



CITY OF MORGAN HILL

Regular Meeting Agenda

City Council

Steve Tate - Mayor

Rich Constantine - Mayor Pro Tem

Larry Carr - Council Member

Caitlin Jachimowicz - Council Member

Rene Spring - Council Member

Wednesday, November 28, 2018 7:00 pm

Council Chamber

17555 Peak Avenue, Morgan Hill, CA 95037

The City Council has adopted a policy that regular meetings shall not continue beyond 11:00 p.m. unless extended by a majority of the City Council.

CALL TO ORDER

(Mayor Tate)

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

Per Government Code Section 54954.2

(Deputy City Clerk Bigelow)

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Carr

CITY MANAGER'S REPORT

City Manager Christina Turner

RECOGNITIONS

Quarterly Teammate Recognition

New Hires

Sergio Lopez - Police Officer
Elysa Olivares, Human Resources Technician

New Promotions

Jake Hess, Fire Chief

Retirements

Troy Hoefling, Police Sergeant
Derek Witmer, Fire Chief

2018 Peak Performance Award Recipients

Employee of the Year - Shane Palsgrove

Customer Service - Tony Haro

Challenge - Inga Alonzo, Frank Alvarez

Professional Growth - Christie Thomas

Innovation - John Henry, Mark Rauscher, Pam van der Leeden

Teamwork - Eric Blomquist, Daniel Cardwell, John Amos, Rudy Medina, Shawn Lopez, Steve Pennington, Caitlin Souza, Elizabeth Bassett, Anna King, Lucy Steuber

Get-Er Done! - Anthony Eulo

Highest of High Fives! - Margarita Huertas-Balagso

Community Whisperer - John Amos

Service Year Recipients

35 Years

Toni Maiquez, Public Safety Dispatcher

30 Years

John Henry, Engineering Technician
Johnny Gonzales, Utility Worker
Troy Hoefling, Police Sergeant

20 Years

Teo Herrera, Utility Worker
Anna King, Development Services Technician

15 Years

Jorge Lopez, Custodian
Chiquy Mejia, Recreation Coordinator

10 Years

Carson Thomas, Police Sergeant
Candice Abdurahman, Public Safety Dispatcher
Lisa Cardenas, Executive Assistant to the Chief of Police
Jennifer Ponce, Emergency Services Coordinator
Scott Martin, Police Corporal
Johnny Roberson, I.S. Technician
Tom Neff, Utility Supervisor
Tim Conlon, Utility Worker
Michelle Bigelow, Council Services and Records Manager
Sandra Diner, Office Assistant II

5 Years

November 28, 2018

Kevin Nelson, Water Quality Specialist
Santiago Fierro, Police Officer
Jason Lorenzo, Multi Services Officer
Fernando Del Moral, Police Officer
Christopher Gridley, Police Corporal
Todd Davis, Police Officer
Erica Corona, Human Resources Technician
Angie Gonzalez, Council Services Assistant

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin

OTHER REPORTS

PRESENTATIONS

YAC PRESENTATION- ASSET #41- POSITIVE CULTURAL IDENTITY

PUBLIC COMMENT

Members of the public are entitled to address the City Council concerning any item within the Morgan Hill City Council's subject matter jurisdiction. Public comments are limited to no more than three minutes. Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda. (See additional noticing at the end of this agenda)

ADOPTION OF AGENDA

CONSENT CALENDAR

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. Pursuant to City Council Policies and Procedures (CP 97-01), any member of the Council or public may request to have an item removed from the Consent Calendar for comment and action.

Time Estimate for Consent Calendar: 1 - 10 Minutes

1. APPOINTMENT TO THE PARKS AND RECREATION COMMISSION

Recommendation:

Appoint Neil Berman to serve on the Parks and Recreation Commission to fill a vacancy with a term ending April 1, 2022.

2. AWARD AQUATICS CENTER SLIDE REPAIR AND REFURBISHMENT

Recommendation:

1. Adopt resolution amending the Fiscal Year 2018-19 adopted budget to appropriate an additional \$54,000 from the General Fund (010) to Building Maintenance Fund (740) for the Aquatics Center Slides Refurbishment Project;
2. Award contract to Teca Aquatics Innovations, Inc. in the amount of \$130,290; and Authorize the expenditure of contingency funds not to exceed \$13,029; and
3. Authorize the City Manager to execute and administer that certain construction contract with Teca Aquatics Innovations, Inc.

3. AWARD LANDSCAPE MAINTENANCE AGREEMENT FOR CITY FACILITIES AND ASSESSMENT DISTRICTS

Recommendation:

1. Award a two-year contract to Brightview Landscape Services, Inc. in the amount of \$300,648 to service Group 2: City Facilities, Group 4: Landscape Assessment Districts, and extra services; and
2. Authorize the City Manager to execute and administer the Maintenance Service Agreement with Brightview Landscape Services and to extend the agreement for up to three, one-year additional terms.

4. APPROVE CONSULTANT AGREEMENT WITH CITYGATE ASSOCIATES, LLC., FOR FIRE STANDARDS OF COVERAGE (SOC) STUDY AND COMMUNITY RISK ASSESSMENT, AND REIMBURSEMENT AGREEMENTS WITH CITY OF GILROY AND SOUTH SANTA CLARA COUNTY FIRE DISTRICT

Recommendation:

1. Approve and authorize the City Manager to review, negotiate, amend, and execute a consultant agreement with Citygate Associates, LLC for a Sub-Regional South County Standards of Coverage (SOC) and community risk assessment study in the amount of \$79,530;
2. Authorize the expenditure of contingency funds not to exceed \$3,970;
3. Adopt resolution amending the Fiscal Year (FY) 2018-19 adopted budget, to appropriate \$83,500 from the General Fund (010) for the study to be prepared by Citygate Associates, LLC; and
4. Approve and authorize the City Manager to review, amend, and execute reimbursement agreements with the City of Gilroy (\$31,520) and South Santa Clara County Fire District (\$24,735) for their share of the study, including any future amendments subject to change in scope, up to the available contingency amount of \$3,970.

5. ADOPT A RESOLUTION OF INTENT TO ESTABLISH A TOURISM BUSINESS IMPROVEMENT DISTRICT

Recommendation:

1. Adopt resolution declaring the City's intention to establish the Morgan Hill Tourism Business Improvement District (MHTBID) to levy assessments within the District and setting a time and place for a public hearing;
2. Direct the City Clerk to mail written notice to the owners of all businesses proposed to be within the District; and
3. Appoint the Economic Development Director and the Public Services Director to the MHTBID Owners' Association Board.

6. PILOT PROJECT TO REDUCE USE OF RODENTICIDES AT CITY FACILITIES

Recommendation:

Direct staff to implement a rodenticide reduction pilot project and report on the project's findings and results at the June 5, 2019 City Council meeting.

7. ADOPT ORDINANCE AMENDING CHAPTER 9.04 (“WEAPONS”) OF TITLE 9 (“PUBLIC PEACE, MORALS AND WELFARE”) OF THE MORGAN HILL MUNICIPAL CODE TO REQUIRE SAFE FIREARMS STORAGE, REQUIRE THE REPORTING OF FIREARMS THEFT, AND PROHIBIT LARGE CAPACITY MAGAZINES

Recommendation:

Waive the reading, adopt Ordinance No. 2289, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

8. APPROVE THE NOVEMBER 7, 2018 MEETING MINUTES

Recommendation:

Approve Minutes.

OTHER BUSINESS

9. PROVIDE DIRECTION REGARDING MONTEREY CORRIDOR BLOCK-LEVEL MASTER PLAN ALTERNATIVES

Recommendation:

1. Receive presentation on Monterey Corridor Block-Level Master Plan Alternatives; and
2. Direct staff to proceed with Monterey Corridor Block-Level Master Plan process.

Estimated Time: 30 Minutes

10. INTRODUCE ORDINANCE DELEGATING AUTHORITY TO CITY MANAGER TO APPOINT CITY CLERK

Recommendation:

1. Waive the first and second reading of the ordinance delegating the appointment authority of the City Clerk position to the City Manager; and
2. Introduce the ordinance.
OR
3. Direct staff to return with a job description and employment contract for the City Clerk position to report into the City Council.

Estimated Time: 15 Minutes

PUBLIC HEARING

11. INTRODUCE ORDINANCE REGULATING FIREARMS DEALERS

Recommendation:

1. Open/close public hearing;
2. Waive the first and second reading of the ordinance; and
3. Introduce the ordinance adding Chapter 5.68 titled “Firearms Dealers,” to Title 5 (Business Licenses Generally) of the Morgan Hill Municipal code, to provide uniform regulations applicable to all firearm dealers in Morgan Hill.

Estimated Time: 30 Minutes

12. ZA2018-0006: HALF - TRUMARK: ZONING AMENDMENT TO AMEND THE ZONING MAP DESIGNATION FOR TWO PARCELS FROM R-2 3,500/PD TO RAL-3,500. THE PROPERTIES, IDENTIFIED BY ASSESSOR PARCEL NUMBER(S) 728-30-003 AND -004, ARE LOCATED ON THE NORTHERLY SIDE OF HALF ROAD BETWEEN CONDOT ROAD AND MISSION VIEW DRIVE (LLAGAS LLC, OWNER)

Recommendation:

1. Open/close public hearing;
2. Waive the first and second reading of the ordinance approving zoning amendment; and
3. Introduce the ordinance.

Estimated Time: 15 Minutes

CLOSED SESSION

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATOR:

Authority:	Pursuant to Government Code Section 54957.6
City Negotiators	Christina Turner City Manager; Cindy Murphy Assistant City Manager for Administrative Services; Michelle Katsuyoshi Human Resources Director; Edward Kreisberg, Meyers Nave; Jesse Lad, Meyers Nave
Employee Organization:	Morgan Hill Police Officers Association AFSCME Local 101 Morgan Hill Community Service Officers Association

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Authority:	Pursuant to Government Code Section 54956.9(d)(1)
Case Name:	O'Malley v. City of Morgan Hill
Case Number:	Santa Clara County Superior Court Case No: 16-CV-300450

RECONVENE

CLOSED SESSION ANNOUNCEMENT

FUTURE COUNCIL INITIATED AGENDA ITEMS

Note: in accordance with Government Code Section 54954.2(a), there shall be no discussion, debate and/or action taken on any request other than providing direction to staff to place the matter of business on a future agenda.

ADJOURNMENT

NOTICE

Any documents produced by the City and distributed to the majority of the City Council less than 72 hours prior to an open meeting, will be made available for public inspection at the City Clerk's Counter at City Hall located at 17575 Peak Avenue, Morgan Hill, CA, 95037 and at the Morgan Hill Public Library located at 660 West Main Avenue, Morgan Hill, California, 95037 during normal business hours. (Pursuant to Government Code 54957.5)

PUBLIC COMMENT

Members of the Public are entitled to directly address the City Council concerning any item that is described in the notice of this meeting, before or during consideration of that item. If you wish to address the Council on any issue that is on this agenda, please complete a speaker request card located in the foyer of the Council Chambers and deliver it to the Minutes Clerk prior to discussion of the item. You are not required to give your name on the speaker card in order to speak to the Council, but it is very helpful. When you are called, proceed to the podium and the Mayor will recognize you. If you wish to address the City Council on any other item of interest to the public, you may do so during the public comment portion of the meeting following the same procedure described above. Please limit your comments to three (3) minutes or less.

Please submit written correspondence to the Minutes Clerk, who will distribute correspondence to the City Council.

Persons interested in proposing an item for the City Council agenda should contact a member of the City Council who may plan an item on the agenda for a future City Council meeting. Should your comments require Council action, your request may be placed on the next appropriate agenda. Council discussion or action may not be taken until your item appears on an agenda. This procedure is in compliance with the California Public Meeting Law (Brown Act) Government Code §54950.

City Council Policies and Procedures (CP 03-01) outlines the procedure for the conduct of public hearings. Notice is given, pursuant to Government Code Section 65009, that any challenge of Public Hearing Agenda items in court, may be limited to raising only those issues raised by you or on your behalf at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to the Public Hearing on these matters.

The time within which judicial review must be sought of the action by the City Council, which acted upon any matter appearing on this agenda is governed by the provisions of Section 1094.6 of the California Code of Civil Procedure.

For a copy of City Council Policies and Procedures CP 97-01, please contact the City Clerk's office (408) 779-7259, (408) 779-3117 (fax) or by email michelle.wilson@morganhill.ca.gov.

AMERICANS WITH DISABILITIES ACT (ADA)

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (408)779-7259, (408)779-3117 (fax) or by email michelle.wilson@morganhill.ca.gov. Requests must be made as early as possible and at least two-full business days before the start of the meeting.



Sustainable Morgan Hill Vision

Morgan Hill is a safe, inclusive, socially responsible, environmentally conscious, and economically sound community.

CITY COUNCIL ONGOING PRIORITIES

Enhancing Public Safety · Protecting the Environment · Maintaining Fiscal Responsibility ·
Supporting Our Youth, Seniors, and Entire Community · Fostering a Positive Organizational Culture ·
Preserving and Cultivating Public Trust · Preserving Our Cultural Heritage ·
Enhancing Diversity and Inclusiveness

2018 STRATEGIC PRIORITIES

Community Engagement and Messaging

Economic Development and Telecommunications

Financial Stewardship

Infrastructure

Regional Initiatives

2018 STRATEGIC PRIORITIES:



Community Engagement and Messaging

The City of Morgan Hill will tell our story through outreach and by working closely with our community in presenting our vision, priorities, and financial needs, and by engaging citizens and business owners to find affordable and sustainable solutions. The City's communications, services, public spaces, and projects will embrace all community members as partners, encouraging public participation.



Economic Development and Telecommunications

The Economic Blueprint will continue to be implemented, with a primary goal of attracting jobs and investment into our community. The City will collaborate with the private sector to explore ways to provide fast, reliable access and wireless connectivity for residents and businesses. The 2016 Telecommunications Infrastructure and Economic Blueprint reports will be the foundation for continuing discussions with broadband providers, public utilities, and other infrastructure service providers in developing an implementation plan for growing our telecommunications infrastructure with private sector partnerships. The plan will be used to signal Morgan Hill's support for business expansion.



Financial Stewardship

We will be financial stewards of the City's assets to ensure long-term fiscal sustainability. New revenue sources, including a possible tax measure, will be considered to fund increasing costs to deliver services and complete infrastructure projects. The City will closely manage its expenditures to maintain its general fund reserve. The labor contracts will be negotiated using the City's adopted Employee Compensation Guiding Principles.



Infrastructure

The City will review its streets, parks, and public facilities infrastructure needs to quantify the funding gap. We will identify potential funding options as ongoing revenue is insufficient to fund our vital community assets at a sustainable level without significantly impacting existing service levels that our community has come to expect. Morgan Hill will actively work with the Valley Transportation Agency, the County, and the State to secure funding for transportation projects and road maintenance. For High Speed Rail, we will strongly advocate for the route with the least impact on Morgan Hill.



Regional Initiatives

City Council and staff will focus on influencing regional decisions that benefit Morgan Hill. A regional approach will be employed to address many priorities, including but not limited to, homelessness, animal services, teen suicide, High Speed Rail, and land use (Catholic High School, Outdoor Sports Center, agricultural preservation, and city limits). This regional involvement will include partnering with the League of California Cities, Valley Transportation Authority, Caltrain, Santa Clara Valley Water District, Cities Association of Santa Clara County, the City of Gilroy, Santa Clara County, Morgan Hill Unified School District, the Local Agency Formation Commission, the Open Space Authority, and Silicon Valley Clean Energy to advance projects that further Sustainable Morgan Hill.



NOVEMBER

Developmental Asset #41

POSITIVE CULTURAL IDENTITY

Young person feels proud of her/his cultural background.

Cultural Identity Within Our Community

Community Events:

- 4th of July Parade
- Holiday Lights Parade
- Mexican Independence Day
- Friday Night Music
- Latin Concert
- Religious gatherings



How this Relates to YAC

- Members come from different backgrounds
- We volunteer for different communities
- We create a welcoming environment
- We learn and support each others' backgrounds





NOVEMBER COMPLEMENTARY

Asset number #34

CULTURAL COMPETENCE

Young person has knowledge of and comfort with people of different cultural/racial/ethnic backgrounds.

Applying this to Our Everyday Lives

- Support others' cultures and traditions
- Communicating with people to learn about their backgrounds
- Educate others about specific cultures
- Schools give teens the opportunities to express their beliefs



**What do you do to reach out to learn
other people's cultural identities?**





CITY COUNCIL STAFF REPORT

MEETING DATE: November 28, 2018

PREPARED BY: Steve Tate, Mayor
APPROVED BY: City Manager

APPOINTMENT TO THE PARKS AND RECREATION COMMISSION

RECOMMENDATION(S)

Appoint Neil Berman to serve on the Parks and Recreation Commission to fill a vacancy with a term ending April 1, 2022.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment
Maintaining Fiscal Responsibility
Supporting Our Youth
Seniors
and Entire Community
Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust
Preserving Our Cultural Heritage
Enhancing Diversity and Inclusiveness

REPORT NARRATIVE:

On September 7, 2018, LaRene Green resigned from the Parks and Recreation Commission (PRC). On November 7, 2018, the City Council interviewed Enrique Navarro-Donnellan, David Jefferson, and Neil Berman. Following the interviews, the City Council evaluated the candidates and submitted their recommendations to the Mayor for appointment. Based on the recommendations of the Council, the Mayor recommends the appointment of Neil Berman to serve on the Parks and Recreation Commission, filling the vacant seat which has a term ending on April 1, 2022.

COMMUNITY ENGAGEMENT: Involve

Recruitment efforts were conducted to encourage citizens to apply for City Council appointment consideration to the Parks and Recreation Commission.

ALTERNATIVE ACTIONS:

City Council may choose to not make an appointment to the Parks and Recreation Commission, leaving the vacancy unfilled and direct staff to continue recruitment efforts.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Parks and Recreation Commissioners serve four-year terms, with possible reappointment consideration. Recruitment efforts are conducted as vacancies occur to

maintain the seven (7) member Commission. The City Council accepted LaRene Green's resignation at the October 17, 2018 City Council meeting.

FISCAL AND RESOURCE IMPACT:

There is no fiscal or resource impact associated with the actions to interview and appoint, as the recruitment and appointment process is accommodated in the Administrative Services operating budget.

CEQA (California Environmental Quality Act):

Not a project.

The appointment of commissioners is not a project as an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment as defined in Section 15378 of the State CEQA guidelines.



CITY COUNCIL STAFF REPORT

MEETING DATE: November 28, 2018

PREPARED BY: Cynthia Iwanaga, Management Analyst
APPROVED BY: City Manager

AWARD AQUATICS CENTER SLIDE REPAIR AND REFURBISHMENT

RECOMMENDATION(S)

1. Adopt resolution amending the Fiscal Year 2018-19 adopted budget to appropriate an additional \$54,000 from the General Fund (010) to Building Maintenance Fund (740) for the Aquatics Center Slides Refurbishment Project;
2. Award contract to Teca Aquatics Innovations, Inc. in the amount of \$130,290; and Authorize the expenditure of contingency funds not to exceed \$13,029; and
3. Authorize the City Manager to execute and administer that certain construction contract with Teca Aquatics Innovations, Inc.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Maintaining Fiscal Responsibility
Supporting Our Youth
Seniors
and Entire Community

2018 Strategic Priorities

Financial Stewardship

REPORT NARRATIVE:

The purpose of this item is to provide the City Council with an opportunity to consider the award of a contract to Teca Aquatics Innovations, Inc. in the amount of \$130,290 to complete the refurbishment of the two large slides at the Dennis Kennedy Aquatics Center ("Aquatics Center") and the adoption of a resolution (Attachment No. 1) amending the Fiscal Year 2018-19 budget to appropriate the additional \$54,000 needed to complete the project.

A professional inspection of the slides at the Aquatics Center found that it was time to refurbish the slides after 14 years of use. The scope of work for the Aquatics Center Slides Refurbishment project ("Project") includes all the labor and material necessary to refinish both the interior and exterior of the two large slides. The new interior gel-coating and exterior epoxy finishes are expected to extend the slides' useful life for another 12 years.

A bid solicitation was issued on October 15, 2018, and one bid was received from Teca Aquatics Innovations, Inc. on November 1, 2018. In soliciting bids for this contract, the City advertised in the Morgan Hill Times, posted on the City website, and two online plan services; Public Purchase and the Online Plan Service, whose subscribers include

multiple Northern California Builders' Exchanges.

Although the California Contractors State Licensing Board (CSLB) requires contractors to be licensed for this scope of work, the majority of contractors inquiring about this project did not have CSLB licenses. This made it difficult to find a contractor licensed to do this project. Receiving only one bid is not surprising as there are very few licensed contractors interested and capable of performing this work.

Teca Aquatics Innovations, Inc. has a CSLB license and has almost 10 years of experience in the slide refurbishment business. They have successfully refurbished water slides for both the City of Fremont and the County of San Bernardino. Staff recommends entering into a contract (Attachment No. 2) with Teca Aquatics Innovations, Inc. to refurbish the Aquatics Center's slides.

COMMUNITY ENGAGEMENT: Inform

Several weeks before the slide refurbishment begins, signs will be posted at the Aquatics Center informing customers of the upcoming project. Although the project should not directly impact services, Welcome Desk Staff will be kept fully informed of the construction schedule, so that they can keep Aquatics Center customers up to date on the progress of the project.

ALTERNATIVE ACTIONS:

The City Council could decide not to approve this project and direct staff to pursue an alternative approach to the refurbishment of the two slides. The complete replacement of the two slides is estimated at \$600,000 by Teca Aquatics Innovation, Inc.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council has not previously taken action on this item.

FISCAL AND RESOURCE IMPACT:

If approved, the total funding authorization for this agreement will be \$143,319, which includes the contract amount of \$130,290 and a 10% contingency amount of \$13,029.

This project is in the approved FY 18-19 Building Maintenance Fund (740) projects, with a budgeted amount of \$90,000. Staff recommends adopting the attached resolution and budget scorecards which appropriate an additional \$54,000 from the General Fund (010) to Building Maintenance Fund (740), for a total of \$144,000, to fully fund the Aquatics Center Slides Refurbishment Project. The additional funding will translate into increased longevity for the useful life of both slides.

CEQA (California Environmental Quality Act):

Categorical Exemption

The activities described in this staff report are categorically exempt under CEQA, specifically pursuant to Section 15301 (c) of the CEQA Guidelines (Existing Facilities), as the subject work involves the repair, maintenance or minor alternation of existing City facilities involving negligible or no expansion of use of those facilities.

LINKS/ATTACHMENTS:

1. AC Slide Refurbishment_Budget Amendment Resolution
2. Teca Aquatics Innovation Contract

RESOLUTION NO. __-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO THE CITY'S FISCAL YEAR 2018-2019 ADOPTED BUDGET TO APPROPRIATE \$54,000 FROM FUND 010 TO FUND 740 FOR THE COMPLETION OF THE AQUATICS CENTER SLIDES REFURBISHMENT PROJECT THEREFORE

WHEREAS, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City"), is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the reasons supporting the approval of an amendment to the City's Budget for Fiscal Year 2018-2019 described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council Staff Report entitled, "Award Aquatics Center Slides Refurbishment Project," submitted for City Council consideration at its meeting of November 28, 2018, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, the recommended amendments are needed and proposed to the City's previously adopted Budget for Fiscal Year 2018-2019, as set forth on Exhibit A to this Resolution, to appropriate the requisite funds to implement the actions authorized by this Resolution; and

WHEREAS, the activities allowed under this Resolution are categorically exempt under CEQA, specifically pursuant to Section 15301(c) of the CEQA Guidelines (Existing Facilities), as the subject work involves the repair, maintenance or minor alteration of existing City facilities involving negligible or no expansion of use of those facilities; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such date the City Council conducted a duly noticed public meeting at which the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

- a. That the City's previously adopted Fiscal Year 2018-2019 Budget, as the same has been amended to date, is hereby further amended in accordance with and as reflected on Exhibit A attached hereto and incorporated herein by this reference; and
- b. That the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the City's Finance Director, who is hereby authorized and directed to take all actions necessary to implement the terms of this Resolution pertaining to the Fiscal Year 2018-2019 City Budget.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 28th day of November 2018.

AYES: **COUNCIL MEMBERS:**
NOES: **COUNCIL MEMBERS:**
ABSTAIN: **COUNCIL MEMBERS:**
ABSENT: **COUNCIL MEMBERS:**

APPROVED:

ATTEST:

STEVE TATE, Mayor

IRMA TORREZ, City Clerk

∞ **CERTIFICATION** ∞

I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. ____-____, adopted by the City Council at a regular meeting held on November 28, 2018.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

IRMA TORREZ, City Clerk

EXHIBIT A

AGENDA BUDGET SCORECARD

FISCAL YEAR 2018-19

ADJUSTMENT #

015

FUND:

010 General Fund

DEPARTMENT:

2140 Membership and Program Services

OBJECT:

45004 BUILDING MAINT - CURRENT SERVICES

AGENDA DATE:

11/28/18

AGENDA ITEM TITLE:

Award AC Slide Repair and Refurbishment

	07/01/18 PROJECTED BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	06/30/19 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	17,687,052	41,264,549	41,658,489	17,293,112
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	204,764	345,340	(140,576)
RECOMMENDED ACTION	-	-	54,000	(54,000)
RESULT OF RECOMMENDED ACTION	17,687,052	41,469,313	42,057,829	17,098,536

City of Morgan Hill
 Resolution No. ____-____
 Page 4 of 4

AGENDA BUDGET SCORECARD

FISCAL YEAR 2018-19

ADJUSTMENT #

016

FUND:

740 Building Maintenance Fund

DEPARTMENT:

2120 Build Maint-AC

OBJECT:

42510 MAINT - BLDGS/IMPROVEMENTS

AGENDA DATE:

11/28/18

AGENDA ITEM TITLE:

Award AC Slide Repair and Refurbishment

	07/01/18 PROJECTED BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	06/30/19 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	50,508	3,326,619	3,285,285	91,842
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	-	-	-
RECOMMENDED ACTION	-	54,000	54,000	-
RESULT OF RECOMMENDED ACTION	<u>50,508</u>	<u>3,380,619</u>	<u>3,339,285</u>	<u>91,842</u>

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Morgan Hill ("City") and Teca Aquatics Innovation, Inc. ("Contractor") for work on the Aquatic Center Slides Refurbishment Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Informal Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on _____, 20____, (Contract Date) City authorized award of this Contract to Contractor for the amount of Contractor's bid.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following:
 - 2.1 Notice Inviting Informal Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Drawings and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Award;
 - 2.12 Notice to Proceed;
 - 2.13 And the following:

NO OTHER DOCUMENTS

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

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor One Hundred Thirty Thousand Two Hundred Ninety Dollars (\$130,290) (the "Contract Price"), in accordance with the payment provisions in the General Conditions. The Contract Price includes all applicable federal, state, and local taxes.
5. **Time for Completion.** Contractor will fully complete the Work for the Project within 45 working days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of Five Hundred Dollars (\$500) for each day of unexcused delay in completion, and the Contract Price will be reduced accordingly.
7. **Labor Code Compliance.**
 - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.
 - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
 - 7.3 **DIR Registration.** City will not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Under Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. **Notice.** Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Phone: (409) 779-7259
Attn: City Clerk
Email: michelle.bigelow@morganhill.ca.gov
Copy to: cynthia.iwanaga@morganhill.ca.gov

Contractor:

Name: Teca Aquatics Innovations, Inc.
Address: 2062 South 550 West
City/State/Zip: Syracuse, UTAH 84075
Phone: (801) 879-1261
Attn: Steven Payne
Email: tecaquatics@comcast.net
Copy to: _____

10. General Provisions.

- 10.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's successors and permitted assigns.
- 10.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.
- 10.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of Santa Clara County, and no other place.
- 10.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

- 10.5 Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.
- 10.6 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two (2) officers of the corporation are required pursuant to California Corporation Code Section 313.

[Signatures are on the following page.]

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
 (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

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

CITY OF MORGAN HILL:

 Christina J. Turner
 City Manager

Date: _____

Attest:

 Michelle Bigelow
 Deputy City Clerk

Date: _____

Approved as to Form:

 Donald A. Larkin
 City Attorney

Date: _____

CONTRACTOR:

TECA AQUATICS INNOVATIONS, INC.

 Signature

 Name/Title [print]

Date: 11/8/18

Corporate entities must provide a second signature:

 Signature

 Name/Title [print]

Date: 11/8/18

1002638
 Contractor's License Number(s)

04/30/2019
 Expiration Date(s)

Seal:

1000041110
 Contractor's DIR Registration Number(s)

END OF CONTRACT

Aquatics Center Slides Refurbishment Project BID SCHEDULE

This Bid Schedule must be completed in ink and must be included with the sealed Bid Proposal. The unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal Form. Quantities shown are required for bid purposes and may or may not be final pay quantities. Actual quantities, if different, must be substantiated during the Project by Contractor (either by field measurement, trucking tags, or other means acceptable to the Engineer).

Bid Item	Description of Bid Item	Approximate Quantity/Unit of Measure	Unit Price	Extended Total
1	Blue Slide Interior (Open Barrel)-Gel Coating	186 linear feet	\$29.00/sq ft.	\$44,950
2	Red Slide Interior (Closed Barrel) – Gel Coating	132 linear feet	\$30.00 sq. ft.	\$36,000
3	Blue Slide Exterior (Open Barrel) Epoxy Primer plus acrylic polyurethane	186 linear feet	\$14.20 sq. ft.	\$22,010
4	Red Slide Exterior (Closed Barrel) Epoxy Primer plus acrylic polyurethane	132 linear feet	\$15.90 sq ft	\$19,080
5	Blue Slide Interior (Open Barrel)-Waxing	186 linear feet	\$3.00 sq ft	\$4,650
6	Red Slide Interior (Closed Barrel) – Waxing	132 linear feet	\$3.00 sq. ft.	\$3,600
7				
8				
9				
10				

Bid Schedule I Total	\$130,290
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END OF BID SCHEDULE



CITY COUNCIL STAFF REPORT

MEETING DATE: November 28, 2018

PREPARED BY: Cynthia Iwanaga, Management Analyst
APPROVED BY: City Manager

AWARD LANDSCAPE MAINTENANCE AGREEMENT FOR CITY FACILITIES AND ASSESSMENT DISTRICTS

RECOMMENDATION(S)

1. Award a two-year contract to Brightview Landscape Services, Inc. in the amount of \$300,648 to service Group 2: City Facilities, Group 4: Landscape Assessment Districts, and extra services; and
2. Authorize the City Manager to execute and administer the Maintenance Service Agreement with Brightview Landscape Services and to extend the agreement for up to three, one-year additional terms.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility

REPORT NARRATIVE:

The purpose of this item is to provide the City Council with an opportunity to consider awarding a landscape maintenance agreement to Brightview Landscape Services, Inc. in the amount of \$300,648 to service city facilities and landscape assessment districts for the next two years.

The City has contracted with professional landscape contractors for various landscape maintenance services for many years as an approach to cost effectively serve the City. The work has been divided into five separate groups as a way to diversify the City's bidding opportunities. On September 14, 2018, a Request for Proposals (RFP) was released for two years of service for both Group 2 (key city facilities) and Group 4 (the northern group of landscape assessment districts.) The RFP was posted on the City website, Public Purchase, and the Online Planning Service. Group 2 includes the Civic Center, Community and Cultural Center, Centennial Recreation Center, Skate Park, Wildlife Trail, Aquatics Center, and Police Facility. Group 4 includes the landscape assessment districts at Fox Hollow/Murphy Springs, Llagas Creek Estates, Sparhawk, Chang/Bertelone, Llagas/Obata, Belle Estates, Diana Estates, Stone Creek, and Sandalwood. The current contract for these groups expires on December 31, 2018.

Ten landscape firms attended the mandatory pre-bid meeting and four firms submitted proposals by October 15, 2018. The City evaluated the proposals using a "Best Value" methodology in which contractors meeting the minimum scoring in the "Qualifications, Experience and References" narrative were then evaluated based upon their cost

proposals. A team of evaluators from the Maintenance Division independently evaluated and scored the proposals based on the contractors' narrative, qualifications, experience, and references. There were 40 points available for this section and contractors needed to score at least 30 out of 40 points in order to proceed in the process. The final scores for this section were:

Company	Score
Brightview Landscape	35.8 points
New Image Landscape	30.5 points
Bayscape Landscape	28.5 points
Mike Davis Landscape	22.0 points

Since Bayscape Landscape Management and Mike Davis Landscape Services did not score the minimum 30 out of 40 points, their proposals were eliminated from additional consideration.

In the second step of the evaluation, the contractors' cost proposals were compared and the contractor with the lowest-priced proposal was awarded the most points.

The cost proposals received from the remaining two proposers were:

Group	Brightview	New Image
Group 2: City Facilities	\$185,664 (25 points)	\$244,056 (19 points)
Group 4: Landscape Assessment Districts	\$54,984 (25 points)	\$73,080 (18.8 points)
Average of Extra Work Hourly Rates	\$52.64 (8 points)	\$125.00 (3.4 points)
Material Mark-Up	15% (2 points)	20% (1.5 points)
Total Cost Proposal Score	60 points	42.7 points

To select the recommended bidder, the point totals from part 1 and part 2 of the process were combined as depicted in the table below:

	Brightview	New Image
Qualifications, Experience, and References Score	35.8 points	30.5 points
Cost Proposal Score	60 points	42.7 points
Final Total Score	95.8 points	73.2 points

Staff recommends that the Council authorize the City Manager to execute a two-year Maintenance Services Agreement with Brightview in the amount of \$300,648 for Groups 2, 4, and associated extra services. The recommended amount of the contract is \$30,000 per year higher than the bid amount needed to solely fund scheduled services for the two-year term of the contract as shown above. This increased amount allows for additional services to be provided above and beyond the normal services. Examples of these services include irrigation valve replacements, exceptional tree trimming, and the rejuvenation of a landscape area. The contract specifies that these additional services are only to be provided with the prior approval of the City's contract manager. The base two-year agreement includes options to extend the agreement for up to three additional one-year terms.

COMMUNITY ENGAGEMENT: Inform

Staff will continue to post landscape maintenance updates on the City's website, Next Door Morgan Hill, Facebook, and Twitter to inform residents of any landscape maintenance work done by the contractor that will affect right of way or pedestrian access to facilities and services. Engagement also occurs informally through resident discussion with Community Services Department team members.

ALTERNATIVE ACTIONS:

An alternative action would be to reject all proposals and release another RFP in an attempt to obtain more proposals.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City has contracted out for landscape maintenance services for over a decade. The agreement for these work groups was last awarded in June 2016 by the City Council.

FISCAL AND RESOURCE IMPACT:

Brightview's bids of \$185,664 for City facilities and \$54,984 for Landscape Assessment Districts were all within the budgeted amounts for facilities and the landscape assessment districts' landscape maintenance. No additional appropriations are needed.

CEQA (California Environmental Quality Act):

Categorical Exemption

Maintaining existing landscapes is categorically exempt under CEQA, specifically pursuant to Section 15301 of the CEQA Guidelines (Existing Facilities), as the subject work involves negligible or no expansion of use of those facilities.

LINKS/ATTACHMENTS:

1. Brightview MSA_Landscape Groups 2 and 4

MAINTENANCE SERVICE AGREEMENT
Brightview Landscape Services, Inc.

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Brightview Landscape Services, Inc. a California corporation ("SERVICE PROVIDER") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on _____, _____, 20____.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until December 31, 2020 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum of three additional years with term increments at the discretion of the City Manager. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by SERVICE PROVIDER shall be landscape maintenance services as further described in **Exhibit A**.
4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:
 - 4.1. **Amount.** \$300,648.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Three Hundred Thousand Six Hundred Forty-Eight dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT during that extended term period, so long as City Council has appropriated sufficient funds and the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement. The maximum compensation for the extended term shall not exceed:
 - 4.1.1. Year three - 103% of the maximum compensation allowed to be paid to CONSULTANT for one year of service during the initial term of this Agreement;
 - 4.1.2. Year four - 103% of the maximum compensation allowed to be paid to CONSULTANT for year three; and
 - 4.1.3. Year five - 103% of the maximum compensation allowed to be paid to CONSULTANT for year four.
 - 4.2. **Billing.** SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 14 Notices. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of

billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

5. **Termination.** CITY or SERVICE PROVIDER shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require SERVICE PROVIDER to complete certain work product or documents and SERVICE PROVIDER shall deliver to CITY all documents in its possession without additional compensation to SERVICE PROVIDER. The City Manager is authorized to terminate this AGREEMENT, in whole or in part, on behalf of CITY.

6. **Performance of Work.** SERVICE PROVIDER represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by SERVICE PROVIDER in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of SERVICE PROVIDER'S profession. By delivery of completed work, SERVICE PROVIDER certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. SERVICE PROVIDER shall perform all work and services under this Agreement in conformance with the time schedule set forth on **Exhibit C**, "Schedule of Performance," attached hereto and incorporated herein by this reference. The City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If SERVICE PROVIDER desires to leave or store any of SERVICE PROVIDER's equipment at a CITY site while SERVICE PROVIDER is performing work or service pursuant to this Agreement, SERVICE PROVIDER will first obtain the consent of the City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at SERVICE PROVIDER's sole risk.

7. **Hazardous Materials.** Without limiting any other requirement or obligation of SERVICE PROVIDER under this Agreement, if SERVICE PROVIDER needs to use any material or chemical considered to be a hazardous material under any federal, state or local law, regulation or policy, SERVICE PROVIDER agrees to fully and timely abide by and comply with all laws, regulations and policies pertaining to the use, transport, removal, handling, disposal or other activity related to any and all such materials or chemicals. Prior to commencement of work or services under this Agreement, SERVICE PROVIDER shall provide CITY with a complete list of the hazardous materials SERVICE PROVIDER reasonably anticipates it may need to use to provide the services of SERVICE PROVIDER under this Agreement, together with the reasonably anticipated quantities thereof, if requested by CITY.

8. **Insurance Requirements.** SERVICE PROVIDER shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of SERVICE PROVIDER, including its subcontractors, employees and agents, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. SERVICE PROVIDER further understands that CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to SERVICE PROVIDER, at any time as deemed necessary to protect the interests of CITY.

8.1. **Insurance Types and Amounts.**

- 8.1.1. Commercial General Liability (CGL). SERVICE PROVIDER shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.2. Automobile Liability. SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.3. Workers' Compensation Insurance and Employer's Liability. SERVICE PROVIDER shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If SERVICE PROVIDER is self-insured, SERVICE PROVIDER shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 8.1.4. Pollution (Environmental) Liability. If the performance of SERVICE PROVIDER's work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, SERVICE PROVIDER shall procure and maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.5. Professional Liability.
- 8.1.5.1. If the performance of SERVICE PROVIDER's work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), SERVICE PROVIDER shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies

(including any excess or “umbrella” policies), whichever is greater. Further, if SERVICE PROVIDER maintains a claims-made policy, SERVICE PROVIDER shall provide written evidence of such insurance to CITY for at least five (5) years after the completion of work performed under this Agreement.

8.1.5.2. If the performance of SERVICE PROVIDER's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), SERVICE PROVIDER shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

8.1.5.3. If the performance of SERVICE PROVIDER's work or service under this Agreement involves contact with minors, SERVICE PROVIDER shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

8.2. **Endorsements.** SERVICE PROVIDER shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

8.2.1. **General Liability.**

8.2.1.1. The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;

8.2.1.2. the insurer waives the right of subrogation against the City of Morgan Hill and CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,

8.2.1.3. insurance shall be primary non-contributing.

8.2.2. **Workers Compensation.**

If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

8.3. **Qualification of Insurers.** All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of “A” or better and a financial size rating of “VII” or better.

- 8.4. **Certificates.** SERVICE PROVIDER shall furnish CITY with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to SERVICE PROVIDER's agreement with CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

9. **Non-Liability of Officials and Employees of CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

10. **Compliance with Law.**

- 10.1. SERVICE PROVIDER and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
- 10.2. Without limiting the provisions of Section 10.1 above, each worker performing work under this Agreement shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. SERVICE PROVIDER shall post a copy of the applicable prevailing rates at the Worksite. Pursuant to Labor Code Section 1775, SERVICE PROVIDER and any Subcontractor shall forfeit to CITY as a penalty up to two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. SERVICE PROVIDER shall also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- 10.3. DIR Registration. CITY will not accept a Bid Proposal from or enter into a contract with a SERVICE PROVIDER, without first receiving proof to the satisfaction of CITY that SERVICE PROVIDER and its subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. Under Labor Code section 1771.4, this Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 10.4. Compliance with Wage and Hour Laws: SERVICE PROVIDER, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time to

appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against SERVICE PROVIDER and/or its Subcontractors: BY SIGNING THIS AGREEMENT, SERVICE PROVIDER AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT SERVICE PROVIDER OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. SERVICE PROVIDER FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or SERVICE PROVIDER learns of such a judgment, decision, or order that was not previously disclosed, SERVICE PROVIDER shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. SERVICE PROVIDER and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. CITY reserves the right to require SERVICE PROVIDER to enter into an agreement with CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, CITY reserves the right to withhold payment to SERVICE PROVIDER until such judgment, decision or order has been satisfied in full.

Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

11. **Independent Contractor**. SERVICE PROVIDER is an independent contractor and not an agent or employee of CITY.
12. **Confidentiality**. All data, documents, or other information received by SERVICE PROVIDER from CITY or prepared in connection with SERVICE PROVIDER'S services under this Agreement are deemed

confidential and shall not be disclosed to any third party by SERVICE PROVIDER without prior written consent by CITY.

13. **Conflict of Interest and Reporting.** SERVICE PROVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

14. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of SERVICE PROVIDER is as follows:

Brightview Landscape Services, Inc.
450 Phelan Avenue
San Jose, CA 95112

Address of CITY is as follows:

Public Services Director	with a copy to:
City of Morgan Hill	City Clerk
17575 Peak Avenue	City of Morgan Hill
Morgan Hill, CA 95037	17575 Peak Avenue
	Morgan Hill, CA 95037

15. **Licenses, Permits and Fees.** SERVICE PROVIDER shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

16. **Maintenance of Records.**

16.1. **Maintenance.** SERVICE PROVIDER shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. SERVICE PROVIDER shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then SERVICE PROVIDER shall retain said records until such action is resolved.

16.2. **Access to and Audit of Records.** CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of SERVICE PROVIDER and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of CITY or as part of any audit of CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

16.3. **Ownership of Work Product.** All documents or other information developed or received by SERVICE PROVIDER for work performed under this Agreement shall be the property of CITY. SERVICE PROVIDER shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

17. **Familiarity with Work.** By executing this Agreement, SERVICE PROVIDER represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should SERVICE PROVIDER discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at SERVICE PROVIDER'S risk, until written instructions are received from CITY.

18. **Time of Essence.** Time is of the essence in the performance of this Agreement.

19. **No Assignment.** Neither this Agreement nor any portion shall be assigned by SERVICE PROVIDER, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY's option, shall terminate this Agreement effective as of the date of such attempted assignment.

20. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

21. **Defense and Indemnification.**

21.1. **Defense and Indemnification.** SERVICE PROVIDER shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by SERVICE PROVIDER, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

21.2. **Exceptions.** SERVICE PROVIDER is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of CITY.

21.3. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by SERVICE PROVIDER.

21.4. **Right to Offset.** CITY shall have the right to offset against any compensation due SERVICE PROVIDER under this Agreement any amount due CITY from SERVICE PROVIDER as a result of SERVICE PROVIDER's failure to pay CITY promptly any indemnification arising under this Section (21) and any amount due CITY from SERVICE PROVIDER arising from SERVICE PROVIDER's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

21.5. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of SERVICE PROVIDER to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

22. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement

may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and SERVICE PROVIDER. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

23. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

24. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

25. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

26. **Binding Agreement.** Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of SERVICE PROVIDER in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

[Signatures on Next Page]

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27. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
 (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

City Clerk/Deputy City Clerk

City Manager

Michelle Bigelow

Christina J. Turner

Print Name

Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

BRIGHTVIEW LANDSCAPE SERVICES, INC.

City Attorney

By:

Donald A. Larkin

Brett Urban, CFO

Print Name

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: _____

Date: 10/23/18

By:

Fred Freund VP Finance

Print Name and Title of Signer.

If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: _____

10/29/2018

266211
 Contractor's License Number(s) (if applicable)

1000005364
 Contractor's DIR Registration Number(s) (if applicable)

Expiration Date(s) 3/31/2020

Expiration Date(s) 6/30/2019

Seal:

U:\Legal Forms\Consultant Agreements\City Maintenance Service Agreement.Docx

Attachment: Brightview MSA_Landscape Groups 2 and 4 (2044 : Award Landscape Maintenance Groups 2 and 4)

EXHIBIT A SCOPE OF SERVICES

The work to be performed under the Contract consists of the furnishing of all labor, insurance, materials, and equipment needed for complete landscape maintenance services in the following service groups:

Group 2	Civic Center, Recreation Facilities and Police Department Landscape Maintenance
Group 4	Assessment District Landscape Maintenance – North/East

In addition, the Scope of Services will include additional repair work and other extra services that will be pre-authorized on an as-needed basis by the City's Maintenance Department staff.

The following shall be treated as "extra work":

Renovations (thatching, overseedings, drainage installation, irrigation upgrades, etc.)

Landscape Conversions

Fence Repair

Repair of significant vandalism

The service locations are highly visible city facilities and landscape assessment districts. The required standard of work is high.

The Contractor will be paid for work rated as "meets standards". Contractor will not be paid for work rated as "below standard" until conditions improve and rate as "meet standards" if the below standard work is attributed to neglect on the part of the Contractor. If an area does not meet City standards, it will be considered "below standard". Contractor will not be paid additional amounts for remedial work required to improve "below standard" areas if the below standard work is attributed to neglect on the part of the Contractor. City staff will work closely with Contractor's representatives to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests with the Contractor.

The Contractor will provide electronic versions of the monthly inspections to the City by the 10th of the following month as to each site's compliance with City standards. An action plan with deadlines must be provided to the City to indicate when corrections will be made if an area is deemed "below standard". Failure to turn in inspections by the deadline will result in monthly payment being withheld until inspections are turned in, and an one hundred dollar (\$100) deduction from their monthly payment.

There will be a financial impact to the Contract if any scheduled use, (including, but not limited to, special events or recreation programs) of City facilities are impacted by neglect on the Contractor's part. Any costs associated with re-scheduling the event/activity/program may be the responsibility of the Contractor for staffing and costs, including, but not limited to lost revenue, staff salaries and alternate contractor costs, etc.

The City will perform weekly inspection reports, which will be e-mailed to the Contractor. The first time a site fails to meet City Standards as a result of these inspections the Contractor will have two (2) weeks to bring the site back into compliance. If the same site is not in compliance for the same standard at any time after the first warning, no warning will be given and penalties will be incurred. If a site is not brought back into compliance within the allotted timeframe the following penalties will occur:

Attachment: Brightview MSA_Landscape Groups 2 and 4 (2044 : Award Landscape Maintenance Groups 2 and 4)

1. First Penalty: Contractor to receive warning.
2. Second Penalty: At the same site within twelve (12) months of the First Penalty Assessment, the Contractor will be assessed a \$25 monthly deduction per deficiency.
3. Third Penalty: At the same site within (12) months of the First Penalty Assessment, the Contractor will be assessed a \$75 monthly deduction per deficiency.

The parties will observe the following progressive problem resolution process:

1. Written notice of the problem.
2. Field conference with City inspector and Contractor's field representative to identify problem and agree on solution as presented by Contractor.
3. Conference between City's representative and Contractor's principal.
4. Imposition of penalties and/or correcting defect at Contractor's cost.
5. Termination of Contract.

2-1 NORMAL HOURS AND DAYS OF MAINTENANCE SERVICES

- A. For the Community & Cultural Center, Gavilan College & Morgan Hill Playhouse, unless otherwise specified, work hours shall be 7:00 am-noon Monday-Friday. Mowing should occur on a Thursday morning.
- B. At all other locations, the Contractor shall perform the required maintenance services between the hours of 7:00 a.m. and 5:00 pm Monday - Friday and on weekends with prior City approval.
- C. The Contractor shall conduct the work at all times in a manner which will not interfere with normal recreation programs, school programs, pedestrian traffic on adjacent sidewalks, or vehicular traffic on adjacent streets.
- D. Any modification in the hours and days of maintenance services as stated in the Contractor's service schedule is subject to approval by the City.

2-2 PERIODIC PROJECT INSPECTIONS

Upon request, the Contractor will walk the project with the City's representative for the purpose of determining compliance with the specifications or to discuss required work. The Contractor's representative must be authorized to sign documents and make changes to the work.

2-3 PERFORMANCE DURING INCLEMENT WEATHER

During periods of excessive rainfall that hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather. The prime factors in assigning work shall be the safety of the workforce and damage to parks and landscaping.

2-4 NOTICE TO PROCEED

As soon as practical after execution of the Contract, and after receipt of acceptable insurance certificates by City, a written Notice to Proceed will be emailed to the Contractor.

2-5 ACCEPTANCE

- A. Acceptance by the City of any services furnished under the Contract shall occur only subsequent to the final review of authorized employees of the City.
- B. The City shall reject and refuse to pay for, any and all non-conforming services.
- C. Nothing in this section shall limit or restrict the warranty and remedy obligations of the Contractor specified in the Standard Consultant Agreement.

2-6 LICENSES REQUIRED FOR DURATION OF CONTRACT

- C-27 Landscape Contractor License
- City of Morgan Hill Business License

- Qualified Applicator License (includes Santa Clara County Registration)
- Registered with the California Dept. of Industrial Relations PWC-100 website

2-7 SAFETY

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

2-8 RESPONSE

Contract supervision shall be immediately available at all times when Contractor employees are working on sites, must be available from 7:00 am to 10:00 pm each day via telephone, and must respond to an emergency situation/major discrepancy in the Contract within two (2) hours of initial contact.

2-9 QUALIFIED CONTRACTOR SUPERVISION

All of Contractor's supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction to all Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

2-10 CONTRACTOR'S EMPLOYEES

This Contract is intended to be a "partnership" between the City and the Contractor. The Contractor and his/her employees are agents of the City of Morgan Hill and represent the City in the performance of their work. Only Contractor's employees or subcontractors are allowed on City premises where work is being performed. The City shall have the right to have Contractor remove from assignment to City facilities such Contractor and/or subcontractor employees as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Contractor's employees and subcontractors shall not smoke tobacco on any City property.

2-11 EMPLOYER PROVIDED UNIFORMS

The Contractor shall provide each of its employees with uniforms. Uniform apparel shall be kept neat, clean, and in good repair. All uniforms shall include the Contractor's name and logo. Contractor and subcontractor personnel shall wear uniforms at all times.

2-12 CONTRACTOR'S EQUIPMENT

The on-site supervisor shall ensure that all contractor-supplied equipment is in good working order. Any damaged equipment or equipment in need of repair shall be removed from the site. Contractor shall be responsible for any damage to the work sites, City or private property, or any injuries caused by Contractor's equipment or personnel.

2-13 LOCKS AND KEYS

The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys or locks issued by the City to the Contractor.

The Contractor shall report all lost or stolen keys or locks to the City within twenty-four (24) hours of discovery. The Contractor shall reimburse the City for the total cost of replacement keys and/or locks that have been lost.

Upon termination or cancellation of the Contract, the Contractor shall immediately return all keys, cards, remotes, etc., to the City. The Contractor shall reimburse the City for the total cost of lost items.

2-14 VANDALISM AND ACCIDENTAL DAMAGE

City assumes responsibility for the cost of repairing or replacing appurtenances significantly damaged by persons other than the Contractor or its agents. Vandalism or accidental damage repair costs shall be based on unit costs submitted by Contractor in the proposal or on time and materials quotes for work not called out in the proposal. Contractor shall be responsible for reporting damage to City and repairing or replacing all appurtenances damaged by Contractor or Contractor's agents.

2-15 WATER MANAGEMENT PROGRAM

Monthly, from March through November, the Landscape Maintenance Contractor must provide to the City a report of irrigation controller settings for the current month in electronic format. This report will include the following information:

- A. All irrigation programs set on controllers.
- B. Irrigation schedule start times for each irrigation program.
- C. Irrigation run days for each irrigation program.
- D. Irrigation cycle length, in minutes for each station in an irrigation program.
- E. Number of repeat cycles for each station in an irrigation program.

All required scheduling and operation of the automatic irrigation controllers reflecting weather changes and water needs will be covered under this Contract. Contractor shall make all adjustments and setting of automatic controllers to establish frequency and length of watering periods. Any malfunction of controllers must be reported to the City along with a proposal for correction with costs.

All systems shall be programmed as needed to maintain plants in a healthy, vigorous condition. The irrigation controller program is to be sufficient to keep the plant material healthy without excessive water use.

- A. Controller programs shall incorporate the following conditions: Meet City Water Management requirements
- B. Program around Park and Facility use and events
- C. Reflect actual evapotranspiration (E.T.) requirements
- D. Reflect actual requirements of soil and plants
- E. Eliminate runoff onto streets, sidewalks, and other non-target areas

The Water Management Program is designed to optimize park and landscape water usage through field testing and irrigation schedule development. Soil moisture levels can be compared to irrigation schedules and plant water requirements to assist in responsible management of each park and landscape irrigation valve zone.

A. Irrigation Schedule Analysis:

Monthly during irrigation season (March through November), the Contractor will provide the City with the current month's irrigation schedules no later than the 10th day of the month. The irrigation

schedules are analyzed by comparing the minutes of irrigation run time, plant water requirement and the level of environmental demand (evapotranspiration). Valve areas appearing to be over or under watered are to be further tested by the Contractor as outlined below.

B. Soil Moisture Testing:

Valve areas suspected to be over or under watered should be tested between May and October by the Contractor by removing a soil sample and testing the moisture content. Soil probing is conducted to determine soil moisture levels for automated overhead irrigation circuits.

C. Irrigation Base Schedule Development:

A monthly irrigation base schedule is developed based upon current controller settings and the feedback of moisture probing results. Adjustments are made at the controller either up or down where soil is found to be too dry or too wet. Once the Contractor has the correct run times for any given month, the starting "base schedule" is acquired. Adjustments to the "base schedule" shall occur throughout the month to accommodate changes in area use and/or environmental changes to individual sites.

D. Drought Impact on Irrigation:

The Contractor shall comply with all water use regulations and restrictions. In addition, Contractor shall comply with City directed changes in irrigation in response to drought conditions.

E. Irrigation System Evaluation:

December through February of each year the Contractor shall perform a complete system check of every irrigation system. The Contractor shall supply the City with a written report of every system as it is completed. Needed repairs shall occur throughout that same time period, and with the approval of the City, to ensure a fully operational system at the beginning of each spring. System evaluations of head, valves, quick couplers, etc. shall also occur monthly, at a minimum, March through November.

For any controller schedule not supplied by the 10th day of the current month by Contractor in any month, a \$50.00 penalty per controller will be assessed.

City will provide all the water and electricity necessary for the Contractor to perform the services except instances where excessive costs are incurred by the City due to waste or negligence by the Contractor. If the City determines that excessive utility costs due to waste or negligence have occurred and are a result of Contractor's actions, the City may withhold from payment to Contractor those funds necessary to reimburse the City for these additional costs. If there is a difference of opinion between the City and the Contractor as to the whether or not there has been waste due to the negligence of the Contractor, the opinion of the City will prevail.

Irrigation system repair shall occur and be compensated as stated below.

A. Irrigation system repair will be the responsibility of the Contractor. All replacement materials are to be with new original types and models, unless a substitute is approved by the City. The Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranties.

B. Maintenance, repair, and replacement of malfunctioning sprinkler heads and quick couplers, including risers, swing joints, shall be included in the Contractor's base bid. The Contractor shall provide labor for the above items at no extra charge and shall bill the City for the required parts with a maximum mark up of 10% over cost.

C. Maintenance and repair of valves, filters, valve boxes, batteries and wiring shall be covered in the Contractor's base bid. The Contractor shall provide labor for the above items at no extra charge and shall bill the City for the required parts with the agreed upon mark up over cost.

D. Replacement of valves, filters, valve boxes, and wiring shall be considered "extra work" in their entirety. Decisions regarding repair verses replacement will be made by the Contractor and the

City jointly. In the event that there is a disagreement with regards to how to proceed, the City's choice will prevail.

E. Repair and replacement of lateral lines, main lines, check valves, and controllers shall be considered "extra work" in their entirety.

F. Repairs and replacements of any irrigation component or property damaged by the Contractor or as a result of negligence, error, or omission by the Contractor shall not be submitted to the City for payment and are the responsibility of the Contractor.

G. Repair and replacement of any irrigation components or property that is a result of vandalism, or unintentional damage, caused by the public shall be considered "extra work" in its entirety. All vandalized components must be presented to the City within one working day of the repair or replacement in order for the Contractor to be compensated for the repair or replacement. If the vandalized components are not presented within one working day the Contractor will be paid based on the above stated criteria for repair and replacement.

H. When the Contractor observes or is notified of water waste due to excessive overspray, overwatering for irrigation system malfunction, he/she shall respond within 24 hours. Repairs/adjustments shall be completed promptly to prevent damage to the landscape.

2-16 PLANT LOSS

It is one of the Contractor's prime responsibilities to prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, or problems in irrigation.

Contractor agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action. A preliminary written report shall be submitted for major corrective problems not covered in the Contract along with the costs.

Contractor agrees to replace, at the Contractor's cost, any dead, stunted, or damaged that are the result primarily of the Contractor's negligence including, but not limited to, irrigation malfunctions that are not addressed within a reasonable amount of time based on environmental conditions. Plants lost from Contractor's negligence shall be replaced, at the Contractor's expense, within thirty (30) days of discovery. Replacement plants shall be comparable in size to the lost plant up to a maximum size of a thirty-six (36) inch box, or if smaller, the size shall be approved by the City.

The Contractor shall not be held responsible for plant losses due to maladies beyond the Contractor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, storms, freezing/frost, and related events. Contractor shall report all such conditions to the City in writing within seventy-two (72) hours of occurrence, and submit a proposal for the work or repairs along with the costs. The Contractor shall obtain City's written permission/direction or authorization prior to proceeding with the work. Failure to notify the City within seventy-two (72) hours of occurrence will result in replacement at the Contractor's cost as if the cause was Contractor negligence.

The City shall approve all replacement plants that differ in species. However, it is agreed that replacing plants shall not be used by the Contractor as a substitute for proper care. The City will consider Contractor negligence a major breach of contract with full responsibility for costs and losses.

Dead plants and those in a state of decline shall be brought to the City's attention immediately and before removal. The City shall pay labor and material for plant replacement not caused by Contractor negligence, as deemed by the City, on an actual time and material basis.

All new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants and materials shall be inspected and approved by City prior to installation.

At the end or termination of the Contract, the City reserves the sole right to withhold final payment(s) in the amount necessary to replace any damaged or dying plant material that is a result of Contractor negligence or to restore any site which is in a condition that is worse than when the Contract was executed.

2-17 TURF AERATION

The Contractor shall perform core aerations of turf (no mow areas excluded) as part of the base bid. Two (2) aerifications are required in all turf areas each year. Aeration plugs shall be properly destroyed so as to not pose a safety issue or interfere with the use of parks and facilities. The aeration schedule shall be coordinated with the City during the first month of the contract period. Additional turf aerations may be proposed, as "extra work" by the Contractor, in order to meet the designated standard. All proposals, and costs, must be approved by the City prior to additional turf aerations occurring.

2-18 FERTILIZATION

The Contractor will be responsible for performing all fertilizations of turf and landscape and shall be included in the base bid. The fertilization schedule shall be coordinated with the City during the first month of the contract period.

All turf areas (excluding no-mow) shall receive fertilizer applications four times per year. Approximate dates of these are April 1, June 1, September 1, and November 1. Turf is to be maintained in good condition with horticultural acceptable growth and color, and additional fertilization may be required as extra work. Variations to these dates may be required under individual circumstances. All fertilizer shall be approved by the City prior to application.

All shrub, groundcover and no-mow turf areas shall receive fertilizer applications two times per year. Approximate dates of these are March 1 and September 1. Intent is to maintain plants in good condition with horticultural acceptable growth and color. Variations to these dates may be required under individual circumstances. All fertilizer shall be approved by the City prior to application.

2-19 BARK AND MULCH

The Contractor will be responsible for notifying the City when areas are in need of new bark or mulch. The City reserves the right to have the bark installed in any manner that it sees fit and by whomever it sees fit. In the event that the City requests that new bark mulch be added by the Contractor, it will be considered "extra work" in its entirety.

2-20 TREE PRUNING

The Contractor shall prune trees for clearance as part of the base bid. Pedestrian clearance shall be eight feet (8') and vehicular clearance shall be fifteen feet (15'). Responsibility for structural grid pruning, weight reduction pruning, etc. shall not be contained in the base bid and will be considered "extra work". The City reserves the right to perform this work in any manner that it deems appropriate.

2-21 MOWING AND EDGING

Lawn mowing and edging shall be performed as needed to meet the City landscape standards. When lawns cannot be cut on the scheduled day due to rain, they must be cut as soon as weather and ground conditions permit. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree basins, poles, guy wires, irrigation & utility boxes, and any other object within or immediately adjacent to the lawn areas. Turf and plantings around sprinkler heads shall be trimmed to provide maximum water coverage. Trimming shall be done by power edgers or by hand, but in no case will herbicides be permitted without prior written approval. Clippings shall be removed from all adjacent walkways and other paved surfaces immediately after each mowing/edging.

Seed heads on no-mow turf shall be removed on an annual basis. No-mow turf shall be edged as needed to keep from encroaching on walls, fences, sidewalks, etc.

2-22 REFUSE DISPOSAL

Contractor shall blow off all landscape debris/droppings from all areas.

All refuse and recycling materials are to be placed in the trash dumpsters and recycling containers located at the Morgan Hill Corporation Yard. Green waste is to be placed in bins provided by the City at the Bus Yard across the street from the Corporation Yard.

2-23 TRAFFIC CONTROL

Traffic control shall conform to the latest Caltrans Standards to ensure safe flow of traffic and safety of workers in traffic zones. All traffic control costs shall be included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

The Maintenance Manager shall be notified prior to any road closures. No traffic lanes on Dunne Avenue, Cochrane Road, Butterfield Blvd., Tennant Ave., or Monterey Road may be closed before 9:00 a.m. or after 3:00 p.m. without written permission from the Maintenance Manager. Access to driveways shall be maintained at all times.

When entering or leaving roadways which bear public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The provisions in this section may be modified or altered if, in the opinion of the Maintenance Manager, public traffic will be better served and work expedited. Such modifications or alterations shall not be adopted until approved in writing by the Maintenance Manager.

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

Please see attached Bid Schedules for Group 2, Group 4 and Extra Work-Hourly Rates.

Attachment: Brightview MSA_Landscape Groups 2 and 4 (2044 : Award Landscape Maintenance Groups 2 and 4)

BrightView Landscape Services, Inc

FORM 1 - BID SCHEDULE

2019-2020 Landscape Maintenance Services
Group 2: Morgan Hill City Facilities

Group 2		Column A		Column B
Location	Landscape Maintenance (Irrigation Excluded)	Irrigation Maintenance	Annual Amount (Landscape + Irrigation)	Bid Total: Two-Year Amount
Civic Center	\$ 1,680 per month	\$ 84 per month	\$ 21,168	\$ 42,336
Community and Cultural Center	\$ 1,680 per month	\$ 84 per month	\$ 21,168	\$ 42,336
Centennial Recreation Center	\$ 1,190 per month	\$ 60 per month	\$ 15,000	\$ 30,000
Skate Park	\$ 100 per month	\$ 15 per month	\$ 1,380	\$ 2,760
Wildlife Trail	\$ 175 per month	\$ 22 per month	\$ 2,364	\$ 4,728
Aquatics Center	\$ 1,674 per month	\$ 90 per month	\$ 21,168	\$ 42,336
Police Department	\$ 840 per month	\$ 42 per month	\$ 10,584	\$ 21,168
TOTAL GROUP 2	\$ 7,339 per month	\$ 397 per month	\$ 92,832	\$ 185,664

Group 2 Bid Total (Column B)	\$ 185,664.00
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THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

Attachment: Brightview MSA_Landscape Groups 2 and 4 (2044 : Award Landscape Maintenance Groups 2 and 4)

FORM 1 CONTINUED - BID SCHEDULE

2019-2020 Landscape Maintenance Services
Group 4: Assessment Districts, North/East

Group 4			Column A	Column B
Location	Landscape Maintenance (Irrigation Excluded)	Irrigation Maintenance	Annual Amount (Landscape + Irrigation)	Bid Total: Two-Year Amount
Fox Hollow/Murphy Springs	\$ 142 per month	\$ 23 per month	\$ 1,980	\$ 3,960
Llagas Creek Estates	\$ 137 per month	\$ 23 per month	\$ 1,920	\$ 3,960
Sparhawk	\$ 138 per month	\$ 23 per month	\$ 1,932	\$ 3,960
Change/Bertelone	\$ 138 per month	\$ 23 per month	\$ 1,932	\$ 3,960
Llagas/Obata	\$ 85 per month	\$ 14 per month	\$ 1,188	\$ 2,376
Belle Estates	\$ 500 per month	\$ 51 per month	\$ 6,612	\$ 13,224
Diana Estates	\$ 400 per month	\$ 43 per month	\$ 5,316	\$ 10,632
Stone Creek	\$ 475 per month	\$ 51 per month	\$ 6,312	\$ 12,624
Sandalwood	\$ 25 per month	\$ 0 per month	\$ 300	\$ 600
TOTAL GROUP 4	\$ 2,040 per month	\$ 251 per month	\$ 27,492	\$ 54,984

Group 4 Bid Total (Column B)	\$ 54,984.00
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THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

Attachment: Brightview MSA_Landscape Groups 2 and 4 (2044 : Award Landscape Maintenance Groups 2 and 4)

BrightView Landscape Services, Inc

FORM 1 CONTINUED- BID SCHEDULE**REVISED 2019-2020 Landscape Maintenance Services****Extra Work Hourly Rates**

Extra Work- All Locations	Hourly Rate
<u>Labor Rate including work truck & tools</u>	
Landscape Maintenance Laborer	\$ 45.00
Landscape Maintenance Construction Laborer	\$ 59.00
Landscape Pipefitter	\$ 89.00
Landscape Assistant Journeyman	\$ 67.00
Supervisor	\$ included in contract
<u>Emergency/After Hour Response Labor Rate including work truck & tools</u>	
Landscape Maintenance Laborer	\$ 67.00
Landscape Maintenance Construction Laborer	\$ 80.00
Landscape Pipefitter	\$ 120.00
Landscape Assistant Journeyman	\$ 85.00
Supervisor	\$ included in contract
<u>Equipment</u>	
Spray Equipment	\$ 50.00
Tractor with implements	\$ 75.00
Slit Seeder	\$ 0.00
Mower	\$ 0.00
Other (describe): _____	
<u>Supplies</u>	
Materials mark-up over cost	15 %

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

Work to be scheduled per Exhibit A above in coordination with Maintenance Manager, Maintenance Coordinator or Maintenance Specialist.

Attachment: Brightview MSA_Landscape Groups 2 and 4 (2044 : Award Landscape Maintenance Groups 2 and 4)



CITY COUNCIL STAFF REPORT

MEETING DATE: November 28, 2018

PREPARED BY: Jim Crawford, Division Chief of Operations for Morgan Hill Fire
APPROVED BY: City Manager

APPROVE CONSULTANT AGREEMENT WITH CITYGATE ASSOCIATES, LLC., FOR FIRE STANDARDS OF COVERAGE (SOC) STUDY AND COMMUNITY RISK ASSESSMENT, AND REIMBURSEMENT AGREEMENTS WITH CITY OF GILROY AND SOUTH SANTA CLARA COUNTY FIRE DISTRICT

RECOMMENDATION(S)

1. Approve and authorize the City Manager to review, negotiate, amend, and execute a consultant agreement with Citygate Associates, LLC for a Sub-Regional South County Standards of Coverage (SOC) and community risk assessment study in the amount of \$79,530;
2. Authorize the expenditure of contingency funds not to exceed \$3,970;
3. Adopt resolution amending the Fiscal Year (FY) 2018-19 adopted budget, to appropriate \$83,500 from the General Fund (010) for the study to be prepared by Citygate Associates, LLC; and
4. Approve and authorize the City Manager to review, amend, and execute reimbursement agreements with the City of Gilroy (\$31,520) and South Santa Clara County Fire District (\$24,735) for their share of the study, including any future amendments subject to change in scope, up to the available contingency amount of \$3,970.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Protecting the Environment
Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust

2018 Strategic Priorities

Financial Stewardship
Regional Initiatives

GUIDING DOCUMENTS

Public Safety Master Plan
Station Area Master Plan

REPORT NARRATIVE:

In early 2000's, South County fire departments including Gilroy Fire, South Santa Clara County Fire District, and Central Fire Protection District (Morgan Hill) requested risk assessments, Standards of Coverage (SOC) and other related performance studies for fire protection efficiencies as part of the look at fire protection. The studies were conducted by Citygate Associates, LLC. and were done independently by each department to provide each an understanding of their service models, community risk,

standards of coverage and recommended changes to governing bodies for the future development of their agencies.

In 2006, a report (Attachment No. 3) was requested and provided by Citygate as part of an effort to study Sub-Regional reorganization of the fire departments in South Santa Clara County. From this report, and the earlier independent SOC studies, South County has seen a regionalization of fire services. Two recommendations of note were for the City of Morgan Hill to work with CAL FIRE to provide administration and fire protection for the City of Morgan Hill, which took place in 2012-2013, and the implementation of a three-department operational boundary drop and shared battalion chief officer coverage.

Since the previous reports, South County Sub-Region continues to see changes in the area including a significant increase of calls for service totaling greater than 30% over the last 5 years in Morgan Hill City. Population in the region continues to increase and transportation routes continue to see increased congestion.

In 2015, The Center for Public Safety Management (CPSM) conducted a management study for South Santa Clara County Fire and Morgan Hill City Fire and provided recommendations for both departments including the completion of a hazard assessment and completion of a new SOC.

South County Sub-Region fire departments mutually agree that a new SOC and community risk assessment is needed.

The Commission on Fire Accreditation International (CFAI) has published a methodology that outlines the creation of an SOC. The methodology can be completed either internally by administrative staff or externally by a consultant group. Recommendation from the fire agencies in the Sub-Regional South County would be to have an unbiased third-party consultant conduct the study. Current personnel in administration do not have the necessary work capacity and experience to take on this project, and the complexity of three different fire departments requires a high level of experience and knowledge to complete such a study. It would likely take one full time dedicated staff member from each agency to conduct the study and could take one full year to complete. Citygate Associates, LLC. has provided services in the past, to the City and the other Sub-Regional agencies, with successful completion. Citygate has expert and historical knowledge of the agencies involved in the study. Citygate has completed many similar studies and has the knowledge and depth of personnel to complete the study in a timely manner. For these reasons, staff views that Citygate Associates, LLC. is the most qualified consultant for this project. Per section 3.04.240 of the Municipal Code, staff views that the bidding process is unlikely to result in a better qualified consultant at a lower price.

Citygate would provide a Standards of Coverage (SOC) and community risk assessment in accordance with the methodology outlined in *Standards of Coverage* (6thed.) as published by the CFAI. The study will also provide guidelines on best practices in the field of deployment and risk analysis as outlined by the National Fire

Protection Administration (NFPA), Insurance Services Office (ISO), California Occupational Safety and Health Administration (Cal OSHA), relevant Federal and State laws and regulations, the International Association of Fire Fighters (IAFF) and other recognized industry best practices.

Each of the agencies have agreed on the direction to utilize Citygate and agreed to share the costs based on a per station basis. City of Morgan Hill will be the contracting party with Citygate and will seek reimbursement through agreements with the City of Gilroy and the South Santa Clara County Fire District, for their proportionate shares.

COMMUNITY ENGAGEMENT: Inform

The final report will be brought to Council for review and acceptance, and the document will be available for view by the public.

ALTERNATIVE ACTIONS:

Council could elect to not approve the consultant agreement for the Standards of Coverage Study and Report with Citygate, and instead go through a bidding process. However, it has been determined that the bidding process is not likely to result in finding another consultant that can perform the study at a lower price and would cause delay in the execution of the contract. It is also likely the study would be continued by the other departments which would result in a study that would not be regional in nature, as recommended by the other fire departments, and regionalization of public safety/fire has been a Council goal.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

None.

FISCAL AND RESOURCE IMPACT: Morgan Hill's share of the study's cost is proposed at \$23,275. However, since the City of Morgan Hill will be the primary contracting agency with Citygate, appropriations in the amount of \$83,500, including \$3,970 for contingency, are being requested via the budget resolution (Attachment No. 2), with an understanding the City will be reimbursed by the City of Gilroy and South Santa Clara County Fire District for their proportionate share, including any future changes in scope.

The cost per agency is as following:

Agency	Number of Stations	Citygate Project Amount
Gilroy	3	\$31,520
Morgan Hill	2	23,275
South Santa Clara County Fire District	3	24,735
Proposal Total	8	79,530
<i>Contingency</i>		<i>3,970</i>
Total Appropriation Request		\$83,500

Staff Resources:

Select City teammates will be involved in the onboarding process with Citygate Associates, LLC., as part of the initial and final phase of the project. Fire teammates will be utilized to provide fire data as part of the items collected by the consultant for the Standards of Coverage.

CEQA (California Environmental Quality Act):

Not a Project, as an organizational and administrative activity of the City, this study will not result in any direct or indirect physical changes in the environment.

LINKS/ATTACHMENTS:

1. Citygate Associates Agreement.REV
2. Budget Resolution
3. 2006 -South County Sub-Regional Consolidation Feasability Report
4. Citygate Proposal - City of Morgan Hill and Partners (11-20-18)
5. South Santa Clara County Fire District RA
6. Reimbursement Agreement between the City of Morgan Hill and the City of Gilroy

CONSULTANT AGREEMENT CITYGATE ASSOCIATES, LLC

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Citygate Associates, LLC a California limited liability company ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on _____, _____, 20____.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until December 31, 2019 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be to conduct a Standards of Coverage Assessment of Regional Fire Protection in South Santa Clara County including but not limited to the City of Morgan Hill, The City of Gilroy and the South Santa Clara County Fire Protection District and provide a single regional report to the three fire protection agencies as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$79,530. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed seventy-nine thousand and five hundred thirty dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. The City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council.
 - 4.2. **Billing.** CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation

has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The CITY Manager of CITY is authorized to terminate this AGREEMENT, in whole or in part, on behalf of CITY.

6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY's City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If CONSULTANT desires to leave or store any of CONSULTANT's equipment at a CITY site while CONSULTANT is performing work or service pursuant to this Agreement, CONSULTANT will first obtain the consent of CITY's City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at CONSULTANT's sole risk.

7. **Insurance Requirements.** CONSULTANT shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of CONSULTANT, including its subcontractors, employees and agents, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. CONSULTANT further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONSULTANT, at any time as deemed necessary to protect the interests of the CITY.

7.1. **Insurance Types and Amounts.**

7.1.1. **Commercial General Liability (CGL).** CONSULTANT shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.2. **Automobile Liability.** CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.3. Workers' Compensation Insurance and Employer's Liability. CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT'S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.5. Professional Liability.

7.1.5.1. If the performance of CONSULTANT's work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.

7.1.5.2. If the performance of CONSULTANT's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.5.3. If the performance of CONSULTANT's work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance

available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- 7.2. **Endorsements.** CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

7.2.1. **General Liability.**

7.2.1.1. The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;

7.2.1.2. the insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,

7.2.1.3. insurance shall be primary non-contributing.

7.2.2. **Workers Compensation.**

If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

- 7.3. **Qualification of Insurers.** All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.

- 7.4. **Certificates.** CONSULTANT shall furnish CITY of Morgan Hill with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the CONSULTANT's agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

8. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law.**

- 9.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
- 9.2. Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against CONSULTANT and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that CONSULTANT or an subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where CONSULTANT or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, the City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

10. **Independent Contractor**. CONSULTANT is an independent contractor and not an agent or employee of CITY.
11. **Confidentiality**. All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.
12. **Conflict of Interest and Reporting**. CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
13. **Notices**. All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

Citygate Associates, LLC
2250 East Bidwell St., Suite 100
Folsom , CA 95630

Address of CITY is as follows:

City Manager	with a copy to:
City of Morgan Hill	City Clerk
17575 Peak Avenue	City of Morgan Hill
Morgan Hill, CA 95037	17575 Peak Avenue
	Morgan Hill, CA 95037

14. **Licenses, Permits and Fees**. CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.
15. **Maintenance of Records**.
 - 15.1. **Maintenance**. CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation,

audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then CONSULTANT shall retain said records until such action is resolved.

15.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

15.3. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

16. **Familiarity with Work.** By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

17. **Time of Essence.** Time is of the essence in the performance of this Agreement.

18. **No Assignment.** Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY's option, shall terminate this Agreement effective as of the date of such attempted assignment.

19. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

20. **Defense and Indemnification.**

20.1. **Defense and Indemnification.** CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

20.2. **Exceptions.** CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the CITY.

20.3. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMs alleged against an INDEMNITEE, regardless of whether any insurance

policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

20.4. **Right to Offset.** CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (20) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

20.5. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

21. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

22. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

23. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

24. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

25. **Binding Agreement.** Notwithstanding the provisions of Section 18 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

[Signatures on Next Page]

26. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
 (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

 City Clerk/Deputy City Clerk

 City Manager

 Michelle Bigelow
 Print Name

 Christina J. Turner
 Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

Citygate Associates, LLC

 City Attorney

By: _____

 Donald A. Larkin
 Print Name

 Print Name and Title of Signer.
 If Corporate: Chairman, President or
 Vice President

Date: _____

Date: _____

By: _____

 Print Name and Title of Signer.
 If Corporate: Secretary, Assistant
 Secretary, Chief Financial Officer or
 Assistant Treasurer

Date: _____

EXHIBIT A SCOPE OF SERVICES

4.a

Process

Citygate will conduct a Standards of Coverage assessment for the City of Morgan Hill and the partner Departments in South Santa Clara County, conforming to the Center for Public Safety Excellence guidelines, as well as other applicable nationally recognized guidelines and best practices, Federal and State mandates, and pertinent local and regional operating procedures.

Citygate's Standards of Coverage (SOC) and community risk assessment studies shall be performed in accordance with the methodology outlined in *Standards of Response Coverage* (6th ed.) as published by the Commission of Fire Accreditation International (CFAI). Citygate's studies also incorporate guidelines and best practices in the field of deployment and risk analysis from the National Fire Protection Association (NFPA), Insurance Services Office (ISO), California Occupational Safety and Health Administration (Cal/OSHA), relevant Federal and State laws and regulations, the International Association of Fire Fighters (IAFF), and other recognized industry best practices.

In addition to Citygate's customary techniques of reviewing agency documentation and conducting stakeholder listening interviews, Citygate will:

- ◆ Use Esri ArcGIS to prepare analysis maps of the three Departments' deployment situation.
- ◆ Use an incident response time analysis program called StatsFD™ to review the statistics of prior incident performance. The results will be plotted not only on graphs and charts, but “live” using 3D tools over Google Earth images. All SOC statistics reports and Google Earth models will be provided to the Departments for ongoing comparative use over time.

Detailed Scope of Services and Project Work Plan

Citygate will review the proposed Work Plan and schedule with the Departments' leadership prior to initiating any work. After obtaining additional input, Citygate will finalize the Work Plan and the accompanying project schedule.

The core methodology used by Citygate in the scope of its deployment analysis work will be that of the Standards of Coverage systems approach to fire department deployment as published by the CFAI. This is a systems-based approach using local risk and demographics to determine the level of protection best fitting the Departments' needs.

The study will include the following components of the Standards of Coverage process:

Standards of Coverage Process Elements

	SOC Element	Description
1	Existing Deployment Policies	A review of current agency deployment policies.
2	Community Outcome Expectations	A review of the community's expectations relative to the agency's response to emergencies, as well as a description of the community being served.
3	Community Risk Assessment	A review of the assets at risk within the community.
4	Critical Task Study	A review of the essential tasks that must be performed and the personnel required to deliver a stated outcome for an Effective Response Force (ERF).
5	Distribution Study	A review of the spacing of initial response (first-due) resources (typically engines) to control routine emergencies.
6	Concentration Study	A review of the spacing of fire stations so that larger or more complex emergencies receive sufficient resources in a timely manner (Effective Response Force).
7	Reliability and Historical Response Effectiveness Studies	Using recent prior response statistics, determining historical system performance, and the percentage of conformance to established response performance goals that the existing deployment system delivers.
8	Overall Evaluation	Proposing Standard of Coverage statements and performance measures by risk type as appropriate, as well as compliance methodology.

Source: CFAI Standards of Cover, 5th edition

Changes in deployment, if desirable, will be identified along with likely timing. The Citygate team shall develop specific recommendations tailored to the local situation that are implementable. Citygate will specifically identify what is working well, where improvements are needed, and what new resources, if any, would be needed to implement the recommendations. Recommendations will consider the cost and the Departments' ability to implement them.

Citygate's Work Plan is comprised of four tasks that will be explained throughout this section. Throughout the entire project duration, Citygate will monitor engagement progress and completion of tasks, including providing monthly written status reports and oral communications, as needed.

Task 1: Initiate and Manage the Project, Data Collection, and Stakeholder Interviews

Subtasks:

Citygate and Department project representatives will hold a startup meeting to refine the issues to be addressed by this project, as well as the schedule, budget, and methods of data collection and analysis.

Obtain and Review Department Data and Information

- ◆ At the start of the project, Citygate will develop and submit a list of requested data and information relevant to this project, including County and City General Plans, growth forecasts, and any appropriate prior studies in the study area. Citygate will also request Fire Department documentation, including, as available, dispatch data, fleet inventory, facility information, current personnel, equipment and other operating costs, and other relevant information. Once Citygate receives the requested documentation from the Departments, Citygate will review it prior to the startup meeting and stakeholder interviews in the following subtask.
- ◆ Citygate will additionally request Department and other available GIS data layers, hazard and risk-related information, travel time performance measure(s), and historical calls-for-service data from the Departments' data systems.

Meet with Department Representatives to Initiate Project

- ◆ Citygate will, in collaboration with Department leadership, review and finalize a detailed Work Plan, project schedule, schedule of activities, project deliverables, roles and responsibilities, and project benchmarks. These tools will assist both the consultants and Department staff to monitor the progress of the study.
- ◆ A key to a successful consulting engagement is a mutual understanding of the project's scope and objectives. In Citygate's experience, this early effort to clearly define expectations, roles, and lines of communications results in a better focus on substantive issues as the engagement progresses.
- ◆ To enhance Citygate's understanding of the issues at stake in this project, Citygate will meet with, as appropriate and as requested:
 - Elected or appointed community officials
 - Fire Department leadership/key staff
 - Employee labor group leadership
 - Other project stakeholders as requested or appropriate.

Driving Assessment of the Departments' Service Area

As part of the initial site visit, Citygate will tour the combined service area with an experienced command chief to visually understand the geography, transportation network, facilities, and building and other potential natural and human-caused hazards and risks to compare and contrast what is seen versus what existing documents typify and quantify.

Ongoing Project Management

Throughout the entire project duration, Citygate will monitor engagement progress and completion of tasks, including providing monthly written status reports and oral communications, as needed.

Meetings and Deliverables

There will be one *one-day* on-site trip during this task to initiate the project, establish relationships, conduct stakeholder interviews, and tour the Departments' service area and facilities.

Citygate will deliver, in writing, the final project schedule and the data/document request questionnaire.

Task 2 Standards of Coverage Assessment

Subtasks:

Describe the Community Served and Existing Deployment

The Citygate team will understand and describe the Departments' current deployment model, including:

- ◆ Service area population and demographics
- ◆ History, formation, and general description of the Departments
- ◆ Geographic response areas
- ◆ Identification of risk assessment sub-zones in collaboration with the Departments' leadership
- ◆ Identification of the values at risk within the Departments' service areas
- ◆ Identification of the natural and human-caused hazards with potential to adversely impact the joint service area
- ◆ Determination of probability of occurrence for each identified hazard by sub-zone
- ◆ Identification and quantification of appropriate impact severity factors for each identified hazard
- ◆ Determination of overall likely impact severity by hazard for each sub-zone.

Perform Critical Task Time Studies

Citygate will assist the Departments in conducting critical task time studies for typical emergency incident types. As an alternative, Citygate can use aggregate critical crew task times from other client agencies similar to the Departments.

Perform Distribution Study

Citygate will use the FireView software GIS mapping tool to study the effectiveness of existing station locations to understand the existing deployment system performance and test proposed service measures by risk types in different zones for first-due, all-risk units. Citygate's distribution study will include traffic congestion modeling.

Perform Concentration Study

Citygate will conduct a comprehensive analysis of the Departments' capability to achieve an Effective Response Force (ERF) to resolve more serious or complex situations. Citygate's concentration study will include traffic congestion modeling.

Assess Reliability and Historical Response Effectiveness

Citygate will utilize StatsFD™ software to provide a comprehensive statistical analysis of:

- ◆ Current workload of each fire company, including unit hour utilization
- ◆ Actual or estimated failure rates of individual companies
- ◆ Concurrent service demand and operational impacts
- ◆ Historical response performance components
- ◆ Mutual and automatic aid provided and received.

Perform Overall Evaluation

- ◆ Citygate will provide an overall deployment analysis summary with recommended performance objectives by risk type, including measures and compliance methodologies that best align with recognized industry best practices, community expectations, and current and prospective future Department resources.
- ◆ Citygate will identify areas that are underserved, inefficient, or over-covered.
- ◆ Citygate will identify viable service delivery alternatives that consider the geographic and financial resource limitations of the agencies, if any.
- ◆ Citygate will identify current deployment, areas for improvement, and comparative analysis to industry best practices.

Meetings and Deliverables

There are no on-site meetings anticipated for this task. The findings and recommendations from this task will be incorporated into the report drafts in Task 4.

Task 3: Future Service Needs and Alternative Service Models

In this task, Citygate will evaluate projected future population growth and development within the Departments to project future service demand by risk type and identify and evaluate future service demand and potential alternative service models.

Subtasks:

Identify Future Fire Department Resource, Staffing, and Facility Needs

- ◆ Identify projected future service area population growth and related development.
- ◆ Project incremental future service demand by risk type.
- ◆ Identify projected future resource, facility, and staffing needs.

Identify Viable Alternative Service Delivery Models

- ◆ Develop viable alternatives for providing emergency and non-emergency response services within the geographic and financial resource limitations of the Departments, if any.

There are no on-site meetings anticipated for this task. The findings and recommendations from this task will be incorporated into the report drafts in Task 4.

Task 4: Conduct Preliminary Findings briefing; Prepare and Deliver Draft and Final Reports

The entire Citygate Project Team will develop a comprehensive written report, including findings, recommendations, and exhibits.

Subtasks:

Prepare and Conduct a Preliminary Findings Briefing

- ◆ Upon completion of Tasks 2 and 3, Citygate will conduct an on-site briefing of Citygate's deployment analysis; risk assessment; future service demand and projected future resource, staffing, and facility needs; and viable alternative service delivery models. During this briefing, Citygate will discuss any anomalies in the data and resolve any remaining issues.
- ◆ Pursuant to any input received from the Departments' project team, Citygate will make any data-driven changes in the response and risk assessment models and then refinements, if needed, will be incorporated into Citygate's Draft Report.

Prepare a Comprehensive Draft Report with Exhibits

- ◆ The entire Citygate team will prepare a comprehensive Draft Report, including statistical and geographic mapping exhibits.
- ◆ Upon completion of the Draft Report, an electronic version in Microsoft Word will be sent to the Departments' project representative for comments using the track changes and insert comments tools in Microsoft Word.

Review Draft Report with the Departments' Project Team

- ◆ Citygate's normal practice is to review the Draft Report via teleconference with management personnel to ensure that the factual basis for Citygate's recommendations is correct and to allow time for a thorough review. In addition, Citygate take time to discuss any areas that require further clarification or amplification. It is during this time that understandings beyond the written text can be communicated.

Prepare and Submit Final Report

- ◆ The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how Citygate's review was conducted, what issues were identified, why Citygate's recommendations were made, and how implementation should be accomplished.
- ◆ Based on the results of Citygate's Draft Report review process, Citygate will prepare and submit an Executive Summary and comprehensive Final Report to include appropriate statistical and mapping exhibits.

Meetings and Deliverables

There will be one on-site meeting for this task to conduct Citygate's preliminary findings briefing with the Departments' executive team, as well as one additional on-site visit per agency to present the Final Report.

Deliverables for this task include a preliminary findings briefing and a comprehensive written Draft Report and Final Report, including statistical and mapping exhibits.

Citygate will present the Final Report to the Board of Directors of the Fire District and each city council in three separate meetings as required.

Final Report Components

Citygate's final work product will include:

1. An analysis of the effectiveness of current fire station locations.
2. An analysis of the efficiency of the current deployment scheme of resources within the Departments' fire stations.
3. An analysis of the Departments' ability to meet the listed recommendations.
4. An analysis of the values to be protected in the Departments, along with identification of potential hazards.
5. Recommendations for changes in fire station locations, if needed, to meet current and future needs and to optimize service delivery.
6. Recommendations for deployment of new resources to meet current and future needs.
7. Provision of supporting colored maps and other visual data to fully illustrate the current situation and consultant recommendations. This information shall be provided in both hard copy format and computerized format.

The Final Report will be delivered electronically in Adobe Acrobat (.PDF) format.

Study Components with Which the Departments Must Assist

Both Citygate and the Departments understand the economic constraints related to a project of this complexity. The Departments have the best capability to collect much of the required data that can assist Citygate with this study. Therefore, the Departments will assist Citygate by:

- ◆ Providing City/Department data and documents describing the organization, services, budgets, expenses and performance measures, and other information as requested by Citygate as available.
- ◆ Providing electronic incident response data in a format requested by Citygate.
- ◆ Identifying a single point of contact for this project.

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

Total Project Cost Summary

Consulting Fees of Project Team	Reimbursable Expenses	GIS	Administration	Total Citygate Project Amount
\$66,495	\$760	\$8,950	\$3,325	\$79,530

Ten percent (10%) of the project cost shall be advanced at the execution of the contract, to be used to offset Citygate's start-up costs. This advance will be credited to the last invoice.

City of Morgan Hill will be billed monthly for time, reimbursable expenses incurred at actual costs (travel), plus a five percent (5%) administration charge in lieu of individual charges for copies, phone, etc.

Invoices shall be paid within 30 days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter.

Standard Hourly Billing Rates

Classification	Rate	Consultant
Citygate President	\$225 per hour	David DeRoos
Public Safety Principal	\$250 per hour	Stewart Gary
Senior Fire Services Specialist / Project Manager	\$210 per hour	Samuel Mazza
Statistical Specialist	\$195 per hour	Michael Fay
Geo-Mapping Specialist	\$195 per hour	TriTech
Report Project Administrator	\$125 per hour	Chad Jackson
Administrative Support	\$95 per hour	Various

EXHIBIT C SCHEDULE OF PERFORMANCE

Citygate anticipates the duration of this project to be five months and is available to start immediately upon execution of a Professional Services Agreement or contract for services. A summary of the proposed project schedule is presented in the following table:

Project Schedule

Task		Month 1				Month 2				Month 3				Month 4				Month 5			
1	Initiate and Manage Project																				
2	SOC Assessment																				
3	Future Service Demand / Alternative Service Models																				
4	Findings Briefing; Draft and Final Report																				

● On-site meeting/briefing

Project Site Visit Schedule

The following is our schedule of on-site visits/meetings:

Task 1:

- ◆ One-day site visit to conduct the project start-up meeting, stakeholder interviews, and tour the Departments' facilities and service area.

Task 4:

- ◆ One partial-day site visit to conduct the preliminary findings briefing.
- ◆ One partial-day site visit per agency to deliver the Final Report presentation.

RESOLUTION NO.____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO THE CITY'S FISCAL YEAR 2018-2019 ADOPTED BUDGET TO APPROPRIATE \$83,500 FROM THE GENERAL FUND (010) FOR THE COMPLETION OF STANDARD OF COVERAGE STUDY WITH CITYGATE AND ASSOCIATES, LLC., THEREFORE

WHEREAS, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City"), is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the reasons supporting the entrance of the City into that certain agreement described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council Staff Report entitled "Consultant Agreement with Citygate and Associates, LLC., for Fire Standards of Cover (SOC) Study and Community Risk Assessment, and Reimbursement Agreements with City of Gilroy and South Santa Clara County Fire District" submitted for City Council consideration at its meeting of November 28, 2018, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, recommended amendments are needed and proposed to the City's previously adopted Budget for Fiscal Year 2018-2019, as set forth on Exhibit A to this Resolution, to appropriate the requisite funds to implement the actions authorized by this Resolution; and

WHEREAS, the activities allowed under this Resolution do not constitute a project under the provisions of California Environmental Quality Act of 1970; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such date the City Council conducted a duly noticed public meeting at which the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

- a. That the City's previously adopted Fiscal Year 2018-2019 Budget, as the same has been amended to date, is hereby further amended in accordance with and as reflected on Exhibit A attached hereto and incorporated herein by this reference; and
- b. That the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the City's Finance Director, who is hereby authorized and directed to take all actions necessary to implement the terms of this Resolution pertaining to the Fiscal Year 2018-2019 City Budget.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 28th day of November 2018 by the following vote:

AYES: **COUNCIL MEMBERS:**
NOES: **COUNCIL MEMBERS:**
ABSTAIN: **COUNCIL MEMBERS:**
ABSENT: **COUNCIL MEMBERS:**

APPROVED:

ATTEST:

STEVE TATE, Mayor

IRMA TORREZ, City Clerk

∞ CERTIFICATION ∞

I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No.18-XXX, adopted by the City Council at the meeting held on November 28, 2018.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

IRMA TORREZ, City Clerk

EXHIBIT A**AGENDA BUDGET SCORECARD**

FISCAL YEAR 2018-19

ADJUSTMENT #

019

FUND:

010 General Fund

DEPARTMENT:

3510 Fire Administration

OBJECT:

42231 CONTRACT SERVICES (010.37721 - Reimbursement)

AGENDA DATE:

11/28/18

AGENDA ITEM TITLE:

Standard of Coverage Study with Citygate and Associates, LLC.

	07/01/18 PROJECTED BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	06/30/19 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	17,687,052	41,264,549	41,658,489	17,293,112
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	268,495	489,071	(220,576)
RECOMMENDED ACTION	-	56,255	83,500	(27,245)
RESULT OF RECOMMENDED ACTION	<u>17,687,052</u>	<u>41,589,299</u>	<u>42,231,060</u>	<u>17,045,291</u>

■ ■

**SUB-REGIONAL FIRE
DEPARTMENT RE-
ORGANIZATION FEASIBILITY
STUDY FOR THE
SOUTH SANTA CLARA
COUNTY AREA FIRE
DEPARTMENTS**

Final Report

VOLUME 1 OF 2 – REPORT

JUNE 2, 2006

■ ■



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Volume 2 of 2 (separately included)

Map Atlas

EXECUTIVE SUMMARY

INTRODUCTION AND SCOPE OF THE STUDY

This project involved Citygate's study of the fire services risk within the South Santa Clara Valley served by three fire departments, to review the current capacity of the Departments to respond to emergency fire and medical incidents within the area, the fiscal capacity of the Fire Departments and the jurisdictions to provide adequate fire and medical emergency response, to determine if any service realignments and or partnerships could enhance fire services while providing cost control, and to identify the location(s) of stations and crew quantities that would be needed to serve the South Santa Clara Valley areas at build-out. Concurrently, fiscal information was developed and then integrated with the fire deployment recommendations to provide the jurisdictions and communities an ability to make fire service level decisions within the local ability to pay.

For the purposes of this fire services study, Citygate used many of the components of the Standard of Response Cover process to understand risks in the South Santa Clara Valley, how the fire departments are staffed and deployed today, and then modeled those parameters using geographic mapping and response statistical analysis tools. Thus, the deployment recommendations in this report are tailored to the South Santa Clara Valley's unique needs, and were not taken from other agencies or national recommendations.

SUMMARY OBSERVATIONS AND RECOMMENDATIONS

Both the two cities and the South Santa Clara County Fire District all have the need to improve fire service deployment by adding fire stations and increasing daily fire crew staffing levels. In some cases, the South Santa Clara County Fire District may also choose to relocate fire stations. Additionally, Morgan Hill and the South Santa Clara County Fire District do not have adequate chief officer coverage for incident command after normal business hours.

Due to the wide difference in cost structures in the three fire departments in the study area, at this time a full consolidation of the three fire agencies is impractical because a consolidated agency would experience costs at least equal to the average wage and benefit structure paid by surrounding jurisdictions. At best, Morgan Hill might experience a small cost increase over their present contract arrangement with the Santa Clara County Fire Department, but the South Santa Clara County Fire District would experience a substantial increase since the per-station cost and salary and benefit structure under the California Department of Forestry and Fire Protection (CDF) contract is substantially less than that of either Morgan Hill or Gilroy. The South Santa Clara County Fire District does not presently have the revenue to support this cost increase, and Morgan Hill does not have the revenue base to improve their current level of service under either a consolidated fire district or their current contract arrangement with the Santa Clara County Fire Department.

While a full consolidation normally controls costs by spreading the headquarters staffing functions over a larger fire station base when small departments come together, that is not possible in this study area. Both Morgan Hill and the South Santa Clara County Fire District do not pay for full headquarters staff levels under their existing contracts. A full consolidation or

JPA could share Gilroy's headquarters staffing over the entire study area, but both Morgan Hill and the South Santa Clara County Fire District would have to raise revenue just to cover increased headquarters cost share payments before they added even one new, line firefighter.

However, there are strong opportunities for service area re-alignments and contract for service partnerships that would enhance services at less cost than if each agency were to enhance their own fire service without regard to the service levels and changes in neighboring agencies. There are two examples of this:

- ◆ Morgan Hill contracts either with the California Department of Forestry and Fire Protection (CDF) totally, or in conjunction with the South Santa Clara County Fire District/CDF contract for one southern Morgan Hill fire station. The cost of a CDF fire station for Morgan Hill will be substantially less than adding an additional fire station under the present Santa Clara County Fire Department contract.
- ◆ The South Santa Clara County Fire District could relocate a station to improve staffing elsewhere and pay Gilroy for responses where Gilroy stations are closer to South Santa Clara County Fire District areas. This is less costly than the South Santa Clara County Fire District operating its own station in areas that have few calls for service. A contract price with Gilroy could recognize the small number of calls for service that Gilroy would need to respond to in South Santa Clara County Fire District's service area.

OPERATIONAL ANALYSIS

The South Santa Clara Valley is presently served by three different fire departments due to long standing historical decisions. The City of Morgan Hill currently contracts for fire services from the Santa Clara County Fire Department (legally known as the Central Fire District), which also serves Cupertino, Saratoga, Monte Sereno and adjacent unincorporated areas. The District also contracts with Los Gatos, Campbell, Los Altos and the Los Altos Hills County Fire District.

The South Santa Clara County Fire District, which is a dependent District under the Santa Clara County Board of Supervisors, serves the unincorporated area generally south of the City of San Jose and around the cities of Morgan Hill and Gilroy. For many years, the South Santa Clara County Fire District has contracted for services with the California Department of Forestry and Fire Protection (CDF).

The City of Gilroy operates its own fire department. While the fire agencies provide "first responder" paramedic services from their fire engines, paramedic ambulance transport is provided by a private contractor managed by Santa Clara County Emergency Medical Services.

Each of the three agencies is really quite different in geographic size/population, and fire service configuration. The table below gives a quick picture that becomes important in both the operational and the fiscal analysis in this report.

Agency	Sq. Miles	Population	Calls for Service	# of stations	Daily Career Suppression Staffing	Headquarters Staffing
Santa Clara County (Morgan Hill)	12	36,423	2,200	2	6	3+ County HQ staff
South Santa Clara County Fire District (CDF)	260	35,000 est.	1,852	3	7	1 Battalion Chief plus CDF HQ staff
Gilroy	16	47,671	2,923	3	10	9; including 4 chiefs plus prevention and support

The above chart only reflects on-duty career staffing. All three agencies use some type of volunteer/reserve firefighters, plus they have the ability to call back off-duty career personnel. Three recent studies – a Morgan Hill Fire Master Plan, a Standard of Response Cover Plan for the South Santa Clara County Fire District and a Gilroy Fire Master Plan – have concluded that fire service level improvements are needed.

Morgan Hill

An October 2001 Fire Master Plan for Morgan Hill recommended a final response configuration of 12 firefighters on duty. To achieve this it was recommended the City add a 3rd fire station and continue the automatic aid agreement with the South Santa Clara County Fire District Station that currently responds in the southerly portion of the city. As proposed, Morgan Hill would have a total of four fire stations. This recommendation also assumed the South Santa Clara County Fire District would never choose to relocate its fire station outside of Morgan Hill into the San Martin area. For some time a three-way automatic aid agreement for the benefit of San Jose, the South County Fire District and County Fire (in Morgan Hill) has existed. County Fire responds northbound on Highway 101 into San Jose and South County areas. San Jose responds southbound on Highway 101 into South County Fire District areas off Metcalf Road. South County responds into the southern third of Morgan Hill. However, the South County Fire District responses in the City of Morgan Hill, as noted on pages 34 and 35 of this study, significantly out weigh the number of calls in the northern and eastern unincorporated areas around Morgan Hill that County Fire Morgan Hill units respond to.

The concept of automatic aid is based on the concept of approximate balance to the workload relationship. As Morgan Hill has grown, as has its calls for service, a rising imbalance has been created in the automatic aid workload between the agencies. This situation is something all the affected parties will have to address along with station location decisions.

Santa Clara County Fire has a full headquarters staff; they are not located in the South Santa Clara Valley area. The contract with Morgan Hill provides a 40-hour chief officer for local workday supervision.

South Santa Clara County Fire District

The South Santa Clara County Fire District had a recent Standards of Cover Study completed. Presently, the South Santa Clara County Fire District is served by three fire stations from which it provides firefighting, advanced life support (ALS) non-transport emergency medical services and specialty responses. As the South Santa Clara County Fire District service area has grown to its current population of approximately 22,000¹ residents in 260 developed square miles, these three fire station locations can be challenged by long response distances over a limited road network with low staffing to provide adequate response times and outcomes within the South Santa Clara County Fire District.

Since the CDF area headquarters is in the southern area of Morgan Hill, this site also serves as one of the three South Santa Clara County Fire District Fire Stations, saving the District the operating expense of one physical fire station. Of the other two fire stations, the one in the central area is an old, inadequate, multiple building in need of replacement or relocation. The third station, located in a temporary building at Bonfante Gardens, is also inadequate, and the Gardens operator may not want to host the fire operation forever. The recent study concluded that present fire station locations are not ideal for serving the area.

The South Santa Clara County Fire District only fields a minimum of 7 firefighters on duty per day. This is augmented some of the time with personnel not on vacation or injury leave. The South Santa Clara County Fire District also makes good use of its Paid Call Firefighters (PCFs or volunteers) to help augment staffing from 2 to 3 per engine. Additionally, the District contracts with CDF for one Battalion Chief Position and one Administrative Assistant for business functions.

In order for the South Santa Clara County Fire District to field an effective response force to serious emergencies, it is co-dependent on Morgan Hill and Gilroy to provide enough firefighters through mutual aid. The South Santa Clara County Fire District also has automatic aid agreements with the two city departments to respond to District calls for service in areas where city stations are closer. In Morgan Hill, due to the South Santa Clara County Fire District Station #1 being at CDF headquarters under an automatic response agreement, the South Santa Clara County Fire District is a first responder in southern Morgan Hill. In exchange, Santa Clara County Fire stations in Morgan Hill are the first responders into the portion of South County's territory that is north of Morgan Hill.

As costs for the CDF contract have risen, generally along with the costs and complexity of providing fire services, the South Santa Clara County Fire District budget is very challenged and cannot support more firefighters, or deal with facility replacements. The District is close to deficit spending and will have to address long-term fiscal issues with its residents.

¹ There is not a firm population estimate available. Research indicates that the most recent Municipal Services Review estimate of 20,000 was only a guess, but since that time, there has been slow, but steady residential construction permit activity.

Gilroy

Gilroy has long operated its own fire services. For many years, the City was served by two fire stations that over time increased to two career crews of 4-firefighters each as calls for service increased. Over the last couple of years, the City added a 2-firefighter paramedic response crew from a 3rd fire station. The Department has a full service headquarters staffing level. They have a Fire Chief, 3-Division Chiefs performing incident command work 24/7/365 from inside the department, 3-personnel in fire prevention/public education, an administrative analyst and a secretary position. Gilroy's proposed FY 2006/07 budget adds additional firefighters to its 2-person station.

A South Santa Clara County Fire District station serves as an additional fire station for the City from its location on the Bonfante Gardens property on the western edge of the city. This 2-person crew is a valued automatic aid responder to help Gilroy deliver 12 instead of 10 firefighters on serious fires. In exchange for this aid, Gilroy responds southerly on the Highway 101 corridor in lieu of a South Santa Clara County Fire District unit.

STATION AND CREW REDEPLOYMENT RECOMMENDATIONS

None of the three agencies have enough stations or on-duty personnel in the South Valley study area to handle serious emergencies alone. All three fire agencies are inter-dependent using mutual and automatic aid agreements to operate as much as possible as one agency for serious emergencies in the local area. Santa Clara County Fire, San Jose and CDF all have additional resources that can be brought in from a longer distance.

An important element in assessing the adequacy of total resources in the region is overlapping or simultaneous calls for service. One of the goals of this regional study was to see if there are enough engines in service or if the simultaneous call for service activity was significantly lowering response times. While in the eight-station study area there is a simultaneous call for service rate of 39 percent, the station areas with reasonably sized, first-due areas (the cities) do not show a serious decay to their response times. Citygate believes this means the simultaneous calls occur at the two busy “ends” of the system (the cities) and thus do not affect the other city.

The study looked in more detail at station response time and found the “developed” area response times, while a little weak, are not dangerously low, and in fact, all three departments maintain modest response times by helping each other with mutual and automatic aid agreements. These response statistics do not suggest that an immediate additional unit needs to be placed into service. However, clearly these are modest response performances and do **not** suggest that the Valley can be served by fewer than the existing eight fire stations.

In consideration of the fire deployment issues discussed in this report, Citygate recommends:

1. South Santa Clara County Fire District Station #3 (referred to as SSC #3) needs to be removed altogether and have its staffing relocated. This will place staffing closer to a higher number of calls for service. SSC #3 being staffed with only a 2-firefighter crew serves very little of west Gilroy and only has a few calls for service up the Hecker Pass region, which is a rural area with an expectation of long response times. The few calls annually up the pass road area could be covered under a contract with Gilroy, while the two firefighters per day could be relocated to other stations raising those 2-firefighter crews to 3-per day as stated in recommendation 3 and 4 below. This will provide a better

concentration of staffing on the first-due engine for the District at each emergency in consideration of the long distance needed to respond to some calls. This move would require re-negotiation of the automatic aid agreement with Gilroy Fire in order to meet the District's obligation to the areas around Gilroy.

2. Morgan Hill is large enough for three fire stations by itself. The City should open and staff a 3rd southwest fire station, but more southerly than its currently planned location. The current proposed site overlaps too much with the existing station and assumes that SSC #1 will stay in Morgan Hill forever. The additional station is necessary for a growing population and consistent with the earlier Morgan Hill Fire Master Plan and other studies over the years about Morgan Hill Fire Services. Serious building fires in Morgan Hill require more than the 6 city-based firefighters. The SSC #1 station only is staffed at 2-firefighters per day and is not guaranteed to always be available to Morgan Hill. If Morgan Hill fielded 9 firefighters per day from its own resources (rather than the current 6 per day), and the SSC #1 station was increased to 3 per day, then a more effective response force of 12 firefighters (not the present 8) would be available to Morgan Hill as long as SSC #1 remains in its present location.
3. South Santa Clara County Fire District Station #1 needs to be relocated to San Martin, and have its daily minimum crew staffing increased from 2 to 3 by transferring one of the positions from the closed station SSC #3. As stated in recommendation 1 above, the low call for service rural area of this station does not justify its expense, even with its limited first-due area into Western Gilroy. Staffing is needed in the higher call for service and population density areas of Morgan Hill and San Martin. This move, of course, conflicts with Morgan Hill's need to have SSC #1 remain in its current location. This move would require re-negotiation of the automatic aid agreement with Santa Clara County Fire/Morgan Hill in order to meet the District's obligation to the areas north and northeast of Morgan Hill.

It needs to be understood that a significant number of calls for service that SSC #1, relocated to San Martin will respond to, will still be in southwest Morgan Hill, although the response time will be somewhat longer. However, with 9 Morgan Hill-based firefighters on duty each day, this somewhat longer response by SSC #1 will be acceptable. As Morgan Hill grows, it will need 12 or more firefighters on 4 companies for serious fires, thus always needing the South Santa Clara County Fire District response and the need to address equity in their joint response relationship. The Morgan Hill situation at build-out is not similar to Gilroy where Gilroy will field more firefighters per crew, from more stations, than will smaller Morgan Hill, and thus, Gilroy will only slightly depend on the South Santa Clara County Fire District.

4. South Santa Clara County Fire District should use the funds from the second position from the closed Station SSC #3 to contract with Gilroy to provide responses west and south of Gilroy. Again, what limited staffing is available has to be moved closer to higher density calls for service locations. Initially, this funding would allow Gilroy to add a 3rd firefighter to the Gilroy Sunrise Station to bring it up to full 3-firefighter engine staffing. The more suburban area in and just outside Gilroy needs a full, effective fire crew at the Sunrise station. It makes sense for this expense to be shared by the two agencies, and as stated in recommendation 1 above, Gilroy, under contract, can also respond up Hecker Pass Road into the South Santa Clara County Fire District.

The agencies with limited funding should concentrate their staffing on three (3) person engines in the more developed areas that generate more calls for service. While the rural and emerging suburban areas will have longer response times, when the fire crew does arrive, they will be more effective with a staffing of three.

5. As Gilroy develops, it can add both a southwest and eastern station. The growing population will require more station coverage. These will be well positioned to provide needed coverage into the South Santa Clara County Fire District under a future contract for service relationship if at the time the additional station(s) open, the two fire departments are still separate entities. At build-out, Gilroy will have the risk, calls for service, and simultaneous calls for service to need five fire stations and at least 17 line firefighters on duty per day.
6. To improve chief officer coverage in Morgan Hill and the South Santa Clara County Fire District, the two agencies should each share the cost of a 3rd chief officer position. Then the three chiefs need to be moved to a 3-platoon, 24/7/365 coverage schedule. First and most importantly, this improves critical chief officer coverage at all times, reducing the risks associated with managing incidents. Second, this shared cost will help balance the response equity situation where Morgan Hill units respond first due to county areas solely north and northeast of the City.

FINANCIAL ANALYSIS SUMMARY OF ALTERNATIVE SERVICE OPTIONS

Citygate examined not only the overall cost of providing fire service in the South Santa Clara Valley area, but also the cost alternative service options. A key element in the fiscal analysis of fire service options is the difference in cost of fire service between the agencies.

Agency	FY 2004-05 Expenditure
Santa Clara County (Morgan Hill)	\$4,194,484
South Santa Clara County Fire District (CDF)	\$3,264,317
Gilroy	\$7,376,484

*This table does not include cost per 1,000 population or cost per assessed valuation comparators. Due to the widely diverse risk, geographic size, and revenue sources in these three agencies, over time, they have had to make dissimilar fire deployment decisions. Making such comparisons is not insightful in the South Santa Clara Valley.

The reason for the cost difference is reflected in the following comparison of base salary for comparable positions in each of the three agencies. To provide a sense of scale, three other nearby agencies are included.

Comparison of Base Salary (top step) Only

Agency	Fire Chief	Battalion/Div Chief	Captain	Fire Engineer	Firefighter
Santa Clara County (Morgan Hill)	\$195,192	\$142,428	\$118,248	\$98,544	N/A
San Jose	\$194,293	\$138,091	\$107,162	\$93,101	\$83,616
Gilroy	\$142,632	\$116,148	\$94,893	\$83,939	\$79,900
Salinas	\$147,372	\$120,636	\$94,068	\$82,872	\$75,168
Monterey	\$134,280	\$109,800	\$80,160	\$69,240	\$65,952
South Santa Clara County Fire District (CDF)	N/A	\$67,836	\$53,184	\$46,188	\$34,044

*Information provided by the agencies

Using the personnel costs for each of the three agencies, we can compare the cost of operating a 3-person engine company in a fire station:

Agency	Cost of a 3 Person Station	# of stations	Daily Suppression Staffing
Santa Clara County (Morgan Hill)	\$2,100,000	2	6
Gilroy*	\$1,833,000	3	10
South Santa Clara County Fire District (CDF)	\$1,103,000	3	7 +Amador contract

* Gilroy staffs 2 and 4-person stations; this table illustrates equivalent costs for comparison.

The above information not only mirrors the difference in salary structure for the agencies, but also is important in assessing the viability of consolidating the three agencies into a single fire department or alternative sub-regional consolidation.

The alternative service options range from various degrees of consolidation to simply contracting between agencies for service.

Full Consolidation

Full consolidation would involve all three agencies forming a single fire department to serve the South Santa Clara Valley region. Consolidation can take several forms.

Contract for Service

A single existing agency, such as Gilroy, CDF or the Santa Clara County Fire Department, could provide service throughout the region under contract to the other two. For instance, the South Santa Clara County Fire District could end its contract with CDF and Morgan Hill could end its contract with County Fire. Instead, both could contract with Gilroy. Alternatively, all three agencies could contract with CDF or they could contract with Santa Clara County Fire.

If either Santa Clara County Fire or Gilroy were to be the lead agency in a consolidated fire service, providing contract fire service to the remaining agencies, the cost would exceed the present cost of fire service in the region by a minimum of \$650,000. For FY 05-06, the three agencies are budgeting \$15,352,617 for fire service, and a consolidated system would cost about \$15.9 million to provide the same number of stations and staffing as at present.

Because the Gilroy salary and benefit level is just a small bit lower than the Santa Clara County Fire Department, the estimated cost to Morgan Hill would be about the same as their present contract cost. However, South Santa Clara County Fire District would see their costs rise substantially because CDF salaries and benefits and the length of the CDF workweek combine to provide a very much lower cost of service than Gilroy can provide. This same economic result will be achieved if the Santa Clara County Fire Department is the lead agency, because their salaries and benefits are about the same as those in Gilroy and again, substantially higher than those in South Santa Clara County Fire District CDF.

It seems obvious that CDF is a much lower cost fire service provider than either Gilroy or the Santa Clara County Fire Department. If all three agencies were to contract with CDF, the estimated cost would be about \$13,300,000 for a combined savings of about \$2,000,000 per year. The exact amount would depend upon a negotiated CDF contract and the amount set aside each year for vehicle replacement, but the CDF salary and benefit schedule is about 70 percent that of Gilroy's.

Other than cost, is there any advantage to consolidation? Citygate looked at the often cited advantages and found that while three dispatch centers slows the response time when one agency needs another (all the time on serious calls), the delay is not ruining total response times. While response time and serious incident coordination would improve with one communication center, technology can bridge some of the gaps.

Another cited benefit of consolidation is improved training and emergency site coordination. At the emergency scene, due to mutual aid training procedures, the actual operations are not in disarray with three or more operating agencies. What really is lacking is effective chief officer Incident Commander coverage in Morgan Hill and the South Santa Clara County Fire District after business hours. While one consolidated fire department could fix this, it could also be improved under a contract for service arrangement between these two agencies.

Each agency has trained personnel and training programs that are meeting their needs, but there is no sub-regional training center located in the South Valley study area. A properly done consolidation with a full-time training officer, support person and training center would increase the training and safety programs, but at a substantial cost increase. To help in this area, the agencies also could form a JPA or contract for service arrangement just for training without having to merge full line employee costs under a consolidation.

An intuitive fact of consolidation for smaller agencies is that a headquarters staff of minimum size is required to run even one fire station. It is far more effective to spread out this minimum headquarters size over 5 to 10 fire stations. However, in this study area, both Morgan Hill and the South Santa Clara County Fire District do not, in their present contracts, pay for full-headquarters functions. At the beginning of any consolidation, their costs would have to reflect buying into a larger, more effective and South Santa Clara Valley dedicated headquarters team.

Sub-Regional Consolidation

If there are no real cost or operational advantages to full consolidation, is there any advantage to either Morgan Hill joining with South Santa Clara County Fire District under a CDF contract, or alternatively is there any advantage to South Santa Clara County Fire District joining with Morgan Hill in contracting for service from the Santa Clara County Fire District?

Morgan Hill and South Santa Clara County Fire District

There are no significant operational advantages to either full or sub-regional consolidation because the location of stations and the staffing of stations would be similar whether the three agencies remain independent or consolidate in some fashion.

One alternative is for Morgan Hill to leave its contract with County Fire and contract instead with CDF. There will be clear cost savings to Morgan Hill just because CDF has a salary and benefit structure that is less than 70 percent of County Fire. The workweek structure in CDF is also longer than in Santa Clara County Fire. These two items combine to substantially lower CDF's personnel expenses. In addition, CDF does not typically burden all its headquarters expenses fully to local contracting agencies. Using the South Santa Clara County Fire District CDF costs, Morgan Hill could obtain CDF operation of two stations in Morgan Hill with 3-person companies at a cost about \$700,000 less than currently being paid to County Fire.

A potential cost disadvantage to Morgan Hill is that it does not own its stations and equipment. While there are buyback provisions, any savings that Morgan Hill might experience from contracting with CDF needs to be balanced against the City's assessment of the capital cost of obtaining stations and equipment and any future contract price increases by both County Fire and CDF.

Morgan Hill should obtain a firm cost quote from CDF and a cost for acquiring the necessary stations and equipment in order to compare these to County Fire costs, including a forecast of costs after the expiration in 2007 of the current County Fire contract.

South Santa Clara County Fire District and Gilroy or County Fire

Given the cost differential between the South Santa Clara County Fire District CDF contract and the Santa Clara County Fire Department, there is no economic rationale for the South Santa Clara County Fire District to contract with County Fire for service. That cost will likely be over \$1,000,000 per year higher than the current CDF cost for the same level of staffing. Nor is there any economic reason for the South Santa Clara County Fire District to abandon its CDF contract and instead contract for service with the City of Gilroy, which has a wage structure very similar to that of County Fire.

However, there is a great deal of opportunity for targeted service contracting between South Santa Clara County Fire District and Gilroy. In the operational section of this report, Citygate

recommended that South Santa Clara County Fire District close the Bonfante station and spread the daily two-person staffing cost two ways. One position should be moved to South Santa Clara County Fire District Station #1, increasing that crew to 3 per day. The cost of the other position should be paid to Gilroy to increase its 2-person Sunrise station to 3 per day, enabling a full engine company. While there is some cost difference between the two agencies for a firefighter position, this can be negotiated. The South Santa Clara County Fire District should pursue realigning its stations and contracting for service in some areas from Gilroy.

A Morgan Hill Fire Department

An obvious alternative for Morgan Hill to consider is establishing its own fire department. Citygate looked at this alternative. Using the average salary of the neighboring agencies, it would cost Morgan Hill a minimum of \$5,000,000 per year plus startup costs to operate its own 2-station fire department. There would also be the added cost and time burden on the City's finance and personnel functions. In addition, the cost of a 3rd fire station and crew would be at the suburban city market level, not the CDF contract level. Morgan Hill establishing its own fire department is not currently a financially viable alternative.

CONCLUSIONS

There are opportunities for realigning service/stations/staffing that will improve the level of fire service in the South Santa Clara County Fire District region. All of the changes can be done effectively without a full consolidation but rather under contract for service arrangements. The best possibilities for reducing the number of fire departments at the least cost would be for Morgan Hill to contract with CDF and then both Morgan Hill and the South Santa Clara County Fire District to ask their residents for a modest revenue increase to:

- ◆ Fund a 3rd Morgan Hill Fire Station
- ◆ Relocate South Santa Clara County Fire District Station #1 to San Martin
- ◆ Close South Santa Clara County Fire District Station #3, redistribute some of its staffing and contract for coverage in the "further service areas" with Gilroy
- ◆ Add a joint 3rd Battalion Chief position for 24/7/365 coverage
- ◆ Add a training specialist position
- ◆ Assume full fire prevention responsibility from County Fire in the South Santa Clara Valley region.

While a full consolidation between the three jurisdictions would streamline governance and support operations, it would come at an increased cost at a time when Morgan Hill cannot currently afford a 3rd fire station and the South Santa Clara County Fire District cannot afford to add staffing or enhance facilities or services to San Martin.

NEXT STEPS

1. Morgan Hill should consider its contract for service options.
2. If Morgan Hill were to switch providers to CDF, then both Morgan Hill and the South Santa Clara County Fire District could construct a shared service package and jointly ask their voters to increase revenues.
3. If Morgan Hill stays with Santa Clara County Fire, the South Santa Clara County Fire District Board should approach its residents with a revenue measure designed for long-term stability and to implement the station and service improvements recommended in this report. If the District moves South Santa Clara County Fire District Station #1 south to San Martin, it would be best to do this after Morgan Hill opens its 3rd Fire Station.
4. Gilroy should continue to plan for two additional fire stations phased from now to build-out and be willing to discuss contract for service options with the South Santa Clara County Fire District.

INTRODUCTION

PROJECT APPROACH AND RESEARCH METHODS

This project involved Citygate's study of the fire services risk within the South Santa Clara Valley served by three fire departments, to review the current capacity of the Departments to respond to emergency fire and medical incidents within the area, the cost to provide adequate fire and medical emergency response and to determine if any service realignments and or partnerships could enhance fire services while providing cost control. This study provides the analysis, findings and recommendations for the elected officials and agency managers to make informed policy decisions about the level of fire and EMS services desired and how best to deliver and fund them.

Citygate used several tools to gather, understand, and model information about the jurisdictions and Fire Departments for this study. We started by making a large document request to the Cities and Fire Departments to gain background information on costs, current and prior service levels, the history of service level decisions and what other prior studies, if any, had to say.

Then, Citygate team members, in a site visit, followed up on this information by conducting focused interviews of key City leaders, plus fire department managers. We reviewed demographic information about the cities, such as their General Plans, and new development plans. As information about the South Santa Clara Valley area was collected and understood, Citygate obtained electronic map and response data from which to model current and projected fire services deployment. The goal was to identify the location(s) of stations and crew quantities that would be needed to serve the South Santa Clara Valley areas at build-out. From a build-out "single virtual fire department basis" Citygate could then model opportunities for shared or re-organized services.

Concurrently, fiscal information was developed and then integrated with the fire deployment recommendations to provide the jurisdictions and communities an ability to make fire service level decisions within the local ability to pay framework.

BACKGROUND ON GENERAL FIRE SERVICES DEPLOYMENT AND INCREASING CHALLENGES TO THE PROVISION OF FIRE SERVICES

The challenges facing the jurisdictions are not unique. State Constitutional and State Code limitations on local government taxation authority have constrained the ability of cities and fire districts to raise revenue needed for fire and EMS services. This situation certainly exists in this study's area and is clearly a product of the rules regulating local government finances.

At the same time, the Fire Departments are expected to continue providing fire services largely with small staffing levels and very little revenue. Over the last ten years, changing state laws and demographics, including commuter two-earner families, have severely shrunk the pool of fire volunteers throughout California. Small fire departments and districts throughout California are now faced with the need for career fire fighters both to replace volunteers as well as to meet new state laws and OSHA safety and training regulations that combine to make it necessary that once nearly all-volunteer departments become "combination" departments more heavily reliant upon career firefighters.

The plan of operating less expensive, mostly all-volunteer fire departments in California supported by a tiny tax rate has become broken. Additionally, geographic factors in the South Santa Clara Valley somewhat isolate the area from close-by fire mutual aid partners (other than the four agencies present in the immediate area) while the quantity and cost of housing limit the potential market for volunteer firefighters as the training requirements on volunteer firefighters increase.

The present daily firefighter staffing of any one individual department in the South Santa Clara Valley that ranges from 6 to 7 to 10 per day is inadequate to provide a reasonable likelihood of containment for a well-involved residential fire, and is certainly inadequate if fire forces are needed to rescue occupants at the same time. All three departments together field a daily response force of 23 firefighters, some of which are too spread out for all to provide help soon enough in any one community. This individual department situation is exacerbated by the growing frequency of simultaneous emergency calls, where one of an agency's limited units is already busy when a second call for service occurs. Additionally, for commercial building fires, even the combined South Santa Clara Valley daily staffing is marginal to provide anything more than a minimally acceptable second alarm level response to anything but a small and slowly moving fire in any one of the large commercial/industrial buildings and operations in the South Santa Clara Valley.

General Fire Deployment Background Information

The Commission on Fire Accreditation International recommends a systems approach known as "Standards of Response Coverage" to evaluate deployment as part of the self-assessment process of a fire agency. This approach uses risk and community expectations on outcomes to assist elected officials in making informed decisions on fire and EMS deployment levels. Citygate has adopted this methodology as a comprehensive tool to evaluate fire station location. Depending on the needs of the study, the depth of the components can vary.

Such a systems approach to deployment, rather than a one-size-fits-all prescriptive formula, allows for local determination. In this comprehensive approach, each agency can match local need (risks and expectations) with the costs of various levels of service. In an informed public policy debate, a city council or Fire District Board "purchases" the fire and EMS service levels (insurance) the community needs and can afford.

While working with multiple components to conduct a deployment analysis is admittedly more work, it yields a much better result than any singular component can. If we only look to travel time, for instance, and not look at the frequency of multiple calls, the analysis could miss over-worked companies. If we do not use risk assessment for deployment, and just base deployment on travel time, a community could under-deploy to incidents.

The Standard of Response Cover process consists of eight parts:

1. Existing Deployment – each agency has something in place today.
2. Community Outcome Expectations – what is expected of the response agency?
3. Community Risk Assessment – what assets are at risk in the community?
4. Critical Task Time Study – what must be done over what timeframe to achieve the stated outcome expectation?

5. Distribution Study – the locating of first-due resources (typically engines).
6. Concentration Study – first alarm assignment or the effective response force.
7. Reliability and Historical Response Effectiveness Studies – using prior response statistics to determine what percent of compliance the existing system delivers.
8. Overall Evaluation – proposed standard of cover statements by risk type.

Fire department deployment, simply stated, is about the **speed** and **weight** of the attack. Speed calls for first-due, all risk intervention units (engines, trucks and or ambulance/rescue companies) strategically located across a department. These units are tasked with controlling everyday, average emergencies without the incident escalating to second alarm or greater size, which then unnecessarily depletes the department resources as multiple requests for service occur. Weight is about multiple unit response for serious emergencies like a room and contents structure fire, a multiple patient incident, a vehicle accident with extrication required, or a heavy rescue incident. In these situations, enough firefighters must be assembled in a reasonable time frame in order to control the emergency safely without it escalating to greater alarms.

Thus, small fires and medical emergencies require a single- or two-unit response (engine and specialty unit) with a quick response time. Larger incidents require more crews. In either case, if the crews arrive too late or the total personnel sent to the emergency are too few for the emergency type, they are drawn into a losing and more dangerous battle. The art of fire crew deployment is to spread crews out across a community for quick response to keep emergencies small with positive outcomes, without spreading the stations so far apart that they cannot mass together quickly enough to be effective in major emergencies.

For the purposes of this fire services study, Citygate used many of the components of the Standard of Response Cover process, at varying levels of detail, to understand risks in the South Santa Clara Valley, how the fire departments are staffed and deployed today, and then modeled those parameters using geographic mapping and response statistical analysis tools. The models were then compared to growth patterns in the South Santa Clara Valley area so that the study can recommend changes if any in fire services to the South Santa Clara Valley area.

Thus, the deployment recommendations in this report are tailored to the South Santa Clara Valley's unique needs, and were not taken from other agencies or national recommendations.

What Must be Done Over What Timeframe to Achieve the Stated Outcome Expectation?

Fires and complex medical emergencies require a timely, coordinated effort in order to stop the escalation of the emergency. In this phase of the Standards of Response Cover process, time studies determine how many personnel are required over what timeframe to achieve the stated outcome expectation. Once the tasks and time to accomplish them to deliver a desired outcome are set, travel time and the related station spacing can be calculated to deliver the requisite number of firefighters over an appropriate timeframe.

Offensive Versus Defensive Strategies in Structure Fires Based on Risk Presented

Most fire departments use a strategy that places emphasis upon the distinction between offensive or defensive methods. These strategies can be summarized:

It is important to have an understanding of the duties required at a structural fire to meet the strategic goals and tactical objectives of the Fire Department response. Fireground operations fall in one of two strategies – **offensive** or **defensive**.

- We may risk our lives a lot to protect savable lives
- We may risk our lives a little to protect savable property
- We will not risk our lives at all to save what is already lost.

Considering the level of risk, the Incident Commander will choose the proper strategy to be used at the fire scene. The Incident Commander must take into consideration the available resources (including firefighters) when determining the appropriate strategy to address any incident. The strategy can also change with conditions or because certain benchmarks (i.e., “all clear”) are achieved or not achieved.

Once it has been determined that the structure is safe to enter, an **offensive** fire attack is centered on life safety. When it is safe to do so, departments will initiate offensive operations at the scene of a structure fire. Initial attack efforts will be directed at supporting a primary search – the first attack line will go between the victims and the fire to protect avenues of rescue and escape.

The decision to operate in a **defensive** strategy indicates that the offensive attack strategy, or the potential for one, has been abandoned for reasons of personnel safety, and the involved structure has been conceded as lost (the Incident Commander makes a conscious decision to write the structure off). The announcement of a change to a defensive strategy means all personnel will withdraw from the structure and maintain a safe distance from the building. Officers will account for their crews. Interior lines will be withdrawn and repositioned. Exposed properties will be identified and protected.

Additionally, for safety, Federal and State Occupational Health and Safety Regulations (OSHA) mandate that firefighters cannot enter a burning structure past the incipient or small fire stage, without doing so in teams of 2, one team inside and one team outside, ready to rescue them. This totals a minimum of 4 firefighters on the fireground to initiate an interior attack. The only exception is when there is a known life inside to be rescued.

Many fire department deployment studies using the Standards of Response Coverage process, as well as NFPA guidelines, arrive at the same fact – that an average (typically defined by the NFPA as a modest single-family dwelling) risk structure fire needs a minimum of 14-15 firefighters, plus one commander. The usual recommendation is that the first unit should arrive on-scene within 6 minutes of call receipt (1-minute dispatch, 1-minute crew turnout, and 4-minute travel), 90 percent of the time. The balance of the units should arrive within 10 minutes of call receipt (8-minute travel), 90 percent of the time, if they hope to keep the fire from substantially destroying the building.

For an extreme example, to confine a fire to one room in a multi-story building requires many more firefighters than in a single-story family home in a suburban zone. How much staffing is needed can be derived from the desired outcome and risk class. If a jurisdiction desires to confine a one-room fire in a residence to the room or area of origin, that effort will require a

minimum of 14 personnel, which means that every serious fire in the South Santa Clara Valley area requires mutual aid. This number of firefighters is the minimum needed to safely conduct the simultaneous operations of rescue, fire attack, and ventilation plus providing for firefighter accountability in a modest, one attack line fire, and no rescue needed fire. A serious fire in a two-story residential building or a one-story commercial or multi-story building would require, at a minimum, an additional 2-3 Engines, an additional Truck and Battalion Chief, for upwards of 12 plus additional personnel. A typical auto accident requiring multiple patient extrication or other specialty rescue incidents will require a minimum of 10 firefighters plus the chief for accountability and control.

Volunteer History and Modern Issues

One solution to the cost of firefighters in smaller, emerging communities is volunteers, and in many rural communities, they are still the backbone of the American Fire Service. However, in suburbs close to metropolitan areas, there are severe pressures all but destroying the availability of volunteers. These issues today place volunteer and part-paid fire departments under great pressure today to maintain an adequate roster. The reasons for this are not unique to departments like the South Santa Clara County Fire District:

- ◆ Economic pressures result in more two-income families and less time to volunteer.
- ◆ In a commuter economy, more jobs are clustered in metropolitan and dense suburban areas. Communities like those in the South Santa Clara Valley area increasingly have residents that work elsewhere.
- ◆ Due to the growth in society of complex systems and technology, the fire service was given more missions, like emergency medical services, hazardous materials and specialty rescue. This dramatically increased the training hours for volunteers, causing many to drop out as the time commitments became unbearable.
- ◆ Early in this decade, due to rising firefighter injuries and deaths, especially in the volunteer ranks, more safety regulations and training minimums were placed on all firefighters.
- ◆ January 2004 California Volunteer Firefighters –
New laws (Assembly Bills 2118 and SB 1207) require volunteer firefighters to receive the same level of training that the full-time staff receives. AB 2118 was Chaptered in 2002, and was delayed to 2004. Requires “...provides that the California Occupational Safety and Health Act applies to volunteer firefighters. Equipment and training for volunteers to meet the same requirements as regular firefighters.”

This change, coupled with a society of increasingly two wage earner families, means that volunteer firefighter programs dry up, given the increased time spent to train and the fact that many volunteers drive to jobs outside their communities. This is a significant time commitment for “true” volunteers that are serving for love of community, and to give something back. Across the fire service, volunteer programs have been changing and adapting to a different model.

Regulatory Changes in Career Fire Service Staffing

1) *1999 OSHA Staffing Policies* –

Federal OSHA applies tank and underground confined space safety regulations to America's firefighters. Requires in IDLH atmospheres teams of two inside and two outside in constant communication and with the outside pair equipped and ready to rescue the inside pair. IDLH means "Immediately Dangerous to Life and Health" which for the fire service is interior building fire attack where the fire and smoke conditions are serious enough to require the wearing of self-contained breathing apparatus (SCBA). This is commonly called the "2-in/2-out" policy.

2) *May 2001 National Staffing Guidelines* –

National Fire Protection Association (NFPA) Standard on Career Fire Service Deployment is passed. While advisory to local governments, it starts to become locally adopted and used. NFPA-1710 calls for four-person fire crew staffing, arriving on one or two apparatus as a "company." The initial attack crew should arrive at the emergency within four minutes travel time, 90 percent of the time, or the total effective response force (first alarm assignment) shall arrive within 8 minutes travel time, 90 percent of the time. NFPA #1720 for Volunteer departments requires no time minimum, but calls for assembling a "safe, effective force" before beginning fire attack.

3) *October 1999 California OSHA Changes* –

Governor Davis signed Assembly Bill 1127, authored by Assembly member Steinberg into law (Chapter 615, Statutes of 1999). AB 1127 makes changes to twelve (12) sections of the California Labor Code. Save for one statutory change to Labor Code Section 98.7, all of AB 1127's changes involve the California Occupational Safety and Health Act (Labor Code Section 6300 et seq.).

This legislation made all of the OSHA regulations applicable to local government, including fines and a huge increase in criminal penalties under Cal/OSHA. Individual managers and supervisors (*Fire Chiefs – Incident Commanders*) may now be fined up to \$250,000 and be imprisoned for up to four years for failure to take appropriate safety precautions. Criminal fines range up to a maximum of \$3.5 million in fines for corporations and limited liability companies (Labor Code 6423 and 6425).

This "sea change" in personal and agency liability means that not just any firefighter can, or should, be an Incident Commander on serious, sustained incidents. Along with increasing firefighter deaths nationally with Federal OSHA citations to fire commanders, the trend starts for significant training and certification of Incident Commanders (Fire Chiefs and Battalion Chiefs).

OPERATIONAL ANALYSIS

DESCRIPTION OF EXISTING FIRE SERVICES

The South Santa Clara Valley is presently served by three different fire departments due to long standing historical decisions. The City of Morgan Hill currently contracts for fire services from the Santa Clara County Fire Department, which also serves unincorporated areas and contract cities principally in the western county. The South Santa Clara County Fire District, which is a dependent District under the Santa Clara County Board of Supervisors, serves the unincorporated area generally south of the City of San Jose and around the cities of Morgan Hill and Gilroy. For many years, the South Santa Clara County Fire District has contracted for services with the California Department of Forestry and Fire Protection (CDF). The City of Gilroy operates its own fire department. While the fire agencies provide “first responder” paramedic services from their fire engines, paramedic ambulance transport is provided by a private contractor managed by Santa Clara County Emergency Medical Services.

Morgan Hill

In 1995, Morgan Hill chose to contract its fire protection with the Santa Clara County Fire Department (then called the Central Fire District). In addition to the two fire station crews and one Battalion Chief, the City also contracts for fire prevention services from the Santa Clara County Fire Department. Under the terms of its agreement with SC County Fire, the *fire department* owns and operates the fire stations and equipment. The Battalion Chief also serves as fire department liaison officer to City Hall and fire prevention coordinates with City planning and building divisions.

Current population in Morgan Hill is approximately 37,000. Morgan Hill has about 12,092 dwelling units and 2,000 vacant acres in the City for possible development. Approximately 5,700 more dwelling units could be developed for a total at build-out of 17,800. Morgan Hill’s plans envision a population of 48,000 in ten years by 2020 and finally a build-out population of 56,000 by the year 2030.

An October 2001 Fire Master Plan for Morgan Hill, after City and citizen input, recommended a final response configuration of 12 firefighters on duty. To achieve this in addition to the 6 already part of the contract, it was recommended the City add a 3rd fire station, and with the South Santa Clara County Fire District Station, the City would have a total of four fire stations. This recommendation also assumed the South Santa Clara County Fire District would never choose to relocate its fire station outside of Morgan Hill into the San Martin area.

The 2001 Master Plan also recommended the City adopt modern fire service performance measures. In reviewing the Master Plan, Citygate agrees with some of its methods, findings and recommendations. In performing this study, Citygate finds that a four fire station configuration with 12 firefighters on-duty is an appropriate and minimum level of response capability for Morgan Hill. However, as will be explained in the mapping section of this study, Citygate does not agree that all four stations have to be in the City of Morgan Hill. Unfortunately, given the recession early in this decade resulting in the State taking City funds, Morgan Hill since 2001 has not been able to afford to adopt the Master Plan performance recommendations or to add a 3rd fire station and crew.

Incident workload in Morgan Hill:

2005 Total Incidents:	County Engines 12 and 13 <u>in</u> the City:	1,623
	South SC County Engine <u>in</u> the City:	<u>792</u> ²
	<i>Approximate Total:</i>	<u><u>2,200</u></u>

As will be displayed later in this report, the South Santa Clara County Fire District Station #1 in South Morgan Hill is in effect the City's 3rd fire station responding to many single unit calls in the city, as well as on serious calls with the Morgan Hill County assigned units. Neither agency is tracking and counting the total calls for service in the city. Therefore, some of the 792¹ South Santa Clara County Fire District calls in the City were with Morgan Hill units, so the calls per unit above cannot be totaled into total calls for service. Assuming 2,200 total calls, then the South Santa Clara County Fire District is responding on approximately 36 percent or one third of the total workload in the city. Yet, South Santa Clara County Fire District dispatch computer data shows that they requested and had a Morgan Hill assigned County unit only respond into South Santa Clara County Fire District areas under aid agreements 130 times in 2005. This accounts for approximately 7 percent of the total calls in the entire South Santa Clara County Fire District. Clearly, the South Santa Clara County Fire District is in effect subsidizing deployment in Morgan Hill beyond that of reciprocal automatic or mutual aid.

South Santa Clara County Fire District

The South Santa Clara County Fire District is a long-term dependent district governed by the Santa Clara Board of Supervisors via an appointed Fire District Board. The District is served by three fire stations from which it provides firefighting, advanced life support (ALS) non-transport emergency medical services and specialty responses. As the District service area has grown to its current population of approximately 35,000 residents in 260 developed square miles, these three fire station locations can be challenged by long response distances, over a limited road network, with low staffing to provide adequate response times and outcomes within the District. The District has chosen for sometime to contract for service with the California Department of Forestry and Fire Protection (CDF).

Population growth in the District will be slow, given the substantial large parcel zoning and controlled growth policies that exist in the County areas of the South Santa Clara Valley.

Since the CDF area headquarters is in the southern area of Morgan Hill, this site also serves as one of the three District Fire Stations, saving the District the operating expense of one physical fire station. Of the other two fire stations, the one in the central area is an old, inadequate building in need of replacement or relocation. The third station, located in a temporary building at Bonfante Gardens, is also inadequate, and the Gardens operator may not want to host the fire operation forever. Therefore, the District needs to deal with two of its three fire stations.

Currently the District only fields a minimum of 7 firefighters on duty per day. This is augmented some of the time with personnel not on vacation or injury leave. The District also makes good use of its Paid Call Firefighters (PCFs or volunteers) to also help augment staffing from 2 to 3

² This count includes some responses with Morgan Hill units, to the total incidents in Morgan Hill cannot be obtained by adding these three numbers.

per engine. However, the supplemental staffing solutions are not budgeted for 24/7/365. The Standard of Response Cover study undertaken by the District Board in 2005 found that growth in the District was challenging the modest number of on-duty firefighters and all three fire stations were not in the most effective locations. In order for the District to field an effective response force to serious emergencies, the District is co-dependent on Morgan Hill and Gilroy to provide enough firefighters. The District also has automatic aid agreements with the two city departments to respond to District calls for service in areas where city stations are closer. In Morgan Hill, due to the District Station #1 being at CDF headquarters and an automatic aid agreement with County Fire, the District is a first responder in southern Morgan Hill.

As costs for the CDF contract have risen, along generally with the costs and complexity of providing fire services, the District budget is very challenged and cannot field more firefighters, or deal with facility replacements. The District is close to deficit spending and will have to address its long-term fiscal issues with its residents.

Due to a unique and long standing agreement, *partial* Fire Prevention in the South Santa Clara County Fire District area is provided by the Santa Clara County Fire Department, which is also the contractor for Morgan Hill. County Fire handles plan check services for construction while the South County District has to contract with the State Fire Marshal's Office for inspection of state-mandated facilities, like schools. This does lead property owners to some confusion as to who is in charge on a code or development issue. The relationship is also inefficient, as South Santa Clara County Fire District Firefighters do not work closely with County Fire Prevention on existing building inspections.

In 2005, the District had a total of 1,852 incidents, of which 295 or 16 percent were answered by other South Santa Clara Valley agencies. In addition to this incident workload in the District, there were a total of 1,187 unit responses into other jurisdictions from San Jose to South Santa Clara Valley Cities and CDF responsibility areas. Clearly, the South Santa Clara County Fire District is giving more in mutual aid than it receives.

Gilroy

Gilroy has long operated its own fire services. For many years, the City was served by two fire stations that, over time as calls for service increased, the personnel grew to two career crews of 4-firefighters each. Over the last couple of years, the City added a 2-firefighter paramedic response crew from a 3rd fire station. The Department has a more full service headquarters staffing level than the other two agencies in this study. They have a Fire Chief, 3-Division Chiefs performing incident command work 24/7/365 from inside the department, 3-personnel in fire prevention/public education, an administrative analyst and a secretary position.

A South Santa Clara County Fire District station serves as an additional fire station for the City from its location on the Bonfante Gardens property on the western edge of the city. This 2-person crew is a valued automatic aid responder to help Gilroy deliver 12 instead of 10 firefighters on serious fires. In exchange for this aid, Gilroy responds southerly on the Highway 101 corridor in lieu of a South Santa Clara County Fire District unit.

Gilroy is starting to plan for fire service growth as development projects in the southwest and eastern areas are considered. Current Gilroy population is approximately 48,000 with a projected build-out population of 60,000. Gilroy has completed two fire service master plans within the last six years.

In 2005, Gilroy had a total of 2,923 calls for service, of which there were 224 responses from the South Santa Clara County Fire District Unit (SSC #3) into Gilroy for approximately 7 percent of the total workload in Gilroy. Going the other direction, Gilroy responded alone into the South Santa Clara County Fire District only 37 times, or 2 percent of the entire South Santa Clara County Fire District workload. As in Morgan Hill's situation, due to its station location on the west edge of Gilroy, the South Santa Clara County Fire District is subsidizing deployment in Gilroy beyond that of reciprocal automatic or mutual aid.

SOUTH SANTA CLARA VALLEY DEPLOYMENT SITUATION

The current South Santa Clara Valley fire station locations and daily minimum staffing are:

Station ID #	Location	Staffing	Primary Apparatus	<u>Minimum</u> Line Response Personnel
CNT #12	Monterey Rd., Morgan Hill	Capt/Eng/FF-Medic	Engine, Truck, Brush Patrol, Batt Chief	3
CNT #13	Dunne Ave., Morgan Hill	Capt/Eng/FF-Medic	Engine, Patrol	3
<u>Subtotal</u>				<u>6</u>
SSC E-1	Monterey Street, CDF Headquarters	Capt/Eng	Engine, Water Tender, Batt Chief	2
SSC E-2	Central Unincorporated	Capt/Eng/FF-Medic	Engine, Water Tender, Utility	3
SSC E-3	West Gilroy	Capt/Eng	Engine	2
<u>Subtotal</u>				<u>7</u>
Gilroy E-61	Chestnut	Capt/Eng/FF-Medic/FF	Engine, Truck, Brush Patrol	4
Gilroy E-71	Las Animas	Capt/Eng/FF-Medic/FF	Engine, Type III Brush unit	4
Gilroy R-81	Sunrise	Capt/FF-Medic	Rescue Unit	2
<u>Subtotal</u>				<u>10</u>
Total				23

Chief Officer Staffing – for crew supervision and incident command is handled differently by each agency:

- ◆ *Morgan Hill* – the contract provides for one 40-hour workweek Battalion Chief. After-hours response is preformed by a 24-hour shift scheduled Battalion Chief

that has to respond from the West County area, over 15 minutes away without traffic considerations.

- ◆ *South SC County* – There is always one Battalion Chief on duty, but after hours, one responds from home just outside the Fire District and one responds from CDF Headquarters at SSC #1.
- ◆ *Gilroy* – The department has three Division Chiefs on 40-hour workweeks. One chief per day is the duty chief and handles emergencies from home in or near the City after hours.

Truck Company Response – There is no full-time dedicated ladder/rescue truck staffing in the South Santa Clara Valley. There are two ladder trucks, one at Station #12 in Morgan Hill and one at Station #61 in Gilroy. Both are “cross-staffed” in that when a structure fire or technical rescue incident occurs, the engine crews switch to the ladder truck and respond. This means that structure fire incident must “make-up” the missing engine crew from another station in the department or Valley area. Such a cross-staffed response also does not provide guaranteed ladder truck coverage as the Engine crew could be out of quarters on another type of call and be unable to staff the ladder truck. South Santa Clara County does not have a ladder truck and must request one via mutual aid from Morgan Hill or Gilroy.

Staffing Discussion

If the South Santa Clara Valley jurisdictions provide fire services at all, they must be done with the safety of the public and firefighter in mind. Additionally, the Chief Officers as scene incident commanders must be well trained, competent and are liable for mistakes that violate the law. An under-staffed, under-led token force will not be able to stop a fire, and it opens the jurisdictions up for real liability should the fire department fail.

As for using volunteers, that system is under severe pressure and is failing across the western states, especially during the 40-hour workweek. Two-income families mean less free time. More people work outside of their residential communities and are not available to respond to emergencies during that time. Finally, the safety training standards impose over 100 hours per year of training time on a volunteer, plus time for emergencies. This time commitment is just becoming too much for most people.

As stated earlier in this section, national norms are that 15 or so firefighters including an incident commander are needed at serious building fires, if the expected outcome is to contain the fire to the room of origin and to be able to simultaneously and safely perform critical tasks. The reason for this is that the clock is still running on the problem after arrival, and too few firefighters on-scene will mean the fire can still grow faster than the efforts to contain it.

The following table illustrates how the needed tasks are typically carried out by four engine/truck companies in a full career suburban department:

<i>Moderate Risk Structure Fire</i>
First-Due Engine Company
1. Stretch a 200-foot, 1-3/4 inch pre-connect to the point of access for the residence.
2. Operate the pump to supply water and hook-up a four-inch hydrant supply line.
3. Assume command of initial operations.
Second-Due Engine Company
1. If necessary, lay in a hydrant supply line to the first company.
2. Stretch a second 200-foot pre-connect for exposures or safety-line function.
3. Fill out Rapid Intervention Team (RIC), so interior attack can start.
Truck Company
1. Conduct primary search.
2. Secure utilities.
3. Using tools and methods provide vertical or positive pressure ventilation.
Third-Due Engine Company
1. Staff functions not already underway and/or provide a full Rapid Intervention Crew (RIC).

Here, for example, is a critical task time study from a full career department that can get this many firefighters on the fireground within 10 minutes of the 911 call being received. Notice the time to complete critical events shown in grey, after arrival, with even this many firefighters dispatched. The scenario was a two-story, single-family dwelling fire, with approximately 500 square feet of fire involvement. No condition existed to override the OSHA 2-in-2-out safety requirement:

Structure Fire Incident Tasks	Task Time	Time Since Arrival	Time From 911 Call
1 st Engine/ Medic on scene (hydrant)			6:09
Report on Conditions	:15	:15	6:24
Hydrant Line laid by 1 st in Engine	:46	:46	6:55
2 nd Engine/BC on scene - assigned F/F Rescue/Command			7:16
Smoke Blower at front door	1:52	1:52	8:01
Size-Up, walk around completed	2:06	2:06	8:15
Batt Chief Assumes Command	2:07	1:00	8:16
Pre-connected hose line to door (charged)	3:27	3:27	9:36
RIC established and Accountability at CMD Post	3:54	2:47	10:03
Truck on scene – assigned ventilation			10:36
Utilities secured	4:45	3:38	10:54
Attack Line Advanced - "Interior"	4:49	4:49	10:58
Search Group established - enters (medic team)	4:49	4:49	10:58
RIC - Back up line pulled - charged	5:58	5:58	12:07
3 rd Engine on scene - assigned RIC support			12:08
1 st ladder to roof	6:17	1:50	12:16
3 rd Engine at back up line - Officer checks building	6:50	1:09	12:59
Truck crew to roof	7:37	3:10	13:46
Ventilation complete	8:29	4:02	14:38
Primary Search - "All Clear"	8:45	8:45	14:54
Fire found and contained - loss stopped	10:08	10:08	16:17
Truck crew assigned - Salvage	5:43	10:10	16:19
Secondary Search completed	10:54	10:54	17:03
Incident Control - clock stopped	10:24	10:59	17:08
Total Personnel Needed:	15		

The above example of time to complete tasks after arrival on-scene, with an effective response force of 15 firefighters by 12 minutes from the time of a 911 call, still takes 11 minutes after arrival, or 17 minutes from the 911 caller's perspective to bring the fire to a stop.

The time to complete the above tasks with six (6) to ten (10) firefighters on-scene (typical of South Santa Clara Valley fire agencies) will be so much longer that the fire will *substantially* destroy the dwelling. Limited staffing can only do one thing safely at a time: rescue comes first, followed first by limiting the fire spread to adjoining buildings if they are immediately threatened, then followed by firefighting in the involved building.

Given this example of the speed and weight of the fire attack expressed in how many people, after arrival over what time frame to accomplish a desired outcome, it is then possible to determine fire station placement and crew sizing. Thus, in brief, there are two geographic perspectives to fire station deployment:

Distribution – the spreading out or spacing of first-due fire units to stop routine emergencies.

Concentration – the clustering of fire stations close enough together so that building fires can receive enough resources from multiple fire stations quickly enough. This is known as the **Effective Response Force** or commonly the “First Alarm Assignment” – the collection of a sufficient number of firefighters on-scene, delivered within the concentration time goal, to stop the escalation of the problem.

In this study of the South Santa Clara Valley, no one department provides enough firefighters per day to deliver the “weight” or total firefighters needed on serious fires. Thus, for the concentration or effective response force component, the departments are co-dependent and the following maps will measure multiple engine coverage as if there was one department and all units were available.

Geographic Map Views of the Station Location System

Citygate used a geographic mapping (GIS) program to model fire station travel times over the actual street network, not in direct line of sight circles. The street speed limits are obtained by class of street are then slowed down somewhat for fire apparatus movements. Getting a fire apparatus moving and stopping takes longer than a small car, so on a 35-mph street, over a response distance, a fire truck averages a slower speed than a car would. In the mapping views used in this study, one or more map views are used to show fine detail across the large study area. Map view (a) shows the entire study area; while sub views (b, c, and d) show detail views from north to south. In some maps, when only looking at moving one station in one city, some views are not used; thus, in the attached map atlas library, not all map numbers and letters are used.

Note: A South Santa Clara County Fire District Station is referred to as SSC in this section.

Map Series 1- Existing and Proposed Fire Station Locations

This set of 4 map views (a-d) displays the existing fire station locations by fire department ID number or name depending on the department. Additional or relocated station sites the departments have tentatively identified are located and labeled as follows:

- ◆ Morgan Hill #3 – a third City of Morgan Hill station at the corner of Butterfield and Diana streets.

- ◆ South Santa Clara County Fire District Station #3 (SSC #3) moved to a location in the unincorporated area further to the west, given the uncertainty of the Bonfante Gardens site at Watsonville and Redwood Retreat Roads.
- ◆ SSC #2 moved to a test location closer to the population and call for service center in San Martin at San Martin and Murphy Avenues.
- ◆ SSC #1 moved to Monterey Road at California Avenue.
- ◆ An additional west Gilroy station. This southwest area station is approximately 1850 feet north of Santa Teresa Blvd in a new development area.
- ◆ An additional eastern Gilroy station a little south of Leavesley Road, approximately 2,000 feet east of Highway 101, in a proposed commercial project area.

Map Series 2 - Existing Station 4-Minute Drive Time Coverage

This series shows the 4-minute travel time coverage for the existing station sites over the road network. This reflects that:

1. SSC #1 even from the southerly CDF station location cannot cover the entire southwest Morgan Hill City area.
2. South Santa Clara County Fire District does not cover San Martin.
3. Gilroy cannot cover west and southwest Gilroy even with the help of SSC #3 at Bonfante Gardens.
4. It is also apparent that any eastern Gilroy development will require an additional fire station.

Map Series 3 - Insurance Service Office (ISO) Coverage

The ISO would like to see stations with a coverage area of 1.5 miles outward from each station. Typically, 1.5 miles equates to about 3.5 minutes of real world travel time. We show this map as a more conservative view that shows coverage if hilly terrain or traffic congestion slows the driving times modeled at 4 minutes in the prior set.

Map Series 4 – First Alarm Coverage, Existing Stations

First alarm coverage (concentration) requires multiple engines to arrive soon enough to place enough firefighters to work to stop the escalation of a serious emergency. Typically, even in suburban communities, a first alarm is 3-engines and 1-truck company to place 12-15 firefighters on-scene within 10-12 minutes of the time of call, or 8 minutes driving time. Since the departments do not staff a dedicated ladder truck, this map series show how much of the study area is covered within 8 minutes by three stations, or 7-9 firefighters.

Due to the lack of engines in and near Morgan Hill, even with SSC #1 located presently inside the City, there is not 3-engine coverage in the west and southwestern areas.

The central Highway 101 area of South Santa Clara and San Martin receive adequate coverage, but given the north/south road network and primary use of Highway 101 for multiple-unit travel paths, there is not good coverage out to the sides of the Valley floor.

In Gilroy, there is not effective 3-engine coverage on much of the western side, even with the help of SSC #3 at Bonfante Gardens.

Map Series 5 – Ladder Truck Coverage, 8-minute travel

If the ladder trucks can be staffed to respond (engine crew in quarters and not on a prior call), then given the north and south truck locations, there is effective coverage over much of the two cities, especially the commercial areas. In San Martin, there would be coverage from travel minute 8-10, which is not too long, given the density of commercial development.

Map Series 6 – Density of Existing Station Coverage, 8-minute travel

This map shows where the “density” of station coverage occurs within 8 minutes of road travel. While some of the core areas receive up to five engines, much of the fringe areas and the South Santa Clara County Fire District area only receives one or two units, which is inadequate if the service goal is to stop a serious fire from destroying the house or a wildland fire going to greater alarms.

Map Series 7 – First Alarm Coverage, Existing Stations

This map series plots the locations of which agency unit was first to arrive on an incident.

In Morgan Hill, the amount of green locations clearly shows the benefit Morgan Hill receives from the first-due automatic aid agreement with South Santa Clara County Fire District. In return, in red, are the calls the Morgan Hill Santa Clara County units answer for the South Santa Clara County Fire District in areas north and east of Morgan Hill city limits. However, given the density of development, there are more calls for service inside Morgan Hill handled by the South Santa Clara County Fire District.

In Gilroy, it is apparent that to a lesser extent, the South Santa Clara County Fire District also responds into Gilroy when its units are busy.

The final Map, 7d, shows the density or concentration of calls for service (handled by any agency) in the three communities. Clearly, the more dense the zoning and population is, the more calls for service that occur. The higher call concentration areas are where the departments really need to plan for simultaneous events or multiple unit first alarm coverage.

Optional Station Location Coverages

The remaining maps in the series measure the effects of adding or moving station areas to improve coverage, better share coverage or possibly reduce the quantity of fire stations.

Maps 8a-b – Add Morgan Hill Station #3

Shown here is the effect of Morgan Hill adding a 3rd station at city expense. There is a positive effect to cover the small 4-minute gaps in the center of the city. However, there is not significant or complete coverage improvement in the northwest and southwest hard-to-serve areas. This site overlaps the existing sites too much and thus is too far north. If a site is available, this station if ever added, would be better located to the south. If that happened and Station 12 was to ever need significant work, a westerly relocation of Station 12 would improve northwest City response times.

Maps 8c and 9c – Move SSC #3

If the Bonfante Gardens station site proves problematic as a station location for the South Santa Clara County Fire District over the long term, these maps show the 4-minute coverage from a proposed site further westerly in the county area. Map 9c shows the west Gilroy 4-minute travel coverage effect from the station not being operated at all. From the existing site, SSC #3 only provided modest coverage back into western Gilroy within 4-minutes. From the relocated site, there is essentially no first-due coverage into western Gilroy.

Map 10c – Adding a Western Gilroy Station

A question Gilroy asked was to look at the effect of a southwest Gilroy station in a proposed development area. Given the tentative nature of the proposal, this study only added a couple of connecting streets to a possible location. Clearly, to improve coverage to southwest Gilroy, another station is needed, and this site, with a full street network, would serve 90 percent or so of the underserved areas.

Map 11b – Relocating SSC #2 to San Martin

This map displays the effects of moving the current station to San Martin to improve coverage where the population density and calls for service are higher. When compared to Map #2b, there is a solid improvement in coverage to San Martin, at the slight expense of coverage in the less developed area east of the current station location.

Map 11c – Adding an Eastern Gilroy Station

Shown here is the effect of an additional station in east Gilroy, if additional development occurs. Given the limited new roads placed into this model, there is improved coverage to east Gilroy and back-up coverage to the core of Gilroy. There is also improved first and second-due coverage to the unincorporated areas northeast of Gilroy.

Map 12a – Engine Concentration with SSC #2 and SSC #3 relocated, plus two new Gilroy Stations

There is a significant improvement in the core of the two cities by moving SSC #2 north and adding two stations to the Gilroy system. Again, there is little positive effect from SSC #3; it is too far west other than for single unit coverage up the grade areas.

Map 13b, 14b, 15b – Morgan Hill 4-minute Coverage without SSC #1, with SSC #2 moved and Morgan Hill #3 added

Map 13b shows the coverage area of the SSC #1 station to Morgan Hill by removing it. It is apparent how much of Morgan Hill receives first-due unit coverage from the South Santa Clara County Fire District unit.

Map 14b shows the add-back effect of a 3rd Morgan Hill station paid for by the City. The tentative site covers most, but not all, of the SSC #1 area. The southwest corner of the City is still under-served, as it was from the SSC #1 site.

Map 15b shows the effect of relocating SSC #1 to site 1a in San Martin, combined with a 3rd Morgan Hill Station. There is a loss of coverage to southwest Morgan Hill, and some but not ideal improvement to San Martin.

Map 16c – Gilroy with Two New Stations and Without SSC #3

Shown here is the Gilroy coverage with SSC #3, but with two new stations, one west and one east. There is solid coverage in developing Gilroy. The far west is not as well served, but SSC #3 did not really cover this area well to begin with.

Map 17a – First-due Coverage with SSC #1 relocated, SSC #2 and SSC #3 removed, plus two new Gilroy Stations

This map shows the Valley-wide effect of removing SSC #2 and SSC #3, adding two Gilroy stations, plus relocating SSC #1. There is improved coverage in Gilroy, but with only one South Santa Clara County Fire District station, there is not effective core coverage in the central South Santa Clara County Fire District area.

Map 18a – Engine Concentration Coverage at 8 minutes with SSC #1 relocated, SSC #2 and SSC #3 removed, plus two new Gilroy Stations

Unlike the maps using one more centrally located South Santa Clara County Fire District Station, there is not as much multiple unit coverage in the center of the Valley. Seen from this perspective, the two center South Santa Clara County Fire District stations really add coverage to their core area, as well as the two cities.

Map 19a – Engine Concentration Coverage at 8 minutes with SSC #1 relocated to Site 1a in San Martin, a New 3rd Morgan Hill Station, SSC #3 removed, plus two new Gilroy Stations

This is the best balance of first-due and multiple-unit coverage, with two central South Santa Clara County Fire District stations, plus the Gilroy expansion areas on, if they occur. The proposed Morgan Hill site #3 needs to be moved south, but not as far as the CDF headquarters site.

Morgan Hill Fire Master Plan Response Time and Station Location Recommendations:

Master Plan Item RB-1: Provide a total travel time of 5-minutes and a Total Response Time of 7 minutes to 90 percent of all emergency responses.

Current deployment thinking continues to be that a first-due apparatus, by minute 7 from call receipt in dispatch, 90 percent is effective. However, we have now learned that the 5-minute travel time used in the Master Plan is too much as it actually takes one (1) minute for dispatch and two (2) minutes for the crew to don safety clothing and get dressed to get rolling. Thus, 7-3 minutes equals 4-minutes travel time. The Citygate maps are using 4-minute travel coverage, so the coverage is consistent with the prior Master Plan studies.

Additionally, the prior Master Plan maps may not match current ones, as the computer program used then was a crude, DOS-based program that has been superseded by GIS travel distance software. The older program tended to be too optimistic for travel distances.

Morgan Hill Fire Master Plan Option A Recommendations:

Priority	Description
1	Cooperative Agreement for integrated dispatch and unit status information for South County units
1	Cooperative Agreement for Battalion Chief level operational supervision or incident command*
1	Contract for supplemental staffing at South County Station bringing minimum staffing to 3-people/day*
2	Construction of new “center city” fire station (1-Time Capital Expense)*
2	Additional staffing of 3 FTE (9 people) to staff center city facility*
2	Amend sprinkler ordinance bringing minimum residential square footage to 3,000 square feet or greater
2	Re-negotiate secondary ALS Contract for services. Include ALS services within standard services provided.
3	Research and develop potential of cable system and related technology to provide interactive alarms and safety interfaces between Public Safety agencies and homes.
3	Implement Citizen Self-Help/Educational program enhancements.
3	Guarantee Presence of Truck/Quint Resource at Station 12. Modify contract with enhanced amortization expense.

*We agree with the items noted in yellow above and have re-stated them in the 2006 study. The other items are generic and appropriate. Some have been done, but do not pertain to the 3rd station issue.

Morgan Hill Fire Master Plan 3rd Station Recommendation:

“The addition of a new center city station in the vicinity of Dunne and Butterfield presents several advantages to the City of Morgan Hill. As discussed above, initial response times will be enhanced by approximately 37%. The workload on Station 12 will be reduced and fall into proportion with the workloads of the other stations. The presence of a station closer to the south end of the City provides an opportunity to more evenly divide the workload of related ancillary services such as inspections, hydrant maintenance and pre-incident planning. A station in this location provides four people on the scene of a structure fire within 8 minutes nearly all streets within the City. The addition of a station at 3-person staffing (with the enhancement of staffing levels at South County to a minimum of 3 people) meets all of the performance criteria identified in this report while limiting on-going operational expense.”

Citygate Analysis of 3rd Station MP Discussion:

The Master Plan assumed the South County District Station would stay in south Morgan Hill, as noted in yellow above when the plan recommended someone increase that station's staffing to 3 per day.

The Master Plan wanted a third station to not only fill a small response time hole in the city center, but it would serve three purposes:

- a. Handle more calls in the city center and thus lower response times;
- b. Provide a total of 12-firefighters on-duty when added to the South County 3;
- c. Take over fire prevention workload from the other two companies.

While the goal of lowering response times by placing a station where a *brief* time frame study shows a density of calls for service, it is a misguided policy. Stations stand for 25-50 years and neighborhood socio-economics can change, increasing or lowering calls for service. Current thinking stresses placing the stations for geographic first-due coverage equity, so each area has an equitable chance of a reasonable response from the first-due unit.

Citygate agrees in its study, that Morgan Hill at build-out needs 12 firefighters. Where we differ is that nine (9) firefighters in the city with the other 3 close by in San Martin may be enough. If a more southerly compromise site for the 3rd station can be found, then MH may be able to be served by three stations inside the current city limits.

As for the fire prevention workload issue, while it is nice to have more people to work this issue, it is not the reason to locate a fire station.

Citygate has prepared a mapping perspective of the older proposed Station #3 site versus the Citygate recommendations:

- ◆ Map #15e that displays in outline form the response area of the older Master Plan proposed site. As you look inside the Station #3 outline area, it is evident how much of the green area from the other stations this location overlaps. The older proposed site also has an almost straight shot into Station #13's area, which is unnecessary.
- ◆ Actually, a 3-station "triangle" with a more southwesterly Station #3 better covers Morgan Hill. To show this conceptually, Citygate found a vacant parcel on Tennant Avenue, 500 feet east of the intersection of Tennant and Monterey Road. On Map #15d, this site well covers a third of Morgan Hill, with less overlap. This site almost serves the same area as the SSC#1 station, except for a few hard-to-serve dead ends of the city limits. More importantly, when viewed with a possible move of SSC #1 to San Martin, Morgan Hill can be covered by only three stations inside the city limits, yet, still have the Master Plan, and Citygate recommended 12 firefighters on serious fires by using the close by SSC #1 station in San Martin.

Even if South County #1 does stay, it is often pulled out to the unincorporated area, and when this occurs, a more southerly Morgan Hill dedicated Station #3 better serves southwest Morgan Hill.

Geographic Map Station Location Findings

1. Morgan Hill needs three fire stations for adequate coverage.
2. The proposed Morgan Hill site #3 needs to be further south.
3. The South Santa Clara County Fire District needs two stations in its core area.
4. San Martin is really underserved, given its development and calls for service density.
5. West Gilroy is hard to provide first-due coverage to, but has very low density and calls for service.
6. The South Santa Clara County Fire District Station #3 is misallocated from a cost of staffing/benefit viewpoint. It only really serves the Hecker Pass corridor with few calls for service.
7. If Gilroy expands to the southwest and east sides, each expansion will require an additional station for effective first-due unit coverage.
8. Both Morgan Hill and South Santa Clara County Fire District have inadequate chief officer coverage from two perspectives:
 - a. With only one assigned chief there is too much work in administration and training for one person;
 - b. After business hours, the chief officer response from outside the Valley is too long and unsafe for the crew's on-scene and the tactical problem being dealt with.

Current Response Statistics Findings

For purposes of this sub-regional study, Citygate Associates merged the response data and risks present for the three fire departments to model the area as if one fire department, at the current configuration levels, was serving the South Santa Clara Valley. In some respects, this is what occurs today, since none of the three agencies has enough stations or on-duty personnel to handle serious emergencies alone. All three fire agencies are inter-dependent using mutual and automatic aid agreements to operate as much as possible as one agency for serious emergencies.

This response statistics portion of the study focuses on responses from eight fire stations in three jurisdictions. Stations **CNT 12** and **CNT 13** of the Santa Clara County Fire Department, Stations **SSC #1**, **SSC #2** and **SSC #3** from South Santa Clara County Fire District and the Gilroy fire stations at **Sunrise**, **Las Animas** and **Chestnut**.

Given the differences between three fire department records systems, the only way for this study to review deployment movements and response times is to track individual fire apparatus movements. Here are the units by fire department and station used in this study:

Santa Clara County	CNT 12	E12, T12
Santa Clara County	CNT 13	E13
South County CDF	SSC 1	E1, W1
South County CDF	SSC 2	E2, W2, CPT1608
South County CDF	SSC 3	E3
Gilroy Fire Department	GIL Sunrise	R81
Gilroy Fire Department	GIL Las Animas	E71, E72, E73
Gilroy Fire Department	GIL Chestnut	E61, T61, PT61

Dataset Identification

Santa Clara County and Gilroy Fire Department submitted standard National Fire Incident Reporting (NFIRS) 5 transaction files for Incident and Apparatus reports occurring in 2005. Since NFIRS 5 data was not available from South Santa Clara County Fire District, computer aided dispatch (CAD) records of apparatus responses were submitted as a substitute. Since CDF switched CAD systems in the spring of 2005, two CAD export files had to be merged for this study. Since NFIRS version 5 incident data was unavailable from the South Santa Clara County Fire District, this study is limited to the apparatus response data provided by each of the three fire departments.

Data Processing Methodology

NFIRS 5 data for Santa Clara County was loaded. Responses were ordered by Apparatus ID #. Responses from Santa Clara County units outside the scope of the study were eliminated. Only a small subset of the apparatus data provided by Santa Clara County fell within the scope of this study.

Raw CAD data for South Santa Clara County Fire District responses was loaded in two parts. A cut-off date was established in May so any reporting overlap between the two CAD systems was eliminated. CAD data was ordered by Unit ID. Old CAD Unit IDs were globally replaced to match Unit ID scheme used in the new CAD system. Unit IDs falling outside the scope of this study were eliminated. NFIRS version 5 data from Gilroy Fire Department was loaded. Responses were ordered by Apparatus ID #. Responses of a very limited number of units outside the scope of the study were eliminated. The vast majority of the apparatus data provided by the Gilroy Fire Department fell within the scope this study.

When apparatus records were loaded from all three agencies, apparatus responses of other agencies were eliminated from the database to avoid duplication. For example, Gilroy data listed responses for E1, E2 and E3. Since those apparatus are not from Gilroy, they were eliminated from Gilroy's response list to avoid duplication. The first arriving unit was determined for each fire department incident. Then all first arriving units were examined to determine the frequency of simultaneous responses.

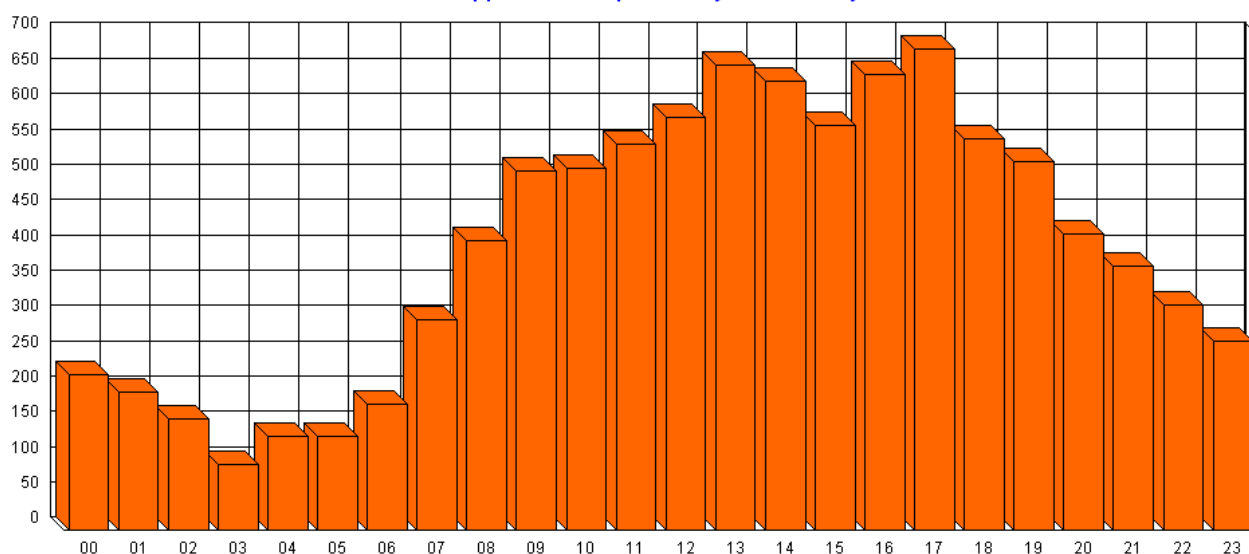
Unit Responses and Median Response Times

A total of 9,636 apparatus responses have been tracked for this study. This chart breaks down this apparatus activity listing the busiest companies first. Only companies with more than 80 responses are listed. To increase accuracy the fourth column reports median response time, not average response time. Median response time automatically discounts “outliers” that can skew average response time results. However, this response time is only as accurate as the times entered into the record management system.

Unit ID	Station	Number of Responses in 2005	Median Response Time
E71	Las Animas	1,442	5.63
E1	SSC 1	1,401	3.15
E12	CNT 12	1,376	5.27
E61	Chestnut	1,294	5.87
E2	SSC 2	1,019	5.13
E13	CNT 13	826	5.20
E3	SSC 3	530	2.30
E73	Las Animas	406	5.60
R81	Sunrise	396	7.30
PT61	Chestnut	323	6.00
T12	CNT 12	237	4.67
T61	Chestnut	99	6.17
W1	SSC 1	92	N/A
W2	SSC 2	84	N/A

Here is a graph that illustrates the 9,636 apparatus responses by hour of the day. The responses per hour trend is normal for suburban fire departments, where people during awake hours tend to drive calls for service:

9,636 Apparatus Responses by Hour of Day

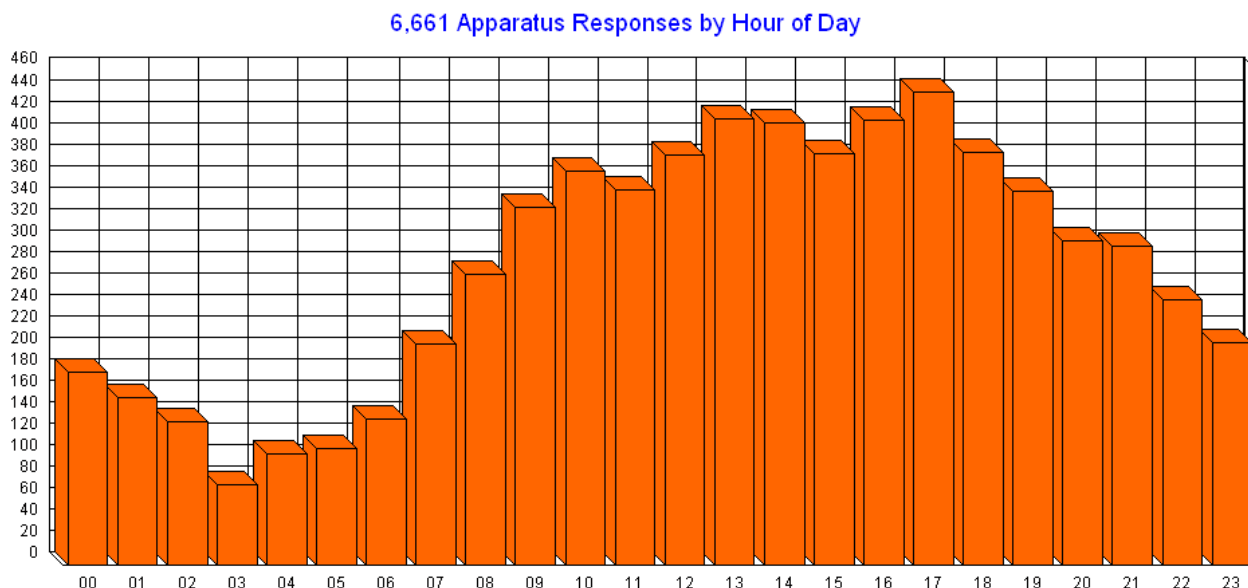


If the number of Apparatus responses is reduced to only those responses where the apparatus response represents the first company to arrive on the scene, there are 6,661 first-due apparatus responses in the database. This figure should approximate the number of incidents.

This chart reports first-due apparatus activity listing the busiest companies first. Only apparatus with more than 80 responses are listed:

Unit ID	Station	Number of Responses in 2005	Median Response Time
E12	CNT 12	1,248	5.17
E71	Las Animas	976	5.50
E61	Chestnut	944	5.72
E1	SSC 1	902	5.08
E13	CNT 13	639	4.75
E2	SSC 2	605	7.07
E73	Las Animas	335	5.28
R81	Sunrise	251	5.85
PT61	Chestnut	242	5.62
E3	SSC 3	222	7.10
T12	CNT 12	160	4.00
T61	Chestnut	89	6.17

Here is a graph that illustrates 6,661 first-due apparatus response by hour of the day, which is again a normal curve for a suburban fire department:



Calls to Each Other's Jurisdiction

Another perspective is to look at how many times one agency responds into another. The reasons are several – multi-unit response, backing up for a unit already busy on a prior call, or assigning another agency's unit a primary response area in your jurisdiction. This is what occurs in Morgan Hill where the South Santa Clara County Fire District Station #1 unit responds as a primary unit in south Morgan Hill.

The problem with counting these records is that the three agency computer systems were not set up to count calls for service in each other's political subdivisions, but to each other's response areas in some instances. Some records systems, for example, count a Morgan Hill County unit responding into South Morgan Hill as a South Santa Clara County Fire District response, when it is still Morgan Hill. In addition, there are Morgan Hill and Gilroy addresses in the unincorporated areas.

Citygate reviewed all the data and tried to combine the three agency record sets, but it was impossible. The best count we could find for 2005 is from the CDF Dispatch center that tries to accurately count responses into other political subdivisions – the cities. Below is their data for 2005. It may be off a very small amount due to human error, the data highly correlates with the plotted addresses on the maps. We cannot count addresses plotted on the maps, because due to street name errors in the address field in agency computer records, only about 95 percent of the addresses will plot on the map.

Responses INTO South Santa Clara County Fire District:

Incident Type	Co. Fire alone into SCC jurisdiction	Co. Fire /SSCCFD into SCC jurisdiction	GILROY alone into SCC jurisdiction	GILROY /SSCCFD into SCC jurisdiction
EMS	98	48	28	103
Public Service Assist	11	2	2	0
Vegetation Fire	3	14	0	8
Other Fires	5	21	1	16
Structure Fire	0	16	0	17
HazMat/FMS	6	11	0	0
Other	7	8	6	1
TOTAL	130	120	37	145

Responses OUT of the South Santa Clara County Fire District:

Incident Type	SCC INTO Co. (MH) Fire Jurisdiction	SCC INTO Gilroy Jurisdiction	SCC INTO San Jose Jurisdiction	SCC INTO (SRA) AREA
EMS	405	76	23	93
Public Service Assist	11	1	0	16
Vegetation Fire	22	9	10	0
Other Fire	112	71	6	8
Structure Fire	83	43	5	1
HazMat/FMS	138	22	1	7
Other	21	2	1	0
TOTAL	792	224	23	32

Even accounting for the fact the some of Santa Clara County Fire's Morgan Hill units respond north and east of Morgan Hill and up Highway 101 for San Jose, at a large macro policy level the 720 calls the South Santa Clara County Fire District responds *into* Morgan Hill are clearly more substantial than the 250 calls the County Morgan Hill units reciprocated with into the South Santa Clara County Fire District Area.

Simultaneous Incidents

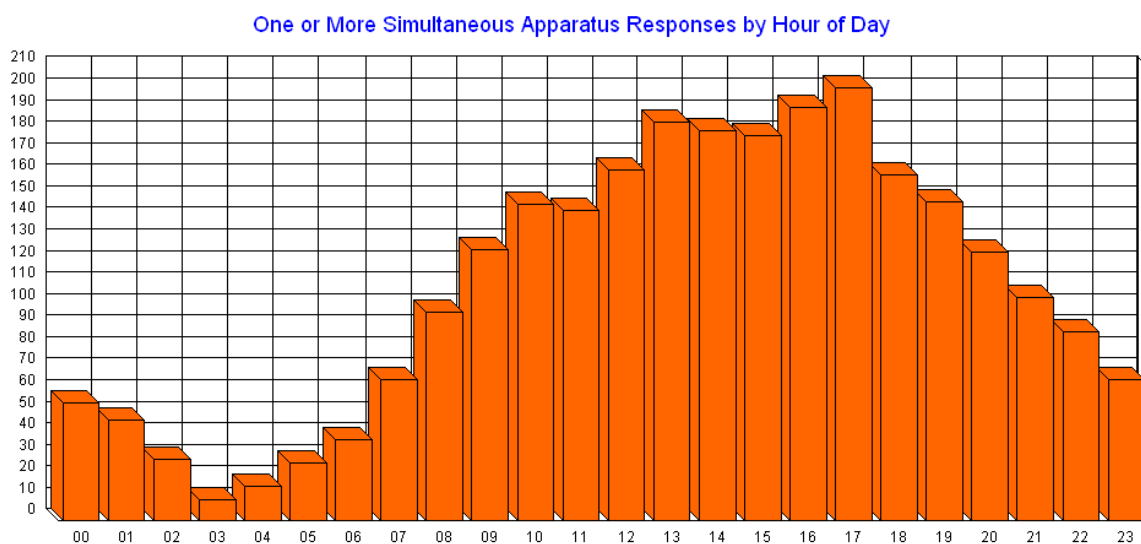
If Apparatus responses are reduced to the 6,661 that represent only those responses to *first* arrive on the scene then the following percentage of simultaneous activity can be calculated for study area:

Responses when one or more other responses were underway: **38.95%** (2,595)

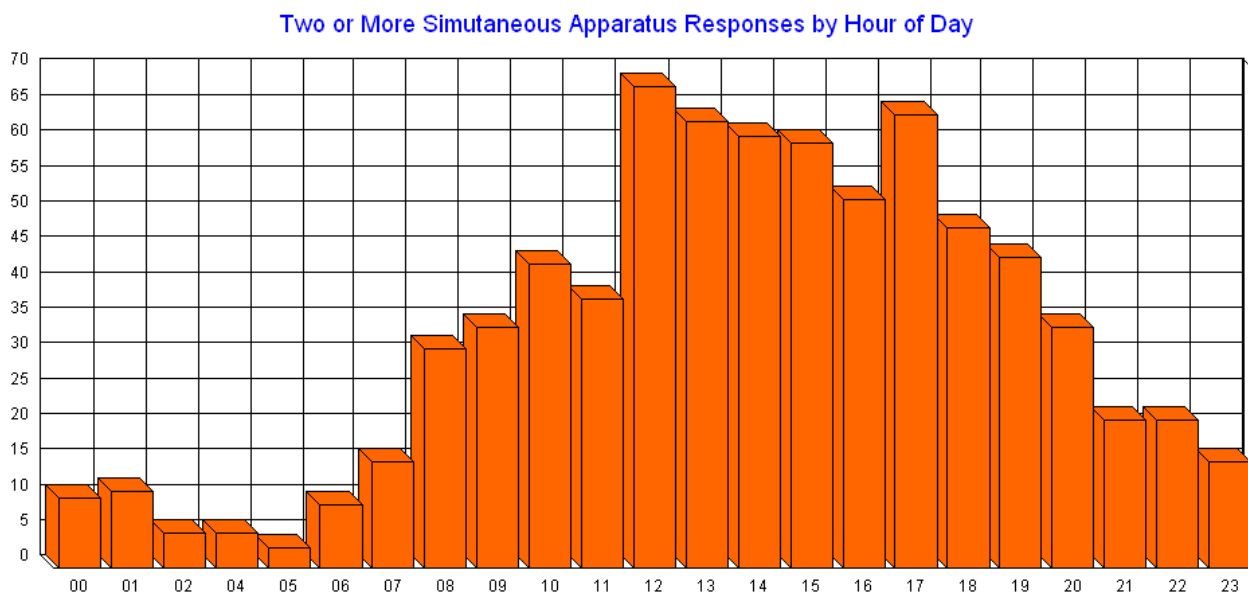
Responses when two or more other responses were underway: 11.33% (755)

Responses when three or more other responses were underway: 3.45% (203)

Here is a graph illustrating one or more simultaneous responses by hour of day:

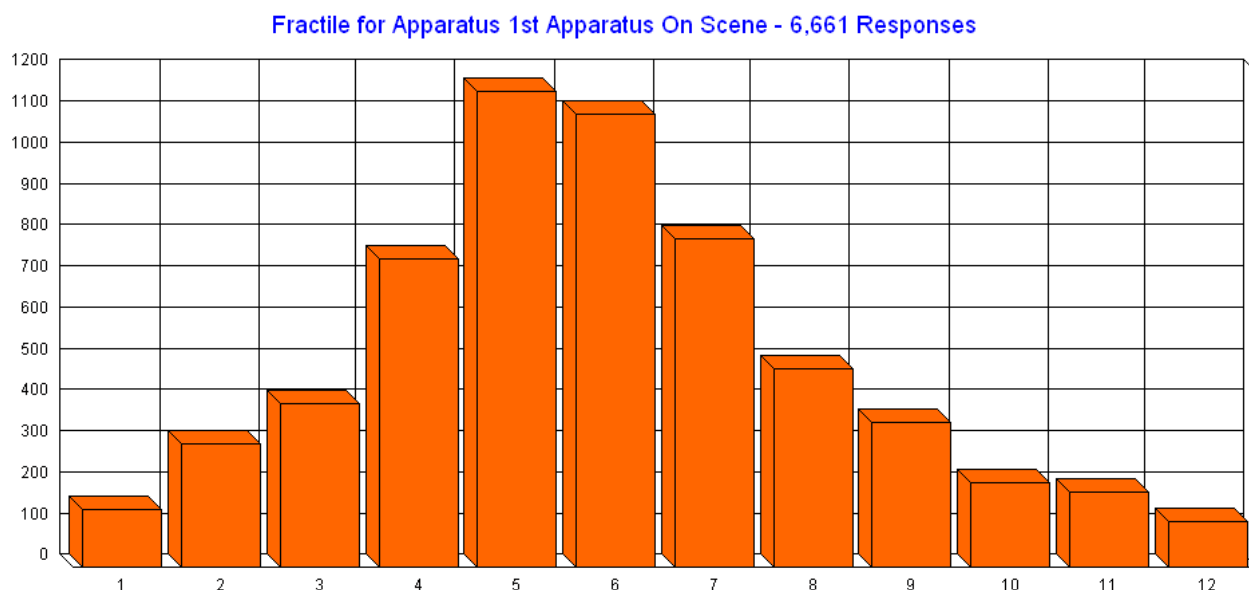


Here is a graph illustrating two or more simultaneous responses by hour of day:

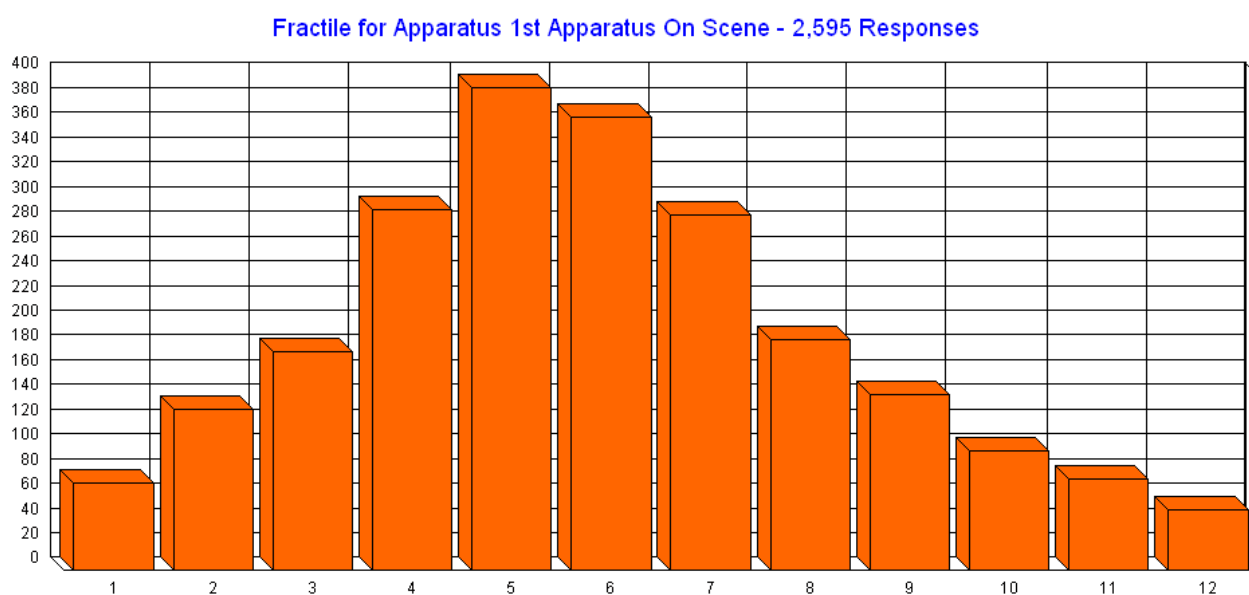


The two plots above show that by hour of day, the quantity of simultaneous calls for service occurs in synchronization with the total call for service increase during waking hours. Simply stated, as the number of responses per hour rises, the likelihood of simultaneous incidents rises proportionately.

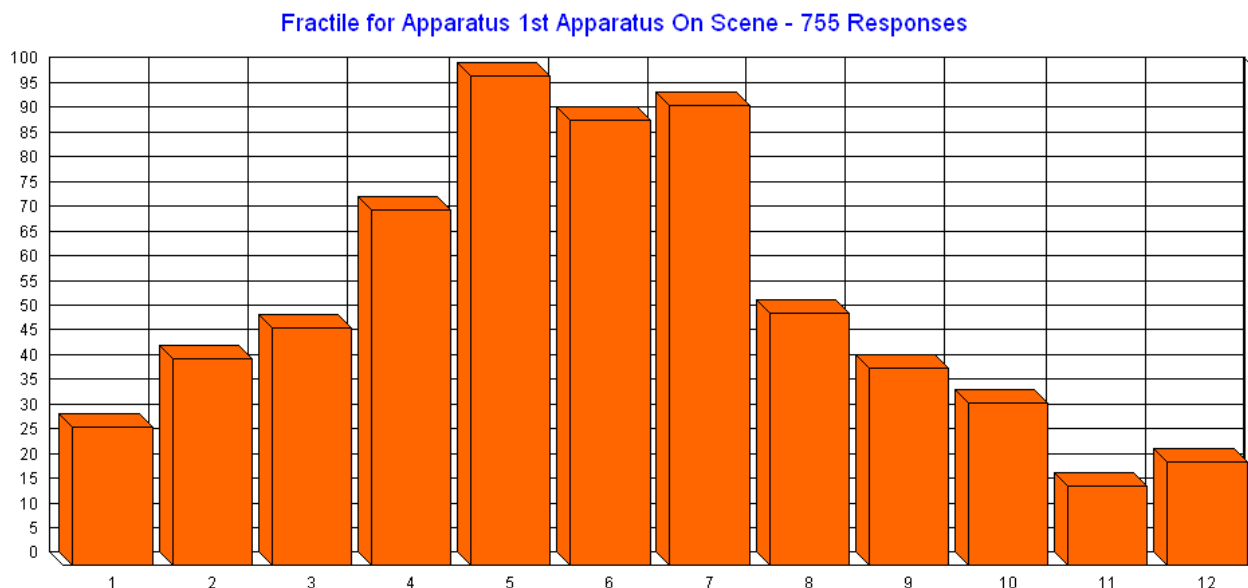
Here is the regionalized affect of simultaneous responses on first company arrival time. This first graph illustrates fractile arrival times for all first-due companies:



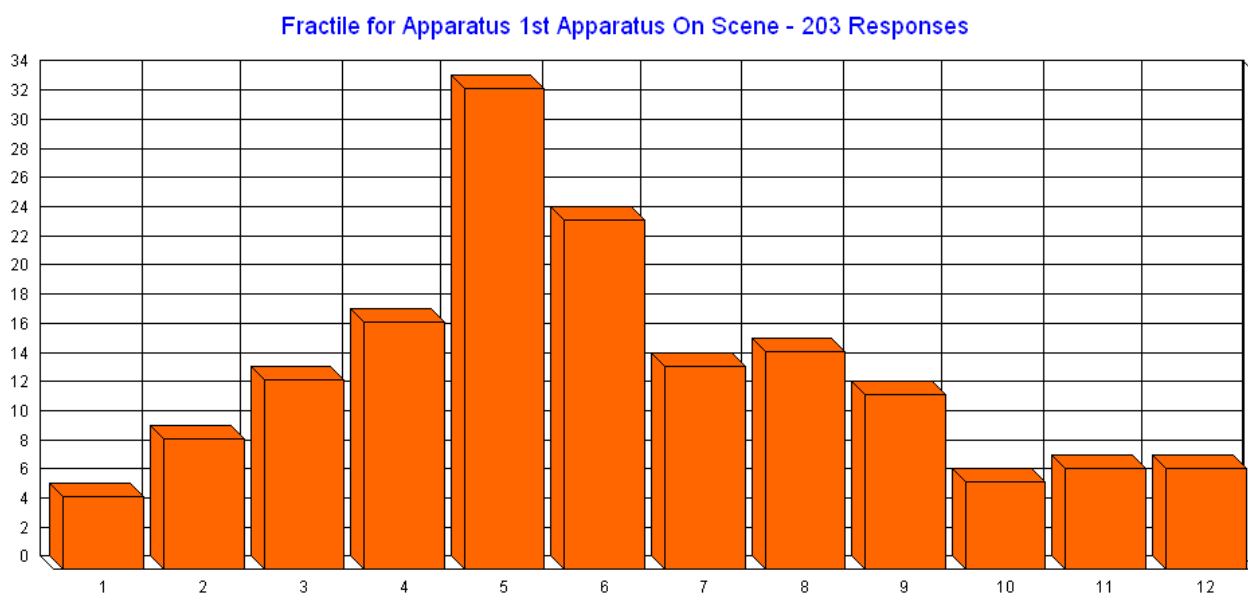
Here is the fractile breakdown for 1st Apparatus on scene with **one** or more simultaneous incidents:



Here is the fractile breakdown for 1st Apparatus on scene with **two** or more simultaneous incidents:



Here is the fractile breakdown for 1st Apparatus on scene with **three** or more simultaneous incidents:



The meaning of the above three graphs is that response time performance per minute does not really decay, (shift to more minutes on the right side of the graph) until there are three simultaneous calls for service working in the South Santa Clara Valley area. What probably happens is that two of the simultaneous calls for service occur one per agency, at opposite ends of the system. Any one of these jurisdictions can at least minimally responds to two calls at the same time, if they are single unit response incident types. However, given the limited fire units

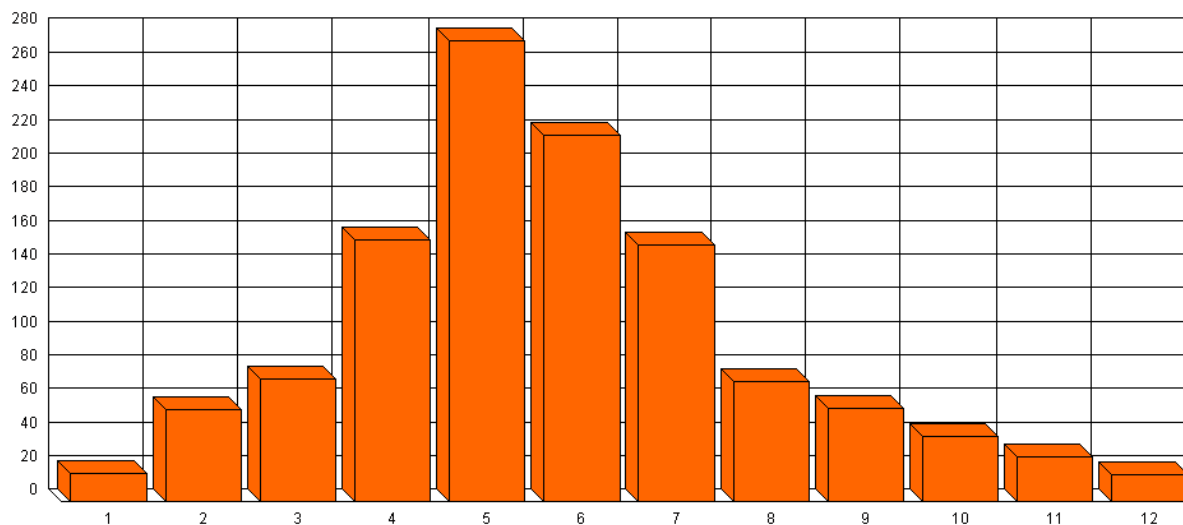
in all three jurisdictions, when a 3rd call for service occurs, it usually is answered with a mutual aid unit, which has a longer response time from outside the home area.

Fractile Performance by Engine Company

The following graphs display per minute the first-due arrival performance for each station area. Since some of these calls may have been answered by another unit, these graphs do not represent just the performance of the assigned unit, but again, of the district:

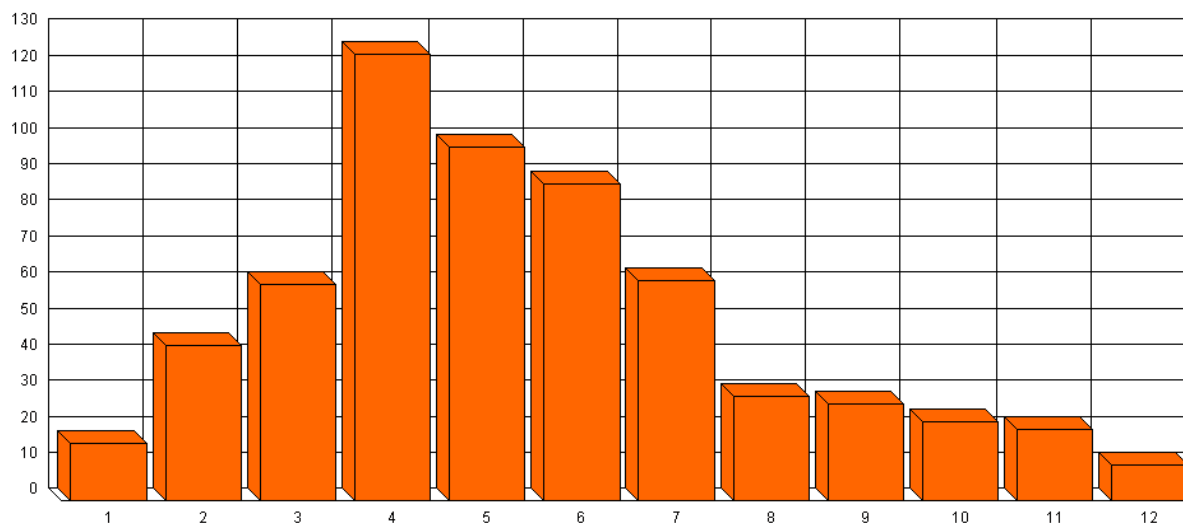
Santa Clara County - E12

Fractile for Apparatus 1st Apparatus On Scene - 1,248 Responses



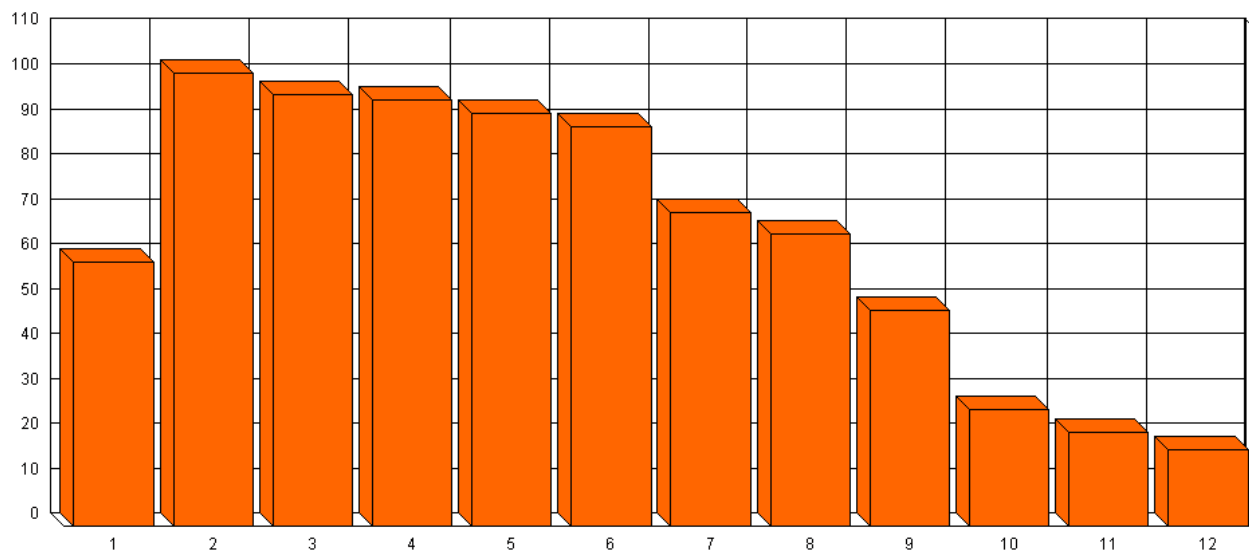
Santa Clara County - E13

Fractile for Apparatus 1st Apparatus On Scene - 639 Responses



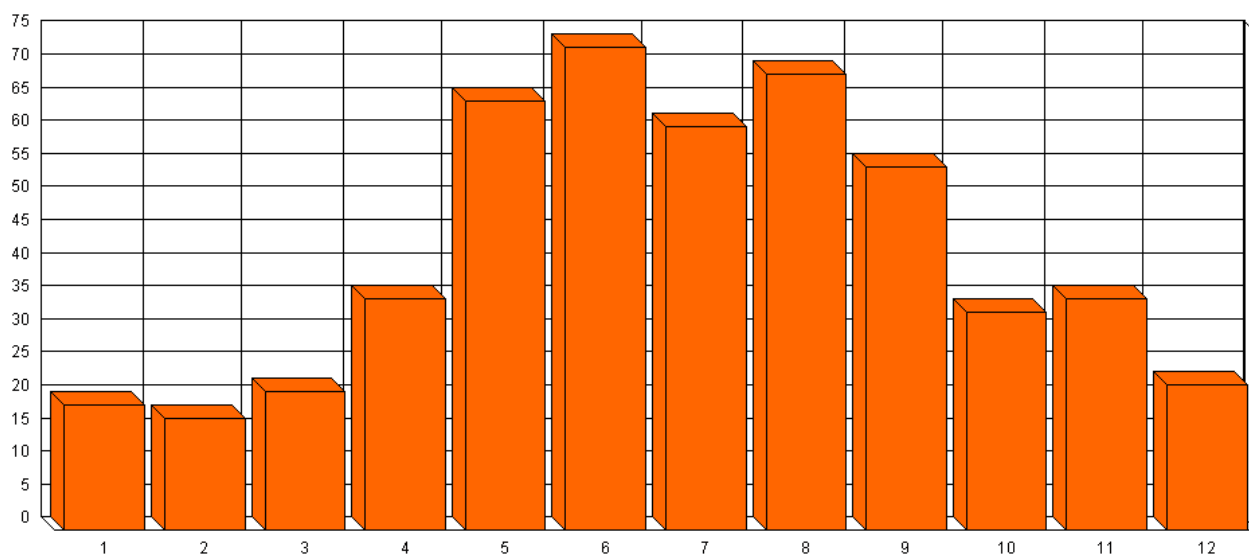
South Santa Clara County Fire District CDF – E1

Fractile for Apparatus 1st Apparatus On Scene - 902 Responses



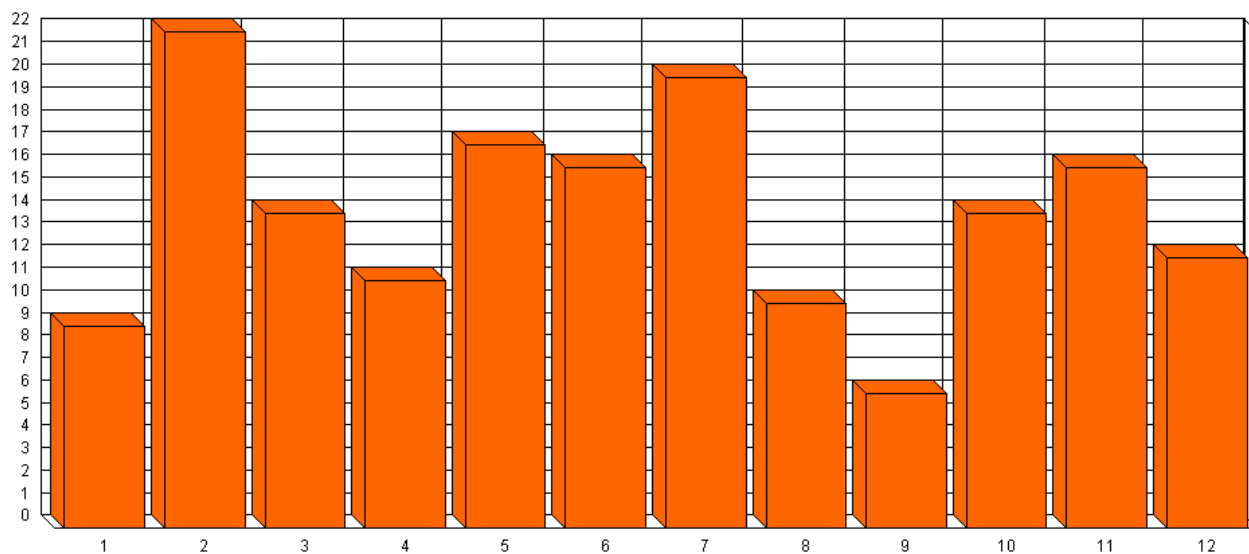
South Santa Clara County Fire District CDF - E2

Fractile for Apparatus 1st Apparatus On Scene - 605 Responses



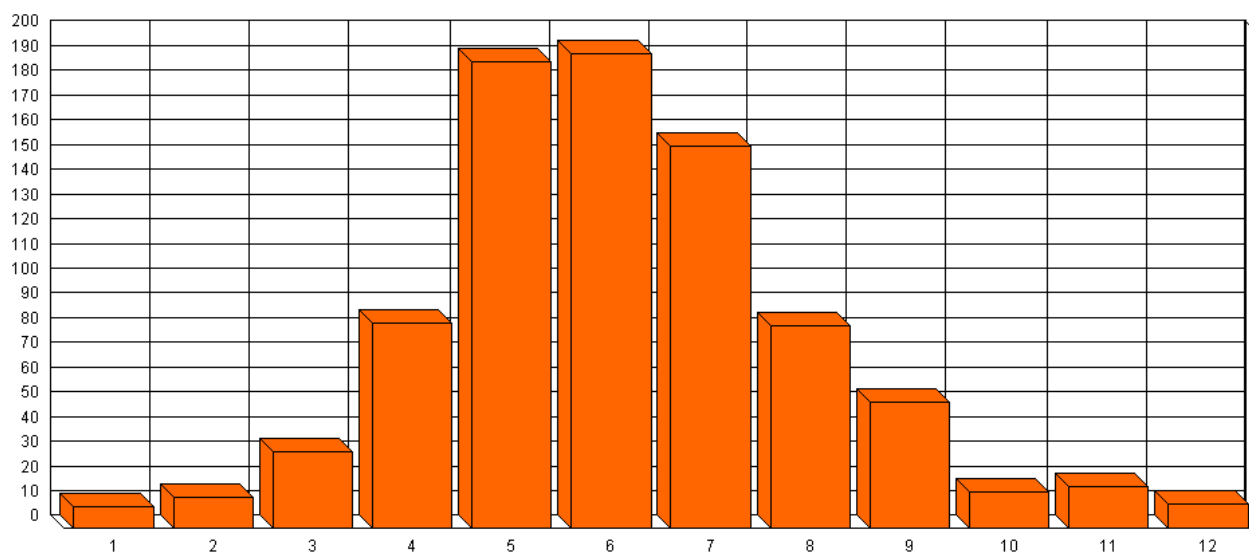
South Santa Clara County Fire District CDF - E3

Fractile for Apparatus 1st Apparatus On Scene - 222 Responses



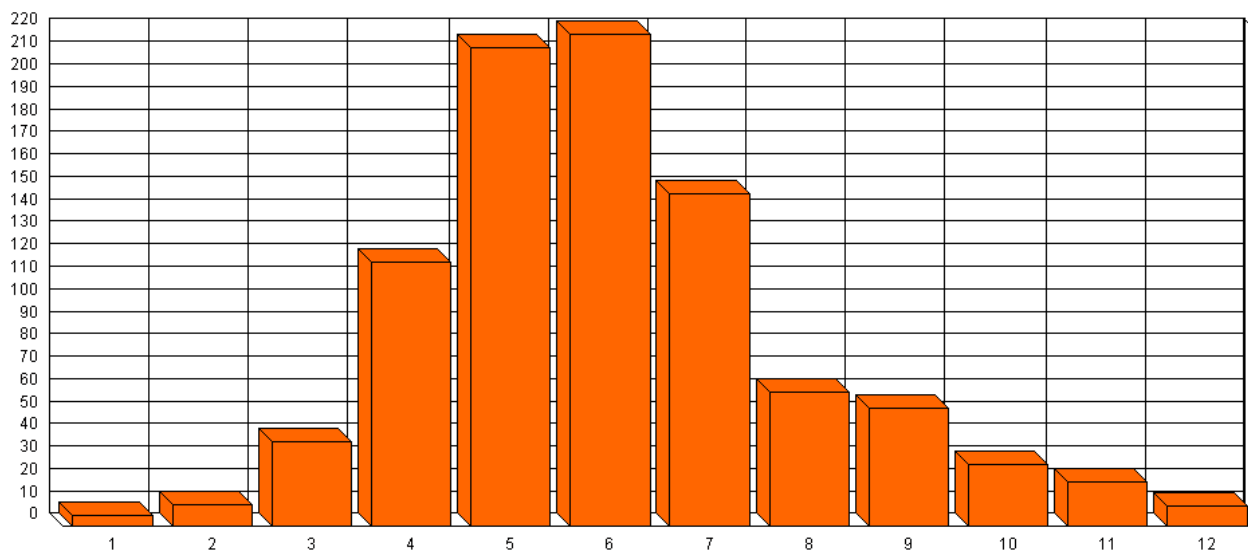
Gilroy - E61

Fractile for Apparatus 1st Apparatus On Scene - 944 Responses



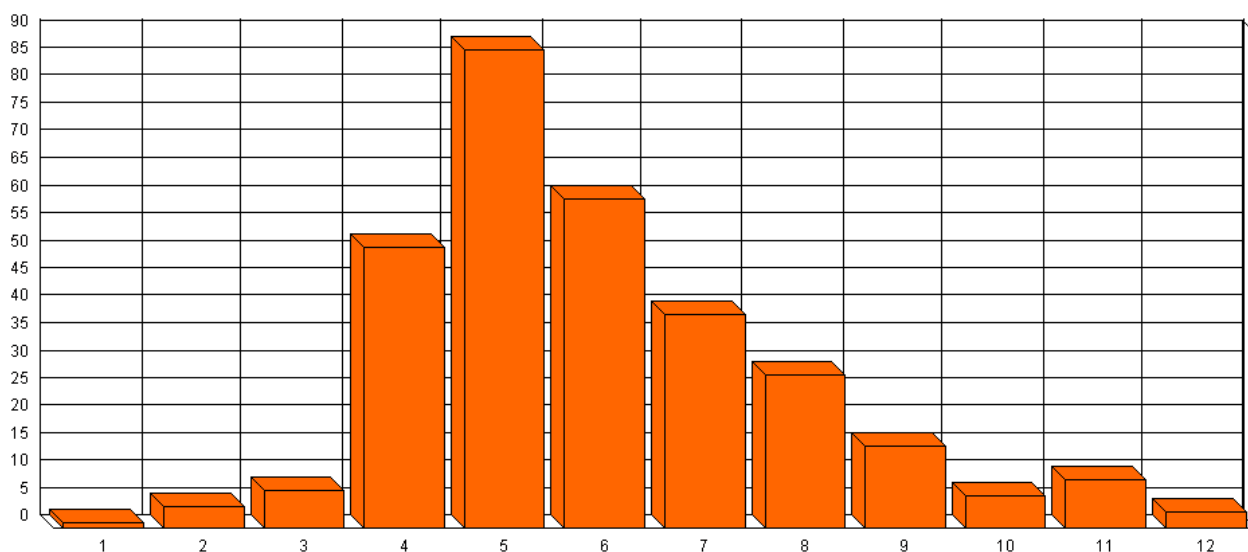
Gilroy - E71

Fractile for Apparatus 1st Apparatus On Scene - 976 Responses



Gilroy - E73

Fractile for Apparatus 1st Apparatus On Scene - 335 Responses



Response Statistics Findings

The goal of this regional study was to see if there are enough engines in service, or if the simultaneous call for service activity was significantly lowering response times.

1. While in an eight-station department, a simultaneous call for service rate of 39 percent is a little high; in this study area, the station areas with reasonably sized first-due areas (the cities) do not show a serious decay to their response times. Citygate believes this means the simultaneous calls occur at the two busy “ends” of the system (the cities) and thus do not affect the other city. South Santa Clara County Fire District, having less responses in its own area, operates as a “swing company” in that they take second or third-due calls

from the middle into both cities. This is suggested by the fact that the overall fractile performance per minute does not really decay until there are three or more calls for service at once, which only occurs 3.5 percent of the time.

2. The individual fractile performance graphs per company are all a little “right shifted” in that more calls are answered past the mean than in the first 4 minutes. This means that all the first-due districts are too large, with the worst being the South Santa Clara County Fire District Stations SSC #2 and SSC #3. SSC#1, being in a highly populated area of Morgan Hill, is answering many calls close to its station location.
3. The “developed” area response times, while a little weak, are not dangerously low, and in fact, all three departments maintain modest response times by helping each other with mutual and automatic aid agreements. These three agencies are very co-dependent and no one agency has the staffing and station locations to deliver more typical suburban levels of service where 90 percent of calls for service can be answered by minute 7, and after that, the graph will dramatically tail off.
4. These response statistics do not suggest in of themselves that an immediate additional unit needs to be placed into service. On the other side, these are modest response performances and do **not** suggest that the Valley can be served by fewer than the existing eight fire stations.

Geographic and Response Statistics Station Location Recommendations

In consideration of the fire deployment issues discussed earlier in this report and after the above review of the existing response system in the South Santa Clara Valley, Citygate recommends:

1. South Santa Clara County Fire District Station #3 (referred to as SSC #3) needs to be removed altogether and have its staffing relocated. This will place staffing closer to a higher number of calls for service. SSC #3 being staffed with only a 2-firefighter crew serves very little of west Gilroy and only has a few calls for service up the Hecker Pass region, which is a rural area with an expectation of long response times. The few calls annually up the pass road area could be covered under a contract with Gilroy, while the two firefighters per day could be relocated to other stations, raising those 2-firefighter crews to 3-per day, as stated in recommendation 3 and 4 below. This will provide a better concentration of staffing on the first-due engine for the District at each emergency in consideration of the long distance needed to respond to some calls.
2. Morgan Hill is large enough for three fire stations by itself. The City should open and staff a 3rd southwest fire station, but more southerly than its currently planned location. The current proposed site overlaps too much with the existing station and assumes that SSC #1 will stay in Morgan Hill forever. The additional station is necessary for a growing population and consistent with the earlier Morgan Hill Fire Master Plan and other studies over the years about Morgan Hill Fire Services. Serious building fires in Morgan Hill require more than the 6 City-based firefighters. The SSC #1 station only is staffed at 2-firefighters per day and is not guaranteed to always be available to Morgan Hill. If Morgan Hill fielded 9 firefighters per day from its own resources (rather than the current 6 per day), and the SSC #1 station was increased to 3 per day, then a more effective response force of 12 firefighters (not the present 8) would be available to Morgan Hill as long as SSC #1 remains in its present location.

3. South Santa Clara County Fire District Station #1 needs to be relocated to San Martin, and have its daily minimum crew staffing increased from 2 to 3 by transferring one of the positions from the closed station SSC #3. As stated in recommendation 1 above, the low call for service rural area of this station does not justify its expense, even with its limited first-due area into Western Gilroy. Staffing is needed in the higher call for service and population density areas of Morgan Hill and San Martin. This move, of course, conflicts with Morgan Hill's need to have SSC #1 remain in its current location.

It needs to be understood that a significant number of calls for service that SSC #1, relocated to San Martin, will respond to will still be in southwest Morgan Hill, although the response time will be somewhat longer. However, with 9 firefighters of its own on duty each day, this somewhat longer response by SSC #1 will be acceptable. As Morgan Hill grows, it will need 12 or more firefighters on 4 companies for serious fires, thus always needing the South Santa Clara County Fire District response and the need to address equity in their joint response relationship. The Morgan Hill situation at build-out is not similar to Gilroy where Gilroy will field more firefighters per crew, from more stations, than will smaller Morgan Hill, and thus Gilroy will only slightly depend on the South Santa Clara County Fire District.

4. South Santa Clara County Fire District should use the funds from the second position from the closed Station SSC #3 to contract with Gilroy to provide responses west and south of Gilroy. Again, what limited staffing is available has to be moved closer to higher density calls for service locations. Initially, this funding would allow Gilroy to add a 3rd firefighter to the Gilroy Sunrise Station to bring it up to full 3-firefighter engine staffing. The more suburban area in and just outside Gilroy needs a full, effective fire crew at the Sunrise station. It makes sense for this expense to be shared by the two agencies, and as stated in recommendation 1 above, Gilroy under contract can also respond up Hecker Pass Road into the South Santa Clara County Fire District.

The agencies with limited funding should concentrate their staffing on three (3) person engines in the more developed areas that generate more calls for service. While the rural and emerging suburban areas will have longer response times, when the fire crew does arrive, they will be more effective with a staffing of three.

5. As Gilroy develops, it can add both a southwest and eastern station. The growing population will require more station coverage. These will be well positioned to provide needed coverage into the South Santa Clara County Fire District under a future contract for service relationship, if at the time the additional station(s) open, the two fire departments are still separate entities. At build-out, Gilroy will have the risk, calls for service, and simultaneous calls for service to need five fire stations and at least 17 line firefighters on duty per day.
6. To improve chief officer coverage in Morgan Hill and the South Santa Clara County Fire District, the two agencies should each share the cost of a 3rd chief officer position. Then the three chiefs need to be moved to a 3-platoon, 24/7/365 coverage schedule. First and most importantly, this improves critical chief officer coverage at all times, reducing the risks associated with managing incidents. Second, this shared cost will help balance the response equity situation where Morgan Hill units respond first due to county areas solely north and northeast of the City.

It needs to be understood that a significant number of calls for service that SSC #1, relocated to San Martin, will respond to will still be in southwest Morgan Hill. As Morgan Hill grows, it will need 12 or more firefighters on 4 companies for serious fires, thus always needing the South Santa Clara County Fire District response and the need to address equity in their joint response relationship. The Morgan Hill situation at build-out is not similar to Gilroy where Gilroy will field more firefighters per crew, from more stations, than will smaller Morgan Hill, and thus Gilroy will only slightly depend on the South Santa Clara County Fire District.

FINANCIAL ANALYSIS OF ALTERNATIVE SERVICE OPTIONS

Citygate was asked not only to assess and recommend a fire service level that is consistent with various national guidelines, fire station location/relocation and replacement, and station staffing levels, but also to look at the fiscal side of these issues. Specifically, Citygate was requested to:

- ◆ Review the overhead structures and costs for the three fire departments/agencies.
- ◆ Conduct and present a brief assessment of issues in governance and revenue structures and how they could assist or impede a partial or full consolidation effort.
- ◆ Based on a high level overhead cost assessment, identify a conceptual overhead structure if two or more departments were to be combined.

BACKGROUND

Each of the three agencies is really quite different in geographic size/population, and fire service configuration. The tables below give a quick picture that becomes important in both the operational and the fiscal analysis in this report.

Agency	Sq. Miles	Population	Calls for Service	# of stations	Daily Suppression Staffing	Headquarters Staffing	FY 2004-05 Expenditure
Santa Clara County (Morgan Hill)	12	36,423	2,200	2	6	3+ County HQ staff	\$4,194,484
South Santa Clara County Fire District (CDF)	260	35,000 est.	1,852	3	7 +Amador contract and Paid Call firefighters	1 Battalion Chief plus CDF HQ staff	CDF cost \$3,264,317
Gilroy	16	47,671	2,923	3	10	9; including 4 chiefs plus prevention and support	\$7,376,484

The most obvious apparent similarity above is the expenditure totals for Morgan Hill and South Santa Clara County Fire District. However, the details reveal interesting differences. The South Santa Clara County Fire District staffing of 7 is supplemented by an “Amador” contract during the non-fire season, with about \$116,000 of the above South Santa Clara County Fire District cost represented by this supplemental staffing. Additionally, another approximately \$50,000 in the above South Santa Clara County Fire District expenditure is for Paid Call firefighters to further supplement the staffing. Therefore, South Santa Clara County Fire District is receiving a much higher staffing level for less money than is Morgan Hill.

The reason for the difference in cost of fire service between the agencies is reflected in the following comparison of base salary for comparable positions in each of the three agencies. To provide a sense of scale, three other nearby agencies are included. While this comparison is useful in illustrating why fire costs are comparatively higher in Gilroy and why Morgan Hill receives a lower staffing level of service at a cost higher than South Santa Clara County Fire District, it does omit the affect of benefits on total personnel cost. Each agency handles benefits somewhat differently; therefore, a comparison among the three agencies of total salary and benefit costs for comparable positions is helpful.

Comparison of Base Salary (top step) Only

Agency	Fire Chief	Battalion/Div Chief	Captain	Fire Engineer	Firefighter
Santa Clara County (Morgan Hill)	\$195,192	\$142,428	\$118,248	\$98,544	N/A
San Jose	\$194,293	\$138,091	\$107,162	\$93,101	\$83,616
Gilroy	\$142,632	\$116,148	\$94,893	\$83,939	\$79,900
Salinas	\$147,372	\$120,636	\$94,068	\$82,872	\$75,168
Monterey	\$134,280	\$109,800	\$80,160	\$69,240	\$65,952
South Santa Clara County Fire District (CDF)	N/A	\$67,836	\$53,184	\$46,188	\$34,044

Comparison of Salary and Benefits Costs (top step) for the Three Agencies

Agency	Fire Chief	Battalion/Div Chief	Captain	Fire Engineer	Firefighter
Santa Clara County (Morgan Hill)	\$303,516	\$225,240	\$189,996	\$161,028	N/A
Gilroy	N/A	N/A	\$152,860	\$136,868	\$130,972
South Santa Clara County Fire District (CDF)		\$154,217	\$110,012	\$95,540	\$83,750

* Information provided by the agencies.

Using the personnel costs for each of the three agencies, we can compare the cost of operating a 3-person engine company in a fire station. While some assumptions and extrapolations were necessary in order to arrive at the comparison below, the order of magnitude difference again

illustrates the relationship between the cost of service, level of service received and each agency's fire services budget.

Agency	Cost of a 3 Person Station	# of stations	Daily Suppression Staffing	FY 2004-05 Expenditure
Santa Clara County (Morgan Hill)	\$2,100,000	2	6	\$4,194,484
Gilroy	\$1,833,000	3	10	\$7,376,484
South Santa Clara County Fire District (CDF)	\$1,103,000	3	7 + Amador contract	CDF cost: \$3,264,317

One of the interesting relationships in the table above is the fact that Morgan Hill has two 3-person staffed stations, and the current contract provides that an additional station will cost \$2,000,000 year to staff plus up to a 5 percent increase in 2006 dollars. The 2005-06 Morgan Hill Contract is \$4,377,495. Therefore, one would assume that if each station costs \$2,100,000, then all but \$177,495 of the FY2005-06 contract cost is for station costs. However, for the remainder, Morgan Hill receives two full-time fire inspectors, a battalion chief on-call and the support of the Santa Clara County Fire Department Headquarters staff. What is apparent is that the contract to Morgan Hill undervalues the real cost of the service received, and what makes the cost of that service so high is the comparatively high salary and benefits paid by the Santa Clara County Fire Department.

Finding: The cost of fire service in Morgan Hill, in relationship to the level of service received, is the highest among the three agencies, largely as a result of the level of salaries and benefits paid by the Santa Clara County Fire Department. However, Morgan Hill is still not paying the full cost of the service received, since the Fire Department is not apparently charging all of the administrative overhead and support costs.

One very simplistic way of looking at the full cost of fire service is to divide the full department budget by the number of daily on-duty suppression personnel. This allocates all of the departmental overhead, including supervision, fire inspection, public education, etc. to the station. If a city such as Morgan Hill, then, is contracting for full turnkey fire service as their contract indicates, then the City is receiving all of the services and this methodology roughly approximates the real cost of service.

Agency	Total 2004-05 Expenditures	Daily Station Staffing	Cost per Daily Suppression Personnel
Santa Clara County (Morgan Hill)	\$55,653,832	6	\$869,591
Gilroy	\$7,376,484	10	\$737,648
South Santa Clara County Fire District (CDF)	* \$3,148,317	7	\$449,756

*CDF contract only, excluding the Amador Contract

If you multiply the Santa Clara County per suppression person cost of \$869,591 by a daily staffing of 6, you get a cost of \$5,217,546, which is quite a bit higher than the Morgan Hill contract currently. How this compares to the cost of Morgan Hill operating its own three-person fire station or contracting for full service with another agency will be assessed in the sections below.

ALTERNATIVE SERVICE OPTIONS

In the previous sections of this report in which we assessed the need for additional fire service staffing and station relocation, a number of recommendations were made that can and probably should be implemented even if the present three agency configuration remains. However, Citygate was asked to assess whether there might be operational or fiscal advantages in realigning the service providers. We have accordingly looked at several alternatives examined here.

Full Consolidation

Full consolidation would involve all three agencies forming a single fire department to serve the South Santa Clara County region. Consolidation can take several forms.

Contract for Service

A single existing agency, such as Gilroy, CDF or the Santa Clara County Fire Department, could provide service throughout the region under contract to the other two. For instance, the South Santa Clara County Fire District could end its contract with CDF, Morgan Hill would end its contract with Santa Clara County Fire, and instead, both could contract with Gilroy. Alternatively, all three agencies could contract with CDF, or they could contract with Santa Clara County Fire. The often-cited operational advantage is that there would be a single communication/dispatch system, a single combined headquarters function providing consistent training and coordination of all staff, seamless backup of various fire stations as more resources are needed in a particular emergency, and the possibility in the near term of fewer fire stations or obviating the need to add additional stations. It has also been suggested that a consolidated agency would cost less than the three agency fire budgets combined.

If either Santa Clara County Fire or Gilroy were to be the lead agency in a consolidated fire service, providing contract fire service to the remaining agencies, the cost would exceed the present cost of fire service in the region by a minimum of \$650,000. For FY 05-06, the three agencies are budgeting \$15,352,617 for fire service. A consolidated system would cost about \$15,919,103 to provide the same number of stations and staffing as at present. The assumption

in this model is that Gilroy already has the headquarters function in the South Santa Clara Valley area that can serve the area without increasing their present staff or possibly just adding a clerical position. Santa Clara County Fire would need to add several battalion chief positions dedicated to serve the area; thus, consolidating under them would likely add a further \$285,000 per year, raising the cost of consolidation to almost \$1,000,000 more than the cost of fire service as it is now provided in the South Santa Clara County Fire District.

Because the Gilroy salary and benefit level is just a small bit lower than the Santa Clara County Fire Department, the estimated cost to Morgan Hill would be about the same as their present contract cost. However, South Santa Clara County Fire District would see their costs rise substantially because CDF salaries and benefits and the length of the CDF workweek combine to provide a very much lower cost of service than Gilroy can provide. This same economic result will be achieved if the Santa Clara County Fire Department is the lead agency, because their salaries and benefits are about the same as those in Gilroy and again, substantially higher than those in South Santa Clara County Fire District CDF.

It seems all too obvious that CDF is a much lower cost fire service provider than either Gilroy or the Santa Clara County Fire Department. If all three agencies were to contract with CDF, the estimated cost would be about \$13,300,000 for a savings of about \$2,000,000 per year. The exact amount would depend upon a negotiated CDF contract and the amount set aside each year for vehicle replacement, but the CDF salary and benefit schedule is about 70 percent that of Gilroy's. Even with the added cost of CDF dispatch and CDF adding two battalion chief positions to permit its headquarters unit to handle the larger geographic area and provide 24/7 chief officer coverage, the cost is still significantly less than the either the \$15,352,671 now being paid by the three agencies or the estimated \$15.9 million that a consolidated agency led by the City of Gilroy would cost.

While CDF as the lead agency in a consolidated South Santa Clara County Fire District fire service arrangement is the least expensive, there are serious political hurdles to overcome in convincing agencies to give up their present arrangements.

Other than cost, is there any advantage to consolidation? Citygate looked at the list of advantages cited at the beginning of this section and found that while three dispatch centers slows the response time when one agency needs another (all the time on serious calls), the delay is not ruining total response times. While response time and serious incident coordination would improve with one communication center, technology can bridge some of the gaps. Furthermore, the South Santa Clara County Fire District is dispatched by a CDF regional center with a new computer system. Given the regional nature of this operation, CDF will not give up dispatching to another operation. If the South Santa Clara County Fire District chooses to stay with CDF, this means at least two communication centers under any other form of consolidation or contract for service. If the South Santa Clara County Fire District stays intact and contracts with another provider, they will likely pay more for dispatch costs than under the regional CDF model, and this would strain a revenue situation that is already at the breaking point.

At the emergency scene, due to mutual aid training procedures, the actual operations are not in disarray with three or more operating agencies. What really is lacking is effective chief officer Incident Commander coverage in Morgan Hill and the South Santa Clara County Fire District after business hours. While one consolidated fire department could fix this, it could also be improved under a contract for service arrangement between these two agencies.

Each agency has trained personnel and training programs that are only meeting their basic needs, and there is no sub-regional training center. A properly done consolidation with a full time training officer, support person and training center would increase the training and safety programs, but at a substantial cost increase. The agencies also could form a JPA or contract for service arrangement just for training to help in this area, without having to merge full line employee costs under a consolidation. This type of consolidation is also called functional, where one or more support functions are shared by the partners, all of whom are too small to provide an adequate function by themselves.

Finally, the earlier section of this report identified that the number of stations now serving the south county valley area is minimal as is the daily staffing per jurisdiction, and that relocation of stations and contracting for assistance such as with Gilroy responding into the westerly portion of the South Santa Clara County Fire District area can just as well be accomplished without consolidation.

Finding: A full consolidation under a “contract for service or JPA” model would be more expensive than the present fire service arrangement if either Santa Clara County Fire or Gilroy Fire were the lead agencies. Most, if not all, of the increased cost burden would fall upon the South Santa Clara County Fire District, which already has an insufficient revenue structure.

Finding: A full consolidation would not save any appreciable funds if either Santa Clara County Fire or Gilroy Fire employee costs were the basis for the fire service. There would be service improvements in dispatch, training and duty chief coverage that would be spread over all three agencies and revenue sources, making improvement in fire services as cost effective as possible.

Joint Powers Authority

A slight variant to the “contract for service” model is forming a JPA to form a single fire department. Each of the three agencies would then contract with the JPA for fire service. The economic result would be the same, since the JPA fire department would need the same headquarters size as any one of the three agencies would need if that agency provided service to the region under the “contract for service” model. Assuming the same number of fire stations and staffing level, the salaries and benefits would need to represent the average in the region, which is about the level of Gilroy. However, as a separate government agency, there would be certain overhead expenses and likely even the need to have its own personnel and finance functions. And while personnel and finance expenses were taken into account in estimating the cost of a consolidated fire service under a “contract for service” model, our experience is that \$200,000+ of additional expenses in legal, auditing, clerical, insurance, etc. would be incurred just because the JPA is a separate agency with its own employees. Therefore, the Joint Powers Authority would provide fire service to the region at a slightly higher cost than the City of Gilroy or the Santa Clara County Fire District could provide as the lead agency under the “contract for service” model.

The only real advantage to a joint powers authority is that it creates a centralized governing body that can help ensure that fire service in the area is consistently planned in a coordinated way. This may be important to the three agencies, because under a “contract for service” model day-to-day policy control rests with the elected officials of the agency providing the service. Unless

there is a close and common vision regarding how to operate the service, conflict can arise between the partners, with the City “buying” the fire service from their neighbor feeling they “pay” but have little control over the nature and quality of the service.

The JPA offers the three agencies the greatest opportunity for creating a joint board that represents the policy direction of each community and retains control over both the finances and level of service provided.

While there are a variety of forms that a JPA might take, one example would be to form a Joint Powers Authority with a Board composed of two members from each city council.

The Board could have the responsibility to review the budget and operational policy of the agency providing fire service under the “contract for service” model, but only the power to then recommend approval by each of three agency’s full elected bodies. Thus, the JPA Board of Directors would be the fire “sub-committee” of the full set of elected officials. The JPA Board could work on the consensus model, where there would be six JPA Board members, two per agency. It would take a 5/6ths vote to advance the budget and goals for full ratification. If that was not possible, staff and the Board would have to work the issue to consensus. In this model, there is equal representation, and one agency does not get more votes based on its population size or some other weighted metric.

Finding: While it is not as cost effective to use a JPA to create one consolidated fire department, with separate legal responsibility for the payroll of employees, under a “contract for service” model a JPA can provide an effective forum for planning and fiscal issues.

Sub-Regional Consolidation

If there are no real cost or operational advantages to full consolidation, is there any advantage to either Morgan Hill joining with South Santa Clara County Fire District under a CDF contract, or alternatively is there any advantage to South Santa Clara County Fire District joining with Morgan Hill in contracting for service from the Santa Clara County Fire Department?

Morgan Hill and South Santa Clara County Fire District

Citygate has tried to make it clear in the operational portions of this report that there are no significant operational advantages to either full or sub-regional consolidation because the location of stations and the staffing of stations should be the same whether the three agencies remain independent or consolidate in some fashion.

One alternative is for Morgan Hill to leave its contract with Santa Clara County Fire and contract instead with CDF. There will be clear cost savings to Morgan Hill just because CDF has a salary and benefit structure that is less than 70 percent of Santa Clara County Fire. If Morgan Hill were to join with CDF, an additional fire battalion chief position would need to be added by the South Santa Clara County Fire District and Morgan Hill. Morgan Hill would incur CDF overhead and dispatch charges, which are likely less than with Santa Clara County Fire, given the way CDF regionally allocates overhead expenses. Also under a CDF arrangement, Morgan Hill would need to pay for equipment replacement and maintenance that are now included in the Santa Clara County Fire contract. But even with this, using the South Santa Clara County Fire District CDF costs, Morgan Hill could obtain CDF operation of two stations in Morgan Hill with 3-person

companies at a cost about \$700,000 less than currently being paid to Santa Clara County Fire. Recall that from earlier sections of this report, South Santa Clara County Fire District is staffing 3 stations with a total of 7 on duty, plus supplemental staffing of a non-fire season Amador Contract all for an estimated CDF contract cost of \$3,615, 074, plus an additional 10 percent for vehicle and building maintenance and operations or an estimated total of \$3,975,000, which is less than Morgan Hill's \$4,377,495 budgeted for a lower staffing level and fewer stations.

A potential cost disadvantage to Morgan Hill is that it does not own its stations and equipment. And while there are buyback provisions, any savings that Morgan Hill might experience from contracting with CDF needs to be balanced against the City's assessment of the capital cost of obtaining stations and equipment and any future contract price increases by both Santa Clara County Fire and CDF. While the future is unknown, CDF has a long history of having labor costs less than urban fire services such as Santa Clara County Fire and Gilroy.

Finding: CDF operational costs will be less expensive than service provided by Santa Clara County Fire to Morgan Hill, but the City needs to assess other cost factors such as station and equipment acquisition along with the potential for future cost increases by either contract provider.

Recommendation: **Morgan Hill should obtain a firm cost quote from CDF and a cost for acquiring the necessary stations and equipment in order to compare these to Santa Clara County Fire costs, including a forecast of costs after the expiration in 2007 of the current Santa Clara County Fire contract.**

South Santa Clara County Fire District and Gilroy or Santa Clara County Fire

Given the cost differential between the South Santa Clara County Fire District CDF contract and the Santa Clara County Fire District, there is no economic rationale for the South Santa Clara County Fire District to contract with Santa Clara County Fire for service. That cost will likely be over \$1,000,000 per year higher than the current CDF cost for the same level of staffing.

Nor is there any economic reason for the South Santa Clara County Fire District to abandon its CDF contract and instead contract for service with the City of Gilroy, which has a wage structure very similar to that of Santa Clara County Fire.

However, there is a great deal of opportunity for targeted service contracting between South Santa Clara County Fire District and Gilroy. In the operational section of this report, Citygate recommended that South Santa Clara County Fire District close the Bonfante station and spread the daily two person staffing cost two ways. One position should be moved to South Santa Clara County Fire District Station #1 increasing that crew to 3 per day. The cost of the other position should be paid to Gilroy to increase its 2-person Sunrise station to 3 per day, enabling a full engine company. While there is some cost difference between the two agencies for a firefighter position, this can be negotiated.

The cost of South Santa Clara County Fire District contracting for service should be a matter of negotiation between the two agencies. This recognizes that Gilroy will not have to staff their stations at any higher level in order to provide this assistance because the call volume in the first-due South Santa Clara County Fire District areas close to Gilroy is much smaller than in

suburban Gilroy. Additionally, Gilroy would be responding there for many of the incidents on mutual aid anyway, and so the marginal cost to the City and the benefit received by South Santa Clara County Fire District are both matters of judgment.

Finding: The only financially reasonable opportunity the South Santa Clara County Fire District has for sub-regional consolidation is to contract for service with Gilroy to cover areas not economically well served by South Santa Clara County Fire District, but within easy reach of Gilroy's current and planned future stations. This would be an economic advantage to both parties, since it would save South Santa Clara County Fire District money as compared to the full staffing and operation of additional stations and not represent the cost of added staffing for Gilroy.

Recommendation: **The South Santa Clara County Fire District should pursue realigning its stations and contracting for service in some areas from Gilroy.**

Establishing a Morgan Hill Fire Department

An obvious alternative for Morgan Hill to consider is establishing its own fire department. Citygate looked at this alternative with a staffing configuration as follows:

- 1 Fire Chief
- 3 Battalion Chiefs
- 2 Fire Inspectors
- 1 Clerical
- 6 Captains
- 9 Engineers
- 6 Firefighters

Using the average salary of the neighboring agencies, it would cost Morgan Hill a minimum of \$5,000,000 per year plus startup costs to operate its own 2-station fire department. There would also be the added cost and time burden on the City's finance and personnel functions. In addition, the cost of a 3rd fire station and crew would be at the suburban city market level, not the CDF contract level.

Recommendation: **Morgan Hill establishing its own fire department is not currently a financially viable alternative.**

CONCLUSIONS

There are opportunities for realigning service/stations/staffing that will improve the level of fire service in the South Santa Clara County Fire District region. All of the changes can be done effectively without a full consolidation, using contract for service arrangements instead. The best possibilities for reducing the number of fire departments at the least cost would be for Morgan Hill to contract with CDF and then both Morgan Hill and the South Santa Clara County Fire District to ask their residents for a modest revenue increase to:

- ◆ Fund a 3rd Morgan Hill Fire Station
- ◆ Relocate South Santa Clara County Fire District Station #1 to San Martin
- ◆ Close South Santa Clara County Fire District Station #3, redistribute some of its staffing and contract for coverage in the “further service areas” with Gilroy
- ◆ Add a joint 3rd Battalion Chief position for 24/7/365 coverage
- ◆ Add a training specialist position
- ◆ Assume full fire prevention responsibility from County Fire in the South Santa Clara Valley region.

While a full consolidation between the three jurisdictions would streamline governance and support operations, it would come at an increased cost at a time when Morgan Hill cannot currently afford a 3rd fire station and the South Santa Clara County Fire District cannot afford to add staffing or enhance facilities or services to San Martin. Given the recent weak polling results in the South Santa Clara County Fire District, Citygate believes it would be a hard sell for a revenue increase caused by consolidation and not a substantial increase in street level services.

Other station re-locations or additional placements also can be dealt with under a contract for service or JPA model. These changes are recommended in the operational analysis portion of this report in a section entitled “Geographic Response Statistics Station Location Recommendations.”

Any consolidation of fire services will be more costly than the present arrangement with the possible exception of all three agencies deciding to jointly contract for services with CDF. In that instance, the total savings will exceed \$2,000,000 per year both Morgan Hill and Gilroy, while the South Santa Clara County Fire District will not save anything, since they already contract with CDF. It is hard to envision Gilroy successfully contracting with CDF, given its higher wage and benefit levels, a change in which would be subject to Meet and Confer with the affected employees.

Sub-regional consolidation is similarly not financially viable or realistically possible for any of the agencies with the exception of Morgan Hill, which might consider contracting with CDF for fire service, thereby joining in a service consortium of sorts with the South Santa Clara County Fire District. This could save Morgan Hill nearly \$700,000 per year in annual operating expenses at the present price structures without allowing for the unknown cost of buying the stations and equipment back from Santa Clara County Fire.

Citygate has made the following specific recommendations in this section:

Recommendation: **Morgan Hill should obtain a firm cost quote from CDF and a cost for acquiring the necessary stations and equipment in order to compare these to Santa Clara County Fire costs, including a forecast of costs after the expiration in 2007 of the current County Fire contract.**

Recommendation: **The South Santa Clara County Fire District should pursue realigning its stations and contracting for service in some areas from Gilroy.**

NEXT STEPS

1. Morgan Hill should consider its contract for service options.
2. If Morgan Hill were to switch providers to CDF then both Morgan Hill and the South Santa Clara County Fire District could construct a shared service package and jointly ask their voters to increase revenues.
3. If Morgan Hill stays with Santa Clara County Fire, the South Santa Clara County Fire District Board should approach its residents with a revenue measure designed for long-term stability and to implement the station and service improvements recommended in this report.
4. Gilroy should continue to plan for two additional fire stations phased from now to build-out and be willing to discuss contract for service options with the South Santa Clara County Fire District.



PROPOSAL TO CONDUCT A STANDARDS OF COVERAGE ASSESSMENT

CITY OF MORGAN HILL AND PARTNERS

NOVEMBER 20, 2018



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November 20, 2018

Derek J. Witmer, Fire Chief
City of Morgan Hill and Partners
derek.witmer@fire.ca.gov

RE: PROPOSAL TO CONDUCT A STANDARDS OF COVERAGE ASSESSMENT FOR THE CITY OF MORGAN HILL, CITY OF GILROY, AND THE SOUTH SANTA CLARA COUNTY FIRE DISTRICT

Dear Chief Witmer:

Citygate Associates, LLC (Citygate) is pleased to present its proposal to the Cities of Morgan Hill and Gilroy and the South Santa Clara County Fire District (partners) as partners in a sub-regional Standards of Coverage assessment. This introductory letter explains why Citygate is the most experienced fire deployment consultancy in the Western U.S., period.

NUMBERS THAT SPEAK FOR THEMSELVES

A Standards of Coverage (SOC), or deployment, study is the multi-step process used to determine fire station locations and crew/apparatus staffing to meet the unique needs of a community. Chief Stewart Gary, our Public Safety Principal, literally wrote the book on SOC studies. He was the lead author on the **2nd** and **4th** editions of the official manual for Standards of Response Coverage by the Commission on Fire Accreditation International.

Chief Gary and his team of subject matter specialists have performed over **300** fire service studies over the last **15** years; his deployment studies within California alone have served over **14.5 million** residents. That is **39 percent** of California's population. As a result, Chief Gary's project team is the most prolific in California.

"We work with consultants, obviously, all the time, but the work that Citygate did on this report is some of the best I've seen in my tenure here."

-Former San Diego County CAO

RELATED DEPLOYMENT EXPERIENCE

Chief Gary and the Citygate team conducted the first SOC assessments for the South Santa Clara County Fire District and the City of Gilroy and has also completed an assessment of contracting fire services for the City of Morgan Hill. In addition, Citygate conducted two SOC's for the City of San Jose. As such, Chief Gary is very familiar with the fire service needs in southeastern Santa Clara County.

In addition, Citygate has executed many of the largest fire and EMS deployment studies we know of, including the Counties of San Diego (57 agencies), El Dorado (14 agencies), and Los Angeles, as well as the Cities of San Diego, Oakland, and Stockton; the Sacramento Metropolitan Fire District; and both the Ports of Long Beach and Los Angeles.

OUR TEAM OF SPECIALISTS

Chief Gary has developed a fire deployment study team that consists of the best, most experienced statistical and geo-mapping analysts and specialists on Standards of Coverage assessments and fire services to be found in the United States today. These sub-contractors have assisted Citygate with deployment studies for over 10 years.

- ◆ Citygate is the exclusive consulting services partner for the StatsFD™ (previously NFIRS 5 Alive™) fire statistical analysis software. Please use the following link for more information: www.statsfd.com.
- ◆ Citygate is the exclusive consulting services partner with TriTech Software Systems (formerly The Omega Group), a nationally recognized public safety mapping (GIS) analytic and tactical software solution provider.

Citygate remains on the leading edge of analysis tools as the SOC thought-process leader. Citygate is the first consultancy in the nation to utilize traffic congestion data from which to model fire apparatus travel times impacted by rush hour traffic. This is the same data used by mobile and desktop map tools that displays green, yellow, or red for traffic congestion and thus longer travel times. The result of Citygate's expertise is clear: time after time, executive management and elected officials say, "This is one of the best studies we have ever received, and we now really understand the fire and emergency medical services issues before us."

Citygate has an outstanding track record with our clients. When Citygate commits to a client, we commit to that client's long-term success, far beyond the scope of the initial project. We strongly encourage the partners to contact our project references—they are *golden*. This experienced team will not present lofty ideas that have no practical chance of implementation or acceptance. What sets us apart is our ability to weave our experience with our clients' facts and needs into recommendations that can positively move their fire service decisions ahead.

Chief Witmer
November 20, 2018
Page 3

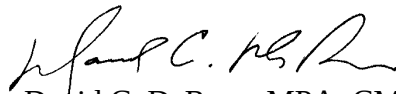
Citygate is an independent company and is not co-owned or under the control of any professional or standards-setting organization in fire services or government management. All of Citygate's principals and key consultants have had very successful careers first in local and state government, and then consulting. We are not academics or professional standards organization members that are trying to communicate only one policy agenda determined by its members rather than meeting the needs of the partners.

Citygate would be honored to be of service to the City of Morgan Hill and partners in these challenging times for public safety providers. There are cost savings by studying all three agencies at once in a sub-regional deployment study. Citygate believes that, upon the Partners' review of our proposal and unique qualifications, you will find that Citygate's team of multi-disciplinary consultants will exceed the Partners' expectations!

* * *

As President of the firm, I am authorized to execute a binding contract on behalf of Citygate Associates, LLC. Citygate's proposal is valid for 60 days from the proposal due date. Please feel free to contact me at our headquarters office, located in Folsom, California at (916) 458-5100, extension 101 or via e-mail at dderoos@citygateassociates.com.

Sincerely,



David C. DeRoos, MPA, CMC, President

cc: Stewart Gary
Samuel Mazza

City of Morgan Hill and Partners
Proposal to Conduct a Standards of Coverage Assessment

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City of Morgan Hill and Partners**Proposal to Conduct a Standards of Coverage Assessment**

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City of Morgan Hill and Partners

Proposal to Conduct a Standards of Coverage Assessment

SECTION 1—REFERENCES**1.1 REFERENCES**

The following are three local government clients for which Citygate has performed consultant work similar in nature to the scope of work desired by the Departments. We strongly encourage the Departments to contact these references to see why agencies continue to call on Citygate for their fire and emergency services consulting needs.

Chief Gary and his team of subject matter specialists have performed over 300 fire service studies over the last 15 years

City of San Jose, CA*Project: Fire Department Organizational Review*

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 (408) 794-6953

Citygate conducted a large organizational review of the San Jose Fire Department. This review evaluated the delivery of Fire Department services, technological improvements as they relate to Department response time performance and increases in Department efficiencies in operations. To accomplish this, Citygate conducted a detailed community risk assessment, a Standards of Coverage (SOC) review, an evaluation of the Department's organizational climate and structure (including an online employee survey), an EMS Program review, a review of the Communications Center, and an assessment of fiscal impacts, phasing, and possible next steps of changes recommended by Citygate. Our SOC review included an analysis of the impact of traffic congestion on response times.

City of Morgan Hill and Partners

Proposal to Conduct a Standards of Coverage Assessment

City of Santa Clara Fire Department, CA*Project: Comprehensive Standards of Cover and Headquarters Staffing Review*

William G. Kelly, Fire Chief
 City of Santa Clara Fire Department
 777 Benton Street
 Santa Clara, CA 95050
wkelly@santaclaraca.gov
 (408) 615-4900

Citygate assisted the City of Santa Clara Fire Department with a comprehensive Standards of Coverage and headquarters staffing adequacy review. The efficacy and efficiency of fire and emergency medical service delivery models were assessed, and a forecast for headquarters staffing and services was developed.

City of San Diego, CA*Project: Comprehensive Standards of Cover Update Analysis*

Kevin Ester, Assistant Fire Chief
 City of San Diego Fire-Rescue Department
 1010 2nd Avenue, Suite 400
 San Diego, CA 92101
kester@sandiego.gov
 (619) 533-4302

Citygate performed a Standards of Coverage update analysis based on our 2010 study for the San Diego Fire-Rescue Department, including a comprehensive assessment of the Department's deployment fact-pattern in light of changes over the prior six years.

City of Morgan Hill and Partners

Proposal to Conduct a Standards of Coverage Assessment

SECTION 2—WRITTEN RESPONSE

2.1 PROFILE



Citygate Associates, LLC, founded in 1990, is a cause-driven, character-based company dedicated to “The Business of Better Government.” Our Public Safety Services practice conducts deployment and station location analyses, master and strategic plans, risk assessment studies, consolidation feasibility analyses, organizational studies, performance audits, staffing studies, and GIS for local government agencies throughout the United States.

Citygate also provides services in general management consulting, community development, strategic planning, organizational development, animal care and control, leadership development, character-based human capital solutions, and executive recruitment.

Citygate’s headquarter office is located in Folsom, CA, and we provide services throughout the western United States. Citygate Associates was established on January 1, 1990 as a sole proprietorship. The company incorporated in May 1991 as a Chapter S Corporation and was reincorporated as a Limited Liability Corporation (LLC) in January 2000. David C. DeRoos is Citygate’s President and sole owner.

Citygate predominantly hires consultants who have greater than 25 years of executive public-sector experience, a master- or doctoral-level degree, and are regarded as leaders in their respective fields. The firm currently employs over thirty full- and part-time consultants with expertise across the full array of local government functions, particularly public safety services. This is what sets the Citygate team apart. As current and recent practicing professionals in fire services and public administration, the Departments are, in effect, getting the expertise of an external “seasoned department head team,” not the opinions of junior staff members or consultants who have spent little time on the front lines managing in local government.

2.1.1 Citygate’s Public Safety Specialization

Citygate is the fire department Standards of Cover (SOC) and master planning methodology leader. Team members assigned to this project literally wrote the book on SOC, and Citygate is the first consultancy in the nation to utilize traffic congestion data from which to model rush-hour impacted fire apparatus travel times.

City of Morgan Hill and Partners**Proposal to Conduct a Standards of Coverage Assessment**

Citygate's ability to help fire departments quantitatively improve service delivery is also evidenced by Citygate's Fast Response Squad (FRS) innovation for the City of San Diego. In a situation hindered by fiscal constraints and difficult-to-serve areas, this interim approach, developed by Citygate Project Team members, is reported to have improved response times by 30 percent in a recent pilot program, urging the Mayor and community to expand the effective, innovative effort.

Our methodology leadership is not limited to deployment; our fiscal and alternative service delivery acumen is also unparalleled. Citygate is the most relied upon firm to assist with fire department consolidation and JPA feasibility that we know of; we have conducted more than 35 such assessments. We have also assessed the feasibility of a police/fire JPA, the first JPA of its kind, and Citygate's Public Safety Principal, Chief Stewart Gary, was awarded the Helen Putnam Award of Excellent and Innovation by the League of California Cities for his successful consolidation of the Livermore and Pleasanton Fire Departments. More information regarding this prestigious honor for innovation can be found here: <http://www.helenputnam.org/>

In addition, Citygate's understanding of the emerging fiscal complications in pre-hospital ambulance billing collection rates is unmatched. Citygate has been increasingly relied upon to untangle, and indeed re-write, billing and fiscal issues in government ambulance contracts due to the emerging impacts of the Patient Protection and Affordable Care Act. Counties such as Monterey, Alameda, and Contra Costa have all turned to Citygate to assist with these urgent new matters, and the California Emergency Medical Services Administrators Association asked Chief Gary to present on them.

All of this means that, if the Departments select Citygate for this important project, they can be confident that the service delivery findings and recommendations they receive will be thoughtful, leading-edge, and achieve quantitative results.

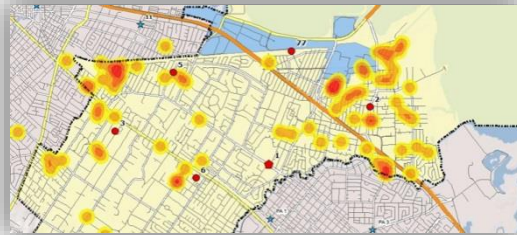
City of Morgan Hill and Partners

Proposal to Conduct a Standards of Coverage Assessment

CITYGATE OFFERS RESULTS, NOT JUST REPORTS

Menlo Park Fire Protection District, CA Standards of Cover Assessments

Project: The Menlo Park Fire Protection District retained Citygate to perform a Standards of Cover Assessment for field deployment services. This study included reviewing the adequacy of the existing deployment system from the current fire station locations. This review was the first Standards of Cover Assessment to include the impact of traffic congestion on response times.



Outcome: (From recent news article) “The City is using maps provided by Citygate Associates, the contractor that recently helped the City update its emergency response guidelines. In particular, a map titled, ‘Structure Fire Hot Spots,’ shows two areas prone to fires — one centered at the intersection of 5th Avenue and Middlefield Road in North Fair Oaks and the other along Newbridge Street between Willow and Bay roads in East Palo Alto.”

Testimonial: (Also from recent news article) “*I was impressed with (the maps’) ability to analytically allow us to use this information as a tool to focus on specific geographic areas and risk categories, giving us the opportunity to reduce or better prepare residents for emergencies in specific targeted areas,*” [Fire Chief Harold] Schapelhouman said in a news release.”

See the full article at www.citygateassociates.com/resources

2.2 EXPERIENCE

The following are examples of Citygate’s experience in providing Standards of Cover assessments for public agencies, many of which are of similar size and services as the Departments. Following the description of our related experience, we provide a summary listing of other related completed fire services engagements, and finally, a list of references.

Sample final reports can be found at the following link: www.citygateassociates.com/firereports

City of Gilroy Fire Department, CA – Fire Services Master Plan Update

Citygate performed an update of the City’s previous Year 2000 Fire Services Master Plan. This report included all the elements of a Standards of Coverage study.

South Santa Clara County Fire District – Fire Station Location and Deployment Study

Citygate performed a fire station location and deployment study to update and integrate previous studies in the south County and to find a suitable location for a new fire station in Morgan Hill.

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City of San Jose, CA – Fire Department Organizational Review

Citygate conducted a large organizational review of the San Jose Fire Department. This review evaluated the delivery of Fire Department services, technological improvements as they relate to Department response time performance and increases in Department efficiencies in operations. To accomplish this, Citygate conducted a detailed community risk assessment; a Standards of Coverage (SOC) review; an evaluation of the Department's organizational climate and structure, including an online employee survey; an EMS Program review; a review of the Communications Center; and an assessment of fiscal impacts, phasing, and possible next steps of changes recommended by Citygate. The SOC review included an analysis of the impact of traffic congestion on response times.

Menlo Park Fire Protection District, CA – Standards of Coverage Assessment Update

The Menlo Park Fire Protection District (the District) retained Citygate to perform a Standards of Coverage assessment for field deployment services. This study included reviewing the adequacy of the existing deployment system from the current fire station locations and generally updating the Standards of Coverage assessment. This review was the first Standards of Coverage assessment to include the impact of traffic congestion on response times.

"I was impressed with (the maps') ability to analytically allow us to use this information as a tool to focus on specific geographic areas and risk categories, giving us the opportunity to reduce or better prepare residents for emergencies in specific targeted areas."

Harold Schapelhouman, Fire Chief
Menlo Park Fire Protection District

The outcome of the study has been successful. As noted in a recent news article: "The City is using maps provided by Citygate Associates, the contractor that recently helped the City update its emergency response guidelines. In particular, a map titled, 'Structure Fire Hot Spots,' shows two areas prone to fires — one centered at the intersection of 5th Avenue and Middlefield Road in North Fair Oaks and the other along Newbridge Street between Willow and Bay roads in East Palo Alto."

Santa Clara County, CA – Analysis of Fire and Emergency Medical Response Service Calls for the Sweetwater Area of the San Antonio Valley

Citygate conducted an analysis and assessment of the need for year-round fire and emergency services in the Sweetwater area of eastern Santa Clara County. The goal of this study was to provide the Santa Clara County Board of Supervisors with a better understanding of the current

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emergency services delivery, stakeholder service delivery expectations, and service delivery alternatives.

City of Santa Clara, CA – Comprehensive Standards of Coverage and Headquarters Staffing Adequacy Review

Citygate assisted the City of Santa Clara Fire Department with a comprehensive Standards of Coverage and headquarters staffing adequacy review. The efficacy and efficiency of fire and emergency medical service delivery models were assessed, and a forecast for headquarters staffing and services was developed.

Cosumnes Community Services District – Standards of Coverage and Headquarters Staffing Needs Study and Strategic Plan

Citygate completed a Standards of Coverage (SOC) study, management/administrative assessment, and Strategic Plan for the Cosumnes Community Services District Fire Department. This study included all facets of an extensive SOC and headquarters services review and an in-depth facilitation of the applied strategic planning method.

Montecito Fire Protection District, CA – Standards of Coverage and Risk Assessment Study

Citygate completed a Standards of Coverage and risk assessment study for the Montecito Fire Protection District. This study featured a fire deployment analysis, a comprehensive community risk assessment and gap analysis that included an extensive wildland fire hazard analysis, a review of headquarters staff and operations, and an online community survey. The risk assessment was commissioned to evaluate community risk vulnerability as a strategic planning tool and to address those vulnerabilities as feasible to mitigate future disasters. This comprehensive assessment included natural and human-caused hazards with potential to affect the Montecito community, with an analysis of the community's vulnerability for each identified hazard. In addition, Citygate was asked to evaluate current hazard mitigation efforts and propose additional suitable risk mitigation measures for District consideration.

Central Fire Protection District of Santa Cruz County, CA – Standards of Coverage and Management/Administrative Assessment

Citygate performed a Standards of Coverage (SOC) and management administrative assessment for the Central Fire Protection District of Santa Cruz County. This study is based on nationally recognized guidelines and best practices, federal and state mandates, and pertinent local and regional operating procedures. This study included a community risk assessment as part of an in-depth SOC, as well as assessments of each of the Departments divisions, including administration, operations, fire prevention, training, EMS, and fleet maintenance.

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Aptos/La Selva Fire Protection District, CA – Emergency Services Master Plan

Citygate developed an emergency services Master Plan for the Aptos/La Selva Fire Protection District. This Master Plan for the District included an organization and management review, community risk assessment, Standards of Coverage study, fiscal review and evaluation, staffing evaluation, and future demand and service delivery models based on nationally recognized guidelines and best practices, federal and state mandates, and pertinent local and regional operating procedures.

Cities of Monterey, Pacific Grove, and Carmel, CA – Regional Fire Service Study

Citygate assisted with the development of a high-level assessment of the feasibility of fire agency consolidation for the Cities of Monterey, Pacific Grove, and Carmel. This study assisted the partners with determining if they should create a joint agency that would be a more efficient governmental organization that will provide improved services at controlled or lower costs. The study also focused on the possibilities to streamline the allocation of resources and equipment so that the most cost-effective apparatus, facility, training, prevention, and safety services are provided.

Upon completion of the Final Report, Citygate was retained to provide guidance as the agencies decided whether to proceed with consolidation. The agencies have successfully consolidated.

City of San Luis Obispo, CA – Update to Standards of Coverage Plan

Citygate completed a review of projected growth in the City of San Luis Obispo's current General Plan and an assessment of fire service funding sources as part of a Standards of Coverage update. Citygate assessed the addition of a fifth fire station, or redistribution of the existing four stations, to serve new development in planned growth areas of the City.

City of Sacramento, CA – Consultant Services to Conduct a Standards of Coverage Study

Citygate conducted a Standards of Coverage assessment for the City of Sacramento. Citygate produced an SOC document that is fully compliant with industry best practices in the field of deployment analysis, which the City intends to use to determine the distribution and concentration of the City's firefighting and ambulance resources.

City of San Diego, CA – Standards of Coverage Study

Citygate conducted a fire service Standards of Coverage deployment study for the San Diego Fire-Rescue Department, which serves a population over 1.25 million. The study broke new ground by determining the appropriate number of additional fire stations critically needed and then recommended Fast Response Squads staffed by two firefighters/paramedics for adaptive peak-hour deployment. The study independently reviewed in depth the existing fire and emergency medical risks to be protected and the current and desirable response system to meet these needs

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and recommended a best-fit solution to most effectively leverage the existing situation while allowing the development of an even-stronger regional response system to benefit everyone.

City of San Diego, CA – Standards of Coverage Update Analysis

Citygate performed a Standards of Coverage update analysis based on our 2010 study for the San Diego Fire-Rescue Department, including a comprehensive assessment of the Department's deployment fact-pattern in light of changes over the prior six years.

2.2.1 Citygate Client Summary

In addition to the projects cited above, Citygate presents a list of additional clients. To see a comprehensive catalogue of Citygate's SOC/deployment studies, Master/Strategic Plans, consolidation projects, and general projects that we have completed, please visit www.citygateassociates.com/fireexperience.

Fire Standards of Coverage/Deployment Studies (Many Included Risk, Staffing, and Fiscal Components)

- | | |
|--|---|
| ◆ City of Alameda, CA | ◆ City of Pearland, TX |
| ◆ Alameda County, CA | ◆ City of Redlands, CA |
| ◆ City of Bakersfield, CA | ◆ City of Roseville, CA |
| ◆ City of Brentwood, CA | ◆ City of Sacramento, CA |
| ◆ Carpinteria-Summerland FPD, CA | ◆ Sacramento Metropolitan Fire District, CA |
| ◆ Central FPD of Santa Cruz County, CA | ◆ City of San Bernardino, CA |
| ◆ Chino Valley Fire District, CA | ◆ City of San Diego, CA |
| ◆ City of Cleveland, OH | ◆ City of San Jose, CA |
| ◆ Coastside FPD, CA | ◆ City of San Luis Obispo, CA |
| ◆ City of Costa Mesa, CA | ◆ City of San Mateo, CA |
| ◆ Cosumnes CSD, CA | ◆ San Mateo County, CA |
| ◆ City of Eagan, MN | ◆ San Ramon Valley FPD, CA |
| ◆ East Contra Costa County FPD, CA | ◆ Santa Barbara County, CA |
| ◆ El Dorado Hills Fire District, CA | ◆ City of Santa Clara, CA |
| ◆ City of Emeryville, CA | ◆ Santa Clara County, CA |
| ◆ City of Enid, OK | ◆ City of Seaside, CA |
| ◆ City of Eureka, CA | ◆ Snohomish County Fire District 1, WA |
| ◆ City of Folsom, CA | ◆ Southern Marin FPD, CA |
| ◆ City of Georgetown, TX | ◆ South Placer FPD, CA |
| ◆ Kings County, CA | ◆ City of South San Francisco, CA |
| ◆ Lakeside FPD, CA | ◆ South San Mateo County, CA |
| ◆ Marin County, CA | ◆ South Santa Clara FPD, CA |
| ◆ Menlo Park FPD, CA | ◆ Stanislaus Consolidated FPD, CA |
| ◆ City of Merced, CA | |

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- ◆ City of Minneapolis, MN
- ◆ Montecito FPD, CA
- ◆ City of Monterey Park, CA
- ◆ National City, CA
- ◆ North County FPD, CA
- ◆ North Lake Tahoe FPD, NV
- ◆ City of Oakland, CA
- ◆ Ogden City, UT
- ◆ City of Orange, CA
- ◆ City of Palm Springs, CA
- ◆ City of Pasadena, CA
- ◆ City of Stockton, CA
- ◆ Suisun City, CA
- ◆ City of Sunnyvale, CA
- ◆ Templeton CSD, CA
- ◆ Travis County ESD No. 6, TX
- ◆ City of Vacaville, CA
- ◆ City of Vallejo, CA
- ◆ Valley Center FPD, CA
- ◆ City of Vancouver, WA
- ◆ City of Victorville, CA
- ◆ City of Vista, CA
- ◆ Yuba City, CA

Master/Strategic Plans (Many Included Deployment Assessments)

- ◆ Aptos/La Selva FPD, CA
- ◆ City of Anacortes, WA
- ◆ City of Atwater, CA
- ◆ City of Belmont, CA
- ◆ City of Beverly Hills, CA
- ◆ Butte County, CA
- ◆ City of Carlsbad, CA
- ◆ City of Corona, CA
- ◆ City of Dixon, CA
- ◆ City of DuPont, WA
- ◆ East Contra Costa County FPD, CA
- ◆ El Dorado Hills Fire District, CA
- ◆ Fresno County, CA
- ◆ Lakeside FPD, CA
- ◆ Los Angeles Area Fire Chiefs Association, CA
- ◆ Los Angeles County, CA
- ◆ Madera County, CA
- ◆ Mountain House CSD, CA
- ◆ City of Mukilteo, WA
- ◆ City of Napa, CA
- ◆ Napa County, CA
- ◆ City of Newark, CA
- ◆ City of Oakdale / Oakdale Rural FPD, CA
- ◆ City of Oceanside, CA
- ◆ City of Orange, CA
- ◆ City of Peoria, AZ
- ◆ Presidio Trust, CA
- ◆ Port of Long Beach, CA
- ◆ Port of Los Angeles, CA
- ◆ Rock Creek Rural FPD, ID
- ◆ Salida FPD, CA
- ◆ Salton CSD, CA
- ◆ City of San Luis Obispo, CA
- ◆ City of Soledad, CA
- ◆ City of Surprise, AZ
- ◆ Travis County ESD #6, TX
- ◆ Town of Windsor, CA
- ◆ University of California, Davis
- ◆ University of California, Merced
- ◆ City of Yucaipa, CA

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Consolidations and Contract-for-Service Analyses

- ◆ Heartland Communications Facility Authority, CA – Second Phase Merger Feasibility Study
- ◆ Brea/Fullerton, CA – Feasibility Analysis for Providing Multi-City Fire Services under JPA Jurisdiction
- ◆ Greenfield, CA and Greenfield Fire Protection District – Fire Services Reorganization Study
- ◆ Placer County – Fire Service Consolidation Implementation Plan
- ◆ City of Ukiah and Ukiah Valley Fire District, CA – Feasibility of Establishing a “District Overlay”
- ◆ Cities of Manhattan Beach and Hermosa Beach, CA – Operational Assessment
- ◆ Cities of Hesperia, Adelanto, and Victorville and Town of Apple Valley, CA – Public Safety JPA Feasibility Study
- ◆ San Diego County Office of Emergency Services (CA) – Countywide Deployment and Fiscal Study for Regional Fire, Rescue, and Emergency Medical Services (57 Total Fire Agencies)
- ◆ UC Davis and Cities of Davis, West Sacramento, and Woodland, CA – Consolidation Feasibility Analysis
- ◆ UC Santa Cruz and City of Santa Cruz, CA – Consolidation Feasibility Analysis
- ◆ City of Emeryville, CA – Assessment of Fire Service Provision Options
- ◆ City of Arcata, CA – Fire Services Feasibility Analysis
- ◆ City of Pinole, CA – Regional Fire Service Delivery Study
- ◆ City of Sausalito and Southern Marin FPD, CA – Fire Consolidation Implementation Analysis
- ◆ Cities of Burlingame, Millbrae, and San Bruno and Town of Hillsborough, CA – Fire Services Merger Technical Implementation
- ◆ Cities of Orange, Fullerton, and Anaheim, CA – Consolidation Feasibility Analysis
- ◆ El Dorado LAFCO (CA) – Countywide Fire and Emergency Services Study
- ◆ City of Lodi, CA – Contract for Services Feasibility Analysis
- ◆ Presidio Trust and National Park Service – Fire Services Reorganization
- ◆ City of Eureka and Humboldt No. 1 Fire Protection District, CA – Consolidation or Contract Fire Services Feasibility Analysis
- ◆ Seaside and Marina Fire Services, CA – Consolidation Implementation Assistance
- ◆ Cities of Pismo Beach, Arroyo Grande, and Grover Beach and Oceano CSD, CA – High-Level Consolidation Feasibility Analysis
- ◆ Cities of Patterson and Newman, and West Stanislaus County FPD, CA – Joint Fire Protection Study
- ◆ Cities of Monterey, Pacific Grove, and Carmel, CA – High-Level Consolidation Feasibility Analysis
- ◆ South Santa Clara County Area Fire Departments, CA – Reorganization Feasibility Study
- ◆ City of South Lake Tahoe, CA – Fire Department Consolidation Feasibility Analysis
- ◆ City of Santa Rosa and Rincon FPD, CA – Fire Consolidation Analysis
- ◆ City of Sonoma and Valley of the Moon FPD, CA – Fire Services Reorganization Study
- ◆ City of Covina, CA – Contract-for-Service Analysis
- ◆ Cities of Newark and Union City, CA – Consolidation or ALCO Contract for Services Study
- ◆ Snohomish County Fire District 1, WA – Review of Regional Fire Authority Financial and Level-of-Service Plan
- ◆ Yuba County Valley Floor Agencies, CA – Fire Services Merger Study

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General Studies

- ◆ Alameda County Health Care Services Agency
- ◆ County of Alameda, CA – Incident Management Teams
- ◆ City of Albany, NY – Management Audit
- ◆ Alpine Springs, CA – Services Cost Sharing
- ◆ City of Atascadero, CA – Project Impact and Mitigation Assessment
- ◆ Bay Area UASI – Incident Management Training
- ◆ Cities of Brea and Fullerton, CA – Fire Resource and Ambulance Plan
- ◆ City of Brentwood, CA – Service Costs and Options
- ◆ City of Calistoga, CA – Fire Safety Review
- ◆ City of Chula Vista, CA – Analysis of Overtime Use; Fiscal and Operational Policy Assistance for ALS Plan
- ◆ City of Cloverdale, CA – Impact Fees
- ◆ City of Copperopolis, CA – Fire Prevention
- ◆ Contra Costa County, CA – Financial Review
- ◆ City of Corona, CA – Fire Prevention
- ◆ City of Costa Mesa, CA – Evaluate Impacts of a Potential Fire Station #6 Closure
- ◆ City of Davis, CA – Operations / Management
- ◆ Donnelly Rural FPD, ID – Mitigation
- ◆ City of El Dorado Hills, CA – Peer Review
- ◆ City of Encinitas, CA – Fire Station Review
- ◆ EMSA – Training Program Development
- ◆ City of Fairfield, CA – Review of the Fire Station Needs for the Fairfield Train Station Specific Plan
- ◆ City of Fremont, CA – Response Statistics; Comprehensive Multi-Discipline Type 3 IMT Training Program
- ◆ City of Glendale, AZ – Public Safety Audit
- ◆ City of Goodyear, AZ – Fire Department Management Audit
- ◆ Hamilton City FPD, CA – Preliminary Diagnostic Assessment
- ◆ City of Hemet, CA – Costing and Peer Review for Fire Service Alternatives
- ◆ City of Hermosa Beach, CA – Analysis of Los Angeles County Fire District's Contract for Fire Services Proposals
- ◆ Northstar, CA – Fire Impacts and Growth Review
- ◆ City of Paso Robles – Fire Services Review and City Council Workshop
- ◆ City of Patterson, CA – Advance Planning
- ◆ PG&E – Mitigation
- ◆ City of Piedmont, CA – EOC
- ◆ Placer County, CA – Fire Services and Revenue Assessment
- ◆ PlumpJack Squaw Valley Inn, CA – Emergency Preparedness and Evacuation Plan Review
- ◆ City of Portland, OR – Public Information Officer Training
- ◆ Port of Long Beach, CA – Mitigation
- ◆ Port of Long Beach, CA – Update of Port Multi-Hazard Firefighting Study
- ◆ Port of Los Angeles, CA – Performance Audit
- ◆ Port of Oakland/City of Oakland – Domain Awareness Center Staffing Plan Development
- ◆ City of Poway, CA – Overtime Audit
- ◆ Rancho Cucamonga Fire District, CA – Fire Services Feasibility Review
- ◆ Rancho Santa Fe FPD, CA – EMS Operational and Fiscal Feasibility Review
- ◆ City of Roseville, CA – EMS Transport
- ◆ City of Sacramento, CA – Fire Prevention Best Practices
- ◆ Sacramento Metropolitan Airport, CA – ARFF Study
- ◆ Sacramento Regional Fire/EMS Communications Center, CA – EMS Data Assessment
- ◆ City of Salinas – Comprehensive Fiscal Feasibility Analysis and Facilitate Development of a JPA Governance Agreement for the Formation of a 9-1-1 Emergency Communications JPA for Monterey County Public Safety Agencies
- ◆ Salton CSD, CA – Fire Services Impacts Review
- ◆ City of San Bernardino – Evaluation of City Fire Service Proposals
- ◆ City and County of San Francisco, CA – Incident Management Training

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| <ul style="list-style-type: none"> ◆ City of Hesperia, CA – Cost Estimate for Hesperia-Provided Fire Services ◆ Kelseyville FPD, CA – Executive Search ◆ Kings County, CA – High-Speed Rail Project Impact Analysis ◆ Kitsap Public Health District, WA – Emergency Response Plan Review Services ◆ City of Loma Linda, CA – Cost of Services ◆ City of Manhattan Beach – Evaluate Site Options for Fire Station 2 ◆ Menlo Park Fire Protection District – Site Assessments for Fire Stations 3, 4, and 5 ◆ City of Millbrae – Fire and Police Service Impacts for Millbrae Station Area Plan ◆ City of Milpitas, CA – Fire Services Planning Assistance ◆ County of Monterey, CA – EMS Agency Ambulance Systems Issues Review and Analysis ◆ County of Monterey, CA – EMS Communications Plan ◆ City of Napa, CA – Mitigation ◆ Newark-Union City, CA – Fire Services Alternatives ◆ City of North Lake Tahoe, CA – Management Team Workshop | <ul style="list-style-type: none"> ◆ County of San Mateo, CA – Countywide Fire Service Deployment Measurement System ◆ City of Santa Barbara, CA (Airport) – ARFF Study ◆ Santa Clara County, CA – Incident Management Training ◆ Santa Cruz County, CA – Incident Management Training ◆ Town of Scotia Company, LLC – Board Training Workshop ◆ Snohomish County Fire District 1 – Peak Hour Ambulance Use Study ◆ Sonoma LAFCO, CA – Municipal Services Review ◆ South Monterey County Fire Protection District, CA – Needs Assessment ◆ Squaw Valley, CA – Assessment of Project Impacts ◆ Stanford University, CA – Fire Services System Review Consulting Services ◆ City of West Sacramento, CA – Impact Fees ◆ Wheatland Fire Authority, CA – Operational Feasibility Review ◆ City of Yorba Linda, CA – EOC ◆ Yolo LAFCO, CA – Combined MSR/SOI Study |
|---|---|

2.3 QUALIFICATIONS

Citygate has conducted over 500 successful engagements for public agencies throughout the United States, including over 300 public safety services projects. For more detailed information on Citygate's services, please visit our web site at www.citygateassociates.com. The Departments are also invited to view a number of sample Citygate reports at www.citygateassociates.com/firereports.

2.3.1 Citygate's Project Team

Citygate's capabilities for this service can be simply stated: the experience and talents of our Project Team members! We know that successful analysis and review results come from the consultants being able to handle, as necessary, six critical roles in cooperation with the Departments: (1) champion for the agency's mission; (2) stakeholder listener; (3) subject matter specialists; (4) meeting facilitator; (5) coaching for agency staff and content specialist; and (6) final strategist/advisor.

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Citygate's team members, in their agency and consulting careers, *have successfully walked the talk* on fire department review efforts by focusing on the inclusion of culture and communications with rigorous analytic methods to build a business case that elected officials and agency employees can both understand.

The Citygate team has a multi-disciplinary approach that includes the full range of skills required to execute this project.

2.3.2 Necessary Project Team Skills

Our Project Team possesses a number of the skills necessary to successfully complete this project, including:

1. Fire department deployment principles and practices
2. Fire department staffing
3. Fire services command and organizational structure
4. Fire department performance measurement
5. Fire prevention, urban-wildland interface, and community risk reduction
6. Dispatch and communications
7. Field operations for fire and emergency medical services
8. Operating and capital budgeting
9. Management and fiscal analysis
10. Fire Code adoptions
11. Fire facilities
12. Fleet management
13. Workers' compensation
14. Fire services technology
15. Safety and training
16. Land use planning
17. Strategic, master, and business planning.

2.3.3 Project Team / Roles

The qualifications of the Project Team are critical as it is the expertise and the capabilities of the consultants involved in the project that ultimately determine the success of the project. We have carefully assembled the team members to provide the knowledge, depth, judgment, and sensitivity

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required to perform this engagement. Please note that the role of each team member is described in *italics* at the end of his biographical paragraph. Full resumes for each consultant are presented in **Appendix B**. Primary members of our Project Team include the following experienced consultants:

Chief Stewart W. Gary, MPA, Public Safety Principal



Chief Gary is the Public Safety Principal for Citygate Associates and is the retired Fire Chief of the Livermore-Pleasanton Fire Department in Alameda County, California. For the past fifteen years, he has been a lead instructor, program content developer and consultant for the Standards of Response Coverage process. For many years, he annually taught a 40-hour course on this systems approach for fire deployment at the California Fire Academy and he teaches and consults across the United States and Canada on the Standards of Response Coverage process. Over the last 15 years, he has performed over 300 organizational and deployment studies on departments of all sizes throughout the U.S. He directed every project described in this proposal.

Chief Gary will assist in all phases of the project, conduct the on-site briefings, and review all written work products for this engagement.

Samuel Mazza, CFC, CFO, EFO, Senior Fire Services Specialist and Project Manager



Chief Mazza is a Senior Fire and Emergency Services Specialist with over 40 years of fire service experience. He is the retired Fire Chief of the City of Monterey, California where he oversaw a successful consolidation of fire services with the City of Pacific Grove. Prior to his service with Monterey, Chief Mazza spent over 30 years with CAL FIRE in numerous assignments spanning state, county, and fire and special district services. He has extensive collaborative and command experience, including appointment as the Incident Commander of a statewide Type-1 Incident Management Team. Chief Mazza is also a California state Certified Fire Chief, CPSE Chief Fire Officer, Executive Fire Officer and National Fire Academy instructor. Chief Mazza has led many deployment and master planning projects.

Chief Mazza will facilitate information and data gathering, lead and conduct the technical work, and co-prepare the Final Report elements.

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David C. DeRoos, MPA, CMC, Citygate President



Mr. DeRoos has over 30 years of experience as a consultant to local government preceded by five years as an assistant to the City Administrator. He earned his undergraduate degree in Political Science/Public Service (Phi Beta Kappa) from the University of California, Davis and holds a Master of Public Administration degree from the University of Southern California. Prior to becoming a Principal in Citygate in 1991, he was a Senior Manager in the local government consulting division of Ernst & Young.

Mr. DeRoos is responsible for ensuring that the project is conducted smoothly and efficiently within the schedule and budget allocated, and that project deliverables meet the highest quality standards.

TriTech Software Systems, Geo-Mapping Specialist



TriTech revolutionized the public safety industry by becoming one of the first vendors to embed mapping technology into computer-aided dispatch software and to develop one of the most sophisticated recommendation algorithms.

Today, TriTech leads the way as the undisputed leader with software that covers every facet within the incident-response workflow, including 9-1-1, computer-aided dispatch, field-based reporting, records management, jail management, analytics and intelligence, patient care reporting, and ambulance billing software. Providing customers with unmatched satisfaction levels and delivering innovative solutions has made TriTech the most trusted partner in public safety software.

TriTech will provide geo-mapping analysis for the fire station / crew deployment element of this project.

Michael D. Fay, Statistical Specialist



Mr. Fay has assisted Citygate with deployment studies for over 10 years. He has over 30 years' experience and has served as a firefighter, EMS director, educator, consultant and publisher. As President of Animated Data, Inc., he is the designer and publisher of *StatsFD*, formerly NFIRS 5 Alive. Using standard NFIRS 5 datasets, *StatsFD* quickly performs diagnostic analysis of fire department operations.

Mr. Fay will provide statistical analysis of incident response times and staffing.

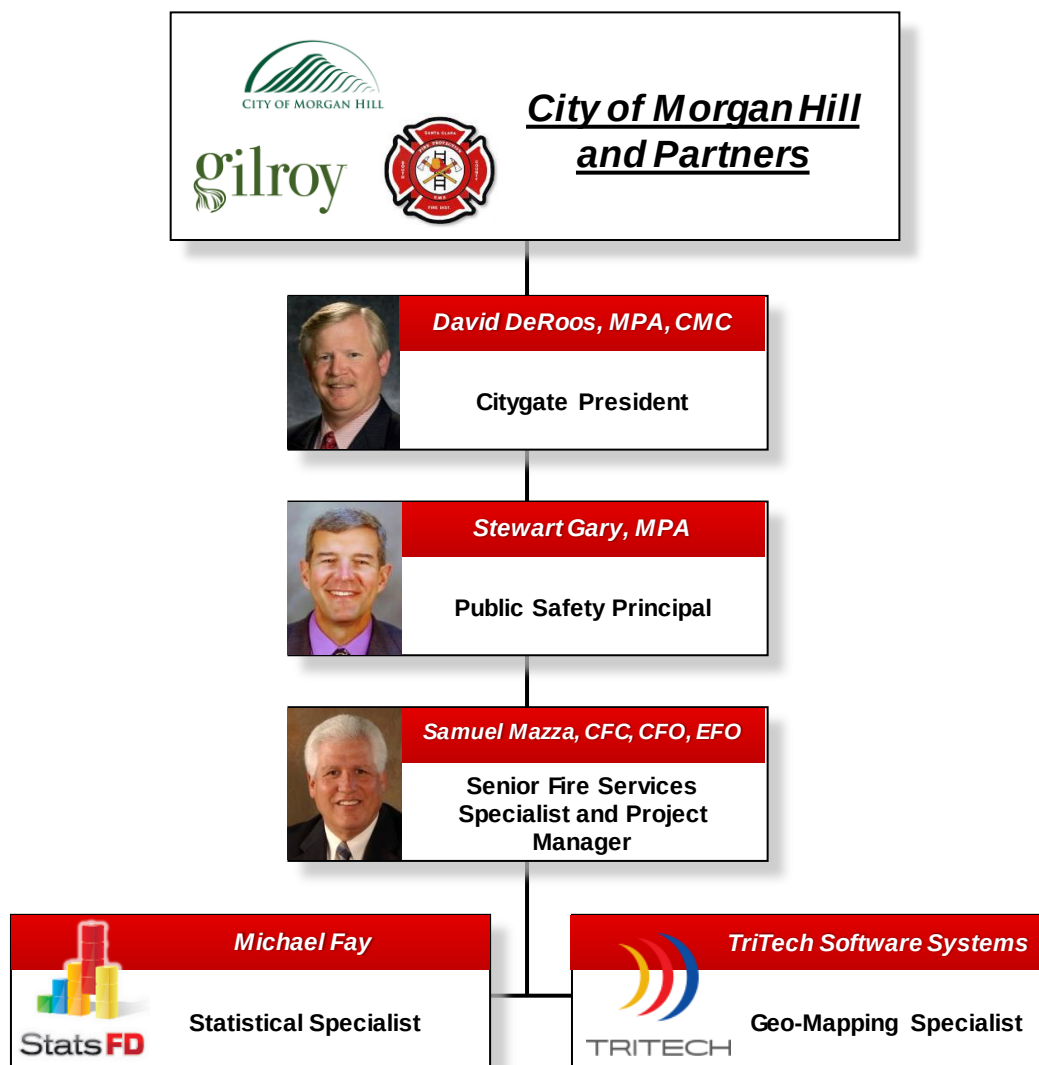
City of Morgan Hill and Partners

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2.3.4 Project Team Organization Chart

The following is a Project Team organization chart. Citygate's consultants adhere to the Code of Ethics found in **Appendix A**.

Project Team Organization Chart



2.4 SERVICE AVAILABILITY

Citygate is available to begin work on this study immediately upon execution of a contract for professional services. Our office hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, and our

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Project Team is available after hours as necessary to ensure that we meet the Departments' needs as well as the project schedule and Work Plan.

2.5 PROCESS

Citygate understands that the City of Morgan Hill and the partner Departments in South Santa Clara County desire a Standards of Coverage assessment conforming to the Center for Public Safety Excellence guidelines, as well as other applicable nationally recognized guidelines and best practices, Federal and State mandates, and pertinent local and regional operating procedures.

Citygate's Standards of Coverage (SOC) and community risk assessment studies are performed in accordance with the methodology outlined in *Standards of Response Coverage* (6th ed.) as published by the Commission of Fire Accreditation International (CFAI). Our studies also incorporate guidelines and best practices in the field of deployment and risk analysis from the National Fire Protection Association (NFPA), Insurance Services Office (ISO), California Occupational Safety and Health Administration (Cal/OSHA), relevant Federal and State laws and regulations, the International Association of Fire Fighters (IAFF), and other recognized industry best practices.

In addition to our customary techniques of reviewing agency documentation and conducting stakeholder listening interviews, Citygate will:

- ◆ Use Esri ArcGIS to prepare analysis maps of the three Departments' deployment situation.
- ◆ Use an incident response time analysis program called StatsFD™ to review the statistics of prior incident performance. The results will be plotted not only on graphs and charts, but “live” using 3D tools over Google Earth images. All SOC statistics reports and Google Earth models will be provided to the Departments for ongoing comparative use over time.

2.5.1 Detailed Scope of Services and Project Work Plan

Citygate's detailed Work Plan to conduct the requested scope of work is presented in this section. We will review the proposed Work Plan and schedule with the Departments' leadership prior to initiating any work. After obtaining additional input, we will finalize our Work Plan and the accompanying project schedule.

The core methodology used by Citygate in the scope of its deployment analysis work will be that of the Standards of Coverage systems approach to fire department deployment as published by the CFAI. This is a systems-based approach using local risk and demographics to determine the level of protection best fitting the Departments' needs.

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The study will include the following components of the Standards of Coverage process:

Standards of Coverage Process Elements

	SOC Element	Description
1	Existing Deployment Policies	A review of current agency deployment policies.
2	Community Outcome Expectations	A review of the community's expectations relative to the agency's response to emergencies, as well as a description of the community being served.
3	Community Risk Assessment	A review of the assets at risk within the community.
4	Critical Task Study	A review of the essential tasks that must be performed and the personnel required to deliver a stated outcome for an Effective Response Force (ERF).
5	Distribution Study	A review of the spacing of initial response (first-due) resources (typically engines) to control routine emergencies.
6	Concentration Study	A review of the spacing of fire stations so that larger or more complex emergencies receive sufficient resources in a timely manner (Effective Response Force).
7	Reliability and Historical Response Effectiveness Studies	Using recent prior response statistics, determining historical system performance, and the percentage of conformance to established response performance goals that the existing deployment system delivers.
8	Overall Evaluation	Proposing Standard of Coverage statements and performance measures by risk type as appropriate, as well as compliance methodology.

Source: CFAI Standards of Cover, 5th edition

Changes in deployment, if desirable, will be identified along with likely timing. This Citygate team strength means we are able to develop specific recommendations tailored to the local situation that are implementable. We will specifically identify what is working well, where improvements are needed, and what new resources, if any, would be needed to implement the recommendations. Recommendations will consider the cost and the Departments' ability to implement them.

Our Work Plan is comprised of four tasks that will be explained throughout this section. Throughout the entire project duration, we will monitor engagement progress and completion of tasks, including providing monthly written status reports and oral communications, as needed.

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Task 1: Initiate and Manage the Project, Data Collection, and Stakeholder Interviews

Subtasks:

Citygate and Department project representatives will hold a startup meeting to refine the issues to be addressed by this project, as well as the schedule, budget, and methods of data collection and analysis.

1.1 Obtain and Review Department Data and Information

- ◆ At the start of the project, we will develop and submit a list of requested data and information relevant to this project, including County and City General Plans, growth forecasts, and any appropriate prior studies in the study area. We will also request Fire Department documentation, including, as available, dispatch data, fleet inventory, facility information, current personnel, equipment and other operating costs, and other relevant information. Once we receive the requested documentation from the Departments, we will review it prior to the startup meeting and stakeholder interviews in the following subtask.
- ◆ Citygate will additionally request Department and other available GIS data layers, hazard and risk-related information, travel time performance measure(s), and historical calls-for-service data from the Departments' data systems.
- ◆ We have found that reviewing factual documents prior to our initial interviews improves the effectiveness and value of the interviews we conduct, since it results in more specific questions and more definitive information.

1.2 Meet with Department Representatives to Initiate Project

- ◆ Citygate will, in collaboration with Department leadership, review and finalize a detailed Work Plan, project schedule, schedule of activities, project deliverables, roles and responsibilities, and project benchmarks. These tools will assist both the consultants and Department staff to monitor the progress of the study.
- ◆ A key to a successful consulting engagement is a mutual understanding of the project's scope and objectives. In our experience, this early effort to clearly define expectations, roles, and lines of communications results in a better focus on substantive issues as the engagement progresses.

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- ◆ To enhance our understanding of the issues at stake in this project, we will meet with, as appropriate and as requested:
 - Elected or appointed community officials
 - Fire Department leadership/key staff
 - Employee labor group leadership
 - Other project stakeholders as requested or appropriate.

1.3 Driving Assessment of the Departments' Service Area

As part of the initial site visit, Citygate will tour the combined service area with an experienced command chief to visually understand the geography, transportation network, facilities, and building and other potential natural and human-caused hazards and risks to compare and contrast what is seen versus what existing documents typify and quantify.

1.4 Ongoing Project Management

Throughout the entire project duration, we will monitor engagement progress and completion of tasks, including providing monthly written status reports and oral communications, as needed.

Meetings and Deliverables

There will be one *one-day* on-site trip during this task to initiate the project, establish relationships, conduct stakeholder interviews, and tour the Departments' service area and facilities.

Citygate will deliver, in writing, the final project schedule and the data/document request questionnaire.

Task 2: Standards of Coverage Assessment

Subtasks:

2.1 Describe the Community Served and Existing Deployment

The Citygate team will understand and describe the Departments' current deployment model, including:

- ◆ Service area population and demographics
- ◆ History, formation, and general description of the Departments
- ◆ Geographic response areas

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- ◆ Operational staffing levels
- ◆ Current or draft performance goals, objectives, and measures
- ◆ Mutual and automatic aid agreements.

2.2 Identify and Describe Community Outcome Expectations

Citygate will review existing community expectations and performance goals and also identify and describe any differential expectations relative to fire protection services and response performance as a result of the stakeholder interviews.

2.3 Conduct a Community Risk Assessment

Citygate will conduct an analysis of community risks including:

- ◆ Identification of risk assessment sub-zones in collaboration with the Departments' leadership
- ◆ Identification of the values at risk within the Departments' service areas
- ◆ Identification of the natural and human-caused hazards with potential to adversely impact the joint service area
- ◆ Determination of probability of occurrence for each identified hazard by sub-zone
- ◆ Identification and quantification of appropriate impact severity factors for each identified hazard
- ◆ Determination of overall likely impact severity by hazard for each sub-zone.

2.4 Perform Critical Task Time Studies

We will assist the Departments in conducting critical task time studies for typical emergency incident types. As an alternative, Citygate can use aggregate critical crew task times from other client agencies similar to the Departments.

2.5 Perform Distribution Study

Citygate will use the FireView software GIS mapping tool to study the effectiveness of existing station locations to understand the existing deployment system performance and test proposed service measures by risk types in different zones for first-due, all-risk units. Citygate's distribution study will include traffic congestion modeling.

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2.6 Perform Concentration Study

Citygate will conduct a comprehensive analysis of the Departments' capability to achieve an Effective Response Force (ERF) to resolve more serious or complex situations. Citygate's concentration study will include traffic congestion modeling.

2.7 Assess Reliability and Historical Response Effectiveness

Citygate will utilize StatsFD™ software to provide a comprehensive statistical analysis of:

- ◆ Current workload of each fire company, including unit hour utilization
- ◆ Actual or estimated failure rates of individual companies
- ◆ Concurrent service demand and operational impacts
- ◆ Historical response performance components
- ◆ Mutual and automatic aid provided and received.

2.8 Perform Overall Evaluation

- ◆ We will provide an overall deployment analysis summary with recommended performance objectives by risk type, including measures and compliance methodologies that best align with recognized industry best practices, community expectations, and current and prospective future Department resources.
- ◆ We will identify areas that are underserved, inefficient, or over-covered.
- ◆ We will identify viable service delivery alternatives that consider the geographic and financial resource limitations of the agencies, if any.
- ◆ We will identify current deployment, areas for improvement, and comparative analysis to industry best practices.

Meetings and Deliverables

There are no on-site meetings anticipated for this task. The findings and recommendations from this task will be incorporated into the report drafts in Task 4.

Task 3: Future Service Needs and Alternative Service Models

In this task, Citygate will evaluate projected future population growth and development within the Departments to project future service demand by risk type and identify and evaluate future service demand and potential alternative service models.

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Subtasks:

3.1 Identify Future Fire Department Resource, Staffing, and Facility Needs

- ◆ Identify projected future service area population growth and related development.
- ◆ Project incremental future service demand by risk type.
- ◆ Identify projected future resource, facility, and staffing needs.

3.2 Identify Viable Alternative Service Delivery Models

- ◆ Develop viable alternatives for providing emergency and non-emergency response services within the geographic and financial resource limitations of the Departments, if any.

Meetings and Deliverables

There are no on-site meetings anticipated for this task. The findings and recommendations from this task will be incorporated into the report drafts in Task 4.

Task 4: Conduct Preliminary Findings Briefing; Prepare and Deliver Draft and Final Reports

The entire Citygate Project Team will develop a comprehensive written report, including findings, recommendations, and exhibits.

Subtasks:

4.1 Prepare and Conduct a Preliminary Findings Briefing

- ◆ Upon completion of Tasks 2 and 3, Citygate will conduct an on-site briefing of our deployment analysis; risk assessment; future service demand and projected future resource, staffing, and facility needs; and viable alternative service delivery models. During this briefing, we will discuss any anomalies in the data and resolve any remaining issues.
- ◆ Pursuant to any input received from the Departments' project team, we will make any data-driven changes in the response and risk assessment models and then refinements, if needed, will be incorporated into our Draft Report.

4.2 Prepare a Comprehensive Draft Report with Exhibits

- ◆ The entire Citygate team will prepare a comprehensive Draft Report, including statistical and geographic mapping exhibits.

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- ◆ Upon completion of the Draft Report, an electronic version in Microsoft Word will be sent to the Departments' project representative for comments using the track changes and insert comments tools in Microsoft Word.

4.3 Review Draft Report with the Departments' Project Team

- ◆ Our normal practice is to review the Draft Report via teleconference with management personnel to ensure that the factual basis for our recommendations is correct and to allow time for a thorough review. In addition, we take time to discuss any areas that require further clarification or amplification. It is during this time that understandings beyond the written text can be communicated.

4.4 Prepare and Submit Final Report

- ◆ The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how our review was conducted, what issues were identified, why our recommendations were made, and how implementation should be accomplished.
- ◆ Based on the results of our Draft Report review process, we will prepare and submit an Executive Summary and comprehensive Final Report to include appropriate statistical and mapping exhibits.

Meetings and Deliverables

There will be one on-site meeting for this task to conduct our preliminary findings briefing with the Departments' executive team, as well as one additional on-site visit per agency to present the Final Report.

Deliverables for this task include a preliminary findings briefing and a comprehensive written Draft Report and Final Report, including statistical and mapping exhibits.

We will present the Final Report to the Board of Directors of the Fire District and each city council in three separate meetings as required.

2.5.2 Final Report Components

Our final work product will include:

1. An analysis of the effectiveness of current fire station locations.
2. An analysis of the efficiency of the current deployment scheme of resources within the Departments' fire stations.
3. An analysis of the Departments' ability to meet the listed recommendations.

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4. An analysis of the values to be protected in the Departments, along with identification of potential hazards.
5. Recommendations for changes in fire station locations, if needed, to meet current and future needs and to optimize service delivery.
6. Recommendations for deployment of new resources to meet current and future needs.
7. Provision of supporting colored maps and other visual data to fully illustrate the current situation and consultant recommendations. This information shall be provided in both hard copy format and computerized format.

The Final Report will be delivered electronically in Adobe Acrobat (.PDF) format.

2.6 IMPLEMENTATION PLAN

2.6.1 Project Schedule

Citygate anticipates the duration of this project to be five months and is available to start immediately upon execution of a Professional Services Agreement or contract for services. A summary of the proposed project schedule is presented in the following table:

Project Schedule

Task		Month 1				Month 2				Month 3				Month 4				Month 5			
1	Initiate and Manage Project																				
2	SOC Assessment																				
3	Future Service Demand / Alternative Service Models																				
4	Findings Briefing; Draft and Final Report																				

● On-site meeting/briefing

2.6.2 Project Site Visit Schedule

The following is our schedule of on-site visits/meetings:

Task 1:

- ◆ One-day site visit to conduct the project start-up meeting, stakeholder interviews, and tour the Departments' facilities and service area.

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Task 4:

- ◆ One partial-day site visit to conduct the preliminary findings briefing.
- ◆ One partial-day site visit per agency to deliver the Final Report presentation.

2.6.3 Study Components with Which the Departments Must Assist

Both Citygate and the Departments understand the economic constraints related to a project of this complexity. The Departments have the best capability to collect much of the required data that can assist Citygate with this study. Therefore, the Departments will assist Citygate by:

- ◆ Providing City/Department data and documents describing the organization, services, budgets, expenses and performance measures, and other information as requested by Citygate as available.
- ◆ Providing electronic incident response data in a format requested by Citygate.
- ◆ Identifying a single point of contact for this project.

2.7 SERVICE ENHANCEMENTS

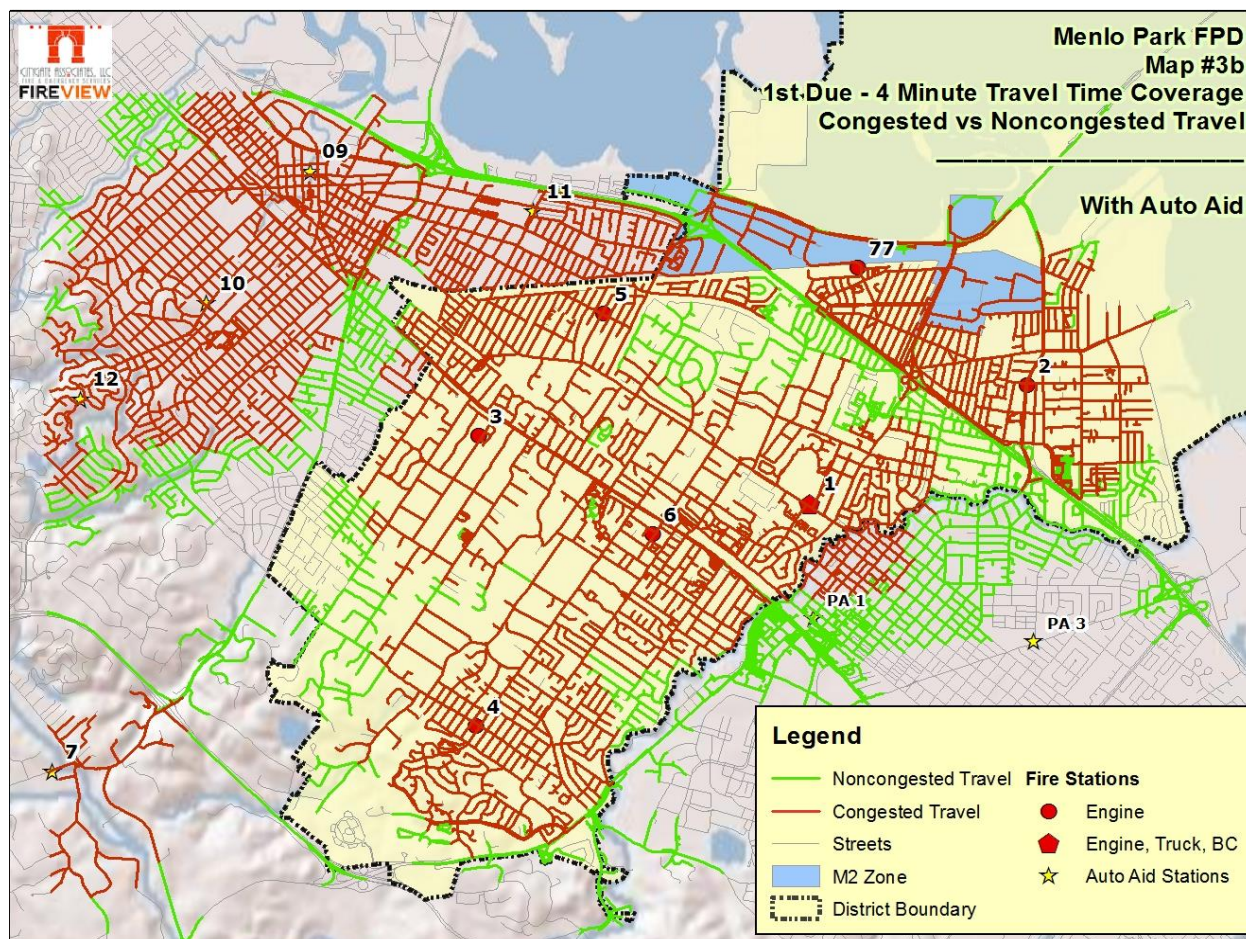
The following are samples from Citygate reports that demonstrate distinguishing features and additional services we can offer to the Departments for this project.

2.7.1 Report Work Samples—Points of Differentiation

Citygate remains on the leading edge of analytic tools as the SOC thought-process leader. Citygate is the first consultancy in the nation to utilize traffic congestion data from which to model rush-hour impacted fire apparatus travel times. This is the same data used to display traffic congestion on mobile devices by coloring road networks green, yellow, and red. We have successfully used this tool in cities such as Menlo Park, San Jose, Sacramento, and Santa Clara, among others. This analysis has not been included in this proposal but is an additional cost option to those clients who need this level of response time impact modeling.

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Figure 1—Congested Vs. Non-Congested Travel



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If your units are over utilized, they are increasingly subject to reduced response availability. Citygate always provides detailed information regarding the utilization of each public safety unit by the hour of the day.

City of Orange Unit Hour Utilization

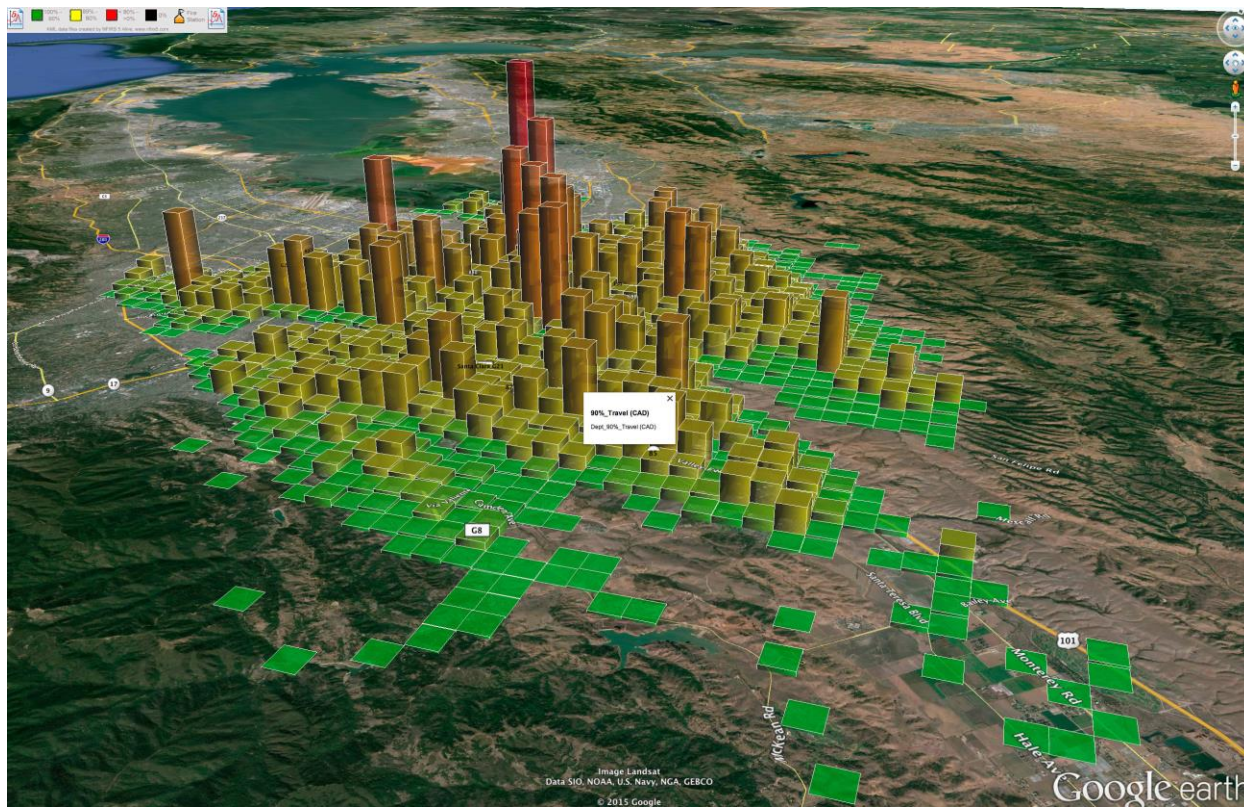
Hour	R5	R3	R4	E1	E5	E3	E4	E6	E2	T1	T8	E7
00:00	18.37%	11.51%	13.90%	7.81%	10.26%	11.19%	6.81%	4.72%	5.31%	1.97%	2.08%	4.82%
01:00	12.25%	12.47%	10.32%	5.28%	5.66%	6.24%	5.11%	4.21%	5.19%	1.72%	1.14%	1.61%
02:00	12.77%	10.43%	9.50%	4.73%	4.03%	5.13%	5.28%	5.22%	4.63%	2.72%	1.48%	1.56%
03:00	8.72%	6.50%	9.33%	3.89%	2.54%	3.85%	4.34%	2.89%	3.40%	1.04%	1.28%	0.90%
04:00	10.60%	7.30%	6.28%	4.03%	3.50%	4.20%	4.54%	3.65%	2.84%	1.34%	0.57%	1.26%
05:00	11.44%	9.55%	10.53%	5.89%	4.71%	5.11%	5.17%	4.21%	3.46%	2.08%	0.94%	1.09%
06:00	11.25%	10.21%	13.31%	6.25%	5.48%	6.18%	6.62%	1.84%	4.42%	2.50%	0.88%	1.22%
07:00	20.73%	12.66%	18.96%	7.29%	9.26%	6.40%	9.36%	7.29%	7.93%	5.63%	1.79%	3.44%
08:00	22.55%	24.98%	19.41%	9.18%	8.83%	8.07%	8.51%	8.01%	12.11%	4.18%	4.49%	3.97%
09:00	30.18%	26.65%	26.12%	12.59%	13.63%	13.12%	13.02%	8.55%	9.44%	6.12%	4.66%	3.27%
10:00	31.00%	28.00%	27.15%	16.15%	13.93%	10.53%	11.81%	10.53%	11.21%	5.25%	4.95%	4.03%
11:00	32.20%	25.13%	29.45%	14.07%	15.07%	12.26%	10.96%	9.83%	9.30%	4.47%	5.62%	11.44%
12:00	31.61%	30.99%	26.08%	15.21%	13.51%	13.85%	14.42%	8.20%	12.45%	5.33%	6.67%	5.52%
13:00	32.26%	23.78%	29.57%	16.28%	15.41%	10.91%	13.31%	11.26%	7.09%	3.74%	4.56%	5.13%
14:00	30.58%	28.49%	27.12%	15.47%	14.38%	12.62%	11.70%	13.30%	11.64%	4.17%	5.36%	5.69%
15:00	31.02%	25.84%	29.58%	13.44%	10.77%	14.28%	13.77%	11.88%	9.16%	7.58%	6.20%	5.21%
16:00	30.05%	22.41%	28.23%	15.58%	11.88%	13.38%	13.26%	11.74%	12.92%	3.65%	4.16%	5.52%
17:00	32.51%	27.15%	23.99%	15.29%	14.60%	13.00%	12.38%	12.16%	10.30%	4.33%	4.08%	4.20%
18:00	27.64%	21.69%	25.77%	14.17%	16.00%	11.40%	13.91%	9.22%	8.40%	6.50%	3.96%	4.57%
19:00	26.54%	22.25%	24.78%	12.75%	10.48%	11.45%	12.05%	11.51%	9.44%	5.26%	3.08%	3.11%
20:00	25.70%	26.02%	21.91%	13.39%	10.52%	13.17%	11.70%	9.22%	12.29%	6.54%	4.31%	3.31%
21:00	23.68%	16.74%	23.74%	9.92%	10.33%	7.31%	11.36%	12.14%	9.10%	4.29%	3.66%	1.64%
22:00	22.07%	15.22%	13.37%	9.83%	9.25%	6.22%	9.05%	7.47%	6.08%	4.16%	3.29%	2.40%
23:00	18.24%	10.56%	15.48%	7.90%	4.70%	5.77%	7.38%	6.12%	5.06%	2.21%	1.53%	2.29%
Overall	23.08%	19.02%	20.16%	10.68%	9.95%	9.40%	9.83%	8.13%	8.05%	4.03%	3.36%	3.63%
Responses	3,790	3,115	2,736	2,166	2,117	1,945	1,732	1,699	1,677	1,218	750	606

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Local policy choices regarding effective public safety are often difficult. When the Departments partner with Citygate, Department officials and residents will clearly see and understand the deployment information from which you must set policy.

Figure 2—San Jose Fire Department Response Time by Volume



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SECTION 3—COST PROPOSAL

3.1 PROJECT FEES

Our charges are based on **actual time** spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, printing, clerical, and support services related to the engagement. We will undertake this study for a “not-to-exceed” total cost based on our proposed Project Work Plan, Scope of Work, and Schedule as presented in the following table. Any additional work outside the scope of services described in this proposal, as mutually agreed to in writing as a change order, will be billed at the hourly rate of the respective consultant(s) including any reimbursable expenses plus a five percent administrative fee.

Total Project Cost Summary

Consulting Fees of Project Team	Reimbursable Expenses	GIS	Administration (5% of Hourly Fees)	Total Citygate Project Amount
\$66,495	\$760	\$8,950	\$3,325	\$79,530

The following is a cost estimate per study partner based on the number of fire stations within the service area. The cost of traffic congestion modeling has been split between the Cities of Gilroy and Morgan Hill. The study partners can choose how to split the cost. Citygate will bill the City of Morgan Hill for the full amount.

Cost per Study Partner (Based on the Number of Fire Stations and Traffic Congestion Modeling)

Partner	Number of Stations	Total Citygate Project Amount
Gilroy	3	\$31,520
Morgan Hill	2	\$23,275
South Santa Clara County Fire District	3	\$24,735
Total	8	\$79,530

This cost proposal reflects our best effort to be responsive to the three Departments’ needs for this study at a reasonable cost. If our proposed scope of work and/or costs are not in alignment with the Departments’ needs or expectations, we are open to discussing modification of our proposed scope of work and associated costs.

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The price quoted is effective for 60 days from the proposal due date and includes one (1) draft review cycle as described in Task 4 of our Work Plan to be completed by Citygate and the Departments within 30 calendar days. Additional Draft Report cycles or processing delays requested by the Departments would be billed in addition to the contracted amount at our time and materials rates. When changes are agreed upon, Citygate will provide a Final Report in a PDF format for reproduction by each agency. The Draft Report will be considered to be the Final Report if there are no suggested changes within thirty (30) days of the delivery of the Draft Report.

3.2 STANDARD HOURLY BILLING RATES

Classification	Rate	Consultant
Citygate President	\$225 per hour	David DeRoos
Public Safety Principal	\$250 per hour	Stewart Gary
Senior Fire Services Specialist / Project Manager	\$210 per hour	Samuel Mazza
Statistical Specialist	\$195 per hour	Michael Fay
Geo-Mapping Specialist	\$195 per hour	TriTech
Report Project Administrator	\$125 per hour	Chad Jackson
Administrative Support	\$95 per hour	Various

3.3 BILLING SCHEDULE

We will bill one agency, the City of Morgan Hill, monthly for time, reimbursable expenses incurred at actual costs (travel), plus a five percent (5%) administration charge in lieu of individual charges for copies, phone, etc. Our invoices are payable within thirty (30) days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter. Our practice is to send both our monthly status report and invoice electronically. Once we are selected for this project, we will request the email for the appropriate recipients of the electronic documents. Hard copies of these documents will be provided only upon request. We prefer to receive payment by direct deposit, if available.

We request that ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset our start-up costs. This advance would be credited to our last invoice.

APPENDIX A

CODE OF ETHICS

CODE OF ETHICS

CLIENTS

1. We will serve our clients with integrity, competence, and objectivity.
2. We will keep client information and records of client engagements confidential and will use proprietary client information only with the client's permission.
3. We will not take advantage of confidential client information for ourselves or our firms.
4. We will not allow conflicts of interest which provide a competitive advantage to one client through our use of confidential information from another client who is a direct competitor without that competitor's permission.

ENGAGEMENTS

5. We will accept only engagements for which we are qualified by our experience and competence.
6. We will assign staff to client engagements in accord with their experience, knowledge, and expertise.
7. We will immediately acknowledge any influences on our objectivity to our clients and will offer to withdraw from a consulting engagement when our objectivity or integrity may be impaired.

FEES

8. We will agree independently and in advance on the basis for our fees and expenses and will charge fees and expenses that are reasonable, legitimate, and commensurate with the services we deliver and the responsibility we accept.
9. We will disclose to our clients in advance any fees or commissions that we will receive for equipment, supplies or services we recommend to our clients.

PROFESSION

10. We will respect the intellectual property rights of our clients, other consulting firms, and sole practitioners and will not use proprietary information or methodologies without permission.
11. We will not advertise our services in a deceptive manner and will not misrepresent the consulting profession, consulting firms, or sole practitioners.
12. We will report violations of this Code of Ethics.

The Council of Consulting Organizations, Inc. Board of Directors approved this Code of Ethics on January 8, 1991. The Institute of Management Consultants (IMC) is a division of the Council of Consulting Organizations, Inc.

APPENDIX B

PROJECT TEAM RESUMES

CITYGATE ASSOCIATES, LLC**STEWART W. GARY, MPA**

Mr. Gary was, until his retirement, the Fire Chief of the Livermore-Pleasanton Fire Department. Now in his 47th year in the Fire Service, Mr. Gary began as a volunteer and worked his way up through the ranks, including his service as a Paramedic for five years.

Mr. Gary started his career with the City of Poway in San Diego County, attaining the rank of Battalion Chief / Fire Marshal. He subsequently served as the Administrative Battalion Chief for the Carlsbad Fire Department in San Diego County. He was appointed Fire Chief for the City of Livermore, California in January 1994, and two years later, he successfully facilitated the peer-to-peer merger of the Livermore and Pleasanton Fire Departments into one seamless 10-company department from which he retired as Chief. This successful consolidation was awarded the esteemed Helen Putnam Award for Excellence and Innovation by the California League of Cities in 1999.

Mr. Gary has both a bachelor's and master's degree in Public Administration from San Diego State University. He holds an associate degree in fire science from Miramar Community College in San Diego and a certificate in fire protection administration from San Diego State, and he has attended hundreds of hours of seminar course work in fire protection.

Mr. Gary has served in elected professional positions, including: President, California League of Cities, Fire Chiefs Department; and Chairperson, San Diego County Paramedic Agencies. He has been involved in progressive responsibility for creating or implementing fire protection policy on the local, state, and national levels. He has served as a board member representing cities on the California Office of Emergency Services-Firescope Board and served two terms as the fire chief representative on the California League of Cities Board of Directors. Mr. Gary served on the Livermore School District Board and served as an elected official on the City of Livermore City Council.

Current Consulting Experience Includes:

Since starting his consulting career with Citygate Associates in 2001, Chief Gary has successfully worked on, managed, or directed over 300 consulting projects. Some of the highlights and recent projects include:

- ◆ Served as Public Safety Principal for a fire station location and deployment study to update and integrate previous studies in the south County and to find a suitable location for a new fire station in Morgan Hill to benefit the South Santa Clara County Fire Department.
- ◆ Served as Public Safety Principal and Project Director for a fire department organization review for the San Jose Fire Department.
- ◆ Served as Project Director and Standards of Coverage Specialist for a Standards of Coverage update for the Menlo Park Fire Protection District.
- ◆ Served as Public Safety Principal and Project Manager for a fire and emergency medical services needs assessment in the Sweetwater area of the San Antonio Valley for the County of Santa Clara.
- ◆ Served as Public Safety Principal for a comprehensive Standards of Coverage and headquarters staffing adequacy review for the Santa Clara Fire Department.

- ◆ Served as Public Safety Principal and Project Director for a Standards of Coverage study, management/administration assessment, and Strategic Plan for the Cosumnes Community Services District.
- ◆ Served as Project Manager and Standards of Coverage Specialist for the Montecito Fire Protection District to provide a Standards of Coverage and risk assessment study.
- ◆ Served as Public Safety Principal to conduct a Standards of Coverage and management/administration assessment for the Central Fire Protection District of Santa Cruz County.
- ◆ Served as Public Safety Principal to develop an emergency services Master Plan for the Aptos/La Selva Fire Protection District.
- ◆ Served as Project Manager for a high-level assessment of the feasibility of fire agency consolidation for the Cities of Monterey, Pacific Grove, and Carmel.
- ◆ Served as Public Safety Principal and Project Director for a fire services Master Plan update for the City of San Luis Obispo, CA.
- ◆ Served as Public Safety Principal and Project Director for a Standards of Coverage study that included a review of options for ambulance deployment based in the Fire Department for the City of Sacramento.
- ◆ Served as Project Director for Citygate's Standards of Coverage study for the City of San Diego, CA.
- ◆ Served as Public Safety Principal and Project Director for a Standards of Coverage update for the San Diego Fire-Rescue Department.

Other Non-Citygate Relevant Experience Includes:

- ◆ In 2002, Mr. Gary led a seminar that taught the Standards of Coverage (SOC) methodology to members of the Clark County Fire Department.
- ◆ In 2005 and into 2006, Mr. Gary coached, assisted and initially drafted the Clark County Fire Department Rural SOC documents. He advised County GIS on how to prepare the necessary mapping and response statistics analysis. He then coached the project manager on collecting risk assessment information on each rural area, which he then wove into an integrated draft set of risk statements and proposed response policies for each rural area.
- ◆ In 2000, Mr. Gary was the lead deployment consultant on a team that developed a new strategic plan for the San Jose Fire Department. The final plan, which used the accreditation system methods and Standards of Coverage tools, was well received by the Department and City Council, which accepted the new strategic plan on a 9–0 vote.
- ◆ In 1996, Mr. Gary successfully studied and then facilitated the peer-to-peer merger of the Livermore and Pleasanton Fire Departments into one seamless 10-company department for which he served as Chief. The LPFD represents one of the few successful city-to-city fire mergers in California. The LPFD consisted of 128 total personnel with an operating budget for FY 00/01 of \$18M. Service was provided

from eight stations and a training facility, and two additional stations were under construction.

- ◆ In 1995, Mr. Gary began working with the International Association of Fire Chiefs and International City Management Association Accreditation project on the Standards of Coverage system for fire service deployment. He re-worked the material into a California manual and annually taught a 40-hour course for the California Fire Academy for many years. He conducts seminars on this deployment methodology for the International Fire Chiefs across the United States and Canada.
- ◆ In 1994, Mr. Gary effectively led the Fire Department's adding of paramedic firefighters on all engines to increase service. Previously the Alameda County regional system was under-serving Livermore, and the local hospital emergency room was closing. Residents and the City Council approved a local EMS supplemental property tax assessment (successfully re-voted after Proposition 218) to help pay for this increased service. In 1995, Mr. Gary assisted the City Council and the firefighters union in reaching a new understanding on staffing, and a fifth Fire Company was added to better serve the northwest area of Livermore.
- ◆ During his tenure in Carlsbad, he successfully master-planned and opened two additional fire stations and developed the necessary agreements between the development community and the City Council.
- ◆ Mr. Gary has developed fire apparatus replacement plans; procured fire apparatus; supervised the development of community disaster preparedness and public education programs; facilitated permit streamlining programs in the Fire Prevention and Building Departments; improved diversity in the Livermore fire department by hiring the first three female firefighters in the City; supervised the Livermore City Building Department, including plan check and inspection services for two years; and master-planned future growth in the north Livermore area for an additional 30,000 people in a "new town" area.
- ◆ Mr. Gary facilitated a successful regional dispatch consolidation between Poway and the City of San Diego Fire Department. He developed and implemented fire department computer records systems for Carlsbad and Livermore.
- ◆ Mr. Gary has been a speaker on the proper design of information systems at several seminars for Fire Chiefs, the California League of Cities, and the Fortune 100. He has authored articles on technology and deployment for national fire service publications.
- ◆ Mr. Gary is experienced as an educator in teaching firefighting, paramedicine, and citizen CPR programs. As a community college instructor, he taught management and fire prevention. He has been an instructor for State Fire Training and the San Diego Paramedic program.

Instructor and Lecturer:

- ◆ Instructor and lecturer on fire service deployment for the Commission on Fire Accreditation Standards of Coverage methodology. Over the last five years, Mr. Gary has presented one-day workshops across the US and Canada to fire chiefs. Presentations have included:

- The International Association of Fire Chiefs Convention
- US Navy Fire Chiefs in Norfolk, Virginia
- US Air Force Fire Chiefs at the USAF Academy, Colorado Springs, Colorado
- Seattle-area Fire Chiefs
- Vancouver British Columbia Fire Chiefs Association
- The Michigan/Indiana Fire Chiefs Association School at Notre Dame University
- The California Fire Training Officers annual workshop
- ◆ Developed and taught the 40-hour course in fire deployment methods for the California Fire Academy for seven years. Over 250 fire officers have been trained in this course.

Publications:

- ◆ Edited, partially wrote and co-developed the 2nd, 3rd, and 4th Editions of the Commission on Fire Accreditation Standards of Response Cover Manual.
- ◆ Fire Chief Magazine article. February 2001, “System of Cover.” Using the Accreditation Commission’s Standards of Response Cover systems approach for deployment.
- ◆ Fire Chief Magazine article. December 2000, “Data to Go.” Designing and implementing wireless data technologies for the fire service.

CITYGATE ASSOCIATES, LLC**SAMUEL L. MAZZA, CFC, CFO, EFO**

Mr. Mazza retired as the Fire Chief for the City of Monterey, California, where he engineered and facilitated the consolidation of the Monterey and Pacific Grove fire departments in 2008. His fire service career spans 38 years with city, county, special district, and state fire agencies and includes administration, operations, air operations, training, dispatch, disaster planning and management, fire prevention, and law enforcement experience. He served as the Incident Commander on a statewide Incident Command Team and continues to serve as a member of the Monterey City and Monterey County Emergency Operations Center staffs. Mr. Mazza holds a bachelor's degree from California State University, Fresno, and an associate degree in fire science from Fresno City College, and he is a graduate of the Executive Fire Officer Program.

Mr. Mazza has extensive collaborative experience, having served elected and appointed positions in numerous professional organizations and on regional committees and initiatives. He has served as the Fire and Rescue Coordinator and chaired the California Incident Command Certification System Peer Review Committee for the California Emergency Management Agency Monterey County Operational Area, and he also served on the Monterey County Operational Area Grant Approval Authority for the California Department of Homeland Security. He has served as President of the Monterey County Fire Chiefs Association and represented county fire agencies on committees providing governance and policy oversight of the Monterey County voice and data emergency communications and dispatch systems. He obtained grant funding and facilitated implementation of a mobile data communications system for Monterey County fire agencies in 2010 and initiated and led the continuing effort to develop a regional shared governance fire agency for the Monterey Peninsula.

Memberships Held Include:

- ◆ International Association of Fire Chiefs, Fairfax, VA
- ◆ California Fire Chiefs Association, Rio Linda, CA

Current Consulting Experience Includes:

The following is a selection of Mr. Mazza's consulting experience since joining Citygate.

- ◆ Served as Senior Fire and Emergency Services Specialist for a Fire Department organizational review for the City of San Jose Fire Department.
- ◆ Served as Senior Fire Service Associate for a Standards of Coverage update and risk assessment for the Menlo Park Fire Protection District.
- ◆ Served as Senior Fire Services Specialist for a fire and EMS needs assessment in the Sweetwater Area of San Antonio Valley for the County of Santa Clara, California.
- ◆ Served as Senior Fire Services Specialist and Risk Assessment Specialist to perform a comprehensive Standards of Coverage and headquarters staffing adequacy review for the City of Santa Clara Fire Department.
- ◆ Served as Senior Fire Service Associate to provide a Standards of Coverage and risk assessment study for the Montecito Fire Protection District.

- ◆ Served as Senior Fire Services Specialist and Project Manager to conduct a Standards of Coverage and management/administration assessment for the Central Fire Protection District of Santa Cruz County.
- ◆ Served as Senior Fire Services Specialist and Project Manager to develop an emergency services Master Plan for the Aptos/La Selva Fire Protection District.
- ◆ Served as Senior Fire Services Associate for a Standards of Coverage study to include a review of options for ambulance deployment based in the Fire Department for the City of Sacramento.
- ◆ Served as Senior Fire and Emergency Services Specialist to conduct a Standards of Coverage update for the City of San Diego Fire-Rescue Department.

Significant Programs/Projects:

- ◆ Coordinated rewrite of the Monterey City Emergency Operations Plan in 2010 in conformance with federal and state all-hazard guidelines.
- ◆ Authored Damage Assessment Plan annex to the Monterey City Emergency Operations Plan.
- ◆ Authored Critical Infrastructure and Key Resources Plan annex to the Monterey City Emergency Operations Plan.
- ◆ Authored Pandemic Influenza Preparedness and Response Plan annex to the Monterey City Emergency Operations Plan.
- ◆ Developed and administered multiple fire service contracts.
- ◆ Coordinated annual Proposition 172 allocation for Monterey County fire agencies with the Monterey County Administrative Office.
- ◆ Served on the Board of Directors – Fire Agency Insurance Risk Authority.
- ◆ Served on the Monterey County Emergency Medical Services Agency Task Force, evaluating and recommending enhancements to the Monterey County EMS system.
- ◆ Represented Monterey County fire agencies on the Monterey County Emergency Medical System Committee.
- ◆ Coordinated fire agencies' recommendations and comments to the Monterey County General Plan update.
- ◆ Coordinated implementation of the California Incident Command Certification System within the Monterey County Operational Area.
- ◆ Participated in the National Fallen Firefighters Foundation Wildland Fire Symposium to develop initiatives to reduce firefighter line-of-duty-fatalities.
- ◆ Developed and implemented capital facilities and equipment replacement and maintenance plans.
- ◆ Facilitated development and implementation of multiple Strategic Plans.
- ◆ Facilitated implementation of the reorganization of Monterey County Service Area #61 into the South Monterey County Fire Protection District.

- ◆ Coordinated development and implementation of a Fire District Illness and Injury Prevention Plan.
- ◆ Coordinated development and implementation of fire suppression assessment and mitigation fee ordinances.
- ◆ Co-facilitated development and implementation of multi-agency engine and truck company performance standards.

SUBCONTRACTOR**MICHAEL D. FAY**

Michael D. Fay has over 30 years' experience serving as a firefighter, EMS director, educator, consultant, and publisher.

Relevant Experience:

- ◆ President of Animated Data, Inc., the designer and publisher of StatsFD, formerly NFIRS 5 Alive. Using standard StatsFD and raw CAD datasets, StatsFD quickly performs diagnostic analysis of fire department operations. Outputs are designed for both live and printed presentations.
- ◆ Director of End2End Inc., publisher of FirePoint RMS Systems for fire departments. Products of the firm include 40 single-user and multi-user client server modules. Mr. Fay is responsible for RMS product development.
- ◆ Senior Associate of Firepro Inc., a fire consulting firm specializing in fire safe building design, forensic reconstruction, and fire department consulting services. Mr. Fay directed fire scene documentation and reconstruction of dozens of large loss fires and co-authored management studies for several city fire departments.
- ◆ Assistant Superintendent and Program Chair for Management Technology at the National Fire Academy, Federal Emergency Management Agency (FEMA). The mission of the National Fire Academy is to enhance the nation's fire protection services through the development and delivery of specialized programs for fire service managers, trainers, and technicians. Mr. Fay directed delivery of management training courses in the Resident Programs Division, and he developed and delivered executive development training courses for chief officers of larger departments. He also established the National Fire Academy's microcomputer laboratory. Mr. Fay authored two college-level courses on the use of computer technology in the fire service and was responsible for the development and delivery of a national teleconference on management applications for fire service computers.
- ◆ Field Coordinator, International Association of Fire Chiefs Apprenticeship Program. The IAFC/IAFF Apprenticeship Program developed personnel resources through the establishment of performance standards and local programs of training. Mr. Fay traveled to fire departments nationally to help resolve obstacles to the implementation of enhanced firefighter, emergency medical technician (EMT), and paramedic training programs and contributed to the development and adoption of national standards for firefighters and EMTs.
- ◆ Director, Emergency Medical Services and Firefighter for the Amherst, MA Fire Department. Mr. Fay was responsible for EMS operations, supervision of EMS personnel, budget preparation, and public information programming. He also served as a line firefighter.

Education:

- ◆ BA, University of Massachusetts

CITYGATE ASSOCIATES, LLC**DAVID C. DeROOS, MPA, CMC**

Mr. DeRoos is the President of Citygate Associates, LLC and former Deputy Director of the California Redevelopment Association. He earned his undergraduate degree in political science / public service (Phi Beta Kappa) from the University of California, Davis, and he holds a master's degree in public administration from the University of Southern California. Mr. DeRoos has over five years of operational experience as a local government administrator in land use planning, budgeting, and personnel and 30 years of consulting experience performing operations and management reviews of local government functions. Prior to joining Citygate in 1991, he was a Senior Manager in the State and Local government consulting division of Ernst & Young.

Relevant Experience Includes:

- ◆ For all Citygate projects, Mr. DeRoos reviews work products and is responsible for ensuring that each project is conducted smoothly and efficiently within the schedule and budget allocated and that the project deliverables are in conformance to Citygate's quality standards.
- ◆ Served in an oversight capacity for a fire station location and deployment study to update and integrate previous studies in the south County and to find a suitable location for a new fire station in Morgan Hill to benefit the South Santa Clara County Fire Department.
- ◆ Served in an oversight capacity for a fire department organizational review for the San Jose Fire Department.
- ◆ Served in an oversight capacity for a Standards of Coverage update for the Menlo Park Fire Protection District.
- ◆ Served in an oversight capacity for a fire and emergency medical services needs assessment in the Sweetwater area of the San Antonio Valley for the County of Santa Clara.
- ◆ Served in an oversight capacity for a comprehensive Standards of Coverage and headquarters staffing adequacy review for the City of Santa Clara.
- ◆ Served in an oversight capacity for a Standards of Coverage study, a management/administration assessment, and a strategic plan for the Cosumnes Community Services District.
- ◆ Served in an oversight capacity for a Standards of Coverage and risk assessment study for the Montecito Fire Protection District.
- ◆ Served in an oversight capacity to conduct a Standards of Coverage and management/administration assessment for the Central Fire Protection District of Santa Cruz County.
- ◆ Served in an oversight capacity to develop an emergency services Master Plan for the Aptos/La Selva Fire Protection District.
- ◆ Served in an oversight capacity as Project Director for Citygate's high-level assessment of the feasibility of fire agency consolidation for the Cities of Monterey, Pacific Grove, and Carmel.

- ◆ Served in an oversight capacity for a fires services Master Plan update for the City of San Luis Obispo.
- ◆ Served in an oversight capacity for a Standards of Coverage study that included a review of options for ambulance deployment based in the fire department for the City of Sacramento.
- ◆ Served in an oversight capacity for Citygate's Standards of Coverage study for the City of San Diego, CA.
- ◆ Served in an oversight capacity for a Standards of Coverage update for the San Diego Fire-Rescue Department.

Mr. DeRoos is a member of several professional and civic associations. He has taught for the UC Davis Extension College and for graduate classes in public administration, administrative theory, and labor relations for Golden Gate University and non-profit and association management for the University of Southern California. He speaks and trains frequently on the topic of Leadership, Character, and Values and has also been a speaker for the American Planning Association (APA), written for the California APA newsletter and the California Redevelopment Journal, and has been a speaker on redevelopment, base closures, and related issues across the US. Mr. DeRoos holds a certificate in public sector labor management relations from UC Davis and is a Certified Management Consultant (CMC).

Reimbursement Agreement between the City of Morgan Hill and
the South Santa Clara County Fire District

This Reimbursement Agreement (Agreement) is entered into on _____, 2018 by and between the City of Morgan Hill (Morgan Hill) and the South Santa Clara County Fire District (District). Morgan Hill and the South Santa Clara County Fire District may be referred to individually as a Party and collectively as the Parties throughout this Agreement.

Whereas, the Parties, along with the City of Gilroy, agreed to partner in a sub-regional Standards of Coverage assessment. City of Morgan Hill, City of Gilroy, and South Santa Clara County Fire District may be referred to as Partners throughout this Agreement.

Whereas, Morgan Hill and Gilroy desire to include a traffic congestion study, but the District will not contribute to the cost of the study.

Whereas, the Partners agreed to hire Citygate Associates, LLC to conduct the sub-regional Standards of Coverage assessment.

Whereas, Citygate Associates, LLC desires to enter a contract with one agency who will act as the "host" agency for administering the contract.

Whereas, City of Morgan Hill will act as the host agency wherein Citygate will bill Morgan Hill for the full amount of the contract, and the Partner Agencies will reimburse Morgan Hill for their share based on the number of fire stations within each Partner's service area as set forth in their respective reimbursement agreements.

Whereas, this Reimbursement Agreement is to describe the terms and conditions for reimbursement between Morgan Hill and South Santa Clara County Fire District. A separate Reimbursement Agreement will be entered into between Morgan Hill and the City of Gilroy.

Now, therefore, the Parties agree as follows:

1. Morgan Hill is designated as the "host" agency for administration of the contract with Citygate Associates, LLC (hereinafter "Citygate"). Morgan Hill shall enter into a contract with Citygate for an initial amount not to exceed \$79,530. Parties agree that there is a contingency in the amount of \$3,970 to address any changes in scope. Any changes in scope beyond that originally anticipated by the Partners shall be negotiated, and the Citygate Contract and this Agreement shall be amended.
2. Term. The term of this Agreement is to run concurrently with the Agreement with Citygate, currently from _____ until December 31, 2019. This Reimbursement Agreement will automatically extend if the contract with Citygate is extended. Should the Citygate Contract terminate, the Parties agree to terminate this Agreement as well. Any outstanding invoices shall be paid by District within 30 days of termination.
3. South Santa Clara County Fire District's Share.
 - a. South Santa Clara County Fire District's Share of the Cost for the Standards of Coverage assessment based on three fire stations is \$24,735. South Santa Clara County Fire

District will be billed proportionately for any additional costs due to change in scope of the Citygate contract.

- b. District shall not contribute to the Traffic Congestion Study.
4. Reimbursement Schedule. Morgan Hill shall bill District as Morgan Hill is billed.
 - a. Citygate requires ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset their start-up costs (deposit). Thereafter, Citygate bills monthly for time, reimbursable expenses incurred at actual costs (travel), plus a five percent (5%) administration charge.
 - b. Morgan Hill shall bill District its proportionate share of the costs based on three stations. The first invoice shall be for District's proportionate share of the deposit. Morgan Hill shall thereafter invoice District on a monthly basis.
 - c. District shall pay Morgan Hill within thirty days of City's invoice.
5. Notice. All notices shall be personally delivered or mailed, via first class mail, postage prepaid to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.
 - a. Address of Morgan Hill is as follows:
 City Manager
 City of Morgan Hill
 17575 Peak Ave
 Morgan Hill, CA 95037
 - b. Address of District is as follows:
 Fire Chief
 South Santa Clara County Fire District
 15670 Monterey Street
 Morgan Hill, CA 95037
6. Amendment. The Agreement may only be amended by written agreement executed by both Parties.
7. No Assignment. Neither this Agreement nor any portion shall be assigned by District, without prior written consent of Morgan Hill.
8. Severability. The partial or total invalidity of one or more parts of this Agreement will not affect the intent or validity or remaining parts of this Agreement.
9. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.
10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same agreement.
11. Waiver. No waiver by either Party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision thereof. All waivers must be in

writing and signed by the Party against whom enforcement of the waiver is sought. All remedies are cumulative, and the election to pursue less than all remedies shall not be a waiver of the right to pursue any remedy.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by Morgan Hill and District.
13. Non-Discrimination. District and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
14. Authority to Execute. Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

ATTEST:

CITY OF MORGAN HILL

City Clerk

City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

SOUTH SANTA CLARA COUNTY FIRE DISTRICT

City Attorney

Date: _____

By:

Title: _____

Print Name and Title of Signer.

Date: _____

Reimbursement Agreement between the City of Morgan Hill
and the City of Gilroy

This Reimbursement Agreement (Agreement) is entered into on _____, 2018 by and between the City of Morgan Hill (Morgan Hill) and the City of Gilroy (Gilroy). Morgan Hill and Gilroy may be referred to individually as a Party and collectively as the Parties throughout this Agreement.

Whereas, the Parties, along with the South Santa Clara County Fire District, agreed to partner in a sub-regional Standards of Coverage assessment. City of Morgan Hill, City of Gilroy, and South Santa Clara County Fire District may be referred to as Partners throughout this Agreement.

Whereas, Morgan Hill and Gilroy desire to include a traffic congestion study, and agree to share the cost of the study.

Whereas, the Partners agreed to hire Citygate Associates, LLC to conduct the sub-regional Standards of Coverage assessment ("Citygate Contract").

Whereas, Citygate Associates, LLC desires to enter a contract with one agency who will act as the "host" agency for administering the contract.

Whereas, City of Morgan Hill will act as the host agency wherein Citygate will bill Morgan Hill for the full amount of the contract, and the Partner Agencies will reimburse Morgan Hill for their share based on the number of fire stations within each Partner's service area as set forth in their respective reimbursement agreements.

Whereas, this Reimbursement Agreement is to describe the terms and conditions for reimbursement between Morgan Hill and Gilroy. A separate Reimbursement Agreement will be entered into between Morgan Hill and South Santa Clara County Fire District.

Now, therefore, the Parties agree as follows:

1. Morgan Hill is designated as the "host" agency for administration of the contract with Citygate Associates, LLC (hereinafter "Citygate"). Morgan Hill shall enter into a contract with Citygate for an initial amount not to exceed \$79,530. Parties agree that there is a contingency in the amount of \$3,970 to address any changes in scope. Any changes in scope beyond that originally anticipated by the Partners shall be negotiated, and the Citygate Contract and this Agreement shall be amended.
2. Term. The term of this Agreement is to run concurrently with the Agreement with Citygate, currently from _____ until December 31, 2019. This Reimbursement Agreement will automatically extend if the contract with Citygate is extended. Should the Agreement with Citygate terminate, the Parties agree to terminate this Agreement as well. Any outstanding invoices shall be paid by Gilroy within 30 days of termination.
3. Gilroy's Share. Gilroy's Share of the Cost for the Standards of Coverage assessment based on three fire stations and one-half of the Traffic Congestion Study is \$31,520. Gilroy will be billed proportionately for any additional costs due to change in scope of the Citygate contract.
4. Reimbursement Schedule. Morgan Hill shall bill Gilroy as Morgan Hill is billed.

- a. Citygate requires ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset their start-up costs (deposit). Thereafter, Citygate bills monthly for time, reimbursable expenses incurred at actual costs (travel), plus a five percent (5%) administration charge.
 - b. Morgan Hill shall bill Gilroy its proportionate share of the costs based on three stations. The first invoice shall be for Gilroy's proportionate share of the deposit. Morgan Hill shall thereafter invoice Gilroy on a monthly basis.
 - c. Gilroy shall pay Morgan Hill within thirty days of City's invoice.
5. Notice. All notices shall be personally delivered or mailed, via first class mail, postage prepaid to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.
 - a. Address of Morgan Hill is as follows:
 City Manager
 City of Morgan Hill
 17575 Peak Ave
 Morgan Hill, CA 95037
 - b. Address of Gilroy is as follows:
 Gabriel A. Gonzalez, City Administrator
 City of Gilroy
 7381 Hanna Street
 Gilroy, CA 95020
6. Amendment. The Agreement may only be amended by written agreement executed by both Parties.
7. No Assignment. Neither this Agreement nor any portion shall be assigned by Gilroy, without prior written consent of Morgan Hill.
8. Severability. The partial or total invalidity of one or more parts of this Agreement will not affect the intent or validity or remaining parts of this Agreement.
9. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.
10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same agreement.
11. Waiver. No waiver by either Party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision thereof. All waivers must be in writing and signed by the Party against whom enforcement of the waiver is sought. All remedies

are cumulative, and the election to pursue less than all remedies shall not be a waiver of the right to pursue any remedy.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by Morgan Hill and Gilroy.
13. Non-Discrimination. Gilroy and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
14. Authority to Execute. Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

ATTEST:

CITY OF MORGAN HILL

City Clerk

City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

CITY OF GILROY

City Attorney

Date: _____

By:

Title: _____

Print Name and Title of Signer.

Date: _____



CITY COUNCIL STAFF REPORT

MEETING DATE: November 28, 2018

PREPARED BY: Edith Ramirez, Economic Development Director
APPROVED BY: City Manager

ADOPT A RESOLUTION OF INTENT TO ESTABLISH A TOURISM BUSINESS IMPROVEMENT DISTRICT

RECOMMENDATION(S)

1. Adopt resolution declaring the City's intention to establish the Morgan Hill Tourism Business Improvement District (MHTBID) to levy assessments within the District and setting a time and place for a public hearing;
2. Direct the City Clerk to mail written notice to the owners of all businesses proposed to be within the District; and
3. Appoint the Economic Development Director and the Public Services Director to the MHTBID Owners' Association Board.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility
Preserving and Cultivating Public Trust

2018 Strategic Priorities

Economic Development and
Telecommunications
Financial Stewardship
Regional Initiatives

GUIDING DOCUMENTS

Bikeways
Trails
Parks and Recreation Masterplan
Downtown Specific Plan
Economic Blueprint
General Plan/Housing Element

REPORT NARRATIVE:

Tourism Business Improvement Districts (TBIDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism. These special assessment districts allow lodging and tourism-related business owners to organize their efforts to increase tourism. Tourism-related business owners within the district fund the district, and those funds are used to provide services that the businesses desire and that benefit the businesses within the district.

District benefits:

- Funds are sequestered for tourism related purposes only, and cannot be diverted for other purposes

- Districts are customized to fit the needs of each destination
- Districts provide for a wide range of services, including: Marketing of the Destination, Tourism Promotion Activities, Sales Lead Generation, and Sports Facility Management
- TBID's are designed, created and governed by those who pay the assessment
- Districts provide a stable funding source for tourism promotion

In California, Tourism Business Improvement Districts are formed pursuant to the Property and Business Improvement District Law of 1994 (1994 Law). This law allows for the creation of a special benefit assessment district to raise funds within a specific geographic area.

On November 7, 2018, the City Council approved the Morgan Hill Tourism Business Improvement District (MHTBID) Management Plan (Attachment No. 1) and directed staff to begin a petition drive and return on November 28, 2018 with the resolution of intention. Staff began the petition drive on November 12th and has received the necessary number of signed petitions to move forward with the establishment of the district (over 50%).

District Formation Process

November 28, 2018 RESOLUTION OF INTENTION HEARING

Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than fifty percent (50%) of the assessments proposed to be levied, the City Council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district (Attachment No.2).

Petition Status: City staff mailed the petition (Attachment No. 3) to 17 lodging establishments that contribute Transient Occupancy Taxes (TOT). Petitions in favor of District formation were returned by 5 hotels, which represent 75% of the total district assessment. This majority petition allows the Council to initiate proceedings for District formation at today's meeting.

December 5, 2018 NOTICE

The law requires the City mail written notice (Attachment No. 4) to the owners of all businesses proposed to be within the District. Mailing the notice triggers a mandatory forty-five (45) day period in which owners may protest District formation.

December 19, 2018 PUBLIC MEETING

Allow public testimony on the establishment of the District and levy of assessments. No Council action required.

January 23, 2019 FINAL PUBLIC HEARING

If written protests are received from the owners of businesses in the proposed District which will pay more than fifty percent (50%) of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one year from the date of the finding of a majority protest by the Council.

At the conclusion of the public hearing to establish the District, the Council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them.

If the Council, following the public hearing, decides to establish the proposed District, the Council shall adopt a resolution of formation.

Owners' Association Makeup (Visit Morgan Hill Board of Directors):

Per the Plan, the composition of the Owners' Association includes four (4) lodging representatives, two (2) City of Morgan Hill representatives, and three (3) community representatives that represent areas associated with wineries, tourism, and sports recreation. Staff has solicited interest for the three community seats.

Owners' Association Appointment:

Staff recommends that the two (2) representatives from the City of Morgan Hill are from the Economic Development Division and Community Services Department. This will provide better alignment and efficiency with the City's marketing and promotion efforts as well as management of the sports recreation facilities. It is recommended that the City Council appoint the Public Services Director and the Economic Development Director.

COMMUNITY ENGAGEMENT: Inform

Meetings were held on several occasions with the hotel representatives, as well as, representatives from the Morgan Hill Chamber of Commerce related to the MHTBID.

ALTERNATIVE ACTIONS:

The City Council could decide not to move forward with the establishment of the MHTBID.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On February 7, 2018, the City Council received an update on Economic Blueprint activities, which highlighted a consensus between lodging operators and the City of

Morgan Hill for the need and desire to create a TBID/Destination management organization. Staff contracted with Civitas to implement the TBID. Council directed staff to pursue a community survey on revenue measures for November 2018 ballot.

On April 18, 2018, the City Council received community survey results from Godbe Research, regarding potential Cannabis and TOT revenue measures .

On July 18, 2018, the City Council approved placing a transient occupancy tax increase of 1% on the November 2018 ballot, and directed staff to continue steps to establish a TBID. Subsequently, the City worked with Civitas and hotel representatives to develop and fine tune the District Management Plan.

On November 7, 2018, the City Council approved the District Management Plan and directed staff to begin a petition drive.

FISCAL AND RESOURCE IMPACT:

The costs to establish the MHTBID were included in the adopted FY 2018-19 General Fund budget.

Should the City approve the creation of a MHTBID with a 1.5%, gross short-term room rental assessment rate, the MHTBID is estimated to generate \$410,000 annually. These funds could only be used for tourism promotions and will be managed by the private non-profit corporation (Owner's Association). The City will retain a fee equal to two percent (2%) of the amount of assessment collected to cover its costs of collection and administration.

In the first year, the City expects reimbursement of \$27,500 for the Amgen Tour of California related expenses, and \$45,000 for the costs associated with the creation of the MHTBID.

CEQA (California Environmental Quality Act):

Not a Project - Pursuant to CEQA, organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are exempt activities.

LINKS/ATTACHMENTS:

1. MHTBID Plan
2. Resolution
3. Petition
4. Notice

RESOLUTION NO. ____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL DECLARING ITS INTENTION TO ESTABLISH THE MORGAN HILL TOURISM BUSINESS IMPROVEMENT DISTRICT (MHTBID) AND FIXING THE TIME AND PLACE OF A PUBLIC MEETING AND A PUBLIC HEARING THEREON AND GIVING NOTICE THEREOF**

WHEREAS, the Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq., authorizes the City to establish business improvement districts for the purposes of promoting tourism; and

WHEREAS, Visit Morgan Hill, lodging business owners, and representatives from the City of Morgan Hill have met to consider the formation of the MHTBID; and

WHEREAS, Visit Morgan Hill has drafted a Management District Plan (Plan) which sets forth the proposed boundary of the MHTBID, a service plan and budget, and a proposed means of governance; and

WHEREAS, the proposed MHTBID includes all lodging businesses in the City of Morgan Hill; and

WHEREAS, lodging business who will pay more than fifty percent (50%) of the assessment under the MHTBID have petitioned the City Council to establish the MHTBID.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT:

1. The recitals set forth herein are true and correct.
2. The City Council finds that lodging businesses that will pay more than fifty percent (50%) of the assessment proposed in the Plan have signed and submitted petitions in support of the formation of the MHTBID. The City Council accepts the petitions and adopts this Resolution of Intention to establish the MHTBID and to levy an assessment on certain lodging businesses within the MHTBID boundaries in accordance with the Property and Business Improvement District Law of 1994.
3. The City Council finds that the Plan satisfies all requirements of Streets and Highways Code § 36622.
4. The City Council declares its intention to establish the MHTBID and to levy and collect assessments on lodging businesses within the MHTBID boundaries pursuant to the Property and Business Improvement District Law of 1994.
5. The MHTBID shall include all lodging businesses located within the boundaries of the City of Morgan Hill, as shown in the map attached as Exhibit A.

6. The name of the district shall be Morgan Hill Tourism Business Improvement District (MHTBID).
7. The annual assessment rate is one and a one-half of one percent (1.5%) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty; and stays pursuant to contracts executed prior to December 31, 2018.
8. The assessments levied for the MHTBID shall be applied toward sales and marketing programs and sports facility management to market assessed lodging businesses in Morgan Hill as tourist, meeting, and event destinations, as described in the Plan. Funds remaining at the end of any year may be used in subsequent years in which MHTBID assessments are levied as long as they are used consistent with the requirements of this resolution and the Plan.
9. The proposed MHTBID will have a five (5) year term, beginning January 1, 2019 through December 31, 2023, unless renewed pursuant to Streets and Highways Code § 36660.
10. Bonds shall not be issued.
11. The time and place for the public meeting to hear testimony on establishing the MHTBID and levying assessments are set for December 19, 2018, at 7:00 PM, or as soon thereafter as the matter may be heard, at the Council Chambers located at 17555 Peak Avenue, Morgan Hill, CA 95037.
12. The time and place for the public hearing to establish the MHTBID and the levy of assessments are set for January 23, 2019, at 7:00 PM, or as soon thereafter as the matter may be heard, at the Council Chambers located at 17555 Peak Avenue, Morgan Hill, CA 95037. The City Clerk is directed to provide written notice to the lodging businesses subject to assessment of the date and time of the meeting and hearing, and to provide that notice as required by Streets and Highways Code § 36623, no later than December 5, 2018.
13. At the public meeting and hearing the testimony of all interested persons for or against the establishment of the MHTBID may be received. If at the conclusion of the public hearing, there are of record written protests by the owners of the lodging businesses within the proposed MHTBID that will pay more than fifty percent (50%) of the estimated total assessment of the entire MHTBID, no further proceedings to establish the MHTBID shall occur for a period of one (1) year.
14. The complete Plan is on file with the City Clerk and may be reviewed upon request.
15. This resolution shall take effect immediately upon its adoption by the City Council.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 28th day of November 2018 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

APPROVED:

ATTEST:

STEVE TATE, Mayor

IRMA TORREZ, City Clerk

∞ CERTIFICATION ∞

I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No.18-XXX, adopted by the City Council at the meeting held on November 28, 2018.

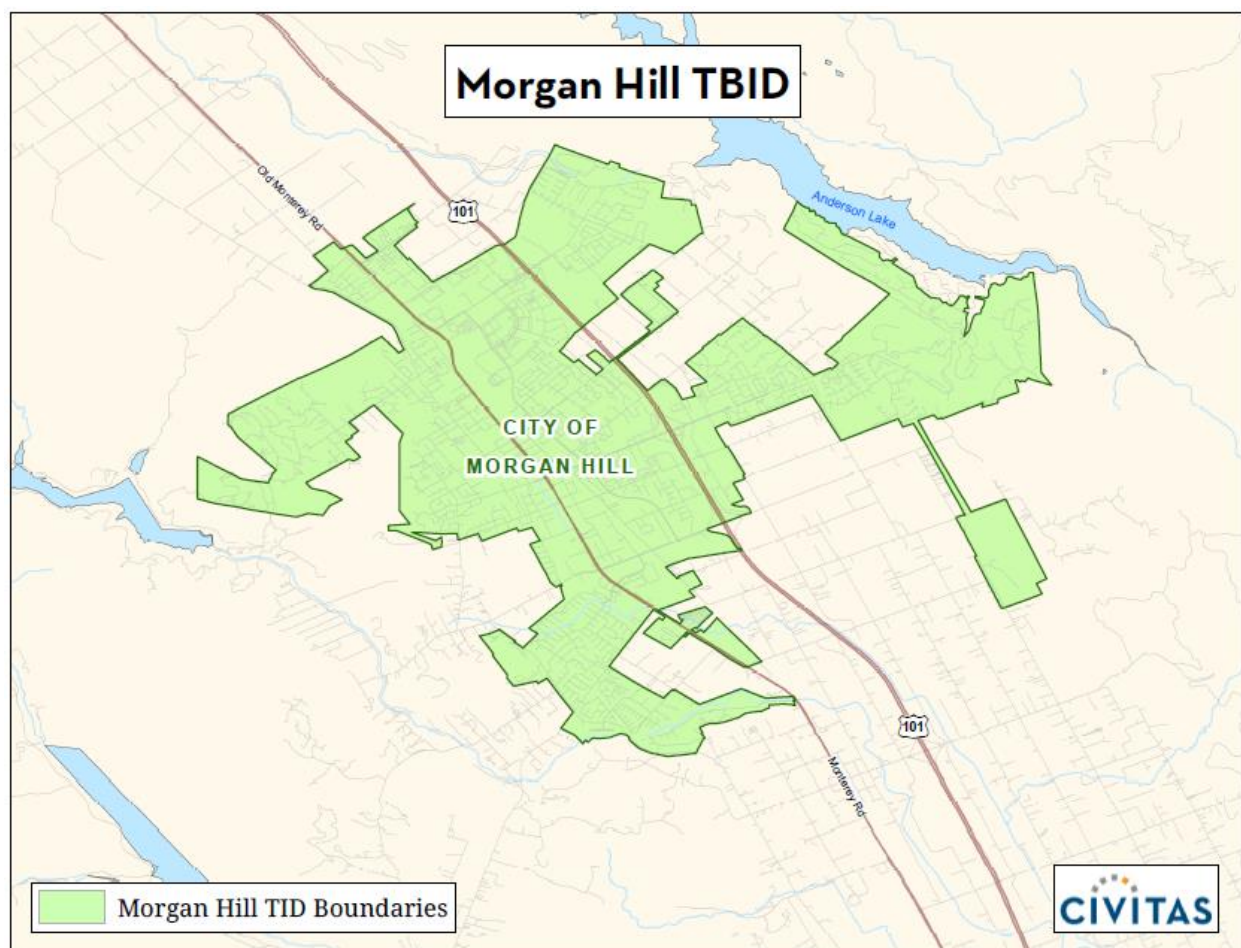
WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

IRMA TORREZ, City Clerk

Attachment: Resolution (2057 : MHTBID Resolution of Intention)

EXHIBIT A
District Boundaries



**PETITION TO THE CITY OF MORGAN HILL
TO FORM THE MORGAN HILL TOURISM BUSINESS IMPROVEMENT DISTRICT**

I petition you to initiate proceedings to form the Morgan Hill Tourism Business Improvement District (MHTBID) in accordance with the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., for the purpose of providing services as described in the summary of the Management District Plan attached hereto as Exhibit A.

Lodging Establishment

Business Owner

Owner/Owner Representative Name (printed)

Title

Owner/Owner Representative Signature

Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

Edith Ramirez, Economic Development Director
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
(408) 310-4633

Attachment: Petition (2057 : MHTBID Resolution of Intention)

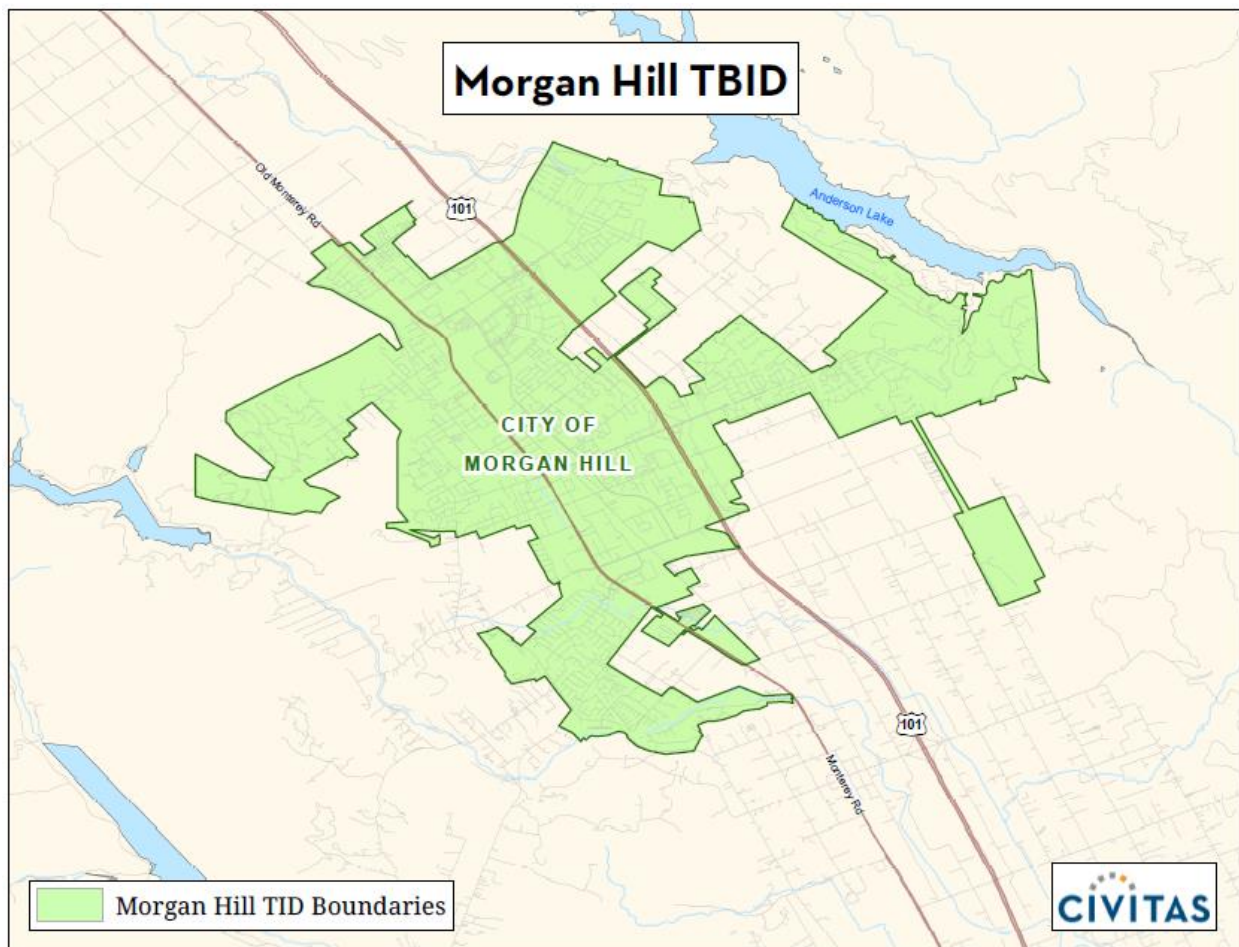
EXHIBIT A
MANAGEMENT DISTRICT PLAN SUMMARY

Developed by City of Morgan Hill (the City) and Morgan Hill lodging businesses, the MHTBID is an assessment district proposed to provide specific benefits to payors, by funding marketing and sales promotion and sports facility management programs for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors. The City and the Morgan Hill lodging businesses desire to enhance tourism activities in Morgan Hill. The vision of marketing and promoting the area for sports recreation and wine tourism, increasing and improving lodging options and demand generators that will collectively 'grow the pie.'

- Location:** The proposed MHTBID includes all lodging businesses located within the boundaries of City of Morgan Hill, as shown on the following map.
- Services:** The MHTBID is designed to provide specific benefits directly to payors by increasing room night sales. Marketing and sales promotions and sports facility management programs will increase overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing room night sales.
- Budget:** The total MHTBID annual budget for the initial year of its five (5) year operation is anticipated to be approximately \$410,000.
- Cost:** The annual assessment rate is two percent (1.5%) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty; and stays pursuant to contracts executed prior to December 31, 2018.
- Collection:** The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the MHTBID. The City shall take all reasonable efforts to collect the assessments from each lodging business.
- Duration:** The proposed MHTBID will have a five (5) year life, beginning January 1, 2019 through December 31, 2023. Pursuant to Streets and Highways Code §36670, once per year, beginning on the anniversary of MHTBID formation, there is a thirty (30) day period in which owners paying fifty percent (50%) or more of the assessment may protest and initiate a City Council hearing on MHTBID termination.
- Management:** Visit Morgan Hill will serve as the MHTBID's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council within ninety (90) days of the MHTBID's anniversary (January 1).

EXHIBIT A
MANAGEMENT DISTRICT PLAN SUMMARY

Boundary Map:



**NOTICE OF PUBLIC MEETING AND PUBLIC HEARING CONCERNING THE
ESTABLISHMENT OF THE MORGAN HILL TOURISM BUSINESS IMPROVEMENT
DISTRICT (MHTBID) AND LEVY OF AN ASSESSMENT ON CERTAIN LODGING
BUSINESSES WITHIN THE MHTBID**

NOTICE IS HEREBY GIVEN that on November 28, 2018, the City Council (the “Council”) of the City of Morgan Hill (the “City”) adopted a Resolution of Intention to establish the Morgan Hill Tourism Business Improvement District (the “MHTBID”) and to levy an assessment on certain lodging businesses within the MHTBID as set forth in the Resolution of Intention.

NOTICE IS HEREBY FURTHER GIVEN that 7:00 PM on December 19, 2018, at the City of Morgan Hill Council Chambers, 17555 Peak Avenue, Morgan Hill, CA 95037, a public meeting shall be held pursuant to Government Code section 54954.6 to allow public testimony regarding the establishment of the MHTBID and the levy of assessments therein as set forth in the Resolution of Intention and pursuant to Government Code section 54954.6.

NOTICE IS HEREBY FURTHER GIVEN that 7:00 PM on January 23, 2019, at the City of Morgan Hill Council Chambers, 17555 Peak Avenue, Morgan Hill, CA 95037, has been set as the time and place for a public hearing at which time the Council proposes to establish the MHTBID and to levy the proposed assessment as set forth in the Resolution of Intention.

- Location:** The proposed MHTBID includes all lodging businesses located within the boundaries of City of Morgan Hill.
- Services:** The MHTBID is designed to provide specific benefits directly to payors by increasing room night sales. Marketing and sales promotions and sports facility management programs will increase overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing room night sales.
- Budget:** The total MHTBID annual budget for the initial year of its five (5) year operation is anticipated to be approximately \$410,000.
- Cost:** The annual assessment rate is one and a one-half of one percent (1.5%) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty; and stays pursuant to contracts executed prior to December 31, 2018.
- Collection:** The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the MHTBID. The City shall take all reasonable efforts to collect the assessments from each lodging business.

Duration: The proposed MHTBID will have a five (5) year life, beginning January 1, 2019 through December 31, 2023. Pursuant to Streets and Highways Code §36670, once per year, beginning on the anniversary of MHTBID formation, there is a thirty (30) day period in which owners paying fifty percent (50%) or more of the assessment may protest and initiate a City Council hearing on MHTBID termination.

Management: Visit Morgan Hill will serve as the MHTBID's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with the District Management Plan and must provide annual reports to the City Council within ninety (90) days of the MHTBID's anniversary (January 1).

Protest: Any owner of a lodging business within the proposed MHTBID that will be subject to the assessment may protest the establishment of the MHTBID. If written protests are received from the owners of lodging businesses in the proposed MHTBID who represent fifty percent (50%) or more of the estimated annual assessments to be levied, the MHTBID shall not be established and the assessment shall not be imposed.

You may mail a written protest to:

Office of the City Clerk
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

You may also appear at the public meeting or hearing and submit a written protest at that time.

Information: Should you desire additional information about this proposed MHTBID or assessment contact:

Edith Ramirez
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
(408) 310-4633



CITY COUNCIL STAFF REPORT

MEETING DATE: November 28, 2018

PREPARED BY: Anthony Eulo, Program Administrator
APPROVED BY: City Manager

PILOT PROJECT TO REDUCE USE OF RODENTICIDES AT CITY FACILITIES

RECOMMENDATION(S)

Direct staff to implement a rodenticide reduction pilot project and report on the project's findings and results at the June 5, 2019 City Council meeting.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment

REPORT NARRATIVE:

The purpose of this report is to provide the City Council with information relating to the City's use of rodenticides and propose a six-month rodenticide reduction pilot project for Council consideration.

Council Member Spring recently received a communication from Poison Free Morgan Hill from community members specifically interested in reducing or eliminating the use of rodenticides in the City. As the name implies, rodenticides are pesticides that are formulated specifically to kill rats, mice, gophers, squirrels, and other rodents. Rodenticides are considered problematic by many people because other animals can inadvertently be exposed to the poison when eating the poisoned rodents. This can lead to serious sickness or death to rodent-eating animals like bobcats and raptors. Animals and children can also be exposed to the poison directly when it is placed in accessible areas.

The City itself uses rodenticides at City facilities for the control of rats and mice. Before considering any resolutions or efforts to encourage the community to reduce rodenticide use, it makes sense for the City operation itself to reduce or eliminate the use of rodenticides in order to learn about the implications of using alternative approaches and to serve as a model.

Rodenticides are currently being used at the Community Center, Centennial Recreation Center, Corporation Yard, Police Department, and several water utility buildings. Staff has met with both internal facility staff and the contractors that service these buildings and is proposing a six-month pilot project in which all rodenticide use would be initially eliminated. Instead of "bait stations" containing poison, mechanical traps will be used which could potentially be equally effective without the use of rodenticides.

If the Council approves the pilot project, staff will track changes in the effectiveness of the alternative traps, as well as, any changes in the amount of staff time or contractor charges associated with the alternative approaches. If rodents rise to unacceptable levels at any facility, additional traps will be deployed, and rodenticides may potentially be re-introduced as needed in order to control the rodents to an acceptable level. Staff will report back to the Council at the end of the pilot period with the results of the project and options for further action.

COMMUNITY ENGAGEMENT: Consult

This proposed project is the result of an expression of community concern.

ALTERNATIVE ACTIONS:

The Council could decline to direct staff to implement the pilot project or could amend the proposed project to reduce the scope of its coverage or the time period.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council has not previously specifically considered the use of rodenticides and the alternatives available nor a community effort to reduce their use. The City supported the resolution passed by California's cities at this year's League of California Cities conference calling for the State to remove its current regulations that preempt cities from banning rodenticides. Reducing the City's use of pesticides in general was considered at the Environmental Services Workshop on October 3, 2014 and was not prioritized for action by the Council at that time.

FISCAL AND RESOURCE IMPACT:

There are no significant fiscal impacts anticipated during the trial and no budget amendment is requested at this time for the pilot project. Minor additions in staff time and contractor charges are anticipated and may result in slightly less staff time available to dedicate to facility cleanliness and overall maintenance. The trial period will support verification of fiscal and resource impacts.

CEQA (California Environmental Quality Act):

Categorical Exemption

Controlling pests at an existing facility is categorically exempt under CEQA, specifically pursuant to Section 15301 of the CEQA Guidelines (Existing Facilities), as the subject work involves negligible or no expansion of use of those facilities.



CITY COUNCIL STAFF REPORT

MEETING DATE: November 28, 2018

PREPARED BY: Angie Gonzalez, Council Services Assistant
APPROVED BY: City Manager

ADOPT ORDINANCE AMENDING CHAPTER 9.04 (“WEAPONS”) OF TITLE 9 (“PUBLIC PEACE, MORALS AND WELFARE”) OF THE MORGAN HILL MUNICIPAL CODE TO REQUIRE SAFE FIREARMS STORAGE, REQUIRE THE REPORTING OF FIREARMS THEFT, AND PROHIBIT LARGE CAPACITY MAGAZINES

RECOMMENDATION(S)

Waive the reading, adopt Ordinance No. 2289, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Supporting Our Youth
Seniors
and Entire Community

REPORT NARRATIVE:

On October 24, 2018, the City Council introduced Ordinance No. 2289 New Series, by the following roll call vote: AYES: Carr, Constantine, Jachimowicz, Tate; NOES: Spring; ABSTAIN: None; ABSENT: None.

Ordinance No. 2289 will amend the existing “Weapons” ordinance by requiring the reporting of lost or stolen firearms to the Morgan Hill Police Department within 48 hours of discovery, requiring the safe storage of firearms when unattended, and banning large capacity ammunition magazines except in specified circumstances.

COMMUNITY ENGAGEMENT: Consult

As discussed above, City staff engaged in extensive outreach and took community comments into consideration when drafting the proposed ordinance.

ALTERNATIVE ACTIONS:

None.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On March 7, 2018, the City Council adopted a resolution condemning recent mass shootings and advocating for local, state, and federal measures to reduce gun violence.

On March 19, 2018, the City Council directed the City Attorney to draft ordinances requiring gun owners to report the loss or theft of a firearm; requiring the safe storage of firearms; prohibiting the possession of large capacity magazines; and requiring a local permit to conduct retail firearm and/or ammunition sales.

On May 16, 2018, the City Attorney provided an update to Council on the proposed ordinances. At that meeting, Staff was directed to conduct further outreach to the community, including a meeting with an ad hoc committee of the Council.

On October 24, 2018, the City Council introduced the ordinance and held a public hearing.

FISCAL AND RESOURCE IMPACT:

Some staff time will be required for additional outreach and education. All staff time, including enforcement, will be incorporated into existing work-plans.

CEQA (California Environmental Quality Act):

The proposals set forth in this report are exempt from CEQA under Guideline §15061(b) because the actions as proposed will have no significant effect on the environment.

LINKS/ATTACHMENTS:

1. 2289- Firearms Ordinance

ORDINANCE NO. 2289, NEW SERIES**AN ORDINANCE OF THE CITY OF MORGAN HILL
AMENDING CHAPTER 9.04 (“WEAPONS”) OF TITLE 9
 (“PUBLIC PEACE, MORALS AND WELFARE”) OF THE
MORGAN HILL MUNICIPAL CODE TO REQUIRE SAFE
FIREARMS STORAGE, REQUIRE THE REPORTING OF
FIREARMS THEFT, AND PROHIBIT LARGE CAPACITY
MAGAZINES**

**THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA DOES
ORDAIN AND ENACT AS FOLLOWS:**

SECTION 1: Chapter 9.04 (“Weapons”) of Title 9 (“Public Peace, Morals and Welfare”) is hereby amended to read as follows:

“9.04.010 - Discharge—Permit required—Fee.

- A. No person shall discharge in the city, outside of a licensed shooting range, any instrument or device of any kind, character or description which discharges, propels or hurls bullets, missiles of any kind to any distance from such instrument or device by means of elastic force, air pressure, vacuum, explosive force, mechanical spring action or electrical charge, without first having applied for and obtained a written permit therefore from the chief of police.
- B. Subject to review by and as specifically directed by the council, the chief of police shall be the sole judge as to the desirability or necessity of such permit, which must be, in his judgment, necessary for the protection of the applicant or his property, or in the furtherance of the public welfare, and which necessity cannot be reasonably abated by other means.
- C. Applicants for such permit shall provide the following:
 - 1. An application in writing which states the purpose of such permit, the nature of the problem to be abated which necessitates the protection of the applicant, his property or the furtherance of the public welfare, and lists all other means which have been unsuccessfully employed to abate the problem;
 - 2. Proof of liability insurance in the amount of one million dollars per occurrence, obtained by the applicant and naming the city as additional insured, in a form and with companies approved by the city;
 - 3. A certificate of agreement holding the city harmless for any action by applicant under this chapter, in a form prescribed by the city.
- D. Upon approval, such permit may be issued upon payment of a fee of twenty-five dollars and shall be upon conditions and limitations and for such a length of time as the chief of police may determine.

9.04.020 - Licensed dealers—Posting of regulations.

Any person or business establishment engaged in the business of offering for sale any instrument or device described in [Section 9.04.010](#) of this chapter shall have posted in a conspicuous place in the place of sale, a copy of this chapter and shall deliver a copy of this chapter to any purchaser of such instrument or device.

9.04.030. Duty to report theft or loss of firearms.

Any person who owns or possesses a firearm (as defined in [Penal Code](#) Section 16520 or as amended) shall report the theft or loss of the firearm to the Morgan Hill Police Department within forty-eight (48) hours of the time he or she knew or reasonably should have known that the firearm had been stolen or lost, whenever: (1) the person resides in the city of Morgan Hill; or (2) the theft or loss of the firearm occurs in the city of Morgan Hill.

9.04.040. Safe storage of firearms.

No person shall leave a firearm (as defined in [Penal Code](#) Section 16520 or as amended) unattended in any residence owned or controlled by that person unless the firearm is stored in a locked container (as defined in Penal Code Section 16850 or as amended), or the firearm is disabled with a trigger lock that is listed on the California Department of Justice's list of approved firearms safety devices.

9.04.050. Possession of large-capacity ammunition magazines prohibited.

- A. No person may possess a large-capacity magazine in the city of Morgan Hill whether assembled or disassembled. For purposes of this section, "large-capacity magazine" means any detachable ammunition feeding device with the capacity to accept more than ten (10) rounds, but shall not be construed to include any of the following:
 1. A feeding device that has been permanently altered so that it cannot accommodate more than ten (10) rounds; or
 2. A .22 caliber tubular ammunition feeding device; or
 3. A tubular magazine that is contained in a lever-action firearm.
- B. Any person who, prior to the effective date of this section, was legally in possession of a large-capacity magazine shall have ninety (90) days from such effective date to do either of the following without being subject to prosecution:
 1. Remove the large-capacity magazine from the city of Morgan Hill; or
 2. Surrender the large-capacity magazine to the Morgan Hill Police Department for destruction; or
 3. Lawfully sell or transfer the large-capacity magazine in accordance with [Penal Code](#) Section 12020.

C. This section shall not apply to the following:

1. Any federal, state, county, or city agency that is charged with the enforcement of any law, for use by agency employees in the discharge of their official duties;
2. Any government officer, agent, or employee, member of the armed forces of the United States, or peace officer, to the extent that such person is otherwise authorized to possess a large-capacity magazine and does so while acting within the course and scope of his or her duties;
3. A forensic laboratory or any authorized agent or employee thereof in the course and scope of his or her duties;
4. Any entity that operates an armored vehicle business pursuant to the laws of the state, and an authorized employee of such entity, while in the course and scope of his or her employment for purposes that pertain to the entity's armored vehicle business;
5. Any person who has been issued a license or permit by the California Department of Justice pursuant to [Penal Code](#) Sections 18900, 26500-26915, 31000, 32315, 32650, 32700-32720, or 33300, when the possession of a large-capacity magazine is in accordance with that license or permit;
6. A licensed gunsmith for purposes of maintenance, repair or modification of the large-capacity magazine;
7. Any person who finds a large-capacity magazine, if the person is not prohibited from possessing firearms or ammunition pursuant to federal or state law, and the person possesses the large-capacity magazine no longer than is reasonably necessary to deliver or transport the same to a law enforcement agency;
8. Any person lawfully in possession of a firearm that the person obtained prior to January 1, 2000, if the person can show that the large capacity magazine was included with the purchase of the firearm or no magazine that holds fewer than 10 rounds of ammunition is compatible with the firearm, and the person possesses the large-capacity magazine solely for use with such firearm.
9. Any retired peace officer holding a valid, current Carry Concealed Weapons (CCW) permit issued pursuant to California [Penal Code](#).

9.04.060- Confiscation—Authority—Conditions.

Any instrument, device or article used or possessed in violation of the provisions of this chapter is declared to be a public nuisance and may be confiscated and possessed by a police officer of the city and turned over to the chief of police under the conditions set forth in this section. If no complaint for violation of this chapter is filed within seventy-two hours of the taking, the instrument or device shall be returned to the person from whom it was taken. If a complaint for violation of this chapter is filed within seventy-two hours, the chief of police may return it to the person from whose possession it was taken upon such conditions as he deems desirable for the public welfare. If the person from whom it was taken is not convicted of a violation of this chapter, then the device or instrument shall be returned to him without any conditions. If there is a conviction and sixty days have expired since the date of conviction, the same may be destroyed by the chief of police or returned

to the person from whom it was taken upon such conditions as the chief deems desirable for the public welfare.

9.04.070- Violation.

It is unlawful for any person to violate or cause or permit the violation of the provisions of any section of this chapter.

SECTION 2. Severability. If any part of this Ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the applicability of this Ordinance to other situations.

SECTION 3. Effective Date; Publication. This ordinance shall take effect thirty (30) days after the date of its passage and adoption. The City Clerk is hereby directed to publish in full or summary this ordinance pursuant to §36933 of the Government Code in a newspaper of general circulation in the City of Morgan Hill.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 24TH DAY OF OCTOBER 2018 AND WAS FINALLY ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 28TH DAY OF NOVEMBER 2018 AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

APPROVED:

STEVE TATE, Mayor

ATTEST:

DATE:

IRMA TORREZ, City Clerk

Attachment: 2289- Firearms Ordinance (2064 : Adopt Ordinance 2289- Amendment to chapter 9.04 Weapons)

∞ **CERTIFICATE OF THE CITY CLERK** ∞

I, **IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA**, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 2289, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 28th day of November 2018.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

IRMA TORREZ, City Clerk

DRAFT



Meeting Minutes City Council

Steve Tate - Mayor
 Rich Constantine - Mayor Pro Tem
 Larry Carr - Council Member
 Caitlin Jachimowicz - Council Member
 Rene Spring - Council Member

Wednesday, November 7, 2018 5:00 pm

**Council Chamber
 17555 Peak Avenue, Morgan Hill, CA 95037**

SPECIAL/REGULAR MEETING

A special meeting of the City Council was called at 5:00 p.m. for the purpose of conducting a closed session and commission interviews.

SPECIAL MEETING

5:00 P.M.

CALL TO ORDER

Mayor Tate called the special meeting to order at 5:00 p.m.

ROLL CALL ATTENDANCE

Deputy City Clerk Michelle Bigelow called the roll.

Attendee Name	Title	Status	Arrived
Steve Tate	Mayor	Present	
Rich Constantine	Mayor Pro Tem	Present	
Larry Carr	Council Member	Present	
Caitlin Jachimowicz	Council Member	Present	
Rene Spring	Council Member	Present	

Minutes Acceptance: Minutes of Nov 7, 2018 5:00 PM (CONSENT CALENDAR)

DECLARATION OF POSTING AGENDA

Deputy City Clerk Michelle Bigelow declared the posting of the agenda.

CLOSED SESSION

City Attorney Donald Larkin announced the evening's closed session items.

OPPORTUNITY FOR PUBLIC COMMENT

The public comment was opened at 5:01 p.m.

There being no requests to speak, the public comment was closed.

ADJOURN TO CLOSED SESSION

The meeting adjourned to closed session at 5:02 p.m.

CONFERENCE WITH LABOR NEGOTIATOR:

Authority:	Pursuant to Government Code Section 54957.6
City Negotiators:	Christina Turner City Manager; Cindy Murphy Assistant City Manager for Administrative Services; Michelle Katsuyoshi Human Resources Director; Edward Kreisberg, Meyers Nave; Jesse Lad, Meyers Nave
Employee Organization:	Morgan Hill Police Officers Association AFSCME Local 101 Morgan Hill Community Service Officers Association

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to:	Government Code Section 54956.9(d)(2)
Number of Cases:	Two (2)

RECONVENE

The special meeting reconvened at 6:21 p.m.

Mayor Tate announced that there was no reportable action from the closed session items.

COMMISSION INTERVIEWS

INTERVIEWS TO FILL ONE (1) VACANCY ON THE PARKS AND RECREATION COMMISSION

Recommendation:

1. Discuss the characteristics/traits that a successful applicant would possess;
2. Conduct Interviews;
3. Council Members identify top applicant and provide recommendation to the Mayor; and
4. Discuss and/or appoint applicant.

The Mayor and Council shared what they are looking for in a Parks and Recreation Commissioner.

The following people were interviewed:
 Enrique Navarro-Donnellan
 David Jefferson
 Neil Berman

April Failing was not able to attend and withdrew her application from the appointment process.

Mayor Tate announced that an appointment will be made at the November 28, 2018 City Council Meeting.

The special meeting adjourned at 6:54 p.m.

RESULT:	NO ACTION TAKEN
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REGULAR MEETING

7:00 P.M.

The regular meeting convened at 7:03 p.m.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Mayor Tate announced that starting on Sunday, December 9th, the Morgan Hill Library will have afternoon hours on Sundays. He reported that at the South County Youth Task Force meeting this morning, they learned that there has been virtually no gang activity taking place at the schools, however, they are seeing an increase in mental health issues. He announced that New Mayor, Richard Constantine, will be his guest at the next coffee with the Mayor which will take place on Saturday, November 10th, at 10:00 a.m. at Booksmart.

CITY MANAGER'S REPORT

City Manager Christina Turner announced the evening's supplements and presentations. She announced that on Wednesday, December 12th, we will say farewell to our outgoing Mayor and Council Members and seat the new Mayor and Council Members. She encouraged the community to attend.

CITY ATTORNEY'S REPORT

Assistant City Attorney Cynthia Hasson had no reports.

OTHER REPORTS

None.

PRESENTATIONS

SILICON VALLEY CLEAN ENERGY
GIRISH BALACHANDRAN, CHIEF EXECUTIVE OFFICER

PUBLIC COMMENT

The public comment was opened at 7:20 p.m.

There being no requests to speak, the public comment was closed.

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Caitlin Jachimowicz, Council Member
SECONDER:	Larry Carr, Council Member
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

CONSENT CALENDAR

MOTION:

Approving consent calendar items 2 through 9.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Larry Carr, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

1. **ITEM PULLED FOR DISCUSSION**
2. **FIRST AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH SALINAS PUMP COMPANY**

Recommendation:

Approve and authorize the City Manager to execute an amendment for \$268,467 to increase the not to exceed amount to \$543,467, for the current service maintenance agreement with Salinas Pump for on-call routine and emergency repair, maintenance, and rehabilitation of the City's water wells and pump stations.

3. **ADOPT BELOW MARKET RATE OWNERSHIP PROGRAM PARTICIPATION GUIDE AND A BELOW MARKET RATE PROGRAM APPLICATION GUIDE**

Recommendation:

Adopt Below Market Rate Ownership Program Participation Guide and a Below Market Rate Program Application Guide.

4. **ANNUAL REPORT ON CENTENNIAL RECREATION CENTER MEMBERSHIP**

Recommendation:

Minutes Acceptance: Minutes of Nov 7, 2018 5:00 PM (CONSENT CALENDAR)

Receive annual report on Centennial Recreation Center Membership and YMCA Partnership.

5. AUGUST 2018 FINANCIAL AND INVESTMENT REPORT

Recommendation:

Accept and file report.

6. UPCOMING 2019 COMMISSION VACANCIES - PER MADDY ACT

Recommendation:

Accept report.

7. ADOPT ORDINANCE AMENDING TITLE 18, DIVISION I ZONING CODE, PART 2 ZONING DISTRICTS, CHAPTER 18.28 - OPEN SPACE, PUBLIC, AND RECREATION ZONING DISTRICTS TO MODIFY THE USES ALLOWED IN THE SRL-B - SPORTS RECREATION AND LEISURE SUB-ZONE B ZONING DISTRICT, OF THE MORGAN HILL MUNICIPAL CODE

Recommendation:

Waive the reading, adopt Ordinance No. 2290, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

8. APPROVE THE OCTOBER 17, 2018 MEETING MINUTES

Recommendation:

Approve Minutes.

9. APPROVE THE OCTOBER 24, 2018 MEETING MINUTES

Recommendation:

Approve Minutes.

ITEM PULLED FOR DISCUSSION

1. APPROVE CITY SPONSORSHIP OF THE AMERICAN ASSOCIATION OF UNIVERSITY WOMEN'S "FUTURE WOMEN LEADERS CONFERENCE" AT THE COMMUNITY AND CULTURAL CENTE

Recommendation:

Authorize the City Manager to waive facility rental fees of \$1,890 for use of the Community and Cultural Center for the Morgan Hill Branch of the American Association of University Women's Future Women Leaders Conference on April 6, 2019.

The public comment was opened at 7:21 p.m.

Margaret McCane was called to speak.

There being no further requests to speak, the public comment was closed.

MOTION:

Approving the recommended action.

Minutes Acceptance: Minutes of Nov 7, 2018 5:00 PM (CONSENT CALENDAR)

RESULT: AUTHORIZED [UNANIMOUS]
MOVER: Caitlin Jachimowicz, Council Member
SECONDER: Rene Spring, Council Member
AYES: Tate, Constantine, Carr, Jachimowicz, Spring

OTHER BUSINESS

10. AUTHORIZE CITY MANAGER TO NEGOTIATE AN AGREEMENT TO HOST THE AMGEN TOUR OF CALIFORNIA 2019

Recommendation:

1. Approve the City acting as a host of the Amgen Tour of California Stage 3 Finish on May 14, 2019, provided special event plan is approved by the City Manager;
2. Direct the City Manager to negotiate and execute an agreement with AEG Cycling, LLC, to provide services and support for the Tour in an amount not to exceed \$55,000 to be funded by the General Fund; and
3. Adopt resolution to amend the City's Fiscal Year 2018-19 adopted budget, to appropriate \$55,000 from the General Fund (010) for this event.

Economic Development Director Edith Ramirez, Economic Development Manager John Lang, and Public Services Director Chris Ghione provided the presentation.

The public comment was opened at 7:41 p.m. The following people were called to speak:

Seth Rand

John Horner

There being no further requests to speak, the public comment was closed.

MOTION:

Approving the recommended actions.

RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Carr, Council Member
SECONDER: Caitlin Jachimowicz, Council Member
AYES: Tate, Constantine, Carr, Jachimowicz, Spring

11. APPROVE MORGAN HILL TOURISM BUSINESS IMPROVEMENT DISTRICT MANAGEMENT PLAN

Recommendation:

1. Approve the Morgan Hill Tourism Business Improvement District (MHTBID) Management Plan; and
2. Direct staff to begin a MHTBID petition drive and return with a Resolution of Intention at the November 28, 2018 City Council meeting.

Economic Development Director Edith Ramirez, Economic Development Manager John Lang, and Nicole Farley with Civitas provided the presentation.

A recess was called at 8:06 p.m.

The meeting reconvened at 8:14 p.m.

The public comment was opened at 8:14 p.m. The following people were called to speak:

John Horner

David Dworkin
Asit Panwala
Samina Sharp
Amit Panchal

There being no further requests to speak, the public comment was closed.

MOTION:

Approving the recommended actions.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Caitlin Jachimowicz, Council Member
SECONDER:	Rich Constantine, Mayor Pro Tem
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

12. APPROVE AN IMPACT FEE FREEZE AGREEMENT WITH MORGAN HILL REAL ESTATE, LLC. FOR A NEW VEHICLE DEALERSHIP ON 6 ACRES LOCATED ON CONDIT ROAD IDENTIFIED BY ASSESSOR PARCEL NUMBER 728-17-034

Recommendation:

1. Approve an Impact Fee Freeze Agreement with Morgan Hill Real Estate, LLC. for the development of a 36,662 square foot new vehicle dealership located on Condit Road; and
2. Authorize the City Manager to execute the Impact Fee Freeze Agreement.

Economic Development Manager John Lang presented the report.

The public comment was opened at 8:53 p.m.

John Horner was called to speak.

There being no further requests to speak, the public comment was closed.

MOTION:

Approving the recommended actions.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rich Constantine, Mayor Pro Tem
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

13. ADOPT COUNCIL POLICY ON PERIODIC REPORTING OF CITY MANAGER CONTRACT AUTHORITY

Recommendation:

Adopt Council Policy requiring periodic reporting of City Manager contract authority.

Accounting Manager Harjot Sangha provided the report.

The public comment was opened at 8:59 p.m.

There being no requests to speak, the public comment was closed.

MOTION:

Approving the recommended action.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rene Spring, Council Member
SECONDER:	Rich Constantine, Mayor Pro Tem
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

FUTURE COUNCIL INITIATED AGENDA ITEMS

None.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:59 p.m.

MINUTES PREPARED BY:

Michelle Bigelow, Deputy City Clerk



CITY COUNCIL STAFF REPORT

MEETING DATE: November 28, 2018

PREPARED BY: John Baty, Principal Planner/Development Services
APPROVED BY: City Manager

PROVIDE DIRECTION REGARDING MONTEREY CORRIDOR BLOCK-LEVEL MASTER PLAN ALTERNATIVES

RECOMMENDATION(S)

1. Receive presentation on Monterey Corridor Block-Level Master Plan Alternatives; and
2. Direct staff to proceed with Monterey Corridor Block-Level Master Plan process.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment
Maintaining Fiscal Responsibility

2018 Strategic Priorities

Economic Development and
Telecommunications
Financial Stewardship
Infrastructure

GUIDING DOCUMENTS

General Plan/Housing Element

POLICY CONSIDERATIONS:

Should the City pursue an alternative to a full Block-Level Master Plan (BLMP) that would allow a Monterey Corridor applicant to participate in the 2018/2019 RDCS competition for residential allotments?

REPORT NARRATIVE:

At the conclusion of the October 24, 2018 joint City Council/Planning Commission workshop on the Monterey Corridor Block-Level Master Plan (BLMP), it was requested that staff return to the City Council with alternatives that could allow some Monterey Corridor Mixed Use Flex applicants to participate in the 2018/2019 Residential Development Control System (RDCS) competition for residential allotments.

The purpose of this item is to present staff's recommended alternative and additional alternatives for City Council's consideration.

Background

The Morgan Hill 2035 General Plan, adopted in July 2016, envisions the transformation of the Monterey Road corridor, north and south of Downtown, into a vibrant mixed-use corridor that encourages walking and biking, with buildings fronting onto the street and a range of commercial and office uses located in close proximity to new and existing residential development.

The Mixed-Use Flex General Plan Land Use designation, which is primarily applied to properties along the Monterey Road corridor, allows for a mix of residential, commercial, and office uses applied either vertically (i.e., one structure with multiple uses) or horizontally (i.e., structures with different land uses located adjacent to one another). Prior to development of residential or mixed-use projects within the Mixed-Use Flex designation, the General Plan requires a Block-Level Master Plan to be prepared which would identify how commercial uses will be incorporated within the development of a block and how individual development projects will connect with each other. Commercial and other non-residential development may proceed on properties with the Mixed-Use Flex designation without preparation of a Block-Level Master Plan.

In January 2017, the City of Morgan Hill contracted with Lisa Wise Consulting (LWC) for the preparation of a market and land use capacity study for the Monterey Road corridor. On February 27, 2018, a Market Analysis Report and Implementation Memo were presented to and discussed with the Planning Commission. The Report provided a summary of demographic and socio-economic conditions in the City of Morgan Hill as they relate to economic performance, as well as a high-level analysis of the commercial market, and a land use capacity assessment for the corridor. The analysis was intended to inform the discussion of appropriate placement of uses, and to ensure that land use decisions were assisted with market driven information about the absorption opportunity and types of new development that might be attracted to the Corridor.

The Report, Implementation Memo, and Planning Commission's recommendations were presented to and discussed with the City Council on April 4, 2018.

On July 25, 2018, the City Council approved a consultant agreement with LWC for preparation of a Block-Level Master Plan for the Monterey Road corridor, which, if approved, would fulfill the General Plan requirement that such a plan be adopted prior to development of residential or mixed-use projects within the Mixed-Use Flex land use designation. The Block-Level Master Plan would also serve as the foundation for a future Monterey Corridor Form-Based Code or Specific Plan.

A visioning and goal setting workshop was held on September 25, 2018, where members of the public and various stakeholders provided feedback that resulted in preliminary guiding principles for the development of the Monterey Corridor that could be built-upon during a future specific plan effort.

On October 17th and continued to October 24th, a joint workshop was held for the City Council and Planning Commission to discuss and provide feedback on draft frontage standards for future development along the Monterey Corridor and to discuss and provide feedback on the results and recommendations of a block-level commercial analysis. The workshop included a brief discussion of a tentative schedule for the Block-Level Master Plan as it relates to the upcoming Residential Development Control System (RDCS) competition. Unfortunately, the draft standards were not discussed due to the detailed conversation regarding commercial uses within the corridor and where they should be recommended or required. With the continuation of the joint

workshop and lack of discussion of the frontage standard, staff noted that it was unlikely that the proposed BLMP Ordinance could be completed in sufficient time to allow Monterey Corridor applicants to participate in the upcoming RDCS competition for residential allotments. Staff was asked to return with alternatives that could allow Monterey Corridor applicants to compete.

The majority of the discussion at the October 17th and 24th joint City Council/Planning Commission workshops was focused on the block-level commercial analysis and specific recommendations about which corners along the Monterey Corridor should or should not be required to include commercial uses.

The commercial analysis, informed by decades of industry experience about the specific characteristics that make certain properties viable or sustainable for retail and other commercial uses, suggested that certain corner properties be required to include commercial uses (e.g., retail, services), while other corner sites should be allowed, but not required, to include commercial.

Some felt that the commercial analysis did not adequately account for the uniqueness of Morgan Hill and its ability to attract and support commercial uses even on sites that by national or regional standards would not be identified as viable for commercial.

Staff Recommendation (Alternative 1: BLMP Zoning Overlay – Simplified)

Rather than continue the debate about whether particular Monterey Corridor corners should or should not be commercial, staff proposes that every corner identified in the commercial analysis as sustainable be required to include commercial uses and on all other corners non-residential uses would be required. Standalone residential would not be allowed on corner lots.

Adoption of a Monterey Corridor BLMP Zoning Overlay Ordinance (Attachment No. 1) would satisfy the General Plan requirement that a block level master plan be approved before residential or mixed-use projects can be developed on Mixed Use Flex designated sites along the Monterey Corridor. By requiring commercial or non-residential uses on every corner along the Corridor and establishing specific development standards, the Zoning Overlay would also fulfill the General Plan requirement that the block level master plan identify how commercial uses would be incorporated within each block and how individual development projects would connect with each other.

If a draft Monterey Corridor BLMP Zoning Overlay ordinance is published for public review in late November 2018, it is possible for that ordinance to be reviewed, adopted, and become effective on or about the same time RDCS applications are due on March 8, 2019.

Tentative Schedule Monterey Corridor Block-Level Master Plan Zoning Overlay

BLMP Ordinance	RDCS
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	Nov. 12, 2018 – Pre-Application
Nov. 30, 2018 – Publish Draft BLMP Ordinance	
Dec. 11, 2018 – Planning Commission Hearing	Dec. 12, 2018 – Pre-Application Review Letter
Jan. 23, 2019 – City Council Hearing (Introduce)	
Feb. 6, 2019 – City Council Hearing (Adopt)	
Mar. 8, 2019 – BLMP Ordinance Effective	Mar. 8, 2019 – RDCS Application Date

Conclusion

Approval of a BLMP allows Monterey Corridor residential or mixed-use project applicants to participate in an upcoming RDCS competition for residential allotments. At this time only two Monterey Corridor applicants have submitted the mandatory RDCS Preliminary Application, which is a prerequisite for submitting a formal RDCS application in March 2019.

The approval of staff's recommended BLMP (Zoning Overlay) could potentially allow these two applicants the ability to participate in the 2018/2019 RDCS competition, while at the same time ensuring that all corner sites are reserved for commercial or non-residential uses and establishing urban design standards to guide future development along the corridor.

Direction to pursue a particular alternative does not preclude the City Council from refining the particular standards/requirements of that alternative at any future date or from exploring a different alternative.

If Council directs staff to move forward with the Monterey Corridor BLMP Zoning Overlay, staff will publish the draft ordinance and notices for the next available Planning Commission hearing.

COMMUNITY ENGAGEMENT: Inform

Throughout the Monterey Corridor Study and Block-Level Master Plan process there have been opportunities for formal and informal community participation, including stakeholder meetings, Planning Commission and City Council meetings, and joint City Council/Planning Commission workshops. Adoption of a Block-Level Master Plan Zoning Overlay will include noticed Planning Commission and City Council public hearings.

ALTERNATIVE ACTIONS:

The Monterey Corridor Block-Level Master Plan Alternatives document (Attachment No. 2) provides additional detail for staff's recommendation (Alternative 1) and for four other alternatives, including a tentative schedule for completing each alternative as it relates to the upcoming RDCS competition schedule.

1. Direct staff to pursue Alternative 2 – Morgan Hill 2035 General Plan Text Amendment
2. Direct staff to pursue Alternative 3 – Conditional Use Permit as Block-Level Master Plan
3. Allow Alternative 4 – Privately-initiated Planned Development Zoning as Block-Level Master Plan
4. Direct staff to pursue Alternative 5 – Specific Plan as Block-Level Master Plan

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On February 27, 2018, the Planning Commission reviewed and discussed the Monterey Corridor Analysis Report and Implementation Options Memo and recommended both a near-term (Block-Level Master Plan) and long-term implementation option (Specific Plan) for City Council consideration.

On April 4, 2018, the City Council considered and supported the Planning Commission recommendation to prepare a near-term Block-Level Master Plan for the Monterey Corridor that would serve as the foundation for a future Specific Plan.

On July 25, 2018, the City Council approved a consultant agreement with Lisa Wise Consulting and scope of work/budget for preparation of a Block-Level Master Plan.

On October 17 and 24, 2018, the City Council and Planning Commission held a workshop to discuss and provide feedback on draft frontage standards for future development along the Monterey Corridor and to discuss and provide feedback on the results and recommendations of a block-level commercial analysis.

FISCAL AND RESOURCE IMPACT:

A consultant agreement with Lisa Wise Consulting for preparation of the Monterey Corridor Block-Level Master Plan and associated Long-Range Planning Fund (Fund 207) expenditure were previously approved by City Council on July 25, 2018 and included in the FY 2018-19 Adopted Budget.

CEQA (California Environmental Quality Act):

Statutory Exemption

Pursuant to CEQA Guidelines Section 15262 a project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or Negative Declaration but does require consideration of environmental factors.

The Environmental Impact Report (EIR) for the Morgan Hill 2035 General Plan, which envisioned the transformation of the Monterey Corridor north and south of Downtown into a vibrant mixed-use corridor, was prepared in accordance with CEQA and certified by the Morgan Hill City Council on July 27, 2016 (SCH#2015022074).

Although the identification of a preferred planning process for implementing a Monterey Corridor Block Level Master Plan is exempt from CEQA, the future adoption of a plan or plans for the Monterey Corridor will be subject to additional CEQA review.

LINKS/ATTACHMENTS:

1. DRAFT Monterey Corridor BLMP Overlay Zone Ordinance
2. BLMP Alternatives

ORDINANCE NO. XXXX, NEW SERIES

**AN ORDINANCE OF THE CITY OF MORGAN HILL
APPROVING A BLOCK-LEVEL MASTER PLAN FOR THE
MONTEREY ROAD CORRIDOR AMENDING CHAPTER
18.30 – OVERLAY ZONES AND COMBINING DISTRICTS
TO ADD SECTION 18.30.035 – MONTEREY CORRIDOR
BLOCK-LEVEL MASTER PLAN OVERLAY ZONE**

WHEREAS, on July 27, 2016 the City Council adopted the Morgan Hill 2035 General Plan, a comprehensive update of the City’s 2001 General Plan; and

WHEREAS, the Morgan Hill 2035 General Plan Land Use Map designates certain properties Mixed Use Flex; and

WHEREAS, the Mixed Use Flex designation, which is primarily applied to properties along the Monterey Road corridor north and south of Downtown, allows for a mix of residential, commercial, and office uses applied either vertically (i.e., one structure with multiple uses) or horizontally (i.e., structures with different land uses located adjacent to one another). The Mixed Use Flex designation allows 7 to 24 units per acre and a maximum Floor Area Ratio (FAR) of 0.5 and density should transition from higher near Downtown to lower at the ends of the Monterey Road corridor; and

WHEREAS, the Morgan Hill 2035 General Plan requires that, prior to development of residential or mixed-use projects within the Mixed Use Flex designation a Block-Level Master Plan is required to: A) identify how commercial uses will be incorporated within the development of the block, and B) how individual development projects will connect with each other; and

WHEREAS, the Block-Level Master Plan requirement applies to those segments of the Monterey Road Corridor north and south of Downtown, listed/shown in **Exhibit A – Blocks**, that include properties that have a Mixed Use Flex General Plan Land Use designation. Blocks may include properties with a variety of General Plan designations (e.g., Commercial, Residential Attached Low, Public Facilities, Mixed Use Flex, etc.) and Zoning Districts (e.g., CG General Commercial, RAL 3,500, PF Public Facilities, MU-F Mixed Use Flex, etc.);

WHEREAS, Section 18.30.010.A of the Zoning Code states that an overlay zone is a defined geographic area shown on the Zoning Map where special requirements apply in addition to the underlying base zoning district requirements; and

WHEREAS, in addition to the underlying base zoning district requirements, specific requirements that apply to those segments of the Monterey Corridor north and south of Downtown, listed/shown in **Exhibit A – Blocks**, are found in **Exhibit B –Monterey Corridor Block-Level Master Plan Overlay Zone**; and

WHEREAS, an Addendum to the Environmental Impact Report (EIR) for the City of Morgan Hill’s Morgan Hill 2035 Project certified on July 27, 2016 (State Clearinghouse No.

2015022074) was prepared for the Zoning Code Update project pursuant to the provisions of the State of California Environmental Quality Act (CEQA) Guidelines Section 15164, and the Addendum concludes that the proposed rezoning project will not result in any new impacts that were not already identified in the Morgan Hill 2035 EIR or any impacts of greater severity than were already addressed; and

WHEREAS, a visioning and goal setting workshop was held on September 25, 2018 where members of the public and various stakeholders provided feedback that facilitated the crafting of preliminary guiding principles for the development of the Monterey Corridor; and

WHEREAS, on October 17, 2018 (continued on October 24, 2018) a joint workshop was held for the City Council and the Planning Commission to discuss and provide feedback on draft frontage standards for future development along the Monterey Corridor and to discuss and provide feedback on the results and recommendations of a block-level commercial analysis; and

WHEREAS, testimony received at a duly-noticed public hearing, along with exhibits and drawings and other materials have been considered in the review process; and

WHEREAS, the Monterey Corridor Block-Level Master Plan ordinance, was considered by the Planning Commission at their regular meeting of December 11, 2018, at which time the Planning Commission recommended City Council consider the Addendum to the Morgan Hill 2035 EIR in accordance with the California Environmental Quality Act (CEQA) and approval of an Amendment to Zoning Code Chapter 18.30 – Overlay Zones and Combining Districts to add Section 18.30.035 – Monterey Corridor Block-Level Master Plan Overlay Zone; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES ORDAIN AS FOLLOWS:

- SECTION 1.** The proposed Monterey Road Corridor Block-Level Master Plan is consistent with the Morgan Hill 2035 General Plan.
- SECTION 2.** The Amendment to Zoning Code Chapter 18.30 – Overlay Zones and Combining Districts to add Section 18.30.035 – Monterey Corridor Block-Level Master Plan Overlay Zone is required in order to serve the public convenience, necessity, and general welfare as provided in Section 18.114.060 of the Municipal Code.
- SECTION 3.** The City Council has considered the Addendum to the Morgan Hill 2035 Environmental Impact Report (EIR) in accordance with the California Environmental Quality Act (CEQA).
- SECTION 4.** The City Council hereby approves the Monterey Corridor Block-Level Master Plan and amends Title 18 – Zoning, Chapter 18.30 – Overlay Zones and Combining Districts of the City of Morgan Hill Municipal Code as shown in the attached **Exhibit B – Monterey Corridor Block-Level Master Plan Overlay Zone** and amends the official Zoning Map to include the Block-Level Master Plan Overlay Zones as shown in **Exhibit A – Blocks**.

SECTION 5. Severability. If any part of this Ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the applicability of this Ordinance to other situations.

SECTION 6. Effective Date; Publication. This Ordinance shall take effect thirty (30) days after the date of its adoption. The City Clerk is hereby directed to publish this ordinance pursuant to §36933 of the Government Code.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 23rd DAY OF JANUARY 2019, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 6th DAY OF FEBRUARY 2019, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH THE LAW BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

APPROVED:

Mayor

ATTEST:

IRMA TORREZ, City Clerk

DATE: _____

Effective March 8, 2019

~ CERTIFICATION ~

I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. XXXX, New Series, adopted by the City Council of the City of Morgan Hill, California at its regular meeting held on the 6th day of February 2019.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

IRMA TORREZ, City Clerk

DRAFT

Attachment: DRAFT Monterey Corridor BLMP Overlay Zone Ordinance (2052 : Monterey Corridor Block Level Master Plan Alternatives)

Exhibit A – Blocks

The Block-Level Master Plan requirement applies to those segments of the Monterey Road Corridor north and south of Downtown that include properties that have a Mixed Use Flex General Plan Land Use designation. Blocks may include properties with a variety of General Plan designations (e.g., Commercial, Residential Attached Low, Public Facilities, Mixed Use Flex, etc.) and Zoning Districts (e.g., CG General Commercial, RAL 3,500, PF Public Facilities, MU-F Mixed Use Flex, etc.). The applicable blocks are numbered and described in the text below and shown on the maps that follow.

LEGEND

 Mixed Use Flex Site
  Block
  Block Number
 Non-residential Required
 Commercial Required

Commercial uses (retail, services, office) are required on certain corner lot locations (designated with a red “C”) and on all other corners (designated with a yellow “C”) non-residential uses are required. Standalone residential uses are not allowed on corner lots.

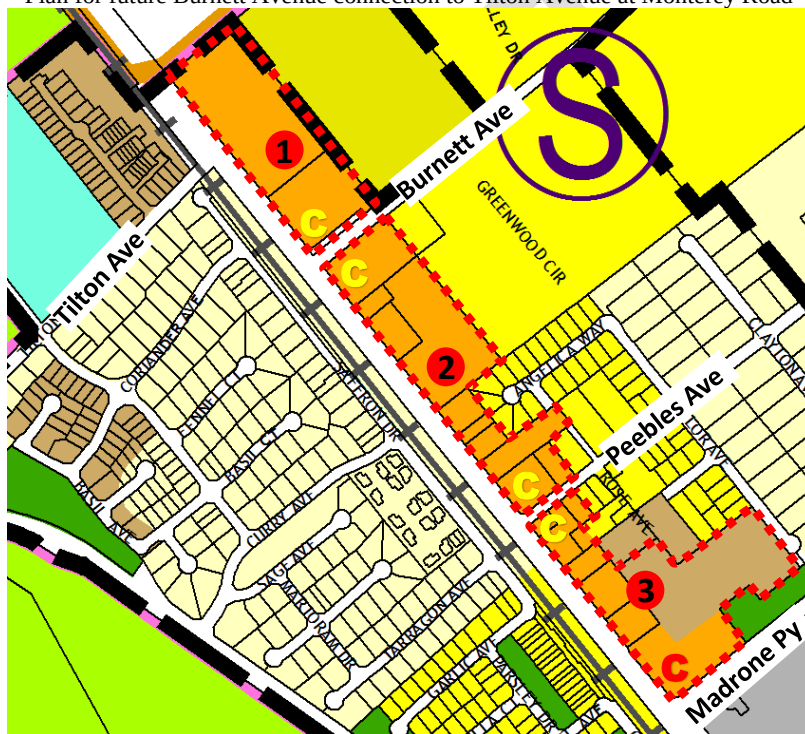
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North: City limits to Madrone Parkway

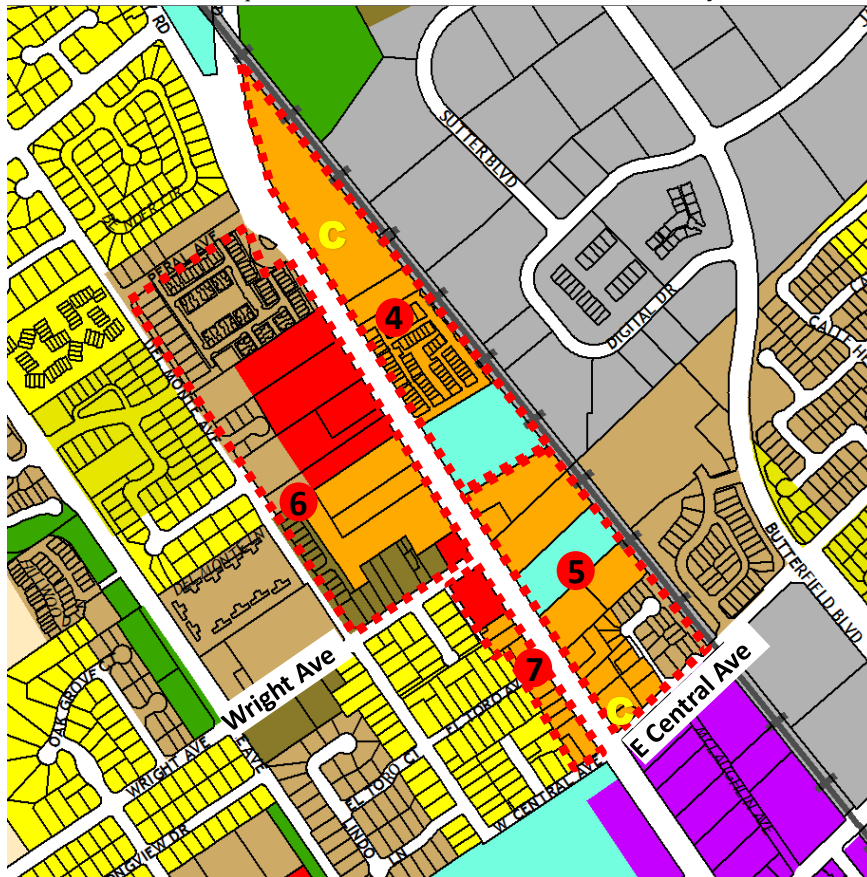
1. City Limits to Burnett Avenue*
 - Non-residential required at ne/c Burnett Avenue and Monterey Road
2. Burnett Avenue to Peebles Avenue
 - Non-residential required at se/c Burnett Avenue and Monterey Road
 - Non-residential required at ne/c Peebles Avenue and Monterey Road
3. Peebles Avenue to Madrone Parkway
 - Non-residential required at se/c Peebles Avenue and Monterey Road
 - Commercial required at ne/c Madrone Parkway and Monterey Road

* Plan for future Burnett Avenue connection to Tilton Avenue at Monterey Road



North of Downtown (East): Railroad overcrossing to East Central Avenue

4. Railroad overcrossing to MH Community Adult School
 - Non-residential required at se/c Old Monterey Road (extension) and Monterey Road
5. MH Community Adult School to East Central Avenue
 - Non-residential required at ne/c East Central Avenue and Monterey Road

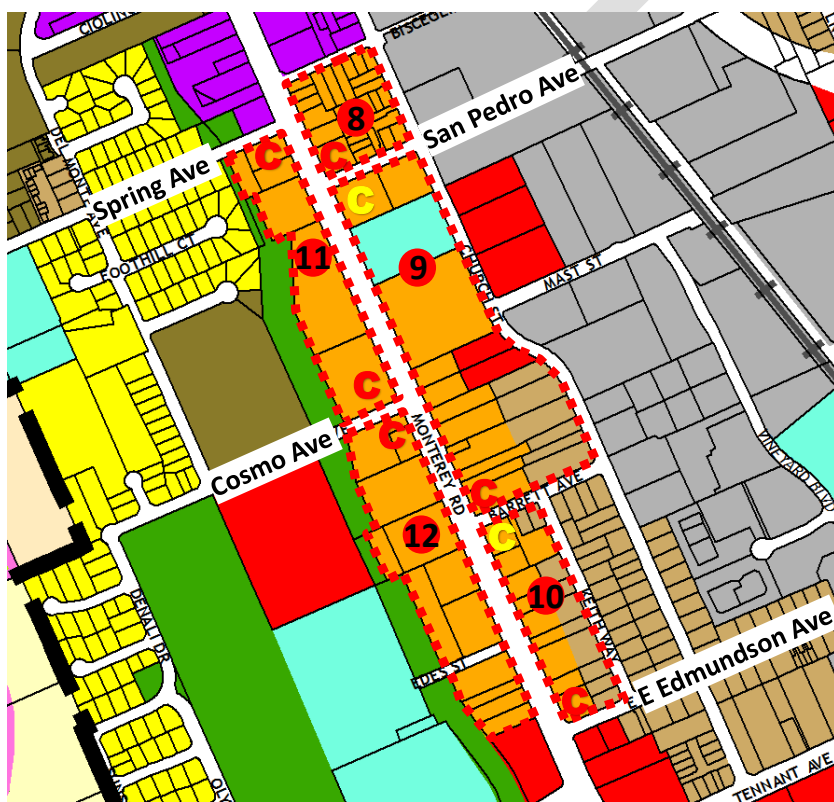


North of Downtown (West): Old Monterey Road to West Central Avenue

6. Old Monterey Road to Wright Avenue
 - Commercial to remain on nw/c of Wright Avenue and Monterey Road
7. Wright Avenue to West Central Avenue
 - Commercial to remain on sw/c of Wright Avenue and Monterey Road

South of Downtown (East): Bisceglia Avenue to East Edmundson Avenue

8. Bisceglia Avenue to San Pedro Avenue
 - Commercial required at ne/c San Pedro Avenue and Monterey Road
9. San Pedro Avenue to Barrett Avenue
 - Non-residential required at se/c San Pedro Avenue and Monterey Road
 - Commercial required at ne/c Barrett Avenue and Monterey Road
10. Barrett Avenue to East Edmundson Avenue
 - Non-residential required at se/c of Barrett Avenue and Monterey Road
 - Commercial required at ne/c E Edmundson Avenue and Monterey Road



South of Downtown (West): Spring Avenue to Edmondson Court

11. Spring Avenue to Cosmo Avenue
 - Commercial required at sw/c Spring Avenue and Monterey Road
 - Commercial required at nw/c Cosmo Avenue and Monterey Road
12. Cosmo Avenue to Edmondson Court
 - Commercial required at sw/c Cosmo Avenue and Monterey Road

Exhibit B –Monterey Corridor Block-Level Master Plan Overlay Zone

18.30.035 – Monterey Corridor Block-Level Master Plan Overlay Zone

- A. Purpose.** The Monterey Corridor Block-Level Master Plan (BLMP) overlay zone identifies where the requirements of the Monterey Corridor Block-Level Master Plan apply.
- B. Applicability.** The BLMP overlay zone applies to parcels within the boundaries of the Monterey Corridor Block-Level Master Plan as shown on the Zoning Map.
- C. Land Use Regulations**
1. **Permitted Uses.** Table 18.22-1 identifies permitted uses in the MU-F Mixed Use Flex Zoning District. See Table 18.18-1 or Table 18.24-1 for permitted uses in residential attached or commercial zoning districts, respectively.
 2. **Development Standards.** Tables 18.22-2 and 18.22-3 identify development standards for the MU-F Mixed Use Flex Zoning District. See Table 18.18-2, Table 18.18-3, or Table 18.24-2 for development standards in residential attached low, residential attached medium and high, or commercial zoning districts, respectively.
 3. **Commercial Requirements for MU-F Mixed Use Flex Zoned Portion of Blocks**
 - a. Interior Lot Commercial. Vertical mixed-use (commercial and residential) projects on interior lots are allowed, but not required, on any of the segments of the Monterey Corridor that are designated Mixed Use Flex.
 - b. Corner Lot Commercial. Commercial uses (retail, services, office) are required on certain corner lot locations and on all other corner lots non-residential uses are required. Standalone residential is not allowed on corner lots.
 - i. Block 1 City Limits to Burnett Avenue: non-residential required at the northeast corner of Burnett Avenue and Monterey Road.
 - ii. Block 2 Burnett Avenue to Peebles Avenue: non-residential required at the southeast corner of Burnett Avenue and Monterey Road; commercial required at the northeast corner of Peebles Avenue and Monterey Road.
 - iii. Block 3 Peebles Avenue to Madrone Parkway: non-residential required at southeast corner of Peebles Avenue and Monterey Road; commercial required at northeast corner of Madrone Parkway and Monterey Road.
 - iv. Block 4 Railroad Overcrossing to Morgan Hill Community Adult School: non-residential required at southeast corner of Old Monterey Road (extension) and Monterey Road.
 - v. Block 5 Morgan Hill Community Adult School to East Central Avenue: non-residential required at northeast corner of East Central Avenue and Monterey Road.

- vi. Block 6 Old Monterey Road to Wright Avenue: commercial on northwest corner of Wright Avenue and Monterey Road.
- vii. Block 7 Wright Avenue to West Central Avenue: commercial on southwest corner of Wright Avenue and Monterey Road.
- viii. Block 8 Bisceglia Avenue to San Pedro Avenue: commercial required at northeast corner of San Pedro Avenue and Monterey Road.
- ix. Block 9 San Pedro Avenue to Barrett Avenue: non-residential required at southeast corner of San Pedro Avenue and Monterey Road; commercial required at northeast corner of Barrett Avenue and Monterey Road.
- x. Block 10 Barrett Avenue to East Edmundson Avenue: non-residential required at southeast corner of Barrett Avenue and Monterey Road; commercial required at northeast corner of East Edmundson Avenue and Monterey Road.
- xi. Block 11 Spring Avenue to Cosmo Avenue: commercial required at southwest corner of Spring Avenue and Monterey Road; commercial required at northwest corner of Cosmo Avenue and Monterey Road.
- xii. Block 12 Cosmo Avenue to Edmondson Court: commercial required at southwest corner of Cosmo Avenue and Monterey Road.

4. General Specifications

- a. Primary entrances for new buildings should be oriented toward the street.
- b. Parking for new uses should be located behind buildings with limited or no visibility from streets.
- c. Primary access to/from rear parking areas shall be provided via driveways (including shared driveways) located at side streets (i.e., not from Monterey Road) to the greatest extent possible.
- d. First floor floor-to-ceiling clear height for non-residential uses: 14-feet minimum.
- e. Building depth for non-residential uses: 35-feet minimum.
- f. Urban Form Characteristics:
 - i. Signature design qualities and attractive architectural features, including articulated facades, projections, and recessed entryways
 - ii. Adaptive reuse where existing buildings may have desirable characteristics
 - iii. Higher intensity development designed with sensitivity to adjacent lower intensity residential development
 - iv. Street design balancing pedestrian and bicycle use with vehicular circulation
 - v. Consistent planting of street trees to provide shade and enhance character and identity
 - vi. Well-designed, publicly-accessible open space

- g. Reasonable accommodations shall be provided, as appropriate, to provide relief from any physical standards that make meeting accessibility requirements challenging for a particular project.
5. **Public Gathering Places.** Residential or mixed-use project sites over 1.5 acres must provide one or more public gathering places such as plazas, courtyards, and parks.
- a. Location. The public gathering space must be located close to pedestrian activity, along streets, or where pathways intersect.
 - b. Activity. For public gathering places incorporated into mixed use development with ground floor commercial uses, active ground-floor uses (e.g., retail or restaurants) must be located along the edge of a courtyard and plazas.
 - d. Visibility and Access. Plazas, courtyards, and other similar spaces must open to public sidewalks and building entrances to provide visibility and access opportunities along project frontages.
 - d. Seating. Usable open spaces must include well-designed seating, such as seat walls, free-standing elements, fixed and moveable seating, and other seating options.
 - e. Year-round Use. Open space must be usable year-round with features such as awnings, wind breaks, sun shades, and umbrellas, or other similar features that provide shelter from the elements.
6. **Temporary Uses.** In addition to the temporary uses allowed and requirements established in Section 18.92.150, the temporary use of private parcels for community events, food vending, and pop-up parks may be allowed with the issuance of a Temporary Use Permit.

Monterey Corridor Block-Level Master Plan Alternatives

Alternative 1: Block-Level Master Plan Zoning Overlay - Simplified

To preserve the opportunity for commercial or non-residential uses to develop on corner parcels along the Monterey Corridor, the Block-Level Master Plan Zoning Overlay could require commercial uses (e.g., retail, services) on every corner identified in the 2018 Monterey Corridor Block-level Commercial Analysis as sustainable, and on all other corners require non-residential uses. Standalone residential on corner lots would not be allowed.

Tentative Schedule Block-Level Master Plan Zoning Overlay:

BLMP Ordinance	RDCS
	Nov. 12, 2018 – Pre-Application
Nov. 30, 2018 – Publish Draft BLMP Ordinance	
Dec. 11, 2018 – Planning Commission Hearing	Dec. 12, 2018 – Pre-Application Review Letter
Jan. 23, 2019 – City Council Hearing (Introduce)	
Feb. 6, 2019 – City Council Hearing (Adopt)	
Mar. 8, 2019 – BLMP Ordinance Effective	Mar. 8, 2019 – RDCS Application Date

Residential projects in the MU-F Mixed-Use Flex Zoning District would still be required to obtain a Conditional Use Permit (CUP), unless specifically exempted by State law, but this could happen during the Planning entitlement phase after RDCS competition. To demonstrate consistency with the General Plan, the findings should include a discussion about how the proposed project will contribute to the General Plan vision of transforming Monterey Road into a vibrant mixed-use corridor that encourages:

- walking and biking with buildings fronting onto the street
- a range of commercial and office uses located within close proximity to attached residential units
- density decreasing with distance from Downtown

The Block-Level Master Plan Zoning Overlay would be applied to those segments of the Monterey Road Corridor north and south of Downtown that include properties that have a Mixed-Use Flex General Plan Land Use designation. Blocks may include properties with a variety of General Plan designations (e.g., Commercial, Residential Attached Low, Public Facilities, Mixed Use Flex, etc.) and Zoning Districts (e.g., CG General Commercial, RAL 3,500, PF Public Facilities, MU-F Mixed Use Flex, etc.). The applicable blocks are numbered and described in the text below and shown on the maps that follow.

LEGEND

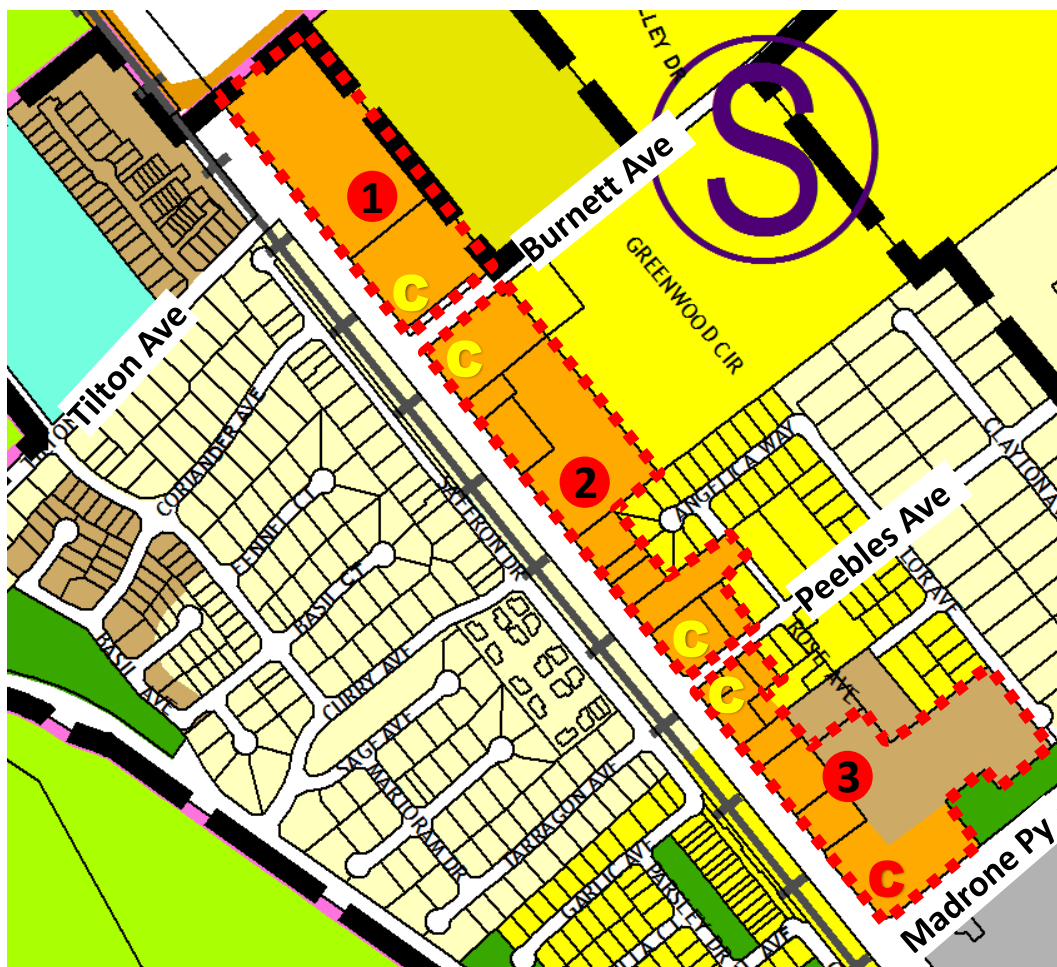


Tentative Schedules Assume Direction on BLMP Alternatives Provided at Nov. 28, 2018 CC Meeting

Monterey Corridor Block-Level Master Plan Alternatives

North: City limits to Madrone Parkway

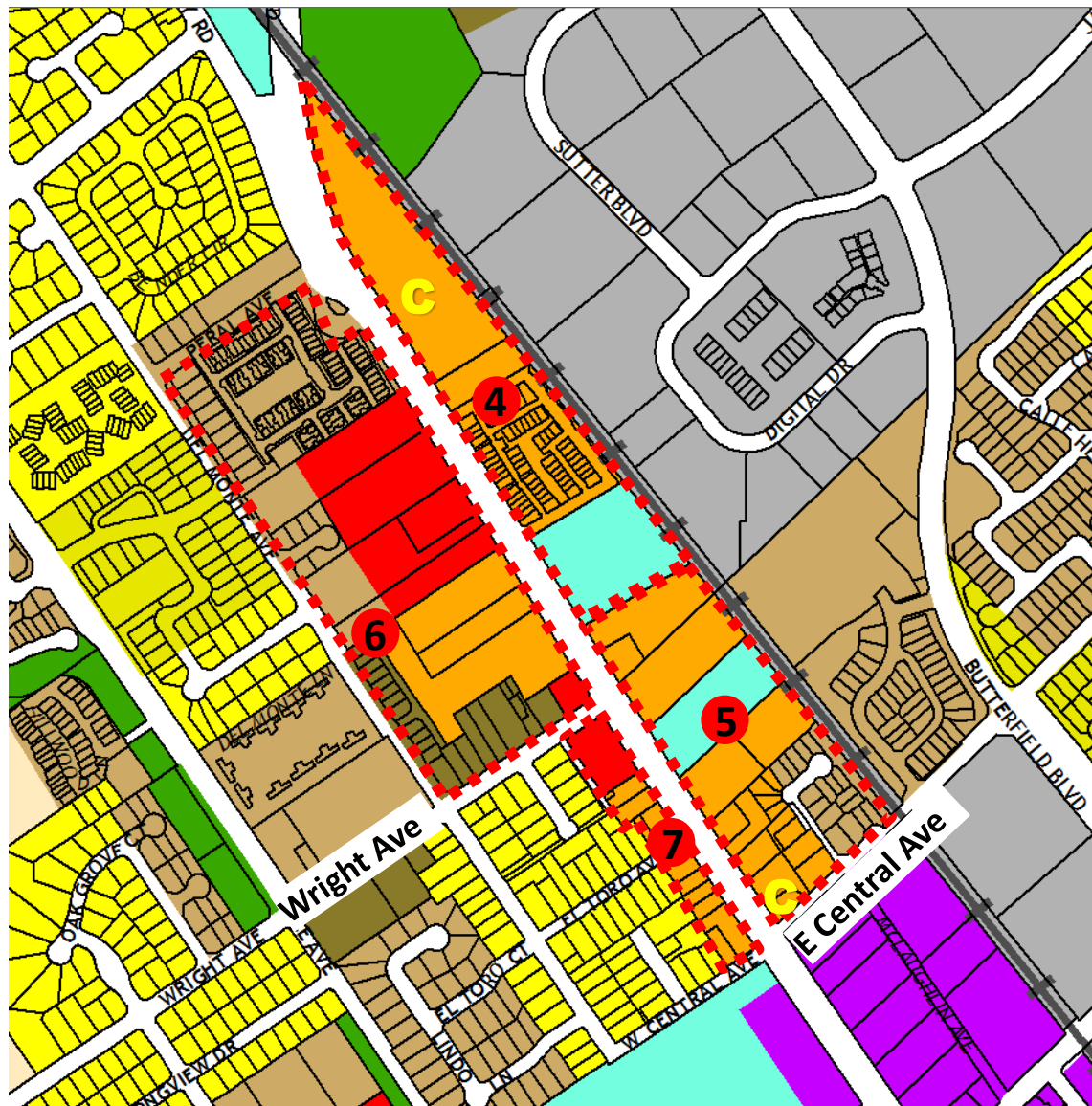
1. City Limits to Burnett Avenue*
 - Non-residential required at ne/c Burnett Avenue and Monterey Road
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 - Non-residential required at se/c Burnett Avenue and Monterey Road
 - Non-residential required at ne/c Peebles Avenue and Monterey Road
 3. Peebles Avenue to Madrone Parkway
 - Non-residential required at se/c Peebles Avenue and Monterey Road
 - Commercial required at ne/c Madrone Parkway and Monterey Road
- * Plan for future Burnett Avenue connection to Tilton Avenue at Monterey Road



Monterey Corridor Block-Level Master Plan Alternatives

North of Downtown (East): Railroad overcrossing to East Central Avenue

4. Railroad overcrossing to MH Community Adult School
 - Non-residential required at se/c Old Monterey Road (extension) and Monterey Road
5. MH Community Adult School to East Central Avenue
 - Non-residential required at ne/c East Central Avenue and Monterey Road



North of Downtown (West): Old Monterey Road to West Central Avenue

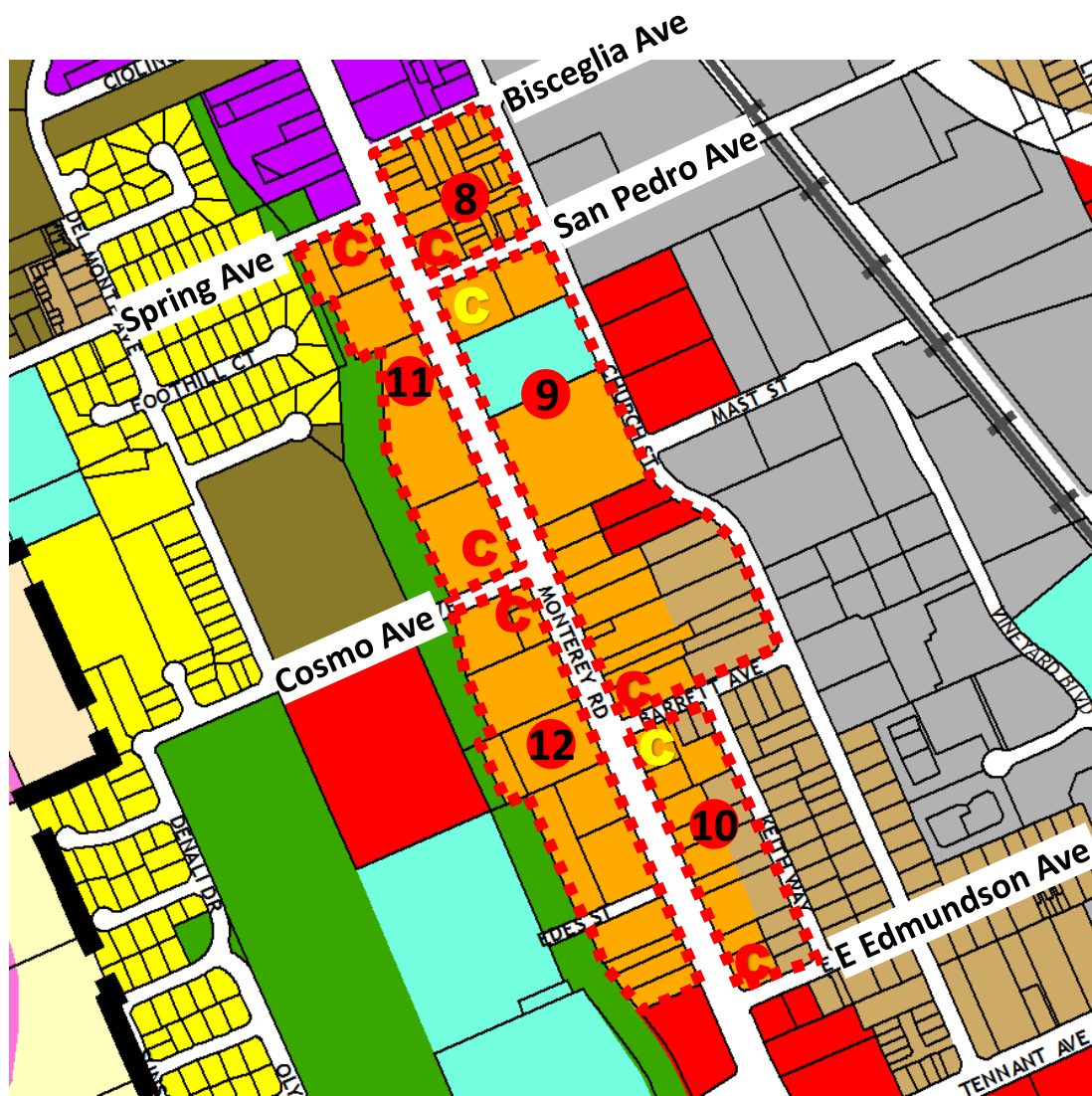
6. Old Monterey Road to Wright Avenue
 - Commercial to remain on new/c of Wright Avenue and Monterey Road
7. Wright Avenue to West Central Avenue
 - Commercial to remain on sw/c of Wright Avenue and Monterey Road

Tentative Schedules Assume Direction on BLMP Alternatives Provided at Nov. 28, 2018 CC Meeting

Monterey Corridor Block-Level Master Plan Alternatives

South of Downtown (East): Bisceglia Avenue to East Edmundson Avenue

8. Bisceglia Avenue to San Pedro Avenue
 - Commercial required at ne/c San Pedro Avenue and Monterey Road
9. San Pedro Avenue to Barrett Avenue
 - Non-residential required at se/c San Pedro Avenue and Monterey Road
 - Commercial required at ne/c Barrett Avenue and Monterey Road
10. Barrett Avenue to East Edmundson Avenue
 - Non-residential required at se/c of Barrett Avenue and Monterey Road
 - Commercial required at ne/c E Edmundson Avenue and Monterey Road

**South of Downtown (West): Spring Avenue to Edmondson Court**

11. Spring Avenue to Cosmo Avenue
 - Commercial required at sw/c Spring Avenue and Monterey Road
 - Commercial required at nw/c Cosmo Avenue and Monterey Road
12. Cosmo Avenue to Edmondson Court
 - Commercial required at sw/c Cosmo Avenue and Monterey Road

Tentative Schedules Assume Direction on BLMP Alternatives Provided at Nov. 28, 2018 CC Meeting

Monterey Corridor Block-Level Master Plan Alternatives

In addition to the MU-F Mixed Use Flex Zoning District development standards (Tables 18.22-2 and 18.22-3), the following (or similar) standards would apply to all Monterey Corridor Development proposals and would be incorporated into the Monterey Corridor Block Level Master Plan Zoning Overlay.

General Specifications

- a. Primary entrances for new buildings should be oriented toward the street.
- b. Parking for new uses should be located behind buildings with limited or no visibility from streets.
- c. Primary access to/from rear parking areas shall be provided via driveways (including shared driveways) located at side streets (i.e., not from Monterey Road) to the greatest extent possible.
- d. First floor floor-to-ceiling clear height for non-residential uses: 14-feet minimum.
- e. Building depth for non-residential uses: 35-feet minimum.
- f. Urban Form Characteristics:
 - i. Signature design qualities and attractive architectural features, including articulated facades, projections, and recessed entryways
 - ii. Adaptive reuse where existing buildings may have desirable characteristics
 - iii. Higher intensity development designed with sensitivity to adjacent lower intensity residential development
 - iv. Street design balancing pedestrian and bicycle use with vehicular circulation
 - v. Consistent planting of street trees to provide shade and enhance character and identity
 - vi. Well-designed, publicly-accessible open space, if required
- g. Reasonable accommodations shall be provided, as appropriate, to provide relief from any physical standards that make meeting accessibility requirements challenging for a particular project.

Public Gathering Places. Residential, mixed-use, or non-residential project sites over 1.5 acres must provide one or more public gathering places such as plazas, courtyards, and parks.

- a. Location. The public gathering space must be located close to pedestrian activity, along streets, or where pathways intersect.
- b. Activity. For public gathering places incorporated into mixed use development with ground floor commercial uses, active ground-floor uses (e.g., retail or restaurants) must be located along the edge of a courtyard and plazas.
- d. Visibility and Access. Plazas, courtyards, and other similar spaces must open to public sidewalks and building entrances to provide visibility and access opportunities along project frontages.
- d. Seating. Usable open spaces must include well-designed seating, such as seat walls, free-standing elements, fixed and moveable seating, and other seating options.
- e. Year-round Use. Open space must be usable year-round with features such as awnings, wind breaks, sun shades, and umbrellas, or other similar features that provide shelter from the elements.

Temporary Uses. In addition to the temporary uses allowed and requirements established in Section 18.92.150, the temporary use of private parcels for community events, food vending, and pop-up parks may be allowed with the issuance of a Temporary Use Permit.

Alternative 2: Morgan Hill 2035 General Plan – Text Amendment

The text of the Mixed-Use Flex General Plan designation can be modified to specifically allow residential or certain types of residential projects the ability to proceed in advance of preparation of a Block-Level Master Plan.

Most residential projects in the MU-F Mixed-Use Flex Zoning District would still be required to obtain a Conditional Use Permit (CUP), unless specifically exempted by State law, but this could happen during the Planning entitlement phase after RDCS competition. To demonstrate consistency with the General Plan, the findings should include a discussion about how the proposed project will contribute to the General Plan vision of transforming Monterey Road into a vibrant mixed-use corridor that encourages:

- walking and biking with buildings fronting onto the street
- a range of commercial and office uses located within close proximity to attached residential units
- density decreasing with distance from Downtown

Mixed Use Flex. The Mixed-Use Flex designation, which is primarily applied to properties along the Monterey Road corridor north and south of downtown, allows for a mix of residential, commercial, and office uses applied either vertically (i.e., one structure with multiple uses) or horizontally (i.e., structures with different land uses located adjacent to one another). Density should transition from higher to lower at the ends of Monterey corridor. The Mixed-Use Flex designation allows 7 to 24 units per acre (for residential projects) and a maximum FAR of 0.5 (for non-residential projects). Prior to development of Residential or Mixed-Use projects within the Mixed-Use Flex designation a block level master plan is required to identify how commercial uses will be incorporated within the development of the block and how individual development projects will connect with each other. Commercial development may proceed without preparation of a block level master plan consistent with the Commercial designation.

Until June 30, 2019, <Insert Option A or B Here>

- A. mixed-use projects may proceed without preparation of a block level master plan if the project:
 1. is located mid-block, or
 2. if 50-percent or more of the units are affordable at an income level that the City needs to achieve its current Regional Housing Needs Allocation
- B. residential or mixed-use projects may proceed without preparation of a block level master plan if the project:
 1. is located mid-block, or
 2. if 50-percent or more of the units are affordable at an income level that the City needs to achieve its current Regional Housing Needs Allocation

Option A requires the project to include a non-residential component.

Option B allows for but does not require the project to include a non-residential component.

Monterey Corridor Block-Level Master Plan Alternatives

Tentative Schedule GP Amendment / RDCS:

General Plan Amendment	RDCS
	Nov. 12, 2018 – Pre-Application Submittal Due
	Dec. 12, 2018 – Pre-Application Review Letter
Jan. 8, 2019 – Planning Commission Hearing	
Jan. 23, 2019 – City Council Hearing	
	Mar. 8, 2019 – RDCS Application Date

Tentative Schedules Assume Direction on BLMP Alternatives Provided at Nov. 28, 2018 CC Meeting

Alternative 3: Conditional Use Permit as Block-Level Master Plan

A Conditional Use Permit (CUP), which is currently required for most residential uses proposed in the MU-F Mixed Use Flex Zoning District, could fulfill the General Plan requirement that, “prior to development of Residential or Mixed-Use projects within the Mixed Use Flex designation a block level master plan is required to identify how commercial uses will be incorporated within the development of the block and how individual development projects will connect with each other.”

To approve any CUP, seven specific findings must be made, including demonstrating consistency with the General Plan. For Monterey Corridor CUPs the General Plan consistency finding should include a discussion about how the proposed project will contribute to the General Plan vision of transforming Monterey Road into a vibrant mixed-use corridor that encourages:

- walking and biking with buildings fronting onto the street
- a range of commercial and office uses located within close proximity to attached residential units
- density decreasing with distance from Downtown

Projects could demonstrate their consistency with the General Plan by meeting the MU-F Mixed-Use Flex Zoning District development standards and by meeting the following (or similar) guidelines that the City Council could establish as being applicable to all Monterey Corridor projects.

General Specifications

- a. Projects located on or including a corner parcel identified in the City’s 2018 Monterey Corridor Commercial Analysis as sustainable are required to include a commercial use (e.g., retail, services) on the corner, and on all other corners are required to include a non-residential use(s).
- b. Primary entrances for new buildings should be oriented toward the street.
- b. Parking for new uses should be located behind buildings with limited or no visibility from streets.
- c. Primary access to/from rear parking areas shall be provided via driveways (including shared driveways) located at side streets (i.e., not from Monterey Road) to the greatest extent possible.
- d. First floor floor-to-ceiling clear height for non-residential uses: 14-feet minimum.
- e. Building depth for non-residential uses: 35-feet minimum.
- f. Urban Form Characteristics:
 - i. Signature design qualities and attractive architectural features, including articulated facades, projections, and recessed entryways
 - ii. Adaptive reuse where existing buildings may have desirable characteristics
 - iii. Higher intensity development designed with sensitivity to adjacent lower intensity residential development
 - iv. Street design balancing pedestrian and bicycle use with vehicular circulation
 - v. Consistent planting of street trees to provide shade and enhance character and identity
 - vi. Well-designed, publicly-accessible open space
- g. Reasonable accommodations shall be provided, as appropriate, to provide relief from any physical standards that make meeting accessibility requirements challenging for a particular project.

Public Gathering Places. Residential or mixed-use project sites over 1.5 acres must provide one or more public gathering places such as plazas, courtyards, and parks.

Monterey Corridor Block-Level Master Plan Alternatives

- a. Location. The public gathering space must be located close to pedestrian activity, along streets, or where pathways intersect.
- b. Activity. For public gathering places incorporated into mixed use development with ground floor commercial uses, active ground-floor uses (e.g., retail or restaurants) must be located along the edge of a courtyard and plazas.
- d. Visibility and Access. Plazas, courtyards, and other similar spaces must open to public sidewalks and building entrances to provide visibility and access opportunities along project frontages.
- d. Seating. Usable open spaces must include well-designed seating, such as seat walls, free-standing elements, fixed and moveable seating, and other seating options.
- e. Year-round Use. Open space must be usable year-round with features such as awnings, wind breaks, sun shades, and umbrellas, or other similar features that provide shelter from the elements.

Monterey Corridor project applicants may submit an RDCS Pre-Application on November 12, 2018 to preserve their ability to submit a formal RDCS application on March 8, 2019. The RDCS Pre-Application may also be considered as a Monterey Corridor applicant's Preliminary Review for the required CUP for their residential project. The Preliminary Review would be evaluated by staff during the review of the RDCS Pre-Application submittal. Staff and the Planning Commission will provide feedback on the project's consistency with the required CUP findings.

Based on the feedback an applicant receives on their Preliminary Review (December 11, 2018) they can decide if they want to pursue filing a CUP application by the end of December. Staff would try to process the CUP application as expeditiously as possible to get the proposal before the Planning Commission just prior to or after the formal RDCS applications are due but, depending on the complexity of the proposal and the level of environmental review required, the CUP process may extend further into the RDCS competition process. At the very latest a decision on the CUP by the Planning Commission (or City Council on appeal) should occur before the City Council decides RDCS General Plan and Zoning consistency appeals on May 1, 2019.

Tentative Schedule Conditional Use Permit as Block-Level Master Plan:

Conditional Use Permit as BLMP	RDCS
	Nov. 12, 2018 – Pre-Application Submittal Due
Dec. 11, 2018 – Planning Commission Meeting (Preliminary Review feedback)	Dec. 12, 2018 – Pre-Application Review Letter
Dec. 21, 2018 – CUP Application Due	
Feb. 26, 2019 – Planning Commission Hearing (approve or deny CUP)	
	Mar. 8, 2019 – RDCS Application Date
Mar. 12, 2019 – Planning Commission Hearing (approve or deny CUP)	
	Mar. 25, 2019 – GP & Zoning Consistency Det.
Apr. 3, 2019 – City Council Appeal Hearing	
	May 1, 2019 – GP & Zoning Appeal City Council

Tentative Schedules Assume Direction on BLMP Alternatives Provided at Nov. 28, 2018 CC Meeting

Alternative 4: Privately Initiated Planned Development Zoning as Block-Level Master Plan

Privately initiated Planned Development Zonings would not be completed prior to the March 8, 2019 RDCS Application date.

Tentative Schedule Planned Development Zoning as Block-Level Master Plan:

PD Zoning Ordinance	RDCS
	Nov. 12, 2018 – Pre-Application
Nov. 30, 2018 – PD Zoning Application Due	
	Dec. 12, 2018 – Pre-Application Review Letter
Feb. 1, 2019 – Complete ADIS/MND	
Feb. 22, 2019 – CEQA Noticing	
	Mar. 8, 2019 – RDCS Application Date
Mar. 26, 2019 – Planning Commission Hearing	Mar. 25, 2019 – GP & Zoning Consistency Det.
Apr. 17, 2019 – City Council Hearing (Introduce)	
May. 1, 2019 – City Council Hearing (Adopt)	May 1, 2019 – GP & Zoning Appeal City Council
May. 31, 2019 – PD Zoning Ordinance Effective	

Each PD Zoning requires an Initial Study/Mitigated Negative Declaration (or could be grouped into one IS/MND for multiple PD Zoning requests. Noticing for MND is due either January 28th or February 6th (30-day or 21-day noticing) for a March 26th Planning Commission hearing.

Alternative 5: Specific Plan as Block-Level Master Plan

A Specific Plan would not be completed prior to the March 8, 2019 RDCS Application date and would likely take several years to complete.

Tentative Schedule Planned Development Zoning as Block-Level Master Plan:

Specific Plan TBD	RDCS
	Nov. 12, 2018 – Pre-Application
	Dec. 12, 2018 – Pre-Application Review Letter
	Mar. 8, 2019 – RDCS Application Date
	Mar. 25, 2019 – GP & Zoning Consistency Det.
	May 1, 2019 – GP & Zoning Appeal City Council
TBD	

Morgan Hill 2035 General Plan – Urban Form Policies

All projects along the Monterey Corridor will be reviewed for consistency with the following General Plan Urban Form Policies.

- CNF-8.1 High Quality Design.** Require all development to feature high quality design that enhances the visual character of Morgan Hill.
- CNF-8.2 Design Features.** Encourage design features and amenities in new development and redevelopment, including, but not limited to...
- CNF-8.3 Changes in Building Scale.** Discourage abrupt changes in building scale...
- CNF-8.4 Architectural Quality.** Optimize architectural quality by encouraging the use of quality materials...
- CNF-8.5 Building Façade.** On all sides of buildings, require the incorporation of quality architectural design elements...
- CNF-8.7 Design Sensitivity.** Ensure that new development is sensitive to the character of adjacent structures and the immediate neighborhood.
- CNF-8.9 Commercial Landscaping.** Encourage new commercial development to provide outdoor areas and landscaping and tree canopy to enhance the surroundings.
- CNF-8.10 Public Landscaping.** Landscape medians and public areas along major streets using drought-tolerant plant materials...
- CNF-8.11 Pedestrian Spaces.** Encourage the design of attractive outdoor pedestrian spaces that encourage impromptu public gathering places with features such as plazas, interior walkways and paseos, ornamental gates, trellises, lighting, trees and landscaping, seating and fountains.
- CNF-8.12 Visual Impact of Parking.** Require parking areas associated with development to be located and designed to minimize visual impact to the greatest extent feasible. This may include locating parking behind buildings street frontage, below grade, or screening through the use of natural landscaping.
- CNF-8.18 Monterey Road Development Form.** Ensure that development along West Little Llagas Creek incorporates the creek as an amenity.

- CNF-8.19 Incompatible Uses.** Use setbacks, natural and man-made barriers such as streams, park land, and drainage ways, and other mitigation to separate incompatible uses whenever possible.
- CNF-8.20 Nighttime Lighting.** Require nighttime lighting to be designed to minimize light spillage to adjacent properties.
- CNF-9.1 Density Feathering from High to Low Densities.** Encourage feathering from higher urban densities to lower rural densities to occur within the City limits. Feathering should begin as development nears the Urban Growth Boundary.
- CNF-9.2 Density Feathering West of Highway 101.** West of Highway 101 and north of the Madrone Industrial Park, feather residential uses toward the northern Sphere of Influence boundary with San Jose.
- CNF-11.16 360-Degree Design.** Require residential buildings to be well articulated on all sides...
- CNF-11.18 Orientation to the Street.** For residential buildings adjacent to a street, orient entrances to that street.
- CNF-11.19 Parking and Driveways.** Require the design and location of parking and vehicle circulation facilities of residential buildings to support a pedestrian-friendly environment...
- CNF-11.20 Infill Compatibility.** Require residential development to complement existing development patterns and minimize impacts on neighboring properties...
- CNF-11.21 Neighbor Privacy.** Require new residential development to consider the privacy needs of neighboring properties. This may be accomplished by careful placement and design of windows, stepping back upper portions of buildings, and landscape design.
- CNF-11.22 Minimized Mass and Scale.** Minimize the perceived mass and scale of attached single-family homes and multi-family housing to appear consistent with Morgan Hill's small town residential character...
- CNF-11.23 Individual Units.** Require attached single-family homes and multi-family housing to appear as individual residences or small groups of units...
- CNF-11.24 Ground Level Entries.** Require attached single-family homes and multi-family housing to provide as many private, ground level entries to individual units as possible.

- CNF-11.25 Prominent Entries.** Require attached single-family homes and multi-family housing to feature building entries that are prominent and visible. Building entrances shall feature human-scale porches, front stoops, or other methods to accentuate ground level entries of individual units.
- CNF-11.26 Multi-Family Entrances.** Require multi-family buildings that do not have ground floor entrances for individual units to feature a prominent ground or first floor entry, such as a highly visible lobby or atrium.
- CNF-11.27 Ground-Floor Transition Zones.** Require the ground floor of attached single-family homes and multi-family buildings to include transition zones between private and semi-public spaces through the use of landscaping, fences, trellises, walls, or a change in floor elevation.
- CNF-11.28 Bicycles and Pedestrians.** Require attached residential sites to be designed to accommodate the needs of bicyclists and pedestrians...
- CNF-11.29 Multi-Family Open Space.** Require attached single-family homes and multi-family housing to provide open spaces that are inviting places, useful to occupants, and encourage resident activity and interaction...



CITY COUNCIL STAFF REPORT

MEETING DATE: November 28, 2018

PREPARED BY: Christina Turner, City Manager
APPROVED BY: City Manager

INTRODUCE ORDINANCE DELEGATING AUTHORITY TO CITY MANAGER TO APPOINT CITY CLERK

RECOMMENDATION(S)

1. Waive the first and second reading of the ordinance delegating the appointment authority of the City Clerk position to the City Manager; and
 2. Introduce the ordinance.
- OR
3. Direct staff to return with a job description and employment contract for the City Clerk position to report into the City Council.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility
Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust

REPORT NARRATIVE:

The City Clerk position in the City of Morgan Hill has been elected since the City's incorporation in 1906. Since that time, the duties, responsibilities, and requirements of the position have changed significantly. To ensure that future City Clerks of Morgan Hill are qualified professionals with adequate experience and knowledge of the tasks and requirements of the role, the City Council, per Government Code §36508, voted unanimously on July 18, 2018 to place the question of "Shall the office of City Clerk be appointive?" on the November 6, 2018 Ballot. The preliminary results of the election show Measure J passing with 62% in favor. The Santa Clara County Registrar of Voters will certify the election results on December 6, 2018.

The next step in the process is for the City Council to determine if the City Clerk shall be appointed by the City Council or by the City Manager.

The City Council, an elected body, could choose to retain the authority to appoint the City Clerk directly which could address concerns about political accountability. While Council-appointed City Clerks are a minority amongst Santa Clara County cities, this appointment structure maintains ultimate accountability to the City Council and the public and would be akin to the City Council appointing a City Manager or a City Attorney. A job description and employment contract would then be established and approved by the Council, and annual performance evaluations conducted.

Alternatively, the City Council could delegate the appointment authority to the City Manager. If Council chooses this structure, they would introduce the attached ordinance delegating the responsibility and appointment authority for the City Clerk position to the City Manager. Under this model, and like all City positions under him or her, the City Manager would have responsibility for the recruitment, hiring, and management of the City Clerk. The City Clerk would report directly to the City Manager like other management positions.

The current elected City Clerk will remain in office until her term ends December 2020, unless she chooses to retire early. At such time, the appointment process would take place. In order to ensure continuity of service and a smooth transition, in the event that the current City Clerk chooses to retire before the end of her term, staff recommends that Council move forward at this time to determine the appointment structure of the City Clerk position.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the appointment process for the newly appointive City Clerk position.

ALTERNATIVE ACTIONS:

The City Council could choose to determine at a later date if the appointive City Clerk position should be appointed by the City Council or if they wish to delegate that authority to the City Manager.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On July 18, 2018, the City Council approved placing a measure on the November 6, 2018 ballot asking, "Shall the office of the City Clerk be appointive"?

FISCAL AND RESOURCE IMPACT:

There is no fiscal or resource impact associated with the preparation of this staff report and proposed actions as this process is accommodated for in the City Manager operating budget.

CEQA (California Environmental Quality Act):

Not a Project - Pursuant to CEQA, organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment and are therefore exempt activities.

LINKS/ATTACHMENTS:

1. Appointment Authority of City Clerk uncoded

**ORDINANCE NO. ____, NEW SERIES
AN ORDINANCE OF THE CITY OF MORGAN HILL
AUTHORIZING THE CITY MANAGER TO APPOINT THE
CITY CLERK.**

**THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES ORDAIN AS
FOLLOWS:**

SECTION 1. At the expiration of the existing term of the City Clerk of the City of Morgan Hill, the City Manger shall appoint the City Clerk on the basis of his or her experience and ability. The City Clerk shall hold the office at the pleasure of the City Manager.

SECTION 2. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 3. Effective Date; Posting. This Ordinance shall take effect on ____ ____, 2018. The City Clerk is hereby directed to publish this Ordinance or a summary thereof pursuant to Government Code Section 36933.

**THE FOREGOING ORDINANCE WAS INTRODUCED AT A REGULAR MEETING OF
THE CITY COUNCIL HELD ON THE 28TH DAY OF NOVEMBER 2018 AND WAS
FINALLY ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON
THE 5TH DAY OF DECEMBER, AND SAID ORDINANCE WAS DULY PASSED AND
ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:**

**AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:**

APPROVED:

STEVE TATE, Mayor

ATTEST:

DATE:

IRMA TORREZ, City Clerk

Attachment: Appointment Authority of City Clerk uncodified (2054 : City Clerk Appointment Authority)

⌘ CERTIFICATE OF THE CITY CLERK ⌘

I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. XXXX, New Series adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 5th day of December 2018.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

IRMA TORREZ, City Clerk

Attachment: Appointment Authority of City Clerk uncodedified (2054 : City Clerk Appointment Authority)



CITY COUNCIL STAFF REPORT

MEETING DATE: November 28, 2018

PREPARED BY: Donald Larkin, City Attorney
APPROVED BY: City Manager

INTRODUCE ORDINANCE REGULATING FIREARMS DEALERS

RECOMMENDATION(S)

1. Open/close public hearing;
2. Waive the first and second reading of the ordinance; and
3. Introduce the ordinance adding Chapter 5.68 titled "Firearms Dealers," to Title 5 (Business Licenses Generally) of the Morgan Hill Municipal code, to provide uniform regulations applicable to all firearm dealers in Morgan Hill.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Supporting Our Youth
Seniors
and Entire Community

REPORT NARRATIVE:

At its May 16, 2018 meeting, the City Council directed the City Attorney to prepare ordinances for City Council consideration that:

1. Require Morgan Hill residents to report the theft or loss of a firearm to the Morgan Hill Police Department;
2. Require the safe storage of firearms when they are not in use;
3. Prohibit the possession of large capacity magazines; and/or
4. Require a City permit to conduct retail firearm and/or ammunition sales.

An ordinance enacting the first three items was introduced on October 24, 2018. This proposed ordinance, regulating firearms dealers, is in response to the remaining item.

The City does not currently regulate retail firearms sales. While several firearms dealers have City business licenses for firearms sales, which are required under California law, the City has no specific regulations for firearms retailers. Attachment No. 1 to this report is the proposed ordinance regulating firearms dealers.

The Association of Bay Area Governments (ABAG) and the Giffords Law Center recommend adopting local regulation of firearms dealers. As reported by the Giffords Law Center:

“A September 2010 report by Mayors Against Illegal Guns concluded that routine inspections of gun dealers provide law enforcement with more opportunities to “detect potential indications of illegal gun activity, including improper recordkeeping or a dealer whose gun inventory does not match their sales records.” The report presented data showing that states that do not permit or require inspections of gun dealers are the sources of crime guns recovered in other states at a rate that is 50% greater than states that do permit or require such inspections.

Similarly, a 2009 study found that cities in states that comprehensively regulate retail firearms dealers and cities where these businesses undergo regular compliance inspections have significantly lower levels of gun trafficking than other cities. The International Association of Chiefs of Police recommends that state and local governments enact their own dealer licensing requirements because they can respond to specific community concerns, and because state and local oversight of licensees helps reduce the number of corrupt dealers.”

ABAG’s recommendations can be found [here](#). The Giffords Law Center report can be found [here](#).

The proposed ordinance will create uniform standards, ensuring that all dealers use best practices to track firearms and ammunition sales, prevent straw purchases, and prevent the theft of firearms from retailers.

As a condition of a permit, dealers would be required to comply with regulations adopted by the Chief of Police. These regulations will include provisions that will require best practices for preventing the theft of firearms and/or ammunition (including “smash and grab”), preventing straw purchases, and allow for inspections to ensure legal compliance.

The proposed ordinance would further clarify that home occupations for the sale of firearms and/or ammunition are not allowed. To the extent any existing home occupation permit allows the sale of firearms and/or ammunition in a residential neighborhood, that permit would be phased out.

COMMUNITY ENGAGEMENT: Consult

As discussed in the October 24, 2018 staff report, City staff engaged in extensive outreach to interested residents, including discussion at four City Council meetings, one ad hoc subcommittee meeting, one community forum, and extensive e-mail outreach.

ALTERNATIVE ACTIONS:

The Council could direct the City Attorney to return with a revised ordinance that includes only some of the proposed requirements.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On March 7, 2018, the City Council adopted a resolution condemning recent mass shootings and advocating for local, state, and federal measures to reduce gun violence.

On March 19, 2018, the City Council directed the City Attorney to draft ordinances requiring gun owners to report the loss or theft of a firearm; requiring the safe storage of firearms; prohibiting the possession of large capacity magazines; and requiring a local permit to conduct retail firearm and/or ammunition sales.

On May 16, 2018, the City Attorney provided an update to Council on the proposed ordinances. At that meeting, Staff was directed to conduct further outreach to the community, including a meeting with an ad hoc committee of the Council. Those community outreach efforts are discussed above.

On October 24, 2018, the City Council introduced an ordinance amending the existing "Weapons" ordinance requiring the reporting of the loss or theft of a firearms within 48 hours of discovery, requiring the safe storage of firearms when unattended, and prohibiting the possession of large capacity magazines except in limited circumstances.

FISCAL AND RESOURCE IMPACT:

Some staff time will be required for additional outreach and education. All staff time, including enforcement, will be incorporated into existing work-plans.

CEQA (California Environmental Quality Act):

The proposals set forth in this report are exempt from CEQA under Guideline §15061(b) because the actions as proposed will have no significant effect on the environment.

LINKS/ATTACHMENTS:

1. Firearm Dealers Ordinance

ORDINANCE NO. ____, NEW SERIES

AN ORDINANCE OF THE CITY OF MORGAN HILL ADDING CHAPTER 5.68 TO TITLE 5 (BUSINESS LICENSES GENERALLY) OF THE MORGAN HILL MUNICIPAL CODE TO PROVIDE UNIFORM REGULATIONS APPLICABLE TO ALL FIREARM DEALERS IN THE CITY.

THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 5.68 (Firearms Dealers) is hereby added to Title 5 (Business Licenses Generally) as follows:

FIREARMS DEALERS

Sections:

- 5.68.010 Definitions.
- 5.68.020 Permit required.
- 5.68.030 Application fee.
- 5.68.040 Administration of chapter – Application and investigation for permits.
- 5.68.050 Permit approval, renewal, suspension, conditions and revocation criteria.
- 5.68.060 Security requirements – Chief of Police authority to adopt administrative regulations.
- 5.68.070 Permit forms.
- 5.68.080 Permit duration.
- 5.68.090 Permit transition period.
- 5.68.100 Permit conditions.
- 5.68.110 Permit denial, suspension, conditioning, revocation, denial of renewal.
- 5.68.120 Appeal of adverse action.
- 5.68.130 Costs of appeal and attorneys' fees.
- 5.68.140 Permit liability insurance.
- 5.68.150 Inspection authority.
- 5.68.160 Compliance.
- 5.68.170 Temporary suspension.

5.68.010 Definitions.

The following words and phrases, whenever used in this chapter, are defined as follows:

- (a) “Applicant” means the firearms dealer as defined in this chapter who is making application to the City for a firearms dealer permit or gunsmith permit as required by Cal. Penal Code § 26700.
- (b) “Chief of Police” means the Chief of Police of the City or his/her designee charged with the administration of this chapter, subject to the administrative direction of the City Manager.
- (c) “Collector of curios and relics” means a person who is a collector of any antique firearm or any firearm that is a curio or relic as defined in Sections 178.11 et seq. of Title 27 of the Code of Federal Regulations and who only possesses a valid Bureau of Alcohol, Tobacco and Firearms Federal Firearms License of Type 03 (collectors of curios and relics).
- (d) “Engaged in business” means the conduct of a business by the selling, transferring, or leasing of any firearm; or the preparation for such conduct of business as evidenced by the securing of applicable federal and state licenses; or the holding of one’s self out as engaged in the business of selling, transferring, or leasing of firearms in quantity, in series, or in individual transactions, or in any other manner indicative of trade.
- (e) “Firearm” means any device, designed to be used as a weapon or modified to be used as a weapon, from which a projectile is expelled through a barrel by the force of an explosion or other form of combustion.
- (f) “Firearms dealer” means a person engaged in the business of selling, transferring, leasing, or advertising for sale, transfer, or lease any firearm with the exception of a Bureau of Alcohol, Tobacco and Firearms Federal Firearms License of Type 03 (collectors of curios and relics) and Type 01 (limited to those who engage only in gunsmith activities and do not conduct any sales transactions). Included in this definition are persons involved solely in the warehousing and storage of firearms.
- (g) “Gunsmith” means a person whose occupation is to design, modify, make or repair firearms. For the sales of firearms, refer to “firearms dealer” under subsection (f) of this section.
- (h) “Permittee” means the person(s) listed on the firearms dealer permit issued by the City.
- (i) “Person” means any natural person, firm, corporation, organization, company association, business trust, joint-stock company, partnership, joint venture, club, or the agent, servant, manager, officer, employee, or lessee of any of them, and any municipal, political, or governmental corporation, district, body, or agency other than the City.

5.68.020 Permit required.

- (a) Firearms Dealers. No person, partnership, cooperative, corporation, firm, or association will engage in the business of operating or managing any business in the City which sells, transfers,

leases, or offers or advertises for sale, transfer, or lease, any firearm without first obtaining a firearms dealer permit from the Chief of Police. Application for any such permit shall be made in writing to the Chief of Police in such form as shall be prescribed by him/her. The applicant shall provide all information requested, including proof of compliance with all applicable federal, state, and local laws, or the application will not be deemed complete. Persons who are collectors of antique firearms as described in Section 5.68.010(c) shall not be required to obtain and maintain a firearms dealer permit.

(b) Gunsmiths. No person, partnership, cooperative, corporation, firm, or association will engage in the business of operating or managing a business which designs, modifies, makes or repairs firearms in the City without first obtaining a gunsmith permit from the Chief of Police. Application for any such permit shall be made in writing to the Chief of Police in such form as shall be prescribed by him/her. The applicant shall provide all information requested, including proof of compliance with all applicable federal, state, and local laws, or the application will not be deemed complete.

5.68.030 Application fee.

The application shall be accompanied by a nonrefundable fee as set forth in the City of Morgan Hill master fee resolution. The fee shall include an amount necessary to cover the full cost of processing, background, issuance, inspection, enforcement, and hearing procedures.

5.68.040 Administration of chapter – Application and investigation for permits.

(a) The Chief of Police shall administer this chapter.

(b) The Chief of Police shall conduct an appropriate investigation to determine the eligibility of each owner, partner, employee, manager, officer, agent, lessee, or other responsible person engaged in the business for which the applicant is seeking a firearms dealer permit or gunsmith permit. This investigation shall be conducted for the protection of the public safety and to determine if a permit may be issued. The applicant, owner, partner, employee, manager, officer, agent, lessee, or other responsible person engaged in the business shall fully cooperate by providing necessary authorization for access to private records and information.

5.68.050 Permit approval, renewal, suspension, conditions and revocation criteria.

The Chief of Police may issue or renew a permit only if the following criteria are met. The Chief of Police is hereby authorized to adopt all necessary administrative regulations to carry out the intent of this section including, but not limited to, the imposition of additional criteria. The Chief of Police may deny a new permit or suspend, revoke or impose reasonable conditions for issuance or renewal of an existing permit for failure to meet the following criteria:

(a) Applicants must be at least 21 years old.

- (b) The applicant must hold all required federal, state and local licenses and authorizations.
- (c) The applicant has no prior revocation, or denial of similar permit, for good cause within the last two years.
- (d) The applicant has provided accurate statements of fact on his/her application.
- (e) The applicant must have paid all applicable fees as provided in the City of Morgan Hill master fee resolution.
- (f) The applicant is free of a conviction for any of the following offenses:
 - (1) Any offense that would disqualify the applicant from owning or possessing a firearm under federal, state and local laws.
 - (2) Any offense related to the manufacturing, sale, possession, use, or registration of any firearm or dangerous or deadly weapon.
 - (3) Any offense involving the use of force or violence against the person of another.
 - (4) Any offense involving the manufacturing, sale, possession, or use of any controlled substance as defined in the California Health and Safety Code.
- (g) The applicant is not an unlawful user of any controlled substance as defined by the California Health and Safety Code, or an excessive user of alcohol to the extent that it would impair his/her ability to be a dealer in firearms.
- (h) The applicant is not a mental patient in a hospital or institution, or on leave of absence from any hospital or institution, or adjudicated by a court to be a danger to others as a result of a mental disorder or illness, or a mentally disordered sex offender, or suffers from any psychological disturbance which would impair his/her ability to be a firearms dealer.
- (i) The applicant proposes to operate the business in a manner which complies with all federal, state, and local laws.
- (j) The applicant operates his or her business:
 - (1) Within a zoning district where the proposed use is permitted by zoning regulations; or
 - (2) Within a zoning district where applicant has obtained required permits or approvals as prescribed by this code and general law.
- (k) The applicant can provide evidence of possessory interest in the property at which he/she proposes to conduct business.

5.68.060 Security requirements – Chief of Police authority to adopt administrative regulations.

Firearms security regulations shall be adopted as provided in this section.

(a) The primary objectives of this chapter are to discourage theft from the premises of firearms dealers, to provide a safe and secure facility for storage and sale of firearms, and to ensure that firearms dealers use best practices to prevent the sale of firearms to unauthorized purchasers. To this end the permittee shall comply with all firearms dealer regulations prescribed by the Chief of Police. The Chief of Police is hereby authorized to adopt all necessary administrative regulations to carry out the intent of this chapter.

(b) The Chief of Police shall adopt firearms security regulations requiring, but not limited to, the following:

(1) The provision of secure locks, windows and doors, adequate lighting and an alarm security system in accordance with permitted City security regulations and/or specified by the Chief of Police.

(2) The storage of all firearms on the premises out of reach of customers in secure, locked locations, so that the access to the firearms is controlled by the dealer and/or owner, partner, employee, manager, officer, agent, lessee, or other responsible person engaged in the business and to the exclusion of others. Storage of ammunition, gunpowder or other flammable or explosive material shall be in accordance with the Uniform Fire Code and the City's hazardous materials management ordinance (Chapter 8.40).

(3) Training requirements to detect and prevent straw purchases, where a person buys a firearm for someone who is prohibited from firearms possession.

5.68.070 Permit forms.

All permits issued pursuant to this chapter shall be in a form prescribed by the Attorney General of the state.

5.68.080 Permit duration.

(a) All permits issued pursuant to this chapter shall expire one year after the date of issuance, unless suspended or revoked prior to the expiration date.

(b) All permits issued pursuant to this chapter shall be subject to renewal after one year. The permittee shall file a renewal application and pay all applicable fees as specified in the City of Morgan Hill master fee resolution. Such application will then be reviewed by the Chief of Police for compliance with the provisions of this chapter. A permit will be issued by the Chief of Police for a renewal application which meets the provisions specified in this chapter. The permit will be valid for one year.

(c) Applications for renewal of an existing valid permit must be completed and received by the Chief of Police, in completed form, no later than 30 days prior to the expiration of the current permit.

5.68.090 Home Occupation Permit transition period.

- (a) A federally licensed firearms dealer possessing a home occupation permit for the sale of firearms from his/her residence will be required to cease selling firearms from his or her home by December 31, 2021. A residentially based firearms dealer shall be subject to all provisions specified in this chapter; however, such dealer shall be exempted from the requirement for liability insurance.
- (b) A federally licensed firearms dealer conducting business as a gunsmith from a residence under a home occupation permit will be permitted to continue to operate in the manner prescribed in this chapter.

5.68.100 Permit conditions.

- (a) All permits issued pursuant to this chapter shall be subject to the following conditions. The violation of any of the listed conditions will be grounds for suspension or revocation of the permit by the Chief of Police.
 - (1) No firearms dealer permit will be issued to a person engaged in the business of selling, transferring, leasing, or advertising for sale, transfer, or lease any firearm from a residence.
 - (2) The business shall be conducted only in the building located at the street address indicated on the permit.
 - (3) The sales of firearms shall be conducted only by the person(s) listed on the firearms dealer permit issued by the City, known as the “permittee.” If the permittee is to be assisted by another person such as an owner, partner, employee, manager, officer, agent, lessee, or other responsible person engaged in the business of the sale of firearms, these individuals must be reviewed under the requirements of Section 5.68.050(a), (e), (f), (g), and (h).
 - (4) The assignment of any permit issued pursuant to this chapter is unlawful and any such assignment shall render the permit null and void. In addition, the attempt to transfer or assign any permit issued pursuant to this chapter shall be further grounds for revocation.
 - (5) The permittee shall comply with Cal. Penal Code §§ 27510, 28050-28070, 28100, 28105, 28150-28180, and 28200-28250, to the extent that the provisions remain in effect.
 - (6) The permittee shall comply with all sections of this chapter.
- (b) Any permit pursuant to this chapter shall be subject to additional conditions as the Chief of Police deems reasonably related to the purpose of this chapter.

5.68.110 Permit denial, suspension, conditioning, revocation, denial of renewal.

(a) The Chief of Police may deny a new permit application or suspend, modify, revoke or deny renewal of an existing permit for failure of the applicant or permittee to satisfy any of the criteria provided in Sections 5.68.050, 5.68.060, 5.68.090, 5.68.100, 5.68.140 and 5.68.150.

(b) Any decision to deny a new permit application, suspend, revoke, modify or deny renewal of an existing permit shall be given to the applicant or permittee in writing, addressed to the permittee or applicant at the address on the application, and shall set forth the factual and legal grounds for the decision.

5.68.120 Appeal of adverse action.

(a) Within 30 days after the date of deposit of the decision of the Chief of Police in the mail in accordance with Section 5.68.110, the applicant or permittee may appeal the decision in writing to the City Manager, setting forth the factual and legal grounds for appeal.

(b) The City Manager (or designee) shall:

- (1) Set a time and place for the hearing on the appeal;
- (2) Appoint a City hearing officer to conduct a hearing; and
- (3) Notify the applicant or permittee in writing of such date and time not later than 30 days from the date the appeal was received by the City Manager.

(c) The hearing shall be conducted within 45 days from the date the appeal was received by the City Manager. In any hearing under this section, the applicant shall bear the burden of proof to establish entitlement to the requested permit by a preponderance of the evidence.

(d) After hearing the appeal, the City hearing officer may:

- (1) Refer the matter back to the Chief of Police for a new investigation and decision consistent with direction provided by the hearing officer;
- (2) Affirm the decision of the Chief of Police;
- (3) Approve the application for a permit subject to any conditions the hearing officer may prescribe; or
- (4) Approve the application for a permit without conditions.

(e) The decision of the City hearing officer shall be the final administrative determination and is subject to judicial review.

5.68.130 Costs of appeal and attorneys' fees.

In any appeal hearing conducted under this chapter, the City hearing officer shall award all costs of the hearing, including direct and indirect staff costs and overhead, hearing officer costs and attorneys' fees, to the City whenever the City prevails.

5.68.140 Permit liability insurance.

(a) No firearms dealer permit shall be issued or renewed pursuant to this chapter unless there is in full force and effect prior to issuance of a permit or renewal a policy of insurance in such form that the City Attorney and City Risk Manager deem proper, executed by an insurance company approved by the City Attorney whereby the applicant or permittee is insured against liability for damage to property and for injury to or death of any person as a result of the sale, transfer or lease, or advertising for sale, transfer or lease, or advertising for lease, any firearm. The minimum liability limits shall not be less than \$1,000,000 for damages to or destruction of property in any one incident, and \$1,000,000 for the death or injury of any one person; provided, however, that additional amounts may be required by the City Attorney if deemed necessary. Person(s) engaged in the business of operating or managing a gunsmith business which designs, modifies, makes or repairs firearms will not be required to obtain and maintain liability insurance as discussed in this section.

(b) The policy of insurance shall name the City, its officers, agents and employees as additional insureds. Applicants and permittees shall indemnify, defend and hold harmless the City, its officers, agents, and employees from claims arising from the negligence of the applicant or permittee. Such policy of insurance shall contain an endorsement providing that the policy will not be canceled until notice in writing has been given to the Chief of Police 60 days prior to cancellation.

(c) A federally licensed firearms dealer possessing a home occupation permit shall be exempted from this requirement.

5.68.150 Inspection authority.

The Chief of Police or his/her designee shall have the right to enter any firearms dealer establishment from time to time during regular business hours to make reasonable inspections to ascertain whether the provisions of this chapter are being complied with. A warrant shall be obtained whenever required by law.

5.68.160 Compliance.

Any person engaging in the business of selling, transferring, or leasing, or advertising for sale, transfer, or lease, or offering for sale, transfer, or lease, any firearm on the effective date of this chapter shall have 60 days from the effective date to comply with the provisions of this chapter.

5.68.170 Temporary suspension.

- (a) If a firearm dealer violates any federal, state or local county or City law, the Chief of Police may immediately suspend the right of the dealer to sell firearms.
- (b) The temporary suspension will not exceed three days. If the violation results in a criminal charge brought in federal or state court, such permit to sell firearms may be suspended until the case is adjudicated in a court of law.
- (c) Notice of suspension and rights to appeal and costs shall be the same as provided in Sections 5.68.110, 5.68.120 and 5.68.130.

SECTION 2. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 3. Effective Date; Posting. This Ordinance shall take effect on _____, 2018. The City Clerk is hereby directed to publish this Ordinance or a summary thereof pursuant to Government Code Section 36933.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 28TH DAY OF NOVEMBER 2018 AND WAS FINALLY ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 5TH DAY OF DECEMBER, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
 NOES: COUNCIL MEMBERS:
 ABSTAIN: COUNCIL MEMBERS:
 ABSENT: COUNCIL MEMBERS:

APPROVED:

 STEVE TATE, Mayor

ATTEST:

DATE:

 IRMA TORREZ, City Clerk

∞ CERTIFICATE OF THE CITY CLERK ∞

I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. xxxx, New Series adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 5th day of December 2018.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

 IRMA TORREZ, City Clerk



CITY COUNCIL STAFF REPORT

MEETING DATE: November 28, 2018

PREPARED BY: Jim Rowe, Contract Planner
APPROVED BY: City Manager

ZA2018-0006: HALF - TRUMARK: ZONING AMENDMENT TO AMEND THE ZONING MAP DESIGNATION FOR TWO PARCELS FROM R-2 3,500/PD TO RAL-3,500. THE PROPERTIES, IDENTIFIED BY ASSESSOR PARCEL NUMBER(S) 728-30-003 AND -004, ARE LOCATED ON THE NORTHERLY SIDE OF HALF ROAD BETWEEN CONDIT ROAD AND MISSION VIEW DRIVE (LLAGAS LLC, OWNER)

RECOMMENDATION(S)

1. Open/close public hearing;
2. Waive the first and second reading of the ordinance approving zoning amendment;
and
3. Introduce the ordinance.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment
Preserving and Cultivating Public Trust

GUIDING DOCUMENTS

General Plan/Housing Element

REPORT NARRATIVE:

In July 2016, the City of Morgan Hill adopted the 2035 General Plan. The 2035 General Plan Land Use Map amended the land use designation on the two properties (APNs 728-30-003 and -004) located on the northerly side of Half Road between Condit Road and Mission View Drive from Multi-Family Low (5-14 du/ac) to Residential Attached Low (6-16 du/ac). The applicant is requesting to amend the zoning of the 16.28-acre site from R-2 3,500/PD (Planned Development) to RAL-3,500 to be consistent with the General Plan land use designation. (The City confirmed with the applicant the request is for RAL-3,500, not RAL-3,000 as stated in the letter included in the Planning Commission materials – see link below).

The current Planned Development (PD) zoning was established upon annexation of the subject property in 1999 via Ordinance No. 1427 (see attachment), New Series and Precise Development Plan. Uses allowed by right in accordance with the PD were limited to long term care and skilled nursing facilities for the elderly. The project was never developed and the current property owner is requesting the zoning amendment to

conform to the 2035 General Plan Land Use Map to allow for participation in the RDCS competition for future residential development.

COMMUNITY ENGAGEMENT: Involve

Per Planning Commission direction, the mailed public notice for the proposed project was extended from 300 to 600 feet of the project. Standard newspaper legal noticing also occurred for the minimum 10-day period and a sign was posted at the property location pursuant to the Zoning Code requirements.

ALTERNATIVE ACTIONS:

The City Council could decide to deny the zoning amendment. The current Planned Development (PD) zoning and precise development plan would continue to apply and would limit use of the site to development of elderly care facilities.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On October 23, 2018, the Planning Commission considered the application request to rezone two parcels totaling 16.28 acres from R-2 3,500/PD to RAL-3,500. The Commission voted 6-1 to recommend rezoning the two parcels to RAL-3,500 with Commissioner Martinez Beltran voting no. The Commission action included direction to staff to expand the public hearing mailing to property owners from 300 feet to within 600 feet of the project site. The expanded mailing was completed for the November 28, 2018 City Council meeting.

FISCAL AND RESOURCE IMPACT:

Application fees were collected to cover the cost of processing the zoning amendment.

CEQA (California Environmental Quality Act):

An Environmental Impact Report (EIR) for the Morgan Hill 2035 Project was prepared in accordance with the California Environmental Quality Act (CEQA) and certified by the Morgan Hill City Council on July 27, 2016 (SCH#2015022074). CEQA Guideline Section 15183 mandates that projects consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. A development project is not proposed at this time. This is a rezone of the property consistent with the General Plan land use. There are no new environmental effects peculiar to the property or the project site and no new information that would require additional environmental review.

LINKS/ATTACHMENTS:

1. Ordinance
2. Exhibit A
3. Exhibit B Zoning Plat
4. October 23, 2018 Planning Commission Staff Report (web link)
5. Planned Development Ordinance No 1427

ORDINANCE NO. ____, NEW SERIES

**AN ORDINANCE OF THE CITY OF MORGAN HILL
APPROVING ZONING AMENDMENT ZA 2018-0006
CHANGING THE ZONING DESIGNATION OF AN
APPROXIMATELY 16.28-ACRE SITE LOCATED ON THE
NORTH SIDE OF HALF ROAD BETWEEN CONDIT ROAD
AND MISSION VIEW DRIVE (ASSESSOR PARCEL
NUMBERS 728-30-003, -004) FROM R-2 3,500/PD PLANNED
DEVELOPMENT DISTRICT TO RAL-3,500 RESIDENTIAL
ATTACHED LOW DISTRICT**

WHEREAS, Trumark Properties, LLC applied for rezoning of the property located at 1105 Half Road, APN 728-30-003, - 004 on behalf of the owner of the properties, Llagas Road LLC (“Owner”), from R-2 3,500/PD Planned Development District to RAL-3,500 Residential Attached Low District to be consistent with the General Plan;

WHEREAS, the General Plan designates the two above-referenced parcels as Residential Attached Low;

WHEREAS, such application was considered by the City Council at their regular meeting of November 28, 2018; and

WHEREAS, the project site was reviewed as part of Master Environmental Impact Report for the 2035 General Plan update and has been found consistent with the requirements of the California Environmental Quality Act. No new environmental effects peculiar to the property or the project and no new information has been identified, and thus additional environmental review is not required pursuant to Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183; and

WHEREAS, the Zoning Amendment complies with the General Plan as required by Government Code Section 65860; and

WHEREAS, testimony received at a duly-noticed public hearing, along with exhibits and drawings and other materials have been considered in the review process.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES ORDAIN AS FOLLOWS:

SECTION 1. The proposed zoning amendment is consistent with the General Plan and any applicable specific plan as provided by Government Code Section 65860. RAL-3,500 zone district is a corresponding zone district for the Residential Attached Low General Plan designation. The proposed zoning amendment from R-2 3,500/PD to RAL-3,500 Residential Attached Low would conform to the site's Residential Attached Low-Density General Plan designation.

SECTION 2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City as provided in Section 18.114.060 of the Morgan Hill Municipal Code. Amending the site zoning may allow future residential development consistent with the City's General Plan land use diagram and General Plan goals and policies related to the provision of an adequate housing supply.

SECTION 3. The affected site is physically suitable in terms of design, location, shape, size, and other characteristics to ensure that the permitted land uses, and development will comply with the Zoning Code and General Plan and contribute to the health, safety, and welfare of the property, surrounding properties, and community at large as provided in Section 18.114.060 and as described in the October 23, 2018 Planning Commission Report on the application.

The subject properties are adjacent to existing urban development to the north. City utilities, including sewer, water and storm drainage facilities are in DePaul Drive to the north. City water service also extends to Half Road on the south side of the site. The combined 16.28 acres is sufficient in size to accommodate future residential development consistent with the General Plan and zoning. The site is similar in characteristics (level ground and devoid of any significant ground features) to the residential zoned property to the east on Mission View Drive.

SECTION 4. Additional environmental review is not required pursuant to Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183.

SECTION 5. The City Council hereby approves amendment to the City zoning map changing the zoning designation from R-2 3,500/PD Planned Development to the RAL-3,500 Residential Attached Low-Density Residential District to the site described attached hereto, as Exhibit "A", Legal Description and Exhibit "B" Zoning Plat and by this reference incorporated herein.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 28TH DAY OF NOVEMBER, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 5TH DAY OF DECEMBER AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

**AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:**

APPROVED:

STEVE TATE, Mayor

ATTEST:

DATE:

IRMA TORREZ, City Clerk

⌘ CERTIFICATION ⌘

I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____ New Series, adopted by the City Council of the City of Morgan Hill, California at its regular meeting held on the 5th day of December, 2018.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

IRMA TORREZ, City Clerk

Attachment: Ordinance [Revision 1] (2051 : Zoning Amendment Half-Trumark)

"EXHIBIT A"**Rezoning Lands of Llagas LLC, A Limited Liability Company,
Being Part of Ordinance No. _____, New Series**

All that real property situated in the City of Morgan Hill, County of Santa Clara, State of California, being all of "Parcel 1", all of "Parcel 2" and a portion of "Half Road", as shown on the Parcel Map filed August 15, 1969 in Book 258 of Maps, at Page 3, Records of Santa Clara County, California, being more particularly described as follows:

Beginning at the northeast corner of said "Parcel 1"; thence along the northeast line of said "Parcel 1" and it's southerly extension, S35°40'08"E, a distance of 1,676.09 feet to the southeast line of said "Half Road"; thence along said southeast line, S46°06'04"W, a distance of 430.98 feet to the intersection said southeast line of "Half Road" with the southerly extension of the southwest line of said "Parcel 1"; thence along said southwest line of "Parcel 1" and it's southerly extension, N35°38'56"W, a distance of 1,715.53 feet to the northwest line of said "Parcel 2"; thence along said northwest line, N51°20'25"E, a distance of 426.52 feet to the **Point of Beginning**.

Containing 722,812 square feet or 16.59 acres, more or less.
As shown on "Exhibit B", attached hereto and made a part hereof.

END OF DESCRIPTION.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Bryan Pierce, PLS 8859 Date
Expires: 12/31/2019

Attachment: Exhibit A (2051 : Zoning Amendment Half-Trumark)



ORDINANCE NO. 1427, NEW SERIES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL PREZONING 16.275 ACRES ON THE NORTH SIDE OF HALF ROAD, ADJACENT TO THE SOUTH SIDE OF ST. LOUISE HOSPITAL FROM COUNTY AGRICULTURAL TO PUD, PLANNED UNIT DEVELOPMENT, FOR THE DEVELOPMENT OF ELDERLY CARE FACILITIES. THE NORTHERLY 10 ACRES OF THE SITE WILL BE DEVELOPED AS A 300-UNIT (600 PERSON MAX.) SKILLED NURSING FACILITY. THE SOUTHERLY 6 ACRES WILL BE LIMITED TO OTHER TYPES OF ELDERLY CARE (APNs 728-30-03 & 04).

WHEREAS, application ZA 98-13: Half Rd.- Hann was considered by the City Council at their regular meeting of April 7, 1999; and

WHEREAS, testimony received at a duly-noticed public hearing, along with exhibits and drawings and other materials have been considered in the review process.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY ORDAIN:

- SECTION 1.** The proposed zoning amendment is consistent with the Zoning Ordinance and the General Plan.
- SECTION 2.** The zone change is required in order to serve the public convenience, necessity and general welfare as provided in Section 18.62.050 of the Municipal Code.
- SECTION 3.** An environmental initial study has been prepared for this application and has been found complete, correct and in substantial compliance with the requirements of California Environmental Quality Act. A Negative Declaration will be filed.
- SECTION 4.** The City Council amends the zoning ordinance map as described in attached Exhibit "A" and as shown on attached Exhibit "B" to designate the subject property PUD.
- SECTION 5.** The City Council approves a preliminary plan for the 300 unit elderly care facility on a 10-acre area as shown in that certain series of documents consisting of a site plan and description of the proposed use dated March 1999 attached as Exhibit D. The northerly 10 acres of the property shall

ORDINANCE NO. 1427, NEW SERIES

Page 2-

develop in a manner generally consistent with that site plan and description of proposed uses. In addition, development of the entire property shall occur in a manner consistent with the PUD Guidelines attached hereto as Exhibit C. The development of the southerly 6 acre portion of the site shall be limited to elderly care facilities. A precise development plan shall be approved by the City Council prior to Site and Architectural Review approval for any and all buildings to be constructed on the property.

This ordinance was introduced at a meeting of the City Council of the City of Morgan Hill held on the 7th day of April 1999, and was finally adopted at a meeting of said Council on the 21st day of April, 1999; by the following vote:

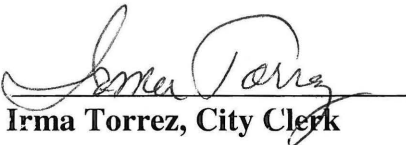
AYES: **COUNCIL MEMBERS:** **Kennedy, Sellers, Tate**

NOES: **COUNCIL MEMBERS:** **None**

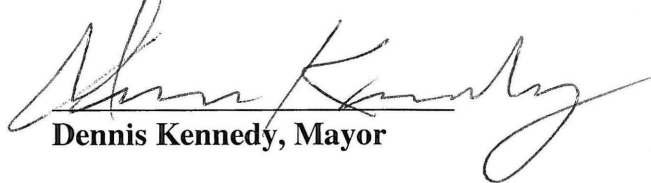
ABSTAIN: **COUNCIL MEMBERS:** **Cook**

ABSENT: **COUNCIL MEMBERS:** **Chang**

ATTEST:


Irma Torrez, City Clerk

APPROVED:

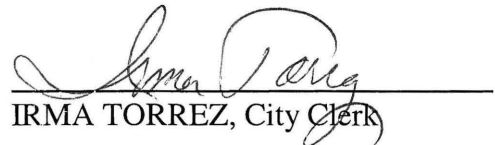

Dennis Kennedy, Mayor

CERTIFICATE OF THE CITY CLERK

I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 1427, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 21st day of April, 1999.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: 5-6-99


IRMA TORREZ, City Clerk

Attachment: Planned Development Ordinance No 1427 (2051 : Zoning Amendment Half-Trumark)

DESCRIPTION

1

All that certain Real Property in the Unincorporated Area, County of Santa Clara, State of California, described as follows:

PARCEL ONE

All of Parcel 1, as shown upon that certain Parcel Map of a portion of the Rancho Laguna Seca, which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on August 15, 1969, in Book 258 of Maps, at Page 3.

PARCEL TWO

A non-exclusive easement for the installation and maintenance of water pipe lines, along the Northeasterly 15.00 feet of the following described Parcel of Land:

Beginning at the most Southerly corner of that certain 32.824 Acre Parcel of Land shown on that certain record of survey recorded in Book 70 of Maps, at Page 52 in the Office of the Recorder of Santa Clara County; thence from said Point of Beginning; North 36 deg 22' 20" West, 354. 2 feet to the True Point of Beginning of this description; thence from said True Point of Beginning along the following course and distances; North 36 deg 22' 20" West, 270.81 feet; South 50 deg 54' 33" West, 386.11 feet; South 36 deg 21' 30" East, 270.81 feet; North 50 deg 54' 34" East, 386.17 feet; to the True Point of Beginning of this description.

PARCEL THREE

All of Parcel 2, as shown upon that certain Parcel Map of a portion of the Rancho Laguna Seca, which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on August 15, 1969 in Book 258 of Maps, at Page 3.

PARCEL FOUR

A non-exclusive easement for Ingress and Egress and for the installation and maintenance of public utilities appurtenant to the above-described Parcel One over a strip of land 40.00 feet in width, the Northeasterly line of which is described as follows:

Beginning at an iron pipe set at the Southernmost corner of that certain 32.83 Acre Tract of Land described in the Deed from Thomas Nom, et ux, to Der Sang, dated July 26, 1945, recorded October 18, 1945, in Book 1298 Official Records, Page 253, Santa Clara County Records, in the Northwesterly line of Half Road, as said Road is shown upon that certain Map entitled, "Record of Survey Part of Rancho Laguna Seca", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on July 2, 1956 in Book 70 of Maps, at Page 52; thence from said Point of Beginning, North 45 deg 23' East along said Northwesterly line of Half Road for a distance of 40.42 feet to the True Point of Beginning of the easement to be described; thence from said True Point of Beginning North 36 deg 21' 30" West and parallel with the Southwesterly line of said 32.83 Acre Tract for a distance of 663.36 feet more or less to the

Attachment: Planned Development Ordinance No 1427 (2051 : Zoning Amendment Half-Trumark)

DESCRIPTION

2

terminus of said easement.

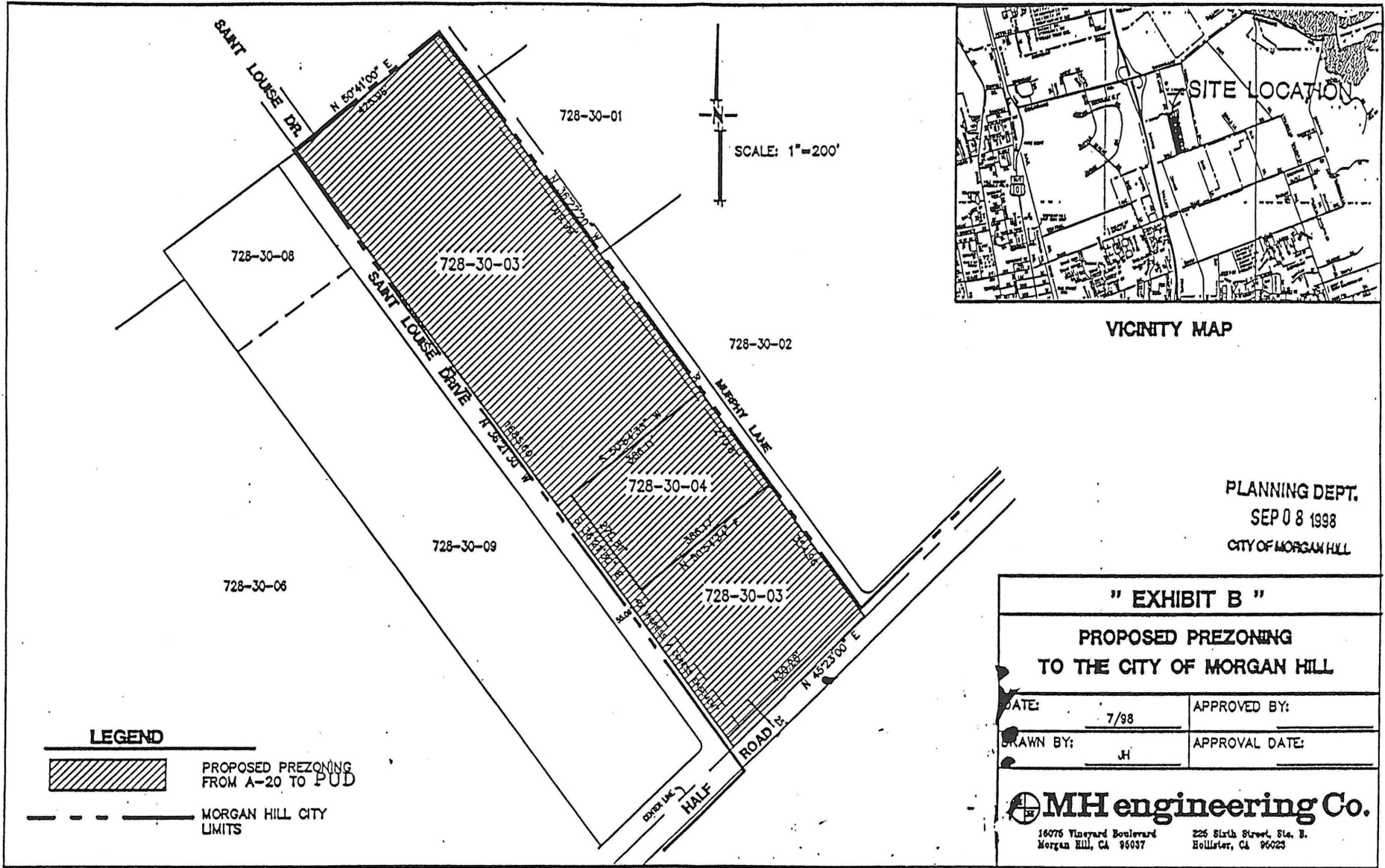
PARCEL FIVE

A non-exclusive easement for the installation and maintenance of water pipe lines appurtenant to the above-described Parcel One, over a strip of land 15.00 feet in width, the center line of which is described as follows:

Beginning at the most Northeasterly corner of that certain 16.275 Acre Parcel of Land conveyed to Anthony and Prudy Alberti from C. P. Alberti and shown on that certain Record of Survey recorded in Book 70 of Maps, at Page 52 in the Office of the Recorder of Santa Clara County; thence from said Point of Beginning South 50 deg 41' West 7.50 feet to the True Point of Beginning of this description; thence from said True Point of Beginning along the following courses and distances; South 36 deg 22' 20" East 1298.30 feet; South 50 deg 54' 34" West 378.67 feet to the terminus point of easement.

Attachment: Planned Development Ordinance No 1427 (2051 : Zoning Amendment Half-Trumark)

CA\JOBS\98096\ANX 09/04/98 13:17



Attachment: Planned Development Ordinance No 1427 (2051 : Zoning Amendment Half-Trumark)

Ordinance No. 1427, New Series**Amended 4-7-99****Exhibit C**

Hann-Elderly Care
P U D G U I D E L I N E S

Allowed Uses/General Provisions

1. Uses allowed within the PUD shall include long term care and skilled nursing facilities for the elderly and shall exclude the development of residential units. The development standards of the PUD include Parking and Paving standards in Chapter 18.50 and PUD standards contained in chapter 18.30 of the Morgan Hill Municipal Code. Any other uses to be considered within the PUD other than those stated above, shall be considered as conditional uses if determined by the Planning Commission to be consistent with the permitted uses in the PUD.
2. The PUD guidelines shall be included within the declaration of covenants, conditions and restrictions.
3. A precise development plan shall be approved by the City Council prior to Site and Architectural Review approval. All final development plans shall be subject to architectural and site review approval by the City of Morgan Hill.
4. As part of the development of any use within the PUD, Saint Louise Dr. shall be completed to a half street standard through to Half Rd.

Design Theme

1. The general aesthetic character of the building exteriors is intended to be a Mediterranean/Spanish style architectural theme, a theme consistent with the hospital architecture. Some characteristics of this theme are as follows:
 - a. Use of structural, architectural design elements, i.e. corridors, arches, columns, trellises, large beams and extended eaves.
 - b. Strong textured look, using wood board, wood eaves, batten exterior, stone, color etc.
 - c. Strong feeling of overhead treatment such as roof overhangs and covered walkways.
 - d. Earthen colors. Colors range from greys, yellows, bone, browns, rust.
 - e. Wall relief (graphics, three dimensional design, etc.)
 - f. Strong window statement (treatment of frame, wood mullions and border.)
 - g. No franchise architecture shall be permitted. Building designs shall incorporate the architectural elements identified in the architectural theme, in order to achieve the desired design objectives of the PUD and to create building projects that are unique to the City of Morgan Hill.

Ordinance No. 1427, New Series
PUD Guidelines
ZA 98-13: Half Rd.-Hann
Page 2

- h. Materials, textures, colors and details shall be appropriate expressions of its design concept and function, and the same shall be compatible with the commercial structures and function of the community.
 - i. The architectural theme of the PUD shall be Mediterranean/Spanish in design, and shall incorporate architectural features/elements such as heavy timber, arches, covered walkways, extended or detailed rafters, wrought iron details and rough troweled stucco finish. The number of materials on the exterior elevation shall be limited to prevent visual overload.
 - j. Roof materials shall be colored roof tiles, satin finish (non-glossy), flat or barrel or "s" type.
 - k. Material, textures, colors details of construction should be an appropriate expression of the design concept and function, and the same should be compatible with adjacent and neighboring structures and functions.
2. All exterior wall elevations visible from and/or facing roadways shall have architectural treatment. No building surface fronting on a roadway shall have a flat, void surface without architectural treatment.
 3. Any structures within the facility(ies) may be no more than two-story in appearance. All buildings shall contain a full roof element with a peak. No flat roof styles shall be allowed.
 4. Buildings at the front setback shall provide public access. A two-story height limitation is to be applied to other uses and buildings within the PUD.
 5. The design shall be compatible with the immediate environment and provide harmonious transition between various commercial and residential uses.
 6. Roof lines shall vary in height, and shall incorporate a maximum of two varying roof types, including hip, gable, or flat.
 7. Structures shall incorporate breaks in horizontal planes by stepping or staggering setbacks and recessing windows and entrances, to provide substance and scale.
 8. Doors and windows shall be enhanced by use of various sizes and shapes, and highlighted by the use of accent trim (e.g. molding, pop-out or wood trim). The design shall be complementary to the architectural style of the project.

Ordinance No. 1427, New Series
PUD Guidelines
ZA 98-13: Half Rd.-Hann
Page 3

9. Mechanical and utility equipment shall be located below the roof line or parapet wall and out of public view. Location within the building or at ground level is preferred to roof-mounting. When such equipment cannot be so located, all roof-mounted mechanical equipment or duct work which project vertically above the roof or roof parapet shall be screened by an enclosure which is detailed consistently with the building design.
10. Gutters and down spouts shall be designed elements of the project. Gutters and down spouts that are designed with parapet walls shall be located interior to the wall when adjacent to a roadway frontage. All other gutters and down spouts that cannot be located interior to the wall shall be treated to blend into the facade to which it is attached, unless used as a major design element, in which case the color shall be consistent with the color schemes of the building.
11. The design should be compatible with the immediate environment of the site, including the street scape.
12. The design should be compatible with future construction, both on and off site.
13. The design should produce harmonious transitions both in scale and character in area between designated land uses.
14. No mechanical equipment is to be exposed on the wall surface of a building.
15. Facade architectural treatment shall be applied to all building elevations with the same degree of detail as the building entrance.

Site Planning

1. All outdoor storage of goods, commercial vehicles, materials or equipment shall be visually screened up to 8 ft. in vertical height. The screening shall be designed as an integral part of the building design and site layout. Said screening shall form a complete opaque screen up to eight (8) feet in vertical height. Chain link fencing with wood inserts is not an acceptable manner of screening.
2. Trash enclosures shall be constructed of solid masonry material, consistent with the buildings on-site, and shall be a minimum 6 ft. in height, with solid view obstructing gates. Trash enclosure shall be located in inconspicuous locations.
3. Fences and walls shall be designed to be compatible with the surrounding landscape and architectural concept.

Ordinance No. 1427, New Series
PUD Guidelines
ZA 98-13: Half Rd.-Hann
Page 4

4. Access to the property and circulation thereon should be safe and convenient for pedestrians, cyclists and vehicles.
5. The amount and arrangement of open space and landscaping should be appropriate to the design and function of the structure.
6. Landscaping should be compatible with and complement the site planning as well as the design of the building.
7. Vertical and horizontal sight lines should be sufficient to ensure safe vehicular, as well as pedestrian movement. Parking shall be screened from roadways.
8. Provisions for connecting driveways and walkways with adjacent property owners are to be provided for in each design.
9. Parking lots are to be designed to include curb planters around existing trees where possible.
10. Compressors shall be screened by a wall or fence and be located below the fascia and/or roof line of the building. Further, they shall be located on the rear or hidden side of the building and shall be painted to match the surface to which attached, if that surface is visible.

Parking and Loading/Circulation

1. All parking shall be screened from public view through the use of berming, hedge row planting, shrubs, trees, fences or walls, or any combination thereof, provided that not more than 35% of the total screening shall consist of fences or walls. Screening shall be a minimum 3 ft. in height at time of installation.
2. Parking stalls shall not be located along the front of a major retail building (8,000 sq. ft. or greater).
3. No angled parking or one way drive aisles shall be utilized in the parking lot.
4. A maximum of one-third of total parking shall be allowed to front the main access road, or be located in front of the main development frontage.

Ordinance No. 1427, New Series
PUD Guidelines
ZA 98-13: Half Rd.-Hann
Page 5

5. Parking areas shall be designed to include provision for pedestrian walkways to provide access to building entrances. Walkways that cross traffic lanes shall have special design features such as raised an/or textured pavement, narrowed roadway, or combination thereof. Walkways shall be provided through landscaped areas to protect landscaping from foot traffic damage.
6. Parking areas of adjoining property owners shall be located to utilize shared or reciprocal access and shared parking whenever possible.
7. Loading docks are not permitted. No more than two ground level roll-up doors shall be allowed in the delivery areas.
8. Truck deliveries shall be limited to 7 a.m. to 7 p.m. Monday through Saturday.
9. Loading areas shall be screened from view by a solid wall. The wall shall be architecturally treated and screened with landscaping. Loading areas shall not be located adjacent to or visible from a public right of way.
10. The overall design of the project shall allow for safe and a free unrestricted flow of vehicular flow and pedestrian traffic from one lot to another.
11. Cross access easements and drive aisles shall be provided throughout the PUD.
12. Drive aisles shall allow for complete circulation around the perimeter of the PUD, with sufficient width for emergency vehicles, and shall not include dead end drive aisles.
13. PUD driveways shall align with those across the street.
14. Drive aisles shall align and be situated perpendicular to the main building frontage.
15. Adequate auto stack-up areas of at least 40 ft. shall be designed to permit a minimum of two cars to enter the parking lot area without obstructing either street through traffic or vehicle backup areas within the parking lot.
16. The number of curb cuts connecting the site with collector or arterial streets shall be minimized.
17. Mutual access easements and mutual driveways shall be used to minimize paved areas and curb cuts.

Ordinance No. 1427, New Series**PUD Guidelines****ZA 98-13: Half Rd.-Hann****Page 6**

18. A minimum of a 5 ft. wide walkways shall be provided around architectural features to provide a visual of pedestrians crossing into the drive aisle from the store fronts.
19. Access to property and circulation shall be safe and convenient for pedestrians and vehicles. Vertical and horizontal sight lines shall be sufficient to ensure safe vehicular and pedestrian movements.

Grading

1. The grading and pad elevation of all site improvement shall be to the minimum extent possible. Excessive grading and fill shall not be permitted.

Landscaping

Design criteria for landscaping shall be consistent through out the PUD. Each development within the PUD shall follow the requirements contained herein when preparing their landscaping plans. Additional landscaping design criteria is available from the City of Morgan Hill, Planning Division.

1. The general characteristics of the plant palette is combination of year round color and textural interest. The plants were selected on the basis of their color combinations, growth patterns, low maintenance and water conservation characteristics. At time of installation the tree sizes will be a combination of 15 gallon and 24 inch box material and shrubs will be 5 gallon.
2. The street trees shall be consistent with the City Morgan Hill Master Street Tree program.
3. The perimeter planted areas shall be mounded about 3 ft. high to minimize the parking lot.
4. Accent planting of flowering groundcover, ornamental grasses and a grouping spring flowering plum trees occur at the street intersections.
5. A canopy like tree shall be planted in the parking lot planter islands to produce shade. Parking islands shall also include a variety of low ornamental grasses and flowering shrubs.

Ordinance No. 1427, New Series
PUD Guidelines
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Page 7

6. Landscape setbacks on St. Louise Dr. and Mission View Dr. shall be a minimum of 30 ft. wide (as measured from property line) and shall include minimum 3-ft. berms, trees and shrubs. Where the landscape setback parallels a public right of way, the 30 ft. dimension may include the 10 ft. back of curb dimension. Landscape setbacks on the north and east side of the PUD shall be 15 ft. wide (as measured from property line) and shall include berms, trees and shrubs.
7. A minimum of 65 % of the total building perimeter length shall be landscaped (including trees and planters) adjacent to and around each building, with emphasis placed along the primary building frontage.
8. Landscaping at the entrance of a building shall include box size and/or accent trees to create a focal point to help direct people to the building entrance.
9. All shrub planting shall be a minimum of 5 gallon size.
10. Native oaks and field stones shall be incorporated into the landscape plan.
11. A minimum of 10% of each parking area shall be landscaped. Required front setback and perimeter planting areas shall not be counted in the 10% calculation.
12. The entrance to the PUD shall be well landscaped and serve as a focal point.
13. Landscaping shall be compatible with, and complement the site planning, as well as the architecture of the building. Plantings in parking lots shall help soften and visually tie the buildings to landscaping.
14. Shrubs and vine planting shall be provided to screen utilities and trash enclosures.

Lighting

1. The design of the exterior building lighting and parking lot lighting fixtures shall be compatible with the architecture to be used in the development.
2. Parking lot lighting shall be consistent throughout the PUD. The maximum height of the lighting shall be 20 ft.
3. All lighting shall be shielded and directed in such a manner so as not to produce harmful effects upon neighboring property.

Ordinance No. 1427, New Series
PUD Guidelines
ZA 98-13: Half Rd.-Hann
Page 8

4. The design of exterior building lighting and parking lot lighting fixtures shall be compatible with the architecture to be used in the proposed development.
5. The lighting for the all of the uses within the PUD shall be to the review and approval of the Community Development Director. Adjustment to the lighting intensity may be request after to the commencement of the use.

Appurtenant Uses/Devices

1. Uses within the PUD that utilize shopping carts shall provide indoor storage of the carts and shall provide for collection areas throughout the parking lots.
2. Vending machines, rides, newspaper racks or any coin operated devices shall not be placed on the exterior of the buildings.
3. No exterior retail displays shall be allowed.

Easements

1. Easements for the installation and maintenance of utilities, walkways, future roads and drainage facilities and shared driveways shall be recorded as part of any subdivision map or lot line adjustment. Other easements, such as paved parking shall be recorded as an offer of easement if secondary users are unknown.

Signage

1. A uniform sign program identifying locations of signs shall be prepared for review and approval of the Community Development Department as part of the Architectural and Site Review process. Individually mounted channel letters shall be utilized for building attached signs.
2. Freestanding signs for the PUD (if applicable) shall in compliance with the standards identified in the City of Morgan Hill Planning and Zoning Codes, Section 18.76.270.C. Such freestanding signs shall be shared use.
3. Monument freestanding signs shall be allowed in compliance with the City of Morgan Hill Sign ordinance, Section 18.76.250.

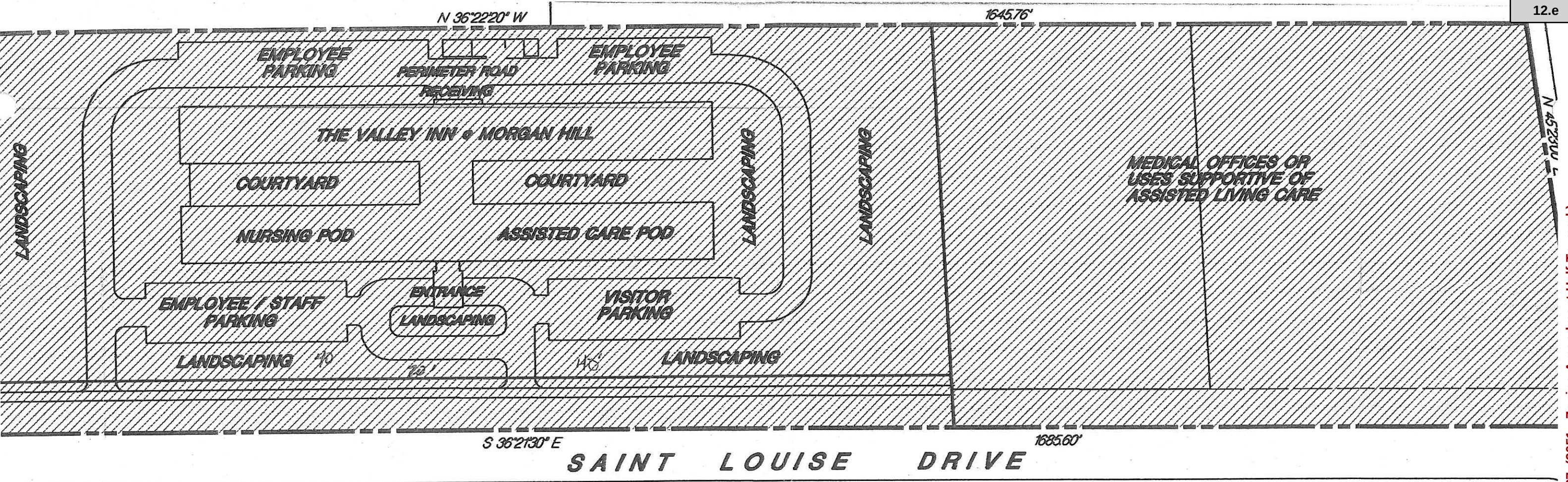
Ordinance No. 1427, New Series
PUD Guidelines
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Page 9

4. Signs shall have design elements and colors consistent with the architecture proposed. Design elements shall include a base, sign cap/roof element and side pilasters.
5. Address numbers shall contrast with their background and shall be six inches in height. Address numbers shall also occur on the monument sign.

Utilities

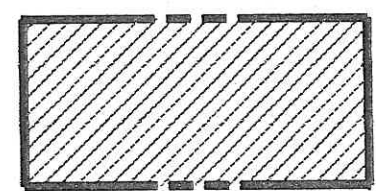
- 1 There shall be shared use storm water detention facilities. Location and method of storm water mitigation shall be reviewed and approved as part of the Site and Architectural Review process.
2. A maximum of one detention pond shall be used to serve the entire PUD development. The detention pond shall not be located within the front setback of the development.
3. All backflow devices, fire risers and check valves shall be screened with landscaping.
4. All future development applications shall be subject to review and condition of the appropriate utility and public service providers for the City of Morgan Hill.
5. No utility equipment shall be located within the front setback area unless placed within an underground vault. All transformers shall be located interior to the site, outside of the front setback area, and shall be screened with landscape material.
6. Easements for the installation and maintenance of utilities, walkways, future roads and drainage facilities shall be reserved.
7. All buildings shall be protected by an approved automatic fire sprinkler system, per City of Morgan Hill Ordinance.

R:\PLANNING\WP51\ZA\Za.98\Za9813.PUD.wpd



ZONING PLAN

OF HANN



FROM: A-20
TO: PUD



SCALE : 1" = 100'



16075 Vineyard Boulevard
Morgan Hill, CA 95037

From: [Michelle Bigelow](#)
To: [Michelle Bigelow](#)
Subject: FW: Morgan Hill City Council Meeting November 28, 2018 Item #6: rodenticide reduction pilot project
Date: Monday, November 26, 2018 8:58:20 AM

-----Original Message-----

From: D. Muirhead <doug.muirhead@stanfordalumni.org>
Sent: Sunday, November 25, 2018 3:17 PM
To: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>; Angie Gonzalez <Angie.Garcia@Morgan-Hill.ca.gov>
Subject: Morgan Hill City Council Meeting November 28, 2018 Item #6: rodenticide reduction pilot project

Comments for the Public Record for:

Morgan Hill City Council
Meeting November 28, 2018
Item #6: rodenticide reduction pilot project

Dear Morgan Hill City Council,

I am in support of this rodenticide reduction pilot project.

I first heard of the community organization Poison Free Morgan Hill when I attended the POST/WERC screening of the P22 film. I talked to the WERC Executive Director about what the City was currently doing as documented in the Integrated Pest Management Plan and the yearly Integrated Pest Management Report, neither of which are mentioned in this staff report.

The City has presented the Annual Report to the Parks and Recreation Commission the last two years. Each time, I have suggested that they talk to the County IPM Coordinator as an additional resource for reducing or eliminating pesticides. I am not aware that the City has made any attempt to contact County IPM Coordinator Naresh Duggal in the Office of Sustainability.

The County passed an ordinance in 1995 with the goal to favor non-chemical integrated methods to minimize the need for chemical applications, supplementing when necessary with the least toxic organic treatments. The County has an inter-departmental working group that meets to share new approaches and to get exemptions to use limited pesticides. The most recent IPM report was presented to the County Housing, Land Use, Environment, and Transportation Committee (HLUET) on November 15, 2018.

2017 Highlights

1. Pesticide Usage

a. Pesticide Use in Structures

The use of reduced-risk pesticides in structures has been lowered to statistically insignificant levels. Regular site inspection followed by building occupant education, sanitation, housekeeping and maintenance improvements, has significantly altered many pest situations that would have otherwise required pesticide applications.

Your agenda item staff report says

Reducing the City's use of pesticides in general was considered at the Environmental Services Workshop on October 3, 2014 and was not prioritized for action by the Council at that time.

Your 2018 IPM Plan Goals do not include the proposed rodenticide reduction pilot project. Instead, it said

During the 2018 calendar year, the City of Morgan Hill's IPM Plan Administrator will be working with a non-profit organization known as Beyond Pesticides, including training and best practices to implement a pilot project to

reduce and potentially eliminate the use of pesticides in Paradise Park and the connected trails/pathways.

I will close with what I consider to be missed opportunities if we actually acted as a small town government and not just labelled ourselves as having a small town feel. Your 2018 Strategic Priorities include Community Engagement and Messaging.

This agenda item appears the week after the Thanksgiving City Offices closure and the absence of the Council agenda look-ahead since the weekly MH411 was not published. This item was not mentioned at the November 20 meeting of the Parks and Recreation Commission.

The staff report mentions the community organization Poison Free Morgan Hill and the 2018 IPM Plan Goals mentions the non-profit organization Beyond Pesticides. An explanation of their missions and contact information would have been informative, since you obviously consider them creditable.

Poison Free Morgan Hill

<http://www.poisonfreemh.com/2018/11/16/repel-exclude-deter/>

Beyond Pesticides

<https://beyondpesticides.org/about/our-mission>

You could have raised the visibility of this effort had you not put this item on Consent. This is an issue that was raised at the first Goals workshop in 2018. The two newer Council members spoke in favor of Council meetings serving multiple purposes including education and engagement while Member Carr spoke in favor of the meetings only being a business meeting. Since the two views were not reconciled, staff probably does not have clear direction for the Consent calendar.

I will remind you of this issue at the first Goals workshop in 2019.

Thank you for your consideration.

Doug Muirhead, a resident of Morgan Hill

Item # 7

**AGENDA DATE: 11/28/18
SUPPLEMENT # 1**

From: Jeff Klopotic <jeff@gs2ac.com>

Sent: Tuesday, November 27, 2018 3:40 PM

To: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>

Subject: Morgan Hill may want to review proposed firearms ordinances in light of likely lawsuit due to state preemption

Hello Michelle,

Just a heads up, I called earlier and left a message.

I just wanted to get a comment into the city council members that the ordinance regarding firearms , being heard tomorrow night, has a mandatory reporting requirement in it. I also wanted to include that it has been successfully fought in court such that cities such as Saratoga and Palm Springs are repealing it and or not including it in their proposed ordinances.

As a result, the Morgan Hill City Council may want to re-examine the ordinance as written. And maybe pull it off the calendar pending further review.

<https://www.carpa.org/carpa-news/victory-on-local-ordinance-issues/>

Jeff Klopotic

[View all initiatives](#)[View all ideas in *Suggest a New Initiative*](#)

Pull 28 Nov mtg proposed firearms ordinance for further consideration in light of state preemption lawsuits



Jeff Klopotic
5 points



Nov 27, 2018

Table or Kill the Proposed Gun Ban Ordinances.

The current gun ban ordinance has provisions for a mandatory reporting requirement for lost or stolen guns that has been rescinded or pulled from existing or proposed ordinances in Palm Springs and Saratoga. The City Council, for the Nov. 28 meeting, may want to pull this from the agenda before the meeting starts for subsequent review. Also see:

<https://www.crpa.org/crpa-news/victory-on-local-ordinance-issues/>

Also, Saratoga City Councilman Howard Miller was claiming "overwhelming support" for Saratoga's proposed mandatory storage ordinance in the thousands. When put to a vote on Next Door, the results were actually 51% Against, 44% For and 3% saying to table until next year. So if Morgan Hill is anything like Saratoga when it comes to guns and public safety, there is also likely negative support for for this ordinance proposal here as well.

Item # 07

AGENDA DATE: 11/28/18
SUPPLEMENT # 3

From: [Michelle Bigelow](#)
To: [Angie Gonzalez](#)
Subject: FW: Ordinance No. 2289
Date: Wednesday, November 28, 2018 9:14:40 PM

From: Harry <harrydwyer@aol.com>
Sent: Wednesday, November 28, 2018 4:58 PM
To: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: Ordinance No. 2289

Ordinance No. 2289, amending Chapter 9.04 of Title 9 of the Morgan Hill Municipal Code, is on the consent calendar of Morgan Hill's City Council meeting on November 28, 2018. This gun ordinance is pure political grandstanding.

Harry Dwyer



October 19, 2018

VIA FAX & U.S.MAIL

Hon. Steve Tate, Mayor
Hon. Rich Constantine, Mayor Pro Tem
Hon. Larry Carr, Council Member
Hon. Rene Spring, Council Member
Hon. Caitlin Robinett Jachimowicz, Council Member

City of Morgan Hill

17575 Peak Avenue
Morgan Hill, CA 95037

FAX: 408-779-1592

Re: Proposed Firearm Ordinance- Required Permit- OPPOSE

Dear Mayor Tate:

The California Rifle & Pistol Association, Inc. ("CRPA"). CRPA has been working to protect the rights of Californians and those that choose to safely and lawfully possess and use firearms for sport, hunting, self-defense, and the protection of others for over 140 years.

The City of Morgan Hill ("City") is considering a proposed ordinance ("Ordinance") that would require any person who wishes to discharge any lawful "instrument or device" to have a permit / license issued by the police chief and a one million dollar insurance policy.

CRPA opposes this ordinance. This proposed ordinance is illegal and is fundamentally bad policy.

The ordinance would require a license/permit to "discharge any instrument or device, except that on a lawful shooting range, within the City." The proposed ordinance restricts the use of "elastic force, air pressure, vacuum, explosive force, mechanical spring action, or electrical charge without first having applied for and obtained written permission from the chief of police." **There is no exception for self-defense.**

Aside from the fact that regulating nerf guns, sling shots, and air guns will do nothing to reduce violent crime, the proposed ordinance does not provide an exception for the discharge of a firearm for self-defense. The only exception is for discharge of a firearm at a shooting range. A city does not have the legal authority to limit the right of a person to defend themselves and others.

EXPRESS PREEMPTION GOVT CODE SECTION 53071
– Cities can't require a license for a gun

And 53071.5 is complete preemption of air guns.

A City Cannot Require Insurance to Exercise a Right

The proposed Ordinance also requires that anyone seeking a permit must have one million dollars of insurance per occurrence. The Supreme Court ruled in 2012 that the government cannot force an individual to purchase insurance.¹ A city cannot mandate that anyone who wants to get a permit must have insurance in place in order to be approved. The ordinance differs from requiring insurance for driving a car because driving a car is not a *right* secured by the Constitution. Lawfully owning and possessing a firearm and the ability to protect yourself and others with that firearm are constitutional and therefore the government cannot require insurance be purchased in order to exercise that right.

The Ordinance Does Not Provide Due Process

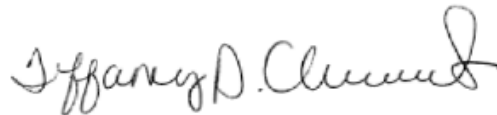
The Ordinance states, “the chief of police shall be the sole judge as to the desirability or necessity of such permit, which must be, in his judgment, necessary for the protection of the applicant or his property, or in the furtherance of the public welfare.”

Procedural due process is a bedrock of our society—that people would be treated in a fair and impartial way. There is no process for the police chief to follow and no process for appeal of this decision should the applicant be denied.² Another fundamental requirement of due process is opportunity to be heard by a fair and impartial tribunal. (*Stanson v. San Diego Coast Regional Com.* (1980) 101 Cal.App.3d 38.) The Ordinance does not provide this.

The public meetings held by the City did not result in a large public outcry for more restrictive gun laws. Instead, citizens called for more educational efforts to encourage lawful and safe gun ownership.

Due to the lack of public outcry for this Ordinance and the fact that the Ordinance will do nothing to accomplish the City's purposes, CRPA strongly encourage the City to not adopt this ordinance.

Sincerely,



Tiffany D. Cheuvront
Assistant General Counsel
CALIFORNIA RIFLE & PISTOL ASSOCIATION

¹ *National Federation of Independent Business v. Sebelius* (2012) 567 U.S. 519.

² Other jurisdictions in California have struggled to set up the process to apply for a permit such as this and to have any type of appeal for denial where a permit was refused.

From: Nextiva vFax
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RE: Opposition to Proposed Firearm Ordinance

Pages: 3

Comments:

SENIOR PARTNER
C. D. MICHEL*

MANAGING PARTNER
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WRITER'S DIRECT CONTACT:
562-216-4450
TCHEUVRONT@MICHELLAWYERS.COM

October 22, 2018

VIA FAX & U.S. MAIL

Donald Larkin, City Attorney
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Fax: 408-779-1592

**Re: Pre-Litigation Demand
Proposed Firearm Ordinance-Theft or Lost Firearm Reporting
and Mandatory Locked Storage of Firearms- OPPOSED**

Dear Mr. Larkin:

On June 1, 2018 our office wrote to you on behalf of our clients California Rifle & Pistol Association, Incorporated ("CRPA") and their tens of thousands of supporters, many of which live in the Morgan Hill area, to oppose the proposed ordinances that seek to impose firearm related restrictions on residents and visitors to the City of Morgan Hill ("City").

Since then, the City has held two meetings regarding the proposed changes. Both supporters and opponents to the new regulations voiced their concerns at the meetings but the media reported that most of those in attendance at the community meetings were more interested in promoting education and firearm safety training programs than they were in the City presenting more regulations against law-abiding gun owners. <https://www.morganhilltimes.com/2018/10/11/gun-control-ordinance-to-come-before-council/> Nonetheless, the City has placed consideration of these ill-conceived proposed ordinances on its October 24, 2018 agenda.

Our clients continue to oppose the proposed ordinances, and urge you to advise your client concerning the illegality of these ordinances -- which are preempted by existing state laws.

There is Already a State Law Requiring Theft or Loss of a Firearm to be Reported That Preempts Duplicative or Conflicting Local Ordinances

A local regulation will be struck down if it duplicates state law, conflicts with state law, or enters a field wholly occupied by the state to the exclusion of local regulation, either expressly or by implication.¹ An explicit contradiction between an ordinance and a state statute occurs “where the language of the ordinance directly contradicts the operative language and statute, e.g., by penalizing conduct which the state law expressly authorizes...” (See *Small Property Owners of S.F. Instit. v. City and County of San Francisco* (2018) 22 Cal.App.5th 77, 86 (*Small Property Owners*), quoting *Bravo Vending v. City of Rancho Mirage* (1993) 16 Cal.App.4th 383, 396-397.)

Proposition 63² created a state statute that subjects gun owners to penalties if a lost or stolen firearm is not reported to authorities within 5 days of the time he or she knew or reasonably should have known that the firearm was lost or stolen.³

The proposed ordinance mandating the reporting of the theft or loss of a firearm within 48 hours both duplicates and conflicts with the existing state law. The proposed ordinance conflicts with the existing state law and the 5-day reporting requirement. (See, e.g., *O’Connell v. City of Stockton* (2007) 41 Cal.App.4th 895, 1068.) Under the City’s proposed ordinance, after 48 hours the victim who has not yet reported the theft would still be in compliance with state law but would be in violation of the proposed ordinance. The proposed Ordinance contains the sort of localized penalization of conduct otherwise *authorized* under state law that the preemption doctrine forbids. (See *Small Property Owners, supra*, 22 Cal.App.5th at p. 86.) “The consequences of the preemption of a local measure is that the measure is unenforceable against anyone.” (*City and County of San Francisco v. Regents of University of Cal.* (2017) 11 Cal.App.5th 1107, 1118.)

Mandating Locked Storage of Firearms in One’s Home Raises Second and Fourth Amendment Concerns and is Preempted

Dictating the manner in which residents keep their firearms while in their own home and requiring that they keep handguns in a locked storage container or disabled with a trigger lock, runs afoul of the preemption doctrine because it contradicts state law and enters into an area that is fully occupied by state law.⁴

California state laws create liability for the criminal storage of a firearm for any gun owner who allows a minor or prohibited person to access and misuse a firearm.⁵ The statute contains a comprehensive set of exceptions.⁶ There are also several firearm storage requirements when one lives

¹ *Fisacal v. City of San Francisco* (2008) 158 Cal. App. 4th 895, 903-04.

² Cal. Penal Code § 25250.

³ *Id.*

⁴ *Fiscal v. City and County of San Francisco*, 158 Cal.App.4th 895, 903-04 (2008).

⁵ Cal. Penal Code §§ 25100-25135, 25200-25225.

⁶ Cal. Penal Code §§ 25105(a)-(g), 25135(a)(1)-(6), 25205.

with another individual who is prohibited by state or federal law from owning firearms.⁷ California law also mandates that any firearm sold must include a firearm safety device.⁸ Additionally, whenever an individual purchases a long gun in California they must sign an affidavit stating ownership of a gun safe or lock box.⁹ Such safety devices must meet rigorous safety standards.

The state's firearm storage regulatory scheme is comprehensive. Local ordinances imposing further criminal restrictions on the storage of firearms are preempted.

Additionally, the City will generally not be able to enforce the proposed locked storage requirements because the Fourth Amendment prohibits an inspection unless probable cause is established.¹⁰

The ordinance also infringes on Second Amendment rights. The "inherent right of self-defense has been central to the Second Amendment right[.]" and "the need for self-defense, family, and property is most acute" in the home.¹¹ At issue in *Heller* was a District of Columbia ordinance substantially similar to the proposed ordinance. The Supreme Court held that "any ban on handgun possession in the home violates the Second Amendment, as does [a] prohibition against rendering any lawful firearm in the home operable for the purposes of immediate self-defense."¹² The proposed recommendation is completely at odds with the ruling in *Heller*.

The Ninth Circuit case of *Jackson v. City of San Francisco* is not dispositive of this issue and did not address preemption at all. In *Jackson*, the Ninth Circuit only heard an appeal from the denial of a motion for preliminary injunction, not a final decision on the merits of the case. A request for review by the Supreme Court was denied, but Justice Thomas wrote a scathing opinion noting that "The Court should have granted a writ of certiorari to review this questionable decision and to reiterate that courts may not engage in this sort of judicial assessment as to the severity of a burden imposed on core Second Amendment rights."¹³ Because of the *Heller* decision and the fact that *Jackson* was never decided on the merits, it is likely that the newly comprised Supreme Court would find the proposed ordinance unconstitutional.

⁷ *Id.* at § 25135.

⁸ Cal. Penal Code § 23650(a).

⁹ See State of California, Bureau of Firearms Form 978 (Re. 01/2013), available at https://oag.ca.gov/all/files/agweb/pdf/firearms/forms/bof_978.pdf

¹⁰ U.S. Const. amend IV.

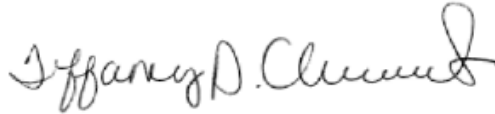
¹¹ *District of Columbia v. Heller*, 554 U.S. 570, 628 (2008).

¹² *Id.* at 635.

¹³ See *Heller*, 554 U.S., at 634; *Id.* at 635 (explaining that the Second Amendment "elevates above all other interest the right of the law-abiding, responsible citizens to use arms in defense of hearth and home.").

We welcome any question you may have, and hope that a legal challenge to these ordinances will not be necessary.

Sincerely,
Michel & Associates, P.C.

A handwritten signature in black ink, appearing to read "Tiffany D. Cheuvront". The signature is fluid and cursive, with a large loop at the end.

Tiffany D. Cheuvront

cc: Hon. Steve Tate, Mayor
Hon. Rich Constantine, Mayor Pro Tem
Hon. Larry Carr, Council Member
Hon. Rene Spring, Council Member
Hon. Caitlin Robinett Jachimowicz, Council Member

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RE: City of Morgan Hill Proposed Ordinance

Pages: 5

Comments:

Same will follow by mail.

SENIOR PARTNER
C. D. MICHEL*

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JOSHUA ROBERT DALE

SPECIAL COUNSEL
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* ALSO ADMITTED IN TEXAS AND THE
DISTRICT OF COLUMBIA

WRITER'S DIRECT CONTACT:
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TCHEUVRONT@MICHELLAWYERS.COM

October 30, 2018

VIA EMAIL & CERTIFIED U.S.MAIL

Donald Larkin, Esq.
City Attorney
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
EMAIL: donald.larkin@morganhill.ca.gov

**Re: Morgan Hill Ordinance Regarding Mandatory Reporting of Lost
and Stolen Firearms (Proposed 9.04.030)
Pre-Litigation Demand**

Dear Mr. Larkin:

On October 24, 2018, Morgan Hill enacted and has in effect an ordinance ("Ordinance") that is more onerous toward firearm-theft victims than subsequently enacted state law. The Ordinance criminalizes theft victims for reasonably being unaware of a theft and compels victims to speak under threat of criminal prosecution. On behalf of one of our clients, the California Rifle & Pistol Association, Incorporated, we previously identified the legal complications and policy reasons why such an ordinance was foolhardy and subject to challenge. (See letters of June 1, 2018 and October 22, 2016.)

Irrespective of policy issues weighing against the passage of the Ordinance, the fact that the subject of the Ordinance is also the subject of a less onerous state law precludes Morgan Hill from continuing to have and enforce an Ordinance with conflicting obligations imposed on victims of firearm theft. In 2016, California voters approved Proposition 63, which, among its provisions, requires victims of firearm theft to report such thefts to law enforcement no later than five days after the victim knows or reasonably should have known about the theft. (See Penal Code, § 25250, subd. (a) [effective July 1, 2017].)

As you know, the Ordinance contains a more onerous reporting requirement than Section 25250: 48 hours. For the reasons discussed below, this more onerous requirement, as well as the whole of the Ordinance, is preempted by Penal Code section 25250. Because Section 25250 preempts the Ordinance, if the Ordinance is not repealed, we will file suit on behalf of affected and interested parties

seeking writ relief and a declaration invalidating the ordinance and enjoining its enforcement. If successful, we will seek our attorney's fees and costs of suit in invalidating the ordinance.

Why the Penal Code Preempts Ordinance 11.16.040

Under the preemption doctrine, a local regulation will be struck down if it duplicates state law, conflicts with state law, or enters into a field wholly occupied by the state to the exclusion of local regulation, either expressly or by implication. (See Cal. Const., art. XI, §7; *O'Connell v. City of Stockton* (2007) 41 Cal.4th 1061, 1067 (*O'Connell*); *Fiscal v. City and County of San Francisco* (2008) 158 Cal.App.4th 895, 903-904.) A local law "duplicates state law when it is 'coextensive' with state law." (See *O'Connell*, supra, 41 Cal.4th at p. 1068.) It "contradicts state law when it is inimical to or cannot be reconciled with state law." (*Ibid.*)

Here, the subject of the Ordinance and Penal Code section are the same: reporting requirements for firearm theft victims. (Compare the Ordinance ["Any person who owns or possesses a firearm . . . shall report the theft or loss of the firearm to the Morgan Hill Police Department within forty-eight (48) hours of the time he or she knew or reasonably should have known that the firearm had been stolen or lost. . . ."] with Penal Code, § 25250, subd. (a) ["Commencing July 1, 2017, every person shall report the loss or theft of a firearm he or she owns or possesses to a local law enforcement agency in the jurisdiction in which the theft or loss occurred within five days of the time he or she knew or reasonably should have known that the firearm had been stolen or lost."].) To the extent that both the Ordinance and Section 25250 impose a mandatory reporting obligation on firearm theft victims, they are duplicative, and state law preempts the Ordinance. (See *O'Connell*, supra, 41 Cal.4th at p. 1068.)

But the Ordinance further runs afoul of the preemption doctrine by imposing an obligation on firearm theft victims that cannot be reconciled with Section 25250's express requirement, i.e., the five-day reporting requirement. (See, e.g., *O'Connell*, supra, 41 Cal.4th at 1068.) For purposes of determining whether state law preempts a local ordinance, an explicit contradiction between an ordinance and a state statute occurs "where the language of the ordinance directly contradicts the operative language of the statute, e.g., by penalizing conduct which the state law expressly authorizes. . . ." (See *Small Property Owners of S.F. Instit. v. City and County of San Francisco* (2018) 22 Cal.App.5th 77, 86 (*Small Property Owners*), quoting *Bravo Vending v. City of Rancho Mirage* (1993) 16 Cal.App.4th 383, 396-397.)

Here, the state statute allows a firearm theft victim to wait up to 120 hours after knowledge of a theft to report it. Under the Ordinance, after the 48th hour, the victim who had not yet reported the theft would still be in compliance with state law but would nonetheless be in violation of the ordinance and subject to local prosecution. The Ordinance contains the sort of local penalization of conduct otherwise authorized under Section 25250 that the preemption doctrine forbids. (See *Small Property Owners*, supra, 22 Cal.App.5th at p. 86.) [Where a local ordinance prohibiting landlords from making changes to rental property after an eviction was found to be in conflict with an existing law that prohibited cities from preventing landlords from evicting tenants and making improvements and was preempted].)

Mr. Donald Larkin, Esq.
October 30, 2018
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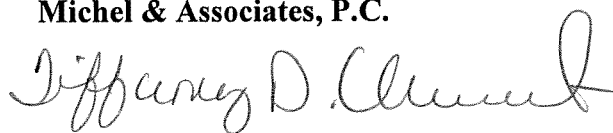
“The consequence of the preemption of a local measure is that the measure is unenforceable against anyone.” (*City and County of San Francisco v. Regents of University of Cal.* (2017) 11 Cal.App.5th 1107, 1118, italics omitted.) Because the Ordinance is both coextensive with the subject of Section 25250 as well as penalizes conduct that is lawful under Section 25250, the Ordinance is preempted and unenforceable. Our clients are therefore entitled to seek a declaration that the Ordinance is void and an order that it be stricken from the Morgan Hills Municipal Code.

The City Will Be Liable for Attorney’s Fees and Costs of Suit Should They Be Forced to File Suit to Have the Ordinance Declared Void

If our clients are forced to seek a judicial declaration that the Ordinance is void and must be stricken from the Municipal Code, then our clients will be entitled to seek and recover their reasonable attorney’s fees and costs of suit. (See Code Civ. Proc., § 1021.5, and see *Weiss v. City of Los Angeles* (2016) 2 Cal.App.5th 194, 220-221 [where writ relief confers a significant benefit on a large class of persons, an award of attorney’s fees is appropriate].) In light of the indisputable application of the preemption doctrine to the Ordinance, however, hopefully legal action will not be required, and the City Council will act quickly to repeal the Ordinance.

Please let us know within 30 days of the date of this letter what steps the City is taking to repeal the ordinance. If we do not learn within that time period that significant, demonstrable steps are being taken to repeal the ordinance, we will file suit.

Sincerely,
Michel & Associates, P.C.



Tiffany D. Cheuvront

Cc: Hon. Steve Tate, Mayor
Steve.Tate@morganhill.ca.gov

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October 22, 2018

VIA FAX & U.S. MAIL

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Fax: 408-779-1592

**Re: Pre-Litigation Demand
Proposed Firearm Ordinance-Theft or Lost Firearm Reporting
and Mandatory Locked Storage of Firearms- OPPOSED**

Dear Mr. Larkin:

On June 1, 2018 our office wrote to you on behalf of our clients California Rifle & Pistol Association, Incorporated ("CRPA") and their tens of thousands of supporters, many of which live in the Morgan Hill area, to oppose the proposed ordinances that seek to impose firearm related restrictions on residents and visitors to the City of Morgan Hill ("City").

Since then, the City has held two meetings regarding the proposed changes. Both supporters and opponents to the new regulations voiced their concerns at the meetings but the media reported that most of those in attendance at the community meetings were more interested in promoting education and firearm safety training programs than they were in the City presenting more regulations against law-abiding gun owners. <https://www.morganhilltimes.com/2018/10/11/gun-control-ordinance-to-come-before-council/> Nonetheless, the City has placed consideration of these ill-conceived proposed ordinances on its October 24, 2018 agenda.

Our clients continue to oppose the proposed ordinances, and urge you to advise your client concerning the illegality of these ordinances -- which are preempted by existing state laws.

There is Already a State Law Requiring Theft or Loss of a Firearm to be Reported That Preempts Duplicative or Conflicting Local Ordinances

A local regulation will be struck down if it duplicates state law, conflicts with state law, or enters a field wholly occupied by the state to the exclusion of local regulation, either expressly or by implication.¹ An explicit contradiction between an ordinance and a state statute occurs “where the language of the ordinance directly contradicts the operative language and statute, e.g., by penalizing conduct which the state law expressly authorizes...” (See *Small Property Owners of S.F. Instit. v. City and County of San Francisco* (2018) 22 Cal.App.5th 77, 86 (*Small Property Owners*), quoting *Bravo Vending v. City of Rancho Mirage* (1993) 16 Cal.App.4th 383, 396-397.)

Proposition 63² created a state statute that subjects gun owners to penalties if a lost or stolen firearm is not reported to authorities within 5 days of the time he or she knew or reasonably should have known that the firearm was lost or stolen.³

The proposed ordinance mandating the reporting of the theft or loss of a firearm within 48 hours both duplicates and conflicts with the existing state law. The proposed ordinance conflicts with the existing state law and the 5-day reporting requirement. (See, e.g., *O’Connell v. City of Stockton* (2007) 41 Cal.App.4th 895, 1068.) Under the City’s proposed ordinance, after 48 hours the victim who has not yet reported the theft would still be in compliance with state law but would be in violation of the proposed ordinance. The proposed Ordinance contains the sort of localized penalization of conduct otherwise authorized under state law that the preemption doctrine forbids. (See *Small Property Owners, supra*, 22 Cal.App.5th at p. 86.) “The consequences of the preemption of a local measure is that the measure is unenforceable against anyone.” (*City and County of San Francisco v. Regents of University of Cal.* (2017) 11 Cal.App.5th 1107, 1118.)

Mandating Locked Storage of Firearms in One’s Home Raises Second and Fourth Amendment Concerns and is Preempted

Dictating the manner in which residents keep their firearms while in their own home and requiring that they keep handguns in a locked storage container or disabled with a trigger lock, runs afoul of the preemption doctrine because it contradicts state law and enters into an area that is fully occupied by state law.⁴

California state laws create liability for the criminal storage of a firearm for any gun owner who allows a minor or prohibited person to access and misuse a firearm.⁵ The statute contains a comprehensive set of exceptions.⁶ There are also several firearm storage requirements when one lives

¹ *Fiscal v. City of San Francisco* (2008) 158 Cal. App. 4th 895, 903-04.

² Cal. Penal Code § 25250.

³ *Id.*

⁴ *Fiscal v. City and County of San Francisco*, 158 Cal.App.4th 895, 903-04 (2008).

⁵ Cal. Penal Code §§ 25100-25135, 25200-25225.

⁶ Cal. Penal Code §§ 25105(a)-(g), 25135(a)(1)-(6), 25205.

with another individual who is prohibited by state or federal law from owning firearms.⁷ California law also mandates that any firearm sold must include a firearm safety device.⁸ Additionally, whenever an individual purchases a long gun in California they must sign an affidavit stating ownership of a gun safe or lock box.⁹ Such safety devices must meet rigorous safety standards.

The state's firearm storage regulatory scheme is comprehensive. Local ordinances imposing further criminal restrictions on the storage of firearms are preempted.

Additionally, the City will generally not be able to enforce the proposed locked storage requirements because the Fourth Amendment prohibits an inspection unless probable cause is established.¹⁰

The ordinance also infringes on Second Amendment rights. The "inherent right of self-defense has been central to the Second Amendment right[.]" and "the need for self-defense, family, and property is most acute" in the home.¹¹ At issue in *Heller* was a District of Columbia ordinance substantially similar to the proposed ordinance. The Supreme Court held that "any ban on handgun possession in the home violates the Second Amendment, as does [a] prohibition against rendering any lawful firearm in the home operable for the purposes of immediate self-defense."¹² The proposed recommendation is completely at odds with the ruling in *Heller*.

The Ninth Circuit case of *Jackson v. City of San Francisco* is not dispositive of this issue and did not address preemption at all. In *Jackson*, the Ninth Circuit only heard an appeal from the denial of a motion for preliminary injunction, not a final decision on the merits of the case. A request for review by the Supreme Court was denied, but Justice Thomas wrote a scathing opinion noting that "The Court should have granted a writ of certiorari to review this questionable decision and to reiterate that courts may not engage in this sort of judicial assessment as to the severity of a burden imposed on core Second Amendment rights."¹³ Because of the *Heller* decision and the fact that *Jackson* was never decided on the merits, it is likely that the newly comprised Supreme Court would find the proposed ordinance unconstitutional.

⁷ *Id.* at § 25135.

⁸ Cal. Penal Code § 23650(a).

⁹ See State of California, Bureau of Firearms Form 978 (Re. 01/2013), available at https://oag.ca.gov/all/files/agweb/pdfe/firearms/forms/bof_978.pdf

¹⁰ U.S. Const. amend IV.

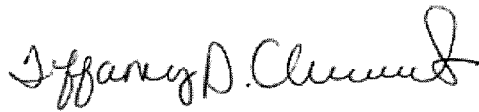
¹¹ *District of Columbia v. Heller*, 554 U.S. 570, 628 (2008).

¹² *Id.* at 635.

¹³ See *Heller*, 554 U.S., at 634; *Id.* at 635 (explaining that the Second Amendment "elevates above all other interest the right of the law-abiding, responsible citizens to use arms in defense of hearth and home.").

We welcome any question you may have, and hope that a legal challenge to these ordinances will not be necessary.

Sincerely,
Michel & Associates, P.C.

A handwritten signature in black ink, appearing to read "Tiffany D. Cheuvront". The signature is fluid and cursive, with a large loop at the end.

Tiffany D. Cheuvront

cc: Hon. Steve Tate, Mayor
Hon. Rich Constantine, Mayor Pro Tem
Hon. Larry Carr, Council Member
Hon. Rene Spring, Council Member
Hon. Caitlin Robinett Jachimowicz, Council Member

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June 1, 2018

VIA FAX & U.S.MAIL

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Re: City Council Consideration of Proposals to Prevent Gun Violence

Dear Mr. Larkin:

We write to you on behalf of our client California Rifle & Pistol Association, Inc. ("CRPA") as well as the hundreds of thousands of their members in California, many residing within the Morgan Hill ("City") area.

It has come to our attention that the City intends to consider several proposed ordinances that seek to impose firearm related restrictions on residents and visitors to the City. These proposals include: (1) A duty to report the theft or loss of a firearm within 48 hours; (2) A mandatory lock storage requirement while in the home; (3) A prohibition on the possession of magazines holding more than 10 rounds; and, (4) A requirement that all firearm retailers obtain a special permit as a condition of obtaining a business license. The City has also proposed certifying staff training for gun retailers, maintaining ammunition sale logs, and prohibiting the sale of "Assault-Style" weapons to persons under the age of 21.

We ask that the City carefully consider the intended objectives of any proposed ordinances, as many of these issues as identified in the May 16, 2018 staff report raise serious constitutional concerns and would fail to meet objectives of reducing gun violence or promoting public safety.

I. REQUIRING INDIVIDUALS TO REPORT THE THEFT OF LOSS OF A FIREARM WITHIN 48 HOURS IS UNENFORCEABLE AND WILL ONLY RESULT IN FEWER REPORTS TO POLICE.

Under the preemption doctrine a local regulation will be struck down if it duplicates state law, conflicts with state law, or enters a field wholly occupied by the state to the exclusion of local regulation, either expressly or by implication.¹ In the present case, the mandatory reporting of the theft or loss of a firearm is already required under state law following the enactment of Proposition 63.² This provision subjects gun owners to penalties if a firearm, which is lost or stolen, is not reported to authorities within 5 days of the time he or she knew or reasonably should have known that the firearm was lost or stolen.³

With the enactment of Proposition 63, the state has fully and completely occupied the field regarding the reporting of lost or stolen firearms. To pass additional requirements at the local level that is duplicative and otherwise contradictory to state law will be struck down as preempted.

From a policy perspective, mandatory reporting requirements may appear sound, but in practice will only result in fewer firearms being reported. This is because when coupled with the mandatory locked-storage requirements also being considered by the City, reporting a firearm as lost or stolen may expose an individual to additional criminal liability should the person have failed to secure their firearms in accordance with the ordinance. The Fifth Amendment of the United States Constitution, which reads “[n]o person. . . shall be compelled in any criminal case to be a witness against himself,” will prevent such individuals from being compelled to report the loss.⁴

As a bedrock of our criminal justice system, the Fifth Amendment prohibits police, prosecutors, and judges from requiring an individual to provide evidence or testimony that could result in potential criminal charges against them (compelled speech). Governor Brown noted these complicated policy issues when he vetoed numerous pieces of legislation prior to the voters passing Proposition 63. In his veto message, Governor Brown wrote that he had vetoed similar measures in 2012 and 2013 stating “I continue to believe that responsible people report the loss or theft of a firearm and irresponsible people do not... it is not likely that this bill would change that.” Even Governor Brown’s predecessor Governor Schwarzenegger vetoed a similar bill reasoning that it “could result in cases where law-

¹ *Fisacal v. City of San Francisco* (2008) 158 Cal. App. 4th 895, 903-04.

² Cal. Penal Code § 25250.

³ *Id.*

⁴ U.S. Const. amend.V.

abiding citizens face criminal penalties simply because they were the victim of a crime, which is particularly troubling.”⁵

Given the enforcement difficulties, other jurisdictions considering similar measures have rejected them. Recently, the Sacramento Police Department reviewed identical Oakland, Berkley, and Alameda County reporting requirements, only to discover that not a single investigation, arrest, or conviction had taken place. In San Francisco, when police do try to enforce this portion of the municipal code, the cases are dismissed on constitutional grounds. One District Attorney for the County of San Francisco even stated, “I do not believe [the ordinance] will expand my ability to prosecute crime.” This complete lack of the ability to enforce clearly illustrates how such a requirement will not further the objectives of the City.

What’s more, law abiding citizens already report firearms lost or stolen. Doing so protects them from becoming a suspect in any potential criminal investigation involving the misuse of the firearm and increases the chances of the firearm being returned. Therefore, the City should be taken steps to encourage the reporting by not imposing penalties on otherwise law-abiding gun owners for failing to do so.

II. MANDATING FIREARMS TO BE STORED IN A LOCKED CONTAINER IN ONE’S HOME RAISES SERIOUS SECOND AND FOURTH AMENDMENT CONCERNS AND IS OTHERWISE PREEMPTED

As a threshold matter, the City cannot enforce the proposed locked storage requirements without running afoul of the Fourth Amendment of the United States Constitution, which provides for “the right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures.”⁶ This prevents the City from inspecting how individuals are storing their firearms in their home or vehicle without first having established probable cause that the person is in violation of the ordinance. Tellingly, although some California cities have similar ordinances in effect, we are unaware of a single instance of enforcement.

In the words of the United States Supreme Court, the “inherent right of self-defense has been central to the Second Amendment right[,]” and “the need for self-defense, family, and property is most acute” in the home.⁷ At issue in *Heller* was a District of Columbia ordinance substantially similar to the recommendations of Morgan hill requiring residence to store firearms in a locked container or disable the firearm when not in use. But because of the importance of self-protection in the home, the

⁵ A copy of Governor Schwarzenegger’s veto letter for SB59 can be viewed online at http://leginfo.publicca.gov/pub/05-06/bill/sen/sb_0051-0100/sb_59_vt_20060929.html

⁶ U.S. Const. amend IV.

⁷ *District of Columbia v. Heller*, 554 U.S. 570, 628 (2008).

Supreme Court expressly held that “any ban on handgun possession in the home violates the Second Amendment, as does [a] prohibition against rendering any lawful firearm in the home operable for the purposes of immediate self-defense.”⁸ Given the striking similarity, the proposed recommendation is completely at odds with *Heller* and violates the Second Amendment.

The Ninth Circuit case of *Jackson v. City of San Francisco*, while on point, is not dispositive of this issue. In *Jackson*, the Ninth Circuit only heard an appeal for the denial of a motion for preliminary injunction, not a final decision on the merits of the case. Upon appeal to the Supreme Court, where certiorari was denied, Justice Thomas wrote a scathing opinion noting that “The Court should have granted a writ of certiorari to review this questionable decision and to reiterate that courts may not engage in this sort of judicial assessment as to the severity of a burden imposed on core Second Amendment rights.”⁹ Because of the *Heller* decision and the fact that *Jackson* was never decided on the merits, it is likely that the should the Supreme Court ever hear a case regarding a mandatory lock storage ordinance, it would hold such an ordinance unconstitutional.

In addition to the Second Amendment concerns, the ordinance also raises serious preemption concerns. As stated above, a local regulation will be struck down if it duplicates state law, conflicts with state law, or enters into a field wholly occupied by the state to the exclusion of local regulations, either expressly or by implication.¹⁰ Dictating the manner in which residents keep their firearms while in the home, and requiring that they keep handguns in a locked storage container or disabled with a trigger lock, runs afoul of the preemption doctrine insofar as it contradicts state law and enters into an area that is fully occupied by state law.

A local law “contradicts state law when it is inimical to or cannot be reconciled with state law.”¹¹ The recommended ordinance is likely contrary to state law to the extent it dictates the manner one must store their firearms in the home. California maintains a comprehensive set of statutes, creating liability for the criminal storage of a firearm whenever a minor or prohibited person may access a firearm and uses that firearm to cause death or bodily injury or carries it to a public place.¹² Liability for such is subject to an equally comprehensive set of exceptions.¹³ The proposed ordinance that would mandate locked storage of firearms in the home for residents of Morgan hill would strip from those residents the rights to engage in behavior specifically deemed lawful by the state.

⁸ *Id.* at 635.

⁹ See *Heller*, 554 U.S., at 634; *Id.* at 635 (explaining that the Second Amendment “elevates above all other interest the right of the law-abiding, responsible citizens to use arms in defense of hearth and home.”).

¹⁰ *Fiscal v. City and County of San Francisco*, 158 Cal. App.4th 895, 903-04 (2008).

¹¹ *O’Connell v. City of Stockton*, 41 Cal.4th 1061, 1068 (2007).

¹² Cal. Penal Code §§ 25100-25135, 25200-25225.

¹³ Cal. Penal Code §§ 25105(a)-(g), 25135(a)(1)-(6), 25205.

Similarly, a recommended ordinance mandating locked storage of firearms is impliedly preempted by state law because it encroaches on an area of law occupied by state law. The storage of firearms is fully and completely regulated by the California Penal Code. In addition to the laws regarding the prevention of access by minors and prohibited persons discussed earlier, California mandates that any firearm sold by a licensed dealer must include a firearm safety device.¹⁴ Additionally, whenever an individual purchases a long gun in California they must sign an affidavit stating ownership of a gun safe or lock box.¹⁵ Such safety devices must meet rigorous safety standards as determined by the California Attorney General so that they “significantly reduce the rate of firearm-related injuries to children 17 years of age and younger.”¹⁶

There are also several firearm storage requirements when one lives with another individual who is prohibited by state or federal law from owning firearms.¹⁷ Because the state’s firearm storage scheme is so comprehensive, any local interference with that scheme (except that which was expressly authorized) is preempted. If local governments are permitted to enact further criminal restrictions on the storage of firearms, firearm holders will be confronted by a patchwork quilt of firearm and storage laws each time they enter another jurisdiction, sowing frustration, uncertainty, and the fear of prosecution among California residents as they travel throughout the state.

III. ANY ORDINANCE PROHIBITING THE POSSESSION OF LARGE CAPACITY MAGAZINES IS PREEMPTED AND OTHERWISE AMOUNTS TO AN UNCONSTITUTIONAL TAKING

As noted in the City Council May 16, 2018 report, there are challenges currently underway and pending in the courts regarding the legality of banning the possession of magazines over 10 rounds. One such case, *Duncan v. Becerra*,¹⁸ challenges the state’s ban on magazines holding over 10 rounds and is currently working its way through the courts. On June 29, 2017, the court granted a motion for preliminary injunction and stayed enforcement of the state’s magazine possession ban for magazines holding more than 10 rounds while the case is litigated. In the preliminary injunction from the court, the Judge noted “The State of California’s desire to criminalize simple possession of a firearm magazine able to hold more than 10 rounds is precisely the type of policy choice that the Constitution takes off the table.” With the federal injunction in place, it would be completely improper for the City to consider an ordinance in direct conflict with such an injunction.

¹⁴ Cal. Penal Code § 23650(a).

¹⁵ See State of California, Bureau of Firearms Form 978 (Re. 01/2013), available at https://oag.ca.gov/all/files/agweb/pdf/firearms/forms/bof_978.pdf

¹⁶ *Id.* at § 23650(a).

¹⁷ *Id.* at § 25135.

¹⁸ *Duncan v. Becerra*, 265 F.Supp.3d 1106 (2017).

What's more, such an ordinance will also be preempted under state law. In 2015 the City of Los Angeles attempted to pass a ban on the possession of magazines that held more than 10 rounds. They were sued by organizations and law enforcement. Eventually under the pressure of constitutional violations and the injunction ruling in *Duncan*, Los Angeles repealed the ordinance.

The Judge in *Duncan* spoke of the "complexity" of the state law and how the state has continued to add layers. ¹⁹Banning the possession of "large capacity magazines" runs afoul of the preemption doctrine insofar as it contradicts state law and enters into an area of law that is fully occupied by state law.

By banning the possession of magazines lawfully acquired, the City's actions would constitute a physical appropriation of property without just compensation, which is *per se* unconstitutional.²⁰ A regulation that "goes too far"-for example, by depriving a property owner of economically beneficial use or otherwise "interfering with legitimate property interest"-also requires just compensation.²¹

IV. THE PROPOSED FIREARM RETAIL SALE RESTRICTIONS ARE PREEMPTED AND WILL DO NOTHING TO PROMOTE PUBLIC SAFETY

As noted in the City Council's May 16, 2018 report, the City does not currently regulate retail firearm sales. The proposal that the City should regulate retail firearm sales in the City poses serious preemption and Second Amendment issues. The City has proposed the following: (1) Certify that staff members who engage in retail sales are trained to recognize and prevent straw purchases, (2) Maintain an ammunition sales log, which records all ammunition sales made by the retailer, and (3) Prohibit the sale of assault-style firearms to minors under the age of 21, (4) proposals for restricting firearms on City property, and (5) Potential regulations of locations where firearms may be sold. Each of these proposals is likely preempted by state and federal law.

Pursuant to the Gun Control Act (GCA), a federal firearm license (FFL) holder must be a person engaged in the business of selling firearms at wholesale or retail, a person engaged in the business of repairing or making or fitting special barrels, stocks, or trigger mechanisms to firearms, or any person who is a pawnbroker. An FFL must be licensed under the provisions of 18 U.S.C. § 921.

Training to recognize and prevent straw purchases is already provided by the Bureau of Alcohol Firearms, Tobacco, and Explosives. The federal fine for making false statements on a federal firearm record is up to \$250,000 dollars and prison for up to 10 years. Additionally, in June of 2014, the U.S. Supreme Court issued a ruling in *Abramski v. U.S.* further emphasizing that an FLL is

¹⁹ *Id. Duncan v. Becerra*, Order Granting Preliminary Injunction (June 29, 2017).

²⁰ *See Horne v. Dep't of Agric.*, -- U.S.--, 135 S. Ct. 2419, 2427 (2015).

²¹ *Lingle v. Chevron*, 544 U.S. 528, 537-39 (2005).

forbidden from “selling a gun to anyone it knows or has reasonable cause to believe is a forbidden buyer.”²² This is clearly an area that is preempted by federal law because the federal government has completely permeated the field.

California Federal Licensed firearm dealers are one of the most heavily regulated businesses in the county. The Penal Code addressed all requirements and inspections by state officials for licensed dealers. California generally prohibits anyone without a firearm license from selling, leasing, or transferring a firearm to another.²³ The California Department of Justice (CADOJ) must approve of any licenses for persons desiring to sell firearms or ammunition in California. The CADOJ conducts background checks on all owners of a business and any employee of the business who must now have a Certificate of Eligibility if they have access to firearms or ammunition.²⁴ California law also requires a licensee to report any secondhand or pawned firearms to the DOJ on a daily basis.²⁵ This includes any firearm taken in trade, pawn, accepted for sale on consignment, or accepted for auction.

Several times in the City Council meeting dated March 7, 2018, the terms “assault-style” or “assault weapons” were referred to. Assault Weapons have been banned from sale since the 1990’s.²⁶ *There are no Assault Weapons currently being sold.* California banned the sale even before the federal government in the late 1980s. The term “assault-style” is an undefined media term that is extremely difficult to distinguish for determining which firearms are being singled out and which are not. Any attempt by the City to prohibit “assault-style” firearm would be ambiguous and overly-broad at best.

Limits on those under the age of 21 years would violate numerous federal and state preemption laws. Specifically, the age restriction would violate the California Unruh Civil Rights Act which courts have held applies to age discrimination as well as the listed categories of discrimination within the Act. Just this week the California Senate passed SB 1100 which prohibits the sale of firearms to those persons under 21 years of age who do not possess a valid hunting license. This area of the law is very much still in flux at this point and any action by the City would be premature at this time.

Action from the City to further regulate ammunition sales would also run afoul of state law and would therefore be preempted. Beginning in January 2018 all transactions (sale, transfer, purchase) must occur through a face-to-face transaction.²⁷ There are no more on-line transactions. While this is being currently challenged in the courts, the finality as to the legal basis for this law has not yet been

²² 134 S.Ct. 2259 (2014).

²³ Cal. Penal Code § 26500.

²⁴ Cal. Penal Code §§ 26700-27140 26915, 30347.

²⁵ Business & Professional Code § 21628.2.

²⁶ See Federal Assault Weapons Ban of 1994.

²⁷ Cal. Penal Code § 30312 (b).

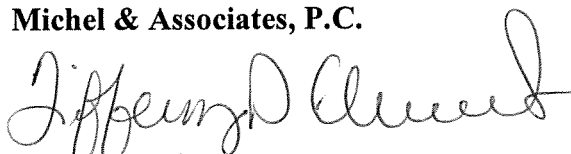
determined. Additionally, beginning in January 2019 the state will require those purchasing ammunition to obtain a license from the state, undergo an additional background check, and mandates that licensed ammunition dealers must maintain records on each transaction.²⁸ The collected information must be submitted to the CADOJ where the CADOJ will maintain an information database. Any person who is prohibited from owning or possessing a firearm is also now prohibited from possessing or owning ammunition.²⁹ Several years ago the City of Pasadena repealed a similar ordinance because the police found that "The registration information sat unused in a filing cabinet in police headquarters, and police investigators said it would not help them solve crimes because the information would not stand up in court." As you can see, action by the City would not only be preempted by state laws already in place but would also seek to add additional burdens on ammunition dealers that are an unnecessary government action and unconstitutional.

V. CONCLUSION

Our clients understand the need to combat the criminal misuse of firearms and to keep communities safe. The proposed items only seek to target law-abiding citizens, licensed dealers who already report to the state and federal authorities, and residents will be powerless to prevent or minimize the criminal elements that you seek to eliminate in your communities should these provisions be enacted. For the reasons noted herein, we strongly encourage the City Council not to adopt the recommended ordinances noted in the City Council May 16, 2018 report and instead look at how education and community action can better work to serve the safety needs in your community.

Sincerely,

Michel & Associates, P.C.



Tiffany D. Cheuvront

Cc: Hon. Steve Tate, Mayor
Hon. Rich Constantine Mayor Pro Tem
Hon. Larry Carr, Council Member
Hon. Rene Spring, Council Member
Hon. Caitlin Robinett Jachimowicz, Council Member

²⁸ Cal. Penal Code § 30352(a).

²⁹ Cal. Penal Code § 30305(a)(1).

November 28, 2018
Item #9



Monterey Corridor Block-Level Master Plan Alternatives



Monterey Corridor - BLMP



Recommendation

1. Receive presentation on Monterey Corridor Block-Level Master Plan Alternatives
2. Direct staff to proceed with Monterey Corridor Block-Level Master Plan process.

Background



- July 2016 MH2035 General Plan Adopted – envisions transformation of Monterey Corridor / established Block-Level Master Plan requirement
- April 2018 Market Analysis and Land Use Capacity Study / Implementation Options
- June 2018 Zoning Code Update Adopted – MU-F Zoning District
- Sept. 2018 Visioning and Goal Setting Stakeholder Workshop
- Oct. 2018 Joint City Council / Planning Commission Workshops

Staff Recommendation

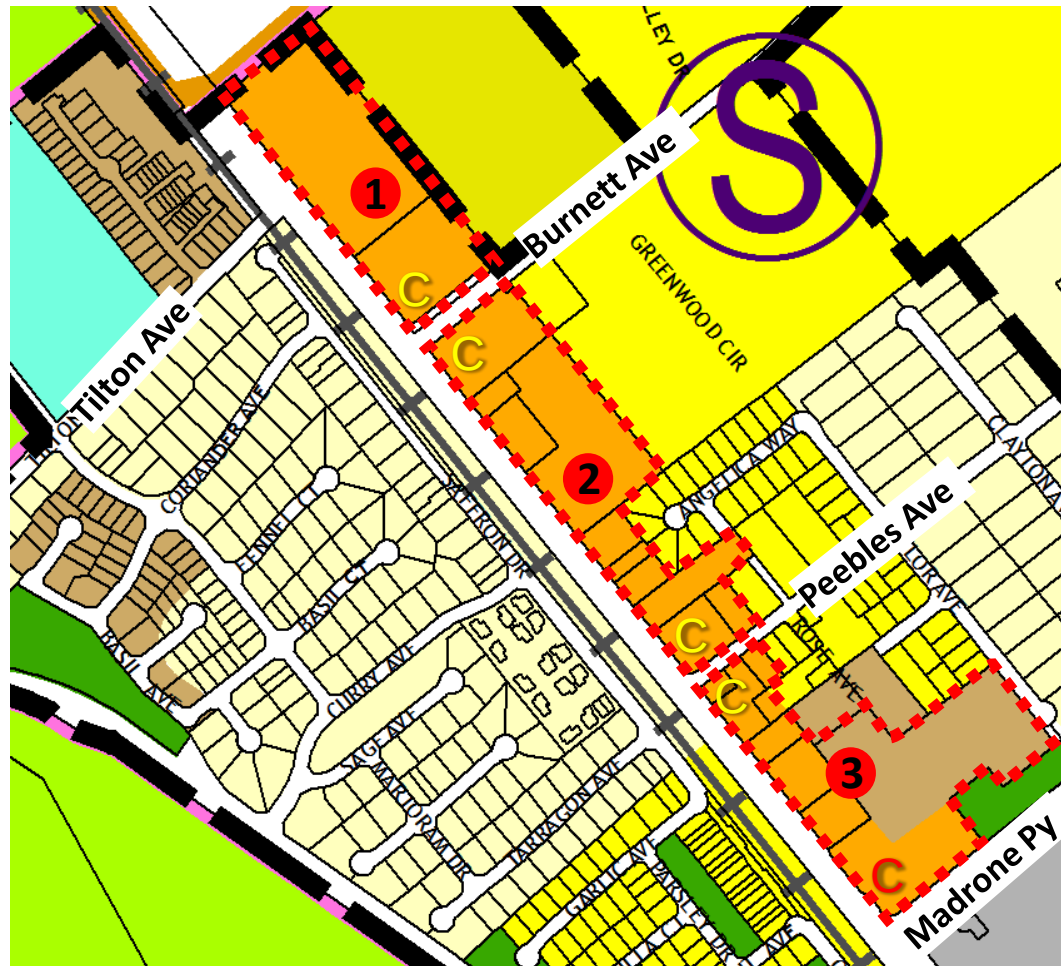


BLMP Zoning Overlay – Simplified:

- Commercial (retail, services, offices) or Non-residential (commercial and public/quasi-public) required on all corners
- Standalone residential not allowed on corner lots
- Establishes urban form standards
- Requires public gathering places
- Satisfies General Plan requirement for BLMP before residential allowed

Staff Recommendation

BLMP Zoning Overlay – North:



LEGEND

	Mixed Use Flex Site		Block		Block Number
	Non-residential Required		Commercial Required		

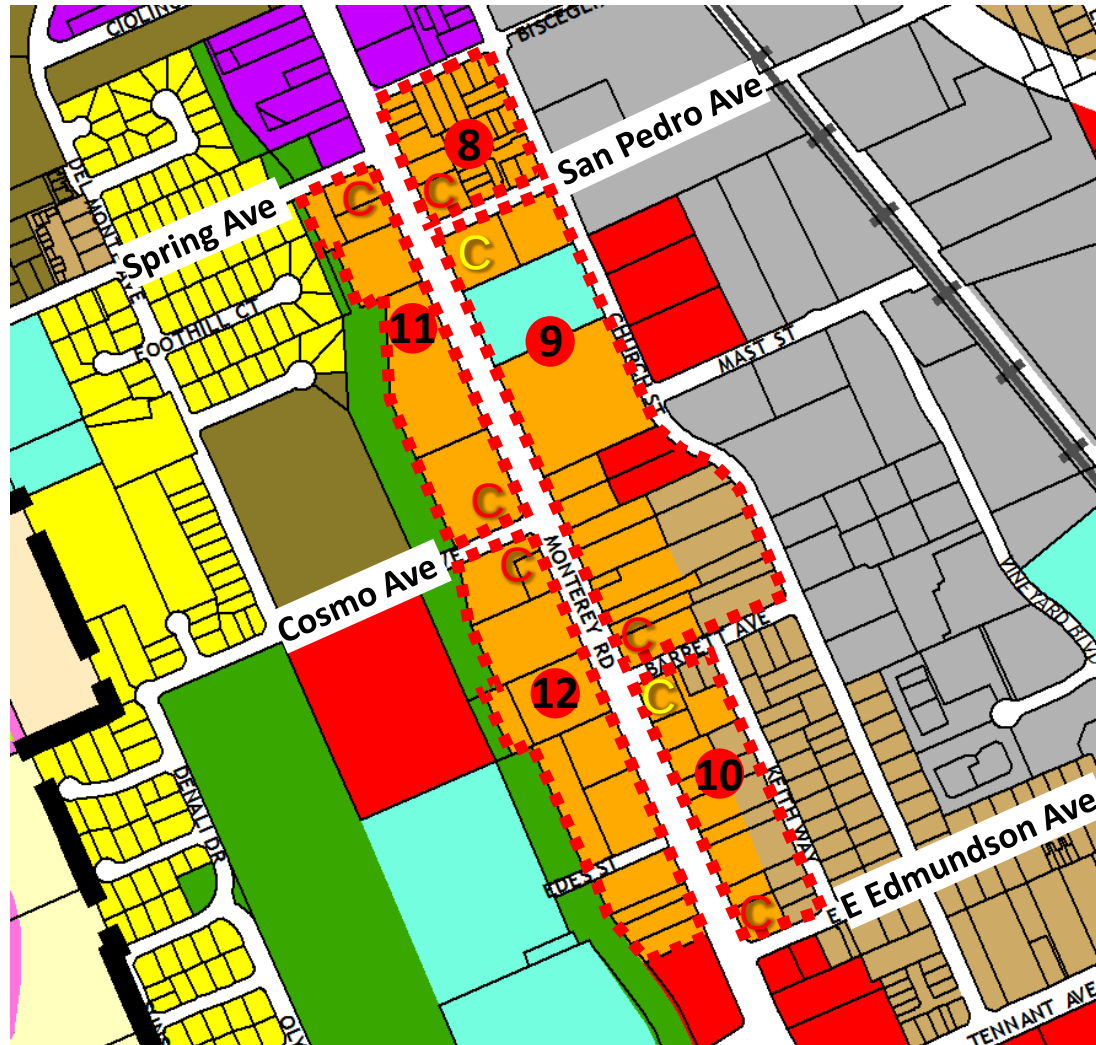
Commercial uses (retail, services, office) are required on certain corner lot locations (designated with a red “C”) and on all other corners (designated with a yellow “C”) non-residential uses are required.

Standalone residential uses are not allowed on corner lots.

Staff Recommendation



BLMP Zoning Overlay – South of Downtown:



LEGEND

- Mixed Use Flex Site
- Block
- Block Number
- Non-residential Required
- Commercial Required

Commercial uses (retail, services, office) are required on certain corner lot locations (designated with a red “C”) and on all other corners (designated with a yellow “C”) non-residential uses are required.

Standalone residential uses are not allowed on corner lots.

Staff Recommendation



BLMP Zoning Overlay – Tentative Schedule:

BLMP Ordinance	RDCS Schedule
	Nov. 12, 2018 – Pre-Application
Nov. 30, 2018 – Publish Draft BLMP Ordinance	
Dec. 11, 2018 – Planning Commission Meeting	Dec. 12, 2018 – Pre-Application Review Letter
Jan. 8, 2018 – Planning Commission Hearing	
Jan. 23, 2019 – City Council Hearing (Introduce)	
Feb. 6, 2019 – City Council Hearing (Adopt)	
Mar. 8, 2019 – BLMP Ordinance Effective	Mar. 8, 2019 – RDCS Application Date

BLMP Alternatives



- Alternative 2 – MH 2035 General Plan Text Amendment
(could complete before 3/8/19)
- Alternative 3 – CUPs as BLMPs
(not likely to complete before 3/8/19)
- Alternative 4 – Privately-initiated PD Zonings as BLMPs
(would not complete before 3/8/19)
- Alternative 5 – Specific Plan as BLMP
(would not complete before 3/8/19)

Monterey Corridor - BLMP



Recommendation

1. Receive presentation on Monterey Corridor Block-Level Master Plan Alternatives
2. Direct staff to proceed with Monterey Corridor Block-Level Master Plan process.

Thank You



CITY OF MORGAN HILL

**Comments Regarding Agenda Item 11 “Ordinance To Regulate Fire:
11/28/18 Morgan Hill City Council Meeting**

1. The proposal relies on the Gifford ABAG 2010 report “Trace The Guns”. It shows CA to be among the lowest per capita source of interstate recovered crime guns. CA ranks number 46 of the 50 states and District of Columbia. CA is given a “green rating” as for being among the best of 51 entities.
2. The 2010 report fails to reflect additional regulations in CA gun laws. [e.g., lost/stolen firearm reporting].
3. No evidence that Morgan Hill’s firearms dealer regulations adopted in 1970 are being enforced. Indeed, city staff doesn’t appear aware of them.
4. Speculative. No data to support the proposed regulations. The proposal fails to identify any actual benefits.
5. No business case.
 - No startup or recurring cost estimates for affected businesses or government.
 - No permit fees or permit issuance criteria.
 - No economic impact analysis. No estimate as to how many businesses and jobs will depart, decline to expand, or will find Morgan Hill hostile to legitimate economic activity and locate elsewhere.
6. Mr. Larkin’s proposal mentions outreach efforts, but did not include these proposals at the outreach meeting.

Recommendation:

- Instruct City Manager to conduct additional input
- Craft sensible, not speculative ordinances.

Dave Truslow
M: 408-828-1520
E: dtruslow@sonic.net



November 28, 2018
Item # 12

ZA2018-0006 – Half-Trumark Zoning Amendment



Recommendation

1. Open/Close Public Hearing
2. Waive first and second reading
3. Introduce Ordinance ZA2018-0006 changing a zoning designation from R-2 3,500/PD Planned Development District to RAL-3,500 Residential Attached Low District

Project Location

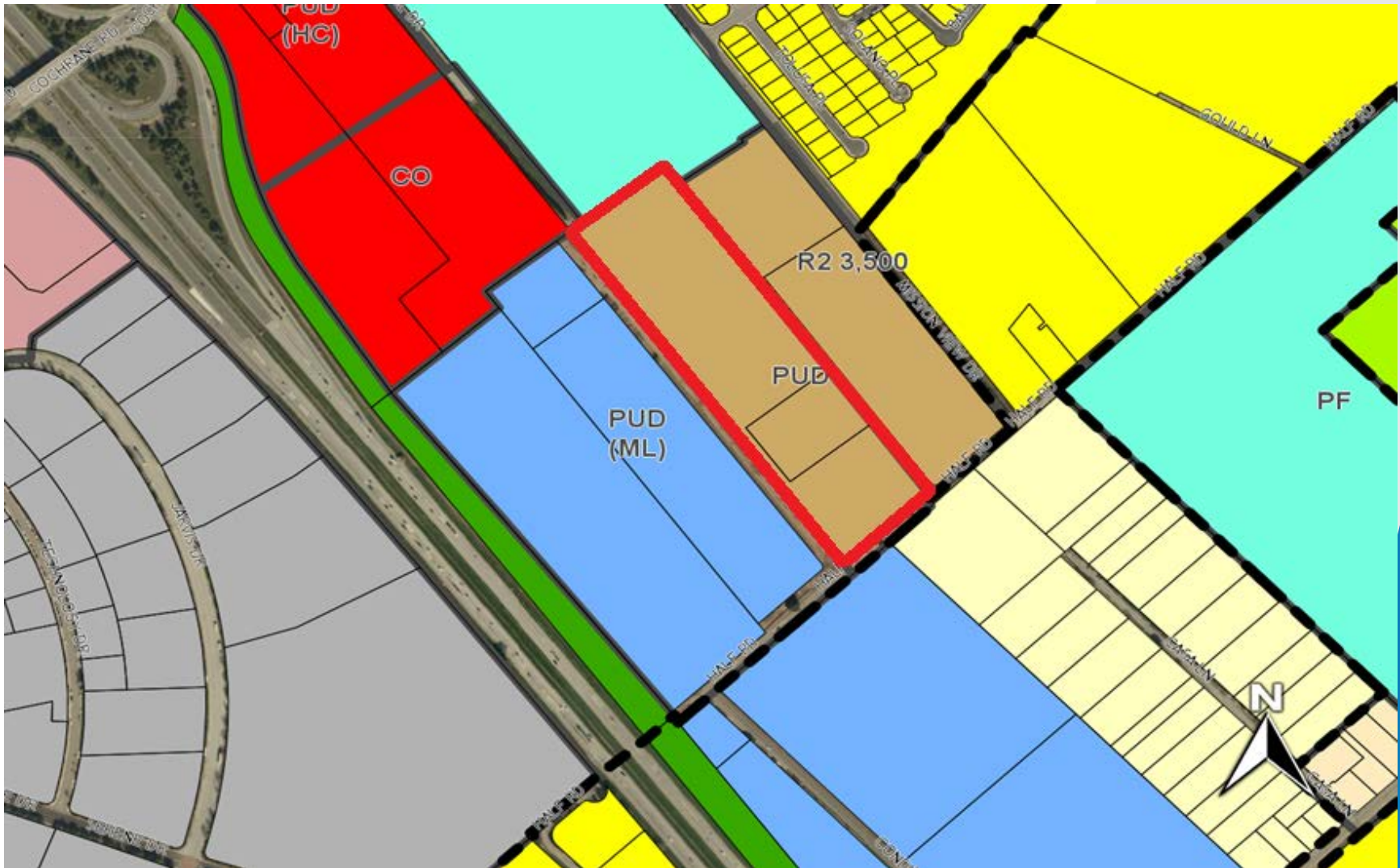


Project Description



- Rezone for two parcels to change the Zoning Map designation from R-2 3,500/PD to RAL-3,500 to be consistent with the General Plan
- This action would remove the existing PD from the parcels and restore the base zoning which is now RAL-3,500
- The existing PD limits permitted uses to long term care and skilled nursing facilities for the elderly

General Plan Land Use Designation



Findings

- Proposed amendment is consistent with the General Plan and any applicable specific plan as provided by Government Code Section 65860.
- Proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
- Affected site is physically suitable in terms of design, location, shape, size, and other characteristics to ensure that the permitted land uses and development will comply with the Zoning Code and General Plan and contribute to the health, safety, and welfare of the property, surrounding properties, and the community at large.

RDCS Process



- Applications submitted for the RDCS process are required to be consistent with the General Plan and Zoning Ordinance
- Consistency is determined during preliminary review process
- If the application is determined consistent, they can apply for the RDCS competition in March
- The RDCS competition distributes allotments for future development
- It does not grant project approval
- Projects with allotments are required to go through the entitlement process

Housing Law and Processes



- Existing California law provides for housing development that is exempt from the RDCS competition
- SB35 is a streamlined process that allows over the counter approval for housing development should the application meet very strict standards
- HAA (Housing Accountability Act) prohibits a local agency from denying housing for very low, low, or moderate-income households or creating barriers to developing housing in general
- Sets policy for all cities having a “fair share” of housing development obligations
- New laws governing housing development expected this coming legislative session.

Recommendation

1. Open/Close Public Hearing
2. Waive first and second reading
3. Introduce Ordinance ZA2018-0006 changing a zoning designation from R-2 3,500/PD Planned Development District to RAL-3,500 Residential Attached Low District

Thank You



Item # 12
AGENDA DATE: 11/28/18
SUPPLEMENT # 1

From: Rick Kent <rkent@paramit.com>
Sent: Monday, November 26, 2018 6:14:24 PM
To: 'steve.tate@morganhill.ca.gov'; 'rich.constantine@morganhill.ca.gov'; 'larry.carr@morganhill.ca.gov'; 'rene.spring@morganhill.ca.gov'; 'caitlin.jachimowicz@morganhill.ca.gov'
Cc: 'h_singla@hotmail.com'; Terry Williams; 'Jennifer.Carman@morganhill.ca.gov'
Subject: Mission Ranch Community Input on Trumark 246 unit Conceptual Plan

Good evening Morgan Hill City Council,

RE: City File No ZA2018-0006/EA2018-0020

We are the HOA board members of Mission Ranch community of R-1,7000 homes located off Mission View Drive. This email is written on behalf of our 328 home owners.

We have been told that we missed the opportunity to provide input on the land use change made by the City during General Plan amendment in 2016. We understand that use on roughly 16.5 acres (APN 728-30-003 & 004) had been changed from 1999 PUD (Assisted Health Care type use) to RAL-3500. Home owners within 600 feet were notified of public hearing on Nov 28 for the corresponding zoning change. According to staff this hearing is for removal of an outdated PD overlay.

We also obtained attached 246 unit conceptual plan filed by Trumark to compete for building allocations in the 2018 RDSCS competition. Mission View Drive is a highly impacted street with large numbers of flow through commuters off US101 in both directions. Our very diverse adjoining community located next to this site feels left out in this process with no effort made by the Developer for input on their proposal. They wish to crowd up the City chambers Wednesday night and voice opposition to the zoning change and take several exceptions to the Trumark plan. Our home owners have collectively expressed many concerns with this plan, a few of which are listed below.

We understand there is low income housing shortage and as such we are open to accepting this zone change and subsequently work with City staff and developer if you consider us an equal contributing partner to make it a better project for all. Here's the list of initial concerns expressed by our home owners. We need your assurance that all efforts will be made by the City to make this project tolerable for us.

1. Prepare and present a Master Plan of the entire 90 acres before this RDSCS application is accepted for final scoring;
2. Conceptual Plan is overly crowded to utilize maximum density allowed under the zoning with no circulation to DePaul Drive;
3. Project should increase open space by reducing unit count;
4. DePaul Drive southerly extension should be the 2nd main access into the project with Avenida De Los Padres extension eliminated;
5. The access onto Mission View eliminated to encourage traffic to flow towards the Target shopping center;
6. Project should create additional onsite parking to prevent street parking;
7. 'No Parking Signs' shall be posted on both sides of Mission View Drive;
8. This project should not be given any preferential treatment in gaining any bonus building allocations beyond what's allowed under the RDSC.

In general, we believe that high density housing should be concentrated in the downtown area and around transit hubs.

We would appreciate your comments on our concerns.

Sincerely,

Rick Kent, HOA President
Terry Williams, board member
Harry Singla, board member

Rick Kent

Chief Financial Officer
408-782-5606 (Office)
408-612-1314 (Cell)
18735 Madrone Parkway, Morgan Hill, CA 95037
www.paramit.com



----- Original message -----

From: Terry Williams <teezr@live.com>
Date: 11/26/18 9:00 PM (GMT-08:00)
To: Rick Kent <rkent@paramit.com>, ""steve.tate@morganhill.ca.gov"" <steve.tate@morganhill.ca.gov>, ""rich.constantine@morganhill.ca.gov"" <rich.constantine@morganhill.ca.gov>, ""larry.carr@morganhill.ca.gov"" <larry.carr@morganhill.ca.gov>, ""rene.spring@morganhill.ca.gov"" <rene.spring@morganhill.ca.gov>, ""caitlin.jachimowicz@morganhill.ca.gov"" <caitlin.jachimowicz@morganhill.ca.gov>
Cc: ""h_singla@hotmail.com"" <h_singla@hotmail.com>, ""Jennifer.Carman@morganhill.ca.gov"" <Jennifer.Carman@morganhill.ca.gov>
Subject: RE: Mission Ranch Community Input on Trumark 246 unit Conceptual Plan

Thank You one and all,

especially Rick, Harry and Gina.

as I move further down the road I'm still learning my exuberant passion should be dialed back a notch or two at times. I am very glad to be in this community. So glad for calm fact finders and for those that dig for the facts. Thanks to all who joined online and in person.

Kind regards

Terry

A veteran – whether active duty, retired, national guard or reserve – is someone who, at one point in his or her life, wrote a blank check made payable to the 'United States of America' for an amount of 'up to and including my life.'

Sent from Mail for Windows 10

From: Harry <h_singla@hotmail.com>

Date: November 26, 2018 at 11:30:19 PM PST

To: Terry Williams <teezr@live.com>, Rick Kent <rkent@paramit.com>, "steve.tate@morganhill.ca.gov" <steve.tate@morganhill.ca.gov>, "rich.constantine@morganhill.ca.gov" <rich.constantine@morganhill.ca.gov>, "larry.carr@morganhill.ca.gov" <larry.carr@morganhill.ca.gov>, "rene.spring@morganhill.ca.gov" <rene.spring@morganhill.ca.gov>, "caitlin.jachimowicz@morganhill.ca.gov" <caitlin.jachimowicz@morganhill.ca.gov>

Cc: "Jennifer.Carman@morganhill.ca.gov" <Jennifer.Carman@morganhill.ca.gov>

Subject: Re: Mission Ranch Community Input on Trumark 246 unit Conceptual Plan

Rick, if I may, one other important concern that has been repeatedly expressed by our members:

"Home Ownership for our young local demographic"

With all the recent momentum to build high density housing, City must figure out regulation to achieve owner occupied units. The trend over last 10 years has been that Morgan Hill has become a rental community for wealthy investors from the north and foreign lands.

Harry

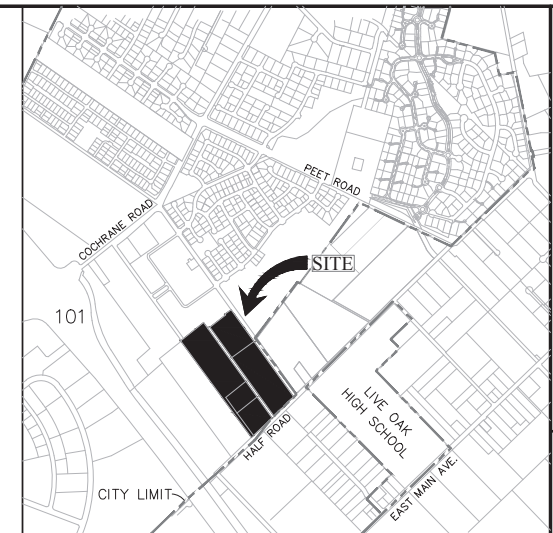
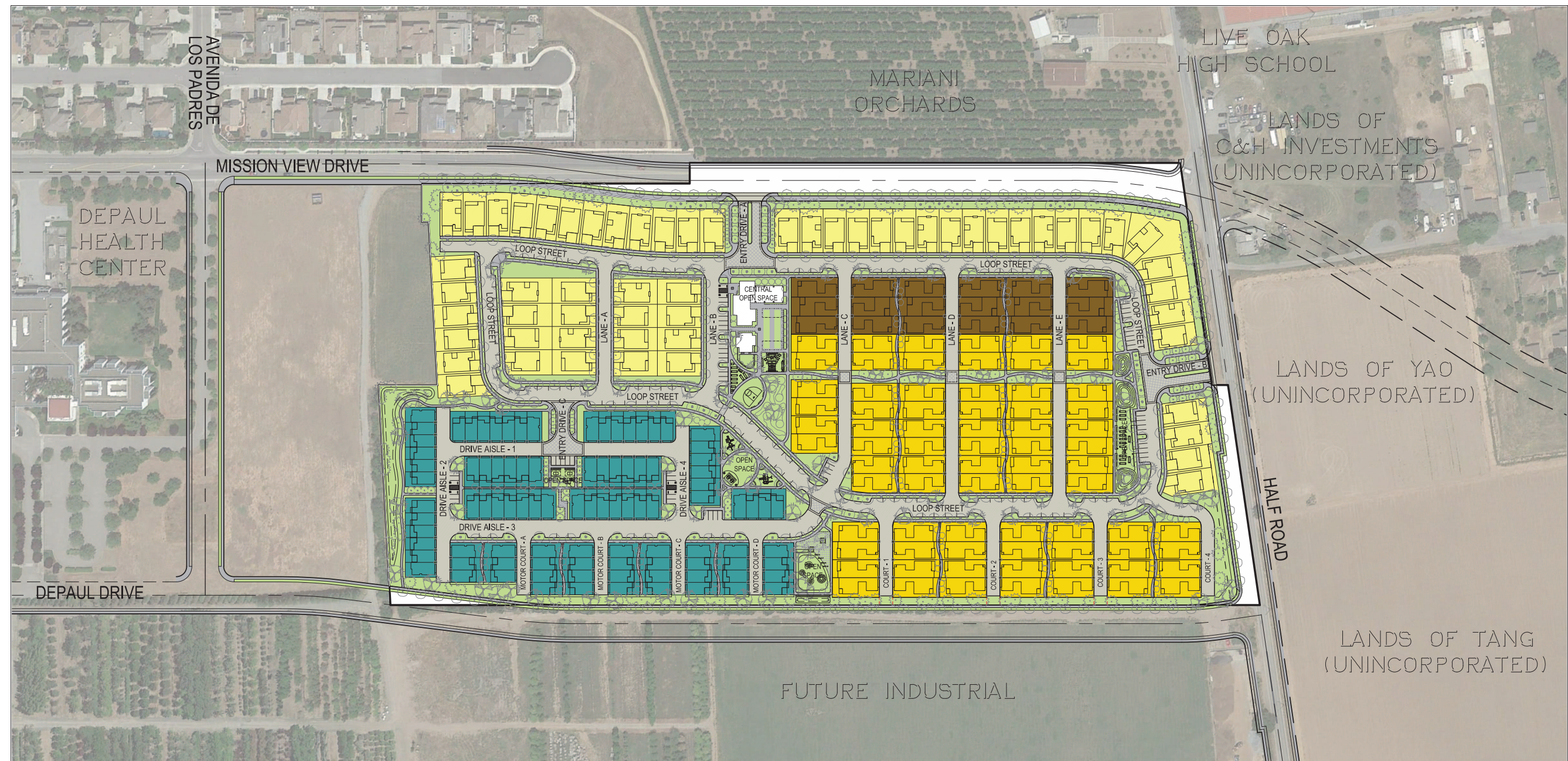
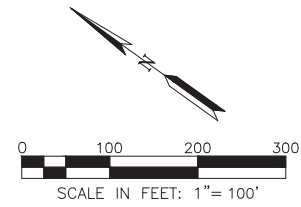


2025 General plan
Land uses

TABLE 18.18-2: RESIDENTIAL ATTACHED LOW DENSITY DEVELOPMENT STANDARDS

	Residential Attached Low Density Subzones		
	RAL-3,500	RAL-3,000	
Site Requirements			
Lot Area, Minimum			
Duplex lots	7,000 sq. ft.	6,000 sq. ft.	
Duplex corner lots	7,500 sq. ft.	6,500 sq. ft.	
Duet lots	3,500 sq. ft.	3,000 sq. ft.	
Duet corner lots	3,750 sq. ft.	3,250 sq. ft.	
Multi-family and other uses	3,500 sq. ft.	3,000 sq. ft.	
Lot Width, Minimum			18.18.030.D
Duplex lots	70 ft.	70 ft.	
Duplex corner lots	80 ft.	80 ft.	
Duet and single-family attached lots	30 ft.	30 ft.	
Duet and single-family attached corner lots	40 ft.	40 ft.	
Other uses allowed in Table 18.18-1	50 ft. or as determined through the Conditional Use Permit		
Lot Depth, Minimum	85 ft.	85 ft.	
Building Coverage, Maximum	50%	50%	
Site Area per Dwelling Unit, minimum	3,500 sq. ft.	3,000 sq. ft.	
Structure Requirements			
Setbacks, Minimum			18.56.030
Front	20 ft.	20 ft.	18.18.030.E
Rear	15 ft.; or 20 ft. for two-story, located adjacent to a single-family district	15 ft.; or 20 ft. for two-story, located adjacent to a single-family district	
Interior Side	5 ft.	5 ft.	
Street Side	15 ft.	15 ft.	
Height, Maximum	30 ft.	30 ft.	18.56.020

- SUBJECT PARCELS: 728-30-001, 002, 003, 004, 006, 009
- CURRENT LAND USE: VACANT, FALLOW
- ZONING: RESIDENTIAL ATTACHED LOW DENSITY (RAL 3.000)
- GENERAL PLAN: RESIDENTIAL ATTACHED LOW (6-16 DU/AC)
- PROPOSED LAND USE: RESIDENTIAL ATTACHED LOW (6-16 DU/AC)
- UTILITIES:
 - WATER CITY OF MORGAN HILL
 - SANITARY SEWER CITY OF MORGAN HILL
 - STORM DRAIN CITY OF MORGAN HILL
 - GAS & ELECTRIC PG&E
 - TELEPHONE VERIZON
- PRELIMINARY EARTHWORK SUMMARY:
 - CUT 10,000 CY±
 - FILL 50,000 CY±
 - NET 40,000 CY± (IMPORT)



VICINITY MAP

NO SCALE

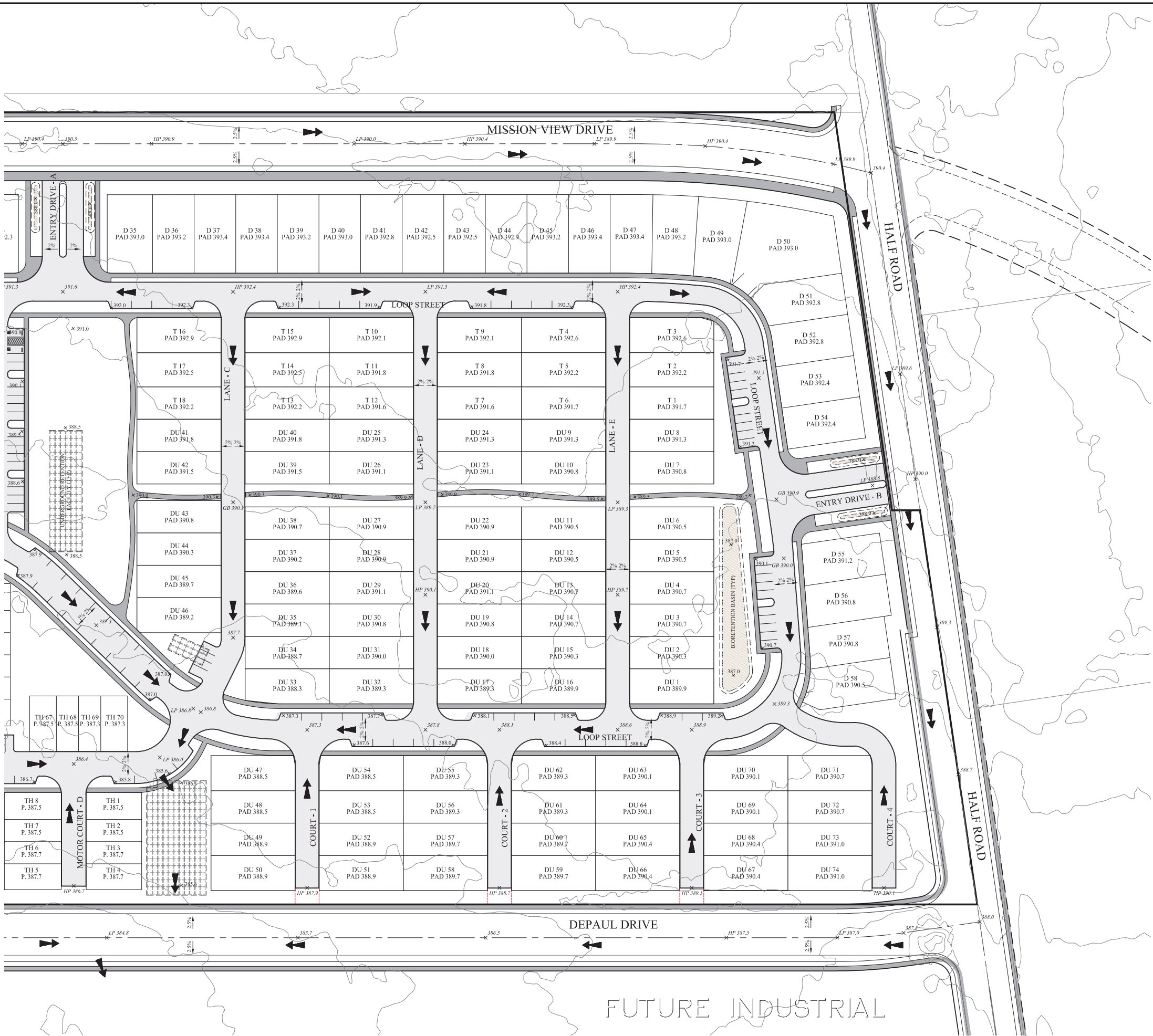
RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ■ PLANNERS ■ SURVEYORS
8055 CAMINO ARROYO, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302

TRUMARK HOMES
3001 Bishop Drive, Suite 100
San Ramon, CA 94583

DEPAUL/COCHRANE
MORGAN HILL, CALIFORNIA

AS SHOWN	DATE
	NOV 12, 2018

SHEET
MSP-02
OF 25 SHEETS
JOB NO.
182032-001



LEGEND		
PROPOSED	DESCRIPTION	EXISTING
---	BOUNDARY	---
---	EASEMENT	---
---	PROPERTY LINE	---
---	FACE OF CURB	---
---	SIDEWALK	---
---	OVERLAND RELEASE	---
---	SPOT ELEVATION	---
---	PAD ELEVATION	---
---	STORMWATER TREATMENT BASIN	---
---	UNDERGROUND RETENTION FACILITY	---

DATE	BY	REVISIONS	SCALE	DATE
			AS SHOWN	NOV 12, 2018

November 28, 2018

City Council of Morgan Hill:

Gary and I would like to object to the low income properties being planned across Mission View Drive near our home. We are concerned about the impact on our neighborhood.

If the plan is going to be approved, we would request that the housing be single family dwellings as homeowners only, no rentals. Also, we would like the entry to this new development to be from DePaul Drive.

We would appreciate you taking our requests into consideration as stated above.

Sincerely,



Gary and Jolene Knoth

18230 Tolusa Place

669-258-5391



City Manager's Quarterly Recognition Report





PEAK PERFORMANCE AWARD RECIPIENTS 2018

2018 Service Awards

5 years

Erica Corona	Human Resources Tech.
Todd Davis	Police Officer
Fernando Del Moral	Police Officer
Santiago Fierro	Police Officer
Angie Gonzalez	Council Services Asst.
Christopher Gridley	Police Corporal
Jason Lorenzo	Multi Services Officer
Kevin Nelson	Water Quality Specialist

2018 Service Awards

10 years

Candice Abdurahman

Michelle Bigelow

Lisa Cardenas

Tim Conlon

Sandra Diner

Scott Martin

Tom Neff

Jennifer Ponce

Johnny Roberson

Carson Thomas

Public Safety Dispatcher

Council Svs. & Records Mgr.

Exec. Asst. to the Chief

Utility Worker

Office Assistant II

Police Corporal

Utility Supervisor

Emergency Services Coord.

I.S. Technician

Police Sergeant

2018 Service Awards
15 years

Jorge Lopez
Custodian

Chiquy Mejia
Recreation Coordinator

2018 Service Awards
20 years

Teo Herrera
Utility Worker

Anna King
Development Services Technician



2018 Service Awards

30 years

Johnny Gonzales

Utility Worker

John Henry

Engineering Tech.

Troy Hoefling

Police Sergeant

2018 Service Awards
35 years

Toni Maiquez
Public Safety Dispatcher



PEAK PERFORMANCE AWARD WINNERS

Professional Growth – **Christie Thomas**

Teamwork – **Building Department**

Customer Service – **Tony Haro**

Innovation - **John Henry, Mark
Rauscher, & Pam van der Leeden**

Meeting Challenges – **Inga Alonzo,
Frank Alvarez**



PEAK PERFORMANCE AWARD WINNERS

Get 'er Done! – Anthony Eulo

**Highest of the High Fives! – Margarita
Huertas-Balagso**

Community Whisperer – John Amos

A decorative banner with colorful paper flags (papel picado) in white, green, yellow, and pink, strung across the top and bottom of the image. The flags feature intricate cut-out patterns and are set against a dark teal background.

PEAK PERFORMANCE AWARD WINNERS

Employee of the Year

Shane Palsgrove

New Hires

Sergio Lopez
Police Officer



Elysa Olivares
Human Resources
Technician



New Promotions

Jake Hess

Fire Chief



Retirements

Troy Hoefling
Police Sergeant



Derek Witmer
Fire Chief



NOVEMBER

Developmental Asset #41

POSITIVE CULTURAL IDENTITY

Young person feels proud of her/his cultural background.

Cultural Identity Within Our Community

Community Events:

- 4th of July Parade
- Holiday Lights Parade
- Mexican Independence Day
- Friday Night Music
- Latin Concert
- Religious gatherings



How this Relates to YAC

- Members come from different backgrounds
- We volunteer for different communities
- We create a welcoming environment
- We learn and support each others' backgrounds





NOVEMBER COMPLEMENTARY

Asset number #34

CULTURAL COMPETENCE

Young person has knowledge of and comfort with people of different cultural/racial/ethnic backgrounds.

Applying this to Our Everyday Lives

- Support others' cultures and traditions
- Communicating with people to learn about their backgrounds
- Educate others about specific cultures
- Schools give teens the opportunities to express their beliefs



**What do you do to reach out to learn
other people's cultural identities?**

