



City of Palo Alto City Council Staff Report

(ID # 9717)

Report Type: Consent Calendar

Meeting Date: 11/5/2018

Summary Title: Approval of Amendment to Stewardship Agreement Between City of Palo Alto and Grassroots Ecology

Title: Approval of Amendment Number 1 to the Amended and Restated Stewardship Agreement Between the City of Palo Alto and Grassroots Ecology for the Preservation, Protection, and Enhancement of the Enid W. Pearson Arastradero Nature Preserve Through June 30, 2022

From: City Manager

Lead Department: Community Services

Recommendation

Staff recommends that Council approve and authorize the City Manager to execute Amendment No. 1 to the amended and restated Stewardship Agreement between the City of Palo Alto and Grassroots Ecology for the preservation, protection, and enhancement of the Enid W. Pearson Arastradero Nature Preserve through June 30, 2022. (Attachment A).

Background

In 1996, the City initiated a stewardship agreement with Bay Area Action for habitat restoration and environmental education at the Enid W. Pearson Arastradero Preserve (Preserve). Bay Area Action later became Acterra. In 2016, Acterra's Land Stewardship Program became Grassroots Ecology, an independent organization.

As Acterra has continued to meet or exceed the goals of the Pearson Arastradero Management Plan, several stewardship agreement extensions and amendments have been awarded to Acterra. The most recent amendment agreement was for a five-year period beginning in Fiscal Year 2018 through Fiscal Year 2022. ([Staff Report ID # 8159](#)) Since this amendment, Acterra's stewardship program, Grassroots Ecology, has established itself as an independent 501(c)3 non-profit organization.

Discussion

Prior to June 2018, Grassroots Ecology operated stewardship programs for Acterra. Since June 2018, Grassroots Ecology was recognized by the Internal Revenue Service as an independent 501(c)3 non-profit organization. Subsequently, Acterra has assigned

Grassroots Ecology the agreement with the City for stewardship of the Preserve. Therefore, staff recommends amending the stewardship agreement to change the name on the agreement from Acterra to Grassroots Ecology. All terms, scope of work, and compensation remain the same.

Resource Impact

This recommendation has been budgeted as a continuing program in the Fiscal Year 2019 budget of the Community Services Department. There will be no additional General Fund or Capital Fund financial impact. The annual cost of stewardship at the Preserve was established as \$75,720.56 for Fiscal Year 2018 with an annual adjustment based on the Consumer Price Index for the region.

Environmental Review

This amendment represents a continuation of the same use of existing facilities and is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to section 15301 (existing facilities) of the CEQA guidelines. Therefore, no environmental assessment is required.

Attachments:

- Attachment A: Amendment No. 1 to Amended and Restated Stewardship Agreement for Pearson Arastradero Preserve

**AMENDMENT NO. 1 TO THE
AMENDED AND RESTATED STEWARDSHIP AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND GRASSROOTS ECOLOGY**

This Amendment No. 1 (this “Amendment”) to the AMENDED AND RESTATED STEWARDSHIP AGREEMENT BETWEEN THE CITY OF PALO ALTO AND GRASSROOTS ECOLOGY is entered into as of September 5, 2018 by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and GRASSROOTS ECOLOGY, a non-profit organization, located at 3921 East Bayshore Road, Palo Alto, Ca 94303, Tel. No.: (650) 419-9880 (“STEWARD”). CITY and STEWARD are also referred to herein collectively as the “Parties.”

RECITALS

- A. The Contract (as defined below) was entered into between ACTERRA, the original steward (“ORIGINAL STEWARD”) and CITY on July 1, 2017, for services as detailed therein.
- B. The ORIGINAL STEWARD and STEWARD entered into an Assumption and Assignment Agreement dated September 5, 2018 (the “Effective Date of the Assignment and Assumption Agreement”), in which the ORIGINAL STEWARD assigned the Contract to STEWARD, STEWARD assumed the Contract, and the CITY consented to such assumption and assignment. Such Assignment and Assumption Agreement is hereby attached and incorporated into this Amendment as though fully set forth herein.
- C. STEWARD and CITY wish to amend the Contract to reflect that the STEWARD is GRASSROOTS ECOLOGY as of the Effective Date of the Assignment and Assumption Agreement referenced herein, and to attach STEWARD’s insurance documentation and W-9 form to the Contract.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree as follows:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean the Amended and Restated Stewardship Agreement, dated July 1, 2017, as amended by the Assignment and Assumption Agreement.
- b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Wherever in the Contract the STEWARD is referred to as “ACTERRA” or “ACTERRA – ACTION FOR A HEALTHY PLANET”, any such reference is hereby deleted and replaced

with "GRASSROOTS ECOLOGY". Wherever in the Contract the contact information for the STEWARD is provided, it is hereby deleted and replaced in its entirety to read as follows:

GRASSROOTS ECOLOGY
Alexandra Von Feldt, Executive Director
3921 East Bayshore Road, Palo Alto, Ca 94303, Tel. no.: (650) 419-9880 x334
Email: alex@grassrootsecology.org

SECTION 3. Concurrent with the signing of this Amendment, STEWARD shall provide to CITY documentation of insurance meeting the requirements of Section N ("Insurance") of the Contract, and a copy of its W-9 form reflecting its new employer identification number ("EIN").

SECTION 4. Legal Effect. Except as herein modified, all other provisions of the Contract, including any exhibits, shall remain in full force and effect.

SECTION 5. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are hereby fully incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written above.

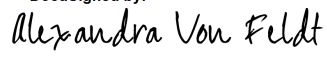
CITY OF PALO ALTO

City Manager (Contract over \$85k)

APPROVED AS TO FORM:

City Attorney or designee
(Contract over \$25k, or non-standard form)

GRASSROOTS ECOLOGY

DocuSigned by:

By: C6E8938775134AE...

Name: Alexandra von Feldt

Title: Executive Director

9/11/2018

Attachments:

The Assignment and Assumption Agreement, per Recitals Section B of this Amendment.
STEWARD'S insurance documentation.
STEWARD'S W-9 Form reflecting its new EIN.

CITY OF PALO ALTO ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is made as of September 10, 2018, by and between **ACTERRA**, a non-profit organization, located at 3921 East Bayshore Road, Palo Alto, Ca 94303, Tel. No.: (650) 962-9876 (“**Assignor**”), and **GRASSROOTS ECOLOGY**, a non-profit organization located at 3921 East Bayshore Road, Palo Alto, Ca 94303, Tel. No.: (650) 419-9880 (“**Assignee**”).

RECITALS

WHEREAS, Assignor is a party to the Agreement (as defined below); and

WHEREAS, Assignor desires to assign the Agreement, and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Definitions.** The following definitions shall apply to this Assignment:

(a) **Agreement.** The term “Agreement” shall mean the Amended and Restated Stewardship Agreement Between the City of Palo Alto and Acterra, dated July 1, 2017, between Assignor and **CITY OF PALO ALTO**, a California chartered municipal corporation (“**City**”). Such Agreement is hereby attached and incorporated into this Assignment as though fully set forth herein.

(b) **Effective Date.** “Effective Date” shall mean the date first written above.

(c) **Other Terms.** Terms used and not defined in this Assignment shall have the meanings assigned to such terms in the Agreement.

2. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Agreement and all of Assignor’s duties and obligations thereunder, to the extent arising on or after the Effective Date.

3. **Assumption.** Assignee hereby accepts the assignment transfer and conveyance set forth in Section 2 and agrees to perform all of Assignor’s duties and obligations under the Agreement, to the extent arising on or after the Effective Date.

4. **Mutual Indemnities.**

(a) **Assignor.** Assignor shall indemnify, defend and protect Assignee, and hold Assignee harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys’ fees) arising out of (a) any failure of Assignor to convey its interest pursuant to Section 2, free and clear of all third-party liens, claims or encumbrances or (b) any breach by Assignor of the Agreement or any other failure to perform or observe any of

the duties or obligations of Assignor thereunder, to the extent such breach or failure arises prior to the Effective Date.

(b) **Assignee.** Assignee shall indemnify, defend and protect Assignor, and hold Assignor harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of any breach by Assignee of the Agreement or any other failure to perform or observe any of the duties or obligations thereunder assumed by Assignee pursuant to this Assignment.

5. **Governing Law.** This Assignment shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

6. **Headings.** All section headings and captions contained in this Assignment are for reference only and shall not be considered in construing this Assignment.

7. **Entire Agreement.** This Assignment sets forth the entire agreement between Assignor and Assignee relating to the Agreement and supersedes all other oral or written provisions.

8. **Further Assurances.** From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Assignment or as may be required by City.

9. **Severability.** Should the application of any provision of this Assignment to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Assignment shall not be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of Assignor, Assignee and City.

10. **Successors; Third-Party Beneficiaries.** Subject to the terms of the Agreement, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Except as set forth in Section 12, nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than City and the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.

11. **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications regarding this Assignment or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below). All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Assignor, Assignee or City may designate a new address for purposes of this Section by notice to the other signatories to this Assignment.

If to Assignor:

ACTERRA

Adam Stern, Executive Director
3921 East Bayshore Road
Palo Alto, Ca 94303
Tel. no.: (650) 962-9876
Email: adam.stern@acterra.org

If to Assignee:

GRASSROOTS ECOLOGY
Alexandra Von Feldt, Executive Director
3921 East Bayshore Road
Palo Alto, Ca 94303
Tel. no.: (650) 419-9880
Email: alex@grassrootsecology.org

If to City:

City of Palo Alto, Community Services Department
Attn: Mark Ribeiro
3201 East Bayshore Boulevard
Palo Alto, CA 94301

12. Consent of City; No Release of Assignor; Waivers. Each of Assignor and Assignee acknowledges that the prior written consent of City to this Assignment is required under the terms of the Agreement. City shall be a third party beneficiary of this Assignment (other than Section 4) and shall have the right to enforce this Assignment. Neither this Assignment nor the consent of City set forth below shall release Assignor in whole or in part from any of its obligations or duties under the Agreement if Assignee fails to perform or observe any such obligation or duty. Assignor has entered into this Assignment and obtained such consent of City based solely upon Assignor's independent investigation of Assignee's financial condition and ability to perform under the Agreement, and Assignor assumes full responsibility for obtaining any further information with respect to Assignee or the conduct of its business after the date of this Assignment. Assignor waives any right to require City to (a) proceed against any person or entity including Assignee, (b) proceed against or exhaust any security now or hereafter held in connection with the Agreement, or (c) pursue any other remedy in City's power. Assignor waives any defense arising by reason of any disability or other defense of Assignee or any other person, or by reason of the cessation from any cause whatsoever of the liability of Assignee or any other person. Assignor shall not have and hereby waives any right of subrogation to any of the rights of City against Assignee or any other person and Assignor waives any right to enforce any remedy of Assignor against Assignee (including, without limitation, Section 4(b)) or against any other person unless and until all obligations to City under the Agreement and this Assignment have been paid and satisfied in full. Assignor waives any benefit of any right to participate in any collateral or security whatsoever now or hereafter held by City with respect to the obligations under the Agreement. Assignor authorizes City, without notice or demand and without affecting Assignor's liability hereunder or under the Agreement to: (i) renew, modify or extend the time for performance of any obligation under the Agreement; (ii) take and hold security for the payment of any obligation under the Agreement and exchange, enforce, waive and release such security; and (iii) release or consent to an assignment by Assignee of all or any part of the Agreement.

13. **Incorporation of Recitals.** The recitals set forth above are terms of this Assignment and are hereby fully incorporated herein by this reference.

14. **Documentation of Non-Profit Status.** Concurrent with the execution of this Agreement, Assignee shall provide documentation of its non-profit status, such as a copy of its articles of incorporation or equivalent.

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as of the date first referenced above.

ACTERRA (ASSIGNOR)

DocuSigned by:
By Adam Stern
FFB2B66527E459...

Name Adam Stern

Title Executive Director

9/10/2018

GRASSROOTS ECOLOGY (ASSIGNEE)

DocuSigned by:
By Alexandra Von Feldt
C6E8938775134AE...

Name Alexandra von Feldt

Title Executive Director

9/10/2018

Subject to Section 12 of this Assignment, City hereby consents to the assignment and assumption described in Sections 2 and 3 of this Assignment.

CITY OF PALO ALTO (CITY)

DocuSigned by:
Chris Anastole
2FF7A675EA6F4BF...

Purchasing Manager or Designee
Contract Administrator

Chris Anastole

9/11/2018

Approved as to Form:

DocuSigned by:
Tim Shimizu
23DECA072A0E483...

City Attorney or Designee

Deputy City Attorney

Tim Shimizu

9/11/2018

Attachments:

The Agreement, per Section 1(a) of this Assignment.

Documentation of Non-Profit Status of Assignee, per Section 14 of this Assignment.

**AMENDED AND RESTATED
STEWARDSHIP AGREEMENT BETWEEN
THE CITY OF PALO ALTO AND ACTERRA**

This Amended and Restated Stewardship Agreement (the "Agreement"), dated as of July 1, 2017, is made by and between the City of Palo Alto, a California chartered municipal corporation (the "CITY"), and Acterra, a California public benefit corporation organized under the California Nonprofit Public Benefit Corporation Law (the "STEWARD") (individually, a "Party" and, collectively, the "Parties"), in reference to the following facts and circumstances:

RECITALS:

1. The CITY owns certain Palo Alto real properties, commonly known as the Enid Pearson Arastradero Preserve (523 acres) and the Hewlett-Mullen Property 99 acres) (collectively, the "Preserve"), and shown in Exhibit A, attached hereto and incorporated herein by reference.

2. The CITY'S policy applicable to the Preserve, enunciated in the Arastradero Conceptual Master Plan, adopted June 20, 1983, is "to create a low intensity and minimal cost park with emphasis on natural and open space amenities of the land and sensitivity to the fragile foothills ecology. Uses planned for the park should not duplicate those provided in urban neighborhood or regional parks."

3. The CITY adopted a plan for the Preserve, the Arastradero Preserve Management Plan (the "Plan"), on November 12, 1996, and shown in Exhibit C, attached hereto and incorporated herein by reference.

4. The success of the Plan is directly related to the active support and involvement of the community.

5. The STEWARD intends to benefit the CITY and the general public by providing services in accordance with the CITY's referenced policy and the Plan. By this Agreement, the STEWARD will, under the direction of the City Manager, or designee, and through the use, of supervised volunteers, provide education and research programs, and perform a variety of maintenance and habitat restoration activities on the Preserve.

6. The Parties entered into a Stewardship Agreement on July 1, 2002, and now desire to amend and restate this agreement.

NOW, THEREFORE, in consideration of the following covenants, terms and conditions, the Parties agree, as follows:

SECTION 1. PURPOSE

- 1.1 The purpose of this Agreement is to have both parties cooperate in the preservation, protection and enhancement of the Preserve.

SECTION 2. SCOPE OF SERVICES

2.1 The STEWARD shall:

A. Coordinate all of its activities at the Preserve with the City Manager or designee.

B. Under the direction of the CITY, perform habitat restoration, removal and control of non-native, invasive weeds, trail maintenance and repair, litter removal, erosion control, and habitat restoration activities in accordance with the Plan.

C. Under the direction of the CITY, provide and staff educational programs to educate the public about the Preserve and its amenities.

D. Under the direction of the CITY, conduct ecological research in order to monitor the resources and the impacts of visitor use on the Preserve.

E. Under the direction of the CITY, mobilize volunteers for Preserve projects and programs.

F. Under the direction of the CITY, organize fundraising efforts for Preserve projects and programs.

G. Within sixty (60) days after the Parties' execution of the Agreement, and thereafter on or before October 1 of each year during the term of this Agreement, the STEWARD shall submit to the City Manager, or designee, a proposed written annual work plan of activities to be carried out at the Preserve during the current fiscal year. On or before December 1 of each year, the STEWARD shall submit a proposed budget and any request for CITY funding for the following fiscal year. The STEWARD and the City Manager, or designee, shall jointly review the work plan, the budget, and any request for CITY funding, and shall jointly develop performance objectives and standards for the STEWARD'S activities. Upon approval, the City Manager, or designee, shall forward any budget request in accordance with the CITY's annual budget process. Any payments from approved requests for CITY funding will be made on a quarterly basis beginning July 1, 2017. As of September 1, 2017, and on or before September 1 of each succeeding fiscal year during the term of this Agreement, the STEWARD and the City Manager, or designee, shall conduct a performance review, indicating the activities that have been carried out at the Preserve for the past fiscal year, and conformance to the agreed upon performance objectives and standards. The performance review shall serve as a basis for consideration of any requests for funding or extension of the term of this agreement.

H. The STEWARD may perform other services related to the preservation, protection and enhancement of the Preserve, as approved, in writing, by the CITY.

2.2 The CITY will:

- A. Provide overall management of the Preserve.
- B. Review all activities proposed for the Preserve. All activities of the STEWARD must be pre-approved by the City Manager.
- C. Be responsible for maintenance of all utility facilities within the Preserve, including those that do not benefit the Preserve directly.
- D. Be responsible for maintenance of all roads within the Preserve, signage, tree trimming and tree removal, fire management, law enforcement, and lake management.

2.3 The CITY may:

- A. Provide its own educational programs, conduct research, perform habitat restoration, remove and control non-native, invasive weeds, trail maintenance and repair, litter removal, erosion controls, raise funds, and supervise volunteers or contract with others to perform these duties.

2.4 As compensation for the services fully and faithfully provided during the Term specified in Section 3.1 by the STEWARD hereunder, the CITY will pay the STEWARD at the beginning of each calendar quarter, commencing July 1, 2017, upon receipt of the STEWARD's invoice the amount of eighteen thousand nine hundred thirty dollars and fourteen cents (\$ 18,930.14), for a total annual compensation of seventy five thousand seven hundred twenty dollars and 56 cents (\$ 75,720.56).

2.5 The payment amount set forth in Section 2.4 above will be adjusted on each July 1 of FY 2017-18, FY 2018-19, FY 2019-20 and FY 2020-21. The amount of the adjusted compensation will be negotiated by the Parties on or before February 1 of 2017, 2018, 2019 and 2020, respectively, and be based on an adjustment factor reflected in the Consumer Price Index - All Urban Consumers for the San Francisco-Oakland-San Jose MSA. FY 2017-18 will be considered the base year 100 for purposes of the adjustment calculation.

SECTION 3. TERM; EXTENSION; TERMINATION

3.1 The term of this Agreement (the "Term") shall be five (5) years, commencing on July 1, 2017, unless it is earlier terminated as herein provided.

3.2 The Term may be extended by the Parties for one additional five-year period.

3.2 A Party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice given to the other Party.

SECTION 4. CONTROL OF HOURS, PRICES AND PROCEDURES

4.1 The STEWARD shall have access to the Preserve for the uses specified in Section 2 during normal business hours of the Preserve. The STEWARD shall at all times maintain a written schedule, setting forth the operating hours and operating procedures for each service provided at the Preserve.

4.2 At the written request of the CITY, the STEWARD shall furnish to the City Manager, or designee, a copy of the schedules and procedures aforementioned. Should the City Manager, or designee, decide that any part of these schedules or procedures is not responsive to the needs of the public, the STEWARD, upon receipt of written notice from the City Manager, or designee, shall modify the schedules and/or procedures to the reasonable satisfaction of the City Manager, or designee. Prior to issuing such notice, the City Manager, or designee, shall personally review and confer with the STEWARD or its representative.

4.3 Because the Preserve is public property and the STEWARD is acting for and on behalf of the CITY, the STEWARD, its officers, employees, agents and representatives shall conduct themselves in a courteous and efficient manner and be neat in appearance while they are working at the Preserve. The STEWARD shall hire and retain active, qualified, competent, and experienced personnel to supervise the STEWARD'S operations at the Preserve. The STEWARD shall closely monitor volunteers and otherwise ensure the highest standards of service to the public are maintained.

SECTION 5. INSURANCE

5.1 Minimum Limits and Forms of Coverage. The STEWARD shall obtain and maintain the following insurance coverage acceptable to the CITY in full force and effect during the Term.

POLICY

MINIMUM LIMITS OF LIABILITY

A.	WORKER'S COMPENSATION	Statutory		
B.	COMPREHENSIVE AUTOMOBILE LIABILITY including owned, hired, and non-owned automobiles	Bodily Injury	\$1,000,000	ea. person
		Property Damage	\$1,000,000	ea. person
C.	COMPREHENSIVE GENERAL LIABILITY	Bodily Injury	\$1, 000,000	ea. person
			\$1,000,000	ea. occurrence
			\$1,000,000	aggregate

including products & completed operations, broad form contractual, and personal injury.	Property Damage Personal Injury	\$1,000,000 \$1,000,000	ea. occurrence ea. occurrence
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5.2 Required Clauses. Insurance shall be in full force and effect before the Term may commence. Every insurance policy required by this Agreement shall contain the following clauses:

A. "This insurance shall not be canceled, limited in scope of coverage or nonrenewed until after thirty (30) days written notice has been given to: City of Palo Alto/Superintendent Open Space and Sciences, PO Box 10250, Palo Alto, Cal. 94303".

B. "All rights of subrogation are hereby waived against the CITY OF PALO ALTO and the members of the City Council and elective or appointive officers or employees, when acting within the scope of their employment or appointment. "

C. "The CITY OF PALO ALTO is added as an additional insured as respects operations of the named insured at or from the Preserve."

D. "It is agreed that any insurance maintained by the CITY OF PALO ALTO will apply in excess of, and not contribute to, insurance provided by this policy."

5.3 Evidence of Insurance Coverage and/or Changes

- A. Certificate of Insurance. STEWARD agrees to deposit with CITY'S Superintendent, Open Spaces and Sciences, before the effective date of this Agreement, certificates of insurance necessary to satisfy CITY that the insurance provisions of this Agreement have been complied with, and to ensure that such insurance is kept in effect, with the certificates on deposit with CITY, during the entire term of this Agreement. Should STEWARD not provide evidence of such required coverage at least three (3) days prior to the expiration of any existing insurance coverage, CITY may purchase such insurance, on behalf of and at the sole expense of STEWARD, to provide six months coverage.
- B. Review of Coverage. CITY shall retain the right, at any time, to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the Risk Manager, the insurance provisions in this Agreement do not provide adequate protection for CITY and for members of the public using the Preserve, the City Manager, or his designee, may require an amount to provide adequate protection as determined by the Risk Manager. CITY's requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risk which exists at the time a change in insurance is required.

- C. Changes in Coverage. The City Manager, or his designee, shall notify STEWARD in writing of changes in the insurance requirements; if STEWARD does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, or in the event STEWARD fails to ensure that the required insurance coverage is maintained in effect, this Agreement shall be in default without further notice to STEWARD.
- D. No Limit of Liability. The procuring of such required policy or policies of insurance shall not be construed to limit STEWARD's liability hereunder nor to fulfill the indemnification provision and requirements of this Agreement. Notwithstanding said policy or policies of insurance, STEWARD shall be obligated for the full and total amount of any damage, injury, or loss caused by or connected with this Agreement, with the STEWARD'S use of the Preserve.
- E. Acceptability of Insurers. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:X.

SECTION 6. INDEMNITY

6.1 Except as provided under section 6.2, the STEWARD hereby waives all claims, liability and recourse against the CITY, including the right of contribution for loss or damage of or to persons or property arising from, growing out of, or in any way connected with or related to this Agreement. The STEWARD agrees to protect, indemnify, hold harmless and defend the CITY, its elected officials, officers, employees and agents, against any and all claims, losses, liability, demands, damages, costs, expenses or attorneys' fees arising out of the STEWARD's negligent performance or nonperformance of its obligations under the terms of this Agreement. In the event the CITY is named as co-defendant, the STEWARD shall notify the CITY of such fact and shall represent the CITY in such legal action, unless the CITY undertakes to represent itself as codefendant in such legal action, in which event the STEWARD shall pay to the CITY its reasonable litigation costs and expenses, including reasonable attorneys' fees.

6.2 The CITY agrees to protect, indemnify, hold harmless and defend the STEWARD, its officers, employees and agents, against any and all claims, losses, liability, demands, damages, costs, expenses or attorneys' fees arising out of the CITY's negligent performance or nonperformance of its obligations under the terms of this Agreement.

SECTION 7. NO PROPERTY RIGHTS

7.1 The Parties agree that this Agreement shall not confer any property right upon the STEWARD or its officers, employees, members or volunteers. Any work performed for the benefit of the Preserve and any improvements placed or constructed at

the Preserve shall conform to the CITY's standards and approved by the City Manager, or designee, and shall, upon acceptance, become the property of CITY.

SECTION 8. ASSIGNMENTS

8.1 As the CITY has relied on the specific background and capabilities of the STEWARD in the award of this Agreement, any mortgage, pledge, hypothecation, encumbrance, transfer, sublease, or assignment (collectively referred to as "Encumbrance") of the STEWARD's interest in the Preserve or any part or portion thereof, is prohibited. Any attempted Encumbrance shall be null and void and shall confer no right, title, or interest in or to this Agreement.

SECTION 9. NOTICES

9.1 Unless otherwise required by the terms and conditions of this Agreement, whenever notice is required to be furnished by this Agreement, it shall be mailed, first class, postage prepaid, to the following:

To CITY:

City Clerk
City of Palo Alto
P.O. Box 10250
Palo Alto, CA 94303

To STEWARD:

Executive Director
ACTERRA
3921 E. Bayshore Road, Suite 202
Palo Alto, CA 94303-4303

with a copy to:

Division Manager, Open Space, Parks & Golf
City of Palo Alto
P.O. Box 10250
Palo Alto, Ca 94303

SECTION 10. EXHIBITS TO AGREEMENT

10.1 General Conditions. All general terms, conditions, and provisions applicable to contracts respecting land entered into by the City shall apply to this Agreement, and the same is attached hereto and incorporated herein by reference as Exhibit B.

10.2 This Agreement includes the following, which are expressly attached here to and by this reference incorporated into this Agreement:

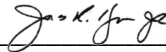
Exhibit A - Map showing area of the Preserve
Exhibit B - General Conditions
Exhibit C - Arastradero Preserve Management Plan (dated July 1, 2002)

The inclusion of provisions in Exhibit B (General Conditions) is not in any way intended to lessen their importance, but is merely done to enhance the organization of various sections and this Agreement.

IN WITNESS WHEREOF, the Parties by their duly appointed representatives have executed this Agreement as of the date first above written.

CITY OF PALO ALTO


ACTERRA

DocuSigned by:


C6E893877513475
City Manager

DocuSigned by:


C6E893877513475
Executive Director

DocuSigned by:


C6E893877513475
City Attorney or Designee

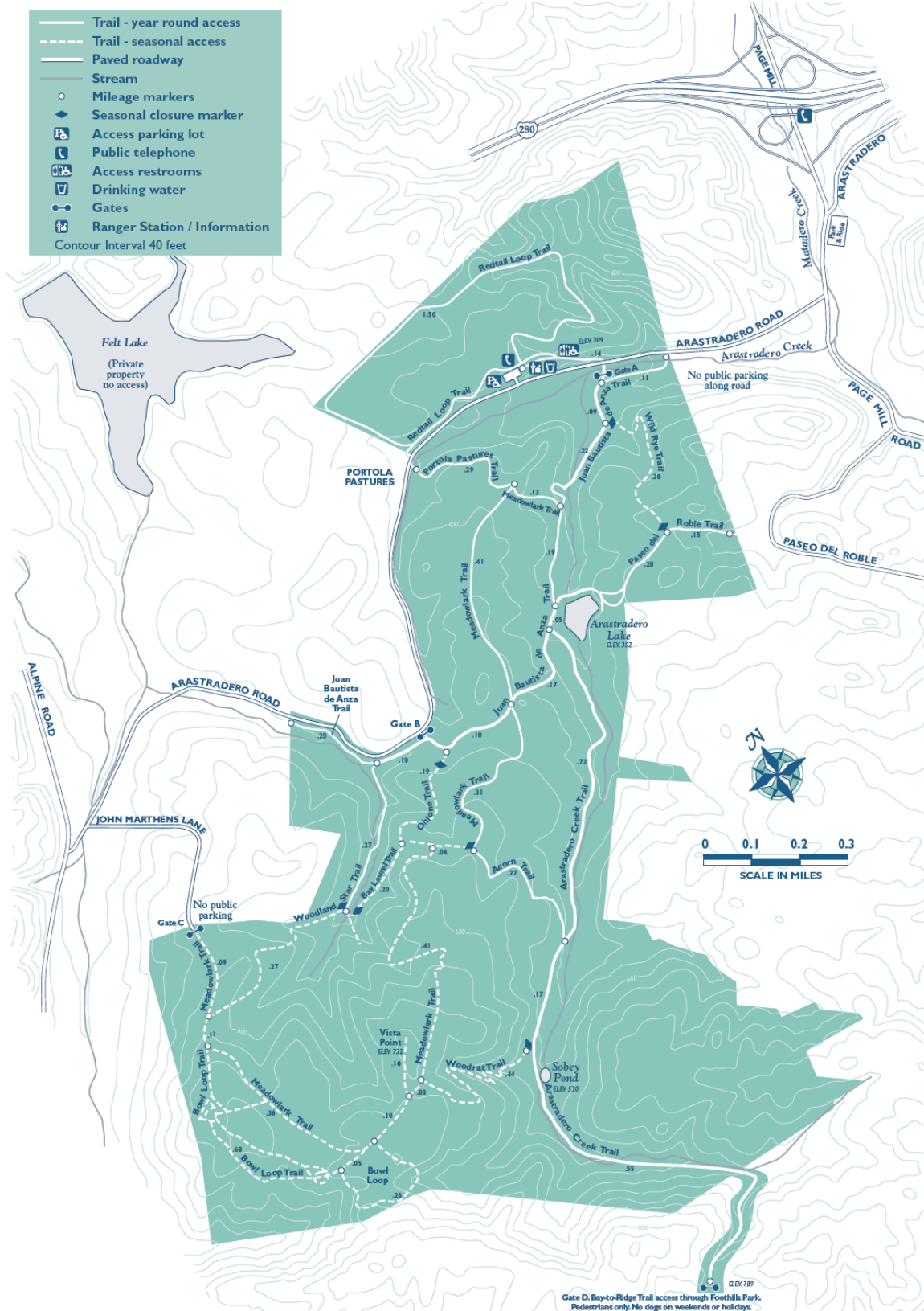


EXHIBIT B GENERAL CONDITIONS

1. DEFINITIONS

CITY shall mean the City Council of the City of Palo Alto, a municipal corporation. The City Manager is hereby authorized to take any actions under this Agreement. Clauses in this Agreement refer to specific officers or employees of CITY. Should these positions be eliminated or the title changes, it is understood and agreed that such references shall be considered to be to the new title for renamed positions or to the replacement official designated with the responsibilities of any eliminated position.

2. ASSURANCES

A. Each Party represents and warrants that it has the authority to enter into this Agreement.

B. STEWARD is a duly qualified nonprofit corporation authorized to do business in Santa Clara County.

3. TIME

Time is of the essence of this Agreement.

4. PERMITS AND LICENSES

STEWARD shall be required to obtain any and all permits and/or licenses which may be required in connection with the operation of the Preserve as set forth in this Agreement.

5. AMENDMENT ORGANIZATION AND RULES OF CONSTRUCTION

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby", "hereof" "hereto", 'herein', "hereunder and any similar terms, as used in this Agreement, refer to this Agreement. All the terms and provisions hereof shall be construed to effectuate the purposes set forth herein, and to sustain the validity hereof. The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions

hereof or be considered or given any effect in construing this Agreement **or** any provision hereof in ascertaining intent, if any question of intent shall arise.

6. ENTIRE AGREEMENT; AMENDMENTS

This Agreement sets forth the entire agreement between Parties. Any modifications must be written and properly executed by both Parties.

7. UNLAWFUL USE

STEWARD agrees that no improvements shall be erected, placed upon, operated, nor maintained upon the Preserve, nor any business conducted or carried on therein or therefrom, in violation of the terms of this Agreement, or of any regulation, order of law, statute, or ordinance of a governmental agency having jurisdiction over STEWARD'S use of the Preserve.

8. NONDISCRIMINATION

STEWARD and its employees shall not discriminate against any person because of race, color, religion, ancestry, age, sex, national origin; disability or sexual preference. STEWARD shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, disability or sexual preference. STEWARD covenants to meet all requirements of the Palo Alto Municipal Code pertaining to nondiscrimination in employment. If STEWARD is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the conduct of its activities under this Agreement by the State of California Fair Employment Practices Commission or the equivalent federal agency or officer, it shall thereby be found in default under this Agreement, and such default shall constitute a material breach of this Agreement. CITY shall then have the power to cancel or suspend this Agreement in whole or in part.

9. DISPOSITION OF ABANDONED PERSONAL PROPERTY

If STEWARD abandons the Preserve or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to STEWARD and left on the Preserve forty-five (45) days after such abandonment or dispossession shall be deemed to have been transferred to CITY. CITY shall have the right to remove and to dispose of such property without liability therefore to STEWARD or to any person claiming under STEWARD, and shall have no need to account therefore.

10. HAZARDOUS SUBSTANCES

A. Definition. As used herein, the term "Hazardous Materials" means any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing risk of injury to health, safety, and property, including petroleum and petroleum products and all of those materials and

substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the California Water Quality Control Board, the U.S. Department of Labor, the California Department of Industrial Relations, the California Department of Health Services, the California Health and Welfare Agency in connection with the Safe Water and Toxic Enforcement Act of 1986, the U.S. Department of Transportation, the U.S. Department of Agriculture, the U.S. Consumer Product Safety Commission, the U.S. Department of Health and Human Services, the U.S. Food and Drug Administration or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment. Without limiting the generality of the foregoing, the term "Hazardous Materials" shall include all of those materials and substances defined as 'toxic materials' in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, as the same may; be amended from time to time.

B. STEWARDS Use of Preserve. During the term of this Agreement, STEWARD shall abide and be bound by all of the following requirements:

i. STEWARD shall comply with all laws now or hereafter in effect relating to the use of Hazardous Materials on, under or about the Preserve, and STEWARD shall not contaminate the Preserve, or its sub surfaces, with any Hazardous Materials.

ii. STEWARD shall restrict its use of Hazardous Materials in the Preserve to those kinds of materials that are normally used in constructing the Project. Disposal of any Hazardous Materials at the Preserve is strictly prohibited. Storage of such permissible Hazardous Materials is allowed only in accordance with all applicable laws now or hereafter in effect. All safety and monitoring features of any storage facilities shall be approved by CITY'S Fire Chief in accordance with all laws.

iii. STEWARD shall be solely and fully responsible for the reporting of all Hazardous Materials releases to the appropriate public agencies, when such releases are caused by or result from STEWARD'S activities on the Preserve. STEWARD shall immediately inform CITY of any release of Hazardous Materials, whether or not the release is in quantities that would otherwise be reportable to a public agency.

iv. STEWARD shall be solely and fully responsible and liable for such releases at the Preserve, or into CITY'S sewage or storm drainage systems. STEWARD shall take all necessary precautions to prevent any of its Hazardous Materials from entering into any storm or sewage drain system or from being released on the Preserve. STEWARD shall remove releases of its Hazardous Materials in accordance with all laws. In addition to all other rights and remedies of CITY hereunder, if the release of Hazardous Materials caused by STEWARD is not removed by STEWARD within ninety (90) days after discovery by STEWARD, CITY or any other third party, CITY may pay to have the same removed and STEWARD shall reimburse CITY for such costs within five (5) days of CITY'S demand for payment.

v. STEWARD shall protect, defend, indemnify and hold harmless CITY from and against all loss, damage, or liability (including all foreseeable and. unforeseeable

consequential damages) and expenses (including, without limitation, the cost of any cleanup and remediation of Hazardous Materials) which CITY may sustain as a result of the presence or cleanup of Hazardous Materials on the Preserve.

vi. STEWARD'S obligation under this Clause shall survive the expiration or earlier termination of this Agreement.

EXHIBIT C ARASTRADERO PRESERVE MANAGEMENT PLAN

CITY OF PALO ALTO MANAGEMENT PLAN FOR THE ARASTRADERO PRESERVE

Purpose

The purpose of this Management Plan is to provide guidelines for staff implementation of City Council direction regarding the management of the Pearson Arastradero Preserve and the Hewlett-Mullen property.

Council Policy and Mission Statement

At its meeting of July 23, 1984, the City Council adopted a Conceptual Master Plan for the creation of a "low intensity and minimal cost park, with emphasis on the natural and open space amenities of the land and sensitivity to the fragile foothills ecology. Uses planned for the park should not duplicate those provided in urban neighborhood or regional parks." The Conceptual Master Plan was based, in large part, on the recommendations of an eight-member Arastra Citizens Advisory Committee. This statement became, and remains, the mission statement for the Preserve. This Plan incorporates habitat preservation as its primary goal, while at the same time providing for appropriate public access and activities. In instances where public access and activities conflict with the natural values of the Preserve, the preservation of the natural values of the Preserve shall prevail.

Responsibilities

The ***City Council*** is responsible for providing policy direction on all use of the Arastradero Preserve. The public's use of the Preserve is regulated by ordinances contained within the City's Municipal Code.

The ***Community Services Department*** has primary responsibility for implementing the elements of this Plan. Enforcement of the City's Municipal Code, as it relates to the Pearson Arastradero Preserve, will be the responsibility of the park ranger staff, with support from other City departments. Park rangers will also have a major role in responding to fire and medical emergencies on the Preserve.

The Steward, who will be a contracted nonprofit, local, community-based organization, may be used in maintaining the Preserve. The mission of the Steward would be complimentary to the mission of the Preserve and would enter into a contractual agreement for designated shared stewardship responsibilities for the Preserve.

Working under the direction of the City, the Steward will assist in habitat restoration, removal and control of non-native, invasive weeds, trail maintenance and repair, educational activities, research and riparian habitat management.

The Steward's responsibilities for each of these areas are discussed in more detail in the Appendix to this Plan. Notwithstanding, the overall administration and management of the Arastradero Preserve remains the responsibility of the City of Palo Alto.

The ***Department of Public Works*** is responsible for the oversight and coordination of engineered capital improvement projects on the Preserve.

The ***Utilities Department*** is responsible for maintenance of all electric, gas, water and wastewater facilities on the Preserve. Their activities are described in greater detail in Chapter 5 of the Management Plan, "Utilities Department Maintenance Responsibilities on the Preserve."

The Fire Department is responsible for wildland fire prevention and suppression on the Preserve through implementation and revision of the Foothills Fire Management Plan. The Department's activities are described in greater detail in the chapter on "Open Space Management and Habitat Protection."

The success of this Management Plan is directly related to the support the Preserve receives from the community. This support may come as financial contributions for specific activities on the Preserve, from individual volunteers working on projects, and from nonprofit organizations which provide groups of volunteers to assist in such activities as trail maintenance and repair, litter removal, erosion controls, and habitat restoration.

CHAPTER 1: HISTORY OF THE ARASTRADERO PRESERVE

In August 1969, Arastra Ltd., the owners of the Arastradero property, applied for a Planned Community zone change for construction of 1,776 dwelling units. The City denied this proposal. During this same period, the City hired a consultant to study land use and the ability of the City to provide services to potential foothills developments.

The City Council amended the Comprehensive Plan in June 1971, to include most of the foothills area in "Open Space - Controlled Development." An Open Space Element for the General Plan was subsequently adopted in April 1972. That year, the City also adopted an Open Space zone district, which required an average of ten acres per dwelling unit. In September 1972, Arastra Ltd. sued the City, claiming \$15.6 million in damages, plus interest, attorney's fees and costs.

Litigation proceeded for the next three years. In September 1975, the U. S. District Court ruled in Arastra Ltd.'s favor that the zoning amounted to a "taking" of Arastra's property and that all that remained to be completed was determination and payment of the value of

the land as of September 1972. The City was ordered to purchase the land. Arastra Ltd. and City officials met several times and reached agreement out of court to settle the suit. A settlement fee of \$7,475,000 was paid to Arastra Ltd. in July 1976, and the City became the fee owner of the property, which, in addition to the approximately 510 acres, included a six-bedroom, 5,965 square foot house, a large barn and a second, small two-bedroom house.

In 1981, the Council adopted an ordinance dedicating 432.781 acres of the Pearson Arastradero Preserve as park land. In 1992, the Council dedicated 77.219 acres of the Preserve as park land. In addition, in 1982 the Council dedicated 99.002 acres of the Hewlett-Mullen property as parkland. Although not officially a part of the Arastradero Preserve, the Hewlett-Mullen property is included as part of this Management Plan. The total acreage for the area contained within the Plan is around 609 acres.

In March 1992 (CMR: 165:92), staff requested Council direction as to the future of the improvements within the Pearson Arastradero Preserve. Staff recommended the demolition of the main and small houses, with the retention of the barn for use by the Recreation, Open Space and Sciences Division. Council, instead, directed staff to proceed with a Request for Proposal (RFP) to solicit alternatives for use of the structures on the Preserve, consistent with the requirements of the park dedication ordinance. In July 1993 (CMR: 432: 93), staff presented the responses to the RFP. The Challenge Learning Center (CLC) responded and then withdrew its proposal, citing in its decision to withdraw the "unwarranted, large time and expense anticipated in dealing with the opposition raised by Arastradero neighbors, and the fact that staff would not be able to recommend the proposal to Council in light of neighborhood concerns." Staff again recommended the demolition of the main house, as well as the small house, and the retention of the barn. Council, instead, referred the question of the disposition of the Preserve main house to the Policy and Services Committee for "consideration of subdividing the home for use as a single-family residence or other options that may be determined." The Policy and Services Committee recommended to Council, and Council ultimately approved, demolition of both the main house and caretaker's house.

On June 19, 1995, Council approved the 1995-96 Capital Improvement Program, which included \$90,000 for a project to dismantle the Arastradero main house and caretaker's house. At that time, however, Council directed staff to prepare an RFP for use of the main house, prior to proceeding with removal. Staff transmitted the RFP to Council in October 1995, and after receiving approval, solicited proposals. Proposals were received, from Bay Area Action and the Children's Tree House. Staff recommended that Council reject both proposals.

On March 11, 1996, Council adopted the staff recommendation to reject both proposals and further directed staff to take the following steps: 1) proceed with the removal of the structures, utilizing the prior budget funding of \$90,000, with the focus on the reuse and recycling of the materials from the structures, and report back to Council prior to the removal of the structures; 2) explore the possibility of a public/private partnership for both the structural work and habitat restoration implementation steps and with respect to

the "stewardship" concept; 3) pursue with the individuals represented by attorney Theodore Carlstrom their contribution of \$350,000 to the City in connection with carrying out the steps in the recommendation; 4) pursue the implementation of the habitat restoration in the areas where the structures are currently located; and 5) explore the potential for a new modest facility (less than 1,500 square feet) as a gateway to the Pearson Arastradero Preserve, with the potential reuse of the materials from the existing structures.

On May 13, 1996, staff presented to Council, for which approval was received, a project work plan to implement Council direction for the Preserve.

CHAPTER 2: INTERPRETIVE SERVICES AND RESEARCH

Interpretive services and research on the Pearson Arastradero Preserve will be the responsibility of the City of Palo Alto, with the active support of the Steward, City staff will review and approve all proposed Steward interpretive and research activities on the Preserve and will evaluate such activities for their impact on the Preserve, and for their value to the community.

Interpretive Services

City staff and the Steward will conduct limited interpretive services, These services will include programs on the natural and human history of the Preserve, as well as programs on habitat restoration and biological research activities, These programs will be made available both during the week and on weekends and will be designed to assist the public in developing a better understanding and appreciation of the unique natural values of the Preserve.

Based on usage, and in order to protect the natural values of the Preserve, City staff may place limitations on the number and types of interpretive programs offered by both the Steward, the City, and other organizations.

Research Activities

The Pearson Arastradero Preserve provides an opportunity for research on the effects of human activity on natural systems, Although minimally developed, the Preserve has had a long human history, which included livestock grazing, Proposed research on ecological and human impact on the Preserve will be approved in advance by the City, The City will also monitor all research activities to ensure that such activities do not negatively impact the natural values of the Preserve and provide a benefit to the community.

The intent is for this research to directly benefit the Preserve through the identification of issues related to habitat restoration and preservation, and the possible development of management techniques designed to maintain the Preserve in as natural a condition as possible, Another goal of research on the Preserve is to provide information that will assist in the management of other open space areas in the region.

CHAPTER 3: OPEN SPACE MANAGEMENT AND HABITAT PROTECTION

Although nature preserves are intended to be maintained with minimal human activity, there are several situations which require active human involvement to protect native plant and animal species and to maintain the habitat in as natural a state as possible. One element of the 1984 Conceptual Master Plan for the Preserve was to, Return the land to its natural state as much as possible, with protected plantings of native oaks and elimination of intruding vegetation, using ecologically sound methods, and eventually placing utilities underground. In addition, on August 13, 1990, the City Council established a policy for overall open space management and habitat protection, which contained the following components:

1. The official policy of Palo Alto will be to retain natural habitat, except in areas where qualified City personnel certify that plants create a fire hazard or on firebreaks, roads or trails which are routinely maintained.
2. In times of higher fire danger, when public safety concerns require the use of non-routine fire prevention methods, the policy of the City of Palo Alto will be to use the least intrusive methods on open space lands. These methods, in the order they are to be used, are:
 - a. Establish fire lines on the perimeters of open space lands, leaving the centers natural.
 - b. Mow, rather than disc, fire lines when the terrain permits.
 - c. Disc fire lines.
 - d. Use herbicides as a last resort.
3. Prior to weed abatement activity, staff will identify and mark for protection any suspected nesting sites for burrowing owls or other ground dwelling animal species.
4. Herbicides shall not be used for weed abatement, except for the control of poison oak in high use areas or interfering with City weed abatement activity. The use of herbicides for this purpose is to be at the discretion of the Superintendent of Open Space and Sciences.
5. Private land owners should be encouraged to follow City policies on weed abatement.

Habitat Restoration

Working under the direction of the City, the Steward will design and recommend a habitat restoration plan for the Preserve. Upon approval, the City will implement the plan with the active support of the Steward. The plan will include:

- Habitat restoration on the site of the former houses and barn.
- Development of a tree planting plan and implementation schedule, incorporating the use of local, native sources of trees, with an emphasis on the re-establishment of oaks on the Preserve.
- Habitat restoration of other sections of the Preserve.
- Maintenance of restored areas during the first few years of new vegetation growth. This includes watering of plants and removal of any remaining non-native invasive weeds.
- Monitoring of habitat restoration activities, to determine the effectiveness of the plan and to identify areas for further research or effort.

Habitat restoration activities may require the closing of sections of the Preserve for periods of time, to allow grasses, trees and shrubs to become established. Areas to be closed for habitat restoration will be approved by the City. Appropriate signs will be installed to notify the public of the areas closed. These signs will be posted, both in the parking lot and adjacent to the closed area(s).

Management of Non-Native Invasive Weeds

Non-native, invasive weeds are encroaching on the natural habitat of the Pearson Arastradero Preserve. These include but are not limited to:

- Canary Grass
- Yellow Star Thistle
- Bull Thistle
- Bristly Ox-Tongue
- Poison Hemlock
- Fuller's Teasel
- Fennel
- Italian Thistle
- French Broom
- Pampas Grass

The Steward will develop and submit to the City a recommended plan for the removal or control of non-native, invasive weeds. Upon approval, the City and Steward shall implement the plan.

Methods of control of non-native invasive weeds will include:

- Hand and mechanical clearing of the plants, including removal of root stock
- Mowing prior to the full development of seeds or fruiting bodies
- Re-seeding of cleared areas with native plants, primarily grasses
- Planting of native trees and shrubs

Poison Oak Management

Compared with other open space lands operated by the City, poison oak is not a major problem on the Preserve. Where poison oak is found in dense concentration, generally along trails and around Arastradero Lake, poison oak will be controlled by trimming or removal. Herbicides shall be used as a last resort. Poison oak management will remain the responsibility of the City, with support as appropriate, from the Steward.

Tree Trimming

Trees on the Pearson Arastradero Preserve are trimmed or removed only when they create a hazard to the public. This usually involves trees which are along roads or on the trail system. City staff will respond to any tree issues on the Preserve. Trimming of trees along the edge of the utility road will be the responsibility of the City.

Lake Management

City staff is responsible for the removal of pond weed and cattails from Arastradero Lake. Tills work is accomplished through mechanical harvesting of materials to maintain fishing and viewing access to the Lake. No chemicals are used to control pond weed and cattail growth. Materials harvested are composted on site, to reduce the costs of transporting the materials to the City's Refuse composting facility.

Periodic fish creel census or other assessment work will be conducted by City staff to determine the health of the fish population in Arastradero Lake. There are no plans for restocking the Lake with fish. This is consistent with the 1983 Conceptual Master Plan.

There are no plans to perform any lake management activities on the small lake, sometimes referred to as John Soby Lake.

Riparian Habitat Management

Working with an existing citizens' committee, the City will proceed with the Public Works Department's Capital Improvement Projects for seismic repairs to Arastradero Lake dam and for repairs or replacement of the culvert system and erosion control on Arastradero Creek, between Arastradero Lake and the Preserve's southern boundary.

The role of the Steward will be to assist the City in riparian habitat management along Arastradero Creek.

Wildlife Management

Wildlife management on the Preserve will be limited during the first few years of this Plan to observations and research related to existing animal populations. The City and the Steward will work collaboratively on the development of a long range wildlife management plan, when appropriate.

The City's Wildlife Management Team will continue to collect information related to mountain lion sightings on the Preserve, and will continue to inform the public of any changes in mountain lion activity in the area. City staff will work closely with the State Department of Fish and Game and the U. S. Fish and Wildlife Service regarding any management issues related to mountain lions on the Preserve.

Fire Management

Given the above policy guidelines, Open Space and Fire Department staff will maintain the disked fuel breaks on the Pearson Arastradero Preserve, as outlined in the 1982 Foothills Fire Management Plan. This includes the disking of most perimeters which border homes and all perimeters of the 77-acre parcel. The only exception to the Foothills Fire Management Plan is that the disc lines on the Preserve will continue to be maintained at 60 or 120 foot widths, depending on the location of the disk line.

Staff from Open Space Division and the Fire Department will continue to work with the disking contractor and concerned citizens over the issues of habitat disruption and the loss of seedling oaks within the disc lines. In addition, staff will direct the Steward in the identification and marking for protection of any suspected sites for burrowing owls.

Although included as an element of the City's Fire Management Plan, proscribed burning of sections of the Preserve is not now being considered.

CHAPTER 4: CONSTRUCTION AND MAINTENANCE OF FACILITIES

Trails

Formal trails on the Preserve are generally former access roads, constructed before the City acquired the property in 1976. Because of increased traffic of all kinds on the Preserve, numerous informal trails have become established. These are particularly evident since the Preserve became a popular area for mountain bikes.

In March 2001, City Council adopted a comprehensive Trail Master Plan for the Pearson Arastradero Preserve. This document designates year-round and seasonal use trails, standards for the maintenance of these trails and guidelines for the construction of new trails. The Trail Master Plan also provides important information on areas of environmental constraint that has affected certain trail recommendations. This document

will provide direction to staff and the Steward on methods of trail maintenance and repair.

Generally, trails will be maintained by removing overhanging vegetation, repairing the trail tread, and controlling erosion.

The City will work with the Steward to close informal trails as part of the habitat restoration plan for the Preserve. Signs stating "Trail Closed: Habitat Restoration" will be installed at the junctions of formal and informal trails. Soil preparation and seeding of informal trails will be conducted by the Steward under the direction of City staff. In addition, an active program of educating the public about the proper use of the Preserve and its trail system will be implemented by the City with the support of the Steward.

Sections of the formal trails on the Preserve may be closed for maintenance or habitat restoration. Trails may be closed to equestrian, bicycle, pedestrian or all travel during wet weather, when such traffic would damage the trail surface. Signs notifying the public about trail closures will be posted in the parking lot, trail heads and trail junctions.

One of the significant current issues related to the management of the Preserve is mountain bike activity on both the formal and informal trails. Staff has noticed a considerable increase in the number of informal trails ("single-track" trails), which contribute to overall environmental degradation of the Preserve, and which increases the potential for erosion and accidents. Based on the Municipal Code, bicycles are restricted to designated trails. Staff will increase its efforts to educate bicyclists to the need to stay on the trails. Staff and the Steward will work together to remove informal trails through habitat restoration. And, as a last resort, staff will use its citation powers to enforce the ordinances protecting the Preserve.

Road Repair and Maintenance

The Arastradero Creek Trail, Meadowlark Trail (Segment 1), Juan Bautista de Anza Trail (Segments 2 and 5), Woodland Star (Segment 1), and the connecting asphalt road to the Corte Madera water tank are the only designated vehicle-accessible service trails on the Preserve. As mentioned elsewhere in this Plan, these 10-foot wide gravel trails are maintained by the Utilities Department.

Signs and Fence Standards

In keeping with the low intensity use for the Preserve, the sign standards for the Pearson Arastradero Preserve are as follows:

Trail markers and signs will be made of painted aluminum, with a brown background and yellow lettering. The signs will be mounted on one (or two, if needed) 6-inch x 6-inch redwood post, extending no more than four feet above the ground. The intent is to have the signs accomplish their intended purpose without becoming the dominant features of

the landscape. The only exceptions to this standard are the retention of the existing large wooden signs with routed lettering.

Split rail fencing will be the fence standard for future fencing projects on the interior of the Preserve. The existing fencing will be maintained along the perimeter, with replacement fencing being installed only in areas where there is a need to protect the Preserve from unauthorized access, including motor vehicles and motorcycles.

Additional signs will be added, as needed, to direct visitors and to mark areas where habitat restoration is occurring or to provide trail closure information.

Because large, carved wooden trail signs and interpretive displays in parking lots and at trail heads are often targets of vandalism, trail maps will continue to be made available in the parking lot and preserve entrances.

Picnic Areas and Benches

Presently, there is a single picnic table on the Vista Point trail. The table is made of galvanized leg supports, with wooden benches and tabletop. No other picnic facilities are proposed. Benches have been approved for three locations on the Preserve. Bench standards will be comparable to those used at the Baylands Nature Preserve (six-foot oak, 13-slat contour benches, with metal ground installed frame). Benches will be made of wood, varnished and constructed in such a way as to minimize maintenance and vandalism.

Trash Receptacles

Trash receptacles are located at the parking lot and at Arastradero Lake. There are no plans for additional trash receptacles on the Preserve, in keeping with the philosophy that visitors to the Preserve should carry their trash out with them.

Restrooms

Two portable restrooms are located at the parking lot, one of which provides handicapped access.

Drinking Fountains and Horse Watering Troughs

There is one drinking fountain at the parking lot. In addition, staff proposes the installation of a drinking fountain at Arastradero Lake.

Staff also proposes moving the horse trough from the barn site to Arastradero Lake.

Parking Lot and Bicycle Racks

During the development of conceptual plans for a gateway facility, citizens and staff discussed the expansion of the present 35-space gravel parking lot presently located on the 77 acre portion of the Preserve. The consensus of the design committee was to not expand the parking lot at this time. Limiting the impacts on the Preserve by users and limited funds were the factors that led to this decision. Since the lot often becomes full on warm weekend days, staff created a 20-space, unsurfaced overflow parking area which could be opened for special events.

The parking lot will remain unlighted and closed when the Preserve is closed.

Bicycle racks in the Arastradero Road parking lot are rarely used. Most park visitors with bicycles either transport them in vehicles to the parking lot or ride them directly onto the Preserve from other locations. Bicycle parking will be included in the designs for the gateway facility.

Gateway Facility

As part of the work plan for the Preserve approved by the City Council on May 13, 1996, staff will explore the potential for a new, modest facility to be used as a gateway to the Pearson Arastradero Preserve.

CHAPTER 5: UTILITIES DEPARTMENT MAINTENANCE RESPONSIBILITIES ON THE PRESERVE

Electric Utility

The electric utility service for the Alexis Drive area, Foothills Park and other City electric customers in the foothills is provided by the 12,470-volt overhead electric power lines entering the Pearson Arastradero Preserve from Arastradero Road near Tracy Court. The overhead electric lines continue into the Preserve and split near Arastradero Lake and the Corte Madera Booster Station. One leg continues overhead toward Alexis Drive, then goes underground along Alexis Drive and the adjoining streets. The main line continues overhead along Arastradero Creek. The overhead line splits again near the Boronda Reservoir. The main line continues a short distance overhead into Foothills Park. A tie line goes underground to the end of Alexis Drive, providing an alternate feed into the Alexis Drive area, should the direct buried underground cables along Alexis Drive fail.

The overhead facilities are standard wood poles with eight to ten-foot wood cross arms. The three current-carrying wires are installed on insulators on top of the cross arm. The wood poles (fir) are treated with approved preservatives to extend their life. Their expected life is 30 years. However, because of the increased exposure to termites and insects, the last set of poles along Arastradero Creek lasted only 20 years. The poles were replaced in 1993-94.

City-owned low-voltage communication cables are often mounted on the power poles and buried near the underground cables. These cables (about 1 inch in diameter) provide interconnection between water pumps, gas pressure sensors, water reservoirs, fire stations and radio facilities. Some maintenance of these facilities is necessary, usually when a problem with a communication circuit develops.

Access roads to inspect, repair and operate all overhead facilities need to be maintained. The most likely cause of emergency repairs is winter weather. Heavy rain and winds blow trees and branches into power lines. When this occurs, heavy trucks must have access to the damaged facilities, often during the storm itself, to make timely repairs. Repairs cannot be performed without vehicle access.

The areas near overhead facilities must be kept clear of trees, grasses, and brush (fuel sources). State of California codes require a ten-foot radius of cleared land around all poles with operable devices (switches, fuses, transformers, and corner poles). Trees must be trimmed or removed that overhang power lines or that may fall or be blown into power lines. Tree trimming can usually be done every two to three years. Ground clearing must be done annually.

Water, gas and wastewater utilities

Water, gas, and wastewater (WOW) lines enter the Pearson Arastradero Preserve from the south side of Arastradero Road, approximately 3/8 of a mile west of Page Mill Road. The water and sewer lines also continue in a westerly direction on Arastradero Road for about a mile. This branch of the sewer line terminates at this location. The water line continues along Arastradero Road, and then enters the Preserve again and extends to the 1.5-million-gallon steel Corte Madera Reservoir.

The WGW lines entering the Pearson Arastradero Preserve nearest Page Mill Road continue in a southwesterly direction on the property to and past the Arastradero Lake and Corte Madera Pump Station. Except for the gas main, the lines then continue along the alignment of the Arastradero Creek Trail into Foothills Park,. After following the Juan Bautista de Anza Trail (Segment 2) for approximately 1200 feet, the gas main turns southeast and extends into the Palo Alto foothills neighborhood (Alexis Drive area), where it then ends.

These lines were constructed between 1962 and 1969 in anticipation of major development in the Palo Alto foothills. Although they have been well maintained, repairs will be necessary as these systems continue to age. The depth of these systems will require the City to dig large shored trenches to facilitate repairs. Large equipment, backhoes and dump trucks are necessary for underground repairs on the water, gas and wastewater lines.

APPENDIX: RESPONSIBILITIES OF STEWARD

Working under the direction of the City, the Steward will develop and submit to the City a recommended annual habitat restoration plan for the Preserve, which will include:

- ❖ Habitat restoration on the site of the former houses and barn.
- ❖ Development of a tree planting plan and implementation schedule, incorporating the use of local, native sources of trees, with an emphasis on the re-establishment of oaks on the Preserve.
- ❖ Habitat restoration of other sections of the Preserve.
- ❖ Maintenance of restored areas during the first few years of new vegetation growth. This includes watering of plants and removal of any remaining non-native invasive weeds.
- ❖ Monitoring of habitat restoration activities, to determine the effectiveness of the plan and to identify areas for further research or effort.

Working under the direction of the City, the Steward will develop and submit to the City a recommended aggressive program of non-native, invasive weed removal and control. All plans for such weed removal and control will be consistent with established City policy and will be approved by the Superintendent, Open Space and Sciences prior to implementation. Vegetation to be removed and/or controlled includes, but is not limited to:

- Canary Grass
- Yellow Star Thistle
- Bull Thistle
- Bristly Ox-Tongue
- Poison Hemlock
- Fullers Teasel
- Fennel
- Italian Thistle
- French Broom
- Pampas Grass

Methods of control will include:

- Hand and mechanical clearing of the plants, including removal of root stock
- Mowing prior to the full development of seeds or fruiting bodies
- Re-seeding of cleared areas with native plants, primarily grasses
- Planting of native trees and shrubs

Under direction of the City, the Steward will maintain the existing dedicated trail system.

Construction of new trails or significant upgrades to any existing trails in the Preserve will be done through the active collaboration of the City, the Steward and other volunteers. City Staff will work closely with the Steward to close informal trails in an effort to restore habitat.

Under direction of the City, the Steward will be involved in riparian habitat management along Arastradero Creek.

The City and the Steward will work collaboratively on the development of a long-range wildlife management plan, when appropriate.

Poison oak management will remain the responsibility of the City, with support as appropriate from the Steward.

The Steward will assist the City in the provision of limited interpretive services.

With the approval of the City, research on ecological processes and human impact will be designed and conducted by the Steward.

Staff anticipates that the Steward will be actively involved with the development of the gateway facility, including fund raising, landscaping, painting and other special projects.

Annual Scope of Work

July 2017 – June 2018

Prepared for the
City of Palo Alto, Open Space Division

by

Mission Statement: Enid W. Pearson Arastradero Preserve, City of Palo Alto

The Pearson-Arastradero Preserve is a low intensity and minimal cost park, with emphasis on the natural and open space amenities of the land and sensitivity to the

fragile foothills ecology. Uses planned for the park should not duplicate those provided in urban neighborhoods or regional parks.

Mission Statement: Arastradero Stewardship Program

The mission of the Arastradero Stewardship Program is to restore natural lands to ecological health by involving the community in land stewardship. Through engaging volunteers in hands-on habitat restoration activities, and sharing information about best restoration activities, we involve, educate, and inspire people to take care of the land for future generations.

Scope of Services

1. Coordinate stewardship activities on the Preserve
2. Under the direction of the City, perform habitat restoration and removal and/or control of non-native, invasive weeds
3. Under the direction of the City, provide and staff educational programs to educate the public about the preserve habitat restoration activities including weed management and habitat enhancement
4. Under the direction of the City, mobilize volunteers for preserve projects and programs
5. Steward will provide the City with a proposed annual work plan to be approved prior to each fiscal year
6. Steward may perform other services related to the preservation, protection, and enhancement of the Preserve, as approved by the City

Acterra will endeavor to secure additional funding for habitat restoration activities at the preserve from other funders. As these funds become available, Acterra will review the additional scope with the Rangers.

Following is a detailed list of activities and corresponding outcomes for the 2017-2018 fiscal year.

1. Active Restoration Sites:

a. Gateway Facility

Activity	Measurable Outcome
1. Expand demonstration garden behind the Gateway Facility.	150 grasses, forbs, and shrubs installed in the Gateway Facility area.
2. Maintain plantings.	At least 75% plants are alive through proper maintenance and protection from animals.
3. Remove invasive plants around facility.	Areas in front of the facility will be 90% free of non-native invasive weeds.
4. Continue to reduce the invasive plants along the trail to Gate A.	Areas along trail will be primarily weed free of invasive species including Italian Thistle, YST, Stinkwort and Medusahead.
5. Remove all plant debris from area.	Weeds and debris will be removed immediately to an appropriate area.
6. Provide information and support where possible to visitors.	Acterra staff will answer questions about restoration activities and provide a staffing presence when available.
7. Install native plant signage in demonstration garden.	Primary native plants will be clearly identifiable to visitors.

b. Mayfly and Arastradero Creeks

Activity	Measurable Outcome
1. Infill plants into lower portions of Arastradero Creek and lower Mayfly Creek.	1000 new trees, shrubs and grasses installed in the lower portions of Mayfly Creek and along Arastradero Creek.
2. Maintain restoration areas along lower portions of Mayfly Creek.	Plantings from previous years are maintained and area is primarily weed free. Sheet mulch is expanded if appropriate.
3. Continue to monitor and enhance erosion control along creek.	Sediment harvesting and vegetation establishment visually monitored and documented.
4. Create habitat through plant selection,	At least 5 habitat structures maintained or

hedgerows, and brush piles.	created. Existing habitat corridors adjacent to the creek maintained.
5. Continue to remove invasive weeds through pulling, sheet mulching, scything and/or tarping.	Mayfly area will be cleared of Yellow Starthistle (YST) and targeted Italian Thistle populations will be reduced by 50%.
6. Continue to water newly installed plants until they are established.	75% of plants installed in Fall are alive as of June.

c. Back 70

Activity	Measurable Outcome
1. Maintain planted trees and shrubs.	75% planted plants survival rate.
2. Maintain habitat structures.	Enhance current structures that provide habitat for small animals and perches for birds.

2. Biodiversity Hotspots:

Activity	Measurable Outcome
1. Monitor biodiversity hotspots.	At least 5 biodiversity hotspots of high importance will be chosen, monitored, and documented.
2. Encourage native population expansion by weeding, mowing, mulching, and/or watering.	Present native population seed out and expand naturally.
3. Locate and map biodiversity hotspots throughout the preserve.	Update biodiversity hotspot map for Arastradero Preserve as needed.

3. Invasive Plant Removal:

Activity	Measurable Outcome
1. Monitor select noxious weeds populations in the preserve and use volunteer support in their removal.	Weed removal is prioritized by proximity to biodiversity hotspots or invasiveness of the weed species.
2. Combat ongoing invasions of Medusahead and Stinkwort.	Heightened monitoring and immediate eradication of Medusahead and Stinkwort preserve wide.

3. Limit YST populations from replenishing seed bank at targeted sites.	YST populations from Gate A to Arastradero Lake are kept under 10% plant cover.
4. Recycle organic debris on site.	Noxious weeds will be composted on site.
5. Coordinate mowing with City of Palo Alto staff.	Close communication with city staff to maximize the effects of mowing.

4. Education and Outreach

Activity	Measurable Outcome
1. Conduct restoration workdays with volunteers from local schools, community groups and neighbors.	At least 40 workdays will be conducted throughout the year.
2. Continue the Preserve Steward Program through special workdays and events only offered to local high school aged students.	Up to 10 high school students specific workdays.
3. Continue the adopt-a-plot program	At least 5 adopt-a-plot sites will be created and/or maintained.
4. Conduct interpretive hikes for the public on various nature topics	At least 4 hikes will be offered throughout the year by Acterra staff.
5. Connect with other local restoration experts on topics such as weed management.	Attendance at Santa Clara and San Mateo County Weed Management Agency meetings and/or other appropriate conferences as time permits.
6. Conduct research with the help of interested students to evaluate the effectiveness of restoration techniques.	Up to 4 students' research projects will be organized and supported by Acterra staff.

5. Project Management

Activity	Measurable Outcome
1. Create annual report to summarize previous year's activities and accomplishments.	Submit an annual report to the City by August.
2. Create a workplan for the preserve	Submit an annual report to the City by

activities scheduled for the upcoming year.	August.
3. Provide regular status updates to the City staff to keep them up to date on our activity and aware of any issues.	Monthly status meetings with City and Acterra staff.
4. Provide technical expertise for other City of Palo Alto departments.	As requested, technical advice provided to other departments and programs.
5. Continue to update the preserve plant, animal and bird lists.	Lists will be updated as new species are observed. List will be submitted to the City with our annual report.

6. Fire Management

Activity	Measurable Outcome
1. Maintain restoration plots at Arson Site.	Improved native cover in restoration plots through weeding of invasive plant species.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JUN 12 2018**

GRASSROOTS ECOLOGY
3921 EAST BAYSHORE RD 202
PALO ALTO, CA 94303-4326

Employer Identification Number:
81-3707643
DLN:
17053360307037
Contact Person:
DEL TRIMBLE ID# 31309
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 1, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

GRASSROOTS ECOLOGY

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SteelBridge Insurance Services, Inc. PO Box 629 Santa Cruz CA 95061	CONTACT NAME: SteelBridge Customer Service PHONE (A/C, No, Ext): (831)425-6640 FAX (A/C, No): (888)338-7277 E-MAIL ADDRESS: csr@steelbridgeins.com														
INSURED Grassroots Ecology 3921 East Bayshore Road Suite 202 Palo Alto CA 94303-4326	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Great American Ins Co</td> <td></td> </tr> <tr> <td>INSURER B: New York Marine and General Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Ins Co		INSURER B: New York Marine and General Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 2018-2019 Certificates**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PAC2619893 00	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAP261989400	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			UMB2619895	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$						
	PER STATUTE \$						
	OTH-ER \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	WC201800017455	07/01/2018	07/01/2019	E.L. EACH ACCIDENT \$ 1,000,000
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
A	Improper Sexual Conduct			PAC2619893 00	07/01/2018	07/01/2019	OCC \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Various Events, City of Palo Alto named as Additional Insured with respect to liability arising out of the operations of the named insured.

30 day notice of cancellation applies if required by contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Palo Alto Open Space Parks & Golf 3210 East Bayshore Road Palo Alto CA 94303	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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ADDITIONAL COVERAGES

Ref #	Description Medical Expense				Coverage Code MEDEX	Form No.	Edition Date
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE BUSINESS AUTO BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following form:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the policy, the provisions of this endorsement apply.

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage	Limit of Insurance	Page
Who is an Insured - Employees, Partners, Members, Volunteers and Board Members	Included	2
Automatic Additional Insureds - By Contract and Primary and Non-Contributory Provision	Included	2
Leased Auto Coverage	Included	3
Owned Subsidiaries and Newly Acquired or Formed Organizations	Included	4
Supplementary Payments - Bail Bonds	\$5,000	4
Supplementary Payments - Loss of Earnings	\$1,000 per day	4
Fellow Employee	Included	5
Physical Damage Coverage Extensions - Towing	\$200 - any auto	5
Physical Damage Coverage Extensions - Glass Breakage	No Deductible	5
Physical Damage Coverage Extensions - Transportation Expenses	\$100 per day, \$3,000 max	5
Hired Auto Physical Damage Coverage	\$100 per day, \$3,000 max	5
Total Theft of a Covered Auto	\$500 - personal items, \$1,000 - reasonable expenses to return stolen auto	6
Auto Loan / Lease Gap Protection	Included	6
Customization Coverage	\$2,000	7

Coverage	Limit of Insurance	Page
Newly Acquired Owned Autos and Donated Autos Physical Damage Coverage	\$100,000	7
Rental Reimbursement Coverage	\$100 per day up to 30 days	8
	\$500 for reasonable expenses to remove and replace your materials and equipment	8
Accidental Discharge - Airbag Coverage	Included	8
Original Equipment Manufacturer OEM Part Replacement	Included	8
Multiple Deductibles	Included	8
Notice and Knowledge of Occurrence - Duties in the Event of Accident, Claim, Suit or Loss	Included	8
Blanket Waiver of Subrogation By Written Contract	Included	9
Unintentional Failure to Disclose Hazards	Included	9
Mental Anguish	Included	9

A. WHO IS AN INSURED - EMPLOYEES, PARTNERS, MEMBERS, VOLUNTEERS AND BOARD MEMBERS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. 1. Who is An Insured is amended by adding the following:

- d. Any "employee", partner or member of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- e. Anyone volunteering services to you while using a covered "auto" you don't own, hire or borrow in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".
- f. Board members (or their spouses) while renting a vehicle while on business for the named insured.

B. AUTOMATIC ADDITIONAL INSUREDS - BY CONTRACT AND PRIMARY AND NON-CONTRIBUTORY PROVISION

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. 1. Who is An Insured is amended to include as an Insured any person or organization whom you are required to add as an Additional Insured on this policy under:

- a. a written contract or written agreement:
 - (1) in effect on the date of the "accident"; and

(2) signed by all parties prior to the "accident."

This person or organization is an Additional Insured only to the extent you are liable for an "accident" caused, in whole or in part, by the use of a covered "auto" being driven by you or any "insured." However;

- a. the insurance afforded to such Additional Insured only applies to the extent permitted by law; and
- b. if coverage provided to the Additional Insured is required by a written contract or written agreement, the insurance afforded to such Additional Insured will not be broader than that which you are required by the written contract or written agreement to provide for such Additional Insured.

With respect to insurance provided to an Additional Insured the following provisions apply:

- a. This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:
 - (1) The Additional Insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.
- b. When a written contract or written agreement does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a Named Insured.
- c. Regardless of the written contract or written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or any other basis for which the Additional Insured has been added as an additional insured on other policies.
- d. If coverage provided to the additional insured is required by a written contract or written agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - (1) Required by the written contract or written agreement; or
 - (2) Available under the applicable Limits of Insurance show in the Declarations;whichever is less.

C. LEASED AUTO COVERAGE

With respect to insurance provided to an Additional Insured who is a lessor of a "leased auto" the following provisions apply:

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage is amended by adding the following:

Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.

The coverages provided under this endorsement apply to any "leased auto" described in the

Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

SECTION IV - BUSINESS AUTO CONDITIONS, A.4. Loss Payment - Physical Damage Coverages is amended by adding the following:

- a. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
- b. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- c. If we make any payment to the lessor, we will obtain his or her rights against any other party.

SECTION V - DEFINITIONS is amended by adding the following definition:

"Leased auto" means any "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

D. OWNED SUBSIDIARIES AND NEWLY ACQUIRED OR FORMED ORGANIZATIONS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. 1. Who is An Insured is amended by adding the following:

The following are "insureds":

- a. Any subsidiary which is a legally incorporated entity of which you maintain ownership or majority interest on the effective date of this Coverage Form except:
 - (1) Any subsidiary that is an insured under any other automobile liability policy.
 - (2) Any subsidiary which would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.
- b. Any organization you newly acquire or form, and in which you maintain ownership or majority interest, but only for the period beginning when you first maintained majority interest until the end of the policy period of this Coverage Form, or the next anniversary of the inception date of this Coverage Form, whichever is earlier. However, the newly acquired or formed organization is not an "Insured":
 - (1) For "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
 - (2) If it is an insured under any other automobile liability policy or would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.

E. SUPPLEMENTARY PAYMENTS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2.a.(2) is deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2.a.(4) is deleted and replaced with the following:

- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

F. FELLOW EMPLOYEE

SECTION II - LIABILITY COVERAGE is amended to add the following after Paragraph **B.5.b**:

This exclusion does not apply to "bodily injury" resulting from the use of a covered "auto" you own or hire. Coverage afforded by this section is excess over any other collectible insurance.

G. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TOWING

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing is deleted in its entirety and replaced with the following:

2. Towing

We will pay up to \$200 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

H. PHYSICAL DAMAGE COVERAGE EXTENSIONS - GLASS BREAKAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles is amended by adding the following:

No deductible for covered "autos" applies to "loss" resulting from glass breakage.

I. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TRANSPORTATION EXPENSES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. is deleted in its entirety and replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expense incurred by you because of "loss" to a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred until the covered "auto" is returned to use or we pay for its "loss," regardless of the policy's expiration.

We will pay under this coverage extension only that amount of Transportation Expenses which is not already provided under **O. Rental Reimbursement Coverage** of this endorsement.

J. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive Coverage, Specified Causes of Loss or Collision Coverage is shown in the Declarations for any covered "auto", then the same type of Physical Damage Coverage is provided for any Hired Auto, subject to the following:

- a. The most we will pay for any one "accident" or "loss" the lesser of:

(1) the actual cash value of the covered "auto" at the time of the "loss"; or

(2) the actual cost to repair or replace such covered "auto" at the time of the "loss."

- b. The Limit of Insurance as determined under Paragraph **J.a.**, above, will be reduced by any applicable Comprehensive or Collision deductible for each covered "auto." This deductible will be equal to the largest deductible applicable under any coverage for such covered "auto." No deductible applies to "loss" caused by fire or lightning.
- c. The coverage provided by this coverage extension will be excess over any other collectible insurance.
- d. Subject to Paragraphs **J.a**, **J.b** and **J.c**, above, we will provide the broadest coverage applicable to any covered "auto" shown in the Declarations.
- e. For coverage provided under this coverage extension, the last sentence of Paragraph **A.4.b** under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is deleted and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3,000 per "accident" if loss of use results from an "accident" for which you are legally liable and the lessor incurs a financial loss.

K. TOTAL THEFT OF A COVERED AUTO

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

Total Theft of a Covered Auto

In the event of the total theft of a covered "auto":

- a. Coverage includes personal items in the covered "auto" at the time of loss up to a maximum of \$500. No deductible applies to this coverage.
- b. We will pay reasonable expenses for returning the stolen covered "auto" to you once it is recovered, up to a maximum of \$1,000. No deductible applies to this coverage.

L. AUTO LOAN / LEASE GAP PROTECTION

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

In the event of a total "loss" of a covered "auto" shown in the Declarations for which Physical Damage Coverage is provided, we will provide coverage for any unpaid amount due on the lease or loan for such covered "auto," less the following:

- a. The amount paid under the Physical Damage Coverage Section of the Policy for that covered "auto", and
- b. Any:
 - (1) overdue lease or loan payments at the time of the "loss";
 - (2) financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) security deposits not returned by the lessor;

- (4) costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) carry-over balances from previous loans or leases.

M. CUSTOMIZATION COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

- a. We will pay with respect to a covered "auto" for "loss" to automobile customization which includes special carpeting and insulation, height - extended roofs and custom murals, paintings, vinyl wraps or other details or graphics.
- b. our limit of liability for "loss" to automobile customizations in any one "loss" shall be the least of:
 - (1) the actual cash value of the stolen or damaged property;
 - (2) the amount necessary to repair or replace the property; or
 - (3) \$2,000.

This coverage does not apply to electronic equipment.

N. NEWLY ACQUIRED OWNED AUTOS AND DONATED AUTOS PHYSICAL DAMAGE COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

If Comprehensive, Specified Causes of Loss, or Collision Coverage is provided by this Policy, the coverage is extended to apply to Physical Damage "loss" to your newly acquired owned "autos" and donated autos. We will provide the broadest coverage available to any covered "auto" shown in the Declarations.

The most we will pay for "loss" to a newly acquired "auto" or donated auto is the least of:

- a. the actual cash value of the damaged or stolen property as of the time the "loss," or your actual cost of purchase of the newly acquired "auto", whichever is more;
- b. the actual cost of:
 - (1) replacing the damaged or stolen property with other property of like kind and quality; or
 - (2) repairing the damaged property.without deduction for depreciation; or
- c. \$100,000.

However, the most we will pay for all covered physical damage "loss" for newly acquired autos and donated autos occurring during the policy period shown on the Declarations is \$100,000.

For each newly acquired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning.

Coverage under this Extension, for newly acquired owned "autos" is afforded until you notify us to add the newly acquired owned vehicle to your auto schedule or until the end of the policy period, whichever is earlier.

O. RENTAL REIMBURSEMENT COVERAGE EXTENSION

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

For those covered "autos" for which you carry Comprehensive or Specified Cause of Loss Coverage:

We will pay up to \$100 per day, for up to 30 days, for Rental Reimbursement Expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto".

We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

We will pay under this coverage extension only that amount of your Rental Reimbursement Expenses which is not already provided under **I. Transportation Expenses** of this endorsement.

P. ACCIDENTAL DISCHARGE - AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B.3.a is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown, but this exclusion does not apply to "loss" due and confined to the accidental discharge of an airbag. No deductible applies to this coverage.

Q. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART REPLACEMENT

SECTION III - PHYSICAL DAMAGE, C. Limit of Insurance, Paragraph 1. is amended to include:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer (OEM) replacement parts if the damage parts cannot be repaired.

R. MULTIPLE DEDUCTIBLES

SECTION III - PHYSICAL DAMAGE, D. Deductible, is amended to add the following:

When two or more covered "autos" sustain "loss" in a single incident, a single Physical Damage deductible will apply to the total "loss" for all covered "autos." That deductible will be the largest of all deductibles applying to any of the covered "autos" involved in the single incident.

S. NOTICE AND KNOWLEDGE OF OCCURRENCE - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.2.a. is deleted and replaced with the following:

- a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative notice as soon as practicable of the "accident" or "loss" after the "accident" or "loss" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation). Notice shall include:

- (1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.2.b(2) is deleted and replaced with the following:

- (2) As soon as practicable send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" after the claim or "suit" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation).

T. BLANKET WAIVER OF SUBROGATION BY WRITTEN CONTRACT

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.5 is amended to add the following:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or written agreement signed by all parties prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such written contract or written agreement. The waiver applies only to the person or organization designated in such written contract or written agreement.

U. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B.2. is amended to add the following:

Failure of the "Insured" to disclose all exposures or hazards existing as of the effective date of this Coverage Form will not invalidate or adversely affect coverage for such exposure or hazard, provided such failure is not intentional on the part of the "Insured". However, you must report the undisclosed exposure or hazard to us as soon as practicable after you discover the exposure or hazard.

V. MENTAL ANGUISH

The definition of **"Bodily Injury"** in **SECTION V - DEFINITIONS** is replaced by the following:

"Bodily Injury" means physical injury, sickness or disease sustained by a person including death resulting from any of these. "Bodily Injury" also means mental injury, mental anguish, humiliation or shock if directly resulting from physical injury, sickness or disease to that person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

This Endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

A. Non-Owned Aircraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
- (a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock

Under **SECTION V - DEFINITIONS**, Definition 3. is replaced by the following:

3. **"Bodily Injury"** means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

D. Medical Payments

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$ 20,000; or
- b. the amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

E. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

3. The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. rupture, bursting, or operation of pressure relief devices;
- ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or
- iv. flood

2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph 5. above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of \$ **1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.
3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection 4. Other Insurance, paragraph b. Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."
4. As regards coverage provided by this provision **I. Damage to Premises Rented to You** - paragraph 9.a. of **Definitions** is replaced with the following:
 9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

F. Supplementary Payments

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.b. is replaced with:
 - b. Up to \$ **3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph 1.d. is replaced by the following:
 - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$ **1,000** a day because of time off work.

G. Newly Formed or Acquired Organizations

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:
 - a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and
 - c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

- d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

H. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

I. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership
- c. an executive officer or insurance manager, if you are a corporation.

J. Property Damage Liability - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3), (4) and (6)** of exclusion **j. Damage to Property** do not apply if such property damage results from the use of elevators.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

K. Property Damage Liability - Borrowed Equipment

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

L. Liberalization Clause

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

M. Amendment of Pollution Exclusion (Premises)

1. The following is added to paragraph (1)(a) of Exclusion f. of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

- (iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

- (aa) commence on a clearly identifiable day during the policy period; and
 - (bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
 - (cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
 - (dd) be neither expected nor intended from the standpoint of any insured; and
 - (ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
 - (ff) not originate at or from a storage tank or other container, duct or piping which:
 - a. is below the surface of the ground or water; or
 - b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.
 2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

Land or water, whether below ground level or not, is not tangible property.
 3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

N. Limited Property Damage to Property of Others

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A and B**:

3. We will pay up to \$ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:
 - a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or

- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and

- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

- (e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.

- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.
3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- a. required by the contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to paragraph a. **Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

- b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
 - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
 - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 8. **Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph 1. **Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. **Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions j.(3), j.(4), j.(5) and j.(6) are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **\$ 1,000**.
2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **\$ 5,000**. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE**.

V. Who Is an Insured - Fellow Employee Extension - Management Employees

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**:

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

W. Broadened Personal and Advertising Injury

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item **14.**:
 - h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Grassroots Ecology

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ► **Non-Profit Organization**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3921 East Bayshore Road

6 City, state, and ZIP code
Palo Alto, CA 94303

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-					
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or

Employer identification number

8	1	-	3	7	0	7	6	4	3
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

John E. Collins

Date ►

6/22/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.