

Marico Sayoc, Mayor Rob Rennie, Vice Mayor Mary Badame, Council Member Matthew Hudes, Council Member Maria Ristow, Council Member

TOWN OF LOS GATOS COUNCIL MEETING AGENDA MARCH 16, 2021 110 EAST MAIN STREET LOS GATOS, CA

PARTICIPATION IN THE PUBLIC PROCESS

<u>How to participate</u>: The Town of Los Gatos strongly encourages your active participation in the public process, which is the cornerstone of democracy. If you wish to speak to an item on the agenda, please follow the participation instructions on page 2 of this agenda. If you wish to speak to an item NOT on the agenda, you may do so during the "Verbal Communications" period, by following the participation instructions on page 2 of this agenda. The time allocated to speakers may change to better facilitate the Town Council meeting.

<u>Effective Proceedings</u>: The purpose of the Town Council meeting is to conduct the business of the community in an effective and efficient manner. For the benefit of the community, the Town of Los Gatos asks that you follow the Town's meeting guidelines while attending Town Council meetings and treat everyone with respect and dignity. This is done by following meeting guidelines set forth in State law and in the Town Code. Disruptive conduct is not tolerated, including but not limited to: addressing the Town Council without first being recognized; interrupting speakers, Town Council or Town staff; continuing to speak after the allotted time has expired; failing to relinquish the podium when directed to do so; and repetitiously addressing the same subject.

Deadlines for Public Comment and Presentations are as follows:

- Persons wishing to make an audio/visual presentation on any agenda item must submit the
 presentation electronically, either in person or via email, to the Clerk's Office no later than
 3:00 p.m. on the day of the Council meeting.
- Persons wishing to submit written comments to be included in the materials provided to Town Council must provide the comments as follows:
 - For inclusion in the regular packet: by 11:00 a.m. the Thursday before the Council meeting
 - o For inclusion in any Addendum: by 11:00 a.m. the Monday before the Council meeting
 - o For inclusion in any Desk Item: by 11:00 a.m. on the day of the Council Meeting

Town Council Meetings Broadcast Live on KCAT, Channel 15 (on Comcast) on the 1st and 3rd Tuesdays at 7:00 p.m.

Rebroadcast of Town Council Meetings on the 2nd and 4th Mondays at 7:00 p.m.

Live & Archived Council Meetings can be viewed by going to:

www.LosGatosCA.gov/TownYouTube

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE CLERK DEPARTMENT AT (408) 354-6834. NOTIFICATION 48 HOURS BEFORE THE MEETING WILL ENABLE THE TOWN TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING [28 CFR §35.102-35.104]

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TOWN OF LOS GATOS COUNCIL MEETING AGENDA MARCH 16, 2021 7:00 PM

IMPORTANT NOTICE REGARDING THE MARCH 16, 2021 MEETING

This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29- 20 dated March 17, 2020, regarding the COVID-19 pandemic. The live stream of the meeting may be viewed on television and/or online at www.losgatosca.gov/AgendasAndVideos. In accordance with Executive Order N-29- 20, the public may only view the meeting on television and/or online and not in the Council Chamber.

PARTICIPATION

If you are not interested in providing oral comments in real-time during the meeting, you can view the live stream of the meeting on television (Comcast Channel 15) and/or online at www.LosGatosCA.gov/TownYouTube.

If you are interested in providing oral comments real-time during the meeting, you must join the Zoom webinar:

- Join by telephone: Dial: 877 336 1839. Conference code: 969184

During the meeting:

- When the Chair announces the item for which you wish to speak, click the "raise hand" feature in Zoom. If you are participating by phone on the Zoom app, press *9 on your telephone keypad to raise your hand. If you are participating by calling in, press #2 on your telephone keypad to raise your hand.
- When called to speak, please limit your comments to three (3) minutes, or such other time as the Chair may decide, consistent with the time limit for speakers at a Council meeting.

If you are unable to participate in real-time, you may email to PublicComment@losgatosca.gov the subject line "Public Comment Item #__ " (insert the item number relevant to your comment) or "Verbal Communications — Non Agenda Item." Comments received by 11:00 a.m. the day of the meeting will be reviewed and distributed before the meeting. All comments received will become part of the record.

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TOWN OF LOS GATOS COUNCIL MEETING AGENDA MARCH 16, 2021 7:00 PM

REMOTE LOCATION PARTICIPANTS

The following Council Members are listed to permit them to appear electronically or telephonically at the Town Council meeting: MAYOR MARICO SAYOC, VICE MAYOR ROB RENNIE, COUNCIL MEMBER MARY BADAME, COUNCIL MEMBER MATTHEW HUDES, and COUNCIL MEMBER MARIA RISTOW. All votes during the teleconferencing session will be conducted by roll call vote.

MEETING CALL TO ORDER

ROLL CALL

COUNCIL / MANAGER MATTERS

CONSENT ITEMS (Items appearing on the Consent Items are considered routine and may be approved by one motion. Any member of the Council or public may request to have an item removed from the Consent Items for comment and action. A member of the public may request to pull an item from Consent by following the Participation Instructions contained on Page 2 of this agenda. If an item is pulled, the Mayor has the sole discretion to determine when the item will be heard. Unless there are separate discussions and/or actions requested by Council, staff, or a member of the public, it is requested that items under the Consent Items be acted on simultaneously.)

- 1. Approve Draft Minutes of the March 2, 2021 Town Council Meeting.
- Accept the Annual Progress Report for General Plan and Housing Element Implementation.
- 3. Authorize the Town Manager to Execute an Agreement with M-Group for Consultant Services as Provided in the Los Gatos SB 2 Planning Grant Program Application and Authorize Revenue and Expenditure Budget Adjustments in the Amount of \$88,185 to Recognize Receipt and Expenditure of SB 2 Planning Grant Funds.
- 4. Adopt a Resolution Approving the Final Map for Tract No. 10537 at 16100 Greenridge Terrace and Accepting Dedications.
- 5. Americans with Disabilities Act Transition Plan (Project 812-0129):
 - a. Authorize Revenue and Expenditure Budget Adjustments in the Americans with Disabilities Act Transition Plan (CIP No. 812-0129) to recognize a Joint Powers Authority Liability Assurance Network (PLAN) Grant in the amount of \$35,000, and
 - b. Authorize the Town Manager to Negotiate and Execute a Consultant Services Agreement with Disability Access Consultants, LLC in an Amount Not to Exceed \$130,000.
- 6. Increase Project Contingency to 30 Percent of the Contract Award Amounts and Authorize Staff to Execute Future Change Orders for the FY2020/21 Street Repair and Resurfacing (CIP No. 811-9901), FY2020/21 Curb, Gutter, and Sidewalk Maintenance (CIP No. 813-9921), and 24 Percent for the Smart Signals Field Improvements (CIP No. 813-0227, Traffic Signal Modernization).

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- 7. Stormwater Master Plan Project (CIP No. 816-0413):
 - a. Approve a Budget Transfer from Stormwater System Pollution Prevention Compliance (CIP No. 816-0414) in the Amount of \$12,000
 - b. Authorize a Change Order to NCE Consultants in the Amount of \$12,000 for Additional Stormwater Master Plan Engineering.

VERBAL COMMUNICATIONS (Members of the public are welcome to address the Town Council on any matter that is not listed on the agenda consistent with the Participation Instructions contained on Page 2 of this agenda. To ensure all agenda items are heard and unless additional time is authorized by the Mayor, this portion of the agenda is limited to 30 minutes and no more than three (3) minutes per speaker. In the event additional speakers were not able to be heard during the initial Verbal Communications portion of the agenda, an additional Verbal Communications will be opened prior to adjournment.)

OTHER BUSINESS (Up to three minutes may be allotted to each speaker on any of the following items by following the Participation Instructions on page 2 of this agenda.)

- 8. Accept the Quarterly Police Reforms Update.
- Direct the Continued Advancement of the 2016 Measure B Highway 17 Congestion Relief Project.

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

Writings related to an item on the Town Council meeting agenda distributed to members of the Council within 72 hours of the meeting are available review on the official Town of Los Gatos website.

Note: The Town of Los Gatos has adopted the provisions of Code of Civil Procedure §1094.6; litigation challenging a decision of the Town Council must be brought within 90 days after the decision is announced unless a shorter time is required by State or Federal law.

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MEETING DATE: 03/16/2021

ITEM NO: 1

DRAFT Minutes of the Town Council Meeting March 2, 2021

The Town Council of the Town of Los Gatos conducted a regular meeting via Teleconference via COVID-19 Shelter in Place Guidelines on March 2, 2021, at 7:00 p.m.

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

ROLL CALL

Present: Mayor Marico Sayoc, Vice Mayor Rob Rennie, Council Member Mary Badame, Council Member Matthew Hudes, Council Member Maria Ristow (All participating remotely).

Absent: None

COUNCIL/TOWN MANAGER REPORTS

PRESENTATIONS

Mayor Sayoc recognized Scott and Lorraine Hepwoth for their work with the Community Emergency Response Teams (CERT) Program and presented them with the Santa Clara County Mick McDonald 2020 Volunteer of the Year award.

Mayor Sayoc presented a proclamation recognizing March as Red Cross Month and thanking Los Gatos resident Duino Giordano for his volunteer service. David Wells, Silicon Valley Chapter Board Member, accepted the proclamation on behalf of the Red Cross.

Council Matters

- Council Member Hudes stated he attended a CERT neighborhood meeting and a Housing Policy Briefing by Silicon Valley Leadership Group and Silicon Valley at Home (SV@Home).
- Vice Mayor Rennie stated he attended a HAM radio exercise with Council Member Hudes,
 League of California Cities Homelessness Roundtable, Bay Area Air Quality Management
 District (BAAQMD) Legislative Committee, BAAQMD Mobile Source Committee meetings,
 Valley Transportation Authority (VTA) Community Discussion on Transit Orient
 Development, VTA Board Workshop, and the Joint Venture Silicon Valley State of the Valley.
- Council Member Ristow stated she attended the 110 Wood Road (Los Gatos Meadows)
 Environmental Impact Report (EIR) Scoping meeting, Sierra Club local Chapter meeting, the Housing Policy Briefing for Newly Elected Officials with Council Member Hudes, and encouraged anyone who recovered from COVID-19 to donate plasma.

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SUBJECT: Minutes of the Town Council Meeting of March 2, 2021

DATE: March 3, 2021

Council Matters – continued

- Council Member Badame stated she attended the General Plan Advisory Committee (GPAC) with Council Member Ristow and met with residents.
- Mayor Sayoc stated she attended the Council Policy Committee meeting with Council Member Ristow, attended the Silicon Valley Leadership Group Diversity Forward Summit, performed a ribbon cutting at the Grand Opening for Deux Cranes, announced the Cities Association has invited District Attorney Jeff Rosen to speak at the March 11 meeting on his efforts to combat hate crimes, is discussing with Town Manager Prevetti best practices among neighboring cities for police reforms and diversity, equity and inclusion efforts which will be brought to Council on March 16, and announced that the League of California Cities Peninsula Division is hosting a forum with Senator Cortese, Senator Lee, and Assembly Member Rivas to speak about their legislative priorities.

Manager Matters

- Announced free COVID-19 testing will be held at the Adult Recreation Center on March 15; appointments are strongly recommended and will be available beginning March 8.
- Announced Youth Commission recruitment is now underway; applications are due by April 30, 2021 by 4:00 p.m.; additional information can be found on the Clerk Department website.

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

- 1. Approve Draft Minutes of the February 16, 2021 Town Council Meeting.
- 2. Approve Draft Minutes of the February 23, 2021 Special Joint Meeting of the Town Council and Planning Commission Study Session.
- 3. Authorize the Town Manager to Execute a Purchase and Service Agreement with Solutions Office Interiors, Inc. for the Purchase and Installation of Office Furniture for the Corporation Yard Building Replacement and Engineering Tenant Improvement Project (18-821-2302) in an Amount Not to Exceed \$108,000 Including Contingencies.
- 4. Authorize the Town Manager to Execute a First Amendment to Agreement for Consultant Services with Cuschieri Horton Architects for Additional Architectural and Engineering Design Services for PPW Project 821-2302 in an Amount of \$16,350, for a Total Agreement Not to Exceed \$165,350.
- 5. Authorize the Following Actions:
 - a. Adopt a Resolution Authorizing Applications for Grant Funds to the California Department of Resources Recycling and Recovery (CalRecycle) and
 - b. Authorize the Town Manager to Negotiate and Execute Future Grant Agreements with CalRecycle. **RESOLUTION 2021-003**
- 6. Receive an Informational Report on the Mayor's Appointment to the Finance Commission.

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SUBJECT: Minutes of the Town Council Meeting of March 2, 2021

DATE: March 3, 2021

Consent Items - continued

MOTION: Motion by Council Member Hudes to approve Consent Items 1-6. Seconded by

Council Member Ristow.

VOTE: Motion passed unanimously.

VERBAL COMMUNICATIONS

No one spoke.

OTHER BUSINESS

7. Review and Discuss the Community Health and Senior Service Commission (CHSSC) Accomplishments and Goals.

Community Health and Senior Services Commissioners Present: Chair George Rossmann, Vice Chair Laura Kramer Rahmil, Commissioner Jeffrey Blum, and Commissioner Lydia Norcia. (Commissioner Richard Konrad joined the meeting at 7:50 p.m.) (All participating remotely). Absent: Youth Commissioner Arshia Mathur.

Arn Andrews, Assistant Town Manager, presented the staff report.

Chair Rossmann, presented the Commission's goals, and the Commissioners presented their thoughts.

Opened public comment.

Heidi Owens

- Requested the Council consider the formation of an ad hoc committee to address housing, transportation, facilities, programming, services, and opportunities for seniors.

Kathy Mlinarich, Live Oak Senior Nutrition Center Director

 Commented on the work of Live Oak Senior Center, described the needs of seniors in the community, and requested the Town consider alternative outreach strategies, strengthen communication between service providers to engage seniors, and bring volunteers together cohesively.

Nancy Rollett, Los Gatos Saratoga Adult Recreation Center Executive Director

- Requested the Council consider ways to meet the needs of seniors and coordinate services.

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SUBJECT: Minutes of the Town Council Meeting of March 2, 2021

DATE: March 3, 2021

Other Business Item #7 - continued

Tylor Taylor, Saratoga Area Senior Coordinating Council (SASCC) Executive Director

 Requested the Council consider the formation of an ad hoc committee that includes at least one member of the Town Council to address the needs of seniors in the community and commented on the work of SASCC.

Catherine Somers, Chamber of Commerce Executive Director

 Commented regarding recognizing and/or reallocating existing resources to address the needs of seniors and commended Live Oak Senior Nutrition Center for their work during the pandemic.

Closed public comment.

Council discussed the item.

Mayor Sayoc directed staff to bring the CHSSC goals back with a workplan incorporating the input received from Council, public, and additional input from the Commission.

ADJOURNMENT

The meeting adjourned at 9:14 p.m.

Respectfully submitted:										
Jenna De Long, Deputy Clerk										



MEETING DATE: 03/16/2021

ITEM NO: 2

DATE: March 11, 2021

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Accept the Annual Progress Report for General Plan and Housing Element

Implementation.

RECOMMENDATION:

Accept the Annual Progress Report for General Plan and Housing Element implementation.

BACKGROUND:

Government Code Section 65400 mandates that cities and counties submit an annual report on the status of their General Plan and any progress in its implementation to their legislative bodies. Annual Progress Reports (APRs) must be presented to the local legislative body for its review and acceptance, usually as a consent or discussion item on a regular meeting agenda. After review and acceptance, a copy of the APR is required to be filed with the Governor's Office of Planning and Research (OPR) and the Housing and Community Development Department (HCD).

There is no standardized form or format for the preparation of the General Plan APR. The attached APR meets the statutory requirements of State law and highlights key aspects of the Town's General Plan and Housing Element implementation during the calendar year of 2020 (Attachment 1). Given the State requirements, Exhibit A of Attachment 1 contains a significant amount of data. For enhanced readability, Exhibit A might be best reviewed electronically to adjust to the individual reader's needs.

FISCAL IMPACT:

There is no fiscal impact from accepting the APR.

PREPARED BY: Joel Paulson

Community Development Director

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

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SUBJECT: Annual Progress Report for General Plan and Housing Element Implementation

DATE: March 11, 2021

CEQA:

The General Plan Annual Report is not a project under the California Environmental Quality Act (CEQA). It is a type of activity that is Categorically Exempt, Class 6 (Information Collection) based on Section 15306 of the CEQA Guidelines.

Attachment:

1. 2020 General Plan Annual Progress Report, with Exhibit A



GENERAL PLAN 2020 ANNUAL PROGRESS REPORT

INTRODUCTION

The Town Council adopted the Town of Los Gatos 2020 General Plan on September 20, 2010 after an extensive two-year community process to update and build upon the strong foundational framework established by the Town's 2000 General Plan.

On May 5, 2015, the Town adopted its 2015-2023 Housing Element which is a required subelement of the General Plan. The State Housing and Community Development Department certified the Housing Element on May 20, 2015.

Government Code Section 65400 mandates that cities and counties submit an annual report on the status of their General Plan and any progress in its implementation to their legislative bodies. Annual Progress Reports (APRs) must be presented to the local legislative body for its review and acceptance, usually as a consent or discussion item on a regular meeting agenda.

2019 SIGNIFICANT PROJECTS

The following significant Planning efforts made progress or were completed in 2020:

• General Plan Update

The Town Council approved a Preferred Land Use Alternative framework for the General Plan update and the General Plan Advisory Committee continued their work on the update. Work on the update is anticipated to be completed by the end of 2021.

• Town Code Amendments (Streamlining)

Amendments to Chapter 29 (Zoning Regulations) of the Town Code regarding land use and economic vitality streamlining related to formula retail businesses in the downtown C-2 zone, restaurants, minor exterior modifications to commercial buildings, and group classes were adopted by the Town Council.

Town Code Amendments (Family Daycare Homes)

Amendments to Chapter 29 (Zoning Regulations) of the Town Code regarding family daycare home regulations were adopted by the Town Council.

• Town Code Amendments (ADUs)

Amendments to Chapter 29 (Zoning Regulations) of the Town Code regarding accessory dwelling units were adopted by the Town Council.

• Town Code Amendments (Vehicle Sales)

Amendments to Chapter 29 (Zoning Regulations) of the Town Code regarding vehicle sales were adopted by the Town Council.

• Town Code Amendments (Outdoor Lighting)

Amendments to Chapter 29 (Zoning Regulations) of the Town Code regarding outdoor lighting and modifications to the Residential Design Guidelines were adopted by the Town Council.

• Hillside Development Standards and Guidelines

Modifications to Chapter II. (Constraints Analysis), Chapter III. (Site Planning), and Chapter IX. (Project Review and Approval Process) of the Hillside Development Standards and Guidelines (HDS&G) regarding the visibility analysis were adopted by the Town Council.

• BMP Guidelines

Modifications to the Below Market Price Program Guidelines were adopted by the Town Council.

HOUSING ELEMENT ANNUAL PROGRESS

The Housing Element Annual Progress Report for 2020 is attached as Exhibit A.

PROPERTIES ANNEXED TO THE TOWN IN 2020

The Town Council approved the following annexations to the Town of Los Gatos from Unincorporated Santa Clara County in 2020:

• El Gato Lane No. 4: 15765 El Gato Lane (approximately 0.49 acres)

Approved March 3, 2020

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Jurisdiction	Los Gatos	
Renorting Year	2020	(Jan 1 - Dec 31)

ANNUAL ELEMENT PROGRESS REPORT

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Housing Element Implementation

(CCR Title 25 §6202)

	(CCR Title 25 §6202)																		
	Table A																		
	Housing Development Applications Submitted																		
	Projec	ct Identifier				Unit Types	Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
		1			2	3	4				5				6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low-Income Deed Restricted	Low-income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted		Total PROPOSED Units by Project	Total <u>APPROVED</u> Units by project	Total <u>DISAPPROVED</u> Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*
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	410-15-053	308 Andrews St			ADU		R 1/6/2020						1		1	1		No	
	532-35-048	53 Fillmer Ave			ADU		R 1/13/2020						1		1	1		No	
	527-01-009	16057 Shannon			ADU		R 1/30/2020						1			0		No	
	406-27-006	409 Dardanelli Lane			ADU		R 2/10/2020						1		1	1		No	
	529-29-034	20 Dittos			ADU		R 12/1/2020						1		1	1		No	
	510-19-006	121 Glen Ridge			ADU		R 12/2/2020						1		1	1		No	
	510-42-033	34 Peralta			ADU		R 5/12/2020						1		1	1		No	
	532-08-009	16614 Marchmont Drive			ADU		R 6/4/2020						1		1	1		No	
	537-23-031	118 Happy Acres Road			ADU		R 6/18/2020						1		1	1		No	
	529-20-014	17095 Pine Avenue			ADU	<u>'</u>	R 4/30/2020				The state of the s		1		1	1		No	
	529-20-011	17047 Pine Avenue			ADU		R 5/15/2020						1		1	1		No	
	523-04-026	836 Lilac Way			ADU		R 6/29/2020						1		1	1		No	
	529-22-062	215 A Caldwell Avenue			ADU		R 7/6/2020						1		1	1		No	
	527-09-034	15343 Santella Ct		_	SFD		O 3/5/2020					1	!	1 1	1	1		No	
	529-22-047	104 A Bella Vista Court			ADU		R 5/28/2020		1			1	1 1	l	1	1		No	
	510-42-040	314 Pennsylvania Avenue	+	+	ADU		R 8/28/2020		1			+	1 1	!	1	1.		No	
	407-10-002	592 More Ave			ADU		R 9/23/2020		1			1	1 1	l	1	1		No	
	510-43-025	57 Fairview Plaza			ADU		R 11/24/2020		1			1	1 1	l	1	1		No	
	537-33-009	20102 Foster Road		-	ADU ADU		R 12/8/2020		1			1	1 1	l	1	1		No No	
	527-03-010	15775 Gum Tree 16410 Harwood Rd	_	+	ADU		R 6/15/2020		+	-			1	ļ	1	1		110	
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		14300 Lora Drive	+		SED		O 6/26/2000			+		1	 	.	1	-		No.	
	409-15-028	14300 FOLS DLING			SED		6/26/2000							1	1	1		NO	

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation (CCR Title 25 §6202) Table A2

Note: "+" indicates an optional field

					Annual Bu	ilding Activity Report Summa	Table A2 ary - New Cons	.2 struction, E	Entitled, Permits	s and Completed	Units																									=
		Project Identif	lier		Unit Types					Completed Entiti				Affordability b	Affordability by Household incomes - Building Permits Affordability by Household incomes - Certificates of Occupancy							Streamlin	ng Infill	Housing with I	Financial As	Housing without Financial Assistance or	Term of Affordability or Deed Restriction	Demoli	ished/Destroyed	Units Notes						
		1		2	3				4			5	6		7				9			10			11	12	13 14	15			Deed Restrictions	19		20	21	_
																										# of Units	Was Proje	t .			For units affordable without					
Prior APN	Current API	N Street Address	Project Name* Loca	al Jurisdiction (SFA,SF racking ID* 4.5+ AD	egory D,2 to U,MH) ReRents OnOwn	Very Low- Income Deed Restricted Restricts	Low-Incom Deed	Non	Income Modera	Deed Income No cted Deed Restric	e- Above on Moderate- cted Income	Entidement Date Approver	# of Units issued Entitlements	Very Low- Income Deed Restricted Very Low- Income Non Deed Restricted Restricted	d Non Deed	me Moderate- Moderate d Income Deed Income No d Restricted Deed Restric	n Moderate-	Building Permit	s # of Units Issued Building Permits	ery Low- ome Deed Income De	Low- e Non Dec	Income Low-Income Moderate- sed Non Deed Income Dee ricted Restricted Restricted	Moderate-	Above Moderate-	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	Certificates of the Occupancy or Ex	ow many of eunits were tremely Low (SB 35 Streamlinit YN)	sing b)? Infill Units? Y/N*	Assistance Progra for Each Develope (see instruction	rams Deed ment	For units affordable without financial assistance or dead reatriction. Type instructions) were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Des	Demolished or Destroyed	Demolished/De stroyed Units Owner or Renter*	
				4,54,80	O::Own	er Restricted Restricted	d Restricted	ed Rest	tricted Reserve	cted Deed Hestri	ched Income			Restricted Restricted	ted Posstricts	d Restricted Deed Restric	ned income			Restr	ricted	ricted Restricted Restricted	Deed Restricted	income	Date Issued	other forms of readiness	Income?" Streamlinin	9)	(see insuricann	na) (see s	(see instructions)	ember 1000)*	troyed Units	Units*	Renter*	
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	527-55-039	129 Alta Tierra Ct		ADI	U R					1		8/5/2017 11/8/2017 3/13/2018 10/10/2018				1		105/2018							86/2020	0	N N				Survey for 2015-2023 Housing Element Survey for 2015-2023 Housing					_
	406-28-026	14101 A Capri Dr			U R					1		10/11/2018				1		25/202 6/14/2019					1		2/3/2020	1	N N				Element Survey for 2015-2023 Housing Element			-		_
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	510-18-041	104 Massol 246 A Vista Del Monte		ADI	U R					1		1/3/2020						5/10/2019	0							0	N N				Survey for 2015-2023 Housing Flument Survey for 2015-2023 Housing					_
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	424-45-003	53 Fillmer Ave 16107 A Los Gato Almaden 409 Dardanelli		ADI	U R					,		2/11/2020				1		4/24/2019	1							0	N N				Element Survey for 2015-2023 Housing					_
	424-45-003	105 A Paseo Laura		ADI	U R											1		129,2019	1							0	N				Element Survey for 2015-2023 Housing Element					_
		20 Dittos 14101 A Capri Dr		ADI ADI	U R					2		12/10/2020				1		6/14/2019	0				1		2/3/2020	0	N N				Element Survey for 2015-2023 Housing			+-+		
	523-10-031	16233 Short Rd		ADI	U R											1		5/9/2019	1							0	N				Survey for 2015-2023 Housing Flammat Survey for 2015-2023 Housing					
	510-19-006	121 Glen Ridge			U R					1		12/22/2020 6/9/2020				1		8/31/2020	0				1		9/25/2020	0	N N				Survey for 2015-2023 Housing Flament Survey for 2015-2023 Housing Flament Survey for 2015-2023 Housing			\vdash		_
	532-32-036	34 Peralta 127 A Worcester Loon 232 Calle			U R							93/2019				1		5/9/2019	1							٥	N				Survey for 2015-2023 Housing Flamont					
	409-04-049 529-18-053	Marcuerto 16940 Roberta Ro 15088 Los Gatos Blvd		SFI	0 0 0 0 U R						2	12/11/2019				1		4/22/2019	0				1		1/29/2020	0	N N N				Survey for 2015-2023 Housing			==		_
	532-08-009	16614 Marchmont		ADI	U R					1		6/25/2020							٥						1122000		N				Survey for 2015-2023 Housing Element					_
		124 Stacia 76 A Alpine Ave			U R							1/17/2019				1 1		8/28/2020 5/13/2019								0	N N				Survey for 2015-2023 Housing Element Survey for 2015-2023 Housing Element Survey for 2015-2023 Housing Element Survey for 2015-2023 Housing Element Element			\vdash		
	527-28-037	108 A Belcrest Dr		ADI	U R											1		5/9/2019								0	N N				Survey for 2015-2023 Housing Element					_
	527-58-025	323 Johnson Ave 115 A Harwood Cl	t	ADI	U R					1		3/5/2019 1/23/2019				1		8/23/2019 5/28/2019	1				1		5/22/2020 7/16/2020	1	N				Survey for 2015-2023 Housing					_
529-44-00	424-18-025 529-44-012	146 Oakmont Way	,	ADI	U R					1		1/17/2019				1		7/26/2019	0							0	N N				Element Survey for 2015-2022 Housing Element Survey for 2015-2022 Housing Element Survey for 2015-2022 Housing Element Survey for 2015-2025 Housing Flamment					
	510-15-020	211 A Belmont Ave		ADI	U R					1		1/17/2019				1		8/13/2019	1							٥	N				Survey for 2015-2023 Housing Flammant Survey for 2015-2023 Housing					
		33 Walnut Ave 14310 Americh Ro			U R					1		5/14/2019 2/8/2019				1		12/3/2019	0							0	N N				Survey for 2015-2023 Housing Flament Survey for 2015-2023 Housing Flament Survey for 2015-2023 Housing			\vdash		_
		15935 Linda Ave		ADI	U R					1		2/22/2019				1		9/12/2019					1		8/28/2020	1	N N				Survey for 2015-2023 Housing Flammans Survey for 2015-2023 Housing			-		_
529-15-00		16789 Frank Ave 142 Tien Oaks		ADI	U R					1		3/4/2019				1		1/10/2020					1		9/10/2020	1	N N				Survey for 2015-2023 Housing Flammant Survey for 2015-2023 Housing					_
		118 Happy Acres		ADI ADI	U R					1		9/4/2020 8/11/2020							0							0	N N				Survey for 2015-2023 Housing					
	529-20-011	17095 Pine Ave		ADI	U R					1		6/9/2020														0	N				Survey for 2015-2023 Housing Flument Survey for 2015-2023 Housing					_
	523-04-026 529-22-062				U R			-		1		11/20/2020 9/25/2020							0							0	N N				Survey for 2015-2023 Housing				$\overline{}$	
	537-33-009	20100 Foster			U R					1		12/14/2020 6/2/2020				1		10/12/2020	0							0	N N				Survey for 2015-2023 Housing Flareaut Survey for 2015-2023 Housing			\vdash		_
	529-22-047 510-42-040	104 A Bella Vista C 314 Pernaylvaria /		ADI	U R					1		98/2020				1		10/12/2020								0	N				Survey for 2015-2023 Housing Element Survey for 2015-2023 Housing					_
_		15775 Gum Tree 400 Blossom Hill Rd (RCFE)		ADI	U R			-		1	78	7/21/2020 3/27/2019							0							0	N N				Survey for 2015-2023 Housing Element			\vdash		
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	532-07-039	16496 Ferris Ave		ADI	U R					1		5/14/2019							0								N				Survey for 2015-2023 Housing Flammant Survey for 2015-2023 Housing			=		_
		16410 Harwood 1 15984 Rose Ave			U R					1		10/29/2020 8/13/2019				1		7/31/2020	1							0	N N				Survey for 2015-2023 Housing			\vdash		
	529-21-044	17250 Pine Ave 15840 Shady Ln		ADI	U R					1		6/18/2019 11/21/2019							0							0	N N				Survey for 2015-2023 Housing Flument Survey for 2015-2023 Housing					_
	510-47-025	100 Clifton Ave		ADI	U R					1		5/29/2019							0							0	N				Survey for 2015-2023 Housing Flareaut Survey for 2015-2023 Housing					_
		1 15547 Corinne Dr 101 Central Ave		ADI	U R			-		1		3/7/2019 6/18/2019				1		3/3/2020 2/6/2020	1				1		7/23/2020	0	N N				Survey for 2015-2023 Housing			\vdash		
	532-29-061	52 Whitney Ave		ADI	U R					1		3/7/2019				1		3/16/2020	1							0	N				Survey for 2015-2023 Housing Flument Survey for 2015-2023 Housing					_
		210 Loma Alta 333 A Happy Acres		ADI	U R			-		1		6/7/2019 4/19/2019				1		8/20/2019 6/14/2019					1		2/28/2020	1 0	N N				Element Survey for 2015-2023 Housing				$\overline{}$	
	532-35-041	16868 Filmer Ave		ADI	U R					1		6/21/2019 6/27/2019				1		10/30/2019	1				1		8/26/2020	1	N N				Element Survey for 2015-2023 Housing Element Survey for 2015-2023 Housing			\vdash		_
		121 Johnson Ave 15073 Garden Hill		ADI ADI	U R					1		6/27/2019							0							0	N N				Element					
		16082 Shannon Ro 14652 Golf Links Rd			U R					1		10/16/2019							0							0	N N				Survey for 2015-2023 Housing Filterant			\vdash		
	529-34-043	148 A Cletand Ave		ADI	U R					1		9/27/2019							0							0	N				Element Survey for 2015-2023 Housing Element					_
	527-09-006	15682 Gum Tree Lane		ADI	U R					1		10/31/2019	,						0							0	N				Survey for 2015-2023 Housing Element		L			

Jurisdiction Los Gatos			ANNUAL ELEMENT PROGRESS RE	PORT			Note: "+" indica	tes an optional field	1								
Reporting Year 2020	(Jan. 1 - Dec. 31)		Housing Element Implementation				Cells in movement	tain auto-calculation formulas									
			(CCR Title 25 §6202)						_								
409-27-007	14859 Golf Links	ADU R		1	11/13/2019				1	3/11/2020	1			0	N	Survey for 2015-2023 Housing	_
523-23-098	15575 Camino Del	ADU R		1	11/8/2019				1	7/8/2020	1				N	Survey for 2015-2023 Housing	_
532-37-073	207 A Hollywood	ADU R		1	11/14/2019				1	7/8/2020	1				N	Survey for 2019-2023 Housing Flamout	_
529-38-031	47 Alpine Ave	ADU R		1	11/13/2019						0				N	Survey for 2019-2023 Housing Flamout	_
407-06-007	403 A Montclair	ADU R		1	10/25/2019						0			۰	N	Survey for 2017-2023 Housing	_
532-29-068	118 Panighetti PI	ADU R		1	12/4/2019						0			۰	N N	Survey for 2015-2023 Housing	
529-35-068	56 Central Ave	ADU R		1	11/1/2019				1	8/7/2020	1			۰	N N	Survey for 2015-2023 Housing Element	
532-08-039	16755 Kennedy Rd	ADU R		1	11/7/2019						0			۰	N N	Survey for 2015-2023 Housing Element	
529-44-005 529-44-017	110 A Sisters Court	ADU R		1	10/30/2019	1			1	2/28/2020	1				N N	Survey for 2015-2023 Housing Element	
510-47-039	121 A Wood Road	ADU R		1	11/13/2019	1			1	3/6/2020	1			0	N N	Survey for 2015-2023 Housing Element	
532-30-032	111 Spreckels	ADU R		1	11/26/2019	1			1	12/17/2020	1			0	N N	Survey for 2015-2023 Housing Element	
537-04-019	17528 A Tourney	ADU R		1	12/3/2019	1					0			0	N N	Survey for 2015-2023 Housing Flamout	
410-15-010	15 A Ashler Avenue	ADU R		1	12/10/2019	1			1	6/23/2020	1			0	N N	Survey for 2015-2023 Housing	
532-03-034	16336 A Shady	ADU R		1	10/31/2019	1			1	6/12/2020	1			0	N N	Survey for 2015-2023 Housing	
510-18-038	103 A Tait Avenue	ADU R		1	8/1/2019	1			1	11/9/2020	1			0	N N	Survey for 2015-2023 Housing	
527-31-063	189 Belvue Dr	ADU R		1	8/19/2019	1					0			0	N	Survey for 2015-2023 Housing	
532-07-051	16613 Ferris Ave	ADU R		1	7/29/2019	1					0			0	N N	Survey for 2015-2023 Housing	
410-16-055	466 San Benito	ADU R		1	9/3/2019	1					0			0	N N	Survey for 2015-2023 Housing	
529-44-005 529-44-009	178 Prospect Ave	ADU R		1	9/11/2019	1			1	3/6/2020	1			0	N N	Survey for 2015-2023 Housing Flamman	
510-17-070	102 Wilder	ADU R		1	992020	,					٥			0	N N	Survey for 2015-2023 Housing Flamman	
532-35-009	239 Harding	ADU R		1	9292020	,			1	12/16/2020	1		1	12/18/2020 1	N	Survey for 2015-2023 Housing	
510-15-020	213 Belmont	ADU R		1	8/17/2020	,			1	12/17/2020	1			0	N	Survey for 2015-2023 Housing	
	16135 Connor 16031 Bartlett	5+ O 5+ O				0			16	86/2020 86/2020	16				N N		
424-07-100	15013 Briggs	5+ 0				0			6	8/6/2020	6			ě	N N		
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424-07-100	15032 Briggs 15018 Briggs	57 U				0				8/6/2020							
424-07-100 424-07-100	14225 Walker	5+ O 5+ R				0 43			I	10/21/2020	50			0	N INC	1000	_
529-32-006	207 Prospect	ADU R									0		1	3/12/2020 1	N .	Survey for 2015-2023 Housing	
409-30-021	14737 Eastview	ADU R				0			1	6/17/2020	1		1	12/22/2020 1	N N	Survey for 20123 Housing	
527-44-012 - 013	101 Hildebrand	SFD 0				0			,	6/17/2020	- 1				N I	Tanan	\neg
527-44-012-013	101 Hidebrand	SFD 0				0			1 1 1	6/17/2020	1				N N		
527-44-012 - 013	103 Hildebrand	SFD O				0				6/17/2020	1			0	N N		
527-44-012 - 013	104 Hildebrand	SFD 0				0			1	6/17/2020	1			0	N N		
527-44-012 - 013	105 Hildsbrand	SFD 0				0			1	6/17/2020	1			0	N		_
527-44-012 - 013	108 Hildebrand	SFD O 2 to 4 R				0			1	6/17/2020	1			0	N N		
527-44-012 - 013	258 Union	2 to 4 R				۵		1	2	6/16/2020	3			0	N INC	1000	
410-15-053	500 San Benito	ADU R		1	1/17/2020	1			1	9/3/2020	1			0	N	Survey for 2015-2023 Housing Flamment	1 -
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Jurisdiction	Los Gatos	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation (CCR Title 25 §6202)

Please contact HCD if your data is different than the material supplied here

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

				(0011 11110 20 3	0202)								
	Table B												
	Regional Housing Needs Allocation Progress												
	Permitted Units Issued by Affordability												
	1 2										3	4	
Inco	ome Level	RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
	Deed Restricted	201						49				49	152
Very Low	Non-Deed Restricted	201										40	102
	Deed Restricted	112		2				1				3	109
Low	Non-Deed Restricted											Ů	.00
	Deed Restricted	132						1				81	51
Moderate	Non-Deed Restricted	102	2	3	4	16	28	27				01	31
Above Moderate		174	13	38	9	7	3	76				146	28
Total RHNA		619											
Total Units			15	43	13	23	31	154				279	340

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202)

		(
Jurisdiction	Los Gatos	
Reporting Year	2020	(Jan. 1 - Dec. 31)
		Table

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Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report cribe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing as iden

		element.	
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
North 40 Specific Plan Area Rezoning	Rezone Specific Plan Area	Within 3 years	North 40 Specific Plan zoning designation adopted on August 4, 2015.
Below Market Price (BMP) Program	Continue to implement the BMP Program in order to increase the number of affordable units in the community.	On-going	BMP Program is implemented on all residential projects that meet the criteria.
Enhanced Second Unit Policy	Amend the Town Code to allow more opportunities for new deed-restricted second units to be affordable to lower income households.	Within 1 year	Accessory Dwelling Unit Ordinance amendments adopted on 2/6/18.
General Plan Density Bonus	Continue to provide up to a 100% density bonus for developments that provide housing for elderly, handicapped, and/or very low and low income households.	On-going	This is an incentive that would be provided to projects that meet the criteria.
BMP In-Lieu Fees	Use BMP in-lieu fees to increase and preserve affordable housing.	On-going	Use of BMP in-lieu fees will be considered as opportunities arise.
Extremely Low-Income	Offer incentives to developers to	On-going	The Town will consider incentives when projects of this nature are proposed.
Households Funds for Development for Extremely Low-Income	develop this type of housing. Use BMP in-lieu fees to subsidize these types of projects.	On-going	Use of BMP in-lieu fees will be considered as opportunities arise.
Households Large Site Program	To assist development of housing for lower income households on sites	On-going	Incentives and assistance will be considered as opportunities arise.
Affordable Housing Overlay Zone	larger than 10 acres. Continue to implement minimum density and incentives in the AHOZ.	On-going	This will be implemented when a project in the AHOZ is considered.
Meeting Los Gatos' Housing Needs Using the AHOZ	Develop by-right development findings for North 40 and AHOZ site.	Within 1 year	This has not yet been completed.
Transitional and Supportive Housing	Amend Town Code to clarify Transitional and Supportive housing is a permitted use in residential zones.	Within 1 year	The Town will comply with State Law and SB 743 if a project is proposed before the Town Code is amended.
By Right Findings	Develop by-right development findings for North 40 and AHOZ site.	Within 1 year	This has not yet been completed.
No Net Loss	If residential capacity is reduced on a property on the Sites Inventory then the Town will identify and zone another property to accommodate the remaining RHNA.	On-going	If this situation arises the Town will comply with this requirement.
Preserve "At-Risk" Affordable Housing Units	Monitor affordable housing to ensure affordability status is maintained.	On-going	No units are at-risk of converting to market rents in the planning period.
Rental Housing Conservation Program	Any conversion of residential uses must saisfy the housing goals and policies of the General Plan.	On-going	This will be considered if a conversion of residential uses is proposed.
CDBG and other Housing Rehabilitation Programs	Continue to participate in CDBG JPA and CDBG Housing Rehabilitation programs.	On-going	The Town still participates in these programs.
Programs	Support countywide programs that provide assistance to lower income households.	On-going	The Town supports these programs.
_	Provide information on developments that provide affordable housing units.	On-going	Town Housing Resources Guide is updated when necessary.
Program	Continue to administer a Rental Dispute Resolution Program.	On-going	The Town continues to use Project Sentinel to administer a Rental Dispute Resolution Program.
Emergency Shelters	Change Town Code to allow emergency shelters in the CM zoning district as a permitted use.	Within 1 year	Town Code has been amended to address this.
the Homeless	Continue to support organizations that provide supportive services for homeless persons.	On-going	The Town continues to support organizations that provide supportive services for homeless persons.

	T	1	
Santa Clara County Housing Consortium	Support the efforts of the Santa Clara County Fair Housing Consortium.	On-going	Project Sentinel is a member of the Santa Clara County Fair Housing Consortium and administers the Town's Rental Dispute Resolution Program.
Non-Profit Affordable Housing Providers	Support the efforts of non-profit affordable housing organizations.	On-going	The Town has met with affordable housing organizations regarding potential development in Town.
Increased Range of Housing Opportunities for	Continue to support Santa Clara Couty's Continuum of Care Plan.	On-going	The Town continues to support Santa Clara Couty's Continuum of Care Plan.
the Homeless Compliance with the Employee Housing Act	Amend Town Code to adress the Employee Housing Act.	Within 1 year	The Town will comply with State Law if a project is proposed or an issue comes up before the Town Code is amended.
Senior Housing Resources	Update senior resource materials regularly.	Annualy	Senior resource materials are updated when necessary.
Governmental Constraints	Remove affordable housing development constraints.	Every 3 years	The Town's Housing Element contains a number of items that limit or remove constraints.
Reasonable Accommodation Ordinance	Amend the Town's Reasonable Accommodation Ordinance.	Within 1 year	This has not yet been completed.
Persons with Disabilities	Remove constraints to housing with persons with disabilities.	Every 3 years	Removal of constraints is considered when necessary.
Special Needs Housing	Give priority to special needs housing.	On-going	If a project of this nature is submitted it will be given priority.
Special Needs Housing	Include preferential handling of special needs populations.	On-going	Will be considered when plans are adopted and projects are funded.
Rental Assistance for Persons with Developmental Challenges	Explore opportunities to work with local and/or regional partners to provide rental assistance for persons with developmental challenges.	On-going	The Town will explore opportunities with local and/or regional partners during this Housing Element cycle.
Universal Design	Consider universal design enhancements and include universal design features in new construction.	Every 2 years	The Town will consider enhancements to universal design and the Town requires universal design features in new construction consistent with Building Code requirements.
Universal Design Awareness	Increase awareness of universal design principles.	Within 2 years	The Town will take appropriate actions to increase awareness of universal design principles.
Developmental Challenges	Continue to work with the CA Department of Developmental Services to inform citizens of available services.	On-going	The Town will work with the CA Department of Developmental Services to inform citizens of available services.
Development Standards	Continue to review, evaluate, update, and streamline the development process for affordable housing developments.	On-going	The Town considers improvements to the development review process for affordable housing projects when they are proposed.
Energy Conservation Opportunities	Continue to enforce Title 24 requirements.	On-going	The Town enforces Title 24 requirements.
Annual Housing Report Housing Management	Prepare an annual housing report. Continue to fund staff for management and planning of housing programs and	On-going By December 2016	The Town prepares an annual housing report. The Town has contracted with Hello Housing to administer our affordable housing program and has staff that dedicate time to our affordable housing
	funding		nrogram
Coordination with Water and Sewer Service Providers	funding. Provide the Housing Element to the San Jose Water Company and West Valley Sanitation District	Upon adoption of Housing Element	program. Town staff regularly work with the San Jose Water Company and West Valley Sanitation District on upgrades to their infrastructure and they are involved in development applications and environmental review.
and Sewer Service	Provide the Housing Element to the San Jose Water Company and West Valley		Town staff regularly work with the San Jose Water Company and West Valley Sanitation District on upgrades to their infrastructure and they are involved in
and Sewer Service	Provide the Housing Element to the San Jose Water Company and West Valley		Town staff regularly work with the San Jose Water Company and West Valley Sanitation District on upgrades to their infrastructure and they are involved in
and Sewer Service	Provide the Housing Element to the San Jose Water Company and West Valley		Town staff regularly work with the San Jose Water Company and West Valley Sanitation District on upgrades to their infrastructure and they are involved in
and Sewer Service	Provide the Housing Element to the San Jose Water Company and West Valley		Town staff regularly work with the San Jose Water Company and West Valley Sanitation District on upgrades to their infrastructure and they are involved in
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Jurisdiction	Los Gatos	
Reporting Year	2020	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary									
Income Leve	Current Year								
VoryLow	Deed Restricted	49							
Very Low	Non-Deed Restricted	0							
Low	Deed Restricted	1							
Low	Non-Deed Restricted	0							
Moderate	Deed Restricted	1							
ivioderate	Non-Deed Restricted	27							
Above Moderate		76							
Total Units		154							

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary		
Total Housing Applications Submitted:	25	
Number of Proposed Units in All Applications Received:	25	
Total Housing Units Approved:	25	
Total Housing Units Disapproved:	0	

Use of SB 35 Streamlining Provisions		
Number of Applications for Streamlining	0	
Number of Streamlining Applications Approved	0	
Total Developments Approved with Streamlining	0	
Total Units Constructed with Streamlining	0	

Units Constructed - SB 35 Streamlining Permits				
Income	Rental	Ownership	Total	
Very Low	0	0	0	
Low	0	0	0	
Moderate	0	0	0	
Above Moderate	0	0	0	
Total	0	0	0	

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MEETING DATE: 03/16/2021

ITEM NO: 3

DATE: March 11, 2021

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Authorize the Town Manager to Execute an Agreement with M-Group for

Consultant Services as Provided in the Los Gatos SB 2 Planning Grant Program Application and Authorize Revenue and Expenditure Budget Adjustments in the Amount of \$88,185 to Recognize Receipt and Expenditure of SB 2

Planning Grant Funds.

RECOMMENDATION:

Authorize the Town Manager to execute an agreement with M-Group for consultant services as provided in the Los Gatos SB 2 Planning Grant Program application and authorize revenue and expenditure budget adjustments in the amount of \$88,185 to recognize receipt and expenditure of SB 2 Planning Grant funds.

BACKGROUND:

On November 5, 2019, the Town Council adopted Resolution 2019-053 (Attachment 3) to authorize application for and receipt of Planning Grant Program funds, including execution of an agreement with the California Department of Housing and Community Development (HCD) by the Town Manager. Planning staff submitted an application with a proposal to develop objective development standards and by right findings for the review of housing development applications, and to identify amendments to the Town Code necessary to add the objective standards and findings to Chapter 29 of the Town Code (Zoning Regulations). The Town received approval of the application and entered into an agreement with HCD (Attachment 2) to receive reimbursable grant funding for the proposed scope of work in an amount not to exceed the maximum allowable.

PREPARED BY: Sally Zarnowitz, AIA, LEED AP

Planning Manager

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

PAGE 2 OF 4

SUBJECT: SB 2 Planning Grant Program Planning Consultants Agreement

DATE: March 11, 2021

DISCUSSION:

Staff sent out a request for qualifications (RFQ) to provide services for preparation of by right findings and objective standards for the review of housing development applications as provided in the Town of Los Gatos SB 2 Planning Grant Program application. The RFQ was distributed to planning consultants, posted under the "What's New" page on the Town's website, and posted on the Town's social media accounts to encourage additional submittals.

Staff received proposals from four firms. After reviewing the submittals and conducting interviews, staff concluded that planning consultants M-Group provides the best fit, capacity, and professional expertise for the proposed scope of work within the established time frame. M-Group has provided planning services since 2006 to over 65 northern California cities and counties. The firm has extensive experience creating planning documents and policies based on comprehensive analyses and technical expertise, with specific experience with objective standards and by right findings.

The estimated cost to complete the proposed scope of work described in the proposal is \$88,185 (Attachment 1, Exhibit A), by February 28, 2022, consistent with the terms of the HCD agreement.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to execute an agreement (Attachment 1) with planning consultants M-Group for the reasons stated in this report.

COORDINATION:

This report has been coordinated with the Town Manager's Office, Town Attorney's Office, and the Finance Department.

FISCAL IMPACT:

The grant reimbursement funds will be added to the Town's budget prior to payment of the invoices of the planning consultants. Expenditures in the amount of \$88,185 will be reimbursed by an equal amount of grant revenue received.

ENVIRONMENTAL REVIEW:

Environmental review is not required for this agreement as it is not a project defined by the California Environmental Quality Act (CEQA).

PAGE **3** OF **4**

SUBJECT: SB 2 Planning Grant Program Planning Consultants Agreement

DATE: March 11, 2021

Attachments:

- 1. Draft Agreement with M-Group with Exhibits A and B
- 2. HCD Agreement
- 3. Resolution 2019-053

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AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification this 16th day of March 2021 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and M-Group, ("Consultant"), whose address is 51 East Campbell Avenue, Campbell, CA 95009. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town desires to engage Consultant to provide services for preparation of by right findings and objective standards for the review of housing development applications as provided in the Town of Los Gatos SB 2 Planning Grant Program application.
- 1.2 Consultant represents and affirms that they are qualified and willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement.

 Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 <u>Scope of Services</u>. Consultant shall provide the services as described in the Scope of Services attached as Exhibit A.
- 2.2 <u>Term and Time of Performance</u>. This contract will remain in effect from the date of execution through February 28, 2022.
- 2.3 <u>Compliance with Laws</u>. Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state, and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 <u>Sole Responsibility</u>. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 <u>Information/Report Handling</u>. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's

ATTACHMENT 1

services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by, or under contract with, the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 <u>Compensation</u>. Compensation for Consultant's professional services shall not exceed the \$88,185 inclusive of all costs. Payment shall be made against tasks at costs as set forth in Exhibit B (Fee Schedule). Consultant shall be compensated for services in addition to those described in Exhibit A only if Consultant and Town execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services.
- 2.7 <u>Flexibility</u>. The distribution of hours between staff categories and tasks in Exhibit B (Fee Schedule) is an estimate. While the total costs shall not exceed amount in Section 2.6 above, the distribution of hours/costs may vary depending on actual execution.
- 2.8 <u>Billing</u>. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed, by whom, at what rate, and on what date.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
planning@losgatosca.gov

2.9 <u>Availability of Records</u>. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

S:\COUNCIL REPORTS\2021\03-16-21\Authorize the Town Manager to Execute an Agreement with M-Group for Planning Consultant Services\Word and Old Versions\Attachment 1 - M-Group DRAFT Agreement.docx

Page 2 of 8

- 2.10 <u>Assignability and Subcontracting</u>. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.11 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.
- 2.12 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.13 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance.

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy insuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than one million dollars (\$1,000,000) which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability

- i. The Town, its officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; and premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.

- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 <u>All Coverages</u>. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 <u>Workers' Compensation</u>. Consultant shall maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town. Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
- 3.4 <u>Indemnification</u>. Consultant shall save, keep, hold harmless, and indemnify and defend the Town its officers, agent, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 <u>Waiver</u>. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 <u>Governing Law</u>. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 <u>Termination of Agreement</u>. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause,

in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

- 4.4 <u>Amendment</u>. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 <u>Disputes</u>. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 <u>Notices</u>. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To Town: To Consultant:

Joel Paulson Geoff I. Bradley

Community Development Director M-Group

Town of Los Gatos 51 E. Campbell Ave. #1247 110 E. Main Street Campbell, CA 95009

Los Gatos, CA 95030 Fax: (408) 354-7593

Phone: (408) 354-6879 Phone: (408) 340-5642

E-mail: <u>jpaulson@losqatosca.qov</u>

planning@losgatosca.gov E-mail: gbradley@m-group.us

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 <u>Order of Precedence</u>. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect to the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 <u>Entire Agreement</u>. This Agreement, including Exhibits A and B, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

in Witness whereOF, the fown and Cons	uitant nave executed this Agreement.
Town of Los Gatos	Consultant:
Laurel R. Prevetti, Town Manager	Geoff Bradley
Town of Los Gatos	M-Group
Department Approval:	Approved as to Form:
Joel Paulson	Robert W. Schultz
Community Development Director	Town Attorney

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The Town of Los Gatos seeks a qualified consulting firm to develop objective development standards and by right findings for Town staff to utilize in the development review process. The project entails the identification and preparation of necessary amendments to the Town Code. The amendments will take the form of objective standards and by right findings that facilitate the review of qualifying housing development applications.

BACKGROUND

The Town's RFQ identifies a series of Town documents and policies that provide direct influence on the development of the standards and findings. These include:

- The North 40 Specific Plan. The Specific Plan includes development standards and design guidelines for residential development, including specific directives or guidance for setbacks, private open space, and building form.
- Affordable Housing Overlay Zone (AHOZ). The AHOZ section of the zoning ordinance, which contains development standards, incentives, and directives for the development review process.
- **Housing Element.** The current Housing Element contains an action item directing for amendments to the Town Code to facilitate approval of affordable housing projects consistent with criteria contained in the North 40 Specific Plan and the AHOZ.

General Plan Update. The Town is in the process of preparing General Plan 2040 and the draft Land Use and Community Design Elements will be key resources for understanding the town's community character values and design and development aspirations.

These plans and policies together with a project initiation meeting with Town staff will provide the genesis of the planning process to develop the objective development standards.

M-GROUP SERVICES

The M-Group team will draw on its strengths to provide the town with a range of services that will be necessary to prepare, review, and adopt the objective standards with community members and decision makers. The services that M-Group will deliver can generally be distributed across a set of functions or "task types," as follows:

Coordination with Town staff

Starting with the preparation of a scope of work, budget, and project schedule, through initial meetings with staff to initiate the project, the M-Group project manager will be the primary point of contact to maintain communications with Town staff throughout the project. This will encompass the public meetings process, the development and review of policy materials, and the review and adoption of amendments to the Town Code.

Background and Analysis

A key service the M-Group team will provide includes research into background components of the planning process such as a range of existing Town plans and documents including but not limited to those identified in the RFQ. Background and analysis will also include a tour of the town with specific attention on multi-family zoning districts, recent housing developments, and the immediate vicinities of key areas, such as the North 40 Specific Plan Area.

Policy Development

With a firm background of the town's needs and development conditions, a key service the M-Group team will provide is the development of the objective standards, code amendments, and by right findings. This will include administrative and public-facing draft versions, documents for public meetings, and staff reports and presentations for an adoption process.

Community Engagement

As detailed in the Public Meetings section, below, a key service in the process to prepare and adopt objective standards and other necessary Code amendments will be a series of public meetings to engage the Los Gatos community in the process. M-Group has a variety of tools to enhance the engagement process for both in-person and virtual meetings both at the small-group committee scale and larger community-wide workshops.

Review and Revisions

Following the development of standards, findings and Code amendments, M-Group planners and designers can incorporate the input of community members, staff, and decision makers in any necessary revisions to the project deliverables. This will include returning to committees with revised documents as well as preparing materials and draft amendments at the adoption process, and making any necessary recommendations for implementation of the Code amendments.

CONCEPTUAL WORK PLAN

We envision that a detailed scope of work can be prepared in consultation with Town staff to prepare objective development standards and by right findings. We have developed a conceptual work plan that conducts the process in four phases. Interwoven through the four phases would be a robust community engagement process and series of meetings, which are described in greater detail in the following section.

The four phases of our Conceptual Work Plan span from project initiation with Town staff through to adoption hearings with the Town Council, as described here:

Background and Investigation

During this initial phase of the project, M-Group will initiate a scope of work and develop a fundamental understanding of the goals for the objective standards and by right findings. Tasks in this phase would include:

- **Project Initiation.** Working with Town staff to finalize a scope of work and set the parameters for the project.
- **Background Information and Town Context.** Through a review of existing documents and tours of the existing context, M-Group would develop a baseline understanding.
- **Design and Development Issues.** M-Group would prepare a preliminary understanding of development issues to be addressed through the process, for review with committees or Town bodies identified in coordination with Town staff.

- Committee Engagement. M-Group will meet with identified committee members for review and discussion of development issues and potential issues to be addressed by the objective standards.
- Preliminary Objective Standards. By the end of the first phase, M-Group would prepare the first draft of potential standards.

Objective Standards Development

In this phase of the project, M-Group would provide Town staff, committee members, and other members of the community with initial draft standards to address development priorities identified in Phase I.

- Objective Standards Documentation. Draft language that demonstrates potential objective solutions to design and development issues in keeping with identified development and design guideline goals.
- Committee Engagement. M-Group would provide committee members with the draft material as a follow up to Phase I meetings and discussion.
- Stakeholder Engagement. M-Group would hold additional meetings with potential stakeholders identified with Town staff, such as multi-family developers, housing advocates, and neighborhood groups.
- Meeting with Town Staff. M-Group would finalize this task by meeting with Town staff to solidify the work product developed and discussed during this phase and identify the parameters for refinement of the objective standards in the next phase.

Review and Revisions

During the Review and Revisions Phase of the project, M-Group will work with appropriate committees and Town staff to refine the objective standards in advance of final review and preparation for the adoption process in Phase IV.

- **Administrative Draft Documents.** M-Group would prepare an administrative draft of the standards and other parts of the identified Code amendments.
- **Committee Engagement.** M-Group would work with Town staff and a final committee meeting to refine the administrative draft documents.
- **Revised Documents.** M-Group would prepare the Code amendment documents in advance of the review and adoption process in the final phase.

Presentation and Adoption

The final phase of the project would be focused on the review and adoption process with Town decision makers.

- Planning Commission Meeting. M-Group would prepare the staff report and presentation to the Planning Commission in advance of the Commission's meeting to review and recommend the Code amendments.
- **Town Council Hearing.** M-Group would prepare the staff report and presentation to the Town Council together with a memorandum of any edits or augments recommended by the Planning Commission. M-Group would attend the hearing to present the proposed Code amendments.

Key Issues

In advance of preparing a detailed scope of work, budget, project schedule and community engagement plan, it will be useful to consider a few issues that may prove important to community members, particularly regarding the new standards or the planning process.

- **Recent Housing Legislation.** There have been state laws introduced during recent legislative sessions that have the potential to cause anxiety for community members concerned about retaining control over development and community character. The best way to address these concerns is to provide the community with information. Public meetings of any scale should educate attendees and provide a concise and comprehensive overview and context for recent housing laws and their goals and impacts.
- **Concern for Community Character.** Many community members will have concerns about traffic, design quality, density, and other issues related to new residential development and increased development activity. This can be addressed by providing community members with information and design solutions that spring from agreed upon design guidelines, community character assumptions, and existing regulations in the Town Code that support a common vision.
- **Environmental Review.** Should there be a need for any environmental review related to the revisions to the Town Code, M-Group believes it may be best to fold the code amendments into the CEQA analysis for the General Plan Update. If this is not possible for any reason and CEQA review becomes necessary, M-Group is able to develop the necessary scope of work in coordination with Town staff.
- Appropriate Town Scale. As with the issue of community character, massing and scale are issues that often come up in the context of new and unknown amounts of potential development. By pointing to existing Town policies, such as the AHOZ and the North 40 Specific Plan, as well as recent community consensus in the development of the draft Land Use and Community Design Elements of the General Plan Update, objective standards can be developed for issues such as massing, setbacks, landscaping, and site planning.

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TOWN OF LOS GATOS				M-GROU	Р			
PGP Consulting Services								
Phase Number / Task Description	Geoff Bradley Principal-in-Charge	Tom Ford Project Manager	Sung Kwon Housing + CEQA Advisor	Asher Kohn Associate Planner	Erin Tou Associate Planner	Kristina Paulauskaite Associate Urban Designer	M-Group Hours	Task Subtota
Hourly Billing Rate	\$220	\$165	\$165	\$125	\$125	\$125		
ASE 1: BACKGROUND AND INVESTIGATION								
1.1 Project Initiation	2	3	2	4			11	
1.2 Background Information and Preliminary Issues	2	40	16	80		8	146	
1.3 Committee Meeting		6	4	10			20	
1.4 Public Workshop	6	12	6	28	8		60	
Task 1 Subtotal:	10	61	28	122	8	8	237	\$34,
ASE 2: OBJECTIVE STANDARDS DEVELOPMENT								
2.1 Preliminary Objectives Standards Development	2	40	8	60		20	130	
2.2 Committee Meeting		6		10			16	
2.3 Stakeholder Group		3	2	8			13	
2.4 Meeting with Town Staff		4	4	8		8	24	
Task 3 Subtotal:	2	53	14	86	0	28	183	\$25
ASE 3: REVIEW AND REVISIONS								
3.1 Administrative Draft Preparation	2	20	4	40		16	82	
3.2 Committee Meeting		6		10			16	
3.3 Revised Administrative Draft for Staff Review	2	8	2	20		8	40	
Task 4 Subtotal:	4	34	6	70	0	24	138	\$19,
ASE 4: PRESENTATION AND ADOPTION								
4.1 Planning Commission Meeting	3	5		10			18	
4.2 Town Council Hearing	2	6		10			18	
4.3 Final Documentation		4		20		4	28	
Task 5 Subtotal:	5	15	0	40	0	4	64	\$9

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SERVICES

STANDARD AGREEMENT

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

19-PGP-13903

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

AGR 20.120

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

STD.213 (Rev. 03/2019)

Town of Los Gatos

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

12/31/2022

3. The maximum amount of this Agreement is: \$160,000.00

4. The parties agree to comply with the lerms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS TITLE PAGES Exhibit A Authority, Purpose and Scope of Work 2 Exhibit B Budget Detail and Payment Provisions 5 Exhibit C* State of California General Terms and Conditions GTC - 04/2017 Exhibit D PGP Terms and Conditions 8 Exhibit E Special Conditions 0 TOTAL NUMBER OF PAGES ATTACHED 15

Items shown with an esterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

STATE OF CALIFORNIA

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership,etc.)

Town of Los Gatos

CONTRACTOR BUSINESS ADDRESS

110 E. Main Street

CITY Los Gatos STATE

CA

ZIP 95030

PRINTED NAME OF PERSON SIGNING

Town Manager DATE SIGNED 6-12-2020

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

PRINTED NAME OF PERSON SIGNING

For Synthia Rhinehart

Shawn Singh

CITY

Sacramento

STATE CA

ZIP 95833

Contracts Manager,

Business & Contract Services Branch

DATE SIGNED

CONTRACTING AGENCY AUTHORIZED SIGNATURE

eum. Am California Department of General Services Approval (or exemption, if applicable)

6/24/2020

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development
Housing Policy Development
Land Use Planning Unit
Attention: PGP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$160,000.

3. Grant Timelines

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be expended by June 30, 2022.
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before February 28, 2022, to ensure meeting the June 30, 2022 deadline. Under special circumstances, as determined by the Department, the Department may modify the February 26, 2022 deadline.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

Planning Grants Program (PGP) NOFA Date: March 28, 2019 Approved Date: October 17, 2019

Prep. Date: March 12, 2020

4. Allowable Uses of Grant Funds

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the scope of work, project description, project timeline and other parts of the application, and eligible activities and uses pursuant to Article III of the Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.
- E. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with Schedule F. Project Timeline and Budget and the Statement of Work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work <u>after</u> the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.
- H. Approved and eligible costs incurred <u>prior</u> to the NOFA date are ineligible.

5. <u>Performance</u>

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work specified in Exhibit A and as incorporated by the SB 2 Program application in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

6. Fiscal Administration

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
 - 1) Government Agency Taxpayer ID Form (GovTIN; Fi\$cal form);
 - 2) A Request for Funds on a form provided by the Department; and
 - 3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:

Department of Housing and Community Development
Housing Policy Development
Land Use Planning Unit
Attention: PGP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:

- 1) At maximum, once per quarter; or
- 2) Upon completion of a deliverable, subject to the Department's approval; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2019 calendar year beginning with January, with first requests for reimbursement accepted on or after September 30, 2019.

- F. The request for reimbursement must be for a minimum of 15 percent of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, item D of Exhibit B. Invoices shall include at a minimum the following information:
 - 1) Names of the Grantee's personnel performing work;
 - 2) Dates and times of project work;
 - 3) Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Statement of Work, including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
 - 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.
- H. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.
- I. Grant funds cannot be disbursed until this Standard Agreement has been fully executed.

- J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work pursuant to Section 601(f) of the Guidelines.
- K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.
 - Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Schedule F: Project Timeline and Budget, the Statement of Work, and/or any and all documentation incorporated into this Standard Agreement and made a part thereof.
- M. The Department may withhold 10 percent of the grant until grant terms have been fulfilled to the satisfaction of the Department.

PGP TERMS AND CONDITIONS

1. Reporting

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. Upon completion of all objectives and deliverables required to fulfill this contract pursuant to Schedule F: Project Timeline and Budget and the Scope of Work, Exhibit A, Section 4, and as referred to in Exhibit B, Section 6, subsection K. within this Standard Agreement, the Grantee shall submit a final close out report in accordance with Section 604, subsection (b), and as instructed in Attachment 3 of the December 2018 Planning Grants Program Guidelines. The close out report shall be submitted with the final invoice by the end of the grant term as listed in Exhibit B, Section 3, subsection C.

2. Accounting Records

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

3. Audits

A. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the

Planning Grants Program (PGP) NOFA Date: March 28, 2019 Approved Date: October 17, 2019

Date: March 12, 2020

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Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
- 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
- The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
 - The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
 - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
 - 3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.
 - If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees.

Planning Grants Program (PGP) NOFA Date: March 28, 2019 Approved Date: October 17, 2019

- 2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

4. Remedies of Non-performance

- A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.
- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.
- D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.
- E. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.
- F. The following shall each constitute a breach of this Agreement:
 - 1) Grantee's failure to comply with any of the terms and conditions of this Agreement.
 - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any

Planning Grants Program (PGP) NOFA Date: March 28, 2019 Approved Date: October 17, 2019

ineligible costs or for any activity not approved under this Agreement.

- 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.
- G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:
 - 1) Disqualify the Grantee from applying for future PGP Funds or other Department administered grant programs;
 - 2) Revoke existing PGP award(s) to the Grantee;
 - 3) Require the return of unexpended PGP funds disbursed under this Agreement;
 - 4) Require repayment of PGP Funds disbursed and expended under this agreement;
 - 5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PGP Program requirements; and
 - 6) Other remedies available at law, or by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
 - 7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

5. <u>Indemnification</u>

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

6. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be

Planning Grants Program (PGP) NOFA Date: March 28, 2019 Approved Date: October 17, 2019

construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. Relationship of Parties

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

8. <u>Third-Party Contracts</u>

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contracts, and subcontractors must be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the SB 2 Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the SB 2 Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.
- E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the SB 2 Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program

benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the PGP.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the PGP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

10. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of both parties.

12. State-Owned Data

A. Definitions

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1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

B. Ownership of Work Product and Rights

- All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- Grantee, its employees and all of Grantee's contractor's, subcontractor's and subrecipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such

Planning Grants Program (PGP) NOFA Date: March 28, 2019 Approved Date: October 17, 2019

assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- Grantee, its employees and all Grantee's contractors, subcontractors and subrecipients hereby agrees to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.

13. <u>Special Conditions</u>

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

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RESOLUTION 2019-053

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the Town Council of the Town of Los Gatos desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS RESOLVES AS FOLLOWS:

SECTION 1. The Town Council hereby authorizes and directs the Town Manager to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of \$160,000.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the Town Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$ 160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the Town of Los Gatos's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The Town of Los Gatos shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable

expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The Town Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The Town Manager is authorized to execute the Town of Los Gatos Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the Town of Los Gatos, as required by the Department for receipt of the PGP Grant.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 5th day of November 2019 by the following vote:

COUNCIL MEMBERS:

AYES: Marcia Jensen, Rob Rennie, Marico Sayoc, Barbara Spector, Mayor Steven Leonardis

NAYS:

None

ABSENT:

None

ABSTAIN:

None

MAYOR OF THE TOWN OF LOS GATOS

LOS GATOS, CALIFORNIA

DATE:

SIGNED:

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS

LOS GATOS, CALIFORNIA

Shalley new

DATE:

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MEETING DATE: 3/16/2021

ITEM NO: 4

DATE: March 2, 2021

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Adopt a Resolution Approving the Final Map for Tract No. 10537 at 16100

Greenridge Terrace and Accepting Dedications

RECOMMENDATION:

Adopt a resolution (Attachment 1) approving the Final Map for Tract No. 10537 at 16100 Greenridge Terrace and accepting dedications.

BACKGROUND:

On March 13, 2019, the Planning Commission considered the Planned Development (PD) Application PD-16-002 and Environmental Impact Report (EIR) EIR-17-001 for a subdivision of a 36-acre parcel at 16100 Greenridge Terrace. The proposed subdivision would create eight lots for the construction of new single-family residences. The Commission forwarded a recommendation that the Town Council approve the PD application, which involved rezoning the project site from HR-2 ½ to HR-2 ½:PD to allow for the subdivision. On April 2, 2019, the Town Council introduced an ordinance approving the Planned Development Overlay zone for 16100 Greenridge Terrace and approved a resolution to certify the Final EIR. On April 16, 2019, the Town Council adopted Ordinance 2281 approving the zoning amendment to the subject property.

On June 4, 2019, the Development Review Committee considered the proposed subdivision at 16100 Greenridge Terrace, received public comment, and approved the Subdivision Map Application M-19-004. The application was appealed to the Planning Commission for concerns pertaining to the proposed scenic easement; however, the appellant withdrew their appeal before the hearing. On July 10, 2019, the Planning Commission approved the Tentative Map along with the Subdivision Map Application M-19-004.

PREPARED BY: WooJae Kim

Town Engineer

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Director of Parks and

Public Works

PAGE 2 OF 2

SUBJECT: Adopt a Resolution Approving the Parcel Map for Tract No. 10537 at 16100

Greenridge Terrace and Accepting Dedications

DATE: March 2, 2021

DISCUSSION:

The developer, Emerald Lake Investments, has filed the Final Map for the subdivision of the parcel at 16100 Greenridge Terrace. The developer has provided all necessary maps and drawings and has paid the appropriate fees to fully comply with the project's development conditions and Town ordinances. The developer is required to provide agreements, bonds, and liability insurance to guarantee the construction of all improvements. The developer is dedicating public easements for public services facilities, emergency vehicle access, scenic, open space, and trails within the resulting single-family parcels. All easements except for the public services facilities shall be maintained and preserved by the owner and the developer. The easement dedications are all shown on the attached Final Map (Attachment 2). Acceptance of dedications are required to allow for the subdivision.

There are existing right-of-way and easements that would need to be relinquished and extinguished by the owner and developer prior to the Town issuing building permits.

CONCLUSION:

Staff recommends that Council adopt a resolution approving the Final Map for Tract No. 10537 at 16100 Greenridge Terrace and accepting easement dedications.

COORDINATION:

This project has been coordinated with the Town Attorney and the Community Development Department.

FISCAL IMPACT:

There is no fiscal impact for the Town as the dedication of public easements are to be maintained by the developer and property owner(s).

ENVIRONMENTAL ASSESSMENT:

The EIR was prepared for this project by EMC Planning Group Inc. The Final EIR was certified by Council on April 2, 2019.

Attachments:

- 1. Resolution
- 2. Final Map for Tract No. 10537

RESOLUTION 2021-

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS APPROVING THE FINAL MAP FOR TRACK NO. 10537 AT 16100 GREENRIDGE TERRACE AND ACCEPTING DEDICATIONS

WHEREAS, on March 13, 2019, the Planning Commission considered the Planned Development Application PD-16-002 and Environmental Impact Report EIR-17-001 for a subdivision of a 36-acre parcel at 16100 Greenridge Terrace to eight single-family residential lots, and recommended that the Town Council approve the zoning amendment required for the subdivision; and

WHEREAS, on April 2, 2019, the Town Council certified the Final EIR for the subdivision and introduced an ordinance approving the Planned Development Overlay zone for the subject property; and

WHEREAS, on April 16, 2019, the Town Council adopted Ordinance 2281 approving the zoning amendment required for the subdivision of the property; and

WHEREAS, on June 4, 2019, the Development Review Committee considered the proposed subdivision at 16100 Greenridge Terrace, received public comments, and approved the Subdivision Map Application M-19-004; and

WHEREAS, on July 10, 2019, the Planning Commission approved the Tentative Map along with the Subdivision Map Application M-19-004; and

WHEREAS, the developer, Emerald Lake Investments, is required to dedicate portions of the land for easements within the properties as indicated on the Final Map prepared; and

WHEREAS, the developer has complied with the conditions of Subdivision Map Application M-19-004; and

WHEREAS, the Final Map has been reviewed by staff and found to be in compliance with the Subdivision Map Act and Chapter 24 of the Town of Los Gatos Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Los Gatos that the certain Final Map for Tract No. 10537 at 16100 Greenridge Terrace, dated December 2020 and prepared by Hanna & Brunetti Engineering, is hereby approved; and

BE IT FURTHER RESOLVED that all dedications of land for public use identified on the Final Map are hereby accepted, in substantial conformance to the Conditions of Approval as set forth above and subject to the final approval by the Town Attorney.

PASSED AND ADOPTED at a regular meeting of the Town Council held on the 16th day of March 2021, by the following vote:

2021, by the following vote.	
COUNCIL MEMBERS:	
AYES:	
NAYS:	
ABSENT:	
ABSTAIN:	
	SIGNED:
	MAYOR OF THE TOWN OF LOS GATOS LOS GATOS, CA
ATTEST:	

TOWN CLERK OF THE TOWN OF LOS GATOS LOS GATOS, CALIFORNIA

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE ALL OF THE PARTIES HAVING ANY RECORD TITLE INTEREST IN THE SUBDIVIDED REAL PROPERTY SHOWN WITHIN THE DISTINCTIVE BORDER LINE ON THIS MAP, AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEDICATIONS AND OFFERS OF DEDICATION THEREIN.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES (DESIGNATED •):

 EASEMENTS FOR CONSTRUCTION, MAINTENANCE AND ACCESS TO ANY AND ALL PUBLIC SERVICE FACILITIES INCLUDING POLES, WIRES, CONDUITS, STORM SEWERS, SANITARY SEWERS AND GAS, WATER AND HEAT MAINS AND ALL PUBLIC UTILITES AND SERVICES AND ALL APPURTENANCES UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "P.S.E." (PUBLIC SERVICE EASEMENT).

SAID EASEMENTS SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE STRUCTURES, IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL ROOF OVERHANGS.

• EASEMENTS FOR EMERGENCY ACCESS PURPOSES ON OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "E.V.A.E." (EMERGENCY VEHICLE ACCESS EASEMENT).

SAID EASEMENTS SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE STRUCTURES, IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL ROOF OVERHANGS.

• EASEMENTS LYING IN, ON, OVER, UNDER AND ALONG THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "S.E." (SCENIC EASEMENT). NO ACTIVITY OR USE SHALL BE CONDUCTED IN SAID SCENIC EASEMENT WHICH IS NOT COMPATIBLE WITH MAINTANING AND PRESERVING THE NATURAL OR SCENIC CHARACTOR OF THE LAND. THE SCENIC EASEMENT SHALL BE MAINTAINED BY THE OWNER OF EACH RESPECTIVE LOT.

SAID EASEMENTS SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE STRUCTURES, IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL ROOF OVERHANGS.

• EASEMENTS LYING IN, ON, OVER, UNDER AND ALONG THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "O.S.E." (OPEN SPACE EASEMENT). NO ACTIVITY OR USE SHALL BE CONDUCTED IN SAID OPEN SPACE EASEMENT WHICH IS NOT COMPATIBLE WITH MAINTANING AND PRESERVING THE NATURAL OR SCENIC CHARACTOR OF THE LAND. THE OPEN SPACE EASEMENT SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION

SAID EASEMENTS SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE STRUCTURES, IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL ROOF OVERHANGS.

 EASEMENTS FOR PEDESTRIAN INGRESS AND EGRESS PURPOSES ON AND OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS TRAIL EASEMENT.

SAID EASEMENTS SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE STRUCTURES, IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL ROOF OVERHANGS.

ALL OF THE PRIVATE EASEMENTS DESCRIBED BELOW SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE STRUCTURES, IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL ROOF OVERHANGS.

THERE IS SHOWN ON THE HEREON MAP PROPOSED EASEMENTS
DESIGNATED AND DELINEATED AS "Pr.I.E.E." (PRIVATE INGRESS—EGRESS
EASEMENT) FOR INGRESS TO AND EGRESS FROM THE INDIVIDUAL
LOTS/PARCEL SHOWN ON THIS MAP. SAID EASEMENT IS NOT INTENDED
FOR THE USE OF THE GENERAL PUBLIC BUT FOR THE EXCLUSIVE USE OF
THE OWNERS OF LOTS 1 THROUGH 8 AND PARCEL A.

THE USE, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF SAID PRIVATE EASEMENT SHALL BE AS DEFINED IN THE CONVENANTS, CONDITIONS AND RESTRICTIONS (C.C.&R.S) CREATED FOR THIS SUBDIVISION. SAID EASEMENTS ARE NOT OFFERED NOR ACCEPTED FOR DEDICATION BY THE TOWN OF LOS GATOS.

THERE IS ALSO SHOWN ON THE HEREON MAP PROPOSED EASEMENTS FOR PRIVATE SANITARY SEWER PURPOSES DESIGNATED AND DELINEATED AS "Pr.S.S.E." (PRIVATE SANITARY SEWER EASEMENT) FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE SANITARY SEWER FACILITIES.

THE USE, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF SAID PRIVATE EASEMENT SHALL BE AS DEFINED IN THE CONVENANTS, CONDITIONS AND RESTRICTIONS (C.C.&R.S) CREATED FOR THIS SUBDIVISION. SAID EASEMENTS ARE NOT OFFERED NOR ACCEPTED FOR DEDICATION BY THE TOWN OF LOS GATOS.

"THE PRIVATE STREETS, UTILITIES CONSTRUCTED WITHIN THIS MAP SHALL BE OWNED, OPERATED AND MAINTAINED BY THE DEVELOPER, SUCCESSORS OR ASSIGNS."

OWNER'S STATEMENT (CONT.)

OWNERS:

Emerald Lake Investments, LLC, a Nevada limited liability company

BY: James Stevanian ITS: Member BY: Nicole Stepanian
ITS: Member

Greenridge Terrace Development LLC, a California limited liability company

BY: PWI The Vistas, LP, a California limited partnership

ITS: Member

BY: PWI—CWAM 1, LLC, a California limited liability company ITS: General Partner

BY: Matthew A. Fistonice

TRUSTEE'S STATEMENT

THE UNDERSIGNED, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST EXECUTED BY EMERALD LAKE INVESTMENTS, LLC AND GREENRIDGE TERRACE DEVELOPMENT, LLC AS TRUSTOR, RECORDED JUNE 7, 2017 SERIES NO. 23668905, OFFICIAL RECORDS OF SANTA CLARA COUNTY, DOES HEREBY CONSENT TO THE OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THE ABOVE REFERENCED MAP.

THE UNDERSIGNED ACKNOWLEDGES IT IS UNDERSTOOD THAT BY AUTHORIZING THIS CONSENT, THE ABOVE REFERRED TO DEED OF TRUST WILL BECOME SUBJECT TO AND SUBORDINATE TO THE MAP IN QUESTION, AND ANY OR ALL INTEREST CREATED THEREBY.

TRUSTEE:

ALLISON-MCCLOSKEY ESCROW COMPANY, A CALIFORNIA CORPORATION

PRINTED NAME
TS: Posedout

TRUSTEE'S STATEMENT

THE UNDERSIGNED, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST EXECUTED BY EMERALD LAKE INVESTMENTS, LLC AND GREENRIDGE TERRACE DEVELOPMENT, LLC AS TRUSTOR, RECORDED JUNE 7, 2017 SERIES NO. 23668906, OFFICIAL RECORDS OF SANTA CLARA COUNTY, DOES HEREBY CONSENT TO THE OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THE ABOVE REFERENCED MAP.

THE UNDERSIGNED ACKNOWLEDGES IT IS UNDERSTOOD THAT BY AUTHORIZING THIS CONSENT, THE ABOVE REFERRED TO DEED OF TRUST WILL BECOME SUBJECT TO AND SUBORDINATE TO THE MAP IN QUESTION, AND ANY OR ALL INTEREST CREATED THEREBY.

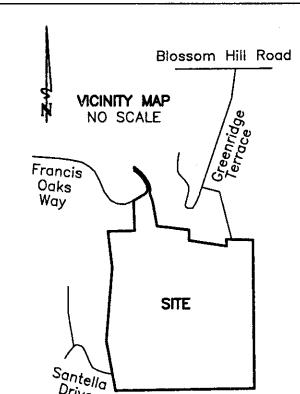
TRUSTEE:

ALLISON-MCCLOSKEY ESCROW COMPANY, A CALIFORNIA CORPORATION

PRINTED NAME
TS:

SOILS AND GEOLOGICAL REPORT

A SOILS AND/OR GEOTECHNICAL REPORT ON THIS PROPERTY HAS BEEN PREPARED BY QUANTUM GEOTECHNICAL, INC., DATED DECEMBER 11, 2019 . A COPY OF WHICH HAS BEEN FILED WITH THE TOWN OF LOS GATOS.



TRACT NO. 10537

BEING A PORTION OF SECTION 14,
TOWNSHIP 8 SOUTH, RANGE 1 WEST, M.D.B.&M.
LANDS OF EMERALD LAKE INVESTMENTS, LLC
AND GREENFIELD TERRACE DEVELOPMENT, LLC
PER DOC. NO. 22889512 (PARCEL ONE)
LYING WITHIN THE TOWN OF LOS GATOS,

COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

THE CLANE

SCALE: AS SHOWN

HANNA & BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS
7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

TOWN SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DEAN A. JURADO, ACTING TOWN SURVEYOR P.L.S. NO. 9032
LICENSE EXPIRES: 9-30-2021

DATE

STATEMENT OF THE COUNCIL OF THE TOWN OF LOS GATOS

IT IS ORDERED THAT THE MAP OF TRACT NO. 10537 IS HEREBY APPROVED, THAT ALL PUBLIC STREETS, PUBLIC EASEMENTS AND OTHER PARCELS OF LAND SHOWN UPON SAID MAP AND THEREIN OFFERED FOR DEDICATION ARE HEREBY ACCEPTED FOR THE PURPOSES FOR WHICH THEY ARE OFFERED.

HEREBY STATE	THAT THE FO	REGOING ORD	ER WAS ADOP	TED BY THI	E TOWN COUNCIL
F THE TOWN C	F LOS GATOS,	CALIFORNIS,	AT A MEETING	HELD ON	THE
AY OF		_, 20; B	y resolution	I NO	

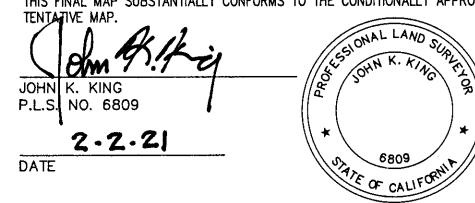
SHELLEY NEIS - CLERK ADMINISTRATOR TOWN CLERK TOWN OF LOS GATOS

DATE

DECEMBER, 2020

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JIM SEPANIAN ON OCTOBER 3, 2019, AND THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED



TOWN ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP (M-19-004) AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP (M-19-004) HAVE BEEN COMPLIED WITH.

WOOJAE KIM	
LISA PETERSEN – TOWN ENGINEER R.C.E. NO. 46792 59532	
REGISTRATION EXPIRES: 6-30-2021	
12 31	
DATE	

SHEET INDEX

SHEET TWO	NOTARY ACKNOWLEGMENTS AND SIGNATURES OMITTED
SHEET THREE	RECORD BOUNDARY AND EASEMENTS
SHEET FOUR	RECORD BOUNDARY AND EASEMENTS
SHEET FIVE	LINE, CURVE AND RADIAL BEARING TABLES
SHEET SIX	BOUNDARY DETERMINATION
SHEET SEVEN	BOUNDARY DETERMINATION
SHEET EIGHT	LOTS 1 THROUGH 7 AND PARCEL A
SHEET NINE	LOTS 7 AND 8
SHEET TEN	OPEN SPACE, SCENIC AND TRAIL EASEMENTS
SHEET ELEVEN	RECORD EASEMENTS (0109 O.R. 70)

COUNTY	RECORDER'S	STATEMEN ¹
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	_ , SANTA CLARA CHICAGO TITLE COM	COUNTY RECORDS	, AT THE
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FILE NO			
	ENDRAS, COUNTY COUNTY, CALIFORI		
BY:	DEPUTY		
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SHEET ONE OF ELEVEN SHEETS

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA .

BEFORE ME, Patricia M. Calles, notary ?

A NOTARY PUBLIC, PERSONALLY APPEARED

TAMES STEPANIAN AND NICOLE STEPANIAN

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

NOTARY'S NAME: PATYICIA M. Calles

NOTARY'S PRINCIPAL PLACE OF BUSINESS: San Diego , CA

NOTARY'S COMMISSION NUMBER: 229 31 28 EXPIRATION OF NOTARY'S COMMISSION: 7-12-2023

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

5-2021 BEFORE ME, Patricia M. Calles

A NOTARY PUBLIC, PERSONALLY APPEARED

Matthew A. Fistonich

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) (S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT AE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

NOTARY'S PRINCIPAL PLACE OF BUSINESS: San DIEGO CA

NOTARY'S COMMISSION NUMBER: 229 8/ 28

EXPIRATION OF NOTARY'S COMMISSION: 7-12-2023

TRUSTEE'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SHE THEY EXECUTED THE SAME IN HIS HER THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

NOTARY'S SIGNATURE TATIONAL M. NOTARY'S PRINCIPAL PLACE OF BUSINESS: San DICAD CA

NOTARY'S COMMISSION NUMBER: 229 3/28 EXPIRATION OF NOTARY'S COMMISSION: 7 - 12- 2023

TRUSTEE'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

of San Diego

BEFORE ME, PATRILIA M. Calles

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SHE/THEY EXECUTED THE SAME IN HIS/HER/

THEIR AUTHORIZED CAPACITY(IES), AND THAT BY(HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

NOTARY'S COMMISSION NUMBER: 229 31 28 EXPIRATION OF NOTARY'S COMMISSION: 7- 12-2023

NOTARY'S SIGNATURE Y al NOTARY'S NAME: Patricia M. Calles NOTARY'S PRINCIPAL PLACE OF BUSINESS: SAN DIEMO TRACT NO. 10537

BEING A PORTION OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 1 WEST, M.D.B.&M. LANDS OF EMERALD LAKE INVESTMENTS, LLC AND GREENFIELD TERRACE DEVELOPMENT, LLC PER DOC. NO. 22889512 (PARCEL ONE) LYING WITHIN THE TOWN OF LOS GATOS,

COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

DECEMBER, 2020

SCALE: AS SHOWN

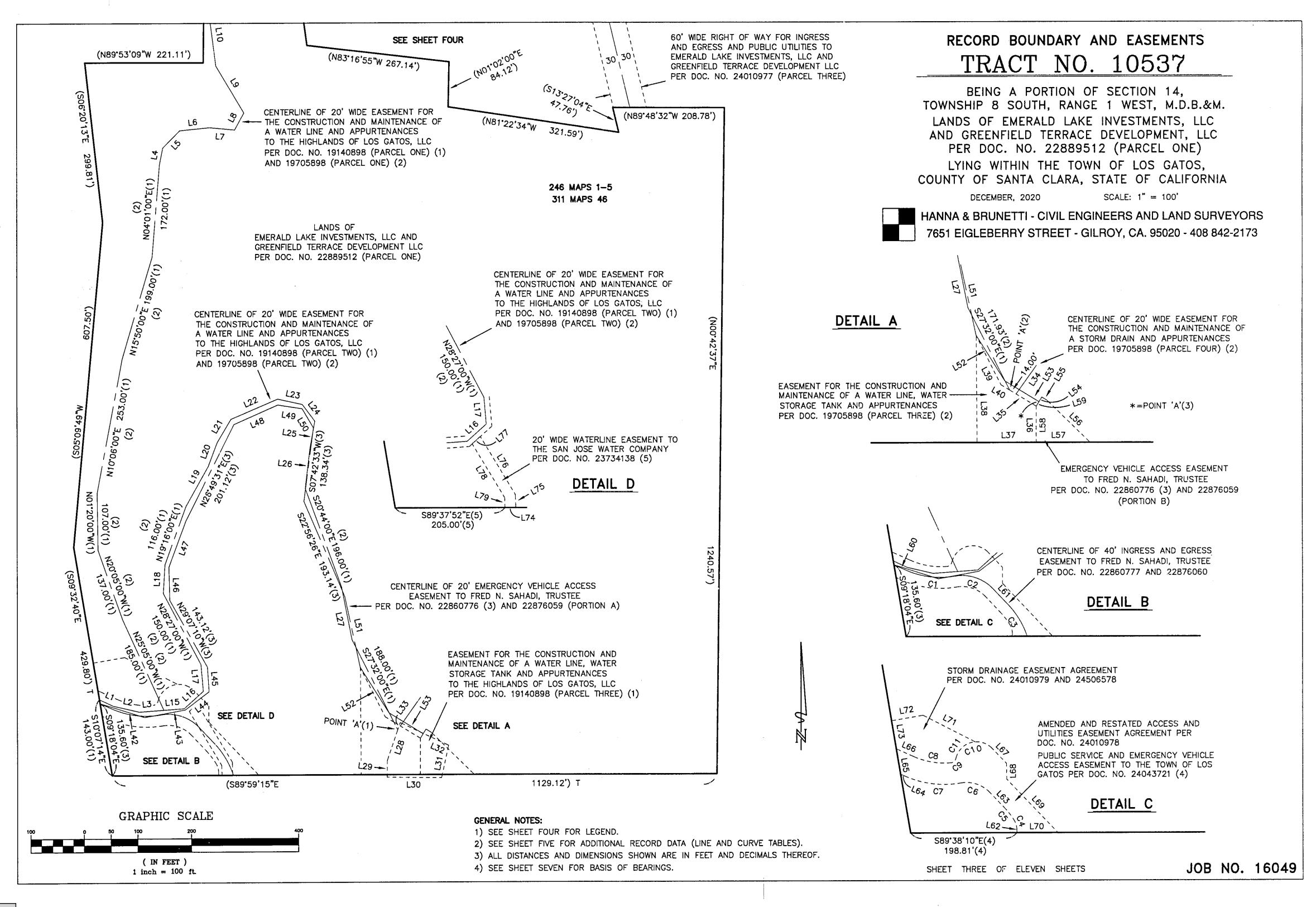


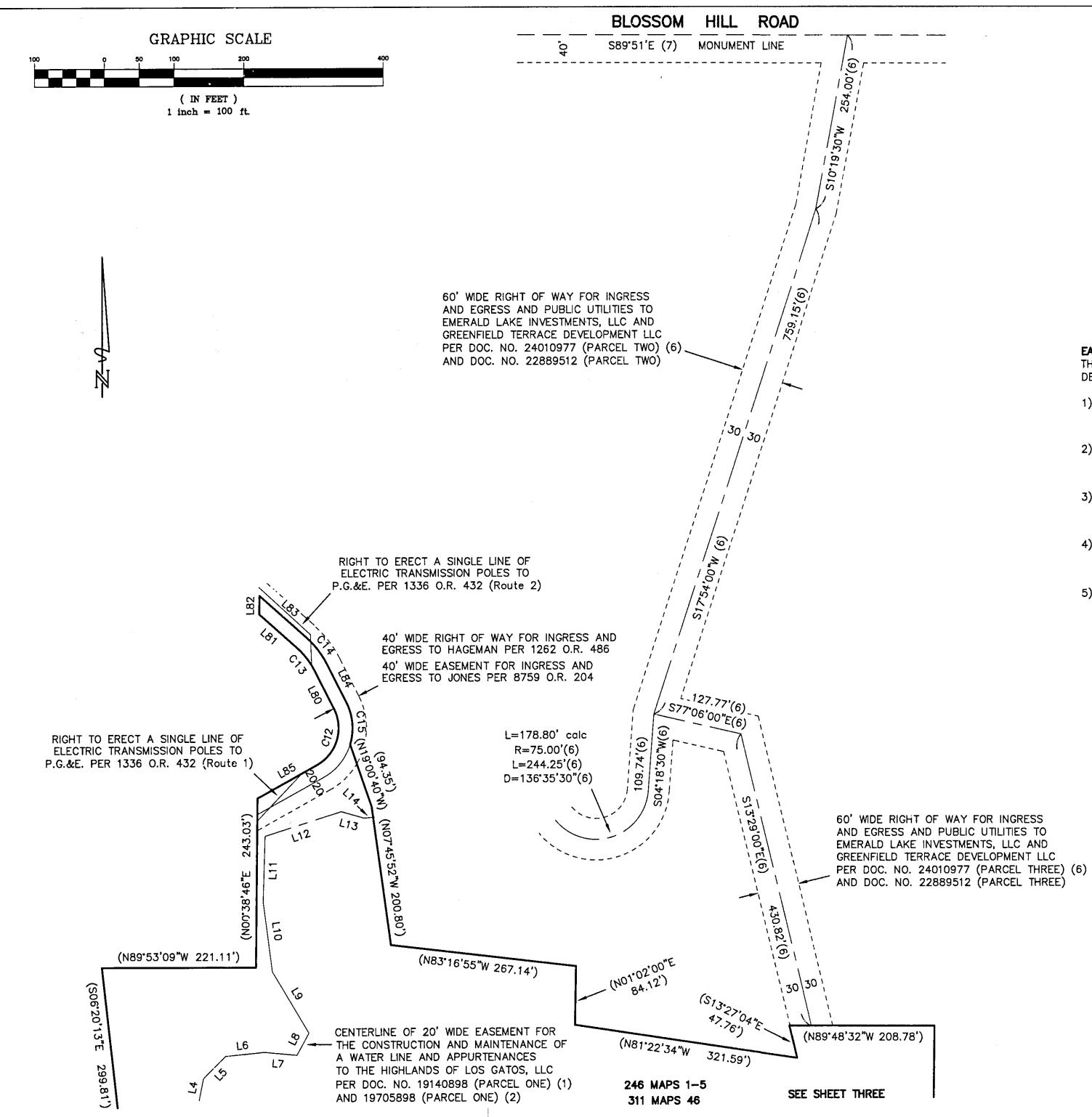
HANNA & BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS 7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

SIGNATURES OMITTED

THE SIGNATURES OF THE INTEREST HOLDERS LISTED BELOW HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a) (3) (A) (i-viii) OF THE SUBDIVISON MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

- A. 40' WIDE RIGHT OF WAY FOR INGRESS AND EGRESS TO HAGEMAN, ET UX PER 1262 O.R. 486
- B. RIGHT TO ERECT A SINGLE LINE OF ELECTRIC TRANSMISSION POLES TO P.G.&E. PER 1336 O.R. 432 (Routes 1 and 2)
- C. 40' WIDE EASEMENT FOR INGRESS AND EGRESS TO JONES PER 8759 O.R. 204
- D. EASEMENTS FOR INGRESS/EGRESS, UTILITIES AND SEWERS, AND SLOPE CONSTRUCTION AND MAINTENANCE TO JAMES PER 0109 O.R. 70
- E. 'AGREEMENT BETWEEN ADJOINING LANDOWNERS WITH REGARDS TO EASEMENT AND DEDICATION' BETWEEN ANGELL, GREGORY, GREINER AND VAVRO PER H 964 O.R. 747
- F. 40' WIDE RIGHT OF WAY GRANTED TO VAVRO IN THAT 'AGREEMENT FOR RIGHT OF WAY' PER I 468 O.R. 98
- G. EASEMENT RIGHTS FOR UNDERGROUND WATER LINE GRANTED TO HARRIS IN THAT 'EASEMENT AGREEMENT' PER DOCUMENT: 18635406, O.R.
- H. EASEMENT RIGHTS FOR PUBLIC UTILITIES GRANTED TO HARRIS AND THE SAN JOSE WATER COMPANY IN THAT 'EASEMENT AGREEMENT' PER DOCUMENT: 18772976, O.R.
- 1. 20' WIDE EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF A WATER LINE AND APPURTENANCES TO THE HIGHLANDS OF LOS GATOS, LLC PER DOCUMENT: 19140898 (PARCELS ONE AND TWO), O.R.
- EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF A WATER LINE, WATER STORAGE TANK AND APPURTENANCES TO THE HIGHLANDS OF LOS GATOS, LLC PER DOCUMENT: 19140898 (PARCEL THREE), O.R.
- J. 20' WIDE EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF A WATER LINE AND APPURTENANCES PER 'MUTUAL EASEMENT AGREEMENT' BETWEEN FAMILTY MORTGAGE SERVICE CORP. AND THE HIGHLANDS OF LOS GATOS, LLC PER DOCUMENT: 19705898 (PARCELS ONE AND TWO), O.R.
- EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF A WATER LINE, WATER STORAGE TANK AND APPURTENANCES PER 'MUTUAL EASEMENT AGREEMENT' PER DOCUMENT: 19705898 (PARCEL THREE), O.R.
- 20' WIDE EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF A STORM DRAIN AND APPURTENANCES PER 'MUTUAL EASEMENT AGREEMENT' PER DOCUMENT: 19705898 (PARCEL FOUR), O.R.
- K. EASEMENT AGREEMENT BETWEEN MOFFAT AND THE HIGHLANDS OF LOS GATOS, LLC PER DOCUMENT: 19705899, O.R.
- L. 20' EMERGENCY VEHICLE ACCESS EASEMENT TO FRED N. SAHADI, TRUSTEE PER DOCUMENT: 22860776 AND 22876059, O.R. (PORTIONS A AND B)
- M. 40' WIDE INGRESS AND EGRESS EASEMENT TO FRED N. SAHADI, TRUSTEE PER DOCUMENT: 22860777 AND 22876060, O.R.
- N. 20' WIDE WATERLINE EASEMENT TO THE SAN JOSE WATER COMPANY PER DOCUMENT: 23734138, O.R.
- O. STORM DRAINAGE EASEMENT AGREEMENT BETWEEN EMEARLD LAKE INVESTMENTS, LLC, GREENRIDGE TERRACE DEVELOPMENT LLC AND FRED N. SAHADI, TRUSTEE PER DOCUMENT: 24010979, O.R. AND PER 24506578, O.R.
- P. PUBLIC SERVICE AND EMERGENCY VEHICLE ACCESS EASEMENT TO THE TOWN OF LOS GATOS PER DOCUMENT: 24043721, O.R.





RECORD BOUNDARY AND EASEMENTS TRACT NO. 10537

BEING A PORTION OF SECTION 14,
TOWNSHIP 8 SOUTH, RANGE 1 WEST, M.D.B.&M.
LANDS OF EMERALD LAKE INVESTMENTS, LLC
AND GREENFIELD TERRACE DEVELOPMENT, LLC
PER DOC. NO. 22889512 (PARCEL ONE)
LYING WITHIN THE TOWN OF LOS GATOS,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

DECEMBER, 2020

SCALE: 1" = 100'

HANNA & BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS
7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

EASEMENT NOTES:

THE FOLLOWING MAY AFFECT THE PROPERTY SHOWN BUT THE EXACT LOCATION THEREOF IS NOT DEFINED FROM RECORD DATA.

- 1) 40' WIDE RIGHT OF WAY GRANTED FROM ELAM TO VAVRO IN THAT 'AGREEMENT FOR RIGHT OF WAY' RECORDED APRIL 18, 1984 IN BOOK I 468, AT PAGE 98, OFFICIAL RECORDS OF THE COUNTY OF SANTA CLARA.
- 2) 'AGREEMENT BETWEEN ADJOINING LANDOWNERS WITH REGARDS TO EASEMENT AND DEDICATION' BETWEEN ANGELL, GREGORY, GREINER AND VAVRO RECORDED OCTOBER 7, 1983 IN BOOK H 964, AT PAGE 747, OFFICIAL RECORDS OF THE COUNTY OF SANTA CLARA.
- 3) EASEMENT RIGHTS FOR UNDERGROUND WATER LINE GRANTED FROM GREINER TO HARRIS IN THAT 'EASEMENT AGREEMENT' RECORDED 10/24/2006 IN DOCUMENT: 18635406, OFFICIAL RECORDS OF THE COUNTY OF SANTA CLARA.
- 4) EASEMENT RIGHTS FOR PUBLIC UTILITIES GRANTED FROM GREINER TO HARRIS AND THE SAN JOSE WATER COMPANY IN THAT 'EASEMENT AGREEMENT' RECORDED 01/19/2006 IN DOCUMENT: 18772976, OFFICIAL RECORDS OF THE COUNTY OF SANTA CLARA.
- 5) EASEMENT AGREEMENT BETWEEN MOFFAT AND THE HIGHLANDS OF LOS GATOS, LLC PER DOCUMENT: 19705899, O.R.

LEGEND

- () --- DENOTES RECORD DATA PER 311 MAPS 45-46
- (1) --- DENOTES RECORD DATA PER DOCUMENT: 19140898
- (2) --- DENOTES RECORD DATA PER DOCUMENT: 19705898
- (3) --- DENOTES RECORD DATA PER DOCUMENT: 22860776
- (4) --- DENOTES RECORD DATA PER DOCUMENT: 24043721
- (5) --- DENOTES RECORD DATA PER DOCUMENT: 23734138
- 6) --- DENOTES RECORD DATA PER DOCUMENT: 24010977
- (7) --- DENOTES RECORD DATA PER 23 MAPS 7

- DENOTES RECORD BOUNDARY LINE

—— — DENOTES RECORD CENTERLINE

---- DENOTES RECORD EASEMENT LINE

T --- DENOTES 'TOTAL DISTANCE'

O.R. --- DENOTES 'OFFICIAL RECORDS'

calc --- DENOTES 'CALCULATED'

C/L --- DENOTES 'CENTERLINE'

GENERAL NOTES:

- 1) SEE SHEET FIVE FOR ADDITIONAL RECORD DATA (LINE AND CURVE TABLES).
- 2) ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- 3) SEE SHEET SEVEN FOR BASIS OF BEARINGS.

SHEET FOUR OF ELEVEN SHEETS

LINE TABLE (PER DOC.19140898) (1)				
	(PER DOC.19705898) (2)			
LINE	LENGTH	BEARING		
L1 (1) (2)	28.34'	N65*26'00"W		
L2 (1) (2)	50.00'	S77°34'00"E		
L3 (1) (2)	46.00'	N85*18'00"E		
L4 (1) (2)	32.00'	N10°45'00"E		
L5 (1) (2)	45.00'	N44*07'00"E		
L6 (1) (2)	56.00'	N83'47'00"E		
L7 (1) (2)	47.00'	S85'08'00"E		
L8 (1) (2)	36.00'	N28*00'00"E		
L9 (1) (2)	102.00'	N31°22'00"W		
L10 (1) (2)	101.00'	N08'00'C0"W		
L11 (1) (2)	95.00'	N01°13'00"E		
L12 (1) (2)	115.00'	N71°44'00"E		
L13 (1) (2)	34.00'	S74'18'00"E		
L14 (1) (2)	14.84'	N83'49'00"E		
L15 (2) calc	38.00'	N85'18'00"E		
L16 (1) (2)	48.00'	N47'28'00"E		
L17 (1) (2)	50.00	N05°29'00"W		
L18 (1) (2)	53.00'	N02°54'00"E		
L19 (1) (2)	85.00'	N28'42'00"E		
L20 (1) (2)	48.00'	N20'10'00"E		
L21 (1) (2)	50.00'	N30'09'00"E		
L22 (1) (2)	95.00'	N66'13'00"E		
L23 (1) (2)	47.00'	S78'07'00"E		
L24 (1) (2)	39.00'	S37'42'00"E		
L25 (1) (2)	52.00	S09°36'00"W		
L26 (1) (2)	75.00'	S06°12'00"W		
L27 (1) (2)	100.00'	S11'42'00"E		
L28 (1)	60.16'	S18'23'00"W		
L29 (1)	31.07	SOUTH		
L30 (1)	101.71	N89'57'40"W		
L30 (1) L31 (1)	61.30'	N11'45'00"E		
L32 (1)	99.78'	N65'30'00"W		

LINE TABLE			
LINE	LENGTH	BEARING	
L33	14.02'	N18'23'00"E	

LINE TABLE (PER DOC. 19705898) (2)				
LINE	LENGTH	BEARING		
L34	65.00'	N35'06'00"E		
L35	57.97'	S59*18'00"E		
L36	68.05'	S00°26'00"E		
L37	111.00'	S89*29'25"W		
L38	198.40'	N00'56'00"W		
L39	101.55'	S27'32'00"E		
L40	18.99	S59'18'00"E		

LINE TAB	LE (PER DO	C. 22860776) (3)
LINE	LENGTH	BEARING
L42	87.02	S72°24'53"E
L43	77.16	N80°04'34"E
L44	55.65	N53°07'36"E
L45	45.87	N03*29'38"W
L46	61.11	N01*09'08"W
L47	91.88'	N20°30'39"E
L48_	89.51	N66°25'23"E
L49	45.98'	S80°51'20"E
L50	41.58	S30°25'40"E
L51	135.19'	S11*59'00"E
L52	100.18'	S32°07'29"E
L53	74.62'	S58°28'50"E
L54	10.00'	N31'31'10"E
L55	11.28'	S58'28'50"E
L56	112.40'	S45'25'12"E
L57	100.59	N89*44 [:] 39"W
L58	67.30'	N00°23'10"E
L59	10.00'	N31°31'10"E

LINE	TABLE (PER	DOC. 22860777)
LINE	LENGTH	BEARING
L60	23.25	S65'38'35"E
L61	40.40'	S43'18'09"E

	1		, 10 10 00 L
CURVE	TABLE (F	PER DOC.	22860777)
CURVE	LENGTH	RADIUS	DELTA
C1	94.47'	160.00'	33'49'53"
C2	78.43'	80.00'	56'10'19"
C3	70.07	160.00'	25'05'27"

LINE TAB	LE (PER DO	C. 24043721) (4)
LINE	LENGTH	BEARING
L62	8.61	N02*49'50"W
L63	40.40'	N43°18'13"W
L64	9.93'	N65*38'39"W
L65	48.06'	N09'18'04"W
L66	36.57'	S65'38'39"E
L67	38.81'	S43'18'08"E
L68	29.32'	S00'00'00"E
L69	138.32	S43'18'13"E
L70	76.37'	S89'38'10"E

CURVE TA	ABLE (PE	R DOC. 24	043721) (4)
CURVE	LENGTH	RADIUS	DELTA
C4	14.82'	30.00'	28'17'45"
C5	29.75'	140.00'	12'10'38"
C6	58.82'	60.00'	56'10'19"
C7	106.28	180.00	33'49'53"
C8	70.98'	140.00'	29'03'02"
C9	12.59'	10.00	72'08'33"
C10	86.24'	40.00'	123'32'06"

LINE TABLE (PER DOC. 24010979)			
LINE	LENGTH	BEARING	
L71	109.31	S62°38'01"E	
L72	59.99'	N80°41'56"E	
L73	52.67'	N09'18'04"W	

CURVE	TABLE (PER DOC	24010979)
CURVE	LENGTH	RADIUS	DELTA
C11	51.03'	40.00	73'05'54"

LINE TABLE (PER DOC. 23734138) (5)			
LINE	LENGTH	BEARING	
L74	20.01'	S89'37'52"E	
L75	24.46'	N01°38'51"W	
L76	126.39'	N30°41'43"W	
L77	20.38'	S48 17 15 W	
L78	117.31'	S30'41'43"E	
L79	18.58	S01°38'51"E	

LIN	TABLE (31	1 MAPS 45-46)
LINE	LENGTH	BEARING
L80	61.16	S26"59'16"E
L81_	72.76'	S48"21'16"E
L82	26.50'	S00'38'46"W
L83	90.14'	N48'21'16"W
L84	61.16'	N26'59'16"W
L85	98.08	N60°54'44"E

CURV	E TABLE	(311 MAPS	45-46)
CURVE	LENGTH	RADIUS	DELTA
C12	92.05	60.00'	87'54'00"
C13	41.02'	110.00'	21'22'00"
C14	48.48	130.00'	21'22'00"
C15	61.37	80.00'	43'57'00"

	LINE TA	
LINE	LENGTH	BEARING
L87	61.16	N26'59'16"W
L88	72.76'	S48'21'16"E
L89	26.50	S00'38'46"W
L90	90.15'	N48'21'16"W
L91	61.16'	S26'59'16"E
L92	25.00'	N00'53'25"E
107	40.40'	N00'11'28"E(8)
L93	49.49'	N00'00'34"E S34'14'24"E
L94 L95	53.12' 72.52'	S89°56'39"E
L95	24.00'	N00'08'48"E
L97	36.30'	N64'08'12"E
L98	93.31	S71°34'16"E
L99	74.30'	S71'34'16"E
L100	64.52'	N58'43'26"W
L101	31.55'	N46'10'10"W
L102	67.37	S62°17′14″E
L103	2.10'	N64'30'40"W
L104	111.40	S00'03'48"W
L105	72.36'	S08'06'36"W
L106	20.00'	S00'03'48"W
L107	91.40'	S00'03'48"W
L108	32.39'	N21'11'14"E
L109	99.71'	N30°34′14″W
L110	36.30'	N64'08'12"E
L111	32.39'	N21°11'14"E
L112	99.72'	N30°34'14"W
L113	49.62	N09'38'57"W
L114	29.36	N63'22'20"W
L115	50.00'	N89'53'05"W
L116	24.43'	S09°46'40"E
L117	79.00'	N00°03'48"E
L118	20.00'	S89*56'12"E
L119	125.42	S83'15'32"E
L120	59.92	N35'14'27"W
L121	60.03	N35'14'27"W
L122	47.97'	N13'12'08"W
L123	47.97	N13°12'08"W
L124	27.87'	N06'14'15"E
L125	2.83'	N51°14'15"E
L126	80.67	N06*14'15"E
L127	18.44'	N11°47'36"E
L128	41.04'	N11°47'36"E
L129	91.92'	N06'14'15"E
L130	95.03	N19'23'53"E
L131	45.66	N19'23'53"E
L132	145.20'	N17'41'16"E
L133	44.32	N35'25'57"E
L134	48.70'	N17'41'16"E
L135	73.92'	S77°14'20"E
L136	87.34'	S77°14'20"E
L137	18.03'	S00°06′55"W
L138	14.80'	S00°06'55"W
L139	203.89'	S26'08'22"E
L140	217.42'	N80'13'20"E
L141	37.28'	S26'32'53"E
L142	48.90'	S29'58'36"E
L143	17.85	S73°13'30"E
L144	3.64	N67'39'21"E
L145	92.68'	S07'45'39"E

LINE L146 L147	LINE TAB LENGTH 1.90'	BEARING N67'18'44"E
L146 L147		
L147		NU/ 10 44 L
	10.65'	N50'37'38"E
L148	36.05'	N70'05'23"E
L149	47.67'	S89°12'14"E
L150	51.53'	N88'29'28"E
L151	43.02'	N80'57'15"E
L152	34.04'	S85'12'31"E
L153	60.56'	S76'11'58"E
L154	8.68'	S57'58'29"E
L155	201.66'	S25'40'18"E
L156	25.37'	S88'56'12"E
L157	56.46'	N80'17'51"E
L158	45.50'	N77'06'43"E
L159	39.24'	N65*27'23"E
L160	30.55'	N86'44'46"E
L161	35.86'	S69'37'28"E
L162	35.32'	S35*32'08"E
L163	32.05'	S08°23'40"E
L164	53.40'	S05'29'52"W
L165	45.18'	S03'40'17"W
L166	67.00'	S10'53'46"W
L167	103.74'	S00°50'59"W
L168	56.91'	S15°57'27"W
L169	34.71'	S17°34'22"E
L170	67.00'	S07*15'57"E
L171	67.00'	S03°27'45"E
L172	66.70'	S00*08'15"E
L173	38.03'	S11"05'09"E
L174	23.86'	N79°25'28"E
l.175	5.82'	S42*51'42"E
L176	60.77'	N62°42'59"E
L177	62.46'	N42°54'06"E
L178	60.92'	N29*00'25"E
L179	60.50'	N26'24'32"E
L180	40.39'	N36°23'04"E
L181	50.49'	N53'42'21"E
L182	33.37'	N61'01'55"E
L183	43.09'	N64°35'43"E
L184	44.93'	N86°37'52"E
L185	166.33'	N22°15'13"E
L186	82.15'	S47°18'43"E
L187	46.06'	S00*38'46"W
L188	13.63'	S60*54'44"W
L189	94.45'	N05*57'56"W
L190	109.55	N01°47'34"E
L191	32.49'	N50'37'38"E
L192	36.99	N75°45'50"E
L193	101.16'	N89*35'30"E
L194	67.44	N80*57'15"E
L195	19.51	
L198	39.76	N75°45'50"E
L195 L196 L197 L198	19.51' 25.32' 100.24' 39.76'	N80°57'15"E N80°57'15"E N89°35'30"E N75°45'50"E

TRACT NO. 10537

BEING A PORTION OF SECTION 14,
TOWNSHIP 8 SOUTH, RANGE 1 WEST, M.D.B.&M.
LANDS OF EMERALD LAKE INVESTMENTS, LLC
AND GREENFIELD TERRACE DEVELOPMENT, LLC
PER DOC. NO. 22889512 (PARCEL ONE)
LYING WITHIN THE TOWN OF LOS GATOS,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

DECEMBER, 2020



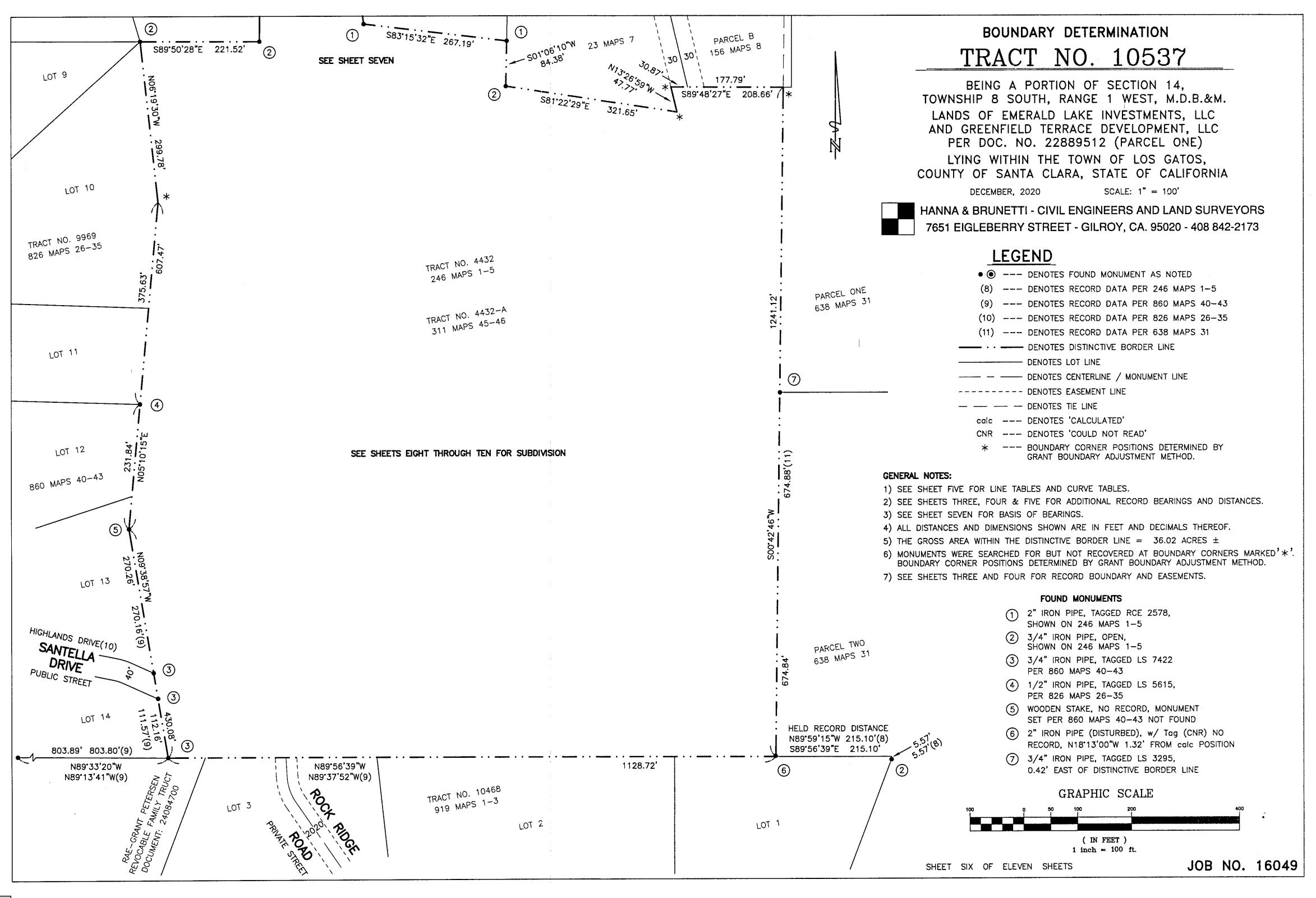
CURVE TABLE

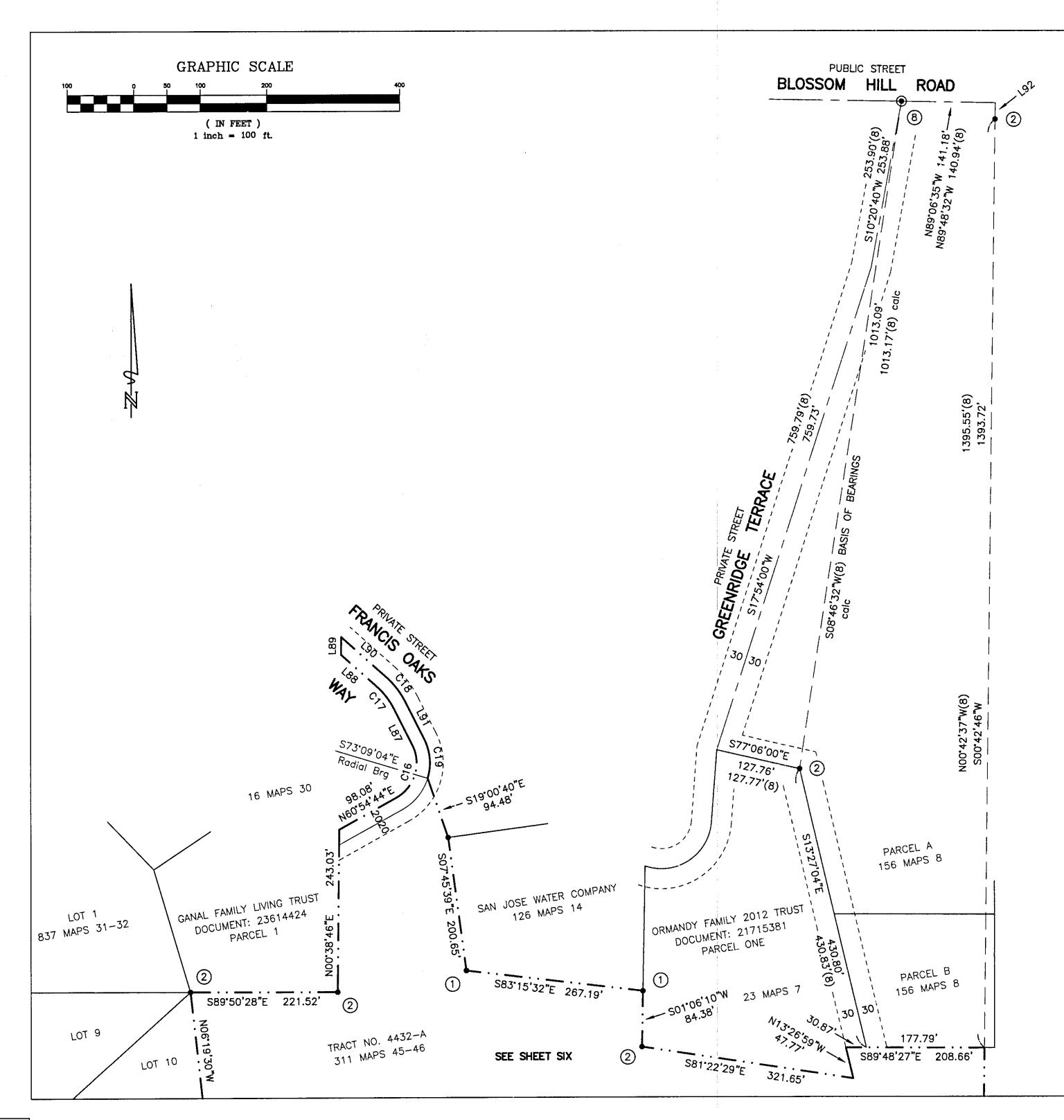
HANNA & BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS 7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

	CURV		
CURVE	LENGTH	RADIUS	DELTA
C16	92.05	60.00	87'54'00"
C17	41.02	110.00'	21'22'00"
C18	48.48'	130.00'	21*22'00"
C19	61.21	80.00'	43'50'12"
C20	64.57	42.00'	88'05'06"
C21	12.34	33.00'	21'25'00"
C22	92.60	380.00	13°57'46"
C23	74.90	250.00'	17'09'53"
C24	107.31	250.00'	24'35'34"
C25	114.39	50.00'	131'04'57"
C26	46.28	62.50'	42*25'36"
C27	39.58	1780.00'	1'16'27"
C28	65.18	260.00	14*21'51"
C29	81.48	200.00'	23*20'35"
C30	25.70'	200.00'	7'21'50"
C31	23.30'	42.00'	31'47'14"
C32	41.84	42.00'	57'04'53"
C33	74.34	42.00'	101'24'45"
C34	8.78'	33.00'	15'14'50"
C35	105.42	421.50'	14'19'50"
C36	27.02	208.50'	7'25'27"
C37	20.28'	42.00'	27'39'42"
C38	44.29	42.00'	60'25'24"
C39	89.59	50.00	102'39'35"
C40	24.80'	50.00	28'25'22"
C41	8.26	200.00'	2'21'59"
C42	72.27	80.00'	51'45'30"
C43	24.36	90.00'	15*30'25"
C44	17.12	72.00	13'37'24"
C45	20.49'	72.00	16'18'33"
C46	41.98	72.00	33°24'16"
C47	17.66'	46.00'	21*59'53"
C48	31.87	46.00'	39'41'27"
C49	104.42	46.00'	130.03,43
C50	146.17	380.00	22'02'19"
C51	161.55	420.00'	22'02'19"
C52	125.54	370.00	19'26'23"
C53	111.96	330.00'	19*26'23"
C54	82.53	520.00'	9*05'35"
C55	76.18	480.00'	9.05,35
C56	78.69	270.00'	16'41'52"
C57	67.03	230.00'	16'41'52"
C58	124.36	210.00'	33'55'52"
C59	205.90	90.00'	131'04'57"
C60	75.90	102.50'	42*25'36"
C61	40.47	1820.00'	1.16,27
C62	55.15'	220.00'	14'21'51"
C63	97.78	240.00'	23'20'35"
C64	27.17	160.00'	9'43'49"
C65	108.40	120.00'	51'45'29"
C66	13.53	50.00'	15'30'21"
C67	29.47	32.00'	52'45'26"
C68	81,19	120.00'	52°45'26" 38°46'00"
C69	120,90	195.00'	35'31'21"
		·	<u> </u>

RADIAL BI	EARING TABLE
LINE	BEARING
R1	N65'42'37"E
R2	N77'25'28"E
R3	S75*16'59"E
R4	N80°37′35″E
R5	N02'33'34"E
R6	S71°10′45″E
R7	S71°17'17"W
R8	S70°53'09"W
R9	S43'00'53"W
R10	S77°47'32"W
R11	S50'49'12"E
R12	S06'15'41"W
R13	S38'02'55"W
R14	N88'33'31"E
R15	S75°07′56"E
R16	N82'57'36"E
R17	S33'01'19"W
R18	N08'53'41"W
R19	N83'09'25"W
R20	N61°09'32"W
R21	N09 ' 36'57"W
R22	N30°04'30"E
R23	S52*18'27"E
R24	S26'37'40"W
R25	N12'08'20"W

SHEET FIVE OF ELEVEN SHEETS





BOUNDARY DETERMINATION

TRACT NO. 10537

BEING A PORTION OF SECTION 14,
TOWNSHIP 8 SOUTH, RANGE 1 WEST, M.D.B.&M.
LANDS OF EMERALD LAKE INVESTMENTS, LLC
AND GREENFIELD TERRACE DEVELOPMENT, LLC
PER DOC. NO. 22889512 (PARCEL ONE)
LYING WITHIN THE TOWN OF LOS GATOS,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

DECEMBER, 2020

SCALE: 1" = 100'

HANNA & BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS 7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

LEGEND

- ● --- DENOTES FOUND MONUMENT AS NOTED
- (8) --- DENOTES RECORD DATA PER 246 MAPS 1-5
- · · DENOTES DISTINCTIVE BORDER LINE
 - --- DENOTES EXISTING LOT LINE
- - DENOTES EXISTING CENTERLINE / MONUMENT LINE
- ---- DENOTES EXISTING EASEMENT LINE
- --- DENOTES TIE LINE
- calc --- DENOTES 'CALCULATED'

GENERAL NOTES:

- 1) SEE SHEET FIVE FOR LINE TABLES AND CURVE TABLES.
- 2) SEE SHEETS THREE, FOUR & FIVE FOR ADDITIONAL RECORD BEARINGS AND DISTANCES.
- 3) ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- 4) MONUMENTS WERE SEARCHED FOR BUT NOT RECOVERED AT BOUNDARY CORNERS LYING ALONG FRANCIS OAKS WAY. RECORD DATA WAS HELD PER 311 MAPS 45-46.
- 5) SEE SHEETS THREE AND FOUR FOR RECORD BOUNDARY AND EASEMENTS.

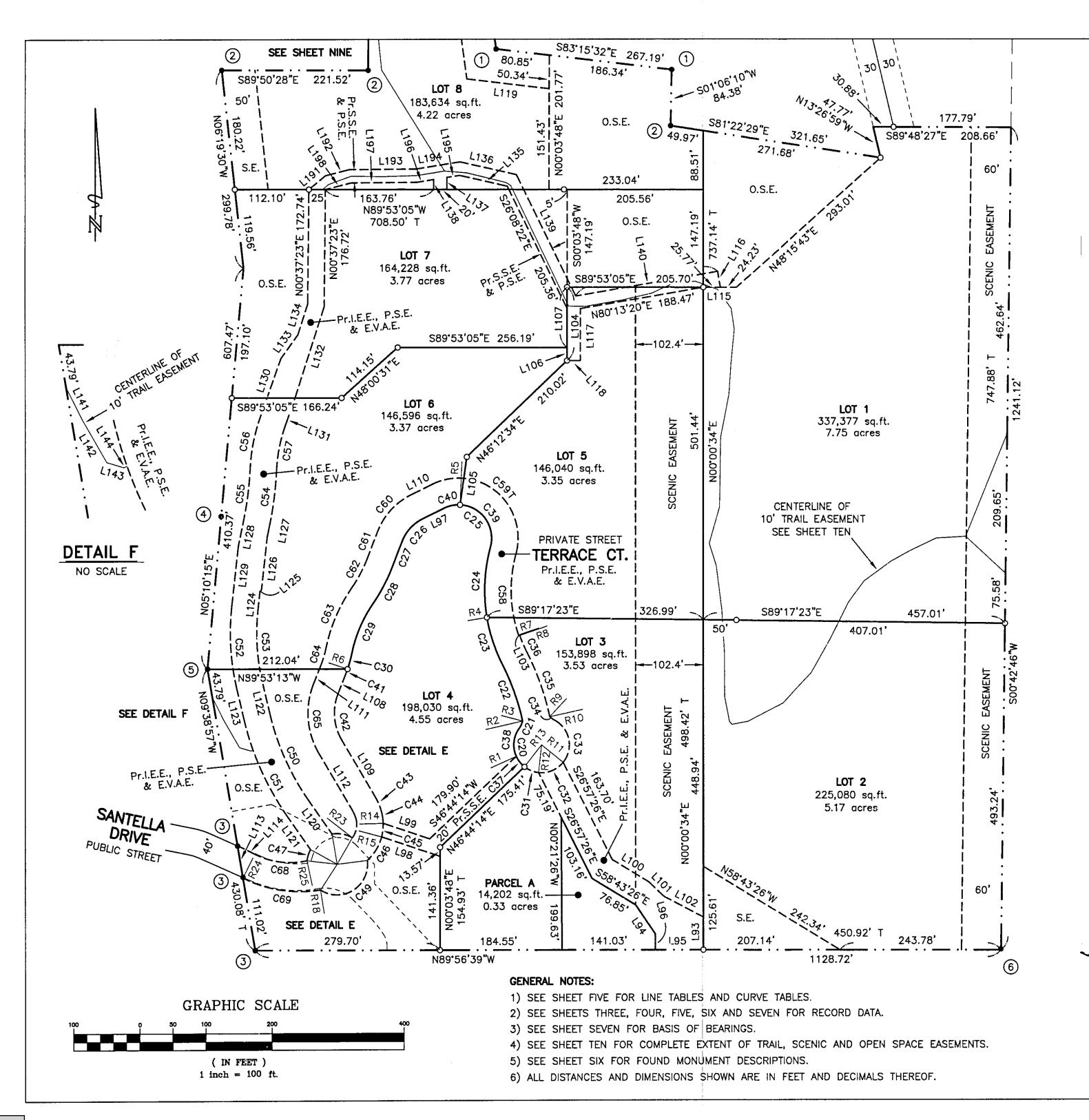
FOUND MONUMENTS

- 1 2" IRON PIPE, TAGGED RCE 2578, SHOWN ON 246 MAPS 1-5
- 2) 3/4" IRON PIPE, OPEN, SHOWN ON 246 MAPS 1-5
- 8 1" IRON PIPE, OPEN, IN MONUMENT BOX, SHOWN ON 246 MAPS 1-5

BASIS OF BEARINGS

THE BEARINGS SHOWN ON THIS MAP ARE BASED ON THE CALCULATED LINE BETWEEN MONUMENTS SHOWN FOUND AND SET ON THAT MAP OF TRACT NO. 4432, PUERTA DEL MONTE, UNIT NO. 1, FILED IN BOOK 246 OF MAPS, AT 1 THROUGH 5, SANTA CLARA COUNTY RECORDS. THE BEARING OF SAID CALCULATED LINE BEING SOUTH 8'46'32" WEST.

SHEET SEVEN OF ELEVEN SHEETS



TRACT NO. 10537

BEING A PORTION OF SECTION 14,
TOWNSHIP 8 SOUTH, RANGE 1 WEST, M.D.B.&M.
LANDS OF EMERALD LAKE INVESTMENTS, LLC
AND GREENFIELD TERRACE DEVELOPMENT, LLC
PER DOC. NO. 22889512 (PARCEL ONE)
LYING WITHIN THE TOWN OF LOS GATOS,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

DECEMBER, 2020

SCALE: 1" = 100'

HANNA & BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS
7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

LEGEND

O --- DENOTES SET 3/4" IRON PIPE, TAGGED PLS 6809

• ● --- DENOTES FOUND MONUMENT AS NOTED

P.S.E. --- DENOTES PUBLIC SERVICE EASEMENT

E.V.A.E. --- DENOTES EMERGENCY VEHICLE ACCESS EASEMENT

S.E. --- DENOTES SCENIC EASEMENT

O.S.E. --- DENOTES OPEN SPACE EASEMENT

Pr.I.E.E. --- DENOTES PRIVATE INGRESS & EGRESS EASEMENT

Pr.S.S.E. --- DENOTES PRIVATE SANITARY SEWER EASEMENT

--- DENOTES DISTINCTIVE BORDER LINE

- DENOTES EXISTING LOT LINE

—— DENOTES EXISTING CENTERLINE

---- DENOTES EXISTING EASEMENT LINE

- DENOTES TIE LINE

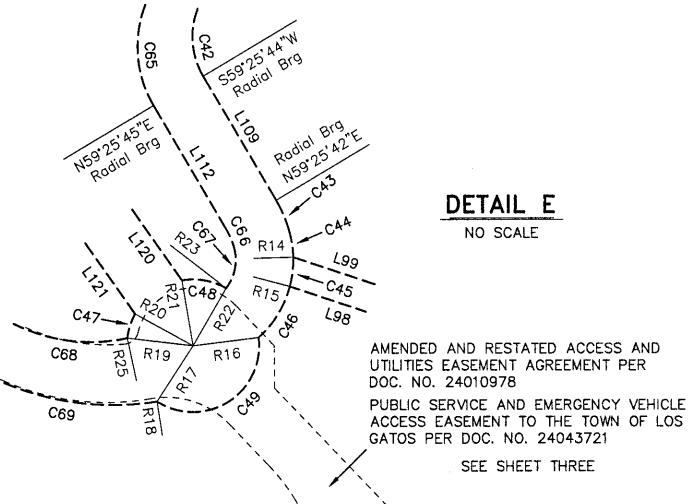
- DENOTES NEW LOT LINE

--- DENOTES NEW EASEMENT LINE

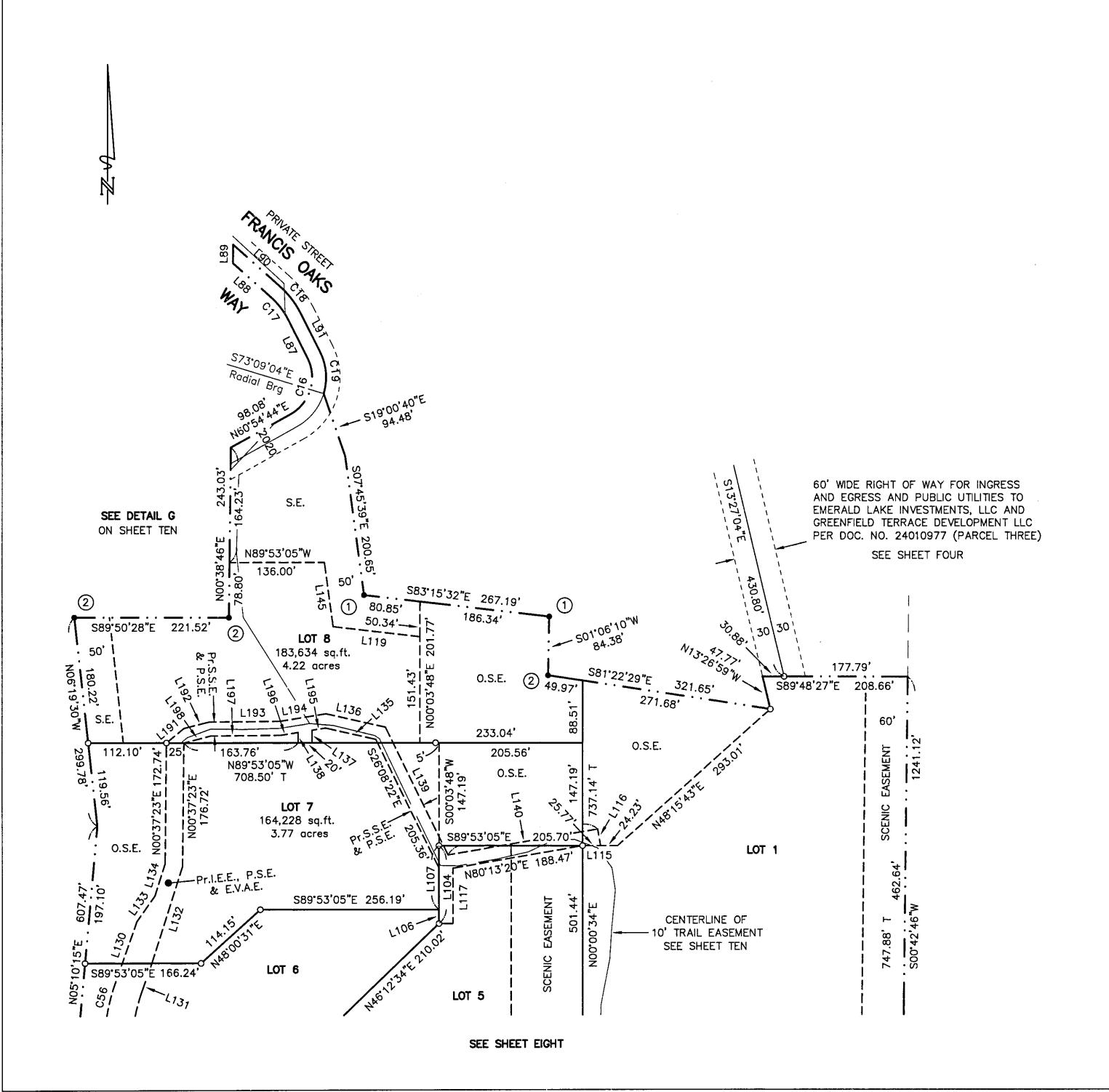
sq.ft. --- DENOTES 'SQUARE FEET'

T --- DENOTES 'TOTAL DISTANCE'

1) --- DENOTES FOUND MONUMENT (SEE SHEET SIX)



SHEET EIGHT OF ELEVEN SHEETS



TRACT NO. 10537

BEING A PORTION OF SECTION 14,
TOWNSHIP 8 SOUTH, RANGE 1 WEST, M.D.B.&M.
LANDS OF EMERALD LAKE INVESTMENTS, LLC
AND GREENFIELD TERRACE DEVELOPMENT, LLC
PER DOC. NO. 22889512 (PARCEL ONE)
LYING WITHIN THE TOWN OF LOS GATOS,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

DECEMBER, 2020

SCALE: 1" = 100'



HANNA & BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS
7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

LEGEND

- O --- DENOTES SET 3/4" IRON PIPE, TAGGED PLS 6809
- • The proof of the second of

P.S.E. --- DENOTES PUBLIC SERVICE EASEMENT

E.V.A.E. --- DENOTES EMERGENCY VEHICLE ACCESS EASEMENT

S.E. --- DENOTES SCENIC EASEMENT

O.S.E. --- DENOTES OPEN SPACE EASEMENT

Pr.I.E.E. --- DENOTES PRIVATE INGRESS & EGRESS EASEMENT

Pr.S.S.E. --- DENOTES PRIVATE SANITARY SEWER EASEMENT

- · · - DENOTES DISTINCTIVE BORDER LINE

— DENOTES EXISTING LOT LINE

— — DENOTES EXISTING CENTERLINE

----- DENOTES EXISTING EASEMENT LINE

- --- — DENOTES TIE LINE

- DENOTES NEW LOT LINE

---- DENOTES NEW EASEMENT LINE

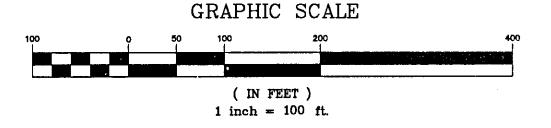
sq.ft. --- DENOTES 'SQUARE FEET'

--- DENOTES 'TOTAL DISTANCE'

1) --- DENOTES FOUND MONUMENT (SEE SHEET SIX)

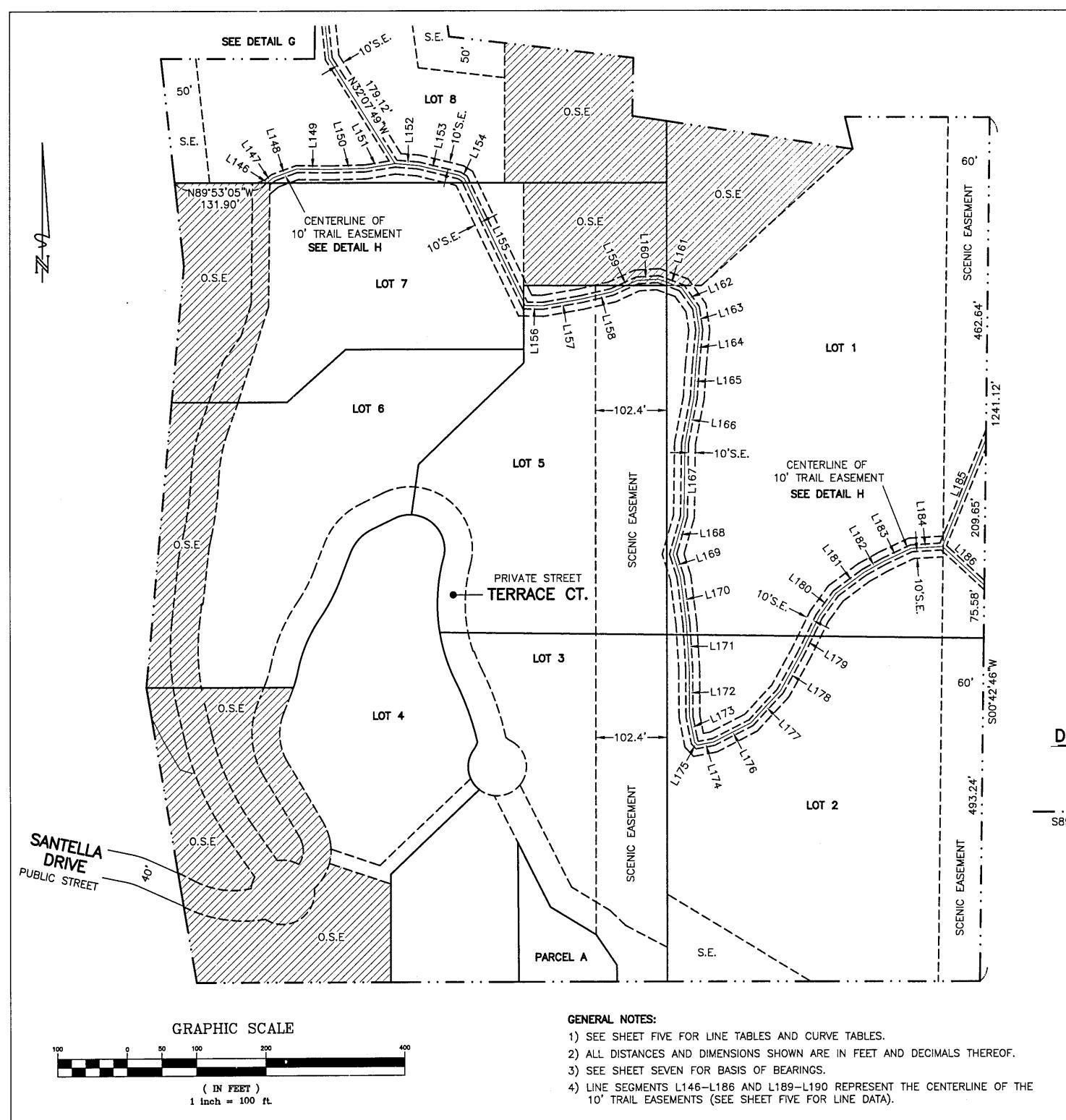
GENERAL NOTES:

- 1) SEE SHEET FIVE FOR LINE TABLES AND CURVE TABLES.
- 2) SEE SHEETS THREE, FOUR, FIVE, SIX AND SEVEN FOR RECORD DATA.
- 3) SEE SHEET SEVEN FOR BASIS OF BEARINGS.
- 4) SEE SHEET TEN FOR COMPLETE EXTENT OF TRAIL, SCENIC AND OPEN SPACE EASEMENTS.
- 5) SEE SHEET SIX FOR FOUND MONUMENT DESCRIPTIONS.
- 6) ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.



SHEET NINE OF ELEVEN SHEETS

JOB NO. 16049



TRACT NO. 10537

BEING A PORTION OF SECTION 14,
TOWNSHIP 8 SOUTH, RANGE 1 WEST, M.D.B.&M.
LANDS OF EMERALD LAKE INVESTMENTS, LLC
AND GREENFIELD TERRACE DEVELOPMENT, LLC
PER DOC. NO. 22889512 (PARCEL ONE)
LYING WITHIN THE TOWN OF LOS GATOS,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

DECEMBER, 2020

SCALE: 1" = 100'

HANNA & BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS
7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

<u>LEGEND</u>

S.E. --- DENOTES SCENIC EASEMENT

O.S.E. --- DENOTES OPEN SPACE EASEMENT

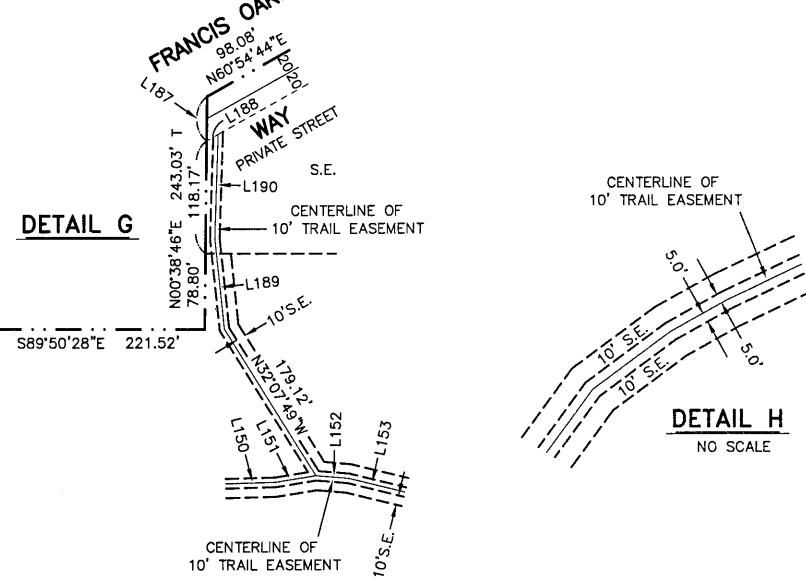
DENOTES DISTINCTIVE BORDER LINE

DENOTES EXISTING LOT LINE

DENOTES NEW LOT LINE

DENOTES NEW EASEMENT LINE

T --- DENOTES 'TOTAL DISTANCE'



SHEET TEN OF ELEVEN SHEETS

JOB NO. 16049

RECORD EASEMENT

TRACT NO. 10537

BEING A PORTION OF SECTION 14,
TOWNSHIP 8 SOUTH, RANGE 1 WEST, M.D.B.&M.
LANDS OF EMERALD LAKE INVESTMENTS, LLC
AND GREENFIELD TERRACE DEVELOPMENT, LLC
PER DOC. NO. 22889512 (PARCEL ONE)
LYING WITHIN THE TOWN OF LOS GATOS,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

DECEMBER, 2020

SCALE: 1" = 100'

HANNA & BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS 7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

NOTE:

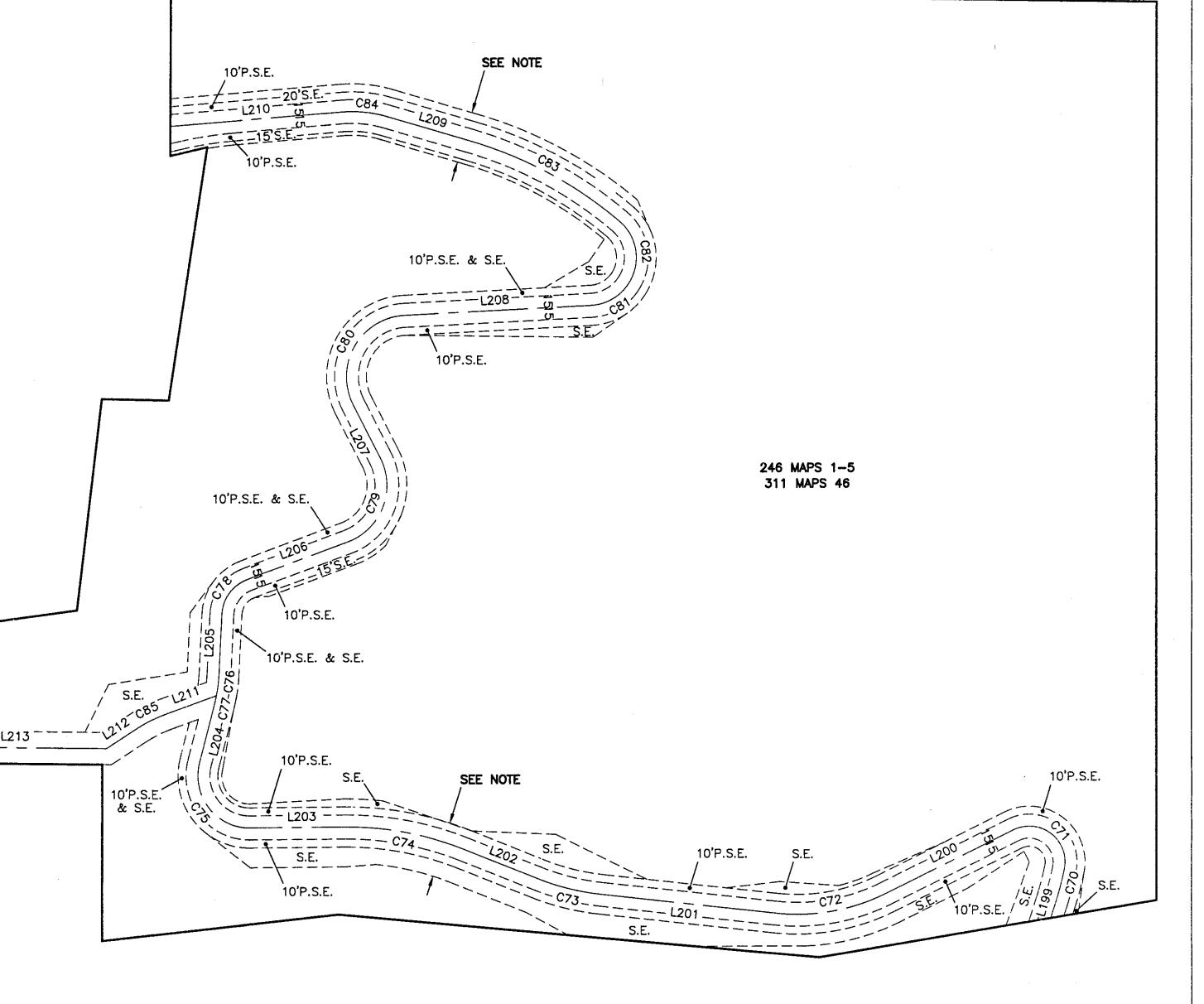
30' AND 40' WIDE RIGHT OF WAY FOR INGRESS / EGRESS, PRIVATE AND PUBLIC SERVICE EASEMENTS (P.S.E.) AND SLOPE EASEMENTS (S.E.) SHOWN HEREON WERE RESERVED BY SMITH, ET UX AND BEAN, ET UX PER 0109 O.R. 70 (ALSO SEE 246 MAPS 1-5)

SAID EASEMENT RIGHTS ARE SUBJECT TO FUTURE RELINQUISHMENT AND EXTINGUISHMENT

40' WIDE EASEMENT FOR INGRESS AND EGRESS PER 0109 O.R. 70
40' WIDE RIGHT OF WAY FOR INGRESS AND EGRESS TO HAGEMAN PER 1262 O.R. 486
40' WIDE EASEMENT FOR INGRESS AND EGRESS TO JONES PER 8759 O.R. 204

LINE TABLE						
LINE	LENGTH	BEARING				
L199	24.55'	N72*33'16"W				
L200	178.99'	S26'23'33"E				
L201	221.43'	S06*16'22"W				
L202	99.34	S21°43'19"W				
L203	119.02'	S00°31'24"E				
L204	73.55	N75°29'43"W				
L205	75.19	N87°13'16"W				
L206	135.58	N20°27'52"W				
L207	74.86'	S62*52'03"W				
L208	235.29'	N02*59'51"W				
L209	110.36	S16'20'49"W				
L210	217.80'	S04*48'14"E				
L211	66.24	N19'52'53"W				
L212	46.43	N32*56*18"W				
L213	213.73'	S00°38'46"W				
	L199 L200 L201 L202 L203 L204 L205 L206 L207 L208 L209 L210 L211 L212	LINE LENGTH L199 24.55' L200 178.99' L201 221.43' L202 99.34' L203 119.02' L204 73.55' L205 75.19' L206 135.58' L207 74.86' L208 235.29' L209 110.36' L210 217.80' L211 66.24' L212 46.43'				

	CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA					
C70	39.57	378.49	5*59'26"					
C71	100.41	45.00'	127'50'51"					
C72_	142.53	250.00'	32'39'55"					
C73	81.84	303.50'	15'26'57"					
C74	155.30'	400.00'	22'14'43"					
C75	119.15	65.00	105'01'41"					
C76	28.11	200.00'	8*03'13"					
C77	12.82	200.00'	3°40'20"					
C78	58.26	50.00	66'45'24"					
C79	126.54	75.00	96'40'05"					
C80	153.39'	77.00'	114'08'06"					
C81	56.38'	60.00	53'50'09"					
C82	86.77	60.00	82*51'37"					
C83	215.25	514.74	23'57'34"					
C84	55.37'	150.00'	21'09'03"					
C85	40.98'	179.84	13'03'25"					



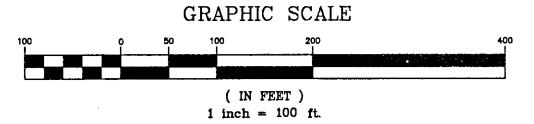
LEGEND

DENOTES RECORD BOUNDARY LINEDENOTES RECORD CENTERLINE

----- DENOTES RECORD EASEMENT LINE

P.S.E. --- DENOTES 'PRIVATE AND PUBLIC SERVICE EASEMENT'

S.E. --- DENOTES 'SLOPE EASEMENT'
O.R. --- DENOTES 'OFFICIAL RECORDS'



SHEET ELEVEN OF ELEVEN SHEETS

JOB NO. 16049



MEETING DATE: 03/16/2021

ITEM NO: 5

DATE: March 3, 2021

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Americans with Disabilities Act Transition Plan (Project 812-0129):

a. Authorize Revenue and Expenditure Budget Adjustments in the Americans with Disabilities Act Transition Plan (CIP No. 812-0129) to recognize a Joint Powers Authority Liability Assurance Network (PLAN) Grant in the amount of \$35,000, and

b. Authorize the Town Manager to Negotiate and Execute a Consultant Services Agreement with Disability Access Consultants, LLC in an Amount Not to Exceed \$130,000.

RECOMMENDATION:

Staff recommends that the Town Council authorize the following actions for the Americans with Disabilities Act Transition Plan (CIP No. 812-0129):

- a. Authorize revenue and expenditure budget adjustments in the Americans with Disabilities Act Transition Plan (CIP No. 812-0129) to recognize a Joint Powers Authority Liability Assurance Network (PLAN) Grant in the amount of \$35,000, and
- b. Authorize the Town Manager to negotiate and execute a consultant services agreement with Disability Access Consultants, LLC in an amount not to exceed \$130,000.

BACKGROUND:

The Americans with Disabilities Act (ADA) of 1990 is a federal law that provides comprehensive civil rights to persons with disabilities as mandated across five different categories or titles. Title II of the ADA requires state and local governments to ensure that public accommodations, government programs and services, and transportation systems are accessible.

PREPARED BY: WooJae Kim

Town Engineer

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

PAGE **2** OF **5**

SUBJECT: Americans with Disabilities Act Transition Plan (Project 812-0129)

DATE: March 3, 2021

BACKGROUND (continued):

The federal statute on *Nondiscrimination on the Basis of Disability in State and Local Government Services* (28 CFR § 35.150 – Existing Facilities) requires a public entity that employs 50 or more persons to develop a transition plan setting forth the steps necessary to achieve program accessibility and reasonable modifications to eliminate barriers for persons with disabilities. In addition, Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against people with disabilities in programs that receive federal financial assistance.

The Town's last ADA Transition Plan was adopted by Council in 1993, which identified improvements needed for accessibility compliance at the time and prioritized them to occur over a three-year time frame. Since then, the Town has constructed numerous additional projects focused on ADA compliance. These subsequent projects have typically been associated with capital improvements that triggered ADA upgrades.

DISCUSSION:

The Town's adopted Fiscal Year (FY) 2020/21-2024/25 Capital Improvement Program (CIP) Budget designates FY 2020/21 funding for the ADA Transition Plan Project (CIP No. 812-0129). The Town's ADA Transition Plan will provide the basis for identifying, prioritizing, budgeting, and implementing future ADA capital improvement projects.

An updated comprehensive evaluation and transition plan to improve accessibility of the Town's policies, programs, and physical public spaces is needed as required by federal laws and regulations. Through the transition plan, programs with accessible standards are developed to reduce risks and maintain compliance with ever-changing ADA requirements. Furthermore, it is now required for local public agencies to have an updated ADA Transition Plan to continue applying for and receiving federal transportation project grants.

Due to the specialized expertise required to prepare an ADA transition plan, Town staff requires the services of a professional consultant that can evaluate programs and attributes for accessibility and make recommendations for a transition plan to reduce risks and meet regulatory requirements. There are two primary elements involved in an ADA transition plan as summarized below:

Self-Evaluation

Self-Evaluation is an analysis of active government agency programs, services, activities, and public spaces for conformance with the ADA and California Building Code. This document notes deficiencies based on:

 Review of existing policies, programs, and protocols to ensure that equal participation opportunities and accessibility standards are included. SUBJECT: Americans with Disabilities Act Transition Plan (Project 812-0129)

DATE: March 3, 2021

DISCUSSION (continued):

 Survey of Town facilities (buildings, parking lots, parks, trails, and open space), parcels, and rights-of-way (sidewalks, walkways, curb ramps, intersections, etc.) for compliance with accessibility codes.

 Public outreach/surveys to obtain feedback from interested persons, including individuals with disabilities or organizations representing individuals with disabilities.

Transition Plan

The transition plan lists corrective actions based on Self-Evaluation. This document generally includes:

- A list of barriers preventing compliance
- Corrective recommendations and cost estimates
- A schedule and listing of personnel responsible for the implementation

On January 11, 2021, a Request for Qualifications (RFQ) including work elements mentioned and requirements for the ADA Transition Plan was issued by the Parks and Public Works Department. Five consultants submitted Statements of Qualifications (SOQ) for the project by the deadline of February 4, 2021:

- Bureau Veritas
- Disability Access Consultants, LLC
- Sally Swanson Architect, Inc.
- SZS Engineering Access, Inc.
- The KPA Group

After the evaluation of the SOQs, the following consultants were invited for oral interviews based on their qualifications:

- Disability Access Consultants, LLC
- Sally Swanson Architect, Inc.
- SZS Engineering Access, Inc.

After a thorough review, the evaluation committee selected Disability Access Consultants, LLC (DAC) as the most qualified consultant to prepare the ADA Transition Plan for the Town. DAC has completed over 400 ADA Transition Plans across the country, including over 300 in California and 15 in and around the greater San Francisco Bay Area.

The proposed scope of services and fees from DAC is included in Attachment 1. With the approval of the Town Council, the Town Manager can finalize the negotiation for the scope of services and fees to provide a comprehensive self-evaluation and transition plan, not to exceed \$130,000.

PAGE **4** OF **5**

SUBJECT: Americans with Disabilities Act Transition Plan (Project 812-0129)

DATE: March 3, 2021

CONCLUSION:

Approval of the recommended action would allow for the completion of the ADA Transition Plan.

COORDINATION:

This project has been coordinated with the Town Attorney and the Finance Department.

FISCAL IMPACT:

Staff is recommending revenue and expenditure budget adjustments in the Fiscal Year 2020/21 – 2024/25 Capital Improvement Program Budget for the ADA Transition Plan Project (Project 812-0129) in the total amount of \$35,000 to cover consultant and temporary staff costs and other expenditures related to the project. The Town will receive a Joint Powers Authority Liability Assurance Network (PLAN) Grant.

ADA Transition Plan						
Project 812-0129						
	Budget	Costs				
GFAR	\$ 110,000					
PLAN Grant	\$ 35,000					
Total Project Budget	\$ 145,000					
Consultant Agreement		\$ 130,000				
Temporary Staff Costs		\$ 10,000				
Other Project Related Costs		\$ 5,000				
Project Costs		\$ 145,000				
Available Balance		\$ 0				

This project will require project management and coordination by staff. Staff costs are tracked for all projects. Tracking of staff costs allows for accountability in the costs of projects, recovery of costs from grant funded projects, and identification of future staffing needs. This project utilizes a combination of full-time budgeted staff and temporary staff that support fluctuating

FISCAL IMPACT (continued):

workloads. The costs for temporary staff will be directly associated with this project while full-time staff are accounted for in the Department's operating budget.

PAGE **5** OF **5**

SUBJECT: Americans with Disabilities Act Transition Plan (Project 812-0129)

DATE: March 3, 2021

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required. Future implementation of the report recommendations may require CEQA review, which will be done when those specific projects are initiated.

Attachments:

- 1. Proposed Scope of Services from DAC
- 2. Draft Consultant Services Agreement

Proposed Scope of Work

Americans with Disabilities Act (ADA) Transition Plan Town of Los Gatos (CIP No. 812-0129)



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



EXHIBIT A

PROJECT

Americans with Disabilities Act (ADA) Transition Plan CIP No. 812-0129

PROJECT CONTACTS

Town of Los Gatos

Janice Chin

Parks and Public Works Department

41 Miles Avenue Los Gatos, CA 95030 jchin@losgatosca.gov

jennenosgatosca.gov

408.395.3460

Disability Access Consultants, LLC (DAC)

Barbara Thorpe, Project Manager

2862 Olive Highway

Suite D

Oroville, CA 95965

bthorpe@dac-corp.com

800.743.7067

SCOPE OF SERVICES

The scope of services includes seven (7) tasks:

Task A: Project Management and Coordination

Task B: Self-Evaluation of Town Policies and Standards

Task C: Self-Evaluation of Town Facilities

Task D: Self-Evaluation of Town's Key Right-Of-Way Assets and Trails

Task E: Public Outreach

Task F: Develop the Transition Plan

Task G: Additional Activities

PROJECT TASKS, SCHEDULE, TIMELINE, STAFF ALLOCATIONS AND BILLING RATES

The Scope of Services are outlined and described in Tasks A, B, C, D, E, F and G.

A project schedule and activities are included in **Table 1: Task, Activities and Timelines**. The project will be completed in seven (7) months or sooner from the notice to proceed.

Tasks, allocated staff and billing rates are included in Table 2: Tasks, Staff and Billing Rates.

TASK A: PROJECT MANAGEMENT AND COORDINATION

DAC shall provide the necessary project coordination, administration, management throughout the project.

DAC will organize planning and orientation meetings to be held via teleconference or virtual video conferencing when appropriate.

DAC will conduct an initial project kickoff meeting or virtual conference call with selected Town staff to clarify roles and lines of communication, refine project goals, review the overall project schedule, schedule surveys of Town facilities and identify key Town personnel related to the project scope. DAC will send a draft agenda prior to the initial kickoff meeting to the designated Town contact for review. A suggested list of attendees will be developed in collaboration with DAC and the Town.

Notes will be collected during the initial meeting and adjustments made to the project work plan as indicated by the Town. A formal kickoff meeting will subsequently be scheduled with the confirmed list of attendees with oversight responsibilities for project activities.

The project methodology is designed to develop a comprehensive plan without placing additional activities and impact upon Town staff. The initial orientation meeting will include an assessment of previous compliance activities and areas of current or potential litigation. The review of compliance activities and high priority areas will assist with the development of an overall project plan.

The review and documentation of prior accessibility initiatives will be conducted and documented to build a more defensible plan to assist the Town to defend litigation challenges.

Related documents will be reviewed and may include, but are not limited to the facility master plans, strategic plans and other related documents.

Progress reports will be issued by DAC in accordance with Town requirements. Invoice requirements and frequency of invoices will be confirmed as directed by the Town.

Deliverables: progress reports, meeting notes and recommendations and action plans.

TASK B: SELF-EVALUATION OF TOWN POLICIES AND STANDARDS

DAC will work with designated Town contacts to gain access to the Town's regulations, policies, standards, programs, and activities for evaluation according to ADA standards and California accessibility requirements. The self-evaluation will include factors for eligibility requirements and participation for persons with disabilities, methods for providing accommodations, effective communication and grievance procedures. The self-evaluation results will also include recommendations for acceptable terminology, and updates to policies that may be inadequate or not established.

As the Town's website has a large repository of documents publicly available, DAC will begin with an extensive review of information offered directly on the Town's website pages, within the Los Gatos Town Codes, and in the Town's online "Document Center" catalogue of folders. The review will first determine if the required information is available, and if so, the review will also include suggested updates or modifications to ensure the policy is compliant and inclusive when needed. If specific policies or regulations are not found, DAC will inquire with Town staff to confirm. When necessary, recommendations will be made to establish compliant policies, procedures, statements and notices.

For example, DAC will evaluate Town policies, procedures and related documents including, but not limited to:

- Grievance procedures and tracking
- Service animals
- Accommodation statements and procedures
- Other power-driven mobility devices
- Accessible seating and ticketing
- Emergency procedures
- Policies for use or lease of Town facilities
- Contracted services
- Construction standards, specifications and details
- Lease and facility use agreements
- Eligibility criteria
- Maintenance of accessible features
- Effective communication
- Auxiliary aids and services
- Social media
- New employee and volunteer training
- Planning and budgeting
- Access to programs, services, activities and events

DAC will review the provision of Town programs, services and activities to determine if there are any discriminatory practices that may deny access for persons with disabilities.

DAC will also evaluate if the Town provides required notices and postings, including but not limited to:

• Identification and contact information for the ADA and/or 504 Coordinator

- Notice of rights and statement of nondiscrimination
- Statement of reasonable accommodation on public notices
- Grievance policy and procedure
- Statement of website accessibility

DAC will also review additional available documents that have impacts on accessibility, such as the Town's Master Plan, Fee Schedules, General Plan, other planning documents and annual budget documents.

As part of the requirements for effective communication, DAC will also perform a comprehensive website accessibility review for compliance with Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, which is the current level of accessibility required for Title II public entities. The evaluation will yield results for the following at minimum:

- Accessibility and compliance with WCAG 2.0 AA and Section 508
- Compatibility with all major web browsers, including Chrome, Firefox, Edge and Safari
- Search engine optimization per Google and Bing guidelines
- Broken links and spelling errors in links
- Usability with assistive technology.
- Missing alternative text in graphics and PDF documents
- Small, difficult to read text fonts

References to WCAG evaluation success criteria are included with noncompliant or incompatibility findings.

Deliverables: Executive summary of findings and recommendations for the self-evaluation; accessibility website review

TASK C: SELF-EVALUATION OF TOWN FACILITIES

DAC will survey and assess the Town buildings, facilities, parking areas, parks and open spaces, public rights-of-way to document accessibility barriers. Data and reports will be reviewed by a CASp certified DAC team member prior to being presented to the Town. The CASp designated team member that will coordinate the inspection team during the facility reviews and conduct quality control reviews will be Michael Boga (CASp-152). Candice Pursch will be the designated Team Leader for the collection of data in the field and will coordinate scheduling and monitoring of DAC team members. Weekly, or as-needed, progress updates will be confirmed and scheduled.

As required by the ADA, the 2010 ADA Standards will be compared with state codes (Title 24 of the California Building Code) and the standard that provides the greater level of accessibility utilized. The accessibility compliance standards and regulations will be applied as appropriate and may include the ADA Standards, Title 24 of the California Building Code, Public Rights-of-Way Accessibility Guidelines, California Manual on Uniform Traffic Control Devices, Caltrans Standards and other applicable federal or state accessibility codes. Cost estimates will be provided as available.

As DAC collects actual measurements of as-is field conditions and records all information, data can be reprocessed if codes change without conducting a re-inspection, thus resulting in a significant savings when codes change and the plan needs to be updated.

Reports will be provided to the Town through DACTrak, an online accessibility management program developed by DAC. Assessments and reports will include a high degree of detail with photographs, code references, cost estimates and GIS information for available exterior areas. The DACTrak software provides the user with the capability to generate reports in multiple formats such as photo and progress reports, summary and chart reports, and compliant items reports. In addition to numerous standard reporting features, DACTrak also offers the user the capability of generating custom reports. The inclusion of photographs showing the asis condition has proven to be valuable assistance to clients in the formulation of the decisions regarding barrier removal priorities. Photographs will be taken for each finding and GIS coordinates for public rights-of-way.

The DACTrak software provides an easy-to-use accessibility management platform that exceeds the ability to

manage the plan by hard copies and binders. Use of the DACTrak software will provide the Town with an additional tool to reprioritize items depending upon the unique and ongoing needs of the Town and public comments during the public input process.

Deliverables: Facility inspections incorporated into DACTrak. DACTrak training will be provided to designated Town staff.

TASK D: SELF-EVALUATION OF TOWN'S KEY RIGHT-OF-WAY ASSETS AND TRAILS

DAC will assess the Town's public trails and selected assets in the Town's public rights-of-way (PROW) for compliance with the ADA and related accessibility standards. DAC will consult with the Town to recommend and determine the areas to be assessed.

DAC uses a comprehensive approach to inspecting accessibility of pedestrian access routes in the public rights-of-way (PROW) and trails. To conduct PROW and trail field assessments, DAC accessibility specialists walk sidewalks and trails to record manual measurements, take photographs and capture GIS coordinates (as applicable for exterior measurements) of the field conditions and enter the information into our DACTrak tablet in the field. Information captured in the field will be uploaded into the DACTrak accessibility management system.

The field survey teams are supervised by a qualified Certified Access Specialist (CASp). Data and reports are also reviewed by a CASp certified team member prior to being presented to the Town.

A facility report for each PROW area and trail surveyed will include detailed areas of deficiency in addition to corrective recommendations and cost estimates. The reports will be presented through DACTrak in an initial priority sort order that can be customized for implementation by the Town. The assessment will include cost estimates to correct deficiencies in accordance with the ADA, Title 24 of the California Building Code, Public Rights of Way Accessibility Guidelines, California Manual on Uniform Traffic Control Devices, or other applicable federal or state accessibility codes such as Outdoor Developed Recreational Standards.

General areas of the PROW inspections for pedestrian routes include but are not limited to the following areas: sidewalks, curb ramps, intersections, crosswalks, street furniture, bus stops and shelters, on-street parking and related items in the pedestrian access route. The following items are included:

Sidewalks

- Sidewalk starting and ending points and length
- GIS location and street markers
- o Width
- Running and cross slope
- Changes in elevation
- Obstructions-into the path of travel and overhead obstructions
- Utilities and mailboxes that may interfere with the pedestrian route
- o Gratings

Curb Ramps

- Location including GIS
- Curb ramp type
- Curb ramp material
- o Ramp run
- Ramp width
- Side flares
- Slope and cross slope
- o Finish
- Contained in crosswalk
- Detectable warnings
- Top & bottom ramp
- o Gutter
- Changes in elevation to bottom ramp
- Contains water

- Crosswalks and Mid-block crossings
 - Width
 - Slope
 - Detectable warnings
 - o Pedestrian head
- Intersections
 - GIS location and cross streets
 - Pedestrian signal controls and indicators
- Medians and Islands
- Roundabouts
- Trails
- Parks
- Open Space
- Bus stops and shelters
 - o Type
 - o Length and width
 - o Boarding pad-length, width, slope and vertical clearance
 - o Accessible route to shelter-slope, cross slope, width
 - o Clear floor space-length, width, slope, located in shelter
 - Signage
 - o Amenities accessible-trash cans, literature, information
- Benches and Street Furniture

Deliverables: Deliverables: Facility inspections incorporated into DACTrak. DACTrak training will be provided to designated Town staff.

TASK E: PUBLIC OUTREACH

DAC will advise the Town on methods to advertise for public input and solicit input into the transition plan. DAC will lead a process for interested persons, including individuals with disabilities and organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments. The process may include hard copy and online surveys, community workshops, or other outreach methods as appropriate for the Town. Since a public outreach meeting is not required by the ADA, DAC can suggest public outreach activities that will satisfy the opportunities for public input requirements of the ADA and encourage community response, such as online and hard copy surveys. Two (2) virtual meetings for the Town council and two (2) public virtual meetings.

The process of providing opportunity for public input is designed to help ensure that the Town is successful in receiving information that will assist the Town to implement the transition plan, ensuring that the needs of the community are incorporated. Surveys will be developed for the Town to collect input from members of the community and visitors to the Town, area organizations that provide services to residents with disabilities, and from Town staff.

Surveys will be made available in multiple formats including online surveys, fillable PDF, Word documents and hard copies. The methods used for advertising the opportunities for public input will be customized for the Town to ensure that established procedures for collecting public input are followed at a minimum. Methods of advertising may include news banners on the Town's website, posts on the Town's social media accounts, an advertisement place in a local newspaper, and hard copies of the public notice displayed in public areas, such as Town Hall, community centers and libraries.

As public input is received, DAC will compile the results and include the comments in the Executive Summary provided to the Town. Input that is appropriate for the provision of programs, services and activities will be integrated into the plan. Public and staff input regarding access to facilities and barriers will assist in the development of the transition plan by assisting with the priorities and schedule for the removal of barriers.

Deliverables: Hard copy and digital surveys, notices, announcements, and a summary of public and staff comments.

TASK F: DEVELOP THE TRANSITION PLAN

Upon completion of the field assessments, DAC will present the transition plan and findings to the Town by providing login access to the DACTrak Accessibility Management software program for Town staff. DACTrak will allow Town users to generate reports in multiple formats, including PDF, Excel, KMZ and ESRI Shapefile. There are no maintenance or storage fees associated with use of the DACTrak software.

The transition plan reports provided through DACTrak will include an initial prioritization, however using the tools in DACTrak, the Town users will have the ability to customize the transition plan implementation schedule and priorities, using multiple options and criteria for mitigating barriers. The tools in DACTrak will allow the Town to create a schedule for repair, that can be adjusted as often as needed.

DACTrak is an online software program that is accessed through a web browser. There are no files or programs to download or install on the Town's computers or servers. DAC performs all maintenance and updates to the software, so there is no burden on the Town's IT staff to provide support to the DACTrak users. All support is provided by DAC.

Using DACTrak, Town staff will have the ability to view and generate multiple styles of reports for all buildings, facilities, parks, trails and public rights-of-way assessed, as well as export reports in several file types, including PDF, Excel, KML and Shapefiles. DACTrak report styles include very detailed reports as well as summary reports by facility or category to help identify and prioritize barriers, establish solutions that may apply to many locations Town-wide to assist with purchasing, and estimate probable costs for corrections.

For reports that contain exterior findings where GIS coordinates can be captured, such as sidewalks and curb ramps, the DACTrak online accessibility management software provides the Town with several ways to view the resulting reports on a map following the processing of the data collected during the field inspections. As DAC collects GIS location information for each element in the public right-of-way, data can be viewed in a map directly in the DACTrak software, as well as exported to popular map file types, including KML for viewing and managing on Google Earth and ESRI Shapefile for viewing and managing with ArcMap or other ESRI program. DACTrak provides users with several map style options and customizations, including maps that simply identify the location of each noncompliant finding, to "heat maps" that identify clusters of noncompliant findings for specific areas with color coded icons that indicate the number of noncompliant findings at a specific location.

When exporting public right-of-way data from DACTrak into a KML or Shapefile from any map style, all information associated with the finding is included, such as the reason the item is not compliant, the recommended method to remove the barrier, state and federal code references applicable to the barrier, a photograph of the item and any notes that are recorded about the element and implementation for the transition plan. Reports for public rights-of-way can also be viewed in PDF and Excel file formats, in addition to KML and ESRI Shapefile.

While the Town may present the completed ADA self-evaluation and transition plan to Town Council as an informational update on the project, it is not required or recommended that the plan be approved or adopted by Council as projected dates of barrier may need to change to align with future projects or Town priorities.

Additionally, since the data in the field is collected using our DACTrak software and exported daily for processing by our DACTrak server engines, the report data is available for editing by our Quality Control team as soon as each facility survey is completed each day. This ensures a very prompt turnaround time for the deliverables to be available to the Town. Since deliverables are provided to Town staff via logins to the DACTrak online software, there is no additional wait time for printing, binding, packaging and shipping hard copies of reports. Project deliverables are available instantly upon logging in to DACTrak. Because of the preplanning and flexible scheduling for our projects as well as our DACTrak software to collect data and provide reports, we can provide of our clients with deliverables within established project deadlines.

Staff training and support regarding the use of the DACTrak Accessibility Management System is currently included in Task F and Task G at no cost.

The DACTrak software and reports will provide the Town with the remaining three requirements:

- Identification of physical barriers in the Town's surveyed facilities that limit access to its programs or activities for individuals with disabilities;
- Detailed descriptions of the recommended methods and estimated costs to make the facilities accessible. The DACTrak management tools can also be used to identify the responsible party for structural modifications in the case of leased sites;
- The required schedule for removing the barriers is completed in collaboration with the Town. It is reasonable to assume that the Town's schedule of barrier removal will include work to be performed over multiple years, therefore the transition plan should include an estimated annual projection for barrier removal activities. The DACTrak software tools will offer the Town an ongoing method to manage and adjust the implementation plans.

Deliverables: Transition plan of physical barriers with noncompliant findings and recommendations for barrier removal.

TASK G: ADDITIONAL ACTIVITIES

As the Town has noted it the RFQ, additional services (TASK G) may be requested by the Town in addition to Task A, B, C, D, E and F and may include staff training, plan reviews, additional consultation and other activities as requested by the Town and agreed to by DAC.

Training activities for managers, supervisors, administrative staff and support staff may include:

- Roles and Responsibilities of the ADA Coordinator
- ADA Roles and Responsibilities for Front Line Staff
- ADA Roles and Responsibilities for Executive and Management Staff
- Maintenance of Accessible Facilities
- Maintenance of Accessible Public Rights-of-Way
- Using and maintaining the database
- Using and maintaining the project map
- Monitoring and updating the ADA self-evaluation and transition plan;
- Development of internal procedures for granting exemptions for Town projects.

Several of the optional training topics noted that the Town may are included in the scope of services and will be provided at no additional cost. Training at no cost includes:

- Using and maintaining the database included with the DACTrak training
- Using and maintaining the project map included with the DACTrak training
- Monitoring and updating the ADA self-evaluation and transition plan is included with DACTrak training

Training Topic	Course Description and Notes	Cost
Accessibility	Requirements for ADA and Section 504 compliance, including	
standards and	programmatic and facility accessibility requirements.	
regulations	• 4-to-6-hour course	\$1,000
Performing field	Training regarding data collection in the field	
inspections	Includes classroom and field training.	\$2,400
	2 days depending on staff backgrounds and prior experience	per day
Procedures for	Course would be interactive and include an examination of existing	
granting	processes and procedures to refine current system and recommend or	
exemptions for	develop enhanced processes.	
Town projects	• 2-to 3-hour course.	\$500

Deliverables: deliverables may vary depending upon the additional activities selected by the Town. Curriculum and training materials would be included with staff training.

TOWN STAFF TIME

DAC's methodology for the Town's ADA Self-evaluation and Transition Plan is designed to require minimal Town staff time and resources. DAC does not require any office space, equipment or supplies. Based on experience and knowledge of the accessibility field and best practices, DAC continues to develop innovative methodologies, easy to use ADA management tools, and proven, successful strategies for evaluating programs, services, activities, events, facilities, parks and public rights-of-way.

Project Coordination

The methodology for scheduling, coordination of project, policy reviews and the analysis of programs, services and activities will be confirmed at the kickoff and planning meeting with DAC and Town staff. Involvement of Town staff will be needed to review the draft agenda for the initial start-up meeting, recommend any changes and participate in the start-up meeting.

Policies, Procedures, Programs and Services

DAC will need access to the Town's policies, procedures, ordinances, memorandums of understanding, planning and budgeting documents and related items that pertain to the administration of programs, services and activities and may require minimal staff time.

Field Surveys

As is the case with most public entities, due to the limited Town staff availability it is the intent of DAC to conduct the surveys as minimal impact on Town staff as possible. Surveys requiring Town staff assistance, such as secure, locked or alarmed areas, will be coordinated through the Town's designated contacts, and will be scheduled in a way that minimizes the impact to the regular workloads of the applicable staff members. The flexible scheduling also allows for continued efficiency of the survey process, so that there is no delay between the completion of one facility survey and the start of the next survey and allows for the anticipated survey plans to be altered quickly when unforeseen circumstances arise, such as rain prohibiting the planned survey of a park. In these situations, our survey staff would proceed to an available facility.

Data Collection and Management

DACTrak, an online accessibility management program was developed by DAC for the purpose of easy and useful importing and management of the accessibility data collected in the field. DACTrak is interactive online software and is not an enhanced excel spread sheet. The ability to collect, compile, analyze and use report data in a practical format was one of the driving forces to develop the DACTrak intake and management software.

Town staff will be provided training by DAC regarding the use of DACTrak to manage, update and implement the Town's transition plan.

During the DACTrak training, selected Town staff will be instructed regarding the methods to manage the Town's ADA Transition Plan. The transition plan data and reports provided through DACTrak will identify structural accessibility barriers, to help the Town prioritize and schedule the removal of identified barriers to develop a manageable transition plan.

Town staff will need to provide input into the timelines and estimated dates to be entered into the Transition Plan as DAC cannot unilaterally enter the dates that the Town plans to remediate the barriers without collaboration.

Public Outreach and Staff Input

DAC will provide the Town with proposed methodologies for review and comments regarding public outreach activities that may include surveys for the public and organizations that assist persons with disabilities. Staff input and approval will be needed regarding the proposed methods and sample documents provided by DAC.

Assistance will be needed regarding the dissemination of information regarding the notices to be placed on the website and posted selected Town publications and newsletters or in the local newspaper.

DAC compiles the surveys and the information collected during the public outreach portion of the project and staff surveys and input. The information is integrated into the Town of Los Gatos ADA/504 Self-evaluation and Transition Plan Executive Summary.

TABLE 1: TASKS, ACTIVITIES AND TIMELINES

Key tasks, activities and timelines are outlined in **TABLE 1** below. Timelines are represented in months.

As indicated the project timeframe is 7 months or less.

TASK	MONTH	1	2	3	4	5	6	7
Α	Project Management and Coordination							
	Initial planning, orientation meeting, schedules							
	Review documents, prior activities							
	Overall progress reports, coordination activities							
В	Self-evaluation of Town Policies and Standards							
	Evaluation of Town policies, programs and services							
	Review of related documents and plans							
С	Self-evaluation of Town Facilities							
	Inspections by DAC of Town facilities							
	Town review of sample of draft reports completed							
	Report comments integrated as indicated							
	Inspections completed							
D	Self-evaluation of Key Rights-of-Way and Trails							
	Inspections by DAC of public rights-of-ways and trails							
	Reports issued in DACTrak							
E	Public Outreach							
	Methods for public outreach and staff input confirmed							
	Staff input							
	Public outreach conducted							
	Outreach and input comments compiled							
	Comments integrated into executive summary							
F	Develop Transition Plan							
	Priority methodology confirmed							
	Estimated dates of barrier removal into DACTrak							
	Draft of Transition Plan							
	Final Transition Plan							
G	Additional Activities (as requested throughout project)							

TABLE 2: TASKS, STAFF AND BILLING RATES

Tasks, allocated staff and billing rates are included in Table 2: Task and Budget Worksheet (attached).

TASK AND BUDGET WORKSHEET- DISABILITY ACCESS CONSULTANTS LLC Town of Los Gatos Americans with Disabilities Act Self-Evaluation and Transition Plan STAFF POSITIONS AND BILLING RATES Asst Director of Field TASKS Administrative Project Project Team Accessibility CASp Manager Services Leader Specialists IT Director Manager Cost \$100 \$110 \$90 \$65 \$90 \$75 \$0 (\$) TASK A - Project Management and Coordination 1. Project Management 4 12 \$ 4,120 24 2. Coordination 24 5 560 16 4 8 8 20 9,680 Subtotal Task A 40 24 Λ TASK B - Self-evaluation of Town Policies and Standards 8,270 1. Review of programs, services, activities 40 4 54 2. Review of City's policies, procedures and practices 3,680 16 4 24 \$ 11,950 Subtotal Task B 56 0 78 0 O \$ 8 0 TASK C - Self-Evaluation of Town Facilities Survey and assessment of Town's, facilities, parking, parks and open space 4 80 400 20 \$ 39,460 2. CASp review, quality control and reports 20 4 2,260 Subtotal Task C 40 0 80 400 O \$ 41,720 0 TASK D - Self-Evaluation of Town's Key Right-of-Way Assets and Trails Survey and assessment of Town's Public Right's-of-Way and Trails 24 4 90 450 44,510 CASp review, quality control and reports 24 4 2.660 \$ Subtotal Task D 48 450 47,170 0 90 \$ TASK E - Public Outreach Surveys from community members, area organizations that serve individuals with disabilities and Town staff 20 20 3,860 2. Two (2) virtual public meetings and two (2) virtual council meetings 24 4 20 \$ 4.300 Subtotal Task E 44 0 8 40 0 0 0 \$ 8,160 TASK F -Development of Transition Plan 1. Plan Development 14 4 18 24 3,070 One (1) virtual city council presentation 6 4 6 1,410 Subtotal Task F 4,480 20 24 0 n 24 \$ 8 TASK G - Additional Activities 1. Using and maintaining database (DACTrak): Included \$ _ Using and maintaining the project map (DACTrak): Included \$ 3. Monitoring and updating the ADA Self-Evaluation and Transition Plan: Included \$ 4. Applicable Gov't codes, statutes and regulations \$ 1,000 5. Performing Field Inspections (\$2400/day) - 2 Days 4,800 6. Internal procedures for granting exemptions 500 Accesssibilty plan reviews 8. Other activities as assigned Subtotal Task G 0 0 0 0 6,300 **Contingency Funds/Services** 1. TBD **Subtotal Contingency Funds/Services TOTALS** 160 96 44 150 194 850 24 129,460 TASK Total \$ 9,680 Α В \$ 11,950 С \$ 41,720 D \$ 47,170 Ε \$ 8,160 F 4,480 \$ G \$ 6,300 Contingency Total \$ 129,460

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on	_(<mark>DATE</mark>) by and between TOWN
OF LOS GATOS, a California municipal corporation, ("Town") and	Disability Access Consultants,
LLC, ("Consultant"), whose address is 2862 Olive Highway, Suite	D, Oroville, CA 95966. This
Agreement is made with reference to the following facts.	

I. RECITALS

- 1.1 The Town desire to engage Consultant to provide ADA Transition Plan.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement.
 Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 <u>Scope of Services</u>. Consultant shall provide services as described in that certain <u>Scope of Services proposal</u> sent to the Town on <u>March 8, 2021</u>, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from _____ to <u>June 31</u>,
 2022. Consultant shall perform the services described in this agreement as follows:
 (Refer to Scope of Services in Exhibit A.)
- 2.3 <u>Compliance with Laws</u>. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 <u>Sole Responsibility</u>. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 <u>Information/Report Handling</u>. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and

the Consultant shall not make any of the these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 <u>Compensation</u>. Compensation for Consultant's professional services **shall not exceed \$129,460**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 <u>Billing</u>. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos Attn: Accounts Payable P.O. Box 655 Los Gatos, CA 95031-0655

- 2.8 <u>Availability of Records</u>. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 <u>Assignability and Subcontracting</u>. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under

this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all

- certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 <u>All Coverages</u>. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 <u>Workers' Compensation</u>. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 <u>Indemnification</u>. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 <u>Waiver</u>. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 <u>Governing Law</u>. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 <u>Termination of Agreement</u>. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 <u>Amendment</u>. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 <u>Disputes</u>. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 <u>Notices</u>. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos Attn: Town Clerk 110 E. Main Street Los Gatos, CA 95030 Disability Access Consultants, LLC Attn: Barbara Thorpe 2862 Olive Highway, Suite D Oroville, CA 95966

- or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.
- 4.7 <u>Order of Precedence</u>. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 <u>Entire Agreement</u>. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

N WITNESS WHEREOF, the Town and Consultant have executed this Agreement.						
Town of Los Gatos by:	Consultant, by:					
Laurel Prevetti, Town Manager						
Recommended by:						
Matt Morley, Parks & Public Works Director	Printed Name and Title					
Approved as to Form:						
Robert Schultz, Town Attorney						
Attest:						
Shelley Neis, MMC, CPMC, Town Clerk						



MEETING DATE: 3/16/2021

ITEM NO: 6

DATE: March 11, 2021

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Increase Project Contingency to 30 Percent of the Contract Award Amounts

and Authorize Staff to Execute Future Change Orders for the FY2020/21 Street Repair and Resurfacing (CIP No. 811-9901), FY2020/21 Curb, Gutter, and Sidewalk Maintenance (CIP No. 813-9921), and 24 Percent for the Smart Signals Field Improvements (CIP No. 813-0227, Traffic Signal Modernization)

RECOMMENDATION:

Staff recommends that the Town Council increase project contingency to 30 percent of the contract award amounts and authorize staff to execute future change orders for the FY2020/21 Street Repair and Resurfacing (CIP No. 811-9901), FY2020/21 Curb, Gutter, and Sidewalk Maintenance (CIP No. 813-9921), and 24 percent for the Smart Signals Field Improvements (CIP No. 813-0227, Traffic Signal Modernization).

BACKGROUND:

The adopted Fiscal Year (FY) 2020/21-2024/25 Capital Improvement Program (CIP) Budget designates funding for the annual Street Repair and Resurfacing (CIP No. 811-9901), annual Curb, Gutter, and Sidewalk Maintenance (CIP No. 813-9921), and Smart Signals Field Improvements (CIP No. 813-0227, Traffic Signal Modernization).

On February 2, 2021, the Town Council approved the plans and specifications for the FY2020/21 Street Repair and Resurfacing; and authorized the Town Manager to advertised the project for public bid and award a construction contract not to exceed \$4,763,000, including contingencies and change orders (ten percent of the contract amount). Council also approved the plans and specifications for the FY2020/21 Curb, Gutter, and Sidewalk Maintenance; and authorized the Town Manager to advertise the project for public bid and award a construction contract not to exceed \$771,000, including contingencies (ten percent of the contract amount).

PREPARED BY: WooJae Kim

Town Engineer

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

PAGE **2** OF **6**

SUBJECT: Increase Project Contingency to 30 Percent of the Contract Award Amounts and

Authorize Staff to Execute Future Change Orders for the FY2020/21 Street Repair and Resurfacing (CIP No. 811-9901), FY2020/21 Curb, Gutter, and Sidewalk Maintenance (CIP No. 813-9921), and 24 Percent for the Smart Signals

Field Improvements (CIP No. 813-0227, Traffic Signal Modernization)

DATE: March 11, 2021

BACKGROUND (continued):

On January 19, 2021, the Town Council approved the plans and specifications for the Smart Signals Field Improvements; and authorized the Town Manager to advertised the project for public bid and award a construction contract not to exceed \$750,000, including contingencies (ten percent of the contract amount). The Traffic Signal Modernization project is largely funded through grants from the Metropolitan Transportation Commission (MTC) and Santa Clara Valley Transportation Authority (VTA), with local match funds from the Traffic Impact Mitigation Fund. The field improvements portion of the Traffic Signal Modernization is funded through the Traffic Impact Mitigation Fund.

Staff typically requests construction agreement amounts with authority to staff to issue up to ten percent of the contract amount for future change orders for unanticipated or anticipated additional work. Where extenuating circumstances exist, staff may request higher contingencies.

DISCUSSION:

On February 18, 2021, the Town received six bids for the Smart Signals Field Improvements. Below is the bid summary:

Project	No. of Bids	Bid Range	Bid Average	Engineer's Estimate without Contingency	Council Authorized Award Amount, including 10% for Change Orders
Smart Signals Field Improvements	6	\$603,975 - \$976,583	\$791,834	\$655,000	\$750,000

The lowest responsible bid was from St. Francis Electric, who is also the Town's vendor for streetlights and signals maintenance. St. Francis Electric is closely familiar with the Town's existing traffic signal infrastructure. The second lowest bidder had a price of \$694,807.

Staff recommends that Council authorize staff to issue future change orders up to 24% of the contract amount for this project to take advantage of low prices from St. Francis Electric, while adhering strictly to the construction agreement amount not to exceed \$750,000 as authorized

PAGE **3** OF **6**

SUBJECT: Increase Project Contingency to 30 Percent of the Contract Award Amounts and

Authorize Staff to Execute Future Change Orders for the FY2020/21 Street Repair and Resurfacing (CIP No. 811-9901), FY2020/21 Curb, Gutter, and Sidewalk Maintenance (CIP No. 813-9921), and 24 Percent for the Smart Signals

Field Improvements (CIP No. 813-0227, Traffic Signal Modernization)

DATE: March 11, 2021

DISCUSSION (continued):

by Council. The additional improvements, especially associated with the traffic signal video detection system at intersections, would allow for a more robust and comprehensive Smart Signals network.

On February 25, 2021, the Town received bids from eight contractors for the FY2020/21 Curb, Gutter, and Sidewalk Maintenance project. The Town also received four bids for the FY2020/21 Street Repair and Resurfacing on March 2, 2021 project. The bid pricing was very competitive. Below is a bid summary with the lowest bids in bold:

FY2020/21 Projects	No. of Bids	Bid Range	Bid Average	Engineer's Estimate without Contingency	Council Authorized Award Amount, including 10% for Change Orders
Curb, Gutter, & Sidewalk Maintenance	8	\$417,130 - \$634,318	\$495,291	\$625,000	\$771,000
Street Repair and Resurfacing	4	\$3,134,344 - \$3,481,481	\$3,306,916	\$3,750,000	\$4,763,000

This year's lowest responsible bid for the Curb, Gutter, and Sidewalk Maintenance project is from Villalobos and Associates, and Pavement Coatings for the Street Repair and Resurfacing project. The Town has satisfactorily completed past projects with both contractors. The average bid prices this year for both projects are noticeably lower compared to past years. Engineer's Estimates are based on past year averages with escalation added. Staff took a conservative approach in creating the Engineer's Estimate due to uncertain market conditions from the continuing COVID-19 pandemic. Also, low bid costs can be attributed to advertising bids early in the year.

Staff is recommending that Council authorize the increase of the change order authority from ten percent to 30 percent for staff to take full advantage of the lower unit costs this year and increase the amount of work that can be done within the budgeted funds.

Staff will conduct project outreach via social media platforms and distribute project notifications to inform the affected communities of the upcoming projects throughout the Town.

PAGE **4** OF **6**

SUBJECT: Increase Project Contingency to 30 Percent of the Contract Award Amounts and

Authorize Staff to Execute Future Change Orders for the FY2020/21 Street Repair and Resurfacing (CIP No. 811-9901), FY2020/21 Curb, Gutter, and Sidewalk Maintenance (CIP No. 813-9921), and 24 Percent for the Smart Signals

Field Improvements (CIP No. 813-0227, Traffic Signal Modernization)

DATE: March 11, 2021

CONCLUSION:

Approval of the recommendation allows staff to work with this year's low bid contractors to do more work throughout the Town within the budgeted fund for the FY2020/21 Street Repair and Resurfacing (CIP No. 811-9901), FY2020/21 Curb, Gutter, and Sidewalk Maintenance (CIP No. 813-9921), and Smart Signals Field Improvements (CIP No. 813-0227, Traffic Signal Modernization).

COORDINATION:

This project has been coordinated with the Finance Department.

FISCAL IMPACT:

Funds for the increased costs are available in the respective project budgets. Remaining project fund balances shall be carried forward to the next fiscal year.

Street Repair and Resurfacing (CIP No. 811-9901)					
		Budget	Costs		
GFAR	\$	2,303,024			
Gas Tax	\$	1,242,352			
Winchester Class IV Bikeway	\$	842,917			
Proposed Cost Share – City of Monte Sereno	\$	334,000			
Reduction for Prior Cost Share Agreements	\$	(78,339)			
Total Project Budget	\$	4,643,954			
Construction (Base and Alternate Bid Items)			\$3,134,344		
Contingency (30%)			\$940,303		
Material Testing			\$30,000		
Pavement Condition Survey			\$30,000		
Temporary Staff Costs			\$15,000		
Other Project Related Costs			\$6,000		
Project Costs			\$4,155,647		
Available Balance			\$ 488,307		

PAGE **5** OF **6**

SUBJECT: Increase Project Contingency to 30 Percent of the Contract Award Amounts and Authorize Staff to Execute Future Change Orders for the FY2020/21 Street Repair and Resurfacing (CIP No. 811-9901), FY2020/21 Curb, Gutter, and Sidewalk Maintenance (CIP No. 813-9921), and 24 Percent for the Smart Signals Field Improvements (CIP No. 813-0227, Traffic Signal Modernization)

DATE: March 11, 2021

FISCAL IMPACT (continued):

Curb, Gutter, and Sidewalk Maintenance (CIP No. 813-9921)					
	Budget	Costs			
GFAR	\$745,992				
Cost Share Agreement – Monte Sereno	\$66,000				
Total Project Budget	\$811,992				
Construction (Base and Alternate Bid Items)		\$417,130			
Contingency (30%)		\$125,139			
Material Testing		\$30,000			
Temporary Staff Costs		\$7,000			
Other Project Related Costs		\$4,000			
Project Costs Committed		\$583,269			
Available Balance		\$228,723			

Traffic Signal Modernization (CIP No. 813-0227)						
	Budget	Costs				
Grant Fund	\$1,826,400					
Traffic Mitigation	\$1,103,289					
Total Project Budget	\$2,929,689					
Construction (Base and Alternate Bid Items)		\$603,975				
Contingency (24%)		\$144,954				
ATCS-ATMS Vendor (Econolite)		\$581,649				
Project Management (W-Trans)		\$200,000				
Design of Field Element (Iteris)		\$135,390				
Staff Costs		\$200,000				
Misc. Prior Year Expenditures		\$ 76,523				
Project Costs Committed		\$1,942,491				
Available Balance		\$ 987,198				

PAGE 6 OF 6

SUBJECT: Increase Project Contingency to 30 Percent of the Contract Award Amounts and

Authorize Staff to Execute Future Change Orders for the FY2020/21 Street Repair and Resurfacing (CIP No. 811-9901), FY2020/21 Curb, Gutter, and Sidewalk Maintenance (CIP No. 813-9921), and 24 Percent for the Smart Signals

Field Improvements (CIP No. 813-0227, Traffic Signal Modernization)

DATE: March 11, 2021

ENVIRONMENTAL ASSESSMENT:

These are projects defined under CEQA as being Categorically Exempt [Section 15301(c) Existing streets, sidewalks, trails and similar facilities]. Notice of Exemptions have been recorded with the County.



MEETING DATE: 03/16/2021

ITEM NO: 7

DATE: March 10, 2021

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Stormwater Master Plan Project (CIP No. 816-0413):

 Approve a Budget Transfer from Stormwater System – Pollution Prevention Compliance (CIP No. 816-0414) in the Amount of \$12,000

b. Authorize a Change Order to NCE Consultants in the Amount of \$12,000 for Additional Stormwater Master Plan Engineering

RECOMMENDATION:

Staff recommends that the Town Council authorize the following actions for the Stormwater Master Plan Project (CIP No. 816-0413):

- a. Approve a budget transfer from Stormwater System Pollution Prevention Compliance (CIP No. 816-0414) project in the amount of \$12,000.
- b. Authorize a Change Order to Nichols Consulting Engineers in the amount of \$12,000 for Additional Stormwater Master Plan Engineering.

BACKGROUND:

On January 21, 2020, the Town Council approved a Consultant Agreement with Nichols Consulting Engineers in the amount of \$200,000 for the development of a Stormwater Master Plan.

DISCUSSION:

Nichols Consulting Engineers has been conducting an assessment of the Town's stormwater system with a focus on identifying projects that the Town may want to consider to reduce flooding risk and improve storm drain infrastructure. Several areas have been identified with the potential for scaled solutions. Additional funding will provide for the development of multiple alternatives for several locations, allowing the Town options in developing future capital improvement projects.

PREPARED BY: Matt Morley

Parks and Public Works Director

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

PAGE **2** OF **2**

SUBJECT: Stormwater Master Plan Change Order Authorization

DATE: March 8, 2021

CONCLUSION:

The recommended actions will provide the funds to identify additional options for future projects.

COORDINATION:

This project was coordinated with the Finance Department.

FISCAL IMPACT:

Stormwater Master Plan			
Project 816-0413			
	Budget	Costs	
GFAR	\$230,000		
Transfer from Stormwater System - Pollution Prevention Compliance	\$12,000		
Total Budget	\$242,000		
NCE Consultants Change Order		\$12,000	
Prior Encumbrances + Expenditures		\$219,985	
Total Expenditures		\$231,985	
Remaining Budget		\$10,015	

ENVIRONMENTAL ASSESSMENT:

This is not a project as defined under CEQA and no environmental review is required.

Attachment:

1. Original Contract Agreement with Nichols Consulting Engineers

AGR 20.019	es es
IHH	-

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on January 21, 2020 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Nichols Consulting Engineers, ("Consultant"), whose address is 501 Canal Blvd., Suite 1, Richmond, CA 94804. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide engineering/planning services for the Town's Stormwater Master Plan.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 <u>Scope of Services</u>. Consultant shall provide services as described in that certain Proposal sent to the Town, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 <u>Term and Time of Performance</u>. This contract will remain in effect from date of execution to June 30, 2022. Consultant shall perform the services described in this agreement as listed in Exhibit A.
- 2.3 <u>Compliance with Laws</u>. The Consultant shall apply the reasonable standard of care to comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 <u>Sole Responsibility</u>. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 <u>Information/Report Handling</u>. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services

pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of the these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 <u>Compensation</u>. Compensation for Consultant's professional services **shall not exceed \$199,985**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 <u>Billing</u>. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos Attn: Accounts Payable P.O. Box 655 Los Gatos, CA 95031-0655

- 2.8 <u>Availability of Records</u>. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 <u>Assignability and Subcontracting</u>. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 <u>Independent Contractor</u>. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to

testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 <u>All Coverages</u>. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 <u>Workers' Compensation</u>. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

Agreement for Consultant Services – Nichols Consulting Engineers Stormwater Master Plan

3.4 <u>Indemnification</u>. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work to the extent cause by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. In no event shall the cost to defend charged to the Consultant exceed the Consultants proportionate percentage of fault.

IV. GENERAL TERMS

- 4.1 <u>Waiver</u>. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 <u>Governing Law</u>. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 <u>Termination of Agreement</u>. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 <u>Amendment</u>. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 <u>Disputes</u>. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 <u>Notices</u>. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos Attn: Town Clerk 110 E. Main Street Los Gatos, CA 95030

Nichols Consulting 501 Canal Blvd., Suite 1 Richmond, CA 94804

- or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.
- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 <u>Entire Agreement</u>. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

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

Town of Los Gatos by:

Consultant, by:

Laurel Prevetti, Town Manager

Recommended by:

Matt Morley, Director of Parks and Public Works

Approved as to Form:

Robert Schultz, Town Attorney

Attest:



AGREEMENT ROUTING SHEET (FOR INTERNAL USE ONLY)

					MIA		
Initiating Departm	ent:	PPW	Contact Name/F	Phone:	M. Morley/L.	Petersen x577	3
Agreement Title:	eement Title: Agreement for Consultant Services				140		
Term of Agreeme	nt: From	upon execution	TM recid To 6	5/30/22			
Date Approved By Council:		1/21/20	1tem or Resoluti	on #:	8	1.00	
Vendor Name:		Nichols Consultir	ng Engineers		Vendor #:	2829	
Vendor Email:		ajadkowski@ncene	t.com Vendor Phone:		510-215-36	20	_
Vendor Contact:		AndreJadkou	NSKE				
Business License #	*		1/23/20 Expiration Date:		12/31/20)	
Insurance (IHH) #:		IHH:19.318	Expiration Date:		5/17/20		
Insurance	waiver red	quested (a completed R	Release of Liability is atta	ached)			
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Vendor Agreem		Sole Source		L			
Amount of Agreen	nent: V	ΓE \$199,985 /	Program and Acc	count #:	411-816-0	413-82303	_
Funds Budgeted					em, will be absor	bed	_
Budget adjustment	requested	in Town Council staff repor	t Mid-year adjustr	nent reque	sted		
Routing		Action(s	s)	Da	ate Completed	Signature	
1. Clerk 2. 3. 4.	Verify attac Verify no au Verify Insura				0.3.50	00	
2. Finance 2. 3.	Confirm con Verify Purch	cal Impact budget and intract amount agrees with Conasing Policy Compliance (Bioment Terms NET 30)	puncil approval approval puncil approval ap	RFP	2/7/20	М	
3. Attorney		urance Waiver Sign Agreement		2	2/12/20	era	
4. Assistant Town 1.	Review Agre			,	2/5/20	an	
5. Town Manager 1.	Review and	Sign Agreement			2-14-20	ist	
6. Clerk 2. I	Laserfiche w	rfiche and file agreement vill email department pdf of s ent to vendor)	signed agreement (Departme	nt			



Agreement Narrative:

If your agreement has gone before the Town Council for approval, please reference that fact and include a very brief description of the purpose of the agreement. Identify bids/business purpose for vendor selection/RFP/Sole Source. If hourly rate please identify how cost was determined. If your agreement has not gone to the Town Council for approval, include a discussion of the purpose of the agreement, how the Town's purchasing procedures were followed, and any special instructions.

The 2019/20-2023/24 CIP Budget includes funds for consultant development of a Town-wide Stormwater Master Plan. This master plan will provide the Town with the necessary tools and capital improvement projects to address flood management and water quality within the Town's drainage system.

Please insert narrative here:

date

The Town advertised a request for proposals for consultant services for the Stormwater Master Plan on 8/27/19 and received four proposals on the due date of 9/30/19. Proposals were received from NCE, WEMF, BKF and Schaaf and Wheeler. Following the interviews, NCE was deemed the most qualified to complete the work.

As required by the public contracts code, the Town negotiated a scope and cost for the project with NCE. The total cost for the work will be \$199,985.

PPW is targeting 2/18 for vendor to beginwork due to upcoming budget discussions with Council. Vendor will provide us with budget info for the Town's Storm water system

Department Checklist (to be completed by originating department):

/	Agreement Signed by Vendor:
√	List Exhibits/Attachments with Title(s): Exhibit A: Proposal
$\overline{}$	Copy of insurance certificates or Release of Liability
	Originals of bonds issued for contract
√	First page of Town Council report
√	Scope of work aligns to Council Report and contractor proposal/exhibits
	DIR#: n/a
	Date Project Awarded:
	Date Staff submitted Project to DIR:
	Project #

Standard Agreement

NCE has reviewed the Town's agreement for consultant services provided. After careful consideration, we would appreciate the opportunity to discuss the changes noted below. The proposed indemnification changes are requested to meet the requirements of SB496.

Agreement Article Number, Name: Article 2.3, Compliance with Laws

Proposed Change: The Consultant shall apply the reasonable standard of care to comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

Reason for Change: This addition is requested because there should be a measurable and reasonable standard of care applied to all the work provided by a professional complying with the common law standard.

Agreement Article Number, Name: Article 3.4, Indemnification

Proposed Change: The Consultant shall save, keep, hold harmless and indemnify and reimburse the apportioned costs to defend the Town its officers, agent, employees and volunteers from all <u>pure economic</u> damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by to the extent caused by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. In no event shall the cost to defend charged to the Consultant exceed the Consultants proportionate percentage of fault.

Reason for Change: The addition of "reimburse the apportioned costs to" is requested to reflect the requirements of California case law due to the Crawford and CH2MHill decisions that required the engineer to defend upfront for all causes of action even if they weren't found liable, the language is needed to clarify an equitable apportionment of the costs specifically due to the contractor's negligence. Professional liability insurance will reimburse the costs attributable to the contractor's negligence, but does not pay for defense upfront. In addition, CA SB496 limits the "duty to defend" to the comparative fault of the professional in private and public contracts and is required to be in effect after 1/1/2018 amending CA Civil Code 2782.8(a).

The addition of "pure economic" is requested because the Consultant should only be responsible for the pure economic damages as those are the only ones that could be reasonably estimated or foreseen, which appropriately apportions risk.

The removal of "which may be occasioned by" and replacement with "to the extent caused by" is requested because the Consultant should only be responsible for those claims that have been proven to be a result of their negligence or willful misconduct per CA SB496 that requires comparative fault and is required to be in effect after 1/1/2018 amending CA Civil Code 2782.8(a).

The addition of "In no event shall the cost to defend charged to the Consultant exceed the Consultants proportionate percentage of fault" is requested to add language required by CA SB496 that requires comparative fault and is required to be in effect after 1/1/2018 amending CA Civil Code 2782.8(a).

Agreement Article Number, Name: Article 4.6, Disputes

Proposed Change: In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal. TOWN and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Reason for Change: This change is requested to provide a fair and efficient mechanism for resolving any disputes.

Commented [RS1]: Accept

Commented [RS2]: Do Not Accept

Commented [RS3]: Do Not Accept

Commented [RS4]: Accept

Commented [RS5]: Accept

Commented [RS6]: Do Not Accept





MEETING DATE: 01/21/2020

ITEM NO: 8

DATE:

January 16, 2020

TO:

Mayor and Town Council

FROM:

Laurel Prevetti, Town Manager

SUBJECT:

Authorize the Following Actions for PPW Project No. 816-0413, Stormwater

Master Plan:

a. Approve an Agreement for Consultant Services with NCE Consultants for Development of a Town Stormwater Master Plan in a not to exceed

amount of \$200,000, and

b. Approve an Expenditure Budget Adjustment – in the amount of \$30,000

from the Town's available Storm Drain Funds.

RECOMMENDATION:

Authorize the following actions for PPW Project No. 816-0413, Stormwater Master Plan:

- a. Approve an agreement for consultant services with NCE Consultants for development of a Town Stormwater Master Plan (Attachment 1) in a not to exceed amount of \$200,000, and
- b. Approve an expenditure budget adjustment in the amount of of \$30,000 from the Town's available Storm Drain Funds.

BACKGROUND:

The Town's 2019/20-2023/24 Capital Improvement Program calls for development of a Townwide Stormwater Master Plan. The project development, through a consultant, would provide the Town with the necessary planning tools and identified capital improvement projects to address stormwater infrastructure management within the Town.

The goal of the project is to manage stormwater runoff proactively to protect water quality and minimize impacts of localized downstream flooding by identifying infrastructure improvements for collection, conveyance, and treatment of stormwater runoff. The plan would prioritize and provide an implementation plan for the stormwater infrastructure improvements.

PREPARED BY:

Lisa Petersen

Assistant Parks and Public Works Director/Town Engineer

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

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PAGE 2 OF 3

SUBJECT: Authorize the Following Actions for PPW Project No. 816-0413, Stormwater Master Plan:

- a. Approve an Agreement for Consultant Services with NCE Consultants for Development of a Town Stormwater Master Plan in a not to exceed amount of \$200,000
- b. Approve a Budget Transfer of \$30,000 from the Town's Storm Drain Funds to the Project

DATE: January 16, 2020

DISCUSSION:

PPW issued a Request for Proposals (RFP) for development of a Stormwater Master Plan on August 27, 2019. The RFP was sent out to consultants on the Town's on-call engineering list and several additional firms specializing in stormwater planning. The RFP was also advertised on the Town's RFP/RFQ webpage. Proposals were due to PPW by September 30, 2019.

On the RFP due date, the Town received proposals from three firms:

- BKF Consultants
- Schaaf and Wheeler
- NCE Consultants

A Town consultant selection committee, which included the Town's consultant project manager, was formed to review the proposals. After review of the proposals by the committee, all three firms were deemed qualified and were invited for an in-person interview with the selection committee.

Following the interviews, NCE Consultants was deemed the most qualified to complete the work by the Town selection committee. NCE presented a team that had extensive experience in the field and had successfully worked on numerous similar projects in the area. Additionally, reference checks from other cities provided back-up for the team's past work excellence.

As required by the State Public Contracts Code, following selection of NCE as the most qualified consultant, PPW staff negotiated both the scope and cost with them for development of the Stormwater Master Plan. The final fee negotiated was within the cost allocation listed in the Request for Proposals. The total negotiated fee for the project is just under \$200,000.

CONCLUSION:

Authorize the following actions for PPW Project No. 816-0413, Stormwater Master Plan:

- a. Approve an Agreement for Services with NCE Consultants for development of a Town Stormwater Master Plan (Attachment 1) in a not to exceed amount of \$200,000, and
- b. Approve a budget transfer of \$30,000 from the Town's Storm Drain Funds to the project.

PAGE 3 OF 3

SUBJECT: Authorize the Following Actions for PPW Project No. 816-0413, Stormwater Master Plan:

- a. Approve an Agreement for Consultant Services with NCE Consultants for Development of a Town Stormwater Master Plan in a not to exceed amount of \$200,000
- b. Approve a Budget Transfer of \$30,000 from the Town's Storm Drain Funds to the Project

DATE:

January 16, 2020

COORDINATION:

This has been coordinated with the Town's Finance Department and Town Attorney's Office.

FISCAL IMPACT:

An expenditure budget adjustment in the amount of \$30,000 is requested from the Town's Storm Drain Funds.

Stormwater Master P	lan - 8	2303	
	Budg	The second secon	Costs
GFAR	\$	180,000	
Requested Expenditure Budget Adjustment from available Storm Drain Funds	\$	30,000	
Total Budget	\$	210,000	
NCE Consultants Contract			\$ 200,000
Total Expenditures			\$ 200,000
Remaining Balance			\$ 10,000

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachment:

1. Agreement for Consultant Services.



MEETING DATE: 03/16/2021

ITEM NO: 8

DATE: March 10, 2021

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Accept the Quarterly Police Reforms Update

RECOMMENDATION:

Accept the Quarterly Police Reforms Update.

BACKGROUND:

Since late May 2020 after the murder of George Floyd by Minneapolis Police, the Town has received considerable public input regarding the Town's Police budget and ideas for potential Police reforms. Input has been provided via email, and public comment at the General Plan Update Advisory Committee and Council meetings.

In addition, the Town held a community workshop on September 8 facilitated by retired Judge LaDoris Cordell to discuss potential reforms.

All of this input and additional public testimony were considered by the Town Council on September 15, 2020 for an agenda item regarding potential Police reforms. After discussion, the Council unanimously approved four motions to direct staff to:

- Pursue a model of police oversight and authorize the Town Manager to work with Judge Cordell to develop ideas to be reported to Council;
- Explore mental health and social services options and to report findings to Council;
- Investigate the use of non-sworn personnel including ramifications for staffing and budgeting and to report findings to Council; and
- Pursue increased transparency and data accessibility by the public, including reporting stop statistics and apples-to-apples data comparisons with other jurisdictions, and to report findings to Council.

Reviewed by: Assistant Town Manager, Town Attorney, and Police Chief

PAGE **2** OF **9**

SUBJECT: Quarterly Police Reforms Update

DATE: March 10, 2021

BACKGROUND (continued):

On November 3, 2020, the Town Council voted unanimously to:

- 1. Direct staff to work with the County of Santa Clara regarding responses to mental health and homeless calls for service, with the understanding that response times will be reviewed annually to monitor how well the County positions are staffed and response times to the Town's calls for service.
- 2. Acknowledge the timeline for police stop data availability and transparency.
- 3. Authorize the Town Manager to establish an Independent Police Auditor (IPA) function with a preference given for retired attorneys or judges, clarify that the Police Chief may see the investigator's report and cannot alter it, and publish the IPA report quarterly.
- 4. Refer the consideration of adding a limited dated Community Service Officer position to the Town's budget process for the 2021/2022 fiscal year.

While the Council requested quarterly reports on the IPA function, this item provides updates on all of the reforms under way and potential next steps.

DISCUSSION:

Collaboration with the County of Santa Clara

For the March 16 Council meeting, the Town invited Santa Clara County Behavioral Health Services (BHS) staff to talk about their Mobile Crisis Response Team (MCRT) and the collaboration with law enforcement agencies in the County. This is one of a growing number of programs in the nation that bridges law enforcement and social services to address crisis situations. Mikelle Le is a BHS director who oversees the Mobile Crisis Response Team. Shawn Ahearn is a retired Sunnyvale Department of Public Safety Captain who now serves as a Law Enforcement Liaison for BHS and works closely with MCRT. In his current role, from July through December 2020, Mr. Ahearn has provided Crisis Intervention/De-escalation Interactive Video Scenario Training (IVST) to 430 law enforcement Officers County-wide.

Calls for service to the MCRT come directly from the public (1-800-704-0900) or from law enforcement agencies 24/7. The teams respond to individuals in crisis that exhibit mental health symptoms, may be suicidal, or at-risk and need an evaluation for psychiatric hospitalization. Teams are made of up licensed clinicians and therapists with training and expertise in crisis response. MCRT clinicians assess the situation and if there is a possibility of violence, the clinicians will call for law enforcement support. Officers may stand by or assist in calming the situation, depending on the circumstances.

Mobile Crisis Response Teams work closely with law enforcement, crisis hotlines, the community, and family members. The services include crisis screening, intervention, deescalation services, and referrals to community resources.

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SUBJECT: Quarterly Police Reforms Update

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DISCUSSION (continued):

Ms. Le and Captain Ahearn will present an overview of the program and will be available to answer the Council's questions, including but not limited to the variety of mental health calls, when MCRT is most useful, and how our partnership is evolving.

MCRT service data indicate a large uptick in services from 2019 to 2020, as depicted below.

Services	2019	2020	Percent Increase
Calls Received	1,292	3,405	163.5%
Service Provided	593	1,373	131.5%
Field Visit	310	1,127	263.6%
5150	128	348	171.9%

Attachment 2 contains information from BHS by law enforcement agency for agency referrals, field visits, and 5150 (section of the Welfare and Institutions Code allows an adult who is experiencing a mental health crisis to be involuntarily detained for a 72-hour psychiatric hospitalization when determined to be a danger to others or themselves, or gravely disabled).

LGMSPD writes an annual average of 131 reports for mental health incidents. In Q4 2020, LGMSPD Officers responded to approximately 46 calls for service related to mental health issues. Mental health calls range from a suicide attempt or threats of self-harm to a person acting oddly on a street corner or in a business. For these calls, an Officer is sent to assess the situation, determine options, and take appropriate action. The Officers' training in deescalation and crisis intervention, and the Department's value of compassion are key to successful interaction with the affected individual(s), family members, and/or other participants.

Not all of the calls for mental health service result in a written report. In addition, not all of the calls involve a crisis needing MCRT services. For example, if Officers determine that a 5150 hold is necessary after assessing the situation, this can be handled without MCRT. For other calls, a crisis may benefit from the MCRT involvement and some of these instances may also ultimately result in a 5150 hold. In addition, the Chief is working on an option for transporting non-violent subjects to psychiatric facilities in an ambulance rather than a Police car.

In addition to collaborating with MCRT for some mental health calls, the Department is continuing to implement additional mechanisms to support the community. For example, the Department has implemented the Special Needs Assessment Program (SNAP). SNAP is a voluntary and confidential program designed to increase the safety and security of community

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DISCUSSION (continued):

members with special needs by providing first responders with information that will help them adjust their actions to each specific circumstance.

The Department is also formalizing collateral duties for a Sergeant and Corporal with a working title of Vulnerable Communities Response Coordinator. The duties include:

- 1. Oversee Department efforts to provide optimum response to individuals with mental health concerns, emphasizing compassion and sanctity of life
 - a. Ensure the highest margin of safety for the individual and first responders
 - b. Seek long term solutions
- 2. Cultivate a team approach to mental health response with Behavioral Health Services (adult) and Uplift (juvenile) Mobile Response and Stabilization Services
 - a. Ensure Officers and Dispatchers are utilizing all available resources appropriately
 - b. Collect accurate data to maintain an effective strategy
- 3. Research innovative ways of dealing with juveniles in mental health crisis (alternative modes of transport, etc.)
- 4. Develop a curriculum of enhanced Crisis Intervention Team training for all Patrol and Dispatch personnel
- 5. Develop strategies and maintain partnerships to assist the homeless population with the same focus on ensuring safety and seeking long term solutions.

Police Stop Data

The Racial Identity Profiling Act (RIPA) requires Los Gatos to begin collecting data beginning January 2022 and reporting to the Department of Justice in April 2023. Given the Council and community's interest in stop data in advance of that date, the Police Department began collecting an abbreviated version of RIPA stop data in October 2020. At the conclusion of every self-initiated vehicle and pedestrian stop, Officers have been including information on the subject's age, gender and ethnicity based on the Officers' perception. For future reports, we look forward to sharing data on all of these parameters for the Town of Los Gatos.

For the period of October 1 through December 2020, ethnicity data for Los Gatos and Monte Sereno traffic stops are shown in the table below.

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SUBJECT: Quarterly Police Reforms Update

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DISCUSSION (continued):

Action Taken	Total	White	Black	Asian	Hispanic	Other
Arrest	25	9 (36%)	5 (20%)	1 (4%)	10 (40%)	0 (0%)
Citation	152	84 (55%)	4 (3%)	12 (8%)	26 (17%)	26 (17%)
Warning/Assistance	637	351 (55%)	17 (3%)	53 (8%)	141 (22%)	75 (12%)
Total	814	444 (55%)	26 (3%)	66 (8%)	177 (22%)	101 (12%)

For comparison purposes, the available ethnic data for Los Gatos and Monte Sereno are contained in the table below:

Jurisdiction	Total	White	Black	Asian	Hispanic	Other
Los Gatos	30,933	22,200 (72%)	462 (1%)	4,430 (14%)	2,110 (7%)	1,731 (6%)
Monte Sereno	3,497	2,610 (75%)	56 (1%)	579 (17%)	87 (2%)	165 (5%)

Use of Force

In all of the 814 contacts during the reporting period, force was used only twice. As with every use of force incident, the Department conducted a Use of Force Review and determined that in each case the use of force was within Department policy. In these cases, the only force option utilized was body force.

In 2020, Mayor Jensen signed onto the Obama Foundation Mayor Pledge which focuses on use of force. In addition, the 8 Can't Wait Campaign works to bring immediate change to Police Departments. The Department has reviewed the 8 Can't Wait requests for change and for each category, identified the Department's approach as follows.

■ De<u>-Escalation of Force</u>

 It is a fundamental characteristic of the Police Department's culture to attempt to de-escalate individuals in crisis when the totality of the circumstances allows an PAGE 6 OF 9

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DISCUSSION (continued):

opportunity to do so. The practice of de-escalation is interwoven throughout the Department's operations and is included in the Department's policies for use of force, crisis intervention, mental illness, and civil disputes. In 2019, the Department was awarded a grant by the California Commission on Peace Officer Standards and Training Innovations Grant Program to augment the integration of de-escalation techniques into its defensive tactics training curriculum.

 In July 2019, LGMSPD adopted the concept of "Tactical Conduct" as a policy. Tactical conduct addresses decisions and actions that Officers must consider preceding a potential use of force and delineates considerations such as the core transaction; level of urgency; threat assessment; use of time, distance and cover; and crisis intervention techniques.

• Chokeholds and strangleholds

The Department's Policy Manual was updated to prohibit the use of the carotid control hold or any other Lateral Vascular Neck Restraint that renders a subject unconscious by restricting the flow of blood to the brain by any member of the Department. Choke holds or any other control hold that uses any part of the Officer's body to compress the airway and render a subject unconscious remains prohibited. California law now bars chokeholds.

Duty to intercede

O Los Gatos-Monte Sereno Police Department Policy Manual Section 300.2.1 DUTY TO INTERCEDE states that any Officer present and observing another Officer using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intercede to prevent the use of unreasonable force. In addition, any Officer who observes another employee use force that exceeds the degree of force permitted by law will promptly report these observations to a supervisor.

• Warning before shooting

Department policy delineates a variety of use of force situations in which Officers should issue verbal warnings if circumstances permit. In the case of deadly force applications, the policy is consistent with California Penal Code Section 835a. LGMSPD Policy Manual Section 300.4 DEADLY FORCE APPLICATIONS has been updated to clarify that, if feasible, a verbal warning should be issued in all cases where deadly force may be used.

Shooting at moving vehicles

LGMSPD Policy Manual Section 300.4.1 SHOOTING AT OR FROM MOVING VEHICLES states that shots fired at or from a moving vehicle are rarely effective and Officers should move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants. An Officer should only discharge a firearm at a moving vehicle or its occupants when the Officer reasonably believes

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there are no other reasonable means available to avert the threat of the vehicle, or if deadly force other than the vehicle is directed at the Officer or others.

Comprehensive use of force reporting

o LGMSPD Policy Manual Section 300.5 REPORTING THE USE OF FORCE delineates that any use of force by a member of this Department shall be documented promptly, completely and accurately in an appropriate report, depending on the nature of the incident. The Officer should articulate the factors perceived and why s/he believed the use of force was reasonable under the circumstances. In addition, LGMSPD complies annually with Government Code 12525.2 that requires law enforcement agencies to furnish the California Department of Justice with a report of specific data encompassing all instances of Officer-involved shootings and incidents where use of force resulted in serious bodily injury.

• Exhausting all means before shooting

O LGMSPD Policy Manual Section 300.4 DEADLY FORCE APPLICATIONS states that if an objectively reasonable Officer would consider it safe and feasible to do so under the totality of the circumstances, Officers should evaluate the use of other reasonably available resources and techniques when determining whether to use deadly force. This is aligned with California Penal Code Section 835a, that was updated in 2020 to reflect the mandates of Assembly Bill 392. Requiring Officers in tense and uncertain circumstances to exhaust any and all possible alternatives is simply not realistic when they are confronted with immediate threats and must make life or death decisions in fractions of a second.

Continuum of force

The use of force continuum is an outdated model that has proven impractical, even dangerous, when applied in real life situations. It does not allow for consideration that Officers must often make rapid decisions regarding the amount of force to use in tense, uncertain and rapidly evolving situations. Instead, LGMSPD policies focus on requiring Officers to create space and separation in potential use of force situations so that de- escalation techniques can be implemented.

Training

The Department is committed to train its personnel in best practices to de-escalate situations and respond in challenging crisis situations. Specifically, all Sworn personnel have been or will be required to attend:

•	Cultural Diversity	July 2019
•	Assembly Bill 392: Use of Force update (Supervisors)	December 2020
•	Advanced Officer Training: Defensive Tactics & de-escalation of force	December 2020
•	Advanced Officer Training: Fair & Impartial Policing	March 2021
•	Lexipol (Policy Manual) Daily Training bulletins	Monthly

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DISCUSSION (continued):

Additional individual or small group training is provided:

- Critical Incident Response: Use of Force and De-Escalation
- Tactical Communications Instructor
- Crisis Intervention Training Academy
- Basic Peer Support
- Integrating Communications, Assessment and Tactics: Train the trainer
- Trauma, Exposure, and Management
- Exploring Racism and Living Solution
- Courageous Heart: The Human Behind the Badge (mindfulness and compassion cultivation)

The Chief has set a goal for all personnel to exceed the minimum number of hours of training in de-escalation and crisis intervention. This investment equips Officers with specific skills to evaluate a situation and employ the most appropriate strategy to calm the incident, ensure safety for all, and determine appropriate next steps. These skills provide a common language and approach for the Town's partnership with the County's Mobile Crisis Response Team described earlier.

Independent Police Auditor Function

The Town issued a Request for Qualifications to seek qualified consultants to conduct independent investigations of community complaints against Sworn personnel (see Attachment 2). Five firms submitted qualifications. Town Attorney Schultz and the Honorable LaDoris Cordell will be evaluating the submittals and determining which firms should enter into agreements with the Town to provide these services.

The Town is also updating its complaint form and directing community members to file complaints with the Town Clerk. The Town will be promoting its independent auditor function in the hopes that community members will come forward with concerns and complaints. Every quarter, the Council will receive a report on the complaints in a manner that does not disclose confidential information. Since fall 2020, no complaints have been received.

Community Service Officer and Responding to Non-Emergency Calls

The Department has filled the existing part-time Community Service Officer (CSO) Intern positions and both interns are currently in the field training program. CSO Interns will accomplish many of the tasks of a full-time CSO, but as college students, they will not be placed in enforcement scenarios. Instead they will focus on completing low level property crime reports in addition to other service-related tasks.

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DISCUSSION (continued):

During Q4 the Department has received a total of 8,698 Priority 1, 2 and 3 calls of which Officers responded to 3,248. The rest of the calls were either handled by the Dispatchers or the callers were referred to other resources. In the cases where Officers responded in person, many involved a criminal investigation and often these community contacts provided Officers with opportunities to understand non-criminal issues of concern to community members and establish relationships with residents, visitors, and businesses.

CONCLUSION AND NEXT STEPS:

As discussed above, the Police Department is continuing to refine its new database management system to better extract and analyze vehicle and pedestrian stop data. As this information becomes available, the Town Council will receive updates and the data will be posted to the Department's website. We expect to have more data available for the next quarterly report.

As Police reforms are important towards Los Gatos becoming a more inclusive community, additional actions are also needed to address justice, equity, diversity, and inclusion (JEDI). For this reason, the Council Policy Committee will be considering a draft JEDI work plan at its March 23rd meeting. The Committee's work will be reported out to the full Town Council. All of the Town's efforts in this regard can be found on the Town's website at https://www.losgatosca.gov/2604/Becoming-an-Inclusive-Community.

COORDINATION:

The preparation of this report was coordinated with the Police Department and County of Santa Clara Behavioral Health Services Department.

FISCAL IMPACT:

The acceptance of this report has no fiscal implications.

ENVIRONMENTAL ASSESSMENT:

This item is not a project defined under CEQA, and no further action is required.

Attachments:

- 1. MCRT Data
- 2. Independent Police Auditor RFQ

LAW ENFORCEMENT (LE) AGENCY REFERRALS

LE Agency	2019	2020
Campbell PD	4	11
CHP	0	1
Gilroy PD	2	26
Los Altos PD	2	2
Los Gatos PD/Monte Sereno	0	5
Milpitas PD	6	20
Morgan Hill PD	4	13
Mountain View PD	1	18
Out of County	0	1
Palo Alto PD	1	6
San Jose PD	138	415
Santa Clara PD	12	34
Sheriff	26	104
Sunnyvale PD	4	9

ATTACHMENT 1



LAW ENFORCEMENT (LE) AGENCY FIELD VISITS

LE Agency	2019	2020
Campbell PD	10	19
СНР	0	2
Gilroy PD	6	32
Los Altos PD	3	3
Los Gatos PD/Monte Sereno	0	6
Milpitas PD	9	23
Morgan Hill PD	10	19
Mountain View PD	5	23
Out of County	0	1
Palo Alto PD	3	9
San Jose PD	276	541
Santa Clara PD	25	39
Sheriff	33	114
Sunnyvale PD	6	10



LAW ENFORCEMENT (LE) AGENCY 5150

LE Agency	2019	2020
Campbell PD	0	3
CHP	0	0
Gilroy PD	1	7
Los Altos PD	0	0
Los Gatos PD/Monte Sereno	0	3
Milpitas PD	0	5
Morgan Hill PD	1	9
Mountain View PD	0	5
Out of County	0	0
Palo Alto PD	0	2
San Jose PD	53	128
Santa Clara PD	3	10
Sheriff	12	29
Sunnyvale PD	3	3





Town of Los Gatos

REQUEST FOR QUALIFICATIONS

INVESTIGATION SERVICES

Date Issued: February 19, 2021

Statement of Qualifications Deadline: Wednesday, March 10, 2021 by 5:00 p.m.

Issued By: Town of Los Gatos

Town Manager's Office 110 E Main Street Los Gatos, CA 95030 www.losgatosca.gov

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OF INTEREST (SOQ):

ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

ATTACHMENT 2 - NON-COLLUSION DECLARATION

ATTACHMENT 3 - REFERENCES

ATTACHMENT 4 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE

ATTACHMENT 5 - SAMPLE CONSULTANT SERVICES AGREEMENT

Schedule of Activities: The Town reserves the right to amend the schedule below as necessary.

Activity	Anticipated Dates
RFQ release	February 19, 2021
Pre-Proposal Meeting	None.
Deadline for Questions Submitted By	March 1, 2021
SOQ Submission Deadline (5:00 p.m.)	March 10, 2021
SOQ Evaluation	March 2021
Consultant Interviews/Presentations (if necessary)	March 2021
Contract Negotiations and Execution	April 2021

Request for Qualifications Independent Police Auditor Investigation Services

<u>Town's Contact</u>: For all questions related to the RFQ, email the Town's Contact listed below:

Laurel Prevetti
Town Manager
Town of Los Gatos
Town Manager's Office
110 E. Main Street
Los Gatos, CA 95030
Manager@losgatosca.gov

INDEPENDENT POLICE AUDITOR INVESTIGATION SERVICES

<u>Statement of Qualifications Due</u>: Wednesday, March 10, 2021, by 5:00 p.m. <u>Pre-Proposal Meeting</u>: None.

Proposers may view and download this RFQ electronically from the Town's website at www.losgatosca.gov/2433/RFPRFQ. The Proposers are responsible for checking the Town's website for any updates and addenda related to this RFQ. For any questions or assistance, please reach out to the Town's contact.

A. PURPOSE

The Town of Los Gatos (Town) is seeking Statements of Qualification (SOQs) from qualified professional consultants (Proposers) to provide independent, objective, fair, and transparent review of citizen and internal complaints regarding the conduct of Police Department sworn personnel.

B. OVERVIEW

The Town of Los Gatos government is guided by the principles of Small-Town Service, Community Stewardship, and Future Focus.

The Los Gatos Police Department provides public safety services to Los Gatos and under contract to Monte Sereno. While the Town of Los Gatos has administrative oversight of the Department, it is referred to as the Los Gatos-Monte Sereno Police Department. Los Gatos and Monte Sereno are located adjacent to one another at the western edge of the Santa Clara/Silicon Valley. Los Gatos is 13 square miles with a population of approximately 31,000 people and Monte Sereno is 1.5 square miles with a population of 3,500 residents.

The Los Gatos-Monte Sereno Police Department is committed to ensuring public safety consistent with its Core Values of integrity, compassion, and professionalism. The Department's goals are to:

- Provide exceptional Law Enforcement services,
- Build community partnerships, and
- Engage the community in problem solving

The Chief's executive team consists of two Captains (Operations Captain and Support Services Captain). The Department has an authorized staff of 39 sworn officers and 21 civilian employees. In addition, the Department has approximately 150 active citizen volunteers who contribute to the strong police/community partnership, which is a hallmark of the

Request for Qualifications Independent Police Auditor Investigation Services

Department's organizational and operational philosophy. Sworn personnel are trained in the most current methods of de-escalation of force, mental health crisis intervention, and other techniques designed to carefully resolve sensitive and challenging situations with an emphasis on compassion and procedural justice.

In November 2020, the Town Council voted to authorize the Town Manager to establish an Independent Police Auditor function with a panel of diverse rotating investigators. Summary reports without confidential information would be released to the public and the Los Gatos Town Council on a quarterly basis.

Through this RFQ process, the Town intends to select approximately five qualified investigators who would serve on a rotating basis to perform the services herein and independently investigate Police Department complaints submitted by the public or any other source. The Town intends to rotate the complaint work to various investigators to balance workload, ensure independent review, and maintain timely performance.

It is intended for the awarded consultant(s) to enter into an annual contract term with a maximum term and any subsequent amendments or modifications not exceeding five (5) years (i.e., terms: one year with four one-year renewals). The Town reserves the right to award more than one contract for the services.

Work of the selected consultant(s) will be overseen by the Town Attorney. Consultant(s) will be paid for the work completed to the satisfaction of the Town. Poor performance in terms of timeliness, thoroughness, or other factors will result in removal from the list of rotating investigators.

The volume of complaints and resulting investigative services is expected to vary from year to year and there is no guaranty as to a volume of work.

C. MINIMUM QUALIFICATIONS

The Town is seeking SOQs from Proposers with the following minimum qualifications with work experience within the greater San Francisco Bay Area:

All persons or firms who provide the investigative services shall have actual experience
in conducting investigations of employee matters and shall demonstrate an
understanding of Police Department procedures and standards of conduct. If a firm
applies, all key personnel who would provide independent investigative services must
be identified and each must meet the qualifications set forth in this RFP.

- Preference will be given to retired/former Judges, retired/former City Attorneys, and/or attorneys with expertise in employment law, criminal procedure, and the Public Safety Officers Procedural Bill of Rights.
- 3. Retired Police Command Officers who conduct Police agency investigations as a bona fide business are also eligible to apply.
- 4. Proposers need to demonstrate that they have no connection to the Los Gatos-Monte Sereno Police Department and its staff. Providing previous independent, Internal Affairs Investigations for the Town or Los Gatos-Monte Sereno Police Department would not be considered a conflict of interest.
- 5. Proposers should document their ability to work efficiently and effectively to investigate complaints thoroughly, objectively, and promptly.
- 6. Proposers should be able to prepare reports of their investigation methods, facts, and findings presented in a consistent format developed by the Town.
- 7. Proposers should be available and willing to travel to Los Gatos for services.
- 8. All proposers need to provide at least three references.

Furthermore, Proposers shall also comply with the following provisions:

- 1. Each Proposer is responsible for determining and complying with all applicable Town business licensing requirements.
- 2. Each Proposer is responsible for determining and complying with all applicable professional licensing requirements.

D. General Provisions and Requirements

- 1. The Consultant(s) must possess proper licenses to perform the services in the State of California.
- 2. Questions related to the contract administration matters should be directed to the Town's Contact.
- 3. The Consultant(s) shall maintain any key personnel throughout the entire duration of services; and therefore, the Consultant(s) shall conduct their business in a professional manner to schedule and support their personnel to provide the scope of services in a timely and professional manner. The Town must approve of any key personnel changes in advance through personnel qualifications review and oral interviews with Town staff.
- 4. The Consultant shall verify that all information submitted to the Town is up to the Consultant's professional standards and satisfaction. Note and report any discrepancies observed in the course of professional activities covered by the services.
- 5. Deliverables will be submitted in electronic format (PDF) and in native document formats such as Word, Excel, etc. unless otherwise specified.

E. Scope of Services

Los Gatos-Monte Sereno Police Department personnel are held to the highest standards of conduct both on and off duty. As a critical component in building and maintaining trust with the community, allegations of misconduct by sworn members of the Los Gatos-Monte Sereno Police Department must be investigated in a manner that is fair, impartial, independent, thorough and timely. An effective investigation process is intended to ensure that complaints about an Officer are heard, evaluated, and addressed, while protecting the Officer from false or malicious accusations. The role of the independent investigator Consultant(s) is to conduct the independent investigation and render findings based on the facts of the case.

The Consultant(s) shall provide the Town of Los Gatos with independent, objective, fair, and transparent review of citizen and internal complaints regarding the conduct of sworn Police personnel. A general outline of the process involved for each complaint received is provided below. Updates to this process may be completed as needed by the Town Manager, consistent with other Town procedures.

- a. The Town Clerk is the designated recipient of all complaints against sworn personnel via email, letter, phone call, or other mechanism. Any complaints received directly by the Police Department after normal business hours will be forwarded to the Town Clerk as soon as possible.
- b. Complaints will fall under the following classification system:
 - **i. Supervisory Referral**: A Supervisory Referral is a complaint which contains an allegation involving a minor transgression that may best be handled by bringing the matter to the attention of the subject member's supervisor and the chain of command to determine if the transgression occurred and the appropriate corrective action without formal investigation by an independent Consultant. All of the following objective criteria must be met for a complaint to be considered a Supervisory Referral:
 - The issue must be personnel-related,
 - Allegations of misconduct must be related to action(s) or inaction(s) by a sworn member of the Department, and
 - The allegation(s) must involve a minor transgression in which a finding of Sustained would not likely result in formal discipline.
 - **ii. Policy Complaint**: A Policy Complaint is defined as a complaint in which a sworn Officer took action that was in compliance with policies and procedures,

but for which the complainant believes the policy is inappropriate or invalid. In these cases, there is no indication a complaint is made specifically against the Officer taking the action.

- **iii. Conduct Complaint**: A Conduct Complaint is defined as a complaint in which a complainant files an allegation against a sworn Officer, which if true would indicate the Officer violated (1) any local, state, or federal law or, (2) any Department policy or procedure, and where such actions could result in the involved Officer receiving disciplinary action.
- iv. Non-Misconduct Concern: After receiving a complaint alleging misconduct by a sworn Officer, a preliminary investigation by the Consultant may indicate that the allegations did not involve a violation of (1) any local, state or federal law or, (2) any Department policy or procedures. Such a complaint will be re-categorized as a Non-Misconduct Concern, meaning it does not meet the criteria outlined in the definition of a Conduct Complaint. Recategorizing complaints as Non-Misconduct Concerns allows the Department to track issues that may indicate a need for training for sworn personnel and/or community outreach/dialogue.
- v. Exceptional Clearance Complaint: When the initial investigation of a complaint reveals that the misconduct alleged in the complaint did not occur, based on immediately available evidence and/or recorded media, the complaint is categorized as an Exceptional Clearance Complaint. The investigator completes formal written documentation of the incident using the designated report format to explain why the case was cleared exceptionally.
- **vi. Incomplete**: A matter in which the complaining party either refuses to cooperate or becomes unavailable after diligent follow-up investigation. In such matters, the Consultant may further investigate the matter depending on the seriousness of the complaint. If there is not the availability of sufficient independent evidence to continue, the complaint will be classified and found Incomplete.
- c. Upon receipt, copies of the complaint are sent to the Town Attorney, Town Manager, Human Resources Director, and Chief of Police.
 - i. The Chief of Police will direct the Support Services Captain or designee to collect all relevant evidence related to the complaint (reports, video footage, audio recordings, Computer Aided Dispatch printouts, etc.).

- ii. The Chief of Police determines if the Officer who is the subject of the investigation should be placed on administrative leave during the investigation in consultation with Town Attorney and Human Resources Director.
- d. The Town Attorney selects an investigator from the list of approved Contractors to conduct an independent investigation into the complaint with any necessary parameters, such as timeline for completion, and supplies them with all relevant evidence associated with the allegation.
- e. The Consultant contacts the complaining party (by phone preferably), introducing himself/herself as the Independent Auditor for this complaint and outlines the process. This contact is followed by a short letter on his/her own firm's letterhead with the same content.
- f. After consulting with the Town's Human Resources Director regarding appropriate content, the Consultant sends a formal written notice on his/her own firm's letterhead to the subject Officer informing them of the complaint, investigation process, and other information. All interaction between the Consultant and the subject Officer will occur within the parameters outlined in California Government Code Section 3300-3312: Public Safety Officers Procedural Bill of Rights Act.
- g. The Consultant conducts the investigation by interviewing the complaining party, witnesses, the Police Officer named in the complaint, and others as appropriate; reviewing body camera and in-car video; and reviewing other relevant materials. The Consultant may request additional evidence and/or resource material as the investigation progresses.
- h. The Consultant will use Preponderance of Evidence as the standard of proof for ascertaining the findings; however, whenever possible, the Consultant will try to attain Clear and Convincing Evidence as the standard of proof.
- i. The Consultant writes a report utilizing a format specified by the Town, documenting type of complaint, the methods used to investigate the complaint, the facts pertaining to the complaint, findings associated with each element of the complaint, and rationale for the findings.
- j. The report is submitted to the Town Attorney and Human Resources Director to ensure the facts support the findings.

- k. Once the Consultant's report meets the approval of the Town Attorney and if any of the allegations are sustained, it is submitted to the Chief of Police for review.
 - If after reviewing the report and its findings, the Chief of Police disagrees
 with the findings, the Town Attorney will consider the Chief's concerns and
 determine if the investigator needs to do additional work to substantiate the
 findings.
 - ii. In the event there is no consensus on the findings, the Town Attorney may direct another investigator to evaluate the facts, materials, and methods and determine its own independent conclusions/findings. The second Consultant's analysis must be prepared to the satisfaction of the Town Attorney consistent with the procedure for the first independent analysis. If the second Consultant's report results in a different set of findings, the Town Attorney will determine which analysis stands.
- Upon certification of the case by the Town Attorney, the Consultant writes a letter on his/her own firm's letterhead informing the complaining party of the completion of the investigation and the findings of the investigation. Confidential information will not be provided.
- m. If the allegations are sustained, the Chief of Police will determine the appropriate discipline for the Officer based on the findings. Discipline may need to be coordinated with the Human Resources Director to ensure appropriate appeal/Skelly rights of the employee. The Chief of Police will notify the Officer of the intended discipline and offer appropriate appeal rights.
- n. If the allegations are not sustained, the Consultant writes a letter on his/her own firm's letterhead informing the subject Police Officer of the completion of the investigation and the findings. Confidential information will not be provided.
- o. The Consultant writes a brief summary of the complaint (the nature of the complaint and key "facts" without names or sensitive information provided), investigation steps, and findings for inclusion in a quarterly report to the Town Council and community regarding the work of the Consultant.

Based on this process, the proposed scope of work for the Consultant includes, but is not limited to:

Request for Qualifications Independent Police Auditor Investigation Services

Conduct Investigation

- Meet with the Town Attorney and as appropriate, designated Police Department management personnel to discuss the allegations to be investigated.
- Provide an investigative plan detailing the issues to be investigated, witnesses to be interviewed, evidence to be reviewed and/or collected, and an estimated timeline for the investigation.
- Determine the most appropriate investigative method(s) to be used for each investigation in conjunction with the Town.
- Interview witnesses, complainants, and other persons; gather documents, video, and other materials; administer oaths and examine persons, affidavits, and supporting documentation; and otherwise conduct all research necessary and gather all evidence sufficient to complete each assigned investigation.
- Evaluate all evidence gathered in each investigation to formulate defensible investigative conclusions regarding the alleged violations.
- Provide updates on the progress of the investigation at each phase of the investigation, including any anticipated changes to the established timeline as requested by the Town.

Submit Report Findings

- Submit a final written report with supporting documentation, findings, and recommendations with all evidence, and applicable materials to the Town Attorney.
- Conduct a de-briefing session with the Town Attorney.

Other Requirements

- Participate in administrative hearings, in court, or other official proceedings that result from the investigations.
- Provide all work in a confidential manner.

F. SOQ Format and Submission Requirements

Submitting the SOQ:

The SOQ must be received by the Town no later than <u>Wednesday</u>, <u>March 10</u>, 2021 by 5:00 pm <u>PST</u>. The Town requires that all SOQs be submitted electronically via email or file sharing sites. The SOQ shall be clearly marked for "**Town of Los Gatos-Independent Police Auditor Investigation Services**" and emailed to:

Request for Qualifications Independent Police Auditor Investigation Services

Laurel Prevetti
Town Manager
Town of Los Gatos – Town Manager's Office
Manager@losgatosca.gov

Each Proposer is responsible for confirming the Town's receipt of the SOQ. The Town email system has file size limitations; therefore, receipt confirmation is critical. Receipt of a SOQ by any other Town office will not constitute "delivery" as required by this RFQ. Each Proposer assumes full responsibility for timely delivery of its SOQ. Any SOQs received after the time and date specified above will be considered nonresponsive and will be returned to the consultant. No Proposer may submit more than one SOQ for the Project.

Each SOQ must include the following information:

<u>Cover Letter (Maximum 2 pages)</u> – Cover letter giving an overview of the Proposer's general expertise, experience, and ability to perform the scope of services described in this RFQ. The cover letter shall be signed by an authorized representative of the firm. **Attachment 5** is the Town's contract template for the Consultant Services Agreement. In the cover letter, state that the Town's contract template is acceptable to the Proposer or list any exceptions or change requests to the contract provisions.

<u>Certification Forms</u> – Complete and sign the following certification forms:

Attachment 1 - Conflict of Interest Statement

Attachment 2 - Non-Collusion Declaration

Attachment 4 - Statement regarding Insurance Coverage and Worker's Compensation Insurance Acknowledgment Certificate

Review of Scope of Services (Maximum 2 pages) — Proposers must comment on their ability to realistically provide the services listed in the Proposed Scope of Services as outlined. Provide comments and suggest modifications, changes, and/or additions as appropriate. Indicate your approach to the project and what specialized skills, services, or unique insights you or your team would bring to the project.

<u>Experience and Expertise</u> – Discuss prior related experience satisfying Minimum Qualifications and what would make you or your firm qualified for independent, fair, objective, and transparent review of citizen and internal complaints regarding the conduct of Police Department personnel. Emphasize projects of similar scope and magnitude. Provide a copy of an actual investigative report with written findings from you or your firm in connection with previous investigations of alleged employee

misconduct. The investigative report may be redacted to remove identifying information of particular persons or organizations, but must identify the author.

<u>Qualifications of Key Personnel</u> – Identify a project manager and key individuals on the consultant team and their resumes highlighting relevant qualifications and experiences. State projects that they were assigned to and their specific roles and responsibilities. Provide a statement regarding the team or firm's commitment to keep the same personnel throughout the Project.

<u>Disclosure of Litigation/Discipline</u> – If you or firm has ever been disciplined or censored by any regulatory body, disclose the principle facts. If, within the last five years, you or your firm has ever been involved in litigation or other legal proceedings relating to the provision of services, provide an explanation and indicate the current status or disposition of the proceedings.

<u>References</u> (complete <u>Attachment 3</u>) – A minimum of three (3) current references from past projects (of similar scope) should be provided. All references must contain relevant projects completed within the past five (5) years. Provide the following information for each reference:

Firm, Owner, or Agency Name Address, Telephone Number Email Address Project Description List of Services Provided

Insurance Coverage – If applicable, identify carriers, types, and limits of insurance carried. If selected by the Town, the Consultant shall maintain minimum coverage requirements for commercial general liability, automobile liability, professional liability, and workers' compensation as specified in the Consultant Services Agreement unless waived by the Town Attorney. The Consultant may achieve the required limits and coverage through a combination of primary and excess or umbrella liability insurance provided such policies result in the same or greater coverage as the coverages required by Town, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. If selected by the Town, the Consultant shall cause the insurance policies required herein to include the Town, and their respective officials, officers, employees, and volunteers as additional insureds for claims caused in whole or in part by the Consultant's negligent acts or omissions. The Consultant shall provide certificates of insurance to the Town that evidence compliance with the above.

<u>Preliminary Fee Schedule</u> – Submit a Preliminary Fee Schedule for services provided by the Proposer. The Preliminary Fee Schedule shall be inclusive of all work and labor including, but not limited to, the Consultant's costs for site visits and travel expenses. Also, submit the Preliminary Fee Schedule of any sub-consultants if applicable.

<u>Addenda</u>

If any revisions to this RFQ become necessary, the Town shall provide responses and clarifications to questions via addenda. The last day for issuance of an addendum is Wednesday, March 3, 2021. A Proposer shall submit any questions or requests for clarification to the Town's Contact by Monday, March 1, 2021.

Addenda to this RFQ, if issued, will be posted on the Town's website at www.losgatosca.gov/2433/RFPRFQ. All proposers shall verify that the Town has issued any addenda for this Project prior to submitting the SOQ and ensure that all requirements of addenda are included.

G. Evaluation Process

The Town Attorney and a Town-designated outside expert will review the SOQs and will rank the Proposers. The evaluation of SOQs shall be within the sole judgment and discretion of the Town. All contacts during the evaluation phase shall be through the Town's Contact only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Proposer to contact any reviewers of the SOQs with the exception of the Town's Contact may jeopardize the integrity of the evaluation and selection process and risk possible disqualification.

During the SOQ evaluation process, written questions or requests for clarification may be submitted by the Town to a Proposer regarding its SOQ or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration.

The Town Attorney and Town-designated outside expert will evaluate each SOQ meeting the qualification requirements set forth in this RFQ. The Chief of Police may review all submittals and provide comments to the Town Attorney and outside expert for their consideration in the interview and selection of rotating investigators.

After the review of SOQs, the highest-ranked Proposers may be invited for oral interviews as part of the selection process, if necessary. The Proposer will be notified of the time and place of oral interviews and if any additional information may be required to be submitted.

The Town shall be the sole judge of the evaluation of all SOQs. The Town's decision(s) shall be final. The Town reserves the right to reject any and all SOQs and waive any irregularity or minor defects in any SOQ received.

SOQ Evaluation Criteria

The following criteria shall be used to evaluate the SOQs:

1. Conflict of Interest Statement and Non-Collusion Declaration (Pass/Fail)

- a. Discloses any financial, business or other relationship with the Town or the Los Gatos Monte Sereno Police Department that may have an impact upon performance of services.
- b. Lists current clients who may have a financial interest in the outcome of this contract or contracts.

2. Completeness/Organization of the SOQ (15 points)

a. SOQ that is current, accurate, and complete in accordance with the requirements of this RFQ. The SOQ format and organization shall follow the requirements herein. SOQs that do not include the content requirements identified within this RFQ and subsequent addenda and do not address items listed shall be considered incomplete.

3. Organization and Approach (20 points)

- a. Describes familiarity of the desired services and demonstrates understanding of objectives.
- b. Experience investigating similar complaints for Public Safety Agencies or in the public sector.

4. Qualifications & Experiences (20 points)

- a. Meets Minimum Qualifications.
- b. Relevant experience, specific qualifications, and technical expertise.

5. Proposer Accessibility (15 points)

a. A statement addressing ability to fulfill investigation service responsibilities.

6. References (10 points)

a. Provide references with the names of at least three (3) agencies the Proposer has previously consulted for in the past five (5) years.

Oral Interview (if necessary)

If necessary, the top-ranking Proposer(s) may be invited to participate in Oral Interviews for a consultant presentation and Q&A session. A Proposer will be notified of the time and place for oral interviews and if any additional information may be required to be submitted.

Following the Town's determination of the best qualified proposer(s) for this work, scope of services and final terms will be negotiated, and the Consultant and the Town will execute the Town's standard Consultant Services Agreement (*Attachment 5*).

The proposed schedule is as follows:

Activity	Anticipated Dates
RFQ release	February 19, 2021
Pre-Proposal Meeting	None.
Deadline for Submitting Questions	March 1, 2021
SOQ Submission Deadline (5:00 pm)	March 10, 2021
SOQ Evaluation	March 2021
Consultant Interviews/Presentations (if necessary)	March 2021
Contract Negotiations and Execution	April 2021

H. Additional Information

- 1. Reservation of Rights. The Town reserves the right to accept or reject any or all SOQs, or to alter the selection process if warranted, to postpone the selection process for its own convenience at any time, and to waive any defects in the RFQ. The Town also reserves the right to accept or reject any individual subconsultant that a candidate proposes to use. This RFQ and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the Town and the Proposers. The Town's standard form of consultant agreement will form the basis of the contract between the parties.
- 2. Proposer's Costs. Each Proposer responding to this RFQ acknowledges and agrees that the preparation of all materials for submittal to the Town and all presentations, related costs, and travel expenses, including but not limited to vehicle miles, vehicle rentals, flights, transit fares, and meals, are at the Proposer's sole expense. The Town shall not, under any circumstances, be responsible for any cost or expense incurred by the Proposer. In addition, each Proposer acknowledges and agrees that all documentation and/or materials submitted with the RFQ shall remain the property of the Town.
- 3. **Communicating with Town**. If you have any questions regarding this RFQ, please contact the Town's Contact:

Laurel Prevetti
Town Manager's Office
Town of Los Gatos
110 E Main Street, Los Gatos CA 95030
Manager@losgatosca.gov
(408) 354-6832

The Town's sole point of contact for this RFQ shall be the Town's Contact who shall administer the RFQ process. All communications shall be submitted in writing and shall specifically reference this RFQ (identify in the subject line). Only answers issued by Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. No contact with other Town staff, Town council members, or any other public official concerning the Project during the RFQ process is allowed. A violation of this provision may result in the disqualification of the consultant.

- 4. Assumptions of Proposers. The Town is not responsible for the assumptions of Proposers. Neither the participation of the Town in any pre-proposal meeting, nor the subsequent award of the contract by the Town shall in any way be interpreted as an agreement or approval by the Town that a Proposer's assumptions are reasonable or correct. The Town specifically disclaims responsibility or liability for any Proposer's assumptions in developing its SOQ.
- 5. Public Record. All responses to this RFQ become property of the Town and will be kept confidential, subject to the requirements of the California Public Record Act, until a recommendation for award of a contract has been announced. Submittals are subject to public inspection and disclosure under the California Public Records Act. (Cal. Govt. Code sections 6250 et seq). Unless the information is exempt from disclosure by law, the content of any SOQ, request for explanation, or any other written communication between the Town and any Proposer, and between Town employees or consultants, regarding the procurement, shall be available to the public. In any event, the Town shall have no liability to Proposer for making disclosures required by the California Public Records Act or other law, court order, legal proceeding discovery request, investigative demand, subpoena, or order from a regulatory body having jurisdiction over either of the parties. Nothing contained herein shall be construed as requiring or obligating the Town to withhold information in violation of the California Public Records Act or other laws.
- 6. **Equal Opportunity.** The Town hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this procurement, minority business enterprises will be afforded full opportunity to submit SOQs in response to this RFQ and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations or beliefs, sex, age, physical disability,

medical condition, marital status, pregnancy, or other protected characteristic as set forth hereunder.

7. **Appeal.** The Town will entertain appeals regarding this RFQ process only as set forth herein. The appeal process presented in this RFQ will take precedence in the case of any conflict with the appeal processes contained in the Town's Policies and Procedures. The Town will not entertain appeals regarding, or reconsider, substantive scores or determinations made in the evaluation process.

Appeals may be based upon restrictive requirements or alleged improprieties in the RFQ that are apparent or reasonably should have been discovered prior to the Town's receipt of SOQs. Such appeals shall be written and hand delivered or sent via certified mail to be received by the Town's Contact at least fourteen (14) calendar days prior to the Town's receipt of SOQs. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based.

Appeals may also be based upon alleged improprieties that are not apparent in the RFQ or that could not reasonably have been discovered prior to the Town's receipt of the SOQs. Such appeals are limited to 1) the Town's failure to follow its own appeal procedures set forth in this Section; and 2) other procedural errors in the RFQ process. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based. Such appeals shall be in writing and hand delivered or sent via certified mail to be received by the Town Contact within five (5) calendar days from receipt of the notice from the Town informing of the Successful Proposer.

The Town's Contact will respond to an appeal in writing within ten (10) business days of receipt and that determination shall be final.

The appeal procedures summarized in this Section are mandatory and comprise the sole and exclusive appeal procedures for this RFQ. A Proposer's failure to comply with the procedures set forth herein will result in rejection of the appeal and constitute a waiver of any right to further pursue a protest or appeal (including, but not limited to, filing a Government Code claim or legal proceeding). If the Town determines the appeal to be frivolous, the Respondent originating the appeal may be determined to be irresponsible and may be ineligible for future purchase orders and/or contracts.

In order to prevail on an appeal based on alleged improprieties not apparent in the RFQ as described herein, a Proposer must demonstrate than an error was material and prejudicial to the Proposer's effort to become selected for participation in this Project. In other words, in order to prevail, the Proposer must demonstrate that but for the Town's error, the Proposer would have been selected as the Successful Respondent.

If an appeal is received within five (5) business days from receipt of the notice from the Town informing of the Successful Proposer, the Town will proceed with the following process: 1) Town provides a copy of the appeal to the Successful Respondent and,

within five (5) business days of receipt, Successful Proposer may provide to the Town a written response to the appeal; 2) within ten (10) business days thereafter, Town prepares a written response to the appeal and to the Successful Proposer's response, if any, and provides the analysis to appellant and Successful Proposer; 3) within five (5) business days, appellant and Successful Proposer may provide written responses; 4) Town sets a hearing date for a Town Council determination on the appeal and prepares a written staff report and recommendation; 5) Town staff notifies Successful Proposer and appellant of the date and time of the hearing and prepares and distributes a written record containing all documents necessary for the Town Council determination and distributes the record to all parties; 6) Town Council hearing in which Successful Proposer and appellant are provided full opportunity to present matter to Town Council; 7) Town Council renders a final determination.

- 8. **Governing Law.** The laws of the State of California shall govern the interpretation and enforcement of the contract. Legal action may be instituted only in the Superior Court of the County of Santa Clara, State of California, or in the Federal District Court in the Northern District of California.
- 9. Adherence to All Local, State, and Federal Laws and Requirements. The Proposer shall adhere to all applicable federal, state, and local laws, ordinances, statutes, rules and regulations, and rulings or directives of any agencies having jurisdiction relevant in any way to the Proposer's scope of work.

I. Attachments

The following attachments are incorporated into the Request for Qualifications:

ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

ATTACHMENT 2 - NON-COLLUSION DECLARATION

ATTACHMENT 3 – REFERENCES

ATTACHMENT 4 – STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE

ATTACHMENT 5 – SAMPLE CONSULTANT SERVICES AGREEMENT

ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE STATEMENT OF QUALIFICATIONS (SOQ)

INDEPENDENT POLICE AUDITOR INVESTIGATION SERVICES

he undersigned declares:
(Insert Name) have the following financial, business, or other elationship with Town and/or Los Gatos Monte Sereno Police Department that may have an impact pon the outcome of the contract. If none, please specify that no other relationships may have an mpact on this contract or Project.
'We (Insert Name) have the following current clients who may have a nancial interest in the outcome of this contract. If none, please specify that no other clients may have financial interest with an impact on this contract or Project.

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

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

	•	alty of perjury under the laws of the State of this declaration is executed on	California
[date], at	[city],	[state].	
Proposer Name	(Person, Firm, Corp.)	Title of Authorized Representative	
Address		Name of Authorized Representative	
City, State, Zip			
(Date)	_	(Signed)	

ATTACHMENT 2 – NON-COLLUSION DECLARATION

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE STATEMENT OF QUALIFICATIONS (SOQ)

INDEPENDENT POLICE AUDITOR INVESTIGATION SERVICES

The undersigne	d declares:		
I am the	[Insert Title] (of	,[Insert name of
company, corpo	oration, LLC, partnership or joint ve	enture] the party making th	ne foregoing SOQ.
association, org Respondent has sham SOQ. The	made in the interest of, or on beha ganization, or corporation. The SOC s not directly or indirectly induced Respondent has not directly or ind nyone else to put in a sham SOQ, of e SOQ are true.	Q is genuine and not collusion or solicited any other respondirectly colluded, conspired	ve or sham. The ondent to put in a false or , connived, or agreed with
joint venture, li	cuting this declaration on behalf o mited liability company, limited lia he or she has full power to execut	bility partnership, or any ot	ther entity, hereby
	penalty of perjury under the laws I that this declaration is executed o		
Ву:			
Name:			
Title:			

ATTACHMENT 3 - REFERENCES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE STATEMENT OF QUALIFICATIONS (SOQ)

INDEPENDENT POLICE AUDITOR INVESTIGATION SERVICES

List three (3) references for work of a similar nature to the Services performed within the last five (5) years. Use additional sheets as necessary.

Name of Agency	Agency Address	
Contact Name	Contact Title	
Contact Telephone	Contact Email Address	
Contract Period	Contract Amount	
Description of sources newformed	in all rading a casta	
Description of services performed	including costs.	
Name of Agency	Agency Address	
Contact Name	Contact Title	
Contact Telephone	Contact Email Address	
Contract Period	Contract Amount	
Description of services performed	including costs.	
Name of Agency	Agency Address	
Contact Name	Contact Title	
Contact Telephone	Contact Email Address	
Contract Period	Contract Amount	

Description of service	es performed including costs.	•	
I hereby certify that the Propo	oser performed the work lister	d above.	
Signature of Proposer	 Name	 Date	_

ATTACHMENT 4 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE STATEMENT OF QUALIFICATIONS (SOQ)

INDEPENDENT POLICE AUDITOR INVESTIGATION SERVICES

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the RFQ. Should the Proposer be awarded a contract for Services, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the Town as additional insured for the Services specified.

By certifying this form, the Proposer also understands the Worker's Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Proposer (Person, Firm, or Corporation)
Signature of Proposer's Authorized Representative
Name & Title of Authorized Representative
Date of Signing

ATTACHMENT 5 – SAMPLE CONSULTANT SERVICES AGREEMENT

[ATTACHED BEHIND THIS PAGE]

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on (DATE) by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Name of Consultant ("Consultant"), whose address is (Address). This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide independent, objective, fair, and transparent review of citizen and internal complaints regarding the conduct of Police Department personnel.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement.

 Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 <u>Scope of Services</u>. Consultant shall provide services as described in that certain Proposal sent to the Town on (DATE), which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 <u>Term and Time of Performance</u>. This contract will remain in effect from date of execution to XXX. Consultant shall perform the services described in this agreement as follows: XXXX
- 2.3 <u>Compliance with Laws</u>. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 <u>Sole Responsibility</u>. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 <u>Information/Report Handling</u>. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services

pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of the these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 <u>Compensation</u>. Compensation for Consultant's professional services **shall not exceed \$XXX**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 <u>Billing</u>. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos Attn: Accounts Payable P.O. Box 655 Los Gatos, CA 95031-0655

- 2.8 <u>Availability of Records</u>. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 <u>Assignability and Subcontracting</u>. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 <u>Independent Contractor</u>. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for

performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 <u>All Coverages</u>. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 <u>Workers' Compensation</u>. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 <u>Indemnification</u>. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 <u>Waiver</u>. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 <u>Governing Law</u>. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 <u>Termination of Agreement</u>. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 <u>Amendment</u>. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 <u>Disputes</u>. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 <u>Notices</u>. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos

Attn: Town Clerk

110 E. Main Street Los Gatos, CA 95030 CONSULTANT

Attn: ADDRESS

- or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.
- 4.7 <u>Order of Precedence</u>. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 <u>Entire Agreement</u>. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.	
Town of Los Gatos by:	Consultant, by:
Laurel Prevetti, Town Manager	
Recommended by:	
XXX	Printed Name and Title
Approved as to Form:	
Robert Schultz, Town Attorney	
Attest:	
Shelley Neis, MMC, CPMC Town Clerk	



MEETING DATE: 03/16/2021

ITEM NO: 9

DATE: March 8, 2021

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Direct the Continued Advancement of the 2016 Measure B Highway 17

Congestion Relief Project

RECOMMENDATION:

Direct the continued advancement of the 2016 Measure B Highway 17 Congestion Relief Project.

BACKGROUND:

In 2016, voters passed the countywide Measure B. This Measure increased the local sales tax to pay for transportation related maintenance and improvements. As the Measure language was being crafted, the Town Council and staff lobbied for inclusion of categories and projects that would allow for the return of sales tax to the Town.

One of the most competitive categories within Measure B is the Highways category. Within this category, potential projects are identified with specific language for Los Gatos that reads:

Highway 17 Corridor Congestion Relief: Upgrade Highway 17/9 interchange to improve pedestrian and bicycle safety, mobility, and roadway operations; deploy advanced transportation technology to reduce freeway cut through traffic in Los Gatos, including traffic signal control system upgrades in Los Gatos, Traveler Information System, advanced ramp metering systems; support Multi-Modal Congestion Relief Solutions, including enhanced Highway 17 Express Bus service, implementing local bus system improvements that reduce auto trips to schools, work, and commercial areas in Los Gatos; and develop park and ride lots to serve as transit hubs for express bus, shuttles, local bus system connections.

PREPARED BY: Matt Morley

Parks and Public Works Director

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

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SUBJECT: Support the Continued Advancement of the 2016 Measure B Highway 17

Congestion Relief Project

DATE: March 8, 2021

BACKGROUND (continued):

This was an important achievement as the Highway program is significantly oversubscribed (potential projects far exceed the available funds in the Measure B Highway category). The Town has advanced a Highway 17 Congestion Relief project to provide relief from cut through traffic that occurs on weekdays and during summer weekends (known as beach traffic). Although Measure B may not be able to fund all of the project, having it proceed early allows for maximizing the funding that does go towards the project.

For this project, the Valley Transportation Authority (VTA) is acting as the project lead with the Town and Caltrans as major stakeholders. Town staff have been working with VTA on initial stages of the project.

DISCUSSION:

As the project would significantly alter Highway 17 and the Highway 9 interchange, the project must follow specific Caltrans processes. This creates several broad phases that are steps along the way towards completing a project and can be grouped as follows with anticipated timelines:

- Project Study Report Project Development Support (PSR/PDS) This phase identifies
 the early project scope, including identifying a purpose and need for the project,
 developing schematic designs, and identifying work for future phases. This phase is in
 progress and near completion.
- Project Approval and Environmental Document (PAED) This next phase begins moving the project through the design phases and toward environmental approval. At the conclusion of this phase, the design will be at or near 65% complete. Funding for this phase is in place and completion is anticipated in December 2022.
- Project Specifications and Engineering (PS&E) This phase leans heavily on the work completed in the previous phase and brings the project documents along towards a buildable project. The timeline estimates this work would progress through 2023 and early 2024.
- Final Design The establishment of the final design is a major milestone for the project in locking in all of the details. Completion is anticipated in late 2024.
- Bid and Construction To begin this phase, construction funding would need to be in place in order to build the project. Award of contract is anticipated in 2025 with construction lasting through the end of 2027.

These phases can act as separate milestones and often establish decision points for moving forward with the project.

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SUBJECT: Support the Continued Advancement of the 2016 Measure B Highway 17

Congestion Relief Project

DATE: March 8, 2021

DISCUSSION (continued):

As noted above, the PSR/PDS phase of the project created the high-level conceptual design. The scope of this project can be separated into two integrated efforts. The first are mainline improvements to Highway 17 beginning at Lark Avenue that aim to enhance vehicle flow and thereby reduce congestion. The existing conditions include a combination of a merge and a lane drop (reducing from three lanes to two) south of Lark Avenue that exacerbate congestion. Studies have shown that short merges and conflicts at onramps caused by large numbers of vehicles entering the mainline increase turbulence on the freeway¹. Relief can be provided through the extension of the merge lanes and through the addition of metering lights. The proposed solution contemplates continuing a third lane or auxiliary lane to Highway 9, where it is envisioned as a forced exit lane in the new design. The extension of the merge requirement from just south of Lark Avenue would help reduce this turbulence. These concepts are provided in Attachment 1.

Similar improvements would occur with the onramps from Highway 9 to Highway 17 in all directions as well as on the mainline from Highway 9 headed northbound. The dangerous short merges associated with the outdated clover leaf design at Highway 9 would be replaced with alternatives that allow for safer merging opportunities. Metering lights would assist with managing the flow of traffic onto Highway 17.

The Highway 9 overpass is the second of the design elements. The first phase (PSR/PDS) of the project explored a number of solutions for the overpass, with two options advancing as viable. This portion of the project envisions reconstructing the overpass to remove conflict zones, focusing on a multi-modal solution. The current concepts provide for bike lanes with buffers, signalized intersections, and potential bike and ped connections to the creek trail and the back of the high school. Onramps would include carpool lanes and metering lights. Signals could be integrated with the Town's adaptive control system and with the Caltrans signals at University and North Santa Cruz Avenues. These concepts are identified as Option 1 and Option 3 (Option 2 was eliminated as undesired) in Attachment 2.

Public input is an important part of this project. The initial phase allowed for work to proceed that identifies feasible conceptual alternatives, while ruling out those that would not serve the need. With these reasonable conceptual ideas identified, future phases (PAED and subsequent phases) of the project will provide opportunities for public engagement to gather reactions and input on the project.

¹ See, for example, Ahn, Soyoung, et al. "Merging and Diverging Effects on Freeway Traffic Oscillations: Theory and Observation." March, 2010.

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SUBJECT: Support the Continued Advancement of the 2016 Measure B Highway 17

Congestion Relief Project

DATE: March 8, 2021

CONCLUSION:

This report provides an update to the project with an outlook towards next steps. Staff is continuing to follow Council direction on advancing this project to help reduce impacts from cut through and beach traffic, as identified on the Council Strategic Priorities list. Future reports to Council will occur at major milestones throughout the course of the project.

COORDINATION:

This project is coordinated with VTA and Caltrans.

FISCAL IMPACT:

It is common for larger projects such as these to obtain funding for individual phases, with funding for later phases, such as construction, identified and secured at a later point. This is the idea behind creating shovel ready projects. Often funding opportunities arise that will only consider projects that are at this shovel ready phase so that the funding authority can ensure the projects are constructed. Moving this project forward through the design phases will help increase competitiveness for these alternative sources.

Measure B funding requires a ten percent non-Measure B match. The PAED (next) phase includes the already allocated Town funds of \$600,000 and \$3.4M in Measure B funds. The PS&E phase will require an additional \$9M. Should Measure B funds be available in the VTA funding cycle for 2024, this project could compete. The project team will continue to look for alternative (non-Measure B) funding opportunities to keep the project progressing and to meet match requirements. The Town may need to provide match funding for the 2024/2025 fiscal year, should that be a direction the Council wishes to pursue. The total project cost through construction is estimated at \$80M - \$90M. All costs are estimates and in 2020 dollars.

ENVIRONMENTAL ASSESSMENT:

The project will begin an environmental assessment during the next phase of the project. This report is ministerial and not subject to environmental review.

Attachments:

- 1. Conceptual Highway 17 Mainline Improvements
- 2. Conceptual Highway 9 Interchange Improvements Options 1 and 3









