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

1. Preservation of capital and protection of investment principal.
2. Maintenance of sufficient liquidity to meet anticipated cash flows.
3. Attainment of a market value rate of return.
4. Diversification to avoid incurring unreasonable market risks.

DELEGATION OF AUTHORITY

Management responsibility for the Town's investment program is delegated annually by the Town Manager to the Town Treasurer/Finance Director (the "Treasurer") pursuant to California Government Code Section 36510. The Treasurer may delegate the authority to conduct investment transactions and to manage the operation of the investment portfolio to other specifically authorized staff members. The Treasurer shall maintain a list of persons authorized to transact securities business for the Town. No person may engage in an investment transaction except as expressly provided under the terms of this Investment Policy.

The Treasurer shall develop written administrative procedures and internal controls, consistent with this Investment Policy, for the operation of the Town's investment program. Such procedures shall be designed to prevent losses arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees.

∞ INVESTMENT POLICY ∞

The Town may engage the support services of outside investment advisors in regard to its investment program, so long as it can be demonstrated that these services produce a net financial advantage or necessary financial protection of the Town's financial resources.

PRUDENCE

The standard of prudence to be used for managing the Town's investments shall be California Government Code Section 53600.3, the prudent investor standard which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

The Town's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The Town recognizes that no investment is totally without risk and that the investment activities of the Town are a matter of public record. Accordingly, the Town recognizes that occasional measured losses may occur in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented and that the sale of a security is in the best long-term interest of the Town.

The Treasurer and authorized investment personnel acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that the deviations from expectations are reported in a timely fashion to the Town Council and appropriate action is taken to control adverse developments.

ETHICS AND CONFLICTS OF INTEREST

Elected officials and Town employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or could impair or create the appearance of an impairment of their ability to make impartial investment decisions. Elected officials and Town employees shall disclose to the Town Council any business interests they have in financial institutions that conduct business with the Town and they shall subordinate their personal investment transactions to those of the Town. In addition, the Town Manager and the Treasurer shall file a Statement of Economic Interests each year pursuant to California Government Code Section 87203 and regulations of the Fair Political Practices Commission.

∞ INVESTMENT POLICY ∞

SOCIALLY RESPONSIBLE INVESTING

In addition to and subordinate to the objectives set forth above, investment of funds should be guided by the following socially responsible investment goals when investing in corporate securities and depository institutions. Investments shall be made in compliance with the responsible investment goals to the extent that such investments achieve substantially equivalent safety, liquidity and yield compared to other investments permitted by state law.

(1) Environmental, Social Responsibility and Governance Concerns

Investments are encouraged in entities that support community well-being through safe and environmentally sound practices and fair labor practices. Investments are encouraged in entities that support equality of rights regardless of sex, race, age, disability or sexual orientation. All corporate securities within the portfolio will be monitored by an independent third-party who will provide the Town with an ESG (Environmental, Social Responsibility, and Governance) rating. The Town will prefer companies when appropriate that maintain a higher ESG rating as opposed to those companies that have a lower ESG Rating.

(2) Community Investments

Investments are encouraged in entities that promote community economic development, and investments are discouraged in entities that finance high-cost check-cashing and deferred deposit (payday-lending) businesses. Investments are encouraged in entities that have a demonstrated involvement in the development or rehabilitation of low-income affordable housing and have a demonstrated commitment to reducing predatory mortgage lending and increasing the responsible servicing of mortgage loans. Securities investments are encouraged in financial institutions that have a Community Reinvestment Act (CRA) rating of either Satisfactory or Outstanding, as well as financial institutions that are designated as a Community Development Financial Institution (CDFI) by the United States Treasury Department, or otherwise demonstrate commitment to community economic development.

AUTHORIZED SECURITIES AND TRANSACTIONS

All investments and deposits of the Town shall be made in accordance with California Government Code Sections 16429.1, 53600-53609 and 53630-53686, except that pursuant to California Government Code Section 5903(e), proceeds of bonds and any moneys set aside or pledged to secure payment of the bonds may be invested in securities or obligations described in the ordinance, resolution, indenture, agreement, or other instrument providing for the issuance of the bonds. Any revisions or extensions of these code sections will be assumed to be part of this Investment Policy immediately upon being enacted. However, in the event that amendments to these sections conflict with this Investment Policy and past Town investment practices, the Town may delay adherence to the new requirements when it is deemed in the best interest of the Town to do so. In such instances, after consultation with the Town's attorney, the Treasurer will present a recommended course of action to the Town Council for approval. All investment limits specified in the Policy are calculated at the time of investment.

INVESTMENT POLICY

The Town has further restricted the eligible types of securities and transactions as follows:

1. United States Treasury bills, notes, bonds, or certificates with a final maturity not exceeding five years from the date of trade settlement.
2. Federal Agency Obligations for which the faith and credit of the United States are pledged for the payment of principal and interest and which have a final maturity not exceeding five years from the date of trade settlement. There is no limit on the percentage of the portfolio that can be invested in this category, however, no more than 20% of the town's total portfolio shall be invested in the combination of Government National Mortgage Association (GNMA), Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) mortgage-backed securities.
3. Federal Instrumentality (government sponsored enterprise) debentures, discount notes, callable securities, step-up securities, and mortgage-backed securities (including FNMA and FHLMC) with a final maturity not exceeding five years from the date of trade settlement. There is no limit on the percentage of the portfolio that can be invested in this category, however, no more than 20% of the town's total portfolio shall be invested in the combination of GNMA, FNMA, and FHLMC mortgage-backed securities.
4. Prime Commercial Paper with a maturity not exceeding 270 days from the date of trade settlement with the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either sub-paragraph A. or sub-paragraph B. below:

A. The entity shall (1) be organized and operating in the United States as a general corporation, (2) have total assets in excess of five hundred million dollars (\$500,000,000) and (3) Have debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.

B. The entity shall (1) be organized within the United States as a special purpose corporation, trust, or limited liability company, (2) have program wide credit enhancements, including, but not limited to, over collateralization, letters of credit or surety bond and (3) have commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of eligible commercial paper shall not exceed:

- 10% of the outstanding commercial paper of any single corporate issuer,
- 5% of the Town's total portfolio in the commercial paper of any one issuer, and

INVESTMENT POLICY

- 25% of the Town's total portfolio.
5. Eligible Bankers Acceptances with a maturity not exceeding 180 days from the date of trade settlement, issued by a state or national bank with combined capital and surplus of at least \$250 million, whose deposits are insured by the FDIC, and whose senior long-term debt is rated at least A or the equivalent by a NRSRO at the time of purchase. No more than 5% of the Town's total portfolio shall be invested in banker's acceptances of any one issuer, and the aggregate investment in banker's acceptances shall not exceed 30% of the Town's total portfolio.
 6. Medium Term Notes (Corporate Notes) issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, with a final maturity not exceeding five years from the date of trade settlement and rated at least "A" or the equivalent by a NRSRO. No more than 5% of the Town's total portfolio shall be invested in the medium-term notes of any one issuer and the aggregate investment in medium term notes shall not exceed 30% of the Town's total portfolio.
 7. Municipal & State Obligations:
 - A. Municipal bonds including registered notes or bonds of any of the 50 states, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the 50 states.
 - B. In addition, bonds, notes, warrants, or other evidences of indebtedness of any local agency in California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, operated by the local agency, or by a department, board, agency, or authority of the local agency.

Municipal bonds must be rated at least "A" or the equivalent by a NRSRO with maturities not exceeding five years from the date of the trade settlement. No more than 5% of the Town's total portfolio shall be invested in "A" rated bonds or in the bonds of any one municipality. In addition, the aggregate investment in municipal bonds may not exceed 30% of the total portfolio.

8. Certificates of Deposit with a final maturity not exceeding five years from the date of trade settlement. The aggregate investment in certificates of deposit shall not exceed 30% of the Town's portfolio, and no more than 5% of the portfolio shall be held in any one deposit or allocated to any one issuer. Certificates of Deposit shall be issued by a nationally or state-

INVESTMENT POLICY

chartered bank or a state or federal savings and loan association or by a state-licensed branch of a foreign bank or by a federally licensed branch of a foreign bank provided that the senior debt obligations of the issuing institution are rated at least “A” or the equivalent by a NRSRO.

Negotiable certificates of deposit issued by a nationally or state-chartered bank, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposits are subject to the limitations of Section 53601(i), shall be fully insured by the FDIC with a corresponding FDIC certification number, and shall be delivered through the Depository Trust Company.

Non-Negotiable certificates of deposit issued by a nationally or state-chartered bank, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of non-negotiable certificates of deposit are subject to the limitations of Sections 53601(n) and 53638 and shall be fully insured by the FDIC with a corresponding FDIC certification number. Private sector entities may be used to place certificates of deposit subject to the limitations of Section 53601.8.

9. State of California’s Local Agency Investment Fund (LAIF), pursuant to California Government Code Section 16429.1. The aggregate amount invested in LAIF shall not exceed the maximum allowed by the fund.
10. Money Market Funds registered under the Investment Company Act of 1940 that (1) are “no-load” (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant net asset value per share of \$1.00; (3) invest only in government securities, and (4) have a rating of at least AAA or the equivalent by at least two NRSROs. No more than 10% of the Town’s total portfolio shall be invested in money market funds of any one issuer, and the aggregate investment in money market funds shall not exceed 20% of the Town’s total portfolio.

Securities that have been downgraded to a level that is below the minimum ratings described herein may be sold or held at the Town’s discretion. The portfolio will be brought back into compliance with Investment Policy guidelines as soon as is practical.

The foregoing list of authorized securities and transactions shall be strictly interpreted. Any deviation from it must be preapproved by resolution of the Town Council.

PORTFOLIO MATURITIES AND LIQUIDITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities. The Town will not invest in securities maturing more than five years from the

∞ INVESTMENT POLICY ∞

date of trade settlement, unless the Town Council has by resolution granted authority to make such an investment at least three months prior to the date of investment.

SELECTION OF BROKER/DEALERS

The Treasurer shall maintain a list of broker/dealers approved for investment purposes, and it shall be the policy of the Town to purchase securities only from those authorized firms. To be eligible, a firm must meet at least one of the following criteria:

- Be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a primary dealer within their holding company structure; or
- Report voluntarily to the Federal Reserve Bank of New York; or
- Qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

In addition, authorized broker/dealers must be licensed by the State of California as a broker/dealer as defined in Section 25004 of the California Corporations Code.

The Town may engage the services of investment advisory firms to assist in the management of the portfolio and investment advisors may utilize their own list of approved broker/dealers. Such broker/dealers will comply with the selection criteria above and the list of approved firms shall be provided to the Town on an annual basis or upon request.

In the event that an external investment advisor is not used in the process of recommending a particular transaction in the Town's portfolio, authorized broker/dealers shall attest in writing that they have received and reviewed a copy of the this Investment Policy and shall be required to submit and annually update a Town approved Broker/Dealer Information request form, which includes the firm's most recent financial statements.

The Town may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined in Item 4 of the Authorized Securities and Transactions section of this Investment Policy.

COMPETITIVE TRANSACTIONS

Each investment transaction shall be competitively transacted with authorized broker/dealers. At least three broker/dealers shall be contacted for each transaction and their bid and offering prices shall be recorded.

If the Town is offered a security for which there is no other readily available competitive offering, the Treasurer will document quotations for comparable or alternative securities.

∞ INVESTMENT POLICY ∞

SELECTION OF BANKS

The Treasurer shall maintain a list of banks and savings banks approved to provide banking services for the Town. To be eligible, a bank must be a member of the Federal Deposit Insurance Corporation, must qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.5 and shall secure deposits in excess of FDIC coverage in accordance with California Government Code Section 53652.

Authorized banks that accept deposits from the Town shall meet high standards with regard to liquidity, asset quality, profitability and capital adequacy. The Treasurer shall utilize a commercial bank rating service to perform credit analysis on banks seeking authorization. Banks that in the judgment of the Treasurer no longer offer adequate safety to the Town shall be removed from the Town's list of authorized banks.

SAFEKEEPING AND CUSTODY

The Treasurer shall select one or more financial institutions to provide safekeeping and custodial services for the Town. A Safekeeping Agreement shall be executed with each custodian bank prior to utilizing that bank's safekeeping services.

Custodian banks will be selected on the basis of their ability to provide services for the Town's account and the competitive pricing of their safekeeping related services.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. All securities shall be perfected in the name of the Town. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities, purchased by the Town, will be delivered by book entry and will be held in third-party safekeeping by a Town approved custodian bank or its Depository Trust Company (DTC) participant account.

All Fed wireable book entry securities owned by the Town shall be held in the Federal Reserve System in a customer account for the custodian bank which will name the Town as "customer."

All DTC eligible securities shall be held in the custodian bank's DTC participant account and the custodian bank shall provide evidence that the securities are held for the Town as "customer."

PORTFOLIO PERFORMANCE

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The performance of the Town's investments shall be compared to the average yield on the U.S. Treasury security that most

∞ INVESTMENT POLICY ∞

closely corresponds to the portfolio's weighted average effective maturity. When comparing the performance of the Town's portfolio, its rate of return will be computed net of all fees and expenses.

REPORTING

No less than quarterly, the Treasurer shall prepare a report of the investment earnings and performance results of the Town's investment portfolio. The report shall be submitted to the Town Clerk within 45 days after the end of each quarter for inclusion as an agenda item at the next scheduled Town Council meeting. The report shall include the following information:

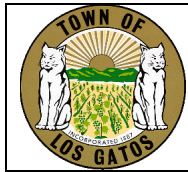
1. Investment type, issuer, date of maturity, par value and dollar amount invested in all securities, and investments and monies held by the Town;
2. A market value as of the date of the report (or the most recent valuation as to assets not valued monthly) and the source of the valuation;
3. Realized and unrealized gains or losses calculated by amortized cost and by fair value.
4. The weighted average maturity of the portfolio and a percentage breakdown of the total portfolio by maturity.
5. A description of the funds, investments and programs that are under the management of contracted parties;
6. A statement of compliance with this Investment Policy or an explanation for non-compliance; and
7. A statement of the ability to meet expenditure requirements for the next six months, and an explanation of why money will not be available if that is the case.

PROCEDURES

This Investment Policy shall be adopted by resolution of the Town Council. Annually the Town Manger shall present this Investment Policy to the Town Council for review to ensure its consistency with the Town's investment objectives, current law and economic trends. Any amendments to this Investment Policy shall be approved by the Town Council.

/S/ Robert Schultz, Town Attorney

IRS SECTION 115 PENSION TRUST AND OPEB TRUST INVESTMENT POLICY



TOWN OF
LOS GATOS
CALIFORNIA

COUNCIL POLICY MANUAL

Small Town Service Community Stewardship Future Focus

TITLE: Town of Los Gatos IRS Section 115 Pension Trust and OPEB Trust Investment Policy

POLICY NUMBER: 4-04

EFFECTIVE DATE: 11/7/17

PAGES: 3

ENABLING ACTIONS: 2017-062

REVISED DATES: 12/18/2018; 12/03/2019

APPROVED:

PURPOSE

The Town of Los Gatos (the "Town") has established IRS Section 115 Trusts for both pension and other post-employment benefits (OPEB). The Pension Trust is administered by the CalPERS California Employers' Pension Prefunding Trust (the "CEPPT") and the OPEB trust is administered by the California Employers' Retiree Benefit Trust (the "CERBT"), collectively the "115 Trusts". The 115 Trusts provide for funding of pension, retiree health and other post-employment benefits for the City's eligible retirees. The CEPPT acts as an additional investment vehicle for the overall funding of pension liabilities associated with the Town's Miscellaneous and Safety Pension Plans (the "Pension Plans"). Funds in the 115 Pension Trust may be used for long-term capital accumulation and appreciation, additional discretionary payments (ADPs), and pension contribution management strategies. The CERBT is the single investment vehicle for the Town's OPEB Plan ("OPEB Plan"). The Town has established the 115 Trusts Oversight Committee (the "Oversight Committee") to oversee the assets of the 115 Trusts and to perform the duties and responsibilities set forth in this Investment Policy (IP).

COMPOSITION

The membership of the Oversight Committee is composed of the entire Town Council.

FIDUCIARY DUTIES AND RESPONSIBILITIES

1. The Oversight Committee has exclusive control of the investments of the 115 Trusts. The Oversight Committee will manage the funds under the Trusts:

⌘ IRS SECTION 115 PENSION TRUST AND OPEB TRUST INVESTMENT POLICY ⌘

- a) solely in the interest of, and for the exclusive purposes of providing for funding of benefits for participants and their beneficiaries, minimizing employer contributions thereto, and defraying reasonable expenses of administering the Trusts;
 - b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise of a like character and with like aims; and
 - c) by diversifying the investments of the Trusts so as to minimize the risk of loss and to maximize the rate of return, unless under the circumstances it is clearly prudent not to do so.
2. The work of the Oversight Committee shall be consistent with written statement of Investment Policy (i.e., this Investment Policy for the Trusts). At least once every three years, the Oversight Committee will evaluate the appropriateness of the Investment Policy and, based on such evaluation, either confirm the tenets of the Investment Policy as then in effect, or amend the 115 Trusts Investment Policy as appropriate. The Investment Policy must include the following:
- a) document investment objectives, performance expectations and investment guidelines for assets under the Trusts;
 - b) establish an appropriate investment strategy for managing all assets under the Trusts, including an investment time horizon, risk tolerance ranges and asset allocation to provide sufficient diversification and overall return over the long-term time horizon of the Trusts; and
 - d) establish periodic performance reporting requirements that will effectively monitor investment results and ensure that the investment policy is being followed.

INVESTMENT OBJECTIVES

1. The primary objective of the 115 Trusts investment portfolios is to satisfy the Pension Plans and OPEB Plan obligations to pay benefits to members and their beneficiaries. To do so, the 115 Trusts will seek to achieve long-term net returns in excess of the actuarial investment return assumption while maintaining a reasonable level of investment risk.
2. The funds will be managed as an ongoing concern with a long-term investment horizon, consistent with demographic profile of the members and beneficiaries of the plans.

∞ IRS SECTION 115 PENSION TRUST AND OPEB TRUST INVESTMENT POLICY ∞

3. A range of risks will be managed in connection with the trusts, with an emphasis on the following:
 - a) The impact of the investment decisions on the funded status of the plans and the resulting volatility of contributions.
 - b) Risk of loss of plan assets.
4. In determining the investment strategies of the 115 Trusts, various factors will be considered including, but not limited to:
 - a) The structure and duration of the Pension Plans and OPEB Plan liabilities.
 - b) Modern Portfolio Theory.
 - c) The liquidity needs of Pension Plans and OPEB Plan.

INVESTMENT STRATEGY/ASSET ALLOCATION

The Oversight Committee has delegated the investment management function to third parties. These third parties offer multiple asset allocation options with varying degrees of risk return profiles. The Oversight Committee has the sole discretion to select the asset allocation which best aligns with the aforementioned fiduciary standards and investment objectives.

The Oversight Committee will review the selected asset allocations annually. However, the Oversight Committee can review the current asset allocation selections at any time in light of market conditions.

MONITORING AND REPORTING

1. Monitor the 115 Trusts investment managers on an ongoing basis and may be terminated by Oversight Committee at any time due to performance or other developments that call into question the investment manager's ability to continue to effectively manage assets of the 115 Trusts.
2. Review and assess the performance of any Investment Manager(s) appointed by the Oversight Committee to perform services related to the Trusts quarterly.
3. Measure and evaluate the annual and quarterly performance of investment managers relative to appropriate long-term performance benchmark.
4. Measure and evaluate annual and quarterly fees.

⌘ IRS SECTION 115 PENSION TRUST AND OPEB TRUST INVESTMENT POLICY ⌘

5. Review quarterly cash flow statements associated with the Trusts.
6. Review the actuarial pension evaluation annually.
7. Review the actuarial OPEB evaluation biennially.
8. Monitor compliance with this Investment Policy for the Trusts.

/S/ Robert Schultz, Town Attorney



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/02/2020

ITEM NO: 7

ADDENDUM

DATE: May 29, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Operating and Capital Budgets
a. Adopt a resolution approving the Town of Los Gatos Fiscal Year (FY) 2020/21 Operating Budget and FY 2020/21 – 2024/25 Capital Improvement Program (CIP), new appropriations, other approved adjustments, minor corrections, and carry-forward appropriations
b. Adopt a resolution approving commitment of fund balances under GASB 54.
c. Confirm the General Fund Reserve Policy, Long term Debt Policy, Investment Policy, and IRS Section 115 Pension Trust and OPEB Trust Investment Policy.

REMARKS:

Attachment 4 contains public comment received before 11:01 a.m. Friday, May 29, 2020.

Attachments previously distributed with the Staff Report:

1. Resolution of the Town Council Approving FY 2020/21 Operating Budget and FY 2020/21 – 2024/25 Capital Improvement Program (with Exhibit A)
2. Resolution of the Town Council of the Town of Los Gatos Approving Commitments of Fund Balance under GASB 54
3. Financial Policies

Attachment distributed with this Addendum:

4. Public Comments received before 11:01 a.m. Friday, May 29, 2020.

PREPARED BY: Stephen Conway
Finance Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

Subject: FW: Equity & Sustainability in Capital Improvement Plans

From: Kira Barsten [<mailto:kabarsten@berkeley.edu>]

Sent: Thursday, May 28, 2020 10:51 AM

To: Joel Paulson <>; Council <Council@losgatosca.gov>; Marina Chislett <>; Matt Morley <>

Subject: Equity & Sustainability in Capital Improvement Plans

Hello,

I would like to share the following resource and recommend that the Town consider adopting equity and sustainability as prioritization categories for capital improvement plans:

<https://lawrenceks.civicweb.net/document/31696/CIP%20Prioritization%20Guidelines%20Revised.pdf?handle=28289441CE9645A6AB0F8B95AEC6AFDF>

I believe that Eugene, OR; Boise, ID; and Ann Arbor, MI have similar policies. When we're spending such large amounts of money, shouldn't we be actively working to ensure that these projects achieve our sustainability and community goals as well? I hope you'll take this into consideration moving forward.

Thank you.

Best,
Kira Barsten
Los Gatos Resident

Subject: FW: Agenda Item #7 - Council Meeting of June 2, 2020

From: Phil Koen <pkoen@monteropartners.com>

Sent: Friday, May 29, 2020 7:34 AM

To: Marcia Jensen <MJensen@losgatosca.gov>; BSpector <BSpector@losgatosca.gov>; Marico Sayoc <MSayoc@losgatosca.gov>; Rob Rennie <RRennie@losgatosca.gov>

Cc: Laurel Prevetti <LPrevetti@losgatosca.gov>; jvannada@gmail.com; Rick Van Hoesen (rick.vanhoesen@gmail.com) <rick.vanhoesen@gmail.com>; Lee Fagot <leefagot@gmail.com>; Maria Ristow <ristows@comcast.net>;

mathew@matthewhudes.co; Heidi Owens <heidi.timmons.owens@gmail.com>; Rob Stump <rastump@verizon.net>

Subject: Agenda Item #7 - Council Meeting of June 2, 2020

Dear Honorable Mayor,

Please remove agenda item #7 – Operating and Capital Budgets from the consent calendar. We will be submitting a memo over the weekend which discusses specific concerns we have with the FY 21 proposed operating and capital budget. We would respectfully ask the Council take our comments under serious consideration.

We, as well as many other members of the public, were under the impression that the Council would use the June 2 meeting to further discuss and deliberate the fiscal soundness of the proposed budget prior to formal adoption. By placing this on the consent calendar, this would not occur. We find this to be an inappropriate use of the consent calendar especially when it involves finalizing the fiscal budget against the highly uncertain economic impact of COVID 19. The very limited process that has been used to involve the public and obtain feedback, including the inability of the Finance Committee to formally review and provide their expert advice is deeply troubling. In total, prior to this coming meeting, the Council will have publicly discussed this 746 page budget for approximately 2 1/2 hours. We believe more discussion and review is warranted.

I am sure you have read about the significant impact COVID 19 has had on the City of Palo Alto's FY 21 financial outlook. They like numerous other cities in the Bay Area are planning for material reductions in revenues. On the other hand, the Town on an adjusted basis is planning on a slight increase in general fund FY 21 revenues from FY 20 estimates. We question whether the proposed budget has been developed with the conservatism that Council Member Spector spoke about during the May 19 meeting. We are also troubled by the lack of any scenarios which would show how the Town would react to a \$3m revenue miss or even more. There is no discussion as to what potential cost savings actions the Town Manager would make in the face of such a revenue decline and potential impact on service levels. We believe these, as well as other important topics, should be discussed by the Council prior to adopting any budget.

As Mayor, it is your responsibility to set the meeting agenda. We are troubled by your decision to place this extremely important document on the consent calendar which as you are fully aware, is usually reserved for the approval of council meeting minutes and other routine items which require no deliberation. Clearly the FY 21 operating and capital budget do not fall into that category.

In reviewing the accompanying Staff report we also noted there have been no changes to the draft budget which was presented for the first time to the public on May 19. We find that surprising especially given the residents input and discussion regarding fire prevention and vegetation management. The Council should explain to the residents why no changes (with the exception being the repurposing of downtown streetscape funds) have been made to this budget, subsequent to the resident input received on May 19.

Lastly, we will not attend the virtual meeting since we will have submitted our thoughts in writing prior to the meeting. You will have the benefit of our thinking in advance and we see no reason to use the limited time for public comment to cover what we have already put in writing.

Thank you.

Los Gatos Community Alliance
Phil Koen



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/02/2020

ITEM NO: 7

ADDENDUM B

DATE: June 1, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Operating and Capital Budgets
a. Adopt a resolution approving the Town of Los Gatos Fiscal Year (FY) 2020/21 Operating Budget and FY 2020/21 – 2024/25 Capital Improvement Program (CIP), new appropriations, other approved adjustments, minor corrections, and carry-forward appropriations
b. Adopt a resolution approving commitment of fund balances under GASB 54.
c. Confirm the General Fund Reserve Policy, Long term Debt Policy, Investment Policy, and IRS Section 115 Pension Trust and OPEB Trust Investment Policy.

REMARKS:

Attachment 5 contains public comment received between 11:01 a.m. Friday, May 29, 2020 and 11:01 a.m. Monday, June 1, 2020.

Attachments previously distributed with the Staff Report and the Addendum:

1. Resolution of the Town Council Approving FY 2020/21 Operating Budget and FY 2020/21 – 2024/25 Capital Improvement Program (with Exhibit A)
2. Resolution of the Town Council of the Town of Los Gatos Approving Commitments of Fund Balance under GASB 54
3. Financial Policies
4. Public Comments received before 11:01 a.m. Friday, May 29, 2020.

Attachment distributed with this Addendum B:

5. Public Comments received between 11:01 a.m. Friday, May 29, 2020 and 11:01 a.m. Monday, June 1, 2020.

PREPARED BY: Stephen Conway
Finance Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

Subject: Agenda Item #7
Attachments: City of Irvine Budget Development Cycle.pdf; Council letter - June 2-final.docx

From: Phil Koen
Sent: Sunday, May 31, 2020 4:31 PM
To: Marcia Jensen; Marico Sayoc; BSpector; Rob Rennie
Cc: Laurel Prevetti; Rick Van Hoesen; Jak Van Nade; Lee Fagot; Catherine Somers; Matthew Hudes; Heidi Owens; Maria Ristow; Rob Stump; Peter Hertan
Subject: Re: Agenda Item #7

Dear Honorable Mayor and Council Members,

Agenda Item 7 requests the Council to adopt a resolution approving the FY 2020/21 operating and capital budgets, including making new appropriations, carryforward appropriations and a second resolution approving commitment of fund balances under GASB 54. We have requested that this agenda item be removed from the consent calendar due to the importance of both resolutions and we believe further public discussion is required before voting on any budget related resolutions. The Mayor has assented to this request, and that is why you will be able to discuss the budget in open session.

We want to remind the Council that the 746-page budget document was released for the first time to the public on May 11, and publicly deliberated at one Council meeting on May 19 for 2 ½ hours. The Council made no changes to the proposed budget at that meeting. At a second Council meeting on May 26, the Council discussed the specific need to establish funding for economic recovery and community vitality in response to the COVID 19 crisis and directed the Staff to “repurpose” funds in an existing capital project. That is the total extent of public review of the FY 21 budget.

The Council never requested the Finance Committee, which consists of three non-voting resident financial experts, to provide any recommendations or comments regarding the FY 21 budget. Many cities that have active Finance Committees hold joint Council/Finance Committee Study Sessions to openly discuss the proposed operating and capital budgets. For whatever reason, the Council has not adopted this approach.

Furthermore, the Staff never scheduled nor held any community budget meetings which would have allowed residents to review and discuss a baseline budget and provide community-based input prior to the budget being fully developed. The only public input we are aware of was a “Monkey Survey” that was posted on the Town’s website asking a hypothetical question regarding the use of a theoretical \$1m surplus from the prior year. Frankly, this felt like a publicity stunt rather than a legitimate public outreach for ideas and input.

The Staff has not provided any explanation as to how this survey was used to establish FY 21 spending priorities, especially against the backdrop of the COVID 19 crisis. It is within this context that we are requesting the Council to discuss the appropriateness of the proposed budget after considering the recommendations we have made.

We again draw your attention to how other cities, such as the City of Irvine, approach the budget development cycle. We have attached a document which outlines the process that the City of Irvine

uses. We recommend that the Council as part of the approval process for the FY 21 budget, pass a resolution adopting a budget development process like the one outlined by the City of Irvine. This process could then be used in the development of the FY 22 budget. We believe the current process is broken and needs overhaul.

In closing, we respectfully request the Council discuss each of the recommendations we have made and to consider making the changes to both the budget and enabling resolutions we have identified.

We will not be attending the virtual Council meeting on June 2 because we have (under separate cover) provided you with detailed analysis and recommendations in advance of that meeting. We do not feel it would be a productive use of the precious little time for public comment saying what already has been said. We believe the time we have invested in preparing our written communication speaks for itself.

Thank you.

Los Gatos Community Alliance

Phil Koen

Rick Van Hoesen

Jak VanNada

May 31, 2020

Re: Agenda Item #7

Dear Honorable Mayor and Council Members,

The Staff recently posted the following “claim” on the Town’s website:

“Over the years, the Town’s conservative budgeting practices have resulted in healthy reserves and frequent annual budgetary surplus. Those reserves and surpluses are now paying the Town huge dividends”.

Setting aside the question of whether such obviously self-congratulatory statements are appropriate on the Town’s website, the statements are simply not accurate. We have been warning this Council for some time that the budgeting practices employed by the Staff consistently result in the misallocation of the Town’s precious financial resources. To steal a phrase often used by our Town Manager, the budgeting practices are “irresponsible”.

We do not have to go any further than to point to the escalating unfunded pension and OPEB liabilities that have added over \$65 million in debt to our statement of net position as proof of this misallocation. If the budgeting practices have been so conservative over the years, why has the Town’s unrestricted net position (think of this as “equity”) gone from a positive \$47.2m in FY 2010 to a negative \$4.6m in FY 2019? That is a decline of over 51 million dollars in just 10 years! The Town has been digging a hole of over \$5 million per year for the last decade.

We would argue that this year’s budget is the most important decision you will ever make about the financial condition of this Town given the economic havoc that COVID 19 is causing at the local and state level. The Council must get this budget right.

Recommendations regarding the budget:

We have several specific recommendations we would like to make regarding the proposed budget:

1. The budget for salary and benefits is purposely inflated by approximately \$1.5m. This is because the budget does not include a vacancy factor, and the salaries used for budgeting purposes are not the actual projected pay rates for the positions. This is not a “conservative budgeting” practice and is absolutely counter to the best practices recommended by the Government Finance Officers Association (GFOA). We recommend that the budget be adjusted to reflect a vacancy rate of at least 5%, which is substantially below the projected vacancy rate of 10% and below historical vacancy rates experienced by the Town. In addition, actual pay rates plus an allowance for promotions should be used and not the inflated top-of-range pay rates currently shown in the draft budget.

2. Because salary and benefit expenses are purposely inflated, the FY 21 budget is in a “structural deficit” of approximately \$1.7m. This has resulted in the Staff recommending that the Council use \$769,308 from the Capital/Special Project Reserve to help “balance” the budget and provide funding for the one-time staff bonuses that were just approved, along with critical services such as tree maintenance and engineering services. This is an irresponsible use of this reserve and would not be required if the budget for salary and benefits were properly constructed. We recommend that the Council “fix” the source of this structural imbalance and not appropriate any funds from the Capital/Special Project Reserve, which the Town Manager has constantly reminded us is the only source of funds available for future capital projects.
3. The Council has received considerable public input regarding the need to invest in Hillside fire fuel reduction. Fire protection has been identified as one of the strategic priorities for FY 21. And yet the proposed budget includes only \$250,000 for hillside fuel reduction. Here again if the salary and benefit expenditures were budgeted accurately, the budget savings could be shifted to hillside fire fuel reduction. After taking into consideration the \$769,308 discussed above, an additional \$500,000 could be allocated to this project. We recommend that the above budget adjustments be made.

There are other areas where the proposed budget has inflated estimates for FY 21 expenditures. For sake of brevity we have focused only on the most obvious example, salary and benefit expense. But to put this in perspective, the budget the Town Manager has recommended to you contemplates general fund operating expenditures increasing 10%, or \$4.6m, over the projected FY 20 spending level. Considering COVID 19, does this make any sense to you? Why is this prudent? We know of no other city in the Bay Area projecting that level of spending increase when comparing prior year estimates to the FY 21 budget. Palo Alto for example is planning for budget cuts of over \$38 million in the coming year. What can possibly be the justification for Los Gatos planning on a spending *increase* of \$4.6 million in this environment? Fixing the salary and benefit budget issue will make a considerable improvement in this proposed budget, but much additional work remains to be done.

Recommendations regarding the proposed resolutions:

The resolutions being proposed by staff to approve the operating and capital budget and fund balance under GASB 54 have several problems we feel you should be aware of and address before adopting these resolutions:

1. At the May 26 special Council meeting, the Council directed staff to “repurpose” the \$1,972,384 allocated to the downtown streetscape revitalization capital project. The Council repeatedly discussed the importance of maintaining flexibility to redirect the use of these funds given the uncertain nature of the programs discussed to provide economic relief for our local businesses. The proposed resolution does not achieve this goal, because the Staff retained these funds in the GFAR whereby definition they can only be spent on capital items such as installation of barriers or signage. We recommend that these funds be transferred from the GFAR to the General Fund and placed in a committed reserve. This is exactly what the Council did when they earmarked funds for the Almond Grove street project. By doing

this, the Council will have the maximum flexibility to spend these funds not only on capital projects but other programs such as a marketing promotion to encourage people to visit the Town. The resolution as proposed does not appear to be aligned with the Council's direction to provide maximum flexibility.

2. The proposed fund balance resolution grants the Staff authority to use the \$1.2m funds placed in the Surplus Property Reserve to alleviate COVID 19 impacts including revenue declines or unanticipated expenditure cost increases. We believe this is an inappropriate use of these funds since the reserve was established to receive monies from the sale of Town property with the intent to be reinvested in long term capital assets. The Town already has \$5.4m in a reserve for Budget Stabilization, so there is no conceivable reason for the Council to approve an additional \$1.2m for this need. We recommend that the resolution be revised to allow the use of these funds only for investment in long-term capital projects or other purposes as directed by the Council. We should also point out that the Staff is currently projecting a FY 20 surplus of \$2.7m. While we are surprised Staff has not reduced this projection in light of the COVID-19 crisis, the Staff is in the best position to know the current financial situation, and these funds could also be available for budget stabilization in FY 21.
3. The fund balance resolution also authorizes the appropriation of \$769,308 from the Capital/Special Project Reserve for "one-time" funding for staff bonuses, tree maintenance and engineering services. We were surprised to see the inclusion of staff bonuses since this had not been previously disclosed in the budget document. We recommend that the resolution be revised to eliminate the use of this reserve based on our previous discussion regarding the proper budget for salary and benefits. This use will not be required if the budget adjustment is made.

Recommendation regarding establishing various revenue scenarios to stress test the FY 21 Plan:

In our view the proposed operating revenue budget is overly optimistic. The budget assumes on an adjusted basis a **\$600,000 revenue increase from FY 20 estimated revenue**. Considering the economic impact that other cities throughout the Bay Area are projecting on their FY 21 revenue streams, it is hard to believe that the Town will not be equally impacted and experience a year-over-year revenue decline.

While we hope that such an event does not occur, it would be prudent for the Council to instruct the Staff to run several alternative revenue scenarios. For example, what does Staff suggest, and what is the Council prepared to do if the actual revenues are \$3m below the budget or \$5m below the budget? The Council should provide Staff with broad direction as to how the Town should respond to these events. This is a critical time for the Council to adopt a leadership stance and not simply adopt Staff suggestions.

The current budget is a point forecast and offers no insight as to the trigger points and the type of corrective actions the Town would take to respond to a \$3m or \$5m revenue decrease. At what point would the Council determine to draw upon the budget stabilization reserve vs. making spending cuts or even furloughing staff. A prudent FY 21 operating plan would address these potential outcomes. Many

city budgets that we have reviewed have developed various scenarios and have potential identified actions to be taken if the unthinkable occurs. This is a budgeting best practice and we recommend that the Council do exactly that.

Without going through this exercise, it is impossible for the Council to have an informed view as to whether future reductions in service levels will be required. And yet the Staff has clearly established the expectation that there will not be any service reductions when they posted the following on the Town's website:

"In addition, on May 19, 2020, the Town Council moved forward a balanced Operating Budget for fiscal year 2020-2021 with no reductions to service, despite significant revenue and other economic impacts from shelter-in-place."

We have already pointed out the misleading nature of the "balance budget" claim. But here the Staff are saying they expect "significant revenue and other economic impacts." Where are these impacts reflected in the proposed budget?

Recommendation regarding monitoring and measuring FY 21 budgetary performance:

The GFOA has published specific recommendations regarding evaluating the actual financial performance relative to the adopted budget. They have made the following recommendation:

Regular monitoring of budgetary performance provides an early warning of potential problems and gives the Council time to consider actions that may be needed if major deviations in budget to actual results become evident. This is an essential input in demonstrating accountability.

We recommend that the Council adopt this practice by holding, at a minimum, a quarterly review of budget to actual operating results. Currently the Council's only mechanism for monitoring budgetary performance is through a mid-year budget performance report that is normally delivered in mid-February. This is almost 8 months into the fiscal year and does not provide the critical time horizon necessary to have an "early warning system" for potential problems.

Consistency and timeliness are particularly important when implementing an effective monitoring process. It is essential that reports are prepared on a routine, widely publicized basis. In addition to monitoring budget to actual results, reasons for deviations should be evaluated. These factors are important in assessing the significance of variations, including whether they are expected to be temporary or longer-term in duration. A properly defined Finance Commission would be the perfect venue to having these quarterly review sessions.

Please let us know if you have any questions on the above. We truly hope that you will act on these recommendations.

Los Gatos Community Alliance

Budget Development Cycle



For more information about the City's budget, join us at Community Budget Meetings.

Community Budget Meetings		
March 5	Lakeview Senior Center	4–5 p.m.
March 6	Orange County Great Park Artist Studios	6–7 p.m.
March 13	Quail Hill Community Center	6–7 p.m.
March 20	Portola Springs Community Center	6–7 p.m.

Visit cityofirvine.org/budget for additional details and to view our budget video.



Irvine Transitions to a Two-Year Budget

Developed in the Context of a Five-Year Plan

Join the City of Irvine in 2019 on its journey to enhance long-term financial planning by transitioning to a two-year budget developed in the context of a comprehensive five-year financial plan.

Why Change the Budget Cycle?

Multi-year financial planning, ongoing monitoring, frequent reporting, and prompt corrective actions when necessary are central elements of sound financial management.

The two-year budget process allows for a more stringent approach to analyzing data, tracking trends and potential problems, and calling for corrective budget action much earlier than in years past. This new enhanced financial planning approach will improve the City's long-term financial management, while also strengthening community engagement.

How Will It Work?

The City currently utilizes a multi-year forecast through the preparation of the five-year Strategic Business Plan and updates the forecast annually as part of the City's budget process. The forecast will be enhanced with greater department details and will continue to provide a long-term look at the City's financial condition and guidance for the two-year budget.

The two-year budget will be developed within the longer-term context of the five-year Strategic Business Plan. During the first year of the two-year cycle, the City Council will receive quarterly revenue and expenditure updates, bringing forward any areas of concern. At the conclusion of the first year of the two-year cycle, the City Council will receive a mid-cycle review of year-end financials. The mid-cycle review process will provide the mechanism to:

1. Ensure that revenue and expenses forecasted at the beginning of the first year remain accurate;
2. Amend the budget to address any significant revenue shortages and/or unknown and unforeseeable expenses; and
3. Allow departments to carryover first-year balances from discretionary savings.

Who Will Review the Budget?

The creation of the City's two-year budget will begin with the Finance Commission reviewing the initial baseline budget in January, followed by the City Council. After receiving input from the community, departments will present detailed and balanced budgets, along with longer-term plans to the Finance Commission in April. Following Commission input, the citywide two-year budget and five-year plan will be presented to the City Council in May for adoption in June 2019.

How Can I Get Involved?

1. Engage with us at a Community Budget Meeting. Please view the back page.
2. Visit cityofirvine.org/budget to view additional materials, including an informational budget development video.
3. Contact the Budget Office with questions at budget@cityofirvine.org.
4. Learn more about the City's continued efforts of fiscal responsibility at our Transparency Portal, cityofirvine.org/transparency.

Subject: Item 7 - Council Meeting
Attachments: Reply to Holly Zappala v2.docx

From: Jak Van Nada; Jak Van Nada
Sent: Monday, June 1, 2020 10:45 AM
To: Laurel Prevetti <LPrevetti@losgatosca.gov>
Subject: Item 7 - Council Meeting

Laurel,

Attached in my letter for June 2,2020 Council meeting. It was a response to the Nextdoor posting by the town giving themselves credit for Town's positive cash position.

Council Meeting

6-2-20

Item 7

The Town is taking credit for getting us through the Covid Crisis with “conservative budgeting practices” What they have not told the public is that a major source of the cash is due to making only the minimum payments on the pension debt. The town’s posting, to be completely forthright should have also mentioned that to have that cash available, In the past 5 years the pension and health debt has increased from \$53.1 Million to \$63.7 Million.

In 2001, we did not owe CalPERS anything. Since then, it has been constantly neglected by the Town until it has reached nearly \$64 Million dollars.

The Town has also neglected to tell the citizens that since the early 2000’s, they’ve made minimum payments with only one small exception. Think of what happens on your credit card when you only make “minimum payments”.

While the town only made the mandatory minimum payments on pension and health benefits, they squirreled away the “cash” they did not pay. It was shoveled into many various town accounts – all hidden in plain sight. However, by only paying the minimum every year, the result of that “conservative budgeting practice” has **raised our pension and health benefits by \$10.6 million in the past 5 years!** Every citizen can have more cash in their bank account if they only pay the minimum required on their credit card! The Town will pay much more because they still owe the original amount, plus interest and pension expenses will climb as the pension balance climbs. There is no free lunch.

What is a killer is that the Town has squirrelled this money into various accounts earning around 1.5%. Meanwhile, the debt kept increasing by 7%! This is what the Town calls “conservative budgeting practice”.

One more thing: You have not mentioned that the Town also has **pension expenses which cost us over \$9 Million in 2019 alone!** Conservatively, that is just over **\$40 million** over 5 years. This is another result to the town’s “conservative budgeting practices”.

When the Town posts to NextDoor, please don’t be selective with the facts. Tell the public the whole truth. Be transparent and be honest with the Los Gatos Citizens.

Los Gatos Community Alliance

From: Matthew Hudes
Sent: Tuesday, June 02, 2020 11:01 AM
To: PublicComment <PublicComment@losgatosca.gov>
Subject: Some comments on Council Agenda 7

Good evening Madam Mayor and Council.

At the last hearing about the capital budget, I raised 2 concerns, which also apply to the full budget before you tonight: **Flexibility** and **Engagement**, and I am troubled that there has been little done to address them in the budget before you.

In addition to passing a responsible budget, we also need to anticipate 2 things: 1) potential revenue shortfalls in the range of 15%-30% and 2) the need to invest in the Town in appropriate ways to enable the Town to not only recover, but to leap forward. Since tonight is focused on the budget, I wish to offer a very specific suggestion about the first one tonight:

Budget – develop alternative budget scenarios in response to possible revenue shortfalls:

1. Adopt the baseline budget pretty much as presented at the next Council meeting, but eliminate any plan for unrealistic revenue growth and eliminate raises and bonuses, as virtually every municipality has done. It is not fair to our excellent Town staff to set the expectation about these things when they might eventually be facing furloughs, layoffs, or salary cuts. This can be done within required timeframe to have a legal budget by July 2.
2. By June 10, [in parallel and during the next 7 days], utilize our experienced Town staff to model 3 scenarios (which are inked to the potential trajectory of the virus): A Rebound, Austerity, and Hardship (Nuclear Winter) scenario each of which contains Revenue Projections and Project Trade-offs that could be selected by the Council, where the numbers foot.
3. By June 17, review the baseline budget and scenarios for soundness of Financial, not Policy with an advisory group—we have a Town Finance Committee, why not use them? Apparently, the last meeting was cancelled and the date of the next one is not shown on the Town website. [The stated charter allows for “6. Special projects as directed by the Town Council, Town Manager, or Finance Director.”]
4. By June 20, [in parallel with the work of the Finance Committee and during the next 10 days], survey Town residents to get their input on potential Trade-Offs, explaining the basic assumptions behind the budget and informing them that scenarios have been developed that could be drawn upon in case of revenue shortfalls or need for extraordinary investment.
5. Ask Town staff, who are very able and experienced, to compile the results and calendar a final review of the budget and scenarios at a Town Council meeting. Provide the report well in advance of the meeting with an overview presentation that residents can more easily appreciate.

Our Town economy (and the worldwide economy) will follow the path of the virus. Today, we don't know which path we will BE ON 9 months from now, but today we know what the paths COULD BE and we can plan the actions we have to take to quickly, flexibly and appropriately adjust as things unfold. The budget is a way to deal with the coming challenges if we add **Flexibility** and **Engagement** with the **Community** and perhaps the Finance Committee can help.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/02/2020

ITEM NO: 8

DATE: May 28, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve an Expenditure Budget Adjustment in the General Fund (Restricted PARS Pension Trust Assets) in the Amount of \$4,753,965 to Reflect the Payment from the PARS Restricted Pension Trust Assets Reported in the General Fund to CalPERS During FY 2019/20.

RECOMMENDATION:

Approve an expenditure budget adjustment in the General Fund (restricted PARS Pension Trust assets) in the amount of \$4,753,965 to reflect the payment from the PARS Restricted Pension Trust assets reported in the General Fund to CalPERS during FY 2019/20.

BACKGROUND:

On September 3, 2019, the Town Pension and OPEB Trusts Oversight Committee directed staff to utilize the funds in the PARS account to make payments directly to CalPERS toward existing long-term amortization bases. The first additional discretionary payment (ADP) of \$4,753,965 for the 2016 gain/loss amortization base was transferred directly to CalPERS from PARS on October 11, 2019.

DISCUSSION:

For financial reporting purposes in the June 30, 2019 Comprehensive Annual Financial Report, the Town changed its accounting for the PARS Pension Trust to classify it as a restricted cash amount held in the General Fund in accordance with guidance from GASB 84. The FY 19/20 budget was prepared before the GASB 84 implementation was finalized resulting in no corresponding budgeted line item for the General Fund in the adopted budget. This budget adjustment establishes a line item appropriation for the current year (FY 19/20 closing as of

PREPARED BY: Stephen Conway
Finance Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

PAGE 2 OF 2

SUBJECT: Transfer from PARS to CalPERS

DATE: May 28, 2020

DISCUSSION (continued):

June 30, 2020) to match the amount that was paid from the PARS Trust on October 11, 2019 directly to CalPERS to pay off a pension liability amortization base as directed by Town Pension and OPEB Trust Oversight Committee.

COORDINATION:

This staff report was coordinated with the Town Manager and Finance Department.

FISCAL IMPACT:

This action is an administrative “housekeeping” action for the FY 19/20 fiscal year close providing an appropriated expenditure line item to match current year expenditures with available funds in the PARS Pension Trust restricted asset account .

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/02/2020

ITEM NO: 9

DATE: May 28, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Amend the Scope of Services to the Construction Agreement with Silicon Valley Paving for the Creek Trail, Park Pathway, and Parking Lot Seal Coat and Striping Project (18-831-4609) in an Amount of \$50,000 for Additional Work, for a Total Contract Amount Not To Exceed \$191,180 Including a 10% Contingency

RECOMMENDATION:

Authorize the Town Manager to amend the scope of services to the construction agreement with Silicon Valley Paving for the Creek Trail, Park Pathway, and Parking Lot Seal Coat and Striping project (18-831-4609) in amount of \$50,000 for additional work, for a total contract amount not to exceed \$191,180 including a 10% contingency.

BACKGROUND:

The adopted FY 2019/20-2023/24 Capital Improvement Program (CIP) Budget designates funding for asphalt seal coats for pavement maintenance at the most heavily used park facilities through project 18-831-4609. At the March 17, 2020 Town Council meeting, the Council approved the project for bid and authorized the Town Manager to execute a construction agreement with the lowest responsible bidder. Following the bid opening, Silicon Valley Paving was determined to be the lowest responsible bidder. The seal coat work includes the Town's park parking lots and Los Gatos Creek Trail, within the Town's maintenance limits.

DISCUSSION:

On April 23, 2020, the Town electronically bid the project through the Town's new electronic bid service ReproConnect. This allows for the Town to open bids for capital projects electronically through a secure system, which meets the need for social distancing during the COVID 19 pandemic.

PREPARED BY: Lisa Petersen
Assistant Public Works Director/Town Engineer

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, and Director of Parks and Public Works

PAGE 2 OF 3

SUBJECT: Authorize the Town Manager to Amend the Scope of Services for the Construction Agreement for Silicon Valley Paving.

DATE: May 28, 2020

DISCUSSION (continued):

The Town received five bids for the project, which were very competitive. Additionally, most of the bidders were new to bidding on Town CIP projects. This could have been due to the convenience of the Town's new electronic bidding service and/or the disruption of previously secured construction schedules by the pandemic. Silicon Valley Paving was the lowest responsive bidder with a bid of \$123,800. This was significantly lower than the engineer's estimate of \$193,000.

The park facilities sealcoat project has been on the Town CIP list for several years. During the course of this time, pavement in the parking lots and on the trails have continued to deteriorate with both tree roots lifting the pavement and increased pavement cracking. In particular, the pavement distress has increased considerably on both the Oak Meadow Park trails and parking lot and the Los Gatos Creek Trail. Due to this increase, staff is recommending removing the Oak Meadow Park trails and parking lot from the project scope until further review of the pavement distress can be completed. It is anticipated this work would instead be completed next year. Staff has negotiated with the low bidder, Silicon Valley Paving, on a competitive unit price for both pavement removal and replacement and pavement patching for the Los Gatos Creek Trail portion of the project. The credit received for the Oak Meadow Park work and the addition of \$50,000 to the project construction for pavement repair work on the creek trail, will allow for the needed pavement distress work to be completed on the trail.

With the addition of the \$50,000 for this pavement maintenance work the total construction budget, including a 10% contingency, would be \$191,180. This is within the current budget allocation for the project.

CONCLUSION:

Approval of the recommendations will allow this project to move forward for construction with the inclusion of needed additional asphalt repair work.

ALTERNATIVES:

The Council could not approve the scope amendment to the contract to allow for repair of distressed pavement. This is not recommended due to the competitive pricing received from the low bidder and because the pavement life will increase upon completion of the needed repairs.

COORDINATION:

This project has been coordinated with the with the Finance Department.

SUBJECT: Authorize the Town Manager to Amend the Scope of Services for the Construction Agreement for Silicon Valley Paving.

DATE: May 28, 2020

FISCAL IMPACT:

The Parks and Public Works Department continues to plan for, and track costs associated with capital improvement projects. Where projects can be delivered within the workload of staff already budgeted in the Department’s operating budget, no costs will be associated with the project. This project requires the use of some temporary staffing not included in the Department budget in order to meet schedule and workload commitments. The costs of the temporary employees will be charged to the project budget.

Creek Trail, Park Pathway, and Parking Lot Seal Coat and Striping Project Project 831-4609		
	Budget	Costs
GFAR	\$ 225,000	
Total Budget	\$ 225,000	
Construction (including 10% contingency)		\$ 191,180
Temporary Staff Costs		\$ 13,000
Total Expenditures		\$ 204,180
Remaining Balance		\$ 20,820

Staff Costs		
Operating Budget (Full time with benefits not charged to project)		\$ 14,840
Total		\$ 14,840

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is Categorical Exempt (Section 15301 (c)). A Notice of Exemption has been filed.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/02/2020

ITEM NO: 10

DATE: May 28, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Following Actions for the Massol Intersection Improvements Project (19-813-0236):

- a. Approve the Plans and Specifications;
- b. Authorize the Town Manager to Advertise the Project for Bid;
- c. Authorize the Town Manager to Award and Execute a Construction Agreement in an Amount not to Exceed \$349,760, Including Contingencies and Change Orders; and
- d. Authorize Staff to Execute Future Change Orders in an Amount not to Exceed Twenty Percent of the Contract Award Amount.

RECOMMENDATION:

Authorize the following actions for the Massol Intersection Improvements Project (19-813-0236):

- a. Approve the plans and specifications;
- b. Authorize the Town Manager to advertise the project for bid;
- c. Authorize the Town Manager to award and execute a Construction Agreement in an amount not to exceed \$349,760, including contingencies and change orders; and
- d. Authorize staff to execute future change orders in an amount not to exceed twenty percent of the contract award amount.

BACKGROUND:

The adopted FY 2019/20-2023/24 Capital Improvement Program (CIP) Budget designates funding for the Massol Intersection Improvements project (19-813-0236). This project is consistent with the Town's goal to improve public safety, primarily by enhancing pedestrian safety crossing Highway 9.

PREPARED BY: Lisa Petersen
Assistant Public Works Director/Town Engineer

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, and Director of Parks and Public Works

BACKGROUND (continued):

On October 17, 2017, the Town Council authorized the Town Manager to proceed with the Highway 9 Corridor Study, that included the area between Los Gatos Boulevard to the east and the Town limits to the west, with an emphasis on safety and vehicle flow. The intersection at Massol Avenue and Highway 9 was a prime focus of the study due to safety issues, including a pedestrian fatality on September 1, 2017. The intersection currently has no traffic control but does have pedestrian activated flashing beacons intended to alert drivers when a pedestrian is crossing.

On August 21, 2018, the Town Council reviewed the Highway 9 Corridor Study recommendations and directed staff to move forward with upgrading the existing flashing beacons to the LED rectangular rapid flashing beacons (RRFB) and additional safety improvements at the intersection of Massol Avenue. The LED rectangular rapid flashing beacons (RRFB) are utilized at many of the Town's other crosswalks providing high visibility of the crosswalk for drivers. Highway 9 is under the control of the California Department of Transportation (Caltrans) and any improvements must ultimately receive Caltrans approval. Where local agencies desire improvements on State Routes, Caltrans typically expects the local agency to advance the project and provide funding for a project that ultimately meets Caltrans standards.

DISCUSSION:

Staff, with consultant assistance, has developed a final design for the RRFB project on Highway 9 at the intersection of Massol Avenue. PPW staff has been working with Caltrans staff since August 2019 to secure the required Caltrans approval for this project. Staff anticipates receipt of the Caltrans encroachment permit allowing work within the right of way within the next two weeks.

The scope of work for the proposed project includes the following measures:

1. Visual narrowing of the roadway to slow traffic with a landscaped median island.
2. Installation of speed feedback display signs.
3. Replacement of existing flashing beacons with higher visibility rectangular rapid flashing beacons.
4. Installation of a new streetlight closer to the crosswalk for visibility.
5. Installation of green bike lanes on the eastbound and westbound sections of Highway 9 near the crosswalk.
6. Removal of two magnolia trees for improved visibility.

The project plans and specifications can be viewed on the Town website at <http://www.losgatosca.gov/108/Capital-ImprovementProgram>.

DISCUSSION (continued):

The engineer's estimate for this project is \$349,760, including a 20% contingency. Typically, project contingencies are between 10 to 15 percent and are used to resolve unexpected construction problems during the course of the work. Staff is recommending a larger 20% contingency for this project due to the work being completed within the Caltrans right of way. Should a changed condition occur during the course of construction on the project, Caltrans would need to be consulted and may require additional unanticipated work as a result.

CONCLUSION:

Approval of the recommendations will allow this project to move forward for bidding and award.

COORDINATION:

This project has been coordinated with the Finance Department and the California Department of Transportation (Caltrans) as highlighted in this report.

FISCAL IMPACT:

The Parks and Public Works Department continues to plan for, and track costs associated with capital improvement projects. Where projects can be delivered within the workload of staff already budgeted in the Department's operating budget, no costs will be associated with the project. This project requires the use of some temporary staffing not included in the Department budget in order to meet schedule and workload commitments. The costs of the temporary employees will be charged to the project budget.

FISCAL IMPACT (continued):

Massol Intersection Improvements Project 813-0236		
	Budget	Costs
GFAR	\$ 450,000	
Total Budget	\$ 450,000	
Construction		\$ 291,467
20% Contingency		\$ 58,293
Temporary Staff Costs		\$ 29,147
Total Expenditures		\$ 378,907
Remaining Balance		\$ 71,093

Staff Costs		
Operating Budget (Full time with benefits)		\$ 8,744
Total		\$ 8,744

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is Categorical Exempt (Section 15301 (c)). A Notice of Exemption has been filed.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 6/2/2020

ITEM NO: 11

DATE: May 22, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Negotiate and Execute an Agreement with Econolite Systems, Inc. in an Amount Not to Exceed \$581,649 for the Adaptive Signal Control and Advanced Traffic Management Systems for the Los Gatos Smart Signals Project (Project #813-0227 Traffic Signal Modernization)

RECOMMENDATION:

Authorize the Town Manager to negotiate and execute an agreement with Econolite Systems, Inc. in an amount not to exceed \$581,649 for the Adaptive Signal Control and Advanced Traffic Management Systems for the Los Gatos Smart Signals Project (Project #813-0227 Traffic Signal Modernization).

BACKGROUND:

Town staff began the Los Gatos Smart Signals Project in 2018, which will upgrade a total of 31 traffic signals owned by the Town and enhance the system with state-of-the-art technologies. The project is funded by the Town's Traffic Mitigation Fee program and three grants from the Santa Clara Valley Transportation Authority (VTA) and the Metropolitan Transportation Commission (MTC), for a total cost of approximately \$2.9 million.

At its December 19, 2019 meeting, the Town Council authorized the Town Manager to proceed with a multi-step procurement process. Subsequently, staff issued two Requests for Proposals (RFPs), one for Adaptive Signal Control and Advanced Traffic Management Systems (ATCS-ATMS) and the other for the design for the field improvements. This Council item addresses the ATCS-ATMS vendor contract. The contract for the design for the field improvements was approved by the Town Council at its May 19, 2020 meeting.

PREPARED BY: YING SMITH
Transportation and Mobility Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, and Parks and Public Works Director

SUBJECT: Authorize the Town Manager to Negotiate and Execute a Vendor Agreement with Econolite Systems, Inc. in an Amount Not to Exceed \$581,649 for the Adaptive Signal Control and Advanced Traffic Management Systems for the Los Gatos Smart Signals Project (Project #813-0227 Traffic Signal Modernization)

DATE: May 22, 2020

DISCUSSION :

The Town released the RFP on December 20, 2019 and closed it on January 28, 2020. The RFP was posted on the Town’s website and sent to potential consultants. A total of five proposals were received from consulting teams and all of them were determined to be responsive. Town staff interviewed the top three teams and selected Econolite Systems, Inc. as the most qualified firm.

The selected vendor is required to implement the Los Gatos Smart Signals Adaptive Signal Control and Advanced Traffic Management Systems project. Among the project elements, the team is expected to provide: traffic signal cabinet inventory to confirm adequacy of cabinet and components that will interface with the proposed System; system mapping and configuration; transfer of traffic signal timing; furnishing, testing, programming, and installation of communications equipment and traffic signal controller units; comments on design work by others of fiber optic and copper cable communications equipment and video detection systems; and training of Town staff in system setup and operation, project management, ongoing system support, and quality control.

The entire Smart Signals project procurement process is illustrated in Table 1 with details of the individual project elements and actions. This contract will fulfill Step 1 of the process and will be funded by the federal grant from MTC and the regional grant from VTA. The procurement process and contract comply with federal contracting requirements.

Table 1 - Los Gatos Smart Signals Project Procurement Approach and Steps

Step	Scope & Project Element	Cost: Estimate or <u>Actual</u>	Fund Source	Procurement
1	Adaptive Signal Control and Advanced Traffic Management Systems (ATCS-ATMS)	<u>\$581,649</u>	Local and Federal	RFP
2	Signal Controller Upgrade	\$163,680	Non-Federal	Sole Source
3	Automated Traffic Signal Performance Measures Virtual Bike Detection	\$537,804	Federal	RFP
4	Design of field elements	<u>\$135,390</u>	Non-Federal	RFP
5	Construction of field elements	\$449,064	Federal	Bid
Total for Procurement		\$1,867,587		

Note: Cost estimates are preliminary and do not include contractual project management costs.

SUBJECT: Authorize the Town Manager to Negotiate and Execute a Vendor Agreement with Econolite Systems, Inc. in an Amount Not to Exceed \$581,649 for the Adaptive Signal Control and Advanced Traffic Management Systems for the Los Gatos Smart Signals Project (Project #813-0227 Traffic Signal Modernization)

DATE: May 22, 2020

CONCLUSION:

Authorize the Town Manager to execute the agreement which will allow the procurement of software and hardware to move forward for the ATCS-ATMS portion of the Los Gatos Smart Signals Project.

COORDINATION:

This report was coordinated with MTC staff, the Town Attorney, and the Finance Department.

FISCAL IMPACT:

Project #813-0227 Traffic Signal Modernization in the Capital Improvement Program Budget (Fiscal Year 2019/20 – 2023/24) has sufficient funds for the contract.

Traffic Signal Modernization Project 813-0227		
	Budget	Costs
Grant Fund	\$1,826,400	
Traffic Mitigation	\$688,262	
Total Project Budget	\$2,514,662	
Prior Year Expenditures		\$63,975
Expended/Encumbered FY 19/20		\$118,007
Design of Field Elements (Iteris)		\$135,390
ATCS-ATMS vendor contract (Econolite)		\$581,649
Staff Costs		\$98,783
Project Costs Committed		\$997,804
Available Balance		\$1,516,858

ENVIRONMENTAL ASSESSMENT:

This action is not a project as defined under CEQA. The Smart Signals project is a project as defined under the California Environmental Quality Act (CEQA) and is Categorically Exempt under Section 15301: Existing Facilities. A Notice of Exemption will be filed.

ATTACHMENT:

1. Draft Agreement with Econolite Systems, Inc.

VENDOR AGREEMENT

LOS GATOS SMART SIGNALS

Adaptive Signal Control and Advanced Traffic Management Systems

I. INTRODUCTION

This AGREEMENT is made and entered into on this _____ day of _____, 2020 by and between the **TOWN OF LOS GATOS**, a California municipal corporation, hereinafter referred to as, **LOCAL AGENCY** and **Econolite Systems, Inc. (ESI)** hereinafter referred to as, **CONSULTANT**, whose address is 1250 N. Tustin Avenue, Anaheim, CA 92807. The CONSULTANT is incorporated in the State of California.

This AGREEMENT is made with reference to the following facts.

The LOCAL AGENCY desires to engage CONSULTANT to provide the Adaptive Signal Control and Advanced Traffic Management Systems (ATCS-ATMS) component of the Los Gatos Smart Signals Project (Project #813-0227 Traffic Signal Modernization).

The CONSULTANT represents and affirms that it is willing to perform the desired work pursuant to this AGREEMENT.

The CONSULTANT represents to LOCAL AGENCY that it possesses the professional skills, qualifications, experience, and resources necessary and has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession and to timely perform the services described in this AGREEMENT. The services performed by CONSULTANT will be in a manner consistent with that level of care and skill ordinarily exercised by other professional consulting firms providing similar services under similar circumstances at the time, and in the general vicinity where, the services are performed. CONSULTANT acknowledges LOCAL AGENCY has relied upon these representations to retain the CONSULTANT.

CONSULTANT shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws.

CONSULTANT shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

- A. The work to be performed under this AGREEMENT is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated May 22, 2020. The approved CONSULTANT's Scope of Services (Exhibit A) and Cost Proposal (Exhibit B) is attached hereto and incorporated by reference. If there is any conflict between the approved Scope of Services or Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- B. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, penalties, costs, losses and expenses, in law or equity, including without limitation, court costs and

- reasonable attorneys' and expert witness fees, to the extent caused by the negligent acts, errors, or omissions, recklessness or willful misconduct on the part of CONSULTANT, or any of the CONSULTANT'S officers, employees, or agents or any sub-consultants. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this AGREEMENT, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY. As an independent contractor it or its employees or agents shall not obtain any rights to retirement benefits or other benefits which accrue to LOCAL AGENCY employee(s).
 - D. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
 - E. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
 - F. The services to be performed under this AGREEMENT are unique and personal to the CONSULTANT. No portion of these services shall be assigned or subcontracted without the written consent of the LOCAL AGENCY. With prior written consent, the CONSULTANT may perform some obligations under this AGREEMENT by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this AGREEMENT. CONSULTANT agrees to reasonably cooperate with LOCAL AGENCY regarding litigation brought regarding the subject of CONSULTANT's work to be performed under this AGREEMENT. CONSULTANT shall be compensated for its time, and any costs and expenses at its then current hourly rates of compensation, unless such litigation is brought by CONSULTANT or is based on allegations of CONSULTANT'S negligent performance or wrongdoing.
 - G. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or Subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
 - H. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
 - I. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

II. STATEMENT OF WORK

CONSULTANT agrees to perform the services as outlined in "Exhibit A-Scope of Services" within the time frames specified therein, and "Exhibit B - Consultant's Cost Proposal" which are hereby incorporated by reference and attached.

III. CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's staff, as needed, to discuss progress on the AGREEMENT.

IV. TERM AND PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on the date it is signed, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY. The AGREEMENT shall end on 06/20/23, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

V. ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost. The LOCAL AGENCY will reimburse the CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the CONSULTANT in performance of the work. The CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal attached as Exhibit B, unless additional reimbursement is provided for by amendment to this Agreement.
- B. When milestone cost estimates are included in the approved Cost Proposal, the CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the LOCAL AGENCY before exceeding such cost estimate.
- C. If CONSULTANT fails to submit required deliverable items according to the schedule, if any, set forth in Exhibit A, the LOCAL AGENCY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of this Agreement. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- D. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- E. Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work

performed by whom at what rate and on what date. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this AGREEMENT. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work, unless a later date is approved by the LOCAL AGENCY. Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Town of Los Gatos
Attn: Accounts Payable
Via email: AP@losgatosca.gov

VI. TERMINATION

The Town may terminate this Contract for Town's convenience at any time by providing Consultant thirty (30) days written notice. Upon receipt of the notice of termination, Consultant shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. Town shall pay Consultant its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Consultant to affect the termination. Thereafter, Consultant shall have no further claims against Town under this Agreement. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights Town is entitled to under the Agreement, shall become Town property upon the date of the termination.

Except on account of an excusable delay described below, if Consultant fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, Town may give Consultant written notice of the default. Town's default notice will provide for thirty (30) days to cure the default. Additionally, Town's default notice may offer Consultant an opportunity to provide Town with a plan to cure the default, which shall be submitted to Town within the time period allowed by Town. If the default cannot be cured or if Consultant fails to cure within the period allowed by Town, then Town may terminate this Agreement due to Consultant's breach of this Agreement. In the event Town terminates this Agreement as provided in this section, Town may procure, upon such terms and in the manner as Town may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to Town for all of its costs. If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that Consultant was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience.

Consultant shall not be liable for delay or failure to perform any obligation under and in accordance with this Agreement, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restriction, government orders, other natural occurrences, strikes, lockouts, freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events.

VII. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.
- E. "Not to Exceed" Compensation. The compensation payable to CONSULTANT for the services identified in Exhibit A shall not exceed \$581,649. CONSULTANT shall not perform any services beyond the services identified in Exhibit A without prior written authorization from the LOCAL AGENCY.

VIII. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with California Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the CONSULTANT's work and services for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

IX. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by agreement of LOCAL AGENCY and CONSULTANT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S authorized representative of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse

CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

- D. CONSULTANT and Subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT'S Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by California's Department of Transportation (Caltrans) Audit and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During a Caltrans A&I review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Accepted rates will be as follows:
 - a. If the proposed rate is less than 150% - the accepted rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be 75% of the proposed rate.
 2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans

A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA- audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other AGREEMENTs executed between LOCAL AGENCY and the CONSULTANT, either as a prime or Subconsultant, with the same fiscal period ICR. The ICR period shall extend beyond the one-year period and shall be fixed for the life of the contract.

X. SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between LOCAL AGENCY and any Subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its Subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its Subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this AGREEMENT shall be subcontracted without written authorization by LOCAL AGENCY, except that, which is expressly identified in the approved Cost Proposal.
- C. All subcontracts entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY for the work performed by such Subconsultants.
- E. Any substitution of Subconsultant(s) must be approved in writing by LOCAL AGENCY in advance of assigning work to a substituted Subconsultant(s).

XI. EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY shall be required before

CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding one hundred ninety five thousand dollars (\$195,000), with prior authorization by LOCAL AGENCY; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of one hundred ninety five thousand dollars (\$195,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than one hundred ninety five thousand dollars (\$195,000) is credited to the project.

XII. STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/DistrictRegion_Map_Construction_7-8-15.pdf)
These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work

performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY by both email and regular mail on the business day following receipt of the request.
 - 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 - 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant

- performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

- b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
 - 5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 - 6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.
- G. Hours of Labor
- Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.
- H. Employment of Apprentices
- 1. Where either the prime AGREEMENT or the sub agreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any Subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
 - 2. CONSULTANTS and Subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and Subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all Subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

XIII. CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or Subconsultant and any firm affiliated with the CONSULTANT or Subconsultant that bids on any construction contract or on any AGREEMENT to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

XIV. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate this AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from this AGREEMENT price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

XV. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or LOCAL AGENCY appropriated funds have been paid, or will be paid by- or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any local, State or Federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed one hundred thousand dollars (\$100,000) and that all such sub recipients shall certify and disclose accordingly.

XVI. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code § 12990 and Title 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its Subconsultants shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- C. CONSULTANT and Subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and Subconsultants shall comply with the provisions of the Fair Employment and Housing Act (California Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of California Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing California Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT, with regard to its work performed under this Agreement and to the extent the California Fair Employment and Housing Commission regulations are applicable to such work, shall permit access by representatives of the Department of

Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

- E. CONSULTANT and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21- Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

XVII. DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the FHWA.

XVIII. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This AGREEMENT is subject to 49 CFR, Part 26 entitled "Participation by

Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 15%. Participation by DBE Consultant or Subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-01), or in the Consultant Contract DBE Information (Exhibit 10-02) attached hereto and incorporated as part of the AGREEMENT. If a DBE Subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE Subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information - Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The LOCAL AGENCY, CONSULTANT or Subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted contracts. Failure by CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as LOCAL AGENCY deems appropriate which may include:
 - 1) Withholding monthly progress payments;
 - 2) Disqualifying the CONSULTANT from future bidding as non-responsive.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f). If a DBE Subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE Subconsultant, if the goal is not otherwise met.
- F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the LOCAL AGENCY.
- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually

performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the LOCAL AGENCY with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the LOCAL AGENCY.
- L. If a DBE Subconsultant is decertified during the life of the AGREEMENT, the decertified Subconsultant shall notify CONSULTANT in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the AGREEMENT, the Subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY within 30 days.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

XIX. INSURANCE

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance in compliance with the following:
Minimum Scope of Insurance:

- i. CONSULTANT agrees to have and maintain, for the duration of the AGREEMENT, General Liability insurance policies insuring it to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. CONSULTANT agrees to have and maintain for the duration of the AGREEMENT, an Automobile Liability insurance policy ensuring it to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. CONSULTANT shall provide to the LOCAL AGENCY all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the LOCAL AGENCY before work commences.
- iv. CONSULTANT agrees to have and maintain, for the duration of the AGREEMENT, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure CONSULTANT for professional errors or omissions in the performance of the particular scope of work under this AGREEMENT.
General Liability:
 - i. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of Consultant, premises owned or used by the CONSULTANT. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
 - ii. The CONSULTANT's insurance coverage shall be primary insurance as respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the LOCAL AGENCY, its officers, officials, employees or volunteers.
 - iv. The CONSULTANT's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the LOCAL AGENCY. Current certification of such insurance shall be kept on file at all times during the term of this AGREEMENT with the Town Clerk.

Workers' Compensation. In addition to these policies, CONSULTANT shall have and maintain Workers' Compensation insurance as required by California law

and shall provide evidence of such policy to the LOCAL AGENCY before beginning services under this AGREEMENT. Further, CONSULTANT shall ensure that all subcontractors employed by CONSULTANT provide the required Workers' Compensation insurance for their respective employees.

Indemnification. CONSULTANT shall save, keep, hold harmless and indemnify and defend the LOCAL AGENCY its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of the negligent act or omissions of the CONSULTANT, or any of the CONSULTANT's officers, employees, or agents or any Subconsultant.

- B. CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

XX. CHANGE IN TERMS

- A. No modification, waiver, mutual termination, or amendment of this AGREEMENT is effective unless made in writing and signed by the LOCAL AGENCY and the CONSULTANT.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY.

XXI. CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work

actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

XXII. DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after thirty (30) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by AGREEMENT shall be decided by a committee consisting of LOCAL AGENCY's Public Works Director or his/her designee, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.
- D. In any dispute over any aspect of the AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

XXIII. INSPECTION OF WORK

CONSULTANT and any Subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT including review and inspection on a daily basis.

XXIV. SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Division 1, Section 591 of the California Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this AGREEMENT, shall contain all of the provisions of this Article.

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

XXV. OWNERSHIP OF DATA

- A. It is mutually agreed that subject to CONSULTANT's receipt of payment for its services under this AGREEMENT all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession . Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by LOCAL AGENCY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this AGREEMENT. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the AGREEMENTs as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other AGREEMENT products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

XXVI. CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to reasonably cooperate with LOCAL AGENCY.
- B. CONSULTANT's consultation or testimony will be reimbursed at CONSULTANT's then current hourly rates of compensation plus any costs and expenses.

XXVII. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this AGREEMENT are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except as may be required by any law, regulation or government or court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this AGREEMENT, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

XXVIII. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

XXIX. RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.
- B. No retainage will be held by the LOCAL AGENCY from progress payments due the CONSULTANT. Any retainage held by the CONSULTANT or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within

thirty (30) calendar days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR §26.29) requires that any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Business and Professions Code §7108.5. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

XXX. NOTIFICATION

Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

CONSULTANT:
Econolite Systems, Inc.
Legal Department
1250 N. Tustin Ave.
Anaheim, CA 92886

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

XXXI. SIGNATURES

WHEREOF, THE LOCAL AGENCY AND CONSULTANT HAVE EXECUTED THIS AGREEMENT.

TOWN OF LOS GATOS by:

Town of Los Gatos by:

Laurel Prevetti, Town Manager

Recommended by:

Matt Morley, Director of Parks and Public Works

Approved as to Form:

Robert Schultz, Town Attorney

Attest:

Shelley Neis, CMC, Town Clerk



5. Scope of Services

5.1 Proposed Solution

To meet the needs of the Town of Los Gatos, we are proposing a solution based on Econolite’s industry-leading Centracas ATMS being used in conjunction with Econolite Cobalt ATC controllers running Econolite’s leading-edge controller software, EOS. Given Econolite’s vast experience serving as the Town’s traffic signal management provider for many years, there could be no better partner to help the Town manage the challenges of a phased traffic management infrastructure improvement strategy. A detailed description of our ATMS, ATCS, and controller solutions, is presented in the following sections. In addition, product datasheets have been included in the **Appendix**.

5.1.1 Centracas ATMS Overview

Centracas is a state-of-the-art ATMS platform that satisfies immediate project requirements, supports the objectives envisioned by the Town, and provides a hedge against early obsolescence by continuing to meet the Town’s needs well into the future.



Econolite is excited about the opportunity to work with the Town to deploy Centracas. Centracas is a powerful, groundbreaking system that is easy to deploy, easy to learn, and easy to use. Centracas is rife with innovative features and is distinguished from the field of ATMS solutions in five key areas: innovative software technology, smart client architecture, the ability to easily add enhancements and expand the system, an intuitive user interface, and an incredibly rich feature set.

5.1.1.1 Innovative Software Technology

Centracas is built upon the latest software technologies, including the Microsoft .NET Framework, Windows® Presentation Foundation, and Windows® Communications Foundation. As a result, Centracas provides the Town with a barrier against obsolescence. In fact, since its introduction, there have been 15 major releases (Figure 3), each adding significant new features, including adaptive control, enhanced measures of effectiveness (MOE), enhanced Closed Circuit Television (CCTV) support, and Dynamic Message Sign (DMS) support.

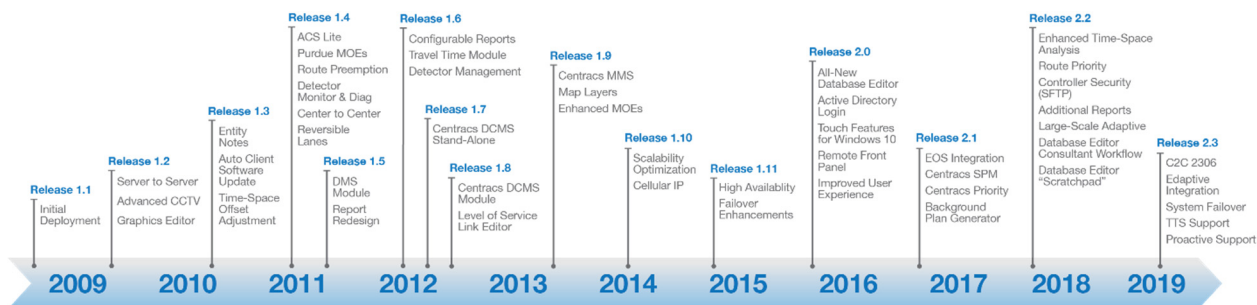


Figure 3 - Centracas Roadmap

5.1.1.2 Smart Client Architecture

Centracas utilizes a client-server architecture. A client-server system architecture is not new, but the segmentation of the system components is what makes Centracas unique. By encapsulating the user interface at the workstation, the interface is responsive, even over lower-bandwidth connections. The “core” server provides all the central ATMS functionality, such as system administration, schedule functions, system alerts,



user settings, traffic responsive, and adaptive algorithms. A data abstraction layer on top of the Microsoft SQL Server database serves as a broker for all data requests throughout the system. Communications servers handle the real-time device messaging and network interface. This logical segmentation of the components provides tremendous scalability for the system, allowing the Town to easily expand into the future.

5.1.1.3 Expansion and Enhancement

Centracs is not only easy to use for day-to-day operations, it is also extremely easy to expand support for additional devices. All system data is entered through the user interface. There are no .ini configuration files to edit manually, no direct interaction with the database, and no system restarts for most configuration items.

Whether adding new devices, new users, or even additional communications servers, there is an intuitive graphical user interface (GUI) to assist the system user. With Centracs, we have included access to virtually every configurable element within the interface so that users can expand their own systems without requiring additional outside services.

As for enhancements, the latest version of Centracs software is provided annually (or more often if patch releases are needed) at no additional cost, as long as the software maintenance agreement is current. Centracs represents a great value, as it ensures you always have the most current technology. Additionally, Econolite continues to invest in Centracs to offer our customers the best in ATMS technology today and into the future. Of course, if custom software enhancements are required, Econolite offers software development services to meet unique customer needs as well.

Econolite maintains one version of Centracs among all our 300 deployments. This ensures quality of product and a consistent experience among our entire user base, such that users are not orphaned with a “one-off” system. Features that are developed for a singular agency are typically developed in a way that provides value to all users. In some rare cases, features have been developed for one agency that do not have this broad applicability. In those situations, the features are provided as a modular selection so that other users who do not need this support, do not experience the clutter of unneeded modules or interfaces (e.g. support for Houston’s HOT Lane reversible lane controller).

5.1.1.4 Intuitive User Interface

The Centracs user interface is unique to the transportation industry and capitalizes on the latest Microsoft Foundation Class technology. While the interface can best be appreciated in a live demonstration, the screenshot shown in Figure 4. gives an idea of how the interface uses “containers” to present a wide variety of data elements in an organized fashion. With full multi-monitor support, the system supports additional frames that can be assigned to each monitor. Additionally, each user can save one or more preferred configurations and restore their unique preferences when logged in.



Figure 4 - Centracs User Interface



Beyond the rich information content and flexible displays, the Centrac's interface allows both expert and new users to be efficient and effective through context-sensitive menus, on-line help, and map and entity selection allowing users to easily navigate and effectively use the capabilities of modern controller technology.

5.1.1.5 Rich Feature Set

Econolite has been in the transportation management business for over 85-years. Over this time, we have learned many lessons, but one critical lesson is that no two users are exactly alike. With this in mind, we have designed Centrac's to be standards-compliant while still offering users the ability to customize their user experience in a virtually unlimited number of ways. Since its introduction, we have released fifteen major updates adding additional capability and enhancing the existing feature set. Most of our new features are packaged with the core software and are provided at no additional cost to users under maintenance agreements.

System Map Interface

The main map and intersection graphics display is an integrated part of the system and is not a stand-alone application. The system automatically updates the status of all devices on all map displays once-per-second as data is retrieved from the field devices.

Centrac's incorporates an interactive Statewide map as the foundation for the main graphics display. The map can be displayed in any or all the available Centrac's "containers" simultaneously or individually. Each instance of the map display is set up independently by panning and zooming such that each map region can be utilized as an individual sub-area for monitoring individual intersections or groups of intersections.

Centrac's maps are rendered dynamically using geo-coded Geographic Information Systems (GIS)-based map data. The Centrac's system comes preconfigured with rendered map "tiles" generated from geographically accurate HERE map data. HERE map data provides the most accurate street-level rendering capabilities for the Centrac's map interface. Street curves, corners, and other geographic entities are depicted accurately and without distortion. The display also supports bitmap (.BMP), JPG/JPEG, .PNG, and .GIF raster file formats, ESRI shape files, and SDE version 9.x.

Additionally, Centrac's supports Web Map Services (WMS) to display geo-referenced map images from any WMS source, including ESRI ArcInfo Enterprise, if available and properly configured.

Zoom level ranges are configurable such that the display of dynamic and real-time status data appears or changes at various zoom levels. The screenshots shown in Figure 5 represent the four supported zoom levels of the map interface including regional, Statewide, corridor, and intersection level examples.

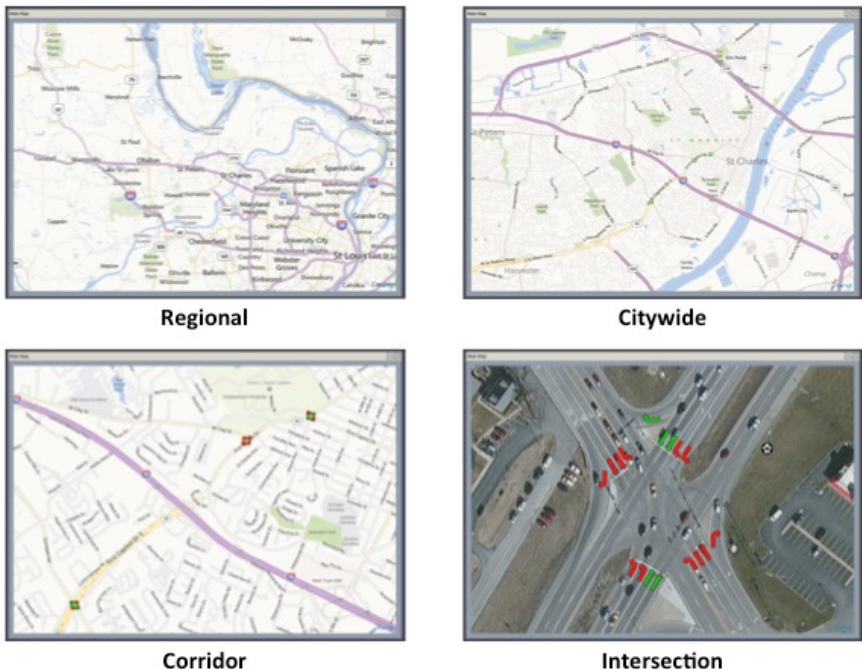


Figure 5 - Centrac's Maps



Alarms

Centracs can be configured to send alerts to users based on specific events from field devices or from components in the system. The existing events are displayed in the Alert Monitor dialog. Centracs receives “Events” from field devices and other points in the system. These “Events” can be logged, but also can generate “Alerts” or initiate other actions to occur.

An “Alert” is a notification sent to either an online, logged-in user, or an offline recipient via an email or SMS text message. A “Trigger” defines how an event generates an Alert or Action and is user definable.

All Centracs users, whether online or offline, can be assigned to receive alerts (Figure 6). Offline recipients are those individuals that are not currently using the ATMS and therefore require an email or SMS message notification. In order to send emails or SMS text messages, the email server must be configured and setup using the Centracs SMTP Servers main menu setup window.

If an alert is not acknowledged or closed within a certain period, the user may “escalate” the alert or send it to an additional recipient or group of recipients. Centracs allows for this via Alert Escalations.

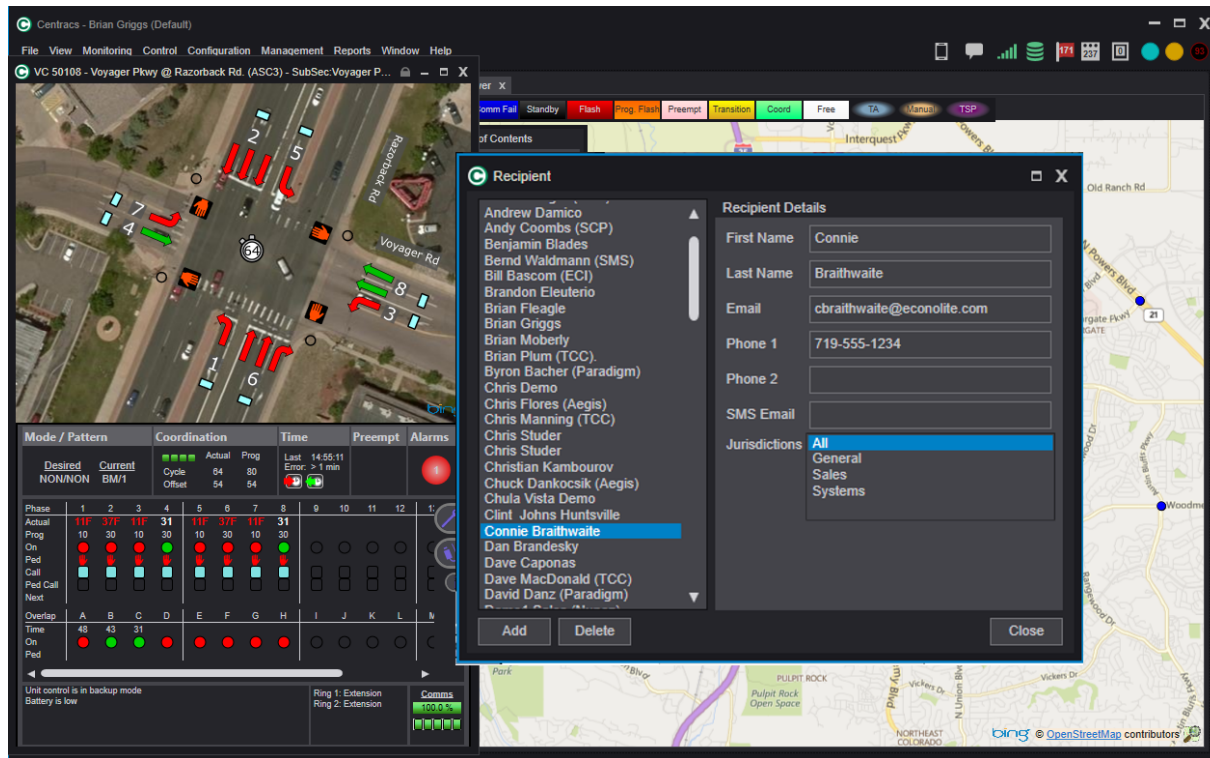


Figure 6 - Centracs Alarms

Traffic Control

Centracs supports five central traffic control strategies that allow the traffic operations staff to ensure the system is either running its normally scheduled TOD patterns, or dynamically commanding alternate patterns to meet non-recurrent traffic patterns, special events, or other needs. The following strategies are offered in order of descending priority:



- Manually Commanded / Overridden
- Incident Response Triggered
- Adaptive (licensed per intersection)
- Traffic Responsive
- Time-of-Day (TOD)

These methods of traffic control can be applied in any combination to individual controllers, sections of controllers, and groups of controllers. Controllers can belong to a single section at any time but can be moved from one section to another manually or by Time-of-Day. Controllers can also belong to multiple groups at any one time, offering maximum flexibility in traffic control strategies.

Reports

Centracs provides a full set of reports that provide insight to the roadway conditions as well as operational status and events within the infrastructure itself. These reports are generated using Microsoft SQL Reporting Services. Some reports allow for specifying, filtering, and sorting parameters to customize the reports. Centracs currently provides twenty-nine (29) reports that include information compiled from data retrieved from the system and any field device capable of logging data. The following is a list of the available Centracs reports:

- Alerts Log
- Communications Statistics
- Detector Fault Status
- Detector Fault History
- Device Configuration
- Entity Hierarchy
- Entity Notes
- Hourly Comm. Statistics
- Intersection Events
- Links
- Raw Detector Data
- Section Schedules
- Signal Changes
- Signal Detector Events
- Signal MMU Events
- Split Upload and Compare
- Split Monitor
- System Activity
- System Events
- Time Drift
- Time Drift History
- Traffic Responsive
- TSP Summary
- User Login
- Users and Recipients
- VOS Daily Report
- VOS Hourly Report
- VOS Multi-Date Hourly Report
- VOS Multi-Date Daily Report

Centracs also provides a means by which user-specific reports can be created and added to the Reports menu item without the requirement of additional third-party software or custom development work by the software provider. Microsoft SQL Reporting Services is provided as the custom report-generating tool.

Adaptive Signal Control

Econolite has introduced a completely new cloud-based adaptive solution using high resolution Performance Measures datasets. Called Centracs Edaptive, these algorithms were first established within the FHWA research, but now have been applied on a real-time basis so that the system can adjust cycle length, offset, and splits to ensure the fastest response to unpredictable changes in traffic demand. We are proposing Centracs Edaptive as our ATCS solution and discuss this offering in **Section 5.1.3** of our proposal.

Optional Centracs Modules

We believe some of the following optional Centracs modules may also be of interest to the Town.



Dynamic Message Sign (DMS) Management

Centracs supports Dynamic Message Signs, which allows users to manage and control signs and messages from within the Centracs user interface. The DMS module has a user interface that supports operations for NTCIP compatible signs, which includes message formatting, true display on workstation, message libraries, and banned word lists.

Signal Performance Measures Tools

The Centracs MOE module, combined with EOS ATC traffic controllers can collect and store individual detector information at a 100ms resolution (10 times per second). It also gathers and combines other key data associated with signal operations and coordination to provide a set of graphical tools that enable engineers to visually inspect and analyze the performance of traffic timing and coordination.

The Centracs SPM module offers Signal Performance Measures (SPM) analytics, reporting tools, and even control strategies based on research from the FHWA NCHRP 3-79a program. This research was funded by FHWA specifically to help transportation agencies become more agile in monitoring and tuning crucial parameters affecting traffic signal coordination and progression. These tools graphically combine and render detector and other data specific to traffic signal operation.

Econolite has also enhanced the latest academic research on signal performance measurement and optimization. We have incorporated the link-pivot optimization algorithms within this research and achieved the capability for signals to now be automatically re-optimized by the central system. This capability eliminates the need for DOTs to fund or perform signal re-timing. We discuss this offering in **Section 2.2** of our proposal.

Transit Signal Priority (TSP)

Basic TSP is implemented by controllers running Econolite's ASC/3 and EOS software. TSP functions can be managed, monitored, and reported via Centracs. Centracs can also provide Route-based Transit and Emergency Vehicle Priority.

Closed Circuit Television (CCTV)

Centracs is capable of supporting video streaming from RTSP sources directly into the Centracs client workstation or via integration into a 3rd party CCTV system. Econolite has partnered with Genetec to integrate their Security Service Video Management software into Centracs. This extended offering provides a robust set of video management capabilities and is offered as an optional module to Centracs.

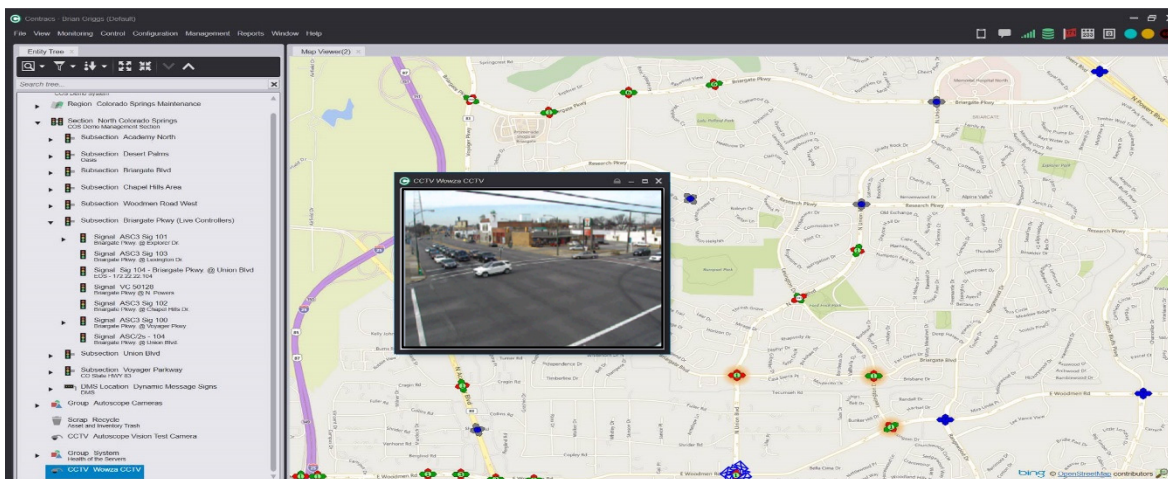


Figure 7 - CCTV Interface



Centracs Travel-Time

The Centracs system supports an interface to the data collected by Travel Time systems. This interface provides automated recognition of new BlueTOAD devices that can display data on the Centracs system maps by changing roadway colors. It also includes detailed current and historical travel-time reporting for before-after studies. We are eager to work with the Town to potentially extend the Centracs Travel Time module to support additional data sources from XML feeds, such as the HERE, INRIX, and Uber datasets.

Centracs Local Edition

Centracs Local Edition allows uploads and downloads from a laptop to locally connected controllers in the field. It also allows users to modify controller configurations offline from the central system and synchronize their changes with the main Centracs database when re-connected to the ATMS network.

Server-to-Server

The Centracs Server-to-Server (S2S) module provides a unique interface allowing agencies to achieve unparalleled benefits through cooperative operations and system management. Adjoining Centracs-managed agencies can seamlessly share data and manage arterial traffic across agency boundaries, finally realizing and exceeding the promises of Center-to-Center communications. Centracs Server-to-Server also allows agencies to participate in cross-jurisdictional management and monitoring of neighboring agency intersections.

NTCIP Center-to-Center Interface

Centracs supports NTCIP Center-to-Center Interfaces that exchange data objects with other central systems using published NTCIP objects including the Traffic Management Data Dictionary (TMDD). Data can be securely exchanged between centers and displayed on each system. This functionality could be used to exchange data and information between the Town and other regions systems for more efficient management of the State transportation system as a whole.

Data Collection and Management System (DCMS)

Centracs offers a Data Collection and Management System capability, providing users with real-time traffic monitoring and travel conditions at intersections, mid-blocks, or freeways via vehicle detection devices, as well as on-street video detection devices that can be turned into automated virtual count stations that gather traffic data. This expands support for detectors and other ITS devices that are not connected to a traffic controller. With DCMS, traffic engineers and planners can obtain up-to-date data they need to make informed decisions to optimize traffic signal timing and satisfy federal and state data reporting requirements.

Maintenance Management System (MMS)

MMS is a module that can fully integrate with Centracs to provide real-time data entry that tracks all field activities and assets. This is an industry-specific asset management system that provides document management, staffing management, inventory control, and more.

Other features include a mobile web interface that allows technicians to enter data in the field, increasing timeliness, accuracy, and providing real-time status of reported problems and response. In addition, because of its feature to fully integrate with an ATMS module, MMS can respond to system events by creating a service ticket (Figure 8) and even dispatching technicians assigned to the affected area or on-call.

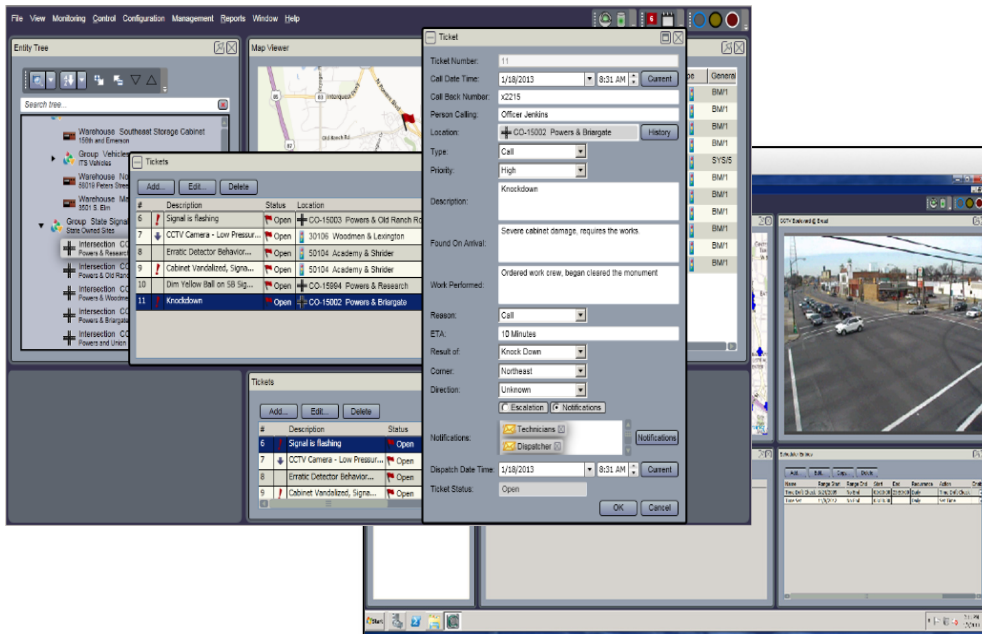


Figure 8 - Centracms MMS

5.1.2 Centracms SPM

Verifying and documenting effectiveness of signal timing can be a monumental and cost-prohibitive task, particularly with transportation agencies short of signal retiming resources. Moreover, traditional measuring tools for traffic studies fail to take advantage of the comprehensive data now being provided by modern traffic signal controllers. Signal performance measures, based on this data, allow for the creation of a new generation of sophisticated analytic tools that help engineers, planners, consultants, and other traffic stakeholders.



As further explained in the following section, our Centracms Adaptive ATCS solution provides adaptive control capabilities based on system performance measures derived from Centracms SPM. While we recognize that the Town intends to procure an Automated Traffic Signal Performance Measures (ATSPM) system through a subsequent RFP, later in 2020, as a value-added proposition, we are proposing to include SPM features as part of our proposed ATCS solution for this project at no additional cost to the Town.

Centracms SPM is a web-hosted solution that is integrated as an extension to the locally-hosted Centracms ATMS. For each of an agency's ATCS, Centracms SPM enables agencies to fully utilize ITS assets, helping transportation stakeholders visually analyze and identify the performance of traffic signal timing plans, diagnose problems, and quickly produce a full spectrum of traffic studies and reports.

Centracms SPM is a powerful, easy-to-use cloud-based solution that measures and assesses factors that impact traffic signal coordination. Centracms SPM provides state-of-the-art analysis tools, enabling transportation agencies, planning organizations, and other transportation stakeholders more efficient and effective use of resources in optimizing traffic signal timing, coordination, and operations. Centracms SPM provides powerful diagnostic dashboards, heat maps, and analytical tools that identify problem areas and enables users to understand what issues are affecting



traffic flow, the traffic signal changes that need to be made, and how well those coordination changes are working (Figure 9 **Error! Reference source not found.**). Centrac's SPM transforms qualitative and quantitative data into actionable information. Before and after charts and reports allow engineers to know how timing and other changes affect traffic flow.

Because Centrac's SPM is cloud-based, transportation agencies, consultants, and MPOs do not need to purchase and manage local server hardware or data



Figure 9 - Centrac's SPM

are maintained and updated by Econolite. The web user interface provides an intuitive and easy-to-use means to access Centrac's SPM from any place, on any platform, at any time. Data collection is continuous and unobtrusive to the rest of the transportation and traffic signal operations.

Centrac's SPM is the next generation Econolite analytics, reporting, and data management platform. This platform is designed based on FHWA ATSPM approach and Purdue University's defined performance measures using high resolution data to provide a platform for performance-based management for traffic signal operations and maintenance.

Centrac's SPM enables transportation agencies to make signal retiming strategy decisions based on high-resolution dynamic traffic performance data without the costs associated with manually collected low-resolution data and simulations. Centrac's SPM provides continuous traffic data collection and analytics, enabling transportation professionals to proactively optimize signal timing, enhancing mobility and safety. In addition, Centrac's SPM is an ideal fit for connected and autonomous vehicle and Smart Community applications.

Centrac's SPM provides the following features:

- **Optimization:** Optimizes all signals within a corridor to reduce the number of traffic stops and delays based on the amount of time assigned to a phase (split), when the cycle starts (offset), or the length of the cycle to serve all phases (cycle length). The optimization process uses Purdue University's Link Pivot and GOR/ROR (Green Occupancy Ratio/ Red Occupancy Ratio) to optimize arterial-level parameters, including lead-lag sequencing.
- **Web-Based User Interface:** Provides an intuitive and powerful user experience while providing the best and the latest features to all users.
- **Overview Dashboard:** Snapshot of the traffic system's health by corridor, region, or agency.
- **Heat Maps:** Powerful visuals that overlays key performance metrics such as Arrivals on Green, Vehicle Delays or Power Failures with a geographic context.
- **Hot Spots:** Identifies a list of intersections in a decreasing order of priority that requires remedial action.
- **Detector Concerns:** Separately identifies a list of specific intersections with detector problems.



- **Reports:** Enhanced suite of analytical reports using performance metrics developed by Purdue University.
- **Metrics:** MOEs categorized by Coordination, Transition and Preempt to drill down of key performance indicators.
- **Compare:** Analyze before and after results to learn the effectiveness of remedial action.

We believe that Centrac's SPM will provide the Town's traffic engineers and operators with new levels of capabilities for proactively optimizing traffic signal timing based on performance metrics.

Econolite has developed a new, ground-breaking approach to signal timing optimization based on recently published academic and industry research initiated from the NCHRP-379a program that is also included with Centrac's SPM. This approach, Centrac's SPM Optimization, has been validated by Transportation Research Board participants, and is at the forefront of signal timing practice.

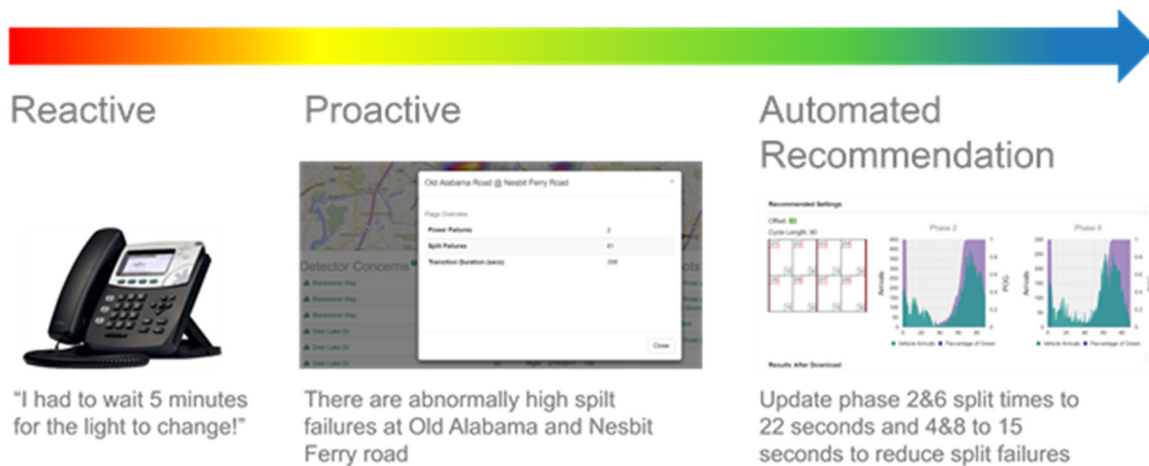


Figure 10 - SPM Optimization

Under the NCHRP 3-79a research program, Purdue researched and developed a method for performance measurement and signal optimization including a "Link-Pivot" optimization algorithm. Link Pivot is an algorithm that works by stepping through possible coordination timing values at each intersection, while trying to find the minimum delay or maximum arrivals on green. This effectively "pivots" across the possible configurations on the approaches on the next link, providing optimized signal timing across a network of signals. Those timing values achieving the optimal performance are retained.

Purdue has also developed a means for split optimization using the Green Occupancy Ratio (GOR) and Red Occupancy Ratio (ROR) as the basis for split balancing. The research reveals GOR/ROR to be an accurate measure for recurrent phase failure, and a basis for split rebalancing. GOR/ROR has become a better measure of volume to capacity (V/C), since it has been designed to use occupancy detector data and does not require counting detectors.

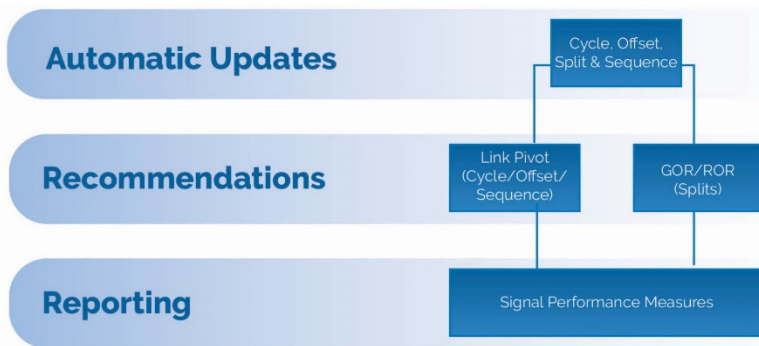
Econolite has implemented the results of this research, bringing to practice a means of GOR/ROR assessment and split timing rebalancing. The SPM Optimization leverages Link-Pivot algorithms and Split Optimization using GOR and ROR to run offline optimizations on Offsets, Cycle Lengths, Lead Lag Phase sequencing, and Splits to generate optimized signal timing plans.

In order for SPM Optimization to automatically generate signal timing plans, it must group traffic flows into time of day intervals and optimize the Cycle/Offset/Split (COS) values to meet the expected traffic flow for each time of day (TOD) and day of week (DOW) interval. SPM Optimization identifies appropriate TOD groupings for pattern optimization and allows user definition of the aggregation windows for these COS optimizations



(i.e. use data from the last X weeks to facilitate plan changes on a Y weekly basis). It also allows threshold windows to be set such that changes are only implemented when the measurable benefit exceeds a user-defined threshold.

The Centrac's SPM system also provides data analysis reports and other visual displays to facilitate user understanding of these proposed changes. SPM allows both automatic and "user-approval-in-the-loop"-based changes to the coordination plans stored within the system. This background plan update is a schedulable algorithm within Centrac's SPM that can be applied on a sectional basis. A historic log is generated that retains all changes made to these coordination patterns.



The same Link-Pivot and ROR/GOR methodologies that can be implemented as background TOD plans within the system can also be applied on a near-real time basis. The cycle and offset selection algorithms can be run in a recurrent fashion, where the user establishes the frequency of measurement, thresholds for change, and sets up the system to perform near-real-time optimization of the roadway network (Figure 11).

Figure 11 - Background Optimization

The nature of coordinated operation requires that cycle and offset changes are made infrequently within the system, so the penalty of recurrent coordinated transition does not outweigh the benefit of the new timing modifications. Near real time is likely to allow five to fifteen-minute updates to the offset and cycle length parameters, but can, in principle, be run as quickly as once per cycle length. This level of calculation is best handled at a central system level and issued to the signals within a section. This helps to ensure cases of detection failure and communications failure are handled with safe restoration to TOD operation.

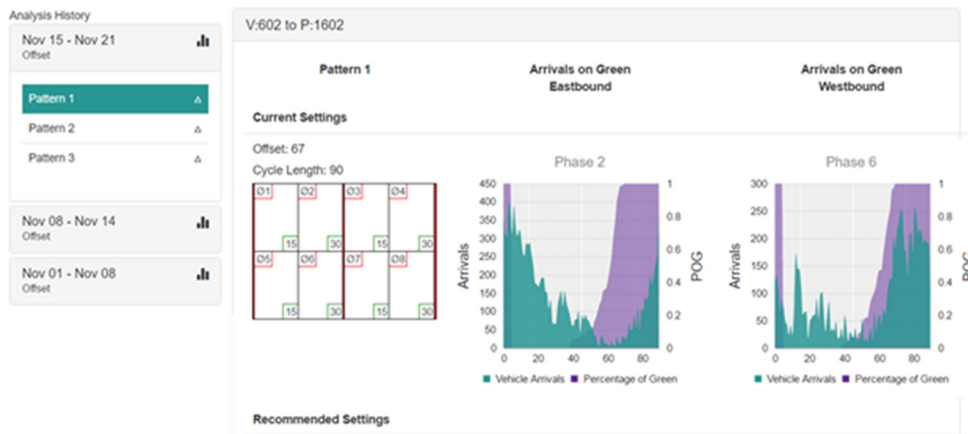


Figure 12 - Optimization Recommendations

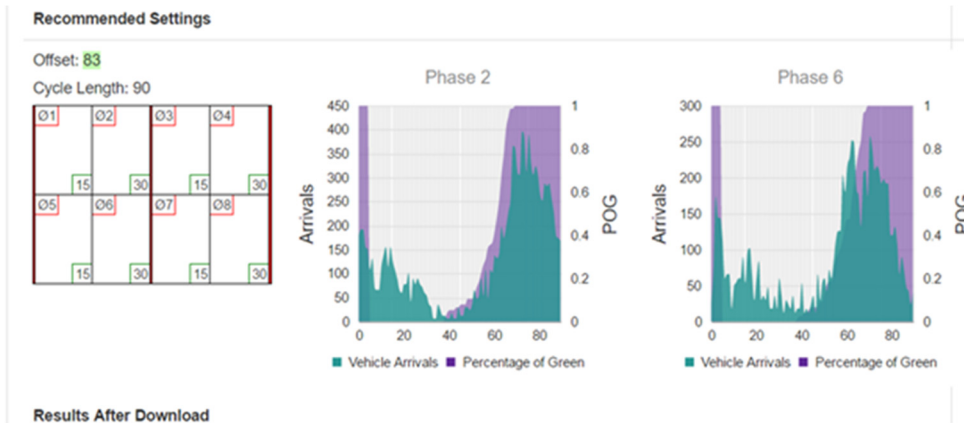


Figure 13 - Optimization Results

Split Optimization using the ROR/GOR approach can also be performed within the Cobalt controller, with no need for centralized monitoring. This can be performed as modification to the base TOD pattern in effect, on a cycle-by-cycle basis.

The combination of this real time cycle, offset and split optimization offers the Town a well-researched optimization strategy quite unlike other adaptive systems, one that maintains proper signal optimization even during periods of non-recurrent traffic demand.

5.1.3 Centrac's Edaptive

Centrac's Edaptive is the next-generation in adaptive signal control, optimizing cycle, offset, and splits by using high-fidelity 1/10th-second resolution data available from modern ATCs. Data is the name of the game. Better data yields better results, and with Econolite's Centrac's SPM at its foundation, Centrac's Edaptive is making timing changes based on the best possible data. Centrac's Edaptive is web-based and offers deep analytical capabilities through Centrac's SPM, allowing users to quickly and easily ensure maximum performance of their signal control system.



Centrac's Edaptive provides automated real-time signal adaptation and is a highly effective real-time adaptive signal control solution that balances sustainability and reliability with the latest in adaptive algorithms. Target applications include corridors with highly variable traffic patterns, changing weather conditions, special events, high-priority corridors requiring maximum performance, and many others. Agencies can also make the most out of existing detection. With advanced algorithms, stop bar detectors are used to drive split optimization. Additional options exist for cycle optimization.

The system works by having controllers start off collecting high resolution data. The data is evaluated, and several key calculations are run to determine the optimal values for adapting to changing traffic conditions. Two to three cycles' worth of data is needed for the algorithms to run. The new calculated values are then communicated to the controllers through a proprietary object that facilitates changes to the internal timings of the signal controller.

For optimizing offsets, a Link-Pivot algorithm is used. The algorithm works by stepping through possible offsets between a pair of linked intersections. The arrivals on green are projected based upon the relative offset times, allowing optimization of the impact that a change in offset at one intersection will have on the downstream link. This optimization is then performed for the next roadway segments, effectively "pivoting"



across the roadway network, optimizing each link between intersections. The offsets achieving the optimal values are retained.

For cycle length optimization, the algorithm calculates the best cycle length to use, balancing the tradeoff between capacity and delay.

The splits adjustments that are generated in Edaptive are the result of the system using Red Occupancy Ratio (ROR) and Green Occupancy Ratio (GOR) to calculate the best combination of coordinated and side street phase splits. The algorithm generates the best minimum splits to satisfy the non-coordinated phases and then takes the extra time and applies it to the coordinated phases.

5.1.4 Controller Firmware and Hardware

The intelligence behind the signalized intersection is the traffic signal controller. Combined with the traffic cabinet, the controller manages traffic flow and ensures safety for all roadway users. In the following section, we describe both the proposed controller hardware and firmware, Econolite's Cobalt Graphic ATC combined with our EOS firmware.

5.1.4.1 Cobalt ATC



The Cobalt controller is the most advanced and innovative ATC on the market today. It not only fully meets the ATC standards, but features a breakthrough hardened 7-inch Android-type touchscreen matched with a Linux-based operating system. The Cobalt Touch application software package allows the touchscreen display to be used for intuitive, graphical programming, making programming and access to functions the easiest in the industry.

Cobalt ATC controllers may be configured with Econolite's EOS controller software package or other pre-qualified ATC/Linux software application software meeting current ATC standards. OS and software upgrades can be made easily by USB memory stick, SD card, or Ethernet via Econolite's Windows software installation application. Cobalt includes a high-power, Linux-based Engine Board that is compliant with the ATC 5.2b and proposed 6.10 standard for a NEMA standard TS2 Type-1 or Type-2.

In addition, all Cobalt controllers are designed to support Connected Vehicle (CV) applications including Signal Phase & Timing (SPaT) messages. Combined with the Econolite Connected Vehicle Co-Processor, Cobalt supports dedicated short-range communications (DSRC) protocol, providing the essential Vehicle-to-Infrastructure (V2I) interface between the controller and DSRC-based roadside equipment (RSE). Cobalt can facilitate the continuous collection, aggregation, and use of real-time traffic data that is requisite for the CV and Smart Cities environment. Cobalt opens the door to new levels of smart intersection and traffic control and positions a transportation agency or metropolitan planning organization with the fundamental V2I capabilities in support of the Connected Vehicle future. Cobalt ATC controllers are also capable of collecting



and storing the high-resolution data needed in support of the Purdue Coordination Diagrams (i.e., individual detector information at a 100ms resolution (10 times per second)).

5.1.4.2 EOS

We are proposing to use Econolite's EOS, the next-generation traffic controller firmware/software developed for the Cobalt and other properly configured ATC controllers. EOS features improved usability with a redesigned user interface and traffic control algorithms. EOS was founded upon the rich set of NTCIP 1202 and Econolite proprietary traffic control features, and provides an expansion of traffic control capabilities, while focusing upon simplicity and ease-of-use. This software provides a timely preparation for the forthcoming demands of Connected Vehicle traffic control systems.



Econolite EOS' user interface has been designed to maximize usability of traditional displays, as well as incorporating a new web user interface that includes a virtual suitcase tester. EOS can be accessed via a network interface, which can be local or remote, wired or wireless, and allows monitoring or programming of the controller through any web-enabled device, including smart phone, tablet, laptop, or desktop computer.

EOS' new leading-edge features and enhancements also include:

- User Security login for field access management
- Android phone and mobile device support
- Key navigation across the UI for touch-less management
- Key shortcut (SpFn + Main) to switch to classic UI
- Quicker navigation and faster loading of content
- Robust architecture
- Support for all cabinet types

EOS has improved real-time decision-making, allowing dynamic changes to nearly all features and timing 'on-the-fly.' EOS supports the configuration of phase and overlap timing in predefined tables that can be swapped to meet immediate needs. Dynamic-sequencing is achieved by updating prior phase-next selections at the end of a red clearance and even allows phase-sequence swaps in the middle of active phase timing.

EOS features a brand-new coordinator design, enabling immediate coordination decisions rather than awaiting a cycle endpoint. This coordinator includes adaptive split balancing using the Purdue GOR/ROR5 metric for phase failure. This coordinator goes a step further by supporting localized adaptive splits. Adaptive splits perform a split re-allocation, balancing splits per the newly published GOR/ROR5 metric. This feature brings many of the operational benefits of adaptive control, without the need for a separate adaptive control system.

EOS' improvements to the core traffic controller operation, enhanced features, and improved usability, helps prepare transportation agencies, cities, MPOs, and others for support of Connected and Autonomous Vehicles (CAV) and Smart Town applications. EOS currently supports SPaT, MAP, SRM, and BSM messages per the latest SAE J2735 standards.

5.2 Detailed Scope of Services

The ESI Team is proposing the following Work Plan to deploy an ATMS and ATCS for the Town of Los Gatos.



5.2.1 Task 1 - Project Management

Project management is a critical part of the deployment of any technology project. To emphasize its importance, we propose a dedicated project management task to ensure that the ESI Team and the Town share common goals and expectations of the project, manage changes needed through the course of the project, and execute the project to meet those goals and expectations. The ESI Team will perform proactive project management throughout the course of the project and provide periodic invoices and progress reports to summarize the project status.

We are proposing a highly experienced Project Manager for this project, Mr. Marc Miranda. Mr. Miranda's qualifications are detailed in **Section 4.3** of our proposal.

A key to The ESI Team's Project Management approach is to develop a Project Plan as detailed below.

Project Plan

The Project Plan will document the following elements:

- **Project Scope** – This document and any modifications that may be required over the term of the contract.
- **Major Deliverables** – This document and any modifications that may be required over the term of the contract.
- **Risk Assessment** – Identifies major risk elements and mitigation actions.
- **Resource Requirements** – Includes team organization and responsibilities of stakeholders.
- **Project Schedule** – Gantt chart periodically updated to reflect project progress.

Bi-Weekly Progress Meetings

The ESI Team will establish bi-weekly project meetings via teleconference to keep the Town informed of project progress and upcoming activities. These meetings are structured as "status only" and are intended to last not more than 30-minutes. This time frame ensures regular stakeholder attendance and insists that more in-depth discussion to be taken offline. The agenda for these meetings will form two purposes: to guide the discussion and function as a Status Report. These meetings will be limited to the following discussion points:

- Estimates of progress
- Work performed during the prior period
- Work anticipated for the current/following period
- Any deviations from the project plan along with their current issues, status, and how they are to be remedied.

For each bi-weekly progress meeting, the ESI Team will provide the meeting agenda and notes. The notes will include a "rolling" Action Item list that identifies and summarizes the Action Item (what needs to be done), Responsible Parties (who needs to do it), Resolution Dates (when will it get done), and End Result (how was it accomplished).

Weekly scheduled discussions between the Econolite and Town project managers will be held to work through any schedule or task needs and to keep each informed of any changes or modifications that may be needed.

Invoices

Invoices will be submitted in accordance with the contracted milestone payments.

Assumptions:

- The ESI Team will participate in the bi-weekly progress meetings either in person or via teleconference.



5.2.2 Task 2 – Advise on ATMS and ATCS System Controller and Detection Requirements

The two factors with the largest impact of the effectiveness of an ATCS (and ATMS) are adequate detection and reliable communications. As part of Task 2, the ESI Team will provide a thorough review of all existing detection, controllers and communications. We recognize that the Town does not necessarily have as-builts for all intersections. We intend to overcome this challenge by conducting a full field review to document and evaluate the extent of video detection coverage, and adequacy of this coverage relative to ATCS operation at all ATCS intersections. The field review, in conjunction with a review of existing as-builts will also look at needs and requirements for controller and communications upgrades.

The performance of the ATCS relies upon the accurate mapping of field detector channels to the correct detector assignments within the system. One deployment risk resides with the potential inaccurate mapping of existing detection channels. As understood from the RFP, the Town will be closing any detection shortfalls and installing any necessary additional detection system elements under separate contracts. The ESI Team will coordinate with the Town on detection requirements to that ensure accurate locations and channel mapping have been appropriately addressed.

For those intersections with existing, adequate detection, verification of the detector layout will be required as part of the field review.

Because Centrac's Edaptive works with high-resolution controller data, it is compatible with all detection systems used in signal actuation, utilizing data from controllers. Ideal detectorization for adaptive operation and performance metrics should include:

- Stop bar, lane-by-lane on each phase
- Main street advance or midblock (arrival profiles)
- Side street advance for cycle adjustment on busy side streets

We understand that the Town will be responsible for design plans and procurement relative to any detection upgrades. The ESI Team will work closely with the Town during this activity to ensure design elements are consistent with the needs and requirements of our proposed ATMS/ATCS solution.

Assumptions:

- Town to supply all available as-builts.
- Town to provide access to all controllers for field inventory by ESI Team.

5.2.3 Task 3 - Furnish ATMS and ATCS Software and Hardware

As part of this task, the ESI Team will provide Centrac's ATMS and Edaptive software, ATMS hardware, controllers and communications equipment for the project.

ATMS Software and Hardware

Econolite will supply a database/core server as specified in Table 2 to host the Town's ATMS. In addition, we will provide the Town with licensing for the Centrac's ATMS and Edaptive.



Table 2 – Database/Core Server Specifications

Item	Description	Quantity
Processor:	Intel Xeon Gold 5118 2.3G, 12C/24T, 10.4GT/s, 16.5M Cache	2
Memory:	64GB Memory	1
Hard Drive:	480GB SSD	6
Hard Drive Controller:	PERC H730P Raid Controller for RAID 5	1
Operating System:	Microsoft Windows Server 2016 Standard	1
Database Software:	Microsoft SQL Server 2016 Standard	1

In addition, we will supply two (2) workstations and one (1) laptop as detailed in the following tables.

Table 3 - Workstation Specifications

Item	Description	Quantity
Processor:	Intel Xeon E-2124G, 4 Core, 8MB Cache, 3.4GHz, 4.5Ghz Turbo w/ UHD Graphics 630	1
Memory:	16GB 2x8GB DDR4 2666MHz UDIMM Non-ECC	1
Hard Drive:	3.5-inch 500GB 7200rpm SATA Hard Disk Drive	1
Monitor:	Dell UltraSharp 32 4K USB-C Monitor: U3219Q	1
Shared Monitor:	Samsung - 70" Class - LED - 6 Series - 2160p - Smart - 4K UHD TV with HDR, Model:UN70NU6070FXZA	1*
Operating System:	Microsoft Windows 10 Professional for Workstations	1

*A single 70" monitor will be supplied and configured to allow for either workstation to connect to the monitor.

Table 4 - Laptop Specifications

Item	Description	Quantity
Processor:	Intel Core i7-7820HQ (Quad Core 2.90GHz, 3.90GHz Turbo, 8MB 45W, w/Intel HD Graphics 630)	1
Memory:	16GB, 2x8GB, 2400MHz DDR4 Non-ECC SDRAM	1
Hard Drive:	500GB 2.5" 7mm SATA (7200 RPM) Hard Drive	1
Monitor:	15.6" UltraSharp™ FHD IPS(1920x1080)AG LED-backlit, w/Mic, Non-touch	1
Operating System:	Microsoft Windows 10 Professional for Workstations	1

Server and workstation component availability and specification may change as technologies advance; the ESI Project Manager will provide submittals and review all the hardware/Commercial- off-the-Shelf (COTS) specifications with the Town prior to procuring any items. All server components will be delivered to Econolite's office for testing, software installation, and configuration.

Field Hardware

As requested, Econolite has provided pricing in our separate price proposal to furnish the Town with Ethernet communications equipment and ATC controller units. We are proposing the following equipment (Table 5).



Table 5 - Proposed ATC and Communications Equipment

Item	Description	Quantity ATCS	Quantity ATMS	Total Quantity
Controller Unit	Econolite Cobalt ATC Graphic with EOS Firmware	14	18	32
Ethernet Switches, Fiber Optic	Moxa Managed full Gigabit Ethernet switch with 8 10/100/1000BaseT(X) ports, and 4 100/1000Base SFP slots, -40°C to 75°C operating temperature (EDS-G512E-4GSFP-T), Small Form Factor pluggable transceiver with 1000BaseLX, LC connector, 10 km, -40 to 85°C (Qty. 2) (SFP-1GLXLC-T), Power Supply Kit	7	2	9
Ethernet Switches, FO+1-leg Copper	Moxa Managed full Gigabit Ethernet switch with 8 10/100/1000BaseT(X) ports, and 4 100/1000Base SFP slots, -40°C to 75°C operating temperature (EDS-G512E-4GSFP-T), Managed VDSL2 Ethernet Extender with 1 10/100BaseT(X) port, and 1 DSL port, -40 to 75°C operating temperature (IEX-402-VDSL2-T), Small Form Factor pluggable transceiver with 1000BaseLX, LC connector, 10 km, -40 to 85°C (Qty. 2) (SFP-1GLXLC-T), Power Supply Kit	2	2	4
Ethernet Switches, FO+2-legs Copper	Moxa Managed full Gigabit Ethernet switch with 8 10/100/1000BaseT(X) ports, and 4 100/1000Base SFP slots, -40°C to 75°C operating temperature (EDS-G512E-4GSFP-T), Managed VDSL2 Ethernet Extender with 1 10/100BaseT(X) port, and 1 DSL port, -40 to 75°C operating temperature (Qty. 2) (IEX-402-VDSL2-T), Small Form Factor pluggable transceiver with 1000BaseLX, LC connector, 10 km, -40 to 85°C (Qty. 2) (SFP-1GLXLC-T), Power Supply Kit	2	0	2
Ethernet Switches, Ethernet-over-copper	Moxa Managed VDSL2 Ethernet switch , 6 FE ports, 2 VDSL2 ports, 12/24/48 VDC, -40 to 75°C operating temperature (IEX-408E-2VDSL2-LV-T)	5	8	13
Ethernet Switches, Cellular	MicroHard LTE3-CAT4NA2 Cellular Ethernet Gateway with mounting bracket, power supply and antenna	0	5	5

Assumptions:

- Town will provide an equipment rack and rack ancillaries, power, and network connections for the server described in Table 2.
- Town will provide all TMC networking/communications equipment and VPN software.
- Town will provide the ESI Team with remote access to the server.

5.2.4 Task 4 - Installation, Integration, and Deployment

The ESI Team will work closely with Town staff to define a methodology for deploying the Town’s ATMS in a cooperative manner. This will include procedures for setup of the server and configuration of central and mobile workstations. The ESI Team will first baseline the existing system and work with Town staff to further refine our understanding of project requirements as well as relevant Town IT Department constraints.



ATMS Setup

Central System – Setup

The ESI Team will provide a Centrac's license for 50 intersections. Centrac's will be installed on the server supplied by Econolite in Task 3. Prior to installation on the production server environment, the ESI Team will setup and configure the Centrac's ATMS with all system parameters on a staging server maintained in Econolite's Anaheim office.

Intersection Graphics

We will develop a typical graphic representation of an intersection and submit a template to the Town for review and approval. The template will include icons for:

- Intersection status (1st level)
- Intersection status with plan (2nd level)
- Intersection status with main street green (3rd level)
- Intersection phase movement display with status (4th level)

Upon agreement as to exactly how the Town wants an intersection to look and what graphical elements are important to you, we will use this template to reproduce graphics for thirty-one (31) intersections and provide the Town with training so they are able to develop graphics for, and integrate any future intersections.

Intersection Properties

Each intersection will be geo-located and intersection properties, including intersection name, main street, cross street, IP address or serial communications parameters (as applicable), will be configured.

Central System – Installation

The ESI Team will install, configure, and integrate the Centrac's ATMS on the server supplied by Econolite. We are assuming the Town IT Department will assist the ESI Team with establishing a connection to the Town network switch for access to the field network, the Internet, and any workstations (local or remote) that require access to the Centrac's system. In addition, the ESI Team will work with Town IT staff to identify network routes to the field network and create provisions for remote access for maintenance and software updates.

Client Software

Econolite will install and configure the Centrac's client software application on three (3) Econolite-supplied workstations and/or laptops. There is no limit on the number of workstations and no cost or licensing required to add additional workstations to the system.

ATCS Setup

The ESI Team will set up the Los Gatos Boulevard corridor's cloud-based Centrac's Edaptive site and configure and integrate all thirteen (13) intersections to provide high-resolution data to Centrac's Edaptive. The following steps will be required for the successful deployment and operation of the system.

- Acquire as-built detector layouts from the Town (Task 2).
- Review existing intersection and detector layouts, taking notes on what detector is assigned to what input in the controller, the location of the detector on the street, and what function the detector is serving (e.g., stop bar, advance, departure, left turn).
- Site setup & configuration.
- Configure Intersection Data Maps (IDMs) for each intersection based on detection and controller configuration information.
 - Phase assignments and detector assignments are mandatory.



- Speed limits are required. It is also useful to have volume estimates to better establish a saturation flow rate value that is more accurate and localized than the standard 1800-1900 vehicles per hour per lane (vphpl).
- Perform Quality Assurance/Quality Control on all IDMs.
- Setup corridors in SPM, including grouping and defining corridors and operational parameters in consultation with the Los Gatos Project Manager.
- Run SPM for two weeks to ensure SPM graph data is valid. Review data and modify settings as necessary.
- Run SPM Optimization for two or three 2-3-week intervals. Push the “best” Optimization result to the field to update base signal timings.
- Once SPM has gathered sufficient historical operations data, the system is ready to begin Edaptive testing:
 - This should be accomplished in steps for both the system to “learn” the corridor as well as for agency staff to understand how Edaptive will begin modifying signal timing to improve overall operations. Step 1 will be to operate Edaptive for 1-3 days for 1-hour at a time, Step 2 will then increase operations for 1-3 days of 4 hours at a time, Step 3 will then move to operating Edaptive for one week of 8 hours per day. Once the initial three steps are complete, the system will be ready to move to full control per Town desires.
 - We recommend that Town and Econolite field technicians be on-site in the field to verify street conditions are acceptable (no out-of-control congestion, or other non-regular conditions) during initial Edaptive testing.
 - Continue to monitor Edaptive remotely from our Colorado Springs office.
- Once the initial testing is complete, Econolite proposes to also conduct a simple before/after study. This include the gathering of SPM data in weeks prior to SPM Optimization change versus weeks running full Edaptive to verify operations have improved and to quantify the overall improvement and operations benefit to the Los Gatos Boulevard corridor.

Controller Migration

The ESI Team will apply a thoughtful and consistent process in performing the controller database conversions and bench testing necessary to migrate to the Cobalt ATCs. The following steps outline the process we will employ:

1. **Data Collection:** The ESI Team will obtain the most current and up to date timing sheets and phase diagrams for each intersection from the Town. Where possible, we will upload controller databases directly from the Town’s Aries system.
2. **Database Conversion:** To facilitate the conversion process, the ESI Team will provide specialized training to our team of engineers to make absolutely certain that even the most obscure database elements are properly managed in the conversion process. Minimum clearance intervals and safety parameters will also be assessed during the conversion process and recommendations will be made, as necessary, to make improvements. While paper records will be produced, timings will be electronically input into a virtual controller and uploaded to a Centrac’s staging server to facilitate loading the timings into the controller.
3. **Loading:** A controller will be connected to the Centrac’s staging server. The converted database will be downloaded onto the controller. The controller will then be labeled, removed, and staged for testing and eventual deployment.
4. **Testing and Quality Control:** The converted timing database will be downloaded to a test controller to verify proper conversion and acceptance in the controller environment. Engineers will validate that the databases have been properly converted prior to making a recommendation for field deployment. TJKM will provide oversight and quality control of this step to ensure controllers are field-ready before deployment.



5. **Field Installation:** After testing and quality control is complete, the ESI Team will take the controller to the field and install it into the cabinet. We will develop and document procedural steps to make certain the intersection is operating properly including detector programming and “walking-the-intersection,” to ensure the intersection phasing is per plan.

Ethernet Device Configuration

We understand Ethernet devices supplied by the ESI Team under this project will be installed by the Town’s Electrical Contractor. This Contractor will be retained by the Town for installation services in support of the field design (Ethernet devices, fiber optic branch cables, controller cabinet change-outs) prepared by the Town’s Field Design Consultant. In support of these activities, the ESI Team will be responsible for programming all field Ethernet equipment based on IP addresses and VLAN information provided by the Field Design Consultant. The Town’s Electrical Contractor will then install this equipment and the ESI Team will coordinate with the contractor to confirm end-to-end communications from each field Ethernet device back to the Town’s TMC.

Assumptions:

- Town will provide current phase diagrams and timing/coordination sheets for thirty-one (31) intersections.
- Any required e-mail services will be provided through the Town’s SMTP relay server.
- All software installations will be coordinated through the Town’s IT Department.
- Remote access to the server can be arranged through the Town’s IT Department.
- Town will provide end-to-end Ethernet communications between the Centrac’s server software and the traffic signal controllers at each project intersection.
- Town will establish a connection to the Town network switch for access to the field network, the Internet, and any workstations (local or remote) that require access to the Centrac’s system.
- Town IT Department will provide the necessary power and time sources.
- The Town will contract with a separate contractor to install the Ethernet communications equipment in the field, as well as any additional intersection detection as advised by the ESI Team in **Task 2**.
- The Town/Town’s Field Design Consultant will provide IP addresses/VLAN information for all Ethernet devices.

5.2.5 Task 5 - System Testing and Acceptance

Acceptance Testing

Once all controllers are brought online, the System Acceptance Test will be conducted in accordance with the Acceptance Test Procedures (“Test Plan”). The Test Plan will be based on Econolite’s existing Standard Centrac’s Test Procedures modified to incorporate the Town’s requirements contained in the RFP (connectivity, data exchange, load, and functionality tests). The Test Plan will include details on test setup, test scripts, test oversight and witnessing, test reports, pass/fail criteria, and test dependencies.

The ESI Team will provide a Draft Test Plan to the Town for approval 30-days before the acceptance test is to begin. The Town shall review the Draft Test Plan and provide review comments within 14-days. The Test Plan will not be final until accepted by the Town.

This initial phase of testing includes a step-by-step walk-through of every procedure documented in the Test Plan. This phase of testing ensures that the Standard Centrac’s Test Procedures and the specific additional functional and performance requirements of the Town are observed and proven to successfully function.



If, during performance of the System Acceptance Test, an item is marked as “failed,” the ESI Team and Town staff will agree to a course of action.

This test is incredibly thorough and painstakingly detailed. The ESI Team will conduct, document, and record all test results. The Town’s Project Manager (or their designee) will witness all tests and sign-off on each procedure as it is completed. At the conclusion of the System Test, the ESI Team will prepare a test report summarizing the results of the test, documenting any areas of the test that need to be corrected. As necessary, the ESI Team will resolve any issues that were identified during the System Test, demonstrate the proper operation to Town personnel, and document the corrections.

Burn-in and Acceptance

Upon successful completion of the System Acceptance Test, as well as 30-days of error free operation during the subsequent burn-in period, the Town will grant “System Acceptance” and the Warranty period will commence.

Assumptions:

- System Acceptance Test will be conducted after the system has been installed and all intersections brought online.
- Town will review the Draft Test Plan & provide review comments within 14-days.
- System Acceptance Test will be performed over a 1-day period and the Town’s designated representative will be available to witness/participate.

5.2.6 Task 6 - Training and Documentation

Training

The ESI Team will provide all training necessary for the Town to successfully operate and manage the ATMS, ATCS, and traffic controllers. Our proposed system training will be detailed in a Training Plan that identifies the lesson plan for each course, along with the literature, standard operating procedures, manuals, and test materials that will be used. The training plan will describe the ESI Team’s role and responsibilities for each course and will include a training schedule listing each period of instruction and the time required for each period. The ESI Team will submit the Training Plan to the Town for review and approval 30-days prior to the scheduled start of any training.

The ESI Team will provide a minimum of 84-hours of training as detailed in the following table:

Table 6 - Proposed Trainings

Training Session	Expected Duration
1. System Operations	8-hours
2. System Administration	4-hours
3. System Maintenance	4-hours
4. Intersection Maintenance	4-hours
On-Call Training	40-hours
Field Technician Training	4-hours
Follow-up Training at end of Warranty Period	20-hours

All training, with the exception of the Follow-up Training, will be completed prior to final acceptance of the ATCS and ATMS systems.



Adaptive Signal Control and Advanced Traffic Management Systems for the Town-Wide Traffic Signal Upgrade Program

The ESI Team will provide all training materials, and each training will be designed for up to ten (10) people. This training will include both classroom-style instruction on system functionality and use as well as “hands-on” training and will be suitable for both traffic systems engineers and traffic signal technician staff. We understand that some areas may require more in-depth training than others and will adjust the curriculum according to the Town’s needs. Training will be conducted at Town facilities with access to the system for optimal understanding of the system.

System Operations Training will address each of the following topics:

- System Overview
- System Set-Up, Configuration, & Calibration
- Graphics Set-Up
- Basic Operations
- Advanced Operations
- Reports & Alarms Generation
- System Maintenance
- Troubleshooting

System Administration and **System Maintenance Training** will be focused toward IT Staff that will administer the system and be provided as follows. This content can be adjusted to best meet the Town’s needs.

- **Introduction and Overview** - This session will review the System Hardware, System Software, Centracs capabilities and features, and a brief tour of the Traffic Management System Workspace. The discussion will also include how to log-on to Windows for both remote connections and local workstations, launching the Client application, logging on to Centracs, accessing system graphics, and an explanation of the workspace components.
- **Windows Security** - This session will provide a general overview of the Windows security system, as well as creating and removing user accounts. Each attendee will have the opportunity to add or remove a user account to/from the system.
- **Windows Event Logs** - This session will cover both the System and Application Event Logs within Windows. Specific items appearing within the logs will be discussed and their relationship to system performance will be reviewed.
- **Database Backups** - This session will review how the system backs-up the SQL Databases and the required operator actions.
- **Software Installation Procedures** - This session will review the procedures used to install the Centracs ATMS software on a target computer. Additionally, general setup requirements for each “type” of computer will be reviewed.
- **The Centracs Server Suite** - This session will review the function of each component comprising the server software suite and will cover the Administration menu items associated with the Client application. Adding and deleting users to/from the Centracs system and assigning user privileges will also be reviewed.

Intersection Maintenance Training will focus on controller programming, maintenance, and troubleshooting with an emphasis toward how the controller works in conjunction with the ATMS and ATCS.

In addition to formal, on-site training, we are also able to provide at no cost to the Town on-demand training via the Econolite Learning Center (<http://learn.econolite.com/>).

Documentation

The ESI Team will provide the Town with a complete systems documentation package that includes the following:



- Software submittals
- System architecture diagram
- User/operator manuals
- Software programming manuals & procedures

The documentation package will address all software and hardware provided under this contract and will be subject to review and approval by the Town before final system acceptance. The ESI Team will submit all documentation for review and approval by the Town.

Assumptions:

- Trainings will be conducted at a Town facility with real-time access to the installed system.
- Town personnel will be available to participate in the training(s).

5.2.7 Task 7 – System License, Warranty, and Support

Licensing

The ESI Team is providing a perpetual 50-intersection Centrac's ATMS license and the third-party software necessary to run the ATMS, as detailed under **Task 3** of our scope of work and subject to the terms and conditions of the Centrac's Software License Agreement contained in the **Appendix**.

The Centrac's Adaptive ATCS is being licensed for 13-intersections for a period of three (3) years from system acceptance and is subject to the Cloud Services Agreement contained in the **Appendix**.

Centrac's – Warranty & Support Terms

Econolite will provide a standard 1-year warranty following successful completion of the System Acceptance Test. The warranty covers all defects and bugs in the central system software and entitles the Town to free software updates. Third party hardware and software warranties will be transferred to the Town.

In addition, we provide unlimited remote technical support via phone and Internet and, of course, our local support team is nearby to answer any questions, solve virtually any problem, and provide assistance to help the Town get the most productivity out of its new Centrac's system.

Regular support is available during normal business hours, from 8am to 5pm Mountain Time. For emergencies, Econolite also has a toll-free 24x7 maintenance hotline that can log trouble tickets and generate appropriate responses after hours.

For issues requiring a deeper level of technical support, Econolite has a dedicated staff of maintenance professionals and support group to supplement the local team. These professionals together make a team unmatched in the industry, dedicated exclusively to supporting deployed Centrac's systems. Our Centrac's system support engineers provide a managed process that responds quickly to any customer questions and problems as they arise.

To facilitate access by these individuals, we propose utilizing a VPN connection to remotely access the system and assist in diagnostics and troubleshooting. This is a very effective approach that enhances efficiency and reduces Town staff time for troubleshooting. In addition, software updates can also be loaded remotely through this connection. We will work with the Town's IT group to establish access which is compatible with the Town's IT policy.

In addition to the 1-year Warranty, our proposal includes two years of additional coverage under our Premier Software Maintenance Agreement (SMA). A sample of this agreement has been included in the **Appendix** of our proposal. During the warranty and subsequent support period, Econolite will provide the following support services:



- **Technical Support** – Assist Town staff with routine questions about the use, configuration, management, and troubleshooting of Centrac's.
- **Software Upgrades** – Econolite will provide all released upgrades to the Town. Software upgrades include those to address errors, defects, security flaws, etc. and those that provide enhancements, new features, new functions, etc. Centrac's will retain all system, user configuration, and preferences when applying software upgrades. If requested by the Town, Econolite will provide technical support to install software upgrades.

So long as the system is under warranty or SMA, all Centrac's updates are available at no additional charge. New feature releases are also included in the support and we typically release one upgrade per year, further assuring the Town will remain on the leading edge of technology well into the future.

Throughout the Warranty and subsequent SMA periods, the ESI Team will provide bi-weekly review and reporting, confirming all system components are properly functioning, including verification of two-way communications, system software and hardware, local controller, and detection health. In the event of any system-related problems, we will prepare a list of action items to address any deficiencies or failures.

Assumptions:

- Per the resultant contract, the Town does not perform any acts that void the Warranty.
- The Town will provide VPN access that allows Econolite to remote into Centrac's so that we can provide support, warranty, and maintenance services from our Colorado Springs Technical Center.



5.3 Project Deliverables

Project deliverables resulting from the ESI Team’s Scope of Work are summarized in the following table.

Table 7 - Project Deliverables

Task	Deliverables
1. Project Management	<ul style="list-style-type: none"> • Kick-Off Meeting • Project Plan • Bi-Weekly Progress Meetings • Periodic Invoices
2. Advise on ATMS and ATCS System Controller and Detection Requirements	<ul style="list-style-type: none"> • Review/Requirements Document – Detection, Communications, and Controllers • Design input to the Town on detection and communications.
3. Furnish ATMS and ATCS Software and Hardware	<ul style="list-style-type: none"> • Centrac's ATMS Software, licensed for up to 50 intersections, and an unlimited number of workstations. • Centrac's Edaptive Software licensed for 13 intersections. • Supply of Computer Equipment as detailed in Tables 2 - 4. • Supply of Ethernet Communications Equipment (Table 5) • Supply of ATC Controllers (Table 5)
4. Installation, Integration, and Deployment	<ul style="list-style-type: none"> • Centrac's installed, configured, and operational on the Econolite-provided servers. • Centrac's client software installed on Econolite-supplied workstations and laptop. Centrac's software installer for use by the Town in installing future/additional Centrac's clients. • Intersection graphics (31 intersections) • Los Gatos Boulevard corridor Centrac's Edaptive website • Edaptive ATCS operational with all thirteen (13) intersections • Simple Before and After Study using data from Centrac's SPM • Installation of 31 ATC controllers • Configuration of Ethernet devices identified in Table 5.
5. System Testing and Acceptance	<ul style="list-style-type: none"> • Test Plan based on Econolite’s existing Standard Centrac's Test Procedures. • Successful completion of System Acceptance Test. • System Acceptance Test Report • Successful completion of 30-day burn-in period.
6. Training and Documentation	<ul style="list-style-type: none"> • Training Plan • Minimum of 84-hours of training • Training Documentation & Manuals (10 hard copies, electronic copy) • Electronic copy of all training materials • Systems documentation package (electronic copy)
7. System License, Warranty, and Support	<ul style="list-style-type: none"> • Centrac's ATMS – 50-intersection license. • Centrac's Edaptive – 13-intersections for three years from final system acceptance. • Centrac's ATMS – 1-Year Warranty, from final system acceptance. • Centrac's ATMS – Premier Software Maintenance Agreement coverage for 2-years following the Warranty. • Bi-weekly system status review and reporting.



5.4 Cost Controls & Budgeting

Econolite's approach to cost control and budgeting for all of our projects involves the following four processes:

1. **Plan Cost Management**
2. **Estimate Costs**
3. **Determine Budget**
4. **Control Costs**

We describe each of these processes in the following sections.

5.4.1 Plan Cost Management

Plan cost management is the initial process of project cost management where we define how the costs of the project are estimated, budgeted, managed, monitored, and controlled. We typically use WBS (Work Breakdown Structures) or historical data for similar projects to define the cost resource requirements, which include time, material, labor, equipment, etc. This process gives a rough outline of the number of resources involved and shows the optimum path to manage the project costs throughout the project lifecycle.

5.4.2 Estimate Costs

The second step in our project cost management planning helps in estimating the cost of the resources required for project completion. Since cost is an important variable that ensures project success, we are very careful while producing the estimated amount of the total project cost. Throughout the project lifecycle, this process is performed at periodical intervals. Our Project Manager uses various methods to estimate costs depending on the amount of information available.

5.4.3 Determine Budget

Determining the budget is the third step in our cost management process where the estimated cost of individual activities or tasks is summed up to draw the cost baseline. The cost baseline of the budget includes all the authorized funds that are essential for project execution. This budget includes various reserves of contingency while keeping the management reserves far at the bay. Cost baseline is an authorized time-phased budget that is used as the initial point for monitoring and calculating the project performance and progress. This process is executed at specific points in a project which are generally predefined.

5.4.4 Control Costs

Controlling costs is the final step in our project cost management process, on that is primarily concerned with the measurement of variances of the actual costs from the proposed baseline. Various methods and procedures are implemented here to track the project performance and expenses against its progress rate. Meanwhile, all these variances are recorded and compared with the actual cost baseline. The control costs process is responsible for explaining the reason for a variance and further assists our Project Manager in taking corrective actions to incur minimal costs and control the entire project's expenses to close it within the agreed budget.



5.5 Additional Information

5.5.1 Systems Engineering Issues

Econolite recognizes the importance of the Systems Engineering approach (Figure 14) to the development and deployment of complex traffic management systems, and the deployment of an ATCS and ATMS for Los Gatos is no exception to this process. Upon commencing the project via kickoff meeting, as part of **Task 2**, we will conduct a thorough review of the Town's final Concept of Operations, working closely with all project stakeholders to ensure all critical system engineering issues are identified and addressed prior to system deployment. Based upon the results of this review, system requirements will be, as necessary, refined to ensure the final deployed system is consistent with the initial concept for the Town.

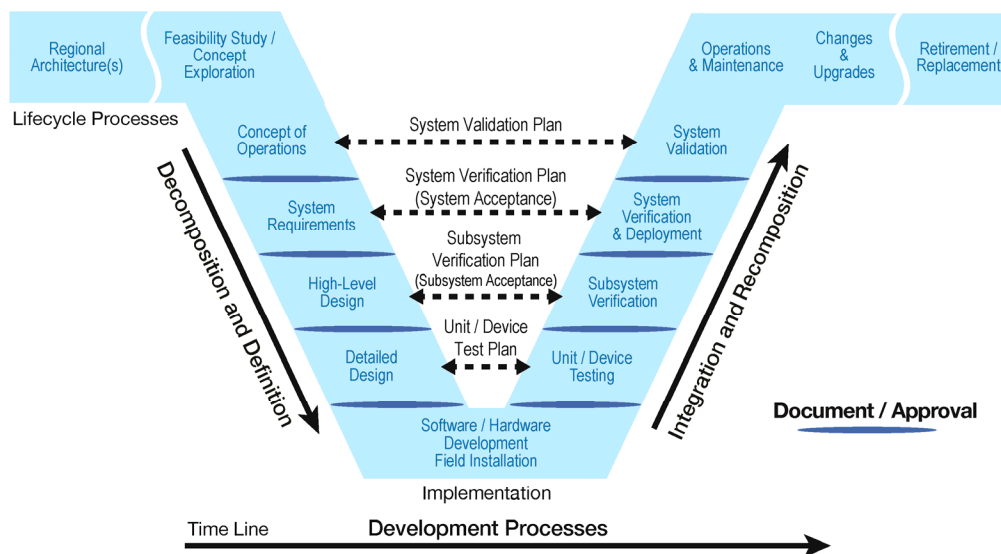


Figure 14 - The Systems Engineering Approach

5.5.2 Minimizing Cost & Schedule

As previously mentioned, our Centrac's Adaptive ATCS solution provides adaptive control capabilities based on system performance measures derived from Centrac's SPM. While we recognize that the Town intends to procure an Automated Traffic Signal Performance Measures (ATSPM) system through a subsequent RFP later in 2020, as a value-added proposition, we are proposing to include SPM features as part of our proposed ATCS solution for this project at no additional cost to the Town. This will enable the Town to begin realizing the operational efficiencies of ATSPM at a much earlier date than it would otherwise be able to achieve.

An additional cost and schedule saving measure involves the Town's ability to continue using compatible Econolite controllers with the new ATMS and ATCS. Econolite ASC/3 controllers are Ethernet and NTICP capable, and fully functional under the ATMS and ATCS solution we are proposing. Intersections equipped with these controllers (11 of the 31 controllers identified in the traffic signal system inventory) will not require an immediate controller upgrade. Similarly, the Town has recently purchased several Cobalt ATC controllers that will not need to be replaced under the proposed system.



5.5.3 User Groups and On-Going Support

User Groups

Historically, Econolite has been a strong supporter of hosting User Groups for our Centracs (and other product) customers, as we recognize the value of these groups both to our customers, and also to Econolite as we continue to improve, grow, and evolve our product offerings. Our customers benefit from gaining insight from other Centracs users, as well as Econolite's technical experts. Similarly, the feedback we receive from our users is invaluable in aligning our product's capabilities with our customer's needs.

Typically, our User Groups bring together product users and product experts who meet on an as-needed basis to discuss user experiences, share tips and techniques, and provide product recommendations for future product development. These User Groups are comprised of member agencies that change based on the Econolite product of topic (systems, specific system modules, sensors, controllers, cabinets, etc.) and consist of anywhere between 2 – 10 identified agencies.

Econolite's User Groups have taken a number of different forms, from webinar-based, product-expert-lead discussions, to virtual trainings, user-voice online forums, fact-to-face meetings at our Anaheim headquarters, product showcase events, Client Advisory Councils, and at user-premises scheduled meetings. The frequency of these Groups is really based on the agency's needs, project status, and user/facilitator availability. A typical agenda might include:

1. Introductions
2. Product Overview
3. Demonstrations
4. Lightning Talks (4-5-minute talks from each user on their current experience)
5. Tips & Techniques

Econolite has never charged participation fees for our User Groups and has no plans to do so in the future.

On-Going Support

Please refer to **Task 7** of our Scope of Work for a detailed description of the on-going support we are proposing following final system acceptance.



6. Schedule of Work

The ESI Team's project schedule is contained on the following pages. Development of the communications/detection design and implementation timeline is not considered in the schedule as we do not know the City's timing to complete these tasks.

Adaptive Signal Control and Advanced Traffic Management Systems

Federal Number: STPLN1 6084(227)

PRICE PROPOSAL FORM

Item	Description	Quantity	Unit ³	Unit Price	Row Price
1. Adaptive Signal Control System					
1.1	F&I Controllers Units and Software ¹	14	EA	\$ 4,171	\$ 58,394
1.2	Furnish Ethernet Switches, Fiber Optic ¹	7	EA	\$ 2,029	\$ 14,203
1.3	Furnish Ethernet Switches, FO+1-leg Copper ¹	2	EA	\$ 2,674	\$ 5,348
1.3	Furnish Ethernet Switches, FO+2-legs Copper ¹	2	EA	\$ 3,319	\$ 6,638
1.4	Furnish Ethernet Switches, Ethernet-over-copper ¹	5	EA	\$ 1,567	\$ 7,835
1.7	F&I ASCS Software and Hardware ²	1	LS	\$ 93,436	\$ 93,436
1.8	System Testing and Acceptance	1	LS	\$ 7,844	\$ 7,844
1.9	Training and Documentation	1	LS	\$ 14,206	\$ 14,206
1.10A	System License, Warranty, and Support (Monthly) ⁴	36	EA	\$ -	\$ -
1.10B	System License, Warranty, and Support (Annual) ⁴	3	EA	\$ 13,522	\$ 40,566
ADAPTIVE SUBTOTAL					\$ 248,470
Contingency (8%)					\$ 19,878
2. Advanced Traffic Management System					
2.1	F&I Controllers Units and Software	18	EA	\$ 4,171	\$ 75,078
2.2	Furnish Ethernet Switches, Fiber Optic	2	EA	\$ 2,029	\$ 4,058
2.3	Furnish Ethernet Switches, FO+1-leg Copper	2	EA	\$ 2,674	\$ 5,348
2.4	Furnish Ethernet Switches, Ethernet-over-copper	8	EA	\$ 1,567	\$ 12,536
2.5	Furnish Ethernet Switches, Cellular ¹	5	EA	\$ 423	\$ 2,115
2.7	F&I ATMS Software and Hardware	1	LS	\$ 117,466	\$ 117,466
2.8	System Testing and Acceptance	1	LS	\$ 10,860	\$ 10,860
2.9	Training and Documentation	1	LS	\$ 19,670	\$ 19,670
2.10A	System License, Warranty, and Support (Monthly) ⁴	36	EA	\$ -	\$ -
2.20B	System License, Warranty, and Support (Annual) ⁴	3	EA	\$ 14,321	\$ 42,963
ATMS SUBTOTAL					\$ 290,094
Contingency (8%)					\$ 23,208
GRAND TOTAL					\$ 581,649
Notes: 1. Quantity includes one spare					
2. If ASCS requires ATMS to function, include a proportional share of the ATCS cost in this item.					
3. EA = Each, LS = Lump Sum					
4. Fill out Item 1.10A OR 1.10B. Do not include pricing on both lines.					

Vendor Name: Econolite Systems, Inc.

Contact Name: Marc A. Porter

Contact Email: mporter@econolite.com

Contact Phone: 310-418-1663



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/02/2020

ITEM NO: 12

DATE: May 28, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute a Second Amendment to the Agreement for Services with Brightview Tree Care Services, Inc. to:
a. Increase Compensation for FY 2019/20 in an Amount of \$47,000 for a Total Annual Contract Amount Not to Exceed \$247,000.
b. Increase Compensation for FY 2020/21 in an Amount of \$147,000 for a Total Annual Contract Amount not to Exceed \$247,000, for a Total Agreement Amount Not to Exceed \$941,000.
c. Approve a budget transfer of \$47,000 in FY 2019/20 from the Town's Tree Replacement Fund to the Streets and Signals Program budget.

RECOMMENDATION:

Authorize the Town Manager to execute a second amendment to the agreement for services with Brightview Tree Care Services, Inc. (Attachment 1) to:
a. Increase compensation for FY 2019/20 in an amount of \$47,000 for a total annual contract amount not to exceed \$247,000.
b. Increase compensation for FY 2020/21 in an amount of \$147,000 for a total annual contract amount not to exceed \$247,000, for a total agreement amount not to exceed \$941,000.
c. Approve a budget transfer of \$47,000 in FY 2019/20 from the Town's Tree Replacement Fund to the Streets and Signals Program budget.

BACKGROUND:

The Town of Los Gatos utilizes contractual tree trimming and removal services to maintain the urban forest. On June 5, 2018, the Town Council authorized the Town Manager to execute a five-year Agreement for Services with BrightView Tree Care Services, Inc. for tree trimming and maintenance services. The original agreement included \$247,000 for year one of the

PREPARED BY: Jim Harbin
Superintendent

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, and Director of Parks and Public Works

SUBJECT: Authorize the Town Manager to Execute a Second Amendment to the Agreement for Services with Brightview Tree Care Services, Inc.

DATE: May 28, 2020

BACKGROUND (continued):

agreement and \$200,000 for year two of the agreement (Fiscal Year 2019/20), plus consumer price index adjustments. Compensation for years three through five of the agreement were for annual not to exceed amounts of \$100,000 per year plus consumer price adjustments.

The adopted FY 2019/20 Operating and Capital Budget Included a total of \$200,000 for tree trimming and maintenance services in the Streets and Signal Program. This amount was \$100,000 more than the previous year due to the backlog of tree maintenance. On August 7, 2019, Council authorized the Town Manager to execute a First Amendment to the Agreement for Services to provide for an additional \$100,000 for FY 2019/20.

DISCUSSION:

The Town's urban forest continues to require block pruning and overgrowth control due to the past deferred maintenance. To continue improvement in our tree pruning cycles and to further reduce the deferred inventory of trees, additional pruning and structural maintenance is needed this year and next year. This strategy aligns with the funding request in the FY 2020/21 proposed budget.

CONCLUSION:

Authorize the Town Manager to execute a second amendment to the agreement for services with Brightview Tree Care Services, Inc. to:

- a. Increase compensation for FY 2019/20 in an amount of \$47,000 for a total annual contract amount not to exceed \$247,000.
- b. Increase compensation for FY 2020/21 in an amount of \$147,000 for a total annual contract amount not to exceed \$247,000, for a total agreement amount not to exceed \$941,000.
- c. Approve a budget transfer of \$47,000 in FY 2019/20 from the Town's Tree Replacement Fund to the Streets and Signals Program budget.

FISCAL IMPACT:

The \$47,000 for FY 2019/20 would be funded by the Town Tree Replacement Fund which allows for adding, maintaining, or replacing trees or landscaping on Town property to include supporting the Town's urban forestry management program. The Proposed FY 2020/21 Budget includes targeted funding within the Streets & Signals Program Budget in the amount of \$247,000 for tree trimming services. The Second Amendment (Attachment 1) addresses all recommendations contained in this report.

PAGE 3 OF 3

SUBJECT: Authorize the Town Manager to Execute a Second Amendment to the Agreement
for Services with Brightview Tree Care Services, Inc.

DATE: May 28, 2020

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. Second Amendment to the Agreement for Services
2. Agreement for Services with First Amendment to the Agreement for Services

SECOND AMENDMENT TO AGREEMENT FOR SERVICES

This SECOND AMENDMENT TO AGREEMENT is dated for identification this 2ND day of June 2020 and amends that certain First Amendment to Agreement for Services dated August 20, 2019, made by and between the Town of Los Gatos, ("Town,") and BrightView Tree Care Services Inc. ("Service Provider").

RECITALS

- A. Town and Service Provider entered into an Agreement for Services on June 5, 2018, ("Agreement"), and a First Amendment to Agreement for Services on August 20, 2019, copies of which are attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to amend the Agreement for Services to provide additional funds for FY 2019/20 and 2020/21.

AMENDMENT

- 1. 2.6 Compensation – amendment shall read:

Compensation for year 1 (Fiscal Year 2018/19) of this agreement was **\$247,000**.

Compensation for year 2 (Fiscal Year 2019/20) of this agreement **shall increase \$47,000, for a total annual amount not exceed \$247,000** and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year.

Compensation for year 3 (Fiscal Year 2020/21) of this agreement **shall increase \$147,000, for a total annual amount not exceed \$247,000** and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year.

Compensation for years 4 and 5 (Fiscal Years 2021/22 and 2022/23) of this agreement **shall not exceed \$100,000** and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year.

If the CPI indicates a downward adjustment, compensation would remain at the base amount of \$100,000.

The total agreement amount **shall not to exceed \$941,000.**

2. All other terms and conditions of the Agreement remain in full force and effect.
IN WITNESS WHEREOF, the Town and Service Provider have executed this Amendment.

Town of Los Gatos

BrightView Tree Care Services Inc. by:

By: _____
Laurel Prevetti, Town Manager

Department Approval:

Name/Title

Matt Morley
Director of Parks and Public Works

Approved as to Form:

Attest:

Robert Schultz, Town Attorney

Shelley Neis, CMC, Town Clerk

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

This FIRST AMENDMENT TO AGREEMENT is dated for identification this 20th day of August 2019 and amends that certain Agreement for Services dated June 5, 2018, made by and between the Town of Los Gatos, ("Town,") and BrightView Tree Care Services Inc. ("Service Provider").

RECITALS

- A. Town and Service Provider entered into an Agreement for Services on June 5, 2018, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to amend the Agreement for Services to provide additional funds for FY 2019/20.

AMENDMENT

1. 2.6 Compensation shall read: Compensation for the first year **shall not exceed \$247,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.

Compensation for year two of this agreement **shall not exceed \$200,000** and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year.

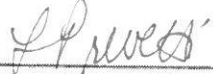
Compensation for years three through five of this agreement **shall not exceed \$100,000** annually and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount of \$100,000.

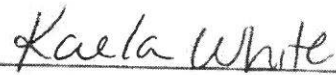
2. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Amendment.

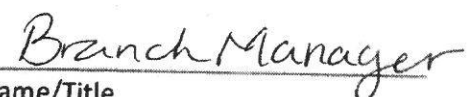
Town of Los Gatos

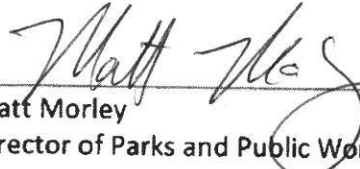
BrightView Tree Care Services Inc. by:

By: 
Laurel Prevetti, Town Manager




Department Approval:

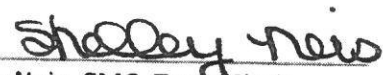

Name/Title


Matt Morley
Director of Parks and Public Works

Approved as to Form:

Attest:


Robert Schultz, Town Attorney


Shelley Neis, CMC, Town Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification this 5th of June 2018 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and BrightView Tree Care Services, ("Service Provider"), whose address is 530 Aldo Avenue, San Jose, CA 95054. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Service Provider to provide tree trimming maintenance services.
- 1.2 The Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on April 25, 2018, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin on **July 1, 2018** and will continue through **June 30, 2023**, subject to appropriation of funds, notwithstanding any other provision in this agreement.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or

at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.

- 2.6 Compensation. Compensation for services shall not exceed \$247,000 for the first year, inclusive of all costs. Payment shall be based upon Town approval of each task. Compensation for years two through five of this agreement shall not exceed \$100,000 and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount of \$100,000.
- 2.7 Failure to Perform. It is mutually agreed by SERVICE PROVIDER and TOWN that in the event that performance of the work by SERVICE PROVIDER under this Agreement is not completed as scheduled, TOWN will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, SERVICE PROVIDER shall pay to TOWN the sum of one hundred dollars (\$100.00) per location per scheduled service in liquidated damages for every missed service beyond three missed services in a month in addition to reducing the monthly payment by the cost of that service. In the event that the liquidated damages are not paid, SERVICE PROVIDER agrees that TOWN may deduct the amount of unpaid damages from any money due or that may become due to SERVICE PROVIDER under this Agreement.
- 2.8 Schedule. Service Provider shall provide a schedule to the Town prior to beginning work. The schedule shall identify dates of service for each location. Schedule changes shall be approved by the Town with 24-hour notice. Each missed location shall be considered a failure to perform, unless the contractor provides advance notice of schedule change.
- 2.9 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.10 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.
- 2.11 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.12 Independent Service Provider. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent Service Provider and not an agent or employee of the Town. As an independent Service Provider, he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.
- 2.13 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this

employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

- 2.14 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subService Providers do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
 - iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subService Providers employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subService Provider.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the

same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Prevailing Wages. In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. Service Provider will be required to pay to all persons employed on the project by the Service Provider sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents may be obtained from the State of California.

Pursuant to Labor Code section 1725.5, no Service Provider or subService Provider may be awarded a contract for public works on a public works project unless registered with the Department of Industrial Relations.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations and/or the Town of Los Gatos.

The Service Provider is required to post notices on Public Works requirements.

- 4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

BrightView Tree Care Services
530 Aldo Avenue
San Jose, CA 95054

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

- 4.8 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any

attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

- 4.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.


IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos by:




Laurel Prevetti, Town Manager

BrightView Tree Care Services, Inc. by:



Mike Carter

Recommended by:

For 

Matt Morley, Director of Parks and Public Works

Vice President / General Manager

Title

Approved as to Form:



Robert Schultz, Town Attorney

**ATTACHMENT D
BID PRICE SHEET**

For all services described below, unless excluded by the Town in description of services below, the Town shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Bidder to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of bid.

A. GENERAL SERVICES

	DESCRIPTION, WITH UNIT PRICE IN WORDS. (PRICE IS INCLUSIVE OF ALL APPLICABLE TAXES AND FEES)	UNIT PRICE	ESTIMATED UNITS	EXTENDED PRICE
1.	Annual routine trimming based on tree trimming in pre-designed districts, grids or parks on a set cycle, and includes all trees (small, medium, and large-sized).	Per-tree	700 @ \$95 each	\$ 66,500.00
2.	Service request tree trimming consist of trimming trees outside the grid trimming cycle.			
	0" - 6"	Per tree	3 @ \$72 each	\$ 216
	7" - 12"	Per tree	10 @ \$95 each	\$ 950
	13" - 18"	Per tree	10 @ \$144 each	\$ 1,450
	19" - 24"	Per tree	20 @ \$190 each	\$ 4,700
	25" and over	Per tree	10 @ \$210 each	\$ 2,850
3.	Tree removal (excludes stump removal)			
	0" - 6"	Per tree	5 @ \$95 each	\$ 475
	7" - 12"	Per tree	15 @ \$237 each	\$ 3,555
	13" - 18"	Per tree	20 @ \$522 each	\$ 10,440
	19" - 24"	Per tree	10 @ \$760 each	\$ 7,600
	25" and over	Per tree	5 @ \$1,920 each	\$ 9,600
4.	Stump removal			
	0" - 6"	Per stump	5 @ \$57 each	\$ 285
	7" - 12"	Per stump	15 @ \$114 each	\$ 1,710
	13" - 18"	Per stump	20 @ \$171 each	\$ 3,420
	19" - 24"	Per stump	10 @ \$228 each	\$ 2,280
	25" and over	Per stump	5 @ \$342 each	\$ 1,710
A.	SUB-TOTAL - GENERAL SERVICES			\$ 117,741.00

B. CREW RENTAL AND EMERGENCY SERVICES

	Fully equipped crew as defined. Includes all labor, equipment, tool, traffic control, disposal costs, and zero material markups	UNIT PRICE	ESTIMATED UNITS	EXTENDED PRICE
STRAIGHT TIME				
1.	4 Man crew with Equipment	Per hour	20 @ \$300	\$6,000
2.	3 Man crew with Equipment	Per hour	40 @ \$225	\$9,000
3.	2 Man crew with Equipment	Per hour	20 @ \$150	\$3,000
OVERTIME/WEEKENDS/EMERGENCY AFTER HOURS CALL OUT				
4.	4 Man crew with Equipment	Per hour	10 @ \$380	\$3,800
5.	3 Man crew with Equipment	Per hour	10 @ \$285	\$2,850
6.	2 Man crew with Equipment	Per hour	20 @ \$190	\$3,800
B.	SUB-TOTAL - CREW RENTAL & EMERGENCY SERVICES			\$ 28,450.00

C. OTHER COSTS

	DESCRIPTION, WITH UNIT PRICE IN WORDS. (PRICE IS INCLUSIVE OF ALL APPLICABLE TAXES AND FEES)	UNIT PRICE	ESTIMATED UNITS	EXTENDED PRICE
1.	Cost for crown, trees requiring trimming more than 25% of foliage at one time, or crown shaping or crown reduction. 0-6" 7-12" 13-18" 19-24" 25" and over	Per tree Per tree Per tree Per tree Per tree	3 @ \$72 each 10 @ \$95 each 10 @ \$145 each 10 @ \$235 each 20 @ \$285 each	\$ 216 \$ 950 \$ 1,450 \$ 2,350 \$ 5,700
2.	Specialty equipment - 50-ton crane per hour -95-foot aerial tower per hour	Per hour Per hour	5 @ \$265 each 15 @ \$250 each	\$ 1,325 \$ 3,750
3.	Tree planting and installation services: (Price includes labor, equipment, root irrigation device, and staking; assume trees to be provides by the Town) -15" gallon -24" box -36" box -48" box	Per tree Per tree Per tree Per tree	40 @ \$130 each 20 @ \$260 each 10 @ \$390 each 5 @ \$650 each	\$ 5,200 \$ 5,200 \$ 3,900 \$ 3,250
4.	Arborist services & report writing per hour	Per hour	10 @ \$120 each	\$ 1,200
5.	Tree watering per day (Assume 1 worker watering 8 hours)	Per day	40 @ \$600 each	\$ 24,000
6.	GPS tree inventory data collection	Per tree site	14,000 @ \$3 each	\$ 42,000
C.	SUB-TOTAL - OTHER COST			\$ 100,491.00
GRAND TOTAL (A+B+C)				\$ 246,682.00



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/02/2020

ITEM NO: 13

DATE: May 28, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute an Agreement with SWCA
Environmental Consultants in the Amount of \$199,828

RECOMMENDATION:

Authorize the Town Manager to execute an agreement with SWCA Environmental Consultants in the amount of \$199,828.

BACKGROUND:

The Town Council has identified wildfire mitigation through vegetation management as a strategic priority. This project identifies at risk roadsides, parks, and open spaces as areas for the Town to implement vegetation management. Staff has applied for a grant to fund the work in the Town's open spaces through the Federal Emergency Management Agency (FEMA). The FEMA grant request is still under review with no anticipated date for notification. The roadside vegetation management work will be self-funded by the Town.

Due to the potential for environmental impacts, it is important for the Town to have a solid plan and environmental review prior to implementation. This review will also create the specifications that are used for bidding the work as well as a long-term maintenance plan.

During the preliminary budget discussions at the Town Council meeting on May 19, 2020, the Council directed staff to prioritize the vegetation management program to begin work as early as possible this year ahead of the fire season.

PREPARED BY: Matt Morley
Parks and Public Works Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

SUBJECT: Authorize the Town Manager to Execute an Agreement with SWCA Environmental Consultants in the Amount of \$199,828

DATE: May 28, 2020

DISCUSSION:

On March 9, 2020 staff released a request for proposals (RFP) for development of a plan for vegetation management. The Town received six submittals to the RFP and through evaluation of the submittals and interviews, recommends SWCA Environmental Services.

SWCA has committed to producing the plan in two stages to allow for advancing the roadside vegetation management project independent of the work in the open spaces. This will provide environmental clearance and a project scope by the end of July and allow for bidding and implementing the first phase of work later this year.

As the consultant develops the plan, staff and the consultant will lead a community outreach effort to discuss the recommendations and options with potentially affected and interested residents.

CONCLUSION:

Awarding this agreement will allow the Town to develop a comprehensive wildfire vegetation management plan.

COORDINATION:

This report has been coordinated with the Town Attorney.

FISCAL IMPACT:

Funding for this project is included in the Fiscal Year 2019/20 Capital Improvement Program.

Vegetation Management - Town - wide		
Project 832-4508		
	Budget	Costs
GFAR	\$ 500,707	
Total Budget	\$ 500,707	
Consultant Services		\$ 199,828
Total Expenditures		\$ 199,828
Remaining Balance		\$ 300,879

PAGE 3 OF 3

SUBJECT: Authorize the Town Manager to Execute an Agreement with SWCA
Environmental Consultants in the Amount of \$199,828

DATE: May 28, 2020

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachment:

1. Consultant Agreement with SWCA

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) SWCA ENVIRONMENTAL CONSULTANTS, (“Consultant”), whose address is 60 Stone Pine Road, Suite 100, Half Moon Bay, CA 94019 shall be effective on the date that this Agreement is fully executed by the parties hereto (“Effective Date”). This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desire to engage Consultant to provide a comprehensive vegetation management plan to reduce fire hazards along Los Gatos roadways and in Los Gatos open space.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal for Los Gatos Vegetation Management Plan sent to the Town on May 27, 2020, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from the date of execution to June 30, 2021. Consultant shall perform the services described in this agreement Exhibit A, including the proposed schedule.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the

Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$199,828**, inclusive of all costs. Payment shall be based upon Town approval of each task.
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an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

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- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

SWCA Environmental Consultants
Attn: Mark Brandi
60 Stone Pine Road, Suite 100
Half Moon Bay, CA 94019

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant, by:

Laurel Prevetti, Town Manager

Recommended by:

Matt Morley
Parks and Public Works Director

Title

Approved as to Form:

Attest:

Robert Schultz, Town Attorney

Shelley Neis, MMC, CPMC, Town Clerk



Proposal for LOS GATOS VEGETATION MANAGEMENT PLAN

SUBMITTED TO

Matt Morley
Town of Los Gatos
Department of Parks & Public Works
41 Miles Avenue
Los Gatos, CA 95030



April 16, 2020
Revised May 27, 2020

SUBMITTED BY

SWCA Environmental Consultants
60 Stone Pine Road, Suite 100
Half Moon Bay, CA 94019



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

60 Stone Pine Road, Suite 100
Half Moon Bay, California 94019
Tel 650.440.4160 Fax 650.440.4165
www.swca.com

April 16, 2020

Matt Morley
Town of Los Gatos
Department of Parks and Public Works
41 Miles Avenue
Los Gatos, CA 95030

Submitted via email to: mmorley@losgatosca.gov

Re: Town of Los Gatos Vegetation Management Plan

Dear Mr. Morley:

SWCA Environmental Consultants (SWCA) is pleased to submit our proposal to prepare a Vegetation Management Plan and associated environmental documentation for the Town of Los Gatos (Town). We understand that this document is of critical importance to the Town to limit fire danger in a timely manner and ensure the safety of its residents, and we are committed to providing creative and efficient solutions to allow the Town to begin implementing the plan this year.

Over the past 15 years, SWCA has developed and delivered almost 40 Community Wildfire Protection Plans (CWPPs) throughout the United States. Our approach is aligned with the National Cohesive Wildland Fire Management Strategy and Healthy Forest Restoration Act of 2003.

The contract will be managed from SWCA's Half Moon Bay Office under Principal-in-Charge Megan Peterson. Mark Brandi will serve as the project manager, coordinate the day-to-day execution of the project, and serve as the primary point of contact for the contract. Mr. Brandi's experience encompasses nearly two decades of natural resources management, design, and permitting, and he is well versed in all aspects of environmental consulting, including vegetation management, public outreach, and environmental review. Mr. Brandi will be supported by SWCA's in-house team of experts, including fire prevention planning specialists, arborists, and National Environmental Policy Act (NEPA)/California Environmental Quality Act (CEQA) planners. Our in-house expertise will be supplemented by our subconsultants—Carol Henson of Geo Elements and John Justice, former Deputy Chief of Fire Prevention for the Santa Clara County Fire Department. Geo Elements brings extensive on-the-ground experience in all aspects of wildland fire and fuels management throughout the western United States, and Mr. Justice brings invaluable expertise in local wildfire protection practices.

Furthermore, SWCA has a solid understanding of the work required for the project and of the Los Gatos community natural resources, having assisted the Santa Clara County Fire Department with the development of the countywide CWPP in 2016. This plan included a detailed analysis of wildfire hazards within the Town limits and mitigation projects and prioritizations that will directly inform the development of the Vegetation Management Plan.

Thank you for taking the time to review our submission. Should you have any questions or require additional information, please contact me at (650) 440-4160 x 6412 or mark.brandi@swca.com.

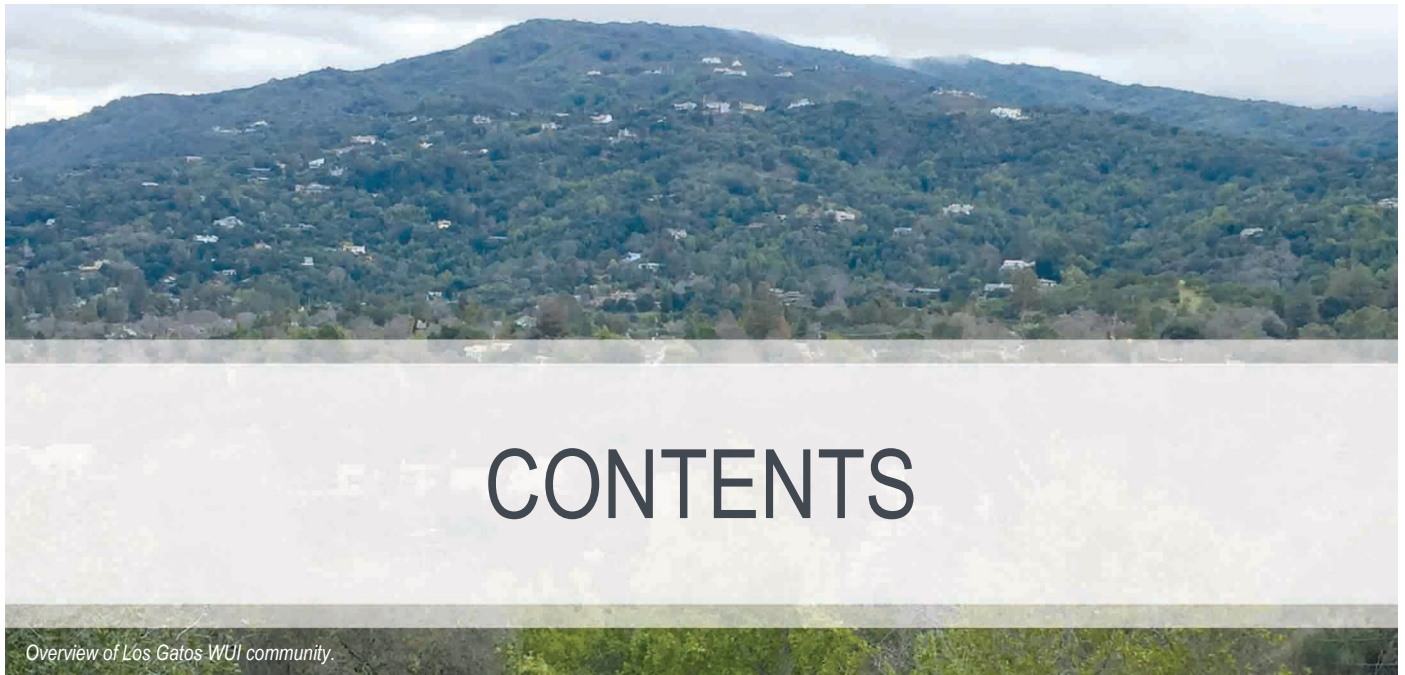
Sincerely,

A handwritten signature in black ink that reads "Mark C Brandi".

Mark Brandi
Project Manager

A handwritten signature in blue ink that reads "Megan Peterson".

Megan Peterson
Principal-In-Charge



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A. EXPERIENCE AND QUALIFICATIONS

SWCA ENVIRONMENTAL CONSULTANTS

An employee-owned corporation established in 1981, SWCA Environmental Consultants (SWCA) specializes in providing comprehensive environmental planning, regulatory compliance, and natural and cultural resource management services to businesses and government clients across the United States. We work to understand the full life cycle of each project, from its early inception to completion. In the face of rapid environmental, economic, and societal changes, SWCA provides a comprehensive approach to the challenges your staff face. We offer the Town of Los Gatos (Town) a focused suite of environmental consulting services combined with regional knowledge, professionalism, customer focus, and high-quality service. We apply our motto “**Sound Science, Creative Solutions**” to each of our projects, producing defensible technical results that ensure project success.

Since our founding in 1981, SWCA has grown into a large business with 1,200 employees in 38 offices nationwide, including six offices in California—Half Moon Bay, San Francisco, Sacramento, San Luis Obispo, Pasadena, and San Diego. Our in-house experts include project managers, permitting specialists, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) planners, fire planners, biologists, archaeologists, paleontologists, architectural historians, technical editors, and geographic information system (GIS) specialists. Our natural and cultural resource specialists are particularly well known for exceptional data collection, analysis, and deliverable production, which ensures our clients receive high-quality environmental documentation.

Drawing on three decades of experience providing environmental services and deep roots in the Bay Area, SWCA offers the ideal combination of local focus, bench strength, and technical expertise.

FIRE RISK ASSESSMENT

For over 16 years, the SWCA team has provided natural and cultural resource management and planning services related to fire and forest management. We have developed 40 Community Wildfire Protection Plans (CWPPs) across the United States and have assisted many communities in coordinating Firewise programs. In 2016, SWCA worked with federal, state, and local stakeholders to prepare the Santa Clara County CWPP, which identifies the accumulation of wildland fuels, development within or near the wildland-urban interface (WUI), rugged terrain, and prolonged dry fire seasons as major sources of wildfire risk in Santa Clara County. In addition to our extensive CWPP work, SWCA has completed multiple Fire Management Plans (FMPs) and accompanying NEPA documents for the National Park Service (NPS), and hazardous fuels reduction planning and accompanying NEPA documents for U.S. Forest Service (USFS) projects across the United States.



Active wildfires can be used to produce better fire behavior modeling to determine behavior patterns.

In addition, SWCA recently prepared a site-specific wildfire assessment to support the Canyon Lane Roadway Improvements Project on behalf of the County of San Mateo. That wildfire assessment evaluated the project’s exposure to wildland fire by characterizing the biophysical setting and fuel types, modeled fire behavior in the event that a wildland fire occurred on-site, and provided mitigation measures to reduce the risk of the project causing wildland fire. The results of the wildfire assessment were then used to develop the Wildfire section of the Environmental Impact Report (EIR) for the project.

Our fire planning specialists have considerable experience that we can apply to the development of the Vegetation Management Plan (VMP), including developing risk assessments utilizing the Interagency Fuel Treatment Decision Support System (IFTDSS), FARSITE, FlamMap and BehavePlus. Our GIS team is well equipped and qualified to develop high-quality displays, maps, and map sheets to support the planning effort, as well as other graphic information for meetings.

ARBORIST SERVICES

SWCA provides top-quality arboricultural and horticultural solutions for project permitting and implementation of mitigation/monitoring requirements. Our specialists have the expertise to solve a myriad of tree-related issues in both urban and natural environments, and we employ a diverse group of resource scientists, including Certified Arborists, urban foresters, botanists, and restoration ecologists, who can produce high-quality, cost-effective solutions for our clients, while simultaneously meeting stringent agency requirements. We have provided arborist services to federal, state, and municipal agencies as well as private development companies and landowners.

SWCA’s team of arboricultural specialists regularly conduct urban street tree inventories, oak woodland surveys, and tree health assessments, including macrolevel visual health assessments, microbial and fungal diagnoses, and analyses of soil composition and quality. They have developed street tree plans, oak tree mitigation and monitoring plans, habitat restoration plans for oak woodlands, and tree inventory and preservation plans in support of project permitting. Finally, they have implemented numerous mitigation and monitoring programs that included arboricultural components, habitat restoration efforts, native plant landscaping, and tree planting and care.

SWCA’s arborists have conducted numerous surveys throughout California for tentative tract maps, parcel maps, and other types of projects. During these surveys, trees are tagged and numbered, and data collected for each tree includes species, height, diameter, canopy spread, physical condition, suggested treatment, and rating, and locations are mapped using Global Positioning System (GPS) devices.

NATURAL RESOURCES SERVICES

SWCA’s California team of biologists includes top scientists, restoration ecologists, and arborists in their fields, respected by their peers and natural resource agency personnel alike. SWCA has a solid understanding of the work required for VMPs, and we have worked on similar vegetation removal projects. SWCA recently prepared Initial Study/Mitigated Negative Declarations (IS/MNDs) for four California Pacific Gas & Electric Company (PG&E) vegetation removal projects—two in San Luis Obispo County and one each in Half Moon Bay and San Benito County. Details for these projects have been provided in **Section B, Relevant Projects**.

In addition, our biologists have extensive project experience, including conducting siting, alternatives, and constraints analyses; recording and documenting pre-project existing biological conditions; conducting wetland and waters delineations; and developing and implementing specialized studies, mitigation and monitoring plans, and environmental compliance programs.

SWCA biologists have a thorough understanding of the diverse ecological systems and processes within the San Francisco Bay region, as well as its many sensitive natural resources, including jurisdictional and sensitive habitats, rare plants and wildlife species, wetland and water resources, and urban forests and native woodlands. Additionally, we are experts in the laws, regulations, and ordinances that protect sensitive natural resources, as well as the associated agency consultation, permitting, and compliance processes.

TESTIMONIAL

“We have already recommended SWCA to colleagues. Thank you for producing a great product for us!”

*Jenny Hall
Josephine County Emergency Manager
Rogue Valley Integrated Fire Plan
August 2017*

Vegetation Management

Since 2008, SWCA has been involved in post-fire restoration projects and continues to assist both public and private partners with post-fire recovery and rehabilitation. We frequently work with federal, state, and local governments as well as private landowners on wildfire planning and restoration projects, from helping to secure funding, to assessment of post-fire vegetation recovery, engineering plans for erosion control and hydrological processes, and recommended actions such as vegetation management for infrastructure protection. SWCA can also provide extensive pre-fire planning services that utilize fire behavior modeling and geomorphological modeling to identify natural resources and infrastructure that would be vulnerable to extreme fire behavior. This modeling process can be used to develop mitigation measures and vegetation management strategies to improve overall resiliency to fire and pre-planning to enhance post-fire response.

SWCA encourages accurate preconstruction vegetation evaluations for many of our projects. There are many reasons why these upfront efforts can reduce long-term project costs, including providing a basis for project design and restoration planning, identifying an accurate baseline for stormwater management permit closure following project completion, and characterizing preconstruction conditions on third-party property for the purposes of landowner negotiation, to name a few. In SWCA's experience, one size does not fit all for these efforts—while vegetative cover analysis for the purposes of stormwater permit closure can be effectively approximated using rapid field techniques, we may recommend more detailed, robust methods for other matters such as U.S. Army Corps of Engineers (USACE) Section 404 restoration area monitoring or when working on a demanding land owner's property.



SWCA constructed a ramp to skid vegetation over a creek without heavy equipment.

SWCA's restoration specialists also regularly develop habitat restoration plans that provide specifications that can be implemented by contractors to meet project pre-planning, restoration, or mitigation requirements. These plans will typically include details for vegetation management and removal, grading, soil nutrient and preparation requirements, seed mix and live plant material lists, plant and erosion control installation, irrigation, and monitoring and maintenance activities. We have developed these plans for restoration projects that were required by USACE Section 404 permits, federal land leasing agencies, parks and open space districts, towns, and private property owners. We have qualified field technicians with experience observing restoration and mitigation project implementation who are available to provide services during construction/vegetation management activities. And, following construction, we are frequently asked to conduct post-construction monitoring and reporting. In addition, SWCA restoration specialists work with project proponents to identify long-term maintenance and monitoring programs that will meet the goals of individual vegetation management projects.

Restoration and Conservation

SWCA has successfully developed mitigation, habitat restoration design, and environmental compliance programs for projects ranging in size from single-repair actions to multi-year, multi-million-dollar contracts. Our services include working with regulatory agencies and construction contractors to identify and understand the critical path timelines for environmental elements of projects, ensure environmental compliance of project designs, provide environmental training and education for construction crews, and coordinate and monitor the environmental commitments and mitigation measures as the project is implemented.

Our team also includes specialists who develop mitigation and monitoring plans for jurisdictional habitats and special-status species, plan and implement habitat restoration efforts in upland, riparian, and bayfront ecosystems; and coordinate land acquisition efforts within agency-approved conservation and restoration sites. In addition, SWCA is an industry-recognized expert at wetlands and waters of the U.S. restoration and permitting activities. We have

performed wetland and waterway delineations and successfully worked with various stakeholder groups including counties, regulatory agencies, non-governmental organizations, and private investors (e.g., mitigation bankers) to establish mitigation banks, restoration sites, and permittee-responsible mitigation sites throughout California.

CEQA AND NEPA SERVICES

SWCA excels at preparing objective, technically compliant, legally defensible, and clearly written environmental documents to enable approval and speedy implementation of both public and private projects. Our experienced staff have completed hundreds of CEQA documents, including EIRs, IS/MNDs, Mitigation Monitoring and Reporting Programs (MMRPs), and CEQA findings. NEPA documents completed by our local staff include Environmental Impact Statements (EISs), Environmental Assessments (EAs), Records of Decision (RODs), Finding of No Significant Impact (FONSI) decision documents, and Preliminary EA Reports. Our local team is supplemented, as needed, by our company's readily available team of NEPA experts.

SWCA professionals have managed, written, and produced CEQA and NEPA documentation for projects of all types and sizes. Projects have included general and specific plan amendments; area plans; residential, commercial, mixed-use, and industrial land development; wineries; parks and open space; mining; water resources; telecommunication projects; energy production and distribution; transportation; pipelines, fiber optic cables, and other linear projects; landfills; and natural resources management plans. In addition to preparing entire CEQA and NEPA documents, SWCA has the qualifications and experience to:

- Prepare key technical sections of CEQA and NEPA documents;
- Conduct strategic third-party review of CEQA documents prepared by others;
- Comprehensively administer the CEQA process for agencies needing additional staff resources, including staff reports and presentations; and
- Prepare and implement mitigation monitoring and reporting programs.

SWCA has extensive experience providing CEQA services to numerous Bay Area jurisdictions, including the City and County of San Francisco, City of Vallejo, City of Concord, County of San Mateo, City of Half Moon Bay, and City of South San Francisco. SWCA has also provided other environmental consulting services (e.g., biological and cultural surveys and compliance monitoring) primarily for utility clients for numerous projects located within Santa Clara County. As previously mentioned, SWCA was contracted by the Santa Clara County Fire Department to prepare the County's CWPP in 2016. Given this extensive local and regional experience, SWCA has unsurpassed knowledge of and familiarity with all aspects of environmental review and procedures required by CEQA, as well as many of the challenges facing the Town with respect to environmental review. SWCA is committed to objective, thorough analyses and takes a strategic approach to ensure maximum flexibility through the planning and approval process.

FACILITATION AND PUBLIC INVOLVEMENT

SWCA also provides community relations, facilitation, and public involvement services, either as part of the CEQA or NEPA process, or as stand-alone services. In today’s climate of environmental awareness, our clients deal with increasingly complex issues that require integration of science and planning, and often involve a variety of groups with diverse interests.

Our experts can help navigate the complexities of engaging the public. We can also prepare PowerPoint presentations and speaker outlines for planning staff to use during public hearings. Our project managers have facilitated public informational and scoping meetings, coordinated and participated in interagency and focused resource agency meetings, contributed to project outreach and workshop efforts, presented information and responded to questions during formal public hearings, and provided agency staff support by providing written and verbal responses to public comments during the hearing process. SWCA staff are here to help in any way to assist with providing information to the public for a robust and thoughtful public participation process.



Public meeting hosted by SWCA for a CWPP in Santa Clara County, California

SUBCONSULTANTS

GEO ELEMENTS



Geo Elements, LLC is a wildland fire and fuels consulting business. Based in Leeds, Utah, Carol Henson founded Geo Elements, LLC in October 2009, after retiring with almost 30 years of wildland fire and fuels management experience. Geo Elements consists of a team of wildland fire professionals who have extensive on-the-ground experience in all aspects of wildland fire and fuels management throughout the western United States. Their goal is to develop practical solutions for complex issues involving the wildfire environment. These solutions are based on science and the best available technology to assess each situation and address the specific needs of their clients.

JOHN JUSTICE

John Justice is the former Deputy Chief of Fire Prevention at the Santa Clara County Fire Department. He will serve as a local technical expert and community liaison, providing oversight, helping to identify partners and stakeholders, and providing quality control for the final VMP. A trusted figure in the community who has been directly involved with past fire prevention planning efforts in the area, Mr. Justice will help the SWCA team address community concerns and develop wildfire risk mitigation strategies within the town. SWCA worked closely with Mr. Justice in the development of the Santa Clara County CWPP in 2016.

B. RELEVANT PROJECTS

SWCA ENVIRONMENTAL CONSULTANTS

SANTA CLARA COUNTY COMMUNITY WILDFIRE PROTECTION PLAN

SANTA CLARA COUNTY FIRE DEPARTMENT

Contact: Brian Glass, Assistant Fire Chief	Phone: Office: 408.378.4010
Address: 14700 Winchester Boulevard, Los Gatos, CA 95032	Email: brian.glass@sccfd.org



SWCA developed a CWPP and California Department of Forestry and Fire Protection (CAL FIRE) Unit Plan for Santa Clara County, and prepared a comprehensive risk/hazard analysis to identify priority areas for wildfire mitigation and prevention. We facilitated multiple community and agency workshops to gather input on fuel reduction and other mitigation projects across multiple jurisdictions. We also completed WUI assessments to analyze structural ignitability and evacuation concerns.

CITY OF HALF MOON BAY COASTAL VEGETATION MAINTENANCE SERVICES INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

CITY OF HALF MOON BAY

Contact: Douglas Garrison, Senior Planner	Phone: 650.712.5836
Address: 501 Main Street, Half Moon Bay, CA 94019	Email: dgarrison@hmbcity.com



SWCA is preparing an IS/MND pertaining to the issuance of a Coastal Development Permit to support vegetation maintenance (e.g., removing trees and brush) within PG&E’s existing rights-of-way (ROW) that contain a high-pressure natural gas transmission pipeline within Half Moon Bay. Vegetation maintenance activities will improve emergency access and allow for routine leak surveys, which are necessary to maintain natural gas pipeline integrity.

GREENBELT FUEL REDUCTION INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

CITY OF MONTEREY

Contact: Kimberly Cole, Community Development Director* **Phone:** 831.646.3885
Address: 580 Pacific Street, Monterey, CA 93940 **Email:** kcole@monterey.org

* Ms. Cole is listed here because the original contact, Elizabeth Caraker, is no long with the City of Monterey.



SWCA worked with the City of Monterey Public Works Department, Planning Department, and Fire Department to develop a fuel reduction plan that included methods for vegetation removal and thinning, elimination and disposal of removed fuel, access for crews and vehicles, staging areas, and environmental sensitivity training for crews. SWCA prepared an IS/MND, which included a comprehensive analysis of potential environmental effects and mitigation options and examination of project consistency with existing zoning, plans, and applicable land use controls.

NATIONAL PARK SERVICE FMP NEPA BLANKET PURCHASE AGREEMENT

NATIONAL PARK SERVICE

Contact: Becky Brooks, National Fire Planner, U.S. Fish and Wildlife & National Park Service **Phone:** 208.387.5345
Address: National Interagency Fire Center, 3833 S. Development Avenue, Boise, ID 83705 **Email:** becky_brooks@fws.gov



SWCA was selected to develop EAs in support of revised FMPs for multiple parks across the United States. The separate task orders span from 2012 to present and include the Appalachian National Scenic Trail, Jean Laffite National Historical Park and Preserve, 13 National Park Units of the Utah Group Parks, Salinas Pueblo Missions National Monument, Cumberland Gap National Historical Park, Chickamauga and Chattanooga National Military Park, Olympic National Park, and Devils Post Pile National Monument. SWCA’s tasks included internal and public scoping, all NEPA compliance, and development of FMPs or Spatial FMPs that address all wildfire and fire prevention actions.

PG&E GAS PIPELINE 306 VEGETATION MANAGEMENT PROJECT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

COUNTY OF SAN LUIS OBISPO

Contact: Kate Shea, Supervising Planner **Phone:** 805.781.4097
Address: Department of Planning and Building; 655 Capistrano Ave, Atascadero, CA 93422 **Email:** kbshea@co.slo.ca.us



SWCA was retained by the County of San Luis Obispo in March 2018 to prepare an IS/MND for the PG&E Gas Pipeline 306 Vegetation Management Project. The project would allow PG&E to perform vegetation maintenance within PG&E’s existing ROW in three areas that contained high-pressure natural gas pipelines. The project included a minor use/coastal development permit within the coastal zone of the county near the city of Morro Bay.

SWCA prepared an IS/MND analyzing information provided by PG&E and the County of San Luis Obispo, including coastal zone permit application materials, site plans, cultural and biological resources technical reports, previous agency consultation for the project, past studies

conducted at project sites, and other supporting document information. In coordination with the County of San Luis Obispo and consistent with CEQA requirements, the IS/MND and supporting analysis specifically addressed comments and questions previously raised by PG&E. SWCA completed the draft IS/MND, which was then reviewed and finalized by the County of San Luis Obispo.

This project demonstrated SWCA’s ability to work closely with the County of San Luis Obispo on key issues during the environmental review while addressing specific concerns by PG&E. This project was completed within the original budget and on schedule and received permit approval.

PG&E GAS PIPELINE 300A/B VEGETATION MANAGEMENT PROJECT AND INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

PACIFIC GAS & ELECTRIC COMPANY		
Contact:	Vick Germany, Senior Land Planner	Phone: 925.328.5176
Address:	6111 Bollinger Canyon Road, 3d Floor; Mail Code BR1Y3A; San Ramon, CA 94583	Email: V1G6@pge.com



SWCA was retained by PG&E to provide biological documentation support and an IS/MND for the Line 300A/B Vegetation Management Project. The project included approximately 18 acres of vegetation removal along 25 miles of natural gas transmission line ROW in rural San Benito County. SWCA prepared an IS/MND on behalf of the California Department of Fish and Wildlife (CDFW), as the CEQA lead agency. As part of this process, SWCA worked very closely with PG&E and CDFW in the development of mitigation measures to reduce biological resources impacts yet allow construction to proceed as planned.

SWCA also prepared biological assessments for special-status species such as San Joaquin kit fox, California red-legged frog, California tiger salamander, San Joaquin antelope squirrel, golden eagle, and rare plants. Reports included suggestions on constructability to avoid potential sensitive resources, an analysis of recommended environmental permits, and suggestions for further biological studies and surveys.

The SWCA team prepared an early evaluation for San Joaquin kit fox (federally endangered and state threatened) conforming to the methods outlined by the U.S. Fish and Wildlife Service (USFWS). A desktop review was conducted to identify records of kit fox within 10 miles of the project. Reconnaissance-level field surveys were performed identifying vegetation communities and potential kit fox habitat features. Although no evidence of kit fox was observed during the reconnaissance surveys, it was determined that kit fox have potential to occur within the project area based on the presence of suitable habitat and known occurrences in the project vicinity. SWCA (in conjunction with Biosearch biologists) developed a feasible mitigation plan in order to avoid significant impacts to kit fox.

In addition to the biological constraints review and kit fox evaluation, SWCA assisted PG&E in the development of a CDFW Section 1600 Lake and Streambed Alteration Agreement (LSAA) and development of a mitigation plan for the LSAA.

PG&E PIPELINE PATHWAYS VEGETATION MANAGEMENT PROGRAM ENVIRONMENTAL SUPPORT

PACIFIC GAS & ELECTRIC COMPANY

Contact: Dustin Joseph, Supervisor for Gas Transmission Projects	Phone: 925.415.6890
Address: 6111 Bollinger Canyon Road, Third Floor, San Ramon, CA 94583	Email: D1J4@pge.com



SWCA was retained by PG&E to provide environmental support for PG&E’s Vegetation Management program throughout the PG&E Central Coast region. In support of the Vegetation Management program, SWCA has prepared CEQA documents and environmental permits (e.g., CDFW Section 1602), and provided agency consultation (e.g., USFWS, CDFW) regarding potential impacts to special-status species, wetlands, and sensitive habitats. SWCA has also provided project environmental review for over 50 Vegetation Management projects; each project included desktop review, field habitat assessments, and preparation of a constraints report detailing potential impacts to special-status species, an

assessment of potential resource permits required, and suggested avoidance and minimization measures (AMMs). SWCA provided environmental review for five projects in the Crystal Springs watershed, including impact assessments for special-status wildlife (e.g., California red-legged frog, San Francisco dusky-footed woodrat) and special-status plants (e.g., Marin western flax, fountain thistle, San Mateo thorn-mint). SWCA also conducted preconstruction special-status species surveys, including nesting bird surveys, rare plant surveys, and biological monitoring, during vegetation management activities.

These fast-paced projects required the effective management of a range of activities and workflows and the ability to accurately determine priorities against a large number of pending deliverables. SWCA was able to isolate items with long lead times and submit applications and requests in advance to keep the work progressing and the project on-schedule. SWCA was also able to scope as-needed work in units so that the client could accurately forecast expenditures.

POPE AND HARDIN COUNTY COMMUNITY WILDFIRE PROTECTION PLANS

POPE COUNTY AND HARDIN COUNTIES, ILLINOIS

Contact: Scott Crist, Fire Management Officer, USFS – Shawnee NF, IL	Phone: 618.253.1032
Address: Shawnee National Forest, 50 Highway 145 South, Harrisburg, IL 62946	Email: scott.w.crist@usda.gov



In 2016, SWCA completed a comprehensive CWPP to assist Pope County in reducing the risk of catastrophic wildfire to rural communities. Due to the success of that project, in 2019, SWCA was retained to complete the CWPP for adjacent Hardin County. These counties comprised large areas of National Forest with active forest management and prescribed fire

programs.

Each Core Team was made up of a wide variety of stakeholders, including federal, state, and local agencies and private landowners. Creating the CWPPs involved a collaborative effort that identified and

TESTIMONIAL

“Victoria Amato and the entire [SWCA] team provided excellent service. The team was professional and timely. The final plan looks great!”

Sarah Farmer
Southeastern Illinois Regional Planning and
Development Commission
Popo County CWPP, November 2016

prioritized areas for hazardous fuels reduction and recommended realistic measures that homeowners and communities could take to reduce the ignitability of structures throughout the area. During the planning process, SWCA facilitated a series of public meetings to gain valuable insight on each community’s needs. Existing GIS datasets were integrated to develop a risk assessment framework for the vegetated lands and developed communities within the project areas. The CWPPs were developed to align with the goals of the National Cohesive Wildland Fire Management Strategy (CWS). Our approach provided Pope and Hardin Counties with effective CWPPs that have already been used to secure funding for home hazard assessments, vegetation management projects and resources to bolster wildfire response.

VALENCIA COUNTY COMMUNITY WILDFIRE PROTECTION PLAN

VALENCIA COUNTY			
Contact:	Rob Barr, Wildland Captain, Valencia County, New Mexico	Phone:	505.620.6045
Address:	444 Luna Ave SE, Los Lunas, NM 87031	Email:	rob.barr@co.valencia.nm.us



SWCA worked with the communities of Valencia County, New Mexico, to develop a County-level CWPP that would serve to protect the people, infrastructure, and natural resources of the Rio Grande Valley, including the municipalities of Los Lunas and Belen and the Pueblo of Isleta, from catastrophic wildfire. The CWPP involved considerable public input through organized meetings and attendance at public events.

Work on the Valencia County CWPP integrated existing GIS datasets to develop a risk assessment framework for the forested, agricultural, riparian, and developed communities within the project area.

The Core Team was made up of a wide variety of stakeholders, including federal, state, and local agencies; soil and water conservation districts; environmental advocacy groups; homeowner associations; tribes; and private landowners. Valencia County has successfully used the CWPP to secure funding to develop a community-focused homeowner guide, expand their wildfire program, and initiate a program for individual wildfire hazard assessments. SWCA was retained to update the Valencia County CWPP in 2017/2018, which was revised to align with the goals of the CWS.

TESTIMONIAL

“I would recommend SWCA for developing a working document you can use to meet additional goals and needs in your community regarding WUI issues.”

*Rob Barr, Wildland Captain, Valencia County
Fire Department,
Valencia County CWPP 2012 and
2017 Update*

TORRANCE COUNTY AND CLAUNCH-PINTO SOIL WATER CONSERVANCY DISTRICT COMMUNITY WILDFIRE PROTECTION PLAN UPDATES

TORRANCE COUNTY AND CLAUNCH-PINTO SOIL WATER CONSERVANCY DISTRICT

Contact: Dierdre Tarr, District Manager, Claunch Pinto Soil and Water Conservation District, Torrance County NM **Phone:** 505.847.2243
Address: 1206 South Highway 55, PO Box 129, Mountainair, NM 87036 **Email:** dierdre.tarr@nm.nacdnet.net



Our team prepared two comprehensive collaborative plans that assisted government agencies and communities on the eastern slope of the Manzano Mountains and rural lowlands of Torrance County, New Mexico. The plans included both television and newspaper media exposure and involved a tight, rigorous schedule. This was a controversial planning effort for the community and was a collaborative process.

The CWPP received considerable community and Core Team involvement, with more than 50 people included in the Core Team, more than 100 residents in attendance at public meetings, and more than 150 surveys submitted. The plan also provided the involved communities and the Claunch-Pinto Soil and Water Conservation District with the opportunity to receive future funding for wildfire and WUI mitigation, covering thousands of acres of high-risk areas. This project demonstrates our experience with organizing and facilitating consensus-based planning with diverse stakeholders. SWCA was retained to complete the 5-year CWPP updates.

The Torrance County and Claunch-Pinto Soil Water Conservancy District CWPP that SWCA produced is included in the National Database of State and Local Wildfire Hazard Mitigation Programs as an exemplary CWPP.

TESTIMONIAL

“The [CWPP] meetings were not without controversy, but the SWCA staff handled these meetings very professionally. We received excellent public feedback from all of these meetings.”

*Dierdre Tarr, District Manager,
Claunch-Pinto Soil and Water
Conservation District,
Claunch-Pinto CWPP 2008 and 2016 Update*

AMERICAN RIVER PARKWAY NATURAL RESOURCES MANAGEMENT PLAN

SACRAMENTO COUNTY REGIONAL PARKS

Contact: Liz Bellas, Director **Phone:** 916.875.5925
Address: 10361 Rockingham Drive, Suite 100, Sacramento, CA 95827 **Email:** bellase@saccounty.net



Image courtesy of pxhere.com

Prior to joining SWCA, Mark Brandi and Laura Moran helped the County of Sacramento Regional Parks Department to develop a comprehensive Natural Resources Management Plan (NRMP) for the entire 23-mile American River Parkway in Sacramento County.

Development of the NRMP included extensive data acquisition and review, development of a comprehensive GIS database to track and update the spatial distribution of resources along the river, and mitigation measures to reduce potential impacts to the regionally significant resources of the parkway, including recreation overuse and wildfire risks. Our staff also worked with the Parks Department to streamline the NEPA/CEQA environmental review and permitting process, and to develop a robust public outreach process to engage the local community and stakeholders in the preservation and enhancement of the

parkway. The NRMP document was organized around Biological Resources, Cultural Resources, and Human Resources, and was closely coordinated with other concurrent planning efforts along the river.

BEAR CREEK REDWOODS VEGETATION MANAGEMENT PLANS

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT			
Contact:	Coty Sifuentes-Winter, Integrated Pest Management Coordinator	Phone:	650.691.1200
Address:	330 Distel Circle, Los Altos, CA 94022	Email:	csifuentes@openspace.org



Image by Flickr user Mahmoud Hashemi

Prior to joining SWCA, members of our team, including Mr. Brandi, Ms. Moran, and Lauren Huff, assisted the Midpeninsula Regional Open Space District is undertaking planning studies to open the Bear Creek Redwoods Open Space Preserve just outside of Los Gatos. This work included mapping infestations of invasive plants that would need to be controlled before the preserve was opened and devising an Integrated Pest Management Plan to establish long-term management strategies to control nonnative species and limit fire danger within the preserve. The mapping and Integrated Pest Management (IPM) support were successfully completed by our staff under tight schedule and budget constraints. In addition, our staff assisted the District with a western pond turtle Mitigation and

Management Plan to protect important breeding and nesting habitat adjacent to planned public access areas within the preserve.

OCEANO DUNES HABITAT CONSERVATION PLAN

Contact:	Ronnie Glick, Environmental Scientist, California State Parks	Phone:	(805) 773-7170
Address:	340 James Way, Suite 270, Pismo Beach, CA 93449-2894	Email:	ronnie.glick@parks.ca.gov



Prior to joining SWCA, members of our team, including Ms. Moran and Ms. Huff, worked with the California Department of Parks and Recreation (State Parks) to formulate a strategy to resolve conflicts between the presence of endangered species and recreation within the approximately 5,000-acre Oceano Dunes District in San Luis Obispo County. A Habitat Conservation Plan (HCP) and NEPA/CEQA document were chosen as the best permitting vehicle. The District’s park encompasses a large section of the central California coastline, watersheds, and upland terrestrial environments. State Parks’ mission is to provide protection for California’s natural resources, while providing recreational access to the parks. The

HCP balances these two objectives by developing sound management strategies for the covered species, including the western snowy plover, California least tern, California red-legged frog, tidewater goby, and six listed plant species. Services provided include habitat conservation planning at the federal and state level, NEPA/CEQA environmental permitting, and public outreach. The project requires ongoing consultation with the USFWS and CDFW.

GEO ELEMENTS

Geo Elements specializes in the preparation of CWPPs, Wildland Fire Assessments, Wildland Fire Decision Support Systems (WFDSSs), wildland fire and fuels mitigation strategy development, and development of Cooperative Fire Protection Agreements at the state and local levels. The following includes relevant deliverables and services that members of the Geo Elements, LLC team have provided:

- City of Santa Rosa CWPP (submitted draft CWPP, awaiting approval)
- Consultation with Conejo Recreation and Parks Department on fire recovery and rehabilitation efforts, Thousand Oaks, CA (January 2019)
- A Socio-Ecological Approach to Mitigating Wildfire Vulnerability in the Wildland Urban Interface: A Case Study from the 2017 Thomas Fire, Fire 2019
- A Retrospective Study of Montecito Fire Protection District's Wildland Fire Program during the 2017 Thomas Fire and a CWPP Amendment, Montecito Fire Protection District, CA (October 2018/March 2019)
- Wildland fire technical analysis for the Eastern Goleta Valley/San Marcos Pass Mountainous Communities Community Wildfire Protection Plan, Santa Barbara County, CA (March 2019)
- Fire and Weather Analyses for Fire Danger Operating Plans, California State Office, Bureau of Land Management (June 2016)
- City of Dunsmuir Community Wildfire Protection Plan, Dunsmuir, CA (May 2016)
- Montecito Community Wildfire Protection Plan (February 2016)
- Proposed Coolwater-Lugo Transmission Line, Wildland Fire Assessment—Aspen Environmental Group (2015)
- City of La Verne Community Wildfire Protection Plan (February 2014)
- Management Environmental Review Project Description, City of Goleta Community Wildfire Protection Plan and Butterfly Habitat Plan (October 2013)
- Barry Point Fire Retrospective and Lessons Learned – Winema-Fremont National Forest (February 2013)
- Sevier County Community Wildfire Protection Plans (4) – Acord Lake/Salina Creek, Monroe Mtn/Cove Mtn, Fishlake Basin, and Sevier/Clear Creek/Pahvant (August 2012)
- Revision of Santa Monica Mountain Communities Wildfire Protection Plan (April 2012)
- City of Goleta Community Wildfire Protection Plan (March 2012)
- A Synthesis of Fuel Moisture Collection Methods and Equipment: a Desk and Field Guide, Authors Sue Zahn and Carol Henson (March 2011)
- Wildland Fire Hazard Assessments for Castle Crags State Park and McArthur-Burney Falls State Park, California State Parks and Recreation (March 2010)
- Integrated Wildland Fire Management Plan for Nellis Air Force Base and Nevada Test & Training Range (August 2009)
- A Fire Behavior Analysis to Evaluate Clearance Requirements Around Structures in Ventura County, CA, Poster Session, 2nd Fire Behavior and Fuels Conference (March 2007)
- Validation of 100-Foot Clearance Requirement as it relates to Firefighter Safety, Ventura County Fire Department (2006)
- Rapid-Response Fire Behavior Research and Real-Time Monitoring, Fire Management Today (Summer 2005)
- Real-Time Evaluation of Effects of Fuel-Treatments and Other Previous Land Management Activities on Fire Behavior, Joint Fire Sciences, co-author and fire operations lead (September 2004)
- Santa Anita Canyon Fire Behavior Assessment, Angeles National Forest (September 2004)
- San Bernardino National Forest Fire Behavior and Fuels Assessments, multiple communities within and adjacent to the forest (2003 and 2004)
- Wildland Fuels Management Strategy, Shasta-Trinity National Forest's Forest Fire Management Plan
- Hazard/Risk Assessment for the Trinity Alps Wilderness Fire Restriction Policy, Shasta Trinity National Forest

C. RESUMES

SWCA's **Project Manager Mark Brandi** has nearly 20 years of experience in environmental consulting and landscape architecture and specializes in balancing natural resources with built environments. Mr. Brandi will be supported by **Deputy Project Manager Lauren Huff** and **Natural Resources Lead Laura Moran**, who has decades of experience managing CEQA and NEPA projects for varying agencies throughout California.

SWCA's team also includes a fire resources team including **Fire Ecologists Vicky Amato**—who has a diverse background in fire planning, having worked as Project Manager on the Santa Clara County CWPP and numerous hazardous fuels reduction projects across the West—and **Ari Porter**—who has authored sections for CWPPs and has extensive experience with statistical modeling, geospatial modeling, and analysis using GIS. Lending her experience to the team is **Fire Behavior Modeling Specialist Anne Russell**, the lead GIS specialist for the Santa Clara County CWPP, where she mapped the entire project area and maintained spatial datasets used for analyses and reporting. Ms. Russell has produced wildfire risk assessments for over 30 CWPPs across the country. We also have an International Society of Arboriculture (ISA)-certified **Arborist Erich Schickenberg** on staff, whose experience includes special-status plant surveys, native seed collection, restoration planting, and vegetation community mapping. **Cultural Resources Lead Leroy Laurie** will oversee the cultural resources records review and will contribute to the NEPA/CEQA analysis.

SWCA is joined by two teaming partners who have a strong local presence and extensive experience with fire and fuels management programs—**Carol Henson of Geo Elements, LLC**, and former **Deputy Chief of Fire Prevention for Santa Clara County John Justice**. Ms. Henson has extensive experience in authoring CWPPs and FMPs, providing public prevention education, developing hazardous fuel treatment strategies, writing burn plans, implementing fuel treatment projects, and providing wildland fire and fuels training. Mr. Justice is a prominent figure in the local community and will assist the SWCA team in addressing community concerns and developing wildfire risk mitigation strategies within the town.

Staff resumes are included as **Appendix A**.

C-1. PROJECT LEAD AND AVAILABILITY

MARK BRANDI, PROJECT MANAGER

Mr. Brandi is a landscape architect and restoration ecologist with nearly two decades of experience in landscape architecture and environmental consulting. His professional practice has focused on balancing conservation and development as well as designing landscapes in the context of surrounding ecological systems. Mr. Brandi's primary responsibilities include project management, public outreach, planning and design, and environmental permitting for a wide array of landscape architecture and environmental design projects. These projects include the restoration and management of landscapes and ecosystems, the design of parks and open spaces, and the integration of public access improvements into sensitive habitats. His recent wildland management and fire prevention planning work has included the development of an NRMP for the American River Parkway in Sacramento County, an Invasive Species and Integrated Pest Management Plan for the Bear Creek Redwoods Open Space Preserve outside of Los Gatos, and a firesafe landscape plan for the Lake Chabot Regional Park Campus Modernization Project in Castro Valley.

In addition to our highly qualified project manager, SWCA has more than 30 employees in the Bay Area and 175 employees across California who can mobilize quickly to provide additional services as needed.

Table 1. Staff Availability. Given SWCA’s experience, we feel confident that estimated allocations of staff are as accurate as possible and demonstrate our commitment to completion of a successful project.

STAFF MEMBER AND TITLE	% AVAILABILITY
Megan Peterson, Principal-in-Charge / Quality Control/Quality Assurance (QA/QC)	10%
Mark Brandi, Project Manager	60%
Lauren Huff, Deputy Project Manager	60%
Vicky Amato, Fire Ecologist	40%
Ariana Porter, Fire Ecologist	50%
Anne Russell, Fire Behavior Modeling Specialist	20%
Laura Moran, Natural Resource Team Lead	30%
Jessie Henderson-McBean, Biologist	60%
Erich Schickenberg, Arborist	60%
Leroy Laurie, Cultural Resources Lead	15%
Juliet Bolding, Environmental Planner	60%
Anna Belk, GIS Specialist	50%
Jennifer Torre, Project Controller	10%
Carol Henson, Fuel Management Specialist Geo Elements	40%
John Justice, Local Technical Expert Former Deputy Chief of Fire Prevention for Santa Clara County	40%

D-1–5. PROJECT APPROACH

A significant portion of Los Gatos falls within the WUI area; therefore, the Town is seeking a qualified environmental services firm to advance the Town’s efforts in reducing wildfire hazards by preparing a VMP that outlines a framework for managing hazardous fuel loads and vegetation. Given the ongoing wildfire-related risks facing California, SWCA is acutely interested in assisting the Town with the preparation of their VMP, NEPA/CEQA environmental review, and associated stakeholder and public outreach efforts for this very important wildfire project. SWCA will assist the Town in developing “project-ready” prescriptions for wildfire risk reduction around the WUI interface. Having developed numerous CWPPs, including the Santa Clara County CWPP, our SWCA team is well equipped to help the Town with the development of a VMP that will prioritize the treatment of wildfire hazard and identify the needed mitigation measures to protect environmental resources. Through a collaborative process that engages the public and stakeholders, the SWCA team will assess and assign priorities for fuel reduction and provide the Town with projects and prescriptions that are NEPA and CEQA compliant.

D-0. ROADWAY VEGETATION MANAGEMENT

In order to address the immediate needs of the Town and begin vegetation management as soon as possible before the peak fire season of 2020, SWCA will work with the Parks and Public Works Department to expedite and fast-track vegetation maintenance along the WUI roadways identified on Figure 2 of the Request for Proposals. These roadways were identified as being of ‘High Concern’ to hillside residents due to the potential for entrapment during an emergency evacuation in the event of a wildfire in the area.

This initial phase of the project will incorporate various aspects of the subsequent phases of the project described below. SWCA will therefore make every effort to complete this initial phase of the project under the existing cost proposal for the overall project, but will notify the Town if any out of scope work will require a budget augmentation to complete the following tasks:

- Conduct a preliminary review of the Town roadways and identify primary and secondary evacuation routes and other priority locations for vegetation maintenance and clearing. This effort may include an initial site visit by our biologists and arborists to evaluate the current conditions along these high priority roadways.
- Develop a concise project description of the proposed roadway work and evaluate the potential for the work to qualify for a Statutory Exemption (SE) / Categorical Exemption (CE) under the California Environmental Quality Act. Given that FEMA funding will not be used for the roadway work, it is assumed that this initial work will not require NEPA clearance.
- Prepare and submit a concise memorandum that describes how the roadway work qualifies for the SE/CE and an associated Notice of Exemption (NOE) under CEQA. This documentation will establish that no further environmental review is required for the immediate vegetation management along the Town roadways. If the Town chooses to file the NOE it will be subject to a 30-day challenge period, though the Town can choose to proceed with the vegetation management during this timeframe at their own discretion. Nesting birds surveys are not currently included in this Scope of Work, but can be covered under a budget augmentation if the roadway work begins prior to the end of nesting bird season in September.
- Conduct targeted outreach to residents along priority roadways, including the preparation of a public notice describing the roadway work and soliciting feedback about proposed treatment measures.
- Work with the Town to prepare a “Roadway Treatment and Maintenance Plan,” a concise treatment and maintenance plan for roadway vegetation work to guide vegetation management activities. This plan will later be incorporated into the overall Vegetation management Plan for the Town.
- Assist the Town with the development of a Request for Proposals (RFP) to select a Contractor to perform the roadway vegetation management work utilizing the Roadway Treatment and Maintenance Plan as specifications within the RFP.

D-1. PROJECT BACKGROUND AND COMPONENTS

D-1.1. REVIEW EXISTING OPEN SPACE AND DEVELOPED PARKLAND

Existing Data Review and Kick-off Meeting

Once the contract is in place, SWCA will review pertinent Town ordinances, policies, plans, and technical studies relevant to the project. SWCA will also review relevant documents and technical studies associated with the Santa Clara County CWPP, including Annex 9 of the document, which includes the town.

SWCA team staff will participate with the Town in one project kick-off meeting. During the kick-off meeting, SWCA team staff will discuss with the Town the goals and objectives for the project, strategies to streamline the project schedule, and the Town’s current maintenance practices (if any). In addition, SWCA understands that early public outreach efforts within the town have been conducted and have shown that the public is very concerned about wildlife risk, especially related to evacuation routes on roads within the town. As a result, SWCA staff will also discuss these public outreach efforts with the Town in more detail, including public input provided on the project to date and critical issues to address as part of the VMP and the NEPA/CEQA process. This task includes attendance by SWCA Natural Resource Team Lead Ms. Moran, SWCA Project Manager Mr. Brandi, SWCA Deputy Project Manager Ms. Huff, Geo

Elements Fuel Management Specialist Ms. Henson, and Deputy Chief of Fire Prevention for Santa Clara County Mr. Justice.

Assumptions

- SWCA assumes the kick-off meeting will occur via conference call due to the most recent coronavirus disease 2019 (COVID-19) guidance for physical distancing. However, we will carefully monitor new guidance daily to determine if a kick-off meeting at the project site is feasible. The scope can be amended to accommodate an on-site kick-off meeting if current COVID-19 guidance permits.
- SWCA assumes no more than 4 hours will be required for the kick-off meeting.

Biological Resources Literature Review

In order to facilitate the development of the VMP and the NEPA/CEQA documents, SWCA will conduct a review of the existing biological resources in the vicinity of the project. An SWCA biologist will review databases and literature that provide information pertaining to sensitive natural resources that could occur on or in the immediate vicinity of the project. SWCA will review resource occurrence records contained within the California Natural Diversity Database (CNDDB) and the California Native Plant Society (CNPS) Rare Plant Inventory for records of species within the project vicinity. Additional database and mapping resources that will be reviewed will include USFWS Information for Planning and Consultation (IPaC) system and critical habitat maps, U.S. Geological Survey (USGS) topographic quadrangle maps, aerial imagery, vegetation and land use mapping, USFWS National Wetland Inventory (NWI) data, surface water data, and U.S. Department of Agriculture Natural Resource Conservation Service (NRCS) Soil Surveys.

Cultural Resources Records Search

To support the findings of the NEPA/CEQA documentation, SWCA will review the existing cultural resources in the vicinity of the project. SWCA will conduct a California Historical Resources Information System (CHRIS) records search of the project area and up to a 0.5-mile buffer at the Northwest Information Center (NWIC) located at Sonoma State University, which houses cultural resources records for Santa Clara County. The primary purpose of the CHRIS records search is to identify any previously recorded cultural resources known to exist within or adjacent to the project area. In addition to the cultural resources inventory records and reports, an examination will be made of historic maps, Determinations of Eligibility listings, the Office of Historic Preservation (OHP)-prepared Historic Property Data File, and any previously conducted cultural studies within the Area of Potential Effects (APE)/project area. The Historic Property Data File contains listings for the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), State Historical Landmarks, local eligibility listings, and California Points of Historical Interest. The records search will also reveal the nature and extent of cultural resources work previously conducted within the project area.

Assumptions

- The potential for cultural resources in the project area is low; therefore, no cultural resources pedestrian surveys will be completed as part of this task.
- A Sacred Lands File Search at the California Native American Heritage Commission (NAHC) will not be required as part of this task due to the low potential for cultural resources in the project area. If this is determined to be necessary during the cultural records search, it can be included under an amended budget.
- SWCA field staff will have full right-of-entry/access to all survey areas.

Reconnaissance Survey

Following the data review, the SWCA team will conduct a reconnaissance-level biological survey in the project area. During the survey effort, an SWCA biologist will map plant communities and habitats, map potentially jurisdictional areas (if present), and identify special-status plant and wildlife species occurrences and suitable habitat, if observed. The location, size, and distribution of resources observed will be mapped using our handheld submeter-accurate

Trimble GPS receivers. As part of this survey, additional SWCA staff will identify fuel characteristics to assign fuel models, as well as document terrain features that could create potentially hazardous conditions in the project area, in the event of a wildfire ignition.

Assumptions

- SWCA assumes up to two SWCA team members will conduct the field survey and the survey will take up to six 8-hour days.
- SWCA assumes the project will not change after initiation of work.
- SWCA field staff will have full right-of-entry/access to all survey areas.
- No jurisdictional delineations will be completed as part of this task.
- No protocol-level species surveys or rare plant surveys will occur under this task. These can be provided under an amended budget.

Cultural Pedestrian Survey (Optional)

If determined to be necessary during the desktop review, SWCA will conduct a cultural resources survey of the direct APE/project area. During the field survey, SWCA archaeologists will conduct an intensive-level survey using pedestrian transects spaced at intervals of 15 meters, covering all exposed portions of the APE/project area. Transect accuracy will be maintained through use of maps, compasses, and handheld submeter-accurate Trimble GPS receivers. In the event cultural resources are discovered, the discoveries will be photo-documented and recorded, and their locations will be mapped using a GPS unit. No artifacts or other materials will be collected during the survey.

D-1.2. DEVELOP VEGETATION MANAGEMENT PLAN

Hazard Assessment Methodology

SWCA developed the wildfire hazard-risk assessment for the Santa Clara County CWPP utilizing robust fire modeling techniques. Annex 9 of the Santa Clara County CWPP includes Los Gatos. Since the time the CWPP was prepared, the fuel conditions in the project area may have changed and therefore SWCA will re-run our fire behavior modeling (utilizing the IFTDSS) to assess potential fire behavior under existing conditions and supplement the earlier risk assessment. In addition, the SWCA team will conduct a GIS analysis to evaluate terrain features, land ownership, ingress and egress, and the area of land within 100 and 300 feet of existing structures (the degree of defensible space). This analysis will identify areas that may be subject to extreme fire behavior when considering weather, fuels, and terrain variables. This assessment will allow for the prioritization of vegetation treatment areas within the project area.

Vegetation Management Plan



Prescribed fire being used to reduce grass loads on public open space land.

The key components to successfully preparing a VMP for the Town will include understanding the existing conditions in the project area (e.g., types and amount of vegetation, adjacency to residential properties, topography, biological resources), understanding the hazard risk in the project area, and engaging the local community for input on their primary concerns. Based on these elements, SWCA, will develop a VMP for the Town to assist them with their efforts to reduce fire hazards within the project area. Given their unique experience in wildland fire, fuels, and risk assessment, SWCA has teamed with Geo Elements to assist with developing a portion of the VMP. We have also teamed with Mr. Justice, the former Deputy Chief of Fire Prevention for Santa Clara County, to provide additional review of the VMP. The VMP will serve to reduce fuel loads and fire ladders within areas that are identified as having

characteristics that increase the risk of wildfire (e.g., highly flammable vegetation, duff, downed trees). The VMP will provide a framework for managing the fuel loads in the project area based on the existing field conditions and the principles of vegetation management for fire hazard reduction. The VMP will identify priority treatment areas based on factors such as proximity to structures, areas along critical access/egress routes, and areas subject to increased ignition potential. The VMP will also identify the best management practices (BMPs) to be implemented during vegetation management activities to reduce or avoid impacts to environmental resources (e.g., biological resources, cultural resources, sensitive receptors) present in the area. The BMPs will, to the extent feasible, be selected to ensure the project impacts can be avoided and/or minimized in order to reduce the costs and time associated with preparing the NEPA/CEQA documents and ensure the project will not require the preparation of an EIS and/or EIR. The VMP will include, at a minimum, the following information:

- An overview and characteristics of each location.
- A plan for ladder fuel reduction.
- A plan for fuel load reduction.
- Specific direction for tree canopy reductions, where necessary.
- Specific plans for addressing invasive species, including plans for removal and for prevention of regrowth.
- Specific strategies to ensure habitat retention.
- Recommendations and options for vegetation removal, including the use of mechanical tools, grazing, and herbicides.
- Recommended methods for fuel disposal, including on-site options and off-site removal.
- Specific plans for soil stabilization to avoid runoff into waterways.
- Recommendations for introduction of native tree and shrub plantings, including recommendations for care.
- Specifications for avoiding introduction of non-native species and disease.
- Identification of optimal work schedule for actual vegetation removal considering environmental constraints.

D-1.3. COMMUNITY ENGAGEMENT

With this project, it will be important for the Town to balance the need for reduced wildfire risk in the project area and protect private property with the desire to protect endangered or sensitive species and other flora and fauna and their habitats and to preserve the aesthetic appearance of the Town-owned open space areas. In addition, early public outreach efforts in the town have indicated that the community is very concerned about wildlife risk, especially related to evacuation routes on roads within the town, and about the schedule for project implementation. For this reason, the

Town will need to foster community input and buy-in for the project. The target audience is expected to include Town and Santa Clara County elected officials, local stakeholder organizations, landowners, immediate neighbors, and general public. SWCA has proven success in building community consensus for wildfire mitigation using a robust public involvement strategy that engages the community and stakeholders in project development. In consultation with the Town, SWCA will identify the target audience and engage interested parties through stakeholder meetings that will be open to the public and advertised using a range of media. SWCA has teamed with Mr. Justice, the former Deputy Chief of Fire Prevention for Santa Clara County, to provide oversight throughout the public outreach process. The Town will benefit from our collaboration with Mr. Justice and from our key staff being located locally and available at short notice.

Due to the proposed timing of the project, SWCA will work with the Town to determine alternatives to conducting in-person community engagement, which may conflict with ongoing COVID-19 meeting/gathering restrictions. SWCA is currently hosting webinar-type Town Council and other public meetings for our clients during the pandemic and can easily convert any of the outreach options listed below to this format. Technology tools we have available include creating a dedicated virtual environment for public engagement, providing secure webinar tools for virtual meetings, creating question and answer (Q&A) forums, and ensuring accessibility with features like live closed captioning during virtual meetings, among others.



Public meeting hosted by SWCA for a CWPP in Santa Clara County.

It is anticipated that public outreach will include, at a minimum, the following items:

- Posting detailed information on the Town’s website.
- Posting information at Town-owned open space trailheads.
- Direct mailing notification and outreach pieces to residents.
- Presenting at community and public meetings.
- Discussing the project at Town Council Meetings.

Engagement Materials

The SWCA team will coordinate with the Town to develop materials/notices, such as meeting notices, postcards, posters for trailheads, and project ideas, for public comment input. All materials will be suitable for posting on the Town’s website and various other media outlets.

Community/Stakeholder Meetings

The SWCA team will assist the Town in facilitating at least two stakeholder meetings to gather comments on the project. We propose to gather the stakeholders for a kick-off meeting to request their participation and data that will facilitate preparation of the VMP. Additional meetings may solicit project ideas, present the draft suite of projects and request prioritization of those projects, and/or present the Final VMP and request support of the required approval bodies. We will provide teleconferencing options to facilitate the greatest attendance for those partners who are unable to attend in person.

Town Council Meeting

The SWCA team will assist the Town in facilitating one Town Council meeting to gather comments on the project and present the VMP goals and objectives.

Online Media

Given the popularity of online social media, SWCA will develop a Facebook profile page to include background information on the project and provide a forum for discussion and questions related to the VMP.

Online Survey (Optional)

Given the potential for ongoing restrictions on gatherings associated with the COVID-19 pandemic, SWCA can also develop an online survey for town residents to provide feedback on the VMP in a virtual format. This survey may include map-based technology that allows residents to identify specific locations in the town that are of particular concern to be addressed in the planning process. While this task is not currently included in this Scope of Work, it can be added to the community engagement plan as needed under a separate scope and fee.

Assumptions

- The Town will be responsible for printing, developing the mailing list, postage, and mailing all notification postcards.
- The Town will be responsible for printing the posters and placing them in the field.
- The Town will take the lead on the presentations associated with the stakeholder and Town Council meetings and SWCA will provide necessary support.
- Only SWCA two team members will attend each meeting.
- SWCA assumes that no more than 2 hours will be required to attend each meeting.

D-1.4. NEPA/CEQA DOCUMENTS

The scope of work associated with the NEPA and CEQA documents is provided under Section D-3.

D-1.5. PROJECT COST ESTIMATES AND PHASING SCHEDULE FOR MITIGATION

Once the VMP has been accepted by the Town, the SWCA team will prepare a detailed work plan and budget broken down by task and phase for each fiscal year to implement the VMP and any project mitigation required. Our arborist, fire hazard experts, and natural resource specialists will build off of the recommendations in the VMP to rank and prioritize fuel reduction activities within the parameters of seasonal habitat restrictions, access, proximity to housing, etc. We will use this information to compile a Multi-Criteria Decision Analysis (MCDA) matrix that identifies multiple project planning criteria, the proposed phasing schedule and associated costs. The MCDA matrix will assist the Town with scheduling and budgeting for vegetation management/fuel reduction in 2020 and into the future.

D-1.6. IMPLEMENTATION RECOMMENDATIONS

Once the VMP and the NEPA/CEQA documents have been completed, SWCA will work with Geo Elements to identify regulatory permitting, including, but not limited to, wildlife, aquatic, and encroachment permits, that may be required to implement the project. As part of this process, we will develop a clear path and timeline to secure any necessary permits. Our team will also support the development of any requests for proposals (RFPs) for implementation of the project by providing guidance on specifications (e.g., permit requirements, environmental monitoring, timing of implementation) for contractual services to conduct vegetation management activities.

D-1.7. DEVELOP ONGOING MAINTENANCE PLAN

Vegetation management and maintenance for fire hazard reduction will be an ongoing, cyclical process. The SWCA team will be prepare a Maintenance Plan based on the dominant vegetation community/land over type (e.g., grassland, brush/scrub, tree/woodland, invasive species). This approach allows vegetation management techniques outlined in the VMP to be selected based on the needs of each management area. The Maintenance Plan will identify specific treatment standards/tasks for each vegetation community/land cover type. Certain vegetation community/land cover types within the project area will not present a wildfire hazard due to high moisture (e.g., wetland) or other noncombustible conditions like impervious surfaces (e.g., urban) and will not be included in the Maintenance Plan. Due to the dynamic nature of vegetation, especially within the project area, maintenance and routine treatment of vegetation is anticipated to be recommended on an annual basis in order to appropriately manage for wildfire hazards. The Maintenance Plan will also include a prioritization of treatment areas, an estimate of labor hours required to achieve each treatment task, and a detailed schedule for the timing of each treatment task during the year.

TESTIMONIAL

“We found SWCA to be a very professional company which accomplished the project on time and within budget, with their overall work quality exceeding our expectations.”

John Pavacic, Executive Director Central Pine Barrens Joint Planning and Policy Commission. Ridge-Manorville-Calverton CWPP, August 2016

D-2. LOS GATOS OPEN SPACE MAPS AND TARGET ROADWAYS

The VMP will cover the town’s 234 acres of open space and undeveloped parks and 11 miles of hillside roadways, as shown in Attachment C of the RFP.

D-3. ENVIRONMENTAL REVIEW AND CLEARANCE METHODOLOGY

D-3.1 PROJECT DESCRIPTION

Early development of a project description is the key to a streamlined environmental review process that meets client schedule and budget goals. SWCA will use information collected and developed in D-1 and other data gathered to formulate an accurate description of the project to support the NEPA/CEQA documents. SWCA will also work closely with the Town to develop a project description that accurately and clearly describes the proposed project and provides a single consistent narrative and quantitative basis for analysis of all environmental topics. SWCA will ensure that data requests to the Town are made at an early stage in the process to ensure the NEPA/CEQA processes remain on schedule. The project description will, at a minimum, including the project’s location and objectives, existing conditions, and implementation/maintenance requirements that have either temporary or permanent impacts. In an effort to reduce the level of NEPA/CEQA analysis required, the project description will include the BMPs, including those provided in the VMP, that avoid and/or minimize impacts to environmental resources. If feasible, additional BMPs will be added to the project description to avoid the need for any mitigation for environmental resource impacts. The project description will be supported with maps, photos, and graphics as appropriate. SWCA will submit the Draft Project Description to the Town (electronic version) for review and comment prior to finalizing the Project Description for incorporation into the NEPA/CEQA documents.

D-3.2 NEPA DOCUMENTATION

It is SWCA’s understanding that the Town applied for federal financial assistance for the project through Federal Emergency Management Agency (FEMA). As a federal agency, FEMA is required to comply with NEPA. Therefore, as part of this task, SWCA will evaluate the impacts of the proposed project on the human environment in accordance with NEPA. As a first step to evaluating the appropriate NEPA document, SWCA will evaluate the possibility of

obtaining a Categorical Exclusion. FEMA has specific Categorical Exclusions under Executive Order 13807. A Categorical Exclusion may also be obtained by incorporating BMPs instead of mitigation, as described in the Project Description task above, to ensure the project will not have a significant effect on the human environment. If these investigations result in a Categorical Exclusion determination, SWCA will proceed with the preparation of a memo report to provide Categorical Exclusion documentation.

If a Categorical Exclusion is not appropriate for the project, SWCA understands that FEMA has prepared the Final Programmatic Environmental Assessment (PEA) for Typical Recurring Actions Resulting from Flood, Earthquake, Fire, Rain, and Wind Disasters in California. Based on our experience with other similar fire management and vegetation management projects in California, it is anticipated that the PEA will adequately address impacts for some resource areas but will not adequately assess all resource areas required for the project. As a result, SWCA assumes that for the project to comply with NEPA, a Supplemental EA (SEA) will be required to tier from the PEA and fully assess the additional impacts to resources not adequately addressed in the PEA. SWCA will prepare the administrative draft SEA and provide it electronically in both Microsoft (MS) Word and Adobe PDF format. SWCA will respond to one round of administrative comment on the SEA and then produce a Public Draft SEA for circulation.

Our approach to NEPA aligns with our CEQA approach as detailed below. Both approaches attempt to streamline the environmental review process and allow for near-term vegetation management activities.

Assumptions

- If a Categorical Exclusion is not available for the project, an SEA will be the appropriate NEPA document.
- The SEA will incorporate the PEA by reference.
- The SEA will be a focused document tiered off the PEA and will not require more than 80 hours to prepare.
- The determination for the NEPA document will be a FONSI; therefore, an EIS will not be required.
- FEMA will be responsible for the posting the Public Draft SEA and reviewing any comments received.
- FEMA will prepare and post the FONSI.

D-3.3 CEQA DOCUMENTATION

The Town, as lead agency, has the ultimate determination on the appropriate CEQA documentation for a potential project. Due to the Town’s desire to begin project implementation in Fall 2020, the SWCA team will first evaluate the potential for the project to qualify for a Statutory Exemption under State CEQA Guidelines Section 15260–15285. As a second step, the SWCA team will evaluate the possibility of the project or individual project components with more minor environmental resource impacts qualifying for a Categorical Exemption under State CEQA Guidelines Sections 15301–15332. The SWCA team will also work with the Town to include BMPs in the VMP and Project Description to reduce the impacts of the project on environmental resources and avoid the need for any mitigation for environmental resource impacts, to the extent feasible, so the project or additional project components can qualify for a Categorical Exemption. If the project does not qualify for a Statutory Exemption or Categorical Exemption, based on the RFP, SWCA assumes that the project will fall within the California Vegetation Treatment Program (CalVTP) and the appropriate CEQA document will be a focused Negative Declaration (ND) tiered off of the Programmatic EIR (PEIR) for the CalVTP. Regardless of the level of effort, SWCA proposes to provide the Town with thorough, accurate, and objective input and recommendations throughout the

TESTIMONIAL

“During the update process, Chaves County Staff found that the level of technical ability, professionalism, and warmth had not changed. The update to the Chaves County CWPP was accomplished as smoothly and successfully as the original plan created in December 2009.”

Charlotte Andrade, Chaves County Community Development Director, Chaves County CWPP, January 2015

CEQA review process so that the Town may make the best possible informed decision regarding the appropriate CEQA document for its project.

CEQA Exemption Analysis

CEQA provides several exemptions that may be relevant to the Town's vegetation management for fuel reduction including, but not limited to, the following:

- State CEQA Guidelines Section 15269 Statutory Exemption for Emergency Projects, including emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety, or welfare and/or specific actions necessary to prevent or mitigate an emergency.
- State CEQA Guidelines Section 15301 Class 1 Categorical Exemption for the operation, repair, maintenance, or minor alteration of existing facilities involving negligible or no expansion of an existing use.
- State CEQA Guidelines Section 15304 Class 4 Categorical Exemption for minor public or private alterations in the condition of land, water, and/or vegetation that do not involve removal of healthy, mature, or scenic trees except for forestry and agricultural purposes.¹

The difference between a Statutory Exemption and Categorical Exemption under CEQA is important. In general, a Statutory Exemption bypasses the typical environmental review and can be used regardless of whether the project has a potential impact on the environment. In contrast, a Categorical Exemption is subject to certain exceptions and other limitations (per State CEQA Guidelines Section 15300.2) that can prevent the use of a Categorical Exemption. For example, Class 1 and Class 4 Categorical Exemptions are rendered invalid if there is a reasonable possibility the exempted activity will have a significant effect on the environment due to unusual circumstances (e.g., significant impacts to biological or cultural resources). A statutory exemption is not subject to such limitations.

The SWCA team will begin investigations to determine if the project qualifies for a Statutory Exemption under State CEQA Guidelines Section 15269. If the project does qualify for this Statutory Exemption, the SWCA team will prepare a short (1-page) memo documenting the conditions for the project to be eligible for exemption and we will complete a Notice of Exemption (NOE) form and provide it to the Town for submission to the Santa Clara County Clerk's Office.

If the project does not qualify for a Statutory Exemption under CEQA, the SWCA team will determine if any project components will be eligible for a Categorical Exemption. Our initial investigations will focus on determining if the project will have a potentially significant impact environmental resources including, but not limited to, biological and cultural resources. If these investigations do not uncover conditions that will make the project component ineligible for a Categorical Exemption, SWCA will proceed with the preparation of a memo report to provide Categorical Exemption documentation. The Categorical Exemption memo will note the appropriate class of exemption and document that the project does not meet an exception to a Categorical Exemption (State CEQA Guidelines Section 15300.2). In the Categorical Exemption memo, SWCA will specify that the project will not result in:

- Significant effects;
- Cumulative impacts;
- Damage to scenic resources;

¹ This Categorical Exemption includes fuel management activities within 30 feet of structures to reduce the volume of flammable vegetation, provided that the activities will not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of service waters. This exemption also applies to fuel management activities within 100 feet of a structure if the public agency having fire protection responsibility for the area has determined that 100 feet of fuel clearance is required due to extra hazardous fire conditions.

- Substantial adverse change to a historical resource; and/or
- An impact to a hazardous waste site.

The draft CEQA Categorical Exemption and NOE will be prepared and submitted to the Town for review. SWCA will incorporate comments and submit the final Categorical Exemption to the Town. SWCA will also prepare an NOE and provide it to the Town for submission to the Santa Clara County Clerk's Office.

Programmatic Environmental Impact Report Consistency Analysis/Focused Negative Declaration

The PEIR for the CalVTP functions to streamline CEQA review of later activities associated with the CalVTP. SWCA will use the Project-Specific Analysis (PSA) associated with the PIER to evaluate whether the Town VMP qualifies within the scope of the PEIR or requires additional environmental documentation or its own independent environmental review. This evaluation will include the following:

- Determine whether the project is consistent with the description of activities contained within the CalVTP and whether the effects on the environment were covered in the PEIR.
- If the project has new impacts not addressed in the PEIR, determine if the project will cause any substantially more severe significant impacts than were addressed in the PEIR or if a new mitigation measures or alternative that is substantially different from those in the PEIR.

The PSA will serve as the Initial Study for new impacts associated with the project. In accordance with the CalVTP reporting requirements, SWCA will submit the completed PSA to CAL FIRE along with, at a minimum, the project location, project size, treatment activities, and contact information for the project.

If the project does not cause a new impact and is consistent with the PEIR, then the project will be considered within the scope of the PEIR and no additional environmental documentation will be required. SWCA will document this determination through substantial evidence based on the PSA in a short memo and provide it to the Town. SWCA will also assist the Town in preparation of the Notice of Determination (NOD). Up to one round of review by the Town is assumed under this task. SWCA assumes that the Town will be responsible for any filing fees with the County Clerk's office. This task will only be performed if no further analysis is necessary and will take the place of the ND described below.

Based on the RFP and our preliminary desktop review, we anticipate that at least one impact not covered by the PEIR may occur, such as biological resources or visual resources, but that any impact will be less than significant, and no mitigation will be required. As a result, SWCA will prepare a focused ND tiered off the PEIR for the project. The focused ND will be limited to the impact(s) not within the scope of the PEIR. Additional details on the scope of work associated with the ND follow.

Assumptions

- Based on the RFP and preliminary desktop review of the project all environmental impacts are expected to be reduced to less than significant. Therefore, a focused ND tiered off the PEIR for CalVTP will be the appropriate CEQA document for the project.
- When preparing the ND, if the project is found to have significant unavoidable impacts, SWCA will stop work immediately and notify the Town to determine an appropriate path forward, such as making modifications to the PD to avoid the WUIs and be able to move forward with all impacts being less than significant or preparing a different CEQA document (e.g., PEIR-focused MND or EIR per PSA).

Administrative Draft Negative Declaration

SWCA will work closely with the Town to prepare an administrative draft IS/ND pursuant to the 2019 State CEQA Guidelines Sections 15063 and Sections 15070–15075 for all project components that are not Categorically Exempt. Preparation of the IS/ND will include a project description and a preliminary assessment of all resource areas as required by State CEQA Guidelines Appendix G. The administrative draft ND will be provided electronically in both MS Word and Adobe PDF format.

Assumptions

- The Draft ND will be submitted in electronic format (MS Word and Adobe PDF) only.
- Information from the field surveys will be incorporated directly into the ND and technical reports will not be prepared as part of this scope of work.
- One round of consolidated comments from the Town will be incorporated into the subsequent Public Draft ND.
- If necessary, it's assumed that Assembly Bill (AB) 52 compliance would be conducted by the Town.

TESTIMONIAL

“We submitted a proposal to begin implementation of the Pope County CWPP. We were able to lift the recommendations right out of the CWPP for the proposal. Thanks for helping us get that done.”

*Scott Crist, USFS Fuels Specialist,
Pope County CWPP,
January 2017*

Public Draft Negative Declaration

SWCA will respond to one round of administrative comments on the IS/ND and then produce a Public Draft ND for circulation. Per the RFP, we will provide the Town up to 20 printed copies (as needed) of the Public Draft ND for direct mailing to recipients in accordance with State CEQA Guidelines Section 15072. We will also provide one electronic version so the Town can make additional copies of the document and post the document to their website as necessary for public review. SWCA assumes the Town will be responsible for developing the mailing list, postage, and mailing all the documents.

Assumptions

- The Town will not have any substantial comments on the Draft ND.

Public Notices

SWCA will prepare the Notice of Intent (NOI) to Adopt the ND that the Town can use to fulfill the public noticing requirements of State CEQA Guidelines Section 15072. SWCA will provide text that the Town can use to provide public noticing consistent with CEQA requirements (e.g., newspaper publication, direct mailers, posting of notice on- and off-site). As indicated under the Public Draft ND scope, we assume that distribution of the public notice and availability of the document for public review will be the responsibility of the Town.

SWCA will prepare the Notice of Completion (NOC) for the State Clearinghouse, along with 15 copies of the document on CD for state agency review. Our budget includes staff time to prepare and send the package via FedEx to the State Clearinghouse.

Final Negative Declaration

At the close of the public review period, the SWCA team will review and categorize the comments received on the ND during the 30-day public review period and coordinate with the Town to develop a response strategy. We assume one conference call up to 1 hour in length to develop a response strategy. As determined appropriate, SWCA will prepare draft responses to public comments on the ND, make any necessary clarifying text changes to the ND, and compile the final ND. The draft responses and the final ND will be subject to one round of review by the Town and revisions by

SWCA prior to finalization of the ND. For budgeting purposes, we have assumed that response to comments will require up to 10 hours of SWCA team staff time.

Within 5 working days after the Town approves the project and adopts the ND, SWCA will assist the Town in preparation of the NOD. Up to one round of review by the Town is assumed under this task. SWCA assumes that the Town will be responsible for any filing fees with the County Clerk’s office.

Attendance at Public Hearings

SWCA staff will attend one public hearing for the adoption of the ND. The budget includes preparation for and attendance by two SWCA staff members at the public hearing. No additional expenses for presentation materials are included.

D-4. PROJECT IMPLEMENTATION SUPPORT

As described in the Scope of Work above, the SWCA team will also provide recommendations for consultant support of the project during implementation of the initial fuel reduction and ongoing maintenance activities. These services may include any required endangered species or jurisdictional waters permitting, environmental monitoring and reporting, stormwater compliance, arborist support during fuel-reduction activities, encroachment or access permit support, and GIS database development.

D-5. ADDITIONAL INFORMATION

In addition to SWCA’s suite of specialized planning, scientific and technical services, we also offer several specialized support services in-house to assist with project implementation, including, but not limited to, the following:

ENVIRONMENTAL MONITORING

SWCA provides comprehensive monitoring services to help ensure that all environmental requirements associated with permits and plans are met. With an integrated team of biologists, cultural resource specialists, and paleontologists, we excel at quickly mobilizing and managing field crews for monitoring and/or data recovery.

SWCA’s team of environmental monitoring experts is familiar with all aspects of project implementation. We can address the environmental concerns and provide QA/QC and project-specific training to assist in establishing and maintaining regulatory compliance.



Tree Clearing in Half Moon Bay.

GEOGRAPHIC INFORMATION SYSTEMS

SWCA provides many GIS services tailored to our clients’ requirements. Our objective is to provide seamless integration of geospatial information with planning, management, and decision needs. Our geospatial technology professionals have great experience and knowledge in geospatial data creation, analysis, visualization, reporting, mapping, web and mobile application development, and are proficient with industry-standard GIS software, such as ESRI, including ArcGIS Enterprise/Portal, ArcGIS Desktop, ArcGIS Pro, and ArcGIS Online web and mobile platform. SWCA’s GIS team consists of over 50 GIS professionals throughout the company with a wide range of expertise in spatial analysis, photogrammetry, drone/Unmanned Aircraft Systems (UAS) systems, remote sensing, and programing/scripting, and in the use and customization of ESRI web and mobile data collection apps, such as ArcGIS Collector, Survey123, and Workforce to streamline the collection and integration of field collected data. In addition, our GIS specialists can create comprehensive databases that can be utilized by our clients to track changing field conditions and the effectiveness of project implementation and maintenance over time.

SAFETY PROGRAM



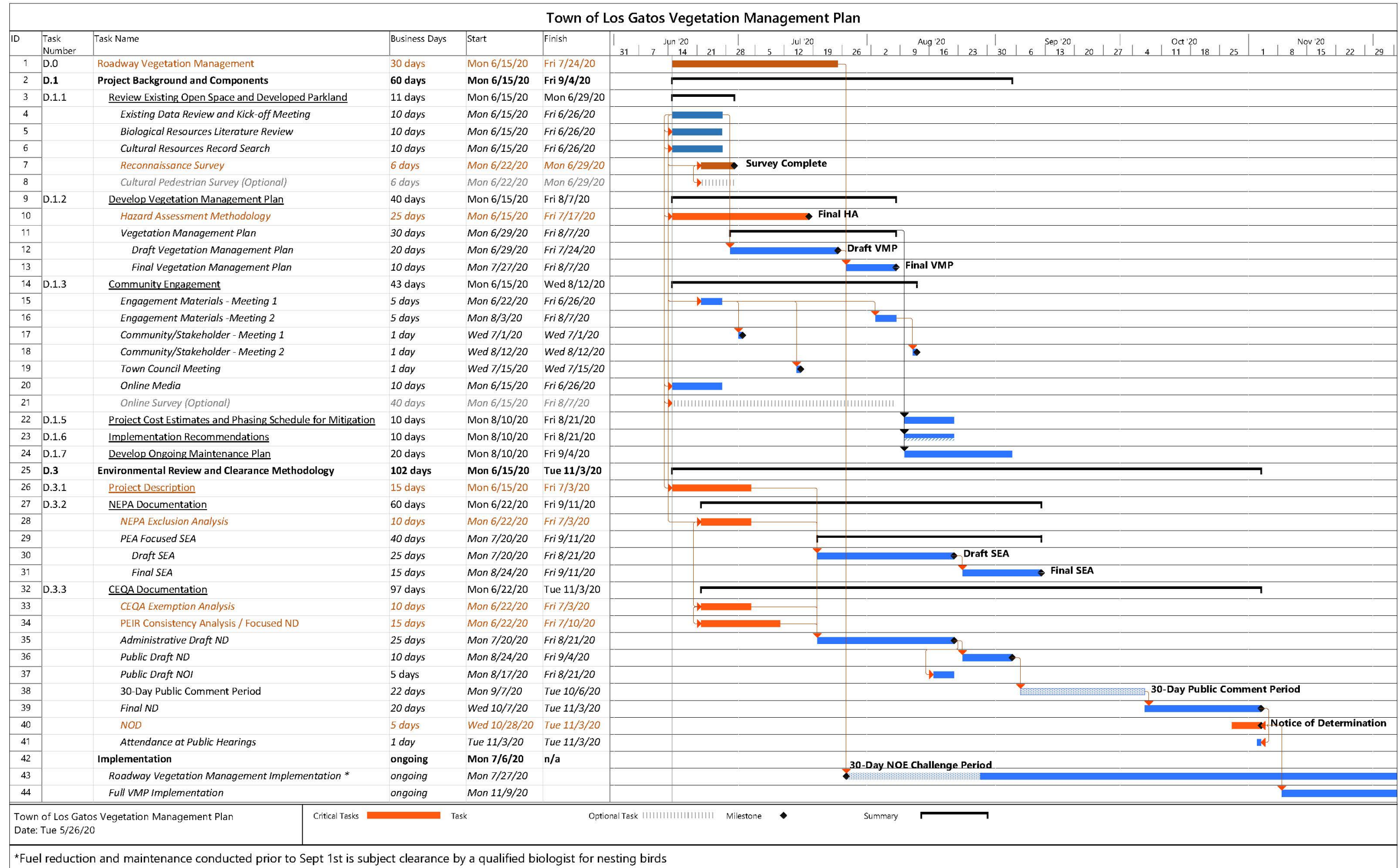
Proud Member

Safety is an integral part of the success of any project. At SWCA, safety is everyone's responsibility and an integral part of our company culture. All SWCA project work adheres to our safety motto: Safety by Choice, Not by Accident. Although our team, including subconsultant personnel, will respond quickly to project needs and issues, our priority and responsibility is personnel safety and reducing or eliminating exposure to safety risks.

Our safety mission includes supporting SWCA's office and field activities by actively supporting a safe and healthy work environment for all employees. This is accomplished through training, increasing awareness, and providing and coordinating specific programs and processes that minimize safety, health, and environmental hazards for our employees, clients, and visitors in a manner consistent with, and in most cases greater than, industry standards.

E-1-3 PROJECT SCHEDULE

The following project schedule is preliminary in nature and is based on the scope of work outlined in the RFP and the assumptions in this proposal. The schedule is therefore subject to change in the event that the scope or assumptions change during the course of work. SWCA understands that the Town would like to make every effort to begin implementation of fuel reduction activities in the Fall of 2020. To meet or exceed this timeline, this preliminary schedule endeavors to complete the VMP by the summer and, at a minimum, to identify preliminary maintenance activities that can be covered under a Categorical Exclusion/Exemption to allow work to begin while the remainder of the environmental review process is completed.



E-4. RECOMMENDATION FOR FORMAL PROGRESS REPORTS

Communication is the key to successfully completing any project. Project Manager Mr. Brandi’s project management style is rooted in ensuring ongoing communication coupled with problem-solving skills that make the Town’s job easier. Continual communication is essential to successful CEQA and NEPA project planning. The value of regular meetings between the Town team and contractors cannot be overestimated. Additionally, regular communication with any cooperating agencies and the interested public is also essential. While this communication cannot guarantee that all parties will agree with or support a decision, establishing an environment in which all parties recognize that their voice is heard can help to achieve consensus during the project.

SWCA has worked on complicated projects that had over 50 cooperating agencies (and multiple additional interested parties). These experiences have resulted in lessons learned in establishing clear communication pathways, developing roles and responsibilities, and coordinating and facilitating meetings. As part of our project management planning, SWCA develops a communication plan that outlines appropriate communications and project briefings for cooperating agencies or other interested parties (as necessary/appropriate).

Regular communication is essential to ensure that all parties involved are working with the most up-to-date and accurate information. The SWCA Team understands that reliability, strong relationships, and trust are essential to good communication. To help build our relationship with the Town, we will use management tools to maintain clear project communications, such as conducting regular team calls, using our secure electronic file transfer protocol (FTP) system, and providing diagrams of the “chain of command” within our team (including our teaming partners). Rapid and direct communication regarding safety, public interaction, field logistics, and schedule issues will flow directly from SWCA to Town staff. These actions will prevent rework, as all involved parties will constantly be informed of the various aspects of the project.

Based upon the expedited preliminary schedule for the project that is included with this proposal, SWCA recommends that we provide formal progress reports to the Town on a bi-weekly basis (twice per month). These formal reports will be formatted in a concise memorandum format and will summarize recent communications between the SWCA team and the Town and will outline all new work that has been completed since the last progress report was issued.

F. EXCEPTIONS

SWCA takes no exception to the contents of Attachment B – Standard Agreement.

G. RATE SHEET

2020 LABOR CATEGORIES AND BILLING RATES

PRINCIPALS & PROJECT MANAGEMENT STAFF

Principal-in-Charge.....	\$285–398	Project Manager VII.....	\$131.00
Project Manager XII.....	\$205.00	Project Manager VI.....	\$119.00
Project Manager XI.....	\$187.00	Project Manager V.....	\$109.00
Project Manager X.....	\$171.00	Project Manager IV.....	\$99.00
Project Manager IX.....	\$153.00	Project Manager III.....	\$89.00
Project Manager VIII.....	\$142.00		

CONSULTING SERVICES

Cultural Resources		Air Quality	
Environmental Resources		Graphics / Media Production	
Paleontology		GIS / CADD Resources	
Scientific Resources		Technical Writing / Editing	
Planning Resources		Principal Investigator	
Information Technology		Training / Facilitation	
Subject Matter Expert.....	\$210–324	Specialist V.....	\$109.00
Specialist XII.....	\$205.00	Specialist IV.....	\$99.00
Specialist XI.....	\$187.00	Specialist III.....	\$89.00
Specialist X.....	\$171.00	Specialist II.....	\$79.00
Specialist IX.....	\$153.00	Specialist I.....	\$67.00
Specialist VIII.....	\$142.00		
Specialist VII.....	\$131.00	Technician II.....	\$55.00
Specialist VI.....	\$119.00	Technician I.....	\$47.00

ADMINISTRATIVE

Administrative VIII.....	\$125.00	Administrative IV.....	\$77.00
Administrative VII.....	\$113.00	Administrative III.....	\$66.00
Administrative VI.....	\$101.00	Administrative II.....	\$53.00
Administrative V.....	\$89.00	Administrative I.....	\$42.00

Direct expenses are subject to a 5% administrative markup and subcontractor expenses are subject to a 10% administrative markup. These rates do not apply to depositions or testimonies at administrative hearings and trials. Such activities fall under our Expert Witness rates, which vary by state.

Overtime is invoiced at 1.2 times standard rates.

Per Diem is billed at the GSA rate in place at the time of billing. Mileage is billed at the IRS mileage rate in place at the time of billing.

H. ADDITIONAL DOCUMENTATION

Whether your community needs assistance coordinating a Firewise program (which focuses on grass-roots organizing, neighborhood assessments of fire hazards, and public outreach and education), a CWPP, or an FMP, SWCA’s fire experts can facilitate the planning process for everything from large-scale regional plans to plans for small communities.

With more than 10 years of experience completing CWPPs and FMPs throughout the West and Pacific Northwest, SWCA emphasizes collaborative planning among federal, state, and county government agencies; non-governmental agencies; and community members. SWCA has team members on staff who hold National Wildfire Coordinating Group (NWCG) qualifications and red cards, and all SWCA CWPPs meet the requirements of the 2003 Healthy Forest Restoration Act. SWCA also holds an NPS Blanket Purchase Agreement contract for completion of FMPs in support of EAs across the United States (see **Section B, Relevant Projects**).

Examples of a few of our Fire Plans can be found here: <https://www.swca.com/services/environmental-planning/wildfire-planning-services>.

I. COST PROPOSAL

SUMMARY COST TABLE¹

PHASE/TASK/SUBTASK	ESTIMATED COST
Phase D-0. Roadway Vegetation Management	Included Below ²
Phase D-1. Project Background and Components	
Task D-1.1. Review Existing Open Space and Developed Parkland	\$29,292
Task D-1.2. Develop Vegetation Management Plan	\$52,964
Task D-1.3. Community Engagement	\$24,005
Task D-1.4. NEPA/CEQA Documents	See Phase D-3
Task D-1.5. Project Cost Estimates and Phasing Schedule for Mitigation	\$14,740
Task D-1.6. Implementation Recommendations	\$7,794
Task D-1.7. Develop Ongoing Maintenance Plan	\$11,828
Phase D-2. Los Gatos Open Space Maps and Target Roadways	
Phase D-3. Environmental Review and Clearance Methodology	
Task D-3.1 Project Description	\$7,108
Task D-3.2 NEPA Documentation	\$12,396
Task D-3.3 CEQA Documentation	\$39,701
PROJECT TOTAL	\$199,828

Notes:

- 1) Cost estimates are based on our current understanding of the tasks as described in the RFP and our experience providing similar services. All tables include a 5% markup on expenses.
- 2) This initial phase of the project will incorporate various aspects of the subsequent phases of the project described below. SWCA will therefore make every effort to complete this initial phase of the project under the existing cost proposal for the overall project, but will notify the Town if any out of scope work will require a budget augmentation.

PHASE D-1. PROJECT BACKGROUND AND COMPONENTS

TASK D-1.1. REVIEW EXISTING OPEN SPACE AND DEVELOPED PARKLAND

Labor Expenses			
Project Role	Rate	Hours	Estimated Cost
Megan Peterson, Principal-in-Charge / QA/QC	\$275	-	\$-
Mark Brandi, Project Manager	\$210	10	\$2,100
Lauren Huff, Deputy Project Manager	\$205	12	\$2,460
Vicky Amato, Fire Ecologist	\$119	2	\$238
Ariana Porter, Fire Ecologist	\$67	-	\$-
Anne Russell, Fire Behavior Modeling Specialist	\$109	8	\$872

Laura Moran, Natural Resource Team Lead	\$225	8	\$1,800
Jessie Henderson-McBean, Biologist	\$119	54	\$6,426
Erich Schickenberg, Arborist	\$142	54	\$7,668
Leroy Laurie, Cultural Resources Lead	\$153	12	\$1,836
Anna Belk, GIS Specialist	\$119.00	16	\$1,904
Jennifer Torre, Project Controller	\$125.00	-	\$-
Carol Henson, Fuel Management Specialist	\$120	6	\$720
John Justice, Local Technical Expert	\$125.00	6	\$750
Total Labor			\$26,774
Direct Expenses			
Description	Unit	Rate	# of Units
Copies – B&W (in-house)	Per Copy	\$0.10	-
Copies – Color (in-house)	Per Copy	\$1.00	-
Records Search Fees	Per Each	\$500	1
Total Direct Expenses			\$500
Travel Expenses			
Description	Unit	Rate	# of Units
Mileage	Per Mile	\$0.58	1,600
Per Diem	Per Day	\$55	16
Total Travel Expenses			\$1,800
TOTAL COST FOR TASK D-1.1.			\$29,292

TASK D-1.2. DEVELOP VEGETATION MANAGEMENT PLAN

Labor Expenses			
Project Role	Rate	Hours	Estimated Cost
Megan Peterson, Principal-in-Charge / QA/QC	\$275	4	\$1,100
Mark Brandi, Project Manager	\$210	32	\$6,720
Lauren Huff, Deputy Project Manager	\$205	48	\$9,840
Vicky Amato, Fire Ecologist	\$119	32	\$3,808
Ariana Porter, Fire Ecologist	\$67	24	\$1,608
Anne Russell, Fire Behavior Modeling Specialist	\$109	24	\$2,616
Laura Moran, Natural Resource Team Lead	\$225	20	\$4,500
Jessie Henderson-McBean, Biologist	\$119	20	\$2,380
Erich Schickenberg, Arborist	\$142	24	\$3,408
Leroy Laurie, Cultural Resources Lead	\$153	-	\$-
Anna Belk, GIS Specialist	\$119.00	-	\$-
Jennifer Torre, Project Controller	\$125.00	-	\$-
Carol Henson, Fuel Management Specialist	\$120	112	\$13,440
John Justice, Local Technical Expert	\$125.00	16	\$2,000
TOTAL COST FOR TASK D-1.2.			\$52,964

TASK D-1.3. COMMUNITY ENGAGEMENT

Labor Expenses				
Project Role	Rate	Hours	Estimated Cost	
Megan Peterson, Principal-in-Charge / QA/QC	\$275	-	\$-	
Mark Brandi, Project Manager	\$210	36	\$7,560	
Lauren Huff, Deputy Project Manager	\$205	14	\$2,870	
Vicky Amato, Fire Ecologist	\$119	6	\$714	
Ariana Porter, Fire Ecologist	\$67	-	\$-	
Anne Russell, Fire Behavior Modeling Specialist	\$109	-	\$-	
Laura Moran, Natural Resource Team Lead	\$225	8	\$1,800	
Jessie Henderson-McBean, Biologist	\$119	12	\$1,428	
Erich Schickenberg, Arborist	\$142	-	\$-	
Leroy Laurie, Cultural Resources Lead	\$153	-	\$-	
Anna Belk, GIS Specialist	\$119.00	52	\$6,188	
Jennifer Torre, Project Controller	\$125.00	-	\$-	
Carol Henson, Fuel Management Specialist	\$120	-	\$-	
John Justice, Local Technical Expert	\$125.00	24.00	\$3,000	
Total Labor			\$23,860	
Travel Expenses				
Description	Unit	Rate	# of Units	Charge
Mileage	Per Mile	\$0.58	240	\$138
Per Diem	Per Day	\$55	-	-
Total Travel Expenses			\$138	
TOTAL COST FOR TASK D-1.3.			\$24,005	

TASK D-1.4. NEPA/CEQA DOCUMENTS

The scope of work associated with the NEPA and CEQA documents is provided under Section D-3.

TASK D-1.5. PROJECT COST ESTIMATES AND PHASING SCHEDULE FOR MITIGATION

Labor Expenses				
Project Role	Rate	Hours	Estimated Cost	
Megan Peterson, Principal-in-Charge / QA/QC	\$275	4	\$1,100	
Mark Brandi, Project Manager	\$210	16	\$3,360	
Lauren Huff, Deputy Project Manager	\$205	8	\$1,640	
Vicky Amato, Fire Ecologist	\$119	2	\$238	
Ariana Porter, Fire Ecologist	\$67	-	\$-	
Anne Russell, Fire Behavior Modeling Specialist	\$109	-	\$-	
Laura Moran, Natural Resource Team Lead	\$225	2	\$450	
Jessie Henderson-McBean, Biologist	\$119	16	\$1,904	
Erich Schickenberg, Arborist	\$142	24	\$3,408	
Leroy Laurie, Cultural Resources Lead	\$153	-	\$-	
Anna Belk, GIS Specialist	\$119.00	-	\$-	

Jennifer Torre, Project Controller	\$125.00	-	\$-
Carol Henson, Fuel Management Specialist	\$120	20	\$2,400
John Justice, Local Technical Expert	\$125.00	-	\$-
TOTAL COST FOR TASK D-1.5.			\$14,740

TASK D-1.6. IMPLEMENTATION RECOMMENDATIONS

Labor Expenses			
Project Role	Rate	Hours	Estimated Cost
Megan Peterson, Principal-in-Charge / QA/QC	\$275	-	\$-
Mark Brandi, Project Manager	\$210	2	\$420
Lauren Huff, Deputy Project Manager	\$205	12	\$2,460
Vicky Amato, Fire Ecologist	\$119	2	\$238
Ariana Porter, Fire Ecologist	\$67	-	\$-
Anne Russell, Fire Behavior Modeling Specialist	\$109	-	\$-
Laura Moran, Natural Resource Team Lead	\$225	4	\$900
Jessie Henderson-McBean, Biologist	\$119	-	\$-
Erich Schickenberg, Arborist	\$142	8	\$1,136
Leroy Laurie, Cultural Resources Lead	\$153	-	\$-
Anna Belk, GIS Specialist	\$119.00	-	\$-
Jennifer Torre, Project Controller	\$125.00	-	\$-
Carol Henson, Fuel Management Specialist	\$120	20	\$2,400
John Justice, Local Technical Expert	\$125.00	-	\$-
TOTAL COST FOR TASK D-1.6.			\$7,794

TASK D-1.7. DEVELOP ONGOING MAINTENANCE PLAN

Labor Expenses			
Project Role	Rate	Hours	Estimated Cost
Megan Peterson, Principal-in-Charge / QA/QC	\$275	-	\$-
Mark Brandi, Project Manager	\$210	16	\$3,360
Lauren Huff, Deputy Project Manager	\$205	24	\$4,920
Vicky Amato, Fire Ecologist	\$119	-	\$-
Ariana Porter, Fire Ecologist	\$67	-	\$-
Anne Russell, Fire Behavior Modeling Specialist	\$109	-	\$-
Laura Moran, Natural Resource Team Lead	\$225	8	\$1,800
Jessie Henderson-McBean, Biologist	\$119	-	\$-
Erich Schickenberg, Arborist	\$142	8	\$1,136
Leroy Laurie, Cultural Resources Lead	\$153	4	\$612
Anna Belk, GIS Specialist	\$119.00	-	\$-
Jennifer Torre, Project Controller	\$125.00	-	\$-
Carol Henson, Fuel Management Specialist	\$120	-	\$-
John Justice, Local Technical Expert	\$125.00	-	\$-
TOTAL COST FOR TASK D-1.7.			\$11,828

PHASE D-2. LOS GATOS OPEN SPACE MAPS AND TARGET ROADWAYS

The Vegetation Management Plan will cover the Town's 234 acres of open space and undeveloped parks and 11 miles of hillside roadways, as shown in Attachment C of the RFP.

PHASE D-3. ENVIRONMENTAL REVIEW AND CLEARANCE METHODOLOGY

TASK D-3.1 PROJECT DESCRIPTION

Labor Expenses			
Project Role	Rate	Hours	Estimated Cost
Megan Peterson, Principal-in-Charge / QA/QC	\$275	2	\$550
Mark Brandi, Project Manager	\$210	2	\$420
Lauren Huff, Deputy Project Manager	\$205	8	\$1,640
Vicky Amato, Fire Ecologist	\$119	2	\$238
Ariana Porter, Fire Ecologist	\$67	-	\$-
Anne Russell, Fire Behavior Modeling Specialist	\$109	-	\$-
Laura Moran, Natural Resource Team Lead	\$225	2	\$450
Jessie Henderson-McBean, Biologist	\$119	-	\$-
Erich Schickenberg, Arborist	\$142	-	\$-
Leroy Laurie, Cultural Resources Lead	\$153	-	\$-
Juliet Bolding, Environmental Planner	\$131	20	\$2,620
Anna Belk, GIS Specialist	\$119.00	10	\$1,190
Jennifer Torre, Project Controller	\$125.00	-	\$-
Carol Henson, Fuel Management Specialist	\$120	-	\$-
John Justice, Local Technical Expert	\$125.00	-	\$-
TOTAL COST FOR TASK D-3.1.			\$7,108

TASK D-3.2 NEPA DOCUMENTATION

Labor Expenses			
Project Role	Rate	Hours	Estimated Cost
Megan Peterson, Principal-in-Charge / QA/QC	\$275	2.00	\$550
Mark Brandi, Project Manager	\$210	2.00	\$420
Lauren Huff, Deputy Project Manager	\$205	6.00	\$1,230
Vicky Amato, Fire Ecologist	\$119	2.00	\$238
Ariana Porter, Fire Ecologist	\$67	-	\$-
Anne Russell, Fire Behavior Modeling Specialist	\$109	-	\$-
Laura Moran, Natural Resource Team Lead	\$225	2.00	\$450
Jessie Henderson-McBean, Biologist	\$119	4.00	\$476
Erich Schickenberg, Arborist	\$142	4.00	\$568
Leroy Laurie, Cultural Resources Lead	\$153	8.00	\$1,224
Juliet Bolding, Environmental Planner	\$131	48.00	\$6,288
Anna Belk, GIS Specialist	\$119.00	8.00	\$952
Jennifer Torre, Project Controller	\$125.00	2.00	\$550

Carol Henson, Fuel Management Specialist	\$120	-	\$-
John Justice, Local Technical Expert	\$125.00	-	\$-
TOTAL COST FOR TASK D-3.1.			\$12,396

TASK D-3.3 CEQA DOCUMENTATION

Labor Expenses				
Project Role	Rate	Hours	Estimated Cost	
Megan Peterson, Principal-in-Charge / QA/QC	\$275	8	\$2,200	
Mark Brandi, Project Manager	\$210	20	\$4,200	
Lauren Huff, Deputy Project Manager	\$205	64	\$13,120	
Vicky Amato, Fire Ecologist	\$119	-	\$-	
Ariana Porter, Fire Ecologist	\$67	-	\$-	
Anne Russell, Fire Behavior Modeling Specialist	\$109	-	\$-	
Laura Moran, Natural Resource Team Lead	\$225	32	\$7,200	
Jessie Henderson-McBean, Biologist	\$119	-	\$-	
Erich Schickenberg, Arborist	\$142	-	\$-	
Leroy Laurie, Cultural Resources Lead	\$153	-	\$-	
Juliet Bolding, Environmental Planner	\$131	80	\$10,480	
Anna Belk, GIS Specialist	\$119.00	-	\$-	
Jennifer Torre, Project Controller	\$125.00	14	\$-	
Carol Henson, Fuel Management Specialist	\$120	-	\$-	
John Justice, Local Technical Expert	\$125.00	-	\$-	
Total Labor			\$37,200	
Direct Expenses				
Description	Unit	Rate	# of Units	Charge
Copies – B&W (in-house)	Per Copy	\$0.10	3,000	\$300
Copies – Color (in-house)	Per Copy	\$1.00	215	\$215
Overnight Delivery	Per Each	\$100	2	\$200
Total Direct Expenses				\$751
TOTAL COST FOR TASK D-3.3.				\$39,701

APPENDIX A:

Resumes

MARK BRANDI, MDes, R.L.A., CERP, PROJECT MANAGER

Mr. Brandi is a registered Landscape Architect (RLA) and Certified Ecological Restoration Practitioner (CERP) with nearly two decades of experience in environmental consulting, planning, and design. His professional practice has focused on balancing conservation and development and on integrating people and communities with the natural environment.

Mr. Brandi's primary responsibilities include project management, planning and design, permitting, and implementation support for a wide array of landscape architecture and environmental design projects. These projects include the restoration of landscapes and ecosystems, the planning and design of parks and open spaces, and the integration of public access improvements into sensitive habitats.

YEARS OF EXPERIENCE

17

EXPERTISE

Restoration Ecology

Landscape Planning

Landscape Architecture

Biological Assessments

Environmental Permitting

EDUCATION

MDes, Landscape Planning and Ecology; Harvard University Graduate School of Design; 2004

B.S., Landscape Architecture; University of California, Davis; 2000

REGISTRATIONS / CERTIFICATIONS

Certified Ecological Restoration Practitioner (CERP), California; Society for Ecological Restoration

Landscape Architect, California No. 5591

Qualified SWPPP Practitioner / Developer (QSP/QSD), California No. 4145; California Stormwater Quality Association

AWARDS / HONORS

Merit Award for Excellence in the Study of Landscape Architecture

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

* **American River Parkway Natural Resources Management Plan; Sacramento County Regional Parks; Sacramento, Sacramento County, California.** Role: Project Manager. Managed development of a comprehensive management plan to balance preservation of natural and cultural resources with enhancement of recreation and other human uses of parkway.

* **Bear Creek Redwoods Vegetation Management Plans; Midpeninsula Regional Open Space District; Bear Creek Redwoods Open Space Preserve, Santa Clara County, California.** Role: Restoration Ecologist. Assisted with development of invasive species management plan, integrated pest management plan, and mitigation and monitoring plan for sensitive species adjacent to public access areas.

* **Lake Chabot Regional Park Campus Modernization Firesafe Landscape Plan, Castro Valley, Alameda County, California.** Role: Landscape Architect / Restoration Ecologist. Developed firesafe landscape design plan that utilized native fire-resistant plants, provided defensible space around proposed structures, and reduced wildfire risk.

* **Suncrest Dynamic Reactive Power Support Project; Confidential Client; San Diego County, California.** Role: Restoration Ecologist. Provided expertise in restoration of habitats where unavoidable impacts are required to implement project, balancing habitat creation goals with critical fire safety requirements for the region.

* **Tolay Lake Regional Park Master Plan; Sonoma County Parks; Sonoma County, California.** Role: Restoration Ecologist / GIS Specialist. Provided subject matter expertise in restoration and enhancement of aquatic and terrestrial habitats, and identified and mapped sensitive resources and recreation opportunities on-site.

* **Calero County Park Trails Master Plan; Santa Clara County Parks; Santa Clara County, California.** Role: Project Manager. Supported trail planning to avoid sensitive resources and managed stormwater compliance requirements to protect water quality during implementation of park Trails Master Plan.

* **Stevens Creek Corridor Master Plan; Cupertino Parks and Recreation; Cupertino, Santa Clara County, California.** Role: Restoration Ecologist. Identified opportunities to incorporate riparian and upland habitat restoration into overall Master Plan for site.

- * **Marin County Parks Inclusive Access Plan; Marin County Parks and Open Space; Marin County, California.** *Role: Project Manager. Managed development of inclusive access plan and environmental review process to improve access to parks and open space preserves for users of all abilities, including identification of sensitive resources for initial pilot projects across Countywide park system.*
- * **Red Barn Public Access Area Improvements; Midpeninsula Regional Open Space District; La Honda Creek Open Space Preserve, San Mateo County, California.** *Role: Project Manager. Managed consultant team effort to document existing site conditions and to design public access improvements that are sensitive to natural resources and agricultural heritage of site.*
- * **Joseph D. Grant County Park California Red-Legged Frog and California Tiger Salamander Pond Improvements; Santa Clara County Parks; Santa Clara County, California.** *Role: Landscape Architect / Restoration Ecologist. Identified and evaluated opportunities to restore and enhance a series of ponds for California red-legged frog and California tiger salamander.*
- * **Three Creeks Trail; City of San Jose; San Jose, Santa Clara County, California.** *Role: Task Manager. Led Habitat Conservation Plan permitting and Stormwater Pollution Prevention Plan process for project and provided trail design support including development of a native plant palette and green infrastructure adjacent to trail.*
- * **Santa Clara County Bridges Riparian Restoration Project; Santa Clara County, California.** *Role: Deputy Project Manager. Managed creation of native riparian habitat adjacent to 12 county bridges that required routine scour repairs within jurisdictional wetlands and waters.*
- * **Alum Rock Pond and Stream Restoration Project; Waste Management of California; San Jose, Santa Clara County, California.** *Role: Deputy Project Manager. Managed pond and stream restoration within footprint of former reservoir and dam to support California red-legged frog and California tiger salamander and assisted with performance monitoring for created stream and riparian habitats.*
- * **Bear Gulch Upper Diversion Fish Passage Project; California Water Service; Woodside, San Mateo County, California.** *Role: Restoration Ecologist. Assisted with planning, design, permitting, and stormwater compliance to implement fish ladder for steelhead trout around existing drinking water diversion dam.*
- * **Beresford Creek and Los Gatos Creek Mitigation Projects; Peninsula Corridor Joint Powers Board; San Mateo and San Jose, San Mateo and Santa Clara Counties, California.** *Role: Landscape Architect / Restoration Ecologist. Assisted with environmental permitting, creek mitigation design, construction observation, and performance monitoring for creek, wetland, and riparian mitigation areas associated with trackway improvement projects along the rail corridor.*
- * **Coyote Point Eastern Promenade Renovation; San Mateo County Parks; Coyote Point Recreation Area, San Mateo County, California.** *Role: Project Manager. Managed CEQA, regulatory permitting, and landscape design for renovation of shoreline promenade within recreation area, including native plant palette of shoreline and coastal bluff species.*
- * **Fitzgerald Marine Reserve Coastal Trail and Beach Access Improvements; San Mateo County Parks; Moss Beach, San Mateo County, California.** *Role: Deputy Project Manager. Managed permitting and design of low-impact public access improvements through sensitive riparian and wetland areas supporting California red-legged frog.*
- * **Yosemite Slough Tidal Marsh Restoration and Park Improvements Project; California State Parks Foundation; San Francisco, San Francisco County, California.** *Role: Deputy Project Manager. Managed regulatory permitting and design of restored tidal marsh, park improvements, and Bay Trail design on former urban brownfield site.*
- * **Belle Aire Tidal Marsh Restoration Project; Private Landowner; South San Francisco, San Mateo County, California.** *Role: Project Manager. Currently managing feasibility study to implement large-scale tidal marsh restoration project along San Francisco Bay shoreline that would increase resiliency to sea level rise and climate change.*
- * **Kirby Canyon Recycling and Disposal Facility Wetland Creation; Waste Management of California; San Jose, Santa Clara County, California.** *Role: Deputy Project Manager. Managed environmental permitting and design of habitats to support California red-legged frog and Mount Hamilton thistle, and assisted with performance monitoring for created seasonal wetland and riparian habitats.*

LAUREN HUFF, M.S., DEPUTY PROJECT MANAGER

Ms. Huff is a senior wildlife biologist and project manager and has been working in the scientific fields for over 15 years. She has been involved in all aspects of projects, including project management, field surveys, endangered and threatened species surveys, siting/constraints analysis, document preparation, agency coordination and negotiations, impact analysis, and mitigation planning. She has experience in performing and managing reconnaissance-level site surveys, habitat assessments, wetland delineations, nesting bird surveys and monitoring, construction monitoring and permit compliance, and mitigation monitoring and compliance. She also has extensive experience in NEPA, CEQA, aquatic resources, federal Endangered Species Act (FESA) Section 7 and Section 10, and other permitting.

Ms. Huff has extensive knowledge of federal and state regulations, including the FESA, Magnuson-Stevens Fisheries Act, Clean Water Act, Migratory Bird Treaty Act, Porter-Cologne Act, California Endangered Species Act, and California Fish and Game Code.

YEARS OF EXPERIENCE

15

EXPERTISE

NEPA compliance

CEQA compliance

Environmental Permitting

Endangered Species Act Section 7 and Section 10

EDUCATION

M.S., Conservation Biology; University of Minnesota; 2009

B.S., Animal Physiology and Neuroscience; University of California San Diego; 2001

REGISTRATIONS / CERTIFICATIONS

Adult First Aid/CPR/AED; 2019

Certified Wetland Delineator; 2011

PERMITS

CDFW Scientific Collection permit, Number SC-11361.

TRAINING

Project Management; 2020

Advanced Hydric Soils; 2014

Endangered Species Act Section 7 Workshop; 2013

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

*** Oceano Dunes State Vehicular Area Habitat Conservation Plan; MIG; San Luis Obispo County, California.** Endangered Species Act and other regulatory compliance for the operation of the Oceano Dunes State Vehicular Recreation Area. *Role: Senior Biologist/Deputy Project Manager. Prepared Habitat Conservation Plan (HCP) for impacts to western snowy plover, California least tern, California red-legged frog, tidewater goby, and listed plants; prepared wildlife and vegetation sections of Environmental Assessment (EA) for NEPA and biological portions of Environmental Impact Report (EIR) CEQA; coordinated with U.S. Fish and Wildlife Service (USFWS) on impacts and mitigation; reviewed and provided guidance on previous informal consultation with National Oceanic and Atmospheric Administration's National Marine Fisheries Service (NOAA Fisheries) regarding Central California Coast steelhead in HCP area, and assisted with discussions and negotiations with California Department of Wildlife (CDFW) regarding preparation of Natural Community Conservation Plan (NCCP).*

*** Bear Creek Redwoods Vegetation Management Plans; Midpeninsula Regional Open Space District; Bear Creek Redwoods Open Space Preserve, Santa Clara County, California.** Sensitive resource protection and mitigation near the Alma College Trailhead and invasive plant mapping and management planning at Bear Creek Redwoods Open Space Preserve. *Role: Senior Biologist. Assisted with development of invasive species management plan, integrated pest management plan, and mitigation and monitoring plan for western pond turtle adjacent to public access areas.*

*** San Mateo Grade Separation Project; Caltrain; San Mateo County, California.** Environmental planning, permitting, and construction monitoring for construction of a grade separation for 28th and 31st Avenues and raising of the train tracks about 25th Avenue to provide new access to a planned transit village the City of San Mateo will construct. *Role: Senior Biologist. Conducted a wetland delineation and prepared a Jurisdictional Determination Report; prepared wetlands, floodplains, water quality, and endangered species sections of Categorical Exclusion determination for NEPA; and prepared Section 7 FESA consultation letters and Mitigation Monitoring Plan.*

- * Bear Gulch Upper Diversion Fish Passage Project; California Water Services; San Mateo County, California.** Construction monitoring and environmental compliance during construction of a fish ladder to allow passage of Central California Coast steelhead. *Role: Senior Biologist/Project Manager. Managed construction monitoring and preconstruction surveys; ensured compliance with resource agency permit conditions; corresponded with resource agencies, including USFWS, NOAA Fisheries, U.S. Army Corps of Engineers (USACE), CDFW, and Regional Water Quality Control Board (RWQCB) regarding project changes and special-status species impacts; and prepared post-construction reports for resource agencies to document compliance with permit conditions. Special-status species of concern include Central California Coast steelhead, California red-legged frog, San Francisco gartersnake, California giant salamander, San Francisco dusky-footed woodrat, and nesting birds.*
- * Hercules New Town Center Project; City of Hercules; Contra Costa County, California.** CEQA documentation for the construction of a Safeway shopping center in the City of Hercules. *Role: Senior Biologist/Project Manager. Prepared CEQA addendum to February 2009 Final EIR.*
- * Hillsborough Storm Drain Repair Project; Town of Hillsborough; San Mateo County, California.** Environmental assessment, permitting, and construction monitoring and compliance for the re-routing and repair of storm drains in the Town of Hillsborough. *Role: Project Manager/Senior Biologist. Conducted habitat assessment for three locations where storm drain repairs are planned; prepared Biological Resources Reports documenting sensitive resources in project area; prepared Biological Assessment for USFWS assessing impacts to California red-legged frog; prepared and secured USACE, RWQCB, and CDFW permits and coordinated with resource agencies to amend permits; evaluated opportunity for a CEQA Categorical Exemption and prepared Categorical Exemption memo; and managed preconstruction surveys and construction monitoring.*
- * Walnut Park Expansion Low-Effect Habitat Conservation Plan Project; City of Walnut; Los Angeles County, California.** Endangered Species Act compliance for the construction of the City of Walnut Park expansion. *Role: Senior Biologist. Prepared low-effect HCP for impacts to coastal California gnatcatcher and assisted in mitigation negotiations with USFWS and City of Walnut.*
- * Menlo Park Equalization Basin Project; Freyer Laureta, Inc.; San Mateo County, California.** Biological constraints analysis for the improvement of the Menlo Park Equalization Basin to bring it out of the Federal Emergency Management flood zone. *Role: Senior Biologist. Conducted biological constraints analysis for biological resources, including special-status species (i.e., Central California Coast steelhead, longfin smelt, California least tern, western snowy plover, California Ridgway's rail, western burrowing owl, saltmarsh harvest mouse, and nesting birds) and sensitive habitat (i.e., Central California Coast steelhead critical habitat, North American green sturgeon critical habitat, and essential fish habitat), and assisted with scheduling and preparing documentation for interagency meeting with USACE, USFWS, RWQCB, and NOAA Fisheries.*
- * Sunnyvale Pump Station Project; Pacific Gas and Electric Company; Santa Clara County, California.** Environmental permitting for the placement of an existing high-pressure gas regulator and approximately 60-foot-long portion of the associated natural gas pipe to Sunnyvale Substation in the northeastern portion of the City of Sunnyvale. *Role: Project Manager / Senior Biologist. Managed preparation of a Joint Aquatic Resources Permit application and Biological Assessment for submittal to permitting agencies.*
- * Annual Bay Waters Maintenance Program; Pacific Gas and Electric Company; San Francisco Bay Area, California.** Permitting and biological monitoring for the annual repair and maintenance of existing boardwalks and towers, installation of new boardwalks that are needed to access transmission towers, and the repair of existing transmission towers in the San Francisco Bay. *Role: Assistant Project Manager / Senior Biologist. Managed environmental compliance and biological monitoring activities for annual maintenance of transmission towers; prepared Joint Aquatic Resources Permit Applications for USACE, CDFW, RWQCB, and San Francisco Bay Conservation and Development Commission; conducted biological surveys and habitat assessments; prepared Biological Assessments for impacts to North American green sturgeon, Central California Coast steelhead, delta smelt, California least tern, western snowy plover, California Ridgway's rail, and salt marsh harvest mouse for USFWS and NOAA Fisheries; conducted biological monitoring; prepared and conducted environmental trainings; and conducted agency coordination on project changes, non-compliances, and mitigation negotiations.*

MEGAN PETERSON, B.A., PRINCIPAL-IN-CHARGE / QA/QC LEAD

Ms. Peterson has more than 23 years of professional experience in virtually every aspect of environmental program management for large-scale construction and infrastructure projects. She is highly knowledgeable about state and federal regulatory processes and has managed and contributed to a wide range of environmental documents, including, biological, hydrological, and archaeological technical reports, construction implementation and restoration plans, numerous federal and state agency permit applications, proponent’s environmental assessments in compliance with the California Public Utilities Commission’s General Order (GO) 131-D, NEPA Environmental Assessments, and CEQA IS/MNDs and EIRs. Ms. Peterson has also successfully managed compliance programs for complex and controversial projects, overseeing many disciplines, staff members, subcontractors, and contributors. Her years of field experience have proved highly beneficial during the planning and regulatory approval process to ensure successful project implementation during construction.

YEARS OF EXPERIENCE

23

EXPERTISE

- Environmental program management
- Environmental document preparation (CEQA/NEPA)
- Federal and state permit acquisition
- Environmental compliance management, inspection, and training
- Stream and wetland protection and restoration
- Erosion and sediment control
- Permitting and regulatory strategy
- Restoration and revegetation

EDUCATION

B.A., Environmental Studies and Economics; University of California Santa Cruz; 1996

TRAINING

Water System Improvement Program, Construction Management Workshop (8 hours), San Francisco Public Utilities Commission

QSD/QSP Training (3 days); passed QSD exam and certification in process, Qualified SWPPP Developer and Practitioner (QSD/QSP) Training – certification in process

Certified Professional in Erosion and Sediment Control Training (8 hours)

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Canyon Lane Roadway Improvements EIR; County of San Mateo; Redwood City, San Mateo County, California. SWCA is preparing an EIR and technical background studies, including a rare plant study, an air quality analysis, fire modeling due to the project’s location at the Wildland Urban Interface, a biological resources report, and a cultural resources study, for the improvement of Canyon Lane, development of a single-family residence on one parcel, and future development of residences on 11 parcels. The project also involves the construction of new utilities, including a waterline and an underground distribution line. *Role: Project Director. Provided QA/QC and overall CEQA strategy.*

Line 300A/B Vegetation Management Environmental Services; PG&E; San Benito County, California. SWCA provided biological support for the project, which included approximately 18 acres of vegetation removal along 25 miles of natural gas transmission lines 300A and 300B rights-of-way. SWCA prepared biological assessments for special-status species such as San Joaquin kit fox, California tiger salamander, golden eagle, and rare plants. In addition to the biological resource reports prepared, SWCA prepared an IS/MND in compliance with CEQA, prepared a Section 1602 Lake and Streambed Alteration Agreement (LSAA), and developed the mitigation plan for the LSAA. *Role: Project Director. Conducted contract oversight and QA/QC of project deliverables.*

Pipeline Safety Enhancement Plan Vegetation Management General Environmental Services; PG&E; Multiple Counties, California. SWCA provided environmental services in support of PG&E’s Vegetation Management program throughout the PG&E Central Coast region, including preparation of CEQA documents, environmental permit preparation, environmental review, preconstruction biological surveys, biological monitoring/training, and agency consultation regarding potential impacts to special-status species (e.g., California red-legged frog, California tiger salamander, San Joaquin kit fox, federally listed salmonids), and associated habitat. *Role: Project Director. Conducted contract oversight and review and QA/QC of project deliverables.*

Half Moon Bay Drainage Maintenance Biological Services; City of Half Moon Bay; San Mateo County California. SWCA prepared a Biological Resources Evaluation (BRE) for the completion of routine maintenance activities within 22 drainages located within the City’s jurisdiction. Routine maintenance activities included vegetation

TRAINING (CONT'D)

Nationwide Permits Complete (2 days),
Wetland Training Institute, Inc.

Construction Stormwater Workshop
(8 hours)

Water System Improvement Program,
Construction Management Information
System (CMIS) User Training (8 hours),
San Francisco Public Utilities
Commission

management, sediment removal, and culvert cleanout. SWCA also assisted the City with permit application preparation, conducted surveys for California red-legged frog and San Francisco garter snake, provided support with MND preparation and comment response, and developed an MMRP. *Role: Project Director. Provided QA/QC and permitting and regulatory strategy.*

City of Half Moon Bay General Plan Update; Dyett & Bhatia; Half Moon Bay, San Mateo County, California. SWCA prepared an Existing Conditions Report and EIR sections for the project, which included updates to the Land Use, Conservation, Open Space, Noise, and Housing Elements. SWCA assessed aesthetics, light, and glare; biological resources; cultural resources; geology, soils and seismicity; and hydrology and water quality impacts. *Role: Project Director. Provided overall QA/QC of deliverables.*

Kehoe Ditch Feasibility Study; Callander Associates Landscape Architecture; Half Moon Bay, San Mateo County, California. SWCA is providing environmental permitting and cultural resources assessments for a feasibility study examining alternatives to remove invasive vegetation, restore habitat, reduce flooding potential, and provide erosion control along a portion of Kehoe Ditch. SWCA produced a permitting review memo and participated in City staff and City Council vetting meetings to present the proposed solutions. *Role: Project Principal. Provided overall QA/QC of deliverables.*

PV Water Projects Environmental Permitting and Document Support; Pajaro Valley Water Management Authority; Santa Cruz and Monterey Counties, California. SWCA is providing environmental permitting and environmental documentation for multiple water distribution and recycled water facility projects, which have included construction of additional water storage tanks and upgrades to PV Water's existing water treatment facility and the addition of new distribution pipelines to better serve Santa Cruz and Monterey County agricultural customers. SWCA has prepared multiple addendums in compliance with CEQA, a CEQA-Plus environmental document addendum, Section 106 and CEQA archaeological surveys and reports, consultation assistance with the SHPO, wetland delineations, biological technical reporting, permitting, and preparation assistance for funding applications. *Role: Project Director. Conducted contract oversight, review and QA/QC of staff deliverables, and regulatory and permitting guidance.*

Aimco Storm Drain Restoration Project Biological Assessment; AIMCO Esplanade Avenue Apartments, LLC.; Pacifica, San Mateo County, California. SWCA prepared a Biological Assessment suitable for use by the USACE during Section 7 consultation with the USFWS and NOAA Fisheries. Special-status species reviewed included western snowy plover, Coho salmon, and Chinook salmon. *Role: Project Director. Provided overall QA/QC review of deliverables.*

* **Water System Improvement Program – Bioregional Habitat Restoration Program; San Mateo County, California; San Francisco Public Utilities Commission.** *Role: Regional Environmental Compliance Manager. Oversaw development and restoration of five mitigation sites within San Francisco Peninsula watershed to remove invasive vegetation and trees and create or enhance habitat for special-status species, including California red-legged frog and San Francisco garter snake. Team of botanists and biologists were responsible for QA of contractors' implementation of mitigation efforts as described in Mitigation Monitoring Plans and regulatory permits. Mitigation activities included invasive tree and weed species removal, native grassland and coastal prairie enhancement, seasonal wetland and riparian corridor creation and/or enhancement, and willow riparian habitat reestablishment, among others.*

* **Water System Improvement Program – Peninsula Region Projects; San Francisco Public Utilities Commission; San Mateo and San Francisco Counties, California.** *Role: Regional Environmental Compliance Manager for Peninsula Region. Oversaw various stages of compliance programs for 10 seismic reinforcement and water system improvement projects on San Francisco Peninsula and within Peninsula watershed; managed team of up to eight environmental inspectors and over 25 biological and archaeological monitors; coordinated preconstruction surveys, monitoring, and relocation for special-status species, including California red-legged frog, San Francisco garter snake (no relocation), Central Coast steelhead, San Francisco dusky-footed woodrat, nesting raptors, and migratory birds, among others; led region's stormwater compliance efforts, including submittal of online Permit Registration Documents, Notices of Termination, and Annual Reports; conducted site inspections and effluent sampling; reviewed contractors' SWPPPs; coordinated with RWQCB on various stormwater and dewatering issues; coordinated prehistoric and historic cultural resource monitoring, testing, and data recovery; oversaw receiving water quality monitoring and agency reporting efforts for potable water discharges; and prepared minor project modifications requiring CEQA review and associated permit amendments.*

VICTORIA AMATO, M.S., FIRE ECOLOGIST

Ms. Amato is a natural resources planner with a diverse background in fire ecology and resource management. She has been project manager on 40 Community Wildfire Protection Plans (CWPPs) across the United States in a range of ecosystems. She has considerable experience working with public and private stakeholders, having facilitated multiple outreach meetings, sometimes in controversial settings. She has extensive experience in the development of CWPP risk assessments utilizing fire behavior modeling programs and on-the-ground assessments.

Ms. Amato has worked with a variety of land management agencies across the western United States, including the U.S. Forest Service (USFS), Bureau of Land Management (BLM), USFWS, and National Park Service (NPS), studying hazardous fuel reduction, Wildland Urban Interface (WUI) fire mitigation, fire behavior modeling, and monitoring of burned areas.

YEARS OF EXPERIENCE

16

EXPERTISE

Fire Management Planning

Wildfire risk assessment

Natural resources management

Forest ecology and management

Fire effects monitoring

Habitat monitoring

Community outreach and youth training

EDUCATION

M.S., Forestry, e: Fire Ecology/Habitat Management; Colorado State University; Fort Collins, Colorado; 2006

M.S., Natural Resource Management; University of Edinburgh, Scotland; 2003

B.S. with honors, Geography; University of Exeter, England; 2000

TRAINING

National Incident Management System –IS-00700a, FEMA

USDA Forest Inventory Analysis Training; 2010

Wildland Firefighter Refresher and Arduous Fitness Test, Valencia County Fire Department; 2019-2021

S130/190 Basic Wildland Firefighter ICS for Single Resources and Initial Action Incident, ICS-200, FEMA.

1-100 Introduction to the Incident Command System, FEMA

Ms. Amato is Contract Manager on a contract with the NPS to develop Fire Management Plans (FMPs) and accompanying NEPA documentation for park units across the United States. SWCA has developed FMPs and EAs for parks, including the entire Appalachian Trail and 13 park units in Utah. She has developed and implemented post-fire monitoring plans and was the primary author for a peer-reviewed article discussing the effects of thinning on burn severity in the journal *Forest Ecology and Management*. She has also worked on multiple forest restoration projects and NEPA compliance work on USFS, BLM, NPS, and tribal lands. Through these projects, Ms. Amato has developed her understanding of forest management in a range of cover types, as well as gained valuable experience in the evaluation of fire risk and mitigation. She has been part of SWCA's Science Leadership Program since 2015, sharing this knowledge and experience with her peers and coworkers.

SELECTED PROJECT EXPERIENCE

Santa Clara County Community Wildfire Protection Plan; Santa Clara County Fire Department; Santa Clara County, California. SWCA developed a high-end CWPP and Unit Plan for the County that incorporates a multitude of agencies and jurisdictions. SWCA coordinated all stakeholder and community meetings and facilitating an extensive outreach effort through an online survey portal and other online media. The CWPP comprises a comprehensive risk/hazard analysis that includes an assessment of wildland and urban fuels. *Role: Project Manager. Managed project and served as primary author.*

Canyon Lane Roadway Improvements EIR; County of San Mateo; Redwood City, San Mateo County, California. SWCA is preparing an EIR and technical background studies, including a rare plant study, an air quality analysis, fire modeling due to the project's location at the WUI, a biological resources report, and a cultural resources study, for the improvement of Canyon Lane, development of a single-family residence on one parcel, and future development of residences on 11 parcels. The project also involves the construction of new utilities, including a waterline and an underground distribution line. *Role: Fire Ecologist. Developed wildfire assessment and fire behavior analysis to inform EIR development.*

Lake Wildwood Wildfire Risk Assessment; Under the Trees, Inc.; Nevada County, California. SWCA worked with Under the Trees to develop a wildfire risk assessment for a high-density residential population in northern California. SWCA utilized robust fire behavior modeling tools to identify priority areas for fuel treatment. *Role: Project Manager. Managed project and served as primary author.*

TRAINING (CONT'D)

S290- Intermediate Wildland Fire Behavior Fire Fighter Type II- "red-carded" 2019-2020

NEPA Navigator Training, Archer Institute of Environmental Training; 2012

Forest Vegetation Simulator, Rocky Mountain Research Station; 2006

Teaching Assistant, Forest Management and Silviculture, Colorado State University; 2006

FIREWISE Communities, 2007

Comprehensive NEPA, SWCA Environmental Consultants; 2007

FIREMON Training, U.S. Forest Service; 2003

MEMBERSHIPS

Member, Association for Fire Ecology

Member, International Association of Wildland Fire

South Sacramento Restoration Project EIS; New Mexico Department of Game and Fish and U.S. Forest Service; Otero, New Mexico. SWCA is developing an Environmental Impact Statement (EIS) for a landscape-scale, 20-year forest restoration project on USFS lands in the Sacramento Mountains. SWCA is responsible for facilitating meetings with agencies and the public and drafting resource specialist reports and the draft and Final EIS. *Role: Environmental Specialist. Served as NEPA resource writer for Native Vegetation Communities and Fire and Fuels Specialist Report.*

Santa Fe County Community Wildfire Protection Plan (and 5-year Plan Revision); Santa Fe County and City of Santa Fe; Santa Fe County, New Mexico. SWCA worked with the County and City to develop a CWPP that incorporated risk and hazard assessments of WUI areas. SWCA worked in close cooperation with the USFS in order to identify fuel treatments to complement existing and planned fuel reduction efforts in the Santa Fe Watershed. *Role: Planner / Fire Specialist. Served as primary author.*

Pope and Hardin Counties Community Wildfire Protection Plans; Southeastern Illinois Regional Planning Development Commission; Pope and Hardin Counties, Illinois. SWCA developed CWPPs for these adjacent counties, which included extensive community involvement, close work with the USFS Fire and Fuels Specialists, and the integration of existing GIS datasets to deliver recommendations for realistic measures to reduce the ignitability of structures throughout the area and reduce hazardous fuels. *Role: Project Manager. Managed project and served as primary author.*

Ridge-Manorville-Calverton Community Wildfire Protection Plan; Central Pine Barrens Joint Planning and Policy Commission; Suffolk County, New York. SWCA developed a detailed community-scale CWPP in order to address wildfire hazards that threatened

residents and watershed health in the Central Pine Barrens Region of Long Island. The project involved extensive public outreach, multiple stakeholder meetings, and a detailed fine-scale wildfire risk and hazard assessment. *Role: Project Manager. Managed project and served as primary author.*

McKean and Elk Counties Community Wildfire Protection Plans; McKean County and Elk County; McKean and Elk Counties, Pennsylvania. SWCA assisted the neighboring Counties with developing two CWPPs for the protection of life and property from wildfire. SWCA convened and facilitated Core Team meetings of agency specialists and developed a risk assessment for communities at risk from fire. The Team developed two Draft and Final documents using input from Core Team members and members of the public throughout both counties. *Role: Project Manager. Managed project and served as primary author.*

Sandoval County Community Wildfire Protection Plan (and 5-Year Plan Revision); Sandoval County; Sandoval County, New Mexico. SWCA employed collaborative development and strong public involvement techniques to prepare this comprehensive CWPP that the County could use to effectively seek funding for implementation. Further, SWCA was retained to complete a 5-year update to the original plan. *Role: Project Manager. Managed project and served as primary report author.*

Claunch-Pinto Soil and Water Conservation District and Torrance County Community Wildfire Protection Plan (and 5-Year Plan Revision); New Mexico. SWCA produced two high-profile plans that coordinated the needs of government agencies and multiple communities and enabled the client to receive future funding for wildfire and WUI mitigation; one of these CWPPs is included in the National Database of State and Local Wildfire Hazard Mitigation Programs as an example of an exemplary CWPP. Further, SWCA was retained to complete the 5-year updates of the plans. *Role: Lead planner / Fire Specialist. Served as primary author.*

Otero County Community Wildfire Protection Plan; Multiple Agencies; Otero County, New Mexico. SWCA worked with a large multi-agency working group to develop a CWPP that would address catastrophic fire risk in a diverse WUI. SWCA developed an intricate wildfire risk and hazard assessment that required refining of an existing fuel classification layer to incorporate recent and planned fuel treatment projects on local and landscape scales. The CWPP involved collaborative planning that incorporated a large range of stakeholders. The CWPP is being used to implement recommended fuel reduction projects in a number of high-risk watersheds. *Role: Project Manager. Managed project and served as primary author.*

ARI PORTER, M.S., FIRE ECOLOGIST

Ms. Porter is an environmental specialist in natural resources, providing project support across the western United States. She has over 4 years of experience in project management, client relationships, public outreach, scientific research, technical writing, and field operations in Colorado and Utah.

Ms. Porter has a Master's in ecology from Colorado State University. Her thesis work focused on aspen regeneration in relation to topographic variables after severe wildfire in Colorado. She has extensive experience in creating and using Bayesian statistical models in R, as well as in geospatial modeling and analysis using GIS. This work led her to collaborate with federal, state, and local entities to restore forest systems after wildfire.

YEARS OF EXPERIENCE

4

EXPERTISE

Terrestrial ecology

Post-fire forest monitoring and restoration (primarily Rocky Mountain systems)

GIS spatial analysis and modeling in forest systems

Bayesian statistical modeling in R - biology and ecology

Ecological restoration (forests post-disturbance)

EDUCATION

M.S., Ecology; Colorado State University, Fort Collins, Colorado; 2019

B.A. with distinction, Biology, c: Ecology and Evolution; Colby College, Waterville, Maine; 2015

Overseas Studies, Wildlife Management Studies, Kenya and Tanzania; School for Field Studies, Beverly, Massachusetts; 2013

REGISTRATIONS / CERTIFICATIONS

Wilderness First Responder, Utah; 2015

CPR/First Aid, Utah; 2015

TRAINING

Natural Resource Management and Policy; Colorado State University; 2018

AWARDS / HONORS

Kurt Gerstle Fellowship

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Santa Fe County Community Wildfire Protection Plan Update; Santa Fe County; Santa Fe, Santa Fe County, New Mexico. SWCA is providing support services to update Santa Fe County's Community Wildfire Protection Plan (CWPP) and improve fuel reduction, public education and outreach, fire response, and emergency management. *Role: Environmental Specialist / Technical writer/editor. Found federal, state, and local funding sources supporting CWPP development, and developed post-fire response resources.*

Confidential Transmission Line Implementation Support; Confidential Client; Utah. SWCA is performing preconstruction surveys for sensitive species and rare plants for a proposed transmission line extending approximately 400 miles from Wyoming to Utah. *Role: Environmental Specialist / Field Technician. Assisted with Uinta Basin hookless cactus (Sclerocactus wetlandicus) surveys in Uintah Basin on BLM land.*

Confidential Transmission Project Local and State Permitting Support; Confidential Client; Wyoming. SWCA is providing county, state, and federal permitting support for a proposed transmission line running approximately 400 miles from Wyoming to Utah. *Role: Environmental Specialist / Technical writer/editor. Assisting with Wyoming state permit application authorship.*

Confidential Wind Energy Project; Confidential Client; Kansas. SWCA provided preconstruction desktop analysis support for the site characterization of a proposed wind farm in southwestern Kansas. *Role: Environmental Specialist. Assisted with site characterization report authorship.*

Aurora High Point East Pinyon and Dandelion Draw Wetland Delineation; Aurora High Point Metro District; Aurora, Adams County, Colorado. SWCA performed aquatic resource inventories in support of Clean Water Act Section 404. *Role: Environmental Specialist / Field Technician. Assisted with preconstruction wetland delineation and data collection.*

Gaylord PA-64 Wetland Delineation; Westside Investment Partners, Inc.; Aurora, Colorado. SWCA performed aquatic resource inventories in support of Section 404 of the Clean Water Act. *Role: Environmental Specialist. Field Technician: assisted with preconstruction wetland delineation and data collection.*

* **Master's Thesis: Quaking Aspen Regeneration; Hayman Fire, Colorado.** Designed, planned, and managed a multiyear project examining aspen regeneration after high-intensity, extensive wildfire in relation to topographic variables. Ms. Porter presented results to diverse audiences of forest managers, scientists, and community members. The project aimed to inform forest managers with data on important locations for Quaking aspen conservation. *Role: Master's Student. As the creator and manager of this project, she saw that the project was completed on time, serving as a communication bridge between forest managers, scientists, and her team of three field technicians. She completed 3 months of field surveys (conifer species and aspen), several months of lab work processing tree cores, and wrote a manuscript that is currently in preparation for publishing.*

ANNE RUSSELL, B.S., GIS SPECIALIST

Ms. Russell is the GIS Technical Lead for SWCA's Rockies Region. She provides leadership as a subject matter and technical expert for the Rockies GIS team through high-level project management and coordination, marketing and business development, training, and development of standards and protocols and GIS processes and workflows. Ms. Russell's expertise for wildfire projects includes providing GIS support to CWPPs, advanced fire behavior and risk assessment modeling, and custom fuel model development.

Ms. Russell contributes data management and GIS deliverables for NEPA, biological, and cultural resource assessments for diverse projects including land management, transmission, oil and gas pipeline projects, and wetland and endangered species habitat mitigations. She is also an experienced graphic designer, with multiple and diverse design projects experience. Her technical expertise includes proficiency with ESRI ArcGIS Pro, ArcInfo Workstation and Desktop, ESRI ArcGIS Online, ESRI Spatial Analyst and 3-D Analyst extensions, IFTDSS, and Microsoft Office applications.

YEARS OF EXPERIENCE

13

EXPERTISE

Geographic Information Systems

Data management and systems

General and urban wildlife biology

Environmental Safety and Health

Visual Resource Management (VRM)

Graphic design

EDUCATION

A.A.S., Geographic Information Technology; Albuquerque Technical Vocational Institute; 2007

A.A.S., Environmental Safety and Health; Albuquerque Technical Vocational Institute; 2005

B.S., Biology; Juniata College, Pennsylvania; 2002

Overseas Studies; University of Newcastle; Newcastle, Australia; 2001

TRAINING

30-hour OSHA General Industry Training; 2002

40-hour Hazardous Waste Operations Training; 2003-2004

8-hour Confined Space Entry Training; 2003-2004

SELECTED PROJECT EXPERIENCE

Lake Wildwood Community Wildfire Protection Plan Fire Modeling; Under the Trees, Inc.; Lake Wildwood, Nevada County, California. SWCA provided custom fuel mapping, risk assessment, and fire behavior analysis for a community wildfire protection for Lake Wildwood in Nevada County, California. *Role: GIS Lead. Developed custom fuel model, fire behavior models, and composite risk assessment, and created and edited maps for project and reports.*

Santa Clara County Community Wildfire Protection Plan; Santa Clara County Fire Department; Santa Clara County, California. SWCA developed a high-end CWPP and Unit Plan for the County that incorporates a multitude of agencies and jurisdictions. SWCA coordinated all stakeholder and community meetings and facilitated an extensive outreach effort through an online survey portal and other online media. The CWPP comprises a comprehensive risk/hazard analysis that includes an assessment of wildland and urban fuels. *Role: GIS Specialist / Lead. Created and edited maps and posters for project and reports; maintained spatial datasets used for analyses and reporting; and coordinated scheduling, products, quality control, and spatial data organization with Project Manager and other team members.*

Kenai Peninsula Borough Environmental Services; Kenai Peninsula Borough Purchasing and Contracting Department; Kenai Peninsula Borough, Alaska. SWCA is combining over 17 community-level CWPPs into one landscape-level CWPP that will serve the entire Kenai Peninsula. This includes preparing a story map to gather information from the public as well as disseminate information to the rural and remote communities in the project area. *Role: GIS Lead. Compiling CWPP data into landscape-level data sets, preparing story map and report maps, and coordinating with project team to manage and schedule GIS work.*

Santa Fe County Community Wildfire Protection Plan Update; Santa Fe County; Santa Fe County, New Mexico. SWCA is updating the County's existing CWPP (developed by SWCA in 2008), and also preparing a story map to help engage the public with the document. *Role: GIS Lead. Developing custom data for fire model, fire behavior outputs, and fire risk assessment model; preparing story map and report maps; and coordinating with client and project team to manage and schedule GIS datasets and deliverables.*

Grant County Community Wildfire Protection Plan Update; Grant County; Grant County, New Mexico. SWCA updated the County's 2015 CWPP, which included a new approach to risk assessment modeling using the Interagency Fuel Treatment Decision Support System (IFTDSS) to build landscapes and create fire behavior outputs. *Role: GIS Lead. Developed fire behavior outputs and fire risk assessment model, and prepared report maps.*

Elk and McKean Counties Community Wildfire Protection Plans; Elk County and McKean County; Elk and McKean Counties, Pennsylvania. SWCA was selected by McKean and Elk Counties to develop a Countywide CWPP for each county. *Role: GIS Specialist/Lead. Created and edited maps and posters for project and reports; compiled and maintained spatial datasets used for analyses and reporting; developed risk assessment model; and coordinated scheduling, products, quality control, and spatial data organization with Project Manager and team members.*

Pope and Hardin Counties Community Wildfire Protection Plans; Southeastern Illinois Regional Planning Development Commission; Pope and Hardin Counties, Illinois. SWCA developed CWPPs for these adjacent counties, which included extensive community involvement, close work with the USFS Fire and Fuels Specialists, and the integration of existing GIS datasets to deliver recommendations for realistic measures to reduce the ignitability of structures throughout the area and reduce hazardous fuels. *Role: GIS Specialist/Lead. Created and edited maps and posters for the project and reports; compiled and maintained spatial datasets used for analyses and reporting; developed risk assessment model; and coordinated scheduling, products, quality control, and spatial data organization with Project Manager and other team members.*

Valencia County Fire Maps; Valencia County, New Mexico; County of Valencia. SWCA assisted Valencia County in developing logistical georeferenced pdf maps for use online, on tablets, and in the field by fire officials. *Role: GIS Specialist/Lead. Organized and compiled spatial datasets, developed maps, worked with the client to ensure accuracy and appropriate representation of spatial datasets, and trained the client in use of ArcMap to update the map sets.*

Mobile Wildland Fire Workshop Development; Claunch-Pinto Soil and Water Conservation District; Torrance County, New Mexico. SWCA assisted the District in the development of a mobile wildland wildfire educational workshop. *Role: Graphic Designer. Designed and edited large multi-panel mobile poster display; coordinated with Project Manager and Team for content editing, compilation, and design components; and designed and edited associated handouts and other materials.*

Bernalillo County Community Wildfire Protection Plan; Bernalillo County, New Mexico; Middle Rio Grande Conservancy District. As this CWPP spanned four counties within the Middle Rio Grande Conservancy District, SWCA's recommendations were based on our performance of a comprehensive risk assessment that incorporated numerous data layers collected from municipal, tribal, county, state, and federal agencies. The project was completed within budget and on schedule. *Role: GIS / CADD Technician. Created and edited maps and posters for project and reports.*

BLM New Mexico Lease Sale Environmental Assessment Support; U.S. Bureau of Land Management; New Mexico, Kansas, Oklahoma, and Texas. SWCA is working with BLM New Mexico Lease Sale to further develop and support issues-based Environmental Assessments for oil and gas lease sales for the BLM in multiple states. *Role: GIS Lead. Compiling and managing large multi-state Enterprise geodatabases and other datasets; using those data for detailed site analysis and calculations; preparing calculations files and maps for project team and reports.*

Estancia Basin Watershed Monitoring; Claunch-Pinto Soil and Water Conservation District; Bernalillo and Torrance Counties, New Mexico. For this 5-year contract, SWCA monitored forest and watershed health in relation to forest thinning on the eastern slopes of the Manzano Mountains to evaluate the effectiveness of thinning treatments. *Role: Data Manager. Developed data management system; managed multiple datasets; performed data analysis for fire, water, and forest thinning projects; and assisted with field work and site maintenance.*

LAURA MORAN, B.S., B.L.A./M.U.P., SENIOR ECOLOGICAL RESTORATION TEAM LEAD

Ms. Moran is a specialist in natural resources management and ecological restoration with over 30 years of experience consulting with federal, regional, and local jurisdictions on environmental projects throughout California. She got her early training as a biologist at a small engineering firm, working on everything from site planning to construction documents. She brings her analytical, managerial, and policy-making skills to bear on projects dealing with ecological restoration, climate change adaptation, wetland delineation and mitigation, habitat conservation, and landscape level natural resource planning.

YEARS OF EXPERIENCE

34

EXPERTISE

Ecological restoration

Biology

Wetland delineation and restoration and mitigation design

Climate change

Permitting

CEQA

NEPA

EDUCATION

B.L.A./M.U.P. Program; City University of New York; 1988

B.S., Biology; St. Lawrence University; 1985

REGISTRATIONS / CERTIFICATIONS

California Climate College; California Department of Fish and Wildlife

Habitat Evaluation Procedure (HEP) Certification; U.S. Fish and Wildlife Service

California Rapid Assessment Methodology (CRAM) Certified

Wetland Delineation Certification

Managing Habitats for CA Red-Legged Frog Certification

Climate Smart Riparian Restoration Certification

Ms. Moran's focus is on feasibility and implementation so that degraded habitats and environments are restored and functioning at a higher level. She has directed environmental impact analyses (CEQA/NEPA), biological resource inventories, multi-agency permitting, vulnerability assessments, and habitat restoration and monitoring plans. She plays a pivotal role in integrating the work of multiple specialties to help resource agencies and project proponents achieve their sustainability and resilience goals while balancing environmental stewardship and project design. Under Ms. Moran's management, staff have created multiple vegetation management, habitat conservation, mitigation, and restoration plans from concept through construction within a variety of sensitive California habitats.

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

*** American River Parkway Natural Resources Management Plan; Sacramento County Regional Parks; Sacramento, California.** *Role: Principle in Charge. Senior oversight of a comprehensive management plan to balance preservation of natural and cultural resources with the enhancement of recreation and other human uses of parkway, which is designated as a Wild and Scenic River. Large component of plan addresses best practices for vegetation management pertaining to fire risk reduction, invasive species control, and native revegetation for post-fire and flood control mitigation areas. NEPA/CEQA, permitting, grant support and interagency coordination.*

*** Meadowood Estates Subdivision Project, EIR, FMP/VMP; San Mateo County.** *Role: Principal Biologist. Worked with project proponent's biologist and Central County Fire Department to develop Fire Management and Vegetation Management plans for preliminary construction and final lot construction in the WUI to meet requirement of Governor Gavin Newsom's issued Executive Order N-05-19. Plans balanced special-status plant and animal species, jurisdictional drainages, and oak woodland preservation with state and County guidelines for fire risk reduction through vegetation management. These plans were incorporated into EIR and its MMRP.*

*** Bear Creek Redwoods Vegetation Management Plans; Midpeninsula Regional Open Space District; Bear Creek Redwoods Open Space Preserve, Santa Clara County, California.** *Role: Senior Restoration Ecologist. Assisted with development of invasive species management plan, integrated pest management plan, and mitigation and monitoring plan for sensitive species adjacent to public access areas. Provided focused habitat restoration and enhancement plans for western pond turtle.*

AWARDS / HONORS

On the River's Edge Competition, Salt Lake County, Utah "Jordan Rising" - Winner People's Choice and Conservation Innovation Awards

MEMBERSHIPS

SER, CNPS, SWS

* **Lake Chabot Regional Park Campus Modernization Firesafe Landscape Plan; Castro Valley, Alameda County, California.** Role: Landscape Architect / Restoration Ecologist. Developed firesafe landscape design plan that utilized native fire-resistant plants, provided defensible space around proposed structures, and reduced wildfire risk

* **Bear Gulch Upper Diversion Fish Passage, Woodside, San Mateo County, California** Role: Principal Biologist/Restoration Specialist. Conducted oversight of environmental permitting, biological monitoring, and stormwater compliance required to construct fish passage improvement project to benefit steelhead trout; prepared habitat mitigation plan, tree preservation plan, and long-term operations and maintenance

monitoring and vegetation management plan; and worked closely with Cal Water on agency coordination and compliance, including long-term mitigation plan for water diversion projects.

* **Los Gatos Creek Bridge and Guadalupe River Restoration Projects; San Jose, Santa Clara County, California.** Role: Principal Restoration Specialist. Revised and adapted existing restoration plans to provide feasible restoration components to benefit steelhead, western pond turtle, and California red legged frog habitat adjacent to bridge improvements along the railroad corridor; working with CalTrain on long-term mitigation strategy for cumulative project impacts along corridor; providing grant assistance for stewardship and education programs to improve safe, clean access to watershed resources; and provided post-fire recovery (homeless source) vegetation management strategy as part of long-term monitoring and maintenance program. Los Gatos Creek Bridge restoration is in year 3 of monitoring.

* **Coyote Point Eastern Promenade Renovation Project, Coyote Point Recreation Area, San Mateo County, California.** Role: Restoration, Permitting, and Biology Lead. Managed biological and regulatory permitting tasks for renovation of shoreline promenade within recreation area; provided specifications for native plant species to replace/supplement recreation area renovation landscape; prepared tree removal and maintenance plan to coincide with County Park's Vegetation Management Plan policies for risk reduction; and provided grant support.

* **Tolay Lake Master Plan; Sonoma County Parks; Sonoma County, California.** Role: Senior Biologist / Restoration Specialist. Led review of biological and hydrological studies to identify opportunities and constraints for enhancement of wide range of habitat types, and identified serpentine habitat with opportunities to restore and enhance habitat for California tiger salamander, California red-legged frog, and ponded, seasonal, and riparian wetlands. Habitat restoration goals and identified projects were incorporated into master plan. Master Plan EIR was certified in January 2019.

* **Stevens Creek Corridor Parks Master Plan; Cupertino, Santa Clara County, California.** Role: Senior Biologist / Restoration Specialist. Led biological studies, stream and meadow restoration opportunities and constraints analysis, regulatory permitting support, and environmental education opportunities for master plan. Restoration focuses on McClellan Ranch Preserve portion of project, which provides opportunities for stream, wetland, meadow, off channel pond, and upland habitat restoration for variety of special-status species.

* **Joseph D. Grant County Park California Red-Legged Frog and California Tiger Salamander Pond Improvements. Santa Clara County, California.** Role: Principal Biologist / Restoration Specialist. Oversaw population data review and analysis to plan for restoration and enhancement of series of ponds for benefit of California red-legged frog and California tiger salamander, and ranked feasibility of pond restoration relative to climate change water budget projections.

* **Former Oak Knoll Naval Hospital Site; Oakland, Alameda County, California.** Role: Senior Project Manager / Restoration Lead. Prepared biological assessment and conceptual creek restoration plan, tree mitigation, and open space management plan for proposed development of hospital site; coordinated interagency permitting for project; participated in public outreach sessions; coordinated with City planning staff; prepared biological resources section and contributed to hydrology section of supplemental EIR, completed in 2007; and created mitigation and monitoring plan for complex project involving all phases of proposed buildout through 2017 (demolition, remediation, restoration, construction, and monitoring). Key biological issues included Alameda whipsnake habitat monitoring, 1.3 miles of riparian wetland restoration, oak woodlands, and native grasslands preservation and enhancement.

JESSIE HENDERSON-MCBEAN, B.S., BIOLOGIST

Ms. Henderson-McBean is a biologist with biological resource experience throughout the Bay Area, Central Coast, and Central Valley. She is an experienced biological surveyor who uses various sampling techniques and protocols to conduct environmental inspections, preconstruction surveys and biological monitoring for a variety of projects. Her experience includes extensive surveys in the Carrizo Plains focusing on nesting bird, avian point count, and avian fatality surveys, as well as radio telemetry tracking, wildlife camera deployment, spotlighting surveys for San Joaquin kit fox, and spotlighting and crepuscular surveys for burrowing owl.

Ms. Henderson-McBean has completed focused preconstruction surveys, biological technical reports, and conducting habitat assessments for numerous species throughout the San Francisco Bay Area, including burrowing owl, Swainson’s hawk, western snowy plover, California red-legged frog, San Francisco garter snake, San Francisco dusky-footed woodrat, western pond turtle, California tiger salamander, Santa Cruz long-toed salamander, salt marsh harvest mouse, and Ridgway’s rail.

YEARS OF EXPERIENCE

10

EXPERTISE

Environmental compliance and construction monitoring

Natural resource surveys

Bird behavior/nesting surveying and identification

California red-legged frog, San Joaquin kit fox, burrowing owl preconstruction surveys

San Joaquin kit fox and burrowing owl spotlighting nighttime surveys

EDUCATION

B.S., Wildlife, Fish and Conservation Biology; University of California, Davis; 2012

PERMITS

California Department of Fish and Wildlife Scientific Collecting Permit (SC13432); 2016

TRAINING

California Red-legged Frog Workshop, Alameda County Resource Conservation District; 2015

California Tiger Salamander Workshop, Elkhorn Slough Coastal Training Program; 2014

Burrowing Owl Workshop Training, Elkhorn Slough Coastal Training Program; 2014

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Enhanced Vegetation Management Program; Utility Client; Multiple Counties, California. SWCA provided on-call support for the AWRP/EVM Program by deploying experienced natural resource and cultural resource specialists, often under rapid response times, to basecamps throughout the client’s service territory. SWCA was tasked with conducting field coordination, botanical surveys, special-status species surveys, wetland and riparian mapping, cultural resource identification and flagging, environmental trainings, biological and cultural monitoring, and meetings with local land management agencies. *Role: Biologist. Coordinated with environmental leads and on-site basecamp leads, conducted preconstruction surveys, provided environmental awareness training to crews, and performed biological monitoring during tree trimming and removal work.*

*** City of Santa Cruz North Coast Pipeline Phase 3, Rehabilitation Project; Santa Cruz County.** The North Coast Pipeline Phase 3 Rehabilitation Project replaced approximately 16,500 linear feet of raw water transmission main supplying municipal water to the City of Santa Cruz. Running parallel to Highway 1, this project crossed and impacted California red-legged frog habitat. *Role: Designated Biologist. Acted as designated biologist, approved by USFWS and CDFW to handle and relocate California red-legged frog under project Biological Opinion (08EVEN00-2015-F-0416); conducted daily sweeps of access roads and work areas for rare plants and sensitive wildlife including California red-legged frog and provided guidance on adjusting work activities for avoidance; and observed over 300 California red-legged frogs, from larvae to adults, during course of monitoring road grading, vegetation clearing, excavations, and Best Management Practice installation activities.*

PV Water Blend Well Improvements Project Environmental Permitting and Documentation Support; Pajaro Valley Water Management Agency; Monterey and Santa Cruz Counties, California. SWCA provided environmental permitting and document sufficiency assessments for a water management project in Watsonville. The project included construction of additional water storage tanks and a disk filtration system within the agency’s existing water treatment facility and the addition of two new distribution pipelines to better serve Santa Cruz and Monterey County customers. *Role: Biologist. Performed preconstruction surveys for California red-legged frog and*

MEMBERSHIPS

Member, The Wildlife Society; 2014–present

Member, Raptor Research Foundation, 2015–present

nesting birds; provided bi-weekly nesting bird surveys throughout the nesting bird season for duration of project construction; worked with contractor throughout construction activities to avoid impacts to nesting birds; and created environmental training brochure and provided environmental awareness trainings to contractor.

AIMCO Storm Drain Restoration Project Biological Assessment; AIMCO Esplanade Avenue Apartments, LLC; Pacifica, San Mateo County, California. SWCA prepared a Biological Assessment suitable for use by the USACE during Section 7 consultation

with the USFWS and NOAA Fisheries. Special-status species reviewed included western snowy plover, Coho salmon, and Chinook salmon. *Role: Biologist. Conducted nesting bird surveys focusing on western snowy plover.*

Santa Clara Valley Water District Biological Monitoring; Ranger Pipelines Inc.; San Jose, Santa Clara County, California. SWCA provided nesting bird surveys, nesting bird deterrence, and ongoing biological monitoring services for a water pipeline project site supporting nesting red-tailed hawk. SWCA also provided environmental awareness program training. *Role: Biologist. Conducted nesting bird and raptor surveys throughout project construction, and provided monitoring of red-tailed hawk nest and guidance to contractor to adjust work activities for avoidance.*

Travis Air Force Base Gas Pipeline System Upgrade Project; PG&E; Solano County, California. SWCA provided biological surveys and monitoring services to assure compliance with mitigation measures from the Project ERTC. Species of concern include: Contra Costa goldfields, vernal pool tadpole shrimp, California tiger salamander, burrowing owl and nesting birds. *Role: Biologist. Performed preconstruction surveys for sensitive species presence and nesting birds. Providing monitoring for special-status species during construction activities, crew environmental awareness training, communicating with the client about project concerns and producing daily activity reports.*

L-191-1 Site 7 Pipeline Replacement Biological Monitoring; PG&E; Contra Costa County, California. SWCA provided biological survey and monitoring services to assure compliance with mitigation measures from the Project Environmental Release To Construction and East Bay Regional Park Encroachment Permit. Species of concern included Alameda whipsnake and nesting birds. *Role: Biologist. Provided monitoring for special-status species during construction activities and crew environmental awareness training, communicated with client about project concerns, and produced daily activity reports.*

PG&E's Valve Automation / Valve Repair and Replacement Program Environmental Services; Surf 2 Snow Environmental Resource Management; Multiple Counties, California. SWCA provided environmental services in support of the program throughout PG&E's service territory, including preparation of permit applications, agency consultation, project biological review, preconstruction nesting bird surveys, special-status species surveys, and biological monitoring/training. *Role: Biologist. Conducted preconstruction surveys for sensitive species presence and nesting birds/raptors, conducted crew environmental awareness training and special-status species monitoring during construction activities, and produced daily activity reports.*

1300 Block Cedar Street Paving Project Biological Study; Walt Wyckoff; Montara, San Mateo County, California. SWCA completed a biological study, consisting of background research and a site visit, and prepared a biological report. *Role: Biologist. Conducted habitat assessment surveys for California red-legged frog and San Francisco garter snake.*

South Lake Solar Project Environmental Impact Report; County of Fresno Planning Department; Fresno, Fresno County, California. SWCA is preparing an EIR for an up to 80-megawatt (MW) photovoltaic solar energy facility, up to 80 MW battery storage system, and 70 kilovolt (kV) overhead generation tie line on an approximately 585 acres in western Fresno County. Key issues addressed in the EIR included air quality impacts resulting from construction emissions, biological impacts from the loss of Swainson's hawk foraging habitat, and the potential for cumulative impacts caused by the project. *Role: Biologist. Drafted EIR biological resources section.*

ERICH SCHICKENBERG, B.S., ARBORIST

Mr. Schickenberg received a Bachelor of Science degree in Botany from San Francisco State University in 2012. His studies focused on plant taxonomy, plant anatomy, plant ecology, and mycology. He has worked in a wide variety of habitats throughout California, and his experience includes special-status plant surveys, invasive species management, restoration monitoring, native seed collection, restoration planting, mitigation land monitoring, and vegetation community mapping. Mr. Schickenberg has extensive experience providing biological services to quarry and mining projects, including the Santa Clara County Permanent Quarry project in Cupertino.

Mr. Schickenberg has training in wetland delineation and plant pathogen identification, and extensive experience working with various sensitive wildlife species, including San Francisco garter snake, California red-legged frog, California tiger salamander, salt marsh harvest mouse, and Alameda whipsnake. He is also an International Society of Arboriculture (ISA)-certified arborist and an expert in environmental compliance, including biological monitoring and stormwater inspection.

YEARS OF EXPERIENCE

7

EXPERTISE

Project management
Special-status flora and fauna surveys
Plant ecology
Restoration planning and monitoring

EDUCATION

B.S., Botany; San Francisco State University, San Francisco, California; 2012

REGISTRATIONS / CERTIFICATIONS

ISA Certified Arborist No. #WE-10211A

TRAINING

40-hour basic wetland delineation
California Department of Fish and Wildlife rare plant survey protocols
Carex Workshop
Brassicaceae Workshop
Forest Diseases Workshop

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

* **Permanente Quarry; Cupertino, Santa Clara County, California.** Managed multiple aspects of Santa Clara County SMARA Conditions of Approval (COA) compliance of long-term Reclamation Plan at 3,500-acre quarry. *Role: Biologist. Coordinated subcontractors; conducted tree and plant surveys, storm water management and compliance, BMP installations, mining safety, and restoration and reclamation compliance; prepared COA compliance report presented to County on annual basis; and assisted in monitoring of revegetation test plots and associated data analysis.*

* **Bat Emergence Surveys and Breeding Bird Surveys; Confidential Client; Santa Clara County, California.** *Role: Biologist. Assisted with systematic area-confined breeding bird nest searches for confidential client conducting geologic exploration in grassland, chaparral, forested and riparian habitats, and conducted breeding bird surveys along historic and green-field access roads prior to grading activities and within proposed drill pads. When nests were discovered, established buffers using construction flagging and conducted monitoring to determine when breeding activities were complete or nests predated. Worked closely with project personnel to ensure no nests were lost as result of standard operations, and assisted with bat emergence surveys to determine if bat roosts were present in any proposed work areas prior to work initiation.*

* **Santa Clara County Bridge Scour Biological Studies and Permitting; Santa Clara County, California.** *Role: Biologist. Oversaw team conducting vegetation monitoring for 12 bridge sites and prepared annual vegetation monitoring reports.*

* **Santa Margarita Quarry Expansion Project; Hanson Aggregates; Santa Margarita, San Luis Obispo County, California.** Hanson Aggregates is applying for a modification to an existing Conditional Use Permit and seeking approval for a Reclamation Plan Amendment to expand the existing operations of the Santa Margarita Quarry, a hard-rock

aggregate mining facility. *Role: Biologist. Conducted oak woodland assessment and assisted with preparation of oak woodland mitigation plan to identify suitable coast live oak woodlands for preservation, in compliance with County of San Luis Obispo compensatory mitigation requirements pursuant to CEQA.*

* **Pilarcitos Quarry Biological Surveys; Vulcan Materials Company; San Mateo County, California.** The Pilarcitos Quarry is a 53-acre aggregate mining facility located on approximately 593 acres just east of Half Moon Bay. As part of the planned expansion and ongoing operations, and in compliance with the USFWS Biological Opinion (81420-2008-F-0294-1), West Coast Aggregates placed a

conservation easement on 192.5 acres of the northern portion of the property, and constructed two mitigation ponds to provide habitat for federally listed California red-legged frog and San Francisco garter snake. *Role: Biologist. Conducted invasive weed mapping and California red-legged frog surveys during post-construction monitoring of on-site biological resources, and successfully identified California red-legged frog on-site during surveys.*

* **Antonio Mountain Ranch Mitigation Bank; Placer County, California.** *Role: Biologist. Performed hydrologic monitoring of aquatic resources and performed brachiopod surveys in support of completing mitigation bank enablement requirements on a site containing extensive vernal pool, perennial marsh, and seasonal wetland habitat*

* **Breuner Marsh Restoration Project; East Bay Regional Parks District; Contra Costa County, California.** This project involved the restoration of previously filled tidal marsh habitats, enhancement of marsh transition zones, and creation of seasonal wetlands and passive recreation opportunities on over 150 acres of land. The site contains large expanses of tidal marsh wetlands and associated federally endangered species such as salt marsh harvest mouse and Ridgeway's (California) clapper rail. *Role: Biologist. Approved by USFWS project biological monitor; monitored for salt marsh harvest mouse and Ridgeway's rail during various project activities; monitored extensive wetland vegetation removal phase, which included observation of over 130 salt marsh harvest mice; and implemented avoidance measures to prevent take of animals during the vegetation removal process.*

* **Mare Island Dry Dock Fish Salvage; Vallejo, California.** Mothballed vessels from the National Defense Reserve Fleet in Suisun Bay are brought to the dry docks at the former Mare Island Naval Shipyard to be recycled under contract by Allied Defense Recycling. In accordance with permit requirements of the USFWS, NOAA Fisheries, and CDFW, biologists are required to be present during final stages of dewatering to salvage (rescue) stranded fish from the dry dock. Captured fish were placed in aerated holding coolers, identified to species, counted, and measured before being returned to the Mare Island Channel of the Napa River. *Role: Biologist. Assisted in multiple salvages and has captured and identified several native and invasive fish species.*

* **Sherman Island Whale's Mouth Wetland Restoration Project; Ducks Unlimited, Inc. and California Department of Water Resources; Sacramento County, California.** This is a habitat restoration project on Sherman Island, located in the extreme western Delta near the confluence of the Sacramento and San Joaquin Rivers, would restore approximately 600 acres of palustrine wetlands on lands owned by the Department of Water Resources (DWR), which are currently managed for flood-irrigated pasture lands. This project is part of ongoing restoration efforts by DWR to stop or reverse subsidence in the delta, create wildlife habitat, and sequester atmospheric carbon. *Role: Biologist. Assisted with permitting process, overseeing several special-status plant surveys and assisting with associated reports.*

* **San Vicente Redwoods Public Access Plan; Santa Cruz County, California.** The San Vicente Redwoods is an approximately 8,500-acre property located in the Santa Cruz Mountains. The Conservation Vision for the property envisions integration of preservation, restoration, and sustainable timber harvesting with research, education, and recreation, and is the result of a successful collaboration between Land Trust of Santa Cruz County and Save the Redwoods League, with additional assistance from six other organizations. *Role: Biologist. Assisted with biological resources surveys for planned extensive multi-use trail system on property.*

* **Wavecrest Coastal Trail Northern and Southern Alignments; Half Moon Bay, San Mateo County, California.** *Role: Biological Monitor. Conducted biological monitoring during construction activities for California red-legged frog, San Francisco garter snake, and San Francisco dusky-footed woodrat; conducted preconstruction wildlife surveys and led a special-status plant survey for Choris' popcorn flower; involved in Southern Alignment portion of project and assisted with preparation of biological constraint analysis for wildlife and Environmentally Sensitive Habitat Areas (ESHAs), and results of analysis were incorporated into trail location and design planning to limit impacts to ESHAs and wildlife species.*

LEROY LAURIE, B.S., CULTURAL RESOURCES LEAD

Mr. Laurie is an archaeologist and cultural resources lead with cultural resource project experience throughout California and Nevada. He has conducted work in a variety of cultural and geographic regions including, but not limited to, the Sierra Nevada, Great Basin, San Joaquin Valley, Central and Coast Ranges, Mojave and Sonoran Deserts, San Francisco Bay area, and Yosemite Valley. In addition to the organization and execution of field projects, he has been the primary or contributing author to several planning-level documents for large- and small-scale projects.

Mr. Laurie has worked on a variety of cultural resources studies and has helped manage and implement several Phase I and Extended Phase I studies. He has authored or co-authored numerous technical reports and cultural resources sections for EIRs, Environmental Assessments, and Expanded Initial Studies. Mr. Laurie has technical experience in archaeological fieldwork, laboratory analyses, archaeological testing plans, and graphics and mapping. He has been the primary point of contact for Native American coordination for CEQA and NHPA Section 106 compliance projects.

YEARS OF EXPERIENCE

18

EXPERTISE

Archaeology

Report preparation

Cultural resources analysis

Mapping

Graphic Design

Molluscan Identification and Analysis

EDUCATION

B.S., Social Sciences, e: Env.

Geography, m:

Anthropology/Geography; California Polytechnic State University, San Luis Obispo; 2001

PERMITS

USDA Forest Service Archaeological Investigations Permit (LAR9058), Field Director; SCE Service Territory within Federal Lands

USDA Forest Service Archaeological Investigations Permit (BDFSWCA01), Field Director; San Bernardino National Forest - San Jacinto and Arrowhead Ranger Districts

U.S. Bureau of Land Management Cultural Resource Use Permit (CA-17-23), Field Director; CA

SELECTED PROJECT EXPERIENCE

Enhanced Vegetation Management Program; Utility Client; Multiple Counties, California. SWCA provided on-call support for the AWRR/EVM Program by deploying experienced natural resource and cultural resource specialists, often under rapid response times, to basecamps throughout Client's service territory. SWCA was tasked with conducting field coordination, botanical surveys, special-status species surveys, wetland and riparian mapping, cultural resource identification and flagging, environmental trainings, conducting biological and cultural monitoring, and meeting with local land management agencies. *Role: Cultural Resources Specialist. Conducted records search, Native American Consultation, and background and archival research.*

North American Electric Reliability Corporation Priority II Environmental Services; Pacific Gas and Electric Company; Various Counties, California. SWCA provided environmental management and biological support services to assist Pacific Gas and Electric Company (PG&E) with programmatic support for the National Electric Reliability Corporation (NERC) compliance program on the modification of over 400 electric transmission structures on approximately 60 transmission lines throughout California. For each NERC project, SWCA completed a resource constraints review and analysis, identified permits and regulatory approvals, addressed California Public Utilities Commission (CPUC) General Order 131-D compliance, and drafted release to construction documents. Additional services included resource surveys, construction monitoring, and GIS mapping. *Role: Archaeologist. Assessed cultural resources sensitivity and risk for hundreds of PG&E transmission line infrastructure improvement projects; provided management recommendations; conducted necessary fieldwork; and prepared desktop reviews and cultural resources reports.*

Confidential Electric Transmission Project Proponent's Environmental Assessment; Confidential Client; San Luis Obispo County, California. SWCA is providing planning and permitting support for a new 230 kV/70 kV substation, 8 miles of new aboveground 70 kV power line, 6 miles of reconductoring of a 70 kV line, and a 230 kV interconnection. Services include cultural, biological, and paleontological resource surveys; PEA preparation; permit to construct application filing and noticing; and post-filing CEQA and permitting support. The application for Permit to Construct was filed in

TRAINING

First Aid / CPR Certification, American Red Cross; 2008

Competent Person / Trench Safety Certification (8-Hour), United Rentals; 2007

MEMBERSHIPS

Member, Society for California Archaeology

January 2017 and the PEA is under CEQA review (Application No. A.17-01-023). *Role: Cultural Resources Lead. Conducted records search, Native American Consultation, and background and archival research, and prepared archaeological technical reports.*

Morro Bay-Templeton 230kV Tower 0/4 Replacement Project Extended Phase I of a Portion of CA-SLO-499; PG&E; Morro Bay, San Luis Obispo County, California.

SWCA conducted an Extended Phase I study including the excavation of 14 shovel test units within the project's Area of Direct Impact. *Role: Cultural Resources Specialist. Conducted records search, Native American Consultation, and background and archival research; acted as field director for excavations; and prepared technical report summarizing findings and providing management recommendations.*

Diablo Canyon Power Plant 500 kV Tower and Owner-Controlled Area Camera

Tower Access Project Environmental Services; PG&E; San Luis Obispo County, California. SWCA conducted biological and cultural resources surveys, reporting, training, and monitoring for the project. *Role: Cultural Resources Specialist. Conducted records search, Native American Consultation, and background and archival research, and prepared archaeological technical report.*

Alamo Water Tank Replacement Environmental Services; Golden State Water Company; Los Osos, San Luis Obispo County, California. SWCA is preparing technical studies and the CEQA environmental document for the demolition and replacement of an existing 84,000-gallon bolted steel reservoir with a new 84,000-gallon welded steel reservoir, as well as construction of a driveway to provide access to the site, in the community of Los Osos. *Role: Cultural Resources Specialist. Conducted archaeological survey and Native American outreach.*

Bello Bridge Replacement Environmental Services; Quincy Engineering Inc.; Pismo Beach, San Luis Obispo County, California.

SWCA is providing environmental services, including preparation of all CEQA/NEPA documentation, technical studies, and permitting, for the replacement of the Bello Street bridge over Pismo Creek in the city of Pismo Beach. Due to sensitive archaeological resources in the area, SWCA also performed an Extended Phase I Archaeological Survey of the project area. *Role: Cultural Resources Specialist. Conducted archaeological survey and Expanded Phase I, and prepared associated technical reports.*

Butano Creek Bridge Feasibility Study; Quincy Engineering Inc.; Pescadero, San Mateo County, California. SWCA compiled background data for the project, ultimately proposing a two-phased approach to complete the feasibility-level environmental evaluation of the project consisting of an initial constraint memorandum, mapping, and a detailed environmental review to be incorporated into the study. SWCA also prepared a Preliminary Environmental Analysis Report to determine initial environmental constraints for incorporation into the Draft Feasibility Study Report. *Role: Cultural Resources Specialist. Reviewed background materials, conducted literature review, and prepared constraints document.*

Seawall Archaeological and Biological Monitoring; City of Pismo Beach; Pismo Beach, San Luis Obispo County, California.

SWCA conducted archaeological and biological monitoring for the Emergency Upper-Bluff Stabilization Project in Pismo Beach, which included stabilizing the natural coastal bluff erosion taking place along the bluff edge of Price Street, threatening to undermine the road and sidewalk and impact existing utility pipelines and other infrastructure. *Role: Cultural Resources Specialist. Conducted archaeological monitoring during stabilization.*

Concord Reuse Project Environmental Impact Report; City of Concord; Concord, Contra Costa County, California. SWCA is currently preparing an EIR for the Concord Reuse Project (CRP) Specific Plan for the City of Concord. The CRP Specific Plan addresses a phased mixed-use development on approximately 2,300 acres of the former Concord Naval Weapons Station site. The project would include up to 13,000 residential units and 8.4 million square feet of commercial/campus/institutional uses, and greenway and park uses. SWCA successfully published the Notice of Preparation on schedule and under budget. *Role: Cultural Resources Specialist. Conducted records search, Native American Consultation, and background and archival research, and prepared archaeological technical report.*

ANNA BELK, M.A., GIS SPECIALIST

Ms. Belk is the GIS specialist that provides support for projects in northern California. She provides maps, analysis, and survey collection resources for project managers and SWCA clients. Ms. Belk has a background in environmental science related to climate and ocean science and using GIS for natural resource and conservation planning. She is an experienced user of ESRI ArcGIS pro, ArcMap, ArcGIS online, Collector, Survey123, and ENVI software, and has additional technical training in spatial analysis using R, programming using python, and remote sensing.

YEARS OF EXPERIENCE

3

EXPERTISE

Esri GIS mapping software and programming

EDUCATION

M.S., Climate Science: Ocean Atmospheric Dynamics; University of California Berkeley; 2019

Graduate Certificate Program, Geographic Information Science and Technology; University of California Berkeley; 2019

B.S., Marine Science; University of California Berkeley; 2017

Certification, Business for Arts, Sciences, and Engineering; Hass School of Business BASE Program; 2017

TRAINING

ESRI Geospatial Data Management

AWARDS / HONORS

Prior ESRI GIS Dangermond Fellow

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Fire Fuel and Invasive Weed Reduction Program Environmental Compliance; Sewer Authority Mid-Coastside; Half Moon Bay, San Mateo County, California.

SWCA is providing environmental compliance services including herding coordination and monitoring for the Sewer Authority Mid-Coastside (SAM) Fire Fuel and Invasive Weed Reduction Program in Half Moon Bay. *Role: GIS Specialist. Produced maps, analysis, and relevant data based on project needs, and organized mapping and data collection efforts for site visits where necessary.*

Concord Reuse Project Specific Plan CEQA Analysis; City of Concord; Concord, Contra Costa County, California.

SWCA is currently preparing an EIR for the Concord Reuse Project (CRP) Specific Plan. The CRP Specific Plan addresses a phased mixed-use development on approximately 2,300 acres of the former Concord Naval Weapons Station site. The project would include up to 13,000 residential units and 8.4 million square feet of commercial/campus/institutional uses, and greenway and park uses. *Role: GIS Specialist. Produced maps, analysis, and relevant data based on project needs, and organized mapping and data collection efforts for site visits where necessary.*

Chanticleer Park Phase I Development Stormwater Pollution Prevention Plan; Granite Construction Company; Santa Cruz, Santa Cruz County, California.

SWCA is providing permitting support including the preparation of a Stormwater Pollution Prevention Plan (SWPPP), SWPPP inspections, and pH/turbidity monitoring for a park improvement project. *Role: GIS Specialist. Produced maps, analysis, and relevant data based on project needs, and organized mapping and data collection efforts for site visits where necessary.*

Pacific Gas and Electric Company Community Pipeline Safety Initiative Initial Study/Mitigated Negative Declaration; City of Half Moon Bay; Half Moon Bay, San Mateo County, California.

SWCA is preparing an Initial Study/Mitigated Negative Declaration (IS/MND) pertaining to the issuance of a Coastal Development Permit to support vegetation maintenance (e.g., removing trees and brush) within PG&E's existing rights-of-way that contain a high-pressure natural gas transmission pipeline within Half Moon Bay. Vegetation maintenance activities would improve emergency access and allow for routine leak surveys, which are necessary to maintain natural gas pipeline integrity. *Role: GIS Specialist. Produced maps, analysis, and relevant data based on project needs, and organized mapping and data collection efforts for site visits where necessary.*

PV Water Coastal Distribution System F-Line Expansion Planning Support; Pajaro Valley Water Management Agency; Watsonville, Santa Cruz County, California. SWCA is preparing a CEQA Addendum and technical background studies for the PV water coastal distribution system pipeline expansion. *Role: GIS Specialist. Produced maps, analysis, and relevant data based on project needs, and organized mapping and data collection efforts for site visits where necessary.*

Magnolia Street Initial Study/Mitigated Negative Declaration; City of Half Moon Bay; Half Moon Bay, San Mateo County, California.

SWCA prepared an IS/MND and supporting technical studies, including a biological resources evaluation, addendum to the biological resources evaluation, and wetland and waters delineation and assessment for the construction of two residences and a fire truck turnaround on a dead end street. In order to achieve CEQA compliance, SWCA prepared the MND and requisite technical studies for submittal to the Half Moon Bay Planning Department. SWCA prepared deliverables on accelerated schedule and worked closely with the project planner to deliver defensible documents. *Role: GIS Specialist. Produced maps, analysis, and relevant data based on project needs, and organized mapping and data collection efforts for site visits where necessary.*

Estrella Substation and Paso Robles Area Reinforcement Project Permitting and Licensing Support; Confidential Client; Paso Robles, San Luis Obispo County, California.

SWCA is providing permitting and licensing support, including preparation of a Proponent's Environmental Assessment (PEA), for a new 230/70 kV substation, 7 miles of new aboveground 70 kV power line, 3 miles of reconducted 70 kV line, and a 230 kV interconnection. Services include cultural, biological, and paleontological surveys; PEA preparation; Permit-to-Construct (PTC) application filing support and noticing; and post-filing CEQA and permitting support. *Role: GIS Specialist. Produced maps, analysis, and relevant data based on project needs, and organized mapping and data collection efforts for site visits where necessary.*

Highland Estates Environmental Compliance Support Services; County of San Mateo; San Mateo, San Mateo County, California.

SWCA is providing oversight and ensuring compliance with a Mitigation Monitoring and Reporting Program (MMRP) and Project Conditions of Approval in conjunction with the certified Final EIR. Highland Estates Development I, LLC has set aside 93 acres of land for the construction of a total of 11 houses on a 97-acre parcel in the San Mateo Highlands area of unincorporated San Mateo County. *Role: GIS Specialist. Produced maps, analysis, and relevant data based on project needs, and organized mapping and data collection efforts for site visits where necessary.*

Suncrest Dynamic Reactive Power Support Project Planning and Permitting Support; Confidential Client; San Diego County, California. [Client is still confidential] SWCA is currently providing planning and permitting support for a dynamic reactive power support facility and associated 230-kV transmission line in California. Services include routing and siting support; alternatives analysis; cultural, biological, and paleontological surveys; preparation of a Proponent's Environmental Assessment; certificate of public convenience and necessity application filing and noticing; and post-filing CEQA and permitting support. SWCA also provided WEAP training and environmental compliance services during the construction phase. *Role: GIS Specialist. Produced maps, analysis, and relevant data based on project needs. Organized mapping and data collection efforts for site visits where necessary.*

Marquette Residential Development Mitigated Negative Declaration; Pizzulli Associates, Inc.; Los Angeles, Los Angeles County, California. SWCA prepared an MND and supporting technical studies, including a tribal cultural resources study, historical resources assessment, biological assessment, and air quality analysis in support of the proposed project in Pacific Palisades. The proposed project includes the demolition of two residences and the construction of eight new single-family homes. In order to achieve CEQA compliance, SWCA prepared the MND and requisite technical studies for submittal to the Los Angeles Department of City Planning. SWCA prepared deliverables on accelerated schedule and worked closely with the project owner to deliver defensible documents. *Role: GIS Specialist. Produced maps, analysis, and relevant data based on project needs, and organized mapping and data collection efforts for site visits where necessary.*

Zzyzx Block Valve Mojave National Preserve Environmental Services; Kinder Morgan Contracting Services LLC; Mojave National Preserve, San Bernardino County, California. SWCA has provided natural and cultural resources and land planning services for Kinder Morgan pipeline maintenance projects in Imperial, San Diego, Riverside, San Bernardino, and Kern Counties. Our specialists have conducted sensitive species surveys, mapping, and reporting; prepared jurisdictional wetland determinations and associated permitting; conducted cultural resource studies; developed NEPA and CEQA documents such as EAs for operations and maintenance; provided on-site construction monitoring and construction crew natural resource training; and provided expertise to avoid impacts and comply with federal and state regulations for threatened, endangered, and sensitive resources. *Role: GIS Specialist. Produced maps, analysis, and relevant data based on project needs, and organized mapping and data collection efforts for site visits where necessary.*

JENNIFER PEREZ TORRE, B.A., PROJECT CONTROLLER

Ms. Perez Torre has 25 years of administrative experience, including supporting and assisting attorneys in case management, logistics, accounting, record keeping, and policy analysis. She organizes and implements field team staffing, including support in recruitment and hiring, timesheet and attendance, expenses/allowances, and payroll questions. She also supports project set-up and review, resources allocation and multi-project scheduling, budget tracking, invoicing, health and safety compliance, file organization and documentation management, and project closeout. Ms. Perez Torre has experience reviewing and compiling data, establishing schedules, arranging meetings, and preparing status reports.

YEARS OF EXPERIENCE

25

EXPERTISE

Coordination

Scheduling

Budget tracking and forecasting

Large document control

Policies and procedures

Preparing agendas

Local, state, and federal court rules and procedures

EDUCATION

B.A., Psychology; Texas Tech University, Lubbock, Texas; 2003

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Santa Clara County Community Wildfire Protection Plan; Santa Clara County Fire Department; Santa Clara County, California. SWCA developed a high-end CWPP and Unit Plan for the County that incorporates a multitude of agencies and jurisdictions. SWCA coordinated all stakeholder and community meetings and facilitating an extensive outreach effort through an online survey portal and other online media. The CWPP comprises a comprehensive risk/hazard analysis that includes an assessment of wildland and urban fuels. *Role: Project Coordinator. Participated in stakeholder meetings and public outreach meetings.*

Enhanced Vegetation Management Program; Utility Client; Multiple Counties, California. SWCA provided on-call support for the AWRR/EVM Program by deploying experienced natural resource and cultural resource specialists, often under rapid response times, to basecamps throughout Client’s service territory. SWCA was tasked with conducting field coordination, botanical surveys, special-status species surveys, wetland and riparian mapping, cultural resource identification and flagging, environmental trainings, conducting biological and cultural monitoring, and meeting with local land management agencies. *Role: Project Controller. Developed project structure, billing guidelines, and field logistic guidelines; prepared progress reports and managed invoicing; and provided field coordination and safety compliance.*

Fire Fuel and Invasive Weed Reduction Environmental Compliance Services; Sewer Authority Mid-Coastside; Half Moon Bay, San Mateo County, California. SWCA provided environmental compliance services including herding coordination and monitoring for the Sewer Authority Mid-Coastside (SAM) Fire Fuel and Invasive Weed Reduction Program in Half Moon Bay. *Role: Project Controller. Managed contract, budget, and invoicing, and coordinated project logistics, field staffing, and safety compliance.*

Vegetation Management and Fire Abatement Program Biological Services; City of Half Moon Bay; Half Moon Bay, San Mateo County, California. SWCA provided biological resources services including surveys and reporting for the City Vegetation Management and Fire Abatement Program. *Role: Project Controller. Managed contract, budget, and invoicing, and coordinated project logistics, field staffing, and safety compliance.*

Canyon Lane Roadway Improvements EIR; County of San Mateo; Redwood City, San Mateo County, California. SWCA is preparing an EIR and technical background studies for the project for the improvement of Canyon Lane, which includes development of a single-family residence on one parcel, and future development of residences on 11 parcels, as well as the construction of new utilities, including a waterline and an underground distribution line. *Role: Project Controller. Managing budget and invoicing; preparing progress reports, change orders, and reallocation of existing funds; and coordinating project logistics, field staffing, and safety compliance.*

Highland Estates Environmental Compliance Support Services; County of San Mateo; San Mateo, San Mateo County, California. SWCA is providing oversight and ensuring compliance with a Mitigation Monitoring and Reporting Program (MMRP) and Project Conditions of Approval in conjunction with the certified Final EIR. Highland Estates Development I, LLC has set aside 93 acres of land for the construction of a total of 11 houses on a 97-acre parcel in the San Mateo Highlands area of unincorporated San Mateo County.

Role: Project Controller. Managing budget and invoicing; preparing progress reports, change orders, and reallocation of existing funds; and coordinating project logistics, field staffing, and safety compliance.

PV Water Recycled Water Facility Treatment Compliance Support; Pajaro Valley Water Management Agency; Multiple Counties, California. SWCA provided document sufficiency assessments, environmental document, environmental permitting, and technical studies support for three separate water management projects located in Watsonville and Moss Landing. SWCA prepared a CEQA-Plus environmental document addendum, two CEQA addendums, NHPA Section 106 and CEQA archaeological surveys and reports, provided consultation assistance with the SHPO; and conducted Extended Phase I archaeological presence absence testing, a wetland delineation, and biological technical reporting; provided preparation assistance for funding applications; and managed environmental compliance monitoring, preconstruction surveys, and field staff training. *Role: Project Coordinator. Provided field coordination; prepared progress reports; and managed budget and invoicing.*

CSU Dominquez Hill Master Plan; WSP USA INC.; San Bernardino County, California. SWCA conducted technical studies and prepared EIR sections for compliance with state and federal statutes, particularly CEQA and NEPA, in support of the 2019 Master Plan. Technical work included a desktop archaeological sensitivity study and a preliminary jurisdictional delineation. *Role: Project Coordinator. Provided project management support including field coordination, budget management, and invoicing.*

Monterey Sewer Rehabilitation Packages 3, 5, 6 Construction Monitoring; City of Monterey; Monterey, Monterey County, California. SWCA provided environmental support services for over 100 sewer repair projects throughout Monterey, including biological and cultural environmental compliance monitoring, preconstruction surveys, archaeological surveys and reports, field staff training, and report preparation to document CEQA mitigation and monitoring requirements. *Role: Project Coordinator. Provided project management support including field coordination, budget management, and invoicing.*

Green Beanworks Solar Projects C and D Initial Study/Mitigated Negative Declaration; sPower Development Company, LLC; Lancaster and Palmdale, Los Angeles County, California. SWCA provided biological resources services for a proposed solar generation facility and a 500-foot buffer surrounding the project site. SWCA conducted a biological constraints analysis (BCA) for the projects, which provided the technical basis for the planning-level assessment of potential impacts to biological resources that had the potential to result from project implementation, and supported the Conditional Use Permit from the City of Lancaster. After completion of the BCA, SWCA prepared two IS/MNDs satisfying the CEQA review. *Role: Project Coordinator. Provided project management support including field coordination, budget management, and invoicing.*

Confidential Electric Transmission Project Proponent's Environmental Assessment; Confidential Client; San Luis Obispo County, California. SWCA is providing planning and permitting support for a new 230 kV/70 kV substation, 8 miles of new aboveground 70 kV power line, 6 miles of reconductoring of a 70 kV line, and a 230 kV interconnection. Services include cultural, biological, and paleontological resource surveys; PEA preparation; permit to construct application filing and noticing; and post-filing CEQA and permitting support. The application for Permit to Construct was filed in January 2017 and the PEA is under CEQA review (Application No. A.17-01-023). *Role: Project Controller. Coordinating project logistics, field staffing, safety compliance, accounting, and recordkeeping; developing project structure, billing guidelines, and budget tracking system for multiple-client project; and preparing monthly forecasts, monthly progress reports, and change orders.*

Carol Henson
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Summary of Qualifications

I have over thirty-eight years of experience in all phases of wildland fire and fuels management, which include over 29 years with the Forest Service. I've served in various capacities on engines and hotshot crews promoting to Battalion Chief and Forest Fuels Officer prior to my final position as a Fire Management Specialist for an Enterprise Team with the Washington Office.

My expertise includes fire behavior modeling, weather analysis, risk and hazard assessments, development of wildfire hazard mitigation strategies, and community wildfire protection planning.

Professional Experience

Geo Elements, LLC, October 2009 - present

I own and operate a wildland fire and fuel consulting business. Serve as fire management specialist and principle author on wildland fire and fuels related plans and reports, community wildfire protection plans, risk and hazard mitigation specialist, development of wildfire mitigation strategies including structure hardening and vegetation management, and firesafe planning. Conduct fire behavior modeling and weather data analysis in support of wildfire hazard and risk assessments. I've managed a range of projects, including twelve community wildfire protection plans, a wildland fire urban interview case study, and a myriad of other wildfire related projects.

My duties include all aspects of business including customer service, billing, marketing, sales, purchasing, accounting, contracting, and hire and supervise subcontractors.

U.S. Forest Service, WO, Adaptive Management Services Enterprise Team, May 2003 to Oct 2009

Served as project manager for a variety of wildland fire and fuels projects including fire behavior assessments, fire behavior modeling, fire behavior research, fire management plans, fuels technical input for environmental analyses, validating requirements for structure protection, multiple National Fire Plan success stories, and coordinated with multiple federal, state, and local agencies. Utilized ESRI ArcGIS for multiple projects.

U.S. Forest Service, Los Padres National Forest, July 1997 to May 2003

Served as Santa Barbara Ranger District and the Los Padres National Forest Fuels Officer where I was responsible for overall program management including the budget, program planning, and supervising a team of four. Duties included developing a forest-wide fuel treatment strategy that included planning and implementing numerous fuel treatment projects across the 1.7 million acre forest that led to 5-year program of work.

Wrote multiple burn plans of various complexity, managed a complex prescribed fire burn program, provided formal and informal fire and safety training, utilized ESRI ArcView to develop database and spatial historical forest fuel treatment maps, provided public education on fire and hazardous fuels, provided technical input for NEPA; provided technical input for forest land

management plans. Also, contracted and coordinated with local, state, and federal agencies and served on numerous Forest Service and public committees involved with various fuels and fire-related issues. Represented the Forest on the Santa Barbara County Fire Safe Council.

U.S. Forest Service, Lassen National Forest, July 1994 to July 1997

Served as Assistant District Fire Management Officer/Suppression Battalion Chief where I supervised and provided oversight for 16 employees including engines, prevention technicians, and a lookout. My duties included acting as a duty officer, district fire training coordinator, maintained several fire databases for the district, and coordinated and scheduled projects assigned to district suppression personnel.

U.S. Forest Service, Sierra National Forest, October 1991 to July 1994

Served as Assistant District Fire Management Officer/Suppression Battalion Chief where I supervised and provided oversight for 14 employees including engines and a prevention technician. Served as duty officer, district fire training coordinator, prepared district preparedness plans and fire reports, and coordinated and scheduled projects assigned to district suppression personnel.

U.S. Forest Service, Angeles National Forest, December 1977 to July 1991

Served in a variety of field level fire management positions including engine crewmember, hotshot crewmember, squad boss, assistant fire engine operator, engine operator, engine captain, and hotshot captain in fire suppression duties. Supervised engine and hotshot crews in all aspects of wildfire suppression, prescribed burning, and forest project work.

Certifications and Training

I've held a variety of fireline positions. My National Wildfire Coordinating Group red card qualifications included Incident Commander Type 3, Fire Behavior Analyst, Division/Group Supervisor, Burn Boss II, Strike Team Leader Crews and Engines, Field Observer, Situation Unit Leader, and Crewboss. Attended CA Fire Safe Planner training, S-590 Fire Behavior Analyst, Fire History Workshop, Farsite Workshop, RX-310 Fire Effects, WFDSS – Region 5 training, and a myriad of other fire and fuels related training.

Education

Colorado State University, Technical Fire Management, 18 units

College of the Canyons, General Education, 9 units

Glendale Community College, Aviation, 3 units

Pasadena City College, Forestry & Fire, 3 units

Other experience

Although no longer current, I was certified as a single-engine private pilot in a Cessna 152 and 172 aircraft.

JOHN JUSTICE

1111 Broadway Santa Cruz, Ca · 408.896.6878

jjustice95062@gmail.com

EXPERIENCE

AUGUST 2018 – TO DECEMBER 2019

ASSISTANT FIRE CHIEF, SANTA CLARA COUNTY FIRE DEPARTMENT

Duties included strategic oversight of the Fire Department, including the budget, and the Operations, Planning and Administration, Prevention, Support Services, and Training divisions. Also worked closely with the Business Services Division and the Personnel Services Division.

DECEMBER 2012 TO AUGUST 2018

DEPUTY FIRE CHIEF/ PREVENTION SANTA CLARA COUNTY FIRE DEPARTMENT

Provide oversight of the division which, which included construction document reviews, construction inspections, maintenance inspections, hazardous material inspections, urban runoff inspections, community education, and investigations.

Provided oversight of contracts for services including the West Valley Clean Water (inspection) Program, providing fire marshal services for all of the County of Santa Clara and Stanford University.

Served in an advisory position to the Santa Clara County FireSafe Council. Secured a grant for the Countywide Community Wildfire Protection Plan, and oversaw the creation and adoption of the CWPP. Served as the President of the Santa Clara County Fire Chiefs' Fire Marshals' Association for 3 years.

DECEMBER 2011 TO DECEMBER 2012

DEPUTY FIRE CHIEF/ SUPPORT SERVICES SANTA CLARA COUNTY FIRE DEPT

Plan, organize and budget for the ongoing and future needs of the Departments facilities, fleet, and supplies. The facilities included 17 fire stations, headquarters, a training facility, a fleet maintenance shop and a craftworkers shop. The fleet included approximately 50 fire apparatus and 50 sedans, pickup trucks and vans.

FEBRUARY 2009 TO DECEMBER 2012

BATTALION CHIEF SANTA CLARA COUNTY FIRE DEPARTMENT

Assigned to the Bay Area Urban Areas Security Initiative (UASI) management team, serving as program manager for the CBRNE (chemical, biological, radioactive, nuclear, explosive) and Training and Exercise projects. Duties included managing numerous antiterrorism grants throughout the bay area's law enforcement, fire, emergency medical and emergency management communities. Major exercises included Golden Guardian 2010, and multiple Urban Shield events.

DEBEMBER 2000 TO FEBRUARY 2009

SENIOR HAZARDOUS MATERIALS SPECIALIST SANTA CLARA COUNTY FIRE DEPT

Provided oversight of the Department's hazardous materials regulatory section, which included hazardous material business plans, underground storage tanks, plan reviews, construction and maintenance inspections, urban runoff inspections, and investigations. Duties included writing quarterly and annual reports on various programs to local and state agencies and supervising staff.

EDUCATION

DECEMBER 1980

B.S. BUSINESS ADMINISTRATION, CALIFORNIA STATE UNIVERSITY, CHICO

MAY 1993

HAZARDOUS MATERIALS MANAGEMENT CERTIFICATE, UNIVERSITY OF CALIFORNIA SANTA CRUZ



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/02/2020

ITEM NO: 14

DATE: May 26, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Consider Approval of a Temporary Sign Permit Application on Property Zoned C-1:PD Located at 110 E. Main Street. APN 529-34-108. Temporary Sign Permit Application SN-20-029. Property Owner: Town of Los Gatos. Applicant: Veterans Memorial and Support Foundation of Los Gatos.

RECOMMENDATION:

Consider approval of a Temporary Sign Permit application on property zoned C-1:PD located at 110 E. Main Street.

DISCUSSION:

The Veterans Memorial and Support Foundation of Los Gatos has submitted an application for a temporary sign permit to erect a sign recognizing healthcare workers, first responders, U. S. military service members, and essential workers in the battle against the COVID-19 pandemic (Attachment 1). The temporary vinyl sign measures approximately four feet tall and 19 feet wide. The sign would be secured with rope stretching between two large protected redwood trees north of the Veterans Memorial Wall (Attachment 3). The application indicates that the sign would be installed as soon as possible and does not provide a date for removal of the sign.

Section 29.10.120 of the Town Code regulates temporary signs in the Town. This section provides rules for five types of temporary signs: grand opening, subdivision, lease and rental, event, and construction signs. The proposed sign would not fit directly under any of these categories; however, given the current global COVID-19 pandemic, the proposed sign could be found to fit under the event category. The maximum duration for a temporary sign allowed by the Town Code is 45 days for a grand opening sign. Installation beyond 45 days would require a permanent sign permit. The information provided on the application does not clarify whether the sign would meet or exceed the 45-day limitation for temporary signs. Staff has included a condition of approval that the sign be installed for no more than 45 days (Attachment 2).

PREPARED BY: Sean Mullin, AICP
Associate Planner

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

DISCUSSION (continued):

The temporary sign has an area of 76 square feet. Town Code Section 29.10.135 allows one square foot of sign area for every one lineal foot of primary and secondary frontage. The size of the proposed sign is consistent with the Town Code.

The Town's Tree Protection Ordinance prohibits the attachment of wires, sign, or ropes to any protected tree. The applicant proposes to secure the sign with rope stretching between two large protected trees. This type of installation is inconsistent with the Tree Protection Ordinance. Staff has included a condition of approval that the applicant coordinate with the Town Arborist for installation of the sign in a manner that is not detrimental to the health of the large protected trees (Attachment 2).

CONCLUSION:

Staff recommends approval of the proposed temporary sign, subject to the conditions of approval (Attachment 2).

ALTERNATIVES:

Alternatively, the Town Council can:

1. Continue the matter to a date certain with specific direction; or
2. Approve the application with additional and/or modified conditions; or
3. Deny the application.

FISCAL IMPACT:

There is no fiscal impact from approving the application.

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is exempt under Section 15061 (b)(3) as there is no possibility that the project would have a significant impact on the environment. A Notice of Exemption will not be filed.

Attachments:

1. Application for Temporary Sign Permit
2. Draft Conditions of Approval
3. Site plan by staff

APPLICATION FOR TEMPORARY SIGN PERMIT

TOWN OF LOS GATOS - COMMUNITY DEVELOPMENT DEPT.

Civic Center: 110 E. Main Street, Los Gatos, CA 95030

Phone: (408) 354-6874 FAX: (408) 354-7593

Banner Permit: \$ 112.86

Please Type or Print Clearly

Applicants are advised to review Chapter 29.10.120 of the Zoning Ordinance prior to filing an application for sign permit.

Building Address: 110 E. Main Street, Los Gatos, Ca Zone _____

Present Use of Building: Civic Center Property

Street Name(s): E. Main Street

Business Frontage(length): _____

Text of Temporary Sign: Our Thanks to All the Heroes etc. (attached)

Temporary Sign Size: (length) 19' feet (width) 4' (Total sq. ft.) 76

Sign Materials: Plastic

Date temporary sign will be put up? ASAP Date temporary sign will be removed? ?

On reverse side (or on separate 8½ X 11 sheet) prepare a sketch of the temporary sign(s) showing dimensions, copy, and colors.

Veterans Memorial & Support Fund PO Box 1696 408 354-6951
 Name of Applicant Address, City, State, Zip Phone Number

Town of Los Gatos 110 E. Main Street LG _____
 Name of Property Owner Address, City, State, Zip Phone Number

Applicant's Signature: Johanna LaChmer Date: 1-20-20

Property Owner's Signature: _____ Date: _____

(FOR DEPARTMENT AUTHORIZATION)

Temporary Sign(s) permitted by Section 29.10.120(4) of the Zoning Ordinance.

Approval granted: Yes _____ No _____

_____ Date _____ Receipt No. _____ Sign Permit No. _____

DO NOT WRITE BELOW THIS LINE

	<u>PLPERMIT</u>	<u>PLTRACK</u>	<u>PLANAP</u>	<u>TOTAL</u>
Temporary Nonresidential	\$ 99.00	\$ 3.96	\$ 9.90	\$ 112.86

Please note: The information contained in this application is considered part of the public record. Therefore, it will appear in both the public record file for the site address, which is available upon request, and on the permitting system on the official Town of Los Gatos website at www.losgatosca.gov.





OUR THANKS TO ALL THE HEROES IN THE BATTLE AGAINST COVID-19

*Healthcare Professionals • First Responders
U.S. Military Service Members • Essential Workers*

TOWN COUNCIL –June 2, 2020
CONDITIONS OF APPROVAL

110 E. Main Street

Temporary Sign Permit Application SN-20-029

Consider Approval of a Temporary Sign Permit Application on Property Zoned C-1:PD Located at 110 E. Main Street. APN 529-34-108.

PROPERTY OWNER: Town of Los Gatos

APPLICANT: Veterans Memorial and Support Foundation of Los Gatos.

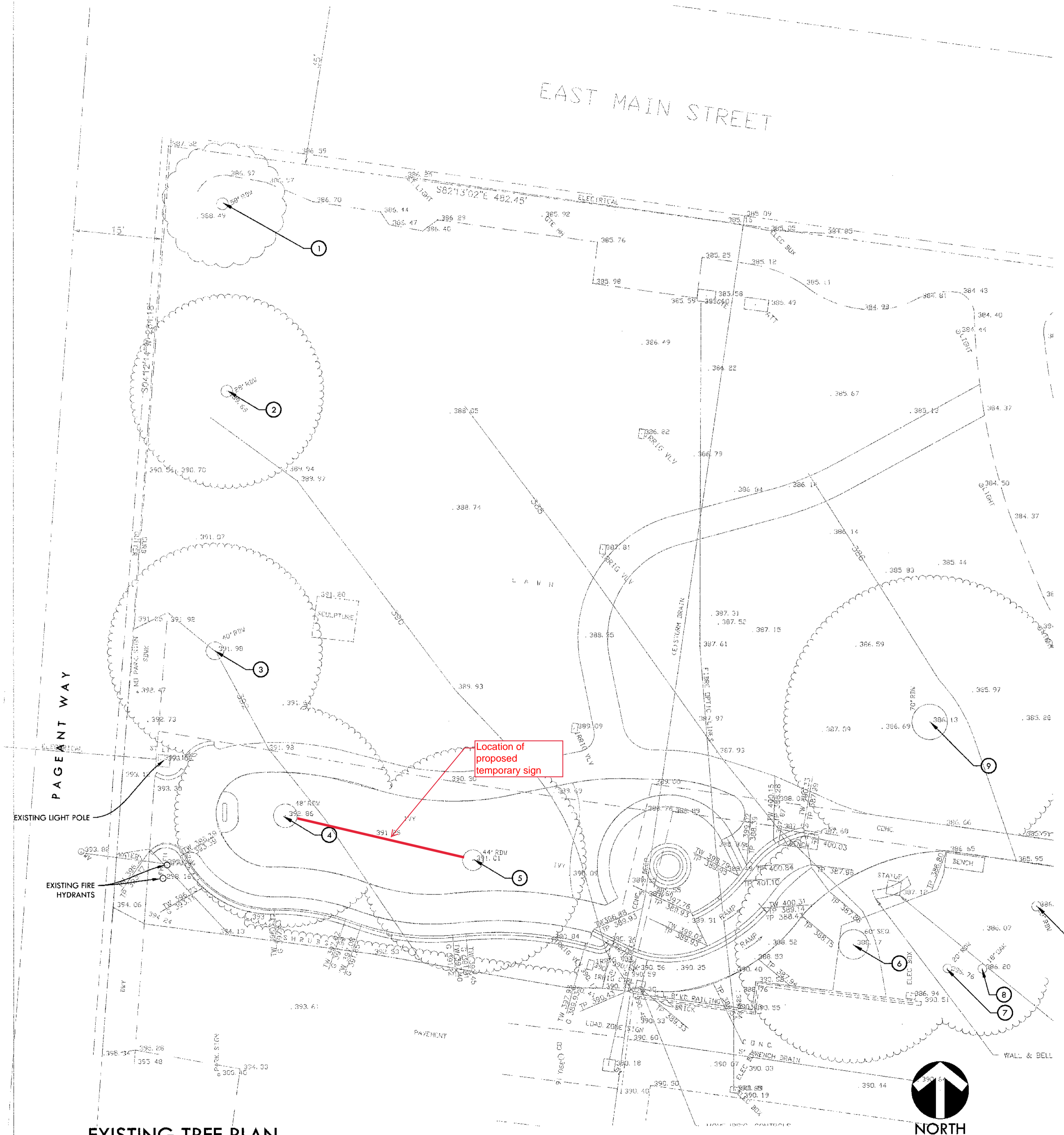
TO THE SATISFACTION OF THE DIRECTOR OF COMMUNITY DEVELOPMENT:

Planning Division

1. **APPROVAL:** This application shall be completed in accordance with all of the conditions of approval and in substantial compliance with the approved plans. Any changes or modifications to the approved plans shall be approved by the Community Development Director or the Town Council depending on the scope of the changes.
2. **EXPIRATION:** The approval will expire two years from the approval date pursuant to Section 29.20.320 of the Town Code, unless the approval has been vested.
3. **DURATION:** The duration of the temporary sign shall not exceed 45 days from the date of installation.
4. **TOWN ARBORIST:** The applicant shall coordinate with the Town Arborist to ensure that the temporary sign is installed in a manner that is not detrimental to the health of the large protected trees.
5. **TOWN INDEMNITY:** Applicants are notified that Town Code Section 1.10.115 requires that any applicant who receives a permit or entitlement from the Town shall defend, indemnify, and hold harmless the Town and its officials in any action brought by a third party to overturn, set aside, or void the permit or entitlement. This requirement is a condition of approval of all such permits and entitlements whether or not expressly set forth in the approval, and may be secured to the satisfaction of the Town Attorney.

EXISTING TREE LEGEND

SYM NO.	TAG	DBH	BOTANICAL/COMMON NAME	CONDITION (0-100%)	SAVE/REMOVE/TRIM	REASON
1	21	57.6"	SEQUOIA SEMPERVIRENS COAST REDWOOD	78%	SAVE	N/A
2	22	28.7"	SEQUOIA SEMPERVIRENS COAST REDWOOD	70%	SAVE	N/A
3	23	43.5"	SEQUOIA SEMPERVIRENS COAST REDWOOD	85%	SAVE	N/A
4	24	54.1"	SEQUOIA SEMPERVIRENS COAST REDWOOD	63%	SAVE	N/A
5	25	43.9"	SEQUOIA SEMPERVIRENS COAST REDWOOD	70%	SAVE	N/A
6	26	57.1"	SEQUOIA DENDRON GIGANTEUM GIANT SEQUOIA	45%	SAVE	N/A
7	27	21.2"	SEQUOIA SEMPERVIRENS COAST REDWOOD	70%	SAVE	N/A
8	28	18.4"	QUERCUS AGRIFOLIA COAST LIVE OAK	77%	SAVE	N/A
9	29	65.2"	SEQUOIA SEMPERVIRENS COAST REDWOOD	68%	SAVE	N/A
10	30	25.1"	SEQUOIA DENDRON GIGANTEUM GIANT SEQUOIA	70%	SAVE	N/A



EXISTING TREE PLAN