

# REQUEST FOR PROPOSALS

#RFP-2021-10



# PROJECT: COYOTE VALLEY CONSERVATION AREAS MASTER PLAN

The Authority is issuing this Request for Proposals for Ecological Restoration & Landscape-Scale Master Planning Consulting Services.

PROPOSALS DUE: JUNE 16, 2021 by 5 P.M. PACIFIC DAYLIGHT TIME

# Request for Proposals Coyote Valley Conservation Areas Master Plan

# **Background**

#### Purpose of Request for Proposals (RFPs)

The Santa Clara Valley Open Space Authority ("Authority") is soliciting proposals for professional services for the Coyote Valley Conservation Areas Master Plan ("Master Plan"). The Authority is seeking a consultant team to provide a comprehensive spectrum of skills and expertise needed to create an innovative, integrated, science-based, community-informed plan for the recently conserved lands in Coyote Valley; a unique natural and rural landscape, within an urban setting, located between the cities of San Jose and Morgan Hill, in Santa Clara County, California.

The Authority is seeking proposals from an experienced prime firm and their subconsultants that would be responsible for conducting the work outlined in this RFP, culminating in a final Master Plan document and construction documents for the first round of implementation projects identified through the planning process. Consultant work will be authorized and funded on as "as needed" basis over the course of a six-year term through a series of Authority-authorized task orders. The selected firms will be asked to respond to any number of task orders, issued as the planning process progresses and funding is available.

The selected professionals will have proven experience working on habitat/ecological and hydrological restoration, green infrastructure solutions for water management, wildlife connectivity, public use and access, and many related and associated skills for public agencies and be fully qualified to perform services requested by the Authority in this RFP.

#### About the Santa Clara Valley Open Space Authority

The Santa Clara Valley Open Space Authority conserves the natural environment, supports agriculture, and connects people to nature, by protecting open spaces, natural areas, and working farms and ranches for future generations. The Authority envisions the Santa Clara Valley and its surrounding hillsides as a beautiful place where a vibrant network of interconnected open spaces, trails, wildlife habitats, and thriving agricultural lands enrich the region's cities and make it an exceptional and healthy place to live, work, learn, and play.

The Authority is a public, independent special district created by the California State Legislature in 1993 at the urging of community leaders who saw the importance of maintaining the ecological integrity of the region. Since its creation, the Authority has protected over 28,000 acres of open space, natural areas, watersheds, and wildlife habitat—providing ecologically friendly outdoor recreation and preserving the natural beauty and environmental health of the Santa Clara Valley.

The Authority's jurisdiction includes the cities of Campbell, Milpitas, Morgan Hill, San Jose, and Santa Clara and the unincorporated areas of Santa Clara County. The Authority is funded through a \$24 a year parcel tax (referred to as Measure T, formerly Measure Q), a benefit assessment (referred to as District 1), and various grants and gifts. The Authority is governed by an elected board of directors with a Citizens' Advisory Committee (CAC) that serves as a community liaison. The Authority's *Understanding our Community* reports (web link) offer more information on the demographics of the residents and communities it serves and their unique needs related to access of nature.

# **Project Introduction**

#### **Geographic Setting**

Coyote Valley is a rural and natural area located at the southern edge of San Jose, California, in Santa Clara County. Approximately seven miles long and two miles wide, Coyote Valley is defined by the Diablo Range to the east and the Santa Cruz Mountains to the west. It is remarkable for the role it plays in connecting the ecosystems of the Santa Cruz Mountains with the rest of California, as well as its scenic beauty, rich biodiversity, prime farmland, and unique water resources.

Historically, in the south San Francisco Bay, the Santa Cruz Mountains and the Diablo Range were intricately linked across the entire Santa Clara Valley through a mosaic of oak woodlands and oak savannas, grasslands, streams lined with riparian forest, and wetland complexes forming an intact ecosystem. Over time, the valley became the primary focus for agricultural and urban development and the unique valley-floor habitats experienced precipitous reductions and fragmentation. Coyote Valley is one of a few areas on the Santa Clara Valley floor that still provides habitat connectivity between the mountain ranges. For this reason, the valley has been described as a "last chance landscape" to connect the 1.13 million acres of core habitat in the surrounding mountain ranges and safeguard the region's biodiversity in the face of climate change. As such, it has become a top priority for open space conservation.

#### **History & Planning Context**

For thousands of years, the native peoples of Coyote Valley were stewards of a bountiful landscape where a complex tapestry of freshwater wetlands, grassland, oak savannahs, and riparian woodlands supported an exceptionally diverse ecosystem. Their descendants still live in the region today, and multiple local tribal groups recognize Coyote Valley as part of their traditional territory, including the Muwekma Ohlone Tribe and the Amah Mutsun Tribal Band.

Spanish colonization in the 18<sup>th</sup> century set in motion a series of dramatic changes to Coyote Valley. Mission Santa Clara and the Pueblo of San Jose were established to the north, and Mission San Juan Bautista was established to the south. The trail connecting the missions, El Camino Real, ran through Coyote Valley along the course of today's Monterey Road. Most native peoples were forced to relocate to the nearby missions, initiating a long period of upheaval that left tribal populations decimated, scattered, and disenfranchised.

In the 1820s and 1830s, the newly established Mexican government began granting vast tracts of land to local residents. Most of Coyote Valley became part of the 20,000-acre *Rancho Laguna Seca* ("Dry Lake"), named after Laguna Seca, the seasonal lake located at the northern edge of Coyote Valley. During the Mexican period, the region's economy revolved around raising cattle and large, free-range herds roamed throughout the Santa Clara Valley. In 1845, a flour mill was also established on Laguna Seca

California was annexed by the United States in 1850 following the Mexican American War. Like the rest of Santa Clara Valley, California's Gold Rush spurred development in Coyote Valley. The village of Coyote formed around a stagecoach line running along Monterey Road, with rail service coming to the village in 1868. The entire Santa Clara Valley became a national center of fruit growing and gained the moniker, "Valley of the Heart's Delight." As part of this agricultural expansion, Coyote Valley's Laguna Seca was drained in 1916 and the natural habitats of the valley floor were largely replaced with cultivated land.

After World War II, the region was the site of a technological boom and became known as "Silicon Valley." Economic activity fueled the suburban sprawl that rapidly filled the Santa Clara Valley floor to the north with homes, shopping centers, office parks and freeways. For decades, Coyote Valley was threatened by a similar fate. However, land use regulations reserved the area for large-scale master planned developments that, due to both environmental advocacy and economic downturns, mostly never came to fruition. Although land speculation

resulted in the removal of most intensive agricultural uses like orchards, Coyote Valley largely retained its rural atmosphere.

Since the latter part of the 20<sup>th</sup> century, there has been a growing movement to protect Coyote Valley for its many conservation values. In September of 2019, the California State Legislature passed Assembly Bill No. 948 which officially designated Coyote Valley as a landscape of statewide significance and authorized the Authority to establish and administer the Coyote Valley Conservation Program. In November of 2019, an innovative partnership among the Authority, Peninsula Open Space Trust (POST), and the City of San Jose, protected 937 acres of open space in North Coyote Valley, including the heart of the historic Laguna Seca wetland. Additional acreage was secured in North Coyote Valley in 2020, resulting in the creation of the 953-acre North Coyote Valley Conservation Area on land previously slated for industrial development. Additional lands have been conserved to the south, along the course of Fisher Creek in Mid-Coyote Valley. This network of conserved lands will continue to grow as the Authority and its conservation partners continue to protect strategic properties in Coyote Valley. The on-going conservation of these lands has unlocked opportunities to implement a vision to protect and restore Coyote Valley's significant natural and cultural resources, creating a landscape of regional, state, and even national significance.

#### **Related Plans & Reports**

Proposers should review the following reports to learn more about Coyote Valley and previous planning work that has led to this master planning effort. Additional background materials are listed on page 6 and page 23.

#### Coyote Valley Landscape Linkage (web link)

Prepared by the Santa Clara Valley Open Space Authority and Conservation Biology Institute in 2017.

#### Santa Clara Valley Agricultural Plan (web link)

Prepared by the Santa Clara Valley Open Space Authority and County of Santa Clara in 2018, with the following consultants and advisors: Cultivate, Sustainable Agriculture Education (SAGE), Ag Innovations, BAE Urban Economic Inc, Environmental Consulting for Agriculture, Acre Policy, L Studio, and the University of California Cooperative Extension—County of Santa Clara.

#### Master Plan Vision

The Coyote Valley Conservation Areas Master Plan will create a roadmap for implementing a resilient landscape linkage on Coyote Valley's conserved lands; one that can sustain biodiversity and facilitate wildlife movement in a changing climate while also carefully managing/restoring water resources and providing opportunities for quality of life/economic benefits including public access and agriculture. The Plan will be managed by the Santa Clara Valley Open Space Authority in close partnership with the Peninsula Open Space Trust and the City of San Jose and will be created via an inclusive public planning process that is science based, collaborative, innovative, integrated, and reflective of the values of each agency and the communities they serve.

#### **Planning Challenges**

The conserved lands in North Coyote Valley and Mid-Coyote Valley provide an unparalleled opportunity for landscape-level habitat restoration. Within this unique opportunity also are many challenges. Planning for an integrated vision that includes restoration, habitat, connectivity, water resources, cultural resources, public access, environmental education, and agricultural preservation requires careful studies, thoughtful public engagement, and a process for identifying goals, evaluating opportunities and trade-offs, and prioritizing actions.

The potential benefits of Coyote Valley are intrinsically linked to one another and must be carefully balanced. Examples of questions the Master Plan must answer include:

- How do we cost-effectively restore this landscape to increase its ecological function and be more resilient to a changing climate?
- Given availability of groundwater and surface water, what are the appropriate goals and targets for aquatic habitat restoration? How should existing hydrological infrastructure be managed and/or redesigned in service of habitat restoration, water quality, water supply, and flood protection goals?
- What are the barriers to wildlife movement and what projects will ensure connectivity between habitats?
- Where and what kinds of regenerative and wildlife-friendly agricultural uses should be pursued on conserved lands? What infrastructure is needed to support their success?
- What kinds of public visitor amenities should be provided, where should trails be located, and how can
  these public uses be designed to provide meaningful and equitable access opportunities while having
  limited impacts on the valley's natural habitats and wildlife?
- How should existing transportation infrastructure be redesigned to promote safe, sustainable, and more equitable public access while also improving safety for wildlife to traverse the valley floor?
- How can improvements to Coyote Valley's conserved lands strengthen the area's unique sense-of-place
  as a natural and agricultural area, and support the local economy in an environmentally sustainable way?
- What type of monitoring is needed of all these elements to allow for adaptive management?

The consultant team hired through this RFP will work closely with the Master Plan's interagency team, local topicarea experts, and community stakeholders to answer these and other questions through the planning process. Together, we will create an inspiring vision for Coyote Valley that will lead to the restoration of this vital, "last-chance" landscape for nature and people.

#### Coyote Valley Conservation Values

The Authority, POST, and City of San Jose have defined primary and secondary conservation values for Coyote Valley. The two primary conservation values are 1) wildlife habitat and connectivity and 2) water resources. The secondary conservation values are scenic resources, low intensity/passive recreation and environmental education values, agricultural resources, and cultural resources. Public access amenities, agricultural operations, and other uses shall be carefully planned, implemented, and managed in a manner to protect the primary conservation values.

#### **Preliminary Master Plan Goals**

The Master Plan preliminary project goals listed on the next page were drafted by the interagency team and articulate the desired outcomes of the master planning process. Some geographic areas of Coyote Valley will be focused on achieving certain goals more than others, as described later in this RFP (see page 12). Specific goal language may be refined as the master planning process progresses.

#### Create a Master Plan for the conserved lands of Coyote Valley that will:

- **1. Enhance Wildlife Habitat and Ecological Connectivity.** Realize Coyote Valley's irreplaceable role as a critical, "last chance," landscape linkage between the Santa Cruz Mountains and Diablo Range by restoring diverse habitats, reestablishing safe movement corridors across the landscape for species threatened by habitat fragmentation, bridging barriers created by transportation infrastructure, and other actions to promote functional ecological connectivity.
- **2. Sustainably Manage and Restore Water Resources.** Restore the historic Laguna Seca, connect Fisher Creek to its floodplain, and improve the land's ability to capture stormwater, recharge groundwater supplies, improve water quality, support rare groundwater-dependent habitats, and reduce the severity of downstream flooding.
- **3. Improve Public Health via Access to Nature.** Improve public health, climate awareness, and quality of life by providing equitable access to people from throughout the region via carefully sited trails, visitor-serving amenities, and preserved scenic vistas, and consider how the landscape can be designed to support nature-based educational and wellness-focused programming.
- **4. Foster On-going and Inclusive Community Engagement**. Employ a robust and inclusive community engagement strategy that invites people from all walks of life to enjoy Coyote Valley and participate in both the planning and on-going stewardship of its unique landscapes; with a special focus on initiatives and programs that promote justice, equity, diversity, inclusion, and access (JEDIA).
- **5.** Respect, Honor, Preserve, and Interpret Cultural Heritage & Historic Resources. Work closely with indigenous communities and other local experts to identify and appropriately preserve, interpret, and steward natural, cultural, and historic resources within the conserved lands of Coyote Valley.
- **6. Adapt to Changing Climate Conditions.** Create an adaptable, science-based, phased plan that strengthens Coyote Valley's resilience to changing climate conditions, leverages the landscape's ability to serve as natural infrastructure that can buffer communities from the effects of climate change, and helps the region meet "30x30" goals for protecting 30% of the country's land and water by 2030.
- **7. Support Local Agriculture.** Support local agriculture in ways that align with ecological and water-management goals for Coyote Valley by strategically designating land for agricultural uses that are designed and managed to support local community needs and educate the public on the benefits of regenerative, sustainable, and wildlife-friendly agriculture.
- **8. Leverage Unique Landscape Features to Boost the Local Economy.** Leverage the potential for Coyote Valley's conserved lands to support the local economy in ways that are consistent with overarching conservation goals through programs, activities, and amenities that incentivize agricultural land conservation, promote green jobs and workforce development, and generate revenue via nature-based activities.
- **9. Promote Equitable and Sustainable Transportation.** Promote equitable and sustainable transportation modes to and from conserved lands in Coyote Valley via street design improvements, welcoming access/activity nodes, and programs or services that promote access via walking, biking, public transit, and other sustainable modes of transportation.
- **10.** Consider a Holistic Vision for the Entire Coyote Valley. Look beyond the boundaries of currently conserved lands in Coyote Valley to consider how they fit into the mosaic of privately and publicly held lands across the entire Coyote Valley and create a flexible plan that can be adapted as additional lands are conserved (see description for geographic tiers of influence on page 12).

#### **Preliminary Planning Work**

In preparation for the master planning process, the Authority and its partners have engaged several outside experts to conduct preliminary analysis on a variety of topics. These efforts are listed and summarized below. Links to a selection of completed reports are also included and Proposers are encouraged to familiarize themselves with their content and recommendations while preparing their proposals. Recommendations or opportunities defined in the reports are for reference only. These should guide teams in determining the best approach and experts they may want consult with during the planning process but should not be deemed as absolute requirements that the Master Plan will address in detail.

#### Wildlife Habitat & Ecological Connectivity:

#### Informing Connectivity Planning in the Coyote Valley through Puma Habitat Selection in Patchy Environments (PDF link)

Prepared by Justin P. Suraci and Christopher C. Wilmers. Center for Integrated Spatial Research, Environmental Studies Department, University of California, Santa Cruz. 2021.

Study that investigates puma habitat selection and connectivity in patchy landscapes to provide recommendations for restoration actions in Coyote Valley that are intended to enhance its function as a puma dispersal corridor.

#### Coyote Valley Reptile & Amphibian Linkage Study (PDF link)

Prepared by the Santa Clara Valley Open Space Authority and HT Harvey & Associates. 2020.

Study that assesses the ability of the California red-legged frog, California tiger salamander, and western pond turtle to move within and across Coyote Valley.

#### • Coyote Valley Bobcat Habitat Preference and Connectivity Report (PDF link)

Prepared by Laurel E.K. Serieys, and Christopher Wilmers. University of California, Santa Cruz. 2019.

Study that documents the movement of GPS-collared bobcats as indicators for understanding existing habitat connectivity, identifies habitat features that facilitate or impede animal movement across the landscape, analyzes road crossings, and models how bobcats select habitat and respond to human disturbance.

#### North Coyote Valley Biological Resources and Opportunities Assessment (PDF link)

Prepared by H.T. Harvey and Associates. 2019

Report describing the existing biological resources and potential opportunities for creation, restoration, and enhancement of native habitat, including habitat connectivity.

#### Water Resources:

#### Coyote Valley Groundwater Monitoring Project. (In Progress)

The Authority is currently working with POST and its consultant to drill and monitor wells at various locations throughout the Master Plan area to collect groundwater data for future analysis and hydrological modeling to be conducted by the team selected via this RFP. Staff plates and stream gages are also being installed in multiple locations within Fisher Creek.

#### • Coyote Valley Groundwater Sustainability Assessment Process (In Progress)

The Authority, POST, and City of San Jose are working secure a consultant team to develop a process and regular monitoring program to identify impacts to groundwater dependent ecosystems due to groundwater declines, their causes, and pathways to address these causes of impacts.

#### Coyote Valley Water Resource Investment Strategy (In Progress)

Prepared by Environmental Science Associates. Expected completion in spring 2021.

Strategy that identifies and evaluates initial water resource enhancement opportunities and constraints for restoration of Fisher Creek and Laguna Seca. For more information, see Exhibit 2 on page 25.

#### **Economics:**

Coyote Valley Preliminary Economic Assessment (<u>PDF link</u>)

Prepared by Alpha Group. 2021.

Assessment that identifies key opportunities and constraints for a new economic vision and strategy for Coyote Valley that could be further developed and analyzed during the Master Plan process.

#### **Transportation Planning:**

Road Ecology Study and Long-Term Wildlife-Vehicle Collision Monitoring Strategy (In Progress)
 Prepared by Pathways for Wildlife.

The Road Ecology Study will assess the permeability of Santa Teresa Boulevard and Bailey Avenue relative to wildlife movement in North Coyote Valley and will provide recommendations to reduce wildlife-vehicle collisions and maintain/enhance landscape permeability. The study will also include roadkill surveys throughout the broader Coyote Valley and will provide recommendations for a long-term roadkill monitoring strategy.

• Coyote Valley Preliminary Transportation Planning Assessment (PDF link)

Prepared by Apex Strategies. 2021.

Assessment that identifies key opportunities and constraints for improvements to Coyote Valley's transportation infrastructure.

Recommendations to reduce wildlife-vehicle collisions on the Monterey Road corridor in Coyote Valley,
 Santa Clara County. (PDF link)

Prepared by the Santa Clara County Wildlife Corridor Technical Working Group, Coyote Valley Subcommittee. 2019.

Report providing data-driven recommendations to increase the permeability of the Monterey Road corridor and reduce wildlife-vehicle collisions on Monterey Road, including priority locations and conceptual designs for wildlife crossing infrastructure.

# **Team Organization & Structure**

#### **Project Management**

The Master Plan will be led by the Authority's Coyote Valley Project Manager who reports to the Authority's Assistant General Manager and Leadership Team. The team hired through this RFP will report directly to the Authority's project manager. Project management will be done in close coordination with the Interagency Project Management Team, consisting of partner agency point-persons and key Authority staff supporting the project.

#### **Technical Advisory Groups**

One of the early steps in the master planning process will be establishing technical advisory groups to help guide the Master Plan's development. These groups will consist of invited individuals from outside the interagency and consultant team with expertise in topics integral to the Master Plan. Each group will meet on an as-needed basis at the discretion of the Interagency Project Management Team, timed to support the development and refinement of key Master Plan deliverables. Joint-meetings will occasionally be convened to facilitate cross-disciplinary dialogue. Firms hired through this RFP may be asked to help convene/facilitate advisory group meetings. The table on the following page summarizes initial ideas for each advisory group.

# Proposed Technical Advisory Groups

NAME	TOPIC AREAS	ROLE		
Science Advisory	Habitat restoration	At key master planning		
Group	<ul> <li>Process-based river and floodplain restoration</li> </ul>	on how to assess and interpret		
	Water resources management	changes and ideate alternatives to achieve conservation goals.		
	Climate change adaptation	to define ve conservation goals.		
	<ul> <li>Transportation ecology and wildlife linkages</li> </ul>			
	Effects of recreation on wildlife (recreation ecology)			
	<ul> <li>Indigenous land stewardship practices and traditional ecological knowledge</li> </ul>			
	<ul> <li>Conservation biology and rare species ecology</li> </ul>			
Working Lands Advisory Group	<ul> <li>Regenerative grazing, agriculture, and carbon farming practices</li> </ul>	At key master planning milestones, advise project team		
	<ul> <li>Wildlife-friendly agriculture practices</li> </ul>	on how to assess and interpret		
	Land use economics	changes and ideate alternatives to achieve agricultural and		
	Agricultural housing	economic goals, in keeping with		
	Climate resilient agriculture	over-arching conservation		
	Small farm sustainability	goals.		
	Agri-tourism			
Public Use & Access	Transportation planning	At key master planning		
Advisory Group	Trail planning	milestones, advise project team		
	Visitor facilities and equitable public access	on how to assess and interpret changes and ideate alternatives		
	Carrying capacity	to achieve public use and		
	Interpretation and education	equitable access goals, in		
	Historic and cultural resources	keeping with over-arching conservation goals.		
	Place-making	conscivation goals.		
	Revenue-generating uses			

#### Communications & Community Engagement

The Authority is committed to ensuring that people from all backgrounds, experiences, and communities can enjoy the benefits of nature. The Authority strives to include a focus on justice, equity, diversity, inclusion, and access ("JEDIA") in all aspects of its work. The community engagement process for the Master Plan is a critical opportunity to put JEDIA principles into action.

The Master Plan's Communications & Community Engagement Team is already working on preliminary community engagement and communications efforts that will feed directly into the master planning process. The Authority has contracted with the firm Scansion, Inc. to help plan early engagement efforts and outline a strategy for JEDIA-focused engagement and communications throughout the planning process. Once under-contract, the consultant team selected through this RFP will be integrated into these on-going efforts. The consultant team's project manager and other relevant personnel will work with the team to implement the community engagement strategies created in collaboration with Scansion throughout the duration of the master planning process. Together, the team will develop a robust Community Engagement Plan that identifies engagement tools aimed at engaging diverse groups throughout all phases of the master planning process. Community engagement will be an iterative process, and the Community Engagement Plan is envisioned as a nimble, living document that can adapt based on community response. Preliminary communications and engagement related work is summarized below:

**Summer 2021 Public Launch.** To build momentum for the Master Plan, the Communications and Community Engagement Team is planning a "soft" public launch for the master planning process in late summer 2021. The soft launch is expected to be comprised of a series of virtual events focused on educating the public about Coyote Valley with a goal of building community knowledge, capacity, and enthusiasm for engaging in the master planning process.

Initial Community Engagement Strategy. Working closely with the Community Engagement Team, Scansion is creating an Initial JEDIA Community Engagement Strategy to guide community engagement between now and the Master Plan's public launch in late summer 2021. This initial strategy will include a community needs and experiences assessment that will inform overall engagement goals, strategies for early engagement with key partners, tools and resources for engagement, and metrics of success, and will ultimately result in a set of community-informed design principles for the Master Plan. This Initial Community Engagement Strategy is designed to set the foundation for a longer-term Community Engagement Plan for the entire master planning process that will be developed once the team hired via this RFP is under-contract.

Coyote Valley Communications & Style Guide. The Coyote Valley Communications & Style Guide (Prepared for the Authority by New Agency in 2021) establishes consistent themes, messaging, nomenclature, and branding to facilitate consistent and meaningful exchange with partners and the public over the course of the planning process. These guidelines provide direction for both a narrative and visual story to represent Coyote Valley's history and all that the valley encompasses today, which will lay the groundwork to create its tomorrow. The guide is included as Attachement 2 to this RFP.

**Tribal Partnerships.** The master planning team is working to build close and lasting relationships with local tribes whose ancestral lands include Coyote Valley with a goal of collaborating with the tribes on planning and on-going stewardship in Coyote Valley. The Authority plans to foster a working relationship between the consultant team and tribal partners, listen to and incorporate tribal insights, and seek feedback on work products developed during the Master Plan that will benefit from tribal expertise.

#### Consultant Team Structure & Desired Skills

The Authority is looking for a team led by a prime consultant firm that brings a holistic approach to the master planning processes and has proven experience leading collaborative, multi-disciplinary teams of subconsultants. We are seeking an interdisciplinary team that can work cohesively to deliver a comprehensive planning process and associated deliverables. The prime firm is responsible for creating a team that spans various firms and expertise as outlined below. The prime consultant firm shall assign a project manager that is responsible for managing its team of subconsultants and serves as a counterpart to the Authority's Coyote Valley Project Manager. Firms with landscape-scale master planning experience are especially encouraged to apply as primes and include within their internal project management team structure natural resource and restoration specialists.

Regardless of specialty, the Authority seeks holistic thinkers who can help shape a Master Plan that—while focused on ecological restoration—creates a myriad of community benefits. The table below summarizes the broad categories of expertise and technical skills that, if not embedded in the prime consultant team, are desired as subconsultants. Skillsets listed are thematic expertise that the Master Plan may require, however responders may propose additional disciplines or technical skills and team organization that would be beneficial for successful completion of the Master Plan.

#### THEME & SUMMARY DESCRIPTION

# Planning, Landscape Architecture, & Civil Engineering

The Authority seeks design professionals adept at creating holistic master plans that integrate input from diverse stakeholders and technical experts. Integrated site design, visitor use and access, recreation and transportation planning, cultural/historic resource planning, and interpretive design will all be integral to the Master Plan.

The ability to communicate ideas though graphics will be essential to effective public outreach. Desired expertise includes the ability to create compelling diagrams, sketches, plans, and renderings that illustrate the potential for place-making in Coyote Valley.

Technical design and engineering skills will be needed to prepare permitting and construction documents.

#### **TECHNICAL SKILLS**

- Civil engineering
- Cost estimating
- Cultural and historic resources
- CEQA/NEPA compliance/environmental permitting\*
- Federal, state, and local planning and permitting
- Funding strategies and grant writing
- Graphic and visualization design
- Interpretive/wayfinding planning and design
- Landscape architecture
- Master plan project management
- Public access and nature-based recreation planning
- Transportation planning

\*Note: The consultant team hired via this RFP is not expected to prepare the Master Plan's environmental review documents. However, the Authority seeks a team with environmental planning personnel who can advise the project team on potential paths forward for environmental review and permitting as the master plan's alternatives are developed.

#### **Natural Resources & Habitat Restoration**

Building off the Coyote Valley Landscape Linkage vision, the Authority seeks experts who can prepare a plan for repairing and enhancing functional ecological connectivity in Coyote Valley. The team should

- Conservation biology, including rare species expertise
- Climate resilience/adaptation
- Ecology, including wildlife ecology, recreation ecology, and historical ecology

include individuals with technical design, engineering and on-the-ground experience studying, managing, and restoring the habitats historically prevalent in Coyote Valley: freshwater wetlands, grasslands, oak savannahs, and riparian corridors. Experience with wildlife crossing infrastructure and recreation ecology will be crucial, as well as expertise in water resources and hydrology.

- Ecohydrology and surface water and groundwater interactions
- Environmental and hydrological engineering
- Green infrastructure design\*
- Habitat restoration design
- Land stewardship and management
- Monitoring and adaptive management
- Process-based river and floodplain restoration
- Regulatory permitting
- Wildlife crossing infrastructure design

\*Note: In this context, green infrastructure design refers to quantifiable natural process-based solutions such as distributed flood control measures, treatment wetlands, multi-benefit recharge basins, flood managed aquifer recharge, etc.

# Working Lands Management & Economic Development

The Authority seeks experts in regenerative agriculture who can guide the Master Plan's recommendations for continued agricultural uses in Coyote Valley that advance the recommendations of the Santa Clara Valley Agriculture Plan (2018) in ways that complement the conservation goals for Coyote Valley. More broadly, the Authority seeks experts who can advance a conservation-focused economic development strategy that relates to the agricultural opportunities in Coyote Valley.

- Agricultural tourism
- Agricultural market development
- Carbon farming practices
- Equitable and accessible agricultural land management and stewardship practices
- Place-based economic development
- Regenerative grazing and agricultural practices
- Soil health
- Small farm sustainability
- Wildlife-friendly agriculture

#### **Community Engagement**

As described on page 9, the Authority seeks consultants that can integrate their work into the project's existing Communications & Community Engagement Team and implement JEDIA-based community engagement strategies developed in collaboration with Scansion, Inc. Especially desired are experts in the implementation and facilitation of public participation through community engagement events, activities, and other engagement and communications tools. The team seeks engagement specialists with demonstrated ability to understand and effectively interact with people across all cultures, with nuance and compassion.

- Community engagement planning and implementation
- Digital/virtual input and outreach tools
- In-person workshop and engagement event planning
- Meeting and workshop facilitation and coordination
- Translation services
- Communications materials and collateral design and production
- Multicultural and equity-focused engagement strategies

# **Master Plan Proposed Scope**

The Master Plan will apply to a range of conservation areas within the region of Coyote Valley and culminate in a series of phased projects. Generally, there will be a larger program plan with a longer 20 to 30-year time horizon for full completion. To reach on-the-ground results in the shorter term (within next five to ten years), there may be a series of early implementation projects that are selected, fully designed, and approved as part of the Master Plan.

#### **Geographic Tiers**

The focus for the Master Plan will be across the three geographic tiers of influence, described below:

#### Tier 1: North Coyote Valley Conservation Area (953 acres)

The North Coyote Valley Conservation Area is the primary focus of the Master Plan. The Conservation Area encompasses 953-acres of conserved lands along Bailey Avenue in North Coyote Valley, including the heart of the historic Laguna Seca freshwater wetland complex. Ownership is currently split among the agencies that constitute the Master Plan's core project team; but ultimately will be entirely under the management of the Authority.

As the narrowest portion of Coyote Valley, this area has the highest potential to serve as a vital landscape-scale wildlife corridor connecting the Santa Cruz Mountains and Diablo Range. As such, habitat restoration in service of this linkage and climate resilience is a top priority here and will need to be balanced with other goals for Coyote Valley, which include flood protection, public access/nature-based recreational amenities, and agriculture. The Master Plan will also consider sustainable street design improvements to the roads that run through this geography: Bailey Road, Santa Teresa Boulevard, and Monterey Road. These roads divide the 953-acres into subareas, as described below (Note: The names of subareas are informal and for the purpose of quick identification during the planning process):

- Tulare Meadows: East of Santa Teresa, north of Bailey Avenue
- Laguna Seca: West of Santa Teresa, north of Bailey Avenue
- Spreckels Hill: West of Santa Teresa, south of Bailey Avenue

<u>Master Plan Focus:</u> The conserved lands of North Coyote Valley within this Tier are the primary focus of the Master Plan. The Master Plan will create a long-term vision (20 to 30-year time horizon) program/plan for this Tier, with detailed planning, design and approvals for early implementation projects identified through the planning process.

#### Tier 2: Mid-Coyote Valley Conservation Area (394 acres)

Mid-Coyote Valley is a mosaic of recently conserved and privately held agricultural, natural, and rural residential lands extending immediately south of the North Coyote Valley Conservation Area, to Palm Avenue. Agriculture is expected to be a more prominent long-term use in Mid-Coyote Valley as compared to the North Coyote Valley Conservation Area.

Mid-Coyote Valley is already home to the Authority's Coyote Valley Open Space Preserve. This 348-acre preserve opened to the public in 2015 and is improved with trails and visitor amenities. Although the existing preserve itself is not a focus of the Master Plan, public access connections to and through the preserve to other areas in Coyote Valley, and the role the preserve plays in the larger context of Coyote Valley will need to be considered as part of the Master Plan.

Mid-Coyote Valley is a high priority for on-going land conservation efforts, with a focus on agricultural land conservation that is compatible with habitat enhancements and large-scale process-based restoration of Fisher Creek and its floodplain. Currently, 394 acres have been conserved in Mid-Coyote Valley in the area south of Laguna Avenue and north of Palm Avenue along the path of Fisher Creek and adjacent to Santa Teresa Boulevard.

<u>Master Plan Focus</u>: The Master Plan will be charged with creating specific recommendations for conserved properties in Mid-Coyote Valley as well as more diagrammatic and conceptual long-term recommendations for larger, landscape-scale changes, with a focus on regenerative agriculture, potential restoration of the Fisher Creek floodplain, and public access opportunities.

#### Tier 3: Coyote Valley Conservation Program Area (17,200 acres)

As defined by California State Assembly Bill ("AB 948," Kalra, 2019) the Coyote Valley Conservation Program Area encompasses the full geographic limits of Coyote Valley, including lands with the two geographic tiers above. AB 948 defines the Conservation Program Area as the area bounded on the east by the first ridgeline of the Diablo Range, on the west by the first ridgeline of the Santa Cruz Mountains, on the north by the urbanized area of San Jose, and on the south by the areas within the City of Morgan Hill's urban service area as of February 29, 2012 (see map on page 24) and comprises about 17,200 acres.

<u>Master Plan Focus</u>: Site analysis elements such as surface and groundwater modeling, transportation planning, regional trail routing, agricultural land conservation, and economic development will all need to consider the valley-wide scale to best develop and evaluate site-specific alternatives for Tiers 1 and 2 geographies. The Master Plan may include general policy recommendations and design guidelines at the valley-wide level and identify opportunities for future planning work.

#### Preliminary Project Phases, Scope, & Deliverables

The Master Plan project team has preliminarily defined nine project phases. These phases are expected to be adjusted/refined in partnership with the consultant team hired through this RFP. Although listed in sequential order, it is assumed that some phases may occur simultaneously. Sample deliverables are also outlined for each phase. Proposers should view these phases and deliverables as a starting point and are invited to include in their proposals alternative phasing that would achieve project goals. As stated on page one, work on the Master Plan will be authorized by the Authority via a series of task orders. It is expected that the first task order will only cover work on Phase 1 of the Master Plan, as outlined below. A detailed scope and fee will be established for the first task order after the RFP team is under contract. Subsequent task orders may cover multiple phases of work. The suggested phases, scope, and deliverables below are provided primarily as a guide, to give Proposers a better understanding of the breadth and depth of work the Authority and its partners would like the consultant team to execute over the entire master planning process. Detailed fee proposals are not requested at this time but full rate schedules for all proposed team members are requested.

Although not explicitly called-out in all phases, community engagement will be an on-going aspect of the entire planning process. Consultants will be asked to help facilitate community engagement and share the project's progress with the community, project partners/stakeholders, working groups, and elected bodies at key milestones.

#### PHASE 1: PROJECT START UP & MANAGEMENT

Phase 1 focuses on bringing the consultant team up-to-speed on work conducted to-date and laying the foundation for the entire master planning process including refining project phasing and establishing project teams and working groups. This phase would culminate in the consultant team's synthesis of existing information and summary of data gaps/research needed to complete the Master Plan.

Anticipated Outcomes/Deliverables:

- Kick-off meeting/internal workshop with interagency and consultant teams
- Refined project phasing, timeline, and milestones
- Project advisory groups formalization and kick-off meetings (see page six)
- Community engagement plan that integrates preliminary engagement strategy prepared by Scansion, Inc. (see page 9)
- Initial outreach/engagement to regulating agencies, key partners
- Inventory of existing site information/data and data gap analysis
- Planning process preliminary sequencing and cost estimates

#### PHASE 2: SITE INVENTORY & ASSESSMENT

Phase 2 would execute existing conditions research and data collection determined in Phase 1 to be necessary for completion of the Master Plan. The primary deliverable of this phase would be a robust existing conditions report, including a summary of opportunities and constraints for the project area.

#### Anticipated Outcomes/Deliverables:

- Additional site inventories, research, and data collection
- Existing conditions report that is NEPA/CEQA transferable
- Preliminary landscape-scale monitoring and adaptive management strategy
- Opportunities and constraints assessment
- Existing conditions and opportunities/constraints-focused community workshop/event series

#### PHASE 3: PRELIMINARY VISIONING

During Phase 3, the consultant team will refine the preliminary project goals and prepare preliminary restoration/use scenario diagrams that build off the opportunities and constraints assessment, incorporate community input, and integrate early visioning conducted by the project team.

#### Anticipated Outcomes/Deliverables:

- Refined project vision and goals (reflecting community input)
- Preliminary restoration/use scenario diagrams
- Initial restoration/use scenario evaluation criteria
- Restoration/use scenario-focused community workshop/event series

#### PHASE 4: VISION REFINEMENT & CONCEPT ALTERNATIVES

In Phase 4, the consultant team would work closely with the interagency team to turn the restoration/use scenario diagrams created in Phase 3 into more refined concept alternatives. The team would also apply the evaluation criteria developed in Phase 3 to the concept alternatives and use it to articulate the trade-offs between each alternative. Work would also begin on selecting a project or suite of projects that are strong candidates for early implementation.

#### Anticipated Outcomes/Deliverables:

Concept alternatives for restoration/use

- Refined evaluation framework, applied to concept alternatives
- Identification and early concepts for projects suitable for early implementation
- Project alternative-focused community workshop/event series

#### PHASE 5: PRELIMINARY ENVIRONMENTAL PLANNING INTEGRATION

Phase 5 is envisioned as an early assessment of potential paths forward for the Master Plan's environmental review. The consultant team would conduct very preliminary environmental analysis focused on testing concept alternatives against the California Environmental Quality Act (CEQA) Appendix G Environmental Checklist Form.

#### Anticipated Outcomes/Deliverables:

- Preliminary environmental assessment of concept alternatives, based on CEQA Appendix G
- Permit requirements summary
- Recommendations on environmental review strategy

#### PHASE 6: FINAL CONCEPTS & EARLY IMPLEMENTATION PROJECT SELECTION

Phase 6 would be focused on selection and refinement of a preferred restoration/use alternative and will be integrated with environmental review. Phase one implementation project(s) would be selected and advanced into conceptual design. Master Plan policy language and objectives would be drafted, as well as an overarching phasing and funding/implementation strategy.

#### Anticipated Outcomes/Deliverables:

- Preferred restoration/use alternative
- Early implementation project(s) final concept design
- Design guidelines for all conservation areas
- Phasing/Implementation/funding strategy
- Master Plan policy and objective language
- Finalized landscape-scale monitoring strategy and adaptive management plan
- Preferred alternative, draft plan policy/objectives, and phase one-implementation project(s) focused community workshop/event series

#### PHASE 7: DRAFT MASTER PLAN & NEPA/CEQA DOCUMENTS

Phase 7 would be primarily focused on drafting the Master Plan document. Some coordination is also expected with the consultants the Authority hires to prepare the Master Plan's environmental review documents. The Draft Master Plan is expected to summarize the work conducted in previous phases.

#### Anticipated Outcomes/Deliverables:

- Draft Master Plan document
- As-needed coordination on draft environmental review documents

#### PHASE 8: FINAL MASTER PLAN & NEPA/CEQA DOCUMENTS

Phase 8 would be focused on finalizing the Master Plan document in coordination with the finalization of its environmental review documents. Phase 8 would also include as-needed assistance with preparation for adoption hearings at governing bodies that have jurisdiction over Coyote Valley.

#### Anticipated Outcomes/Deliverables:

- Final Master Plan document
- As-needed coordination on final environmental review documents
- Board/council/committee hearings preparation and attendance

#### PHASE 9: EARLY IMPLEMENTATION PROJECT(S) CONSTRUCTION DOCUMENTS

Phase 9 would include all work needed to advance early implementation project(s) from conceptual design to final construction documents.

#### Anticipated Outcomes/Deliverables:

- As-needed surveys and studies needed to prepare construction documents
- Early implementation project(s) construction documents
- Permit and construction documentation support

#### Preliminary Master Plan Timeline

The Master Plan's timeline will be refined as part of Phase One of the project. Generally, the Authority anticipates a two-year community-based planning process, shifting to environmental review in year three, and construction documents for early implementation projects in year four.

# **Minimum Proposer Requirements**

#### **Prime Consultant (Proposer) Qualifications**

To qualify, the prime consultant (hereafter referred to as the RFP "Proposer") shall have demonstrated experience in the following:

- Convening, managing, and leading integrated, interdisciplinary teams in collaborative planning processes.
- Project management experience with proven record of schedule and budget adherence.
- Strong written and graphic capacity to support analyses and communicate information clearly.
- Experience with local, regional, state, and federal regulatory agencies and their requirements.
- Proven experience working with government agencies on projects involving landscape-scale master planning and ecological restoration.

#### **Consultant Team Qualifications**

To qualify, the consultant team (the Proposer and its subconsultants) shall have collectively demonstrated experience in the following:

- Technical staff expertise with the ability to meet industry standard codes and regulations.
- Working with local, regional, city, state, and federal regulatory agencies and their requirements such as the County of Santa Clara, City of San Jose, Santa Clara Valley Habitat Agency, Regional Water Quality Control Board, California Department of Fish and Wildlife, United States Fish and Wildlife Service, and United States Army Corps of Engineers.
- Conservation biology or landscape ecology expertise and experience studying, managing, and restoring habitats historically present in Coyote Valley including freshwater wetland, grassland, oak savannah, and riparian woodland.
- Complex surface and groundwater-dependent ecosystem expertise and the ability to model and recommend restoration scenarios.
- Largescale process-based riparian and floodplain restoration design and permitting.
- Design and permitting quantifiable natural process-based solutions such as distributed flood control measures, treatment wetlands, multi-benefit recharge basins, flood managed aquifer recharge, etc.
- Placemaking, master planning, landscape architecture, and civil engineering services through all stages of the design and approvals process, including conceptual design, construction drawings, and submittal to local agencies as part of the project permitting process.
- Graphic design and visualization skills, with the ability to produce compelling, high-quality graphics such as: diagrams, sketches, 3D models, plans, and visualizations that convey complex planning and restoration concepts to the public.
- Planning and designing streets and other transportation infrastructure to promote safe, sustainable, and equitable public access.
- Planning and designing trails, bike paths, and other public access in similar locations.
- Design and engineering of successfully implemented wildlife crossings/infrastructure.
- Community engagement planning and facilitation, including experience working directly with diverse and historically disadvantaged communities.
- Regenerative agriculture and the development and implementation of planning strategies for working lands.
- Place-based economic development strategies and economic impact analysis.
- Cultural and historic resource planning.
- Interpretive planning and design.
- Strong familiarity with CEQA/NEPA requirements, with a proven ability to advise on environmental review compliance and permitting.

# **Submission, Review & Special Conditions**

#### **Preparation of Responses**

All responses to the items in the REQUIRED INFORMATION section must be answered fully and must be able to be substantiated by the vendor.

#### Key Dates\*

Event	Date		
RFP Issuance Date	April 23, 2021		
Pre-Proposal Conference	May 19, 2021		
Deadline to Submit Questions	May 25, 2021		
Final Addenda Released	May 28, 2021		
Deadline to Submit Proposal	June 16, 2021		
Interviews	August 4-5, 2021		
Contract Award	September 9, 2021		

<sup>\*</sup>Dates subject to change.

#### Submission of Responses

Proposals must be delivered by email (with attachments, if any) to the following email address: <a href="mailto:proposals@openspaceauthority.org">proposals@openspaceauthority.org</a>, with the following language in the subject line of the email "Attention: RFP-2021-10 re: Coyote Valley Conservation Areas Master Plan."

Proposals will be received only at the email address identified above. All proposals must be received by email by the Authority prior to 5:00 p.m. Pacific Daylight Time (PDT), June 16, 2021. Proposals will not be accepted via fax, mail, or by courier. Late responses will not be considered.

- 1. Mail and facsimile responses will not be considered. Proposers shall have sole responsibility for delivery of responses on time and to the proper email address.
- To facilitate the analysis of responses to this RFP, Proposers are required to prepare their responses in accordance with the instructions outlined in this section. Each Proposer is required to submit the responses electronically. Proposers whose responses deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the Authority.
- 3. The Authority cautions Proposers to assure electronic email delivery of responses directly to the email address noted above by the established deadline. A response received by the Authority after the established deadline will not be considered.

Note: Any deviation from the requirements listed in the Required Information section below may result in the response being considered non-responsive, thus eliminating a Proposer from further consideration.

#### **RFP Questions**

Any questions about this RFP shall be submitted in writing to <a href="mailto:proposals@openspaceauthority.org">proposals@openspaceauthority.org</a> on or before May 25, 2021 at 5:00 p.m. PDT. The Authority will post written responses to questions no later than May 28, 2021. Responses may be posted incrementally as available.

#### **Pre-Proposal Conference**

A virtual pre-proposal conference will be hosted by the Authority on Zoom on May 19, 2021 from 3:00 to 5:00 p.m. PDT. All questions submitted prior the date of the conference will be answered and any available new information will be provided at that time.

PLEASE NOTE: <u>Attendance at the conference is highly encouraged</u> for all Proposers, as well as subconsultants interested in joining a Proposer's team. A recording will be made available for those who register but are unable to attend at the designated date and time. A list of all registrants will be shared and circulated.

Please register for the conference here. A confirmation email will be sent to the registered email address.

#### Addenda

The Authority will post any addenda on the Authority's website (<u>www.openspaceauthority.org</u>). Proposers shall be responsible for ensuring that responses to all addenda are included in their submissions. It is the Proposer's sole responsibility to monitor the Authority website for possible addenda to this RFP.

#### Public Records Law

Pursuant to the California Public Records Act (California Government Code Section 6250 and following), public records are open to inspection at all times during the office hours of the Authority and every person has a right to inspect any public record or request copies of public records. All submitted responses are public records and are subject to public disclosure pursuant to the California Public Records Act.

#### Acceptance

Submission of any response indicates acceptance of the conditions contained in this Request for Proposals.

#### **Response Costs**

Those submitting responders do so entirely at their own expense. The Authority will not be responsible for reimbursement to any individual or firm for any costs incurred in preparing or submitting responses, providing additional information when requested by the Authority, or for participating in any interviews or meetings.

#### Non-Discrimination

No person shall be excluded from participation in, denied any benefits, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age (over 40), military and veteran status of any person, or any other non-merit factor unrelated to job duties and protected by law.

#### Response Format

Responses should be prepared as simply as possible and provide a straightforward, concise description of the contractor's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Responses should adhere to page limits and be comprehensive, succinct, and direct. Font size should be no less than 10 points. Instructions relative to each part of the response to this Request for Proposals are defined in the remainder of this section.

#### **Required Information**

The Proposer must include the following major sections:

#### **Executive Summary (Limit to 2 pages)**

This part of the response should be limited to a brief narrative highlighting how the Proposer and any subconsultants' expertise and experience qualifies for this RFP, the general approach to the Proposer's work, and specifically experience in performing landscape-scale master planning and ecological restoration work.

#### Team Description (Limit to 10 pages)

This section should describe the Proposer's team organization and their management structure and processes. The following information shall be included in a format and arrangement determined by the Proposer, in conformance with the page size limitations of this section:

- Description of the roles and responsibilities of the prime consultant including how they would organize, divide, and assign the Master Plan's workload. Describe the team's project management, quality assurance/quality control, cost control, and management policies and procedures.
- An organizational chart and description of the proposed team, including subconsultants. Describe how
  this team, or portions of the team, have worked together before or if any subconsultants have a track
  record of successful projects with the prime. Indicate whether the Prime or subconsultants have worked
  successfully in conjunction with staff from the Authority or any other government entity to deliver
  professional services. Demonstrate there are no overlaps or gaps in services/skills.
- Information about the roles and experience of key project team members. As part of this section, include full name, title, and discipline of team members who may work as key personnel as part of this RFP including their education, special expertise, licensing or certifications, and relevant project experience.

#### **Technical Qualifications (For page limit, see below)**

Proposer shall provide sufficient information to enable the Authority to understand and evaluate the experience of the Proposer's team on similar projects. A maximum of five projects are allowed for the Prime Consultant and up to three projects for each subconsultant, consisting of up to two pages per project. Information required includes:

- Contract/Project Name
- Agency/Locality/Office/Organization for which contract or project was performed
- Short description of the scope of work
- List of staff members who worked on each project
- Dollar value of contract/project
- Dates of contract/project
- Associated images/renderings (if applicable) with appropriate credits noted, with a strong preference for images created by the project team
- Contract representative's name, telephone number, and email address

The Authority reserves the right to contact references.

#### Master Plan Approach (Limit to 4 pages)

The Proposer should describe their overall approach to the Coyote Valley Conservation Areas Master Plan. This description should address the following questions:

- How would your team work together to strike the right balance between the many goals for Coyote Valley's conserved lands? Including, specifically, your team's approach for determining the ideal balance between public use/access and habitat restoration.
- How would your team employ graphics, diagrams, and other visual representations to share with the community the opportunities and challenges presented by Coyote Valley as a landscape?
- Restoration of Coyote Valley will require weighing how far to pursue largescale hydrological restoration of
  the landscape (e.g., rerouting creeks to historic wetlands) versus surgical restoration projects that buildoff existing habitat (e.g., enhancing riparian habitats along existing manmade ditches). Describe your
  team's approach to developing and weighing these kinds of restoration options and measuring return on
  investment.
- Describe your experience working with viable agricultural in a wildlife conservation setting.
- What engagement tools would you use to collect community input during the planning process, especially traditionally underserved communities, and how do you imagine incorporating this input into your deliverables?

#### Master Plan Work Plan (Limit to 4 pages)

This section should include an outline of project phasing and a short description of key outcomes/deliverables and the firms/personnel who would be the leads on producing those deliverables, including a general timeline. Proposers should refer to the preliminary phasing and outcomes/deliverables outlined in this RFP but are welcome to suggest alternative phasing approaches to achieve the project goals.

#### Proposed Rate Schedule (No limit)

The Proposer shall include a summary of approach for keeping costs efficient and hourly billing rates for all proposed work and any potential team members, including subconsultants, who may be called upon to work on tasks related to this RFP as well as other costs that may be required to perform said work. A summary of potential direct expenses and non-labor related charges should also be included.

#### Statement of Agreement with Terms of Contract/Registration

The Proposer must provide a statement that indicates agreement to the terms of the contract (Attachment 1), including an agreement to meet the insurance requirements. State of California Division of Industrial Relations (DIR) registration is required to work on public works projects. Members of the Proposer's team who will be engaged in development of construction documents during the later phases of the master planning process will be required to register with the DIR before work on those deliverables is scheduled to commence.

#### Selection Criteria

Proposals will be evaluated by Authority staff and recommended to the Authority's Board of Directors for approval. Proposals will be evaluated for completeness of response and quality of response; the extent to which the Proposer's proposal fulfills the Authority's stated requirements as set out in the RFP; proposed fees and rates; relevant experience, and previous client satisfaction. Staff may conduct in-person interviews as part of the selection process. In determining the most responsible and qualified proposal, the Board of Directors may use the following criteria to evaluate submitted proposals:

A. Experience and qualifications of the Proposer with providing master planning and associated consultation services as specified herein.

- B. Experience in setting up and managing multi-disciplinary teams and working closely to integrate with project sponsor team.
- C. Experience of the Proposer including past performance of firm on contracts of similar size and scope.
- D. Experience and qualifications of personnel and subconsultants employed by the Proposer.
- E. Demonstrated understanding of the scope of the service.
- F. Best overall financial return to the Board of Directors on the contract.
- G. A responsible Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, and experience to satisfactorily perform the work required.

The Authority may reject all nonconforming, non-responsive, or conditional proposals, and may waive any minor informalities or irregularities in any proposal and at the Authority's sole discretion. The Authority's Board of Directors may reject all proposals.

### **Additional Resources**

In addition to the background materials listed on page 3 and preliminary planning work on page 6, the following documents provide additional information on work and research completed to-date on Coyote Valley.

- Integrated Planning with Nature: Building climate resilience across the urban-to-rural gradient (web link)
  Prepared by the San Francisco Estuary institute with SPUR, and the San Clara Valley Open Space Authority.
  2020.
- Coyote Valley Linkage Assessment Study (web link)
   Prepared by Pathways for Wildlife, Tanya Diamond and Ahiga Roger Snyder for the California Department of Fish and Wildlife, Santa Clara Valley Open Space Authority, and Guadalupe-Coyote Resource Conservation District. 2016.
- Coyote Valley Historical Ecology Presentation (web link)
   Prepared by the Santa Clara Valley Open Space Authority.
- Coyote Valley Primer (web link)
   Prepared by the Santa Clara Valley Open Space Authority.
- Coyote Valley Brochure (web link)
   Prepared by the Santa Clara Valley Open Space Authority.

**Exhibit 1: Location Map** 

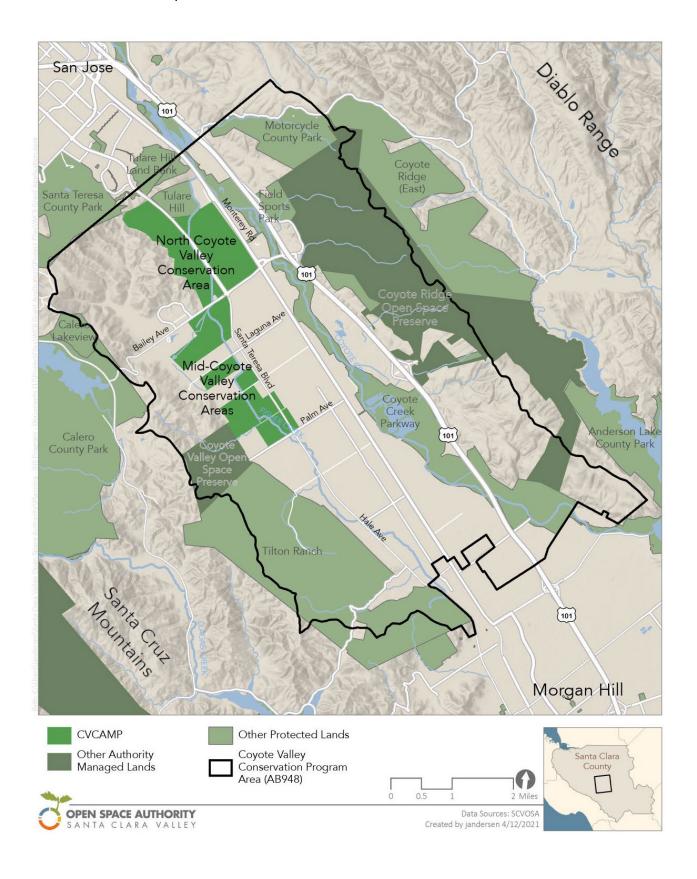




Exhibit 2: Existing Hydrological Features in North Coyote Valley

The Authority is currently working with Environmental Science Associates (ESA) to evaluate initial water resource enhancement opportunities and constraints for restoration of Fisher Creek and Laguna Seca. Site assessments and restoration alternatives prepared by the team hired via this RFP will build off this initial evaluation (expected completion in spring 2021). This bird's eye view, looking northeast across the historic Laguna Seca and North Coyote Valley, depicts existing hydrological conditions in the area currently under study. Notable features include:

- Portions of the historic Laguna Seca wetland filled with floodwater.
- Fisher Creek, which flows northeast into Coyote Creek, and then through the urbanized areas of San Jose north of Tulare Hill. The creek is bracketed by levees constructed in 1916 to drain Laguna Seca for agricultural use.
- The 4,000-foot-long Fisher Creek earthen dam and partly constructed bypass channel constructed in 2006 to mitigate for future impacts on the floodplain associated with development that was once proposed for North Coyote Valley.
- The area of the Fisher Creek levee that was partially breached in 2006 during the construction of the bypass channel. This levee breach unintendedly resulted in creating a backwatering floodplain south of the Fisher Creek earthen dam.

# **Attachments**

- 1: Contract Template/Terms of Contract
- 2: Coyote Valley Conservation Areas Master Plan Communications & Style Guide

#### CONTRACT FOR SERVICES

THIS AGREEMENT is entered into between the Santa Clara Valley Open Space Authority (hereinafter "Authority") and [INSERT NAME] (hereinafter "Contractor") and sets forth the terms of this Agreement. Authority and Contractor are collectively referred to as the "Parties." This Agreement is effective upon full execution of this Agreement by the Parties. In consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California, the parties agree as follows:

#### 1. Scope of the Agreement

During the term of this Agreement, Contractor shall provide the [(OPTION 1) services set forth in the Scope of Work, attached hereto as Exhibit A and hereby incorporated by reference. However, if any provision or term of Exhibit A conflicts with any provision or term of this Agreement, the provisions and terms of this Agreement shall prevail and supersede any inconsistent provisions or terms in Exhibit A. (OR OPTION 2) following services:

### 2. <u>Documents, Materials and Records Property of Authority</u>

All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video or audio tapes, photographs, computer data, software, reports, maps, electronic files and films, and any final revisions, prepared or obtained in the performance of this Agreement (collectively "work product"), shall be delivered to and become the property of Authority without restriction or limitation on their use. All documents and materials of a preliminary nature, including but not limited to notes, sketches, preliminary plans, computations and other data, and any other material referenced in this section, or prepared or obtained in the performance of this Agreement, shall be made available, upon request, to Authority at no additional charge and without restriction or limitation on their use. Upon Authority's request, Contractor shall execute appropriate documents to assign to the Authority the copyright or trademark to work product created pursuant to this Agreement. Contractor shall return all Authority's property in Contractor's control or possession immediately upon termination.

#### 3. Payment

- a. Payment for Services. [(OPTION 1) Authority shall pay for services and reimbursable expenses in a total amount of \$\_\_\_\_\_\_ upon completion of the services to the satisfaction of Authority and delivery of the work product. (OR OPTION 2) Authority shall pay for services performed in accordance with this Agreement according to the fee schedule and any reimbursable expenses contained in Exhibit B. Contractor shall invoice Authority monthly. (OR OPTION 3) Authority shall pay for services performed in accordance with this Agreement at an hourly rate of \$\_\_\_\_\_, and reimbursable expenses in the amount of \$\_\_\_\_\_, Contractor shall invoice Authority monthly.]
- b. [(OPTIONAL PROVISION IN LIEU OF REIMBURSIBLE EXPENSES ABOVE) Reimbursement of Expenses. All expenses incurred as part of this Agreement will be reimbursed at actual cost.]

- c. [THIS IS AN OPTIONAL NOT TO EXCEED PROVISION TO ADD TO OPTIONS 2 AND 3 SET FORTH ON SUBSECTION a.] Maximum Payment. Contractor agrees that fees and any reimbursable expenses to complete the services promised under this Agreement shall not exceed a maximum of \$
- d. Audit of Records. Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements, and other cost items charged to Authority or establishing the basis for an invoice, for a minimum of four (4) years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow an Authority representative to inspect, examine, copy, and audit such records during regular business hours upon 24 hours' notice.

#### 4. Time for Performance

Contractor's work shall be scheduled and performed to meet agreed-upon deadlines. The term of this Agreement shall end [(OPTION 1:) on or before [INSERT END DATE], unless abandoned as provided in section 5 below. The time for performance may not be extended without Authority's express written approval. (OR OPTION 2:) when the services described herein are completed, unless abandoned as provided in section 5 below.]

#### 5. Standard of Performance

Services shall be performed by Contractor in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Contractor's profession currently practicing in California.

#### 6. Abandonment of Project

Authority shall have the right to abandon or indefinitely postpone ("abandonment") the project that is the subject matter of this Agreement and the services hereunder, or any portion thereof, at any time. In such event, Authority shall give written notice of such abandonment. In the event of abandonment prior to completion of the project, Contractor shall cease work immediately. All charges incurred up to the time of notice of abandonment, together with any other charges outstanding at the time of termination, shall be payable by Authority within 30 days following submission of a final statement by Contractor and shall be considered as full payment due hereunder. However, Authority may condition payment of such compensation upon Contractor's delivery to Authority of any or all work product generated by Contractor pursuant to this Agreement.

#### 7. Contractor as Independent Contractor

At all times during the term of this Agreement, it is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be an independent contractor and shall not be an employee of Authority. It is agreed that Authority is interested only in the results obtained and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Authority shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Authority shall not have the right to control the

means by which Contractor accomplishes the results required under this Agreement. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation, and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and this of Contractor's subordinates, subcontractors, agents, and employees. Contractor is responsible for all insurance and all taxes, charges, fees, benefits, or contributions required to be paid or withheld on behalf of Contractor, including, but not limited to, compliance with social security, withholding, and all other regulations governing such matters. Contractor is not entitled to any employee benefits. Contractor shall exonerate, indemnify, defend, and hold harmless Authority (which shall include, without limitation, its officers, agents, employees and volunteers) from and against any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

#### 8. Non-Discrimination

During and in relation to the performance of this Agreement, Contractor agrees as follows. Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, sexual orientation, age (over 40), military and veteran status of any person, or any other non-merit factor unrelated to job duties and protected by law. Contractor shall not discriminate on the basis of the above characteristics against any employee or applicant for employment who has, perceives he or she has, or is associated with a person who has, or is perceived to have any of the above characteristics. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, sexual orientation, age (over 40), military and veteran status of any person, or any other non-merit factor unrelated to job duties and protected by law. Such action shall include, but not be limited to, the following: employment, terms, conditions or privileges of employment, promotion, demotion or transfer, recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Furthermore, Contractor shall include this requirement in any and all sub-contracts it enters into in any way related to this Agreement. Nothing in this section shall prohibit Contractor from applying a bona fide occupational qualification, or any other exception established by the California Fair Employment and Housing Act under Government Code § 12940.

#### 9. Indemnification

a. Contractor agrees to indemnify, hold harmless, defend and protect Authority, its directors, officers, officials, employees, agents and invitees, from and against any and all claims, losses,

damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever arising out of, pertaining or relating to the negligence, omission, recklessness or willful misconduct of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the Services or in any way related to activity conducted by Contractor, except for any such claim resulted from the sole negligence or the intentional and willful misconduct of Authority, its officers, directors, agents or employees. The provisions of this section shall survive the termination or expiration of this Agreement. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

b. The provisions of this section shall survive the termination or expiration of this Agreement.

#### 10. Insurance

- a. Contractor shall procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with California-admitted insurance companies licensed to do business in the State of California, which are rated at least "A" or better by A.M. Best Company and which are acceptable to Authority:
  - i) If Contractor has and will have employees during the term of this Agreement, Workers' Compensation Insurance as required by law with limits of \$1,000,000;
  - ii) Comprehensive or Commercial General Liability Insurance, which shall be occurrence coverage, in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, combined single limit, including coverage for (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability;
  - Business Automobile Liability Insurance for each of Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g., owned by Contractor's employees), leased, or hired vehicles, in the minimum amount of \$1,000,000 per occurrence for bodily injury and property damage; and
  - Professional Liability Insurance (or Errors and Omissions Insurance) in the minimum amount of \$1,000,000. The policy must contain a cross liability or severability of interest clause. If the policy is on a claims-made basis, coverage must extend to a minimum of three (3) years beyond completion of the services provided pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to this Agreement's effective date, Contractor shall purchase "extended reporting" coverage for a

minimum of three (3) years after completion of the services provided pursuant to this Agreement.

**Proof of all insurance policies is attached to this Agreement as Exhibits XX-XX**. Contractor shall provide to Authority proof of renewal of each insurance policy at least thirty (30) days prior to the expiration of the insurance policy as long as this Agreement remains in effect.

Contractor certifies that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor shall comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work under this Agreement.

In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to Authority at Contractor's earliest possible opportunity and in no case later than five days after Contractor is notified of the change in coverage.

In the case of the breach of any provision of this section, Authority may, at Authority's option: (1) take out and maintain, at the expense of Contractor, such types of insurance in the name of Contractor as Authority may deem; (2) order Contractor to stop work under the Agreement until Contractor complies with the insurance requirements required by this Agreement; or (3) terminate this Agreement.

- b. <u>Other Insurance Provisions</u>. The policies shall include or be endorsed to include, but not limited to, the following provisions:
  - i) Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor, premises owned, occupied, or used by Contractor, or automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to Authority, its officers, officials, employees or volunteers, and no endorsement shall be attached limiting the coverage. Contractor shall furnish Authority with certificates of insurance and with original endorsements effecting coverage required by this clause.
  - ii) Contractor's insurance coverage shall be primary insurance as respects Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Authority, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute to it.
  - iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Authority, its officers, officials, employees, or volunteers.

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

### 11. Prevailing Wage and Labor Compliance

Work done under this agreement may be subject to the prevailing wage and other provisions of the California Labor Code requirements (see Labor Code § 1720 et seq.). The Contractor shall pay prevailing wages to all persons employed in the performance of any part of the Project and otherwise comply with all associated requirements and obligations, if required by law to do so.

Contractor shall retain copies of payroll records for four years after the audit year in which wages were paid, or until the expiration of all applicable statute of limitations period(s), whichever is later.

#### 12. Assignment

A substantial inducement to Authority for entering into this Agreement is the professional reputation and competence of Contractor. Contractor shall not assign or otherwise transfer any rights, duties, obligations, or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of Authority and any attempt to assign or transfer without such prior written consent shall be void and shall terminate this Agreement. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

#### 13. Subcontractor

- a. Contractor will perform the work personally or through Contractor's employees. Contractor may subcontract work only as specified in this Agreement or upon prior approval of Authority. If subcontracting of work is permitted, Contractor shall pay subcontractor within ten (10) days of receipt of payment by Authority for work performed by a subcontractor and billed by Contractor.
- b. Authority is an intended beneficiary of any work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and Authority.

#### 14. Conflict of Interest

Contractor warrants and covenants that Contractor presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this Agreement. Contractor further warrants its compliance with the Political Reform Act (Government Code § 81000 et seq.) respecting this Agreement.

#### 15. Compliance with Laws

In the performance of this Agreement, Contractor shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of Authority and other local agency with jurisdiction. Contractor warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license, permit, or

registration of any kind is required by law of Contractor, its employees, agents, or subcontractors to practice Contractor's profession, Contractor represents and warrants that such license has been obtained, is valid and in good standing, and Contractor shall keep it in effect at all times during the term of this Agreement.

#### 16. Changes in Work

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by Authority and the Parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work.

#### 17. Accident Reports

Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to Authority any accident or other occurrence causing injury to persons or property during the performance of this Agreement. If required by Authority, the report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

#### 18. Default

In the event that Contractor defaults in any obligation of Contractor under this Agreement, or Contractor defaults in the performance of any of the terms and conditions of this Agreement, Authority may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: (1) enforce performance of the Agreement by Contractor; (2) terminate this Agreement; or (3) perform the obligations of Contractor, whereupon Contractor shall reimburse Authority for any amounts paid or expenses incurred by Authority in the performance of such obligations. The above remedies are in addition to any other remedies at law or equity Authority may have. Contractor shall pay or reimburse Authority for all of Authority's costs and expenses, incurred in enforcing its rights hereunder.

#### 19. Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, and shall be: (1) personally delivered; (2) deposited in the United States mail, certified or registered, postage pre-paid, return receipt requested; or (3) sent electronically via email with a copy also deposited in the United States mail, First Class postage. Notice shall be addressed to the recipient as follows:

AUTHORITY: Santa Clara Valley Open Space Authority

33 Las Colinas Ln.
San Jose, CA 95119
Attention: [INSERT]
Email: [INSERT]

CONTRACTOR: Attention: [INSERT]

Email: [INSERT]

Page 7 of 9

Santa Clara Valley Open Space Authority

[Independent Contractor – Over \$10,000 Template]

Either party may change its address by giving notice to the other in the manner provided herein.

Contractor shall mail invoices to Authority at the above referenced address, but shall make invoices to the attention of "Accountant," or Contractor may email invoices to accountant@openspaceauthority.org.

#### 20. Entire Agreement

This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior, contemporaneous agreements, representations, and understandings of the parties. This Agreement cannot be amended or modified except by written agreement of all the parties.

#### 21. Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

#### 22. Severability

Should any part of this Agreement be declared by a final decision by a court to be unconstitutional, invalid, or beyond the authority of either of the Parties to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

#### 23. <u>Interpretation</u>

Section headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.

#### 24. Governing Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Santa Clara, State of California.

#### 25. Advice of Counsel

Both parties have had a full and complete opportunity to have the Agreement reviewed by legal counsel, and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

#### 26. Time of The Essence

Time is hereby expressly declared to be of the essence in this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

The signatories below warrant and represent that they have all legal authority and capacity to enter into this Agreement. **IN WITNESS WHEREOF**, Contractor and Authority hereby execute this Agreement.

SANTA CLARA VALLEY OPEN SPACE AUTHORITY			
	Dated:		
Andrea Mackenzie			
General Manager			
[INSERT NAME OF CONTRACTOR/I	<b>BUSINESS</b> ]		
	Dated:		
[INSERT NAME]			
[INSERT TITLE]			

### ATTACHMENT 2



### **Communications & Style Guide**

Coyote Valley Conservation Areas Master Plan Phase One Communications

# COYOTE VALLEY

Communications & Style Guide Coyote Valley Phase One Communications

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### 1.0 Communications Guide

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- 1.7 Messaging: What
- 1.8 Messaging: How
- 1.9 Messaging: Who
- 1.10 Messaging: Experience
- 1.11 Outcomes and Call to Action
- 1.12 Voice

### 2.0 Visual Style Guide

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- 2.2 Colors & Typefaces

### **Appendix**

# Purpose of this Guide

This Communications & Style Guide has been developed to assist in Phase One Communications of the master planning and community engagement process for Coyote Valley. The purpose of these guidelines is to ensure consistent storytelling, messaging and branding and help facilitate a meaningful exchange with partners and the public over the course of the planning process.

These guidelines provide direction for both a narrative and visual story to represent Coyote Valley's history and all that the valley encompasses today, which will lay the groundwork to create its tomorrow.

Phase One Communications

### Overview

Coyote Valley is a rural landscape located at the southern edge of San José, California in Santa Clara County. It is remarkable for its scenic beauty, biodiversity of wildlife, farmland, and water resources.

Approximately seven miles long and two miles wide, Coyote Valley is defined by the Diablo Range to the east and the Santa Cruz Mountains to the west, providing a key wildlife linkage between one million acres of protected open space that frame the valley floor.

Many inhabitants have called Coyote Valley home over the centuries, from Native Americans to Spanish colonists, to farmers and ranchers, to coyotes and many other important plants and wildlife. Once a complex of freshwater wetlands and grasslands teeming with birds and mammals, Coyote Valley has been under the threat of development for decades designated for industrial land uses, including Silicon Valley tech campuses, large distribution warehouses, and single family homes.

In November of 2019, an innovative partnership among the Santa Clara Valley Open Space Authority (Authority), Peninsula Open Space Trust (POST) and the City of San José, protected 937 acres of open space in North Coyote Valley. This

landmark acquisition removes the threat of development and takes the first step towards a re-imagined and greener future for Coyote Valley. It puts an end to sprawl in the Santa Clara Valley and unlocks opportunities to implement a vision to protect and restore Coyote Valley's significant natural and cultural resources, creating a landscape of regional, state, and even national significance.

This irreplaceable landscape will permanently protect wildlife habitat, natural floodplains and water quality, mitigate wildfire impact and build resilience to climate change. It will also provide unparalleled opportunities for recreation and support local agriculture, among many other benefits for residents in the county and visitors to Coyote Valley.

In 2021, the Open Space Authority will embark on a multi-year process to plan for the future of Coyote Valley, taking a holistic approach to integrating all of the valley's key elements. Alongside its partners, the Authority will lead a science and community-based planning process to guide the future use and management of all protected lands in Coyote Valley. While the North Coyote Valley Conservation Area will be at the heart of the plan, it will also simultaneously evaulate three geographic tiers - North Coyote Valley, Mid Coyote Valley, and the Coyote Valley Conservation Program Area.

By engaging partners, stakeholders, and residents in the Santa Clara Valley throughout the planning process, together we can play a meaningful role in restoring this vital landscape for nature and people.

"We have a once in a lifetime opportunity to protect and restore this 'last chance landscape' for its open space benefits, including helping to build a climate resilient future for our urban and natural communities."

Andrea Mackenzie,
 General Manager,
 Open Space Authority.

Communications & Style Guide Coyote Valley Phase One Communications

# 1.0 Communications Guide

Phase One Communications for Coyote Valley will focus on the master planning & community engagement process, which will shape what Coyote Valley will become as a place. Therefore, it is important to first set the context for Coyote Valley – its geography, history and heritage – to frame and ground this process in the significance of this place. From there, the articulation of the process to plan for its future follows.

Given that the Open Space Authority is the partner leading this process and will be responsible for managing these lands, the communications, storytelling and messaging for Coyote Valley should build on the Authority's core story and current storytelling framework. Coyote Valley is a prime example of the Open Space Authority's innovative approach to land conservation and stewardship.

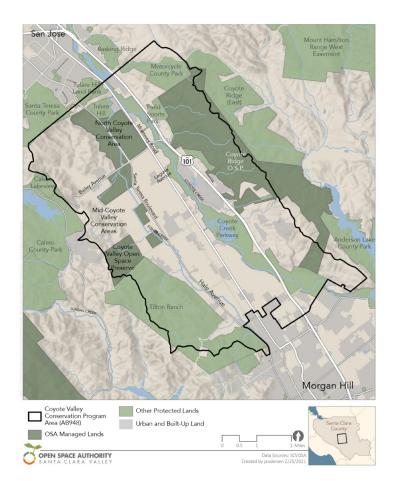


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### Maps

Maps are a powerful tool for communicating about Coyote Valley. The Open Space Authority's GIS mapping team is generating a series of telescoping maps, consistently rendered and labeled, to set the geographic context of Coyote Valley and begin to tell a story.

Narration of these maps in written text or visual presentations can follow the outline suggested on this page.



### Communications & Style Guide Coyote Valley

Phase One Communications

# 1.1 Geographic Context

### **County Context**

Locate Coyote Valley within the Bay Area and Santa Clara County. Describe its proximity to the population and job centers of San José and to Silicon Valley and its relationship to the agricultural region of Santa Clara Valley, defining the northern most end of the valley.

### Coyote Valley Geography

Describe Coyote Valley as the valley formed by the Diablo Range to the east and Santa Cruz Mountains to the west.

Identify the Coyote Valley Conservation Program Area boundary as the State of California's priority for Wildlife, Water, Agriculture, Recreation, and Climate.

Identify existing open space including the Coyote Valley and Coyote Ridge open space preserves.

Identify new conservation areas in the valley and describe these as the areas of focus for the master planning process.

Articulate the waterways in the valley including Fisher Creek, Coyote Creek, and Laguna Seca and describe their significance for ecosystem services. Identify the wildlife corridors, trails, and roadways that connect the valley.

Describe other land uses within the valley, including agricultural lands.

### **Coyote Valley Geographic Tiers**

The master planning process will study, simultaneously, three geographic tiers:

**Tier 1: North Coyote Valley.** The 953-acre North Coyote Valley Conservation Area is the Master Plan's primary focus. The plan will create a long-term vision, with detailed planning, design, and approvals for early implementation projects.

**Tier 2: Mid Coyote Valley.** This area is the Master Plan's second focus. The plan will result in specific concepts for conserved properties here and general recommendations for the larger landscape.

Tier 3: Coyote Valley Conservation Program Area. The 17,200-acre Program Area, as defined by State Assembly Bill 948, encompasses the other two tiers. The Master Plan will consider general policy recommendations at this scale and identify opportunities for future work.

Phase One Communications

### 2021

North Coyote Valley Master Planning Process

### 2019

Conservation of North Coyote Valley

### 2017

Coyote Valley identified as vital wildlife linkage

### 1980s - 2010s

Development pressures

### 1970s

Rise of semiconductor industry

### 1850 - 1960s

Agricultural economy based on fruit growing

### 1850

California joins the United States

### 1834

Rancho Santa Teresa land grant extended west from Coyote Creek to the Santa Teresa Hills

### 1777

Mission Santa Clara de Assis Established

Founding of Pueblo de San José

### 1000 BC - 1602

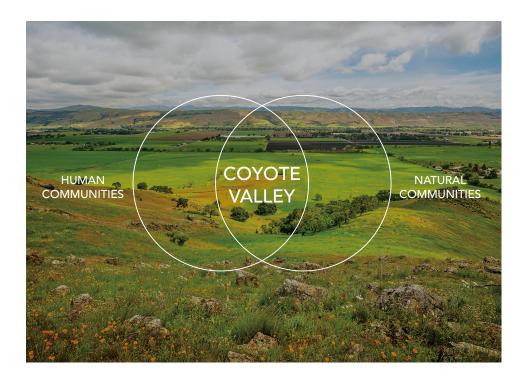
Pre-Columbian
Ohlone settlement

# 1.2 History and Heritage

Coyote Valley has been host to the lives of many species and cultures, offering many perspectives from which to tell its story. These are contained in personal oral histories, works of fiction, government records, and journalistic accounts, to name a few. The timeline at the left represent just a glimpse of the region's history. Connecting to the histories and heritage of Coyote Valley is important because understanding what it has been in the past can inspire what it can become in the future. The Authority and partners will embark on an inclusive effort to tell the entire history of Coyote Valley from the indigenous heritage, to Spanish settlements, to the agricultural "Valley of Heart's Delight", to urban sprawl, and today. In 2021, the Open Space Authority will lead a community-based master planning process that will imagine a regenerative vision for Coyote Valley tomorrow.

### Learning from our Elders

The Open Space Authority and partners are actively listening and engaging with local tribes, including the Amah Mutsun and Muwekma Ohlone tribal groups, to recognize and interpret Coyote Valley's indigenous heritage. The Authority and partners will work with the tribes to learn and share their history in Coyote Valley.



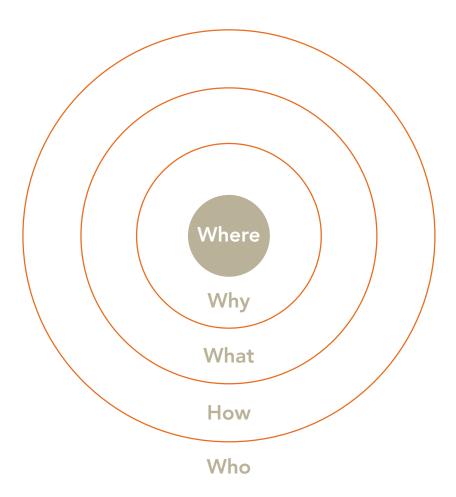
# 1.3 Storytelling

Due to its location and natural resources, Coyote Valley has long been a place where human and natural communities intersect. The master planning process will inform how we can help restore this vital connection of people and place in Coyote Valley as well as support biodiversity of wildlife in the valley. Messaging should reflect the concept that "we are a part of nature, not apart from nature." It is our responsibility as humans to be good stewards of the natural environment we are part of and rely on.

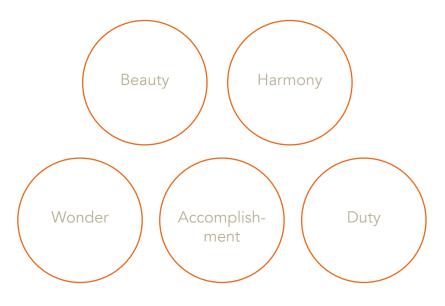
When describing Coyote Valley, focus on the possibility for what this place can become by describing its multiple benefits. Instead of using specific and familiar terms like "open space preserve," "urban preserve" or "National Park-like," describe Coyote Valley's diverse attributes as a "multiple benefit landscape," or a place rich with "natural and cultural heritage" and the importance of its "natural infrastructure and natural capital."

Extensive research has documented the value of Coyote Valley for the wildlife communities it connects and the human communities it protects by mitigating floods and wildfires, among many other ecosystem services. It is important to communicate both the factual and the emotional significance of this place. When we combine data and stories, we create meaningful communication.

### CORE STORY FRAMEWORK



### MEANINGFUL EXPERIENCE FRAMEWORK



# 1.4 Storytelling Frameworks

Throughout the creation of this communications guide, we have built on a storytelling framework tool used by the Open Space Authority. "Where" has been added to the center of the framework to first set the context of place. "Why" also focuses on place, defining the value of conservation and stewardship in Coyote Valley. "What", "How" and "Who" then describe the process itself.

This story framework provides a construct to organize the message points and the order of how to present the story of the Coyote Valley Conservation Areas Master Plan.

The Meaningful Experience
Framework¹ used by Scansion
provides a construct to tell the story
through an emotional / cultural
lens. It provides both factual and
emotional connections to Coyote
Valley. Through the outcomes of
a community survey, Scansion
identified beauty, harmony, wonder,
accomplishment, and duty as
experiences respondents associated
with Coyote Valley.

When writing copy, combine these values with the message points organized into the story framework. Consider drawing direct quotes from the Scansion questionnaire analysis to convey how the community feels about Coyote Valley.

The messaging outlined on the following pages offers an 'interim' story for Coyote Valley, given that the story of place is yet to be written through the master planning process. This story should be told consistently to all audiences, with a varying degree of detail and through different communications channels as determined by the engagement process.

Phase One Communications

### CORE STORY FRAMEWORK



# 1.5 Messaging

# Where - Place

Set the geographic context for Coyote Valley including:

- Its location within Santa Clara County and its relationship to San José, Silicon Valley and the Santa Clara Valley, and the State of California
- The last remaining valley floor open spaces between the developed areas of San José and Morgan Hill
- The zones within Coyote Valley North, Mid, and South Valley
- The geography of Coyote
   Valley including existing open
   space, new Conservation Areas,
   waterways and trails, ranching and
   agricultural lands.

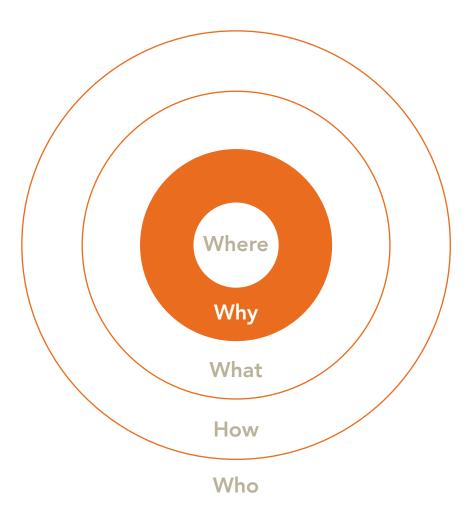
(See Section 1.1 for details.)

Describe Coyote Valley as a landscape where natural and human communities intersect:

- Natural: Coyote Valley provides critical wildlife corridors, linking the Diablo Range and Santa Cruz Mountains and connecting over 1.13 million acres of open space on either side of the valley. Coyote Valley comprises very unique flora and fauna found no where else and provides habitat for many rare, endangered, and threatened species.
- Human: From Native American communities, to Spanish settlers, to farmers and ranchers, to the conservation partners today. See Section 1.2 for details.
- The Master Planning process will inform how we restore the vital connections of these natural and human communities, and connect people and place.

Phase One Communications

### CORE STORY FRAMEWORK



# 1.6 Messaging

# Why - Place

Describe why it is important to protect and steward the landscape of Coyote Valley:

- Coyote Valley's natural environment supports the health and well-being of each of us, our economy, and our communities, as well as other species. Our future depends on how well we steward these lands today.
- Stewarding the lands and waters of Coyote Valley provides naturebased solutions to the pressures of growth and climate change in the county, including the natural infrastructure for flood protection and mitigation of wildfire impact.
- This landscape serves as our natural capital, providing clean air, fresh water, and unparalleled opportunities for recreation. It also supports local farmers and ranchers.
- Coyote Valley provides the vital connection between the Santa Cruz Mountains and Diablo Range, protecting important wildlife habitat and allowing wildlife to migrate and adapt to climate change. It also connects human communities from the South Bay to the heart of San José and beyond.
- Nature is essential to our physical and mental health. Protecting and restoring Coyote Valley as a natural open space offers a peaceful respite from the busy hustle and bustle of Silicon Valley and a place where people can come together for physical and mental health.
- The long term vision is to make Coyote Valley a landscape, for all, forever.

Phase One Communications

### CORE STORY FRAMEWORK



# 1.7 Messaging

# What - Process

Describe what the master planning process for Coyote Valley will entail:

- The Open Space Authority will lead a science and communitybased master planning process for Coyote Valley Conservation Areas.
- This community-based planning process is a significant opportunity to create a regional destination and public asset focused on interconnection, inclusion, and resilience, while designing with nature and optimizing nature as a climate change solution.
- The Master Plan will guide the future use and management of open space within the North Coyote Valley Conservation Area, and will serve as a blueprint to implement the Authority's Coyote Valley Landscape Linkage vision to protect wildlife habitat and biodiversity and achieve the floodplain preservation goals of San José's 2018 Measure T.
- The Master Plan will also study and create specific recommendations for Mid Coyote Valley, with a focus on regenerative agriculture, restoration of the Fisher Creek floodplain, and public access opportunities on conserved lands.

### **CORE STORY FRAMEWORK**



# 1.8 Messaging

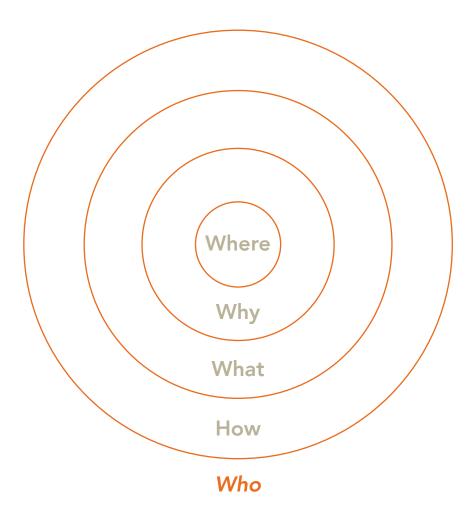
# How - Process

Describe how the master planning process will work:

- The process of developing the Coyote Valley Conservation Areas Master Plan will be highly participatory, inviting input from the public in Santa Clara Valley through a community engagement process.
- The Open Space Authority and its project team will engage partners, stakeholders, businesses, and residents in the Santa Clara Valley throughout the planning process conducted over the coming years.
- Together we can play a meaningful role in restoring this vital landscape for nature and people by stewarding these lands in the future.
- Community input will help shape the Master Plan principles and proposals and result in projects that implement a shared vision for the future of Coyote Valley.

Phase One Communications

### CORE STORY FRAMEWORK



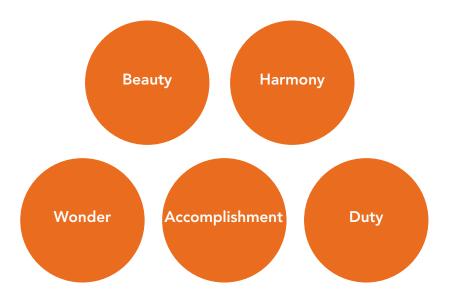
# 1.9 Messaging

# Who - Process

Describe who will be involved in the master planning process:

- The master planning process for North Coyote Valley's conserved lands is a partnership between the City of San José, POST, and the Open Space Authority. New partners may be introduced as conservation efforts evolve over time in Coyote Valley.
- The Open Space Authority is responsible for leading this process and the ongoing stewardship of the protected lands in North Coyote Valley and other Conservation Areas in Coyote Valley. The process will be completed in close partnership with the City of San José and POST. For more information on each partner see the Appendix.
- A consultant team will be selected to develop the Master Plan for Coyote Valley's conserved lands. This same team, along with input from advisory groups, will likely address regional issues, such as transportation and economic development, for the entire valley. (Name the team after it is selected)
- The Community Engagement Team is comprised of internal staff, external partners, and consultants to create and implement a robust and inclusive community engagement process.
- Everyone in Santa Clara Valley will be invited to participate in the process to help envision what Coyote Valley's conserved lands can become.

### MEANINGFUL EXPERIENCE FRAMEWORK



The framework will evolve throughout the process as community engagement continues and we learn more about each community's experiences.

# 1.10 Messaging

# Experience

Scansion, a community engagement consultant for the Open Space Authority, conducted an online survey in November 2020. The 406 responses to this survey were overwhelmingly positive based on a sentiment analysis.

The most reported experiences from these respondents based on Scansion's Meaningful Experiences Framework include:

Beauty – By far the most repeated experience, they described the beauty of Coyote Valley in detail, most of them emphasizing personal experiences in the place.

Harmony – Along with beauty, many respondents described the importance of conservation of open spaces and maintaining an equilibrium in the ecosystem. They are personally interested in making sure that the natural space maintains its harmony and is preserved for generations to come.

Wonder – They described experiences of awe and wonder that related to personal experiences in Coyote Valley: going stargazing at night with their families; seeing a mountain lion during a hike.

Accomplishment – Most felt the satisfaction of achieving something meaningful through the activities they engaged in at Coyote Valley. Activities such as hiking, biking, bird watching, etc. were described in great detail.

Duty – Many described a sense of duty to preserve open spaces such as Coyote Valley, first acknowledging the beauty of the place followed by a sense of responsibility to take care it.

Phase One Communications

### PRELIMINARY MASTER PLAN GOALS



Enhance Wildlife Habitat & Ecological Conecivity



Sustainably Manage & Restore Water Resources



Improve Public Health via Access to Nature



Foster On-Going and Inclusive Community Engagement



Respect, Honor, Preserve, and Interpret Cultural Heritage & Historic Resources



Adapt to Changing Climate Conditions



Support Local Agriculture



Leverage Unique Landscape Features to Boost the Local Economy



Promote Equitable and Sustainable Transportation



Consider a Holistic Vision for the Entire Coyote Valley

# 1.11 Messaging

### Outcomes

The outcomes of the master planning process will be guided by the project team.

The Authority, POST, and the City of San José, signatories to the Charter for the preparation of the Master Plan, have identified the importance of wildlife connectivity and water resources as priorities and primary conservation values. Other important Coyote Valley values including scenic resources, low intesity/passive recreation and public access, environmental education, and agricultural and cultural resources will be carefully planned, implemented, and managed to ensure compatibility with the protection of wildlife and water quality.

The project team will also articulate how all of these benefits are mutual and can work together as an "integrated approach to conservation."

## Call to Action

The 'call to action' for Coyote Valley should be aligned with the messaging for the Open Space Authority, as follows:

- Everyone is invited to participate in the master planning process for Coyote Valley's conserved lands.
- Everyone is invited to "care for the places you love, so nature can care for you."
- Everyone is encouraged to become a steward of Coyote Valley.

Updated March 2021

# Communications & Style Guide Coyote Valley

Phase One Communications

The "Voice" of Coyote Valley
Phase One communications should
follow the tone of the Open Space
Authority as a whole. It should be
inspiring, heartfelt, elegant and
intuitive, relatable, and inclusive.
We want people to know and feel
that everyone has a role to play in
creating Coyote Valley's future.

Here are a few guiding principles for delivering messages to Coyote Valley's diverse audiences:

### 1.12 Voice

### Be Positive

There is a global movement around climate change and the environment. Work taking place in the Coyote Valley Conservation Areas is part of this movement that we can all participate in from here at home. Everyone has a role to play.

### Take the Position of the Audience

When creating communications, think about the audience who will receive the communications. Try to imagine what is important to them and how the communications can address their desires and concerns and align messaging with what is important to the community.

### **Empower your Audience**

Clearly outline the Coyote Valley story so that others can understand it, feel inspired, and retell it.

### Add Heart

In addition to delivering the facts about Coyote Valley, explore ways to connect emotionally to help people 'feel' the qualitative benefits.

### Be Accessible and Engaging

Communicate with all audiences using simple, clear language. Great communications often include an element of surprise or humor. Don't be afraid to be human - authentic, approachable, warm, and/or enthusiastic!

### **Cultural Awareness**

All communications should be developed with an eye toward cultural nuances and sensitivities of the diverse communities that Coyote Valley will serve. New names, key messaging, branding, and outreach in future phases of the project should be fully tested, and in some cases translated into Spanish, Vietnamese, and Chinese, to ensure that the stories are meaningful across a range of cultures and languages and connect to the Authority's priorities for Deep Engagement Communities. This will be an iterative process, in constant evaluation.

Communications & Style Guide Coyote Valley Phase One Communications

# 2.0 Brand Style Guide

The visual identity for Phase One Communications will brand the master planning and community engagement process for Coyote Valley. Once this process is complete and Coyote Valley's future is fully envisioned, a brand for Coyote Valley will evolve from this initial brand.

Given that the Open Space
Authority is the partner leading this process and will be responsible for managing these lands, the visual brand for Coyote Valley should build on the Authority's brand so that it can be presented seamlessly in conjunction with other communications from the Authority. As a project of the Open Space Authority, the identity and visual communications for Coyote Valley should be connected, but subordinate to, the Authority's





# 2.1 Identity

This "connected block" identity concept is simple and bold. The "Y" letterforms in "Coyote" and "Valley" bleed off the edges of the rectangle, referencing Coyote Valley's role as a connector: connecting the Diablo and Santa Cruz Mountain range habitats; urban and rural areas; and human and natural communities.

Once the master planning process is complete, the lines below the block can be eliminated and this color block may be used to identify Coyote Valley as a place.



### Typefaces

# **COYOTE VALLEY**

Futura for Logotype

Avenir

# ABCDEFGHIJKLMN OPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

### Colors







Urban Gray Stone Taupe Salamander Orange

PMS 7536

PMS 173

### Inspiration



### Communications & Style Guide Coyote Valley

Phase One Communications

# 2.2 Colors & Typefaces

The Coyote Valley Phase One brand is for the process of developing a Master Plan for Coyote Valley Conservation Areas. Visual elements are derived from the Open Space Authority's brand to establish this "working" brand for Coyote Valley.

The logotype uses *Futura* typeface, referencing the Authority's logo. The *Avenir* typeface is used in copy and headlines in keeping with the Authority's established typographic lexicon.

The palette of three colors was selected from the Authority's color palette inspired by the colors of the coyote and its habitat.

# Appendix

### Core Partners

# City of San José

With more than one million residents, San José comprises the 10th largest city in the United States, and one of its most diverse cities. San José has a strong history of leading the country in sustainability and climate-forward policy. Under Mayor Liccardo's leadership, the City launched an ambitious plan to meet the greenhouse gas emission reduction targets of the international Paris Agreement, committed to building all-electric new municipal facilities, and prohibited natural gas in new construction projects citywide by 2023. The City also stood up California's largest community choice energy program – San José Clean Energy that offers 100 percent carbon-free energy to residents

After years of planning for development in North Coyote Valley, the City Council signaled a dramatic shift in the vision for the valley when they dedicated \$50 million in Measure T funding towards acquiring the land in 2018. The City worked together with the Santa Clara Valley Open Authority, Peninsula Open Space Trust, and landowners to reach a historical agreement that preserved 937 acres of critical habitat and floodplains in North Coyote Valley.

The City recognizes the value of protecting this open space for flood control and mitigation, climate resilience, wildlife habitat, and public access and enjoyment. We look forward to working with our partners, residents, and neighborhoods to plan a landscape that can be enjoyed by this generation and the generations that follow

# Peninsula Open Space Trust

POST protects open space on the Peninsula and in the South Bay for the benefit of all, creating a network of protected lands where people and nature connect and thrive. These lands are preserved forever so present and future generations benefit from the careful balance of rural and urban landscapes that makes our region extraordinary.

Along with partners in the conservation community and the City of San José, we've been working to create a sustainable and resilient Coyote Valley for years. When the San José City Council entered into agreements with POST and the Authority to acquire a critical 937 acres at the northern end of Coyote Valley back in November 2019, the tides shifted. POST provided \$42.16 million for this transaction, and after decades of debate over land use, this last chance landscape was conserved for wildlife, water storage and the community as a whole.

The valley provides so many positive environmental, social and economic benefits, and POST continues to work on safeguarding regional biodiversity through land acquisition, long-term habitat restoration and the construction of viable infrastructure to support wildlife movement. We look forward to using our science-driven approach to conservation and land use decisions when collaborating on the Master Planning Process led by the Authority.

# Investing in Nature

The Open Space Authority invests in nature through the Open Space, Wildlife Habitat, Clean Water, and Increased Public Access Funding Measure, an ongoing \$24 annual parcel tax. This modest tax generates approximately \$8 million per year and allows the Authority to connect people with nature by opening more preserves and trails and increasing opportunities to protect our scenic landscapes and their precious natural resources for present and future generations.

### Resources

Additional planning documents and background material:

Coyote Valley Landscape Linkage

Coyote Valley: A Case for Conservation

Coyote Valley Primer

North Coyote Valley Vision Engagement

Santa Clara Valley Greenprint

Santa Clara Valley Ag Plan

Understanding Our Community (Phase 1 & 2)

Maps

### Contact

Thank you for helping us keep the story and identity for Coyote Valley consistent by using this Communications & Style Guide. Consistent communications will help serve our mission to engage the public in the development of the vision and plan for conservation and stewardship of Coyote Valley.

This Communications & Style Guide will be updated periodically as the vision, plan, and story for Coyote Valley evolve and as new applications and strategies are added

To access digital art for any application, or for questions related to communications for Coyote Valley, please contact:

### Alisha Maniglia

Communications Specialist
Santa Clara Valley
Open Space Authority
amaniclia@openspaceauthority.org

1 The Meaningful Experiences Framework is based on the idea that those experiences that make life worth living are the most powerful guides we can use to design products, services, places, etc. Experiences such as freedom, accomplishment, beauty, or harmony give us a strong foundation to understand and engage communities. This framework is fully defined in Scansion founder's book "Making Meaning" (2008).

Coyote Valley Communications & Style Guide prepared by:

New Agency marianna@newagencyca.com