



**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
OCTOBER 15, 2024
110 EAST MAIN STREET AND TELECONFERENCE
TOWN COUNCIL CHAMBERS
7:00 PM**

*Mary Badame, Mayor
Matthew Hudes, Vice Mayor
Rob Moore, Council Member
Rob Rennie, Council Member
Maria Ristow, Council Member*

IMPORTANT NOTICE

This is a hybrid meeting and will be held in-person at the Town Council Chambers at 110 E. Main Street and virtually through Zoom Webinar (log-in information provided below). Members of the public may provide public comments for agenda items in-person or virtually through the Zoom Webinar by following the instructions listed below. The live stream of the meeting may be viewed on television and/or online at www.LosGatosCA.gov/TownYouTube.

Pursuant to Government Code Section 54953(b)(3), Council Member Rob Moore will be participating via teleconference from Leeuwenbosch Lodge, Amakhala Game Reserve, Paterson, 6187, South Africa, and Council Member Rob Rennie will be participating via teleconference from the Hilton Budapest, Hess Andras Ter 1-3, Budapest H-1014, Hungary. The teleconference locations shall be accessible to the public and the agenda will be posted at the teleconference locations 72 hours before the meeting.

HOW TO PARTICIPATE

The public is welcome to provide oral comments in real-time during the meeting in three ways:
Zoom Webinar (Online): Join from a PC, Mac, iPad, iPhone or Android device. Please use this URL to join: https://logatosca.gov.zoom.us/j/82232739012?pwd=1zlbRu029_33oyBb9l3AyTZQ7D2MEQ.kN8FbuOkINsmz-Ji
Passcode: 793054 You can also type in 822 3273 9012 in the “Join a Meeting” page on the Zoom website at zoom.us and use passcode 793054.

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.

Telephone: Please dial (877) 336-1839 for US Toll-free or (636) 651-0008 for US Toll. (Conference code: 1052180)

If you are participating by calling in, press #2 on your telephone keypad to raise your hand.

In-Person: Please complete a “speaker’s card” located on the back of the chamber benches and return it to the Town Clerk before the meeting or when the Mayor announces the item for which you wish to speak.

NOTES: (1) Comments will be limited to three (3) minutes or less at the Mayor’s discretion.
(2) If you are unable to participate in real-time, you may email to Clerk@logatosca.gov the subject line “Public Comment Item #__” (insert the item number relevant to your comment). All comments received will become part of the record.

(3) Deadlines to submit written comments are:

- 11:00 a.m. the Thursday before the Council meeting for inclusion in the agenda packet.
- 11:00 a.m. the Monday before the Council meeting for inclusion in an addendum.
- 11:00 a.m. on the day of the Council meeting for inclusion in a desk item.

(4) Persons wishing to make an audio/visual presentation must submit the presentation electronically to Clerk@logatosca.gov no later than 3:00 p.m. on the day of the meeting.

CALL MEETING TO ORDER

ROLL CALL

APPROVE REMOTE PARTICIPATION *(This item is listed on the agenda in the event there is an emergency circumstance requiring a Council Member to participate remotely under AB 2449 (Government Code 54953)).*

PLEDGE OF ALLEGIANCE

CONSENT ITEMS *(Items appearing on the Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may request to have an item removed from the Consent Items for comment and action. Members of the public may provide input on any or multiple Consent Item(s) when the Mayor asks for public comments on the Consent Items. If you wish to comment, please follow the Participation Instructions contained on Page 1 of this agenda. If an item is removed, the Mayor has the sole discretion to determine when the item will be heard.)*

1. Approve Closed Session Council Meeting Minutes of October 1, 2024.
2. Approve Council Meeting Minutes of October 1, 2024.
3. Receive the Monthly Financial and Investment Report for August 2024.
4. Vegetation Management – Townwide Open Spaces Project (CIP No. 832-4508):
 - a. Award and Authorize the Town Manager to Execute a Contract with Anvil Builders Inc. dba Sonoma Tree Surgery in an Amount Not to Exceed \$1,513,712.00; and
 - b. Authorize Staff to Issue Change Orders in an Amount Not to Exceed 20% of the Contract Value.
5. Approve the Following Actions Related to Civic Center Improvements:
 - a. Authorize the Town Manager to Award and Execute a Contract with Alex Kushner General Inc., for the Americans with Disabilities Act (ADA) Restrooms and HR Offices Project (CIP No. 821-2117) in an Amount of \$450,000;
 - b. Authorize Staff to Execute Change Orders in an Amount Not to Exceed Twenty Percent (20%) of the Contract Award Amount; and
 - c. Approve the Project Construction Plans with Addenda.
6. Authorize the Town Manager to Execute a First Amendment to the Agreement for Services with Sequoia Ecological Consulting Inc. for an Adjusted Contract Amount of \$231,355 for Vegetation Management – Townwide Open Spaces Project (CIP No. 832-4508).
7. Authorize an Expenditure Budget Adjustment in the Amount of \$59,621 in Fiscal Year 2024/2025 from the Available General Fund Capital/Special Project Reserve to Recognize the Silicon Valley Animal Control Authority (SVACA) Joint Powers Authority Agreement One-Time Participating Agency Capital Costs.
8. Approve and Authorize the Town Manager to Execute a Side Letter Agreement with the Los Gatos Police Officers’ Association to Increase Holiday in Lieu Compensation, Add Veterans Day as a Holiday, and Authorize an Expenditure Budget Adjustment in the Amount of \$35,000 from the Available General Fund Capital/Special Projects Reserve.

VERBAL COMMUNICATIONS *(Members of the public are welcome to address the Town Council on any matter that is not listed on the agenda and is within the subject matter jurisdiction of the Town Council. The law generally prohibits the Town Council from discussing or taking action on such items. However, the Council may instruct staff accordingly. To ensure all agenda items are heard, this portion of the agenda is limited to 30 minutes. 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. Each speaker is limited to no more than three (3) minutes or such time as authorized by the Mayor.)*

OTHER BUSINESS *(Up to three minutes may be allotted to each speaker on any of the following items.)*

- [9.](#) Authorize the Town Manager to Execute a License Agreement with Flock Safety to Retain Privately Funded Cameras Installed in the Town of Los Gatos Right-of-Way.
- [10.](#) Receive a Report and Provide Direction to Staff on Potential Reach Code Modifications.
- [11.](#) Consider the Following Related to the Town’s Fleet and Equipment:
 - a. Receive a Report Entitled “Town of Los Gatos Fleet Management Analysis”; and
 - b. Adopt a Resolution to Modify Town Council Policy 4-05 “Town Vehicle and Equipment Acquisition and Replacement Policy.”

COUNCIL / MANAGER MATTERS

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

ADA NOTICE In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk’s Office at (408) 354- 6834. Notification at least two (2) business days prior to the meeting date 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 CLOSED SESSION MINUTES**

MEETING DATE: 10/15/2024

ITEM NO. 1.

ITEM NO: 1

**DRAFT
Minutes of the Town Council Special Meeting – Closed Session
Tuesday, October 1, 2024
5:15 P.M.**

The Town Council of the Town of Los Gatos conducted a special meeting in-person.

MEETING CALLED TO ORDER AT 5:15 P.M.

ROLL CALL

Present: Mayor Mary Badame, Vice Mayor Matthew Hudes (joined at 5:18 p.m.), Council Member Rob Moore, Council Member Rob Rennie, and Council Member Maria Ristow.
Absent: None.

VERBAL COMMUNICATIONS (ONLY ON ITEMS ON THE AGENDA)

None.

THE TOWN MOVED TO CLOSED SESSION ON THE FOLLOWING ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2): 3 cases.
2. EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)
Title: Town Manager and Town Attorney
Discuss the evaluation process for the positions listed above.

The Town Council reconvened in open session. There was no reportable action.

ADJOURNMENT

The meeting adjourned at approximately 6:46 p.m.

Attest:

Submitted by:

Jenna De Long, Deputy Town Clerk

Katy Nomura, Interim Town Manager



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2024

ITEM NO: 2

ITEM NO. 2.

**DRAFT
Minutes of the Town Council Meeting
Tuesday, October 1, 2024**

The Town Council of the Town of Los Gatos conducted a regular meeting in-person and utilizing teleconferencing means on Tuesday, October 1, 2024, at 7:00 p.m.

MEETING CALLED TO ORDER AT 7:00 P.M.

ROLL CALL

Present: Mayor Mary Badame, Vice Mayor Matthew Hudes, Council Member Rob Moore, Council Member Rob Rennie, Council Member Maria Ristow.

Absent: None

PLEDGE OF ALLEGIANCE

Vice Mayor Hudes led the Pledge of Allegiance. The audience was invited to participate.

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

1. Approve Minutes of the September 17, 2024 Closed Session Town Council Meeting.
2. Approve Minutes of the September 17, 2024 Town Council Meeting.
3. Shannon Road Pedestrian and Bikeway Improvement Project (CIP No. 813-0218):
 - a. Authorize the Town Manager to Execute the Fifth Amendment to the Consulting Services Agreement with ActiveWayz Engineering for Additional Engineering Services in the Amount of \$15,772, Resulting in a Total Agreement Amount Not to Exceed \$292,705; and
 - b. Extend the Term to December 31, 2025.
4. Authorize the Town Manager to Execute an Agreement for Consultant Services with VisionScape Imagery, Inc. to Provide Video Rendering Services to the Town.
5. Authorize Staff to Hire the Senior Services Coordinator as a Contractor or as a Town Employee.

Mayor Badame opened public comment.

Lee Fagot

- Commented concerns regarding item number three.

Mayor Badame closed public comment.

MOTION: Motion by Vice Mayor Hudes to approve the consent items. Seconded by Council Member Moore.

VOTE: Motion passed unanimously.

PAGE 2 OF 4

SUBJECT: Draft Minutes of the Town Council Meeting of October 1, 2024

DATE: October 1, 2024

VERBAL COMMUNICATIONS

Lee Fagot

- Commented on the proposed location of the bike and pedestrian path from Highway 9 to Los Gatos High School through the Summerhill development.

Gus Who

- Read a passage from a book, provided information on the 2026 World Cup, and commented on artificial turf.

Lynley

- Commented on concerns with censorship and spoke about first amendment rights.

Fred Faltersack

- Commented on housing requirements imposed by the State and decisions of past Councils.

OTHER BUSINESS

6. Consider the Following Actions in Support of Multi-Tenant Civic Center Monument Signage:
 - a. Authorize Creation of a New Capital Improvement Project for the Monument Signage; and
 - b. Authorize an Expenditure Budget Transfer in the Amount of \$50,000 From the Downtown Streetscape Project (CIP No. 813-0235) to the Monument Signage Project.

Nicolle Burnham, Director of Parks and Public Works, presented the staff report.

Mayor Badame opened public comment.

Kim Snyder, Executive Director of New Museum Los Gatos

- Commented in support of a multi-tenant civic center monument sign, discussed concerns with existing sign location, and requested visible signage.

Julie Micallef, President of New Museum Los Gatos

- Commented on potential signage location and requested a sign that is visible from Main Street.

Lee Fagot

- Commented on having wayfinding signage directing visitors to NUMU from different areas around the Town.

Mayor Badame closed public comment.

Council discussed the item.

SUBJECT: Draft Minutes of the Town Council Meeting of October 1, 2024

DATE: October 1, 2024

MOTION: Motion by Vice Mayor Hudes to create a new Capital Improvement Project and fund the design and construction of a Monument Sign for the Civic Center Campus in alignment with Council’s previous direction [which] includes having a sign for NUMU by December 2025. **Seconded by Council Member Moore.**

VOTE: Motion passed unanimously.

MOTION: Motion by Vice Mayor Hudes to transfer the appropriate budget amount of \$50,000 [from the Downtown Streetscape Project (CIP No. 813-0235) to the Monument Signage Project]. **Seconded by Council Member Moore.**

VOTE: Motion passed unanimously.

7. Discuss and Provide Direction on a New Town Event for Fall 2025 That Expands Upon the Town’s Annual Movie Night (Screen on the Green).

Monica Renn, Economic Vitality Manager, presented the staff report.

Mayor Badame opened public comment.

No one spoke.

Mayor Badame closed public comment.

Council discussed the item and provided direction to staff to return to Council with three location options (Oak Meadow Park, Civic Center, and Town Plaza Park) and the full events budget.

COUNCIL/TOWN MANAGER REPORTS

Council Matters

- Council Member Ristow stated she attended the Van Meter Science, Technology, Engineering, Art, and Math (STEAM) Night event; Screen on the Green; Fiesta de Artes; Los Gatos Music and Arts Gala; a Council Policy Committee meeting; a meet and greet with an author at the Library; the Youth Citizen of the Year Awards Ceremony; and KCAT’s Oktoberfest; and met with residents to discuss various topics.
- Council Member Moore stated he attended Screen on the Green, the Valley Health Foundation Gala, a AWO’s United Against Hate event, the Los Gatos Art and Wine Festival; met with residents and developers; and announced his upcoming monthly Council Member Coffee; and encouraged all to register to vote.
- Council Member Rennie stated he met with residents regarding annexation; attended the Silicon Valley Clean Energy Oversight Authority (SVCEA) Risk Oversight Committee meeting; met with the NUMU board, Los Gatos Saratoga Recreation director; and volunteered at KCAT’s Oktoberfest.

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SUBJECT: Draft Minutes of the Town Council Meeting of October 1, 2024

DATE: October 1, 2024

- Vice Mayor Hudes stated he participated in Fiesta de Artes, Oktoberfest, Screen on the Green; met with Los Gatos-Saratoga Union High School District Superintendent to discuss a secondary access to the High School; held a community event on managing [traffic] congestion; participated in Los Gatos Thrives Foundation meetings; announced the Los Gatos Thrives Foundation upcoming workshop called Designing the Community Center.
- Mayor Badame stated she participated in Screen on the Green; met with the developers of Los Gatos Meadows, met with the Executive Director of Silicon Valley Animal Control Authority and toured the facility; participated in a meeting of the West Valley Mayors and Mangers meeting; participated in a Ribbon Cutting for Boba Guys; participated in Youth Park Day to honor four Youth Citizens of the Year; and attended KCAT's Oktoberfest.

Town Manager Matters

- Announced the Library is a cooling center from 10 a.m. to 6:00 p.m. and additional information is available on the Town website.
- Announced a new "Notify Me" selection is available for anyone interesting in being notified when development applications that are three or more stories in height are submitted. Go to www.LosGatosCA.Gov/NotifyMe to sign up for email notifications.
- Announced a Comprehensive Public Arts Plan Update is underway, and information gathering stations will be at the Los Gatos Library from October 2 through October 13; Arts and Culture Commission will hold a special meeting on October 13 to gather verbal input on this topic.

CLOSED SESSION REPORT

Gabreille Whelan, Town Attorney, stated the Town Council met in closed session to discuss anticipated litigation pursuant to Government Code Section 54956.9 and Appointee Performance Evaluation Process pursuant to Government Code Section 54957 and there was no reportable action.

ADJOURNMENT

The meeting adjourned at 8:26 p.m.

Respectfully Submitted:

Jenna De Long, Deputy Town Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2024

ITEM NO: 3

ITEM NO. 3.

DATE: October 4, 2024
TO: Mayor and Town Council
FROM: Katy Nomura, Interim Town Manager
SUBJECT: Receive the Monthly Financial and Investment Report for August 2024

RECOMMENDATION:

Receive the Monthly Financial and Investment Report for August 2024.

BACKGROUND:

California Government Code Section 41004 requires that the Town Treasurer submit to the Town Clerk and the legislative body a written report and accounting of all receipts, disbursements, and fund balances. The Finance Director assumes the Town Treasurer role. Attachment 1 contains the August 2024 Monthly Financial and Investment Report which fulfills this requirement.

The August 2024 Monthly Financial and Investment Report will be received by the Finance Commission at its October 14, 2024 regular meeting.

DISCUSSION:

The August 2024 Monthly Financial and Investment Report includes a Fund Balance Schedule, representing estimated funding available for all funds at the end of the respective month. The fund balances were estimated at a point in time and will be finalized at the final close of the fiscal year.

Please note that the amount in the Fund Schedule differs from the Portfolio Allocation and Treasurer's Cash Fund Balances Summary schedule because assets and liabilities are components of the fund balance.

PREPARED BY: Eric Lemon
Finance and Accounting Manager

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

As illustrated in the summary below, Total Cash is adjusted by the addition of Total Assets less the amount of Total Liabilities to arrive at the Ending Fund Balance – which represents the actual amount of funds available.

Reconciling Cash to Fund Balance - August 31, 2024		
Total Cash	\$	69,642,660
Plus: Assets	\$	17,843,867
Less: Liabilities	\$	(29,336,663)
Estimated Fund Balance	\$	58,149,864

As of August 31, 2024, the Town’s financial position (Assets \$87.49M, Liabilities \$29.34M, and Fund Equity \$58.15M) remains strong and the Town has sufficient funds to meet the cash demands for the next six months.

As of August 31, 2024, the Town’s weighted portfolio yield for investments under management was 4.47% which was 11 basis points below the Local Agency Investment Fund (LAIF) yield of 4.58% for the same reporting period. As of August 31, 2024, the LAIF portfolio’s weighted average maturity (WAM) is 221 days versus the Town’s longer WAM of 734 days. The longer WAM for Town assets under management reflects the Town’s strategy to take advantage of higher yields associated with longer maturities balanced with shorter term yields available on investments held with the State’s LAIF. The Town’s weighted average rate of return on investments under management of 4.47% at the close of August was 1 basis point higher when compared to the prior month’s return of 4.46% reported as of July 31, 2024.

Since August 2023, LAIF yields had climbed from 343 basis points (3.43%) to 458 basis points (4.58%) through the end of August 2024.

Staff, in coordination with the Town’s investment advisor, primarily replaced maturing investments with long term maturities in the four-to-five-year maturity range. These investments capture current yields that exceed the rates expected to be earned in the LAIF pool during that same time period. The State LAIF pool typically lags the market when current market yields are either increasing or decreasing.

On September 18, 2024, the Federal Reserve voted to approve a 1/2 percentage basis point decrease from 5.5% to 5.0%. This change supports the Federal Open Market Committee’s (FOMC) goal to support maximum employment and bring year to year inflation to its targeted level of 2%.

Payroll job growth slowed to 114,000 in July from 179,000. The unemployment rate rose to 4.3%, the highest since October 2021.

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SUBJECT: Monthly Financial and Investment Report for August 2024

DATE: October 4, 2024

The Town's investments are in compliance with the Town's Investment Policy dated February 21, 2023, and also in compliance with the requirements of Section 53600 at seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

CONCLUSION:

Receive Monthly Financial and Investment Report for August 2024.

Attachments:

1. Financial and Investment Report (August 2024)

**Town of Los Gatos
Summary Investment Information
August 31, 2024**

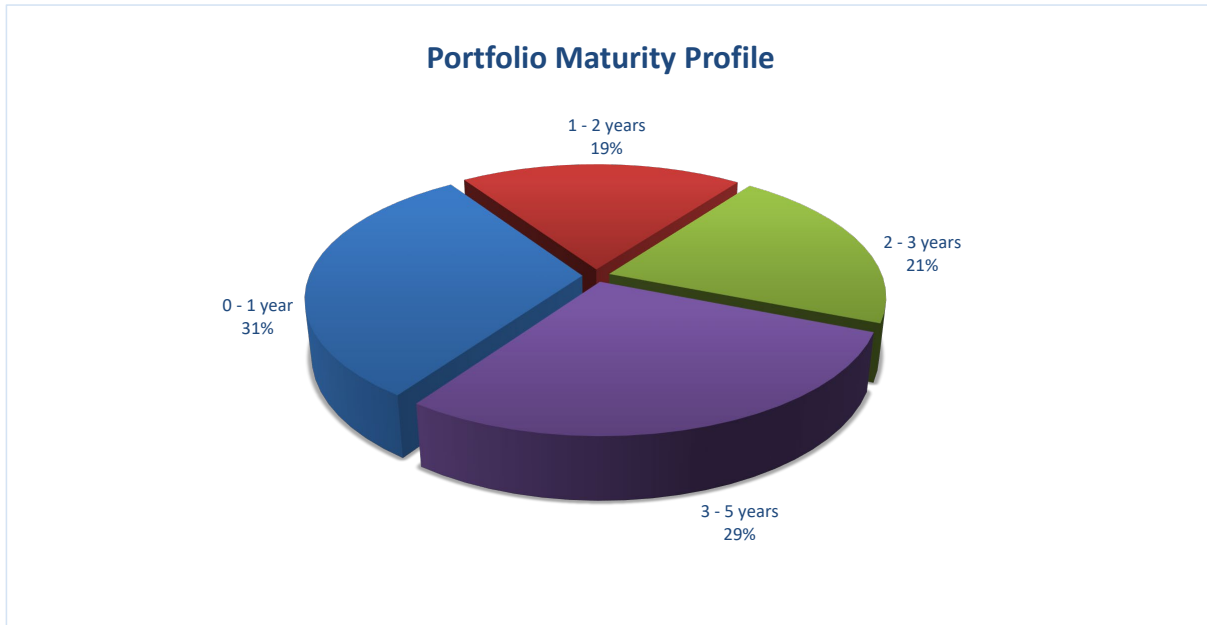
Weighted Average YTM Portfolio Yield on Investments under Management **4.47%**

Weighted Average Maturity (days) **734**

	<u>This Month</u>	<u>Last Month</u>	<u>One year ago</u>
Portfolio Allocation & Treasurer's Cash Balances	\$69,642,660	\$72,350,241	\$69,093,001
Managed Investments	\$49,982,029		
Local Agency Investment Fund	\$11,702,446		
Reconciled Demand Deposit Balances	\$7,958,185		
Portfolio Allocation & Treasurer's Cash Balances	<u><u>\$69,642,660</u></u>		

Benchmarks/ References:

Town's Average Yield	4.47%	4.46%	3.71%
LAIF Yield for month	4.58%	4.52%	3.43%
3 mo. Treasury	5.11%	5.29%	5.47%
6 mo. Treasury	4.86%	5.09%	5.51%
2 yr. Treasury	3.92%	4.26%	4.87%
5 yr. Treasury (most recent)	3.70%	3.91%	4.26%
10 Yr. Treasury	3.90%	4.03%	4.11%

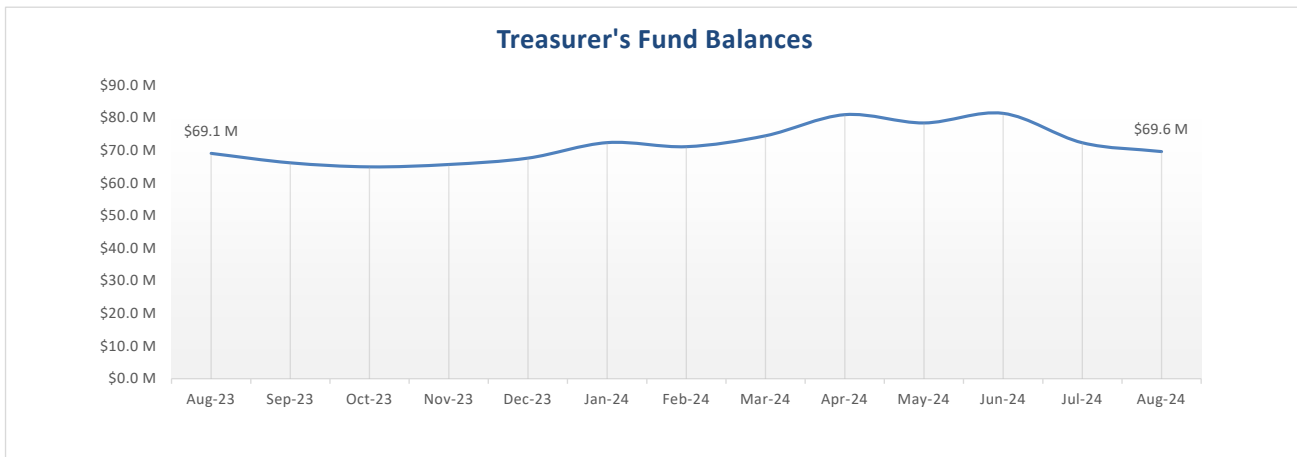
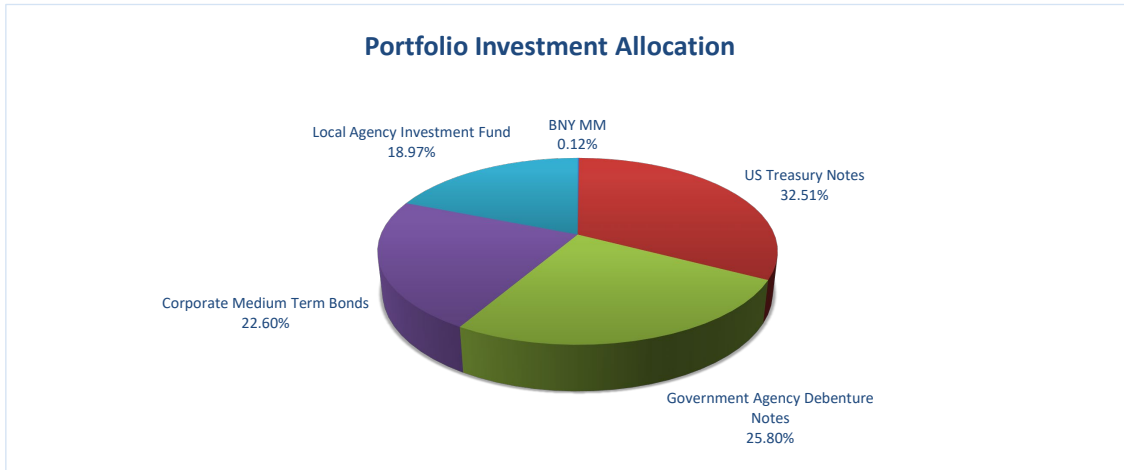


Compliance: The Town's investments are in compliance with the Town's investment policy dated February 21, 2023, and also in compliance with the requirements of Section 53600 at seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

**Town of Los Gatos
Portfolio Allocation & Treasurer's Cash Balances
August 31, 2024**

	Month	YTD
Cash & Investment Balances - Beginning of Month/Period	\$ 72,350,241.24	\$ 81,368,409.88
Receipts	8,480,234.00	12,323,862.10
Disbursements	(11,187,815.57)	(24,049,612.31)
Cash & Investment Balances - End of Month/Period	<u>\$69,642,659.67</u>	<u>\$69,642,659.67</u>

Portfolio Allocation	Amount	% of Portfolio	Max. % or \$ Allowed per State Law or Policy
BNY MM	\$73,938.80	0.12%	20% of Town Portfolio
US Treasury Notes	\$20,054,713.77	32.51%	No Max. on US Treasuries
Government Agency Debenture Notes	\$15,913,075.60	25.80%	No Max. on Non-Mortgage Backed
Corporate Medium Term Bonds	\$13,940,300.50	22.60%	30% of Town Portfolio
Local Agency Investment Fund	\$11,702,445.78	18.97%	\$75 M per State Law
Subtotal - Investments	<u>61,684,474.45</u>	100.00%	
Reconciled Demand Deposit Balances	<u>7,958,185.22</u>		
Total Portfolio Allocation & Treasurer's Cash Balances	<u>\$69,642,659.67</u>		



Town of Los Gatos
Non-Treasury Restricted Fund Balances
August 31, 2024

	Beginning Balance	August 2024 Deposits Realized Gain/Adj.	August 2024 Interest/ Earnings	August 2024 Withdrawals	Ending Balance	
Non-Treasury Funds:						
Cert. of Participation 2002 Ser A Reserve Fund	\$ 703,032.15	\$ -	\$ 2,854.71	\$ -	\$ 705,886.86	Note 1
Cert. of Participation 2010 Ser Lease Payment Fund	1,134,162.86	-	964.87	1,134,162.50	965.23	Note 2
Cert. of Participation 2002 Ser A Lease Payment Fund	575,616.43	-	550.90	575,500.00	667.33	Note 1
Cert. of Participation 2010 Ser Reserve Fund	1,394,798.70	-	6,121.63	-	1,400,920.33	Note 2
Total Restricted Funds:	<u>\$ 3,807,610.14</u>	<u>\$ -</u>	<u>\$ 10,492.11</u>	<u>\$ 1,709,662.50</u>	<u>\$ 2,108,439.75</u>	
CEPPT IRS Section 115 Trust	2,244,456.65	-	44,699.87	-	\$ 2,289,156.52	Note 3
Grand Total COP's and CEPPT Trust	<u>\$ 6,052,066.79</u>	<u>\$ -</u>	<u>\$ 55,191.98</u>	<u>\$ 1,709,662.50</u>	<u>\$ 4,397,596.27</u>	

These accounts are not part of the Treasurer's fund balances reported elsewhere in this report, as they are for separate and distinct entities.

Note 1: The three original funds for the Certificates of Participation 2002 Series A consist of construction funds which will be expended over the next few years, reserve funds which will guarantee the payment of lease payments, and a third fund for the disbursement of lease payments and initial delivery costs.

Note 2: The 2010 COP Funds are all for the Library construction, reserves to guarantee lease payments, and a lease payment fund for the life of the COP issue. The COI fund was closed in September 2010.

Note 3: The CEPPT IRS Section 115 Trust was established as an irrevocable trust dedicated to accumulate resources to fund the Town's unfunded liabilities related to pension and other post employment benefits.

Town of Los Gatos
Statement of Interest Earned
August 31, 2024

July 2024	\$	247,221.75
August 2024	\$	212,684.25
September 2024	\$	-
October 2024	\$	-
November 2024	\$	-
December 2024	\$	-
January 2025	\$	-
February 2025	\$	-
March 2025	\$	-
April 2025	\$	-
May 2025	\$	-
June 2025	\$	-
	\$	<u>459,906.00</u>

Town of Los Gatos
Investment Schedule
August 31, 2024

Institution	CUSIP #	Security	Coupon	Deposit Date	Par Value	Original Cost	Original Issue (Discount) Premium	Market Value	Market Value Above (Under) Cost	Purchased Interest	Maturity Date or Call Date	Yield to Maturity or Call	Interest Received to Date	Interest Earned Prior Yrs.	Interest Earned Current FY	Days to Maturity
Apple	037833DB3	Corporate Bond	2.90%	12/20/2022	1,300,000.00	1,228,591.00	(71,409.00)	1,259,141.00	30,550.00		6/21/2027	4.19%	\$ 46,287.22	\$ 81,871.88	\$ 9,096.88	1024
Home Depot	437076BM3	Corporate Bond	3.00%	8/4/2022	1,000,000.00	991,960.00	(8,040.00)	979,510.00	(12,450.00)		1/1/2026	3.04%	\$ 49,750.00	\$ 61,696.52	\$ 5,495.95	488
US Treasury	912828ZW3	US Treasury Note	0.25%	8/9/2022	350,000.00	322,096.88	(27,903.12)	338,131.50	16,034.62		6/30/2025	3.16%	\$ 1,654.89	\$ 19,915.08	\$ 1,786.88	303
FFCB	3133ENS5V8	Gov. Agency Debenture	4.13%	1/17/2023	236,000.00	239,174.20	3,174.20	237,427.80	(1,746.40)		1/11/2027	3.76%	\$ 14,440.25	\$ 12,979.52	\$ 1,518.36	863
US Treasury	91282CBT7	US Treasury Note	0.75%	9/30/2022	800,000.00	712,565.18	(87,434.82)	759,720.00	47,154.82		3/31/2026	4.14%	\$ 9,000.00	\$ 54,221.52	\$ 5,260.93	577
FFCB	3133ENP95	Gov. Agency Debenture	4.25%	9/30/2022	900,000.00	900,939.60	939.60	899,802.00	(1,137.60)		9/30/2025	4.14%	\$ 57,375.00	\$ 66,415.88	\$ 6,444.11	395
JP Morgan Chase	46625HRS1	Corporate Bond	3.20%	9/23/2022	500,000.00	474,660.00	(25,340.00)	489,015.00	14,355.00		3/15/2026	4.70%	\$ 27,644.44	\$ 41,217.45	\$ 3,955.85	561
FFCB	3133EKQA7	Gov. Agency Debenture	2.08%	10/21/2019	1,000,000.00	1,019,780.00	19,780.00	999,370.00	(20,410.00)		9/10/2024	1.66%	\$ 91,231.11	\$ 78,691.92	\$ 2,846.50	10
FHLB	3135G05X7	Gov. Agency Debenture	0.38%	6/10/2022	1,200,000.00	1,102,952.40	(97,047.60)	1,154,244.00	51,291.60		8/25/2025	3.04%	\$ 9,937.50	\$ 71,445.55	\$ 5,898.30	359
US Treasury	912828ZL7	US Treasury Note	0.38%	4/12/2022	1,700,000.00	1,583,927.57	(116,072.43)	1,653,284.00	69,356.43		4/30/2025	2.72%	\$ 13,066.99	\$ 98,544.63	\$ 7,542.92	242
FHLB	3130AQF65	Gov. Agency Debenture	1.25%	11/30/2022	1,300,000.00	1,160,559.40	(139,440.60)	1,225,211.00	64,651.60		12/21/2026	4.15%	\$ 25,322.92	\$ 80,116.59	\$ 8,593.82	842
FHLB	3130APJH9	Gov. Agency Debenture	1.00%	1/17/2023	1,000,000.00	907,010.00	(92,990.00)	953,740.00	46,730.00		10/28/2026	4.17%	\$ 13,354.17	\$ 50,234.10	\$ 5,876.44	788
FFCB	3133ENS5N6	Gov. Agency Debenture	4.00%	2/8/2023	1,700,000.00	1,706,732.00	6,732.00	1,712,240.00	5,508.00		1/6/2028	3.91%	\$ 95,955.56	\$ 92,733.76	\$ 11,317.90	1223
Freddie Mac	3137EAEX3	Gov. Agency Debenture	0.38%	5/1/2023	750,000.00	689,032.50	(60,967.50)	719,685.00	30,652.50		9/23/2025	3.97%	\$ 2,515.62	\$ 32,931.11	\$ 4,792.79	388
American Honda	02665WED9	Corporate Bond	4.70%	5/11/2023	600,000.00	608,856.00	8,856.00	606,474.00	(2,382.00)		1/12/2028	4.34%	\$ 32,978.33	\$ 29,982.05	\$ 4,468.48	1229
US Treasury	91282CE4F	US Treasury Note	2.50%	6/9/2023	1,500,000.00	1,416,626.12	(83,373.88)	1,452,075.00	35,448.88		3/31/2027	4.09%	\$ 30,327.87	\$ 62,956.31	\$ 10,086.02	942
US Treasury	91282CGA3	US Treasury Note	4.00%	6/20/2023	2,100,000.00	2,080,558.69	(19,441.41)	2,094,099.00	13,540.41		12/15/2025	4.40%	\$ 82,852.46	\$ 94,573.28	\$ 15,594.53	471
Colgate-Palmolive	194162AR4	Corporate Bond	4.60%	7/14/2023	500,000.00	504,655.00	4,655.00	508,955.00	4,300.00		2/1/2028	4.37%	\$ 14,502.79	\$ 21,195.52	\$ 3,733.30	1249
FannieMae	3135G06G3	Gov. Agency Debenture	0.50%	7/14/2023	500,000.00	455,157.00	(44,843.00)	478,480.00	23,323.00		11/7/2025	4.63%	\$ 2,034.72	\$ 21,047.01	\$ 3,707.14	433
FFCB	3133EPQC2	Gov. Agency Debenture	4.63%	7/17/2023	500,000.00	501,957.50	1,957.50	505,225.00	3,267.50		7/17/2026	4.48%	\$ 23,125.00	\$ 21,487.97	\$ 3,817.35	685
FFCB	3133EPBM6	Gov. Agency Debenture	4.13%	7/14/2023	600,000.00	596,220.00	(3,780.00)	604,512.00	8,292.00		8/23/2027	4.29%	\$ 27,431.25	\$ 24,754.94	\$ 4,360.25	1087
PNC Bank	69353RFJ2	Corporate Bond	3.25%	7/25/2023	1,000,000.00	921,490.00	(78,510.00)	960,350.00	38,860.00		12/23/2027	5.23%	\$ 32,229.17	\$ 46,970.90	\$ 8,540.16	1209
US Treasury	91282CFU0	US Treasury Note	4.13%	7/31/2023	1,300,000.00	1,290,660.60	(9,339.40)	1,312,493.00	21,832.40		10/31/2027	4.31%	\$ 40,218.75	\$ 51,232.08	\$ 9,481.76	1156
Toyota Motor Credit	89236TKL8	Corporate Bond	5.45%	8/25/2023	1,600,000.00	1,617,168.00	17,168.00	1,654,992.00	37,824.00		11/10/2027	5.16%	\$ 61,766.67	\$ 70,599.88	\$ 14,119.98	1166
US Treasury	912810FE3	US Treasury Note	5.50%	10/3/2023	1,200,000.00	1,238,207.14	38,207.14	1,280,580.00	42,372.86		8/15/2028	4.76%	\$ 57,211.96	\$ 43,179.27	\$ 9,878.65	1445
Pepsico Inc	713448DF2	Corporate Bond	2.85%	10/16/2023	1,000,000.00	947,570.00	(52,430.00)	980,390.00	32,820.00		11/24/2025	5.24%	\$ 24,383.33	\$ 37,712.66	\$ 9,062.73	450
FFCB	3133EPUW3	Gov. Agency Debenture	4.75%	10/13/2023	1,000,000.00	994,338.00	(5,662.00)	1,014,340.00	20,002.00		9/1/2026	4.96%	\$ 18,208.33	\$ 35,367.82	\$ 8,401.55	731
Freddie Mac	3137EAE0P	Gov. Agency Debenture	1.50%	10/13/2023	1,000,000.00	951,540.00	(48,460.00)	985,230.00	33,690.00		2/12/2025	5.32%	\$ 12,458.33	\$ 36,644.18	\$ 8,704.75	165
US Treasury	91282CEW7	US Treasury Note	3.25%	10/16/2023	1,000,000.00	950,039.06	(49,960.94)	985,270.00	35,230.94		6/30/2027	4.73%	\$ 22,961.96	\$ 32,499.52	\$ 7,809.96	1033
US Treasury	91282CEN7	US Treasury Note	2.75%	10/31/2023	1,300,000.00	1,214,336.39	(85,663.61)	1,264,861.00	50,524.61		4/30/2027	4.82%	\$ 17,875.00	\$ 40,101.59	\$ 10,231.68	972
US Treasury	912828YV6	US Treasury Note	1.50%	11/15/2023	700,000.00	673,667.97	(26,332.03)	694,365.00	20,697.03		11/30/2024	5.26%	\$ 5,680.33	\$ 22,316.65	\$ 6,068.56	91
US Treasury	91282CAB7	US Treasury Note	0.25%	11/15/2023	675,000.00	623,900.39	(51,099.61)	650,112.75	26,212.36		7/31/2025	4.92%	\$ 1,196.84	\$ 19,725.12	\$ 5,363.85	334
US Treasury	91282CGU9	US Treasury Note	3.88%	11/30/2023	1,000,000.00	983,515.62	(16,484.38)	995,380.00	11,864.38		3/31/2025	5.17%	\$ 12,916.67	\$ 29,822.81	\$ 8,680.82	212
US Treasury	91282CCH2	US Treasury Note	1.25%	12/21/2023	900,000.00	798,647.55	(101,352.45)	819,738.00	21,090.45		6/30/2028	3.99%	\$ 5,930.71	\$ 17,690.14	\$ 5,712.44	1399
FNMA	3135G0Q22	Gov. Agency Debenture	1.88%	12/21/2023	900,000.00	845,676.00	(54,324.00)	863,379.00	17,703.00		9/24/2026	4.22%	\$ 4,359.38	\$ 19,224.14	\$ 6,207.80	754
US Treasury	91282CFB2	US Treasury Note	2.75%	1/2/2024	1,000,000.00	960,354.91	(39,645.09)	970,940.00	10,585.09		7/31/2027	3.95%	\$ 15,917.12	\$ 19,025.75	\$ 6,553.31	1064
US Treasury	91282CHE4	US Treasury Note	3.63%	1/17/2024	1,800,000.00	1,775,185.72	(24,814.28)	1,791,000.00	15,814.28		5/31/2028	3.97%	\$ 24,067.63	\$ 32,061.96	\$ 12,047.52	1369
JP Morgan Chase	46647PDG8	Corporate Bond	4.85%	2/1/2024	1,400,000.00	1,396,528.00	(3,472.00)	1,412,488.00	15,960.00		7/25/2027	4.93%	\$ 32,825.10	\$ 28,319.94	\$ 11,705.58	1058
US Bancorp	91159HJF8	Corporate Bond	4.55%	2/5/2024	1,000,000.00	989,200.00	(10,800.00)	1,000,300.00	11,100.00		7/22/2027	4.89%	\$ 21,097.67	\$ 19,440.46	\$ 8,255.54	1055
Treasury	91282CHB0	US Treasury Note	3.63%	2/23/2024	1,175,000.00	1,151,962.92	(23,037.08)	1,167,151.00	15,188.08		5/15/2026	4.56%	\$ 9,595.30	\$ 18,568.45	\$ 8,994.09	622
FHLB	3130AXB31	Gov. Agency Debenture	4.88%	2/27/2024	1,000,000.00	1,003,060.00	3,060.00	1,010,580.00	7,520.00		3/13/2026	4.72%	\$ 2,979.17	\$ 16,052.33	\$ 8,026.16	559
FFCB	3133EPSU5	Gov. Agency Debenture	4.13%	3/28/2024	1,700,000.00	1,687,981.00	(12,019.00)	1,724,752.00	36,771.00	1,558.33	3/20/2029	4.28%	\$ 1,558.33	\$ 18,681.03	\$ 12,321.53	1662
US Treasury	9128285M8	US Treasury Note	3.13%	4/30/2024	1,200,000.00	1,123,832.14	(76,167.86)	1,170,000.00	46,167.86		11/15/2028	4.69%	\$ 1,545.34	\$ 9,066.06	\$ 9,214.69	1537
Cisco Systems	17275RBR2	Corporate Bond	4.85%	5/15/2024	1,000,000.00	999,130.00	(870.00)	1,027,320.00	28,190.00		1/26/2029	4.87%	\$ 13,606.94	\$ 6,135.64	\$ 8,269.77	1609
Home Depot	437076CW0	Corporate Bond	4.90%	5/17/2024	1,000,000.00	1,001,790.00	1,790.00	1,027,370.00	25,580.00	4,355.56	3/15/2029	4.86%	\$ 4,355.56	\$ 5,862.18	\$ 8,260.34	1657
Treasury	91282CJR3	US Treasury Note	3.75%	5/31/2024	1,200,000.00	1,154,629.02	(45,370.98)	1,199,808.00	45,178.98		12/31/2028	4.68%	\$ 3,708.79	\$ 4,511.24	\$ 9,323.24	1583
American Honda	02665WEY3	Corporate Bond	4.95%	6/27/2024	1,000,000.00	995,640.00	(4,360.00)	1,005,330.00	9,690.00		1/9/2026	5.25%	\$ 1,787.50	\$ 430.16	\$ 8,890.07	496
FHLB	3130B1BT3	Gov. Agency Debenture	4.88%	7/2/2024	1,150,000.00	1,150,966.00	966.00	1,165,847.00	14,881.00	8,720.83	6/12/2026	4.82%	\$ (8,720.83)	\$ -	\$ 9,134.12	650
Citibank	17325FBK3	Corporate Bond	4.84%	8/15/2024	1,250,000.00	1,263,062.50	13,062.50	1,268,250.00	5,187.50	1,511.88	7/6/2029	4.60%	\$ (1,511.88)	\$ -	\$ 2,533.94	1770
Subtotal					\$ 51,486,000.00	\$ 49,908,089.87	\$ (1,577,910.13)	\$ 51,032,958.05	\$ 1,124,868.18	\$ 16,146.60			\$ 1,099,169.48	\$ 1,800,254.58	\$ 367,989.31	
BNY MM		Money Market				73,938.80		73,938.80	0.00			0.00%				1
LAIF		State Investment Pool				11,702,445.78		11,659,334.46	(43,111.32)			4.58%			89,309.17	1
						61,684,474.45		\$62,766,231.31	\$1,081,756.86	\$16,146.60			\$ 1,099,169.48	\$ 1,800,254.58	\$ 457,298.47	
Matured Assets																
FNMA	3135G0V75	Gov. Agency Debenture	1.75%	10/17/2019	1,100,000.00	1,105,833.30	5,833.30				7/2/2024	1.63%	\$ 90,956.25	\$ 84,780.33	\$ 98.70	
Honeywell Intl.	438516BW5	Corporate Bond	2.30%	11/20/2019	1,000,000.00	1,014,660.00	14,660.00				8/15/2024	1.64%	\$ 108,483.33	\$ 91,844.87	\$ 2,508.83	
Total Investments "Matured"															\$ 2,607.52	
Total Interest FY 24_25 Matured and Current															\$ 459,906.00	
Maturity Profile																
						Amount		Percent								
		0-1 year				\$ 19,037,765.41		31%								
		1-2 years				\$12,056,029.29		20%								
		2-3 years				\$12,898,653.08										

Town of Los Gatos
Investment Transaction Detail
August 31, 2024

Date	Cusip/Id	Description	Transaction Type	Settlement Date	Par	Coupon	Maturity Date	Price	Principal	Interest	Transaction Total
8/2/2024	Cash-USD	Cash-USD	SHORT TERM INVESTMENT FUND INCOME	8/2/2024	616.94	0.000%		100.00	-	-	616.94
8/15/2024	17325FBK3	CITIBANK NA 4.838% 06AUG2029 (CALLABLE 06JUL29)	PURCHASE	8/15/2024	1,250,000	483.800%	8/6/2029	101.05	1,263,062.50	1,511.88	1,264,574.38
8/12/2024	3137EAEP0	FREDDIE MAC 1.5% 12FEB2025	BOND INTEREST	8/12/2024	1,000,000	150.000%	2/12/2025	-	-	7,500.00	7,500.00
8/15/2024	438516BW5	HONEYWELL INTERNATIONAL 2.3% 15AUG2024 CALLABLE	BOND INTEREST	8/15/2024	1,000,000.0	230.000%	8/15/2024	-	-	11,500.00	11,500.00
8/15/2024	438516BW5	HONEYWELL INTERNATIONAL 2.3% 15AUG2024 CALLABLE	REDEMPTION	8/15/2024	1,000,000	230.000%	8/15/2024	100.00	1,000,000.00	-	1,000,000.00
8/15/2024	912810FE3	USA TREASURY 5.5% 15AUG2028	BOND INTEREST	8/15/2024	1,200,000	550.000%	8/15/2028	-	-	33,000.00	33,000.00
8/23/2024	3133EPBM6	FEDERAL FARM CREDIT BANK 4.125% 23AUG2027	BOND INTEREST	8/23/2024	600,000	412.500%	8/23/2027	-	-	12,375.00	12,375.00
8/26/2024	713448DF2	PEPSICO INC 2.85% 24FEB2026 (CALLABLE 24NOV25)	BOND INTEREST	8/24/2024	1,000,000	285.000%	2/24/2026	-	-	14,250.00	14,250.00
8/26/2024	3135G05X7	FANNIE MAE 0.375% 25AUG2025	BOND INTEREST	8/25/2024	1,200,000	37.500%	8/25/2025	-	-	2,250.00	2,250.00
8/26/2024	17275RBR2	CISCO SYSTEMS INC 4.85% 26FEB2029 (CALLABLE 26JAN29)	BOND INTEREST	8/26/2024	1,000,000	485.000%	2/26/2029	-	-	24,250.00	24,250.00

Town of Los Gatos

Insight ESG Ratings as of August 31, 2024

Security Description	Maturity Date	Par/Shares	S&P Rating	Moody Rating	Insight ESG Rating	Environment	Social	Governance
AMERICAN HONDA FINANCE 4.95% 09JAN2026	1/9/2026	\$ 1,000,000	A-	A3	3	3	3	3
PEPSICO INC 2.85% 24FEB2026 (CALLABLE 24NOV25)	2/24/2026	\$ 1,000,000	A+	A1	2	2	2	2
HOME DEPOT INC. 3% 01APR2026 (CALLABLE 01JAN2026)	46113	\$ 1,000,000	A	A2	3	3	2	3
JPMORGAN CHASE & CO 3.2 15JUN2026 (CALLABLE 15MAR26)	46188	\$ 500,000	A-	A1	3	1	3	4
APPLE INC. 2.9% 12SEP2027 (CALLABLE 12JUN27)	9/12/2027	\$ 1,300,000	AA+	Aaa	4	1	4	5
TOYOTA MOTOR CREDIT CORP 5.45% 10NOV2027	11/10/2027	\$ 1,600,000	A+	A1	3	2	3	4
AMERICAN HONDA FINANCE 4.7% 12JAN2028	1/12/2028	\$ 600,000	A-	A3	3	3	3	3
PNC BANK NA 3.25% 22JAN2028 (CALLABLE 01 FEB28)	1/22/2028	\$ 1,000,000	A	A2	3	2	3	3
COLGATE-PALMOLIVE CO 4.6% 01MAR2028 (CALLABLE 01FEB28)	3/1/2028	\$ 500,000	A+	Aa3	3	3	3	3
US BANCORP 4.548% 22JUL2028 (CALLABLE 22JUL27)	7/22/2028	\$ 1,000,000	A	A3	4	3	4	4
JPMORGAN CHASE & CO 4.851% 25JUL2028 (CALLABLE 25JUL28)	7/25/2028	\$ 1,400,000	A-	A1	3	1	3	4
CISCO INC. 4.85% 26FEB2029 (CALLABLE 26JAN2029)	2/26/2029	\$ 1,000,000	AA-	A1	2	1	3	3
HOME DEPOT INC. 4.9% 15APR2029 (CALLABLE 15MAR2029)	47223	\$ 1,000,000	A	A2	3	3	2	3
CITIBANK 4.838% 06AUG2029 (CALLABLE 06JUL2029)	8/6/2029	\$ 1,250,000	A+	Aa3	3	1	3	4
Total/Average		\$ 14,150,000			3.0	2.1	2.9	3.4

*ESG ratings are from 1 to 5, with 1 as the highest rating and 5 as the lowest. All ratings are weighted by industry rankings, based on the importance of the category within the individual industry.

Fund Schedule

ITEM NO. 3.

Fund Number	Fund Description	Prior Year Carryforward 7/1/2024*	Increase/ (Decrease) July	Aug 2024				Estimated Fund Balance 8/31/2024*
				Current Revenue	Current Expenditure	Transfer In	Transfer Out	
	GENERAL FUND							
	Non-Spendable:							
	Loans Receivable	159,000	-	-	-	-	-	159,000
	Restricted Fund Balances:							
	Pension	1,400,163	-	-	-	-	-	1,400,163
	Land Held for Resale	44,338	-	-	-	-	-	44,338
	Committed Fund Balances:							
	Budget Stabilization	6,129,774	-	-	-	-	-	6,129,774
	Catastrophic	6,129,775	-	-	-	-	-	6,129,775
	Pension/OPEB	300,000	-	-	-	-	-	300,000
	Measure G District Sales Tax	590,581	-	-	-	-	-	590,581
	Assigned Fund Balances:							
	Open Space	410,000	-	-	-	-	-	410,000
	Sustainability	140,553	-	-	-	-	-	140,553
	Capital/Special Projects	10,359,577	-	-	-	-	-	10,359,577
	Carryover Encumbrances	37,698	-	-	-	-	-	37,698
	Compensated Absences	1,580,623	-	-	-	-	-	1,580,623
	ERAF Risk Reserve	689,608	-	-	-	-	-	689,608
	Council Priorities - Economic Recovery	1,556,614	-	-	-	-	-	1,556,614
	Unassigned Fund Balances:							
111	Other Unassigned Fund Balance Reserve (Pre YE distribution)	1,619,061	(938,017)	2,150,257	(3,074,023)	-	-	(242,722)
	General Fund Total	31,147,365	(938,017)	2,150,257	(3,074,023)	-	-	29,285,582

* Interfund transfers and ARPA funding allocation to be performed as part of the fiscal year end closing entries.

Fund Schedule

ITEM NO. 3.

Fund Number	Fund Description	Prior Year Carryforward 7/1/2024*	Increase/ (Decrease) July	Aug 2024				Estimated Fund Balance 8/31/2024*
				Current Revenue	Current Expenditure	Transfer In	Transfer Out	
SPECIAL REVENUE								
211/212	CDBG	166,653	-	-	-	-	-	166,653
222	Urban Runoff (NPDES)	754,134	(31,240)	30,583	(17,228)	-	-	736,249
231-236	Landscape & Lighting Districts	182,625	219	-	(1,822)	-	-	181,022
251	Los Gatos Theatre	119,446	9,601	105,874	(262)	-	-	234,659
711-716	Library Trusts	556,849	(2,866)	272	(721)	-	-	553,534
Special Revenue Total		1,779,707	(24,286)	136,729	(20,033)	-	-	1,872,117
CAPITAL PROJECTS								
411	GFAR - General Fund Appropriated Reserve	20,282,453	26,957	85,164	(2,129)	-	-	20,392,445
412	Community Center Development	866,281	-	-	-	-	-	866,281
421	Grant Funded Projects	(2,598,237)	-	-	-	-	-	(2,598,237)
461-463	Storm Basin Projects	3,531,248	3,337	5,814	-	-	-	3,540,399
471	Traffic Mitigation Projects	509,491	-	-	-	-	-	509,491
472	Utility Undergrounding Projects	3,584,251	623	-	-	-	-	3,584,874
481	Gas Tax Projects	1,928,167	(81,090)	171,244	-	-	-	2,018,321
Capital Projects Total		28,103,654	(50,173)	262,222	(2,129)	-	-	28,313,574
INTERNAL SERVICE FUNDS								
611	Town General Liability	177,876	-	-	(1,321,181)	-	-	(1,143,305)
612	Workers Compensation	586,246	(456,139)	3,480	(427,377)	-	-	(293,790)
621	Information Technology	2,568,644	(338,991)	6,138	(45,515)	-	-	2,190,276
631	Vehicle & Equipment Replacement	3,286,552	(54,492)	-	-	-	-	3,232,060
633	Facility Maintenance	1,004,774	(11,870)	24,836	(44,771)	-	-	972,969
Internal Service Funds Total		7,624,092	(861,492)	34,454	(1,838,844)	-	-	4,958,210
Trust/Agency								
942	RDA Successor Agency	(4,568,003)	(1,711,514)	-	(102)	-	-	(6,279,619)
Trust/Agency Fund Total		(4,568,003)	(1,711,514)	-	(102)	-	-	(6,279,619)
Total Town		64,086,815	(3,585,482)	2,583,662	(4,935,131)	-	-	58,149,864

* Interfund transfers and ARPA funding allocation to be performed as part of the fiscal year end closing entries.

Deposit Accounts of Interest:

- 111-23541 General Plan Update deposit account balance \$434,723.77
- 111-23521 BMP Housing deposit account balance \$3,923,342.78



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2024

ITEM NO. 4.

ITEM NO: 4

DATE: October 15, 2024
TO: Mayor and Town Council
FROM: Katy Nomura, Interim Town Manager
SUBJECT: Vegetation Management – Townwide Open Spaces Project (CIP No. 832-4508):
a. Award and Authorize the Town Manager to Execute a Contract with Anvil Builders Inc. dba Sonoma Tree Surgery in an Amount Not to Exceed \$1,513,712.00; and
b. Authorize Staff to Issue Change Orders in an Amount Not to Exceed 20% of the Contract Value

RECOMMENDATION:

Vegetation Management – Townwide Open Spaces Project (CIP No. 832-4508):
a. Award and authorize the Town Manager to execute a contract (Attachment 1) with Anvil Builders Inc. dba Sonoma Tree Surgery in an amount not to exceed \$1,513,712.00; and
b. Authorize staff to issue change orders in an amount not to exceed 20% of the contract value.

BACKGROUND:

The Town of Los Gatos has been working on a vegetation management program since 2020. To support this work, the Town was awarded funding through the Federal Emergency Management Agency’s (FEMA) Hazard Mitigation Grant Program for vegetation management in the Town-owned open spaces of La Rinconada Park, Worcester Park, Novitiate Park, Heintz Open Space, and Santa Rosa Open Space.

The open space vegetation management project will provide shaded/mosaic fuels reduction work in the Town-owned spaces noted above. This project will thin underbrush and small trees and remove dead and dying trees to improve open space health and wildfire resilience.

PREPARED BY: Mike Mathiesen
Wildfire Manager

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

This project is intended to:

- Establish healthy, resilient fire adapted ecosystems to protect and conserve the Town’s natural resources;
- Reduce wildfire risk at residential properties adjacent to Town open spaces; and
- Reduce the severity of catastrophic wildfire by removing and thinning overgrown fuels in the open spaces.

Project locations include:

- 9.93 acres in Novitiate Park
- 11.33 acres in Worchester Park
- 8.64 acres in La Rinconada Park
- 88.12 acres in Heintz Open Space
- 75.89 acres in Santa Rosa Open Space

Treatment activities will consist of mechanized work in areas with less than 35% slope. Work will be completed using skid steers and tracked chippers to remove dense stands of understory vegetation and using chainsaws to thin live trees less than 8-inches in diameter and dead trees up to 12- inches in diameter. A mosaic understory will be retained for wildlife habitat and soil erosion control.

This contract will also include two years of maintenance vegetation management in these spaces.

DISCUSSION:

The project was advertised for bid, with bids due on September 11th, 2024. A summary of bid results is presented in Table 1. The contract is recommended to be awarded to Anvil Builders Inc. as the apparent low and responsive bidder.

Table 1. Bid Summary for Vegetation Management in Town Open Spaces (CIP No. 832-4508)

BIDDER NAME	BASE BID
Anvil Builders Inc	\$1,513,712.00
Community Tree Service	\$1,815,986.00
Bay Area Tree Specialists	\$2,128,793.22

CONCLUSION:

Staff recommends awarding and authorizing the Town Manager to execute an agreement with Anvil Builders Inc. in an amount not to exceed \$1,513,722.00 and authorize staff to issue change orders in an amount not to exceed 20% of the contract value.

COORDINATION:

This project has been coordinated with the Finance Department.

FISCAL IMPACT:

The fiscal table below reflects the budget for Phase 2 of this project, including the requested FEMA Hazard Mitigation Grant Program funds.

Vegetation Management - Town-wide CIP No. 832-4508		
	Budget	Costs
Phase 2 - Source of Funds		
GFAR	\$ 530,448	
FEMA Hazard Mitigation Grant	\$ 1,627,320	
Total Budget	\$ 2,157,768	
		Costs
Phase 2 - Expenditures		
Previously Authorized Consultant Services Agreement with Sequoia Ecological Consulting		\$ 181,165
First Amendment to Consultant Services Agreement with Sequoia Ecological Consulting Including a \$1,000 Correction to Original Agreement (Subject to Another Staff Report on 10-15-24)		\$ 50,190
Contractor Services for Vegetation Management (Requested with this Staff Report)		\$ 1,513,712
Contractor Services 20% Contingency for Vegetation Management (Requested with this Staff Report)		\$ 302,742
Total Expenditures		\$ 2,047,809
Total Project Balance		\$ 109,958

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA and is covered by the Towns Project Specific Analysis (PSA) filed with CAL FIRE in Sacramento.

PAGE 4 OF 4

SUBJECT: Vegetation Management - Townwide Open Spaces (CIP No. 832-4508)

DATE: October 10, 2024

ITEM NO. 4.

Attachment:

1. Draft Contract with Anvil Builders Inc. dba Atlas Sonoma Tree Surgery

Contract

This public works contract (“Contract”) is entered into by and between Town of Los Gatos (“Town”) and Anvil Builders Inc. dba Atlas Sonoma Tree Surgery (“Contractor”), for work on the Vegetation Management Risk Reduction Project (Open Space), Town Project #832-4508, Federal Project #4407-PJ0506 (“Project”).

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On October 15, 2024, Town authorized award of this Contract to Contractor for the amount set forth in Section 4, below. Town has elected to include the following Project alternate(s) in the Contract: **No alternates**.

2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Scope of Work;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Potential Award;
 - 2.12 Notice to Proceed; and
 - 2.13 The following: Attachments A through F of the Request for Bids.

3. **Contractor’s Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

- 4. Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, Town will pay Contractor \$1,513,712 ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
- 5. Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within **150** calendar days from the start date set forth in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
- 6. Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, Town will assess liquidated damages in the amount of \$500 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from Town's payments due or to become due to Contractor under this Contract.
- 7. Labor Code Compliance.**

 - 7.1 General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
 - 7.2 Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
 - 7.3 DIR Registration.** Town may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
- 8. Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

- 9. **Conflicts of Interest.** Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any Town ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

- 10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of Town and are not entitled to participate in any health, retirement, or any other employee benefits from Town.

- 11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

Town:

Finance Department
 Town of Los Gatos
 110 E. Main St.
 Los Gatos, CA 95030
 AP@losgatosca.gov

Contractor:

Name: Anvil Builders Inc. dba Atlas Sonoma Tree Surgery
 Address: 1550 Park Avenue
 City/State/Zip: Emeryville, CA 94608
 Phone: 415-285-5000
 Attn: Rich Kingsborough
 Email: Atlas.estimateding@atlas-tree.com
 Copy to: _____

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without Town's written consent. This Contract is binding on Contractor's and Town's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Santa Clara County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Santa Clara County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between Town and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.

13. FEMA CONTRACT TERMS

- 13.1 Remedies.** Refer to Town of Los Gatos General Conditions Section 11.2(F) which reads:

Town's Remedies. If Contractor or its responsible Subcontractor fails to correct defective Work within ten calendar days following notice by Town, or sooner if required by the circumstances, Town may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse Town for its costs in accordance with subsection 11.2(H).

13.2 Termination for Cause and Convenience. Refer to Town of Los Gatos General Conditions Article 13.

13.3 Equal Opportunity Employment. During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it

participates in federally assisted construction work: *Provided*, that if the Contractor so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

13.4 Davis Bacon Act. Contractor agrees to the following provisions and clauses of the Davis Bacon Act.

(1) *Minimum wages*—(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof,

regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the [Davis-Bacon Act \(40 U.S.C. 3141\(2\)\(B\)\)](#) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [paragraph \(a\)\(1\)\(iii\)](#) of this section, provided that:

- (1)** The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2)** The classification is used in the area by the construction industry; and
- (3)** The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage

and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to ***DBAconformance@dol.gov***. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to ***DBAconformance@dol.gov***, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of

receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the [Davis-Bacon Act](#) have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding—(i) *Withholding requirements.* The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [paragraph \(a\)](#) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the

contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [paragraph \(a\)\(3\)\(iv\)](#) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A)** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B)** A contracting agency for its reprocurement costs;
- (C)** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D)** A contractor's assignee(s);
- (E)** A contractor's successor(s); or
- (F)** A claim asserted under the [Prompt Payment Act](#), 31 U.S.C. [3901-3907](#).

(3) Records and certified payrolls—(i) Basic record requirements—(A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash

equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the [Davis-Bacon Act](#)); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the [Davis-Bacon Act](#), the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements—(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [paragraph \(a\)\(3\)\(i\)\(B\)](#) of this section, except that full

Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance. Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under [paragraph \(a\)\(3\)\(ii\)](#) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by [paragraph \(a\)\(3\)\(ii\)\(C\)](#) of this section.

(E) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) Required disclosures and access—(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR](#)

[part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and equal employment opportunity—(i) Apprentices—(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of [Executive Order 11246](#), as amended, and [29 CFR part 30](#).

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) Contract termination: debarment. A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR](#) parts [1](#), [3](#), and [5](#) are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR](#) parts [5](#), [6](#), and [7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

13.5 Copeland Anti-Kickback Act. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment.

13.6 Contract Work Hours and Safety Standards Act.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).
- (3) **Withholding for unpaid wages and liquidated damages —**
- (i) **Withholding process.** The Town of Los Gatos may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section 5.6(2) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) **Priority to withheld funds.** The Town has priority to funds withheld or to be withheld in accordance with this section over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

13.7 Rights to Inventions Made Under a Contract or Agreement. Any inventions made related to this Agreement and associated work is subject to the provisions of 37 CFR Part 401, as applicable.

13.8 Clean Air Act and Federal Water Pollution Control Act.

Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency

Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

- 13.9 Debarment and Suspension.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Town of Los Gatos. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Los Gatos the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Town will insure the Contractor and any lower participants are not debarred by checking the government’s System Award Management (SAM).

The Bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13.10 Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

13.11 Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act

13.12 Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216

prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
- (i) Covered telecommunications equipment or services that:

- i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) *Reporting requirement.*
 - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

13.13 Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or

materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- 13.14 Access to Records.** The Contractor agrees to provide the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In addition to the reports specified in this Agreement, Contractor shall retain the records required by the applicable provisions of 2 CFR § 200.333, no less than three (3) years after Town's final payment to Consultant under this Agreement and provide the Town with the reports required pursuant to 2 CFR §§ 200.328 and 200.343, and such other records and reports as the Town may reasonably require in the administration of this Agreement. Contractor shall keep all other necessary books and records, including property, personnel, loan documentation and financial records, in connection with the operation and services performed under this Agreement, in accordance with 2 CFR §200.333.

- 13.15 Changes in Scope of Work or Work Schedule.**

(a) Any change in the scope of work to be done, method of performance, nature of materials or price thereof, work schedule changing the number of working days, or to any other matter materially affecting the performance or nature of the services will not be paid for or accepted unless such change, addition or deletion is approved in advance by the Town, in a written amendment or Contract Change Order.

(b) The changes will be set forth in an amendment or written Contract Change Orders which specify the work to be done in connection with the changes, the basis of compensation for the work, and any adjustments to the work schedule or work completion date. Such Change Orders shall be approved by the Town. Upon receipt of an approved Contract Change Order, or of a written authorization from the Town setting forth a description of the change and agreed upon changes in contract price, the Contractor shall proceed with the work so ordered.

(c) In the absence of an approved amendment or Contract Change Order or written authorization, the Contractor shall not be entitled to payment for any changed or extra work or any adjustment to the work schedule or work completion date.

(d) When the changes increase or decrease the cost of the work, an adjustment of the Contract price will be made as set forth in the Change Order. Contractor shall receive compensation at the fees and rates previously agreed upon in writing.

(e) Contractor shall not be entitled to an adjustment in the compensation or work schedule for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a subcontractor or supplier shall be deemed to be within the control of contractor.

13.16 DHS Logo, Seal and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

13.17 Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

13.18 No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

13.19 Program Fraud and False or Fraudulent Statements of Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

- 13.20 Affirmative Socioeconomic Steps.** If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 13.21 License and Delivery of Works Subject to Copyright and Data Rights.** The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:	Approved as to form:
s/ _____	s/ _____
<u>Katy Nomura, Interim Town Manager</u>	<u>Gabrielle, Whelan, Town Attorney</u>

Date: _____	Date: _____
-------------	-------------

Attest:

s/ _____

Wendy Wood, CMC, Town Clerk

Date: _____

CONTRACTOR: Anvil Builders Inc. dba Atlas Sonoma Tree Surgery

s/ _____ Seal:

Alan Guy, President

Date: _____

Second Signature (See Section 12.8):

s/ _____

Name, Title

Date: _____

1107726 7-31-2025, C61/D49 C31 A
Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2024

ITEM NO. 5.

ITEM NO: 5

DATE: October 10, 2024
TO: Mayor and Town Council
FROM: Katy Nomura, Interim Town Manager
SUBJECT: Approve the Following Actions Related to Civic Center Improvements:
a. Authorize the Town Manager to Award and Execute a Contract with Alex Kushner General Inc., for the Americans with Disabilities Act (ADA) Restrooms and HR Offices Project (CIP No. 821-2117) in an Amount of \$450,000;
b. Authorize Staff to Execute Change Orders in an Amount Not to Exceed Twenty Percent (20%) of the Contract Award Amount; and
c. Approve the Project Construction Plans with Addenda

RECOMMENDATION:

Approve the following actions related to civic center improvements:
a. Authorize the Town Manager to award and execute a contract with Alex Kushner General Inc., for the Americans with Disabilities Act (ADA) Restrooms and HR Offices Project (CIP 821-2117) in an amount of \$450,000 (Attachment 1);
b. Authorize staff to execute change orders in an amount not to exceed twenty percent (20%) of the contract award amount; and
c. Approve the Project Construction Plans with Addenda.

BACKGROUND:

In 2019, the Town’s Capital Improvement Program (CIP) included a project to remodel two staff restrooms to make them compliant with ADA requirements. In 2020, an expansion of the Town’s Human Resources (HR) Department was added to the project and the project was renamed “ADA Restrooms and HR Offices.” During permitting review of the plans, it was determined that rebuilding the exterior ramp leading to the lower level of the Civic Center was

PREPARED BY: Dan Keller
Facilities & Environmental Services Manager

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

PAGE 2 OF 3

SUBJECT: Authorize the Town Manager to Award and Execute a Construction Agreement for the Base Bid Associated with Improvements to Human Resources Offices and the Exterior Ramp of Civic Center (CIP 821-2117)

DATE: October 10, 2024

BACKGROUND:

required to meet ADA standards. Design plans were produced, submitted and approved for the original scope and the additional work.

DISCUSSION:

Staff advertised all three projects (restroom, HR offices, and exterior access ramp) as one contract, separating out the restroom project as an add alternate. At the bid opening on September 18, 2024, seven bids were received as shown in Table 1.

Table 1. Summary of Bid Results

Company Name	Base Bid	Add Alternate 1	Total Bid
CWS Const. Group Inc.	\$900,000	\$895,000	\$1,785,000
S & H Const. Inc.	\$768,600	\$800,000	\$1,568,000
On Point Const.	\$662,750	\$863,312	\$1,526,062
Concore Dev. Group	\$630,000	\$615,000	\$1,245,000
Rodan Builders Inc.	\$595,000	\$624,700	\$1,219,700
JPB Designs Inc.	\$590,000	\$550,000	\$1,140,000
Alex Kushner Gen Inc.	\$450,000	\$450,000	\$900,000
Architect’s Estimate	\$702,234	\$675,277	\$1,377,511

The total bids all exceeded the available funding for the work. Staff is recommending awarding the Base Bid (construction of new offices for the human resources team and the exterior handicap ramp) only at this time, to the low bidder Alex Kushner General Inc.

The add alternate would have rehabilitated the staff restrooms located downstairs in Civic Center. However, new men’s and women’s restrooms were provided during construction of the space for the New Museum of Los Gatos after the Library was relocated to its new building. These multi-stall restrooms are ADA compliant, currently available to staff during work hours and are maintained by the Town. Converting the existing restrooms would have also required that a space currently used by the Los Gatos-Monte Sereno Police Department (LGMSPD) for training would have been lost to their use and incorporated into the restroom.

In lieu of a major rehabilitation of the restrooms, Parks and Public Works staff will complete a minor renovation of these facilities using in-house resources and on-call contractors. Minor renovation may include replacement of fixtures and painting. The existing LGMSPD space will be converted to multi-purpose space that can be used as a conference room when not in use for law enforcement purposes.

PAGE 3 OF 3

SUBJECT: Authorize the Town Manager to Award and Execute a Construction Agreement for the Base Bid Associated with Improvements to Human Resources Offices and the Exterior Ramp of Civic Center (CIP 821-2117)

DATE: October 10, 2024

Government Code 830.6 provides protection to the Town and its staff in the event an injury resulting from the design or construction of public improvements so long as the legislative body

has adopted the plans. Staff is seeking adoption of the project plans with this Town Council action. The project construction plans can be found at the following link:

<https://www.losgatosca.gov/CIP>.

CONCLUSION:

This action will allow construction to proceed on new offices for human resources staff and improve access to the lower level of the Civic Center to members of the public with disabilities. If authorized, this work will be completed through winter of FY 2024/25 with completion expected by June 30, 2025.

FISCAL IMPACT:

The adopted Fiscal Year 2024/25 – 2028/29 Capital Improvement Program (CIP) Budget for this project has sufficient funds for the Construction Agreement.

Civic Center Americans with Disabilities Act (ADA) Restrooms and HR Offices CIP No. 821-2117		
	Budget	Costs
GFAR	\$ 980,000	
Total Budget	\$ 980,000	
		Costs
Consultant Services		\$ 207,759
Construction Agreement with Alex Kushner General Inc. (Requested with this Staff Report)		\$ 450,000
Construction Agreement Contingency with Alex Kushner General Inc. (Requested with this Staff Report)		\$ 90,000
Total Expenditures		\$ 747,759
Available Balance		\$ 232,241

ENVIRONMENTAL ASSESSMENT:

This project is categorically exempt from the California Environmental Quality Action under Section 15301.

Attachment:

1. Contract

Contract

This public works contract ("Contract") is entered into by and between Town of Los Gatos ("Town") and Alex Kushner General Inc. ("Contractor"), for work on the Civic Center Tenant Improvements Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On October 15, 2024, Town authorized award of this Contract to Contractor for the amount set forth in Section 4, below. Town has elected to include the following Project alternate(s) in the Contract: **No alternates.**

2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Potential Award;
 - 2.12 Notice to Proceed; and
 - 2.13 The following:
No Other Documents .

3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, Town will pay Contractor \$450,000("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 365 calendar days from the start date set forth in the Notice to Proceed ("Contract Time"), if Alternate 1 is included in the award. If Alternate 1 is not awarded the contract duration will be 180 days. By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, Town will assess liquidated damages in the amount of \$ 500 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from Town's payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
 - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
 - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
 - 7.3 **DIR Registration.** Town may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

- 9. **Conflicts of Interest.** Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any Town ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
- 10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of Town and are not entitled to participate in any health, retirement, or any other employee benefits from Town.
- 11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

Town:
ap@losgatosca.gov

Contractor:

Name: Alex Kushner General Inc.
 Address: 2364 Funston Ave
 City/State/Zip: San Francisco, CA 94116
 Phone: 415-756-0945
 Attn: Alex Kushner General Inc.
 Email: amadevelopers@hotmail.com
 Copy to: _____

12. General Provisions.

- 12.1 **Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without Town’s written consent. This Contract is binding on Contractor’s and Town’s lawful heirs, successors and permitted assigns.
- 12.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.

- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Santa Clara County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Santa Clara County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between Town and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

TOWN:

Approved as to form:

s/ _____

s/ _____

Katy Nomura, Interim Town Manager

Gabrielle, Whelan, Town Attorney

Date: _____

Date: _____

Attest:

s/ _____

Wendy Wood, CMC, Town Clerk

Date: _____

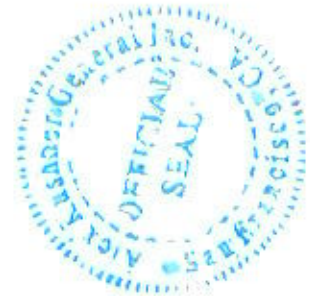
CONTRACTOR: Alex Kushner General Inc.

s/ Alex Kushner

Seal:

Alex Kushner, CEO

Date: 9/30/2014



Second Signature (See Section 12.8):

s/ Alex Kushner

Secretary ALEX KUSHNER
Name, Title

Date: Sept 30 / 2024

1007203 A, B, C 33, 9/30/2025
Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2024

ITEM NO: 6

ITEM NO. 6.

DATE: October 10, 2024
TO: Mayor and Town Council
FROM: Katy Nomura, Interim Town Manager
SUBJECT: Authorize the Town Manager to Execute a First Amendment to the Agreement for Services with Sequoia Ecological Consulting Inc. for an Adjusted Contract Amount of \$231,355 for Vegetation Management – Townwide Open Spaces Project (CIP No. 832-4508)

RECOMMENDATION:

Authorize the Town Manager to execute a First Amendment (Attachment 1) to the Agreement for Services with Sequoia Ecological Consulting, Inc. (Sequoia) for an adjusted agreement amount of \$231,355 for Vegetation Management – Townwide Open Spaces Project (CIP No. 832-4508).

BACKGROUND:

On August 6, 2024, Town Council authorized the Town Manager to execute an agreement with Sequoia in the amount of \$181,165 to provide environmental management and compliance services for vegetation management in Town owned open space areas.

DISCUSSION:

Staff has commenced work with Sequoia and, in doing so, has identified additional environmental compliance tasks that were not known at the time of the Request for Proposal for environmental services. These tasks are critical to comply with the Project Specific Analysis to the Addendum to the Program Environmental Impact Report (PEIR) of the California Vegetation Treatment Program (CalVTP).

In preparing this amendment staff identified a \$1,000 discrepancy between the original contract amount and the bid proposal submitted by Sequoia. This amendment adjusts the original agreement base price to coincide with the bid proposal submitted by Sequoia.

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

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

PAGE 2 OF 3

SUBJECT: Authorize First Amendment to Agreement for Services with Sequoia Ecological Inc.

DATE: October 10, 2024

CONCLUSION:

Approving this amendment will allow Sequoia to support staff in implementing the open space vegetation management/wildfire risk reduction work that is planned for fall 2024 and spring 2025.

FISCAL IMPACT:

The fiscal table below reflects the budget for Phase 2 of this project, including the requested FEMA Hazard Mitigation Grant Program funds.

Vegetation Management - Town-wide CIP No. 832-4508		
	Budget	Costs
Phase 2 - Source of Funds		
GFAR	\$ 530,448	
FEMA Hazard Mitigation Grant	\$ 1,627,320	
Total Budget	\$ 2,157,768	
		Costs
Phase 2 - Expenditures		
Previously Authorized Consultant Services Agreement with Sequoia Ecological Consulting		\$ 181,165
Amended increase to original Agreement (Requested with this Staff Report)		\$ 1,000
First Amendment to Consultant Services Agreement with Sequoia Ecological Consulting (Requested with this Staff Report)		\$ 49,190
Contractor Services for Vegetation Management (Subject to Another Staff Report on 10-15-24)		\$ 1,513,712
Contractor Services 20% Contingency for Vegetation Management (Subject to Another Staff Report on 10-15-24)		\$ 302,742
Total Expenditures		\$ 2,047,809
Total Project Balance		\$ 109,958

ENVIRONMENTAL ASSESSMENT:

The Project Specific Analysis and Addendum concluded that all the effects of the proposed project: (a) have been covered in the CalVTP PEIR; and (b) all applicable Standard Project Requirements and mitigation measures identified in the CalVTP PEIR will be implemented.

SUBJECT: Authorize First Amendment to Agreement for Services with Sequoia Ecological Inc.

DATE: October 10, 2024

The proposed project is, therefore, within the scope of the CalVTP PEIR. A Notice of Determination has been submitted to the County of Santa Clara.

Attachments:

1. First Amendment to Agreement for Consulting Services with Sequoia Ecological Consulting Inc., including Exhibit A – Additional Services Scope, and Exhibit B – Original Agreement and Scope of Services

AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 15th day of October, 2024 and amends that certain Agreement for Consultant Services dated August 6, 2024, made by and between the Town of Los Gatos, ("Town,") and Sequoia Consulting Group ("Consultant"), identified as an S Corporation and whose address is 1342 Creekside Drive, Walnut Creek, CA 94596

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on August 6, 2024, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit B to this Amendment.
- B. Town desires to amend the Agreement to provide additional environmental consulting services that are required to comply with state and federal environmental laws.

AMENDMENT

1. Section 2.1 Scope of Services is amended to add the services in Exhibit A of this amendment.
2. Section 2.6 Compensation: Compensation for services is amended to increase by \$1,000 to correct a discrepancy in the original agreement* and to add \$49,190 for a **total amount not to exceed \$231,355**, inclusive of all costs. Payment shall be based upon Town approval of each task and fees for each task shall not be exceeded without written authorization from the Town.
3. All other terms and conditions of the Agreement remain in full force and effect.

*The original agreement was executed for a base price of \$181,165. The Proposal Price Sheet submitted by Consultant (See page 70 or 96 of the original agreement) included six lines items with a total value of \$182,165. This amendment adjusts the original agreement base price to coincide with the bid proposal submitted by Sequoia.


ATTACHMENT 1

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos:

Approved as to Consent:

Katy Nomura, Interim Town Manager



Will Johnson, Program Manager

Department Approval:

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Attest:

Gabrielle Whelan, Town Attorney

Wendy Wood, CMC, Town Clerk



Date: September 17, 2024

To: Nicolle Burnham
Director
Town of Los Gatos – Parks and Public Works
41 Miles Avenue
Los Gatos, CA 95030

From: Will Johnson, M.S.
Climate Resiliency & Restoration Program Manager
Sequoia Ecological Consulting, Inc.

RE: **Town of Los Gatos Vegetation Management Plan Project Specific Analysis (PSA)
Additional Scope – September 2024**

Scope of Work

Task 1: Perform Additional Project Coordination

Sequoia will provide additional hours of project management time to successfully submit the Town of Los Gatos (Town) Vegetation Management Plan (VMP) PSA, implement and coordinate necessary survey efforts, and generally guide the process beyond those efforts originally outlined in the base scope of work.

Assumptions:

- Budget assumes 10 additional meetings than what is covered in the base scope. Weekly meetings will be one (1) hour and virtual. Both the Program Manager and Project Manager will attend the meetings.

Task 2: Prepare Notice of Determination & Assist in Submitting Project PSA

Sequoia will review all previously created PSA materials for completeness and compliance, and then assist the Town in packaging and submitting them to the Board of Forestry and CAL FIRE. Sequoia will prepare a Notice of Determination (NOD) in accordance with Section 15094 of the California Environmental Quality Act (CEQA) Guidelines. The Town will need to file the NOD with the County Clerk. Sequoia will attend a site visit of the project sites with California Department of Fish and Wildlife (CDFW), U.S. Fish and Wildlife Service (USFWS), and the Town if requested. Costs have been included for this one (1) field meeting for the Program Manager and Project Manager (if a field meeting is necessary).

***Deliverables:***

- Assist in delivering the Project Specific Analysis (PSA) for the Town of Los Gatos VMP to the Board of Forestry and CAL FIRE.
- Notice of Determination in PDF format.

Assumptions:

- The Town will provide all relevant materials associated with the PSA, including GIS shapefiles, drafts, forms and other materials that were generated by the previous environmental consulting firm for the PSA effort.
- We assume materials have been proof-checked and that agencies have been previously consulted on the content and elements. We do not assume any level of effort for edits, revisions or changes to the PSA. **Additional efforts to make edits or revisions will be scoped separately.**
- The Town will provide applicable NOD filing fees via a reimbursable expense on Sequoia's invoice.

Task 3: Perform Rare Plant Surveys per California Vegetation Treatment Program (CalVTP) Specific Project Requirement (SPR) BIO-7

Sequoia will review findings from the PSA reconnaissance surveys previously conducted (2023) to effectively eliminate unsuitable habitat for species and plants that will not require further analysis. This could lead to a potentially smaller survey area and effort for rare plant surveys. This could also identify areas that the Town's contractor can effectively begin work in during the fall/winter 2024 season, after pre-treatment surveys have been completed. Otherwise, in suitable habitat areas, per the CalVTP, Sequoia understand bloom-period appropriate rare plant surveys for rare species anticipated to occur must occur prior to treatment efforts.

Per the CalVTP, Sequoia understands that if target special-status species is an herbaceous annual, stump-sprouting, or geophyte species, the treatment may be carried out during the dormant season for that species, or when the species has completed its annual lifecycle without conducting presence/absence surveys provided the treatment will not alter habitat or destroy seeds, stumps, or roots, rhizomes, bulbs and other underground parts in a way that would make it unsuitable for the target species to reestablish following treatment. Therefore, it may be possible to reduce survey efforts pending evaluation of species occurrence, phenology, and PSA treatment methods (excavation/disturbance vs. light-on-land approach).



A Sequoia botanist will perform a protocol-level survey following California Department of Fish and Wildlife (CDFW) Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities” (current version dated March 20, 2018) of the treatment area for sensitive natural communities and sensitive habitats. Sensitive natural communities will be identified using the best means possible, including keying them out using the most current edition of A Manual of California Vegetation (including updated natural communities data at <http://vegetation.cnps.org/>), or referring to relevant reports (e.g., reports found on the VegCAMP website). Surveys will be conducted in a manner which maximizes the likelihood of locating special status plants and sensitive natural communities. They will be floristic in nature meaning that every plant taxon that occurs is identified to the taxonomic level necessary to determine rarity and listing status. The extent of the survey may include adjacent or adjoining properties where project effects could occur – it is important to not restrict surveys to known locations of special status plants. Surveys will consist of walking through both the survey areas and as much of the treatment areas as possible.

Parallel survey transects may be necessary to ensure thorough survey coverage in some habitats. Sequoia will identify plants in the field. If any special status plants or sensitive natural communities are found during these surveys, Sequoia will flag and map them using a combination of methods including ArcGIS Field Maps, CalFlora Weed Observer, and/or another GPS mapping software (e.g., Avenza). Sequoia will take detailed notes and record all information as required by CDFW protocols (e.g., location description, site-specific characteristics, number of individuals, percentage of each special status plant and associated life stage characteristics, density of special status plants and digital images of special status plants and sensitive natural communities).

The botanist will map and digitally record, using a Global Positioning System (GPS), the limits of any potential sensitive habitat and sensitive natural community identified in the treatment area.

Deliverables:

- Sequoia will summarize results from the completed surveys. A separate report will not be generated. The team will follow CDFW protocols and will submit all required documentation to the CDFW as required.

Assumptions:

- The Town will provide Sequoia with geodata of Project and survey areas as GIS Shapefile or Google Earth .kmz file, including the following layers: treatment area boundaries with roads and trails, treatment area habitat types, and any other relevant GIS products associated with the development of the PSA in general.



Task 4: Perform Pre-field Research and Archaeological Surveys per SPR CUL-1 through SPR CUL-5 & SPR CUL-8

Sequoia's cultural resource sub-consultant Montrose will perform CalVTP Programmatic EIR Standard Project Requirements (SPRs) CUL-1 through CUL-5 and SPR CUL-8 including: records search, pre-field research, an archaeological survey, coordination with Native American groups (already included under base scope; this cost omitted from this additional work proposal), worker training to recognize sensitive cultural resources (if necessary, already included in base scope), and avoiding or protecting known resources.

Montrose will conduct pre-field research and conduct a site-specific survey of the treatment area. The purpose of pre-field research is to inform survey design, based on the types of resources likely to be encountered within the treatment area, and to be prepared to interpret, record and evaluate these findings within the context of local history and prehistory. Pre-field research includes reviewing records, studying maps, reading pertinent ethnographic, archaeological and historical literature specific to the area. The survey methodology (e.g., pedestrian survey, subsurface investigation) depends on whether the area has a low, moderate, or high sensitivity for resources, which is based on whether the records search, pre-field research, and/or Native American consultation identifies archaeological or historical resources near or within the treatment area. A survey report will be completed for every cultural resource survey completed.

A record search at the Northwest Information Center, Sonoma State University, will be requested that includes the treatment areas and a quarter-mile buffer. Montrose will submit a Sacred Lands Request to the Native American Heritage Commission (NAHC) for a list of local tribes and, upon receipt, draft a contact letter for Sequoia and the Town for review. The final letter will be sent to each contact requesting information on Tribal Cultural Resources, if any, that may be impacted by project actions. Montrose will send the letters via the U.S. mail with a certified return receipt, and also email the letter to each tribal contact. Follow-up emails will be sent approximately two weeks later.

In accordance with SPR CUL-4 (Archaeological Surveys) of the CalVTP EIR, Montrose archaeological staff will conduct archaeological surveys of proposed treatment areas. The current fuel reduction treatments cover approximately 194 acres. The record search and Native American consultation process will help to determine which areas have a low, moderate, or high sensitivity for resources and dictate the appropriate survey methodology (e.g., more intensive survey or more cursory inspection). Slope percentage and distance to water sources will be used to adjust field efforts, depending on a modeled probability of encountering archaeological deposits. Field staff will use GPS devices and ESRI Field Maps to accurately record any cultural resources encountered. Location maps and sketch maps associated with the forms will utilize ArcGIS Pro software and Adobe Illustrator, as needed. A Cultural Resources Assessment Report will be prepared to report the methods and findings of the study.



Deliverables:

- Report(s) summarizing results from archaeological survey.
- Draft and final tribal contact letters (electronic only).

Assumptions:

- The Town will provide all relevant materials associated with the PSA, including GIS shapefiles, drafts, forms and other materials that were generated by the previous environmental consulting firm for the PSA effort.
- Montrose will respond to one round of comments on the draft letter from the Town.
- Up to one virtual meeting with any Tribe requesting consultation on Tribal Cultural Resources.
- No more than 4 pre-contact or post-contact archaeological sites will be identified and recorded using California Department of Parks and Recreation (DPR) Primary Record standards.
- Two days in the field is expected for two archaeologists.
- Montrose will respond to one round of comments on the draft Cultural Resources Assessment Report from Sequoia and one from the Town.
- No isolated object will be recorded. Refuse scatters will be recorded if they contain more than 6 cans or bottles within a 100-meter square area.
- No built environment element will be recorded; all such resources are assumed to be avoided by project actions.
- No cultural resources will be evaluated for significance under the California Register of Historical Resources (CRHR)1 criteria as part of this scope of work. It is assumed all identified archaeological resources and built environment features or structures will be avoided by project actions. Any potentially eligible historical resource that cannot be avoided will require additional scope and costs to evaluate under CRHR criteria.

Cost

Sequoia anticipates providing services as not-to-exceed total amounts, on a **time-and-materials basis using established rates**. The estimated costs for the scope of work outlined above are as follows:



Task	Cost
Task 1. Additional Project Coordination	\$ 4,195
Task 2. Prepare Notice of Determination & Assist in Submitting PSA	\$ 4,846
Task 3. Rare Plant Surveys per SPR BIO-7	\$ 9,087
Task 4. Perform Pre-field Research and Archaeological Surveys per SPR CUL-1 through SPR CUL-5 & SPR CUL-8	\$ 31,062
TOTAL	\$ 49,190

Sincerely,

Will Johnson | Climate Resiliency & Restoration Program Manager

Mobile: (707) 889-3678

Main: 925.855.5500

wjohnson@sequoiaeco.com

Environmental Services	2024	2025	2026	2027	2028	Env. Project Mgm't.	2024	2025	2026	2027	2028
Field Technician 1	\$90	\$95	\$99	\$104	\$109	Assistant Project Manager 1	\$165	\$173	\$182	\$191	\$201
Field Technician 2	\$105	\$110	\$116	\$122	\$128	Assistant Project Manager 2	\$170	\$179	\$187	\$197	\$207
Field Technician 3	\$115	\$121	\$127	\$133	\$140	Assistant Project Manager 3	\$175	\$184	\$193	\$203	\$213
Staff Biologist 1	\$120	\$126	\$132	\$139	\$146	Project Manager 1	\$180	\$189	\$198	\$208	\$219
Staff Biologist 2	\$125	\$131	\$138	\$145	\$152	Project Manager 2	\$185	\$194	\$204	\$214	\$225
Staff Biologist 3	\$130	\$137	\$143	\$150	\$158	Project Manager 3	\$190	\$200	\$209	\$220	\$231
Associate Biologist 1	\$135	\$142	\$149	\$156	\$164	Project Manager 4	\$200	\$210	\$221	\$232	\$243
Associate Biologist 2	\$140	\$147	\$154	\$162	\$170	Project Manager 5	\$210	\$221	\$232	\$243	\$255
Associate Biologist 3	\$145	\$152	\$160	\$168	\$176	Project Manager 6	\$220	\$231	\$243	\$255	\$267
Project Biologist 1	\$150	\$158	\$165	\$174	\$182	Senior Project Manager 1	\$230	\$242	\$254	\$266	\$280
Project Biologist 2	\$155	\$163	\$171	\$179	\$188	Senior Project Manager 2	\$240	\$252	\$265	\$278	\$292
Project Biologist 3	\$160	\$168	\$176	\$185	\$194	Senior Project Manager 3	\$250	\$263	\$276	\$289	\$304
Resource Specialist 1	\$165	\$173	\$182	\$191	\$201	Program Manager 1	\$260	\$273	\$287	\$301	\$316
Resource Specialist 2	\$170	\$179	\$187	\$197	\$207	Program Manager 2	\$270	\$284	\$298	\$313	\$328
Resource Specialist 3	\$175	\$184	\$193	\$203	\$213	Program Manager 3	\$280	\$294	\$309	\$324	\$340
Senior (Sr.) Biologist 1	\$180	\$189	\$198	\$208	\$219	Principal 1	\$290	\$305	\$320	\$336	\$352
Sr. Biologist 2	\$185	\$194	\$204	\$214	\$225	Principal 2	\$300	\$315	\$331	\$347	\$365
Sr. Biologist 3	\$190	\$200	\$209	\$220	\$231	Principal 3	\$310	\$326	\$342	\$359	\$377
Sr. Scientist 1	\$200	\$210	\$221	\$232	\$243	Senior Principal 1	\$320	\$336	\$353	\$370	\$389
Sr. Scientist 2	\$210	\$221	\$232	\$243	\$255	Senior Principal 2	\$330	\$347	\$364	\$382	\$401
Sr. Scientist 3	\$220	\$231	\$243	\$255	\$267	Senior Principal 3	\$340	\$357	\$375	\$394	\$413
Sr. Technical Specialist 1	\$230	\$242	\$254	\$266	\$280	Geographic Information Services (GIS)					
Sr. Technical Specialist 2	\$240	\$252	\$265	\$278	\$292	GIS Technician 1	\$135	\$142	\$149	\$156	\$164
Sr. Technical Specialist 3	\$250	\$263	\$276	\$289	\$304	GIS Technician 2	\$145	\$152	\$160	\$168	\$176
Sr. Regulatory Specialist 1	\$260	\$273	\$287	\$301	\$316	GIS Technician 3	\$155	\$163	\$171	\$179	\$188
Sr. Regulatory Specialist 2	\$270	\$284	\$298	\$313	\$328	GIS Analyst 1	\$165	\$173	\$182	\$191	\$201
Sr. Regulatory Specialist 3	\$280	\$294	\$309	\$324	\$340	GIS Analyst 2	\$175	\$184	\$193	\$203	\$213
Botanist/Arborist Services						GIS Analyst 3	\$185	\$194	\$204	\$214	\$225
Botanist/Arborist 1	\$135	\$135	\$142	\$149	\$156	GIS Project Manager 1	\$200	\$210	\$221	\$232	\$243
Botanist/Arborist 2	\$150	\$150	\$158	\$165	\$174	GIS Project Manager 2	\$210	\$221	\$232	\$243	\$255
Botanist/Arborist 3	\$165	\$165	\$173	\$182	\$191	GIS Project Manager 3	\$220	\$231	\$243	\$255	\$267
Sr. Botanist/Arborist 1	\$185	\$185	\$194	\$204	\$214	GIS Specialist 1	\$230	\$242	\$254	\$266	\$280
Sr. Botanist/Arborist 2	\$200	\$200	\$210	\$221	\$232	GIS Specialist 2	\$240	\$252	\$265	\$278	\$292
Sr. Botanist/Arborist 3	\$215	\$215	\$226	\$237	\$249	GIS Specialist 3	\$250	\$263	\$276	\$289	\$304
Administrative Support Services						GIS Program Manager 1	\$260	\$273	\$287	\$301	\$316
Clerical	\$110	\$116	\$121	\$127	\$134	GIS Program Manager 2	\$270	\$284	\$298	\$313	\$328
Project Administrator	\$135	\$142	\$149	\$156	\$164	GIS Program Manager 3	\$280	\$294	\$309	\$324	\$340
Technical Editor I	\$150	\$158	\$165	\$174	\$182						
Technical Editor II	\$160	\$168	\$176	\$185	\$194						
Technical Editor III	\$170	\$179	\$187	\$197	\$207						
Senior Technical Editor	\$195	\$205	\$215	\$226	\$237						



Other Direct Costs

Regular Vehicle (GSA Rate)	\$0.67/mile
Submeter GPS	\$100/day
UTV and Trailer	\$95/day
Fleet Vehicle	\$95/day
iPad	\$10/day
Wildlife Remote Camera	\$20/ day
Acoustic Bat Monitor	\$35/day
Kayak Kit	\$75/day
Survey Flashlight (Streamlight)	\$12.50/day
Aquatic Survey Sampling Kit	\$25/person/day
Drone/sUAS	\$250/day
Wetsuit	\$70/week
Drysuit	\$195/week
YSI ProDSS Water Quality Meter	\$125/day

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment, and other direct expenses are reimbursed at cost plus a 15% administrative handling charge (excluding mileage).
3. Subconsultants will be billed at their indicated rate plus a 15% administrative handling charge; or the Sequoia labor category commensurate with their role.
4. Depending upon location, Per Diem may be charged where overnight stays are required.
5. Weekly or monthly equipment rates at a reduced amount may be available on a contract-specific basis.
6. Expert Witness Testimony, including Depositions, is billed at the time and half.
7. Non-standard invoice processing will be billed at standard hourly rates for support personnel.
8. Sequoia will review our hourly rates annually and may choose to escalate our rate sheet depending on changes to the cost-of living-index and other factors.
9. Hours beyond 8 hours per day are charged at an overtime rate of 1.5 times our standard hourly rates for qualifying personnel. To comply with California Labor Code 512 and California Code of Regulations 11040, if on-site conditions prohibit personnel from taking required breaks, one additional hour of time will be billed per day for qualifying staff covered under the regulations.

AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on August 6, 2024 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Sequoia Consulting Group ("Consultant"), identified as an S Corporation and whose address is 1342 Creekside Drive, Walnut Creek, CA 94596. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide environmental consulting services in support of wildfire related vegetation management in Town owned open spaces.
- 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. AGREEMENT

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town on June 27, 2024 which is hereby incorporated as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect upon execution to June 30, 2025.
- 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 perform the services under this Agreement. 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 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 services in the amount not to exceed \$181,165, inclusive of all costs. Payment shall be based upon Town approval of each task and fees for each task shall not be exceeded without written authorization from the Town.
- 2.7 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 of receipt of the invoice. 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
Email (preferred): AP@losgatosca.gov

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. 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 Town.
- 2.10 Independent Contractor. It is understood that the Consultant, including each of Consultant's employees, agents, subcontractors, or others under Consultant's supervision or control, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). 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 testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant 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 Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.
- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant 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, Consultant 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. Consultant 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 Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Intentionally omitted.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the Agreement, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence and in the aggregate for products and completed operations, personal and advertising injury, 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 him/her and his/her staff for any, hired, or non-owned vehicles in 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 affecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

- i. The Town, its elected and appointed officials, employees, and agents are to be covered as additional insureds 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.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. 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.
- 3.3 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 Town 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. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, officers, agents, employees, and volunteers ("Indemnitees") from all damages, liabilities, penalties, costs, attorneys' fees, or expenses ("Losses") in law or equity that may at any time arise or be set up because of damages to property or personal injury or other 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 subcontractor. The Consultant's duty to indemnify and hold harmless the Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees. Consultant's obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

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 sixty days (60) 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 Agreement 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

Sequoia Ecological Consulting Inc
 Attn: Debie Montana
 1342 Creekside Drive,
 Walnut Creek, CA 94596

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.
- 4.9 California Public Records Act. Town is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to Town, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must clearly mark such information "Confidential and Proprietary," and identify the specific

lines containing the information. In the event of a request for such information, Town will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the Town is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the Town is required to respond to the CPRA request, Town may disclose the requested information without any liability. Consultant further agrees that it shall defend, indemnify and hold Town harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney's fees) that may result from denial by Town of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.

- 4.10 Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, a strike, lockout or other labor difficulty, or other peril, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, the only remedy is that there may be an equitable adjustment of the schedule based on Town's sole discretion.
- 4.11. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
- 4.12 Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 4.13 Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

V. FEMA CONTRACT TERMS

- 5.1 Remedies. Refer to Section IV of this agreement.
- 5.2 Termination for Cause and Convenience. Refer to Section 4.3 of this agreement.
- 5.3 Equal Opportunity Employment. During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision

of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

5.4 Intentionally omitted.

5.5 Copeland Anti-Kickback Act. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment.

5.6 Intentionally omitted

5.7 Rights to Inventions Made Under a Contract or Agreement. Any inventions made related to this Agreement and associated work is subject to the provisions of 37 CFR Part 401, as applicable.

5.8 Clean Air Act and Federal Water Pollution Control Act.

Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

- 5.9 Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Town of Los Gatos. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Los Gatos the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Town will insure the Contractor and any lower participants are not debarred by checking the government’s System Award Management (SAM).

The Bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or proposer further

agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.10 Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency

5.11 Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act

5.12 Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) *Prohibitions*.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain

telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.

- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) *Reporting requirement.*
 - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

5.13 Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- 5.14 Access to Records. The Contractor agrees to provide the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In addition to the reports specified in this Agreement, Contractor shall retain the records required by the applicable provisions of 2 CFR § 200.333, no less than three (3) years after Town's final payment to Consultant under this Agreement and provide the Town with the reports required pursuant to 2 CFR §§ 200.328 and 200.343, and such other records and reports as the Town may reasonably require in the administration of this Agreement. Contractor shall keep all other necessary books and records, including property, personnel, loan documentation and financial records, in connection with the operation and services performed under this Agreement, in accordance with 2 CFR §200.333.

- 5.15 Changes in Scope of Work or Work Schedule.

(a) Any change in the scope of work to be done, method of performance, nature of materials or price thereof, work schedule changing the number of working days, or to any other matter materially affecting the performance or nature of the services will not be paid for or accepted unless such change, addition or deletion is approved in advance by the Town, in a written amendment or Contract Change Order.

(b) The changes will be set forth in an amendment or written Contract Change Orders which specify the work to be done in connection with the changes, the basis of compensation for the work, and any adjustments to the work schedule or work completion date. Such Change Orders shall be approved by the Town. Upon receipt of an approved Contract Change Order, or of a written authorization from the Town setting forth a description of the change and agreed upon changes in contract price, the Contractor shall proceed with the work so ordered.

(c) In the absence of an approved amendment or Contract Change Order or written authorization, the Contractor shall not be entitled to payment for any changed or extra work or any adjustment to the work schedule or work completion date.

- (d) When the changes increase or decrease the cost of the work, an adjustment of the Contract price will be made as set forth in the Change Order. Contractor shall receive compensation at the fees and rates previously agreed upon in writing.
- (e) Contractor shall not be entitled to an adjustment in the compensation or work schedule for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a subcontractor or supplier shall be deemed to be within the control of contractor.
- 5.16 DHS Logo, Seal and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.
- 5.17 Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 5.18 No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.
- 5.19 Program Fraud and False or Fraudulent Statements of Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- 5.20 Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 5.21 License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town of Los Gatos.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant by:

Signed by:
Laurel Prevetti 8/16/2024
053FEEA2EB39470...
Laurel Prevetti, Town Manager

DocuSigned by:
Debie Montana 8/15/2024
0DA006G30CDB453...
Debie Montana, Chief Executive Officer

Recommended by:

Signed by:
Nicolle Burnham 8/15/2024
0E97031349044C3...
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Signed by:
Gabrielle Whelan 8/16/2024
EFD0736A5534426...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood 8/19/2024
BF0EBCBE2C214F0...
Wendy Wood, CMC, Town Clerk



PROPOSAL

June 27, 2024

TOWN OF LOS GATOS DEPARTMENT OF PARKS AND PUBLIC WORKS

Professional Environmental Monitoring Services for Vegetation Management Risk Reduction Project (Open Space)



A crew chips felled trees while a biological monitor provides assistance from a safe distance away during the North Orinda Shaded Fuel Break project.

"The team at Sequoia was critical to effective hazardous fuel reduction for the North Orinda Shaded Fuel Break. By having their biologists evaluate sites before work began we could avoid potential environmental impacts and accelerate the project. Their staff's expertise continued to guide field crews throughout the work, giving the whole project team confidence that we could adjust the project to meet the best management practices and comply with the myriad of environmental requirements, while reducing the potential of wildfire."

Cheryl Miller, Executive Coordinator
Diablo FireSafe Council



A contractor clears vegetation in a portion of Claremont Canyon Regional has been identified both as high-risk for wildfire, and highly bitat for Alameda whipsnake.



June 27, 2024

Town of Los Gatos
Department of Parks and Public Works
41 Miles Avenue
Los Gatos, CA 95030

**RE: Proposal for the Town of Los Gatos Department of Parks and Public Works
Professional Environmental Monitoring Services for Vegetation Management Risk Reduction
Project (Open Space), Town Project 832-4508; Federal Project #4407-PJ0506**

Members of the Selection Committee,

The Town of Los Gatos carries a profound responsibility in safeguarding its residents and preserving its cherished parks and open spaces, which face escalating threats from wildfires. The Town's natural landscapes not only serve as vital recreational areas, but also harbor diverse ecosystems and protected natural resources. To proactively mitigate these risks, the Los Gatos Open Space Vegetation Management Plan (VMP) defines the approach and guidelines that the Town will use for fuel reduction work, in accordance with the California Vegetation Treatment Program (CalVTP) Project Specific Analysis (PSA) and Addendum to the Program Environmental Impact Report (PEIR). The PEIR identifies standard treatment activities and associated environmental protection measures in and around Wildland Urban Interface (WUI) areas in general, while the VMP specifically prioritizes fuel treatments throughout Town parks to enhance public safety. We understand that the Town has carefully weighed the benefits of removing fuels versus the effects of a potentially destructive wildfire, as well as the environmental impacts of initial clearing work and follow-up maintenance. With treatments planned across five open space areas, we understand that the Town seeks an environmental consultant who can provide support and expert planning to facilitate timely completion of the VMP implementation efforts, in compliance with the PEIR.

With more than a decade of experience supporting wildfire mitigation efforts, **Sequoia Ecological Consulting, Inc. (Sequoia)** has worked extensively with agencies throughout the Bay Area to expedite implementation of their fuel management programs. We have teamed with our frequent partner **Montrose Environmental Group (Montrose)** to provide cultural resources services as needed. Sequoia and Montrose having collaborated with similar roles on wildland fuel management efforts for clients including San Mateo County RCD, East Bay Municipal Utility District, Sonoma County Parks, the State of California Department of General Services, Contra Costa County Fire Protection District, and the Moraga-Orinda Fire District, among many other public agency clients.



Proposal for Town of Los Gatos - Environmental Monitoring Services for Vegetation Management Risk Reduction Project (Open Space)

We are uniquely qualified to support the Town in meeting its VMP goals and long-term objectives because:

- ✓ Sequoia has **worked extensively under the CalVTP, leading planning and PSA development** activities (5 approved PSAs in the last 3 years), **as well as implementation** of projects throughout the Bay Area.
- ✓ Our staff are experts and **permit-holders for the project’s focal species**, including western bumble bee, foothill yellow-legged frog, California red-legged frog, and California tiger salamander.
- ✓ With a staff of more than 50 biologists, we provide a **deep bench of environmental monitors who can meet any scheduling need or concurrent efforts**. All of these staff have supported Sequoia’s fuels management projects, and have a deep level of understanding of the unique requirements and hazards associated with the full range of prescribed treatments. We have a number of staff who live within 5 miles of the project area.
- ✓ As our references will attest, Sequoia helps our clients **expedite fuel reduction projects while avoiding costly permitting requirements and project delays**. The value we provide allows agencies to redirect their time and resources to other high-priority areas.
- ✓ Sequoia offers a menu of **optional services that can be scaled and deployed as requested** to meet the Town’s specific needs.

Sequoia has prioritized our fuel management work support above all other work on our client list because we understand the urgent need to mitigate our region’s vulnerabilities when it comes to wildfire. This region is our home, and we appreciate the opportunity to play a role in reducing the threat of wildfire here, while also enhancing the habitats of the diverse species that share these lands with us. Sequoia has never failed to fulfill a request, even urgent same-day requests, to support the fuel reduction programs we support. C

We have carefully reviewed the Town’s RFP and our team will meet all requirements, terms, and conditions described therein. Thank you for this opportunity to present our team's approach and qualifications. As Principal at Sequoia Ecological Consulting, Inc., I am authorized to sign and negotiate on behalf of our firm. Please contact me directly at (925) 989-7011 or via e-mail at dmontana@sequoiaeco.com should you have any questions or requests for clarification on this proposal.

Sincerely,
SEQUOIA ECOLOGICAL CONSULTING, INC.

Debie Montana
Chief Executive Officer and Principal Biologist

Bill Montana
Chief Financial Officer



Scope of Services

Project Understanding

The Town is proactively protecting open space, the public, and sensitive natural resources by developing management plans to mitigate wildfire risk. The planning effort centers around targeted fuel reduction in densely vegetated areas, with aims to enhance both firefighter access and public evacuation routes. Plans are guided by CAL FIRE measures and Town ordinances and encompass nearly 5,000 acres of open space and parkland. The overall purpose is to minimize both wildfire risk and negative environmental impacts.

The VMP defines the approach and guidelines that the Town will use for fuel reduction work. The VMP was designed to address critical open space areas and emergency/evacuation routes and support local and regional goals in reducing wildfire risk. The VMP was prepared in accordance with the CalVTP PSA and Addendum to the PEIR, which identifies standard treatment activities and associated environmental protection measures in and around Wildland Urban Interface (WUI) areas in general. The VMP specifically prioritizes fuel treatments in these parks to enhance public safety; the Town has weighed carefully the benefits of removing fuel versus both the effects of a potentially destructive wildfire and environmental impacts of initial clearing work and follow-up maintenance.

Treatments are planned across approximately 200 acres, distributed among five open space areas, including Heintz, Santa Rosa Open Space, Novitiate, Worcester and La Rinconada Park(s). Three of the parks included in the VMP are within the WUI and are also within the Very High Fire Hazard Area, between forested mountain regions to the southwest of the Town and higher-density population areas to the north, closer to the San Francisco Bay. Approximately 3,000 homes are within the WUI, a highly vegetated region with limited access for firefighters or public evacuation in general.

We understand that the Town seeks an environmental consultant who can provide support and expert planning to facilitate the VMP implementation efforts.

Sequoia's first action item in wildland fuel reduction planning and implementation happens long before contract execution. During the proposal process, our team focuses on novel approaches and mining potential cost efficiencies and identifying potential project-specific and schedule roadblocks that can be addressed proactively. While we are a small firm, **Sequoia has completed and implemented the second highest number of approved PSAs in California. Our team will apply our deep understanding of the CalVTP process, coupled with a thorough comprehension of species phenology, patterns and distributions, to develop the most cost-efficient option while also maximizing natural resource protection.** We recognize that clients are often operating under tight grant budgetary limits. We do our due diligence in environmental review, contractor oversight and compliance, and species avoidance. We understand that while effective senior oversight is an essential part of project management and quality control, the balance of the budget should be where the boots hit the ground to accomplish as much fuel reduction as possible.



Overall Approach to Managing the Scope of Work

Sequoia regularly assists with the planning and implementation of multi-site fuel reduction projects with simultaneous treatment activities and complex scheduling demands. Through this experience, we have developed this approach to projects of this nature: we will focus on the ability to foresee issues, and the adaptability to respond to project changes as they arise. We will ensure that communications with the Town, its contractors, and stakeholders to be ongoing and frequent, and our continuous environmental training program will be thorough to ensure crews are mindful of and vigilant in protecting sensitive environmental resources while performing their work. We will develop and identify roles and responsibilities and conduct a thorough safety planning effort to mitigate risk during implementation.

We have found that when it comes to facilitating work on a robust vegetation management program like the Town's, schedules are often dependent on the availability of contractors, red-flag warnings, wildfires, permit measures, wildlife ecology, and public relations concerns. With all these variable conditions, last-minute scheduling changes and biological monitoring requests are inevitable. Sequoia staff understand the challenges that this program faces, and we will address the Town's needs quickly and with the highest level of professionalism.

Potential Challenges and Solutions

From experience in implementing fuel treatment projects under the CalVTP, Sequoia understands that there are several potential challenges with timing and schedule. Fortunately, we have honed our adaptive approach in this regard and developed solutions that save budget and enhance efficiency. Sequoia can work with the Town and implementation contractor to:

- Assign staff that thoroughly understand the nature of on-call work and pivoting based on dynamic conditions and variables;
- Ensure built-in staff redundancy in our management team to ensure that team leaders, such as Sequoia's project manager, have seamless back-up support during vacations and sick time. With fuel treatment implementation projects, we understand that last-minute changes due to environmental conditions or the dynamic nature of the work make communication a critical component of project management. By communicating with the Town about secondary and tertiary contacts and establishing roles in terms of the hierarchy of notifications, Sequoia intends to address any last-minute concerns, changes or questions as quickly and thoroughly as possible;
- Schedule work outside of the nesting bird season or botanical survey season to save on treatment monitor cost;
- Find schedule efficiencies around crew availability with regard to Red Flag workdays/shutdowns and/or availability during the height of fire season (e.g., finding project areas or treatment methodologies that can be performed despite restrictions on spark-generating equipment)
- Conduct crew refresher training at no additional cost during the pre-treatment or spot-check survey activities;
- Assisting the Town with grant-required quarterly reporting as necessary.

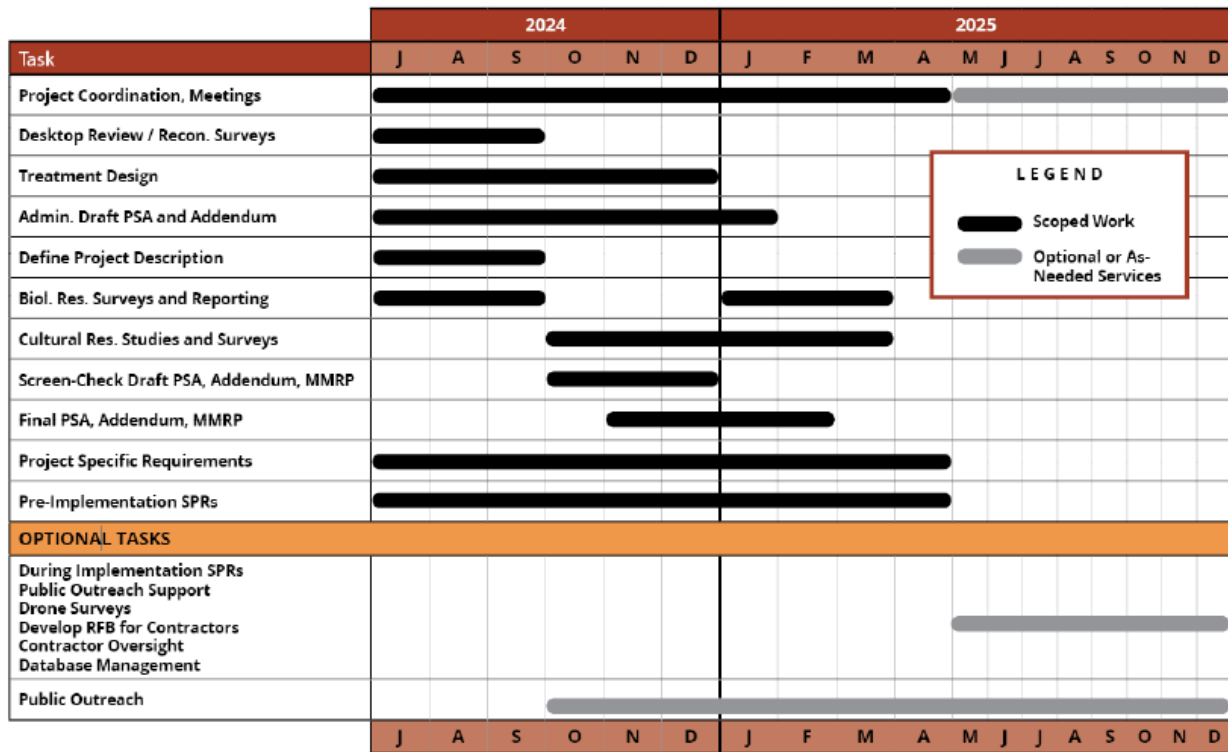


Task 1 – Meetings and Project Documentation

After the contract is awarded, Sequoia will organize an initial, project kickoff in-field team meeting to start the project and ensure that the project’s goals are fully understood, and will be met within the required timeframes. The meeting will serve as an opportunity to discuss and define project parameters, schedule, team member roles, and communication protocols. Periodically throughout the project, Sequoia will attend meetings with the Town and project stakeholders to ensure that project needs are met in a timely manner. Sequoia will conduct a contractor meeting at the project onset as well. Later, during the course of the implementation phase, Sequoia will also conduct regular progress check-in meetings over time (described in more detail below).

At the kickoff meeting, Sequoia will provide a project schedule (similar to the example below) to the Town. It is important to provide this at the onset of the project to facilitate prioritization, tracking, and documentation of deliverables and major milestones. Then, during the meeting, the Town will be able to weigh-in on the schedule itself, in real-time, and provide feedback as to major decision-points or checkpoints.

Project Schedule



Kickoff Meeting. At project commencement, Sequoia will meet with Town staff to review the Scope of Services and Proposed Work Plan. This initial meeting is intended to confirm the parameters of the scope, project scheduling, and overall communication protocols. By listening and ensuring a shared understanding,



we will endeavor to anticipate and prioritize the Town's needs as we serve as your eyes and ears on the ground during work. Upon completion of the kickoff meeting, Sequoia will prepare Meeting Minutes that summarize items discussed, and detail action items. In our experience, having the kickoff meeting in person is an excellent means to spark side-conversations, dig deeper into details, and explore alternative perspectives. Visiting one of the project sites just following the kickoff meeting could add even more benefit – reviewing roles and responsibilities and work expectations, with the project landscape as a contextual backdrop, could inspire the team at the onset. We strongly encourage the Town to consider an in-person approach to collaborating at the first kickoff meeting.

Contractor Meeting. Once the Town selects an implementation contractor to perform fuel treatments, Sequoia will meet with the Town and the contractor to learn the approach and sequencing intended for the creation of the defensible space around the subject parks and facilities. When starting a project at a new work location, we will immediately establish lines of communication between the project manager and all involved parties, including the contractor foreman, fire crews, and Town staff. As above, an in-person approach to meeting with crews, with the surrounding landscape as context, is an important way to assess scope, review tasks-at-hand, and it is also a critical element in addressing logistics or safety questions prior to work-start.

Project Meetings. Sequoia project manager and staff biologist(s) will attend up to six follow-up virtual progress meetings with the Town and implementation contractor during execution of the work. Follow-up meetings are critical to continued calibration and managing expectations/deliverables throughout the course of the project. Follow-up meetings are an opportunity for the Town and Sequoia to discuss budget projections, to plan logistics, and to re-visit compliance issues as necessary. By establishing a set schedule of check-in meetings, Sequoia creates a consistent framework to manage the project. At the onset of the project, the Sequoia project manager will develop a framework schedule of when meetings will occur and will set relevant agenda items for all to review and weigh-in on prior to actual meeting dates. The Sequoia project manager will attend all progress meetings. The Sequoia program manager will attend the kickoff meeting, and a portion of the follow-up meetings depending on project stage and whether their technical support or input is needed. It is Sequoia's intent to limit the amount of overhead management time on this project in order to keep budget with the field biologists and treatment efforts.

Monthly Work and Project Summary. Each month, Sequoia will provide a one-page summary for each of the 18 expected working months. Summaries will document environmental work completed in the preceding month and the scope of work planned for the next month. Sequoia will work with the Town to determine the best format and delivery of this summary over the course of the project.

Task 1 Deliverables

- Kickoff meeting agenda and detailed memorandum, identifying information needs and a framework for the meeting
- Meeting minutes



- Monthly work summaries

Task 1 Assumptions

- Kickoff meeting and fuel treatment team meetings will be in-person, on-site, and will include site walks.
- All follow-up project progress meetings will be virtual/via phone.

Task 2 – Data Collection and Review

Sequoia will thoroughly review all project environmental documents and previously performed survey findings.

Based on this review, Sequoia's team will develop an outline summary of work. Sequoia will develop a compliance matrix and reference guide for implementation crews based on the compliance documents. The reference guide will be an efficient way for both field biologists and crews to refer to relevant measures, methods and protocols, as well as timing of the requirements, and clear guidance and timing for the crews. Sequoia has already developed such tables for other clients on fuel reduction projects – because these clear templates already exist in our database, adapting them for this project will be efficient and save on cost. Additionally, Sequoia will share all project related resources, buffers and layers with the crew via a mapping tool such as Avenza or Google Earth. By sharing these mapping resources, the implementation contractor will have the same level of detail for real-time resources in the field as the Sequoia staff biologists. Sequoia will develop detailed field instructions for their biologists in general. Field instructions will focus on safety, access-related issues, coordinating correct and up-to-date mapping resources, and other site-specific details. By conducting this analysis and creating this documentation up-front, before implementation begins, Sequoia will set up both field biologists and implementation crews for success. It will also establish a standard of collaboration and communication between the team.

Review Environmental Documents. Sequoia will review and assess all environmental documents pertaining to the proposed open space vegetation management; including the Avoidance and Minimization Measures outlined in the PSA.

Matrix/Table of Minimization and Mitigation Requirements. Sequoia will provide a matrix/table of all minimization and mitigation requirements for the project, split by where they occur in the project time (before, during, after) so that it is very clear to both the Town and contractor when measures are implemented and who the responsible parties are. Sequoia has generated this table before for other clients – re-using the template will save on effort and cost for this project.

Task 2 Deliverables

- Matrix/table of measures, work and studies required for environmental compliance.



- Quick reference guides or guidance documents for biologists and crews. Sequoia will use existing templates for guidance documents which will save time and management cost.

Task 2 Assumptions

- The Town will provide all relevant existing project documents, including GIS shapefile layers, for Sequoia's use and development-of-reference-guide purposes.

Task 3 - Pretreatment Surveys

Sequoia will rely on the existing documentation and mapping performed by others, to perform pretreatment surveys of the work areas. Pretreatment surveys are a critical step in the CalVTP process. They are used to determine whether species-specific mitigation measures are required, and they are performed to document conditions before treatment so that a post-treatment analysis can be conducted. Post-treatment surveys are meant to adequately determine whether any habitat type-conversion has occurred because of the work performed. Since it has been determined that there is suitable habitat for special status species present, and project areas have potential to be affected by a treatment activity, pretreatment surveys will be performed, and if those species are detected and documented, further species-specific mitigation measures will be applied.

Sequoia recognizes that working in remote wild areas requires attention to detail regarding both our own team and members of the larger project team. Prior to beginning any survey efforts, Sequoia field biologists will perform a safety analysis of the work in general. This will guide daily safety discussions, and safety plan elements will be constantly updated as the project progresses (i.e., as new areas are added to the survey, new assessments are made about relevant hazards).

Sequoia biologists will conduct focused pretreatment surveys no more than 14 days prior to the beginning of treatment activities as mitigation measures determine that suitable habitat for special status species is present and has potential to be directly or indirectly affected by a treatment activity. The survey area will be determined by a qualified biologist based on the species and habitats and any recommended buffer distances in agency protocols.

Nesting Bird Surveys. Sequoia's biologists will conduct surveys for nesting avian species in compliance with the CalVTP PEIR if implementation of the project is to occur during the nesting season for birds (February 1 – August 31). A Sequoia biologist will conduct nesting bird surveys no earlier than 7 days prior to the commencement of work activities during the nesting season. The biologist will survey all areas on foot that may provide suitable nesting habitat within 300 feet of the project site for passerines and within 500 feet for nesting raptors, as access allows. The survey will be conducted during the morning hours for peak avian activity and will not take place during periods of excessive or abnormal cold, heat, wind, rain, or other inclement weather that may reduce the likelihood of detection. If nesting birds are discovered during the initial survey, we will establish a suitable "no work" buffer around all active nests. Buffers will remain in place for the duration of the breeding season or until it has been confirmed by a qualified biologist that all



Proposal for Town of Los Gatos - Environmental Monitoring Services for
Vegetation Management Risk Reduction Project (Open Space)

chicks have fledged and are independent of their parents. Results from the nesting bird surveys will be provided as a map layer to implementation contractors to enable them to plan work around buffers in real-time, in the field, using a phone or tablet.

Perform Native American consultation for the project as required. Per our understanding of Standard Project Requirement CUL-2 of the PSA, geographically affiliated Native American tribes on the Native American Heritage Commission (NAHC) list have already been contacted and notified. From our vantage, SPR CUL-8 (Cultural Resource Training) will need to be conducted prior and during initial treatments – we assume the Town has this scope covered by others as well.

However, if these elements were not already previously completed, Sequoia has preemptively enlisted the support of our long-trusted partner Montrose. In addition to working with Sequoia on numerous wildfire mitigation efforts, Montrose has experience in watershed, stream, and open space projects, and many years of experience with vegetation and watershed management to reduce fire risks. On this project, Montrose will serve as the lead on contacting, coordination with, and performing all required Native American consultation during the implementation phase. Montrose' proposed staff are also experts in CEQA/NEPA, environmental laws including the Clean Water Act (CWA) and the Endangered Species Act (ESA), as well as other regulatory requirements and permitting, particularly for complex efforts that include a variety of fuel reduction treatment methods. While AB 52 compliance has been satisfied for projects found to be within the scope of the CalVTP Program EIR with a PSA or project approval with a PSA/Addendum, in accordance with SPR CUL-2, Montrose's cultural resources specialist will obtain the most current Native American Heritage Commission (NAHC) Native Americans Contact list and contact the geographically affiliated Native American tribes. Montrose will prepare the notification letter and request information regarding potential impacts to cultural resources from the proposed project.

Native American consultation will generally consist of the following process, pending which tasks have already been completed or still need to be addressed before implementation begins:

- Reach out to tribes in the Los Gatos project area (if this has not already been performed)
- Inform them of the Town's planned work;
- Respond to questions from Native American tribes;
- Provide guidance and consultant on potential site visitor work observation days;
- Potentially join tribe(s) for a site visit too, if requested by Town; and
- Document this outreach for the general administrative record/project file.

Cultural resources work will be overseen by Janis Offermann, who meets the U.S. Secretary of Interior's professional standards in archaeology. Montrose will work with the Town as needed, to meet all standards for Native American consultation relative to the project study area based on the expected area of disturbance that will be identified as an area of potential effects (APE) for the purposes of compliance with Section 106 of the National Historic Preservation Act (NHPA).



If needed and as required, Montrose will assist the Town to satisfy the requirements of Native American consultation pursuant to AB 52, chaptered as Public Resources Code Section 21080.3.1(b), which is the responsibility of the CEQA lead agency, as needed. Montrose will contact the NAHC on behalf of the Town to determine whether Native American sacred sites are known to be located in or near the project, and for a list of tribes that have a traditional and cultural affiliation with the project area and who may have information about significant Native American resources. Once the list is received from the NAHC, Montrose will draft a letter for review and signature by the Town, and send letters to the identified tribes to notify them about the project and the opportunity to consult under AB 52, along with a request of concerns or knowledge about significant Native American resources within the APE. We will mail the letter to the tribes via certified U.S. mail with a return receipt. Follow-up emails will be to letter recipients about 2 weeks after the initial contact to verify that the letter has been received. The federal lead agency, if applicable, will retain responsibility for Native American consultation pursuant to 36 Code of Federal Regulations (CFR) 800.2(c)(2)(ii).

Bumble bee Surveys. Four bumble bee species are candidates for listing under the California Endangered Species Act (CESA), and therefore require protocol surveys. Sequoia's team includes two of the first biologists to have their Memorandum of Understanding (MOU) from California Department of Fish and Wildlife (CDFW) to conduct these protocol surveys. Bumble bee habitat suitability assessments (HSAs) can be performed concurrently with the pretreatment surveys, and must be performed during the Colony Active Period, which is approximately between April and September.

Pretreatment Surveys. Sequoia will conduct pretreatment surveys of each work location and will identify any relevant mitigation requirements.

Pretreatment Findings and Reports. Sequoia will develop pretreatment report based on survey results. Results will be incorporated into the real time mapping so that crews can see buffers. Sequoia biologists will be flagging specific buffers or resources for avoidance as they are found.

Task 3 Deliverables

- Written summary of field survey observations (Daily Monitoring Report)
- List of mitigation requirements and recommendations for each work location
- Pretreatment survey report detailing the survey efforts and results. The report will include an introduction to the project, survey methods, results, and a discussion of the project.
- Report detailing avian species observed, areas surveyed, details on active nests found, and buffer zones implemented, as applicable
- Nesting Bird Survey results will be valid for seven (7) days.



Task 3 Assumptions

- A full desktop review and mapping resources that was conducted and/or generated by the authors of the PSA will be made available to Sequoia for purposes of orienting the pretreatment, or any, biological resources surveys.
- While protocol level rare plant surveys are required ahead of treatments by the CalVTP, the RFP did not list this as a task, however Sequoia can provide this service for additional costs not included in this proposal effort.
- Any necessary landowner notifications will be provided by Town prior to fieldwork. Sequoia can assist the Town with right-of-entry (ROE) permits and notifications ahead of all field efforts, if requested.
- Safe access will be provided to Sequoia at the time of the survey.
- Notice to proceed will constitute permission for Sequoia to be present on the property to conduct the field survey at a time agreed upon by Town and Sequoia.
- Digital maps will be made available to crews; costs of app to utilize maps on their phones is not included in this scope.
- Town will provide Sequoia with geodata of Project and survey areas as GIS Shapefile or Google Earth .kmz file, including the following layers:
 - Park boundaries with roads and trails
 - Park Habitat types

Task 4 –Environmental Awareness Training

Before work begins, an experienced Sequoia biologist will provide environmental training to all crew members. Environmental awareness training is a critical step in establishing communication between the Town, its fuel reduction crews, and resource specialists. Trainings led by Sequoia staff are open-ended and interactive, and foster a positive relationship among the project team members. Training will include an overview of the ecology and identification of each sensitive species with potential to occur, nesting bird buffer protocols, and all Avoidance Minimization and Mitigation (AMMs) and Best Management Practices (BMPs). If needed, training may also include a demonstration of rare plants, sudden oak death, and noxious weed decontamination protocols. Brief, informal refresher trainings may also be also presented periodically, as needed to remind crews of the various measures in place.



Sequoia will design and distribute program-specific hardhat stickers to crews completing environmental training on the Town’s vegetation management projects. This is a recent example of one of our crew environmental training stickers.



Sequoia will perform additional refresher training at no additional cost during treatment activities, in conjunction with surveys or other on-site responsibilities.

Note that to be cost efficient, Sequoia will budget one (1) standalone environmental training at the beginning of the implementation phase for all contractor crews. Any follow-up training, as either refresher or to train new crew members as they are assigned to the project, will be performed concurrently with pretreatment surveys and/or treatment monitoring. The versatility of our biologists in this regard (e.g., performing the training and then proceeding with monitoring work) is a testament to their multifunctionality and this will benefit the project as a cost savings measure.

Our biologists regularly receive accolades and are acknowledged for their exemplary communication with crews and clients throughout treatment activities.

If requested, Sequoia can provide bilingual staff to perform environmental training in both English and Spanish, as well as bilingual brochures.

Task 4 Deliverables

- Draft training pamphlets for Town review (in both English and Spanish, if requested)
- Final materials for the training session, edited to reflect Town comments
- Hardhat stickers designed and printed for crew use
- Sign in sheet for training session

Task 4 Assumptions

- Delivery of the on-site environmental trainings will be included in the costs for pretreatment surveys or biological monitoring, and the training will be provided to any new crew members, as requested.
- Costs include preparation of environmental training materials, including one round of comments and edits from the Town.
- Costs include 50 printed environmental awareness training pamphlets.
- Refresher trainings for new crew members can be provided to crews while biologists are onsite for pretreatment surveys at no additional cost.
- Cost for stand-alone environmental trainings is provided for project initiation.



Task 5 –Fuel Reduction Compliance Monitoring

Fuel Reduction Compliance Monitoring. Sequoia’s highly qualified and agency-approved biologists and/or botanists will provide on-site observation and monitoring to the level required to comply with the project environmental documents as they pertain to biological resources. Sequoia biologists will monitor fuel reduction work in the field. Depending on park unit and habitat type, monitoring may either be half- or full days. Sequoia has already reviewed the project documents and we understand which areas specifically provide suitable habitat for special status species (e.g., Foothill yellow legged frog) and will therefore require full-time monitoring, versus those work areas that only need spot checks or partial days to survey and protect resources.

Sequoia’s project manager will communicate with the Town and implementation crews on a regular basis to assess project schedule demands and progress over time. They will brief biologists’ on the extent of work, access, safety considerations and monitoring scope on a regular basis to ensure consistency of understanding. Staff biologists will continually check-in with Town and contractors, and will submit daily reporting logs and safety analyses during the course of work. Sequoia will open multiple layers of communication (Slack, email, text) in order to fully cover logistics demands – in our experience, providing several means of communication allows for flexibility among the team, as personal preferences may shift over time. The most important element of monitoring is to establish clear roles and responsibilities both at the onset but also over time (in the form of re-calibration points among the team). By continually checking and re-checking compliance documents, and refreshing the team on the hierarchy of communication, Sequoia will create an efficient and supportive project structure, with very little room for misaligned expectations or lapses in judgment.

Sequoia staff know that open communication and mutual respect are essential to address potential compliance concerns and sensitive species impacts during monitoring or treatment activities. Through cooperation and communication with crews, Sequoia staff encourage crews to remain vigilant to maintain compliance.

When issues arise on site that require prompt communication, such as scheduling changes or compliance issues, these are reported to the appropriate team members immediately. Sequoia’s team has a thorough understanding of the Project, and we will constantly work to improve our planning, surveying, reporting, and general project support to better meet the Town’s needs.

Task 5 Deliverables

- Daily reports of field activities including photographs as appropriate, and observations of regulated species, if applicable

Task 5 Assumptions

- Fencing and signage will be provided and installed by the contractor or the Town. The biologist can assist the onsite team with demarcation of areas where fencing will be required if necessary.



Task 6 – Project Environmental Reporting

Project Environmental Reporting. Sequoia’s experienced biologists excel at documenting project activities. We understand that a post-project implementation report (referred to by CAL FIRE as a Completion report) is required by the PSA under SPR AD-7. The report includes information about the size of treated area (acres), treatment types and activities, dates of work, a list of SPRs and mitigation measures implemented, and relevant explanations about the measures themselves. Sequoia will develop the report at project conclusion with a statement on compliance with the environmental requirements of the project. The report will include any/all results from post-treatment surveys, as well as all GIS data. The report will be delivered in a timely manner, and in the case of compliance concerns, our staff will follow strict communications protocols with Town staff for immediate incident reporting. Sequoia will make use of several layers of senior technical review during the drafting process.

Task 6 Deliverables

- Project summary report

Task 6 Assumptions

- The project summary report will include one round of edits by the Town.

Optional Services

Sequoia can provide the following optional/additional services to the Town at their request, on a time and materials basis. Our team is highly qualified to offer these services as means to supplement and enhance the successful completion of the project.

Contractor Cultural Resources Training. As required by the PEIR, and if not already completed/planned for by others by the Town in general, the Sequoia team (via our partner Montrose) can develop and provide cultural resource training with a focus on potential cultural resources on-site, avoidance measures, best management practices, and pertinent regulatory guidance for treatments.

Assistance with Request for Bids and Contractor Oversight. Sequoia can assist the Town with developing Request(s) for Bid, contracting strategies and efficiencies, reviewing contract specifications and work descriptions/orders, and providing implementation or inspection support on a high-level, as needed. Sequoia performed this service as part of the La Honda Shaded Fuel Project with San Mateo County Resource Conservation District. Sequoia is unique among consulting firms in that its Climate Resiliency & Restoration Program Manager (Will Johnson) has a background in the implementation side of fuel reduction and restoration and has managed projects from both contractor and consultant perspectives. Will oversaw coordination and logistics for contractor crews and heavy equipment operations for more than a decade prior to joining Sequoia. His extensive industry knowledge has proven to be a powerful tool



in soliciting cost-efficient bids, writing specifications, and reviewing potential implementation crews' qualifications.

Invasive Plant Mapping. Sequoia can perform invasive plant mapping as populations are found and provide data to the Town using Cal-IPC guidelines/protocols. By mapping invasive plant populations, Sequoia will supplement Town data to help inform land management decision-making during PSA treatments, or when performing standard Park maintenance and stewardship operations over-time. Invasive plant mapping can be performed at minimal cost during the pretreatment survey effort.

Mapping and Documenting Other Pests. Preventing the spread of plant pathogens (e.g., pitch canker, goldspotted oak borer, etc.) is an important part of the SPR's for the PSA (SPR BIO-6). Aside from sanitizing equipment and providing thorough training, it is critical to better understand where pathogens occur or are likely to occur. Sequoia has botanists specifically trained in identifying plant pathogens and are certified arborists. Sequoia will document or map other pests (e.g., bore beetle) as they occur throughout survey areas. Pests can be critical indicator species for larger-scale ecosystem health and trends. By mapping other types of pests, Sequoia can support future treatment planning efforts, and Town's VMP, and ongoing park and land management responsibilities.

GIS Services. Sequoia's GIS experts can create an internal GIS database and Esri ArcGIS Online website to track fuels treatments in real time for the Town. The GIS service can be utilized across a wide array of platforms and can track all wildfire resiliency work. Coupled with a thoughtful approach to community outreach above, this is an effective tool to connect the public with the work and communicate updates and progress over time. Additional GIS database management, data collection, and cartography services can be provided upon request. As described further in our description of the Tunnel Fuel Break project on page 26, Sequoia provides these service to Moraga-Orinda Fire District. The web tool Sequoia created can be found [at this link](#).

Drone Surveys. Sequoia can offer drone services to assess project progress, document site conditions, and develop aerial imagery for publications and presentations. Sequoia staff are Federal Aviation Administration (FAA) Part 107 Remote Pilot-licensed. Drone assessments will provide digital orthophoto, digital surface model (DSM), digital elevation model (DEM), and point cloud data products. Drone use will be carefully planned in accordance with airspace restrictions, sensitivity to surrounding landowners and agencies' regulations (e.g., East Bay Regional Park District), and Sequoia will hold drone insurance through Verify. Drone footage can be a powerful tool in assessing treatment effectiveness, but also enhancing transparency with the local community about the Town's efforts in fire risk mitigation (see below Public Outreach optional task for more context).

Habitat Monitoring. The Town's responsibilities for managing treated work areas do not end at project conclusion. The changed landscape will need to be continually managed to maintain progress made on fuel reduction objectives. Sequoia's biologists can perform longer-term post-treatment monitoring to record species numbers, assess changes in habitat, and will develop subsequent data analysis if necessary. Biologists will monitor reproductive seasons of wildlife throughout the project timeline. Various levels of

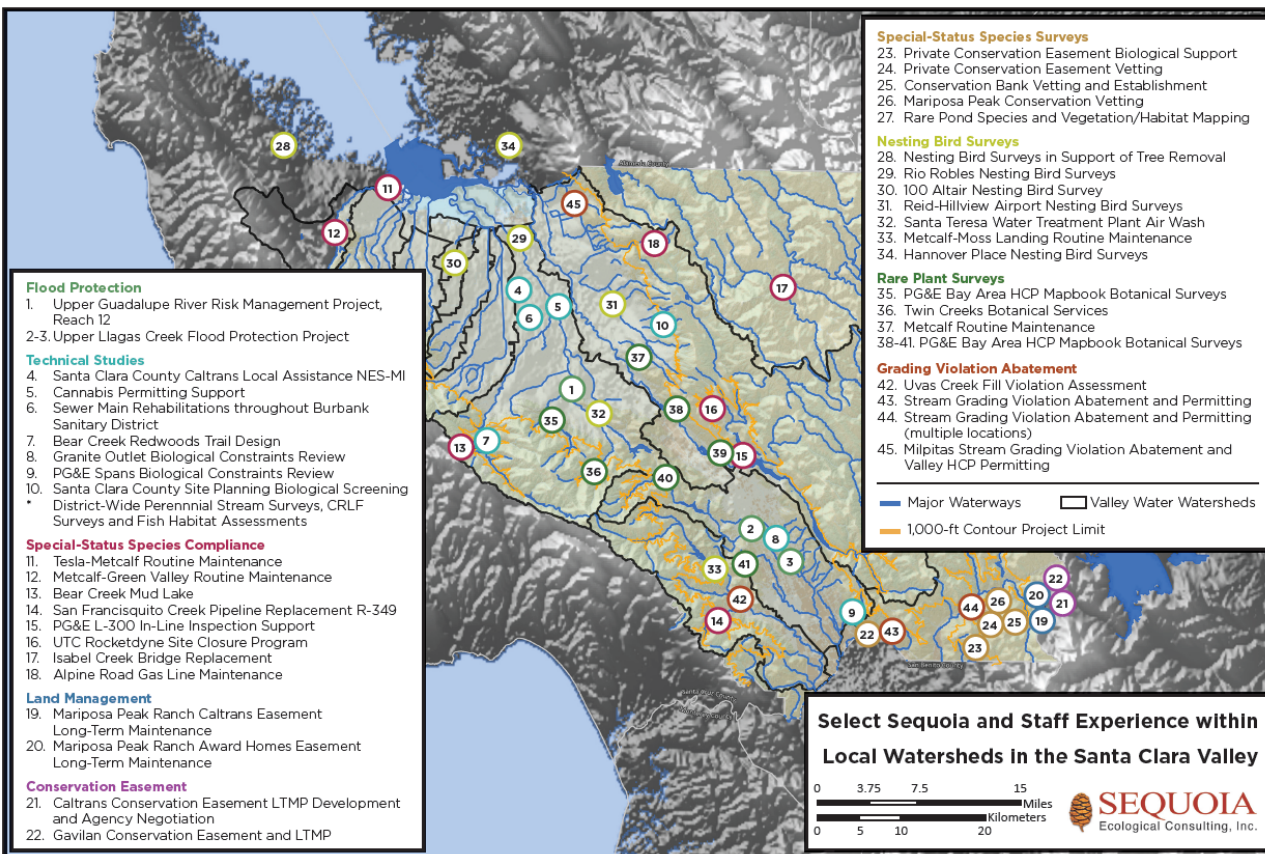


Proposal for Town of Los Gatos - Environmental Monitoring Services for Vegetation Management Risk Reduction Project (Open Space)

technical memoranda and presentations can be developed with data to supplement public outreach efforts.

Public Outreach Support and Public Presentations. Sequoia understands that public perception and buy-in are essential parts of the wildfire risk management process. On past projects, Sequoia has assisted with the preparation and implementation of public outreach support, including stakeholder meetings, presentations, and/or site field trips. Given that work under the VMP will occur on public parks and open spaces with regular pedestrian use and recreational activities, Sequoia could work together with the Town to develop consistent messaging when members of the public inevitably ask about the changing landscape.

Sequoia can assist preparation and implementation of public outreach support, including stakeholder meetings, public meetings, presentations, and/or site field trips. Meetings could present the project information to interested parties and gather feedback and concerns that can be addressed. Other public meetings could include a walk-down with the agencies to ensure they agree with the approach and compliance with the CalVTP. A slideshow could be developed to present the project and the various aspects of CEQA compliance. Sequoia can design and provide project signage (to post for public information purposes) to increase awareness of treatment activities in general.



Shown at Left:

Sequoia has worked extensively throughout Santa Clara County and the greater region. With offices in San Jose and numerous staff within just miles of the project area, Sequoia brings unmatched local expertise.



2024-2028 HOURLY RATE SCHEDULE

ITEM NO. 6.

Environmental Services	2024	2025	2026	2027	2028	Env. Project Mgm't.	2024	2025	2026	2027	2028
Field Technician 1	\$90	\$95	\$99	\$104	\$109	Assistant Project Manager 1	\$165	\$173	\$182	\$191	\$201
Field Technician 2	\$105	\$110	\$116	\$122	\$128	Assistant Project Manager 2	\$170	\$179	\$187	\$197	\$207
Field Technician 3	\$115	\$121	\$127	\$133	\$140	Assistant Project Manager 3	\$175	\$184	\$193	\$203	\$213
Staff Biologist 1	\$120	\$126	\$132	\$139	\$146	Project Manager 1	\$180	\$189	\$198	\$208	\$219
Staff Biologist 2	\$125	\$131	\$138	\$145	\$152	Project Manager 2	\$185	\$194	\$204	\$214	\$225
Staff Biologist 3	\$130	\$137	\$143	\$150	\$158	Project Manager 3	\$190	\$200	\$209	\$220	\$231
Associate Biologist 1	\$135	\$142	\$149	\$156	\$164	Project Manager 4	\$200	\$210	\$221	\$232	\$243
Associate Biologist 2	\$140	\$147	\$154	\$162	\$170	Project Manager 5	\$210	\$221	\$232	\$243	\$255
Associate Biologist 3	\$145	\$152	\$160	\$168	\$176	Project Manager 6	\$220	\$231	\$243	\$255	\$267
Project Biologist 1	\$150	\$158	\$165	\$174	\$182	Senior Project Manager 1	\$230	\$242	\$254	\$266	\$280
Project Biologist 2	\$155	\$163	\$171	\$179	\$188	Senior Project Manager 2	\$240	\$252	\$265	\$278	\$292
Project Biologist 3	\$160	\$168	\$176	\$185	\$194	Senior Project Manager 3	\$250	\$263	\$276	\$289	\$304
Resource Specialist 1	\$165	\$173	\$182	\$191	\$201	Program Manager 1	\$260	\$273	\$287	\$301	\$316
Resource Specialist 2	\$170	\$179	\$187	\$197	\$207	Program Manager 2	\$270	\$284	\$298	\$313	\$328
Resource Specialist 3	\$175	\$184	\$193	\$203	\$213	Program Manager 3	\$280	\$294	\$309	\$324	\$340
Senior (Sr.) Biologist 1	\$180	\$189	\$198	\$208	\$219	Principal 1	\$290	\$305	\$320	\$336	\$352
Sr. Biologist 2	\$185	\$194	\$204	\$214	\$225	Principal 2	\$300	\$315	\$331	\$347	\$365
Sr. Biologist 3	\$190	\$200	\$209	\$220	\$231	Principal 3	\$310	\$326	\$342	\$359	\$377
Sr. Scientist 1	\$200	\$210	\$221	\$232	\$243	Senior Principal 1	\$320	\$336	\$353	\$370	\$389
Sr. Scientist 2	\$210	\$221	\$232	\$243	\$255	Senior Principal 2	\$330	\$347	\$364	\$382	\$401
Sr. Scientist 3	\$220	\$231	\$243	\$255	\$267	Senior Principal 3	\$340	\$357	\$375	\$394	\$413
Sr. Technical Specialist 1	\$230	\$242	\$254	\$266	\$280	Geographic Information Services (GIS)					
Sr. Technical Specialist 2	\$240	\$252	\$265	\$278	\$292	GIS Technician 1	\$135	\$142	\$149	\$156	\$164
Sr. Technical Specialist 3	\$250	\$263	\$276	\$289	\$304	GIS Technician 2	\$145	\$152	\$160	\$168	\$176
Sr. Regulatory Specialist 1	\$260	\$273	\$287	\$301	\$316	GIS Technician 3	\$155	\$163	\$171	\$179	\$188
Sr. Regulatory Specialist 2	\$270	\$284	\$298	\$313	\$328	GIS Analyst 1	\$165	\$173	\$182	\$191	\$201
Sr. Regulatory Specialist 3	\$280	\$294	\$309	\$324	\$340	GIS Analyst 2	\$175	\$184	\$193	\$203	\$213
Botanist/Arborist Services						GIS Analyst 3	\$185	\$194	\$204	\$214	\$225
Botanist/Arborist 1	\$135	\$135	\$142	\$149	\$156	GIS Project Manager 1	\$200	\$210	\$221	\$232	\$243
Botanist/Arborist 2	\$150	\$150	\$158	\$165	\$174	GIS Project Manager 2	\$210	\$221	\$232	\$243	\$255
Botanist/Arborist 3	\$165	\$165	\$173	\$182	\$191	GIS Project Manager 3	\$220	\$231	\$243	\$255	\$267
Sr. Botanist/Arborist 1	\$185	\$185	\$194	\$204	\$214	GIS Specialist 1	\$230	\$242	\$254	\$266	\$280
Sr. Botanist/Arborist 2	\$200	\$200	\$210	\$221	\$232	GIS Specialist 2	\$240	\$252	\$265	\$278	\$292
Sr. Botanist/Arborist 3	\$215	\$215	\$226	\$237	\$249	GIS Specialist 3	\$250	\$263	\$276	\$289	\$304
Administrative Support Services						GIS Program Manager 1	\$260	\$273	\$287	\$301	\$316
Clerical	\$110	\$116	\$121	\$127	\$134	GIS Program Manager 2	\$270	\$284	\$298	\$313	\$328
Project Administrator	\$135	\$142	\$149	\$156	\$164	GIS Program Manager 3	\$280	\$294	\$309	\$324	\$340
Technical Editor I	\$150	\$158	\$165	\$174	\$182						
Technical Editor II	\$160	\$168	\$176	\$185	\$194						
Technical Editor III	\$170	\$179	\$187	\$197	\$207						
Senior Technical Editor	\$195	\$205	\$215	\$226	\$237						



Other Direct Costs

Regular Vehicle (GSA Rate)	\$0.67/mile
Submeter GPS	\$100/day
UTV and Trailer	\$95/day
Fleet Vehicle	\$95/day
iPad	\$10/day
Wildlife Remote Camera	\$20/ day
Acoustic Bat Monitor	\$35/day
Kayak Kit	\$75/day
Survey Flashlight (Streamlight)	\$12.50/day
Aquatic Survey Sampling Kit	\$25/person/day
Drone/sUAS	\$250/day
Wetsuit	\$70/week
Drysuit	\$195/week
YSI ProDSS Water Quality Meter	\$125/day

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment, and other direct expenses are reimbursed at cost plus a 15% administrative handling charge (excluding mileage).
3. Subconsultants will be billed at their indicated rate plus a 15% administrative handling charge; or the Sequoia labor category commensurate with their role.
4. Depending upon location, Per Diem may be charged where overnight stays are required.
5. Weekly or monthly equipment rates at a reduced amount may be available on a contract-specific basis.
6. Expert Witness Testimony, including Depositions, is billed at the time and half.
7. Non-standard invoice processing will be billed at standard hourly rates for support personnel.
8. Sequoia will review our hourly rates annually and may choose to escalate our rate sheet depending on changes to the cost-of living- index and other factors.
9. Hours beyond 8 hours per day are charged at an overtime rate of 1.5 times our standard hourly rates for qualifying personnel. To comply with California Labor Code 512 and California Code of Regulations 11040, if on-site conditions prohibit personnel from taking required breaks, one additional hour of time will be billed per day for qualifying staff covered under the regulations.

Montrose Environmental Solutions
2024 Billing Rates

Staff Labor Rates	
Classification	Hourly Rate
Principal	\$262
Director II	\$240
Director I	\$230
Senior Associate II	\$218
Senior Associate I	\$208
Associate II	\$200
Associate I	\$191
Analyst II	\$180
Analyst I	\$170
Surveyor	\$148
Technician II	\$136
Technician I	\$120
GIS Analyst/CAD Technician	\$153
Technical Editor	\$131
Publication Specialist	\$114
Administrative Assistant	\$114
Direct Expenses <i>(10% markup; includes subconsultants)</i>	
Item	Rate
Mileage	Current 2024 IRS Rate (\$0.655/mile)
Printing (in-house)	
- Black/white prints	\$0.15 per page
- Color prints	\$1.00 per page
- CDs (including label and envelope)	\$1.50 each
Equipment rental	
- GIS mapping	\$30/hour
- GPS unit or Auger	\$100.00/day
Outside vendors; including	At cost plus markup
- Equipment rentals	
- Document production and supplies	

Note: Rates are subject to 3% escalation each year.



Relevant Experience

About Sequoia

Founded in 2011, Sequoia is a Bay Area-based, Woman-owned Small business with local offices in San Jose. We provide environmental consulting services to public agencies and private entities throughout northern California. With a full-time local staff of more than 50 biologists and a history of successfully managing environmental compliance efforts for local agencies' fuel management efforts, Sequoia is positioned to quickly mobilize planners, biologists and species experts, botanists, arborists, foresters, and qualified scientists whose expertise facilitate successful and expedited planning and implementation of critical wildfire mitigation and restoration projects.

Sequoia has been supporting vegetation management efforts since our inception, and as our firm has grown, we built on that foundation as we have worked with city and county agencies, fire districts, landowners, and regulatory agencies to provide consultation, planning and permitting, site assessments, compliance monitoring services, and surveys and habitat assessments for sensitive species. **We understand the unique challenges associated with these efforts and our staff are able to tackle critical project objectives alongside responsible agency staff, firefighters, and contractors.** Working on these types of projects has instilled in us a profound sense of teamwork and purpose, and enabled us to serve as a flexible, seamless extension of our clients' staff.



Sequoia biologists providing training to fire crews in preparation for shaded fuel break treatments.



Project Experience

La Honda Shaded Fuel Break and On-Call Environmental Support | SAN MATEO COUNTY | SAN MATEO RESOURCE CONSERVATION DISTRICT

The Sequoia team (**Sequoia and Montrose**) has been supporting the San Mateo Resource Conservation District (RCD) with planning and implementation of the La Honda Shaded Fuel Break, a 19-mile fuel break surrounding the community of La Honda in unincorporated San Mateo County.

With implementation slated for November 2023 per funding requirements, the RCD engaged Sequoia to help meet project’s CEQA requirements under the CalVTP PEIR. To meet the aggressive schedule and all regulatory requirements for implementation, the Sequoia team designed a CalVTP treatment plan to avoid the need for additional regulatory permitting from other agencies, and to balance environmental protection with the needs of the RCD, the La Honda community, and its stakeholders. Sequoia worked with the RCD to define methodology and phasing of specific treatment prescriptions; and provided detailed recommendations for tree pruning specifications, understory vegetation and shrub treatments, management of cut biomass, timing of treatments, aesthetics, and future maintenance and invasive species considerations.

Sequoia submitted the CalVTP Project-Specific Analysis (PSA) and Addendum for that project, as well as a Biological Resource Report and Cultural Resources Report after preparing and sending project notification letters to NAHC tribes. Upon agency submittal and approval of the PSA, Sequoia will assist with the request for bids and contractor oversight during implementation.

Reference Contact	San Mateo Resource Conservation District Timothy Federal, Program Manager, Forest Health and Fire Resilience Phone: 650.712.7765 x124 Email: timothy@sanmateorcd.org
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East Bay Regional Park District Fuels Reduction Program

| ALAMEDA AND CONTRA COSTA COUNTIES | EBRPD



From 2016-2021, Sequoia assisted the East Bay Regional Park District with system-wide implementation of the Wildfire Hazard Reduction and Resource Management Plan, as well as interpretation of a Biological Opinion, Incidental Take Permit, and Environmental Impact Report for the District’s fuels reduction project. This project extends throughout EBRPD property in Alameda and Contra Costa counties. Sequoia coordinated communication and monthly update meetings with the District, and managed performance of the biomonitoring effort. Sequoia's biologists and technical specialists performed pre-and post-construction surveys, pre-activity surveys, biological monitoring, and long-term monitoring. A large group of Sequoia staff are approved by both the USFWS and CDFW to work with sensitive species on site. Sequoia staff also performed habitat assessments for AWS, identify signs of infection by *Phytophthora cinnamomi*, facilitated decontamination protocols to prevent the spread of *Phytophthora* species, and implemented AMMs during fuels treatment activities.

Approved staff members survey, monitor for, assess habitat quality, and conduct environmental trainings for special status species, including Alameda whipsnake, Pallid manzanita, California red-legged frog, Western pond turtle, San Francisco dusky-footed woodrat, California tiger salamander, and Western leatherwood.

Reference Contact	East Bay Regional Park District Kristen Van Dam, Resource Analyst/Ecologist Phone: 510.544.2324 Email: kvandam@ebparks.org
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Forest Health and Fire Resiliency Project in Huddart & Wunderlich Parks | SAN MATEO COUNTY | SAN MATEO RCD

San Mateo Resource Conservation District (RCD), in collaboration with CAL FIRE and San Mateo County Parks developed high priority fuel reduction treatment projects on county lands in the northern Santa Cruz Mountains for forest health purposes. The collaboration resulted in the development of a forest health fuel reduction project at Huddart and Wunderlich, San Mateo County Parks encompassing 402.1 acres of vegetative treatments and a goal to enhance and restore a forest system challenged by changing climates, a lack of fire, and many homes in close proximity. Project activities primarily included mechanical thinning of vegetation up to 8” in diameter and pest management (Sudden Oak Death), which further improved forest health, fuel reduction, and carbon sequestration goals. These landscape level vegetation treatments have successfully reduced wildfire risk while increasing wildfire management opportunities.

Sequoia was contracted to support the project vegetation treatment prescriptions by conducting special status species and habitat surveys in scheduled work areas. Sequoia biologists conducted nesting bird surveys, assessed trees for bat roosting habitat, and visually searched for wood rat middens. The biologist flagged resources in accordance with RCD flagging conventions, communicated the locations of flagged resources to vegetation treatment crews, and provided the RCD with a daily survey report. Sequoia worked closely with the RCD to provide seamless environmental support aiding in early completion of the project.

Reference Contact	David Cowman, Forest Ecologist San Mateo Resource Conservation District Office: 650.712.7765 x 107 Email: david@sanmatorcd.org
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Various San Mateo County Fuel Breaks and Vegetation Management Support | SAN MATEO COUNTY | CAL FIRE & SAN MATEO COUNTY PARKS

Supporting CAL FIRE’s work on the 70-acre **Kings Mountain Road Emergency Shaded Fuel Break Project**, Sequoia met with CAL FIRE staff and project representatives to plan for project implementation, special protection measures, and potential operational constraints. Treatments included mechanical treatments (masticators) to create a shaded fuel break along with utilization of hand crews with chippers and burn piles. Sequoia provided focused endangered species and botanical surveys to ensure environmental compliance and adherence to CAL FIRE’s fuel reduction (AMMs). We provided environmental training to CAL FIRE crews, and conducted pre-treatment assessments, collecting data on species cover, composition, and presence of invasive species. Sequoia will conduct post-treatment assessments to determine maintenance intervals for the fuel break. As part of the same project, Sequoia supported the San Mateo County Parks Department, performing focused surveys under our on-call contract to determine the presence of rare plants, primarily Kings Mountain manzanita. Sequoia’s botanists surveyed more than 1,900 acres of park land for this project.

Sequoia worked with CAL FIRE in support of the **El Granada-Quarry Park Emergency Shaded Fuel Break Project**. This 170-acre project restored a system of access roads and perimeter fuel breaks within a 500-acre eucalyptus stand near Half Moon Bay. Sequoia assisted with project implementation, special protection measures, and potential operational (biological) constraints. Sequoia’s biologists conducted preliminary surveys and mapping of proposed work areas focusing on the presence of nesting birds, sensitive species and their habitat, existing erosion or signs of other work already completed, and safety hazards; as well as biological monitoring and environmental training.

Reference Contact	CAL FIRE Sarah Collamer, CZU Forester I – VMP Phone: 831.254.1792 Email: Sarah.Collamer@fire.ca.gov
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Countywide Wildfire Prevention/Hazard Mitigation Projects | MARIN COUNTY | MARIN WILDFIRE PREVENTION AUTHORITY

Sequoia is supporting the Marin Wildfire Prevention Authority (MWPA) under a second consecutive contract to permit and implement a large number of fire prevention projects throughout Marin County. Sequoia provides biological services during environmental planning and implementation of the 40+ projects within the work plan. Our biologists conduct literature reviews of biological resources, field assessments, prepare and present environmental trainings, conduct specialized nesting bird and sensitive plant surveys, and provide ongoing specialized expertise to assist the MWPA. We have also assisted in the preparation of Environmentally Sensitive Habitat Area (ESHA) mapping to conform with the Marin County Coastal Zone's Local Coastal Plan, and we prepared a Project-specific Checklist (PSA) in compliance with the CalVTP in support of various MWPA projects.

Sequoia's early involvement during the planning phase allowed us to assist in designing projects to avoid environmental impacts and maximize available funds. Sequoia biologists performed specialized surveys including nesting bird surveys, sensitive plant surveys, and protocol-level northern spotted owl surveys; as well as invasive species mapping.

This programmatic effort spans all of Marin County and addresses potential impacts to many sensitive species and various sensitive plants. Sequoia meets each month with project stakeholders, including members of the public, to assist MWPA in providing transparency to the public and interested parties regarding environmental compliance and avoidance of resource impacts.

Reference Contact	Anne Crealock Planning and Program Manager Marin Wildfire Prevention Authority Tel: (707) 332-0866 Email: acrealock@marinwildfire.org
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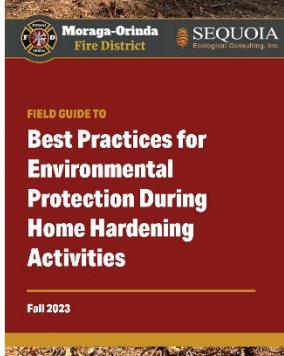
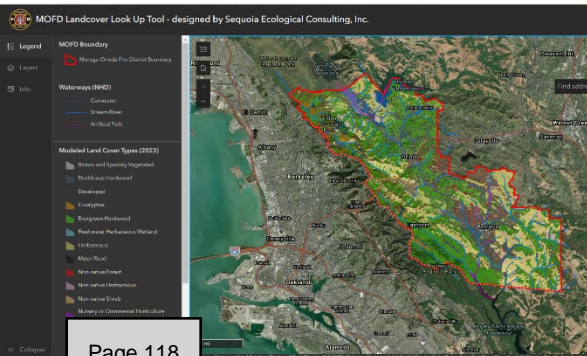
Tunnel East Bay Hills Shaded Fuel Break Project | CONTRA COSTA COUNTY, CA

Sequoia is supporting the Moraga-Orinda Fire District (MOFD) on its CAL FIRE-funded Tunnel East Bay Hills Shaded Fuel Break Project, an 1,110-acre expansion of the 2019 North Orinda Shaded Fuel Break (NOSFB) project. The project is subject to the California State and Federal Endangered Species Act, the Migratory Bird Treaty Act, and other species protections regulated by USFWS, CDFW, and local agencies.

Sequoia worked with MOFD throughout the planning process, preparing a Project-specific Analysis (PSA) checklist and Addendum to secure permitting under the CalVTP, and performing biological and cultural resource assessments, agency coordination, communication with the public, mapping, and contractor coordination. Before work commenced, Sequoia performed detailed preliminary surveys of proposed work areas, and will also conduct post-treatment surveys of treated areas. Surveys focused on the presence of nesting birds, sensitive species and their habitat, existing erosion or signs of other work already completed, and safety hazards. Data collected during these surveys will help MOFD to document permit compliance as well as inform the need for future maintenance work and assess post-treatment fire risk.

Similar to the work Sequoia conducted for the original NOSFB project, our biologists are currently supporting implementation, performing daily monitoring of work and close communication with the crews to ensure that the project is conducted in compliance with project permits. We present environmental training to all crew members, including intensive training on decontamination of equipment, boots, and vehicles to stop the spread of Phytophthora. Treatments monitored have included hand treatment, mastication, controlled burns, pile burning, lop and scatter, chip and haul out, and prescribed herbivory.

Reference Contact Jeff Isaacs, Fire Marshal
Moraga-Orinda Fire District
Tel: (925) 258-4513
Email: jisaacs@mofd.org



Pictured here:

Last month, Sequoia staff were invited to greet members of the public during the City of Orinda's 2nd Annual Wildfire Safety and Preparedness Fair (*shown at top left*). Sequoia shared the Landowner Look Up Tool (*bottom left*) and Best Practices for Home Hardening Guide (*shown at right*) we prepared with the Moraga-Orinda Fire District, and answered questions about environmental protection measures applied on the various shaded fuel breaks managed by the Moraga-Orinda Fire District and Contra Costa County Fire Protection District in the area.



At Sequoia, our team is our greatest asset. Our highly qualified and experienced staff are the backbone of our successful project delivery. Our approach and the diversified experience of the staff we have selected to work on the project will allow for combined efforts and cost savings, to maximize the Town’s allocated funds and efforts.

Our Principal-in-Charge, Debie Montana, will serve as primary contact for the Town for the duration of the proposal and contracting process, while Project Manager Kyle Verblauw will be your point of contact throughout the performance period.



Debie Montana
Principal-in-Charge

Debie Montana will provide project oversight, managerial support, and assurance that Sequoia will provide the dedicated resources required to meet the Town’s needs on this project. Mrs. Montana feels deeply privileged to lead Sequoia in supporting wildfire mitigation efforts, playing a small role in stewarding the land that provides a retreat and a home to our staff and our families, and protecting the habitats and species that inspired her to become a biologist.

Certified in Project Management by the University of California at Davis, Mrs. Montana oversees large-scale fuels treatment projects spanning diverse regions and habitats. She leads Sequoia's efforts including:

- San Mateo RCD La Honda Shaded Fuel Break PSA and Addendum preparation, and implementation support
- San Mateo County Parks Department and CAL FIRE focused species and rare plant surveys for fuel reduction activities covering more than 2,000 acres of park land throughout San Mateo County
- Marin Wildfire Prevention Authority planning and implementation of >40 wildfire mitigation projects

Debie’s background and certifications:

- ✓ 20 years of experience in the environmental industry
- ✓ M.S., Biological Sciences with Concentration in Organismal Biology, Conservation and Ecology, San Jose State University •
- ✓ B.S., Biological Sciences with Concentration in Conservation and Organismal Biology, San Jose State University •
- ✓ Certificate, Project Management, University of California, Davis

- Contra Costa County Fire District’s on-call consultant for planning and implementation of its programmatic fuels efforts, including work under the CalVTP
- On-call contract with the East Bay Regional Park District for biological support on fuel management projects including more than 30 FEMA-funded projects
- Planning and implementation services for more than 3,000 acres of fuel break for the Moraga-Orinda Fire District



Kyle Verblaauw
Project Manager

Kyle Verblaauw is a project manager and biologist specializing in Northern California’s special-status species. With a Master’s degree in Environmental Management from the University of San Francisco, Kyle oversees some of Sequoia’s largest programmatic fuels management implementation compliance efforts, including management and coordination of staff performing protocol-level surveys, pre-construction surveys, rare plant surveys, and biological compliance monitoring.

Kyle has worked extensively with species such as the California tiger salamander, California red-legged frog, and western burrowing owl. He holds a USFWS Recovery Permit and California permits for these species, and has experience with PIT tagging, burrow excavations, and amphibian surveys. His experience with Sequoia includes:

- Biological Project Manager for Marin Wildfire Prevention Authority during planning and implementation of >40 wildfire mitigation projects
- San Mateo County Parks, Edgewood Shaded Fuels Break, Redwood City, CA
- San Mateo County Parks, Quarry Park Shaded Fuels Break, El Granada, CA
- Butano State Park Forest Health Project; Pescadero, CA
- Midpeninsula Regional Open Space District, Bear Creek Redwood Preserve Phase II Trails Project; Los Gatos, CA
- Napa County RCD’s CalVTP Project-Specific Analysis and Addendum for Las Posadas Forest
- Novato Fire Protection District’s Wildfire Resiliency Technical Coordinator

- San Rafael Open Space Defensible Fuel Reduction
- Sonoma County Regional Parks: Hood Mountain Vegetation Management Planning

Kyle’s background and certifications:

- ✓ 10 years of experience in the environmental consulting industry
- ✓ MS, Environmental Management (Ecology), University of San Francisco
- ✓ BA, Environmental Studies (Biology), University of California Santa Barbara
- ✓ UC Education Abroad Program, (Marine Biology and Terrestrial Ecology), University of Queensland, Australia•
- ✓ USFWS 10(a)(1)(A) Recovery Permit #ESPER0045160 for California Tiger Salamander and California Red-legged Frog
- ✓ CDFW Scientific Collecting Permit #S-211500002-21363-001 and MOU for California Tiger Salamander, and California Red-legged Frog



Will Johnson
Program Manager

Will Johnson has 16 years of experience in habitat restoration, mitigation planning, natural resource monitoring, and project management. Over the past decade, he has worked on various projects throughout northern California, serving as a field biologist, site superintendent, manager, crew leader, and equipment operator. Will is adept at managing projects from proposal to closeout, ensuring compliance with standard specifications, plans, and permit requirements.

He has authored site management and long-term maintenance plans, cost proposals, budgets, and technical write-ups. Will has collaborated with and contracted for a diverse range of clients, including county, state, and federal agencies, consulting firms, non-profits, special districts, and private landowners. His work has involved

Will's background and certifications:

- ✓ 16 years of experience in habitat restoration, mitigation planning, inspection and compliance support, natural resource monitoring, and both project and program-level administration and management
- ✓ MS, Biological Sciences, University of Rhode Island
- ✓ BS, Biological Sciences, University of Rhode Island
- ✓ California Contractors State License Board – C-27 Landscape Construction License, 1086577, exp. 2026
- ✓ California Department of Pesticide Regulation – Qualified Applicator License, 162032, exp. 12/2024

numerous special status species in Northern California, and he has conducted rare plant surveys and managed projects involving species like the western burrowing owl and Swainson's hawk.



Kelyn McGuire
Surveys and Monitoring,
Environmental Training

Kelyn McGuire is an enthusiastic biologist with more than 2 years of experience in environmental consulting and biological field work. With exquisite attention to detail and ability to coordinate among all parties, Kelyn serves as Sequoia's field lead for fuels treatment monitoring, surveys, and environmental training for projects with the Contra Costa County Fire Protection District, as well as the Moraga-Orinda Fire District. She is experienced at coordinating and conducting surveys for nesting birds and special status species including California tiger salamander, California red-legged frog, Alameda whipsnake, western pond turtle, and San Francisco dusky-footed woodrat, among many others. Kelyn also assists with rare plant surveys and California spotted owl surveys under the supervision of senior biologists/botanists, and bumble bee surveys with a permitted biologist.

Kelyn's background and certifications:

- ✓ 2+ years of field experience
- ✓ BA Environmental Studies (Anthropology), University of California, Santa Barbara
- ✓ UC Education Abroad Program, (Anthropology) University of Edinburgh, Scotland



Brian Nissen
 Surveys and Monitoring,
 Environmental Training

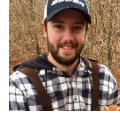
More than 6 years of professional experience working with private industry consulting, federal and state agencies compliance, and volunteer research projects

Brian Nissen is a restoration ecologist and field biologist with over 6 years of experience. He has worked on ecological restoration and biological surveys across the San Francisco Bay Area, focusing on special status species and habitat restoration. Brian is skilled in project design, implementation, invasive plant management, native plant propagation, and irrigation systems.

He holds permits for surveying California tiger salamander and California red-legged frog and has extensive experience with these species on construction projects. Brian has also conducted surveys for other special status species, including nesting birds, raptors, burrowing owls, and rare plants like Santa Cruz robust spineflower. Additionally, he has over 100 hours of passerine banding experience with the San Francisco Bay Bird Observatory.

Brian's background and certifications:

- ✓ 5+ years of field experience
- ✓ BS, Natural Resources, Fisheries and Wildlife Science, Oregon State University
- ✓ 10(a)(1)(A) Recovery Permit (PER0011950), California tiger salamander, California red-legged frog
- ✓ CDFW Scientific Collection Permit (SC-190180001)



Nicolas Anderson
 Surveys and Monitoring,
 Environmental Training, and GIS

Nicolas Anderson has 5 years of experience in wildlife and vegetation surveys, habitat restoration, construction monitoring, forestry management, and geographic information systems (GIS). His surveying skills include point-count, mark-recapture for small mammals and fish, electrofishing, mist netting, spotlighting, dip netting, seining, hoop netting, telemetry, and herpetological surveys for wetland IBI assessments.

Nicolas has conducted threatened and endangered species surveys across the Midwest, Southeast U.S., and California. Species he has worked with include the western pond turtle, California red-legged frog, Indiana bat, Henslow's sparrow, loggerhead sea turtle, northern long-eared bat, and greater prairie-chicken. His vegetation surveys have covered species such as beaked spikerush, slender rush, and western prairie fringed orchid.

Nick's background and certifications:

- ✓ 7+ years of field experience
- ✓ Wildland Firefighter Type II
- ✓ BS in Fisheries, Wildlife, and Conservation biology, University of Minnesota, Twin Cities
- ✓ NPDES Construction Stormwater Inspector



Attachment A - Other Information

Why Choose Sequoia?

✓ Experience with Federally Funded Fuels Management Efforts

Sequoia is deeply familiar with the variety of funding mechanisms for California's fuels management projects. We have worked on dozens of FEMA-funded projects for clients including East Bay Regional Park District, the RCD, and numerous projects through CAL FIRE. We understand the requirements of these projects including invoicing, reporting, and the importance of meeting deadlines and milestones set forth by grants.

✓ Demonstrated Experience with Fire Crews

Sequoia and its staff have coordinated and worked closely with fire crews and agencies including but not limited to:

- CAL FIRE
- Moraga-Orinda Fire District
- Novato Fire District (Full-time staff augmentation)
- Mt. Diablo Fire Safe Council
- California Conservation Corps
- East Bay Regional Park District's Fire Department
- Contra Costa County Fire Protection District

✓ Qualified Biologists with Certifications and Permits to Handle and Survey for Listed Species

Sequoia's staff have all the requisite certifications and permits to provide the range of expertise required to implement the Town's VMP. Our staff includes GIS Specialists, TRAQ Certified Personnel, a Certified Consulting Botanist, Certified Arborist, and numerous individuals with 10(a)1(A) recovery permits and/or Memorandums of Understanding (MOUs) for sensitive species including: Western bumble bee, California tiger salamander, California red-legged frog, San Francisco garter snake, Foothill yellow-legged frog, California Ridgway's rail, Western snowy plover, Vernal pool branchiopods, and other sensitive species.

A table showing our team's certifications and licensing is provided below.



Table. Sequoia Permitted and Certified Staff

<p>Stephen Gergeni</p>	<p>MOU attached to SCP; S-201190005-21059-001, Covers 4 CESA-Candidate Bumble Bee Species, Western bumble bee, Crotch's bumble bee, Franklin's bumble bee and Suckley's Cuckoo bumble bee</p> <p>USFWS 10(a)(1)(A) Recovery Permit #TE-84156D-0, Giant garter snake, California tiger salamander, California red-legged frog</p> <p>CDFW Scientific Collecting Permit #SC-2011900005, Giant garter snake, California tiger salamander, California red-legged frog, Foothill yellow-legged frog, amphibians, reptiles, small mammals, San Francisco dusky-footed woodrat, California giant salamander, Santa Cruz black salamander, Northern red-legged frog, Western spadefoot toad; Northern alligator lizard Northern pond turtle, Southwestern pond turtle, terrestrial and vernal pool inverts</p>
<p>Andrew Ford</p>	<p>MOU attached to SCP; S-201190005-21059-001, Covers 4 CESA-Candidate Bumble Bee Species, Western bumble bee, Crotch's bumble bee, Franklin's bumble bee and Suckley's Cuckoo bumble bee</p> <p>USFWS 10(a)(1)(A) Recovery Permit #TE-66228D-0, California tiger salamander and California red-legged frog</p> <p>Certified Consulting Botanist CCB-0029</p> <p>California Endangered Species Act Plant Voucher Collecting Permit 2081 1(a)-19-101-V</p> <p>ISA Tree Risk Assessment Qualification (ISA TRAQ)</p> <p>ISA Certified Arborist, WE-13284A</p>
<p>Ari Rogers</p>	<p>USFWS 10(a)(1)(A) Recovery Permit #TE 41340D-0, California tiger salamander and California red-legged frog</p> <p>CDFW MOU SC-13818, California tiger salamander (under Woodruff for CTS as an authorized individual)</p> <p>Certified Ecological Restoration Practitioner-in-Training (CERPIT) CERPIT #0678, Society for Ecological Restoration</p> <p>California Endangered Species Act Plant Voucher Collecting Permit 2081 1(a)-18-081-V</p>
<p>Aurelie Hening</p>	<p>Sub-permittee USFWS 10(a)(1)(A) Recovery Permit #TE-34570A-3.2, western snowy plover</p>
<p>Brendan Champlin</p>	<p>ISA Certified Arborist (WE-13739AU)</p>
<p>Brett Hanshew</p>	<p>USFWS 10(a)(1)(A) Recovery Permit #TE-67570A-0, California tiger salamander (Sonoma County-Distinct Population Segment and Santa Barbara County-Distinct Population Segment), California red-legged frog, San Francisco Garter Snake, Vernal pool branchiopods</p> <p>CDFW MOU: SC-009343, California tiger salamander, Foothill yellow-legged frog, and San Francisco Garter Snake</p>
<p>Brian Nissen</p>	<p>10(a)(1)(A) Recovery Permit (PER0011950), California tiger salamander, California red-legged frog</p> <p>CDFW Scientific Collection Permit (SC-190180001)</p>



<p>Jesse Reeb</p>	<p>USFWS 10(a)(1)(A) Recovery Permit #TE-01769B-3, California tiger salamander, San Francisco Garter Snake, Alameda whipsnake, California Ridgway's rail</p> <p>CDFW MOU: SC-010272, California tiger salamander, San Francisco Garter Snake, Alameda whipsnake, California Ridgway's rail</p>
<p>Julie Woodruff</p>	<p>USFWS 10(a)(1)(A) Recovery Permit #TE-71409C-0, California red-legged frog, California tiger salamander, and Sierra Nevada yellow-legged frog</p> <p>CDFW MOU: SC-13782, California tiger salamander, foothill yellow-legged frog, and Sierra Nevada yellow-legged frog</p> <p>USGS Bird Banding Lab Master Bander #24106, Northern saw-whet owl, western screech-owl, and burrowing owl</p>
<p>Kyle Verblaauw</p>	<p>USFWS 10(a)(1)(A) Recovery Permit #ESPER0045160, California tiger salamander, California red-legged frog</p> <p>SCP# S-211500002-21363-001, California tiger salamander, California red-legged frog, Pacific treefrog, American bullfrog, Foothill yellow-legged frog, California newt, Redbellied newt, Rough-skinned newt</p>

✓ **Ability to Respond Quickly to Changes in Schedule**

The nature of these projects lends itself to last-minute schedule changes due to weather, fire risk, and other unpredictable conditions. Sequoia's team of cross-trained local biologists are already approved by the CDFW and USFWS to survey and monitor for the sensitive species found within the Project area. Because our staff are deployed from our offices in San Jose and Walnut Creek, we require minimal mobilization and travel time. This allows us to hit the ground running at project kickoff, and to rapidly mobilize fully qualified staff, accommodating concurrent work and changing project needs. Sequoia will respond to Town requests within 30 minutes, and we can schedule qualified biologists for field surveys and monitoring efforts within 24 hours of requests, or less.

✓ **Full Understanding of PSA Implementation under the CalVTP**

Sequoia has deep experience in both development and implementation of the PSA process. In addition to supporting clients and contractors during the implementation phase, and monitoring fuel reduction in accordance with environmental measures of the CalVTP, Sequoia has also authored several approved PSAs. Because we bring this experience, the Town can be assured that Sequoia understands the process thoroughly and can find ways of streamlining certain parts of the process to better benefit species, cost and timelines. Recent Sequoia PSAs can be found ([here](#) and [here](#)) and Sequoia has contributed to the development of several PSA's under the Marin Wildfire Prevention Authority ([here](#)). As part of past PSA processes, Sequoia has also developed PSA addenda as necessary.



Client Testimonials and Letters of Recommendation

March 3, 2022

I am a recently retired Assistance Fire Chief for East Bay Regional Park District where I was responsible for directing and implementing the District's **Wildland Hazardous Fuels Management Program**. Prior to serving as assistant chief, I was the lead fuel reduction and vegetation management Fire Fuels Captain.

From 2016-2021, I worked with **Sequoia Ecological Consulting, Inc. (Sequoia)** on this program and am very pleased to write this letter to recommend Sequoia's exceptional fuels implementation and compliance services based on my experience working alongside their biologists. Sequoia's work exceeded **\$1M** on this program.

While working with Sequoia and their highly qualified biologists and technical specialists over the past five years, the District was able to comply with the EIR associated with the Wildfire Hazard Reduction and Resource Management Plan with no unauthorized take of sensitive resources or species. This is due to Sequoia's ability to interpret, organize and implement complex, often contradictory Avoidance and Minimization Measures (AMMs) related to Environmental Impact Reports, and regulatory permits from multiple agencies (CDFW, USFWS, USACE, etc.).

Sequoia's staff members are extremely knowledgeable in the various work methods and practices associated with fuels management, and so are able to identify alternate work methods and practices to reduce and avoid impacts, mitigate unavoidable impacts, and work with crews to assess a treatment area and determine the best approach.

Sequoia's communication and integration with the fuels team is key to the ultimate success of each project. They participate in the planning as well as the implementation, and work alongside crews and leaders to ensure projects move forward while also minding the objectives of resource protection and the project's regulatory framework. Sequoia biologists continuously communicate with the crews about their needs and resource avoidance during work.

During the five years that I worked with Sequoia's biologists, I observed their ability to respond to work requests ranging from species-specific technical expertise and surveys, botanical surveys, and regulatory permitting support, to day-to-day project management, scheduling, meeting with agency personnel, and overseeing other contractors on the projects. In summary, Sequoia has been instrumental in supporting the District's fuels management program, and I recommend them to anyone seeking a well-rounded environmental consultant to help achieve project success. I consider them to be professional, respectful, and easy to work with and thoroughly enjoyed working alongside them and sharing the team experience.

Sincerely,

Bradford K. Gallup



East Bay Regional Park District

Kristen Van Dam, Resource Analyst/Ecologist

“Sequoia has provided biological monitoring support for my program for nearly five years. Our program is large and complex, and involves potential impacts to several threatened species. Sequoia is always on top of it. Sequoia’s project managers are sharp, communicative, and thorough. Their biologists are great with the crews, and largely due to their guidance we rarely see compliance issues. They are experts on the species we work with, and leverage their expertise to ensure the least possible risk to them. My project manager provides prompt weekly updates, and monitoring reports arrive complete and clearly organized. Any questions and issues that come up with project compliance are communicated promptly and resolved easily.

One of the most impressive things about Sequoia is that the staff are not there merely to provide a service; staff actively engage in collaborative problem-solving with the client, which has saved my agency money and time. Their staff are highly qualified scientists, but the best kind of scientists – with a keen eye toward communication and customer service. I know that my project manager has my project’s best interests at heart, and I trust them completely. I would recommend Sequoia for any biological compliance project without hesitation.”

Diablo FireSafe Council

Cheryl Miller, Executive Coordinator

“The team at Sequoia Ecological Consulting was critical to effective hazardous fuel reduction for the North Orinda Shaded Fuel Break. By having their biologists evaluate sites before work began we could avoid potential environmental impacts and accelerate the project. Their staff’s expertise continued to guide field crews throughout the work, giving the whole project team confidence that we could adjust the project to meet the best management practices and comply with the myriad of environmental requirements, while reducing the potential of wildfire.”

San Mateo RCD

David Cowman, Forest Ecologist

“I’d like to echo the gratitude for the great communication in addition to the level of flexibility you all have provided throughout the project. These types of projects are tricky to coordinate with all the moving pieces, and I greatly appreciate your willingness to send bios when necessary to fill in when our own staff and County Parks staff weren’t available.”



California State Parks, Bay Area District
Natural Resource Program Environmental Scientist

“Sequoia staff were professional, friendly and flexible, even while working in difficult post-wildfire environments with a variety of challenges. The assessments and survey methodologies paid exceptional attention to detail and the resulting deliverables were top notch.”

City of Suisun City Public Works
Nick Lozano, Associate Engineer/Project Manager

“Because my emails and phone calls are promptly returned, I always feel that I am Sequoia’s only client. Our projects come with their own unique challenges relating to field conditions and permit restrictions, and Sequoia’s knowledgeable staff has always arrived at feasible and cost-effective solutions that were readily approved by the City and the regulatory agencies. Sequoia’s staff are well-versed on regulatory permits, permitting strategy, and how to complete projects in compliance with regulatory requirements.”

Attachment B - Required Forms

ATTACHMENT B - PROPOSAL FORMS

(To be returned with Proposal. Also See Request for Proposal
Section 6 for Additional Required Information)

PROPOSER

Name: Sequoia Ecological Consulting, Inc.

Address: 99 South Almaden Boulevard, Suite 600, San Jose, CA 95113

1st Contact person (Name): Debie Montana

Title: CEO and Principal Biologist Office Tel: 925-855-5500

Direct/Cell: 925-989-7011 Fax: _____

Email: dmontana@sequoiaeco.com

2nd Contact person (Name): Kyle Verblaauw

Title: Project Manager Office Tel: 925-855-5500

Direct/Cell: 201-787-1738 Fax: _____

Email: kverblaauw@sequoiaeco.com

BUSINESS TYPE:

Proposer, if selected, intends to carry on the business as (check one):

- Individual
- Joint Venture
- Partnership
- Corporation

Year incorporated? 2011 In what state? California

When authorized to do business in California? 2011

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received (check and initial):

- ___ 1
- ___ 2
- ___ 3
- ___ 4
- ___ 5
- ___ Other
- ___ No Addendum/Addenda Were Received

ADDITIONAL INFORMATION

Number of years providing the specified service: 11

Names and titles of all officers and directors:

Debie Montana, CEO and Principal Biologist; Bill Montana, Secretary/CFO

Tashi MacMillen, Principal Director - Technical Services; Sarah Blanchfield, Principal Director - Operations in Management; Melissa Krause, Marketing Director

If an individual or partnership, provide the following information:

Formation date of company: N/A - S Corporation

Name and address of all partners, indicating whether they are general or limited partners:

N/A - owned 100% by Debie Montana, CEO - 1342 Creekside Drive, Walnut Creek, CA 94596

List the names, titles, and qualifications of the key personnel who will perform work under this Agreement as well as their roles in relation to the Agreement. Identify the primary biologist to be designated for the Town. Include their certifications, experience, and training.

Principal Biologist - Debie Montana.

All resumes are included in the proposal Appendix.

Indicate whether Proposer has ever failed to complete any Agreement awarded to it. If so, note when, where, and why. Attach additional sheets, if necessary.

Sequoia has never failed to complete any agreement in its history.

Indicate whether Proposer has been or is the subject of a bankruptcy or insolvency proceeding or subject to assignment for the benefit of creditors.

Sequoia has never been the subject of a bankruptcy or insolvency proceeding.

SUBCONTRACTORS

Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned in the performance of the work.

Company Montrose Environmental Group

Location 266 Grand Ave #210, Oakland, CA 94610

Describe work to be contracted Cultural Resources support (if needed)

Company _____

Location _____

Describe work to be contracted: _____

Company _____

Location _____

Describe work to be contracted: _____

REFERENCES

List three (3) references for work of a similar nature to the Services performed within the last five (5) years. References should be from a California municipality, county or a state or federal agency if possible. Preference will be given for references whose work was similar in scope and character to the Project.

Reference 1

Name of Agency:	Moraga-Orinda Fire District
Agency Address:	120 Moraga Way, Moraga, CA 94556
Contact Name and Title:	Jeff Isaacs, Fire Marshal
Contact Telephone:	(925) 258-4513
Contact Email:	jisaacs@mofd.org
Contract Amount:	\$1,316,268.93 to date
Description of Services Provided:	Sequoia has provided environmental compliance support to MOFD on its vegetation management and shaded fuel break projects since 2019. Our role has spanned the full process including providing grant application support and mapping, habitat assessments, project planning, PSA and associated document preparation under the CalVTP, treatment prescriptions, public outreach, and implementation compliance.
Date Services Were Provided:	2019 – Present

Reference 2

Name of Agency:	CAL FIRE
Agency Address:	059 Highway 9, Felton, CA 95018
Contact Name and Title:	Sarah Collamer, CZU Forester I – VMP
Contact Telephone:	(831) 254-1792 (cell)
Contact Email:	Sarah.Collamer@fire.ca.gov
Contract Amount:	\$32,322

Description of Services Provided:	Sequoia provided focused endangered species and botanical surveys to ensure environmental compliance in advance of fuel reduction activities and adherence to CAL FIRE’s Fuel Reduction Avoidance and Minimization Measures (AMMs).
Date Services Were Provided:	July 2019

Reference 3

Name of Agency:	San Mateo Resource Conservation District
Agency Address:	80 Stone Pine Road, Suite 100 Half Moon Bay, CA 94019
Contact Name and Title:	David Cowman, Forest Ecologist
Contact Telephone:	650.712.7765 x 107
Contact Email:	david@sanmateorcd.org
Contract Amount:	\$323,471.79 to date
Description of Services Provided:	Sequoia has supported programmatic vegetation treatment activities for the RCD on an as-needed basis, conducting nesting bird and special-status species surveys, habitat and tree assessments, bat roosting habitat assessments, and visual searches for woodrat middens. We recently submitted a PSA for the La Honda Fuel Break project, which recently started implementation, which Sequoia is monitoring.
Date Services Were Provided:	June 2021 – Present

RESERVATION

It is understood that the Town reserves the right to reject this Proposal, but that this Proposal shall not be withdrawn for a period of 45 days from the date prescribed for its opening.

DISCLOSURE

The undersigned declares that this Proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the Proposal is genuine and not collusive or sham; that the undersigned has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal and has not directly or indirectly colluded or agreed with any Proposer or anyone else to put in a sham Proposal or to refrain from bidding; that the undersigned has not directly or indirectly sought by agreement, communication or conference with anyone to fix his/her Proposal price or the Proposal price of any other Proposer, or to fix any overhead, profit or cost element of such Proposal price or of that of any other Proposer, or to secure any advantage against the Town of

Los Gatos or anyone interested in the proposed Contract; that the only persons or parties interested in this Proposal as principals are those named herein; that all statements contained in this Proposal are true; that the undersigned has not directly or indirectly, submitted his/her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other persons, partnership, corporation, or association except to such person or persons as have a direct financial interest in Proposer's general business; and that the undersigned has not accepted any Proposal from any subcontractor or vendor through any Proposal depository, the Bylaws, Rules or Regulations of which prohibit or prevent the undersigned from considering any Proposal from any subcontractor or vendor, which is not processed through said Proposal depository, or which may prevent any subcontractor or vendor from bidding to any general contractor who does not use the facilities of or accept bids from or through such Proposal depository; and that the undersigned has not paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

WORDS AND PHRASES

Wherever in this Proposal an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the Proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

CERTIFICATION

The undersigned certifies that the Proposal Documents have been thoroughly read and understood and that, except as may be specifically noted and contained in addenda, there are no discrepancies or misunderstandings as to the meaning, purpose or intent of any provision in the Proposal Documents or as to the interpretation of the same. The undersigned hereby incorporates by reference, the same as though set out in full, all provisions of Request for Bids published by the Town and pertaining to the work described in this Proposal.

The names of all persons Interested in the foregoing Proposal as principals are as follows:

Important Notice: If Proposer or other interested person is a corporation, give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual co-partners composing firm; if Proposer or other interested person is an individual, give first and last names in full.

PROPOSER'S SIGNATURE

No Proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a Proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the Proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

(1) If Proposer is *INDIVIDUAL*, sign here:

Proposer's Signature

Proposer's typed name and title

Date: _____

(2) If Proposer is *PARTNERSHIP* or *JOINT VENTURE*, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name
(type or print)

Signature

Name of Member of the Partnership or Joint
Venture (type or print)

Date: _____

Signature

Name of Member of the Partnership or Joint
Venture Name (type or print)

Date: _____

(3) If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

Chief Executive Officer (Title)

and _____
Chief Financial Officer (Title)

of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Sequoia Ecological Consulting, Inc.
Corporation Name (type or print)

Debie Montana
Signature

Debie Montana, CEO and Principal Biologist
Name and Title (type or print)

Date: June 27, 2024

Bill Montana
Signature

Bill Montana, Chief Financial Officer
Name and Title (type or print)

Date: June 27, 2024

Corporation – 2 officer signatures required (one from each group, unless person signing holds officer positions in both Group 1 and 2):

Group 1: Chief Executive Officer, Chairman of the Board, President, or Vice President

Group 2: Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, Assistant Treasurer

CONFLICT OF INTEREST STATEMENT

This form must be printed out, completed, and submitted with the Bid.

The undersigned declares: Not Applicable

I/We _____ (Insert Name) have the following financial, business, or other relationship with Town of Los Gatos that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract or Project.

I/We _____ (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract or Project.

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Proposer covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this Request for Bids. Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFB is an officer or employee of the Town. Through its submittal of a Bid, Proposer acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the Town if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider Proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one Proposal for the same work unless alternate Proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Declaration provided herein.

I, on behalf of the Proposer, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

June 27, 2024 [date], at Walnut Creek [Town], California [state].

Sequoia Ecological Consulting, Inc.

Proposer Name (Person, Firm, Corp.)

Address

1342 Creekside Drive Walnut Creek, CA 94596

Town, State, Zip

CEO and Principal Biologist

Debie Montana

Title of Authorized Representative

Name of Authorized Representative

June 27, 2024

(Date)



(Signed)

BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352
(AS AMENDED)

This form must be printed out, completed, and submitted with the Bid.

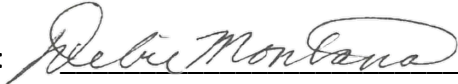
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 \$10,000 and not more than \$100,000 for each such failure.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

June 27, 2024 [date], at Walnut Creek [Town], CA[state]

By: 

Name: Debie Montana

Title: CEO and Principal Biologist

NON-COLLUSION DECLARATION

This form must be printed out, completed, and submitted with the Bid.

The undersigned declares:

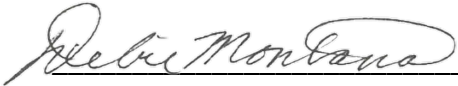
I am the CEO and Principal Biologist [Insert Title] of Sequoia Ecological Consulting, Inc.[Insert name of company, corporation, LLC, partnership or joint venture] the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from responding. All statements contained in the Proposal are true.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

JUne 27, 2024 [date], at Walnut Creek [Town], CA [state]

By: 

Name: Debie Montana

Title: CEO and Principal Biologist

ATTACHMENT D - PROPOSAL PRICE SHEET

The quantities shown on the Proposal forms are approximate only, being given as a basis for the comparison of Proposals, and the Town does not, expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or class or portion of the work as may be deemed necessary or advisable by the Director of Parks & Public Works. This Proposal will be rejected if Proposer fails to provide a Proposal for each item.

The Town reserves the right to make a comparison of Proposals based on any combination of the above alternate Proposal items.


For all services described in the Proposer’s Scope of Services, 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 Proposer to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of Proposal.

Proposed Cost Per Task for All Locations

Task Description	Cost (\$)
Task 1: Meetings and Project Documentation	\$15,585
Task 2: Data Collection and Review	\$2,090
Task 3: Preconstruction Surveys	\$50,540
Task 4: Environmental Awareness Training	\$3,529
Task 5: Field Monitoring of Construction Activities	\$76,240
Task 6: Project Environmental Reporting	\$34,181
TOTAL PROJECT COST	\$181,165

Work will be paid hourly Not to Exceed the values listed above. Proposers must attach a rate sheet to this Proposal Price Sheet.

SIGNATURE

	CEO and Principal Biologist
Signature	Title
Debie Montana	June 27, 2024
Name (printed or typed)	Date
(925) 989-7011	N/A
Telephone	Fax
454136627	19114593
Tax ID Number	Los Gatos Business License Number



Sequoia Ecological Consulting, Inc.

ITEM NO. 6.

Proposal for Town of Los Gatos - Environmental Monitoring Services for
Vegetation Management Risk Reduction Project (Open Space)

Resumes



Debie Montana, M.S., Certified Project Manager

President and Principal Biologist

Debie Montana is a Project Management Professional and the President of Sequoia Ecological Consulting, a small, woman-owned business enterprise. As President she is responsible for the corporate operation and fulfillment of contractual obligations for the firm. Since founding Sequoia in 2011, Mrs. Montana has grown her Company to a full-time staff of 45 qualified biologists, planners, project managers and regulatory specialists providing large-scale wildfire mitigation program support, project management, CEQA/NEPA compliance, CalVTP Support, pre- and post-fire surveys and analysis, and regulatory compliance support at the state and federal levels Certified in Project Management by the University of California at Davis, Mrs. Montana oversees large-scale fuels treatment projects spanning diverse regions and habitats. She serves as Principal-in-Charge on Sequoia's fuels treatment efforts for numerous Moraga-Orinda Fire District efforts, as well as planning and implementation of more than 40 projects for the Marin Wildfire Prevention Authority. She served in the same capacity on projects including the Caldor Fire Restoration efforts with El Dorado RCD, dozens of projects under East Bay Regional Park District's Fuel Management Program, and she also worked closely with the San Mateo County Parks Department and CAL FIRE to provide focused species and rare plant surveys for fuel reduction activities covering more than 2,000 acres of park land.

With more than 20 years of experience in the environmental industry, Mrs. Montana has developed a resume with extensive program management experience within both the private and public sectors. She oversees complex environmental compliance efforts that apply her conservation and organismal biology and fisheries background with her strong an understanding of all aspects of environmental analysis, and her extensive knowledge of environmental permitting through federal, state and local agency processes.

As a wildlife biologist, Mrs. Montana has worked on projects and with technical scientific experts throughout California. Her duties have ranged from authoring biological assessments and Natural Environmental Studies, to performing resource management and mitigation plans, to overseeing large-scale fuels treatment, utility, and development projects spanning regions, a variety of habitats, and numerous permitting agencies. Mrs. Montana's main strength is providing oversight, quality assurance, budget control, schedule adherence, and technical review on large-scale projects. She has built and managed multi-disciplinary teams of technical experts, to successfully complete projects across the state.



ITEM NO. 6.

AREAS OF EXPERTISE

- Program and Project Management
- Fuels Management Strategy, Planning, and Implementation
- CalVTP Implementation
- Stakeholder Engagement
- Technical Team Development and Management

EDUCATION

M.S., Biological Sciences with Concentration in Organismal Biology, Conservation and Ecology, San Jose State University

B.S., Biological Sciences with Concentration in Conservation and Organismal Biology, San Jose State University

Certificate, Project Management, University of California, Davis

SELECT TRAININGS

CEQA/NEPA Workshop
Habitat Conservation Planning and Implementation
Land Use in California



RELEVANT EXPERIENCE

San Mateo Resource Conservation District La Honda Fuel Break Project

San Mateo Resource Conservation District (RCD) is preparing to implement the La Honda Shaded Fuel Break, which constitutes an approximately 19-mile fuel break surrounding the community of La Honda in unincorporated San Mateo County. Sequoia's team is designing a CalVTP treatment plan that will balance the needs of the RCD, the La Honda community, stakeholders, and environmental protection while reducing dense vegetation and ladder fuels to provide safe access for firefighting personnel and potentially slow the spread of lower-intensity fires. Because portions of the project area include land outside of the State Responsibility Area (SRA), Sequoia is preparing a Project Specific Analysis and Addendum to the CalVTP PEIR. Sequoia will support the RCD with implementation of the project by developing contracting strategies and efficiencies, reviewing contract specifications and work descriptions/orders, and providing inspection support.

Sonoma County Regional Parks Hood Mountain Regional Park & Open Space Preserve Vegetation Management Planning for Ecosystem Resilience, Fire Hazard Reduction, and Climate Adaptation

Following heavy impacts to the area by the 2017 Nuns Fire and the 2020 Glass Fire, Sequoia is providing consultant services for vegetation management planning throughout the 950-acre Hood Mountain Regional Park and Open Space Preserve. Sequoia performed a thorough review of existing vegetation management documents and past management activities from the 1990s, and visited the site to complete a current condition assessment. Based on the information gathered, Sequoia is preparing a draft Vegetation Management Report that integrates prior plans and evaluations, and includes GIS mapping to prioritize management recommendations. The Vegetation Management Report will undergo levels of review with stakeholders for input into the final document.

Moraga-Orinda Fire District, Tunnel Hills East Bay Shaded Fuel Break Project

Sequoia provided vegetation mapping services and support for MOFD's grant application, and we are assisting with planning and implementation. Permitted under the CalVTP, this project required a Project-Specific Analysis (PSA) checklist and CalVTP addendum. Sequoia supported MOFD with the PSA process, preparing a full PSA Addendum. We managed biological and cultural resource assessments, SPR implementation, environmental training for crews, environmental compliance monitoring, agency coordination, communication with the public, mapping, and contractor coordination. Protocol-level surveys for sensitive plants and Alameda whipsnake are anticipated, and if needed Sequoia may also provide protocol or reconnaissance-level surveys for other species, wetland delineations, and agency coordination. Sequoia conduct detailed preliminary surveys of proposed work areas before commencement of work, and will also conduct post-treatment surveys of treated areas. The data collected during these surveys will help MOFD to document permit compliance as well as inform the need for future maintenance work and assess post-treatment fire risk.

Moraga-Orinda Fire District, North Orinda Shaded Fuel Break Project

Divided into a total of 55 "treatment units", this 1,900-acre fuel break project employed a variety of specific fuel management techniques including understory clearing, tree pruning, brush clearing, chipping, mowing, and select tree removal. Mrs. Montana participated in a series of meetings with Moraga-Orinda Fire Department, members of the public, and agencies including CAL FIRE, EBMUD, EBRPD, CDFW, and CNPS. Sequoia compiled BMPs to satisfy the requirements of existing habitat conservation plans, incidental take permits, and biological opinions which had already



undergone the CEQA process for projects nearby. Sequoia identified suitable Avoidance and Minimization Measures that would satisfy the existing Habitat Conservation Plan for Fuel Reduction Projects, and the EIR, Biological Opinion and Wildfire Hazard Mitigation Plan. We collaborated with CDFW and USFWS on field methods, crew training, and biological monitoring that would be implemented. Sequoia collaborated closely with fire crews to develop fire prescriptions, and performed permit interpretation and recommendations for communication with USFWS and CDFW. Sequoia also helped determine the appropriate treatment type (hand tools vs mastication) for various work areas based on quality of habitat for AWS, legal restrictions of the site (private vs EBMUD vs EBRPD property) and safety/slope concerns.

Diablo Fire Safe Council/Moraga Orinda Fire Department, Canyon Shaded Fuels Break

The Diablo Fire Safe Council provided the Moraga Orinda Fire Department with a grant to conduct fuels thinning activities in a critical fire break area of Pinehurst Road in Canyon, California. Sequoia was asked to provide biological services in support of the fuels reduction project including nesting bird surveys in advance of fuels treatment activities, and consulting services for environmental compliance.

San Mateo County Parks Fuel Break Projects, Huddart and Wunderlich County Parks

San Mateo County Parks is planning on implementing fuels reduction work spanning over 70 acres of chaparral, redwood forest, and oak woodland habitat starting in 2021. In support of this effort to prepare for forest health treatments and to avoid impacting sensitive plant species and natural communities within the Project area, Sequoia assisted the Parks District by performing three rounds of targeted rare plant surveys in both Huddart and Wunderlich County Parks. Focal species included: Kings Mountain manzanita, western leatherwood, and Michael's rein orchid.

Georgetown Divide Resource Conservation District Georgetown Fuel Reduction Project

Working collaboratively with the Georgetown Divide Resource Conservation District (GDRCD), Sequoia provided environmental planning and compliance services for this project which reduced understory ladder and surface fuels by managing and removing vegetation on and within 200 feet of BLM land in the South Fork American River Watershed. The project minimizes the risk of wildfire damage to forest resources, communities, and infrastructure in the project area. Sequoia's ensured project compliance with the Migratory Bird Treaty Act, Federal Endangered Species Act, and California Endangered Species Act. Our approved biologists were on-site throughout the project to conduct surveys for nesting birds, plants, and other sensitive species and resources. The biologists delineated and flagged no-disturbance buffers wherever the presence of a sensitive/special-status species (e.g., nesting birds, western pond turtle, California red-legged frog, Yuma myotis, Red Hills soaproot) and/or their nests are detected. Sequoia mapped out the project area to keep the contractor aware of the locations of any biologically sensitive resources to protect these resources during project activities.

Caldor Fire Recovery, Forest Restoration Action Plan

The El Dorado County Resource Conservation District (RCD) played a lead role in post-fire recovery effort for area effected by the Caldor Fire. This pilot project was established to create a scalable, efficient, and effective process for future use by future fire recovery efforts. Under the Caldor Fire Recovery Plan, Sequoia has been tasked with providing environmental and cultural compliance to aid in post fire restoration of fire-impacted non-industrial private lands within the Caldor burn area of El Dorado County. Sequoia has worked closely with the El Dorado Resource Conservation District to develop appropriate regulatory pathways for various communities affected by the fire. Through a Categorical Exemption for the Grizzly Flat subdivision, and use of the Cal-VTP PEIR for the remainder of the non-industrial private



lands, Sequoia has provided project design and management, development of the Categorical Exemption and implementation of the Cal-VTP PEIR, and environmental compliance surveys and monitoring of protected resources including (rare plants, aquatic features, California red-legged frog, foothill yellow-legged frog, Sierra Nevada yellow-legged frog, western pond turtle, great gray owl, California spotted owl).

El Dorado Resource Conservation District-Fire Adapted 50 Phase 1B – Wildland Fire Protection Program

The Fire Adapted 50 Phase IB - Wildland Fire Protection Program is Phase B of a series of projects identified by CAL FIRE, the U.S. Forest Service, El Dorado Resource Conservation District, and the Georgetown Divide Resource Conservation District. The project will conduct vegetation treatments on both private and USFS lands designed to interrupt potential wildfire behavior by reducing the rate of spread and intensity of fire. Sequoia is providing environmental consulting services to ensure Project compliance with all Federal, State, and local regulations and project permits; including but not limited CEQA/NEPA compliance (evaluation, surveys, consultations, communications, information exchange, reporting, monitoring, mapping and document management, etc.).

East Bay Regional Park District's Wildlife Hazard Reduction Program and Resource Management Plan

Since 2014, Mrs. Montana has worked with the East Bay Regional Park District (EBRPD) on planning and implementation of their FEMA-funded Wildfire Hazard Reduction and Resource Management Plan. The program extends throughout more than 40 sites on EBRPD property in Alameda and Contra Costa Counties. Sequoia's work includes interpretation of their Biological Opinion, Incidental Take Permit, and Environmental Impact Report. Sequoia worked with the District to create standard operating procedures for programmatic work, submitting annual reports to USFWS and CDFW, and coordinates communication and meetings with the District, manages and supervises field activities, performs focused surveys, conducts environmental training for field and Park personnel, and provides biological monitoring services for implementation of Avoidance and Minimization Measures during fuels treatment activities.

Marin Wildfire Prevention Authority Environmental Compliance Consulting Services for Wildfire Prevention/Hazard Mitigation Projects

The Marin Wildfire Prevention Authority is working to permit a large number of fire prevention projects throughout Marin County. The projects use a wide variety of fuels reduction treatments to achieve their goals, from goat grazing to creating large fuel breaks using mechanical mastication. Sequoia is providing biological services during planning and implementation each of the 40-plus projects within the MWPA work plan. Sequoia's early involvement during the planning phase allows us to assist in designing projects that avoid environmental impacts and maximize available funds. As projects are approved and fully permitted, Sequoia biologists assist with specialized surveys including nesting bird surveys, sensitive plant surveys, invasive species mapping, protocol-level northern spotted owl surveys, and biological monitoring of work, when required.

CAL FIRE's Kings Mountain Road and Quarry Park Fuel Reduction Projects

Mrs. Montana oversaw biological support efforts on CAL FIRE's King's Mountain Road Fuel Break project in San Mateo County Parks Department's Huddart County Park. Sequoia's technical specialists provided focused endangered species and botanical surveys ensure AMM compliance in advance of fuel reduction activities and adherence to CAL FIRE's Fuel Reduction Avoidance and Minimization Measures. Work included pre-treatment assessments were conducted, collecting data regarding species cover, composition, and invasive species present. Post-treatment assessments will be conducted within a year to treatment to determine maintenance intervals for the fuel break.



Sequoia also provided environmental consulting services to the San Mateo Santa Cruz unit of CAL FIRE for the Quarry Park Emergency Shaded Fuel Break Project. Sequoia assisted CAL FIRE with special protection measures and potential operational (biological) constraints. Sequoia's biologists conducted preliminary surveys of proposed work areas focusing on the presence of nesting birds, sensitive species and their habitat, existing erosion or signs of other work already completed, and safety hazards such as wasp nests or access issues.

PG&E's Wildfire Safety Inspection Program Throughout PG&E Territory

Following the 2017 and 2018 wildfires, PG&E's Wildfire Safety Inspection Program (WSIP) has been implemented in addition to routine inspection and maintenance programs, to further reduce wildfire risk. As part of this program, Mrs. Montana is overseeing permit compliance support, technical studies, endangered and sensitive species studies, surveys, and data collection, and project reviews at various sites throughout PG&E's service territory, from Humboldt to Bakersfield.

U.S. Bureau of Reclamation (USBR) Battle Creek Salmon and Steelhead Restoration Project

Sequoia is currently leading the environmental compliance support team for the Bureau of Reclamation's Battle Creek Salmon and Steelhead Restoration Project, which will restore about 48 miles of salmonid habitat. Sequoia is providing technical expertise to the USBR and is supporting fish and wildlife and regulatory issues. Planning and implementation includes extensive terrestrial and aquatic surveys, permit reviews and applications, vegetation plans, fish and other resource management plans, and environmental compliance monitoring and reporting during construction.

Sugarloaf Ridge State Park Post-Wildfire Northern Spotted Owl Surveys

Following the October 2017 wildfires, northern spotted owl surveys were requested at Sugarloaf Ridge State Park to document owl presence within the park during the 2018 field season. Mrs. Montana oversaw performance of surveys satisfying the USFWS 1-year protocol requirement. Sequoia biologists conducted a desktop review of prior northern spotted owl territories and habitat within the park, mapped suitable habitat and placing survey points, and prepared the year-end survey report and submitting it to State Parks.



Kyle Verblauw, MS
Assistant Project Manager | Biologist

Kyle Verblauw is an experienced field biologist with more than 9 years of professional experience. Kyle has extensive monitoring and special-status species experience within California. While completing a Master’s degree in Environmental Management at the University of San Francisco, Kyle has worked as in the consulting industry with experience conducting pre-construction surveys, seine and dip-net surveys, biological and regulatory compliance monitoring, rare plant surveys, non-native vegetation mapping, nesting bird surveys, providing worker environmental awareness training (WEAP), and managing/coordinating projects.

He has experience working on projects with special-status species including the California tiger salamander, California red-legged frog, foothill yellow-legged frog, Alameda whipsnake, salt marsh harvest mouse, western burrowing owl, giant kangaroo rat, Pacific herring, western snowy plover, San Francisco garter snake, San Francisco dusky-footed woodrat, nesting birds, and marine mammals. Special status plant species observed include fountain thistle and Crystal Springs lessingia.

Kyle specializes in California tiger salamander and California red-legged frog work and has experience implanting PIT tags, conducting/overseeing burrow excavations, checking pitfall traps, cover boards, and exclusion fences, and conducting amphibian dip-net surveys. He possesses a USFWS 10(a)1(A) Recovery Permit for California tiger salamander and California red-legged frog, and a California SCP and MOU for California tiger salamander. He has also attended various professional workshops focusing on California red-legged frog, foothill yellow-legged frog, California tiger salamander, western pond turtle, salt marsh harvest mouse, western burrowing owl, western snowy plover, Ridgway’s rail, California least tern, Alameda whipsnake, as well as Pacific herring and salmonids.

RELEVANT EXPERIENCE

Marin Wildfire Prevention Authority (MWPA) – Environmental Services for Wildfire Prevention/Hazard Mitigation Projects; Marin County, CA

April 2022 - Ongoing

The Marin Wildfire Prevention Authority (MWPA) is working to permit a large number of fire prevention projects throughout Marin County. The projects use a wide variety of fuels reduction treatments to achieve their goals, from goat grazing to creating large fuel breaks using mechanical mastication. Sequoia is providing biological services during planning and implementation for each of the

AREAS OF EXPERTISE

- Biological monitoring
- Special-status species surveys
- Amphibian dip net surveys
- Burrow excavations
- Vegetation mapping

EDUCATION

MS, Environmental Management (Ecology), University of San Francisco

BA, Environmental Studies (Biology), University of California Santa Barbara

UC Education Abroad Program, (Marine Biology and Terrestrial Ecology), University of Queensland, Australia

PERMITS/CERTIFICATIONS

USFWS 10(a)(1)(A) Recovery Permit #ESPER0045160 for California Tiger Salamander and California Red-legged Frog

CDFW Scientific Collecting Permit #S-211500002-21363-001 and MOU for California Tiger Salamander, and California Red-legged Frog

MEMBERSHIPS AND PROFESSIONAL ASSOCIATIONS

The Wildlife Society

Golden Gate Audubon Society



40-plus projects within the MWPA work plan. Sequoia's biologists conduct literature reviews of biological resources and field assessments, prepare and present environmental trainings, and provide ongoing specialized expertise to assist the MWPA. Mr. Verblaauw's role includes:

- Project management and coordination, client communications, coordination of biologists for preconstruction surveys, nesting bird surveys, and botanical surveys
- Develop Biological Resources Report and prepare other deliverables for client
- Conducting northern spotted owl survey using call back survey method (1 adult male observed)
- Conducting nesting bird, woodrat, and rare plant surveys ahead of vegetation clearing crews
- Identified nesting great horned owl, Anna's hummingbirds (2), and bushtits (2)

San Mateo County Parks, Edgewood Shaded Fuels Break, Redwood City, CA

May 2022 – August 2022

San Mateo County Parks (SMCP) is conducting fuels reduction activities in Edgewood County Park to provide a defensible space buffer against potential wildfires for nearby homes. As project coordinator for this effort, Mr. Verblaauw's roles included:

- Providing project support and oversight for field biologists
- Quality control and assurance of weekly deliverables
- Communications and coordination with Parks staff
- Conducting surveys for special status species and nesting birds

San Mateo County Parks, Quarry Park Shaded Fuels Break, El Granada, CA

June 2022 - September 2022

San Mateo County Parks (SMCP) is conducting fuels reduction activities and habitat restoration at Quarry Park. The goal of the project is to reduce flammable vegetation onsite, including removal of numerous eucalyptus trees and clearing the understory of dense brush. As the project coordinator for this effort, Mr. Verblaauw's roles included:

- Providing project support and oversight for field biologists
- Quality control and assurance of deliverables
- Communications and coordination with Parks staff
- Conducting pre-activity surveys for San Francisco dusky-footed woodrat, California red-legged frog, and nesting birds, as well as flagging resources and communicating survey results to crews on the ground

US Bureau of Reclamation - B.F. Sisk Dam SOD Modifications - Phase I; Gustine, CA

August 2022 – Ongoing

The B.F. Sisk Dam Safety of Dams Modification Project is a joint venture by the United States Bureau of Reclamation (BOR) and California Department of Water Resources (DWR). Sequoia is contracted by NW Construction and the BOR to provide environmental compliance support during Phase 1 of the B.F. Sisk Dam Safety of Dams Modification Project, which will improve public safety by increasing the height of the dam and adding stability berms and other safety



features to reduce the likelihood of the dam overtopping during an earthquake. Our role involves special-status species monitoring and surveys, burrow excavation, and management of the tule elk herd present onsite. Species known to occur or with potential to occur on the project include tule elk, San Joaquin kit fox, California tiger salamander, California red-legged frog, American badger, burrowing owl, Swainson's hawk, and bald eagle. Mr. Verblaauw's roles include:

- Conduct monthly CRLF visual encounter surveys (day and night) in occupied CRLF habitat within the Project area
- Conducting exclusion fence checks for CTS and CRLF
- Surveying for suitable burrow habitat for SJKF and CTS
- Maintenance on Thule elk camera traps
- Monitoring construction activities

East Bay Regional Park District McCosker Sub-Area Creek Restoration and Recreational Improvements Project; Montclair, CA

August 2020 - Ongoing

The East Bay Regional Park District has been restoring ecological function to two existing culverted creeks in the McCosker sub-area of Sibley Regional Park. Working under a CDFW Incidental Take Permit (No. 2081-2018-070-03), USFWS Biological Opinion (#08ESMF00-2019-F-015), USACE and RWQCB 401/404 permits, and CDFW 1600 Lake and Streambed Alteration Agreement. Mr. Verblaauw's duties include:

- Conducting long-term vegetation monitoring to determine success of restoration plantings
- Conducting biological monitoring work activities for special-status species: nesting birds and raptors, Alameda whipsnake, California red-legged frog, and San Francisco dusky-footed woodrat
- Developing the 2022 annual status report summarizing covered project activities and describing project compliance with permits

Bourdet Ranch Conservation Banking; Santa Clara County, CA

May 2023 - Present

Sequoia Ecological Consulting, Inc. is assisting the Bourdet Family to establish a conservation bank on their 3,354-acre property in Santa Clara County, CA. Sequoia is tasked with all necessary biological surveys to determine absence/presence of listed species within the property, including pond sampling for California tiger salamander and California red-legged frog. Once biological resources are evaluated, Sequoia is conducting a bank feasibility analysis and designing the conservation bank. Sequoia is directly coordinating with the agencies on behalf of the Bourdet family and drafting all required documents for establishing a conservation bank including a draft prospectus, prospectus, and additional documents based on agency evaluation of resources on-site. Mr. Verblaauw supported this project by:

- Performing aquatic surveys for amphibian surveys, including California tiger salamander and California red-legged frog
- Performing eDNA sampling for CTS and CRLF



Upper Llagas Creek Flood Protection Project; Gilroy, San Martin, and Morgan Hill, CA

September 2019 - Ongoing

Under contract with the Santa Clara Valley Water District, several contractors are conducting channel improvements on existing creek reaches and constructing new creek channels to reduce or prevent flooding during major storm events. Sequoia has performed work for the contractor as well as owner to assist in meeting habitat preservation, restoration, and improvement goals as stipulated by the project plan. Kyle's responsibilities include:

- Conducting pre-construction surveys and construction monitoring for nesting birds, and general special-status species under CDFW and USFWS permits.
- Identifying habitats and suitable breeding locations for federally and state special-status species
- Monitoring turbidity, dissolved oxygen, temperature, pH, and erosion within the watercourses
- Special-status species: California red-legged frog, California tiger salamander, western pond turtle

San Mateo County Parks, Sawyer Camp Trail Culvert Replacement Project, San Mateo County, CA

July 2022 - September 2022

San Mateo County Parks (SMCP) is replacing 16 failed or badly degraded culverts along the Sawyer Camp Trail near the Crystal Springs Reservoir. Prior to construction implementation, special-status species surveys are required, including surveys for: nesting birds, San Francisco dusky-footed woodrat, California red-legged frog, San Francisco garter snake, and western leatherwood. Biological monitoring during all ground-disturbing activities is also required. Mr. Verblaauw supported SMCP on this project as Sequoia's project coordinator by:

- Providing project support and oversight for field biologists
- Quality control and assurance of deliverables
- Communications and coordination with Parks staff
- Conducted biological monitoring

East Bay Regional Park District Routine Maintenance Projects; Alameda and Contra Costa Counties, CA

September 2020 – Ongoing

Sequoia Ecological is supporting EBRPD with an on-call contract to conduct pre-activity surveys, water quality monitoring, and biological compliance monitoring for routine maintenance projects under their regulatory permits. Species to be avoided include: Alameda whipsnake, California red-legged frog, California tiger salamander, giant garter snake, Ridgway's rail, California least tern, salt marsh harvest mouse, San Joaquin kit fox, vernal pool branchiopods, snowy plover, pallid manzanita, nesting birds, and San Francisco dusky-footed woodrat. Mr. Verblaauw's duties included:

- Providing environmental awareness training to construction crews
- Conducting nesting bird surveys and preconstruction surveys for special status species
- Biological monitoring during work activities and ensuring project's compliance with regulatory permits



Will Johnson

Climate Resiliency and Restoration Program Manager

Will Johnson has 16 years of experience in habitat restoration, mitigation planning, inspection and compliance support, natural resource monitoring, and both project and program-level administration and management. Mr. Johnson has provided services on a variety of projects throughout northern California for the past 10 years. He has worked as a field biologist, site superintendent, manager, crew leader, and equipment operator. He has extensive experience in reviewing and implementing work from proposal phase to closeout based on standard specifications, plans and permit requirements. Mr. Johnson has authored site management and long-term maintenance plans, cost proposals, budgets, technical write-ups and project approaches. He has both partnered with and contracted for a diverse number of clients including County, State, Federal-level groups as well as consulting firms, non-profit organizations, special districts, and private landowners.

Mr. Johnson has conducted project work in the vicinity of numerous special status species including California Ridgway’s rail, California black rail, salt marsh harvest mouse, San Francisco garter snake, giant garter snake, California red-legged frog, and California tiger salamander. Mr. Johnson has conducted rare plant surveys and managed projects which had the following species: western burrowing owl, Swainson’s hawk, northern goshawk, golden eagle, foothill yellow-legged frog, Alameda whipsnake, western pond turtle, dusky-footed woodrat.

RELEVANT EXPERIENCE

Mount Tamalpais Fuel Reduction (Various Phases); Mill Valley, CA
2020 - 2023

Mr. Johnson supported Marin Municipal Water District (MMWD) in implementing various fire fuel reduction work, including understory mastication, and hand-crew clearing and thinning work. The work fell under MMWD’s Biodiversity, Fire, and Fuels Integrated Plan (BFFIP). Crews worked in and around sensitive watershed areas and habitat. The entirety of the project was located in steep, wildland terrain. Mr. Johnson served as the project manager.

- Developed cost proposal and technical approach to various restoration activities
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants



AREAS OF EXPERTISE

- Restoration
- Construction management & QA/QC
- Invasive Plant Management Planning & Implementation
- Natural Resource Management & Monitoring
- Mitigation Planning
- Compliance Management
- Plant/Wildlife Surveys

EDUCATION

MS, Biological Sciences,
University of Rhode Island

BS, Biological Sciences,
University of Rhode Island

PERMITS/CERTIFICATIONS

California Contractors State License Board – C-27 Landscape Construction License, 1086577, exp. 2026

California Department of Pesticide Regulation – Qualified Applicator License, 162032, exp. 12/2024



Quarry Park Shaded Fuel Break; El Granada, CA

2023

Mr. Johnson supported San Mateo County Parks (SMCP) in implementing fuels reduction, including removing eucalyptus trees and understory vegetation. The work occurred in and around habitat for San Francisco dusky-footed woodrat, California red-legged frog, and nesting birds. Mr. Johnson served as the project manager (contractor).

- Developed cost proposal and technical approach to construction
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

Green Oaks Restoration; Pescadero, CA

2023

San Mateo County Resource Conservation District (SMCRCD) worked in conjunction with California State Parks to implement a riparian and grassland drainage restoration project. The project included site preparation, grading, log placement, spoils management, and revegetation post equipment work. Mr. Johnson was the project manager for construction (contractor).

- Developed cost proposal and technical approach to restoration and maintenance
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

Kitteridge Wetland Restoration; Los Gatos, CA

2023

Mr. Johnson worked to support the restoration of a retention pond drainage feature for San Jose Water Company (SJWC). The creation of wetlands at Lake Kitteridge was designed to provide habitat for California red-legged frogs, western pond turtles, and nesting olive-sided flycatchers. The scope included re-grading and earthmoving of seasonally flooded depressions, channels and general re-contouring, followed by revegetation and re-seeding of stabilized areas. Will oversaw construction activities and worked with the client to develop approaches to work, erosion control and re-seeding efforts. Mr. Johnson was the project manager for construction (contractor).

- Developed cost proposal and technical approach to construction
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

Arroyo de la Laguna Creek Restoration; Pleasanton, CA

2022 – 2023

The City of Pleasanton's Arroyo de la Laguna project included site preparation, invasive plant management, restoration planting and long-term maintenance. Mr. Johnson served as the project manager for construction (contractor) and worked alongside Sequoia (consultant).

- Developed cost proposal and technical approach to restoration

Coordinated with City and consulting biologist



- Performed project management and permit compliance

San Rafael Creek Restoration & Maintenance; San Rafael, CA

2021 - 2023

Sonoma Marin Area Rail Transit’s (SMART) San Rafael Creek project included site preparation, invasive plant management, restoration planting and long-term maintenance. Mr. Johnson served as the project manager for construction (contractor) and worked alongside Sequoia (consultant).

- Developed cost proposal and technical approach to restoration
- Coordinated with SMART and consulting biologist
- Performed project management and permit compliance

McCosker Creek Restoration and Improvements; Orinda, CA

2022 - 2023

East Bay Regional Park District’s (EBRPD) McCosker Creek project included invasive plant management and long-term maintenance of native plants and site infrastructure. Mr. Johnson served as the project manager for maintenance (contractor) and worked alongside Sequoia (consultant).

- Oversaw crew logistics and scheduling
- Coordinated with EBRPD and consulting biologist
- Performed project management and permit compliance
- Special-status species: nesting birds and raptors, Alameda whipsnake, California red-legged frog, and San Francisco dusky-footed woodrat

Bioregional Habitat Restoration; Sunol, CA

2017 - 2023

San Francisco Public Utilities Commission (SFPUC) manages watershed areas throughout Alameda County. The project included several years of invasive plant management in wildland areas. Treatments were targeted to support native plant establishment and achieve SFPUC’s mitigation and management objectives. Work occurred in and around areas with sensitive species. Mr. Johnson served as a project manager.

- Developed cost proposal and technical approach to restoration and maintenance
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

***NASA Ames Research Center Wetland Restoration & Mitigation; Santa Clara, CA*****2018**

As part of mitigation, NASA was required to investigate soils at a site at Moffett Field in Santa Clara County. Mr. Johnson led a construction team that provided native habitat and erosion control services to a consulting firm for the duration of the soil investigation across the several acre site. The project scope included brush and vegetation clearing ahead of drilling/soil sampling; silt/exclusion fence installation, maintenance and removal; harvesting and transplanting wetland and marsh plant species including pickleweed and saltgrass; hydroseeding and hand-broadcast seeding of native lowland, upland and transitional marsh species; hand-watering and non-chemical weed control to facilitate plant establishment.

- Developed cost proposal and technical approach to construction and invasive plant work
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

On-Call Restoration & Maintenance; Various East Bay Regional Park properties, CA**2022 - 2023**

Mr. Johnson supported East Bay Regional Park District (EBRPD) in implementing various stages of restoration and construction work at several different park units/locations. Work included invasive plant management, erosion control, site maintenance, irrigation troubleshooting and repair, and fence building. Mr. Johnson served as the project manager and lead contract point of contact for all on-call task orders.

- Developed cost proposal and technical approach to various restoration activities
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

Tilden Nature Area Restoration; Berkeley, CA**2018-2023**

Mr. Johnson supported East Bay Regional Park District (EBRPD) in restoring pond features, installing native riparian vegetation, constructing trails, fencelines and park amphitheater. Work occurred in and around sensitive creek habitat. Project included 5 years of follow-up maintenance and stewardship of the site. Mr. Johnson served as the project manager (contractor).

- Developed cost proposal and technical approach to construction
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants



Kelyn McGuire
Staff Biologist

Kelyn McGuire is an enthusiastic biologist with more than a year of experience. Kelyn has experience conducting nesting bird surveys and special-status species surveys for California tiger salamander, California red-legged frog, Alameda whipsnake, western pond turtle, San Francisco dusky-footed woodrat. She has assisted in rare plant surveys under the supervision of a senior botanist. Kelyn also has performed California spotted owl surveys under the direction of experienced biologists. She has also assisted with bumble bee surveys under the guidance of a permitted biologist. Kelyn has experience performing pre-construction surveys, daily biological monitoring, and delivering environmental awareness trainings.

RELEVANT EXPERIENCE

Moraga Orinda Fire District, Tunnel East Bay Hills Fuel Break; Orinda, CA
April 2023 – Ongoing

The Moraga-Orinda Fire District is conducting a fuels reduction project along key access roads in the cities of Moraga and Orinda, CA to minimize the impact of wildfires on local communities by developing fuel breaks and keep roads accessible for evacuation and emergency response. Sequoia is providing biological support on the project to ensure environmental compliance with the fuels reduction work. In support of this project, Kelyn’s role has included:

- Conduct pre-construction surveys for special-status species: California tiger salamander, California red-legged frog, western pond turtle, Alameda whipsnake, San Francisco dusky-footed woodrat
 - Perform pre-treatment surveys prior to work being done
 - Environmentally train fuel reduction crews regarding sensitive species in a high-risk work environment
 - Monitor and provide insight to work crews to preserve sensitive species habitat such as core-scrub for Alameda whipsnake and nesting birds
 - Carrying out rare plant surveys under the supervision of Senior Botanists
 - Providing active monitoring during all pile burning done by fire officials
 - Set up trail cameras to track animal activity and behaviors
- Place coverboards outside of the project area to provide refuge

ITEM NO. 6.



AREAS OF EXPERTISE

- Nesting bird surveys
- Biological monitoring
- Pre-construction surveys

EDUCATION

BA Environmental Studies (Anthropology), University of California, Santa Barbara

UC Education Abroad Program, (Anthropology) University of Edinburgh, Scotland

MEMBERSHIPS AND PROFESSIONAL ASSOCIATIONS

The Wildlife Society

Golden Gate Audubon Society



- Special-status species: Western pond turtle, California red-legged frog, California tiger salamander, Alameda whipsnake, San Francisco dusky-footed woodrat, Northern spotted owl

Contra Costa County Fire Protection District (ConFire) - Lafayette/Walnut Creek Shaded Fuel Break, Contra Costa County, CA

May 2023 – Ongoing

This shaded fuel break project extends about 7 miles surrounding the community of Rossmoor and is expected to treat approx. 250 acres through the reduction of dense vegetation and removal of ladder fuels. Sequoia is providing reconnaissance and plant surveys ahead of vegetation removal, then daily monitoring during implementation. Kelyn's responsibilities as lead biologist include:

- Helped project kickoff by conducting environmental training for all working crew members
- Executed pre-treatment surveys of all project areas before commencement of any work
- Organized pre and post treatment
- Managed project coordination and assisted project manager with scheduling, client communication and daily/weekly reporting
- Accompanied Senior Biologist on bumble bee surveys targeting sensitive bumble bee species
- Maintained strong communication between client, crew and Sequoia staff
- Conduct daily pre-construction surveys for special status species ahead of days work
- Recording and mapping rare plant sensitive vegetation communities
- Performed reconnaissance surveys prior to implementation phase
- Special-status species: Alameda whipsnake, California red-legged frog, California tiger salamander, San Francisco dusky-footed woodrat, western pond turtle, Crotch's bumble bee, California newt, sensitive bat species

Marin Wildfire Prevention Authority (MWPA) –Environmental Services for Wildfire Prevention/Hazard Mitigation Projects, Marin County, CA

April 2023 – Ongoing

The Marin Wildfire Prevention Authority (MWPA) is working to permit a large number of fire prevention projects throughout Marin County. The projects use a wide variety of fuels reduction treatments to achieve their goals, from goat grazing to creating large fuel breaks using mechanical mastication. Sequoia is providing biological services during planning and implementation each of the 40-plus projects within the MWPA work plan. Sequoia's biologists conduct literature reviews of biological resources and field assessments, prepare and present environmental trainings, and provide ongoing specialized expertise to assist the MWPA. Kelyn's role included:

- Performing pre-activity surveys for special-status wildlife and plants, as well as nesting birds
- Setting up acoustic monitors to record bird activity
- Analyzing acoustic monitor data and providing concise data collection for the client
- Conducting nesting bird surveys



- Special- status species: Northern spotted owl, California red-legged frog, foothill yellow-legged, Ridgway’s rail, black rail, burrowing owl, Western snowy plover, salt marsh harvest mouse, Western bumblebee, monarch butterfly, anadromous fish, various sensitive bat species

Bourdet Ranch Conservation Banking; Santa Clara County, CA

April 2024

Sequoia Ecological Consulting, Inc. is assisting the Bourdet Family to establish a conservation bank on their 3,354-acre property in Santa Clara County, CA. Sequoia is tasked with all necessary biological surveys to determine absence/presence of listed species within the property, including pond sampling for California tiger salamander and California red-legged frog and special-status bumble bees. Once biological resources are evaluated, Sequoia is conducting a bank feasibility analysis and designing the conservation bank. Sequoia is directly coordinating with the agencies on behalf of the Bourdet family and drafting all required documents for establishing a conservation bank including a draft prospectus, prospectus, and additional documents based on agency evaluation of resources on-site. Kelyn supported this project by:

- Field assistant for protocol level surveys for candidate bumble bee species (Crotch’s bumble bee)
- Safe handling, catch and release of crotch’s bumble bee and other bumble bee species
- Successfully identifying Crotch’s bumble bee and other bumble bee species
- Assisting in data and mapping management

California State Parks, Mt. Diablo State Park Vegetation Treatment, Pretreatment Biological Surveys and Monitoring; Contra Costa County, CA

April 2023 – May 2023

The Mt. Diablo State Park Vegetation Treatment project involves Cal State Parks identifying key areas in the park that are at risk for wildfires. Multiple different vegetation removal companies are subcontracted to reduce fuel debris that can pose a risk incidents of fire outbreaks. Sequoia biologists provide pretreatment surveys to identify rare plants, special status species, and nesting birds to ensure that fuel removal is within environmental compliance. Kelyn’s duties include:

- Providing pre-construction surveys for special status species and nesting birds
- Identifying habitat that can be suitable for special status species such as California red-legged Frog, Western Pond Turtle and Alameda whipsnake
- Providing biological monitoring and reporting

Mariposa Peak Ranch Long-Term Management; Merced and Santa Clara Counties, CA

April – May 2024

Sequoia Ecological Consulting is working to establish a conservation easement for Caltrans and a residential development project on private land near Gilroy in order to offset impacts to California tiger salamander and California red-legged frog. Kelyn’s responsibilities on this project included:

- Assisting permitted biologists with pond sampling surveys for California red-legged frogs and California tiger salamanders



- Aiding in eDNA collection from each pond
- Taking measurements and data collection of California red-legged frog and California tiger salamanders
- Conducting visual encounter surveys for western pond turtle, California red-legged frog, California tiger salamander and bullfrogs
- Perform VES eye-shine surveys for bullfrogs
- Use dip net and seine net for protocol level surveys for special-status species

Anderson Dam Tunnel Water Quality Monitoring; Morgan Hill, CA

October 2023 – Ongoing

This project includes environmental compliance and biological support for heavy civil construction in habitat suitable for several sensitive animal species. Under federal compliance orders, multiple regulatory agency permitting and technical recommendations, and under the Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan, Kelyn is responsible for:

- Performing biological monitoring
- Collecting water-quality data from Multi-Parameter Sondes located at different sites both upstream and downstream from the project location
- Ensuring proper equipment maintenance and calibration to acquire high quality data
- Providing daily monitoring summaries to project managers
- Special-status species: California tiger salamander, California red-legged frog, western pond turtle, steelhead, coyote ceanothus, nesting birds, golden eagle, bald eagle, pallid bat

California State Parks, Northgate Road Emergency Repair Project; Contra Costa County, CA

June 2023 – October 2023

Mount Diablo State Park is conducting emergency repair work for culvert and road failures within the park. As a subconsultant to ECORP, Sequoia is providing biological and compliance support for project implementation, including pre-construction surveys for rare plants and biological monitoring during ground-disturbing activities. Species monitored during this project include Alameda whipsnake, California red-legged frog, California tiger salamander, Peregrine falcon and nesting birds. Kelyn supported this project by:

- Providing biological monitoring and reporting to crews
- Providing environmental training for crews
- Special-status species: California tiger salamander, California red-legged frog, Alameda whipsnake, Peregrine falcon, nesting birds, rare plants.



Nicolas Anderson
Biologist / Assistant Project Manager

Nicolas Anderson has 5 years of experience in wildlife and vegetation surveys, habitat restoration, construction monitoring, forestry management, and geographic information systems (GIS). His surveying experience includes point-count, mark-recapture for small mammals and fish, electrofishing, mist netting, spotlight, dip netting, seining, hoop netting, telemetry, and herpetological surveys for wetland index of biological integrity (IBI) assessments.

Nic’s threatened and endangered (T&E) biological surveys conducted in the Midwest, Southeast U.S., and California include but are not limited to western pond turtle, California red-legged frog, Indiana bat, Henslow’s sparrow, loggerhead sea turtle, northern long-eared bat, greater prairie-chicken, loggerhead shrike, bald eagle, Karner blue butterfly, Dakota skipper, and southern bog lemming. Additionally, his T&E vegetation surveys have included but are not limited to beaked spikerush, slender rush, sterile sedge, western prairie fringed orchid, whorled nutrush, and stream parsnip.

RELEVANT EXPERIENCE

Marin Wildfire Prevention Authority, Environmental Compliance Consulting Services for Wildfire Prevention/ Hazard Mitigation Projects; Marin County, CA
 October 2022 – Ongoing

The Marin Wildfire Prevention Authority (MWPA) is working to permit numerous fire prevention projects throughout Marin County. The projects use a wide variety of fuels reduction treatments to achieve their goals, from goat grazing to creating large fuel breaks using mechanical mastication. Sequoia is providing biological services during the planning and implementation on upwards of 40 projects within the MWPA work plan. Sequoia’s biologists conduct literature reviews of biological resources and field assessments, prepare and present environmental trainings, and provide ongoing specialized expertise to assist the MWPA. Mr. Anderson’s role included:

- Performing GIS services to provide detailed figures for project management and planning - GIS analyses include, but are not limited to, determining total impacts per vegetation community, proximity and impact analyses on T&E wildlife, plants, and critical habitats, impacts to aquatic habitats, summaries of soil characteristics within project



ITEM NO. 6.

AREAS OF EXPERTISE

- Biological surveys
- Habitat restoration
- Construction monitoring
- Forestry management

EDUCATION

BS, Fisheries, Wildlife, and Conservation Biology, University of Minnesota – Twin Cities

PERMITS/CERTIFICATIONS

Wildland Firefighter Type II

 National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Inspector



boundaries and surrounding areas, and depiction of on-the-ground environmental observations

- Managing and updating GIS databases
- Special- status species: Northern spotted owl, California red-legged frog, foothill yellow-legged, Ridgway's rail, black rail, burrowing owl, Western snowy plover, salt marsh harvest mouse, Western bumblebee, monarch butterfly, anadromous fish, various sensitive bat species

Moraga-Orinda Fire District, Tunnel East Bay Hills Fuel Break Project; Orinda, CA

October 2022 – Ongoing

The Moraga-Orinda Fire District (MOFD) is conducting a fuels reduction project within Contra Costa County to create large fuel breaks to reduce impacts from wildfire events. To assist with the implementation of this project, Nic is responsible for:

- Performing GIS services to provide detailed figures for project management and planning. GIS analyses include, but are not limited to, determining total impacts per vegetation community, proximity and impact analyses on T&E wildlife, plants, and critical habitats, impacts to aquatic habitats, summaries of soil characteristics within project boundaries and surrounding areas, and depiction of on-the-ground environmental observations
- Managing and updating GIS databases

San Mateo County Parks, Edgewood Shaded Fuel Break; Redwood City, CA

June 2022

In support of San Mateo County Parks in this fuel break project, Nic was responsible for:

- Performing pre-construction surveys for special-status species and nesting birds
- Conducting biological monitoring during work activities for nesting birds
- Assisting with daily routine data collection and work activity summaries
- Special-status species: California tiger salamander, California red-legged frog, Western pond turtle, Alameda whipsnake, San Francisco dusky-footed woodrat

Anderson Dam Tunnel Water Quality Monitoring; San Jose, CA

April 2023 – Ongoing

This project includes environmental compliance and biological support for heavy civil construction in habitat suitable for several sensitive animal species. Under federal compliance orders, multiple regulatory agency permitting and technical recommendations, and under the Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan, Nic is responsible for:

- Performing pre-construction surveys for biological resources
- Collecting water-quality data from MultiParameter Sondes located at different sites both upstream and downstream from the project location
- Ensuring proper equipment maintenance and calibration to acquire high quality data
- Performing biological monitoring of sensitive habitats and species during construction when required by permits



- Providing daily monitoring summaries to project managers
- Creating master Excel sheets to process collected water quality data for compliance evaluation
- Writing soil sample reuse and monthly project update reports for client
- Special-status species: California tiger salamander, California red-legged frog, Western pond turtle, DPS steelhead, coyote ceanothus, nesting birds, golden eagle, bald eagle, pallid bat

San Mateo County Parks Department, Sawyer Camp Trail Culvert Replacement; Burlingame, CA

August 2022 – Ongoing

Supporting San Mateo County Parks for this culvert replacement project, Nic is responsible for:

- Conducting pre-construction surveys for special-status species and nesting birds
- Monitoring construction activities to ensure minimal impacts to special-status species and their habitats
- Inspecting finalized work sites to ensure proper escape pathways for wildlife trapped in trenched areas
- Conducting biological monitoring during work activities for nesting birds and special-status species
- Completing daily routine data collection and work activity summaries
- Special-status species: western pond turtle, San Francisco dusky-footed woodrat, California red-legged frog, San Francisco garter snake

Valley Water, Cross Valley Pipeline Extension Project Fish Rescue; Coyote, CA

August 2022

In support of this pipeline extension project, Nic was responsible for:

- Performing electrofishing surveys within the project area to minimize construction activity impacts on fish populations
- Identifying native fish species for relocation and invasive species for inventory
- Assisting with daily monitoring reports and data collection
- Special-status species: San Francisco dusky-footed woodrat, American badger, California red-legged frog, California tiger salamander, Western pond turtle, roosting bats

City of San Jose, Storm Drain System Improvements; San Jose, CA

July 2022

Contributing to improvements in this storm drain project, Nic was responsible for:

- Conducting worker environmental awareness program (WEAP) training for incoming contractors to identify special-status species (specifically Western burrowing owls) within the prospective project area



Valley Water, Upper Llagas Creek Flood Protection Project Phase 2A; Morgan Hill, CA

June 2022

Under contract with the Santa Clara Valley Water District, several contractors are conducting channel improvements on existing creek reaches and constructing new creek channels to reduce or prevent flooding during major storm events. Sequoia has performed work for the contractor as well as owner to assist in meeting habitat preservation, restoration, and improvement goals as stipulated by the project plan. Nic's responsibilities include:

- Conducting pre-construction surveys and construction monitoring for nesting birds, and general special-status species under CDFW and USFWS permits
- Identifying habitats and suitable breeding locations for federally and state special-status species
- Monitoring turbidity, dissolved oxygen, temperature, pH, and erosion within the watercourses
- Special-status species: California red-legged frog, California tiger salamander, Western pond turtle

TRAININGS/CERTIFICATIONS

Storm Water Best Management Practices, Sequoia Ecological Consulting, 2022

Nesting Bird Ecology and Survey Practices, Sequoia Ecological Consulting, 2022

Identification of Hydraulic Features, Sequoia Ecological Consulting, 2022

Alameda Whipsnake Ecology and Identification, Sequoia Ecological Consulting, 2022

Construction Stormwater Inspector, National Pollutant Discharge Elimination System, 2020

Rosgen Level 1 Principles of Fluvial Geomorphology, 5 Smooth Stones, LLC, 2019

RiverMorph, 5 Smooth Stones, LLC, 2019

AutoCAD Civil 3D for Stream Restoration, 5 Smooth Stones, LLC, 2019

Culvert Design for Stream Connectivity and Aquatic Organism Passage, University of Minnesota – Twin Cities, 2019

S-130 Firefighter Training, S-190 Introduction to Wildland Fire Behavior, L-180 Human Factors in the Wildland Fire Service, and IS-100 Introduction to Incident Command System, Wildland Firefighter Type II (FFT2), National Wildfire Coordinating Group, 2018



Brian Nissen

Project Biologist

Brian Nissen is a restoration ecologist and field biologist with more than 6 years of professional experience working with private industry consulting, federal and state agencies compliance, and volunteer research projects. Brian has experience providing permit oversight as well leading numerous ecological restoration projects biological surveys across the greater San Francisco Bay Area including special status species mitigation, riparian, oak woodland and savannah, and grassland habitats restoration.

Skilled background in restoration ecology, land management, and rangeland management/ecology. Areas of knowledge and expertise include restoration project design, implementation, and upkeep, invasive plant management, native plant propagation and establishment, grazing and mow regime management and establishment, and irrigation systems.

Mr. Nissen holds 10(a)(1)(A) permits for conducting presence/absence surveys for both California tiger salamander and California red-legged frog in Marin, Sonoma, Lake, Napa, Solano, Contra Costa, Alameda, Santa Clara and San Mateo counties. Additionally, Brian has extensive experience conducting biological monitoring for these two species on construction projects across the greater Bay Area.

In addition to working with the California tiger salamander and California red-legged frog Mr. Nissen has experience conducting surveys and working with other special-status species including: nesting birds and raptors, burrowing owl, Swainson’s hawk, western pond turtle, San Francisco dusky-footed woodrat, fairy shrimp, giant garter snake, Alameda whipsnake, and San Joaquin kit fox. Experience with rare plants includes Santa Cruz robust spineflower, Congdons tarplant, San Joaquin spearscale, and Santa Clara dudleya.

Mr. Nissen has 100+ hours of passerine banding experience using mist nets at the Coyote Creek Field Station with San Francisco Bay Bird Observatory (SFBBO).

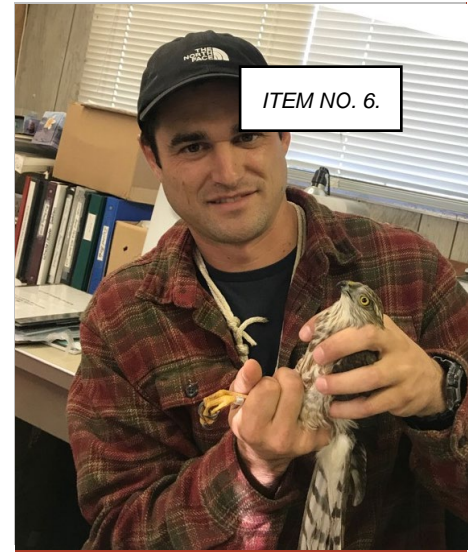
RELEVANT EXPERIENCE

Santa Clara Valley Water District, Anderson Dam Tunnel Project; Morgan Hill, CA

February 2024 - Present

Sequoia is providing biological support for the Anderson Dam Tunnel Project. Sequoia’s biologists are supporting environmental compliance for heavy civil construction in habitat suitable for California red-legged frog, California tiger salamander, western pond turtle, steelhead salmon Central California Coast Distinct Population Segment, coyote ceanothus, nesting birds, pallid bat, and bald

is project is being conducted under Federal Energy Regulatory



AREAS OF EXPERTISE

- Field identification of California flora and fauna
- Ecological restoration project oversight
- Land management
- Regulatory permitting

EDUCATION

BS, Natural Resources, Fisheries and Wildlife Science, Oregon State University

PERMITS/CERTIFICATIONS

10(a)(1)(A) Recovery Permit (PER0011950), California tiger salamander, California red-legged frog

CDFW Scientific Collection Permit (SC-190180001)



Commission emergency compliance orders with technical recommendations from the US Fish and Wildlife Service (USFWS) and National Marine Fisheries Service, and permitting through the US Army Corps of Engineers, State Water Resources Control Board, California Department of Fish and Wildlife (CDFW), and Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan. Brian's roles include:

- Ensuring water quality permit measures were met using data collected while checking water quality monitoring sondes and equipment
- Conducting soil sampling ensuring soil quality parameters are recorded and met
- Conducting nesting bird surveys ensuring the project is within compliance with the Migratory Bird Treaty Act and other environmental and legal constraints.

County of San Mateo, Half Moon Bay Landfill Stormwater Mgmt Emergency Repair; Half Moon Bay, CA
February 2024 – March 2024

The stormwater drainpipe failure occurred on a coastal bluff next to the closed Half Moon Bay Landfill. An ephemeral, unnamed drainage flows through the drainpipe. The drainage was conveying water during a site visit on January 25, 2024. Rerouting the runoff may be anticipated; however, this is dependent on timing of the start of repair work. The failed drainpipe is currently not functioning, and the revetment is at risk of further collapse. The repairs are intended to address stormwater discharge and limit erosion caused by stormwater runoff as a result of the damage caused by previous excessive stormwater discharge. Work will be conducted in accordance with BMPs detailed in the County of San Mateo Routine Maintenance Program Manual. A biologist will be onsite to actively monitor all work. Project activities are anticipated to begin in February 2024. The full duration of the project is expected to be approximately 3 weeks. As a staff biologist on this effort, Brian's roles include:

- Provide biological monitoring for nesting birds and special status species

Fairview Residential Development; Hollister, CA
February 2020 – May 2022

Residential housing development located in Hollister, California. Performed preconstruction surveys and daily biological monitoring of construction activities to ensure protection of wildlife species. Administered environmental training to crew members and interfaced with construction crews on environmental issues. As a biological monitor Brian's duties included:

- Performing pre-construction surveys for nesting birds and other biological resources
- Performing burrow excavations of potential CTS burrows prior to ground disturbance activities
- Performing biological monitoring of sensitive habitats and species during construction when required by permits
- Performing biological monitoring of permit conditions such as exclusionary fence and escape ramp installation.

West of Fairview Residential Development; Hollister, CA
March 2022 – May 2022

Residential housing development located in Hollister, California. Performed preconstruction surveys and daily biological monitoring of construction and restoration activities to ensure protection of wildlife species and permit condition



compliance. Administered environmental training to crew members and interfaced with construction crews on environmental issues. As a biological monitor Brian's duties included:

- Performing pre-construction surveys for nesting birds and other biological resources
- Performing burrow excavations of potential CTS burrows prior to ground disturbance activities
- Performing biological monitoring of sensitive habitats and species during construction when required by permits
- Performing biological monitoring of permit conditions such as exclusionary fence and escape ramp installation.

Communication Hill Residential Development; San Jose, CA

June 2021

Large scale mix-use residential development. Site was formerly home to one of the largest populations of Santa Clara Valley dudleya (*Dudleya setchellii*), which is a low growing perennial succulent with pale yellow flowers that grows in rocky outcrops in serpentine grasslands. Santa Clara dudleya is found only in the Coyote Valley area of Santa Clara County, California, from San Jose south about 25 miles to Gilroy. As a biologist on this project Brian's duties included:

- Conducting rare plant surveys for Santa Clara Valley dudleya

Contra Costa Water District – Rock Slough Fish Screen Vegetation Management; Oakley, CA

June 2019 and June 2020

Aquatic vegetation management at the Contra Costa Water District Rock Slough Fish Screen. Biological monitors provided salvage and documentation for aquatic biological resources during annual aquatic vegetation removal at the Rock Slough Fish Screen facility. As a biological monitor Brian's duties included:

- Performing biological monitoring of sensitive habitats and species during maintenance activities
- Performing pre-construction surveys for nesting birds and other biological resources

species, native plant cover, and restoration plant survivorship. As the land manager of the property and staff biologist Mr. Nissen's duties included:

- Assisting and leading annual CTS and CRLF surveys
- Assisting and leading annual plant survivorship counts
- Annual long term resource management and monitoring, including invasive plant management, restoration planting management, pond maintenance, grazing management, and erosion prevention and mitigation



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2024

ITEM NO: 7

ITEM NO. 7.

DATE: October 7, 2024
TO: Mayor and Town Council
FROM: Katy Nomura, Interim Town Manager
SUBJECT: Authorize an Expenditure Budget Adjustment in the Amount of \$59,621 in Fiscal Year 2024/2025 from the Available General Fund Capital/Special Project Reserve to Recognize the Silicon Valley Animal Control Authority (SVACA) Joint Powers Authority Agreement One-Time Participating Agency Capital Costs

RECOMMENDATION:

Authorize an expenditure budget adjustment in the amount of \$59,621 in Fiscal Year 2024/2025 from the available General Fund Capital/Special Project Reserve to recognize the Silicon Valley Animal Control Authority (SVACA) Joint Powers Authority Agreement one-time participating agency capital costs.

BACKGROUND:

On June 4, 2024, Town Council unanimously voted to execute an agreement for animal services with the Silicon Valley Animal Control Authority (SVACA) and to become a participating member agency of the SVACA Joint Powers Authority Board (JPA). As a participating member agency of the SVACA JPA, each participating agency is required to contribute one-time capital costs during their first year to offset any additional capital or equipment costs for the JPA. As defined in the executed SVACA JPA agreement, the Town of Los Gatos would incur a one-time cost of \$100,000 during FY 2024/25 to cover the expenses of a new rescue vehicle. In addition, the Town of Los Gatos would incur annual services cost in the amount of \$239,471 for FY 2024/25.

DISCUSSION:

On September 6, 2024, the SVACA JPA agreement was fully executed by all participating agencies to include the Town of Los Gatos as a participating agency. Staff advised the Town Council that any necessary budget adjustments for one-time costs included in the fully executed SVACA JPA agreement would be brought forward for future Town Council approval.

PREPARED BY: Clinton Tada
Support Services Captain

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

PAGE 2 OF 2

SUBJECT: Authorize an Expenditure Budget Adjustment in the Amount of \$59,621 in Fiscal Year 2024/2025 to Recognize the Silicon Valley Animal Control Authority (SVACA) Joint Powers Authority Agreement One-Time Participating Agency Capital Costs

DATE: September 4, 2024

The FY 2024/25 Operating Expenditures in Program 1201 (Non-Departmental) Account 63114 has a budgeted expenditure amount of \$279,850 for animal services. SVACA annual operating services costs are \$239,471, approximately \$40,379 savings in the amount budgeted. In addition, a one-time new member contribution cost of \$100,000 for the Town of Los Gatos will be paid to SVACA during FY 2024/2025. Staff recommends paying the \$100,000 one-time costs using the savings (\$40,379) in Program 1201 Account 63114 in addition to a transfer of \$59,621 from the available General Fund Capital/Special Project Reserve to Program 1201 Account 63114 to pay the remaining balance.

FISCAL IMPACT:

SVACA JPA Agreement requires full payment of \$100,000 one-time capital/equipment costs by the Town of Los Gatos. An expenditure budget adjustment in the amount of \$59,621 from available Capital/Special Projects Reserve will be necessary to make payment in full for FY 2024/25 to SVACA in accordance with the JPA Agreement terms.

Animal Services – Non-Departmental Program 1201 Account 63114	FY 24/25 Budgeted	FY 24/25 Actual	FY 24/25 Adjustment
FY 24/25 Animal Services Operating Costs	\$279,850	\$239,471	+\$40,379
FY 24/25 One-Time Capital Costs**		\$100,000	-\$100,000
FY 24/25 TOTAL Animal Services Costs	\$279,850	\$339,471	-\$59,621

**One-Time Capital/Equipment costs for new SVACA JPA participating agency to off-set the costs of a new SVACA Rescue Response Vehicle to be paid in FY 24/25.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. SVACA Joint Exercise of Powers Authority Agreement – Revised Animal Services Agreement

**REVISED THIRD RESTATED AND AMENDED
JOINT EXERCISE OF POWERS AGREEMENT FOR
THE SILICON VALLEY ANIMAL CONTROL AUTHORITY**

THIS AGREEMENT is made and entered into as of the Effective Date (set forth in Section 2.3) by and among the Member Agencies (defined in Section 1.12 below) signatory hereto, each of which is a public entity duly organized and existing under the Constitution and other laws of the State of California.

WHEREAS, on March 22, 2012, the original member agencies consisting of the Cities of Santa Clara, Campbell, and Monte Sereno approved a Revised Second Restated and Amended Joint Exercise of Powers Agreement for the Silicon Valley Animal Control Authority (“Second Restated Agreement”) to add the City of Mountain View as a Member Agency; and

WHEREAS, the Member Agencies now desire to amend the Second Restated Agreement to add the Town of Los Gatos as a Member Agency;

WHEREAS, Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing at Section 6500) authorizes the Member Agencies to enter into an agreement for the joint exercise of any power common to them and, by that agreement, create an entity that is separate from each of the Member Agencies; and

WHEREAS, each of the Member Agencies possess the power to provide for the Animal Control Services (defined in Section 1.3), including animal field services, animal shelter services, and dead animal services within their respective Jurisdictional Area (defined in Section 1.4 herein below); and

WHEREAS, the Member Agencies possess the authority to issue bonds, expend bond proceeds, and borrow and loan money for certain public purposes pursuant to the Government Code of the State of California; and

WHEREAS, this Agreement is an appropriate means through which the Member Agencies may provide the Animal Control Services because the Jurisdictional Areas of the Member Agencies are in close proximity to one another and are susceptible of being served by the Animal Control Services and related Joint Facilities (defined in Section 1.10) under common administration and management and with the same equipment, resources and personnel; and

WHEREAS, the Member Agencies desire to share their animal control expertise and to optimize their expenditures in connection with the provision of the Animal Control Services and related Joint Facilities; and

WHEREAS, the separate provision, management and administration of the Animal Control Services and related Joint Facilities in each Jurisdictional Area by each of the respective Member Agencies and using separate facilities, resources and personnel may result in duplication of effort, inefficiencies in administration and excessive costs, all of which, in the judgment of the Member Agencies, can be eliminated or substantially reduced, all to the substantial advantage and benefit of the citizens and taxpayers of all of the Member Agencies, if the provision of the Animal Control Services and the administration and management of the related Joint Facilities employing common equipment, resources

and personnel, were to be performed by and through a single public entity and the creation of such a single public entity is the purpose of this Agreement;

NOW, THEREFORE, for and in consideration of the facts stated above, the mutual advantages to be derived, and the mutual covenants contained herein, it is agreed by and among the Member Agencies hereto as follows:

ARTICLE I DEFINITIONS

Section 1. Unless the context otherwise requires, the words and terms defined in this Article shall have the meanings specified.

Section 1.1. Act. "Act" means Article 1, Article 2, Article 3, and Article 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code, as it may be amended from time to time.

Section 1.2. Agreement. "Agreement" means this joint exercise of powers agreement as it now exists or as it may from time to time be amended, supplemented or as it may be modified by the addition of signatory parties or by any other supplemental agreement or amendment entered into pursuant to the provisions of this Agreement.

Section 1.3. Animal Control Services. "Animal Control Services" means those services enumerated on "Exhibit A," entitled "Animal Control Services," attached hereto and incorporated herein by this reference.

Section 1.4. Area. "Area" and "Jurisdictional Area" mean that area within the respective jurisdictions of the Member Agencies.

Section 1.5. Authority. "Authority" means the Silicon Valley Animal Control Authority created pursuant to this Agreement.

Section 1.6. Board of Directors. "Board of Directors" means the governing board of the Authority referred to in Section 1.5 and more particularly described in Section 2.5 herein below. "Director" means an individual member of the Board of Directors.

Section 1.7. Bond Law. "Bond Law" means Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code, as the same may have been or may hereinafter be amended from time to time, or any other law hereafter legally available for use by the Authority in the authorization and issuance of bonds to finance needed public facilities. "Bonds" means any bonds issued pursuant to Bond Law.

Section 1.8. Executive Director. "Executive Director" means the employee of the Authority directly responsible to the Board of Directors and primarily responsible for the managerial oversight of the operations of the Authority as further described in Section 3.6.

Section 1.9. Fiscal Year. "Fiscal Year" means the period from July 1st to and including the following June 30th.

Section 1.10. Joint Facilities. "Joint Facilities" means the animal control facilities, equipment, resources, and property to be owned, leased, managed and operated by the Authority pursuant to Article V and Section 7.1, and, if and when acquired or constructed, any improvements and additions thereto.

Section 1.11. Legislative Bodies. "Legislative Bodies" means the city or town councils of the Member Agencies of the Authority. "Legislative Body" means any such individual city or town council.

Section 1.12. Member Agencies or Member Agency. "Member Agencies" means all of the public agencies signatory to this Agreement, which, as of the initial Effective Date of this Agreement, are the City of Campbell, the City of Monte Sereno, the City of Santa Clara, the City of Mountain View and the Town of Los Gatos. "Member Agency" means any such individual public entity. "Originating Member Agency" refers to City of Campbell, the City of Monte Sereno, and the City of Santa Clara. "New Member Agency(ies)" refers to the City of Mountain View and the Town of Los Gatos.

Section 1.13. Quorum. Except as may otherwise be required hereunder or by law, "quorum" means the presence of the Santa Clara Director and three Directors of the other Member Agencies.

Section 1.14. Rules of the Board. "Rules of the Board" means the bylaws, rules, regulations and other operational and organizational directives of the Board of Directors for the conduct of its meetings and other affairs as further described in Section 2.9.

Section 1.15. Secretary. "Secretary" means the Secretary of the Board of Directors as further described in Section 3.2.

Section 1.16. Treasurer. "Treasurer" means the financial director and finance manager of the Authority having the responsibility and accountability for the Authority's funds as further described in Section 3.3.

ARTICLE II GENERAL PROVISIONS

Section 2.1. Purpose. Subject to the terms herein, particularly Section 6.3, the purpose of this Agreement is to create the Authority to provide for the joint exercise of powers by the Member Agencies to own, manage, operate and/or maintain the Joint Facilities and to implement the financing, acquisition and construction of additions and improvements thereto and any additional facilities and property later acquired, owned or managed by the Authority and included in the Joint Facilities and thereafter to manage, operate and maintain the Joint Facilities, as so added to and improved, all to the end that the residents of the Area are provided with a more efficient and economical provision of the Animal Control Services and related services consistent with the purposes of this Agreement, and, if necessary, to issue and repay revenue bonds of the Authority pursuant to the Bond Law. Each of the Member Agencies is authorized to exercise all powers (except the power to issue and repay revenue bonds of the Authority)

pursuant to its organic law and the Authority is authorized to issue and provide for the repayment of revenue bonds pursuant to the provisions of the Bond Law.

Section 2.2. Creation of Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "Silicon Valley Animal Control Authority," to be called the "Authority" pursuant to Section 1.5. The Authority, which shall administer this Agreement, is a public entity separate and apart from the Member Agencies and each of them.

Section 2.3. Effective Date of Agreement. This Agreement shall become effective when signed and executed by all Member Agencies listed in Section 1.12 (the "Effective Date") and shall supercede any prior agreements executed.

Section 2.4. Term. This Agreement shall become effective on the Effective Date set forth in Section 2.3 and shall continue in effect until such time as all Bonds (if any) and the interest thereon issued by the Authority under the Bond Law or the Act shall have been paid in full or provision for such full payment shall have been made, and thereafter until such time as the Authority and the Member Agencies shall have paid all sums due and owing pursuant to this Agreement or pursuant to any contract executed pursuant to this Agreement, and thereafter until terminated pursuant to Article IX.

Section 2.5. Governing Board. The Authority shall be administered by a Board of Directors consisting of **five (5)** Directors, as follows: one (1) Director appointed by each of the Legislative Bodies of the cities of Campbell, Los Gatos, Monte Sereno, Mountain View, and Santa Clara.

Section 2.5.1. All voting power of the Authority shall reside with the Board of Directors.

Section 2.5.2. The Board of Directors shall be called the "Board of Directors of the Silicon Valley Animal Control Authority."

Section 2.5.3. Each Director shall be a member of the Legislative Body of the Member Agency that appointed that Director.

Section 2.5.4. Each Legislative Body shall appoint an alternate Director for that Member Agency. The alternate Director may act as the Director in the absence of the Director appointed by that Legislative Body. The alternate Director shall also be a member of the Legislative Body that appointed the alternate Director.

Section 2.5.5. All Directors and their alternates shall serve at the pleasure of the Member Agency that appointed them.

Section 2.5.6. All vacancies on the Board of Directors shall be filled by the respective Legislative Body within thirty (30) days of the effective date of the vacancy or as soon thereafter as the Legislative Body may legally act. Any Director or alternate Director shall cease to be a Director when such person ceases to hold office as a council member of the respective appointing Legislative Body.

Section 2.5.7. Each Director may receive reimbursement for the reasonable and necessary expenses incurred in the performance of their duties, as provided in the Rules of the Board.

Section 2.6. Meetings of the Board of Directors. All meetings of the Board of Directors shall be public meetings unless a specified closed session is held in accordance with the California Government Code.

Section 2.6.1. Regular Meetings. The Board of Directors shall provide for regular meetings at a date, time, and place fixed by the Rules of the Board.

Section 2.6.2. Special Meetings. Special meetings and emergency meetings of the Board of Directors may be called in accordance with State law.

Section 2.6.3. Call, Notice, and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of Section 54950, *et seq.*, of the California Government Code, as may be amended from time to time.

Section 2.7. Required Votes: Approvals. For all actions, the Director from Santa Clara will have two (2) votes at each meeting and the Directors from Campbell, Los Gatos, Monte Sereno, and Mountain View shall each have one (1) vote. Five (5) affirmative votes of the Board of Directors shall be required for the Board of Directors to take any action provided a quorum is present as set forth in Section 1.13.

Section 2.8. Rules of the Board. The Board of Directors shall adopt and from time to time amend the Rules of the Board as are necessary or convenient in the determination of the Board of Directors to achieve or facilitate the purposes hereof.

Section 2.9. New Members. It is the intent of the Originating Member Agencies to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public entities, organized and existing under the Constitution or laws of the State of California, as may desire to become parties to this Agreement and members of the Authority. The Board shall review all applications for participation in the Authority. Those entities seeking membership must be approved by five (5) affirmative votes of the Board of Directors. A new Member Agency shall be required to (a) contribute funds commensurate to the expenses incurred by the Authority to accommodate the new Member Agency's inclusion in the Authority. Examples include, but are not limited to, improvements to the facility, additional personnel expenses, marketing expenses, contractual services, and/or vehicles; (b) pay its share of annual Operating Costs and other expenses pursuant to Section 6.3 and (c) contribute to the Capital Fund (see Section 5.4) as determined by the Board. It is the intent of the Originating Member Agencies that any new Member Agency shall proportionally contribute and share in the Authority's operations, but shall not have any proportional ownership in fee of the Authority's real property interests. For entities joining the Authority at other than the beginning of the Authority's fiscal year, cash contributions for Operating Costs and the Capital Fund shall be prorated for the remainder of the fiscal year.

**ARTICLE III
ORGANIZATIONAL STRUCTURE
OFFICERS AND EMPLOYEES**

Section 3.1. Chairperson and Vice-Chairperson. The Board of Directors shall elect a Chairperson and Vice-Chairperson from among its members. The Chairperson and Vice-Chairperson shall each serve a one year term. In the event of the disqualification or permanent inability of the Chairperson to serve as the Chairperson during their term, the Vice-Chairperson shall assume the duties of the Chairperson for the remainder of that term and the Board of Directors shall elect a new Vice-Chairperson for the remainder of that term.

Section 3.1.1. The Chairperson shall be authorized to sign all resolutions of the Board of Directors and all contracts on behalf of the Authority and shall perform such other duties as may be imposed by the Board of Directors, consistent with the terms and provisions of this Agreement and the Rules of the Board.

Section 3.1.2. The Vice-Chairperson shall be authorized to act as the Chairperson, exercise all of the powers of the Chairperson, and perform all of the duties of the Chairperson in the temporary absence of the Chairperson.

Section 3.1.3. The Board of Directors, as a part of its approval of any contract, may authorize the Executive Director to execute the contract on behalf of the Authority.

Section 3.2. Secretary. The Executive Director shall be the Secretary to the Board of Directors, perform such other duties as may be imposed upon the Secretary by the Board of Directors, and cause a copy of this Agreement to be filed with the California Secretary of State and the State of California pursuant to Section 6503.5 of the Act.

Section 3.3. Treasurer. The Board shall designate the Treasurer. The Treasurer shall be the depository and shall have custody of all of the accounts, funds and money of the Authority from whatever source. The Treasurer shall have the duties and obligations set forth in Section 6505 and 6505.5 of the Act, and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority.

Section 3.4. Officers in Charge of Property. Pursuant to Section 6505 of the California Government Code, the Treasurer shall have charge of, handle, and have access to all accounts, funds, and money of the Authority and all records of the Authority relating to such accounts, funds and money; and the Secretary shall have charge of, handle, and have access to all other records of the Authority, and the Executive Director shall have charge of, handle, and have access to all physical properties of the Authority.

Section 3.5. Bonding Persons Having Access to Property. From time to time, the Board of Directors may designate persons, such as the Treasurer or Executive Director, as the Authority officer(s) who shall have charge of, handle, or have access to any property of the Authority. The Board of Directors shall also fix the respective amounts of the official bonds of the Treasurer, Executive Director or such other designated persons pursuant to Section 6505.1 of the Act, which bonds shall be filed with the Secretary of the Authority. The actual cost of such bonds shall be a proper charge against the Authority.

Section 3.6. Management. The regular management of the operations and activities of the Authority shall be vested in the Executive Director. The Executive Director shall be appointed by the Board of Directors. Unless otherwise provided by the Rules of the Board or resolution of the Board of Directors, the Executive Director shall have the following powers:

Section 3.6.1. To provide for the planning, design, and construction of any additions or improvements to the Joint Facilities; leasing or remodeling of any existing facilities, or any new facilities to be operated by the Authority as authorized by the Board of Directors;

Section 3.6.2. Except as otherwise provided in Section 3.6.8, to execute any contracts for capital costs, costs of special services, equipment, materials, supplies, maintenance, or repair that involve an expenditure by the Authority within the limits and in accordance with procedures to be established by the Authority in the manner provided for local agencies pursuant to Article 7, commencing with Section 54201 of Chapter 5 of Part 1 of Division 2 of Title 5 of the California Government Code;

Section 3.6.3. To appoint and employ all personnel of the Authority required for maintenance and operation of the Joint Facilities, and all other employees authorized by the Authority's budget and by the Board of Directors;

Section 3.6.4. To retain any consultants, including labor relations consultants or certified public accountants, as authorized in the Authority's budget and by the Board of Directors;

Section 3.6.5. Subject to approval of the Board of Directors, to appoint and employ all personnel of the Authority or consultants required to be employed or retained in connection with the design of any additions or improvements of the Joint Facilities or construction of new facilities;

Section 3.6.6. To expend funds of the Authority and enter into contracts, whenever required, or for the immediate preservation of the public peace, health, or safety, subject to the subsequent ratification of the Board of Directors;

Section 3.6.7. To dispose of any personal property of the Authority as may be provided in the Rules of the Board or otherwise authorized by the Board of Directors;

Section 3.6.8. To approve and pay demands for payments by the Authority of Ten Thousand Dollars (\$10,000.00), or less, which are authorized in the Authority's budget;

Section 3.6.9. To prepare and submit to the Board of Directors in time for revision and adoption by the Authority prior to June 1 of each year, the annual preliminary budget for the next succeeding Fiscal Year referred to in Section 6.1;

Section 3.6.10. Generally, to supervise the acquisition, construction, management, maintenance, and operation of the Joint Facilities and personnel of the Authority;

Section 3.6.11. To perform such other duties as directed by the Board of Directors and report to the Board of Directors at such times and on such matters as the Board of Directors may direct.

Section 3.7. Legal Advisor. The legal advisor of and provider of legal advice and services to the Authority shall be designated by the Board of Directors.

Section 3.8. Other Services. The Board of Directors shall have the power to appoint and employ such other consultants and independent contractors as may be necessary for the purposes of and pursuant to this Agreement.

Section 3.9. Non-Liability of Agencies. None of the officers, agents, or employees directly employed by the Authority shall be deemed, solely by reason of their employment by the Authority, to be employed by any Member Agency or, by reason of their employment by the Authority, to be subject to any of the requirements of any Member Agency. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activities of the officers, agents, or employees of Member Agencies when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. Except as expressly provided for in this Agreement, nothing contained in this Article III is intended to nor shall it restrict or limit the rights or abilities otherwise available to the Authority to enter into agreements or other arrangements with any Member Agency in accordance with the terms and conditions of this Agreement and the Rules of the Board regarding the use of employees of the Member Agency in the operations and activities of the Authority.

Section 3.10. Indemnity and Insurance. The Authority shall defend, indemnify and save harmless each Member Agency to this Agreement and its respective council members, officers and employees, from all claims, losses, damages, costs, injury and liability arising out of the Authority's performance of its powers, duties and responsibilities under this Agreement. The Authority shall obtain and keep in force policies of insurance with coverage and limits sufficient to protect the Authority and its Member Agencies from claims for damages arising from the activities of the Authority, its Board of Directors, officers and employees. It is the intent of this Section 3.10 that the policies of insurance described herein include coverage for automobile liability, comprehensive general liability, public officials errors and omissions, workers' compensation, and excess liability and other perils as the Board of Directors shall, from time to time, direct and that the coverage limits of these policies be maintained at levels as the Board of Directors shall direct. Each Member Agency shall be named an "additional insured" on the liability coverages or shall receive equivalent treatment or status under the Authority's insurance program.

Section 3.11. Agreement Not for Benefit of Third Parties. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with this Agreement by any Member Agency shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property in the respective Area of such Member Agency.

ARTICLE IV POWERS OF THE AUTHORITY

Section 4.1. General Powers. The Authority shall exercise in the manner herein provided the powers common to each of the Member Agencies, as provided by the Constitution and laws of the State of California, and all incidental, implied, expressed, or necessary powers for the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.4. As provided in the Act, the Authority shall be a public entity separate from the Member Agencies. The Authority shall have the power to finance, acquire, construct, manage, maintain, and operate the Joint Facilities. The Authority shall have all of the powers provided in Article 2 and Article 4 of the Act, unless specifically prohibited or restricted by this Agreement.

Section 4.2. Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any of the following:

Section 4.2.1. To make and enter into contracts;

Section 4.2.2. To employ agents or employees;

Section 4.2.3. To acquire, construct, manage, maintain, or operate any buildings, works or improvements;

Section 4.2.4. To acquire, hold, or dispose of property;

Section 4.2.5. To sue and be sued in its own name;

Section 4.2.6. To incur debts, liabilities or obligations, subject to the provisions of this Agreement, provided that no debt, liability or obligation shall constitute a debt, liability or obligation upon any Member Agency;

Section 4.2.7. To apply for, accept, receive, and disburse grants, loans, and other aids from any agency for the United States of America or of the State of California;

Section 4.2.8. To invest any money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;

Section 4.2.9. To carry out and enforce all the provisions of this Agreement.

Section 4.3. Bonds. The Authority shall have all of the powers provided in Article 4 of the Act, including the power to issue Bonds under the Bond Law.

Section 4.4. Restrictions on Exercise of Powers. The Authority shall exercise in the manner herein provided the powers common to all Member Agencies as appropriate to the accomplishment of the purposes of this Agreement. For purposes of Govt. Code § 6509, the powers of the Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Campbell, a general law city.

Section 4.5. Obligations of Authority. The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of any Member Agency.

ARTICLE V METHODS OF PROCEDURE

Section 5.1. Reserved.

Section 5.2. Delegation of Powers. Each Member Agency hereby delegates to the Authority the power to purchase and the power and duty to maintain, operate, and manage any animal control equipment, resources, and real property acquired and identified by the Member Agencies, including the site of the Authority's animal control facility, and to employ the necessary personnel to do any and all other things necessary or desirable to provide efficient, economical and lawful Animal Control Services to the Member Agencies.

Section 5.3. Joint Maintenance and Operation Fund. The Board of Directors shall have a joint maintenance and operation fund (herein called the "Operating Fund"). The Authority shall assume responsibility for the maintenance and operation of the Operating Fund and shall pay the administrative and operational expenses of the Authority and all maintenance and operation costs of the Joint Facilities from said Operating Fund. Each of the Member Agencies shall pay into said Operating Fund its proportionate share of the maintenance and operation costs of the Joint Facilities, computed on the basis set forth in Section 6.3 of this Agreement.

Section 5.4. Capital Acquisition, Improvement and Replacement Fund. The Board of Directors may create a capital acquisition and replacement fund ("Capital Fund") for the purpose of creating a fund for the acquisition and construction of the Joint Facilities and any other capital improvements owned or controlled by the Authority, and the replacement and acquisition of capital equipment and property of the Authority. Each Originating Member Agency shall annually pay into said Capital Fund its proportionate share of capital costs, including principal and interest payments on outstanding Bonds, if any, as provided in Section 6.3. If there is a future need for contributions to the Capital Fund by any new Member Agency, all members shall contribute a proportionate share that is commensurate with each member's proportional operating expenses.

ARTICLE VI
BUDGET/COSTS, MAINTENANCE AND
OPERATION COSTS AND OTHER COSTS

Section 6.1. Annual Budget. The Board of Directors shall adopt a preliminary budget for maintenance and operation costs, capital costs, costs of special services, and debt service payments or redemption expenses on Bonds (if any), annually prior to June 1 of each year and shall adopt a final budget prior to June 30 of each year.

Each Member Agency shall approve the contribution of its allocated proportional share of the total estimated annual costs and expenses in the budget, as set forth in Section 6.3, prior to final adoption of the budget by the Board of Directors on or before June 30 of each year.

Section 6.2. Records and Accounts. The Authority shall cause to be kept accurate and correct books of account, showing in detail the capital costs, costs of special services and maintenance, operation costs of the Joint Facilities and the provision of the Animal Control Services, and all financial transactions of the Member Agencies relating to the Joint Facilities and the provision of the Animal Control Services, which books of account shall correctly show any receipts and also any costs, expenses, or charges paid or to be paid by each of the Member Agencies. Said books and records shall be open to inspection at all times during normal business hours by any representative of a Member Agency, or by any accountant or other person authorized by a Member Agency to inspect said books or records. The Controller/Treasurer shall, in accordance with Sections 6505 and 6505.6 of the Act, cause the books of account and other financial records of the Authority to be audited annually by an independent public accountant or certified public accountant.

Section 6.3. Allocation of Costs and Expenses: Generally.

Section 6.3.1. Annual Estimate. After adoption of the preliminary budget and prior to June 1 of each year, the Authority shall promptly furnish to each of the Member Agencies an estimate of the total annual maintenance and operation costs, capital costs, costs of special services, and debt service payments or redemption expenses on Bonds (if any).

Section 6.3.2. Operating Costs. The proportion of Operating Costs to be borne by each Member Agency shall be determined by the Executive Director each year prior to April 1, and the Executive Director shall submit these percentages to the Board of Directors for review, modification and/or approval on or before June 1 of each year. The Board of Directors may modify the manner in which each Member Agency's contribution to Operating Costs is determined or calculated by five (5) affirmative votes of the Board of Directors.

Section 6.3.3. Capital Acquisition Costs, Costs of Special Services, Bond Expenses. Costs of acquiring new equipment or constructing new facilities, costs of special services and Bonds interest and redemption expenses (if any) shall be borne by each Member Agency in the same proportion as Operating Costs determined, pursuant to Section 6.3.2, for the Fiscal Year in which the cost is incurred.

Section 6.3.4. Capital Costs. The proportion of capital replacement costs to be borne by each Member Agency annually shall be the same proportion as Operating Costs borne by that Member Agency for that Fiscal Year as determined pursuant to Section 6.3.2.

Section 6.3.5. Insurance Costs. The premiums for the insurance policies described in Section 3.10 shall be apportioned among the Member Agencies in the same manner as each Member Agency's yearly percentage of Operating Costs, as determined pursuant to Section 6.3.2 . In the event of any claim for damages which is not covered by insurance, or which exceeds the limits of any applicable policy of insurance, the Member Agencies agree to allocate among themselves the uninsured costs of defending such claim, and the uncovered costs of settlement or judgment, if any, in the same proportions as the percentage share of Operating Costs of each Member Agency as established pursuant to Section 6.3.2 at the time the claim is filed with the Authority.

Section 6.4. Payment of Costs. Beginning on the Effective Date of this Agreement, and quarterly in advance thereafter for each Fiscal Year, each Member Agency agrees to pay the Authority its allocated proportional share of the total estimated annual costs and expenses, as set forth in Section 6.3.

Section 6.5. Sources of Funds. Each Member Agency shall provide the funds required to be paid by it to the Authority under this Agreement from any source of funds legally available to such Member Agency for such purpose.

Section 6.6. Level of Services and Charges to Member Agencies. All Member Agencies shall receive the same level of service for their contributions, regardless of the amount of their contribution. The levels of service are reflected in Exhibit A, and these services may be amended from time to time.

Section 6.6.1. Level of Service Adjustment Due to New Member Agency. No later than four (4) years after the effective date of this Agreement, the Authority will conduct an internal review of its level of service for any new Member Agency to determine if the initial estimate of the necessary level of service for that jurisdiction is appropriate. In the event a higher or lower level of service is warranted based upon such audit, the Member Agencies may adjust the Operating Costs accordingly, pursuant to Section 6.3.2.

Section 6.7. New Member Agency Contribution and Payment Terms. This Agreement was created to accommodate the inclusion of a new Member Agency, the Town of Los Gatos. Pursuant to Section 2.10, the Town of Los Gatos will contribute the following amounts pursuant to the terms stated herein as consideration for its Member Agency status. The Town of Los Gatos will pay a total of One Hundred Thousand Dollars (\$100,000.00), payable to the Authority on the Effective Date of this Agreement. This contribution amount is based upon the purchase of one animal rescue vehicle for Authority staff use as well as miscellaneous transitional costs. Los Gatos agrees that any new asset and/or equipment purchased with these funds are the property of the Authority, not of Los Gatos.

Section 6.7.1. Early Termination. Los Gatos also agrees that in the event its Legislative Body votes to terminate its status as a Member Agency prior to five (5) years from the Effective Date of this Agreement, then Los Gatos will be liable for early termination liquidated damages. The Member Agencies agree that, in the event Los Gatos terminates this Agreement prior to five (5) years from the Effective Date of this Agreement, the Authority and its remaining Member Agencies will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Member Agencies agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Los Gatos shall pay to the Authority liquidated damages of a sum equivalent to two-thirds (2/3) of its annual contribution for the remaining balance of that five (5) year period and any unpaid initial contribution amount, as described in Section 6.7. In the event that said liquidated damages are not paid, Los Gatos agrees that the Authority or any of its remaining Member Agencies may use all available legal remedies to obtain the amount of said unpaid damages. In the event of any litigation resulting from such a dispute as to liquidated damages, Los Gatos agrees to waive any affirmative defense as to the reasonableness and/or imposition of the liquidated damages.

ARTICLE VII ENFORCEMENT

Section 7.1. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law, to enforce this Agreement.

ARTICLE VIII WITHDRAWAL OF A MEMBER AGENCY

Section 8.1. Agreement Continues. Notwithstanding the provisions of Section 9.1, each Member Agency agrees that the withdrawal of a Member Agency pursuant to this Article VIII is not intended to and will not terminate this Agreement or affect the ability of the Board of Directors or the remaining Member Agencies to carry out and fulfill the purposes of this Agreement.

Section 8.2. Withdrawal. A Member Agency may withdraw from the Authority and this Agreement by filing written notice thereof with the Authority. Withdrawal will take effect on July 1 of any year provided there is a least six months advance notice. The withdrawal of any Member Agency from the Authority shall in no way affect the rights and obligations of the remaining Member Agencies. A withdrawing Member Agency is still obligated for all payments due from it for the fiscal year of the withdrawal, and in the case of the Town of Los Gatos, it is also obligated for all payments specified in Section 6.7 in the event of early termination. Further, in the event of withdrawal of a Member Agency, the following terms and conditions will apply:

Section 8.2.1. Withdrawal shall not relieve the party of its proportionate share of any debts, liabilities or other contractual commitments incurred by the Authority prior to the effective date of the party's withdrawal; and

Section 8.2.2. If Bonds have been issued and the withdrawing Member Agency benefits directly or indirectly from the Bonds issued and outstanding, the Member Agency shall not withdraw from the Authority until such time as all of those Bonds and the interest thereon shall first have been paid in full or provision for such full payment shall first have been contractually made with the Authority and approved by the Board of Directors; and

Section 8.2.3. The obligations of the withdrawing Member Agency shall have been paid in full and provision for repayment of any other indebtedness which may exist shall be covered by an agreement made between the Authority and the Member Agency and approved by the Board of Directors.

Section 8.3. Non-Distribution of Assets Upon Withdrawal or Subsequent Dissolution. A withdrawing Member Agency will have no entitlement to any Assets or Cash Reserves (See Section 9.3 for definition of term) of the Authority nor any distribution or reimbursement of any kind from the Authority upon withdrawal or in the event of the Authority's subsequent dissolution.

Section 8.4. Restrictions. Any withdrawal from participation in this Agreement is subject to the restrictions on withdrawal contained in Sections 8.2 and 8.3, above. In addition, each withdrawing Member Agency, upon its withdrawal, waives any right to seek a judicial apportionment of any interest it may have in the Authority, including any interest in any Assets or Cash Reserves of the Authority.

ARTICLE IX TERMINATION OF THE AGREEMENT AND DISSOLUTION OF THE AUTHORITY

Section 9.1. Termination. This Agreement shall terminate and the Authority shall be dissolved upon an agreement of all Member Agencies. Upon termination of this Agreement, any obligation of the Authority which continues following dissolution shall be borne by the Member Agencies based on the percentages determined pursuant to Section 9.3.

Section 9.2. Effective Date of Termination. Termination shall not under any circumstances become effective until June 30 next succeeding a minimum of twelve (12) months following the effective date of a written notice of termination to the Board of Directors approved by all Legislative Bodies of the current Member Agencies.

Section 9.3. Disposition of Assets. Upon dissolution of the Authority, each Originating Member Agency shall receive its proportionate share of the assets of the Authority as defined in this Section within a reasonable amount of time after dissolution, and each Originating Member Agency shall contribute its proportionate or otherwise defined share toward the discharge of any enforceable liabilities incurred by the Authority as the same appear on the books of the Authority. Upon the termination of this Agreement, any assets acquired by the Authority during the period of its existence and still on hand and all unencumbered cash reserves (collectively, "Assets and Cash Reserves") shall be distributed to the Originating Member Agencies in the following manner: The total amount of maintenance and operating costs paid by each Originating Member Agency into the Operating Fund during the entire existence of the Authority shall be added together and the percentage which each Agency's total bears to the whole shall be determined. The Assets and Cash Reserves shall be divided among the current Member Agencies

based on the above percentage, based on appraised value of the assets at the time of termination. In the event the Originating Member Agencies cannot agree on how the distribution of Assets and Cash Reserves pursuant to the distribution method set forth in this Section should be implemented, the City Managers of all of the Originating Member Agencies, or their respective designees, shall meet promptly to develop a method for distributing the Assets and Cash Reserves among the Originating Member Agencies. New Member Agencies shall receive only their proportional share of the cash reserves they contributed to during their membership, if any.

Section 9.4. The distribution of assets may be made in kind or assets may be sold and the proceeds thereof distributed to the Member Agencies at the time of dissolution after the discharge of all enforceable liabilities.

Section 9.5. Continued Existence of Authority. Upon dissolution, this Agreement and the Authority shall continue to exist as required or necessary for the limited purpose of distributing the Assets and Cash Reserves and winding up and closing out the business, accounts and affairs of the Authority.

ARTICLE X MISCELLANEOUS

Section 10.1. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 10.2. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 10.3. Law Governing. This Agreement is made under the Constitution and laws of the State of California and is to be so construed.

Section 10.4. Amendments. This Agreement may be amended at any time, except as limited by Bond covenants, if any. All amendments to the Agreement must be in writing, and must be approved by the Legislative Bodies of the Member Agencies prior to becoming effective.

Section 10.5. Severability. In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions and articles of this Agreement shall remain in full force and effect unless and until otherwise determined. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provisions of this Agreement.

Section 10.6. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Member Agencies. No Member Agency may assign any right or obligation hereunder without written consent of the other Member Agencies.

Section 10.7. Notice. Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. mail, postage prepaid, addressed to the Authority and to the Member Agencies at their addresses as reflected in the records of the Authority, and shall be

deemed to have been received by the party to which the notice is addressed upon the earlier of receipt or 72 hours after mailing.

Section 10.8. Counterparts. This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until all Parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

[Signatures on next page.]

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereupon duly authorized and their official seals to be hereto affixed on the dates as shown herein.

MEMBER AGENCIES

APPROVED AS TO FORM:

CITY OF CAMPBELL, a municipal corporation

By: [Signature]
Its: City Attorney
Date: 7/9/24

By: [Signature]
Its: City Manager
Date: 7/9/24

ATTEST:

By: [Signature]
Its: City Clerk
Date: 7/10/24

APPROVED AS TO FORM:

CITY OF MONTE SERENO, a municipal corporation

By: [Signature]
Its: City Attorney
Date: 6/25/24

By: [Signature]
Its: City Manager
Date: 6/20/24

ATTEST:

By: [Signature]
Its: City Clerk
Date: 6/20/24

APPROVED AS TO FORM:

CITY OF SANTA CLARA, a municipal corporation

By: [Signature]
Its: City Attorney
Date: 9/2/24

By: [Signature]
Its: City Manager Jovan D. Grogan
Date: 9/3/24

ATTEST:

By: [Signature]
Its: Assistant City Clerk, NORA Pimentel
Date: 9/6/24

APPROVED AS TO FORM:

CITY OF MOUNTAIN VIEW, a municipal corporation

By: Mitesh Bhakta
Its: Senior Assistant City Atty
Date: June 26, 2024

By: Audrey Spangberg
Its: Asst. City Manager for City Manager
Date: June 26, 2024

ATTEST:

By: [Signature]
Its: Assistant City Clerk
Date: June 26, 2024

APPROVED AS TO FORM:

TOWN OF LOS GATOS, a municipal corporation

By: Harvill P. Wilkin
Its: Town Attorney
Date: 6/17/24

By: Laurel Rivetti
Its: Town Manager
Date: June 17, 2024

ATTEST:

By: [Signature]
Its: Town Clerk
Date: 6/17/2024

EXHIBIT "A"
ANIMAL CONTROL SERVICES

The term "Animal Control Services" in the Agreement to which this Exhibit "A" is attached means all of the following services:

A. Field Services

Field services means all of the following services, including any vehicles, communications equipment, office supplies, field and administrative personnel, and any other personnel, supplies and equipment, reasonably required to perform the following services (the "Field Services"):

- Pick up of confined stray dogs, cats, and other small animals, including, rabbits, chickens, turkey, geese, and ducks, and excluding confined wildlife as defined in Section 711.2 of the California Fish and Game Code, such as opossums, raccoons, skunks, or squirrels
- Pick up confined stray livestock, including horses, pigs, goats, sheep, and donkeys
- Pick up of deceased animals, including wildlife, as described in more detail below under the description of Deceased Animal Services
- Pick up of injured stray dogs or cats and other small animals, without regard to weight, and injured wildlife weighing fifty pounds (50 lbs.) or less, that are located on public property or readily accessible on private property with the permission of the property owner or occupant or the property owner's or occupant's authorized agent
- Respond to emergency calls such as animals requiring rescue or animals attacking people
- Investigating complaints of animal bites or attacks on humans, including the completion of a report interviewing the parties involved, quarantining animals which have bitten humans, preparing and transporting biting animals for rabies testing, and investigating alleged violations of a quarantine
- Response to calls for removal of venomous snakes in a private residence and on private property
- Investigating complaints of vicious dogs and provide administrative hearings
- Investigating complaints of dangerous animals and provide administrative hearings
- Responding to complaints of animals running at large
- Responding to complaints of domestic animals causing a nuisance, except domestic animals making noise, and provide follow-up patrol

- Respond to police assist calls on animal-related issues, which service may include taking control of an animal on the scene
- Investigate complaints regarding the lack of proper care, condition, or attention of domestic animals by their owners
- Investigate complaints regarding cruelty to animals
- Investigate complaints regarding exceeding the limit of the maximum number of animals
- Investigate complaints regarding unsanitary conditions
- Provide Community Outreach Humane Education programs to local schools as well as presenting programs to civic groups and organizations, Neighborhood Watch, homeowners groups and more
- Provide animal safety training for service workers (i.e. postal employees, meter readers)
- Issue administrative and criminal citations as necessary
- Participate in Santa Clara County Disaster Preparedness Team

B. Shelter Services

Shelter Services means all of the following services, including shelter facilities, supplies, animal care specialists, supervisors and administrative personnel, and any other personnel, supplies and equipment reasonably required to perform the following services (the "Shelter Services"):

- Shelter of abandoned, impounded, lost or stray domestic animals brought to the shelter by a Member Agency, a resident residing in a Jurisdictional Area, or shelter personnel
- Quarantine of biting animals
- Rabies testing of suspect animals
- Provision for surrender and reclaim of abandoned, lost or stray domestic animals during established business hours
- Provide adoption program to include offsite adoption events
- Provide after hours receiving kennels for stray healthy animals
- Save all healthy or treatable animals by return to owner, placement with a placement partner, or adoption

- Hold periodic adoption events at the animal care center
- Euthanasia and disposal of unhealthy domestic animals that fail to meet the written health and temperament standards of the shelter

C. Medical Services

Medical Services means all of the following services, including office facilities, supplies, and professional and trained personnel necessary to perform the following services (the "Medical Services") by staff or through contracts:

- Provision of veterinarian services by staff or through contracts twenty-four (24) hours per day to treat and provide veterinarian care to stray dogs, cats, and other impounded animals that may be sick or injured
- Monitor quarantined biter animals
- Conduct vaccination clinics and have available, free of charge to the public, rabies control information.
- Operate public low cost spay/neuter clinic

D. Deceased Animal Services

Deceased Animal Services means all of the following services, including any vehicles, storage facilities, disposal mechanisms, field, and administrative personnel, and any other personnel, supplies, contracts and equipment required to perform the following services (the "Deceased Animal Services"):

- Pick up of deceased animals, including wildlife and except livestock, from streets and public property within Jurisdictional Areas, or from private property within Jurisdictional Areas with the permission of the property owner, occupant or a representative of the property owner or occupant
- Identification of and notification to the owner of the deceased animal, whenever possible
- Disposal of the body of the deceased animal

E. Animal Licensing Services

Animal Licensing Services means all of the following services, including any vehicles, office facilities, supplies, equipment and personnel necessary to perform the following services (the "Animal Licensing Services"):

- Computerized animal licensing including up to two delinquent notices on license renewals
- Animal Control Officer contact for delinquent licenses when necessary
- Provide licenses at animal care center
- Comprehensive community outreach program, to include issuing licenses at vaccination and spay/neuter clinics
- Distribute licensing information through local veterinarians and on web site
- Issue assistance animal identification tags to qualified residents as required by state law

F. Other Services For Which a Fee May Be Charged

- Pick up owned animals
- Provide humane traps to the public to capture sick, injured, or nuisance domestic animals
- Provide volunteer opportunities
- Provide onsite dog training



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2024

ITEM NO: 8

ITEM NO. 8.

DATE: October 10, 2024
TO: Mayor and Town Council
FROM: Katy Nomura, Interim Town Manager
SUBJECT: Approve and Authorize the Town Manager to Execute a Side Letter Agreement with the Los Gatos Police Officers' Association to Increase Holiday in Lieu Compensation, Add Veterans Day as a Holiday, and Authorize an Expenditure Budget Adjustment in the Amount of \$35,000 from the Available General Fund Capital/Special Projects Reserve

RECOMMENDATION:

Approve and authorize the Town Manager to execute a side letter agreement (Attachment 1) with the Los Gatos Police Officers' Association (POA) to increase holiday in lieu compensation, add Veterans Day as a holiday, and authorize an expenditure budget adjustment in the amount of \$35,000 from the available General Fund Capital/Special Projects Reserve.

BACKGROUND:

In April 2024, the Town and the POA agreed to a successor Memorandum of Understanding (MOU); however, at the time, the parties did not add Veterans Day as a Town holiday. There were two other bargaining units, TEA and AFSCME, who were still in the process of negotiating their respective MOUs. During the TEA and AFSCME negotiations, the Town and the bargaining units agreed to add Veterans Day as a Town recognized holiday for the employees represented in those unions. TEA represents several classifications within the Police Department including the Communication Dispatcher series and Police Records series.

The Los Gatos-Monte Sereno Police Department is a 24/7 operating law enforcement agency. As such, the Police Department is not able to close operations on a holiday like the majority of the other Town departments. Holiday in lieu pay compensates employees who are unable to observe a holiday through additional pay throughout the year. In the TEA MOU, the inability to close for Veterans Day was recognized by an increase to the holiday in lieu pay to 5.0 percent, which was an increase from 4.6 percent.

PREPARED BY: Cheryl Parkman
Human Resources Director

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

PAGE 2 OF 2

SUBJECT: Authorize the Town Manager to Execute a Side Letter Agreement with the Los Gatos Police Officers' Association to Increase Holiday in Lieu Compensation, Add Veterans Day as a Holiday, and Authorize an Expenditure Budget Adjustment in the Amount of \$35,000 from Available Funds

DATE: October 10, 2024

DISCUSSION:

On September 3, 2024, the Town Council approved adding Veterans Day to the list of official Town holidays in Town Code section 1.10.075. Although the POA MOU is closed through the term of April 1, 2024 – June 30, 2027, due to the addition of the official holiday, the Town proposed an increase to POA's holiday in lieu pay from 4.4 percent to 5.0 percent, the same as TEA. If approved, this increase would be effective the pay period containing November 11, 2024 and would provide parity across the represented employee groups for this Town-recognized holiday.

CONCLUSION:

Staff has met its obligation to meet and confer with POA on the proposed side letter. The POA membership voted to approve the side letter. Therefore, it is recommended that the holiday in lieu side letter be approved, and the Town Manager be authorized to execute the side letter.

COORDINATION:

This memo has been coordinated with the Town Attorney's Office and the Finance Director.

FISCAL IMPACT:

The increase of the holiday in lieu pay to 5.0 percent of base salary requires an expenditure budget adjustment of \$35,000 from the General Fund Capital/Special Projects Reserve.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Los Gatos POA Side Letter – Holiday in Lieu

**SIDE LETTER OF AGREEMENT
BETWEEN
THE TOWN OF LOS GATOS
AND
THE LOS GATOS POLICE OFFICERS' ASSOCIATION
OCTOBER 2024**

Having met and conferred in good faith, the Town of Los Gatos (Town) and the Police Officers' Association (Association) agree to amend Section 26 of the Memorandum of Understanding between the Town and the Association (POA MOU) as follows:

1. Effective November 2024, the Town will observe Veterans Day. As such, Veterans Day, November 11, shall be added to the list of observed holidays in Section 26 of the POA MOU.
2. Due to the addition of Veterans Day to the list of the Town's observed holidays, effective the pay period that includes November 11, 2024, compensation in-lieu of time off for uniform personnel assigned to shift work shall be increased to 5.0% of base salary per pay period.

FOR POA:

TOWN OF LOS GATOS:

Richard Rondeau, President

Katy Nomura, Interim Town Manager

Riley Frizzell, Detective

Cheryl Parkman, HR Director

Mike Birley, Detective

Lisa S. Charbonneau, Liebert Cassidy
Whitmore

Anthony Gotelli, Officer

Peter Hoffman, Rains Lucia Stern
St. Phalle & Silver, PC

APPROVED AS TO FORM:

Gabrielle Whelan, Town Attorney



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2024

ITEM NO. 9.

ITEM NO: 9

DATE: October 10, 2024
TO: Mayor and Town Council
FROM: Katy Nomura, Interim Town Manager
SUBJECT: Authorize the Town Manager to Execute a License Agreement with Flock Safety to Retain Privately Funded Cameras Installed in the Town of Los Gatos Right-of-Way

RECOMMENDATION:

Authorize the Town Manager to execute a License Agreement with Flock Safety to retain privately funded cameras installed in the Town of Los Gatos right-of-way (Attachment 1).

BACKGROUND:

In fall of 2023, it came to the attention of staff that Flock Safety (Flock) had contracted with private property owners to install security cameras in various locations within the Town of Los Gatos. Seven of these locations were identified to be on Town owned property along roadways (i.e., within the Town’s right-of-way).

The Parks and Public Works Department (PPW) does not allow work within Town owned property without a permit or license agreement. Encroachment permits are issued by PPW for any work in the Town right-of-way that is temporary in nature. For example, replacement of a water main by San José Water Company would require an encroachment permit.

License agreements are required for permanent installations on Town property, recognizing the long-term nature of the impact to the Town. License agreements are filed with the Santa Clara County Clerk’s Office as a record of encroachment.

PREPARED BY: Nicolle Burnham
Director of Parks and Public Works

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

PAGE 2 OF 3

SUBJECT: License Agreement to Retain Privately Funded Flock Safety Cameras on Town Property in Seven Locations

DATE: October 10, 2024

DISCUSSION:

As previously noted, staff identified seven locations where Flock installed privately owned and funded cameras in the Town's right-of-way. As staff became aware that certain installations were not publicly funded or for explicit use of Los Gatos Monte Sereno Police Department (LGMSPD), potential remedies were considered. The recommended approach was to allow the installations to remain but require Flock to enter a license agreement to retain the installations.

In accordance with the proposed agreement, the previously installed cameras will be allowed to remain in place until the property owner ceases funding them or for five years, whichever is shorter. Staff recommends this approach as a way for the private installations to remain on public property. Staff recognizes that in the event of a criminal investigation the data from these cameras may be useful, assuming Flock's clients are willing to share the data, and staff expects they would be.

Staff has taken steps to prevent the issuance of encroachment permits for private Flock installations by requiring that all future Flock installations receive approval from the LGMSPD Chief of Police. The Chief will verify whether the installation is for law enforcement purposes or private use. No future installations of Flock cameras for private use will be allowed on Town property.

CONCLUSION:

Authorizing this license agreement will retroactively permit the placement of seven cameras in the Town right-of-way. If the license agreement is not executed, the cameras would need to be removed at the expense of the property owner(s) that paid for their installation.

COORDINATION:

This staff report has been coordinated with the Los Gatos Monte Sereno Police Department and the Town Attorney.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

ENVIRONMENTAL ASSESSMENT:

The license agreements authorize minor alterations to existing public right of way and are therefore categorically exempt from CEQA. (CEQA Guidelines Section 15301.)

PAGE 3 OF 3

ITEM NO. 9.

SUBJECT: License Agreement to Retain Privately Funded Flock Safety Cameras on Town
Property in Seven Locations

DATE: October 10, 2024

Attachments:

1. License Agreement between Flock Safety and the Town of Los Gatos

This Document is Recorded
for the Benefit of the Town of Los Gatos
and is Exempt from Fee
per Government Code
Sections 6103 and 27383

When Recorded, Mail to:
Town of Los Gatos
Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA 95030

**LICENSE AGREEMENT
BETWEEN FLOCK SAFETY
AND THE TOWN OF LOS GATOS**

THIS AGREEMENT is made on SEPTEMBER 25, 2024, between Flock Safety
("Licensee") and the Town of Los Gatos ("TOWN").

RECITALS:

- A. Licensee has constructed and is maintaining seven privately owned cameras within TOWN's right-of-way.
- B. TOWN is willing to permit Licensee to retain the seven previously installed cameras within TOWN's right-of-way in accordance with this License Agreement.

THEREFORE, IN CONSIDERATION OF THE FOREGOING, the parties agree as follows:

1. TOWN grants to Licensee a license for the purposes of allowing Licensee to maintain seven cameras in the TOWN right-of-way in the locations shown in Exhibit A, which is attached and incorporated by reference. The location and appearance of the improvements (the "Improvements") are also shown on Exhibit A, attached hereto and incorporated by reference. Licensee shall maintain such Improvements in good repair, and in a substantially similar appearance, for the life of this License Agreement or the life of the camera, whichever is shorter duration. Licensee agrees to obtain an encroachment permit from the Town for any changes to the existing installations.
2. The rights granted by this license shall be exercised, maintained, and used in such a manner as not to cause any damage or destruction of any nature whatsoever to TOWN's property or interruption of the TOWN's use of the right-of-way.

3. Licensee also agrees to remove the Improvements at their expense within 30 calendar days a) after the date written notice by the TOWN is mailed to the Licensee at 1170 Howell Molle Road NW Suite 210 Atlanta, GA, stating that the TOWN is requiring its removal and reasons therefore; or b) after expiration or discontinuation of Licensee agreement with camera subscriber. If, after the 30 calendar days, such Improvements have not been removed, the TOWN, or its designated agents may remove the Improvements and charge all costs and expenses of such removal to the Licensee, who shall be fully liable for payment thereof.

4. Licensee agrees to defend, indemnify, and hold TOWN harmless from any claims for damage to their property or other third parties arising out of Licensee use of TOWN's property.

5. Licensee will satisfy the insurance requirements set forth in Exhibit B, which is attached and incorporated by reference.

6. The obligations and conditions of this License Agreement, and the rights and interests created herein, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. This License Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for litigation concerning this License Agreement shall be in Santa Clara County, California.

8. This License Agreement will remain in effect for a period of five years unless terminated pursuant to Section 3 of this License Agreement.

9. This Agreement will be recorded with the Santa Clara County Recorder's office.

EXHIBITS:

- A. Location and Photo of Seven Cameras
- B. Insurance Requirements

LICENSEES' SIGNATURE TO BE NOTARIZED

FLOCK SAFETY

By: [Signature] (Signature)
Mark Smith, General Counsel

Dated: 25 SEPTEMBER 2024

Notary Certificate Attached /
Affixed Pursuant:
 CA Ack Code - Gov § 1189
 CA Jurat Code - Gov § 8202

TOWN

By: Nicolle Burnham Katy Nomura
Parks and Public Works Director
Interim Town Manager

Dated: _____

ATTEST:

Approved as to form:

Wendy Wood
Town Clerk

Gabrielle Whelan
Town Attorney

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 MARK SMITH
 2 2216 STERLING AVE
 3 PACIFICA, CA 94044
 4 Execution of License Agreement between Flock Safety
 5 and the Town of Los Gatos

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

Subscribed and sworn to (or affirmed) before me
on this 25th day of September, 2024,
by Mark A. Smith
(1) Mark A. Smith

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.



Signature Krishna Patel
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: License Agreement Betw. Flock Safety Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

EXHIBIT A

Location of Seven Cameras

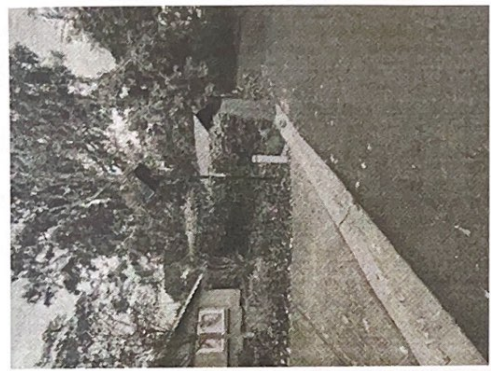
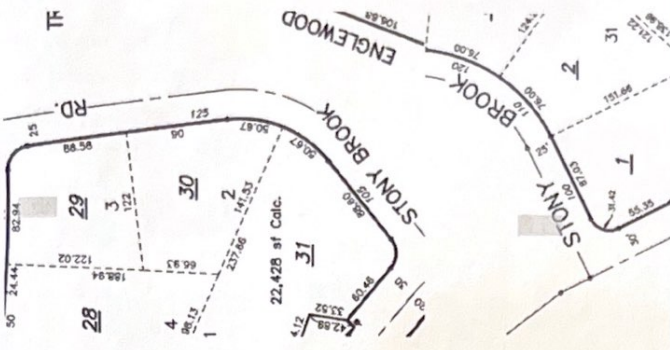
Location No.	Flock Camera Location	Description	Image of Camera	County Assessor's Parcel Maps
1	100 Stoneybrook Road	<p>Camera mounted on a pole installed 3 feet back from back of rolled curb. ROW is 50 foot wide per the County Assessor's Map. Approximate roadway width is 38 feet from back of curb to back of curb. Assuming roadway is centered in ROW, then property line is 6 feet back from back of rolled curb.</p> <p>Pole and camera are located 3 feet in the public ROW.</p>		

Exhibit A – Location and Photos of Seven Cameras


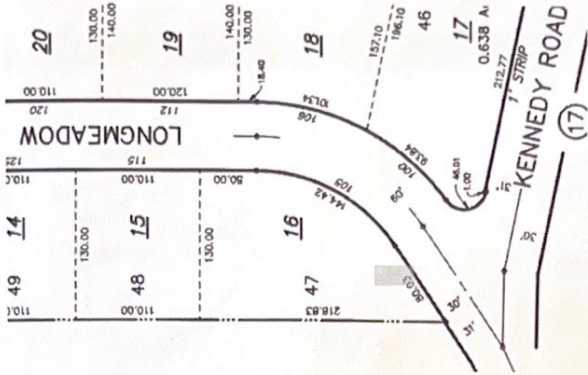
Location No.	Flock Camera Location	Description	Image of Camera	County Assessor's Parcel Maps
2	105 Longmeadow Drive	<p>Camera mounted on a pole 2 feet back from back of rolled curb. ROW is 60 foot wide per the County Assessor's Map. Approximate roadway width is 38 feet from back of curb to back of curb. Assuming roadway is centered in ROW, then property line approximately 11 feet back from back of rolled curb.</p> <p>Pole and camera are located 9 feet in the public ROW.</p>		

Exhibit A – Location and Photos of Seven Cameras


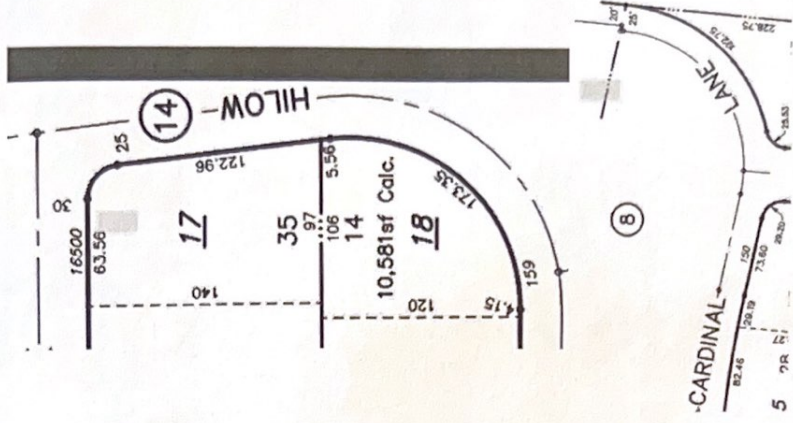
Location No.	Flock Camera Location	Description	Image of Camera	County Assessor's Parcel Maps
3	160 Robin Way (Cardinal Lane/Hilow Road side of residence)	<p>Camera mounted on a pole 2 feet behind the back of curb. ROW is 45 feet wide per the County Assessor's Map - 25 feet west of road centerline, and 20 feet east of road centerline. Roadway width is 36 feet from back of curb to back of curb.</p> <p>If it is assumed that the roadway dimensions are offset from the centerline as shown on the map, meaning that the road is not centered in the ROW, then the property line is 20 feet back from the centerline on the east side, and the pole and camera are located on the property line.</p> <p>If it is assumed that the roadway is centered in the 45 foot ROW, then the property line is 22.5 feet back from the centerline and the pole and camera are located 2.5 feet in the ROW.</p>		

Exhibit A - Location and Photos of Seven Cameras


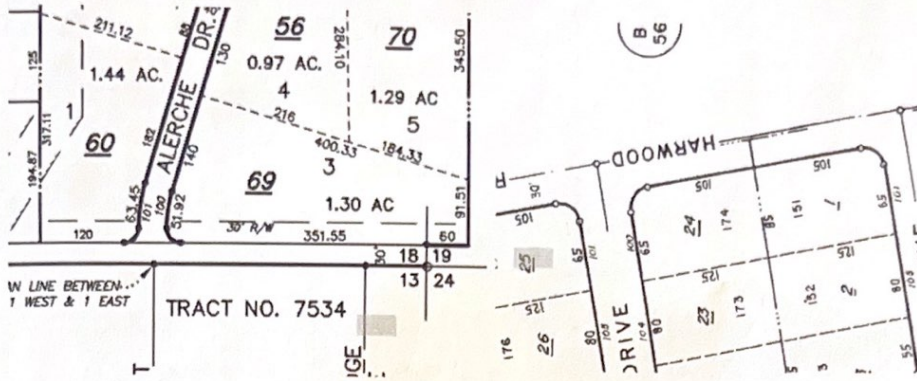
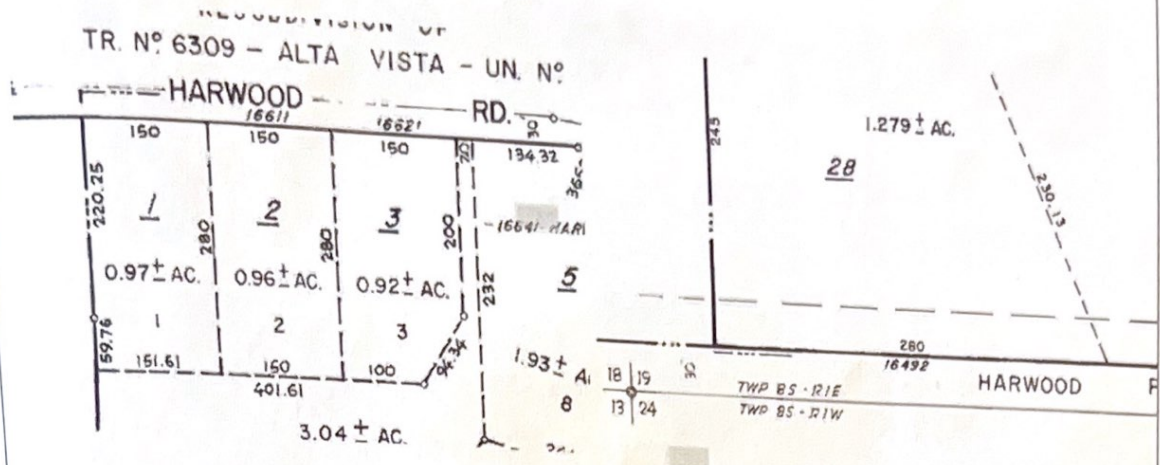
Location No.	Flock Camera Location	Description	Image of Camera	County Assessor's Parcel Maps
4	Harwood (101 Belcrest Drive residence)	<p>Camera mounted on a pole 4 feet back from the back of curb. ROW is 60 feet wide per the County Assessor's Map. Road is offset from the centerline. Assuming the stone fence on the east side of the ROW is on property line, the pole is measured 53.5 feet from the eastern property line.</p> <p>Pole and camera are located 6.5 feet in ROW.</p> <p>Encroachment permit issued for installation at this location but does not address long term occupation of ROW.</p>		

Exhibit A – Location and Photos of Seven Cameras



Camera mounted on a pole 5 feet back from the lip of gutter. ROW is 60 feet wide per the County Assessor's Map. Roadway width is 36 feet from lip of gutter to lip of gutter. Assuming roadway is centered in ROW, then property line is 7 feet back from the lip of gutter.

Pole and camera are located 2 feet in the ROW.

Encroachment permit issued for installation at this location but does not address long term occupation of ROW.

Harwood
(102
Beridge
Drive
residence)

5

Exhibit A - Location and Photos of Seven Cameras

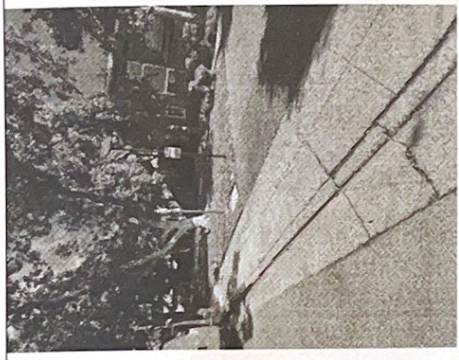
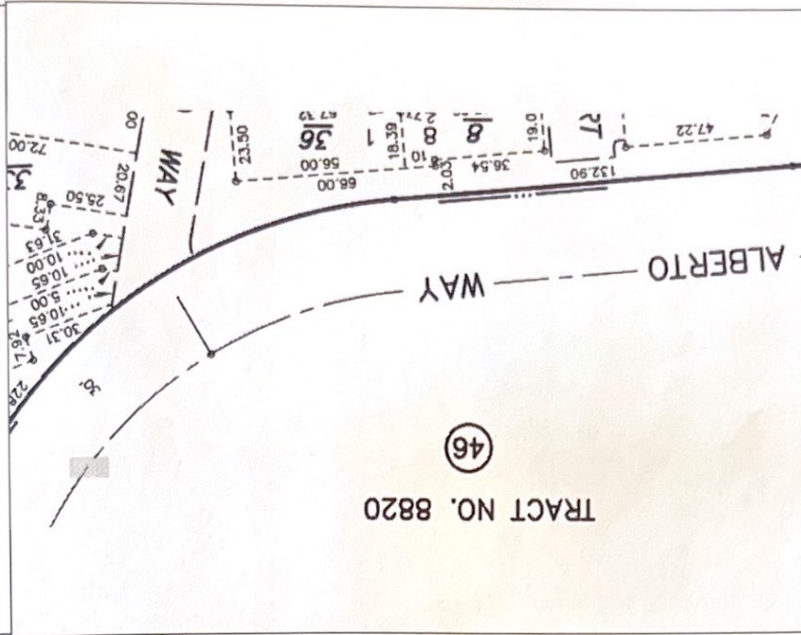
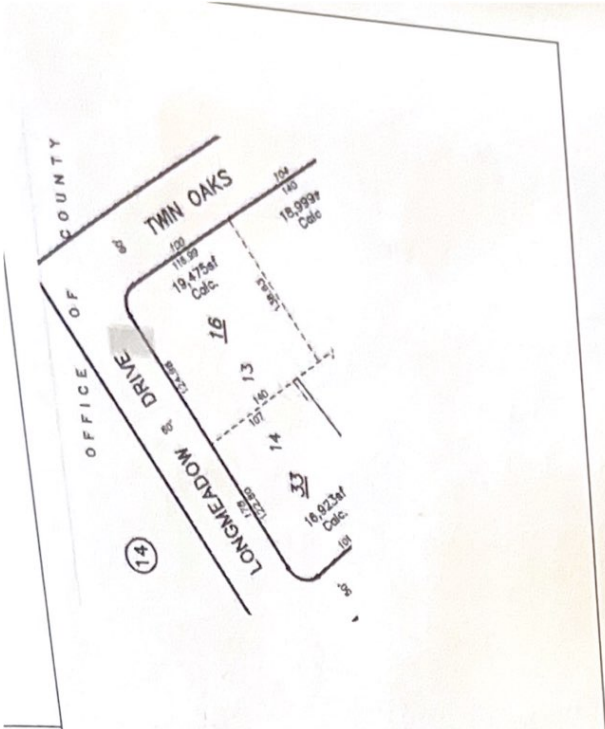
Location No.	Flock Camera Location	Description	Image of Camera	County Assessor's Parcel Maps
6	420 Alberto Way	<p>Camera mounted on a pole 7 feet back from the back of curb. ROW is 60 feet wide per the County Assessor's Map. Roadway width is 38 feet from back of curb to back of curb. Assuming roadway is centered in ROW, then property line is 11 feet back from the back of curb.</p> <p>Pole and camera are located 4 feet in the public ROW.</p>		

Exhibit A – Location and Photos of Seven Cameras

Image of Camera



Location No.	Flock Camera Location	Description
7	188 Twin Oaks Drive	<p>Camera is mounted on a pole 1.5 feet back from the back of curb. ROW is 60 feet wide per the County Assessor's Map. Roadway width is 38 feet from back of curb to back of curb. ROW line is 11 feet back from the back of curb.</p> <p>Pole and camera are located 9.5 feet in the ROW.</p> <p>No Encroachment permit issued for installation at this location.</p>

Exhibit A – Location and Photos of Seven Cameras

EXHIBIT B
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR LICENSEES

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of TOWN's right-of-way. This requirement can be satisfied with a homeowner's insurance policy or excess liability/personal umbrella policy equal with minimum coverage in amounts equal to or greater than the amounts specified below. The cost of such insurance shall be borne by Licensee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence, **plus Umbrella coverage for a minimum of \$2,000,000**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (for lessees with employees).

Other Insurance Provisions:

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

Additional Insured Status

The CITY, its elected and appointed officials, employees and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10

Primary Coverage

For any claims related to this contract, the Licensee's insurance coverage shall be primary insurance as respects the CITY, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by CITY, its elected and appointed officials, employees, and agents, shall be excess of the Lessee's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the CITY.

Waiver of Subrogation

Licensee hereby grants to CITY a waiver of any right to subrogation which any insurer of said Licensee may acquire against CITY by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the CITY.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the Licensee shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its elected and appointed officials, employees, and agents; or the Licensee shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Verification of Coverage

Licensee shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Waiver of Subrogation

Licensee hereby grants to CITY a waiver of any right to subrogation which any insurer of said Licensee may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Special Risks or Circumstances

CITY reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2024

ITEM NO: 10

ITEM NO. 10.

DATE: October 10, 2024
TO: Mayor and Town Council
FROM: Katy Nomura, Interim Town Manager
SUBJECT: Receive a Report and Provide Direction to Staff on Potential Reach Code Modifications

RECOMMENDATION:

Receive a report and provide direction to staff on potential reach code modifications.

BACKGROUND:

On November 15, 2022, the Town Council adopted the 2022 California Building and Fire Codes as required by state law. As part of this adoption, the Town Council chose to address greenhouse gas emissions by approving specific amendments, known as Reach Codes, that created higher environmental standards in building construction, by requiring all new construction and qualifying major remodels to be fully electric. This Reach Code also requires additional Electric Vehicle (EV) charging requirements. These Codes became effective January 1, 2023.

The Reach Code applies to new construction and major remodels for residential and commercial buildings, with exemptions for commercial cooking, gas-dependent processes, emergency services, and if all-electric equipment was deemed cost-prohibitive.

The following table summarizes the key differences between the 2022 State Building Code and the Town’s Reach Code:

Appliance	2022 State Code*	Los Gatos Reach Code
Water Heating	Gas or Electric	Electric Required (All Buildings)
Space Heating	Encourages Electric	Electric Required (All Buildings)
Cooking	Gas or Electric	Electric Required
Outdoor	Gas or Electric	Electric Required

PREPARED BY: Robert Gray
Building Official

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

Appliance	2022 State Code*	Los Gatos Reach Code
Specialized Processes (Industrial / Restaurants)	Gas or Electric	Electric with Exemptions

*Installation of gas outlets serving water heaters, cooktops, and clothes dryers require the installation of electrical circuits for future conversion of fixtures.

Ninth Circuit Ruling on Berkeley’s Gas Ban and Electrification Reach Codes

In April of 2023, a three-judge panel of the U.S. Court of Appeals for the Ninth Circuit held that the plain text and structure of the Energy Policy and Conservation Act (EPCA) preempts state and local building codes concerning the energy use of natural gas appliances, including Berkeley’s building code which prohibits natural gas piping into new buildings and thereby prevents those appliances from using natural gas. On January 2, 2024, the U.S. Court of Appeals for the Ninth Circuit denied Berkeley’s request for review by the full Ninth Circuit and the panel’s decision was reaffirmed.

On July 31, 2024, the Town received correspondence from the California Restaurant Association’s legal counsel regarding the ruling by the U.S. Court of Appeals for the Ninth Circuit. The letter requested that Town Council repeal or suspend enforcement of the Ordinance, make a public announcement of that decision, and direct relevant officials not to apply the Ordinance to building permit applications. It is important to note that the Town’s adopted Ordinance includes exceptions for tenant improvement projects, and non-residential cooking facilities; however, these were both found to be preempted by the EPCA language referenced by the letter.

Based on the Berkeley decision, the Town Attorney is recommending that the Town rescind portions of the Town’s existing Reach Code. This matter has been scheduled for the Town Council meeting of December 3rd. The purpose of this item is to discuss alternatives to the Town’s existing Reach Code so that staff can prepare for the December rescission.

DISCUSSION:

The Town has a responsibility to establish codes and regulations which serve in the best interests of public health, safety, and welfare of the community. The Town Council has repeatedly shown leadership in relevant advancement of codes and regulations that provide clean energy, conservation, and public health to the community we serve. The following discussion presents options including alternative approaches that the Town Council may consider regarding modification of the Town’s existing Reach Code.

Option 1: Repeal Existing Reach Code and Without Adopting Alternative Requirements

The Town Council may elect to repeal portions of the Town’s Reach Code as currently adopted that prohibit gas appliances without adopting any replacement regulations. The 2022 Building Code requires that, when gas connections are installed for water heaters, cooktops, and clothes

PAGE 3 OF 6

SUBJECT: Reach Code Amendments

DATE: October 10, 2024

dryers, equivalent electrical circuits must be included for future conversion to electric fixtures (dual plumbed). Allowing gas appliances would satisfy the ruling of the Berkeley decision; however, it would not achieve the Town Council's goal of reducing greenhouse gas emissions. The Building Code requirement for dual plumbing may independently reduce the number of builders who choose to accommodate gas.

Option 2: Energy Performance Standards Approach

An alternative approach to a Reach Code is the implementation of more stringent energy efficiency criteria, leveraging Title 24, Part 6, of the California Building Standards Code. By setting high performance standards for energy use in new construction and major remodels, buildings are encouraged to adopt all-electric designs to meet the required benchmarks. This approach encourages electrification, reduces greenhouse gas emissions, and improves overall energy efficiency; however, it does not *require* electrification.

Energy Performance Standards can only apply to water heaters, and space heating, and/or space cooling systems, as those are already regulated by the California Energy Commission but cannot regulate other appliances (e.g. cooking). This approach mitigates legal risk by allowing the use of natural gas, if the overall efficiency of the building meets the compliance margin.

Energy performance standards also ensure that buildings are future proofed against rising energy costs and more stringent environmental regulations. This approach requires extensive energy efficiency analysis with each application and will make the building permit review process more complex, requiring additional energy efficiency calculations and reviews. In addition, this approach requires the preparation of a cost effectiveness study by the Town and review and approval by the California Energy Commission (CEC).

This approach has recently been adopted by the City of Cupertino.

In summary, under this approach Town Council would repeal the portion of existing Reach Code that requires all-electric construction, staff would prepare a cost effectiveness study for review and approval by the CEC, then return to Town Council with a more stringent energy efficiency Reach Code that strongly encourages all-electric design for water and space heating systems (but not cooking).

Option 3: Air Quality Approach

An alternative approach to requiring building electrification is to incorporate a ban on nitrogen oxide (NOx)-emitting equipment installed as part of a new construction or qualifying major remodel project. Zero NOx-emitting equipment is defined as any equipment or appliance that emits 0.0 nanograms of nitrogen oxides. Currently, there are no natural gas appliances that meet this standard.

As a group, natural gas building appliances are one of the largest emitters of nitrogen oxides and are known to contribute significantly to the formation of ground-level ozone and particulate matter (PM2.5) in buildings. Exposure to NOx has been linked to coughing, wheezing, difficulty breathing, asthma, and increased susceptibility to respiratory infections. Exposure to particulate matter has been linked to asthma and other respiratory conditions, neurological disease, heart attack, stroke, lung cancer, and premature death.

By focusing on air quality improvements, the Town Council could mandate that all new construction and qualifying major remodels utilize only NOx-free appliances and heating systems, thereby eliminating a significant source of indoor air pollution. Zero NOx-emitting equipment can apply to all appliances (e.g. space heating, water heating, cooking, and clothes drying).

Air quality is regulated by the Clean Air Act (CAA), rather than the Energy Policy and Conservation Act (EPCA). This approach not only aligns with the CAA’s National Ambient Air Quality Standards (NAAQS), it also ensures a healthier living environment for residents and helps mitigate the adverse impacts of climate change.

Although each jurisdiction differs slightly, this approach has been taken by the City of Campbell, the City of Los Altos Hills, and the Bay Area Air Quality Management District (BAAQMD). BAAQMD’s regulations state that only zero-emission, electric water heaters can be sold or installed in Bay Area homes or businesses starting in 2027, and furnaces starting in 2029. Large commercial water heaters will need to be zero-emissions by 2031. BAAQMD estimates that these amendments could prevent up to 85 premature deaths per year, avoid up to \$890 million per year in health impacts, and decrease exposure to PM2.5.

Under this approach, the Town Council would repeal the portion of existing Reach Code that requires all-electric construction and adopt new requirements, mandating that all new construction and qualifying major remodels utilize only NOx-free appliances.

A summary of the options going forward, and the pros and cons of each, is summarized below for ease of reference and comparison.

Option	Pros	Cons
1. Repeal portions of the existing Reach Code and allow natural gas in new buildings and major remodels.	<ul style="list-style-type: none"> <li data-bbox="516 1562 899 1629">• Avoids litigation based on federal law preemption. 	<ul style="list-style-type: none"> <li data-bbox="982 1562 1425 1709">• Allows for continued use of natural gas, contributing to greenhouse gas emissions and poor air quality.

SUBJECT: Reach Code Amendments

DATE: October 10, 2024

Option	Pros	Cons
2. Repeal portions of the existing Reach Code and replace it with an alternative Reach Code using Energy Performance Standards.	<ul style="list-style-type: none"> • Uses established processes through Title 24 of the California Building Standards Code. • Legally sound – Only increases compliance margin. 	<ul style="list-style-type: none"> • Requires cost effectiveness study and California Energy Commission approval. • Requires additional resources and adds complexity during implementation. • Doesn't address stoves, dryers, fireplaces, pool heating, etc. Only addresses space and water heating. • Doesn't prohibit new gas infrastructure.
3. Repeal portions of the existing Reach Code and set a Zero NOx-emitting appliance threshold that regulates Air Quality.	<ul style="list-style-type: none"> • It is comprehensive and can cover any appliance that uses gas and emits NOx. • Simple to enforce and conforms with upcoming BAAQMD regulations. • Does not require a cost effectiveness study or California Energy Commission approval. 	<ul style="list-style-type: none"> • Hasn't been legally tested.

CONCLUSION:

Staff Recommendation

In review of the options and considerations outlined in this report, the Air Quality approach (Option 3) most closely resembles Town Council's prior direction. It provides a more holistic approach that better addresses the overall impacts of emissions, as it offers comprehensive benefits for both the environment and public health. By prohibiting NOx emissions in all new construction and qualifying major remodels, Town Council can directly mitigate these harmful pollutants. This approach reduces respiratory and cardiovascular issues linked to poor air quality, while also supporting broader climate action goals of reducing greenhouse gas emissions. Unlike the Energy Performance Standards approach, the Air Quality approach explicitly targets the elimination of NOx emissions, making it a more effective strategy for protecting both environmental and human health.

Staff recommends that the replacement standards retain the exemptions from the existing Reach Code that allow gas in certain specialized processes and restaurants. These provisions

SUBJECT: Reach Code Amendments

DATE: October 10, 2024

acknowledge the technical or business needs of these industries and will act to minimize the Town's potential legal risk should there be challenges from industry groups.

Based on direction provided by the Town Council on this item, Staff will return to the Town Council with a code amendment repealing and/or replacing portions of our current Reach Code.

COORDINATION:

The Community Development Department coordinated with the Town Attorney's Office in the preparation of this report.

FISCAL IMPACT:

Option #1 and #3 have no fiscal impact, because each involve very minor edits to the Town's existing ordinance.

Option #2 is the most expensive option, because it will require a study to be conducted by a consultant and a more detailed ordinance.

ENVIRONMENTAL ASSESSMENT:

Because the Town Council is providing direction only, and staff will return with a proposed ordinance, this action is not a project subject to the California Environmental Quality Act. (Public Resources Code Section 21065.)



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2024

ITEM NO: 11

ITEM NO. 11.

DATE: October 10, 2024
TO: Mayor and Town Council
FROM: Katy Nomura, Interim Town Manager
SUBJECT: Consider the Following Related to the Town’s Fleet and Equipment:
a. Receive a Report Entitled “Town of Los Gatos Fleet Management Analysis”; and
b. Adopt a Resolution to Modify Town Council Policy 4-05 “Town Vehicle and Equipment Acquisition and Replacement Policy”

RECOMMENDATION:

Consider the following related to the Town’s Fleet and Equipment:

- a. Receive a report entitled “Town of Los Gatos Fleet Management Analysis” (Attachment 1); and
- b. Adopt a resolution to modify Town Council Policy 4-05 “Town Vehicle and Equipment Acquisition and Replacement Policy” (Attachment 3).

BACKGROUND:

The Town of Los Gatos Fleet is operated by the Department of Parks and Public Works. The operation supports the purchase, fit-up, maintenance and management of 122 Town owned vehicles and pieces of equipment. Parks and Public Works conducted a detailed assessment of the Fleet operation through the spring of 2024 (Attachment 1). The estimated replacement value of the vehicle and fleet assets is approximately \$7.9 million as of Fiscal Year 2023/2024.

The assessment included an evaluation of all vehicle and equipment assets owned by the Town; reconciliation and verification of the assets that are on the Town’s equipment replacement list versus the asset management system; an assessment of funding for vehicle replacement; an assessment of staffing levels for the fleet operation; and consideration of the State of California’s Zero Emission Vehicle requirements that have been placed on municipal fleets.

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

Reviewed by: Interim Town Manager, Town Attorney, Chief of Police, and Finance Director

PAGE 2 OF 6

SUBJECT: Receive a Report on Fleet Operations and Adopt a Resolution to Amend Town Council Policy 4-05

DATE: October 10, 2024

DISCUSSION:

Three recommendations were made from the report: 1) Update the vehicle and equipment acquisition and replacement policy; 2) Comply with the State of California Clean Air Board regulations regarding Zero Emission Vehicles; and 3) evaluate staffing levels for mechanics and the fleet operation.

Update Town Council Policy 4-05

Town Council Policy 4-05 addresses the requirements and standards associated with how the Town's fleet is managed for all Departments. This policy has not been modified since 1998. Modifications are proposed to this Policy (Attachment 2 - Redline Policy and Attachment 3 – Resolution with Exhibit A - Updated Policy) to address the following:

1. Type of Assets on Replacement Schedule: The current policy includes an unnecessarily long list of specific assets when they could be grouped more effectively. The proposed changes streamline the list of assets and their respective replacement schedules to reflect more closely the Town's actual needs.
2. Life of Assets: Vehicle technology and manufacturing have changed since 1998, and staff recognizes that vehicles can serve a longer life than in the past. Staff has proposed changes that extend the life of vehicles before replacement is considered. Six years is proposed because that is when most vehicles are removed from warranty and the Town would need to start paying more for repairs. Police patrol vehicle life is increased from three years to five years with this proposed change. Police vehicles are proposed for faster replacement as a reflection of the extensive wear and tear these vehicles experience. Mileage limits were not changed because most Town vehicles do not have high mileage. It is also important to note that age and mileage provide a benchmark at which replacement would be considered but are not the primary considerations of whether an asset is replaced. Actual replacement recommendations are made based on the performance of the asset, its use, maintenance costs, available funding, etc.
3. Hybrids and Zero Emissions Vehicles: The current Policy is silent on the issue of hybrid and zero emission vehicles. Staff highly recommends that the Town consider converting to lower emission vehicles for all vehicle uses and classes whenever possible and the revised policy includes added language to reflect this. The State of California has mandated that all municipal fleets meet certain milestones regarding Zero Emission Vehicles. While this does not apply to all vehicles the Town owns, a stated preference for all Town vehicles to generate lower emission demonstrates the Town's commitment to reducing greenhouse gas emissions overall.

SUBJECT: Receive a Report on Fleet Operations and Adopt a Resolution to Amend Town Council Policy 4-05

DATE: October 10, 2024

4. Addition of Equipment and Vehicles: In general, vehicles and equipment are replaced on a one for one basis, with the older asset being sold at auction after the new one is in service. On occasion, new assets are secured through donation or grant. At present there is no policy that defines whether these assets are added to the Town's replacement list. With this update, staff proposes to clarify that any new asset that is intended to be added to the equipment replacement list must be approved by Town Council so the long-term capital, material costs, and maintenance related staffing costs of the vehicle can be considered before the item is added. In addition, this update clarifies that assets procured through grant or donation will be maintained by the Town but will not be added to the replacement list unless directed by Council. The intent is to manage the number and costs of assets, preventing unintended increases to the asset inventory.

Compliance with California Advanced Clean Fleet Regulations

The State of California Clean Fleet Regulations is an unfunded mandate that requires medium and heavy-duty vehicles to be replaced with zero emission vehicles (ZEV) starting in 2024. The regulation does not require that all vehicles be replaced, but it does require that as new vehicles are purchased, they meet ZEV requirements. Parks and Public Works staff is working diligently to identify paths to compliance with this complex regulation with resources we have available.

Conversion to ZEVs is requiring extra time and attention from the Supervising Mechanic. Specifically, researching available vehicle options that meet the Town's performance needs is a considerable effort. Converting to ZEVs may also require operational changes. For example, during a public works emergency such as winter storms or a potential earthquake, vehicles may be required for 24-hour use. ZEVs won't be able to meet that usage standard so staff may need to consider adding a small number of new medium and heavy-duty vehicles to have in reserve so they can be rotated during an emergency.

Staff is currently working with Pacific Gas and Electric (PG&E) and Silicon Valley Clean Energy to assess the costs associated with installing the charging infrastructure required to operate these vehicles. Costs associated with this will be discussed in the context of other capital needs during development of the Capital Improvement Program.

Evaluate Staffing Levels of Fleet Operations

Parks and Public Works (PPW) maintains all vehicles and equipment for all Town Departments, with PPW and the Los Gatos-Monte Sereno Police Department (LGMSPD) being the largest users of Town Fleet assets. The evaluation in Attachment 1 discusses in detail this program and associated staffing, along with benchmarking against industry standards and nearby

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communities. This benchmarking is presented below in Table 1. Based on this work, it appears the Town of Los Gatos Fleet program is understaffed when compared to other jurisdictions.

Table 1. Comparison of Asset to Staff Ratios

Jurisdiction	All Assets	Staffing Model	Asset to Staff Ratio
Los Gatos	122	1.5	81:1
Campbell	80	2	40:1
Pacifica	117	2	59:1
Napa ¹	400	3	133:1
Hayward	450	8	56:1
Mountain View	582	9.5	61:1

Notes:

1. Napa reported that a consultant study recommended they should have five mechanics, one supervisor and two administrative personnel to meet the demand of 400 assets. This would provide a ratio of 50:1.

Based on the results of the staffing analysis, staff reviewed past staffing in the fleet program as shown in Table 2. The number of vehicle and equipment assets owned by the Town has been relatively stable over this period, ranging from 128 to 145.

Table 2. Staffing History of Fleet Program (Years when Staffing Changes Occurred)

Fiscal Year	Staffing Summary (in FTE)
2008/2009	2.0 Equipment Mechanic; 0.2 Public Works Specialist
2009/2010	1.0 Equipment Mechanic; 0.2 Administrative Secretary; 1.0 Apprentice Mechanic
2010/2011	1.0 Equipment Mechanic; 0.2 Administrative Secretary
2023/2024	1.0 Equipment Mechanic; 0.2 Administrative Assistant; 960 Hours Part-time unbenefited mechanic

The Fleet program performs a broad spectrum of tasks. For new vehicles this includes selecting vehicles for purchase, completing purchasing paperwork, coordinating delivery and fit up of new vehicles, and completing registration and insurance related paperwork. For some vehicles, such as those used for inspectors, the purchase and fit up of vehicles is somewhat similar to that of the personal vehicles that many people own. These vehicles experience normal use and relatively low mileage. As such, their maintenance requirements are generally consistent with private vehicles.

For police vehicles, whether marked or unmarked, the procurement process and maintenance burden is far more complicated. Of the 83 vehicles owned by the Town, 48 are assigned to

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LGMSPD. Procurement of new police vehicles (whether marked or unmarked) requires extensive coordination with the LGMSPD, careful consideration of how emergency response equipment will be stored and used so it is accessible, installation of specialty lights and communication equipment, and special registration requirements. Police vehicles also require more extensive maintenance because they are driven more than most other vehicles and are subject to more intense operating conditions.

The Supervising Mechanic provides coordination and support for maintenance of all vehicles. They also provide perform other tasks such as maintenance and repair of permanently affixed generators, the Town's fuel filling station, and data entry to the asset management system. The majority of non-warranty maintenance related work is performed in-house by the Supervising Mechanic with support of the part-time unbenefited mechanic. Staff is working to optimize the processes used to procure and maintain the Town's assets. This includes setting up processes related to procurement of vehicles and how vehicles are selected and enhancing use of our asset management system to make monitoring of the fleet more effective and to streamline budgeting for future fleet replacements. Despite the efficiencies that may be gained, the fleet operation will remain under-resourced unless operational changes are made. This may include leasing non-police vehicles or adding staff to the fleet team. Staff has discussed the potential addition of a full-time mechanic or of keeping the Supervising Mechanic and creating a Fleet Manager job classification. The Fleet Manager position would provide much needed strategic guidance regarding fleet procurement and compliance with the Clean Fleet regulations.

CONCLUSION:

The Town's Fleet Operation plays a critical role in the Town's operation. Without this critical service, Police Department operations would cease, as would roadway and park maintenance and code compliance services. The regulatory landscape of fleet management is becoming increasingly complex. The intent of this staff report is to raise awareness of this and to begin the work of modernizing the operation by updating Town Policy 4-05.

COORDINATION:

This report was coordinated with Los Gatos-Monte Sereno Police Department, the Finance Department and the Town Manager's Office.

The changes to Town Council Policy 4-05 were considered and recommended by the Policy Committee at its meeting of August 26, 2024.

FISCAL IMPACT:

There is no fiscal impact associated with the recommendations in this report.

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ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Fleet Evaluation Report
2. Attachment 2 – Policy 4-05 Redline
3. Attachment 3 – Resolution to Change Policy 4-05 with Updated Policy as Exhibit A

**TOWN OF LOS GATOS
FLEET MANAGEMENT
ANALYSIS**

Prepared by:
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Parks and Public Works Intern

For:
Los Gatos
Parks and Public Works

June 2024

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Appendices

- Appendix A Fleet Inventory
- Appendix B Vehicle and Equipment Replacement Policy
- Appendix C Preventive Maintenance Cycles

1.0 Introduction

This is a report on the Town of Los Gatos fleet and mechanic department. The purpose of this report is to inform the Town Council, the Town Manager, and the community on the state of the fleet and make recommendations that will enhance the efficiency of the operation. This report also addresses the opportunities and challenges regarding alternative fuel vehicle requirements set by the State of California.

Replacement of fleet assets are funded through the Equipment Replacement Fund (Fund 631). This fund plans for ongoing replacement needs by tracking costs and the schedule for the replacement of assets over \$10,000 in value. Maintenance of these assets, regardless of user department, is completed by Parks and Public Works.

This report is divided into the following major sections: Overview of Fleet Assets, Fleet Replacement Cycles and Funding, Fleet Operations and Maintenance, Future of the Fleet, and Recommendations.

2.0 Overview of Fleet Assets

The Town's fleet is comprised of 132 active assets in the fiscal year 2023/2024, including vehicles, bicycles, fueling systems, generators, other equipment, and trailers. Equipment like generators, trailers, and other equipment (such as chain saws and other small mechanical devices) are included in this analysis because they are owned and operated by the Town and worked on by the Town Supervising Mechanic. Of the 132 assets currently owned by the Town, 122 are items actively used and serviced by Town staff; 83 are vehicles.

The data regarding the fleet throughout this report was collected from Cartegraph, a software that the Town uses to manage work requests and assets. Regarding the fleet, Cartegraph holds and allows for tracking of a wide variety of information, including asset data like the manufacturer and model, operating department, year, classification, and other identifying information. It also allows staff to track maintenance and repair work, costs, vehicle usage, fuel use, and predicts future maintenance according to the assets associated maintenance schedule.

A full list of fleet and equipment assets is in Appendix A. This list includes information on active assets including asset ID description, user department, classification, usage, year, and replacement year, in addition to other information.

Table 1 lists all assets including both equipment and vehicles, while the rest of the report will focus primarily on vehicles and construction equipment as they make up a majority of the fleet and demand the most management and labor costs. The electric vehicle classification contains only fully electric vehicles. Hybrid vehicles are mixed throughout the internal combustion-powered vehicles in the light-duty, police detective, and police patrol classes.

This report will give further information on all alternative fuel vehicles (AFVs) in the fleet and efforts to increase the number of these vehicles in the future below.

Table 1: Asset Classification and Department.

Asset Classification	Parks and Public Works	Police Department	Community Development	Total
Bicycle	2	0	0	2
Electric Vehicle	1	2	0	3
Heavy Truck	4	0	0	4
Light Duty	24	1	7	32
Medium Duty	5	0	0	5
Police Detective	0	14	0	14
Police Motorcycle	0	6	0	6
Police Patrol	0	18	0	18
ATV	2	0	0	2
Construction Equipment	8	0	0	8
Fueling System	4	0	0	4
Generator	3	0	0	3
Shop Equipment	3	0	0	3
Small Equipment	6	0	0	6
Trailer - no motor	9	7	0	16
Trailer - with motor	2	0	0	2
Total	73	48	7	128

Below is a breakdown of what types of vehicles are included in each classification:

Vehicle Classification	Description
Electric Vehicles	Motorcycle, Burden carrier, Parking Enforcement Car
Heavy Trucks	Vac-Con, Street Sweeper, Dump Truck, 10-Wheel Dump Truck
Light Duty	Pick-up Trucks (ex. Ford F250). SUVs, Vans Up to 1 Ton
Medium Duty	F550 Pick-up Trucks, F450 Flatbed Truck, Crew Cab Dump Truck, Ram 5500 Altec Boom
Police Detective	SUVs, Pick-up Trucks, Sedans, Van
Police Motorcycles	Motorcycle, ATV's
Police Patrol	SUVs, Go-4 (Three-Wheel Parking Enforcer)
ATV	ATV, Utility Task Vehicle

Equipment Classification	Description
Construction Equipment	Loader's, Loader Scraper, Paving Box, Brush Chipper, Backhoe, Roller, Forklift
Fueling System	Gas Fuel Dispenser, Diesel Fuel Dispenser, Compressed Natural Gas Station, Fuel Compressor
Generators	Honda Generators, Portable Generator
Shop Equipment	Lube Equipment, Shop Press, Air Compressor
Small Equipment	Hot Water Pressure Cleaner, Sidewalk Grinder, Concrete Saw, Cobra Combi Hammer, Air Compressor, Vibratory Plate

Miscellaneous Class	Description
Bicycle	Large Battery Assisted Bicycle, Small Battery Assisted Bicycle
Trailer with No Motor	Speed Control Displays, Digital Message Boards, Maintenance Utility Toilets, Hydraulic Trailer, Tilt Trailer, Box Trailers, Barrier Trailers, Blazer Trailer, Beavertail trailer
Trailer with Motor	Emulsion Oiler Unit, 300-Gallon Herbicide Sprayer

Table 2 shows the average year age and usage as of February of 2024 for each classification. The usage is based on the lifetime usage of the asset. There are multiple assets classes in which the usage is not tracked.

Table 2: Average Age (as of Spring 2024) and Usage by Classification

Asset Classification	Average Year	Average Age	Average Usage
Bicycle	2018	6 years old	N/A
Construction Equipment	2005	19 years old	N/A ¹
Electric Vehicles	2017	7 years old	N/A
Fueling System	1999	25 years old	N/A
Generators	2002	22 years old	N/A
Heavy Truck	2012	12 years old	28,002 Miles
Light Duty	2013	11 years old	30,759 Miles
Medium Duty	2017	7 years old	17,875 Miles
Police Detective	2016	9 years old	48,459 Miles
Police Motorcycle ²	2020	4 years old	6596 Miles
Police Patrol	2019	5 years old	36,225 Miles
ATV	2007	18 years old	1,056 Hours
Shop Equipment	1992	32 years old	N/A
Small Equipment	2009	15 years old	N/A
Trailers - No Motor	2006	18 years old	N/A
Trailers - With Motor	1993	32 years old	N/A

Notes:

1. There is data collected regarding the usage of construction equipment, but the average is not included due to a major outlier which would heavily skew the data.
2. Does not include three ATVs owned by DART (Asset #'s 4192, 8701, 8702). Town stores these at PPW Yard but does not maintain them.

The usage of an asset in mileage or hours plays an important role in understanding the life stage of that asset. The mileage of a car indicates the next preventative services it requires and when. Mileage also plays a factor in when an asset will need to be replaced. The current replacement policy provides a general guideline as to when vehicles and equipment should be replaced based on years and usage. The replacement policy provides other deciding factors in addition to the replacement cycle which is explained in the associated section below.

Table 2 shows that on average, the equipment tends to be older than the vehicles in the fleet. Many factors play into this occurrence, including the fact that some equipment tends to last longer than vehicles, most equipment is used less, and the vehicles have shorter replacement cycles. In general, it is positive that the equipment lasts this long, though it does bring up the questions of whether newer models may be more efficient or whether some pieces of equipment are being used enough to justify their position in the fleet.

As shown in the chart, the police vehicles have the highest average usage. Many of these vehicles are used for multiple shifts a day, leading to higher mileage.

3.0 Fleet Replacement and Funding

3.1 Town Policy 4-05

The Town Vehicle and Equipment Acquisition and Replacement Policy (Town Council Policy 4-05) (Attachment B) was put into place to set specific procedures for both the acquisition and disposal of vehicles and motorized equipment that is used by the Town of Los Gatos. This policy is broken up into sections including a replacement guideline, Cooperative Purchasing Program, Specifications, Vehicle and Equipment Disposal, and Responsibility. This policy was last revised on May 26, 1998.

Policy 4-05 recommends replacement cycles for different vehicle and equipment types. Most cycles include years and/or usage and provides for the following other factors to be considered when deciding whether to replace equipment:

1. Overall conditions of vehicle or equipment.
2. Repair records.
3. Vehicle efficiency and safety.
4. Service life related to extended use in other departments.

Policy 4-05 calls for Parks and Public Works Department to review all specifications for vehicles and equipment, and determine the replacement priorities based on user need, operating costs, safety factors, life expectancy, new technology, availability, and cost.

In some regards, this policy is outdated and does not reflect the fact that modern vehicles can last longer than those of the late 20th century, when operated in normal conditions.

3.2 Fleet and Equipment Replacement Process

As the budget is being built each fiscal year, decisions are made regarding which vehicles and pieces of equipment will be replaced. While an asset may be identified as being ready for replacement by the replacement cycle, this does not necessarily mean it will be replaced in the next fiscal year. These decisions are made based on need, condition, usage (miles/hours), and/or maintenance history. During this evaluation it may be decided that assets need to be replaced sooner than anticipated, or the replacement can be delayed. Assets with low usage and in good condition may be less of a priority to replace.

Fleet assets are procured through either a bidding process or more often, statewide contracts. Statewide contracts allow the Town to purchase vehicles from a variety of dealers that have a contract with the State of California to sell vehicles and/or equipment at a set price. This means Los Gatos, and other jurisdictions can purchase vehicles without having to collect repetitive bids, which saves staff time and effort.

3.3 Challenges with Fleet Procurement

There are multiple challenges with fleet procurement. Since the pandemic, there have been increased computer chip shortages and supply chain issues that make getting vehicles more difficult. For example, a purchase order for a Ford police interceptor was reassigned by Ford from 2022 to 2023, then later to 2024. This was due to lack of chip availability and demand from larger jurisdictions. These reassignments, combined with the added time it takes to install all the required specialty equipment for emergency vehicles dramatically delayed the time it took for the vehicle to be in the Town's possession and ready to be actively used.

Another challenge regarding fleet procurement comes from the manufacturer ordering periods. Due to the issues listed above there may be a limited supply, particularly in the police vehicles the Town tries to order. The limited production of these vehicles has influenced how long the ordering window for a vehicle is open. Once the ordering window closes, the next opportunity to order that vehicle may not be for another year. The ordering window for that year may not coincide with the fiscal year in which the vehicle is to be replaced. This means that on certain occasions the purchase of a vehicle must be expedited to receive the vehicle within the fiscal year it was intended to be replaced. To expedite this purchase, the Parks and Public Works Department must seek authorization from Town Council outside of the budget process.

This recently occurred in February of 2024 when the purchasing window for a Ford police interceptor opened. Because this type of vehicle was up for replacement in Fiscal Year 2024/25, the purchase was expedited to avoid missing the ordering window and pushing back the replacement of the vehicle.

3.4 The Future of Fleet Replacement

The Clean Fleets Regulation, which is explained later in the report, will heavily affect future replacements of medium and heavy-duty trucks. Beginning in 2024, 50% of the replacement of these trucks, when purchased by the Town, must be zero-emission vehicles (ZEVs), increasing to 100% by 2027. This will affect the replacement of vehicles in the future because these vehicles are more expensive than internal combustion vehicles. This will need to be considered during the budget process to ensure there is adequate funding. The replacement of internal combustion vehicles for ZEVs will also be affected by the availability of ZEVs. There are fewer options to choose from, though these options are expected to increase as demand increases. With limited options, and this regulation being enforced across California, it will likely be more difficult to replace these vehicles.

3.5 Funding

As mentioned above, the replacement of vehicles and equipment is funded through the Vehicle and Equipment Replacement Fund (Fund 631), which tracks costs and the

schedule for ongoing replacement needs. The source of this fund is internal service charges from the Departments that utilize vehicles and equipment.

The annual budgeted amount is determined based on the projected replacement schedule for the current and future fiscal years. Finance and PPW work together to maintain a master inventory of the various fleet items and their projected replacement date which is what is used to project the demands on this fund.

When predicting replacement costs, the original purchase price of the asset becomes the baseline cost with a standard annual inflation factor incorporated to determine the estimated replacement cost in future years. This fund is intended to avoid single year spikes in funding or years in which funding is unable to accommodate the needs. The fund also considers escalation in prices in vehicles themselves due to procurement challenges, as well as the increased costs due to special equipment requirements for police vehicles.

Since Fund 631 is intended to support the procurement of any equipment valued in excess of \$10,000 certain other equipment, such as large generators and certain safety related equipment, are sometimes funded from this account.

4.0 Fleet Operations and Maintenance

As noted earlier, the Parks and Public Works Department performs maintenance on all fleet assets including vehicles and equipment. Funding for staff salaries and associated staff costs for equipment is via the Town's General Fund (Fund 5406). Charges associated with maintenance (parts, materials, off-site labor if needed) are Paid through internal service charges to the user departments.

Most of the mechanic work is done in-house including preventative maintenance and repairs. Appendix C provides the Town's preventative maintenance schedule and the associated asset classification.

Most outsourced work includes the up fitting of police vehicles. This up-fitting includes the installation of lights, sirens, push bumper, interior cage, wiring, radio console, MDC (mobile digital computer), and camera equipment. The work for fit up is coordinated by the Town's mechanic.

Other outsourced work is less common but may occur in a situation when it would be less efficient to do it in-house. For example, transmission replacement is such a time-consuming task, especially considering the limited in-house staffing, that if this were needed it would be outsourced.

4.1 Routine Maintenance

Staff uses the Cartegraph asset management system to manage, schedule and track routine maintenance tasks. The maintenance schedule varies by vehicle and the asset

management system accounts for that variation. Additionally, the State of California requires that vehicles regulated under the Basic Inspection of Terminals (BIT) Program be inspected at least every 90 days. These vehicles include trucks with three or more axles that are more than 10,000 pounds Gross Vehicle Weight Rating, truck tractors, dollies, and trailers that are used in combination with the applicable trucks. The Town currently owns 12 assets that fit these criteria including four heavy trucks, five medium duty trucks, and three trailers.

In the fiscal year 2022/2023, there were 353 routine preventative maintenance work orders completed.

4.2 Non-Routine Maintenance

In addition to the routine preventative maintenance work noted above, in Fiscal Year 2022/23 PPW mechanics completed:

- 64 Repair Work Orders
- 10 Miscellaneous Work Orders

There were seven repair work orders performed on vehicles that have since retired, including one Parks and Public Works truck, and three police vehicles. The miscellaneous work orders include wiper blade installations, other installations such as a light bar or safety marker indications, and preparing a vehicle for retirement.

4.3 Costs

The costs associated with each work order are recorded in Cartegraph. These costs include materials, labor, and other costs. Other costs are defined as costs that come from parts or materials that are either not in the Cartegraph system, or not in the inventory and need to be manually entered.

Table 3: Cost of Maintenance by Vehicle Classification

Asset Classification	Material Costs FY 22/23	Labor Costs FY 22/23	Other Costs FY 22/23	Total Costs FY 22/23
Bicycle	\$0	\$0	\$0	\$0
Electric Vehicles	\$0	\$0	\$0	\$0
Heavy Truck	\$1,168.97	\$12,559.24	\$3,058.07	\$16,786.28
Light Duty	\$2,026.98	\$30,326.17	\$5,043.80	\$37,396.95
Medium Duty	\$391.99	\$8,331.97	\$2,540.76	\$11,264.72
Police Detective	\$603.41	\$14,826.13	\$4,050.45	\$19,479.99
Police Motorcycle	\$17.99	\$2,695.66	\$1,106.43	\$3,820.08
Police Patrol	\$1,824.09	\$23,280.70	\$4,292.11	\$29,396.90
ATV	\$11.87	\$1,347.83	\$394.41	\$1,754.11
Construction Equipment	\$727.22	\$11,272.76	\$722.76	\$12,722.74
Fueling System	\$0	\$0	\$0	\$0
Generators	\$35.85	\$490.12	\$43.84	\$569.81
Shop Equipment	\$0	\$0	\$0	\$0
Small Equipment	\$0	\$0	\$0	\$0
Trailers - No Motor	\$0	\$12,436.74	\$0	\$12,436.74
Trailers - With Motor	\$0	\$1,470.36	\$0	\$1,470.36
Total	\$6,808	\$119,038	\$21,253	\$147,099

Table 3 shows the material, labor, and other costs associated with each classification of asset for the fiscal year 2022/2023. As shown in this table, the light-duty vehicles have the highest total costs for the represented fiscal year. This is because there are more light-duty vehicles than any other class, making up 25% of the fleet.

The second highest costs come from the police patrol vehicles. Police vehicles have shorter maintenance cycles than other passenger vehicles in the fleet. They are also modified with equipment that increases their weight, which increases wear and tear. Police vehicles are often used for multiple shifts in a day and spend time idling which can have a negative effect on the vehicle, especially when done in excess.

4.4 Fleet Staffing

Most of the preventative maintenance and repairs are completed by the Town's one full-time mechanic with the support of one part-time unbenefited mechanic.

The mechanics keep track of how many hours of labor it takes to complete each work order, but there are many tasks that need to be done that do not include preventative maintenance and repairs. Hours spent working directly on an asset are tracked and input to Cartegraph. In this manner staff can determine the cost to maintain and operate each vehicle.

The management of the Town's Fleet requires a significant amount administrative time that is not tracked in Cartegraph. Examples of these administrative duties include:

- Entering work into Cartegraph
- Ordering parts and keeping an inventory
- Researching vehicle specifications
- Getting quotes for vehicle repair and replacement
- Coordinating vehicle registrations with Department of Motor Vehicles
- Coordinating insurance for all vehicles
- Emission testing of vehicles
- Council memos for procurement of vehicles or other fleet assets
- Meetings (ex. vehicle and equipment replacement meetings)
- Handling permits (ex. underground storage tank permits, hazmat permits)

There are also other tasks that are not entered into Cartegraph for several reasons. This may be because it is not a planned task, or it is not expected to be very time-consuming to complete. There are also instances in which there is no task option to enter them under. These tasks include:

- Working on assets that are not included in Cartegraph (ex. weed whackers, lawn mower, generators, etc.)
- Drive-up repairs (light bulb out, tire pressure check, loose parts on vehicle)
- Driving to pick up parts for drive up or other repairs
- Picking up and dropping off vehicles (ex. to get police vehicle upfitted with specialty equipment)
- Troubleshooting issues with other equipment (ex. Fuelmaster chip key system)
- Maintenance of the fuel island

Asset to Mechanic Ratio

The Town of Los Gatos owns 122 assets that require regular maintenance. This includes 83 vehicles, eight pieces of construction equipment, plus various trailers, generators, and miscellaneous equipment. Small equipment such as blowers, chainsaws, weed whackers, etc. are not included in this count. With one full-time and one part-time mechanic, the Town's asset to mechanic ratio is 73/1. The administrative work is performed by the full-time mechanic.

Table 4. Comparison of Staffing Models and Asset:Staff Ratios

Jurisdiction	Assets	Staffing Model	Asset:Staff Ratio
Los Gatos – all assets	122	1.5	81:1
Los Gatos – vehicles and construction equipment only	91	1.5	61:1
Campbell	80	2	40:1
Pacifica	117	2	59:1
Napa ¹	400	3	133:1
Hayward	450	8	56:1
Mountain View	582	9.5	61:1

Notes:

1. Napa reported that a consultant study recommended they should have five mechanics, one supervisor and two administrative personnel to meet the demand of 400 vehicles. This would provide a ratio of 50:1.

Data from this variety of jurisdictions shows a wide range of asset-to-mechanic ratios, though there is a main common factor. Except for Los Gatos and Napa, most jurisdictions have administrative staff that support the fleet program and/or Fleet Managers that can handle the administrative burden of this work, allowing their mechanics to provide more direct labor on vehicles.

4.5 Fuel Usage and Efficiency

Fuel is procured through a bidding process, with three bids secured and the lowest cost provider supplying fuel to the Underground Storage Tanks located in the Parks and Public Works yard.

The Fuel Master™ system electronically tracks the usage of each asset. Most assets have a transponder that allows the system to automatically track fuel use and upload the data to Cartegraph. Other assets have a chip key that requires manual entry of the mileage or hour usage data as well as filling. Fuel usage data for the Fiscal Year 2022/2023 is shown in Table 5.

Table 5: Average Fuel Consumption

Asset Classification	Average Fuel Consumption FY 22/23
Construction Equipment ¹	105.38 gallons of diesel ²
Heavy Trucks	1161.23 gallons of diesel
Light Duty ³	262.91 gallons of unleaded
Medium Duty ⁴	501.73 gallons of unleaded
Police Detective ⁵	372.22 gallons of unleaded
Police Motorcycle	12.02 gallons of unleaded
Police Patrol	1015.34 gallons of unleaded

Notes:

1. Does not include one unleaded asset that used 45.6 gallons and one asset that uses liquid propane.
2. This includes one asset that consumed zero gallons of fuel.
3. Does not include one diesel vehicle that used 52.1 gallons.
4. Does not include one diesel vehicle that used 226.9 gallons.
5. Does not include one diesel vehicles that used 32.3 gallons.

Table 6 shows the average fuel consumption for the fiscal year 2022/2023 by asset classification. The average fuel consumption for the heavy truck classification is so high largely due to the street sweeper which is used heavily throughout the year and consumed a total of 3,489 gallons of diesel fuel in the fiscal year, the most out of any asset. The next highest fuel consumption average comes from the police patrol vehicles due to their high usage each year. The table does not include an average for ATVs because there is only data for one of the two vehicles.

Total Fuel Consumption

The Los Gatos Town Fleet used a total of 39,131.6 gallons of fuel during the fiscal year 2022/2023. This includes 6,161.3 gallons of diesel fuel and 32,970.3 gallons of unleaded fuel. The average cost of diesel was \$4.76 per gallon and unleaded was \$4.20 per gallon.

5.0 The Future of Fleet**5.1 Alternative Fuel Vehicles**

There are currently 19 hybrid vehicles, two electric cars, and one electric motorcycle in the Town of Los Gatos Fleet. This means that out of the 83 vehicles, AFV's make up 26% of the vehicles in the fleet.

Table 6: Alternative Fuel Vehicles by Department

Department	Hybrid	Electric
Police Department	11	2
Community Development	6	0
Parks and Public Works	2	1

Table 6 shows the breakdown of how many hybrid and electric vehicles belong to each department. Out of the 11 hybrid vehicles in the Police Department, six are police patrol and five are police detective vehicles. There is one electric parking enforcement car and one electric motorcycle in the Police Department. The electric car in the Parks and Public Works Department is a burden carrier. None of the hybrid vehicles in the current fleet are plug-in hybrids.

Lack of charging infrastructure combined with limited market inventory does limit the amount of electric vehicles that the Town can own. Staff is working with Silicon Valley Clean Energy to assess the cost of adding charging ports and to identify potential grants to offset this capital expense.

5.2 Advanced Clean Fleets Regulation

The Advanced Clean Fleets Regulation was set by the California Air Resources Board (CARB) and affects several fleet operations including local governments. This regulation is intended to play a part in the overall approach to transition to zero-emission medium and heavy-duty vehicles (ZEV). This regulation went into effect on January 1st, 2024. This regulation affects all medium and heavy-duty on-road vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 pounds, off-road yard tractors, and light-duty mail and package delivery vehicles. An annual compliance report must be submitted each year by April 1st until the year 2045.

This regulation requires that 50 percent of vehicle purchases of medium and heavy-duty vehicles are zero emissions beginning in 2024, and 100 percent of these purchases are zero emissions by 2027. Until the year 2035, near-zero emission vehicles will qualify as ZEVs for this regulation. A near-zero emissions vehicle is a vehicle that combines a conventional gasoline, diesel, or natural gas-powered engine with a battery that can be recharged from the electrical grid and can operate like a ZEV for a minimum number of miles. The Town can continue to use the internal combustion engine vehicles that are already present in the fleet for as long as necessary as there is no forced retirement of older vehicles.

The Advanced Clean Fleets Regulation currently applies to 26 vehicles in the Town of Los Gatos Fleet, which is almost 30% of all vehicles according to the current makeup of the fleet. This means that Los Gatos needs to plan on ensuring there is adequate infrastructure to accommodate these vehicles to be replaced by ZEVs over time, plus the light-duty passenger vehicles that will eventually be converted to ZEVs. The Town may

also need to accommodate for the growing number of ZEVs driven by the public which will require increased public charging availability.

The Town may choose to opt into an alternative compliance pathway called the Milestones Option. This option allows the owner of the fleet to phase in ZEVs to the fleet based on the type of vehicle. The Milestones Option requires that a certain percentage of the fleet needs to be made up of ZEVs rather than purchases. There are three groups that have different percentage requirements depending on the year. This option requires that 100% of the fleet's medium and heavy-duty vehicles are ZEVs by 2042. While the Town can opt into this pathway any time before January 1st, 2030, once the Milestones Option is chosen, the Town is unable to switch back to the original option.

Exemptions and Extensions

While there are many options of ZEVs available to purchase, some specific models may not be available yet. There will be a list of vehicles that are not available as ZEVs or near ZEVs on the California Air Resources Board's website no later than January 1st, 2025. If the town needs an exemption before the list is available, or if an exemption is needed for a vehicle not on the list the Town can apply for an exemption. This exemption is only needed if the fleet cannot otherwise meet the ZEV targets.

There are other exemptions including daily use, backup vehicle, and mutual aid assistance exemptions, though these do not closely align with the Town's needs.

There are also two types of ZEV infrastructure delay exemptions. These exemptions can be granted due to either a construction delay that is out of the Town's control, or if the electric utility provider is unable to provide the requested power to the intended charging site. Both these extension applications require supplemental information, including a construction permit or documentation from the utility that is dated a year before the compliance date. The application for either of these extensions must also be submitted at least 45 days before the next applicable compliance deadline for CARB to consider the request.

Compliance

To comply with the regulation, the Town was required to upload detailed information regarding the fleet to a CARB database. The reporting deadline for this was February 1, 2024. Because the Town is not opting into the Milestones Option, it must ensure that 50% of medium and heavy-duty vehicles purchased are ZEVs or Near ZEVs each calendar year, with this percentage increasing to 100% by 2027. There are currently three different vehicles that meet these requirements that are up for replacement in 2025. This means that two of these purchases must be ZEVs or near ZEVs, if a ZEV option is available for that vehicle.

Charging Infrastructure

To comply with this regulation, the Town needs to ensure that there is adequate ZEV infrastructure to support an expanded ZEV fleet. There is an additional regulation called the Light-Duty Zero Emission Vehicle Sales Requirement that will eventually increase the need for this infrastructure as well. This regulation requires that all in-state sales of new light-duty passenger vehicles in California must be ZEVs by 2035. Both regulations were a part of Governor Gavin Newsom's Executive Order N-79-20 which puts the state on a path to carbon neutrality by 2045.

There are several factors that the Town must consider when planning for this EV Infrastructure. One factor is the site selected and its electrical/grid capacity, and available space. This planning could also include long-term thinking to accommodate for future requirements that may increase the vehicles the site will need to accommodate. The Town must also understand how many vehicles there are, what type they are, and how much they will be used. This information can help the Town decide what type of fueling is necessary. The town may need a hydrogen fueling station or electric charging. When it comes to electric charging, there are multiple levels of options that have different requirements and work at different speeds. The town should also pay attention to any grants or incentives that may be available to help fund the infrastructure project.

Advantages

There are many advantages to incorporating ZEVs into the Town fleet. One advantage is the reduction of greenhouse gas emissions, which is the main component of the Governor's executive order. In California, the transportation sector is responsible for more than half the state's greenhouse gas emissions, posing a major risk towards the environment and public health. These regulations gradually phase in ZEVs to address these issues without requiring vehicle owners to give up the vehicles they already own.

Another advantage to ZEVs is that they tend to require less maintenance than vehicles with internal combustion engines. This is because they have far fewer moving parts and fewer fluids, like engine oil, that require regular maintenance. Additionally, the regenerative braking system has the potential to prolong the life of the brakes while extending the vehicle's driving range. This is because the ZEV regenerative braking system captures the kinetic energy of light braking and stores it in the battery, not only providing a slight increase in charge, but also producing less wear and tear on the friction brake system.

Not only can the implementation of ZEVs save money by requiring less maintenance, but they also can save money from lower fueling costs. This means that in the long run, ZEVs tend to cost less than internal combustion engine vehicles.

Challenges and Disadvantages

There are also many challenges when it comes to implementing ZEVs into the fleet. Some of these issues come from the vehicles themselves, and others come from the wide preparation and planning effort they require.

The first disadvantage of ZEV cars themselves is that there are fewer choices at this point in time. While this is bound to change, in part due to these regulations, the lack of options can be a disadvantage, especially when considering that medium and heavy-duty vehicles in the fleet are used for specific duties and may require specific modifications.

These vehicles also tend to be more expensive to purchase than internal combustion engine vehicles. There is a higher upfront cost, though the savings on maintenance and fuel are thought to make up for this cost in the long run.

Another challenge is that ZEVs tend to have a shorter range than an internal combustion engine car, though this is another factor that will likely improve as more models are manufactured and the batteries advance. This shorter range becomes a further inconvenience when paired with the significant increase in refueling time. While an internal combustion engine car can refuel in a couple of minutes, ZEV refueling time heavily depends on what type of charger is being used.

For example, when charging a 2023 Ford F150 Lightning the fastest option is the level 3 DC Fast Charger which takes the battery from 15% to 80% in less than an hour. The next option available, which is less expensive, is the level 2 charging station, which get the vehicle to fully charged in approximately 10 hours. This is a significant difference when comparing ZEV's refueling time to other vehicles, requiring significant planning regarding how many chargers will be needed and which type of chargers will be installed. The Town will need to pay attention to how much each vehicle is used, when they can be charged, and how long that will take depending on the vehicle and type of charger available.

The required charging infrastructure can also be very expensive to install and take significant time to plan and construct. There are a variety of grants and incentives available to help fund this infrastructure project. The [Funding Finder](#) tool can be used by fleet owners to search for funding for ZEV and infrastructure projects.

While the decreased maintenance of ZEVs is seen as an advantage, there may be challenges when it comes to required maintenance and repairs. This is because of the different parts that ZEVs use compared to internal combustion engine vehicles. These parts may require specialty skills and equipment that many current mechanics do not possess. The mechanics may need to be trained to safely complete this specialty maintenance and repairs.

5.3 Leasing

Some agencies, including Campbell, California have decided to lease fleet vehicles. A benefit of leasing vehicles includes the ability to normalize spending through consistent payments rather than buying vehicles outright. Leasing also allows for the fleet to receive newer vehicles that may be more efficient and cost less to maintenance than aging vehicles. In addition, newer vehicles are more likely to be under warranty when repairs are needed, freeing up some time for the Town mechanics.

On the other hand, owning a vehicle allows the Town to maximize its life usage rather than consistently replacing it. Owning the vehicles also means that any modifications can be made, which may not be possible with a leased vehicle. This may be important when considering the different specifications that are required for some of the Town's vehicles.

6.0 **Recommendations**

6.1 Update Vehicle and Equipment Acquisition and Replacement Policy

The current asset replacement policy is outdated and should be revised and updated to better represent the current and expected makeup of the fleet. The replacement cycles of assets should be re-evaluated to ensure that they accurately represent the life cycle of current, newer assets. Any assets the Town no longer will own, or plan to own should be removed from the replacement cycle. The disposal section of the policy should be revised to include the main method of disposal of auctioning off assets and take out any methods that are no longer being used. The new policy should also mention the future ZEV vehicle replacements that are required.

6.2 Evaluate Mechanic Staffing Level

The Town should evaluate the mechanic staffing level to ensure the staff can adequately meet the needs of the fleet. While there is a range in asset to mechanic ratios from other jurisdictions in the staffing section, when comparing the Town to areas with fleets that are similar in size, it is shown that additional help is needed. This could be in the form of an additional full-time mechanic, or a position to take over the administrative duties, similar to the other organizations represented. This staffing need will be exacerbated with the need to comply with the CARB regulation, which will require significant effort.

6.3 Keep Track of Clean Fleets Regulation

The Town should continue to keep track of what vehicles are included in this regulation as they are replaced to ensure the Town complies. The Town should also pay attention to which vehicles have exceptions each year with the original list provided by CARB by

January 1, 2025. It may also be beneficial to look at whether it is possible to downsize any vehicles that the regulation covers before it is replaced. Leasing vehicles may be one path to compliance with this regulation since the lease agency would provide advice regarding compliance.

Fleet and Equipment Inventory List 2024
Town of Los Gatos

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Town Fleet ID	Model Year	Manufacturer	Model	Description	Department	Type	Equipment Classification	Projected Potential Replacement Year
4048	1982	N/A		SHOP LUBE EQUIPMENT	Vehicle Maintenance	EQUIPMENT	Shop Equipment	
5095	1982	ZIEMAN	2325	TILT TRAILER	PPW General	TRAILER	Trailers - No Motor	
8401	1984	MAGLINE	HYDR	MAGLINE HYDR TRAILER	Parks	TRAILER	Trailers - No Motor	
8405	1984	N/A		SHOP PRESS	Vehicle Maintenance	EQUIPMENT	Shop Equipment	
4106	1985	DIAMOND BILT	PM230T-D	EMULSION (OILER) UNIT	PPW General	EQUIPMENT	Trailers - With Motor	
8701	1987	YAMAHA	YFM350ERT	MOTO-4 (DART)	Police Department	MOTORCYCLE	Police Motorcycles	
8702	1987	YAMAHA	YFM350ERT	MOTO-4 (DART)	Police Department	MOTORCYCLE	Police Motorcycles	
4192	1991	YAMAHA	YFM350XB WARRIOR	ATV(DART)	Police Department	MOTORCYCLE	Police Motorcycles	
4195	1994	LAYTON	D550	PAVING BOX	PPW General	EQUIPMENT	Construction Equipment	
6159	1995	BOMAG	BW137AD	ROLLER	PPW General	EQUIPMENT	Construction Equipment	
4209	1997	FERMEC	640	4WD LOADER SCRAPER	Parks	EQUIPMENT	Construction Equipment	
9701	1997	HONDA	EM2500	GENERATOR	PPW General	EQUIPMENT	Generators	
9802	1998	FUELMAKER	FM-4	FUEL COMPRESSOR	Vehicle Maintenance	EQUIPMENT	Fueling System	
4218	1999	MECO	M35ST	CONCRETE SAW	PPW General	EQUIPMENT	Small Equipment	
4219	1999	HUSKY HAULER	ED'S HEAD	MAINT. UTIL. TOILET	Parks	TRAILER	Trailers - No Motor	
5903	1999	CHEVROLET	2500 SUBURBAN	SUV (DART)	Police Department	SUV	Light Duty	
9901	1999	WACKER	WP1550	VIBRATORY PLATE	PPW General	EQUIPMENT	Small Equipment	
1	2000	N/A		GAS DISPENSER ON FUEL	Vehicle Maintenance	EQUIPMENT	Fueling System	
2	2000	N/A		DIESEL DISPENSER ON FUEL	Vehicle Maintenance	EQUIPMENT	Fueling System	
4224	2000	J. BEAN	DM10E300S	300 GAL HERBICIDE SPRAYER	Parks	EQUIPMENT	Trailers - With Motor	
5874	2000	FORD	F350	PICKUP TRUCK	Vehicle Maintenance	TRUCK	Light Duty	
4231	2001	VERMEER	BC1250A	BRUSH CHIPPER	Parks	EQUIPMENT	Construction Equipment	2025
4235	2001	ZIEMAN	1155 Tilt TAGALONG	TILT TRAILER	PPW General	TRAILER	Trailers - No Motor	
4242	2001	HUSKYHAUL	ED'S HEAD	MAINT. UTIL. TOILET	PPW General	TRAILER	Trailers - No Motor	
4243	2001	YAMAHA	YFM600FNE	ATV	Parks	MOTORCYCLE	ATV	
5882	2001	FORD	F350	PRESSURE WASHER	PPW General	TRUCK	Light Duty	2026
5884	2001	STERLING	LT9500	10 WHEEL DUMP	PPW General	TRUCK	Heavy Trucks	2026
5889	2001	FORD	F350	STENCIL (PAINT) TRUCK	PPW General	TRUCK	Light Duty	2025
201	2002	HONDA	EU3000	GENERATOR	PPW General	EQUIPMENT	Generators	
5896	2002	JOHN DEERE	310SG	BACKHOE	PPW General	EQUIPMENT	Construction Equipment	2026
5917	2003	FORD	RANGER	PICKUP TRUCK	Engineering	TRUCK	Light Duty	
5925	2004	CHEVROLET	SILVERADO	PICKUP TRUCK - UTILITY	Facilities	TRUCK	Light Duty	
5926	2004	CHEVROLET	SILVERADO	PICKUP TRUCK - UTILITY	Parks	TRUCK	Light Duty	
4290	2006	ISUZU	DCA70SSIC-70KVA/56KW	GENERATOR - PORTABLE	Facilities	EQUIPMENT	Generators	
5933	2007	FORD	ESCAPE XLS 2WD	SUV	Community Development	SUV	Light Duty	
5942	2007	FORD	F250	PICKUP TRUCK	Parks	TRUCK	Light Duty	
5943	2007	DODGE	2500 SPRINTER 2500	VAN	Police Department	VAN	Police Detective	2024
702	2008	BLAZER	ORBL714TA2	BLAZER TRAILER	PPW General	TRAILER	Trailers - No Motor	

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Town Fleet ID	Model Year	Manufacturer	Model	Description	Department	Type	Equipment Classification	Projected Potential Replacement Year
5948	2008	FORD	ESCAPE XLS	HYBRID SUV	Community Development	HYBRID	Light Duty	
5949	2008	FORD	F250	PICKUP TRUCK - UTILITY	Parks	TRUCK	Light Duty	2025
5954	2008	FORD	F550	PICKUP TRUCK - DUMP	PPW General	TRUCK	Medium Duty	2025
5956	2009	TOYOTA	CAMRY	HYBRID SEDAN	Police Department	HYBRID	Police Detective	2024
5959	2009	FORD	ESCAPE	HYBRID SUV	Police Department	HYBRID	Police Detective	2025
VM01	2009	INGERSOLL-RAND	2545	AIR COMPRESSOR	Vehicle Maintenance	EQUIPMENT	Shop Equipment	
9314	2010	FORD	ESCAPE XLS	HYBRID SUV	Engineering	HYBRID	Light Duty	
5548	2011	FORD	RANGER XLT	PICKUP TRUCK	Police Department	TRUCK	Police Detective	
5958	2011	TAYLOR-DUNN	B2-48-48AC	BURDEN CARRIER	Parks	ELECTRIC CAR	Electric Trucks	2027
6516	2011	CHEVROLET	Tahoe	TAHOE/SUV, V8, 5.3L	Police Department	SUV	Police Patrol	
3182	2012	JOHN DEERE	XUV 625i	ATV GATOR	Parks	MOTORCYCLE	ATV	2026
4555	2012	ATLASCOP	COBRAMK1	COBRA COMBI HAMMER	Street Maintenance	EQUIPMENT	Small Equipment	
5162	2012	FORD	FUSION	HYBRID SEDAN	Police Department	HYBRID	Police Detective	
4939	2013	TYMCO	600 BAH/4300SBA	STREET SWEEPER	PPW General	SWEEPER	Heavy Trucks	2024-?
2994	2014	PETERBILT	348 Conventional	VAC-CON	PPW General	EQUIPMENT	Heavy Trucks	2034
7723	2014	FORD	F450	FLATBED TRUCK	PPW General	TRUCK	Medium Duty	2026
170	2015	HONDA	ST1300PAF	MOTORCYCLE	Police Department	MOTORCYCLE	Police Motorcycles	
5186	2015	WANCO	WVTM-07	Digital Message Board	Traffic	TRAILER	Trailers - No Motor	
5187	2015	WANCO	WVTM-07	Digital Message Board	Traffic	TRAILER	Trailers - No Motor	
487	2016	CHEVROLET	TAHOE	SUV	Police Department	SUV	Police Patrol	
3597	2016	FORD	ESCAPE SE	SUV	PPW General	SUV	Light Duty	2027
3598	2016	FORD	ESCAPE SE	SUV	PPW General	SUV	Light Duty	2027
4334	2016	GO-4	INTERCEPTOR III	3 WHEEL PARK. ENFORCER	Police Department	GO-4	Police Patrol	2024
5742	2016	DODGE	CHARGER	SEDAN	Police Department	SEDAN	Police Detective	2025
6950	2016	CHEVROLET	TAHOE	SUV	Police Department	SUV	Police Patrol	
9767	2016	FORD	F250	PICKUP TRUCK - UTILITY	Parks	TRUCK	Light Duty	2026
9768	2016	FORD	F250	PICKUP TRUCK - UTILITY	Parks	TRUCK	Light Duty	2026
9801	2016	FORD	ESCAPE	SUV	Engineering	SUV	Light Duty	2027
329	2017	FORD	EXPLORER	SUV	Police Department	SUV	Police Detective	2024
3404	2017	CATERPILLAR	930M	LOADER	Street Maintenance	EQUIPMENT	Construction Equipment	2027
3422	2017	FORD	PURSUIT UTILITY	Police Interceptor Utility	Police Department	SUV	Police Patrol	2025
6864	2017	DODGE	CHARGER	SEDAN	Police Department	SEDAN	Police Detective	2025
886R	2017	HYSTER	H70FT	FORK LIFT (LIFT W/LP TANK AND F/P)	Street Maintenance	EQUIPMENT	Construction Equipment	2034
1040	2018	TOYOTA	RAV 4	HYBRID SUV	Community Development	HYBRID	Light Duty	2026
2591	2018	FORD	PURSUIT UTILITY	Police Interceptor Utility	Police Department	SUV	Police Patrol	
2663	2018	FORD	F150	PICKUP TRUCK	Street Maintenance	TRUCK	Light Duty	2026
5261	2018	CATERPILLAR	279D	LOADER	Street Maintenance	EQUIPMENT	Construction Equipment	2033
6133	2018	ATLASCOP	185CFN	Air Compressor	Street Maintenance	EQUIPMENT	Small Equipment	
6352	2018	CHEVROLET	TAHOE	SUV	Police Department	SUV	Police Detective	2025
7214	2018	TOYOTA	RAV 4	HYBRID SUV	Engineering	HYBRID	Light Duty	2027

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7510	2018	FORD	PURSUIT UTILITY	Police Interceptor Utility	Police Department	SUV	Police Patrol	2026
9306	2018	TOYOTA	RAV 4	HYBRID SUV	Community Development	HYBRID	Light Duty	2027
9310	2018	TOYOTA	RAV 4	HYBRID SUV	Community Development	HYBRID	Light Duty	2027
9322	2018	TOYOTA	RAV 4	HYBRID SUV	Community Development	HYBRID	Light Duty	2027
9351	2018	TOYOTA	RAV 4	HYBRIS SUV	Community Development	HYBRID	Light Duty	2027
9869	2018	FORD	PURSUIT UTILITY	Police Interceptor Utility	Police Department	SUV	Police Patrol	2024
077N	2018	SPECIALIZED	LEVO	Battery Assisted Bicycle-Large	PPW General		Bicycle	
822N	2018	SPECIALIZED	COMO 2.0	Battery Assisted Bicycle-Small	PPW General		Bicycle	
103	2019	LANDA	PGHW5-35324E	HOT WATER PRESSURE CLEANER	PPW General	EQUIPMENT	Small Equipment	2027
450	2019	FORD	T150	MEDIUM ROOF 10-PASSENGER VAN	PPW General	VAN	Light Duty	2027
525	2019	FELLING	FT-40	TRAILER BEAVERTAIL 22'	Street Maintenance	TRAILER	Trailers - No Motor	2034
2499	2019	ZERO	Zero DSRP	Zero Electric Motorcycle	Police Department	MOTORCYCLE	Electric Cars	2027
2518	2019	FORD	PURSUIT UTILITY	Police Interceptor Utility	Police Department	SUV	Police Patrol	2024
2872	2019	FORD	F150	2019 FORD F150 CREW CAB 4X2 145" WB	Police Department	TRUCK	Police Detective	2026
5141	2019	PETERBILT	PB348	PB348 DUMP TRUCK	Street Maintenance	EQUIPMENT	Heavy Trucks	2027
7004	2019	FORD	TRANSIT T-350	VAN	Facilities	VAN	Light Duty	2027
7216	2019	FORD	F350	F350 WITH UTILITY BODY / LIFT GATE	Vehicle Maintenance	TRUCK	Light Duty	2027
8886	2019	ISUZU	NPRHD	CREW CAB DUMP TRUCK	Parks	TRUCK	Medium Duty	2028
9060	2019	FORD	F150	F150 Crew Cab Pickup 4X2 Grey	Police Department	TRUCK	Police Detective	2027
9635	2019	FORD	F-350	4x2 REGULAR CAB SRW	Parks	TRUCK	Light Duty	2027
9637	2019	FORD	F-350	4x2 REGULAR CAB SRW WITH DIAMOND SE	Facilities	TRUCK	Light Duty	2027
743	2020	FORD	F550	PICKUP TRUCK - UTILITY BODY	Street Maintenance	TRUCK	Medium Duty	2028
3206	2020		MP5000-16 Barrier Trailer	16' Barrier Trailer	Police Department	TRAILER	Trailers - No Motor	
3207	2020		MP5000-16 Barrier Trailer	16' Barrier Trailer	Police Department	TRAILER	Trailers - No Motor	
4141	2020	FORD	F350 4X2 REGULAR CAB UTILI	F350 4X2 REGULAR CAB UTILITY BODY DIAN	Parks	TRUCK	Light Duty	2028
4142	2020	FORD	F350 4X4 REGULAR CAB UTILI	F350 4X4 REGULAR CAB UTILITY BODY DIAN	Street Maintenance	TRUCK	Light Duty	2028
5885	2020	TOYOTA	SIENNA	Detective Minivan	Police Department	VAN	Police Detective	2026
6971	2020	FORD	PURSUIT UTILITY	Police Interceptor Utility	Police Department	HYBRID	Police Patrol	2026
6972	2020	FORD	PURSUIT UTILITY	Police Interceptor Utility	Police Department	SUV	Police Patrol	2026
9719	2021	FORD	PURSUIT UTILITY	Police Interceptor Utility - Admin Package	Police Department	HYBRID	Police Detective	
9732	2021	FORD	PURSUIT UTILITY	Police Interceptor Utility	Police Department	HYBRID	Police Patrol	2026
9733	2021	FORD	PURSUIT UTILITY	Police Interceptor Utility	Police Department	HYBRID	Police Patrol	2026
606	2022	HONDA	ACCORD	HONDA ACCORD HYBRID	Police Department	HYBRID	Police Detective	2027
4213	2022	FORD	RANGER XL	PICKUP TRUCK	Parks	TRUCK	Light Duty	2030
5649	2022	BMW	R1250RT-P	R1250RT-P police motor	Police Department	MOTORCYCLE	Police Motorcycles	2026
5763	2022	BMW	R1250RT-P	R1250RT-P POLICE MOTOR	Police Department	MOTORCYCLE	Police Motorcycles	2026
5923	2022	RAM	5500 Altec Boom	ATG40 Altec Boom	Street Maintenance	TRUCK	Medium Duty	2030
6375	2022	CHEVROLET	Bolt EV	Bolt EV Parking Enforcement	Police Department	ELECTRIC CAR	Electric Cars	2028
8853	2022	FORD	PURSUIT UTILITY	Police Interceptor Utility - Hybrid	Police Department	HYBRID	Police Patrol	2026

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Town Fleet ID	Model Year	Manufacturer	Model	Description	Department	Type	Equipment Classification	Projected Potential Replacement Year
8872	2022	FORD	PURSUIT UTILITY	Police Interceptor Utility - Hybrid	Police Department	HYBRID	Police Patrol	2026
9015	2022	FORD	PURSUIT UTILITY	Police Interceptor Utility - Hybrid	Police Department	HYBRID	Police Patrol	2026
5984	2023	CHEVROLET	TAHOE	CHEVROLET TAHOE PURSUIT SUV	Police Department	SUV	Police Patrol	2026
6741	2023	CHEVROLET	TAHOE	CHEVROLET TAHOE PURSUIT SUV	Police Department	SUV	Police Patrol	2026
401		WELLS CARGO	UTILITY	TRAILER	Police Department	TRAILER	Trailers - No Motor	
701		EDCO	8" Scarifier/Planer CPM8-9H	SIDEWALK GRINDER	PPW General	EQUIPMENT	Small Equipment	
2057		RU2 SYSTEMS	FAST 870	RADAR SPEED DISPLAY TRAILER	Police Department	TRAILER	Trailers - No Motor	2025
2058		RU2 SYSTEMS	FAST 870	RADAR SPEED DISPLAY TRAILER	Police Department	TRAILER	Trailers - No Motor	2025
4226		INGERSOLL-RAND	140AH4-C1DEP1RX	CNG STATION	Vehicle Maintenance	EQUIPMENT	Fueling System	
4249		PACE AMER.	CS714TA2	14 FT. BOX TRAILER (CSI)	Police Department	TRAILER	Trailers - No Motor	
5953			BOX TRAILER	TRAILER	Police Department	TRAILER	Trailers - No Motor	
ODSL				MISCELLANEOUS SMALL EQUIPMENT - DIES	PPW General	EQUIPMENT	Small Equipment	
OGAS				MISCELLANEOUS SMALL EQUIPMENT - GAS	PPW General	EQUIPMENT	Small Equipment	

Notes:

1. Green coloration denotes a vehicle over 8,500 GVW whose replacement is subject to the Clean Fleet Regulation



TITLE: Town Vehicle and Equipment Acquisition and Replacement Policy		POLICY NUMBER: 4-05
EFFECTIVE DATE: 4/6/1994		PAGES: 3
ENABLING ACTIONS:	REVISED DATES: 5/26/1998	
APPROVED: Mayor Linda Lubeck		

PURPOSE

To set forth specific procedures for the acquisition and disposal of vehicle and motorized equipment used by the Town of Los Gatos.

SCOPE

This policy will apply to the acquisition and disposal of vehicles and equipment used by all Town Departments.

POLICY

When purchasing vehicles or motorized equipment or disposing of surplus vehicles and equipment, the following will apply:

- A. Replacement of vehicles and motorized equipment is based on an equipment replacement schedule that allows for replacement on a programmed cycle. The recommended basis is as follows:

<u>Vehicle/Equipment Type</u>	<u>Replacement Cycle</u>
Police Patrol	3 years and/or 85,000 miles
Police Undercover (used, 1 to 2 years old)	4 years and/or 75,000 miles
Police Sedans (used, 1 to 2 years old)	4 years and/or 75,000 miles
Motor Cycles	4 years and/or 42,000 miles
Parking Vehicles	6 years and/or 75,000 miles
All-Terrain Vehicle	8 years and/or 50,000 miles
Police Vans	6 years and/or 85,000 miles
Sedans (new)	8 years and/or 85,000 miles

Vehicle/Equipment Type

Replacement Cycle

Sedans (used 1 to 2 years old)	6 years and/or 85,000 miles
Pickups (gas)	8 years and/or 72,000 miles
Pickups (diesel)	12 years and/or 100,000 miles
Medium Trucks (gas)	8 years and/or 80,000 miles
Medium Trucks (diesel)	12 years and/or 100,000 miles
Heavy Trucks (gas)	8 years and/or 80,000 miles
Heavy Trucks (diesel)	15 years and/or 100,000 miles
Lawn Mowers	6 years
Roadable Mowers	8 years
Vans	8 years and/or 100,000 miles
Sweepers	6 years and/or 65,000 miles
Backhoes	10 years and/or 7,000 hours
Loaders	12 years and/or 7,200 hours
Graders	20 years and/or 9,000 hours
Aerial Units	12 years and/or 80,000 miles
Chippers	10 years and/or 5,000 hours
Compressors	12 years and/or 5,000 hours
Forklifts	17 years and/or 9,000 hours
Rollers	15 years
Trailers	10 years
Sprayers	8 years
Sewer Cleaners	6 years
Rodders	10 years

The equipment/replacement list will be used as a guideline in the replacement of vehicles and equipment. Other factors that will be used in the evaluation process include:

1. Overall conditions of vehicles and equipment
2. Repair records.
3. Vehicle efficiency and safety.
4. Service life related to extended use in other departments.

B. COOPERATIVE PURCHASING PROGRAM:

When purchasing vehicles and equipment, the town of Los Gatos will invite vendors (local and non-local) to submit bids. Where applicable, the Town will use the State of California Cooperative Purchasing Program.

C. SPECIFICATIONS:

The Department of Parks and Public Works will review all specifications for vehicles and motorized equipment to be purchased by the Town of Los Gatos. Specifications will be prepared based on user needs, operating costs, safety factors, life expectancy, new technology, availability, and cost. When applicable, performance standards will be included in the specification writing process.

D. VEHICLE AND EQUIPMENT DISPOSAL:

Disposal may take place via trade-in when vehicles or equipment are purchased. If the trade-in offer is deemed insufficient, the Town will advertise and surplus items at a minimum pre-determined price. When possible, staff will try to offer specialized vehicles, such as Police patrol cars, to agencies that need such equipment but may not be able to purchase new equipment. Prior to the disposal of vehicle or equipment, the Parks and Public Works Department will determine if reassignment to another department is warranted.

E. RESPONSIBILITY:

All applicable departments within the Town of Los Gatos who are assigned vehicles or motorized equipment may be involved in the procurement/disposal process.


1. Finance personnel and the Town Manager shall review the equipment replacement list annually to ensure that replacement costs for vehicles and equipment are current and in-line with long-term replacement needs.
2. Each Department is responsible for requesting vehicle or equipment replacement during the annual budget process.
3. The Parks and Public Works Department will prepare vehicle specifications for all Town Departments except the Police Department.
4. The Parks and Public Works Department will review all Town specifications for vehicles and motorized equipment.
5. Disposal or reassignment of surplus vehicles and equipment will be coordinated by the Parks and Public Works Department.

APPROVED AS TO FORM:

/s/ Orry Korb, Town Attorney

APPENDIX B

Preventative Maintenance Schedule		
Classification	Maintenance Type	Schedule
Construction Equipment	PM Type A-Visual & Safety Inspection	Every 4 Months
	PM Type B-Oil Change	Every 500 Hours of Usage or 6 Months
	PM Type C-Transmission Service	Every 1,000 Hours of Usage or 8 Months
	PM Type D-Differential Service	Every 2,000 Hours of Usage or 1 Year
	PM Type H-Hydraulic Activity	Every 2,000 Hours of Usage or 1 Year
Heavy Trucks	PM Type A-Visual & Safety Inspection	Every 90 Days
	PM Type B-Oil Change	Every 10,000 Miles or 6 Months
	PM Type C-Transmission Service	Every 150,000 Miles or 48 Months
	PM Type D-Differential Service	Every 180,000 Miles or 3 Years
	Opacity Test	Every 1 Year
Light Duty	PM Type A-Visual & Safety Inspection	Every 7,500 Miles or 6 Months
	PM Type B-Oil Change	Every 7,500 Miles or 6 Months
	PM Type C-Transmission Service	Every 60,000 Miles
	PM Type D-Differential Service	Every 100,000 Miles
Medium Duty	PM Type A-Visual & Safety Inspection	Every 90 Days
	PM Type B-Oil Change	Every 7,500 Miles or 6 Months
	PM Type C-Transmission Service	Every 60,000 Miles
	PM Type D-Differential Service	Every 100,000 Miles
	Opacity Test	Every 1 Year
Police Detective	PM Type A-Visual & Safety Inspection	Every 7,500 Miles or 6 Months
	PM Type B-Oil Change	Every 7,500 Miles or 6 Months
	PM Type C-Transmission Service	Every 60,000 Miles
	PM Type D-Differential Service	Every 100,000 Miles
Police Motorcycles	PM Type A-Visual & Safety Inspection	Every 6,000 Miles or 6 Months
	PM Type B-Oil Change	Every 6,000 Miles or 1 Year
Police Patrol	PM Type A-Visual & Safety Inspection	Every 3,000 Miles or 6 Months
	PM Type B-Oil Change	Every 3,000 Miles or 6 Months
	PM Type C-Transmission Service	Every 30,000 Miles
	PM Type D-Differential Service	Every 60,000 Miles
Trailers - No Motor	PM Type A-Visual & Safety Inspection	Every 90 Days
Trailers - With Motors	PM Type A-Visual & Safety Inspection	Every 90 Days
	PM Type B-Oil Change	Every 1 Year

	<p>TOWN OF LOS GATOS CALIFORNIA</p>	<p>COUNCIL POLICY MANUAL</p> <p><i>Smart. Town. Service. Government. Works. Better. Better. Focus.</i></p>
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<p>TITLE: Town Vehicle and Equipment Acquisition and Replacement Policy</p>	<p>POLICY NUMBER: 4-05</p>
<p>EFFECTIVE DATE: 4/6/1994</p>	<p>PAGES: 3</p>
<p>ENABLING ACTIONS:</p>	<p>REVISED DATES: <u>5/26/1998; X/X/2024</u></p>
<p>APPROVED: Mayor <u>Linda Lubeck</u></p>	

PURPOSE

To set forth specific procedures for the acquisition and disposal of vehicle and motorized equipment used by the Town of Los Gatos.

SCOPE

This policy will apply to the acquisition and disposal of vehicles and equipment used by all Town Departments.

POLICY

When purchasing vehicles or motorized equipment or disposing of surplus vehicles and equipment, the following will apply:

A. REPLACEMENT CONSIDERATIONS

~~A.~~ Replacement of vehicles and motorized equipment is based on an equipment replacement schedule that allows for replacement on a programmed cycle. The recommended basis is as follows:

<u>Vehicle/Equipment Type</u>	<u>Replacement Cycle</u>
Police Patrol <u>Marked Police Vehicles</u> and/or 85,000 miles	5 <u>3</u> years
Police Undercover (used, 1 to 2 years old) <u>Unmarked Police</u> and/or 8 <u>25</u> ,000 miles	6 <u>4</u> years
Police Sedans (used, 1 to 2 years old)	4 <u>4</u> years and/or 75,000 miles

TITLE: Town Vehicle and Equipment Acquisition and Replacement Policy	PAGE: 2 of 4	POLICY NUMBER: 4-05
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Motor c ycles / UTV	46 years and/or 8542 ,000 miles and/or 5000 hours
Parking Vehicles	6 years and/or 75,000 miles
All Terrain Vehicle	8 years and/or 50,000 miles
Police Vans	6 years and/or 85,000 miles
Sedans (new)	8 years and/or 85,000 miles
<u>Vehicle/Equipment Type</u>	<u>Replacement Cycle</u>
Sedans (used 1 to 2 years old)	6 years and/or 85,000 miles
Passenger Vehicles	6 years and/or 85,000 miles
Pickups (gas)	8 years and/or 72,000 miles
Trucks	12 years and/or 100,000 miles
Construction Equipment	12 years and/or 100,000 miles
Pickups (diesel)	12 years and/or 100,000 miles
Medium Trucks (gas)	8 years and/or 80,000 miles
Medium Trucks (diesel)	12 years and/or 100,000 miles
Heavy Trucks (gas)	8 years and/or 80,000 miles
Heavy Trucks (diesel)	15 years and/or 100,000 miles
Lawn Mowers	6 years
Roadable Mowers	8 years
Vans	8 years and/or 100,000 miles
Sweepers	6 years and/or 65,000 miles
Backhoes	10 years and/or 7,000 hours
Loaders	12 years and/or 7,200 hours
Graders	20 years and/or 9,000 hours
Aerial Units	12 years and/or 80,000 miles
Chippers	10 years and/or 5,000 hours
Compressors	12 years and/or 5,000 hours
Forklifts	17 years and/or 9,000 hours
Rollers	15 years
Trailers	10 years
Sprayers	8 years
Sewer Cleaners	6 years
Rodders	10 years

The ~~replacement cycle is equipment/replacement list will be used as a general guideline for when in the replacement should begin to be considered of vehicles and equipment.~~ Other factors ~~that will be~~ used in the replacement evaluation process include:

1. Overall conditions of vehicles and equipment
2. Repair records-

3. Vehicle efficiency and safety-

~~3-4.~~ Lead time for vehicle procurement and fit-up

5. Service life related to extended use in other departments-

6. Funding available for replacement

4- The Director of Parks and Public Works, or their designee, shall make the final determination and recommendation about the timing of the vehicle and equipment replacement based on the overall needs of the Town and availability of funding. Preference will be given to the least expensive and most fuel-efficient vehicle that meets the requirements of the proposed use.

B. COOPERATIVE PURCHASING PROGRAM:

When purchasing vehicles and equipment, the Town of Los Gatos will invite vendors (local and non-local) to submit bids. Where applicable, the Town will use the State of California Cooperative Purchasing Program.

~~C.~~ PREFERENCE FOR HYBRID AND ZERO EMISSION VEHICLES

C.

The Town of Los Gatos is committed and reducing greenhouse gas emissions. In selecting new vehicles, preference will be given to hybrid and zero emission vehicles whenever possible.

D. SPECIFICATIONS:

The Department of Parks and Public Works will develop ~~review all~~ specifications for vehicles and motorized equipment to be purchased by the Town of Los Gatos with input from the user Department where appropriate. Specifications will be prepared based on user needs, operating costs, fuel efficiency, reduction of air emissions, regulatory requirements governing municipal fleet operations ~~safety factors, vehicle safety and performance, life expectancy~~, new technology, availability, and cost. When applicable, performance standards will be included in the specification writing process.

E. ADDITION OF EQUIPMENT AND VEHICLES

The addition of new items to the vehicle and equipment inventory shall require Town Council approval. Such approval considers both the capital cost and operation costs associated and vehicle maintenance. Vehicles and equipment funded through grants or private donations are treated and serviced as part of the Town's fleet and are exempt from Town funding for replacement unless directed otherwise by Council approval.

TITLE: Town Vehicle and Equipment Acquisition and Replacement Policy	PAGE: 4 of 4	POLICY NUMBER: 4-05
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F.F. VEHICLE AND EQUIPMENT DISPOSAL:

Disposal may take place by sending the item to a public auction house after ~~via trade-in when vehicles or equipment are purchased. If the trade-in offer is deemed insufficient, the Town will advertise and surplus items at a minimum pre-determined price, removing all~~ useful after-market accessories (e.g. mobile radios, emergency light bars). When possible, staff will try to offer specialized vehicles, such as Police patrol cars, to agencies that need such equipment but may not be able to purchase new equipment. Prior to the disposal of vehicle or equipment, the Parks and Public Works Department will determine if reassignment to another department or another use is warranted.

F.G. RESPONSIBILITY:

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5. Disposal or reassignment of surplus vehicles and equipment will be coordinated by the Parks and Public Works Department.

APPROVED AS TO FORM:

/s/ Gabrielle Whelan ~~Orry Korb~~, Town Attorney

DRAFT RESOLUTION**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
AMENDING THE TOWN VEHICLE AND EQUIPMENT ACQUISITION AND
REPLACEMENT POLICY (POLICY NUMBER 4-05)**

WHEREAS, on April 6, 1994, the Town of Los Gatos adopted an Administrative Policy titled "Vehicle and Equipment Acquisition and Replacement Policy"; and

WHEREAS, on April 18, 1994, the Policy was amended; and

WHEREAS, on May 26, 1998, the Policy was revised and adopted as a Town Council Policy; and

WHEREAS, the Policy is being revised to reflect changes in vehicle lifespan and modern practices regarding vehicle usage.

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

1. The Town Vehicle and Equipment Acquisition and Replacement Policy attached as Exhibit A to this Resolution is hereby adopted and the previous Vehicle and Equipment Acquisition and Replacement Policy is rescinded.
2. Adoption of this updated Policy is not a project subject to CEQA because it can be seen with certainty that it will not have a significant impact on the environment. (CEQA Guidelines Section 15378.)

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 15th day of October, 2024, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

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

DRAFT



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APPROVED:		

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Unmarked Police	6 years and/or 85,000 miles
Motor cycles / UTV	6 years and/or 85,000 miles and/or 5000 hours
Passenger Vehicles	6 years and/or 85,000 miles
Trucks	12 years and/or 100,000 miles
Construction Equipment	12 years and/or 100,000 miles

The replacement cycle is a general guideline for when replacement should begin to be considered. Other factors used in the replacement evaluation process include:

1. Overall condition of vehicles and equipment
2. Repair records
3. Vehicle efficiency and safety
4. Lead time for vehicle procurement and fit-up
5. Service life related to extended use in other departments
6. Funding available for replacement

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APPROVED AS TO FORM:

Gabrielle Whelan, Town Attorney