

**TOWN OF PORTOLA VALLEY**  
**Regular Meeting of the Town Council**  
**Wednesday, June 22, 2022**  
**7:00 P.M.**

**Craig Hughes**, Mayor  
**Sarah Wernikoff**, Vice Mayor  
**Jeff Aalfs**, Councilmember  
**Maryann Derwin**, Councilmember  
**John Richards**, Councilmember

**HYBRID MEETING**

**HISTORIC SCHOOLHOUSE - 765 Portola Road, Portola Valley, CA 94028**

**Remote Meeting Covid-19 Advisory:** On September 16, 2021, the Governor signed AB 361, amending the Ralph M. Brown Act (Brown Act) to allow legislative bodies to continue to meet virtually during the present public health emergency. AB 361 is an urgency bill which goes into effect on October 1, 2021. The bill extends the teleconference procedures authorized in Executive Order N-29-20, which expired on September 30, 2021, during the current COVID-19 pandemic and allows future teleconference procedures under limited circumstances defined in the bill. Portola Valley Town Council and commission and committee public meetings are being conducted electronically to prevent imminent risks to the health or safety of attendees. COVID-19 is still a major health concern and virtual attendance to the Town Council meeting is encouraged, particularly during case increases.

**Remote Public Comments:** Meeting participants are encouraged to submit public comments in writing in advance of the meeting. Please submit your comments using this [online form](#) by 1:00 PM on the day of the meeting. Time permitting, your correspondence will be uploaded to the website. All received questions will be forwarded to Council, Commission, or Committee members for consideration during the meeting and included in the public record. Additionally, the public body will take questions using the Raise Hand button for those who attend the meeting online or by phone. Phone callers may provide comments by pressing \*9 on your phone to "raise your hand" and \*6 to mute/unmute yourself. The meeting Chair will call on people to speak by the phone number calling in.

**Assistance for People with Disabilities:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at (650) 851-1700 or by email at [mthurman@portolavalley.net](mailto:mthurman@portolavalley.net). Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

**VIRTUAL PARTICIPATION VIA ZOOM**

**To access the meeting by computer:**

<https://us06web.zoom.us/j/81694235121?pwd=T3lOT0UwUisxKzNrTHBRL0RBUkRGUT09>

**Webinar ID:** 816 9423 5121

**Passcode:** 582289

**To access the meeting by phone:**

1-669-900-6833 or

1-888-788-0099 (toll-free)

*Mute/Unmute – Press \*6 / Raise Hand – Press \*9*

***Residents have asked if they are able to see a list of participants in Zoom webinar-meetings. Craig Hughes has put together a simple website integrated with Zoom data to provide this for Town webinars. You can visit the site at <https://pv-zooms.rungie.com/> which will show a list of meetings. Clicking on a meeting will then display all participants in the meeting, as well as those who had been in the meeting but have left. The site will only show meetings once they have started and the first participant has joined.***

**1. CALL TO ORDER**

**2. REPORT OUT OF CLOSED SESSION**

Not applicable/closed session not conducted

**3. ORAL COMMUNICATIONS**

Persons wishing to address the Town Council on any subject may do so now. Please note, however, that the Council is not able to undertake extended discussion or action tonight on items, not on the agenda. *Speakers' time is limited to three minutes.*

**4. PRESENTATIONS**

- a. **Receive** Presentation from John Badger, Chair of the Cultural Arts Committee, on the PV Palooza, held in Portola Valley on June 11, 2022

**5. CONSENT AGENDA**

The following items are voted on at once by the body, unless a member of the body requests an item be considered separately. Members of the public are permitted to comment on any item on the consent calendar before the body votes on the consent agenda.

- a. **Approval** of Action Minutes for the Regular Meeting of June 8, 2022
- b. **Approval** of Warrant List
- c. **Adoption** of a Resolution Confirming the State of Emergency and Need to Continue Conducting Town Public Meetings Remotely (a) A Resolution of the Town Council of the Town of Portola Valley Confirming Existing State of Emergency and Authorizing Continued Remote Public Meetings Under AB 361
- d. **Adoption** of a Resolution Authorizing the 2022-23 Woodside Highlands and Wayside II Road Maintenance District Tax Assessments
- e. **Authorize** the Town Manager to Sign a Thank You Letter to the City of Redwood City for IT Service Support
- f. **Adoption** of a Resolution Authorizing Two-Year Agreement with STEPFORD, Inc. for Comprehensive Managed IT Services
- g. **Authorize** the Town Manager to Sign a Contract with Fehr & Peers Regarding an Evacuation Study Contract Amendment
- h. **Authorize** the Mayor to Sign a Letter of Support for the San Mateo County Resource Conservation District's Boundary Expansion

**6. PUBLIC HEARING**

- a. **Adoption** of a Resolution Adopting the Final Proposed Budget for FY 2022-23
- b. **Adoption** of a Resolution Determining and Establishing the Town's FY 2022-23 Appropriations Limit

**7. COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS**

Oral reports arising out of liaison appointments to both in-town and regional committees and initiatives. *There are no written materials and the Town Council does not take action under this agenda item.*

**8. TOWN MANAGER REPORT**

*There are no written materials and the Town Council does not take action under this agenda item.*

**9. WRITTEN COMMUNICATIONS**

- a. **Town Council Digests** – June 9 and June 16, 2022

**10. ADJOURN TO CLOSED SESSION**

- a. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation; Pursuant to Government Code Section 54956.9(d), (e)(5).  
The Town received correspondence from a group of Portola Valley residents (Rusty Day, Kristin Day, Ron Eastman, Bruce Roberts, Shirley Roberts, James Rooney, Jim Vernazza and Ellen Vernazza) alleging that the Wildfire Preparedness Committee violated the Brown Act.

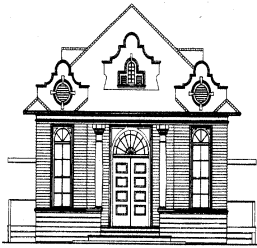
## 11. ADJOURNMENT

The next Regular Town Council meeting will be held on June 22, 2022 at 7:00 p.m.

**Availability of Information:** Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Portola Valley Library located adjacent to Town Hall. In accordance with SB343, Town Council agenda materials released less than 72 hours prior to the meeting, are available to the public at Town Hall, 765 Portola Road, Portola Valley, CA 94028.

**Submittal of Agenda Items:** The deadline for submittal of agenda items is 12:00 Noon WEDNESDAY of the week prior to the meeting. By law no action can be taken on matters not listed on the printed agenda unless the Town Council determines that emergency action is required. Non-emergency matters brought up by the public under Communications may be referred to the administrative staff for appropriate action.

**Public Hearings:** Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge any proposed action(s) in court, you may be limited to raising only issues you or someone else raised at the Public Hearing(s) described in this agenda, or in written correspondence delivered to the Town Council at, or prior to, the Public Hearing(s).



**TOWN OF PORTOLA VALLEY**  
**Regular Meeting of the Town Council**  
**Wednesday, June 8, 2022**  
**7:00 P.M.**

**Craig Hughes**, Mayor  
**Sarah Wernikoff**, Vice Mayor  
**Jeff Aalfs**, Councilmember  
**Maryann Derwin**, Councilmember  
**John Richards**, Councilmember

**ACTION MINUTES**

1. **CALL TO ORDER** – All Councilmembers were present.

2. **REPORT OUT OF CLOSED SESSION**

Not applicable/closed session not conducted

3. **ORAL COMMUNICATIONS**

There were no speakers during Public Comment.

4. **PRESENTATIONS** - None

5. **CONSENT AGENDA**

**Craig Hughes, Mayor**, requested to pull Item 5.d. for questions to staff.

M/S Wernikoff/Derwin to approve the Consent Calendar, excluding Item 5.d. **Motion carried unanimously by roll call vote.**

M/S Wernikoff/Aalfs to approve Item 5.d. **Motion carried unanimously by roll call vote.**

- a. **Approval** of Action Minutes for the Regular Meeting of May 11 and May 25, 2022
- b. **Approval** of Warrant List
- c. **Adoption** of a Resolution Confirming the State of Emergency and Need to Continue Conducting Town Public Meetings Remotely (a) A Resolution of the Town Council of the Town of Portola Valley Confirming Existing State of Emergency and Authorizing Continued Remote Public Meetings Under AB 361
- d. **Receive** Annual Housing Element Progress Report for Calendar Year 2021
- e. **Approve** Loan Request from the Wayside II Road Maintenance District
- f. **Review** and Approve Amendment to Sustainability Committee Charter

6. **REGULAR AGENDA**

- a. **Adoption** of a Resolution Authorizing the Mayor to Sign Amendment 2 to Town Attorney Legal Services Agreement

**Jeremy Dennis, Town Manager**, presented the report.

M/S Richards/Derwin to adopt the resolution. **Motion carried unanimously by roll call vote.**

- b. **Receive** Voting Delegate Form from the League of CA Cities and Discuss Attendance at the 2022 Annual Conference in Long Beach, CA September 7-9, 2022

**Craig Hughes, Mayor**, presented the item.

**Jeff Aalfs, Councilmember and Craig Hughes, Mayor**, offered to possibly attend the League of CA Cities in September 2022.

The following member of the public spoke regarding the item:

- Kristi Corley

M/S Aalfs/Richards to authorize Councilmember Jeff Aalfs and Mayor Craig Hughes to act as Voting Delegate and Alternate at the League of CA Cities Annual Conference.  
**Motion carried unanimously by roll call vote.**

c. **Review** the Proposed Budget for FY 2022-23

**Cindy Rodas, Finance Director and Jim Saco, Financial Consultant**, presented the report.

The following member of the public spoke regarding the item:

- David Cardinal
- Judith Murphy
- Betsy Morgenthaler
- Kristi Corley
- Mary Hufty
- Nona Chiariello
- Danna

The Town Council asked staff to bring the item back under deficit spending for budget approval.

**Discussion item only. No motion taken.**

**7. COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS**

Oral reports arising out of liaison appointments to both in-town and regional committees and initiatives.  
*There are no written materials and the Town Council does not take action under this agenda item.*

- **Maryann Derwin** – Attended a Council of Cities meeting in San Carlos, a Planning Commission meeting and a CalWater meeting.
- **Jeff Aalfs** – Attended and Airport Roundtable meeting and provided an announcement for Peninsula Clean Energy.
- **John Richards** – Attended an Emergency Preparedness meeting.
- **Susan Wernikoff** – Attended a Finance Committee meeting and provided an update on the Draft Housing Element.
- **Craig Hughes** – Attended a Finance Committee meeting, a Bicycle, Pedestrian and Traffic Safety Committee meeting, a Wildfire Preparedness Committee meeting and provided an update from the Home Hardening Subcommittee and the Finance and Insurance Subcommittee.

**8. TOWN MANAGER REPORT**

*There are no written materials and the Town Council does not take action under this agenda item.*

**Jeremy Dennis, Town Manager**, provided the report.

**9. WRITTEN COMMUNICATIONS**

a. **Town Council Digests** – May 26 and June 2, 2022

The Town Council had no comments on the Town Digests.

**10. ADJOURN TO CLOSED SESSION**

- a. **CONFERENCE WITH LEGAL COUNSEL** – Anticipated Litigation; Pursuant to Government Code Section 54956.9(d), (e)(5).  
The Town received correspondence from a group of Portola Valley residents (Rusty Day, Kristin Day, Ron Eastman, Bruce Roberts, Shirley Roberts, James Rooney, Jim Vernazza and Ellen Vernazza) alleging that the Wildfire Preparedness Committee violated the Brown Act.

**11. ADJOURNMENT** – The meeting adjourned at 9:09 p.m.

The next Regular Town Council meeting will be held on June 22, 2022 at 7:00 p.m.

The meeting minutes were prepared by Melissa Thurman, Town Clerk for approval at the regular meeting of June 22, 2022.

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Melissa Thurman, MMC  
Town Clerk

Check Register

Check Number	Vendor Number	Vendor Name	Check Amount	Check Date	BW	Check Type
Checks for Cash Account: 910-11011-000						
2243	20	ALLIANT INSURANCE SERVICES	321.00	06/22/22		
2244	41	AT&T	276.57	06/22/22		
2245	75	CALIFORNIA BLDG STANDARDS COMM	1,250.10	06/22/22		
2246	78	CALIFORNIA WATER SERVICE CO	6,291.08	06/22/22		
2247	80	CALPERS	35,070.97	06/22/22		
2248	96	CHARGEPOINT	1,942.25	06/22/22		
2249	106	CITY CLERKS ASSOC OF CA	200.00	06/22/22		
2250	113	CITY OF REDWOOD CITY	2,431.00	06/22/22		
2251	121	SCA OF CA, LLC	1,782.06	06/22/22		
2252	124	COMCAST	251.77	06/22/22		
2253	128	COPYMAT	273.00	06/22/22		
2254	129	COTTON SHIRES & ASSOC. INC.	34,232.69	06/22/22		
2255	135	CSG CONSULTANTS INC	19,502.25	06/22/22		
2256	156	DEPARTMENT OF CONSERVATION	3,766.52	06/22/22		
2257	167	ECS IMAGING	3,853.00	06/22/22		
2258	176	EXCEL LD	32.97	06/22/22		
2259	195	GOOD CITY COMPANY	19,461.25	06/22/22		
2260	203	GREEN HALO SYSTEMS	114.00	06/22/22		
2261	213	HILLYARD INC	728.68	06/22/22		
2262	214	HINDERLITER DE LLAMAS & ASSOC	777.21	06/22/22		
2263	227	INTERSTATE TRAFFIC CNTRL	1,278.13	06/22/22		
2264	229	INTL INSTITUTE OF MUNI CLERKS	175.00	06/22/22		
2265	234	J. W. ENTERPRISES	406.50	06/22/22		
2266	262	JORGENSON SIEGEL MCCLURE & FLE	26,407.50	06/22/22		
2267	276	KUTZMANN & ASSOCIATES	8,027.22	06/22/22		
2268	324	MIRANDAS LANDSCAPE	11,220.00	06/22/22		
2269	332	N.C.E.	7,337.44	06/22/22		
2270	359	PENINSULA SCREEN SHOP	4,855.14	06/22/22		
2271	364	PERS HEALTH	15,875.40	06/22/22		
2272	366	PETTY CASH	972.06	06/22/22		
2273	367	PG&E	671.20	06/22/22		
2274	375	PLATINUM FACILITY SERVICES	4,936.68	06/22/22		
2275	376	PORTOLA VALLEY HARDWARE	556.68	06/22/22		
2276	387	RELIABLE FIRE EXTINGUISHER CO	1,487.77	06/22/22		
2277	403	RON RAMIES AUTOMOTIVE INC.	654.16	06/22/22		
2278	406	RR DONNELLEY	310.81	06/22/22		
2279	428	SHARP BUSINESS SYSTEMS	200.34	06/22/22		
2280	447	STAPLES CREDIT PLAN	219.75	06/22/22		
2281	468	THERMAL MECHANICAL INC	944.00	06/22/22		
2282	489	VERIZON WIRELESS	529.04	06/22/22		
2283	490	VIGILANT SOLUTIONS	3,178.31	06/22/22		
2284	504	WOODSIDE & PORTOLA PRIVATE	140.00	06/22/22		
2285	505	WOODSIDE FIRE PROTECTION DISTR	33,649.45	06/22/22		
2286	509	YVONNE HARROSH	2,290.53	06/22/22		
2287	532	COUNTY OF SAN MATEO	4,144.00	06/22/22		

Check Register

Check Number	Vendor Number	Vendor Name	Check Amount	Check Date	BW	Check Type
2288	536	S. H. ROOFING & CONSTRUCTION	1,000.00	06/22/22		
2289	553	COUNTY OF SAN MATEO-PSC	17,028.25	06/22/22		
2290	562	VICTOR SCHACHTER	136.41	06/22/22		
2291	598	GOLDFARB LIPMAN ATTORNEYS	3,916.00	06/22/22		
2292	642	CYBERTARY.COM	1,000.85	06/22/22		
2293	683	STEPHEN GILLETT	2,673.76	06/22/22		
2294	690	CRUZ STRATEGIES	625.00	06/22/22		
2295	730	URBAN PLANNING PARTNERS INC	33,330.25	06/22/22		
2296	752	FEHR & PEERS	6,263.25	06/22/22		
2297	846	CITIZEN COMMUNICATIONS LLC	1,667.00	06/22/22		
2298	847	LISA WISE CONSULTING	11,848.75	06/22/22		
2299	848	CENTURY URBAN LLC	18,867.50	06/22/22		
2300	849	KING'S MOUNTAIN ARBOR HEALTH	7,450.00	06/22/22		
2301	850	ALEC LYTLE	400.00	06/22/22		
2302	851	LAWYERS TITLE COMPANY	3,000.00	06/22/22		
2303	852	TODD WHITE	1,000.00	06/22/22		
2304	854	WALTER KRUBERG	1,900.00	06/22/22		
2305	855	SIMMITRI INC	1,000.00	06/22/22		
2306	856	SLBM INC	1,000.00	06/22/22		
2307	857	SOUTH CREEK ROOFING	1,000.00	06/22/22		
2308	858	SIGMA PROPERTY VENTURES	1,000.00	06/22/22		
Check totals:			379,132.50			
ACH totals:						
EFTPS totals:						
Wire transfer totals:						
Payment Manager totals:						
GRAND TOTALS			379,132.50			
Check totals:			379,132.50			
ACH totals:						
EFTPS totals:						
Wire transfer totals:						
Payment Manager totals:						
GRAND TOTALS			379,132.50			



Check Date	Check Number	Special Information	Net Check Amount	Total Invoices Paid	Invoice Number
Vendor: 06/22/22	20 2243	ALLIANT INSURANCE SERVICES PV Palooza Insurance 06/11/22	321.00	321.00	1982561
Vendor:	41 2244	AT&T May Statement May Statement May Statement	276.57	190.20 43.19 43.18	000018301736 000018301735 000018301737
Vendor:	75 2245	CALIFORNIA BLDG STANDARDS COMM Building Standards Administration Fee Report	1,250.10	1,250.10	Q3_2021-Q1_2022
Vendor:	78 2246	CALIFORNIA WATER SERVICE CO Water Service 04/13/22 - 05/10/22	6,291.08	6,291.08	APR-2022
Vendor:	80 2247	CALPERS April Retirement-CLASSIC April Retirement-PEPRA May Unfunded Liability	35,070.97	18,551.26 8,887.96 7,631.75	100000016744260 100000016744265 100000016787530
Vendor:	96 2248	CHARGEPOINT Chargepoint Station Services	1,942.25	1,942.25	IN142706
Vendor:	106 2249	CITY CLERKS ASSOC OF CA Member Renewal - M. Thurman	200.00	200.00	300000995
Vendor:	113 2250	CITY OF REDWOOD CITY May IT Support	2,431.00	2,431.00	50001
Vendor:	121 2251	SCA OF CA, LLC April Litter/Street Clean	1,782.06	1,782.06	102943CS
Vendor:	124 2252	COMCAST WIFI 06.16.22 - 07.15.22	251.77	251.77	7290-JUN22
Vendor:	128 2253	COPYMAT SOD Blitz	273.00	273.00	CMB042622
Vendor:	129 2254	COTTON SHIRES & ASSOC. INC. April Applicant Charges May Applicant Charges	34,232.69	18,722.69 15,510.00	2022-APR 2022-MAY
Vendor:	135 2255	CSG CONSULTANTS INC March Applicant Charges	19,502.25	19,502.25	MAR-2022

Check Date	Check Number	Special Information	Net Check Amount	Total Invoices Paid	Invoice Number
Vendor:	156	DEPARTMENT OF CONSERVATION			
	2256	Strong Motion Instrumentation & Seismic Hazard Mapping Fee	3,766.52	3,766.52	03_2021-Q1_2022
Vendor:	167	ECS IMAGING			
	2257	Weblink, Server, Licensing	3,853.00	3,853.00	16826
Vendor:	176	EXCEL LD			
	2258	May Telephone LD Service	32.97	32.97	1192715791
Vendor:	195	GOOD CITY COMPANY			
	2259	Planning Consultant Svcs - April	19,461.25	19,461.25	2691
Vendor:	203	GREEN HALO SYSTEMS			
	2260	June Hosting/Access	114.00	114.00	3687
Vendor:	213	HILLYARD INC			
	2261	Janitorial Supplies	728.68	728.68	604758687
Vendor:	214	HINDERLITER DE LLAMAS & ASSOC			
	2262	Sales Tax Audit Svcs - Q4 2021	777.21	777.21	SIN018107
Vendor:	227	INTERSTATE TRAFFIC CNTRL			
	2263	Street/Field Signs	1,278.13	1,278.13	251008
Vendor:	229	INTL INSTITUTE OF MUNI CLERKS			
	2264	2022 Dues, M. Thurman Through 06/30/2023	175.00	175.00	2022_RENEWAL
Vendor:	234	J. W. ENTERPRISES			
	2265	Portable Lavs - June	406.50	406.50	241336
Vendor:	262	JORGENSON SIEGEL MCCLURE & FLE			
	2266	April Statement	26,407.50	26,407.50	APR-2022
Vendor:	276	KUTZMANN & ASSOCIATES			
	2267	April Plan Checks	8,027.22	8,027.22	78159
Vendor:	324	MIRANDAS LANDSCAPE			
	2268	General Landscape Maintenance/Fields Mowing	11,220.00	11,220.00	2516
Vendor:	332	N.C.E.			
	2269	2022 Street Resurfacing Project Through 03/13/2022	7,337.44	7,337.44	424275503
Vendor:	359	PENINSULA SCREEN SHOP			
	2270	Window Screen Repair/Replacement for TH/CH/Library	4,855.14	4,855.14	451

Check Date	Check Number	Special Information	Net Check Amount	Total Invoices Paid	Invoice Number
Vendor:	364	PERS HEALTH			
	2271	June Health	15,875.40	15,875.40	100000016808704
Vendor:	366	PETTY CASH			
	2272	Petty Cash Replenishment	972.06	972.06	062022
Vendor:	367	PG&E			
	2273	May Statements	671.20	671.20	MAY-2022
Vendor:	375	PLATINUM FACILITY SERVICES			
	2274	May Janitorial Svcs	4,936.68	4,488.67	43846
		May Friday Disinfection Svcs- COVID19		448.01	43847
Vendor:	376	PORTOLA VALLEY HARDWARE			
	2275	April Statement	556.68	169.48	193-APR22
		May Statement		387.20	193-MAY22
Vendor:	387	RELIABLE FIRE EXTINGUISHER CO			
	2276	Service to Fire Extinguishers TC/Library/CH	1,487.77	1,487.77	2205105
Vendor:	403	RON RAMIES AUTOMOTIVE INC.			
	2277	May Fuel Statement	654.16	654.16	G20220531-5
Vendor:	406	RR DONNELLEY			
	2278	Envelopes	310.81	203.65	410788836
		Business Cards - M. Thurman		107.16	226898342
Vendor:	428	SHARP BUSINESS SYSTEMS			
	2279	May Copies	200.34	200.34	9003849118
Vendor:	447	STAPLES CREDIT PLAN			
	2280	May Statement	219.75	219.75	2814-MAY22
Vendor:	468	THERMAL MECHANICAL INC			
	2281	Library Boiler Service/Materials	944.00	944.00	84591
Vendor:	489	VERIZON WIRELESS			
	2282	May Cellular	529.04	529.04	9907359452
Vendor:	490	VIGILANT SOLUTIONS			
	2283		3,178.31	3,178.31	47471 RI
Vendor:	504	WOODSIDE & PORTOLA PRIVATE			
	2284	Traffic Control - Town Clean-up Day, 04/30/2022	140.00	140.00	190655

Check Date	Check Number	Special Information	Net Check Amount	Total Invoices Paid	Invoice Number
Vendor:	505	WOODSIDE FIRE PROTECTION DISTR			
	2285	3/14 - 5/31/22 Fire Mitigation Support Crew Roadside Veg CERP Coordinator April - June 2022	33,649.45	24,228.16 9,421.29	WFPD CREW-1013 131_PV
Vendor:	509	YVONNE HARROSH			
	2286	Deposit Refund, 155 Cherokee	2,290.53	2,290.53	BLDR0227-2018-3
Vendor:	532	COUNTY OF SAN MATEO			
	2287	FY 2021-22 Animal Care Shelter Construction Costs (PV Share)	4,144.00	4,144.00	ASC21-22-PV
Vendor:	536	S. H. ROOFING & CONSTRUCTION			
	2288	Deposit Refund, 230 Corte Madera	1,000.00	1,000.00	BLDR0034-2022-1
Vendor:	553	COUNTY OF SAN MATEO-PSC			
	2289	PD Dispatching Services 04/2022 - 06/2022	17,028.25	17,028.25	PVPD 22-04
Vendor:	562	VICTOR SCHACHTER			
	2290	Reimbursement - EPC Guidebook for Emergency Preparedness	136.41	136.41	FRRC-22-1
Vendor:	598	GOLDFARB LIPMAN ATTORNEYS			
	2291	Legal Services Through 4/30/22	3,916.00	3,916.00	145344
Vendor:	642	CYBERTARY.COM			
	2292	May Transcription Svcs	1,000.85	1,000.85	4560
Vendor:	683	STEPHEN GILLET			
	2293	Deposit Refund, 479 Westridge Deposit Refund, 479 Westridge	2,673.76	1,000.00 1,673.76	BLDR0256-2017-1 BLDR0256-2017-2
Vendor:	690	CRUZ STRATEGIES			
	2294	Government Relations Consulting - May	625.00	625.00	2256
Vendor:	730	URBAN PLANNING PARTNERS INC			
	2295	PV Safety Element Update - April PV Housing Element Update - April	33,330.25	11,854.50 21,475.75	21031-220430 21029-220430
Vendor:	752	FEHR & PEERS			
	2296	PV Evacuation Study 03/26/22 - 04/29/22	6,263.25	6,263.25	154597
Vendor:	846	CITIZEN COMMUNICATIONS LLC			
	2297	Recyclist Program Tracker 1/3 Implementation Fee	1,667.00	1,667.00	INV-2554
Vendor:	847	LISA WISE CONSULTING			
	2298	Phase 1 Conceptual Site Plans	11,848.75	11,848.75	4227

Check Date	Check Number	Special Information	Net Check Amount	Total Invoices Paid	Invoice Number
Vendor:	848	CENTURY URBAN LLC			
	2299	Consulting Svcs - April	18,867.50	8,938.75	PV522
		Consulting Svcs - May		9,928.75	PV622
Vendor:	849	KING'S MOUNTAIN ARBOR HEALTH			
	2300	ROW/Spring Down Tree Removal	7,450.00	7,450.00	948
Vendor:	850	ALEC LYTLE			
	2301	PV Palooza Summer Music Festival 2022	400.00	400.00	06112022
Vendor:	851	LAWYERS TITLE COMPANY			
	2302	Condition of Title Report - Parcel ID: 076-181-160	3,000.00	1,000.00	FLNP-0062200746
		Condition of Title Report - Parcel ID: 076-184-030		1,000.00	FLNP-0062200747
		Condition of Title Report - Parcel ID: 076-181-150		1,000.00	FLNP-0062200748
Vendor:	852	TODD WHITE			
	2303	Deposit Refund, 35 Prado	1,000.00	1,000.00	BLDR0046-2021
Vendor:	854	WALTER KRUBERG			
	2304	Deposit Refund, 175 Meadowood	1,900.00	1,900.00	PLN_ARCH0011-20
Vendor:	855	SIMMITRI INC			
	2305	Deposit Refund, 1025 Westridge	1,000.00	1,000.00	BLDR0039-2022
Vendor:	856	SLBM INC			
	2306	Deposit Refund, 235 Nathhorst	1,000.00	1,000.00	BLDR0178-2021
Vendor:	857	SOUTH CREEK ROOFING			
	2307	Deposit Refund, 6 Portola Green	1,000.00	1,000.00	BLDR0004-2022
Vendor:	858	SIGMA PROPERTY VENTURES			
	2308	Deposit Refund, 447 Westridge	1,000.00	1,000.00	BLDR0001-2021
Check Date Totals			379,132.50		
Grand Total			379,132.50		

**TOWN OF PORTOLA VALLEY**  
**Warrant Disbursement Journal**  
**June 22, 2022**

Claims totaling \$379,132.50 having been duly examined by me and found to be correct are hereby approved and verified by me as due bills against the Town of Portola Valley.

Date \_\_\_\_\_

\_\_\_\_\_  
Jeremy Dennis, Treasurer

Motion having been duly made and seconded, the above claims are hereby approved and allowed for payment.

Signed and sealed this (Date) \_\_\_\_\_

\_\_\_\_\_  
Sharon Hanlon, Town Clerk

\_\_\_\_\_  
Mayor



# TOWN OF PORTOLA VALLEY

## STAFF REPORT

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**TO:** Mayor and Members of the Town Council

**FROM:** Cara Silver, Town Attorney

**DATE:** June 22, 2022

**RE:** Adoption of Resolution Confirming the State of Emergency and Need to Continue Conducting Town Public Meetings Remotely

### **RECOMMENDATION**

Staff recommends that the Town Council adopt the attached Resolution Confirming the State of Emergency and Need to Continue Conducting Town Public Meetings Remotely.

### **BACKGROUND**

On September 16, the Governor signed AB 361, amending the Ralph M. Brown Act (Brown Act) to allow legislative bodies to continue to meet virtually during the present public health emergency. AB 361 is an urgency bill which goes into effect on October 1, 2021 and expires on January 1, 2024 (portions of the bill applying to the State legislature and school districts expire earlier). The bill extends the teleconference procedures authorized in Executive Order N-29-20 (set to expire September 30, 2021) during the current COVID-19 pandemic and allows future teleconference procedures under limited circumstances defined in the bill. Effective October 1, 2021, cities must comply with AB 361 if they want to conduct remote meetings.

AB 361 applies to meetings during a proclaimed state of emergency and the legislative body has made a finding that meeting in person would "present an imminent risk to the health or safety of attendees". "State of emergency" is defined as a state of emergency declared by the Governor under Government Code Section 8625.

AB 361 requires several procedural safeguards, such as giving the public ability to address the legislative body directly, providing information on how to address the body, providing either a call-in or internet-based service option, requirement to stop meeting if call-in or internet-based option fails due to measures under the control of the Town, comments may not be required to be submitted in advance, and pre-registrations (except as required by call-in or internet platform) are prohibited.

Public members must be given a reasonable time to register to provide public comment and agencies that provide a timed public comment period shall not close the public comment period until that timed period has expired.

If the legislative body desires to continue using the teleconference exception, it must confirm the circumstances of the state of emergency 30 days after the first teleconference meeting and every 30 days thereafter.

### **DISCUSSION**

Town staff has installed a new system in the Schoolhouse to accommodate hybrid remote meetings. This system has also been installed in the Community Hall. On April 27, 2022, the Council conducted its first hybrid meeting and plans to continue meeting this way. However, some members of the Council, its commissions/committees, staff and the public may want to continue attending remotely. Given the continued presence of COVID-19 in the community, in person meetings would present an imminent risk to the health or safety of certain attendees.

AB 361 requires the Council to make a regular finding confirming the state of emergency and the need for continued remote meetings. Staff will therefore be agendaizing this finding on every Council meeting agenda until a decision to transition to completely in person meetings has been made. Council will also be requested to make these findings on behalf of its commissions and committees as well, so there is a uniform policy on public meetings.

### **FISCAL IMPACT**

There is no fiscal impact associated with continued remote meetings.

### **ATTACHMENT**

1. Resolution



**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY CONFIRMING EXISTING STATE EMERGENCY AND AUTHORIZING CONTINUED REMOTE PUBLIC MEETINGS UNDER AB 361**

The Town Council of the Town of Portola Valley does RESOLVE as follows:

**WHEREAS**, on March 4, 2020, the Governor of the State of California declared a state of emergency, as defined under the California Emergency Services Act, due to the COVID-19 pandemic and the State of Emergency remains in effect;

**WHEREAS**, beginning in March 2020, the Governor’s Executive Order N-29-20 suspended Brown Act requirements related to teleconferencing during the COVID-19 pandemic provided that notice, accessibility, and other requirements were met, and the public was allowed to observe and address the legislative body at the meeting;

**WHEREAS**, Executive Order N-08-21 extended the previous order until September 30, 2021;

**WHEREAS**, the Town Council and the Town’s boards, commissions, and committees have conducted their meetings virtually, as authorized by the Executive Order, since March 17, 2020;

**WHEREAS**, on September 16, 2021, Governor Newsom signed into law Assembly Bill 361 (“AB 361”), which provides that a local agency legislative body may continue to meet remotely without complying with otherwise-applicable requirements in the Brown Act related to remote/teleconference meetings by local agency legislative bodies, provided that a state of emergency has been declared and the legislative body determines that meeting in person would present imminent risks to the health or safety of attendees, and provided that the legislative body continues to make such findings at least every 30 days during the term of the declared state of emergency;

**WHEREAS**, Cal/OSHA COVID-19 Emergency Temporary Standards (“ETS”) require certain employers to implement social distancing requirements in the work place during the current COVID-19 pandemic; and effective February 14, 2022, the Town Manager issued updated work place guidelines imposing safety protocols on persons attending Town Hall facilities;

**WHEREAS**, in the last few months, while hospitalizations and severe illnesses have gone down, new COVID-19 variants have emerged and continued to impact the County’s hospital capacity;

**WHEREAS**, these variants are believed by medical experts to be even more contagious as previous variants, and data has shown the variant has increased transmissibility even among some vaccinated people;

**WHEREAS**, due to uncertainty and concerns about the continuing presence of COVID-19 variants, many workplaces that had announced a return to regular in-person operations have pushed back the full return date until later in the year or next year;

**WHEREAS**, virtual meetings have not diminished the public's ability to observe and participate and have expanded opportunities to do so for some communities; and

**WHEREAS**, given the heightened risks of the predominant variant of COVID-19 in the community, holding meetings with all members of the legislative body, staff, and the public in attendance in person in a shared indoor meeting space would pose an unnecessary and immediate risk to the attendees.

**WHEREAS**, the Council has again reconsidered the circumstances of the state of emergency and finds that the state of emergency continues to impact the ability of members of the Town Council, commissions and committees and public to meet in person because there is a continuing threat of COVID19 to the community, and because Town meetings have characteristics that give rise to risks to health and safety of meeting participants (such as the increased mixing associated with bringing together people from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to participate fully in public governmental meetings, and the challenges with fully ascertaining and ensuring compliance with vaccination and other safety recommendations at such meetings);

**WHEREAS**, persons experiencing any potential symptoms of COVID-19, or who test positive but are asymptomatic, or who are exposed to someone with COVID19, should follow medical advice regarding self-isolation or self-quarantine, avoiding public gatherings such as in-person meetings of public agencies, and should be able to do so without sacrificing their right to participate in public business during periods of self-isolation or self-quarantine;

**WHEREAS**, the onset of symptoms of COVID-19 or a positive test may occur too close to the start of a meeting for alternative arrangements for attendance to be made consistently with the Brown Act, such that a remote attendance option for public meetings should be maintained for as long as COVID transmission remains a potential risk of in-person meetings;

**WHEREAS**, the Town Council has an important interest in protecting the health and safety of those who participate in public Town meetings; and

**WHEREAS**, the Town Council finds that this state of emergency continues to directly impact the ability of members of the Town Council and its commissions and committees to meet safely in person and that meeting in person would present imminent risks to the health or safety of attendees, and the Council will therefore continue to invoke the provisions of AB 361 related to teleconferencing for meetings of the Town Council and its commissions and committees in order to provide its members as well as staff and members of the public with

the option of participating in its meetings remotely whenever necessary or advisable for them to do so.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Portola Valley that:

1. The Town Council adopts the recitals set forth above as findings of fact.
2. The Town Council finds that meeting in person would present imminent risks to the health or safety of attendees.
3. In accordance with AB 361, based on the findings and determinations herein, meetings of the Town Council and Town commissions and committees will be held virtually, either completely or partially, with Brown Act teleconferencing rules suspended.
4. Staff is directed to return no later than thirty (30) days after the adoption of this resolution to consider making the findings required by AB 361 in order to continue meeting under its provisions.

**PASSED AND ADOPTED** this 22nd day of June 2022.

By: \_\_\_\_\_  
Craig Hughes, Mayor


ATTEST:

\_\_\_\_\_  
Melissa Thurman, MMC  
Town Clerk



## TOWN OF PORTOLA VALLEY STAFF REPORT

**TO:** Mayor and Members of the Town Council

**FROM:** Cindy Rodas, Finance Director 

**DATE:** June 22, 2022

**RE:** 2022-23 Woodside Highlands and Wayside II Road Maintenance District Tax Assessments

### RECOMMENDATION

Staff recommends that the Town Council adopt the attached Resolutions authorizing the San Mateo County Controller to apply charges to the 2022-2023 tax roll for the two road maintenance districts, and authorizing the tax collector to collect the taxes at the same time and in the same manner as the general county taxes are collected.

### BACKGROUND

In July 1997, the Town Council acting as the Governing Boards for the Woodside Highlands and Wayside II Road Maintenance Districts, adopted Ordinances 1997-300 and 1977-301 respectively, imposing special taxes for private road maintenance on each improved parcel in the Districts. In November 1997, more than two-thirds of the voters within each district approved Measure C (Woodside Highlands) and Measure D (Wayside II), enacting the taxes. In June 2012, more than two-thirds of the voters within Wayside II approved Measure V, increasing their districts special tax.

### DISCUSSION

On an annual basis, the San Mateo County Controller's Office requires the submittal of updated assessment information and resolutions authorizing the tax collector to collect the taxes at the same time and in the same manner as the general county taxes are collected. The attached resolutions authorize this tax collection.

### FISCAL IMPACT

None.

**ATTACHMENT**

1. Resolution for the Woodside Highlands Road Maintenance District
2. Resolution for the Wayside II Road Maintenance District

RESOLUTION NO. \_\_\_\_\_ 2022

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY AUTHORIZING THE SAN MATEO COUNTY CONTROLLER TO APPLY THE SPECIAL TAX FOR THE WOODSIDE HIGHLANDS ROAD MAINTENANCE DISTRICT TO THE 2022-2023 TAX ROLL AND TO COLLECT THE TAX AT THE SAME TIME AS GENERAL COUNTY TAXES**

**WHEREAS**, at its June 25, 1997 meeting, the Portola Valley Town Council, acting as the Governing Board for the Woodside Highlands Road Maintenance District, adopted Ordinance No. 1997-300, imposing a special tax for private road maintenance; and

**WHEREAS**, in November 1997, more than two-thirds of the voters within the Woodside Highlands Road Maintenance District approved Measure C on the ballot enacting the special tax; and

**WHEREAS**, each improved parcel within the Woodside Highlands Road Maintenance District is required to remit \$250 annually; and

**WHEREAS**, Ordinance No. 1997-300 has not been amended and none of the parcels have been modified over the past year.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Portola Valley that:

1. The Town of Portola Valley authorizes the San Mateo County Controller to apply the charges to the 2022-2023 tax roll in accordance with documents supplied by the Woodside Highlands Road Maintenance District; and
2. The Town of Portola Valley authorizes the tax collector to collect the taxes at the same time and in the same manner as the general county taxes are collected.

**PASSED AND ADOPTED this 22<sup>nd</sup> day of June, 2022.**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

RESOLUTION NO. \_\_\_\_\_-2022

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY AUTHORIZING THE SAN MATEO COUNTY CONTROLLER TO APPLY THE SPECIAL TAX FOR THE WAYSIDE II ROAD MAINTENANCE DISTRICT TO THE 2022-2023 TAX ROLL AND TO COLLECT THE TAX AT THE SAME TIME AS GENERAL COUNTY TAXES**

**WHEREAS**, at its July 9, 1997 meeting, the Portola Valley Town Council, acting as the Governing Board for the Wayside II Road Maintenance District, adopted Ordinance No. 1997-301, imposing a special tax for private road maintenance; and

**WHEREAS**, in November 1997, more than two-thirds of the voters within the Wayside II Road Maintenance District approved Measure D on the ballot enacting the special tax; and

**WHEREAS**, in June 2012, more than two-thirds of the voters within the District approved Measure V on the ballot increasing the special tax;

**WHEREAS**, each improved parcel within the Wayside II Road Maintenance District is required to remit \$950 annually; and

**WHEREAS**, Ordinance No. 1997-301 has not been amended and none of the parcels have been modified over the past year.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Portola Valley that:

1. The Town of Portola Valley authorizes the San Mateo County Controller to apply the charges to the 2022-2023 tax roll in accordance with documents supplied by the Wayside II Road Maintenance District; and
2. The Town of Portola Valley authorizes the tax collector to collect the taxes at the same time and in the same manner as the general county taxes are collected.

**PASSED AND ADOPTED this 22<sup>nd</sup> day of June, 2022.**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk



# TOWN OF PORTOLA VALLEY

## STAFF REPORT

---

**TO:** Mayor and Members of the Town Council

**FROM:** Jeremy Dennis, Town Manager

A handwritten signature in black ink, appearing to read 'Jeremy Dennis', is written over the 'FROM:' line.

**DATE:** June 22, 2022

**RE:** Thank you for Redwood City IT services

### **RECOMMENDATION**

Staff recommends that the Town Council authorize the Mayor to sign the attached letter thanking the City of Redwood City for IT service support

### **BACKGROUND**

Since 2010, the Town has contracted with the City of Redwood City for IT support. Redwood City staff informed the Town earlier this year that they would be unable to continue with the contract.

Such relationships between the communities of San Mateo County are part of the DNA of cooperation and collaboration that has existed on the Peninsula for many years. To that end, staff recommends that the Town Council authorize the Mayor to sign the attached letter thanking Redwood City, and Jesus Reyna (the Town's IT consultant) for the last twelve years.

### **ATTACHMENT**

1. Thank You Letter





# TOWN of PORTOLA VALLEY

Town Hall: 765 Portola Road, Portola Valley, CA 94028 - Tel: (650) 851-1700 Fax: (650) 851-4677

June 22, 2022

Melissa Stevenson Diaz  
City Manager, City of Redwood City  
1017 Middlefield Road  
Redwood City, CA 94063

Melissa –

On behalf of the Town Council and staff, I write to thank you for the 12 years the City of Redwood City has provided IT support for our Town Government.

Partnerships such as ours are a powerful reminder of how much we can accomplish together, rely on each other for different needs, and share what we have learned. Not only has the service been outstanding, we have greatly benefitted from the consulting support on the Town's various software updates and cybersecurity implementation efforts.

In particular, I would like to express our admiration and thanks to Jesus Reyna, who has served our IT lead for the last four years. Jesus has been generous with his time, quick to offer help, and always a resource to collaborate with on projects. Please share our gratitude.

Sincerely,

Craig Hughes, Mayor  
Town of Portola Valley



# TOWN OF PORTOLA VALLEY

## STAFF REPORT

---

**TO:** Mayor and Members of the Town Council

**FROM:** Melvin E. Gaines, Assistant Town Manager

**DATE:** June 22, 2022

**RE:** Resolution Authorizing Two-Year Agreement with STEPFORD, Inc. for Comprehensive Managed IT Services

### **RECOMMENDATION**

Staff recommends that the Town Council authorize the Town Manager to execute a two-year Agreement with STEPFORD, Inc., for Comprehensive IT Managed Services.

### **BACKGROUND**

#### **City of Redwood City Ending External IT Managed Services**

The Town has contracted with the City of Redwood City for Information Technology (IT) Managed Services since 2010. The IT services provided by Redwood City have served the Town well, allowing the Town to pay for limited, but dedicated IT support while having 24/7 backup support and the ability to source the knowledge base of the Redwood City IT team.

In Fall 2021, the City of Redwood City informed the Town that they could no longer provide IT managed services to the Town after June 2022. Redwood City is transitioning away from providing IT services to other municipalities.

#### **RFP for Comprehensive IT Managed Services**

In effort to procure comprehensive IT managed services beyond June 2022, the Town issued a Request for Proposals (RFP) for Comprehensive IT Managed Services in April 2022. The Town received four proposals from qualified vendors. When Town staff concluded their evaluation of proposals, STEPFORD, Inc. was selected as the most qualified vendor. Town staff recommends that the Town enter into a two-year agreement with STEPFORD, Inc. for Comprehensive Managed IT Services.

### **DISCUSSION**

The Town evaluated proposals based on criteria that included responsiveness to the RFP and demonstrated understanding of the requested work; the firm's expertise and

competence; professional qualifications and experience of the persons likely to be assigned to the project; the firm's experience providing similar IT managed services to municipalities, proposed compensation rates, and reference recommendations. STEPFORD Inc. received the highest point totals amongst proposers in most of these categories and received the highest overall evaluation score.

### **Level of Service**

The terms of the agreement with STEPFORD, Inc. are for STEPFORD to provide four weekly hours of on-site service and unlimited weekly remote service during regular business hours. As part of the base services, STEPFORD will manage the Town's equipment and servers and provide other services such as network and security management and IT strategic planning. STEPFORD is aware of many of the Town's desired technology improvements, such as transitioning to a cloud-based Town server and a VOIP phone system, and has the expertise to help the Town make these transitions as part of the base services they provide.

For a full list of services STEPFORD will provide under this agreement, see Attachment 2, Exhibit A. This level of service is higher than the level of service guaranteed in the Town's agreement with the City of Redwood City for IT services that expires June 30, 2022.

### **Agreement Term/Cost**

Staff recommends a two-year agreement with STEPFORD, Inc. that includes the same rates for each year. The year one base price of \$49,540 includes \$2,500 in non-recurring charges to facilitate the transition from Redwood City IT. The monthly recurring charges are \$3,920, for a total of \$47,040 per year. Staff recommends a contingency of \$5,000 each year to cover any additional charges the Town may incur for additional charges such as after-hours help or additional on-site hours. Additional charges shall be provided only if requested in writing by the Town.

The total agreement costs are \$106,580 for two years which includes a \$10,000 contingency. A breakdown of these costs is included in Attachment 2, Exhibit B, and is summarized in Table 1, below.

Table 1: Stepford Agreement Compensation

<i>FY 2022-23</i>			
	<u>Amount</u>	<u>Months</u>	<u>Max Total</u>
Non-recurring Charges	\$2,500	1	\$2,500
Monthly Recurring Charges	\$3,920	12	\$47,040
FY 2022-23 Base Charges			\$49,540
Additional Charges/Contingency	TBD	TBD	\$5,000
<b><i>FY 2022-23 Maximum</i></b>			<b><i>\$54,540</i></b>
<i>FY 2023-24</i>			
Monthly Recurring Charges	\$3,920	12	\$47,040
FY 2023-24 Base Charges			\$47,040
Additional Charges/Contingency	TBD	TBD	\$5,000
<b><i>FY 2023-24 Maximum</i></b>			<b><i>\$52,040</i></b>
<b>Total Agreement Base</b>			<b>\$96,580</b>
<b>Maximum Total Agreement</b>			<b>\$106,580</b>

The average base price of \$48,290 per year is slightly more than the Town currently pays the City of Redwood City for IT managed services. In FY 2019-20, the Town paid Redwood City \$40,884 while it paid \$43,338 in FY 2020-21. In this current FY 2021-22, the Town has budgeted 48,000 for Redwood City IT services.

**FISCAL IMPACT**

The FY 2022-23 fiscal impact will be \$49,540 in base costs in addition to a \$5,000 contingency for a total of \$54,540. The FY 2023-24 fiscal impact will be \$47,040 in base costs plus a \$5,000 contingency for a total of \$52,040. The total cost of the agreement over fiscal years 2022-23 and 2023-24 is \$96,580 in base costs and \$10,000 for contingency; a total of \$106,580.

**ATTACHMENTS**

1. Resolution
2. STEPFORD, Inc. Agreement

RESOLUTION NO. \_\_\_\_\_-2022

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY  
AUTHORIZING THE TOWN MANAGER TO EXECUTE A TWO-YEAR AGREEMENT WITH  
STEPFORD, INC. FOR COMPREHENSIVE IT MANAGED SERVICES**

**WHEREAS**, the Town of Portola Valley issued a Request for Proposals for comprehensive IT managed services and received four proposals from qualified vendors; and

**WHEREAS**, the proposal evaluation process determined that STEPFORD, Inc. was the most qualified proposer and the Town wishes to procure comprehensive IT managed services from STEPFORD, Inc.; and

**WHEREAS**, the Town Council of the Town of Portola Valley has read and considered that certain Agreement for Professional Services (“Agreement”) between the Town and STEPFORD, Inc.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Council of the Town of Portola Valley approves and authorizes the Town Manager to execute a two-year agreement with STEPFORD Inc. for comprehensive IT managed services in an amount not to exceed one hundred and six thousand five hundred and eighty dollars (\$106,580).

**PASSED AND ADOPTED** this 22<sup>nd</sup> Day of June, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Melissa Thurman, MMC  
Town Clerk

**TOWN OF PORTOLA VALLEY  
PROFESSIONAL SERVICES AGREEMENT  
WITH STEPFORD INC., FOR COMPREHENSIVE IT MANAGED SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_ day of June, 2022 by and between the Town of Portola Valley, a municipal corporation, (“Town”) and Stepford Inc., a California Corporation with its principal place of business at 1160 Industrial Road, Building 9 San Carlos, CA 94070 (hereinafter referred to as “Consultant”).

RECITALS

A. The Town desires to retain the professional consulting services of Consultant as an independent contractor to provide comprehensive information technology managed services to the Town, as described in more detail in Exhibit A. Consultant will work with the Town to provide Comprehensive IT Managed Services.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE AND LEVEL OF SERVICES. The nature, scope and level of the specific services to be performed by Consultant are as set forth in detail in Exhibit A attached hereto.

2. TIME OF PERFORMANCE. Consultant shall perform its services in a timely, regular basis and shall complete the services required hereunder within timeframes specified within Exhibit A.

3. STANDARD OF PERFORMANCE. As a material inducement to the Town to enter into this Agreement, Consultant hereby represents and warrants that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Town. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder and will perform the services to a standard of reasonable professional care.

4. COMPLIANCE WITH LAW. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the Town, and any federal, state or local governmental agency having jurisdiction in effect at the time the service is rendered.

5. TERM. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect until the services required hereunder have been satisfactorily completed by Consultant, unless earlier terminated pursuant to Section 17, below.

6. COMPENSATION. The Town agrees to compensate Consultant for its services according to the fee schedule set forth in Exhibit B, to a maximum of one hundred and six thousand five hundred and eighty dollars (\$106,580). In no event shall the total compensation and costs payable to consultant under this Agreement exceed the sum of one hundred and six thousand five hundred and eighty dollars (\$106,580) , unless specifically approved in writing by the Town Council.

7. METHOD OF PAYMENT. Consultant shall invoice the Town each month for work performed as set forth in Exhibit A. Payments to Consultant by Town shall be made within thirty (30) days after receipt by Town of Consultant's itemized invoices.

8. REPRESENTATIVE. Dianna Laines is hereby designated as the representative of Consultant authorized to act on its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of Dianna Laines were a substantial inducement for Town to enter into this Agreement. Therefore, Dianna Laines shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Consultant without the express written approval of the Town.

9. INDEPENDENT CONTRACTOR. Consultant is, and shall at all times remain as to the Town, a wholly independent contractor and not an agent or employee of Town. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Consultant receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Consultant shall not be eligible for benefits and shall receive no compensation from the Town except as expressly set forth in this Agreement. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Town or otherwise act on behalf of the Town as an agent. Neither the Town, nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall at no time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the Town. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Town harmless from any and all taxes, assessments, penalties, and interest asserted against the Town by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the worker's compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Town harmless from any failure of Consultant to comply with applicable worker's compensation laws. The Town shall not have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Town from Consultant as a result of Consultant's failure to promptly pay the Town any reimbursement or indemnification arising under this Section.

10. CONFIDENTIALITY. Consultant, in the course of its duties, may have access to financial, accounting, statistical and personal data of private individuals and employees of the Town. Consultant covenants that all data, documents, discussion, or other information developed and received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the Town. The Town shall grant such authorization if disclosure is required by law. Upon request, all Town data shall be returned to the Town upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

11. OWNERSHIP OF MATERIAL. All reports, documents, or other written materials developed or discovered by Consultant or any other person engaged directly or indirectly by Consultant in the performance of this Agreement shall be and remain the property of the Town without restriction or limitation upon its use or dissemination by the Town.

12. CONFLICT OF INTEREST. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the Town on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the Town.

13. ASSIGNABILITY; SUBCONTRACTING. The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Consultant's obligations hereunder, without the prior written consent of the Town Council, and any attempt by Consultant to do so shall be void and of no effect and a breach of this Agreement.

14. INDEMNIFICATION.

14.1 To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel approved by the Town) and hold harmless the Town, and its elective or appointive boards, officers, employees, agents and volunteers against any claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this Agreement due to the acts or omissions of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive



completion of the services or the termination of this Agreement. The acceptance of such services shall not operate as a waiver of such right of indemnification.

14.2 With regard to Consultant's professional services, Consultant agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Consultant's profession, including without limitation adherence to all applicable safety standards. To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel approved by the Town) and hold harmless the Town, and its elective or appointive boards, officers, and employees from and against all liabilities, including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, court costs and costs of alternative dispute resolution regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of said services and duties by Town shall not operate as a waiver of such right of indemnification.

14.3 The Town does not and shall not waive any rights that they may possess against Consultant because of the acceptance by the Town or the deposit with the Town of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15. INSURANCE REQUIREMENTS. Consultant agrees to have and maintain the policies set forth in Exhibit C entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Town Attorney as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the Town Attorney. Consultant agrees to provide Town with a copy of said policies, certificates, and/or endorsements before work commences under this Agreement. A lapse in any required amount or type of insurance coverage during this Agreement shall be a breach of this Agreement.

16. SUSPENSION. The Town may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of the Town, or for work stoppages beyond the control of the Town or the Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of work does not void this Agreement. In the event that work is suspended for a period exceeding 120 days, the schedule and cost for completion of the work will be adjusted by mutual consent of the parties.

17. TERMINATION.

17.1 This Agreement may be terminated by either the Town or Consultant following five (5) days written notice of intention to terminate. In the event the Agreement is terminated, Consultant shall be paid for any services properly performed to the last working day the Agreement is in effect. Consultant shall substantiate the final cost of services by an itemized, written statement submitted to the Town. The Town's right of termination shall be in addition to all other remedies available under law to the Town.

17.2 In the event of termination, Consultant shall deliver to the Town copies of all reports, documents, computer disks, and other work prepared by Consultant under this Agreement, if any. If Consultant's written work is contained on a hard computer disk, Consultant shall, in addition to providing a written copy of the information on the hard disk, immediately transfer all written work from the hard computer disk to a soft computer disk and deliver said soft computer disk to Town. Town shall not pay Consultant for services performed by Consultant through the last working day the Agreement is in effect unless and until Consultant has delivered the above described items to the Town.

18. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, supplies, materials, or equipment provided to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

19. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES. Waiver by either party of any breach or violation of any one or more terms or conditions of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the Town of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement. In no event shall the Town's making of any payment to Consultant constitute or be construed as a waiver by the Town of any breach of this Agreement, or any default which may then exist on the part of Consultant, and the making of any such payment by the Town shall in no way impair or prejudice any right or remedy available to the Town with regard to such breach or default.

20. NOTICES. Any notices, bills, invoices, reports or other communications required or permitted to be given under this Agreement shall be given in writing by personal delivery, by facsimile transmission with verification of receipt or by U.S. mail, postage prepaid, and return receipt requested, addressed to the respective parties as follows:

To Town:

Town Manager  
Town of Portola Valley  
765 Portola Road  
Portola Valley, CA 94028  
Fax: (650) 851-4677

To Consultant:

Dianna Laines  
Stepford, Inc.  
1160 Industrial Road, Building 9  
San Carlos, CA 94070  
Email: Sales@stepford.com

Notice shall be deemed communicated on the earlier of actual receipt or forty-eight (48) hours after deposit in the U.S. mail, the date of delivery shown on deliverer's receipt, or by acknowledgment of facsimile transmission.

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Consultant will take affirmative action to ensure that employees are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

22. ATTORNEYS' FEES; VENUE. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be San Mateo County.

23. COOPERATION. In the event any claim or action is brought against the Town relating to Consultant's performance or services under this Agreement, Consultant shall render any reasonable assistance and cooperation which Town might require.

24. EXHIBITS, PRECEDENCE. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement.

25. PRIOR AGREEMENTS AND AMENDMENTS; ENTIRE AGREEMENT. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between the Town and Consultant. This Agreement supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by

a written amendment duly executed by the parties to this Agreement. Any amendment relating to compensation for Consultant shall be for only a not-to-exceed sum.

**IN WITNESS WHEREOF**, the Town and Consultant have executed this Agreement effective as of the date written above.

**TOWN:**

**CONSULTANT:**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

EIN \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Town Clerk

## **Exhibit A -Scope of Services**

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### **Description of Services**

#### Transition from Existing MSP

A block of time will be dedicated to non-recurring services for the purpose of discovery, orientation and transferring knowledge from the existing managed service provider.

We meet with the current IT support team to gather as much information as possible about infrastructure, operations, processes and ongoing initiatives. Any existing documentation is uploaded into our knowledgebase and we add to that based on interviews with outgoing support personnel.

We meet with the customer's management team for a forum on the expectations described to us and what we understand our deliverables to be. At that time, we invite questions and comments to ensure everyone has a clear understanding of our mission and methodology and we have information we can use to shape our service delivery.

A list of internal and external contacts and areas of responsibility is developed so we have the necessary information to respond to any situation including server room HVAC failure, Internet services down, public DNS changes required, ERP system support needed and any other event that we will be expected to handle.

A review of service tickets for the last 6-12 months is performed to develop an overview of known service patterns and requirements. This also gives us insight into chronic issues for which we can propose remediation and training issues that can improve the value of systems by improving user skill levels.

Our technicians on site to perform a hands-on review of the technology infrastructure and to meet the user community. The information gathered here is then transmitted to our help desk to create a basic understanding of the target audience and the systems they use.

For the first 30-60 days, the target metrics will not apply as our technicians go through the learning curve to become proficient with the customer and the customer understands how to best work with us.

During the first 30 days, we suggest a management review weekly, then bi-weekly for the next 30 days and monthly thereafter. This helps us develop a schedule for regular visits and allocation of on-site time to specific departments or personnel along with a VIP list so we know when to prioritize based on the requestor as well as the impact of the issue reported. For example, we understand that an Email issue for a Council member may take precedence over a printing problem in Finance.

Our operations and personnel will be adjusted as needed to ensure the expected service levels. At the end of the first 90 days, we will request a review to discuss the progress made and address any unforeseen issues that may require adjustments on the customer side or in the T&C's of the Agreement.

## **Exhibit A -Scope of Services**

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### **Description of Services**

#### **Base Services - Hardware Support**

STEPFORD's role will be to maintain the operational integrity of hardware including servers, workstations, storage systems, switches, routers, firewalls and other infrastructure components.

To accomplish that, our personnel will perform minor, routine repairs and maintenance such as reseating components, cleaning during inspections, swapping out failed hard drives, adding interface modules, upgrading RAM, replacing cables, etc. For more detailed work such as a main system board replacement or anything that involves electrical work of any kind, we will call for manufacturer authorized service.

When 3<sup>rd</sup>-party services are required, we will handle the scheduling, oversight and verification of all services performed. In situations where data needs to be protected or backed up, we will perform the actions required to ensure that there is no data loss.

#### **Base Services - Operating System Support**

Our support will be limited to Windows and VMware and the scope of work will be application of service packs/patches/updates, diagnostics, liaison with the manufacturer for engineering support and advanced problem resolution and general administration.

#### **Base Services - Application Support**

STEPFORD is qualified to deliver support for most mainstream applications as well as many others commonly used in municipal government environments.

Where a need for support goes beyond our skill set, knowledge or expertise, we will engage with the software vendor to facilitate the support required to resolve issues and maintain all software in use.

#### **Base Services - Printers**

Standard processes such as interfacing to systems and/or networks, firmware updates, consumable replacement, minor parts replacements such as drums and anything that does not require the dismantling and reassembly of printers will be performed. STEPFORD will facilitate 3<sup>rd</sup>-party services using our partnerships or existing customer relationships to implement repairs or services beyond basic maintenance.

## **Exhibit A -Scope of Services**

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### **Description of Services**

#### **Base Services - Mobile Devices**

We will assist with the configuration of mobile devices to connect to organizational networks and resources including application installation/configuration, VPN and other business-related support issues.

If desired, we can also implement mobile device management that includes policy enforcement, location reporting, remote destruct and other capabilities.

#### **Base Services - Server Virtualization**

STEPFORD has been a Microsoft partner since 1995 and a VMware partner since 2005 with extensive experience with Microsoft Hyper-V and VMware ESX, including installation, configuration, maintenance and support.

#### **Base Services - Storage Virtualization**

While there are dozens of storage systems and vendors, and STEPFORD specializes in specific manufacturer systems, we are well versed in storage concepts and we are able to absorb the requisite knowledge for specific systems easily with minimal orientation.

While hardware and software engineering support will need to come from the manufacturer, we will handle the routine maintenance and administration of storage systems including DAS, NAS and SAN systems.

#### **Base Services - Network Management**

As manufacturer partners and/or authorized resellers for most major networking hardware including Cisco, HP/Aruba, Juniper/Mist, Sophos, SonicWALL, Dell and many others, we have delivered, installed, configured, supported and maintained switches, routers and firewalls for our customers since our inception as a company. In doing so, we have also provided the network engineering and design to accompany the communications components with a strong focus on security, reliability, performance and sustainability.

## **Exhibit A -Scope of Services**

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### **Description of Services**

#### **Base Services - Security Management**

Our approach to security includes:

Endpoint protection, detection and eradication

Cybersecurity awareness through user training

Phishing tests to identify and remediate staff vulnerabilities

Password policies and management

Multi-factor authentication

Internal vulnerability scanning

External vulnerability scanning

External penetration testing

Participation in security groups and forums distributing information on security trends

In today's world of increasing cyber threats and significant cost when attacks occur, we urge diligence with all of our customers and we have partnered with the best of breed vendors and service providers to build a suite of options that provides the best possible risk mitigation.

STEPFORD coordinates with the security partners, manages the services, monitors events, and responds to incidents 24/7 to ensure the integrity of our customers' security platforms and their implementation in a manner that delivers the security expected. We are members of many security groups made up of government, private and manufacturer contributors that disseminate information regarding new threats and actionable items to prevent a breach or compromise of networks and systems.



## **Exhibit A -Scope of Services**

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### **Description of Services**

#### **Base Services - Data Protection**

The two important factors in data protection are prevention and recovery.

##### 1) Prevention

Risks to data include unintentional or intentional user actions, system failures, attacks by malware, and damage to or theft of information by external entities.

Basic system and file security prevent most unintentional user errors. Backup policies and file transfer monitoring will protect from most intentional user actions that could be harmful to an organization.

Business continuity planning with emphasis on redundancy, including backup policies, will avoid system failures and resulting data loss as well as disruption of access to systems, applications and data for users.

Strong security policies and procedures can be implemented to protect against malicious software and external attacks.

##### 2) Recovery

SMBs, government, the Fortune 500 and even security companies have discovered that there is no such thing as a 100% guarantee against data loss and while there's no guarantee that data will be lost, it is important to plan for the worst-case scenario.

We also recognize the costs that accompany protective measures so each organization has to define their acceptable risk and apply measures to limit potential losses to that level.

Loss of data could be as little as a single file or Email message and as much as the entire infrastructure. Backup capabilities and policies can be designed to meet any requirement including:

- a) local file recovery for loss of files or folders due to user error or malware
- b) full image replication for restoring entire server volumes or servers
- c) off-site replication to ensure access to the servers in the event of a catastrophic loss of facilities or loss of access to facilities
- d) cloud repository backup to protect against cloud provider failures

## **Exhibit A -Scope of Services**

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### **Description of Services**

#### **Base Services - Business Continuity (BC)**

BC planning involves an analysis of the components and services required to maintain the operation of business-critical components.

Nothing operates without power. Commercial power outages are infrequent but must be accommodated and backup battery power is a basic requirement. Generator backup can be added for extended protection against power outages where public safety agency operations or healthcare depends on power.

Storage is the cornerstone of any infrastructure. Storage nodes should have redundant arrays of devices, redundant network paths for access from servers and redundant power supplies. A storage system should be comprised of multiple redundant storage nodes with synchronous replication so that the failure of a node does not disrupt access to data since all data resides in multiple physical locations.

Physical host servers need to include options to accommodate power supply and network port failures. Virtualization of application servers using a multi-host platform with high availability delivers continuous operation of servers even if a physical host is offline due to failure, planned maintenance or other disruption.

#### **Base Services - Disaster Recovery (DR)**

There should be a plan for resumption of services in the event of a catastrophic loss of the primary facilities.

This involves replicating full operational images of all servers to an off-site facility with standby compute power capable of spinning up the server images and bringing the off-site copy of your network info operation. Backup software licensing and off-site storage are the basic requirements to implement DR..

A full plan also requires consideration for remote connectivity to allow users to access the recovered resources in the remote facility.

#### **Base Services – Remote Worker**

STEPFORD has been providing private hosting of servers for customers since 1999 which has included a variety of mechanisms for remote access to systems, data and applications. Disaster recovery planning includes a methodology for remotely accessing a recovered site in a remote facility and COVID has made the remote worker a standard part of almost every environment we support.

Our personnel are well versed in the setup and support of remote access.

## **Exhibit A -Scope of Services**

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### **Description of Services**

#### **Base Services - Project Management**

Internally, STEPFORD has developed a business that includes on-site support, in-house technical support, partnerships with many major manufacturers to enable VAR services, private hosting and colocation with multiple data centers, backup and disaster recovery services, security, communications services and other initiatives. Each of these components is a significant and ongoing project delivering services to a diverse customer base that demonstrates our ability to plan and execute highly complex projects.

Our capabilities for project management can be partial or all encompassing, including requirements analysis and definition, design, resource planning to define information/hardware/personnel required, task lists with time estimates, contingency planning, cost estimates and budgeting support, staffing, scheduling, and management/monitoring of work performed. In most cases, we are entirely responsible for the projects we handle from end to end but in many cases there are multiple vendors and we are often managing the resources and performance of others.

#### **Base Services - Staffing**

As needs arise, STEPFORD can fulfill almost any IT-related needs with existing staff and our network of partnerships for components that are not part of our core services such as audio/video, data cabling, printer maintenance/repair, custom programming, electrical, construction, mechanical engineering, and other areas.

#### **Base Services – Cloud Services**

STEPFORD owns and operates private cloud infrastructure designed to host servers and provide storage repositories for data backup and replication with disaster recovery capability.

We are a Microsoft Cloud Service Provider. We provide services that include everything from the setup of tenants to licensing administration, user management, data backups, hybrid integration, and server hosting.

We are a partner for Amazon Web Services and can deliver their entire suite of services. This can be simple storage or an entire infrastructure with firewalls and redundancy.

We also manage portals for hosted VoIP, security, networking equipment and other services.

## **Exhibit A -Scope of Services**

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### **Description of Services**

#### **Base Services – Ongoing Improvements and Strategic Planning**

With our broad range of services and the support we provide to a wide diversity of customer environments along with the information absorbed from the long list of vendors and products we support, we are in a constant state of learning about products, services and methods that can improve performance, security, reliability and other aspects of our customers' technology platforms and operations.

This knowledge is put to ongoing use in making recommendations for improvements as well as remediating chronic issues. In doing so, we are also keenly aware of the business goals, and we only make recommendations for technology where it improves those goals. As a true technology partner, we see your operations and budget as if they were our own.

The same vision is used to assist in the development of strategic plans for adoption of new technology, growth, consideration of compliance and regulatory issues, changes in the security landscape and anything that requires a strong grasp of business technology concepts. This also facilitates decision support and budget estimates for special projects and ongoing operations.

#### **Base Services – Policies and Procedures**

Few organizations are entirely up to date. As part of any engagement, we are available to assist with:

- security policies
- remote worker policies
- acceptable use policies for mail/Internet/system access
- employee onboarding procedures
- employee termination procedures
- test plans and system acceptance guidelines

We will collaborate with management, offer guidance for best practices, provide examples from similar organizations and work together to develop the appropriate language.

## **Exhibit A -Scope of Services**

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### **Description of Services**

#### **Base Services – Purchasing Services**

When purchasing uses online resellers, warehouses like Amazon or manufacturer-direct sales, this randomized methodology can save minor amounts but creates problems any time a return is required due to an ordering/shipping error, DOA/damaged product or other reason. In some cases, name brand manufacturer products sold through discount outlets do not come with manufacturer warranties and the manufacturer will not provide a warranty because the products were not purchase through a manufacturer-authorized partner or reseller.

STEPFORD has established authorized partnerships or reseller status with almost all major manufacturers including Dell, HP, Cisco, Lenovo, Sophos, SonicWALL, VMware, Microsoft, Acronis, CradlePoint, Veeam, Juniper and many others. We purchase through direct wholesale manufacturer distribution channels and we can offer pricing below most Internet warehouse outlets because of our direct relationships and sales volumes. Where required, we obtain quotes from other sources for price comparisons when multiple bids are needed and we will facilitate purchasing from another source if that's the best pricing.

Establishing standard profiles and options for workstations and monitors based on user functionality required can minimize the effort involved and time required to order products. Once pricing for the options has been established, it's a simple matter of sending an E-mail to order pre-defined options.

When ordering systems and other configurable components through STEPFORD, we also offer hardware initialization services. The systems are delivered to our office. We set the system up in our tech room, initialize Windows and set options to meet the standard for your organization. We install any software requested. Where allowed, we connect via VPN to join the system to the customer's Domain, set up printers, create user profiles, copy user favorites and other tasks normally done on site during the installation process. We maintain system baseline specs for each customer for this purpose. Once initialized, we deliver the systems to the customer and the pre-installation work saves significant on-site technician time while reducing user disruption. We also do this with servers, switches, firewalls and any other equipment requiring configuration that can be done prior to delivery. This service is included with the purchase at a low fixed cost.

If STEPFORD is not to be used as a source, all services required to assist with purchasing decision support and obtaining proposals will be performed as part of the on-site hours provisioned.

## **Exhibit A -Scope of Services**

---

### **Description of Services**

#### **Base Services – Documentation**

Service records are maintained indefinitely in Connectwise Manage which provides a searchable database of events, remedial processes and solutions.

As information is developed regarding technology and business processes, it is recorded and maintained in IT Boost, the documentation facility of Connectwise which is also searchable and available to all technicians providing support.

Projects are defined separately from service tickets within Connectwise. Projects can be defined in phases with an accompanying task list for each phase with time estimates and resources required to allow coordination and tracking of projects.

System documentation is acquired through the RMM agent installed on all systems. Hardware/software inventory is uploaded into our system automatically and warranty status is reported monthly on an automated schedule.

STEPFORD will also assist with onboarding/separation documents, acceptable use policies and other business policies and procedures.

## **Exhibit A -Scope of Services**

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### **Description of Services**

#### Service Management

The centerpiece of STEPFORD's service management is ConnectWise (CW). All services provided are tracked through CW. The following components are used in our service delivery:

- 1) Manage
  - Service ticket origination, updates and tracking.
  - Prioritization of service requests
  - Service reports including tickets created, tickets closed, tickets pending, service requests by user, service level metrics and performance
- 2) Remote monitoring and management
  - Software agent monitoring systems for operational integrity
  - Automated updates and patching of operating systems and major applications
  - System-generated tickets for technical support when required
- 3) Inventory and Asset Management
  - Reporting of system hardware configuration
  - Reporting of software assets and licensing
  - Support for compliance auditing
- 4) Warranty Reporting and Lifecycle Management
  - Reporting of system purchase dates to define age of major hardware components
  - Reporting or warranty expiration dates
  - Support for budget process
- 5) Remote Support
  - Access to system level to diagnose and correct problems without user intervention or disruption
  - User-controlled remote desktop access to facilitate direct interaction with users
  - Unattended administrator access to perform software installations and deploy updates requiring admin-level credentials

A separate service board is maintained for each customer and each customer is provided with one user license for access to the portal to allow viewing, management, and reporting of their own service tickets. Additional licenses may be requested and will be provided at an additional monthly recurring charge.

## **Exhibit A -Scope of Services**

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### **Description of Services**

#### Help Desk Support

STEPFORD maintains in-house technicians to provide help desk during regular hours defined as 8:00AM to 5:00PM Monday through Friday excluding holidays. User support and system administration are via phone, Email and remote desktop access. Technicians will respond to service requests from the Town during the hours requested, from 8:00AM to 5:00PM Monday through Friday excluding holidays with callback service provided for service requests received prior to 8:00AM or after 5:00PM.

Users may create tickets by Emailing directly to [help@stepford.com](mailto:help@stepford.com). Users may call in if they are unable to Email or feel that verbal interaction is need to communicate and issue in which case STEPFORD personnel will generate a service ticket for the user. Using the ConnectWise Automate agent installed on desktops, users may also submit tickets directly into the ticket system using a system tray icon.

If requested an authorized by the user, STEPFORD personnel have the option to connect remotely to the user desktop to engage with hands-on to deal with the issue firsthand. Remote access is available for system maintenance. Problem resolution and training purposes.

STEPFORD help desk personnel also provide support for STEPFORD technicians in the field, providing a team approach to our service delivery.

Customer service requests such as service reports, copies of statements, billing questions and other items unrelated to technical support are handled via the above communications methods. Specific types of inquiries may be Emailed to addresses we have set up for that purpose such as [accounting@](mailto:accounting@), [sales@](mailto:sales@) and [techsupport@](mailto:techsupport@). Prior to the start of services, contact information and procedures will be distributed

During regular hours, service tickets, calls and Emails are answered immediately when a technician is available and in the order of receipt, if queued during times when all available personnel are busy assisting customers. If not answered immediately, our goal is to respond within one hour to any request regardless of priority. From time of receipt of a request to time of resolution, the elapsed time will vary based on the nature of the request, support required and priority.

#### After-Hours Support

Outside of regular hours, support is available by requesting emergency service via phone using our main line, pressing 1 for emergencies and leaving a voicemail with a description of the problem and contact info to be used for response. The voicemail is sent to all personnel via Email and technical support staff are notified immediately via SMS alerts. The on-call technician will review the request and respond or engage others as necessary to provide the level of assistance required.



## **Exhibit A -Scope of Services**

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### **Description of Services**

#### **Service Escalation**

Customers can contact us anytime by communicating via Email related to a ticket or via the ticket system directly. This will cause our operations management to check the status. If the ticket is approaching its time limit based on the priority, we will escalate internally. If the customer requests escalation, operations management will engage with technical support to determine the status and get an ETA on the next step or final resolution. In many cases, tickets wait on interaction with the customer or a 3<sup>rd</sup> party and we will follow up to pin down a time for that interaction to occur. If waiting on parts or technical support from a 3<sup>rd</sup> party, that party will be contacted and their response will be escalated.

On a second call for escalation, the report goes to the technical service manager who then pools all available resources and may opt to engage additional personnel if the time lag is due to available resources. Technical issues are reviewed and team collaboration will occur to assist the assigned technician in achieving the desired outcome.

In any situation where a further contact is received from a customer, the company president engages and will take administrative action as necessary to move the resolution forward.

## **Exhibit A -Scope of Services**

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### **Description of Services**

#### Exclusions

The following items are excluded from the fixed fees to be charged for the scope of work defined:

Cabling services (available on request).

Hardware parts, software, cable, connectors, other materials of any kind.

Support for the current phone system although networking support will be provided for the phone system.

MDM system for tablets, phones or other mobile devices (available on request, additional fees apply). Mobile devices will be managed through the RMM system and routine service requests on as an-needed basis.

Encryption products or services (available on request, additional fees apply).

Carrier services for Internet, private line, voice line or VoIP (available on request, additional fees apply).

After hours support (available on request, additional fees apply).

On-site hours beyond 24 per week, annualized as 104 hours per month (available on request, additional fees apply).

Repairs on hardware covered by a manufacturer warranty. STEPFORD will act as liaison for the Town, facilitating and coordinating responses from vendors for warranty service requests.

## **Exhibit A -Scope of Services**

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### **Additional Information**

All services quoted are based on rates for services provided Monday through Friday from 8:00AM to 5:00PM Pacific. If any tasks require work to be performed outside normal hours, overtime rates will apply to those hours. STEPFORD rates are \$220.00 per hour for regular time and \$375.00 per hour for overtime. In consideration of the size and scope of this project and as a courtesy, our hourly rates for the work described herein have been discounted to \$150.00 for regular time and \$225.00 for overtime. These rates will remain in effect throughout the duration of this contract.

On-site service will be delivered as blocks of hours with a three-hour minimum. Each block of hours will begin with the arrival of the technician at the first location where services are to be performed and will end when the technician leaves the last site where services are performed, exclusive of any time taken for meals or other activities unrelated to services to the Town.

Upon acceptance of our proposal, STEPFORD will provide the required proof of insurance and indemnification. Our insurance meets the minimum requirements stated.

Specific personnel and number of personnel assigned are subject to change at any time with notice. The number of personnel identified herein represent a minimum.

STEPFORD has not had a contract terminated for cause, had any insurance claims related to the services we provide or been involved in any litigation regarding services or performance since our inception.

Additional services may be requested at any time and will be quoted at the time of request.

STEPFORD has no conflicts of interest and no business or family relationships with any employee, officer, board member or subcontractor of any public agency.

**EXHIBIT B**

(COMPENSATION)

YEAR ONE

Non – Recurring Charges \$2,500

Discovery  
Orientation  
Transition from existing IT

Monthly Recurring Charges \$3,920

RMM agent for 4 servers (cost per unit = \$50) \$ 200  
RMM agent for 24 workstations (cost per unit = \$10) \$ 240  
RMM agent for 8 laptops (cost per unit = \$10) \$ 10  
Remote help desk Mon-Fri 9am-5pm (unlimited) \$1,000  
Weekly 4-hour on-site visit (\$150/hr) \$2,400

(4 per month between 9am and 5pm)

Travel by STEPFORD, Inc. to the Town is not billed to the Town.

Year One Base Price \$49,540

Additional Charges

*Additional charges shall be provided only if requested in writing by the Town. Such charges shall be billed in 1/10 of an hour-increments and shall only be paid upon completion of work. The Year 1 budgeted maximum amount for such fees will be five thousand dollars (\$5,000.00).*

Additional on-site services as requested (Mon-Fri 9am-5 pm) (\$150/hr)

After hours remote help desk (Mon-Fri 5:01pm to 8:59am) (\$225/hr)

After hours on-site support (Mon-Fri 5:01pm to 8:59am) (\$225/hr)

Year One Maximum (Non-recurring Charges +Base Price + Additional Charges) \$54,540

YEAR TWO

Monthly Recurring Charges \$3,920

RMM agent for 4 servers (cost per unit = \$50) \$ 200  
RMM agent for 24 workstations (cost per unit = \$10) \$ 240  
RMM agent for 8 laptops (cost per unit = \$10) \$ 80

Remote help desk Mon-Fri 9am-5pm (unlimited)	\$1,000
Weekly 4-hour on-site visit (\$150/hr) (4 per month between 9am and 5pm)	\$2,400
<u>Travel by STEPFORD, Inc. to the Town is not billed to the Town.</u>	

Year Two Base Price	\$47,040
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Additional Charges

*Additional charges shall be provided only if requested in writing by the Town. Such charges shall be billed in 1/10 of an hour-increments and shall only be paid upon completion of work. The Year 2 budgeted maximum amount for such fees will be five thousand dollars (\$5,000.00).*

Additional on-site services as requested (Mon-Fri 9am-5 pm) (\$150/hr)  
 After hours remote help desk (Mon-Fri 5:01pm to 8:59am) (\$225/hr)  
 After hours on-site support (Mon-Fri 5:01pm to 8:59am) (\$225/hr)

Year Two Maximum (Base Price + Additional Charges)	\$52,040
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Total Agreement Maximum (Years 1 & 2)	\$106,580
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## EXHIBIT C

### (INSURANCE REQUIREMENTS)

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to or interference with property which may arise from, or in connection with, the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

1. MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

1.1 Insurance Services Office Form No. CG 0001 covering General Liability and Commercial General Liability on an "occurrence" basis.

1.2 Insurance Services Office Form No. CA 0001 covering Automobile Liability, Code 1 (any auto), Code 8 (hired autos) or Code 9 (non-owned autos), if Consultant has no owned autos.

1.3 Workers' Compensation Insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.

1.4 Errors and Omissions Liability Insurance appropriate to the Consultant's profession. Architects' and Consultants' coverage is to be endorsed to include contractual liability.

2. MINIMUM LIMITS OF INSURANCE. Consultant shall maintain limits no less than:

2.1 Comprehensive General Liability. (Including products-completed operations, personal & advertising injury) One Million Dollars (\$1,000,000) combined single limit per claim and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2.2 Automobile Liability. One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

2.3 Workers' Compensation and Employers Liability. Workers' compensation limits as required by the Labor Code of the State of California. One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

2.4 Errors and Omissions Liability. Two Million Dollars (\$2,000,000) per occurrence.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to, and approved by, the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officials, employees, agents and contractors; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the Town. The Town may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4. OTHER INSURANCE PROVISIONS.

4.1 General Liability and Automobile Liability Coverages. The General Liability and Automobile Liability insurance policies required pursuant to Sections 1.1 and 1.2 shall contain or be endorsed contain the following provisions:

4.1.1 The Town, its officials, employees, agents, contractors and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by, or on behalf of, the Consultant including materials, parts or equipment furnished in connection with such work or operations, and products and completed operations of the Consultant on premises owned, leased or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officials, employees, agents and contractors.

4.1.2 The Consultant's insurance coverage is the primary insurance as respects the Town, its officials, employees, agents, contractors, and volunteers. Any insurance or self-insurance maintained by the Town, its officials, employees, agents, contractors, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.1.3 The Insurance Company agrees to waive all rights of subrogation against the Town, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Town's insurer.

4.1.4 Coverage shall not be canceled by either party, except after thirty (30) days prior written notice (10 days for non-payment) by regular mail has been given to the Town.

4.1.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, agents or contractors.

4.1.6 Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4.2 Worker's Compensation Insurance. The Worker's Compensation Policy required pursuant to Section 1.3 shall contain or be endorsed to contain the provision set forth in subsection 4.1.4 above.

4.3 Acceptability of Insurers. All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

4.3 Claims Made Policies. If any of the required policies provide claims-made coverage, the Town requires that coverage be maintained by Consultant for a period of 5 years after completion of the contract.

5. VERIFICATION OF COVERAGE. Consultant shall furnish the Town with original certificates, amendatory endorsements, and actual policies of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Town before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive consultant's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Proof of insurance shall be mailed to the following address:

Town of Portola Valley  
Attn: Town Clerk  
765 Portola Road  
Portola Valley, CA 94028

6. SUBCONTRACTORS. Consultant shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.





# TOWN OF PORTOLA VALLEY

## STAFF REPORT

**TO:** Mayor and Members of the Town Council

**FROM:** Jeremy Dennis, Town Manager

A handwritten signature in black ink, appearing to read 'Jeremy Dennis', written over the 'FROM:' line.

**DATE:** June 22, 2022

**RE:** Evacuation Study Contract Amendment

### **RECOMMENDATION**

Staff recommends that the Town Council authorize the Town Manager to sign a contract amendment with Fehr & Peers to amend the evacuation study. The evacuation study currently being drafted, and will be presented to the Emergency Preparedness Committee in early July and to the Council in early August.

### **BACKGROUND**

In September 2021, the Town Council approved a proposal from Fehr & Peers to develop and submit an evacuation study for Portola Valley (Attachment 1).

### **DISCUSSION**

The Town is required to update its Housing Element every 8 years, and the upcoming cycle (Cycle 6) requires the draft element to plan for 300 net new housing units (253 as assigned by the Association of Bay Area Governments, and a 20% buffer). The update of the Housing Element has been underway for some time, and an ad hoc Committee set up to manage that process recently recommended a draft element for review by the Planning Commission and Town Council.

As the Town has a draft Housing Element, both staff and the consultant thought a revised time study be completed using the site selections for additional housing units (Attachment 2).

### **FISCAL IMPACT**

The contract amendment allows up to \$15,000 to be spent on the revised evacuation study, for a total new contract of up to \$80,000.

**ATTACHMENTS**

1. Contract and Scope of Work
2. Contract Revision



# TOWN OF PORTOLA VALLEY

## STAFF REPORT

**TO:** Mayor and Members of the Town Council

**FROM:** Jeremy Dennis, Town Manager

**DATE:** September 8, 2021

**RE:** Evacuation Study RFP Award

### **RECOMMENDATION**

Staff recommends that the Town Council approved a proposal from Fehr & Peers to conduct an evacuation study for Portola Valley.

### **BACKGROUND**

In May 2021, the Town Council reviewed an RFP for emergency evacuation planning traffic engineering services (Attachment 1). The purpose of this study is to provide modeling on the length of time various evacuation scenarios may take to complete and examine the Town's physical infrastructure to determine if there are any road/right-of-way improvements that may improve evacuation times. The RFP provided the following scope of work:

- Meet and confer with Town staff to gain an understanding of the Town's existing evacuation planning efforts, including review of the Town's General Plan, and recent, relevant state law changes, with focus on *policies and implementation programs recommended for incorporation into the Circulation and Safety Elements project to provide compliance with SB 99 and AB 747*
- Develop the appropriate data assumptions to construct evacuation modeling for various times of day/week
- Conduct a community risk assessment on traffic-related items, including a comprehensive review of the Town's road infrastructure, paying close attention to those elements that may impede an evacuation order
- Work with Zonehaven to ensure compatibility and usefulness of collected data
- Engage the community on their concerns and ideas
- Provide assumptions on population, number of vehicles, and other data that will be imported into the Zonehaven tool to support evacuation simulation and planning efforts

- Present the plan and associated documents to the Town's Emergency Preparedness and Wildfire Preparedness Committees, and Town Council.

Such studies are quite rare, with staff only aware of a few having been completed in the western United States at the time of this staff report. While much work has been published to support longer-term hurricane evacuations on the East Coast, only Ashland, Oregon, and Mill Valley, CA have attempted such work.

## **DISCUSSION**

The Town received two responses to the RFP. Staff worked with Dale Pfau, Chair of the Emergency Preparedness Committee and Chair of the Evacuation Subcommittee of the Wildfire Preparedness Committee, to prepare both the RFP and review the responses.

Staff recommends that the Town Council award the contract for the evacuation study to Fehr & Peers and their team. Fehr & Peers is a nationally-recognized traffic engineering firm that is preparing a similar report for the City of Rancho Cucamonga, CA.

The study will review a variety of state requirements, provide for at least three evacuation scenarios, and provide information for the ongoing Safety Element update (Attachment 2).

It is anticipated that the study will be complete in the winter of 2022.

## **FISCAL IMPACT**

Staff and Fehr & Peers estimate that the study will cost \$65,000, with an additional \$10,000 contingency. This expenditure is budgeted in the Revised FY 2021-22 budget.

## **ATTACHMENT**

1. Evacuation Study RFP (May 2021)
2. Fehr and Peers RFP Response

TOWN OF PORTOLA VALLEY  
REQUEST FOR PROPOSALS  
EMERGENCY EVACUATION PLANNING  
TRAFFIC ENGINEERING SERVICES

(SUBMITTAL DEADLINE –June 30, 2021, 5:00 P.M.)

INTRODUCTION

The Town of Portola Valley proposes to engage the services of a consultant to provide traffic engineering services to support the Town’s efforts to facilitate and design an emergency evacuation plan to ensure the safe evacuation of all or part of the community in the event of a wildfire.

BACKGROUND

The Town of Portola Valley is a general law city incorporated in 1964 and operates under a Council-Manager form of government. The Town serves a population of approximately 4,500 and is located in San Mateo County. The governing body is a five-member Town Council composed of five Council members all of whom are elected at-large and serve four-year terms. Town staff is comprised of 15 full time employees.

The Town provides administration, finance, planning, building, and public works. Police services are provided by San Mateo County Sheriff and Fire Protection services are provided by Woodside Fire Protection District.

The Town’s emergency/safety planning efforts include preparing for wildfires. As wildfire risk increases for northern California communities, the Town has increased its efforts to support wildfire resiliency, improvement communications with residents and visitors, and other related activities.

The Town’s Safety and Circulation Elements of the General Plan includes information about evacuation Portola Valley in an emergency, and these sections will be updated as part of the 2022 Safety Element update mandates by the State. The Town has begun utilizing Zonehaven, supported by San Mateo County fire chiefs, as a simulation and planning tool for evacuations.

This RFP will support the creation of an Evacuation Plan for Portola Valley.

Scope of Work

Meet and confer with Town staff to gain an understanding of the Town's existing evacuation planning efforts, including review of the Town's General Plan, and recent, relevant state law changes, with focus on *policies and implementation programs recommended for incorporation into the Circulation and Safety Elements project to provide compliance with SB 99 and AB 747*

Develop the appropriate data assumptions to construct evacuation modeling for various times of day/week

Conduct a community risk assessment on traffic-related items, including a comprehensive review of the Town's road infrastructure, paying close attention to those elements that may impede an evacuation order

Work with Zonehaven to ensure compatibility and usefulness of collected data

Engage the community on their concerns and ideas

Provide assumptions on population, number of vehicles, and other data that will be imported into the Zonehaven tool to support evacuation simulation and planning efforts

Present the plan and associated documents to the Town's Emergency Preparedness and Wildfire Preparedness Committees, and Town Council.

#### PROPOSAL FORMAT

The Proposal should include the minimum information requested below in the order listed. Additional information, if provided, should be separately identified in the proposal.

- Cover letter on company's letterhead summarizing the proposal and signed by an individual authorized to execute legal documents on behalf of the proposer including:
  - A summary of the qualifications of the firm to perform the services described herein, including, but not necessarily limited to:
    - The firm's previous experience in performing similar services for other municipalities;
    - The firm's ability to produce the required product in a timely fashion and the ability to present any necessary reports or studies to elected officials and/or the general public.
- The proposal shall contain the following: 1) Legal name and address of company; and 2) Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required under this section for each member.

- If the company is wholly owned subsidiary of a “parent company”, identify the “parent company.”
- Description of the Project Team. The names, title and qualifications (resumes) of the proposed project manager and support staff and subcontractors who will be conducting the work on this assignment, including their experience and projects in which they had “hands on” responsibility and length of time with the firm. The selected consultant shall not substitute the project manager without prior approval of the Town. The project manager will be expected to be fully involved and conversant in the details of the project on a day-to-day basis.
- Scope of work for the project (a description of the work program including a description of the deliverables and activities).
- Description of the extent to which Town staff support will be required.
- Outline the proposed work plan for each project.
- Proposed project schedule, including estimated length of project.
- Project Budget– a description of the project budget itemized according to individual tasks.
- Project budgets should include:
  - A project schedule for each study with activities, milestones, and deliverables; and
  - Project budgets for each study defined, at minimum, as follows:
    - Labor rates for all project team members;
    - General overhead rates; and
    - Costs for expenses such as printing, travel and attendance at meetings.
- The consultant shall present a specific “not to exceed” fixed fee, including associated fees (i.e., printing costs, attendance at meetings, travel). A requested payment schedule should accompany the work schedule. Each phase of work should have an itemized budget including labor costs and expenses for each piece of work. The proposal should include staff hourly rates.
- Proposed services to be sub-consulted, anticipated subcontractors and anticipated cost for these services.

- A list of references from other municipalities for similar projects including the name of the organization and the primary contact person(s).
- Exceptions to the Town's Form Services Agreement.

Any proposal not containing full and complete responses to the above minimum elements will be deemed unresponsive to the RFP. All late and unresponsive proposals will be set aside by the review panel and eliminated from further consideration. Only those submissions responsive to this RFP and submitted by the deadline noted below will be evaluated by the review panel and presented (one proposal) to the Town Council as appropriate.

Five (5) bound copies of the respondent's proposal shall be submitted by no later than 5:00 p.m., June 30, 2021.

#### AVAILABLE BUDGET/CONTRACT

The Town wishes to negotiate a fixed price contract with a "not to exceed" dollar total based on a clearly defined scope of work. It should be noted that the selected consultant(s) shall be required to carry Worker's Compensation and General Liability Insurance in the amount to be determined by the Town Manager.

Selected prospective consultant shall be required to participate in negotiations with the Town staff and execute a contract for professional services.

#### SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

- Thoroughness and understanding of the tasks to be completed.
- Background and experience in organizational analysis evaluation.
- Staff expertise and overall experience of personnel assigned to the work.
- Time required to accomplish the requested services.
- Responsiveness to requirements of the project.
- Recent public sector experience, preferably in a municipal setting, conducting similar studies.
- Costs.

#### REVISION TO THE RFP

The Town reserves the right to revise the RFP prior to the date that proposals are due. Revisions to the RFP shall be faxed and/or e-mailed to all potential proposers. The Town reserves the right to extend the date by which the proposals are due.

#### DISCRETION AND LIABILITY WAIVER



The Town reserves the right to exercise discretion and apply its judgment with respect to any proposals submitted.

The Town reserves the right to reject all proposals, either in part or in its entirety, or to request and obtain, from one or more of the consulting firms submitting proposals, supplementary information as may be necessary for Town staff to analyze the proposals pursuant to the consultant selection criteria contained herein.

The Town may require consultants to participate in additional rounds of more refined submittals before the ultimate selections of a consulting team(s) are made. These rounds could encompass revisions of the submittal criteria in response to the nature and scope of the initial proposals.

The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. Although, it is the Town's intent to choose only a small number of the most qualified consulting teams to interview with the Town, the Town reserves the right to choose any number of qualified finalists.

This RFP does not commit the Town to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP or to procure or contract for work.

All proposals submitted in response to this RFP become the property of the Town and public records and, as such, may be subject to public review.

The Town reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to: selection procedures, submittal date, and submittal requirements. If the Town cancels or revises the RFP, all proposers will be notified by fax and or e-mail.

### INSURANCE REQUIREMENTS

The consultant shall demonstrate the willingness and ability to provide the required insurance coverage as set forth below within ten calendar days of notification of selection for award of this Agreement.

The selected firm(s) will be required to carry, and provide certificates of insurance for, general and automobile liability insurance as follows:

- General Liability                      \$1,000,000 minimum per occurrence
- Automobile Liability                \$1,000,000 minimum per occurrence
- Worker's Compensation            Statutory Limits

The General Liability Insurance is to contain or be endorsed to the name of the Town, its officers, officials, employees, and agents as Additional Insured as respects liability arising out of the activities performed in connection with this contract. The coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the

limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful firm.

Worker's Compensation policies are to be endorsed to include a waiver of subrogation against the Town, its officers, officials, employees, and agents.

Insurance required herein is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the Town Manager. All endorsements are to be received and approved by the Town prior to the commencement of any work.

The successful consultant will be required to enter into a Service Agreement with the Town. A draft agreement is attached, and the proposal should list any exceptions to the agreement terms.

### DIRECTIONS FOR DELIVERY OF THE PROPOSAL

Proposals shall clearly be identified as "Response to Request for Proposals for Emergency Evacuation Planning Traffic Engineering Services".

Five (5) bound copies of the proposal in a "sealed" envelope shall be delivered no later than 5:00 p.m. on June 30 at 5:00 P.M.

Proposals may be delivered by express mail, regular mail, or in person, at the office of:

Jeremy Dennis, Town Manager  
Town of Portola Valley  
765 Portola Road  
Portola Valley, CA 94028

E-Mail: [jdennis@portolavalley.net](mailto:jdennis@portolavalley.net) (preferred)  
Telephone: (650) 851-1700, extension 215

June 30, 2021

Jeremy Dennis, Town Manager  
Town of Portola Valley  
765 Portola Road  
Portola Valley, CA 94028

**Subject: Proposal to Provide Emergency Evacuation Planning Traffic Engineering Services**

Dear Mr. Dennis:

We are pleased to provide this proposal to provide traffic engineering services to support the Town of Portola Valley in its efforts to facilitate and design an emergency evacuation plan. This includes the preparation of an evacuation traffic management plan.

As a firm that has been headquartered in the Bay Area since its inception over 35 years ago, **Fehr & Peers** is the largest firm in Northern California that focuses exclusively on transportation planning and traffic engineering, with 120 staff in six offices. We are currently the transportation lead for a team that is working to update the California Fire Safe Development Regulations for the CA Department of Forestry and Fire Protection. We are also providing or have provided emergency evacuation services for the cities of Santa Barbara, Rancho Cucamonga, and Montecito. Fehr & Peers also brings experience developing and monitoring transportation management plans for major event centers including Chase Center (Golden State Warriors), Golden One Center (Sacramento Kings), and the Oakland-Alameda Coliseum complex (originally for the Oakland A's, Raiders, and Warriors).

For this effort, we have partnered with **Parisi Transportation Consultants** to supplement local traffic engineering expertise. Fehr & Peers and Parisi Transportation Consultants recently partnered to prepare the Marin County Travel Safety Plan that developed safety improvements for the unincorporated county and all 11 cities.

Key staff for the Fehr & Peers team include the following principals who will all have a hand in presenting information and engaging with community members at key milestones during the study process.

- Bob Grandy, senior principal in Fehr & Peers' San Francisco office, will serve as project manager and point of contact throughout the study
- Jason Pack, who oversees Fehr & Peers' evacuation planning work, will serve as senior advisor
- David Parisi, president of Parisi Transportation Consultants, will lead the identification of traffic-related evacuation improvements

The following proposal includes a description of our team experience, a work plan, study budget, references, and requested agreement exceptions. As senior principal in our San Francisco office, I am authorized to execute a contract for this study on behalf of Fehr & Peers. This proposal is a firm offer good for 90 days from the submission date.

Our mission is to empower every employee to develop effective and innovative transportation solutions that **improve communities**.



P21-2171-SF

Principal  
Bob Grandy, TE

FEHR & PEERS

Sincerely,

We appreciate the opportunity to submit this proposal and to serve the Town in this important endeavor. If you have any questions, please call me at 415-426-2520 or contact me at [b.grandy@fehrandpeers.com](mailto:b.grandy@fehrandpeers.com).

# Emergency Evacuation Planning Traffic Engineering Services

Prepared for:

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Town of Portola Valley

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June 30, 2021

P21-2171-SF

FEHR  PEERS

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## Appendices

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Appendix A: Resumes

Appendix B: Contract Terms

# I. Project Team

## a. Fehr & Peers' Firm Profile

Fehr & Peers is an S-Corporation established in 1985. The legal name, address, and telephone number of our San Francisco office that will be leading this study is listed below:

Fehr & Peers – 345 California Street, Suite 450, San Francisco, CA 94104

Direct line for Bob Grandy – (415) 426-2520

## b. Team Composition

For this effort, Fehr & Peers has partnered with **Parisi Transportation Consultants** for local traffic engineering expertise.

**Parisi Transportation Consulting**, with offices in Mill Valley and Berkeley, provides transportation planning and engineering services throughout the Bay Area, primarily for public sector clients such as the Town of Portola Valley. Parisi's services include traffic engineering, transportation planning, and planning and design services for pedestrians and bicycles, Safe Streets, and Complete Streets. Additionally, Parisi provides emergency evacuation planning services. Parisi is known for involving communities and developing innovative multimodal solutions.

## Fehr & Peers Services

- Evacuation Planning
- Traffic Management Plans
- Safety Studies
- Traffic Control & Management Plans
- Traffic Operations & ITS
- Complete Streets & Streetscape projects
- Conceptual Engineering & Feasibility Assessments
- Bicycle/Pedestrian Planning and Design
- Street, Walkway & Bikeway Lighting Systems
- Pavement Delineation
- Traffic Calming Devices
- Roundabouts
- Smart Growth Planning
- Land Use & Transportation Planning
- Traffic Engineering Design
- Signing & Striping Design
- Sustainable Transportation
- Travel Demand Forecasting
- Traffic Calming
- Traffic Signal Design & Coordination
- Parking Analysis
- Signal Interconnect Systems

## c. Fehr & Peers Firm Overview

At Fehr & Peers, we are passionate about transforming transportation consulting through innovation and creativity. We derive inspiration by partnering with communities to understand and shape local transportation futures tailored to diverse needs. We differentiate ourselves by investing in research and development and have evolved our approach to analyzing travel patterns during an evacuation event to provide a better understanding of conditions that more closely reflect reality.

Our longstanding practice areas of travel behavior forecasting, traffic engineering, and operations analysis underpin our approach to evacuation planning. We continue to develop innovative methods that consider the range of climate change risks and concurrent disruptive events, to model evacuation and resettlement patterns using “big data” analysis, and to develop travel model modules that dynamically assign traffic, accounting for population characteristics and time of day variations alongside roadway capacity and evacuation center location.

## d. Team Experience

In April of this year, Fehr & Peers completed the **Post Camp Fire Regional Population and Transportation Study** for the Butte County Association of Governments. The purpose of the study was to analyze regional population, housing, employment, and traffic data for pre-2018, post-2019/20, and future time periods for Paradise and surrounding communities as they recover from the Post Camp Fire.

## Relevant Experience

### **California Fire Safe Development Regulation Services (Statewide, CA)**

Fehr & Peers is supporting a team to provide traffic engineering and planning services as the California Department of Forestry and Fire Protection revises their fire safe development regulations. Fehr & Peers is focusing on Articles 2 and 3, which cover Access & Egress and Signing & Building Numbering, respectively. Through this effort, Fehr & Peers is applying complete streets best practices and design standards to support updates to these regulatory articles. Fehr & Peers is also participating in workshops with key stakeholders including CalFire officials, fire chiefs, and other interested parties.

### **Rancho Cucamonga Emergency Evacuation Support (Rancho Cucamonga, CA)**

Beginning with the Mobility Element of the City’s General Plan, and in response to California AB 747 requiring the next revision of the Safety Element of the General Plan to include identification of evacuation routes and their capacity, safety, and viability under a range of emergency scenarios, Fehr & Peers is providing the City of Rancho Cucamonga with traffic engineering and planning support. This project includes identification of evacuation routes, supplementing the mapping that was conducted under the Mobility and Safety Elements of the General Plan. In addition, our work includes zone testing and scenario testing, development of specific recommendations the city should consider related to evacuation events, and development of policies and programs for incorporation into the



Plan RC process. Fehr & Peers is also partnering with the City of Rancho Cucamonga to leverage our internal R&D efforts to develop a specific evacuation planning module to conduct quantitative evaluation of evacuation scenarios using dynamic traffic assignment.

### **Santa Barbara Wildfire Fire Evacuation Procedures Analysis (Santa Barbara, CA)**

Fehr & Peers, as a sub to Dudek, was the transportation lead for a wildland fire evacuation procedures analysis for the City of Santa Barbara Fire Department. This multifaceted project involved a detailed analysis of traffic patterns and flows within the City's Wildland Fire Suppression Assessment District using GIS-based network modeling.

### **CSU Channel Islands Fire Evacuation Scenario Review (Camarillo, CA)**

Fehr & Peers developed and tested parameters for four fire evacuation scenarios to understand the difference in travel conditions under an evacuation event. This analysis included development of trip generation estimates based on the anticipated number of dwelling units that would need to be evacuated, trip distribution patterns based on the available roadway capacity and network access considerations, and evaluation of travel delay during an evacuation. Scenario parameters included consideration of roadway network capacity, configuration, and signals under existing conditions and with improvements.

### **Chase Center Transportation Management Plan (San Francisco, CA)**

Fehr & Peers prepared a Transportation Management Plan (TMP) for the Chase Center, home of the NBA Golden State Warriors. The TMP includes parking and traffic management strategies for NBA and concert events. It also includes transit, pedestrian, and bicycle management elements as well as a monitoring plan. Fehr & Peers is also overseeing an ongoing monitoring program since the arena opened in the fall of 2019. The monitoring program includes surveys to identify event attendee mode of access, transit ridership, and pedestrian safety monitoring. Chase Center staff have used the monitoring results to refine pre- and post-event traffic management aspects of the TMP.

### **City of Mill Valley Fire Evacuation Route Planning (Mill Valley, CA)**

Parisi Transportation Consulting consulted with the City of Mill Valley—including the fire and police departments, the public works department, the Mayor and the City Manager's office, and with Google—to model emergency evacuation scenarios based on a variety of parameters, including extent and location of fire area, vehicles per household evacuating the event, evacuation routes, roadway constraints, and potential staging areas throughout the City of Mill Valley. The modeling compared the scenarios to actual conditions that occurred during and after the Town of Paradise's Camp Fire of 2018. Parisi provided inputs on residential land uses, roadway typologies, alignments and constraints, and routing, and provided recommendations on proposed practices.

### **Town of Woodside On-Call Transportation Engineering (Woodside, CA)**

Parisi Transportation Consulting provides on-call transportation planning, traffic engineering, and civil engineering services to the Town of Woodside. Projects have included performance of Engineering and Traffic Surveys, development of Safe Routes to School plans, preparation of roadway improvement plans, transportation safety

assessments, traffic control evaluations, and pathway improvement plans. Parisi recently designed the Kings Mountain Road safety project, currently under construction.

## **e. Key Staff**

### **Bob Grandy, TE | Fehr & Peers–Project Manager**

Bob is a principal at Fehr & Peers with 35 years of experience developing and managing transportation planning efforts throughout the western United States. He serves as the senior principal in the firm’s San Francisco office. He has prepared General Plan Circulation Elements (San Rafael, Sacramento), Transportation Management Plans for special event centers (Chase Center in San Francisco, Golden One Center in Sacramento), safety studies (Marin County Travel Safety Plan), Downtown Plans (San Rafael, Davis), Transportation Plans for national park units, campus transportation plans, and corridor plans.

### **Jason Pack, PE | Fehr & Peers–Evacuation Planning Senior Advisor**

Jason has worked on a wide variety of transportation projects, from general plans and specific plans to detailed evacuation modeling, corridor studies, interchange analyses, and signal coordination studies. He has worked on evacuation planning projects throughout the state of California, including the City of Rancho Cucamonga General Plan & Evacuation Plan Modeling, California Firesafe Regulations Support, and Homecoming Emergency Evacuation Study.

### **Taylor Whitaker | Fehr & Peers–Lead Analyst**

Taylor joined Fehr & Peers in 2018, after completing her master’s degree in Regional and Community Planning and Graduate Certificate in GIS. Since joining the firm, Taylor has contributed her analytics and visualization expertise to evacuation planning studies, systemic safety studies, multimodal transportation plans, and advanced data visualizations. Taylor specializes in applying spatial analysis and dynamic user-friendly data dashboards toward the development of effective transportation solutions. Additionally, she has developed expertise in transportation impact analysis, spatial analysis, data visualization and 3D modeling. Taylor’s software experience includes Visum, ArcGIS, ArcGIS Pro, City Engine, SketchUp, Python, and Adobe Suite. Taylor served as lead analyst on the recent Rancho Cucamonga Emergency Evacuation Support project.

### **David Parisi, PE | Parisi Transportation Consultants–Evacuation Traffic Expert**

David Parisi, PE, TE, is a professional Civil Engineer and Traffic Engineer with 35 years of experience in transportation planning, traffic engineering, and civil engineering. One of his skills is in transportation safety planning, including analysis of current transportation conditions and collision history, and development of safety action plans. Mr. Parisi recently coordinated with the City of Mill Valley on the modeling of emergency evacuation routing under various scenarios and is working on a similar plan in Soda Springs, another mountainous region in California with high wildfire potential.

# II. Work Plan

It is our understanding that the **purpose** of emergency evacuation planning traffic engineering services, as described in the RFP, is to *support the Town's efforts to facilitate and design an emergency evacuation plan*. We understand that development of policies to comply with SB 99 and AB 747 will be addressed separately through a parallel update of the Safety Element, but that this contract will provide data related to the assessment of evacuation scenarios as described in Task 3.

## a. Scope of Work

### Task 0. Refine Work Plan

This work plan represents a comprehensive scope of work based on our team's interpretation of the project objectives. We understand that refinements are likely to result in a final work plan that exactly fits the Town's needs. Task 0 would involve working with Town staff, at no charge, to refine the work plan and fee.

### Task 1. Project Initiation and Study Work Group Sessions

Task 1 would involve participating virtually in a kick-off meeting and three strategy calls with a staff-level Emergency Evacuation Working Group. The purpose of the kick-off meeting will be to review study purpose and goals, status of the Town's ongoing evacuation planning efforts, data needs, the study working group process, obtaining access to the Zonehaven tool and model developed by Dale Pfau, and study communication protocols.

The following is a preliminary list of suggested topics for the study working group sessions. We anticipate the working group will include emergency responder personnel, planning, and engineering staff.

- Work Session 1: Study Approach and Evacuation Planning Context
  - Discuss and Identify Evacuation Routes and Scenarios
  - Discuss Known Traffic-related Evacuation Risks
  - Discuss Evacuation Tool/Model Recommendation
- Work Session 2: Evacuation Network Evaluation
  - Evacuation Assessment
  - Candidate Improvement Measures and Traffic Management Strategies
- Work Session 3: Draft Emergency Evacuation Traffic Management Plan and Policies
  - Draft Emergency Evacuation Traffic Management Plan

## TASK 1 DELIVERABLES

- Draft Agendas and Call Notes

## Task 2. Evacuation Tool/Model Review and Selection

The purpose of Task 2 is to review evacuation tool/model options and select the most appropriate tool for use to conduct the evacuation scenario analysis in Task 3 given the evacuation scenarios, evacuation risks, and the \$25,000 budget allocation for Task 3.

Tools/models to be evaluated include the Zonehaven evacuation tool, the model developed by Dale Pfau, EVAC+ as developed by Fehr & Peers, intersection or road segment capacity analysis tools, and/or a GIS based evacuation tool. Town of Portola Valley staff will provide files and any needed access authorization for the team's review of the Zonehaven evacuation tool and the model developed by Dale Pfau (this work plan assumes there would be no cost to the team for use of these tools/models). The team will prepare a matrix that includes a brief overview of each tool/model option, capabilities, pros and cons, and level of effort required. Based on this comparative assessment, the team will provide a recommendation on the best tool for application for discussion in Work Session 1.

## TASK 2 DELIVERABLES

- Matrix with Evacuation Tool/Model Options

## Task 3. Evacuation Scenario Analysis

Task 3 would involve application of the selected evacuation tool/model evaluated in Task 2 for three evacuation scenarios based. Please note, we have a budget allocation of \$25,000 to complete this task and, depending on the tool/model identified in Task 2, that budget allocation may be an under or over estimation of effort to complete this task. As such, additional scenarios may be added, either based on the evacuation tool/model selected and/or through the use of a portion or all of the \$10,000 contingency included in the overall study budget depending on the direction provided by the Town. To facilitate this effort, the team will identify known or anticipated network bottlenecks based on a combination of input from the work group, field observations by the team, and the team's knowledge of Portola Valley. The evacuation scenarios will be identified with the work group in Work Session 1. The evacuation scenario analysis will identify travel times and network bottlenecks that will inform the identification of road network improvements and traffic management strategies in Task 4 as well as the development of the Evacuation Traffic Management Plan in Task 5. An overview of the evacuation scenario analysis will be presented to the work group in Work Session 2.

The focus of our effort will include:

- *Evacuation Routes Identification*—We will identify key evacuation routes in the Town that will be used for evacuation purposes

- *Evacuation Route Capacity Information*—We will identify the number of lanes used for an evacuation (while maintaining access for emergency responders to the area)
- *Identification of Evacuation Centers*—We will work with the Town to identify the locations of evacuation centers that would be used in the event of an evacuation
- *Time Estimation*—We will work with the Town to identify evacuation scenario events and estimate the time required to evacuate the Town during these events

The transportation network will be reviewed to determine critical characteristics of primary road segments that would serve as evacuation routes, including:

- Relationship to Wildland Urban Interface (WUI)
- Road segment carrying capacity (vehicles per lane per hour)
- Potential bottlenecks (e.g., intersections, traffic controls)
- Potential network vulnerabilities (e.g., bridges)
- Seasonal weather factors (e.g., fog)
- Location relative to evacuation population distribution
- Location relative to potential temporary refuge areas
- Proximity to alternate routes

For the evacuation time estimation, we suggest first focusing on an event that would require evacuation of everyone in the Town on the evacuation routes. This will assist in identifying capacity constraint locations at a planning level, looking at roadway segment link capacities. For this initial test, we will assess the length of time it will require to evacuate the Town as a whole, assuming everyone is at home during the middle of the night.

### TASK 3 DELIVERABLES

- Memorandum Documenting Evaluation Scenario Analysis

## **Task 4. Road Network Improvements and Traffic Management Strategies**

Based on the evacuation analysis prepared in Task 3, the Fehr & Peers team will identify road network improvements and traffic management strategies to facilitate an efficient, managed evacuation for the study scenarios. Road network improvements will include roadway/intersection capacity and/or traffic control improvements to address evacuation bottlenecks. The team will present recommendations for discussion with the work group in Work Session 2.

### TASK 4 DELIVERABLES

- Map showing Road Network Improvements and Traffic Management Strategies

## **Task 5. Documentation**

The purpose of this task is to develop an evacuation traffic management plan. Based on the evacuation planning and working group sessions, the Fehr & Peers team will prepare an evacuation traffic management plan that would focus on evacuation routes, traffic improvement recommendations, and traffic management strategies.

The team will prepare a PowerPoint presentation that describes the draft evacuation traffic management plan. The materials will be used for a presentation to the Town Council.

### **TASK 4 DELIVERABLES**

- Draft and Final Evacuation Traffic Management Plan
- PowerPoint Presentation Materials

## b. Town Staff Role

The work plan above anticipates that Town Staff would undertake the following tasks during the course of the study effort.

- Identify and organize staff-level Evacuation Study Working Group,
- Provide updates on any ongoing relevant parallel efforts,
- Obtain and forward files/access authorization for Fehr & Peers to review and test Zonehaven tool and model developed by Dale Pfau for Task 2,
- Provide available relevant background data for context including historical evacuation planning documents and available GIS files,
- Provide review of study deliverables and compile staff comments into consolidated documents, and
- Schedule Town Council presentation.

## c. Proposed Schedule

TASKS	AUG	SEP	OCT	NOV	DEC	JAN	FEB
Task 0: Refine Work Plan							
Task 1: Project Initiation and Work Group Sessions							
Task 2: Evacuation Model/Tool Review & Selection							
Task 3: Evacuation Scenario Analysis							
Task 4: Road Network Improvements & Traffic Management Strategies							
Task 5: Documentation and Town Council Presentation							

# III. Project Budget

## a. Study Budget

The Fehr & Peers team will provide the services described in the Work Plan in Section II of this proposal for a not-to-exceed, time-and-materials budget of \$75,000, with invoices submitted monthly. The not-to-exceed budget includes labor, overhead, and expenses for all team members.

## b. Budget by Task

The not-to-exceed budget is allocated by task as follows.

TASK	TASK BUDGET
1. PROJECT INITIATION AND WORK GROUP SESSIONS	\$7,000
2. EVACUATION TOOL REVIEW & SELECTION	\$10,000
3. EVACUATION SCENARIO ANALYSIS	\$25,000
4. ROAD NETWORK IMPROVEMENTS & TRAFFIC MANAGEMENT STRATEGIES	\$11,000
5. DOCUMENTATION & TOWN COUNCIL PRESENTATION	\$12,000
CORE TASKS 1-5	\$65,000
CONTINGENCY	\$10,000
TOTAL BUDGET	\$75,000

### Approach to Budget and Schedule Issues

In the event that this project faces a setback due to an unforeseen issue, we can typically bring the project back on budget and schedule using one or more of the following approaches:

### Adjusting Resource Allocation

Some tasks may require more than the anticipated level of effort, while others can be satisfactorily completed with less.

### Increased Efficiency

Our project management system promptly alerts us to task overruns, allowing us to quickly respond with a plan to perform subsequent tasks more efficiently.

### Strategic Use of Technical Experts

As a large, multimodal transportation planning and engineering firm, Fehr & Peers can make strategic use of our staff resources to suggest methods to quickly address unforeseen obstacles and move the project forward.



### c. Hourly Rates by Key Staff

The standard hourly billing rates for key staff for this project are as follows.

KEY STAFF	HOURLY RATE
BOB GRANDY, Fehr & Peers	\$340
JASON PACK, Fehr & Peers	\$300
DAVID PARISI, Parisi Transportation Consultants	\$290
Fehr & Peers: Associate I	\$230
Fehr & Peers: Senior Engineer/Planner III	\$210
Fehr & Peers: Senior Engineer/Planner I	\$170
Fehr & Peers: Engineer/Planner III	\$145
Fehr & Peers: Senior Administrator	\$140

# IV. References

## California Fire Safe Development Regulation Services



**REFERENCE:**

Edith Hannigan, Land Use Planning Program Manager  
Board of Forestry and Fire Protection  
T: (916) 653-2928  
E: [edith.hannigan@fire.ca.gov](mailto:edith.hannigan@fire.ca.gov)

The project included interfacing with CalFire, Fire Chiefs, BOF, and other interested parties in workshop settings; application of complete street and best practice street design into firesafe regulations; and updating Articles 2 and 3 of the Fire Safe Regulations.

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### STAFF MEMBERS ON PROJECT

- Jason Pack (Project Manager)

## Rancho Cucamonga Emergency Evacuation Support



**REFERENCE:**

Jean Ward, AICP, Contract Project Manager, PlanRC  
City of Rancho Cucamonga  
T: (626) 584-8951  
E: [jean.ward@cityofrc.us](mailto:jean.ward@cityofrc.us)

The project included evacuation route identification, zone and scenario testing to identify areas with limited accessibility and assess potential evacuation scenarios, development of scenario recommendations that focus on potential circulation and capacity issues, and identification of policies and implementation programs recommended for incorporation into the "PlanRC project."

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### STAFF MEMBERS ON PROJECT

- Jason Pack (Project Manager)
- Taylor Whitaker (Analyst)

## City of Mill Valley Fire Evacuation Route Planning



**REFERENCE:**

John McCauley, Mayor  
City of Mill Valley  
T: (415) 388-4033  
E: [jmccauley@cityofmillvalley.org](mailto:jmccauley@cityofmillvalley.org)

Parisi Transportation Consulting consulted with the City of Mill Valley, including the fire and police departments, the public works department, the Mayor and the City Manager’s office, and with Google, to model emergency evacuation scenarios based on a variety of parameters, including extent and location of fire area, vehicles per household evacuating the event, evacuation routes, roadway constraints, and potential staging areas throughout the City of Mill Valley. The modeling compared the scenarios to actual conditions that occurred during and after the Town of Paradise’s Camp Fire of 2018. Parisi provided inputs on residential land uses, roadway typologies, alignments and constraints, and routing, and provided recommendations on proposed practices.

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### STAFF MEMBERS ON PROJECT

- David Parisi (Project Manager)

## Chase Center Transportation Management Plan



**REFERENCE:**

Manoj Madhavan  
Golden State Warriors  
T: (415) 472-9468  
E: [mmadhavan@warriors.com](mailto:mmadhavan@warriors.com)

Fehr & Peers prepared a Transportation Management Plan (TMP) for the Chase Center, home of the NBA Golden State Warriors. The TMP includes parking and traffic management strategies for NBA and concert events. It also includes transit, pedestrian, and bicycle management elements as well as a monitoring plan. Fehr & Peers has also overseen an ongoing monitoring program since the arena opened in the fall of 2019.

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### STAFF MEMBERS ON PROJECT

- Bob Grandy (Project Manager)

# V. Contract Exceptions

The project team has reviewed the draft contract language provided with the RFP and requests modifications to the following sections.

- Section 3. Standard of Performance
- Section 7. Method of Payment
- Section 11. Ownership of Material
- Section 14.1. Indemnification
- Section 14.2. Indemnification
- Exhibit D, Section 1.4. Insurance Requirements

Appendix B provides requested language modifications to text in the above sections.

# Appendix A: Resumes

# Appendix B:

# Contract Terms

## 1. **STANDARD OF PERFORMANCE. Section 3.**

Changes Requested: "As a material inducement to the Town to enter into this Agreement, Consultant hereby represents and warrants that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement. Consultant shall perform all services required hereunder in accordance with the care, skill, and diligence ordinarily exercised by professionals providing similar services under similar circumstances in a similar locale to that of Consultant under this Agreement ~~work to the highest professional standards and in a manner reasonably satisfactory to the Town. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder and will perform the services to a standard of reasonable professional care.~~"

Reason for Changes: The definition of the applicable prevailing professional standard of care is clear in California: A professional is to exercise the degree of skill, knowledge, and diligence that other professionals in similar circumstances commonly use. The standard is not that of professionals of the highest standard. (*See, Gagne v. Bertran* (1954) 43 Cal.2d 481.) We cannot agree to any language that might be interpreted as requiring us to exceed the prevailing standard.

## 2. **METHOD OF PAYMENT. Section 7.**

Changes Requested: "Consultant shall invoice the Town on a monthly basis for work performed during the previous month ~~after each task is completed as set forth in Exhibit B.~~ Payments to Consultant by Town shall be made within thirty (30) days after receipt by Town of Consultant's itemized invoices."

Reason for Changes: Professional services contracts generally allow for monthly invoicing, but Section 7. implies invoices can only be submitted on a milestone or task-completion schedule.

## 3. **OWNERSHIP OF MATERIAL. Section 11.**

Changes Requested: All reports, documents, or other written materials developed or discovered by Consultant or any other person engaged directly or indirectly by Consultant in the performance of this Agreement ("Work Product") shall be and remain the property of the Town without restriction or limitation upon its use or dissemination by the Town. However, notwithstanding the foregoing, third-party content that may be used or incorporated in the Work Product shall not become the property of the Town. Consultant shall secure all licenses necessary to any third-party content incorporated into

Consultant's Work Product for the Town to utilize Consultant's services and the Work Product for their intended purposes. Furthermore, Consultant shall not be responsible for any alterations, modifications or additions made to the Work Product by the Town or any other party or any reuse of the Work Product by the Town or any other party for this project or any other project without the consent of Consultant."

Reason for Change: We may use content such as big data or technology provided by third-party data or software providers for which we may receive only a limited-use license and not ownership. It is often necessary for such third-party providers to retain ownership of such data or technology for the uses of other clients or purposes. The use of data and technology from third-party providers can greatly enhance the services and work product provided by Consultant to the Town. Unfortunately, many third-party providers will not give us ownership of their content, but only a mere license, and, therefore, we cannot pass ownership of any such content incorporated into our work product to the Town. In such cases, we will secure a license for the Town to use such content.

#### **4. INDEMNIFICATION. Section 14.1**

Changes Requested: "To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel reasonably approved by the Town) and hold harmless the Town, and its elective or appointive boards, officers, employees, agents and volunteers against any claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this Agreement due to the acts or omissions of Consultant or Consultant's officers, employees, agents or subcontractors in their operations in connection with their performance of this Agreement other than in their performance of professional services. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of such services shall not operate as a waiver of such right of indemnification."

Reason for Changes: This additional language is to clarify Section 14.1 is addressing claims arising out of Consultant's operations that would be covered under Consultant's general or auto liability insurance, and not claims arising out of professional services that would be covered under Consultant's professional liability insurance.

#### **5. INDEMNIFICATION. Section 14.2**

Change Requested: "With regard to Consultant's professional services, Consultant agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Consultant's profession, including without limitation adherence to all applicable safety standards. To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel reasonably approved by the Town) and hold harmless the Town, and its elective or appointive boards, officers, and employees from and against all liabilities, including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including, but not

limited to, reasonable attorneys' fees, court costs and costs of alternative dispute resolution regardless of nature or type ~~that arise out of, pertain to, or relate to~~ to the extent caused by the negligence, reckless, or willful misconduct of Consultant or Consultant's officers, employees, agents or subcontractors. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of said services and duties by Town shall not operate as a waiver of such right of indemnification."

Reason for Changes: The changes are to more closely align this indemnity obligation with the requirements and limitations found in Civ. Code section 2782.8.

## **6. INSURANCE REQUIREMENTS. Exhibit D, Section 1.4**

Change Requested: "Errors and Omissions Liability Insurance appropriate to the Consultant's profession. ~~Architects' and Consultants' coverage is to be endorsed to include contractual liability.~~"

Reason for Change: We cannot offer blanket contractual liability coverage under our professional liability insurance policy because professional liability insurance does not provide such coverage. Professional liability insurance will only cover contractual liability to the extent that the insured professional would have been liable for the damages in the absence of contractual language. In other words, the policy only covers the professional's negligence. Professional liability coverage is designed to pay on behalf of an insured firm that does not meet the standard of care (i.e., is negligent) in fulfilling its professional obligations; it is not designed to stand behind ALL contractual obligations, unlike the broad form commercial general liability insurance policy which does provide contractual liability coverage.



June 9, 2022

Jeremy Dennis, Town Manager  
Town of Portola Valley  
765 Portola Road  
Portola Valley, CA 94028

**Subject: Amendment 1 for Emergency Evacuation Planning Traffic Engineering Services**

Dear Jeremy,

Fehr & Peers appreciates the opportunity to provide additional services to the Town of Portola Valley related to emergency evacuation planning traffic engineering services. This letter agreement constitutes Amendment #1 to our existing agreement dated September 22, 2021. The purpose of this additional work effort is to develop Evacuation Time Estimates (ETE's) that reflect the additional evacuation trips generated by approximately 300 additional residential units that have been identified in the Housing Element Update. Our scope of work is described below.

**Task 1 – Data Collection** – Fehr & Peers will obtain information on preferred housing sites from Town staff and the Housing Element consultant team. We understand this information will include a map of the designated parcels, the type (single vs multi-family) and number of residential units on those parcels, and assumptions related to the distribution of Accessory Dwelling Units (ADU's) that are part of the preferred housing site allocation. We will explore assumptions with Town Staff and the Housing Element team related to the ADU's and evacuation travel demand.

**Task 2 – Evacuation Travel Demand** – Fehr & Peers will estimate the number of evacuation trips generated by the new housing development based on community demographic profile data collected previously.

**Task 3 – Evacuation Time Estimates** – Fehr & Peers will use the PTV Visum model that we developed for the Evacuation Study to assign the added vehicle trips generated by the new housing units to baseline trips (generated by existing land use levels) on the network for the three study scenarios. For this existing plus new housing trips scenario, we will extract evacuation time estimates for the three study scenarios as well as average evacuation travel time for residents by 15-minute intervals based on trip start time. This information will be compared to data previously developed for existing land use levels.

**Task 4 – Documentation and Meetings** – Fehr & Peers will prepare a memorandum that documents the number of added evacuation trips for the additional housing units and compares the evacuation time estimates with the added housing for the three scenarios to evacuation time

estimates for existing land use levels. We will participate in two conference calls. This work plan does not include attendance or presentation at any public hearings.

Fehr & Peers will perform Tasks 1-4 on a time and materials basis not to exceed **\$15,000**. Your signature below authorizes us to proceed based on the scope and terms above.

We look forward to continuing our working relationship on this project. If you have any questions or comments, please contact me at (415) 426-2520.

Sincerely,

FEHR & PEERS



Bob Grandy, PE  
Principal

ACCEPTED BY:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

SF21-1185



# TOWN OF PORTOLA VALLEY STAFF REPORT

**TO:** Mayor and Members of the Town Council

**FROM:** Jeremy Dennis, Town Manager  
Cindy Rodas, Finance Director

A handwritten signature in black ink, appearing to read 'Jeremy Dennis', is written over the text of the 'FROM' field.

**DATE:** June 22, 2022

**RE:** Final Proposed Draft FY 2022-23 Budget

## **RECOMMENDATION**

Staff recommends that the Town Council adopt a Resolution adopting the Final Proposed Draft Budget for FY 2022-23

Below is a list of minor edits and/or additions to the Proposed FY 2022-23 Budget as presented to the public and Town Council at its meeting held on June 8, 2022. The changes reflect input and feedback from members of council and the public.

- Update title from Proposed FY 2022-23 Budget to Final Proposed FY 2022-23
- Eliminating use of Open Space Fund for Town Owned Open Space Maintenance expenditures.
- Increase expenditures in the General Fund (Capital Projects Fund 401) and corresponding use of Fund Balance requirements for maintenance on Town Owned Open Space.
- Updates to Sources and Requirements Pie Charts for All Funds and General Fund as well as Fund Activity Summary and Revenues and Expenditures by Governmental Fund to incorporate the increase in Fund Balance requirements
- Allocate new Development Review Technician position between both Planning and Building Divisions, previously only reflected under Planning Division.
- Correction in Public Works Department, classification of expenditure for ALPR License from Miscellaneous Consultants to Software & Licensing
- Include additional modest merit increase in Town Manager Department (1%)
- Add American Rescue Plan Act (ARPA) Program page in Section IV – Appendix
- Allocate revenue from ARPA Fund to Non-Departmental Department and CIP, previously allocated in multiple departments

**LINK TO PROPOSED BUDGET:**

<https://stories.opengov.com/portolavalleyca/published/Dfjtir2kB>

**ATTACHMENT:**

1. Resolution

**RESOLUTION NO. \_\_\_\_\_-2022**  
**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN**  
**OF PORTOLA VALLEY ADOPTING THE OPERATING**  
**AND CAPITAL BUDGETS FOR FISCAL YEAR 2022-23**

**WHEREAS**, the Town Manager has reviewed and analyzed the Town of Portola Valley's finances and has projected revenues and expenditures for Fiscal Year 2022-23;

**WHEREAS**, the Town Manager presented the proposed budget to the Town's Finance Committee on June 1, 2021 and to the Town Council on June 9, 2021 for review and consideration; and

**WHEREAS**, the Town Council conducted a noticed public hearing on June 22, 2022 to review the proposed operating and capital budget.

**NOW, THEREFORE**, the Town Council of the Town of Portola Valley does **RESOLVE** the following:

1. To adopt the Town's Fiscal Year 2022-23 operating and capital budgets, overall reflecting the following:
  - a. Projected revenues: **\$10,070,937**
  - b. Projected expenditures & transfers: **\$11,459,979**
2. The budget shall be effective July 1, 2022.
3. The amount of the 2022-2023 Fiscal Year operating and capital budget for each account area of the budget may be drawn upon in the form of warrants issued for payment of demands and certified in accordance with the provisions of the California Government Code Sections 37208 and 37209.
4. The Town Manager shall periodically report to the Town Council the amount and classification of revenues received and expenditures made.
5. A copy of the adopted budget shall be kept on file with the Town Clerk of the Town of Portola Valley, as the official budget of the Town of Portola Valley for the 2022-2023 Fiscal Year.

**REGULARLY PASSED AND ADOPTED** this 22<sup>nd</sup> day of June 2022.

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
Melissa Thurman, MMC  
City Clerk




# TOWN OF PORTOLA VALLEY

## STAFF REPORT

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**TO:** Mayor and Members of the Town Council

**FROM:** Jeremy Dennis, Town Manager 

**DATE:** June 22, 2022

**RE:** Support Letter for Resource Conservation District Boundary Expansion

### RECOMMENDATION

Staff recommends that the Town Council authorize the Mayor to sign a letter of support (Attachment 1) for the San Mateo County Resource Conservation District's boundary expansion

### BACKGROUND

The [San Mateo County Resource Conservation District](#) (RCD) is a special district that, like other RCDs in the State, "serve as local hubs for conservation, connecting people with the technical, financial and educational assistance they need to conserve and manage natural resources."<sup>1</sup> RCDs provide free assistance to residents and agencies alike, and provide such assistance in a non-regulatory and confidential environment.

The RCD in San Mateo County has included Portola Valley in its sphere of influence for some time. Recently, the RCD petitioned the [San Mateo County Local Agency Formation Commission](#) (LAFCo) to expand its boundaries to include all areas west of the I-280 freeway (Attachment 2, with map of proposed expansion on page two) in order to amongst other goals, " more accurately represent what the district is, where it provides services, whom it benefits, and where benefits accrue" (page 3 of Attachment 2).

The Town Council has held two study sessions with the RCD in the last year as it discussed the proposed annexation and described available services.

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<sup>1</sup> From the "[About the RCD](#)" section on the SMC RCD website.

**DISCUSSION**

Staff recommends that the Town Council authorize the Mayor to sign the attached letter in support of the proposal. Staff anticipates working with the RCD on wildfire, water, and other critical projects in the coming years.

**FISCAL IMPACT**

None.

**ATTACHMENTS**

1. Support Letter
2. LAFCo Application



# TOWN of PORTOLA VALLEY

Town Hall: 765 Portola Road, Portola Valley, CA 94028 - Tel: (650) 851-1700 Fax: (650) 851-4677

June 22, 2022

Rob Bartoli  
Executive Officer, San Mateo County Local Agency Formation Commission  
455 County Center, 2<sup>nd</sup> Floor  
Redwood City, CA 94063

Mr. Bartoli,

On behalf of the Portola Valley Town Council, I write in support of the proposed annexation of Portola Valley by the San Mateo County Resource Conservation District (RCD).

After the RCD announced its plans to expand the territory where it operates, the Town invited its executive director and staff to attend two Council meetings to share with residents the RCD's core responsibilities and discuss the benefits to the Town of being included in its boundaries. While the Town has been in the RCD's sphere of influence for some time, the proposed expansion of the RCD's boundaries formally allows the Town to collaborate with the RCD on Town-wide efforts.

The Town is particularly appreciative of the opportunity to partner with the RCD on wildfire preparedness/adaptation projects. The proposed expansion plan allows the RCD to look more broadly at the wildfire-affected areas of the County in a holistic manner, and any such strategic attention will only benefit Portola Valley residents.

With its other focuses on water, climate, and wildlife health, the Town believes that the proposed expansion will undoubtedly result in important and valuable projects for residents. We support the proposal, and appreciate the opportunity to submit this letter after the published due date in the received packet.

Sincerely,

Craig Hughes, Mayor

cc: Portola Valley Town Council  
Conservation, Sustainability and Wildfire Preparedness Committee chairs  
San Mateo County RCD



June 1, 2022

**TO:** San Mateo County  
Affected Agencies

**RE:** LAFCo File No. 22-05 – Proposed Annexation by the San Mateo Resource Conservation District (Approximately 210,000 acres)

Notice is hereby given that an application for the proposed annexation has been received by the San Mateo Local Agency Formation Commission (LAFCo). The application consists of the following proposed action:

<b>City or District</b>	<b>Action</b>
San Mateo Resource Conservation District (SMRCD)	Annexation

The annexation application, plan for service, and annexation map are attached for your reference. The area proposed for annexation includes:

- 1) The area east of the existing SMRCD boundary to Highway 280
- 2) Several excluded pockets in the costal area of San Mateo County

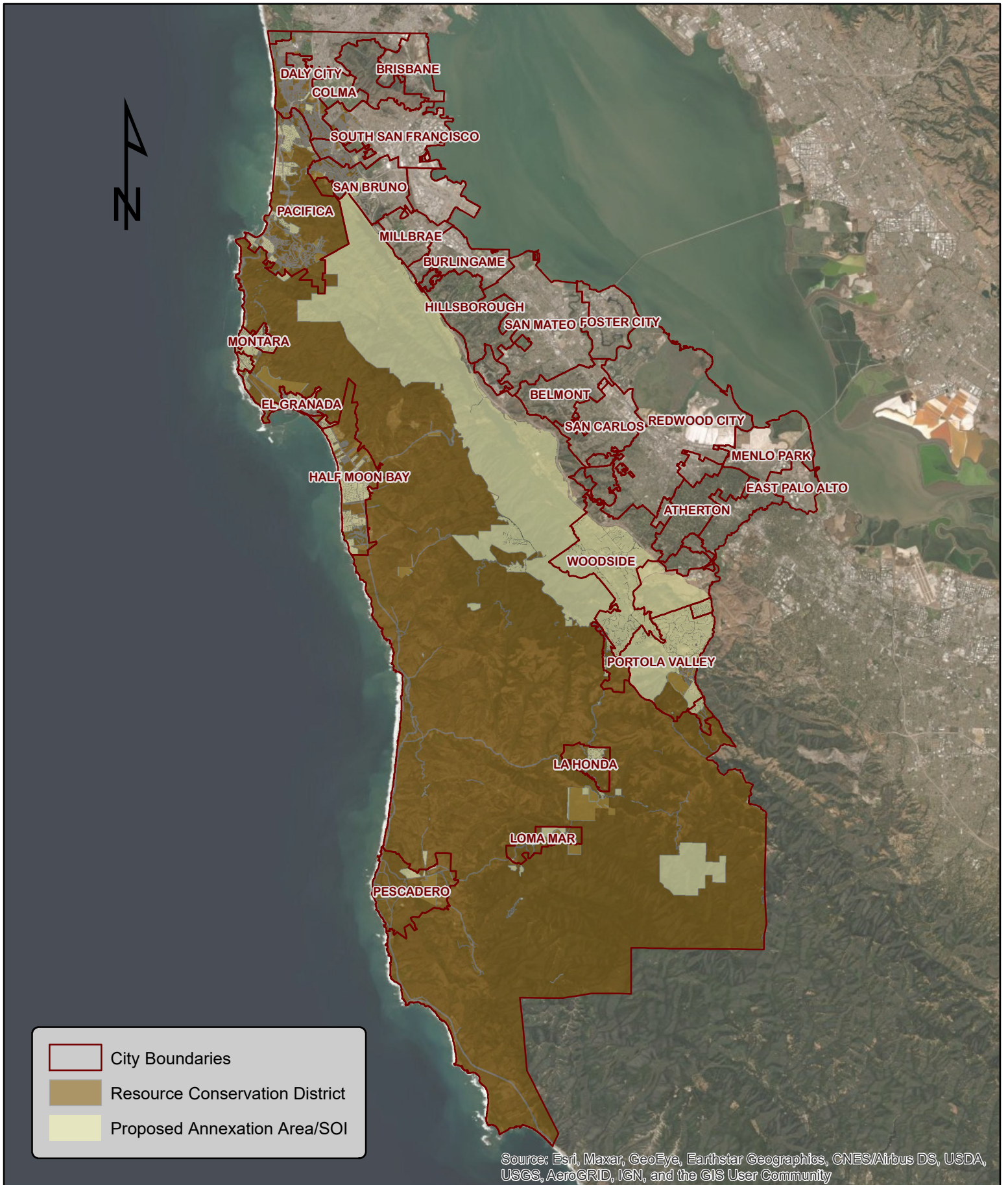
A list of parcels in the proposed annexation area and GIS Shapefiles can also be made available upon request.

The San Mateo Resource Conservation District is an independent special district that collaborates with landowners and managers, technical advisors, local jurisdictions, government agencies, and others to protect, conserve and restore natural resources in San Mateo County. SMRCD provides assistance in areas such as of water resources, soil and agriculture, wildlife habitat, wildfire, and climate change. SMRCD is a non-regulatory agency and works with constituents on a voluntary basis.

No projects or new services are currently proposed by SMRCD in annexation application.

Please submit comments to the LAFCo office by **June 17, 2022** to ensure that your information is included in the Executive Officer's report. If you have any questions about this proposal, please feel free to contact me.

Rob Bartoli  
Executive Officer  
rbartoli@smcgov.org



## ***RCD - Annexation Area and Sphere of Influence***

**APPLICATION FOR A CHANGE OF ORGANIZATION, REORGANIZATION, OR OUTSIDE SERVICE AGREEMENT  
TO THE SAN MATEO LOCAL AGENCY FORMATION COMMISSION**

**A. GENERAL INFORMATION**

1. Briefly describe the nature of the proposed change of organization, reorganization, or outside service agreement.

The San Mateo Resource Conservation District (RCD) proposes to expand its district boundary to encompass its full Sphere of Influence. The current district boundary is not contiguous and does not reflect the district's actual services or current or anticipated community needs for district services. The current boundaries include properties in western San Mateo County from the boundary with San Francisco to the boundary with Santa Cruz County, generally from Skyline Boulevard to the Pacific Ocean, and exclude most developed residential areas. The proposed change to the district's boundary would expand to the district's entire Sphere of Influence (updated January 20, 2021) to include developed residential areas and extend the eastern boundary to Highway 280. This updated boundary would:

- more accurately represent what the district is, where it provides services, whom it benefits, and where benefits accrue;
- help the district prioritize and include additional areas for services, funding, and other resources;
- better enable the district to address threats and provide services at an appropriate scale (e.g. climate change, wildfire, species extinction, flooding, water pollution);
- provide a deeper bench from which to recruit board members;
- better enable the district to access additional funding sources to serve constituents and the lands in the areas proposed for inclusion; and
- better enable the district to pursue an expanded stable funding base, reducing dependence on uncertain grants and increasing the financial security of the district to continue its services.

2. An application for a change of organization or reorganization may be submitted by individuals in the form of a petition or by an affected public agency in the form of a certified resolution. This application is submitted by (check one):

Landowners or registered voters, by petition  
 An affected public agency, by resolution

**(If this application is submitted by petition of landowners or registered voters in the affected territory, complete the petition form.)**

3. What are the reasons for the proposal?

The proposed change to the district's boundaries would more accurately represent what the district is, where it provides services, whom it benefits, and where benefits accrue. It would help the district

prioritize and include the additional areas for services, funding, and other resources. It would better enable the district to address threats and provide services at an appropriate scale (e.g. climate change, wildfire, species extinction, flooding and water pollution). It would better enable the district to access additional funding sources to serve constituents and the lands in the areas proposed for inclusion and better enable the district to pursue an expanded stable funding base, reducing dependence on uncertain grants and increasing the financial security of the district to continue its services.

The areas of expansion were proposed because of their needs for district programs and services (e.g., risk of wildfire, risk of species extinction, risk of flooding, risk of chronic water quality impairment); high priority opportunities for resource protection (e.g., potential for fuel load reduction, high value habitat for endangered species, potential to reduce risk of flooding, potential to reduce pollution); and/or because the areas benefit from district activities (as described in the Municipal Service Review of the RCD adopted by LAFCo in July 2020).

4. Does this application have 100% consent of landowners in the affected area?

\_\_\_\_\_ Yes   X   No

5. Estimated acreage:

Existing boundary: approximately 160,000 acres

Proposed boundary: approximately 210,000 acres

**B. SERVICES**

1. List the name or names of all existing cities and special districts whose service area or service responsibility would be altered by the proposed change of organization or reorganization.

None

2. List all changes to the pattern of delivery of local services to the affected area. For each service affected by the proposed change(s) of organization, list the present source of service (state “none” if service is not now provided), the proposed source of service and the source of funding for construction of necessary facilities (if any) and operation. Example is given on the first two lines of the space provided for your response.

SERVICE	PRESENT SOURCE	PROPOSED SOURCE	FUNDING SOURCE	
			CONSTRUCTION	OPERATING
N/A				

C. **PROJECT PROPOSAL INFORMATION**

1. Please describe the general location of the territory which is the subject of this proposal. Refer to major highways, roads and topographical features.

The district's existing boundaries include properties in western San Mateo County from the boundary with San Francisco to the boundary with Santa Cruz County, generally from Skyline Boulevard to the Pacific Ocean, and exclude most developed residential areas. The proposed change to the district's boundary would expand to the district's entire sphere of influence to include developed residential areas and extend the eastern boundary to Highway 280. See Exhibit B for map and legal description.

2. Describe the present land use(s) in the subject territory.

The existing district boundaries include mostly rural, agricultural, and open space lands in the western half of the county. The areas proposed for expansion include portions of the cities of Pacifica and Half Moon Bay, urbanized areas of the unincorporated mid-coast, and rural areas of east mid-coast and south-coast/Skyline. In most of the unincorporated areas proposed for expansion, the San Mateo County Planning Department has designated the lands as Agriculture, Open Space, or Timber Production. The proposed boundary expansion will have no change on present or planned land uses.

3. How are adjacent lands used?

North: Residential, urban

South: Open space, agriculture, rural

East: Open space, residential, urban

West: The Pacific Ocean is to the west.

4. Will the proposed change of organization result in additional development? If so, how is the subject territory to be developed?

The proposed boundary expansion would not result in additional development.

5. What is the general plan designation of the subject territory?

The proposed district would encompass approximately 210,000 acres. General plan designation includes a variety of uses, primarily Agriculture, Open Space, and Timber Production.

6. What is the existing zoning designation of the subject territory?

There are over 60 unique planning zone combinations in the areas proposed for inclusion, Exhibit D provides a list of each of the planning zones with the acreage for each. The most common zoning designation is Resource Management District. Other common zoning designations include Residential, Planned Agriculture District, Coastal Development District, and Timber Land Preserve District.

7. What rezoning, environmental review or development approvals have already been obtained for development in the subject territory?

No development is proposed. The district filed a CEQA Notice of Exemption on 3/16/2022 for the proposed boundary expansion. No comments were received and CEQA has been completed. The RCD conducts CEQA review for all discretionary actions that may have significant impact on the environment and would continue to do so in the proposed service area expansion if new projects are proposed.

8. What additional approvals will be required to proceed?

None

9. Does any portion of the subject territory contain any of the following --agricultural preserves, sewer or other service moratorium or wetlands subject to the State Lands Commission jurisdiction?

The proposed boundary includes Williamson Act parcels.

10. If no specific development projects are associated with this proposal, will the proposal increase the potential for development of the property? If so, how?

No specific development projects are associated with this proposal. In the majority of the unincorporated areas of the proposed district, the San Mateo County Planning Department has designated the lands as Agriculture, Open Space, or Timber Production. These three general plan designations limit the amount of development that can occur within these areas. Much of the territory is within the coastal zone, which further restricts potential development. The boundary expansion will have no change on present or planned land uses.

\* \* \* \* \*

LAFCo will consider the person signing this application as the proponent of the proposed action(s). Notice and other communications regarding this application (including fee payment) will be directed to the proponent at:

NAME: San Mateo Resource Conservation District

EMAIL: kellyx@sanmateoRCD.org

ADDRESS: 80 Stone Pine Road, Suite 100  
Half Moon Bay, CA 94019

TELEPHONE: 650-712-7765

ATTN: Kellyx Nelson



\_\_\_\_\_  
Signature of Proponent

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(10/6/2000)

# San Mateo Resource Conservation District Service Plan for Proposed Change of Organization May 25, 2021

## Introduction

The Cortese – Knox – Hertzberg Local Government Reorganization Act (California Government Code (Section 56000, et seq.) encourages orderly growth and development “by the logical formation and modification of the boundaries of local agencies, with a preference granted to accommodating additional growth within, or through the expansion of, the boundaries of those local agencies which can best accommodate and provide necessary governmental services.” Section 56668 of the Act requires that boundaries should avoid dividing an existing identifiable community, commercial district, or any other area having social or economic homogeneity and that boundaries should reasonably include all territory which would reasonably benefit from agency services.

The current boundaries of the San Mateo Resource Conservation District (RCD) do not reasonably include all territory that benefits from and will benefit from agency services and exclude parts of some communities, e.g. Pacifica and Pescadero, while other parts are within district boundaries. The RCD intends to apply for a change of organization to redefine its boundaries consistent with its Sphere of Influence.

One purpose of a local agency formation commission (LAFCo) is “to shape the development of local agencies so as to advantageously provide for the present and future needs of [the] county and its communities” based on local circumstances and conditions (Section 56301). Whenever a local agency applies for a change of organization or reorganization, the local agency must submit a plan for providing services within the affected territory. The service plan must describe how the change will be implemented if approved and document the ability to provide service for areas proposed for annexation.

This service plan includes information required by Section 56653, including:

- a) Enumeration and description of the services to be extended to the affected territory;
- b) Level and range of those services;
- c) Indication of when services can feasibly be extended to the affected territory;
- d) Indication of any improvement of structures, roads, sewer or water facilities, or other conditions necessary to provide services the local agency would impose or require within the affected territory if the change of organization or reorganization is completed;
- e) Any conditions which would be imposed or required within the affected territory such as, but not limited to, improvement or upgrading of structures, roads, and sewer or water facilities; and
- f) Information with respect to how those services will be financed.

## Proposed Change of Organization

The current boundaries of the San Mateo Resource Conservation District (RCD) are not contiguous and do not reflect the district’s current or anticipated services or current or anticipated community need for its services. The boundaries include 33,085 properties in western San Mateo County from the boundary

with San Francisco to the boundary with Santa Cruz County, generally from Skyline Boulevard to the Pacific Ocean, and exclude most developed residential areas.

In 1938, the State of California authorized the formation of soil conservation districts under Division 9 of the Public Resources Code. Farmers in San Mateo County formed the first such district in the state in 1939 encompassing agricultural lands in northern San Mateo County. Coastal areas were added southward in two subsequent annexations (1942 and 1946). In 1954 many subdivisions were excluded, as the focus of the district at that time was soil conservation on agricultural lands. Division 9 was amended in the early 1970s to expand the powers of the districts to address natural resources more broadly, including water conservation, water quality, wildlife habitat and more, and changing their names from “soil conservation districts” to “resource conservation districts.”

Since that time, San Mateo RCD’s programs and services have expanded significantly with direct services and benefits to areas that are not within district boundaries. Furthermore, in light of climate change and associated wildfires, flooding, drought, sea level rise, catastrophic erosion; a biodiversity crisis; chronic water quality impairments along the coast; and threats to local agricultural viability, the need for RCD services is expected to continue and increase.

In recognition of these facts, LAFCo unanimously adopted an updated Sphere of Influence for the RCD on January 20, 2021 that more accurately represents where the district provides services and where those benefits accrue. The new Sphere of Influence includes areas currently excluded from district boundaries- portions of the City of Pacifica, unincorporated Midcoast (including El Granada, Miramar, Montara, Moss Beach, and Princeton), portions of the City of Half Moon Bay, and portions of the unincorporated South Coast (including Dearborn Park, La Honda, Loma Mar, Pescadero, Pescadero Creek County Park, Portola Redwoods State Park, and South Skyline); and extends the district’s eastern boundary to Highway 280, including currently excluded portions of the towns of Woodside and Portola Valley.

This service plan is for a proposed boundary revision would include an additional approximately 50,000 acres within the district’s revised Sphere of Influence as indicated in *Appendix A: Current vs. Proposed Boundary*.

The proposed change to the district’s boundaries would more accurately represent what the district is, where it provides services, whom it benefits, and where benefits accrue. It would help the district prioritize and include the additional areas for services, funding, and other resources. It would better enable the district to address threats and provide services at an appropriate scale (e.g. climate change, wildfire, species extinction, flooding, water pollution). It would better enable the district to access additional funding sources to serve constituents and the lands in the areas proposed for inclusion and better enable the district to pursue an expanded stable funding base, reducing dependence on uncertain grants and increasing the financial security of the district to continue its services.

These areas were proposed because of their needs for district programs and services (e.g., risk of wildfire, risk of species extinction, risk of flooding, risk of chronic water quality impairment); high priority opportunities for resource protection (e.g., potential for fuel load reduction, high value habitat for endangered species, potential to reduce flooding, potential to reduce pollution); and/or because the areas benefit from district activities (as described in the Municipal Service Review of the RCD adopted by LAFCo in July 2020).



## Description of Services

The RCD in San Mateo County is one of nearly 100 conservation districts in California, and about 3,000 across the United States. These districts serve as local hubs for conservation, connecting people with the technical, financial, and educational assistance they need to conserve and manage natural resources. RCDs work directly with landowners and other interests to ensure the resilience and health of water resources, soils, wildlife habitat, and beyond. Conservation districts coordinate assistance from all available sources—public and private, local, state, and federal—to develop locally-driven solutions to natural resource concerns.

In San Mateo County, the RCD is a boots-on-the-ground agency using very diverse tools. The district's work takes many forms, including:

- technical assistance from experts on staff, partners, or consultants as needed. Examples: hydrologists, engineers, biologists, foresters, soil scientists.
- project implementation on public and private lands. Examples: chipping and hauling services to help private landowners reduce risk of wildfire; modifying a County road to restore migration for endangered salmon; dredging a creek through State, County, and private properties to implement a wildlife-friendly flood control project; helping farmers upgrade water infrastructure to maximize conservation.
- a trusted broker coordinating conservation across jurisdictions and land ownerships, leveraging local, state, federal, and private funding. Example: securing State and federal grants to repair a failing access road on County Parks property, coordinating project design and permitting, managing construction contracts, and overseeing construction—all in partnership with Parks staff.
- outreach and education in various formats on a wide range of issues of concern to the community. Examples: on-farm tailgate workshops in Spanish for farmworkers about irrigation water conservation; workshops for equipment operators to learn best environmental practices when working in forests, including operators from County and State Parks as well as local private construction businesses; outreach to pet owners regarding water quality pollution from pet waste; workshops for equestrians about how to compost manure; and assisting the County with outreach regarding sea level rise.
- financial assistance via grants, cost-share programs, and other resources for RCD staff, partner organizations, landowners and land managers, and contractors to directly benefit the community.

The RCD plays a unique role in San Mateo County, within its current boundaries as well as the proposed areas for inclusion. The RCD is the only local entity, public or private, that exists for the purpose of helping people help the land. The RCD shares this mission with a federal agency- the USDA Natural Resources Conservation Service- which is hosted and leveraged by the RCD in San Mateo County. Division 9 of the California Public Resources Code established resource conservation districts to work as a neutral party with constituents on a voluntary basis aiming for win-win solutions—a key reason they are trusted resources in the communities they serve.

The RCD partners closely with other environmental agencies and organizations, while not duplicating any of their work. The district often serves as a liaison across environmental agencies and organizations that have a regulatory function, develop and implement policy, acquire and protect land as open space

preserves, do environmental advocacy, or were formed for a specific environmental interest. It is also able to integrate other community or landowner goals and values, such as agricultural production, public safety, economic security, business plans, equity and social justice, and more. Able to provide diverse services across jurisdictions and public and private lands, the RCD accomplishes on-the-ground environmental protection at landscape and regional scales.

RCDs were designed in the Public Resources Code to evolve with the changing and emergent needs of people and the environment to support thriving communities, landscapes, and economies. In recent years this has enabled San Mateo RCD to bring resources and solutions for flooding, drought, fire, and climate change. The RCD currently provides comprehensive, integrated services addressing community needs and priorities regarding wildlife, water, climate, agriculture, and wildfire.

- Wildlife: restoring ecosystems and habitat with a focus on species at risk of becoming extinct
- Water: improving water conservation, water resource management, and water quality to help ensure clean and reliable water for people, wildlife, and agriculture
- Climate: removing greenhouse gases from the atmosphere, reducing emissions, and building critically needed resilience to extreme weather conditions for wildlife and the community
- Agriculture: helping ensure viable local agriculture while also helping agriculture be environmentally beneficial
- Wildfire: reducing the risk of catastrophic fire, improving forest health, and healing the land after fire does occur

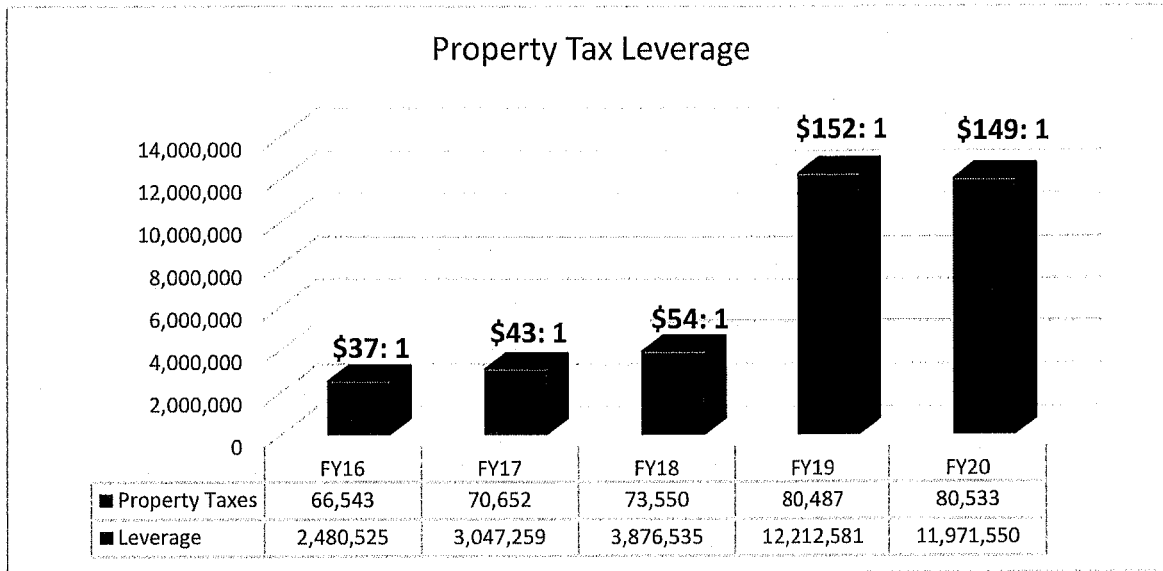
### Conditions of Service

No improvement of structures, roads, sewer or water facilities, or other conditions are necessary to provide services. The district would not impose or require any improvements of conditions within the affected territory if the change of organization is completed. The district is non-regulatory and expansion would not result in any new restrictions, fees, or regulations on property owners.

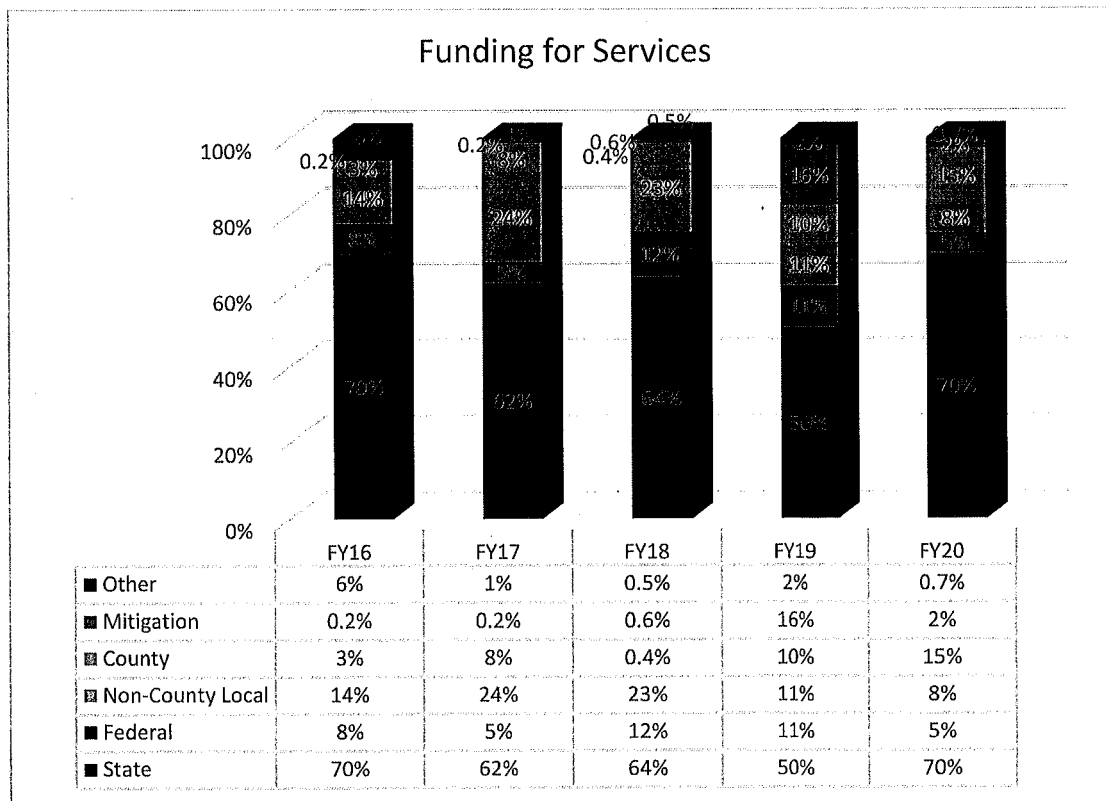
### How Services Would Be Financed

The RCD leverages a small property tax base to bring diverse public and private funds via grants, interagency agreements, contracts for services, and private donations. The RCD already brings some of these leveraged funds to areas proposed for inclusion in its boundaries and including the proposed areas within the district would facilitate the ability to bring them more resources.

Per the table below, each dollar of property taxes paid by constituents over the last five fiscal years leveraged between \$37 and \$152. This amount does not include the extensive contributions of the USDA Natural Resources Conservation Service, which provides in-kind services and grant programs in the county at the RCD's invitation.



The following figure shows the sources of funding over the same time period. It highlights the substantial investments that the RCD brings into the county from outside sources, primarily state and federal.



Because the RCD's tax base and the allowable overhead is insufficient to meet its basic needs, the RCD has also depended in recent years on annual allocations of \$200,000 from San Mateo County for

operating support. It is a goal of the RCD to negotiate a transfer of property taxes from the County to support district services and administration that better align with the district's Sphere of Influence.

## Attachments

Attachment 1: San Mateo Resource Conservation District Strategic Plan 2021-2024

Attachment 2: Fiscal Year 2021-2022 Annual Budget

Attachment 3: Audited Financial Statements for Fiscal Year Ending June 30, 2021

**Attachment 1: San Mateo Resource Conservation District Strategic Plan 2021-2024**

## San Mateo Resource Conservation District Strategic Plan 2021-2024

### Our Mission

San Mateo Resource Conservation District is a local hub for conservation, helping the people of San Mateo County build a more thriving natural environment for all.

### Our Vision

*Coastal San Mateo County will be environmentally, economically, and socially sustainable.*

### The Need

People who live, work, or play in coastal San Mateo County know this is a special place. We are inspired by its abundance and beauty, including natural and working lands from the tops of redwood-forested mountains to the majestic coastline and beaches of the Pacific Ocean. We depend on its healthy soils, clean air, water resources, and ecosystems to sustain our health, economy, and way of life. How we manage these resources directly affects biodiversity, public safety, equity and justice, diverse industries, and our personal fulfillment.

There have been significant investments to preserve, restore, and care for these places that care for us. Nonetheless, we face grave threats and significant challenges, including climate change, species extinction, water pollution, catastrophic wildfire, historic drought, flooding, sea level rise, harsh inequity and injustice. Not surprisingly, the same forces that threaten plant and animal species also threaten human lives and livelihoods.

The San Mateo RCD will answer this call to action. We must ambitiously, courageously, and effectively meet the pace and the scale of today's environmental challenges and directly confront their nexus to equity and justice. This strategic plan will guide us to solutions as the RCD works from our base of strength and competency to become the organization our community needs.

### The Opportunity

The San Mateo Resource Conservation District is up to the challenge. With a deep understanding of the people and the lands of San Mateo County rooted in more than eighty years of service, the RCD provides comprehensive, integrated services that continuously evolve to address community needs and priorities. Current priorities are:

- Wildlife. San Mateo County is a hotspot of biological diversity and home to more than 40 species of plants and animals at risk of extinction. Our services restore ecosystems and habitat with a focus on species at risk of becoming extinct.

- Water. Water is one of the most significant resources shaping the future of California. Our services improve water conservation, water resource management, and water quality to help ensure clean and reliable water for fish and wildlife, farms, and people.
- Climate. Our work removes greenhouse gases from the atmosphere, reduces emissions, and builds resilience to extreme weather conditions for wildlife and the community
- Agriculture. Agriculture is at the heart of coastal San Mateo County. Our work helps ensure viable local agriculture while also helping farmers and ranchers be environmental stewards of the lands they manage.
- Wildfire. Wildfires are a serious threat in our region. Our work helps reduce the risk of catastrophic fire, improve forest health, and heal the land after fire does occur.

The RCD in San Mateo County is one of nearly 100 conservation districts in California, and about 3,000 across the United States- in nearly every county nationwide. These districts serve as local hubs for conservation, connecting people with the technical, financial, and educational assistance they need to conserve and manage natural resources. RCDs work directly with landowners and other interests to ensure the resilience and health of water resources, soils, wildlife habitat, and more. Conservation districts coordinate assistance from all available sources—public and private, local, state, and federal—to develop locally-driven solutions to natural resource concerns.

RCDs are uniquely positioned as an extremely nimble form of local government that has the benefits of government accountability to the communities we serve, while retaining the flexibility and function of nonprofit organizations.

- RCDs exist to *help people* help the land. We work as an invited neutral party on a voluntary basis aiming for win-win solutions—a key reason we are a trusted resource in the communities we serve.
- RCDs were designed to evolve with changing needs to support thriving communities, landscapes, and economies. In recent years this has enabled the San Mateo RCD to bring resources and solutions for flooding, drought, fire, and climate change.
- RCDs are able to work readily with private and public landowners, tenants and land managers, tribes, federal, state, or local governments, non-profits, advocates, and farmers and ranchers alike. In this way we work across political and economic divides to bring essential programs and financial resources to provide benefits at scale to our community.
- RCDs are locally relevant. We address community priorities and are led by local, publicly appointed boards of directors. RCD directors are constituents and

neighbors, readily accessible to the communities we serve and living the local issues.

- RCDs collaborate with each other and other organizations regionally and statewide to achieve large-scale conservation objectives.

With a deep understanding of the landscapes and people of San Mateo County grounded in more than 80 years of service, we bring science-based solutions to environmental concerns. We provide services across jurisdictions and across public and private lands, accomplishing boots-on-the-ground environmental protection at property, landscape, and regional scales.

Using very diverse tools, our work takes many forms:

- Technical assistance from experts such as hydrologists, engineers, biologists, foresters, and soil scientists
- Implementing projects such as providing chipping and hauling services to help neighborhoods reduce wildfire risk, removing a dam to restore migration for endangered salmon, constructing a wildlife-friendly flood control project across multiple properties, and helping farmers upgrade water infrastructure to maximize conservation
- Trusted broker coordinating across jurisdictions and land ownerships, leveraging local, state, federal, and private funding
- Outreach and education on a wide range of issues of community concern such as bilingual workshops for farmworkers about irrigation water conservation, workshops for equipment operators to learn best practices to protect forests, outreach to pet owners regarding water pollution from pet waste, and assisting the County with outreach regarding sea level rise
- Financial assistance via grants, cost-share programs, and other resources for RCD staff, partner organizations, and contractors to directly benefit the community

To bring these services to our community, we rely on our organizational strengths.

- We bring people together and create trust with diverse stakeholders.
- We provide reliable, science-based technical expertise.
- We leverage our funding. The San Mateo RCD leverages a small property tax base to bring diverse public and private funds. Over five years (FY16-FY20), each dollar of property taxes paid by constituents leveraged between \$37 and \$152 of primarily state and federal grants.
- We maintain an intentional and extraordinary organizational culture. We are:

**Passionate and dedicated.** Members of our staff and board are devoted to our mission, focused on our customers, and fully engaged in our work.



**Creative, courageous, and adaptive.** We lead with vision not constraints. We are resourceful and forward thinking, always seeking solutions. We take risks, make mistakes, learn, and respond.

**Learners.** We are a community of learners that embraces training, professional development and innovation. We learn from diverse types of expertise and wisdom.

**Trusting and trustworthy.** We trust each other to work independently and in supportive teams. We hold ourselves accountable to each other and to the community. We make space for courageous, real, vulnerable, and uncomfortable conversations that build trust.

**Empathetic.** We invest in relationships. We listen to each other, treat each other with kindness, and understand what it means to be human and interdependent. We support each other during difficult times. Our whole selves are welcome at the RCD.

**Fun.** We bring a sense of humor and don't mind being goofy or whimsical as part of our whole selves doing important work.

## Goals, Outcomes and Strategies

Together with our partners across the community, we are working towards a future where:

1. The land and communities of San Mateo County are healthy and resilient in the face of climate change and other impacts.
2. The connection between people and the land is strong.
3. People throughout our community equitably share the benefits of and connection to our natural resources.
4. San Mateo RCD offers strong, stable leadership to help reach our vision.
5. San Mateo RCD models a diverse, inclusive, strengths-based culture.

Goal #1: The land and communities of San Mateo County are healthy and resilient in the face of climate change and other impacts.

### *Outcomes:*

- Our watersheds provide clean and reliable water, healthy soils, intact habitats, and other ecosystem services in which both people and wildlife thrive. Little restoration work remains to be done and the stewardship of natural resources focuses on adaptive management.
- Local farms and ranches are productive and economically viable while contributing to environmental solutions and food security.

- Natural resources are managed to build community and ecosystem resilience to cycles of fire, flooding, drought and other extremes.

*Strategies:*

- 1.1. Implement programs and projects to reduce the risk of catastrophic fire, heal the land after catastrophic fire does occur, and to utilize fire beneficially.
- 1.2. Implement programs and projects that help our landscapes adapt to climate change by building resilience to flooding, drought and other climate extremes.
- 1.3. Plan, design, and implement activities that restore, protect, or monitor healthy watershed and ecosystem function.
- 1.4. Work to remove barriers to accomplishing restoration and stewardship at the pace and scale needed for a healthy environment.
- 1.5. Provide technical assistance and incentives tailored to diverse constituents to adopt practices that conserve water, soil, habitats, and other natural resources and mitigate climate change by reducing greenhouse gas emissions or sequestering carbon.
- 1.6. Provide technical assistance, participate in collaborations, and implement programs and projects towards a resilient food system.

**Goal #2: The connection between people and the land is strong.**

*Outcomes:*

- Our community shares widespread empowerment and understanding of how to live and work in harmony with our local ecosystems.
- Everyone in our community has access to the knowledge, information, tools, and confidence needed to sustainably manage natural resources.
- Stewardship is a collaborative effort by those who relate to the land in different ways - from farmers and ranchers to urban residents, from those whose ancestors called these lands home to recent arrivals, from students to business owners to farmworkers, from nonprofit organizations to government agencies.

*Strategies:*

- 2.1. Increase the knowledge, ability, and confidence of diverse constituents to steward natural resources.
- 2.2. Provide access to information and tools for diverse constituents to be able to confidently manage natural resources sustainably.
- 2.3. Inform community leaders about natural resource challenges and invite their input and participation in solutions.

Goal #3: People throughout our community equitably share the benefits of and connection to our natural resources.

*Outcomes:*

- Our stewardship ethic includes a commitment to the health and well-being of all people.
- Everyone benefits from the economic, social, and environmental benefits of our lands.
- We recognize the diversity in our community, and we see the strengths and gifts that each member of the community brings to the shared work of deep sustainability.

*Strategies:*

- 3.1. Engage the board and staff in shared learning and dialogue around diversity, equity, and inclusion and the impacts of systemic racial and social inequity.
- 3.2. Expand engagement with under-represented communities to understand how the RCD can partner to reach shared goals.
- 3.3. Develop a Diversity, Equity, and Inclusion plan for the RCD.

Goal #4: San Mateo RCD offers strong, stable leadership to help reach our vision.

*Outcomes:*

- The RCD is widely known and a primary resource for addressing environmental concerns.
- The RCD has stable funding that allows its staff and board to focus on both the day-to-day work of helping community members, and long-term strategy and innovation to ensure San Mateo County thrives environmentally, economically, and socially.
- The RCD has the staffing, systems, and other resources it needs to provide excellent and innovative service and retain a skilled and talented team.

*Strategies:*

- 4.1. Develop and execute a strategic communications plan to raise awareness of the RCD so that people who live, own or manage land, or work in the county know who and what the RCD is, and how to engage with the RCD.
- 4.2. Pursue opportunities to increase RCD baseline funding in perpetuity to a level that supports the core operations and staff.
- 4.3. Maintain and increase diversity of revenue sources, potentially including public and private grants, private donations, corporate contributions, fees charged for services, and others as appropriate.
- 4.4. Maintain and continue improvements to administrative systems that reflect and support the organization the RCD has become and support succession planning.
- 4.5. Document / add to succession planning activities for the Executive Director and other key roles.

- 4.6. Ensure compensation, benefits, and workplace culture that attract and retain high quality professionals.
- 4.7. Through direct hiring, partnerships with other organizations, and professional development, ensure the RCD has the appropriate staffing and skill sets to meet the goals in the strategic plan.
- 4.8. Continue to develop the board's capacity.

**Goal #5: San Mateo RCD models a diverse, inclusive, strengths-based culture.**

*Outcomes:*

- The RCD team (board and staff) is representative of our community and we foster full inclusion of people of all backgrounds and identities.
- The stability and effectiveness of the RCD are supported by the continued empowerment of all staff members to act as leaders within the organization.
- The RCD board brings skills, knowledge, resources, connections and passion to its oversight and promotion of the RCD.

*Strategies:*

- 5.1. Continue and expand hiring and management best practices including those that foster diversity, equity, and inclusion.
- 5.2. Create a strategic board recruitment plan that includes approaches to building a wider circle of leaders who can move into board positions as they become available and focuses on building authentic connections to diverse community members.
- 5.3. Build authentic connections between the RCD and diverse community members, building a wider circle of potential partners and leaders for the organization.
- 5.4. Support the learning and empowerment of all staff and board members through access to internal and external training and development activities.
- 5.5. Foster a supportive work culture in which effective conservation leadership flourishes.
- 5.6. Promote a work environment that minimizes the risk of stress and burnout among staff members.

**Attachment 2: Fiscal Year 2021-2022 Annual Budget**



## San Mateo Resource Conservation District Fiscal Year 2022 Financial Budget

### REVENUE

#### Program Revenue

Agricultural Ombudsman	\$	47,679
Climate Mitigation and Adaptation	\$	322,823
Conservation Technical Assistance	\$	190,478
Erosion and Sediment Management	\$	76,087
Fire and Forestry	\$	2,407,264
Habitat Enhancement	\$	4,560,096
Santa Cruz Mountains Stewardship Network	\$	1,429,162
Water Quality	\$	335,603
Water Resources & Conservation	\$	2,618,568
<b>Subtotal Program Revenue</b>	<b>\$</b>	<b>11,987,761</b>

#### Other Revenue

County Contributions	\$	200,000
Donations	\$	20,000
Interest Income	\$	1,300
Misc. Income	\$	-
Property Tax	\$	85,000
<b>Subtotal Other Revenue</b>	<b>\$</b>	<b>306,300</b>

**Total Revenue \$ 12,294,061**

### EXPENSES

#### Operating Expenses

Personnel (Salaries & Fringe)	\$	2,313,200
Other	\$	294,500
<b>Subtotal Operating Expenses</b>	<b>\$</b>	<b>2,607,700</b>

#### Program Expenses

Agricultural Ombudsman	\$	1,400
Climate Mitigation and Adaptation	\$	55,220
Conservation Technical Assistance	\$	56,185
Erosion and Sediment Management	\$	8,045
Fire and Forestry	\$	1,893,601
Habitat Enhancement	\$	3,986,071
Santa Cruz Mountains Stewardship Network	\$	1,285,198
Water Quality	\$	73,015
Water Resources & Conservation	\$	2,340,600
<b>Subtotal Program Expenses</b>	<b>\$</b>	<b>9,699,335</b>

**Total Expenses \$ 12,307,035**

NET	\$	(12,974)
Operating Reserve Allocation	\$	250,000

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**Attachment 3: Audited Financial Statements for Fiscal Year Ending June 30, 2021**

**SAN MATEO COUNTY  
RESOURCE CONSERVATION DISTRICT**

**HALF MOON BAY, CALIFORNIA**

**BASIC FINANCIAL STATEMENTS**

**JUNE 30, 2021**



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SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT  
 BASIC FINANCIAL STATEMENTS  
 JUNE 30, 2021

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
San Mateo County Resource Conservation District,  
Half Moon Bay, California

### *Report on Financial Statements*

We have audited the accompanying financial statements of the San Mateo County Resource Conservation District (District) as of year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the Table of Contents.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### *Opinions*

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the San Mateo County Resource Conservation District, as of June 30, 2021, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

*Other Matters*

*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and other required supplementary information as listed in the Table of Contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Mazze + Associates*

Pleasant Hill, California  
January 22, 2022

San Mateo County Resource Conservation District  
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
June 30, 2021

San Mateo County Resource Conservation District's (the "District") Management's Discussion and Analysis (MD&A) is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the District's financial activity, (c) identify changes in the District's financial position (its ability to address the next and subsequent year challenges), and (d) identify individual fund issues or concerns.

Since the MD&A is designed to focus on the current year's activities, resulting changes and currently known facts, please read it in conjunction with the District's basic financial statements. The MD&A is presented for the year ended June 30, 2021.

**Introduction to the Basic Financial Statements**

This discussion and analysis are intended to serve as an introduction to the District's audited financial statements, which are comprised of the basic financial statements. 1bis annual report is prepared in accordance with the Governmental Accounting Standards Board (GASB) Statement No. 34, Basic Financial Statements - and Management's Discussion and Analysis - for States and Local Governments. The Single Governmental Program for Special Purpose Governments reporting model is used which best represents the activities of the District.

The required financial statements include the Government-wide and Fund Financial Statements; Statement of Net Position and Governmental Funds Balance Sheet; Statement of Activities and Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances; and the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - All Governmental Fund Types.

These statements are supported by notes to the basic financial statements. All sections must be considered together to obtain a complete understanding of the financial picture of the District.

**The Basic Financial Statements**

The Basic Financial Statements comprise the Government-wide Financial Statements and the Fund Financial Statements; these two sets of financial statements provide two different views of the District's financial activities and financial position.

The Government-wide Financial Statements provide a longer-term view of the District's activities as a whole and comprise the Statement of Net Position and the Statement of Activities. The Statement of Net Position provides information about the financial position of the District as a whole, including all its capital assets and long-term liabilities on the full accrual basis, like that used by corporations. The Statement of Activities provides information about all the District's revenues and all its expenses, also on the full accrual basis, with the emphasis on measuring net revenues or expenses of the District's programs. The Statement of Activities explains in detail the change in Net Position for the year.

All the District's activities are grouped into Government Activities, as explained below.

The Fund Financial Statements report the District's operations in more detail than the Government-wide statements and focus primarily on the short-term activities of the District's General Fund and other Major Funds. The Fund Financial Statements measure only current revenues and expenditures and fund balances; they exclude capital assets, long-term debt, and other long-term amounts.

Major Funds account for the major financial activities of the District and are presented individually. Major Funds are explained below.

San Mateo County Resource Conservation District  
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
June 30, 2021

**The Government-wide Financial Statements**

Government-wide Financial Statements are prepared on the accrual basis, which means they measure the flow of all economic resources of the District as a whole.

The Statement of Net Position and the Statement of Activities present information about the following:

Governmental Activities -The District's basic services are governmental activities. These services are supported by general District revenues such as taxes, and by specific program revenues such as government grants and service charges.

**Fund Financial Statements**

The Fund Financial Statements provide detailed information about each of the District's most significant funds, called Major Funds. The concept of Major Funds, and the determination of which are Major Funds, was established by GASB Statement No. 34 and replaces the concept of combining like funds and presenting them in total. Instead, each Major Fund is presented individually; the District has no Non-major Funds. Major Funds present the major activities of the District for the year and may change from year to year because of changes in the pattern of the District's activities.

In the District's case, the General Fund is the only Major Governmental Fund.

Governmental Fund Financial Statements are prepared on the modified accrual basis, which means they measure only current financial resources and uses. Capital assets and other long-lived assets, along with long-term liabilities, are not presented in the Governmental Fund Financial Statements.

Comparisons of Budget and Actual financial information are presented for the General Fund.

**Governmental Activities**

	2021	2020
<b>Assets</b>		
Cash & Investments	\$ 2,014,906	\$ 1,638,015
Other Assets	2,270,487	3,253,898
Total Assets	4,285,393	4,891,913
<b>Liabilities</b>		
Accounts payable	350,114	817,071
Other Liabilities	2,587,032	2,659,040
Total Liabilities	2,937,146	3,476,111
<b>Net Position</b>		
Unrestricted	1,348,247	1,415,802
Total Net Position	\$ 1,348,247	\$ 1,415,802

The District's net position was \$1,348,247 for the fiscal year ended June 30, 2021.

San Mateo County Resource Conservation District  
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
June 30, 2021

The following table summarizes the District's change in net position at June 30:

	July 1, 2020 through June 30, 2021	July 1, 2019 through June 30, 2020
<b>Revenues</b>		
Program revenues		
Operating grants and contracts	\$ 5,643,275	\$ 11,279,355
General Revenue		
Taxes and other	352,865	315,320
<b>Total Revenues</b>	<u>5,996,140</u>	<u>11,594,675</u>
Program Expenses		
Resource conservation	6,063,695	11,048,326
<b>Total Expenses</b>	<u>6,063,695</u>	<u>11,048,326</u>
Change in Net Position	<u>\$ (67,555)</u>	<u>\$ 546,349</u>

**Government Activities**

For the period from July 1, 2020 through June 30, 2021, the total District revenues were \$5,643,275. The total District expenses were \$6,063,695. The difference of <\$67,555> is the decrease in net position bringing the total net position on June 30, 2021 to \$1,348,247. The main source of revenue for the District is grant revenue and contracts. The amount our taxpayers ultimately financed for these activities through local taxes and assessments was \$89,731.

**Capital Assets**

The District does not maintain any capital assets.

**Debt Administration**

The District does not utilize long term debt to fund operations or growth.

**General Fund Budgetary Highlights**

The District's General Fund operating budget for the period of July 1, 2020 to June 30, 2021 was adopted by the Governing Board. As adopted, projected expenditures totaled \$13,101,923. Budgeted revenues totaled \$13,200,801 with revenues projected to be over expenditures by approximately \$98,878.

**Economic Outlook and Major Initiatives**

Financial planning is based on specific assumptions from recent trends, State of California economic forecasts and historical growth patterns in the various communities served by the District.

The economic condition of the District as it appears on the balance sheet reflects financial stability and the potential for organizational growth. The District will continue to maintain a watchful eye over expenditures and remain committed to sound fiscal management practices.



San Mateo County Resource Conservation District  
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
June 30, 2021

**Contacting the District's Financial Management**

This financial report is designed to provide citizens, taxpayers, investors, and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have any questions regarding this report or need additional financial information, contact the Finance Director at San Mateo County Resource Conservation District, 80 Stone Pine Road, Suite 100, Half Moon Bay, California 94019.

SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT  
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET  
JUNE 30, 2021

ASSETS	General Fund	Adjustments (Note 3)	Statement of Net Position
Current Assets:			
Cash and investments (Note 2)	\$ 2,014,906	\$ -	\$ 2,014,906
Grants receivable (Note 5)	<u>2,270,487</u>	<u>-</u>	<u>2,270,487</u>
Total Current Assets	<u>4,285,393</u>	<u>-</u>	<u>4,285,393</u>
LIABILITIES			
Current Liabilities:			
Accounts payable	350,114	-	350,114
Accrued payroll	139,698	-	139,698
Accrued expenses	2,667	-	2,667
Compensated absences	87,307	-	87,307
Refundable advances	<u>2,257,360</u>	<u>-</u>	<u>2,257,360</u>
Total Current Liabilities	<u>2,837,146</u>	<u>-</u>	<u>2,837,146</u>
Long Term Liabilities			
Recoverable Grants	<u>100,000</u>	<u>-</u>	<u>100,000</u>
Total Long Term Liabilities	<u>100,000</u>	<u>-</u>	<u>100,000</u>
FUND BALANCES / NET POSITION			
Fund balances:			
Assigned	<u>1,348,247</u>	<u>(1,348,247)</u>	<u>-</u>
Total Fund Balance	<u>1,348,247</u>	<u>(1,348,247)</u>	<u>-</u>
Total liabilities and fund balances	<u>\$ 4,285,393</u>		
Net Position:			
Unrestricted		<u>1,348,247</u>	<u>1,348,247</u>
Net Position		<u>\$ 1,348,247</u>	<u>\$ 1,348,247</u>

See accompanying notes to basic financial statements

SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT  
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT  
OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
FOR THE YEAR ENDED JUNE 30, 2021

	General Fund	Adjustments (Note 4)	Statement of Activities
Expenditure/expenses:			
Resource conservation	\$ 6,063,695	\$ -	\$ 6,063,695
Total expenditures/expenses	<u>6,063,695</u>	<u>-</u>	<u>6,063,695</u>
Program revenues:			
Operating grants and contracts	5,643,275	-	5,643,275
Net program expense	<u>420,420</u>	<u>-</u>	<u>420,420</u>
General revenues:			
Property taxes	89,731	-	89,731
Local government contributions	200,000	-	200,000
Other contributions	55,131	-	55,131
Miscellaneous	6,442	-	6,442
Interest	1,561	-	1,561
Total general revenues	<u>352,865</u>	<u>-</u>	<u>352,865</u>
Excess (deficiency) of revenues over (under) expenditures	(67,555)	67,555	-
Changes in net position	-	(67,555)	(67,555)
Fund balance / net position at July 1, 2020	<u>1,415,802</u>	<u>-</u>	<u>1,415,802</u>
Fund balance / net position at June 30, 2021	<u>\$ 1,348,247</u>	<u>\$ -</u>	<u>\$ 1,348,247</u>

See accompanying notes to basic financial statements

**SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the Year Ended June 30, 2021**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. *Organization and Description***

The San Mateo County Resource Conservation District (the District) was formed under California Soil Conservation District Law popular election and approved by the San Mateo County Board of Supervisors on October 10, 1939. The function of the District is to provide a soil and water conservation program within its geographical boundaries.

**B. *Accounts and Records***

Custodianship of the District's accounts and records are vested with the District. Assessment of property and collection of tax receipts for the District is provided by the County of San Mateo. The Board further authorized check signatory to a designated board member and the executive director.

**C. *Accounting Policies***

The District accounts for its financial transactions in accordance with the policies and procedures recommended by the State of California. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants.

(1) Government-wide and Fund Financial Statements:

The government-wide financial statements (the statement of net position and the statement of activities) report on the District as a whole. The statement of activities demonstrates the degree to which the direct expenses of the District's function are offset by program revenues. *Direct expenses* are those that are clearly identifiable with the District's function. *Program revenues* include grant revenue and charges paid by the recipients of goods or services offered by the program. Other items not properly included among program revenues are reported instead as *general revenues*. Separate financial statements are provided for the governmental fund of the District (balance sheet and the statement of revenues, expenditures and changes in fund balances).

(2) Measurement Focus, Basis of Accounting and Financial Statement Presentation:

Government-wide Financial Statements

The statement of net position and the statement of activities are prepared using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

**SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the Year Ended June 30, 2021**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

*C. Accounting Policies (Continued)*

Net Position

The government-wide financial statements utilize a net position presentation. Net position is categorized as invested capital assets (net of related debt), restricted and unrestricted.

Net Investment in Capital Assets – This category groups all capital assets into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce the balance in this category.

Restricted Net Position – This category presents external restrictions imposed by creditors, contributors or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position – This category represents net position of the District not restricted for any project or other purpose.

Fund Balances

The District's fund balances are classified in accordance with Governmental Accounting Standards Board Statement Number 54 (GASB 54), Fund Balance Reporting and Governmental Fund Type Definitions, which requires the District to classify its fund balances based on spending constraints imposed on the use of resources. For programs with multiple funding sources, the District prioritizes and expends funds in the following order: Nonspendables, Restricted, Committed, Assigned, and Unassigned. Each category in the following hierarchy is ranked according to the degree of spending constraint.

Nonspendables represents balances set aside to indicate items do not represent available, spendable resources even though they are a component of assets. Fund balances required to be maintained intact, such as Permanent Funds, and assets not expected to be converted to cash, such as prepaids, notes receivable, and land held for redevelopment are included. However, if proceeds realized from the sale or collection of nonspendable assets are restricted, committed or assigned, then Nonspendable amounts are required to be presented as a component of the applicable category.

Restricted fund balance includes amounts that are subject to externally enforceable legal restrictions imposed by outside parties (i.e., creditors, grantors, contributors) or that are imposed by law through constitutional provisions or enabling legislation.

Committed fund balance includes amounts whose use is constrained by specific limitations that the government imposes upon itself, as determined by a formal action of the highest level of decision-making authority. The Board of Directors serves as the District's highest level of decision-making authority and has the authority to establish, modify or rescind a fund balance commitment via minutes action.

Assigned fund balance includes amounts intended to be used by the District for specific purposes, subject to change, as established either directly by the Board of Directors or by management officials to whom assignment authority has been delegated by the Board of Directors.

**SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the Year Ended June 30, 2021**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**C. Accounting Policies (Continued)**

Unassigned fund balance is the residual classification that includes spendable amounts in the General Fund that are available for any purpose.

When expenditures are incurred for purposes for which both restricted and unrestricted (committed, assigned or unassigned) fund balances are available, the District specifies that restricted revenues will be applied first. When expenditures are incurred for purposes for which committed, assigned or unassigned fund balances are available, the District's policy is to apply committed fund balance first, then assigned fund balance, and finally unassigned fund balance.

Fund Financial Statements

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

The District only has one major fund, the General Fund, which is used to account for all financial resources.

(3) Use of Estimates

The process of preparing financial statements in conformity with accounting principles generally accepted in the United States of America requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues and expenditures/ expenses. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

**SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the Year Ended June 30, 2021**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**D. Budget and Budgetary Accounting**

The District normally adopts an annual budget on or before June 30 for the ensuing fiscal year. The District follows these procedures in establishing the budgetary data reflected in the basic financial statements:

- (1) Legally adopted annual budgets and formal budgetary integration is employed as a management control device during the year for the General Fund only.
- (2) The budgets for the General Fund are adopted on a basis consistent with GAAP.
- (3) Budgeted revenue amounts represent the original budget modified by adjustments authorized during the year. Budgeted expenditure amounts represent original appropriations adjusted for supplemental appropriations during the year, which were contingent upon new or additional revenue sources and re-appropriated amounts for prior year encumbrances.
- (4) Budget appropriations for the various governmental funds become effective each July 1. The Board of Directors may amend the budget during the fiscal year.

**NOTE 2 – CASH AND INVESTMENTS**

Cash and investments consisted of the following at June 30, 2021:

	<u>Carrying Value</u>	<u>Investment Rating</u>
Cash in Tri Counties Bank	\$ 2,014,906	N/A

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk for deposits. However, the California Government code requires that a financial institution secure deposits made by State or local government units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits.

Fair Value Reporting – Investments

The District categorizes the fair value measurements of its investments within the fair value hierarchy established by GAAP. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. These levels are determined by the District's investment manager based on a review of the investment class, structure and what kind of securities are held in the portfolio. The District's holdings are classified in Level 1 of the fair value hierarchy.

**SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the Year Ended June 30, 2021**

**NOTE 3 – RECONCILIATION OF GOVERNMENTAL FUNDS BALANCE SHEET WITH THE STATEMENT OF NET POSITION**

Since the District's funds statements mirror the government-wide statements (i.e., no reconciling items for capital assets, long term debts, etc.), reconciliation statements have not been presented as a part of the basic financial statements.

**NOTE 4 – RECONCILIATION OF GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES WITH THE STATEMENT OF ACTIVITIES**

Since the District's funds statements mirror the government-wide statements (i.e., no reconciling items for capital assets, long term debts, etc.), reconciliation statements have not been presented as a part of the basic financial statements.

**NOTE 5 – GRANT RECEIVABLE**

Grants receivable consisted of the following as of June 30, 2021:

Water Quality	\$	104,556
Water Resources		718,533
Habitat Enhancement		457,948
Conservation Technical Assistance		58,732
Climate Mitigation and Adaption		89,960
Agricultural Ombudsman		7,928
Fire and Forestry		417,350
Erosion and Sediment		63,272
Santa Cruz Mountain Stewardship Network		341,633
Other		10,575
Total grants receivable		\$ 2,270,487

**NOTE 6 – COMPENSATED ABSENCES**

Compensated absences comprise of unused vacation leave, which is accrued as earned. Compensated absences are recognized as a liability of the District. The liability for compensated absences is determined annually. For all governmental funds, amounts expected to be paid out of current financial resources are recorded as fund liabilities; the long-term portion is recorded in the statement of net position. The District does not anticipate paying out any portion of the compensated absences within a year. Therefore, compensated absences are classified as long-term liabilities.

The net change of compensated absences is as follows:

Beginning Balance	\$	67,137
Additions		45,319
Deletions		(25,149)
Ending Balance	\$	87,307



**SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the Year Ended June 30, 2021**

**NOTE 7 – REFUNDABLE ADVANCES**

The District has been awarded operational grants and contracts from multiple funding sources to provide comprehensive, integrated services for all aspects of natural resource management. These grants and contracts are considered to be an exchange transaction. Accordingly, revenue is recognized when earned and expenses are recognized as incurred. At June 30, 2021, the balance in the refundable advances for grants and contracts was \$2,257,360.

**NOTE 8 – PROPERTY TAX LEVY, COLLECTION AND MAXIMUM RATES**

The State of California (the "State") Constitution Article XIII A provides that the combined Maximum property tax rate on any given property may not exceed 1 % of its assessed value unless voters have approved an additional amount. Assessed value is calculated at 100% of market value as defined by Article XIII A and may be increased by no more than 2% per year unless the property is sold or transferred. The State Legislature has determined the method of distribution of receipts from a 1 % tax levy among counties, cities, school districts and other districts. Counties, cities, school districts and other districts may levy such additional tax as is necessary to provide for voter approved debt service.

The County of San Mateo assesses properties, and bills and collects property taxes as follows:

	<u>Secured</u>	<u>Unsecured</u>
Valuation dates	March 1	March 1
Lien/levy dates	July 1	July 1
Due Dates	50% on November 1 50% on February 1	Upon receipt of billing
Delinquent as of	December 10 (for November) April 10 (for February)	August 31

The term "unsecured" refers to taxes on property not secured by liens on real property. Property taxes levied are recorded as revenue when received, in the fiscal year of levy, due to the adoption of the "alternative method" of property tax distribution, known as the Teeter Plan, by the District and the County of San Mateo. The Teeter Plan authorizes the auditor/ controller of the County of San Mateo to allocate 100% of the secured property taxes billed, but not yet paid. The County of San Mateo remits tax monies to the District in installations as follows:

- 5% remitted in July
- 75% remitted in September; includes advance
- 15% remitted in May
- 5% remitted in June

**SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the Year Ended June 30, 2021**

**NOTE 9 – RISK MANAGEMENT**

The District manages risk of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters by participating in the public entity risk pools described below and by retaining certain risks.

Public entity risk pools are formally organized and separate entities established under the Joint Exercise of Powers Act of the State of California. As separate legal entities, those entities exercise full powers and authorities within the scope of the related joint powers agreements including the preparation of annual budgets, accountability for all funds, the power to make and execute contracts and the right to sue and be sued. Each risk pool is governed by a board consisting of representatives from member government entities. Each board controls the operations of the respective risk pool, including selection of management and approval of operating budgets, independent of any influence by member municipalities beyond their representation on that board. Obligations and liabilities of these risk pools are not the District's responsibility.

The District maintained insurance coverage for liability up to \$2,500,000, property up to \$1,000,000,000 per occurrence, automobile physical damage up to \$2,500,000 per occurrence, Public Officials and Employees Errors and Omissions up to \$2,500,000 per occurrence and Workers' Compensation up to \$5,000,000 per occurrence through the Special District Risk Management Authority (a public entity risk pool) and underwritten by various insurance companies.

Financial statements for the risk pool may be obtained from SDRMA, 1112 I Street, Suite 300, Sacramento, CA 95814.

**NOTE 10 – LEASE**

The District entered into a non-cancellable operating lease for administrative and program facilities at 80 Stone Pine Rd, Suite 100, Half Moon Bay, California, expiring June 30, 2028. Minimum future payments under this non-cancellable operating lease as of June 30, are as follows:

<u>Lease</u>	<u>Total</u>	<u>Annual Change</u>
2022	\$ 75,094	
2023	81,034	7.91%
2024	88,602	9.34%
2025	93,336	5.34%
2026 - 2028	280,874	
Total	<u>\$ 618,940</u>	

Rental expense for the year ending June 30, 2021 totaled \$65,494.

SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUE AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL  
FOR THE YEAR ENDED JUNE 30, 2021

	Budgeted Amounts		Actual	Variance
	Original	Final		with Final Budget
Revenues:				
Operating grants and contracts	\$ 8,780,673	\$ 8,780,673	\$ 5,643,275	\$ (3,137,398)
Property taxes	65,000	65,000	89,731	24,731
Government contributions	200,000	200,000	200,000	-
Individual contributions	10,000	10,000	-	-
Other contributions	-	-	55,131	55,131
Miscellaneous	-	-	6,442	6,442
Interest	-	-	1,561	1,561
<b>Total Revenues</b>	<b>9,055,673</b>	<b>9,055,673</b>	<b>5,996,140</b>	<b>(3,059,533)</b>
Expenditures:				
Resource conservation	9,071,579	9,071,579	6,063,695	3,007,884
<b>Total expenditures</b>	<b>9,071,579</b>	<b>9,071,579</b>	<b>6,063,695</b>	<b>3,007,884</b>
Excess of revenues over (under) expenditures	<u>\$ (15,906)</u>	<u>\$ (15,906)</u>	(67,555)	<u>\$ (51,649)</u>
Fund balance, beginning of period			1,415,802	
Fund balance, ending of period			<u>\$ 1,348,247</u>	



# TOWN OF PORTOLA VALLEY

## STAFF REPORT

**TO:** Mayor and Members of the Town Council

**FROM:** Jeremy Dennis, Town Manager  
Cindy Rodas, Finance Director

**DATE:** June 22, 2022

**RE:** FY 2022-23 Appropriations Limit

**RECOMMENDATION**

Staff recommends that the Town Council adopt the attached Resolution, determining and establishing the Town’s FY 2022-23 Appropriations Limit.

**BACKGROUND**

California Law requires each public agency to calculate and adopt its Appropriations Limit for each fiscal year. This requirement stems from the 1978 passage by the voter of Proposition 4, with subsequent modification in 1990 by the passage of Proposition 111. The Appropriation Limit creates a restriction on the amount of revenue that can be appropriated in any fiscal year. The Limit is based upon actual appropriations during 1977-1978, adjusted each year for inflation and population growth. Not all revenues are restricted by the Limit, only those that are referred to as “proceeds of taxes.” Additionally, certain types of appropriations do not count against the Limit including the cost of voter-approved debt, court and Federal mandates, and qualified capital outlay.

In order to determine whether an agency is within its Limit for any given fiscal year, the agency must determine its anticipated revenues that qualify as proceeds of taxes. The allowed cost exclusions are then deducted from the total proceeds of taxes. The resulting number is the appropriations subject to the Limit for the fiscal year. This is compared with the actual adopted Limit in order to determine an agency’s position over or under the Limit.

An agency may not appropriate any proceeds of taxes received in excess of its Limit. An excess may be carried forward for one year. If an excess still exists at the end of the second year, it must be returned to the taxpayers through tax reductions or rebates. Alternatively,

a majority of the local voters may approve an “override” to increase the Limit for a four-year period. Very few agencies have reached or exceeded their Appropriations Limit. Those agencies that do have usually experienced a significant increase in tax base through new and extensive development, which would outstrip increases in inflation or population.

**DISCUSSION**

The Town’s Appropriation Limit for 2022-23 is \$4,212,097. The amount subject to limitations is \$4,211,832 which is \$265 below the limit. Contributing factors include that Portola Valley is a high property tax community, and that the assessed valuation is consistently greater than the factor which increase the Gann Limit (Consumer Price index and population growth).

**FISCAL IMPACT**

None. The Gann Limit analysis is a technical and legal requirement.

**ATTACHMENT**

1. Resolution Determining and Establishing the Appropriations Limit for FY 2022-23 with Exhibit A of Worksheets Calculating Limit

RESOLUTION No. \_\_\_\_\_-2022

**A RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF PORTOLA VALLEY  
DETERMINING AND ESTABLISHING THE  
APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-23**

**WHEREAS**, the calculation of the Appropriations Limit for the Fiscal Year 2022-23 has been completed; and

**WHEREAS**, the manner of calculating said Limit is set forth in Exhibit A attached hereto;

**WHEREAS**, the City Council has reviewed and considered the Appropriations Limit calculation.

**NOW, THEREFORE**, be it resolved that the Town Council of the Town of Portola Valley Appropriations Limit for Fiscal Year 2022-23 is determined to be \$4,212,097.

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of June, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Melissa Thurman, MMC  
Town Clerk

EXHIBIT A

	<u>Subject to Limit</u>	<u>Not Subject to Limit</u>
<b><u>Proceeds of Taxes</u></b>		
Property Taxes	\$ 3,684,075	
Sales & Use Tax	265,000	
Business License Tax	125,000	
Real Property Transfer Tax	150,000	
Utility Users' Tax - General	807,761	
HOPTR	9,100	
<b><u>Proceeds of Taxes for Capital Outlay</u></b>		
Utility Users Tax - Open Space		\$ 355,047
Measure A Sales Tax		327,241
Public Safety COPS Grant		145,000
Public Safety Sales Tax 172		15,000
<b><u>User Fees</u></b>		
Building Permits/Plan Checks/Inspections		\$ 1,001,664
Zoning and Planning Permits		-
Construction & Demolition Fees		26,000
Horsekeeping Permits		1,000
State Pass Through Fees		11,200
Planning Fees for Staff Review		231,000
Consulting Fees - charges to applicant		475,000
Parking Lot & Field Rentals & Lease Income		20,758
Town Center Revenue		133,536
SDP/EP/CUP/Building Review		66,779
Franchise Fees		380,328
<b><u>Other Revenues</u></b>		
Measure M		167,717
ARPA		546,381
State Gas Tax		138,086
Road Maintenance Rehabilitation Account (RMRA)		103,944
Measure W		145,440
Various Filing Fees		53,000
Inspection Fees		-
Town Library Maintenance Reimb		11,176
Miscellaneous		16,495
Fines & Forfeitures		20,500
Miscellaneous Contributions		-
Motor Vehicle		5,256
Misc Grants		432,453
Subtotal (for Worksheet #3)	\$ 5,040,936	\$ 4,830,001
Interest Earning (from Worksheet #4)	<u>83,643</u>	<u>\$ 116,357</u>
Total Revenue (for Worksheet #4)	\$ 5,124,579	\$ 4,946,358

	<u>Amount</u>	<u>Source</u>
A. Non-interest subject tax proceeds:	\$ 5,040,936	Worksheet #2
B. Minus exclusions:	912,747	Worksheet #7
C. Net invested taxes:	4,128,189	(A - B)
D. Total non-interest revenue:	9,870,937	Worksheet #2
E. Tax proceeds as percent of budget:	41.82%	(C / D)
F. Interest earnings:	200,000	Budget
G. Amount of interest earned from taxes:	83,643	(E * F)
H. Amount of interest earned from non-taxes:	116,357	(F - G)

---

I. Take the result of steps G and H, copy to Worksheet #2



Year	Previous Year Limit	Adjustment Factor	Current Year Limit
1979-80	441,943.00	1.1199	494,931.97
1980-81	494,931.97	1.1053	547,048.30
1981-82	547,048.30	1.0567	578,065.94
1982-83	578,065.94	1.0736	620,611.59
1983-84	620,611.59	1.0261	636,809.56
1984-85	636,809.56	1.067	679,475.80
1985-86	679,475.80	1.0445	709,712.47
1986-87	709,712.47	1.0504	745,481.98
1987-88	745,481.98	1.0557	787,005.32
1988-89	787,005.32	1.0542	829,661.01
1989-90	829,661.01	1.0704	888,069.15
1990-91	888,069.15	1.0552	937,090.56
1991-92	937,090.56	1.0571	990,598.44
1992-93	990,598.44	1.0183	1,008,726.39
1993-94	1,008,726.39	1.0448	1,053,917.33
1994-95	1,053,917.33	1.0259	1,081,213.79
1995-96	1,081,213.79	1.0672	1,153,871.36
1996-97	1,153,871.36	1.0561	1,218,603.54
1997-98 <sup>1</sup>	1,218,603.54	1.058	1,641,871.54
1998-99	1,641,871.54	1.0565	1,734,637.29
1999-00	1,734,637.29	1.0544	1,829,001.56
2000-01	1,829,001.56	1.0573	1,933,803.35
2001-02	1,933,803.35	1.0977	2,122,735.94
2002-03	2,122,735.94	1.0164	2,157,548.87
2003-04	2,157,548.87	1.0139	2,187,538.79
2004-05	2,187,538.79	1.0423	2,280,073.87
2005-06	2,280,073.87	1.0591	2,414,885.52
2006-07	2,414,885.52	1.0472	2,528,841.75
2007-08	2,528,841.75	1.0561	2,670,719.58
2008-09	2,670,719.58	1.056	2,820,666.68
2009-10	2,820,666.68	1.0183	2,872,496.82
2010-11 <sup>2</sup>	2,872,496.81	0.9861	3,287,799.44
2011-12	3,287,799.44	1.0343	3,366,837.32
2012-13	3,366,837.32	1.0479	3,499,954.04
2013-14 <sup>3</sup>	3,499,954.04	1.0627	2,862,302.79
2014-15	2,862,302.79	1.0094	2,889,208.44
2015-16	2,889,208.44	1.0486	3,029,623.97
2016-17	3,029,623.97	1.0644	3,224,731.75
2017-18	3,224,731.75	1.0378	3,362,449.00
2018-19	3,362,449.00	1.0419	3,503,335.61
2019-20	3,503,335.61	1.0414	3,648,401.03
2020-21	3,648,401.03	1.0396	3,792,812.26
2021-22	3,792,812.26	1.0485	3,976,856.24
2022-23	3,976,856.24	1.0592	4,212,096.83

<sup>1</sup> Appropriation limit for 1997-98 includes an added on Utility Users' Tax of \$352,398 to temporarily increase the Appropriation Limit with voter approval.

<sup>2</sup> Appropriation limit for 2010-11 includes impact of deducting 1997-98 Utility Users' Tax budgeted revenues and adding the 2010-11 Utility Users' Taxes budgeted revenues. Subsequent years will deduct prior year and add current year budgeted utility users' tax revenues.

<sup>3</sup> Corrections to proceeds of taxes that are subject to limit disallowed need for UUT adjustment in the 2013-14 calculation of appropriations limit. See Worksheet #6 for fiscal year 2013-14 calculation.

	<u>Amount</u>
Qualified Capital: 2022-23 Street Resurfacing Project	\$ 60,000
Qualified Capital: 2022-23 Street Resurfacing Project - Investigation &	70,000
Qualified Capital: Resurface Project Inspection and Testing	61,074
Qualified Capital: OBAG2 Resurfacing Project	65,000
Qualified Capital: Speed Survey for Radar Enforcement	25,000
Qualified Capital: Trails Rehabilitation	20,000
Qualified Capital: Portola Road Parking & Safety Improvements	20,000
Qualified Capital: Storm Drain Repairs	15,000
Qualified Capital: Pavement Management System	16,000
Qualified Capital: Renovate Walkway at Playground TC	20,000
Qualified Capital: TC DG Backstop and DG Path near Tennis Ct	30,000
Qualified Capital: Springdown/Vernal Pond vegetation management	52,600
Qualified Capital: Ford Field Open Space Support	5,500
Qualified Capital: Frog Pond Open Space	45,000
Qualified Capital: Town Center Maintenance	3,500
Qualified Capital: Biologist Services Conservation Request	6,000
Federally Mandated Appropriations*	\$ 167,527
Obama Care Employer Mandate	230,546
	<hr/>
	\$ 912,747
	<hr/> <hr/>

\*Appropriations to Mandatory Spending Programs are funded either by permanent

A.	FISCAL YEAR 2021-2022 LIMIT		\$3,976,856.24
B.	ADJUSTMENT FACTORS		
	1. Population	98.4800 %	
	2. Per Capita Income	<u>107.5500 %</u>	
	Total Adjustment Factor (1 x 2)	105.9152 %	
C.	ANNUAL ADJUSTMENT	\$ 235,240.59	
D.	OTHER ADJUSTMENTS		
	1. Lost Responsibility	-	
	2. Transfer to Private	-	
	3. Transfer to Fees	-	
	4. Assumed Responsibility	-	
	5. CY Utility Users' Tax	-	
E.	TOTAL ADJUSTMENTS	\$ 235,240.59	
F.	FISCAL YEAR 2022-23 LIMIT (A + E)		<u><u>\$4,212,096.83</u></u>

\* Corrections to proceeds of taxes that are subject to limit disallow need for UUT adjustment in the 2013-14 and future years' calculations of appropriations limit.

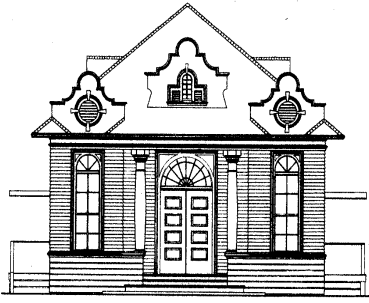
		<u>Amount</u>	Source
A.	Subject proceeds of taxes	\$ 5,124,579	Worksheet #2
B.	Exclusions	912,747	Worksheet #7
C.	Appropriations subject to limitation	4,211,832	(A - B)
D.	Current year limit (2022-23)	4,212,097	Worksheet #6
E.	Over/(under) limit	(265)	(C - D)

## **TOWN COUNCIL WEEKLY DIGEST**

**Thursday – June 9, 2022**

---

1. Cancellation Notice – Architectural and Site Control Commission – Monday June 13, 2022 at 4:00 p.m.
2. Agenda – Race and Equity Committee – Tuesday June 14, 2022 at 7:00 p.m.
3. Agenda – Trails and Paths Committee - Wednesday, June 15, 2022 at 9:00 a.m.
4. Agenda – Planning Commission – Wednesday, June 15, 2022 at 7:00 p.m.
5. Agenda – Sustainability Committee – Thursday, June 16, 2022 at 7:00 p.m.
6. Agenda – Parks and Recreation Commission – Thursday, June 16, 2022 at 7:30 p.m.
7. Memorandum from Town Attorney Silver



**TOWN OF PORTOLA VALLEY**

**4:00 PM – Special Meeting of the Architectural and Site Control  
Commission (ASCC)  
Monday, June 13, 2022  
Historic Schoolhouse  
765 Portola Road, Portola Valley, CA 94028**

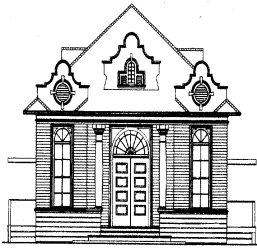
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**NOTICE OF MEETING CANCELLATION**

**ARCHITECTURAL AND SITE CONTROL COMMISSION  
MEETING REGULARLY SCHEDULED FOR  
Monday, June 13, 2022**

Notice is hereby given that the Portola Valley Architectural and Site Control Commission meeting regularly scheduled for June 13, 2022 has been cancelled.

The next meeting of the Portola Valley Architectural and Site Control Commission is scheduled for Monday, June 27, 2022 at 4:00 PM.



**TOWN OF PORTOLA VALLEY**  
**Race and Equity Committee Meeting**  
**Tuesday, June 14, 2022**  
**6:30 p.m.**

**Kim Marinucci**, Chair  
**Johnathan Clark**, Vice Chair  
**Lucy Neely**, Secretary  
**Patt Baenen**, Member  
**Adnan Iftekhhar**, Member  
**Cole Kawaja**, Member  
**Judith Murphy**, Member  
**Andrew Pierce**, Member

**VIRTUAL MEETING**

**REMOTE MEETING COVID-19 MEETING ADVISORY:** On September 16, 2021, the Governor signed AB 361, amending the Ralph M. Brown Act (Brown Act) to allow legislative bodies to continue to meet virtually during the present public health emergency. AB 361 is an urgency bill which goes into effect on October 1, 2021. The bill extends the teleconference procedures authorized in Executive Order N-29-20, which expired on September 30, 2021, during the current COVID-19 pandemic and allows future teleconference procedures under limited circumstances defined in the bill. Portola Valley Town Council and commission and committee public meetings are being conducted electronically to prevent imminent risks to the health or safety of attendees. COVID-19 is still a major health concern and virtual attendance to the Town Council meeting is encouraged, particularly during case increases.

**ASSISTANCE FOR PEOPLE WITH DISABILITIES**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at (650) 851-1700 or by email at [mthurman@portolavalley.net](mailto:mthurman@portolavalley.net) 48 hours prior to the meeting start time. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

**VIRTUAL PARTICIPATION VIA ZOOM**

**To access the meeting by computer:**

<https://us06web.zoom.us/j/89041671664?pwd=aER3dnduc1pFNjhK01vajRmeFBmdz09>

**Webinar ID:** 890 4167 1664

**Passcode:** 470776

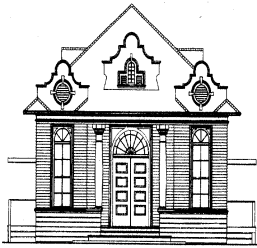
**To access the meeting by phone:**

1-669-900-6833 or

1-888-788-0099 (toll-free)

*Mute/Unmute – Press \*6 / Raise Hand – Press \*9*

- 1. CALL TO ORDER & ROLL CALL & LAND ACKNOWLEDGMENT**
- 2. ORAL COMMUNICATIONS FOR ITEMS NOT ON THE AGENDA**  
*Speakers' time is limited to two minutes.*
- 3. APPROVAL OF MINUTES:**
  - a. May 10, 2022
- 4. NEW BUSINESS:**
  - a. Potential new member introduction: Kirsten Kingdon
  - b. Inclusionary Housing Funds
  - c. Endorsement requested for Fixin' San Mateo; <https://fixinsmc.org/>
  - d. Town seal feedback with committee
  - e. New member applicant process
  - f. Check in on how we're doing
- 5. OLD BUSINESS:**
  - a. Subcommittee updates (Housing element, Housing subcommittee, Town seal, Town policies, etc.)
  - b. Year-long calendar proposal (Baenen)
  - c. Check-in supporting monthly demonstration
- 6. ADJOURNMENT -** The next regularly scheduled meeting date is July 12, 2022



**TOWN OF PORTOLA VALLEY**  
**Trails and Paths Committee Meeting**  
**June 15, 2022**  
**9:00 a.m.**

**Gary Hanning**, Chair  
**Fred Leach**, Vice Chair  
**Elle Ferrari**, Secretary  
**Liz Babb**, Member  
**Joe Coleman**, Member  
**Jacquelyn Davis**, Member  
**Alex Doherty**, Member  
**Barb Eckstein**, Member  
**Susan Gold**, Member

**VIRTUAL MEETING**

**REMOTE MEETING COVID-19 MEETING ADVISORY:** On September 16, 2021, the Governor signed AB 361, amending the Ralph M. Brown Act (Brown Act) to allow legislative bodies to continue to meet virtually during the present public health emergency. AB 361 is an urgency bill which goes into effect on October 1, 2021. The bill extends the teleconference procedures authorized in Executive Order N-29-20, which expired on September 30, 2021, during the current COVID-19 pandemic and allows future teleconference procedures under limited circumstances defined in the bill. Portola Valley Town Council and commission and committee public meetings are being conducted electronically to prevent imminent risks to the health or safety of attendees. COVID-19 is still a major health concern and virtual attendance to the Town Council meeting is encouraged, particularly during case increases.

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**VIRTUAL PARTICIPATION VIA ZOOM**

**To access the meeting by computer:**

<https://us06web.zoom.us/j/82740906143?pwd=TTZrTFRYcmlvY05DUkRYWSstMeGRIZz09>

**Webinar ID:** 827 4090 6143

**Passcode:** 010972

**To access the meeting by phone:**

1-669-900-6833 or

1-888-788-0099 (toll-free)

*Mute/Unmute – Press \*6 / Raise Hand – Press \*9*

- 1. CALL TO ORDER & ROLL CALL**
- 2. ORAL COMMUNICATIONS FOR ITEMS NOT ON THE AGENDA**  
*Speakers' time is limited to two minutes.*
- 3. OLD BUSINESS:**
  - a. Approval of Minutes for the Meetings of April 20 and May 18, 2022
  - b. Trail Conditions, Work and Budget for May 2022
  - c. Discussion Regarding Hawthorns Open Space
  - d. Update from the Trail Map Subcommittee
  - e. Update on Safe Routes to School
- 4. NEW BUSINESS:**
  - a. Review of Draft Housing Element
  - b. Appointing of Student Liaison to Safe Routes to School Subcommittee
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**  
The next regularly scheduled meeting date is July 20, 2022 at 9:00 a.m.





# TOWN OF PORTOLA VALLEY

7:00 PM – Special Meeting of the Planning Commission  
Wednesday, June 15, 2022

**THIS SPECIAL MEETING IS BEING HELD  
VIA TELECONFERENCE ONLY**

## SPECIAL MEETING AGENDA

**Remote Meeting Covid-19 Advisory:** On September 16, the Governor signed AB 361, amending the Ralph M. Brown Act (Brown Act) to allow legislative bodies to continue to meet virtually during the present public health emergency. AB 361 is an urgency bill which goes into effect on October 1, 2021. The bill extends the teleconference procedures authorized in Executive Order N-29-20, which expired on September 30, 2021, during the current COVID-19 pandemic and allows future teleconference procedures under limited circumstances defined in the bill. Portola Valley Town Council and commission and committee public meetings are being conducted electronically to prevent imminent risks to the health or safety of attendees. The meeting is not available for in-person attendance. Members of the public may attend the meeting by video or phone linked in this agenda.

**Below are instructions on how to join and participate in a Zoom meeting.**

### **Join Zoom Meeting Online:**

**Please select this link to join the meeting:**

<https://us06web.zoom.us/j/87311084552?pwd=a0xKcUlqOWlJdTjY3V2JlbkZUN1NmQT09>

**Or:** Go to Zoom.com – Click Join a Meeting – Enter the Meeting ID

**Meeting ID:** 873 1108 4552    **Passcode:** 407307

### **Or Telephone:**

1.669.900.6833

1.888.788.0099 (toll-free) Enter same Meeting ID

\*6 - Toggle mute/unmute.

\*9 - Raise hand.

Meeting participants are encouraged to submit public comments in writing in advance of the meeting. Please visit [www.portolavalley.net/housingelement](http://www.portolavalley.net/housingelement) for detailed instructions on how to submit comments on the Housing Element or email them to [housing@portolavalley.net](mailto:housing@portolavalley.net) All comments received are included in the public record.

We encourage anyone who has the ability to join the meeting online to do so. You will have access to any presentations that will be shown on your screen and can easily provide comments using the “raise your hand” feature when the Chair calls for them.

## **7:00 PM - CALL TO ORDER AND ROLL CALL**

Commissioners Hasko, Targ, Taylor, Vice-Chair Goulden, Chair Kopf-Sill

## **ORAL COMMUNICATIONS**

Persons wishing to address the Planning Commission on any subject not on the agenda may do so now. Please note, however, that the Planning Commission is not able to undertake extended discussion or action tonight on items not on the agenda. Comments will be limited to three minutes.

## **NEW BUSINESS**

1. Public Review Draft Housing Element (L. Russell)

## **COMMISSION, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS**

2. Commission Reports
3. Staff Reports

## **APPROVAL OF MINUTES**

4. Planning Commission Meeting of June 1, 2022

## **ADJOURNMENT**

### **ASSISTANCE FOR PEOPLE WITH DISABILITIES**

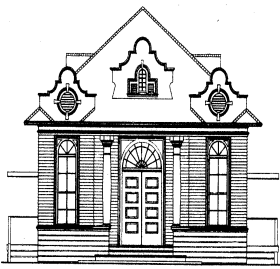
In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (650) 851-1700. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

### **AVAILABILITY OF INFORMATION**

Any writing or documents provided to a majority of the Town Council or Commissions regarding any item on this agenda will be made available for public inspection at Town Hall located 765 Portola Road, Portola Valley, CA during normal business hours. Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Portola Valley Library located adjacent to Town Hall.

### **PUBLIC HEARINGS**

Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge any proposed action(s) in court, you may be limited to raising only issues you or someone else raised at the Public Hearing(s) described in this agenda, or in written correspondence delivered to the Planning Commission at, or prior to, the Public Hearing(s).



**TOWN OF PORTOLA VALLEY**  
**Sustainability Committee Meeting**  
**Thursday June 16, 2022**  
**7:00 p.m.**

**Scott Elrod**, Chair  
**Stefan Unnasch**, Vice Chair  
**Rebecca Flynn**, Secretary  
**Zeenia Framrose**, Member  
**Walter Hays**, Member  
**Jason Saleh**, Member  
**Loverine Taylor**, Member

**VIDEOCONFERENCE MEETING AGENDA**

**Remote Meeting Covid-19 Advisory:** On September 16, the Governor signed AB 361, amending the Ralph M. Brown Act (Brown Act) to allow legislative bodies to continue to meet virtually during the present public health emergency. AB 361 is an urgency bill which goes into effect on October 1, 2021. The bill extends the teleconference procedures authorized in Executive Order N-29-20, which expired on September 30, 2021, during the current COVID-19 pandemic and allows future teleconference procedures under limited circumstances defined in the bill. Portola Valley Town Council and commission and committee public meetings are being conducted electronically to prevent imminent risks to the health or safety of attendees. The meeting is not available for in-person attendance. Members of the public may attend the meeting by video or phone linked in this agenda.

**VIRTUAL PARTICIPATION VIA ZOOM**

**To access the meeting by computer:**

<https://us06web.zoom.us/j/84902343819?pwd=MXVQenE0cmJDWGZMTWZwRDR5S2haQT09>

**Webinar ID:** 849 0234 3819

**Passcode:** 310736

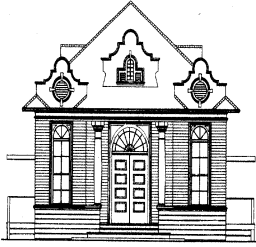
**To access the meeting by phone:**

1-669-900-6833 or

1-888-788-0099 (toll-free)

*Mute/Unmute – Press \*6 / Raise Hand – Press \*9*

1. **CALL TO ORDER**
2. **ORAL COMMUNICATIONS FOR ITEMS NOT ON THE AGENDA**  
*Speakers' time is limited to two minutes.*
3. **INTRODUCTIONS**
4. **PRESENTATIONS/ANNOUNCEMENTS:**
  - a. Presentation by Viviana Balleza and Ereida Atayde, Green Waste Recovery – “What Goes Where?”
5. **APPROVAL OF MINUTES:**
  - a. May 19, 2022
6. **NEW BUSINESS:**
  - a. Review of published Housing Element  
<https://www.portolavalley.net/departments/planning-building-department/housing-element-update-for-2023-2031/public-review-draft-housing-element>
7. **OLD BUSINESS:**
  - a. Compost Day Planning, Nature and Science Committee, Bonnie Crater and Brook Coffee
  - b. Updates from Maryann
  - c. Updates from Brandi
  - d. Outreach to Potential New Members
8. **NEXT MEETING AND PROPOSED AGENDA TOPICS:**
  - a. CalWater on the AMI Pilot Project and Conservation Programs.
  - b. WELO (Water Efficient Landscape Ordinance)
9. **ADJOURNMENT** – The next regularly scheduled meeting is July 21, 2022 at 7:00 p.m.



**TOWN OF PORTOLA VALLEY**  
**Parks & Recreation**  
**Committee Meeting**  
**Thursday, June 16, 2022**  
**7:30 p.m.**

**Patty Dewes, Chair**  
**David Bailey, Member**  
**Lindsay Bowen, Member**  
**Carrie Fregosi, Member**  
**Jon Myers, Member**

**VIRTUAL MEETING**

**REMOTE MEETING COVID-19 MEETING ADVISORY:** On September 16, 2021, the Governor signed AB 361, amending the Ralph M. Brown Act (Brown Act) to allow legislative bodies to continue to meet virtually during the present public health emergency. AB 361 is an urgency bill which goes into effect on October 1, 2021. The bill extends the teleconference procedures authorized in Executive Order N-29-20, which expired on September 30, 2021, during the current COVID-19 pandemic and allows future teleconference procedures under limited circumstances defined in the bill. Portola Valley Town Council and commission and committee public meetings are being conducted electronically to prevent imminent risks to the health or safety of attendees. COVID-19 is still a major health concern and virtual attendance to the Town Council meeting is encouraged, particularly during case increases.

**ASSISTANCE FOR PEOPLE WITH DISABILITIES**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at (650) 851-1700 or by email at [mthurman@portolavalley.net](mailto:mthurman@portolavalley.net) 48 hours prior to the meeting start time. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

**VIRTUAL PARTICIPATION VIA ZOOM**

**To access the meeting by computer:**

<https://us06web.zoom.us/j/81999760385?pwd=WTF0djJkZGJlTHdXYTZncHlqMHdRQT09>

**Webinar ID: 819 9976 0385**

**Passcode: 806831**

**To access the meeting by phone:**

1-669-900-6833 or

1-888-788-0099 (toll-free)

*Mute/Unmute – Press \*6 / Raise Hand – Press \*9*

- 1. CALL TO ORDER & ROLL CALL**
- 2. ORAL COMMUNICATIONS FOR ITEMS NOT ON THE AGENDA**  
*Speakers' time is limited to two minutes.*
- 3. APPROVAL OF MINUTES:**
  - a. April 21, 2022
- 4. NEW BUSINESS:** None
- 5. OLD BUSINESS:**
  - a. Dedicated Pickleball Courts
  - b. Dog Park
  - c. Skateboard Ramp
  - d. Zots2Tots/Town Picnic
  - e. User Fees
  - f. Rossotti's Field Parking
  - g. Committee Charter
  - h. Committee Membership
  - i. Housing Element Committee Update
  - j. CA State Parks and Rec Grant Update
- 6. ADJOURNMENT -** The next regularly scheduled meeting date Thursday, July 21, 7:30 p.m.



# MEMORANDUM

## TOWN OF PORTOLA VALLEY

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**TO:** Mayor and Town Council Members  
Planning Commissioners

**FROM:** Cara Silver, Town Attorney

**DATE:** June 10, 2022

**RE:** Summary of recent density bonus case titled *Bankers Hill 150 v. City of San Diego*

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### **Introduction**

The California Court of Appeal recently issued an important decision in *Bankers Hill 150 v. City of San Diego*, 74 Cal.App.5th 755 (2022), which confirms that the State Density Bonus Law, Government Code section 65915, prevails over local development standards. The State Density Bonus law is one of several key state laws which limit the Town's land use authority over new housing developments. Stanford University is seeking to use the density bonus law to develop its pending housing project.

### **Summary of Density Bonus Law**

To address the shortage of affordable housing in the state, the Density Bonus Law mandates that a developer is entitled to the following benefits if it agrees to include a specific percentage of affordable housing units in a project:

- a density bonus to allow for additional units of up to 50%<sup>1</sup> above the maximum allowed under the base zoning;
- "incentives or concessions" to reduce or eliminate the applicable development standards, including height limitations and setbacks, and other zoning code or architectural design requirements;
- "waivers or reductions" of any development standards that physically preclude the construction of the project as designed; and
- significantly reduced parking ratios.

Density bonus law includes very limited exceptions to its requirements and places the burden on a town to establish an exception applies. The town may refuse a concession or incentive it can

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<sup>1</sup> If a project is deed restricted to provide 100% affordable housing, it can receive up to an 80% density bonus.

establish it would not result in identifiable and actual cost reduces to provide for affordable housing costs. The only other exceptions to the requirement to grant incentives and concessions or waivers require the town to provide, based on substantial evidence, that doing so (1) would have a “specific, adverse impact ... upon public health and safety,” (2) would have an adverse impact on any historic resource, or (3) would be contrary to state or federal law.<sup>2</sup>

## **Facts**

In 2017, Greystar applied for a permit to develop a 20-story mixed-use building with a total of 204 dwelling units in the Bankers Hill neighborhood near downtown San Diego (“Project”). Greystar’s application included proposed deed restrictions for 18 affordable units, which the developer stated would qualify the Project for:

- 1) *Density Bonus*: Allowing Greystar to exceed the maximum zoned capacity of 147 units by an additional 57 units; and
- 2) *Development Incentives/Waivers*: Allowing Greystar to avoid the height limit and the standard 15-foot setback on Olive Street, among other requests.

Greystar’s application required the discretionary approval of the City’s Planning Commission, with a right of appeal to the City Council. To approve, the Planning Commission was required to find that the proposed development would not “adversely impact the applicable land use plan,” which could be found in three documents: (1) the City’s General Plan, (2) the Uptown Community Plan, and (3) the Land Development Code.<sup>3</sup>

At the Planning Commission stage, counsel for the Bankers Hill 150 and Bankers Hill/Park West Community Association (“Association”) submitted a letter opposing the project. The letter stated that the Project “proposes to develop at greater intensity than currently allowed for height, setback, loading spaces, private storage area, driveway width, and exterior refuse and recyclable material area. Each of these will create inconsistencies with the existing neighborhood.” While Counsel acknowledged Greystar’s reliance on the Density Bonus Law in requesting its density bonus and deviation from development standards, counsel argued that a statutory exception applied because the Project would significantly impact the environment, health, and safety.<sup>4</sup>

The Planning Commission approved the Project, and the ruling was appealed to the San Diego City Council, which affirmed. The Association then petitioned the Superior Court of San Diego County for a writ of mandate challenging the City’s approval of the development project. The Superior Court denied the writ, and the Association appealed to the California Court of Appeal.

## **Discussion**

On appeal, the Association argued that “the Project was not consistent with the City’s General Plan and the Uptown Community Plan and that the City’s findings to the contrary were inadequate and not supported by substantial evidence.”<sup>5</sup> As noted by the court, the Association

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<sup>2</sup> Government Code Section 65915 (d)(1)(B)-(C), e(1).

<sup>3</sup> Bankers Hill 150 v. City of San Diego, 74 Cal.App.5th 755, 763–64.

<sup>4</sup> *Id.* at 765–66.

<sup>5</sup> *Id.* at 768.

sidestepped the implications of the Density Bonus Law and the City's related Affordable Housing Regulations.<sup>6</sup> This proved to be the Association's "fatal flaw."<sup>7</sup>

First enacted in 1979, the state Density Bonus Law incentivizes developers to include a specified percentage of affordable units in their projects in exchange for: (1) a density bonus; (2) incentives and concessions; (3) waivers or reductions of development standards; and (4) prescribed "parking ratios." The first three provisions are most important to this case.

- 1) *Density Bonus*: This provision allows for additional units above the maximum allowed by zoning to be added to a project based on the amount of affordable housing included in the project.
- 2) *Incentives and Concessions*: This provision allows developers to avoid certain development standards, thus reducing the cost of a given project. Development standards include setbacks, height limitations, and other requirements imposed by "any ordinance, general plan element, specific plan, charter, or other local condition, law, policy, resolution, or regulation."<sup>8</sup>
- 3) *Waiver or Reduction*: This provision requires a city to "offer a waiver or reduction of development standards that would have the effect of physically precluding the construction of a development at the density, or with the required incentives, permitted by the Density Bonus Law."<sup>9</sup>
- 4) *Exceptions*: The City has the burden to establish one of the limited exceptions to the Density Bonus Law. These include a showing based on substantial evidence that a concession or incentive: (1) would not result in identifiable and actual cost reductions to provide for affordable housing costs; (2) would adversely impact the environment, health, or safety; (3) would adversely impact an historic resource; or (4) would be contrary to state or federal law.<sup>10</sup>

In its analysis, the court focused on the City's discretion under the Density Bonus Law. The court found that "once Greystar established its eligibility for the density bonus and requested the setback reduction as an incentive, it was entitled to a waiver of any development standards that would preclude construction of the Project *unless the City made certain findings*" that a statutory exception applied.<sup>11</sup>

Here, Greystar properly established its eligibility for the density bonus and requested the setback incentive, arguing that the standard setback would make the project financially infeasible.<sup>12</sup> It then requested a waiver of building size, height, and related requirements that would preclude construction of the Project with the designated affordable units.<sup>13</sup>

Thus, the City found that Greystar properly applied the Density Bonus Law and that there was no substantial evidence for a statutory exception. Because the Association made no showing that the City erred in making this finding, the court found that the City did not abuse its discretion in approving the Project.<sup>14</sup>

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<sup>6</sup> *Id.* at 769.

<sup>7</sup> *Id.* at 767.

<sup>8</sup> *Id.* at 770 (citing another source).

<sup>9</sup> *Id.* at 770.

<sup>10</sup> *Id.* at 769–71.

<sup>11</sup> *Id.* at 772–74 (emphasis added).

<sup>12</sup> *Id.* at 772.

<sup>13</sup> *Id.* at 783.

<sup>14</sup> *Id.* at 773.

In discussing the requested waivers, the court noted, absent the applicability of limited exceptions, the Project was entitled to the waiver of any development standards that would have precluded the project's construction as designed. The petitioner argued that the project could be redesigned to yield a shorter and less bulky building by eliminating courtyard. Reaffirming the holding in *Wollmer v. City of Berkeley*, 193 Cal.App.4th 1329 (2011), the court rejected this argument. The City could not demand that Greystar redesign its building to better meet City development standards even if a design existed that would allow fewer deviations from the City's requirements.<sup>15</sup>

Furthermore, the waiver or reduction in development standards is in addition to the incentives and concessions mandated by the Density Bonus Law.

### **Conclusion**

Once Greystar established its Project's eligibility for the Density Bonus Law, the City had discretion to deny the Project's permit application under the Density Bonus Law only if a statutory exception applied. Because the City found no substantial evidence that any exception applied, the City properly exercised its discretion to approve the Project with the requested density bonus and development incentives.

This case clarifies that projects meeting Density Bonus Law's requirements cannot be denied based on their design absent very limited circumstances. It also demonstrates the courts' recognition that local land use authority has been constrained by state law.

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<sup>15</sup> Id. at 775.



# **TOWN COUNCIL WEEKLY DIGEST**

Thursday – June 16, 2022

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1. Town Events Calendar – Upcoming Committee Meeting Agendas:

<https://www.portolavalley.net/community/town-calendar>