



**TOWN OF LOS GATOS  
COUNCIL MEETING AGENDA  
AUGUST 17, 2021  
110 EAST MAIN STREET  
LOS GATOS, CA**

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

**PARTICIPATION IN THE PUBLIC PROCESS**

**How to participate:** 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.

**Effective Proceedings:** 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
  - For inclusion in any Addendum: by 11:00 a.m. the Monday before the Council meeting
  - 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 2<sup>nd</sup> and 4<sup>th</sup> Mondays at 7:00 p.m.  
Live & Archived Council Meetings can be viewed by going to:  
[www.LosGatosCA.gov/TownYouTube](http://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]***

**TOWN OF LOS GATOS  
COUNCIL MEETING AGENDA  
AUGUST 17, 2021  
7:00 PM**

**IMPORTANT NOTICE REGARDING THE AUGUST 17, 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. Members of the public can participate in the meeting by attending in person in the Council Chamber at 110 E. Main Street or by joining the Zoom webinar (log in information provided below). Due to the provisions of the Santa Clara County Health Officer to take action to minimize the spread of COVID-19 **social distancing and mask requirements will be observed** for all attending in person.

**PARTICIPATION**

Public comments can be made live during the Town Council meeting via Zoom or in person from the Council Chamber. 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](http://www.LosGatosCA.gov/TownYouTube).

To provide oral comments in real-time during the meeting:

- **In person:** Provide your name and the item number you would like to speak on with the Town Clerk or Deputy Clerk.
- **Zoom webinar:** Join from a PC, Mac, iPad, iPhone or Android device: click this link <https://us02web.zoom.us/j/81498399112?pwd=MW1LR29BU2xySjhtR243NlFyck0wZz09> Password: 903526. You can also type in 814 9839 9112 in the “Join a Meeting” page on the Zoom website at <https://zoom.us/join>.
  - 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.
- **Join by telephone:** Dial: 877-336-1839. Conference code: 969184

When called to speak, please limit your comments to three (3) minutes, or such other time as the Mayor may decide, consistent with the time limit for speakers at a Council meeting. If you wish to speak to an item or items on the Consent Calendar, please state which item number(s) you are commenting on at the beginning of your time.

If you are unable to participate in real-time, you may email to [PublicComment@losgatosca.gov](mailto: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.



**TOWN OF LOS GATOS  
COUNCIL MEETING AGENDA  
AUGUST 17, 2021  
7:00 PM**

**MEETING CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**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 Closed Session Minutes of the August 3, 2021 Town Council Meeting.
2. Approve Minutes of the August 3, 2021 Town Council Meeting.
3. Receive the Fourth Quarter Investment Report (April through June 2021) for Fiscal Year 2020/21.
4. Appoint Mayor Marico Sayoc as the Town's Voting Delegate and Vice Mayor Rob Rennie as the Town's Alternate for the League of California Cities Annual Conference Scheduled for September 20 - 24, 2021 in Sacramento.
5. Annexation Application AN21-001. Project Location: 16030 Winterbrook Road. Property Owner/Applicant: Alireza Zarrabi.  
Adopt a resolution to set a date for consideration of the reorganization of an uninhabited area designated as Winterbrook No. 6, approximately 0.319 Acres on property pre-zoned R-1:8. APN 523-26-013.
6. Authorize the Town Manager to Execute an Agreement for Consultant Services with O'Brien Code Consulting, Inc. for Building Division Plan Check Consultant Services.
7. Authorize the Town Manager to execute an Agreement for Consultant Services with Interwest Consulting Group for Supplemental Building Division Plan Check Consultant Services.
8. Authorize the Town Manager to execute a Second Amendment for a time extension only for an Agreement for Consultant Services with Mintier Harnish for Preparation of the General Plan update and Environmental Impact Report.
9. Authorize the Town Manager to Execute the First Amendment to the Consultant Services Agreement with Mott MacDonald Group, Inc. for the Los Gatos Creek Trail to Highway 9 Trailhead Connector Project (CIP No. 832-4505) in an Amount Not to Exceed \$90,000 for a Total Contract Amount of \$576,747.

**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 consistent with the Participation Instructions contained on Page 2 of this agenda.*)

10. Approve Addendum to the American Federation of State, County and Municipal Employees Memorandum of Understanding.
11. Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality in Response to the Ongoing COVID-19 Pandemic, Including:
  - a. Temporary Krail Parklets:
    1. Extend Sunset Date for Dining Establishments until January 31, 2022 and Approve a Budget Adjustment of \$40,000 from American Rescue Plan (ARPA);
    2. Provide Direction on Temporary Tents and Other Weather Protection Structures, Including Enforcement;
  - b. Semi-Permanent Parklets:
    1. Allocate Additional Funding of \$680,000 from the Town's ARPA Allocation to Meet the Response of Businesses to the Subsidized Parklet and Grant Application Process; and
  - c. Debrief the Chamber of Commerce's Thursday Night Promenade Events in which the Town Provided Financial Support.
12. Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program Budget and Determine Any Additional Investments Based on Additional Funding Allocated for Capital Purposes.
13. Authorize the Town Manager to Execute Agreements for Justice, Equity, Diversity, and Inclusion (JEDI) Consultant Services:
  - a. American Leadership Forum Silicon Valley Insights (ALF) for External Community Efforts with an Expenditure Budget Adjustment in the Amount of \$54,000 from the General Fund Capital/Special Projects Reserve and
  - b. ReadySet for Internal Town Organizational Work with an Expenditure Budget Adjustment in the Amount of \$50,000 from the General Fund Capital/Special Projects Reserve.

**PUBLIC HEARINGS** (*Applicants/Appellants, their representative, and members of the public may address the Council on any public hearing item consistent with the Participation Instructions contained on Page 2 of this agenda. Applicants/Appellants and their representatives may be allotted up to a total of five minutes maximum for opening statements. Members of the public may be allotted up to three minutes to comment on any public hearing item. Applicants/Appellants and their representatives may be allotted up to a total of three minutes maximum for closing statements. Items requested/recommended for continuance are subject to Council's consent at the meeting.*)

14. Introduction and First Reading of an Ordinance Amending the Los Gatos Town Code to Include Gender-Neutral Pronouns by Eliminating any Gender Preference Language Within the Los Gatos Town Code and Amending Sections Regarding Grammatical Interpretation to Indicate that Whenever a Gender-Neutral Personal Pronoun is Used, it Shall be Deemed to Include the Feminine and Masculine Also.

**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 for public inspection at the front desk of the Los Gatos Town Library, located at 100 Villa Avenue, and are also available for review on the official Town of Los Gatos website. Copies of desk items distributed to members of the Council at the meeting are available for review in the Town Council Chambers.***

***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.***



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/2021

ITEM NO: 1

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**DRAFT  
Minutes of the Town Council Special Meeting - Closed Session  
August 3, 2021**

The Town Council of the Town of Los Gatos conducted a Special Meeting via Teleconference via COVID-19 Shelter in Place Guidelines on Tuesday, August 3, 2021, to hold a Closed Session at 5:00 p.m.

**MEETING CALLED TO ORDER AT 5:05 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

**VERBAL COMMUNICATIONS**

No one spoke.

**THE TOWN WILL MOVE TO CLOSED SESSION ON THE FOLLOWING ITEMS:**

**1. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**

To meet with Town Negotiators listed below in closed session pursuant to Government Code §54957.6 regarding negotiations with the Employee Organizations listed below:

Town Negotiators:

Donna Williams, Liebert Cassidy Whitmore  
Arn Andrews, Assistant Town Manager  
Lisa Velasco, Human Resources Director

Employee Organizations:

American Federation of State, County and Municipal Employees (AFSCME)  
Town Employees Association (TEA)  
Police Officers' Association (POA)

**ADJOURNMENT**

Closed Session adjourned at 5:59 p.m.

Attest:

Submitted by:

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Jenna De Long, Deputy Clerk

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Laurel Prevetti, Town Manager



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**DRAFT  
Minutes of the Town Council Meeting  
August 3, 2021**

The Town Council of the Town of Los Gatos conducted a regular meeting via Teleconference via COVID-19 Shelter in Place Guidelines on Tuesday, August 3, 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

**CLOSED SESSION REPORT**

Robert Schultz, Town Attorney, stated Council met in Closed Session as duly noted on the agenda and no action was taken that requires reporting under the Brown Act.

**COUNCIL/TOWN MANAGER REPORTS**

**Council Matters**

- Vice Mayor Rennie stated he attended the Bay Area Air Quality Management District (BAAQMD) Board, Mobile Source, and Climate Committee meetings; Community Health and Senior Services Commission (CHSSC) meetings; Silicon Valley Housing Policy Leadership Academy; Finance Commission meetings; traffic control virtual training for Community Emergency Response Team (CERT) members by the Los Gatos-Monte Sereno Police Department; Gender Equity Impact of the Pandemic webinar; Silicon Valley Clean Energy Authority (SVCEA) Finance and Administrative Committee meetings.
- Council Member Ristow stated she was on personal leave and thanked the Council, Town staff, and the community for supporting her and her family.
- Council Member Hudes stated he attended the Finance Commission meetings; North 40 (N40) Phase II Community meeting; CHSSC meetings as an observer; Silicon Valley Regional Interoperability Agency Board meeting; Santa Clara Valley Water Commission as a voting alternate; and visited the Nuro facility.
- Council Member Badame stated she participated in the Los Gatos-Monte Sereno Police Department (LGMSPD) Special Olympics Team Torch Run; she attended an introductory meeting with the Police Officers Association (POA) President, two POA members, Chief Decena, and Manager Prevetti; Community meetings on the draft General Plan; Finance Commission meetings as an observer; Democracy Tent meetings as an observer; and several Thursday Promenade events.

Council Matters - continued

- Mayor Sayoc stated she attended the West Valley Mayor's and Manager's Association meetings; Santa Clara County Cities Association General Membership meetings; Hate Crimes Task Force meetings; N40 Phase II Community meeting; Community meetings on the draft General Plan; ceremonial events; and met with residents.

**Manager Matters**

- Announced Building, Planning, Business Licenses, and Engineering public counters will reopen on August 30, 2021. Online options will continue to be offered.
- Announced the Library is fully open with seating and laptops are available; per the Santa Clara County Health Order, masks are required indoors at all Town facilities.
- Announced in person Council meetings will return beginning August 17 and per the Santa Clara County Health Order, masks are required indoors; remote participation options will continue to be available.
- Announced the General Plan Update is underway; both the draft General Plan and draft Environmental Impact Reports are available for review and comments on both documents are welcome.
- Encouraged everyone to visit the Town booth at the Farmer's market for more information on the General Plan.
- Announced a Planning Commission and Town Council General Plan Study Session will be held via teleconference at a date to be announced.

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

1. Approve Council Closed Session Meeting Minutes of June 15, 2021.
2. Approve Council Meeting Minutes of June 15, 2021.
3. Accept Report on Town Manager Approved Actions During the 2021 Town Council Legislative Recess.
4. Consider Approval of a Permanent Sign Permit Application on Property Zoned C-1:PD Located at 110 E. Main Street. APN 529-34-108. Sign Permit Application SN-21-005. Property Owner: Town of Los Gatos. Applicant: Friends Bookstore.
5. Adopt a Resolution Establishing a Housing Element Advisory Board for the 2023-2031 Housing Element Update. **RESOLUTION 2021-032**
6. Adopt a Resolution to Adopt a List of Projects for Fiscal Year 2021/22 Funded by State Senate Bill 1, the Road Repair and Accountability Act of 2017. **RESOLUTION 2021-033**
7. Authorize a Contract Amendment with SWCA Environmental Consultants in the Amount of \$26,000 for a Total Revised Contract Amount not to Exceed \$225,828 for Capital Improvement Project 832-4508 Vegetation Management.
8. Receive Update on ARPA Allocations to Nonentitlement Units of Government and the Town's Allocation.



Consent Items - Continued

9. a. Adopt a Resolution Required by the California Department of Tax and Fee Administration. **RESOLUTION 2021-034**
  - b. Rescind Resolution 2019-002 A Resolution of the Town Council of the Town of Los Gatos, Authorizing Certain Town Representatives and a Town Contractor Access to Sales, Transactions and Use Tax Records Pursuant to Revenue and Taxation Code Section 7056.
  - c. Authorize Amendment and Novation Agreement Between Avenu Insights & Analytics, LLC and MuniServices, LLC for Consultant Services Related to Sales Tax Information and District Tax Information.
10. Authorize the Town Manager to Execute a Contract First Amendment with St. Francis Electric, Inc. for the Traffic Signal and Streetlight Maintenance and Underground Service Alert Locating Services in the Amount of \$8,567, to be Funded from Fiscal Year 2020/21 Parks and Public Works Department – Engineering Development Services Program (5202), for a Total Revised Contract Amount Not to Exceed \$683,567.
11. Endorse the Santa Clara County Cities Association Recommendation for Police Reform.
12. Adopt a Resolution Establishing a Senior Service Committee for Development of a Long-Term Vision and Plan for Senior Service Provision. **RESOLUTION 2021-035**

Council Member Hudes pulled items #5 and #8.

Council Member Badame requested to comment on item #7 as recommended by staff in the Desk Item.

Opened public comment.

No one spoke.

Closed public comment.

**MOTION:** Motion by Council Member Badame to approve Consent Items 1 through 4, 6, 7 including the added wording to extend the agreement to June 30, 2022, and 9 through 12. **Seconded** by Council Member Ristow.

**VOTE:** Motion passed unanimously.

**VERBAL COMMUNICATIONS**

C. Roy

- Commented in opposition of the rainbow crosswalk, Critical Race Theory (CRT), and mask mandate; inquired if exceptions can be made to the mask mandate; commented in support of Town counters opening to the public on August 30.

Verbal Communications – continued

Carl Guardino, Bloom Energy Executive Vice President

- Announced the inaugural Stars and Strides Community Run will be held on August 22 and sign ups can be done online.

Rob Moore, Together We Will Indivisible

- Commented in support of diversity, equity, and inclusion (DEI) efforts.

Julie Ott-Surjan, Valley Medical Center Foundation Director of Events

- Encouraged all to participate in the Stars and Strides Community Run on August 22 and stated sign ups can be done online.

Yvette Weislak

- Commented in opposition of CRT and the rainbow crosswalks.

B Bice

- Commented in opposition of CRT and the rainbow crosswalks.

Ali Miano

- Commented in support of the rainbow crosswalks, and stated CRT is not taught in schools.

Dahlia Epperson

- Commented CRT is being taught in schools, and opposed the rainbow crosswalks.

PJ (Pat) Kearns

- Commented in support of the Stars and Strides Community Run.

Amy Nishide

- Thanked the Town Council and Chamber of Commerce for their efforts in DEI and commented that the School Board is responsible for hearing comments regarding CRT being taught in schools.

Lee Quintana

- Commented in support of Amy's comments and CRT.

## **PUBLIC HEARINGS**

### 13. Water Conservation

- a. Adopt a 45-day Urgency Ordinance Declaring the Existence of a Condition of Drought and Providing for Mandatory Reductions in and Specified Prohibition of Water Use; and
- b. Direct Staff to Implement or Continue Water Conservation Measures and Activities as Described in the Staff Report. **ORDINANCE 2319**

Public Hearing Item #13 – continued

Matt Morley, Parks and Public Works Director, presented the staff report.

Opened Public Comment.

Sara Walker

- Commented on the state of the turf at Bachman Park and requested water conservation measures in the Town parks be implemented equitably.

PJ (Pat) Kearns

- Commented in support of the item; inquired if public service announcements can be televised.

Closed Public Comment.

Council discussed the matter.

**MOTION: Motion by Council Member Ristow to**

- Adopt a 45-day urgency ordinance declaring the existence of a condition of drought and providing for mandatory reductions in and specific prohibition of water use; and
- Direct staff to implement or continue water conservation measures and activities as described in the staff report.

**Seconded by Council Member Badame.**

**VOTE: Motion passed unanimously.**

Town Clerk Neis read the title of the ordinance.

14. Weed Abatement Program Public Hearing to Consider Objections to the 2021 Weed Abatement Program Assessment Report and Adopt a Resolution Confirming the Report and Authorizing Collection of the Assessment Charges. **RESOLUTION 2021-036**

Stefanie Hockemeyer, Executive Assistant, presented the staff report.

Opened Public Comment.

Maria Eaves

- Commented on her protest of the charges for her property.

Closed Public Comment.

Public Hearing Item #14 – continued

Council discussed the matter.

**MOTION: Motion by Council Member Badame** to adopt a resolution confirming the report and authorizing collection of the 2021 Weed Abatement Program Assessment charges. **Seconded by Council Member Hudes.**

**VOTE: Motion passed unanimously.**

**OTHER BUSINESS**

15. Discuss and receive the Police Services Report: January-June 2021.

Jamie Field, Police Captain, and Sarah Tada, Records and Communications Manager, presented the staff report.

Opened Public Comment.

Amy Nishide

- Requested a meeting with Capitan Field to discuss her questions and inquired why Hispanic populations were arrested, stopped, and cited more frequently than other demographics.

Closed Public Comment.

Council discussed the matter.

Council received the Police Services Report: January-June 2021.

16. Direct the Further Implementation of Mental Health Response Options Within the Police Department.

Peter Decena, Chief of Police, presented the staff report.

Opened Public Comment.

No one spoke.

Closed Public Comment.

Council discussed the matter.

Other Business Item #16 – continued

**MOTION: Motion by Council Member Badame to**

- Implement a Vulnerable Communities Response Team, Enhanced Critical Incident Training (CIT) for Patrol Officers, mental health response training for the Victim Services Unit (VSU), Virtual Reality training system program, incorporate Integrating Communications, Assessment, and Tactics (ICAT) into the defensive tactics training curriculum;
- Return to Council at a later date with the cost and viability assessment of the contract ambulance program to transport individuals detained under Welfare and Institutions Code 5150 to Emergency Psychiatric Services and therapy canine program; and
- Direct Town personnel to meet with County leaders to explore further mental health response options.

**Seconded by Council Member Ristow.**

**VOTE: Motion passed unanimously.**

17. Authorize the Town Manager to Execute a Joint Memorandum of Understanding (MOU) Agreement with Santa Clara County Law Enforcement Agencies for Participation and Services Provided by the Santa Clara County Specialized Enforcement Team (SCCSET) Task Force from July 1, 2021 to June 30, 2031.

Peter Decena, Chief of Police, presented the staff report.

Opened Public Comment.

No one spoke.

Closed Public Comment.

Council discussed the matter.

**MOTION: Motion by Council Member Badame to authorize the Town Manager to execute a Joint Memorandum of Understanding (MOU) Agreement with Santa Clara County Law Enforcement Agencies for participation and services provided by the Specialized Enforcement Team (SCCSET) Task Force from July 1, 2021 to June 30, 2031.**

**Seconded by Council Member Hudes.**

**VOTE: Motion passed unanimously.**

**PULLED CONSENT ITEMS**

5. Adopt a Resolution Establishing a Housing Element Advisory Board for the 2023-2031 Housing Element Update. **RESOLUTION 2021-032**

Joel Paulson, Community Development Director, presented the staff report.

Opened Public Comment.

Lee Quintana

- Requested the Housing Element Advisory Board include members of the public.

Ali Miano

- Requested the Housing Element Advisory Board include members of the public.

Rob Moore

- Requested the Housing Element Advisory Board include members of the public.

Closed Public Comment.

Council discussed the matter.

**MOTION: Motion by Council Member Hudes** to adopt a resolution establishing a Housing Element Advisory Board for the 2023-2031 Housing Element Update to include up to four at-large members from the public through the standard recruitment process, the Board shall elect the chair and vice chair, engage the public through social media, and open public comment at two points on the agenda. **Seconded by Council Member Badame.**

**VOTE: Motion passed unanimously.**

8. Receive Update on ARPA Allocations to Nonentitlement Units of Government and the Town's Allocation.

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

Opened Public Comment.

No one spoke.

Closed Public Comment.



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SUBJECT: DRAFT Minutes of the Town Council Meeting of August 3, 2021

DATE: August 3, 2021

Pulled Consent item #8 – continued

Council discussed the matter.

Council received the update on ARPA Allocations to Nonentitlement Units of Government and the Town's allocation.

**ADJOURNMENT**

The meeting adjourned at 9:49 p.m.

Submitted by:

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Jenna De Long, Deputy Clerk



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 8/9/2021

ITEM NO: 3

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DATE: August 10, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Receive the Fourth Quarter Investment Report (April through June 2021) for Fiscal Year 2020/21.

**RECOMMENDATION:**

Receive the Fourth Quarter Investment Report (April through June 2021) for Fiscal Year (FY) 2020/21.

**DISCUSSION:**

This Investment Report was provided to the Finance Commission on August 9, 2021.

As of June 30, 2021, the Town's weighted portfolio yield was 1.37% which trended above the Local Agency Investment Fund (LAIF) yield of 0.26%. This favorable yield differential to LAIF was primarily due to the LAIF portfolio's weighted average maturity (WAM) of 291 days and the Town's longer WAM of 526 days. The Town's weighted average rate of return of 1.37% at the close of the Fourth quarter was 68 basis points lower when compared to the Fourth quarter return of 2.05% in 2020.

In the Fourth quarter, LAIF yields continued their steady decline each month for the year. Staff in coordination with the Town's investment advisor primarily replaced maturing investments in shorter term maturities in the two to three year maturity range. These investments capture current yields that exceed the rates expected to be earned in the State Local Agency Investment Fund (LAIF) pool during that same time period. The State LAIF pool typically lags the market when current market yields are either increasing or decreasing.

In mid-June 2021 the Federal Reserve (Fed) released its latest statement announcing no change to its current policy. The Fed said it is committed to keeping the target range for the federal funds rate at 0% to 0.25% until labor market conditions and inflation meet the Fed's desired targets.

**PREPARED BY:** Stephen Conway  
Finance Director

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

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PAGE 2 OF 2

SUBJECT: Receive the Fourth Quarter Investment Report (April through June 2021) for  
Fiscal Year 2020/21

DATE: Aug 10, 2021

CONCLUSION:

Staff recommends that the Town Council receive the Fourth Quarter Investment Report (April through June 2021) for Fiscal Year 2020/21.

Attachment:

1. Fourth Quarter Investment Report for FY 2020/21 (April through June 2021)

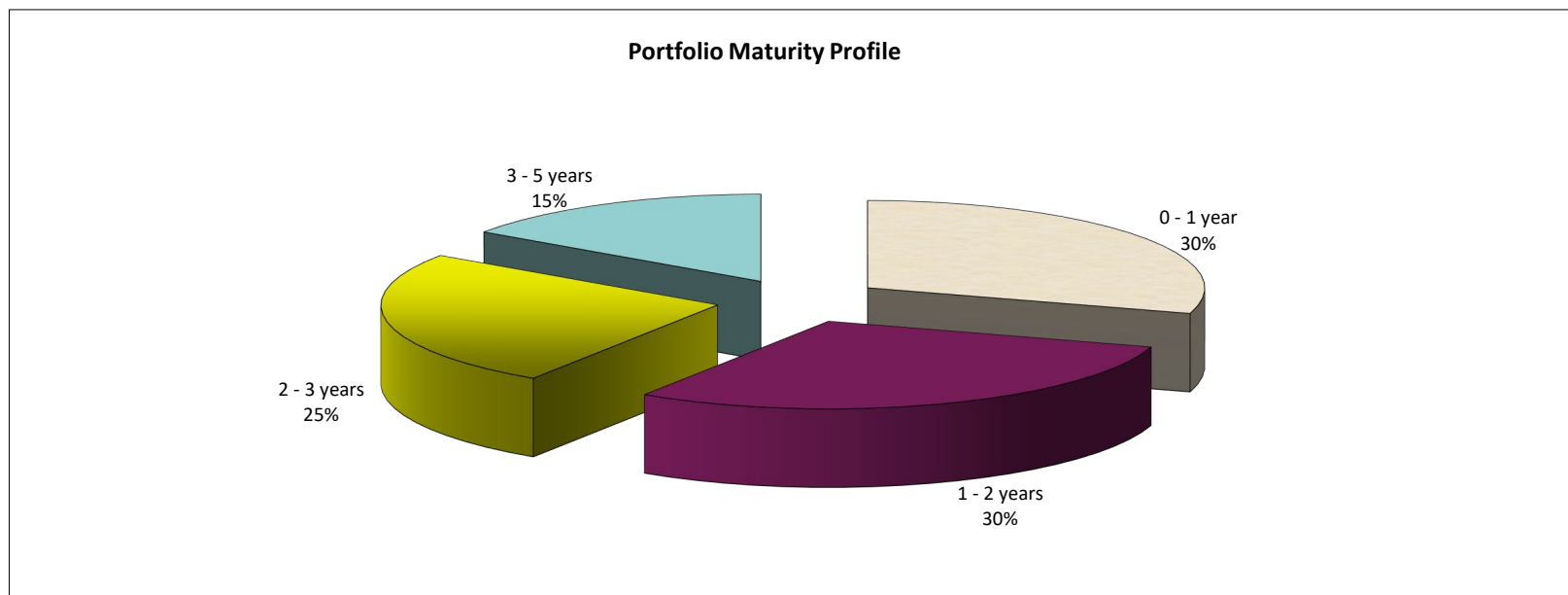
**Town of Los Gatos  
Summary Investment Information  
June 30, 2021**

**Weighted Average YTM Portfolio Yield:** **1.37%** **Weighted Average Maturity (days)** **526**

	<u>This Month</u>	<u>Last Month</u>	<u>One year ago</u>
<b>Portfolio Balance</b>	\$67,951,235	\$64,959,658	\$72,013,634

**Benchmarks/ References:**

Town's Average Yield	1.37%	1.40%	2.05%
LAIF Yield for month	0.26%	0.32%	2.43%
3 mo. Treasury	0.05%	0.02%	2.09%
6 mo. Treasury	0.06%	0.04%	2.10%
2 yr. Treasury	0.25%	0.15%	1.76%
5 yr. Treasury (most recent)	0.89%	0.80%	1.77%
10 Yr. Treasury	1.50%	1.60%	2.01%

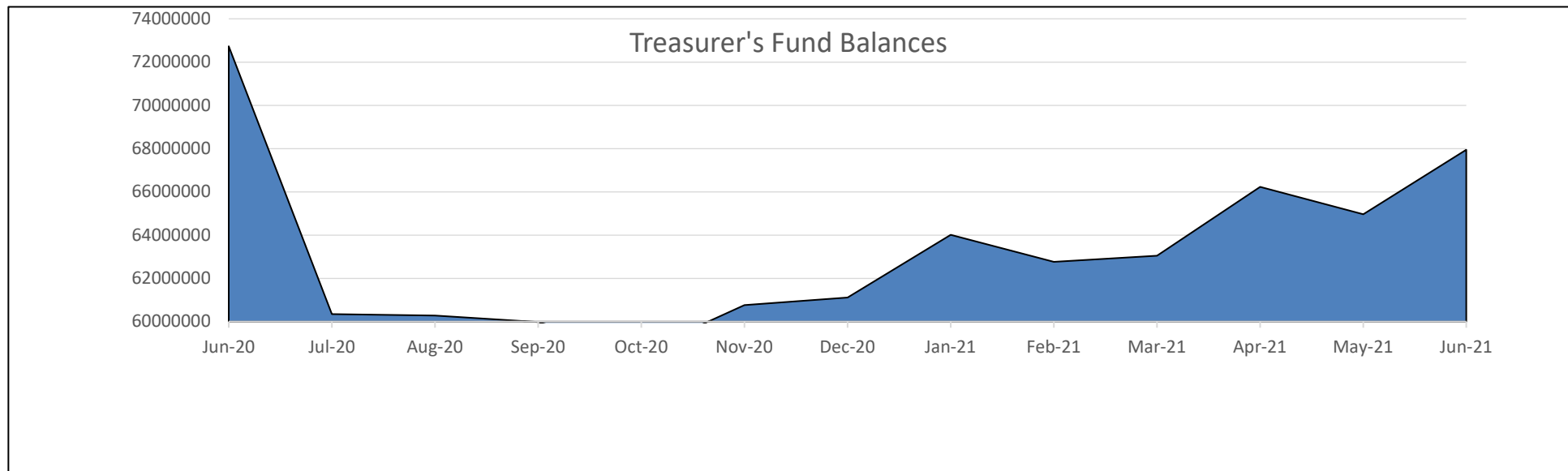
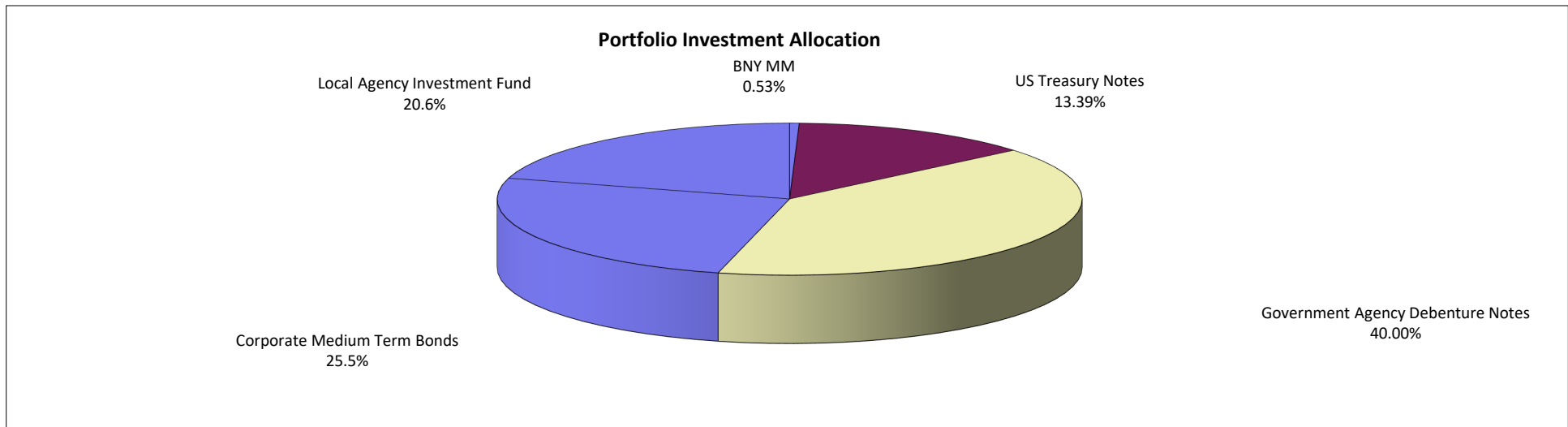


**Compliance:** The Town's investments are in compliance with the Town's investment policy dated November 3, 2020 and also in compliance with the requirements of Section 53601 of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

**Town of Los Gatos**  
**Portfolio Allocation & Treasurer's Fund Balances**  
**June 30, 2021**

	Month	YTD
Fund Balances - Beginning of Month/Period	\$64,959,658.21	\$72,729,892.43
Receipts	7,229,619.26	54,513,057.07
Disbursements	(4,238,042.38)	(59,291,714.41)
Fund Balances - End of Month/Period	<u>\$67,951,235.09</u>	<u>\$67,951,235.09</u>

<u>Portfolio Allocation:</u>		% of Portfolio	<u>Max. % Or \$ Allowed Per State Law or Policy</u>
BNY MM	\$305,796.61	0.53%	20% of Town Portfolio
US Treasury Notes	\$7,723,182.05	13.39%	No Max. on US Treasuries
Government Agency Debenture Notes	\$23,078,639.75	40.00%	No Max. on Non-Mortgage Backed
Corporate Medium Term Bonds	\$14,708,522.51	25.49%	30% of Town Portfolio
Local Agency Investment Fund	\$11,879,230.16	20.59%	\$75 M per State Law
Subtotal - Investments	57,695,371.08	100.00%	
Reconciled Demand Deposit Balances	<u>10,255,864.01</u>		
 Total Treasurer's Fund	 <u>\$67,951,235.09</u>		



**Town of Los Gatos**  
**Non-Treasury Restricted Fund Balances**  
**June 30, 2021**

	Beginning Balance	JUNE 21 Deposits Realized Gain/Adj.	JUNE 21 Interest/ Earnings	JUNE 21 Withdrawals	Ending Balance	
Non-Treasury Funds:						
Cert. of Participation 2002 Series A Reserve Fund	\$ 686,267.91		\$ 5.89		\$ 686,273.80	Note 1
Cert. Of Participation 2010 Ser A Lease Pymt Fund	0.39				\$ 0.39	Note 1
Cert. of Participation 2002 Lease Payment Fund	19.71				\$ 19.71	Note 1
Cert. of Participation 2010 Series Reserve Fund	1,298,186.25		7.12		1,298,193.37	Note 2
Total Restricted Funds:	<u>\$ 1,984,474.26</u>	<u>\$ -</u>	<u>\$ 13.01</u>	<u>\$ -</u>	<u>\$ 1,984,487.27</u>	
CEPPT IRS Section 115 Trust	0.00	0.00	0.00	0.00	0.00	
Grand Total COP's and CEPPT Trust	<u>\$ 1,984,474.26</u>	<u>\$ -</u>	<u>\$ 13.01</u>	<u>\$ -</u>	<u>\$ 1,984,487.27</u>	

These accounts are not part of the Treasurer's fund balances reported elsewhere in this report, as they are for separate and distinct entities.

**Note 1:** The three original funds for the Certificates of Participation 2002 Series A consist of construction funds which will be expended over the next few years, reserve funds which will guarantee the payment of lease payments, and a third fund for the disbursement of lease payments and initial delivery costs.

**Note 2:** The 2010 COP Funds are all for the Library construction, reserves to guarantee lease payments, and a lease payment fund for the life of the COP issue. The COI fund was closed in September 2010.

**Note 3:** The CEPPT Section IRS Section 115 Trust was established as an irrevocable trust dedicated to accumulate resources to fund the Town's unfunded liabilities related to pension and other po



**Town of Los Gatos**  
**Statement of Interest Earned**  
**June 30, 2021**

Interest by Month

July 2020	\$78,263.77
August 2020	78,263.76
September 2020	75,077.38
October 2020	71,634.00
November 2020	68,018.31
December 2020	70,285.58
January 2021	69,933.93
February 2021	60,470.54
March 2021	65,158.26
April 2021	60,531.06
May 2021	62,227.07
June 2021	<u>62,363.40</u>
	<u><u>\$822,227.06</u></u>



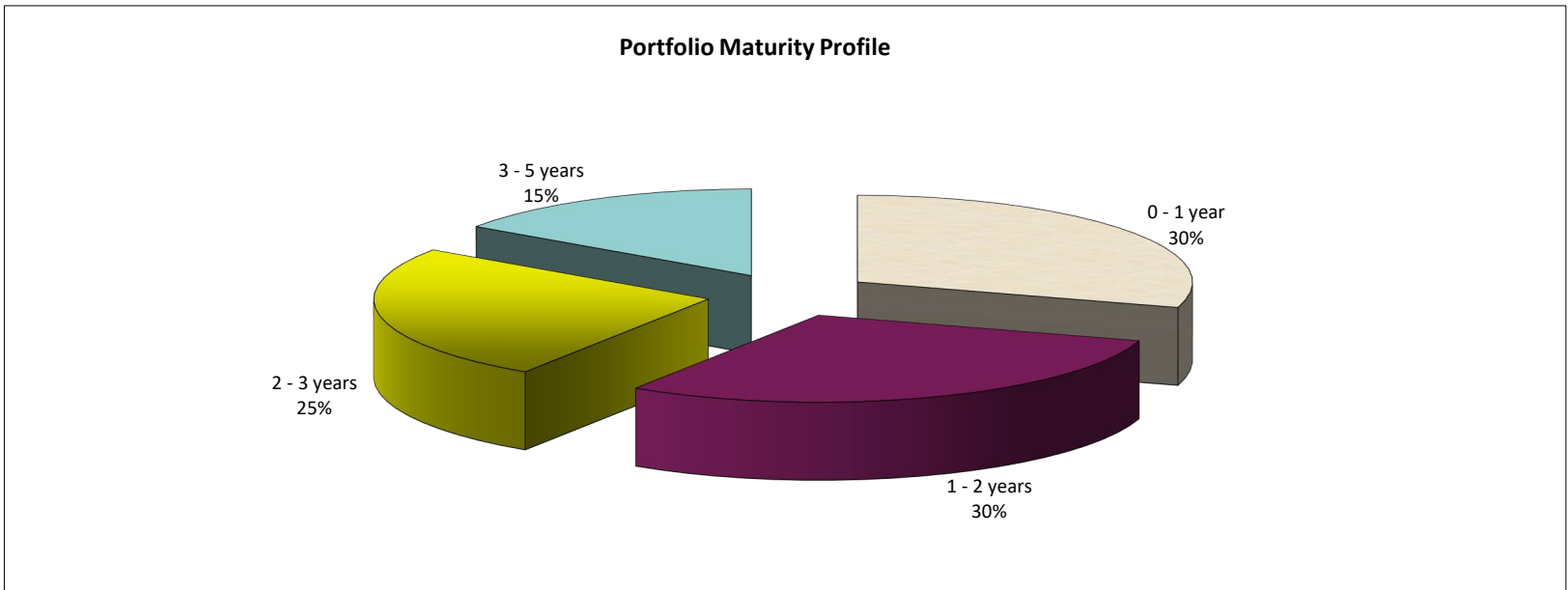
**Town of Los Gatos  
Summary Investment Information  
May 31, 2021**

**Weighted Average YTM Portfolio Yield:** **1.40%** **Weighted Average Maturity (days)** **536**

	<u>This Month</u>	<u>Last Month</u>	<u>One year ago</u>
<b>Portfolio Balance</b>	\$64,959,658	\$66,219,351	\$69,817,884

**Benchmarks/ References:**

Town's Average Yield	1.40%	1.41%	1.87%
LAIF Yield for month	0.32%	0.34%	1.36%
3 mo. Treasury	0.02%	0.02%	0.15%
6 mo. Treasury	0.04%	0.04%	0.19%
2 yr. Treasury	0.15%	0.16%	0.16%
5 yr. Treasury (most recent)	0.80%	0.85%	0.30%
10 Yr. Treasury	1.60%	1.63%	0.65%

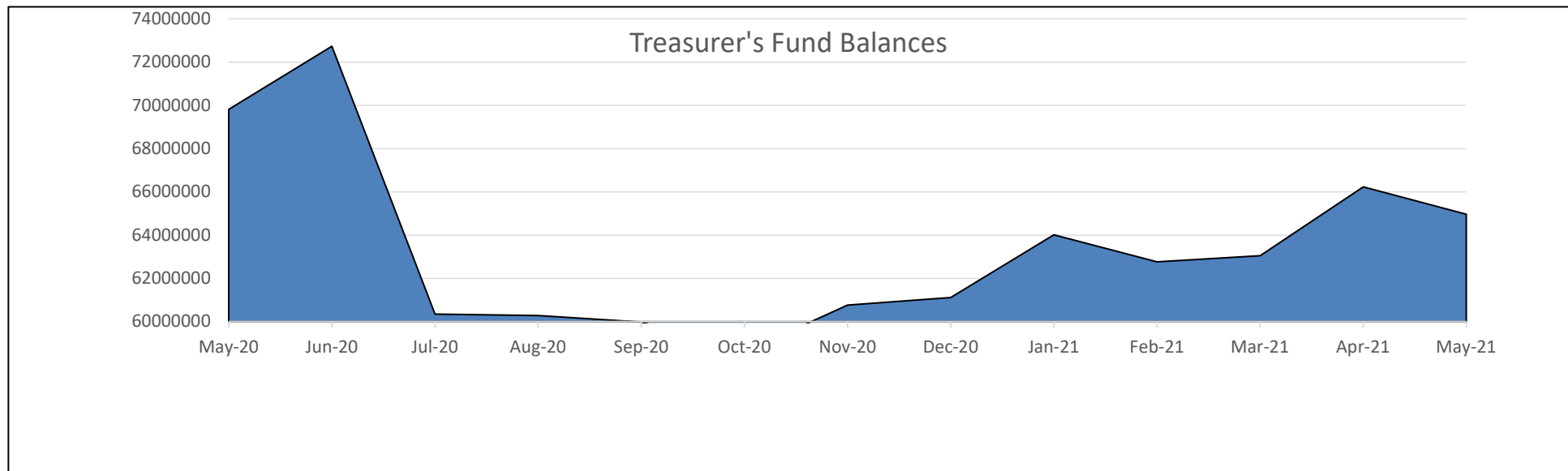
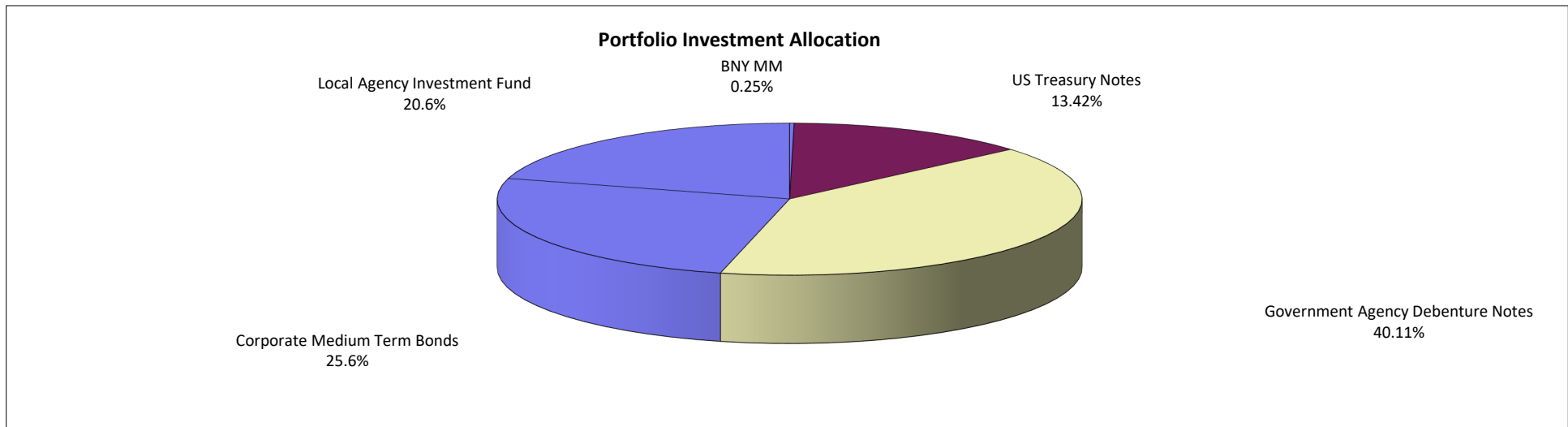


**Compliance:** The Town's investments are in compliance with the Town's investment policy dated November 3, 2020 and also in compliance with the requirements of Section 53601 of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

**Town of Los Gatos**  
**Portfolio Allocation & Treasurer's Fund Balances**  
**May 31, 2021**

	Month	YTD
Fund Balances - Beginning of Month/Period	\$66,219,351.32	\$72,729,892.43
Receipts	1,905,002.35	47,283,437.81
Disbursements	(3,164,695.46)	(55,053,672.03)
Fund Balances - End of Month/Period	<u>\$64,959,658.21</u>	<u>\$64,959,658.21</u>

<u>Portfolio Allocation:</u>	%	% of Portfolio	<u>Max. % Or \$ Allowed Per State Law or Policy</u>
BNY MM	\$144,732.52	0.25%	20% of Town Portfolio
US Treasury Notes	\$7,723,416.42	13.42%	No Max. on US Treasuries
Government Agency Debenture Notes	\$23,078,639.75	40.11%	No Max. on Non-Mortgage Backed
Corporate Medium Term Bonds	\$14,708,522.51	25.56%	30% of Town Portfolio
Local Agency Investment Fund	\$11,879,230.16	20.65%	\$75 M per State Law
Subtotal - Investments	57,534,541.36	100.00%	
Reconciled Demand Deposit Balances	<u>7,425,116.85</u>		
<b>Total Treasurer's Fund</b>	<b><u>\$64,959,658.21</u></b>		



**Town of Los Gatos**  
**Non-Treasury Restricted Fund Balances**  
**May 31, 2021**

	Beginning Balance	MAY 21 Deposits Realized Gain/Adj.	MAY 21 Interest/ Earnings	MAY 21 Withdrawals	Ending Balance	
Non-Treasury Funds:						
Cert. of Participation 2002 Series A Reserve Fund	\$ 686,262.21		\$ 5.70		\$ 686,267.91	Note 1
Cert. Of Participation 2010 Ser A Lease Pymt Fund	0.39				\$ 0.39	Note 1
Cert. of Participation 2002 Lease Payment Fund	19.71				\$ 19.71	Note 1
Cert. of Participation 2010 Series Reserve Fund	1,298,175.50		10.75		1,298,186.25	Note 2
Total Restricted Funds:	<u>\$ 1,984,457.81</u>	<u>\$ -</u>	<u>\$ 16.45</u>	<u>\$ -</u>	<u>\$ 1,984,474.26</u>	
CEPPT IRS Section 115 Trust	0.00	0.00	0.00	0.00	0.00	
Grand Total COP's and CEPPT Trust	<u>\$ 1,984,457.81</u>	<u>\$ -</u>	<u>\$ 16.45</u>	<u>\$ -</u>	<u>\$ 1,984,474.26</u>	

These accounts are not part of the Treasurer's fund balances reported elsewhere in this report, as they are for separate and distinct entities.

**Note 1:** The three original funds for the Certificates of Participation 2002 Series A consist of construction funds which will be expended over the next few years, reserve funds which will guarantee the payment of lease payments, and a third fund for the disbursement of lease payments and initial delivery costs.

**Note 2:** The 2010 COP Funds are all for the Library construction, reserves to guarantee lease payments, and a lease payment fund for the life of the COP issue. The COI fund was closed in September 2010.

**Note 3:** The CEPPT Section IRS Section 115 Trust was established as an irrevocable trust dedicated to accumulate resources to fund the Town's unfunded liabilities related to pension and other po

**Town of Los Gatos**  
**Statement of Interest Earned**  
**May 31, 2021**

Interest by Month

July 2020	\$78,263.77
August 2020	78,263.76
September 2020	75,077.38
October 2020	71,634.00
November 2020	68,018.31
December 2020	70,285.58
January 2021	69,933.93
February 2021	60,470.54
March 2021	65,158.26
April 2021	60,531.06
May 2021	62,227.07
June 2021	_____
	<u><u>\$759,863.66</u></u>





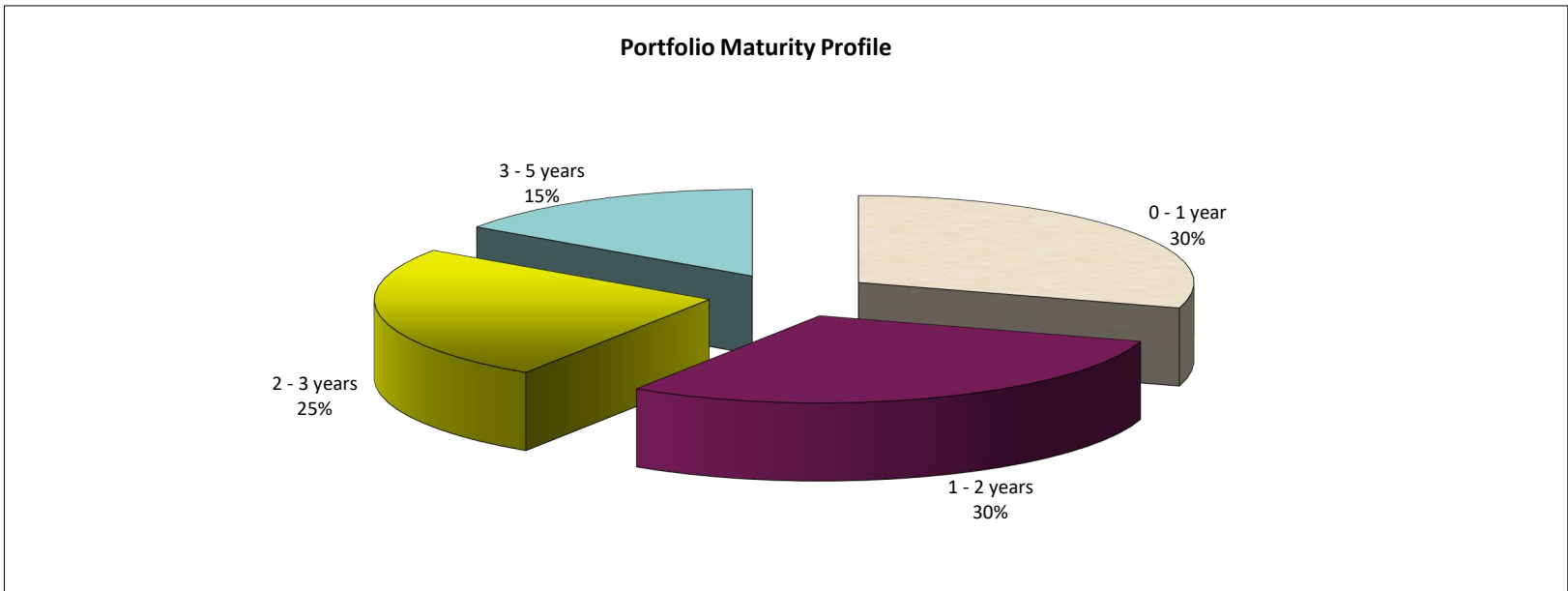
**Town of Los Gatos  
Summary Investment Information  
April 30, 2021**

**Weighted Average YTM Portfolio Yield:** **1.41%** **Weighted Average Maturity (days)** **561**

	<u>This Month</u>	<u>Last Month</u>	<u>One year ago</u>
<b>Portfolio Balance</b>	\$66,219,351	\$63,051,470	\$72,729,892

**Benchmarks/ References:**

Town's Average Yield	1.41%	1.43%	1.86%
LAIF Yield for month	0.34%	0.36%	1.22%
3 mo. Treasury	0.02%	0.02%	0.15%
6 mo. Treasury	0.04%	0.04%	0.19%
2 yr. Treasury	0.16%	0.16%	0.15%
5 yr. Treasury (most recent)	0.85%	0.94%	0.29%
10 Yr. Treasury	1.63%	1.74%	0.66%

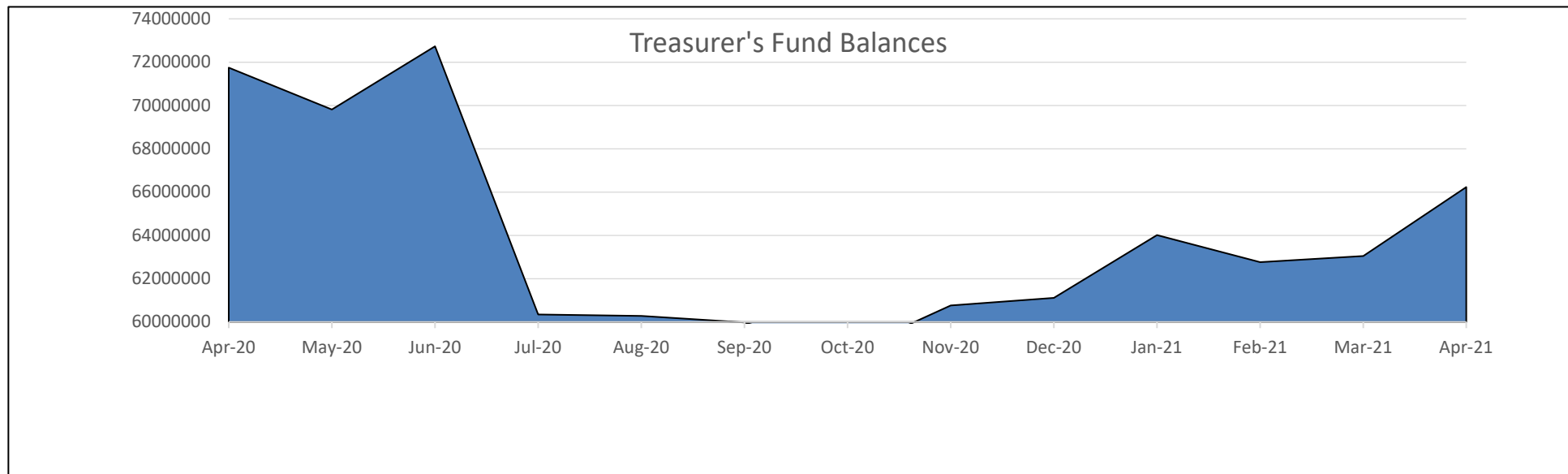
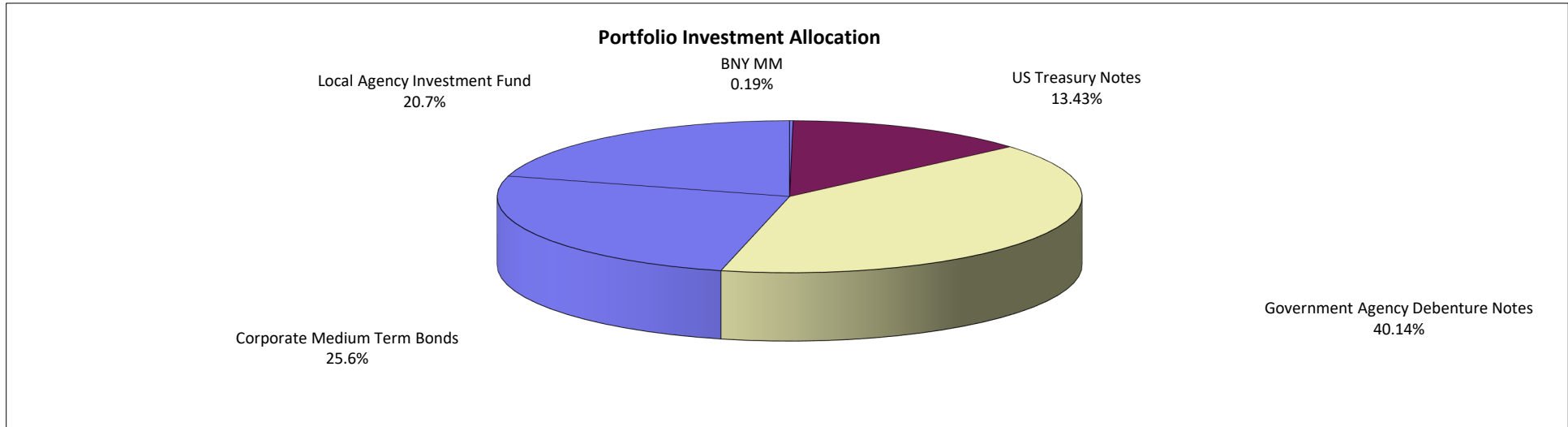


**Compliance:** The Town's investments are in compliance with the Town's investment policy dated November 3, 2020 and also in compliance with the requirements of Section 53601 of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

**Town of Los Gatos**  
**Portfolio Allocation & Treasurer's Fund Balances**  
**April 30, 2021**

	Month	YTD
Fund Balances - Beginning of Month/Period	\$63,051,470.37	\$72,729,892.43
Receipts	8,336,252.15	45,378,435.46
Disbursements	(5,168,371.20)	(51,888,976.57)
Fund Balances - End of Month/Period	<u>\$66,219,351.32</u>	<u>\$66,219,351.32</u>

<u>Portfolio Allocation:</u>	%	% of Portfolio	<u>Max. % Or \$ Allowed Per State Law or Policy</u>
BNY MM	\$109,631.17	0.19%	20% of Town Portfolio
US Treasury Notes	\$7,723,416.42	13.43%	No Max. on US Treasuries
Government Agency Debenture Notes	\$23,078,639.75	40.14%	No Max. on Non-Mortgage Backed
Corporate Medium Term Bonds	\$14,708,522.51	25.58%	30% of Town Portfolio
Local Agency Investment Fund	\$11,879,230.16	20.66%	\$75 M per State Law
Subtotal - Investments	57,499,440.01	100.00%	
Reconciled Demand Deposit Balances	<u>8,719,911.31</u>		
 Total Treasurer's Fund	 <u>\$66,219,351.32</u>		



**Town of Los Gatos**  
**Non-Treasury Restricted Fund Balances**  
**April 30, 2021**

	Beginning Balance	APR 21 Deposits Realized Gain/Adj.	APR 21 Interest/ Earnings	APR 21 Withdrawals	Ending Balance	
Non-Treasury Funds:						
Cert. of Participation 2002 Series A Reserve Fund	\$ 686,256.32		\$ 5.89		\$ 686,262.21	Note 1
Cert. Of Participation 2010 Ser A Lease Pymt Fund	0.39				\$ 0.39	Note 1
Cert. of Participation 2002 Lease Payment Fund	19.71				\$ 19.71	Note 1
Cert. of Participation 2010 Series Reserve Fund	1,298,163.66		11.84		1,298,175.50	Note 2
Total Restricted Funds:	<u>\$ 1,984,440.08</u>	<u>\$ -</u>	<u>\$ 17.73</u>	<u>\$ -</u>	<u>\$ 1,984,457.81</u>	
CEPPT IRS Section 115 Trust	699,679.04	0.00	7,308.96	706,988.00	0.00	
Grand Total COP's and CEPPT Trust	<u>\$ 2,684,119.12</u>	<u>\$ -</u>	<u>\$ 7,326.69</u>	<u>\$ 706,988.00</u>	<u>\$ 1,984,457.81</u>	

These accounts are not part of the Treasurer's fund balances reported elsewhere in this report, as they are for separate and distinct entities.

**Note 1:** The three original funds for the Certificates of Participation 2002 Series A consist of construction funds which will be expended over the next few years, reserve funds which will guarantee the payment of lease payments, and a third fund for the disbursement of lease payments and initial delivery costs.

**Note 2:** The 2010 COP Funds are all for the Library construction, reserves to guarantee lease payments, and a lease payment fund for the life of the COP issue. The COI fund was closed in September 2010.

**Note 3:** The CEPPT Section IRS Section 115 Trust was established as an irrevocable trust dedicated to accumulate resources to fund the Town's unfunded liabilities related to pension and other po

**Town of Los Gatos**  
**Statement of Interest Earned**  
**April 30, 2021**

Interest by Month

July 2020	\$78,263.77
August 2020	78,263.76
September 2020	75,077.38
October 2020	71,634.00
November 2020	68,018.31
December 2020	70,285.58
January 2021	69,933.93
February 2021	60,470.54
March 2021	65,158.26
April 2021	60,531.06
May 2021	
June 2021	
	<hr/>
	<u><u>\$697,636.59</u></u>





**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE:8/9/2021

ITEM NO: 3

DESK ITEM

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DATE: August 17, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Receive the Fourth Quarter Investment Report (April through June 2021) for Fiscal Year 2020/21.

REMARKS:

Attachment 2 contains the Town of Los Gatos Environmental, Social and Governance (ESG) Scores as of 6/30/2021. The report was inadvertently was left out from Attachment 1.

Attachment previously provided with the Staff Report):

1. Fourth Quarter Investment Report for FY 2020/21 (April through June 2021)

Attachment provided with this Desk Item:

2. The Town of Los Gatos ESG Scores as of June 30, 2021

PREPARED BY: Stephen Conway  
Finance Director

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

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Town of Los Gatos

Insight ESG Ratings as of June 30, 2021

Security Description	Maturity Date	Par/Shares	Moody Rating	S&P Rating	Insight ESG Rating	Environment	Social	Governance	
TOYOTA MOTOR CREDIT CORP 2.6% 11JAN2022	1/11/2022	\$ 1,100,000	A1	A+	3	3	3	4	X
AMERICAN EXPRESS CREDIT 2.7% 03MAR2022 (CALLABLE 31JAN22)	3/3/2022	\$ 1,000,000	A2	A-	2	1	2	3	X
PNC FINANCIAL SERVICES 3.3% 08MAR2022 (CALLABLE 06FEB22)	3/8/2022	\$ 1,000,000	A3	A-	2	3	3	3	X
IBM CORP 1.875% 01AUG2022	8/1/2022	\$ 1,000,000	A2	A-	3	2	3	4	X
WELLS FARGO BANK NA 2.082% 09SEP2022 (CALLABLE 09SEP21)	9/9/2022	\$ 1,350,000	Aa2	A+	4	1	5	5	X
JPMORGAN CHASE & CO 3.25% 23SEP2022	9/23/2022	\$ 900,000	A2	A-	3	1	3	4	X
AMERICAN HONDA FINANCE 1.95% 10MAY2023	5/10/2023	\$ 600,000	A3	A-	3	2	4	3	X
TOYOTA MOTOR CREDIT CORP 1.35% 25AUG2023	4/8/2021	\$ 500,000	A1	A+	3	3	3	4	X
BANK OF AMERICA CORP 3.004% 20DEC2023 (CALLABLE 20DEC22)	12/20/2023	\$ 1,300,000	A2	A-	3	1	4	4	X
JPMORGAN CHASE & CO 3.875% 01FEB2024	2/1/2024	\$ 1,400,000	A2	A-	3	1	3	4	X
US BANCORP 3.375% 05FEB2024 (CALLABLE 05JAN24)	2/5/2024	\$ 1,000,000	A2	A+	3	2	4	3	X
IBM CORP 3.0% 15MAY2024	5/15/2024	\$ 1,000,000	A2	A-	3	2	3	4	X
CATERPILLAR FIN SERVICES 2.85%	5/17/2024	\$ 1,000,000	A2	A	3	3	3	4	X
AMERICAN HONDA FINANCE 2.4% 27JUN2024	6/27/2024	\$ 1,000,000	A3	A-	3	2	4	3	X
HONEYWELL INTERNATIONAL 2.3% 15AUG2024 (CALLABLE 15JUL24)	8/15/2024	\$ 1,000,000	A2	A	4	3	5	3	X
<b>Total/Average</b>		<b>\$ 15,150,000</b>			<b>2.9</b>	<b>1.9</b>	<b>3.4</b>	<b>3.7</b>	

\*ESG ratings are from 1 to 5, with 1 as the highest rating and 5 as the lowest. All ratings are weighted by industry rankings, based on the importance of the category within the individual industry.





**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/2021

ITEM NO: 4

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DATE: July 30, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Appoint Mayor Marico Sayoc as the Town's Voting Delegate and Vice Mayor Rob Rennie as the Town's Alternate for the League of California Cities Annual Conference Scheduled for September 20 - 24, 2021 in Sacramento

**RECOMMENDATION:**

Appoint Mayor Marico Sayoc as the Town's voting delegate and Vice Mayor Rob Rennie as the Town's alternate for the League of California Cities Annual Conference scheduled for September 20 - 24, 2021 in Sacramento.

**REMARKS:**

Each year the League of California Cities conducts an annual conference to discuss key legislative, social, fiscal, and service issues affecting California municipalities. One important aspect of the conference is its annual business meeting at which the League membership takes action on conference resolutions. Annual conference resolutions guide cities and the League in efforts to improve the quality, responsiveness, and vitality of local government in California.

To expedite the annual business meeting, participating cities/towns have been asked to designate a primary voting delegate and optionally, an alternate voting delegate. The voting delegate is typically the Town's appointed Representative or the appointed Alternate. As the current appointed Representative to the League, Mayor Marico Sayoc will be attending the conference and has agreed to serve as the Town's voting delegate. As the current appointed Alternate Representative to the League, Vice Mayor Rob Rennie has agreed to serve as the Town's alternate voting delegate.

Attachment 1 contains the 2021 League of California Cities Conference Resolutions Packet. It has been the Town's past practice to have the appointed voting delegate determine the Town's position based on resolution discussion and feedback at the League Annual Business Meeting.

**PREPARED BY:** Janette Judd  
Executive Assistant to the Town Manager and Town Council

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

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PAGE 2 OF 2

SUBJECT: Appoint Mayor Marico Sayoc as the Town's Voting Delegate and Vice Mayor Rob Rennie as the Town's Alternate for the League of California Cities Annual Conference Scheduled for September 20 – 24, 2021 in Sacramento

DATE: July 30, 2021

FISCAL IMPACT:

The Town Council training and travel budget has sufficient resources to cover conference participation costs, if any.

Attachment:

1. 2021 League of California Cities Conference Resolutions Packet



*Annual Conference  
Resolutions Packet*

*2021 Annual Conference Resolutions*



ATTACHMENT 1

*September 22 - 24, 2021*

## INFORMATION AND PROCEDURES

**RESOLUTIONS CONTAINED IN THIS PACKET:** The League of California Cities (Cal Cities) bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to Cal Cities policy committees.

**POLICY COMMITTEES:** Three policy committees will meet virtually one week prior to the Annual Conference to consider and take action on the resolutions. The sponsors of the resolutions have been notified of the time and location of the meetings.

**GENERAL RESOLUTIONS COMMITTEE:** This committee will meet at 1:00 p.m. on Thursday, September 23, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of Cal Cities regional divisions, functional departments, and standing policy committees, as well as other individuals appointed by the Cal Cities president. Please check in at the registration desk for room location.

**CLOSING LUNCHEON AND GENERAL ASSEMBLY:** This meeting will be held at 12:30 p.m. on Friday, September 24, at the SAFE Credit Union Convention Center.

**PETITIONED RESOLUTIONS:** For those issues that develop after the normal 60-day deadline, a petition resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Closing Luncheon & General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 23. Resolutions can be viewed on Cal Cities Web site: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

Any questions concerning the resolutions procedures may be directed to Meg Desmond [mdesmond@calcities.org](mailto:mdesmond@calcities.org).

## **GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS**

Policy development is a vital and ongoing process within Cal Cities. The principal means for deciding policy on the important issues facing cities is through Cal Cities seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop Cal Cities policy. Resolutions should adhere to the following criteria.

### **Guidelines for Annual Conference Resolutions**

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing Cal Cities policy.
4. The resolution should be directed at achieving one of the following objectives:
  - (a) Focus public or media attention on an issue of major importance to cities.
  - (b) Establish a new direction for Cal Cities policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
  - (c) Consider important issues not adequately addressed by the policy committees and board of directors.

**KEY TO ACTIONS TAKEN ON RESOLUTIONS**

Resolutions have been grouped by policy committees to which they have been assigned.

Number                                      Key Word Index                                      Reviewing Body Action

		1	2	3
--	--	---	---	---

1 - Policy Committee Recommendation to General Resolutions Committee  
 2 - General Resolutions Committee  
 3 - General Assembly

**HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE**

		1	2	3
2	Securing Railroad Property Maintenance			

**REVENUE & TAXATION POLICY COMMITTEE**

		1	2	3
1	Online Sales Tax Equity			

**TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE**

		1	2	3
2	Securing Railroad Property Maintenance			

## KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)

Resolutions have been grouped by policy committees to which they have been assigned.

### KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

### ACTION FOOTNOTES

\* Subject matter covered in another resolution

\*\* Existing League policy

\*\*\* Local authority presently exists

### KEY TO ACTIONS TAKEN

- |     |   |
|-----|---|
| A   | Approve   |
| D   | Disapprove  |
| N   | No Action   |
| R   | Refer to appropriate policy committee for study             |
| a   | Amend+  |
| Aa  | Approve as amended+   |
| Aaa | Approve with additional amendment(s)+                       |
| Ra  | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+                            |
| Da  | Amend (for clarity or brevity) and Disapprove+              |
| Na  | Amend (for clarity or brevity) and take No Action+          |
| W   | Withdrawn by Sponsor  |

### Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the Cal Cities Bylaws.

**1. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES (“CAL CITIES”) CALLING ON THE STATE LEGISLATURE TO PASS LEGISLATION THAT PROVIDES FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL SALES TAX FROM IN-STATE ONLINE PURCHASES, BASED ON DATA WHERE PRODUCTS ARE SHIPPED TO, AND THAT RIGHTFULLY TAKES INTO CONSIDERATION THE IMPACTS THAT FULFILLMENT CENTERS HAVE ON HOST CITIES BUT ALSO PROVIDES A FAIR SHARE TO CALIFORNIA CITIES THAT DO NOT AND/OR CANNOT HAVE A FULFILLMENT CENTER WITHIN THEIR JURISDICTION**

Source: City of Rancho Cucamonga

Concurrence of five or more cities/city officials:

Cities: Town of Apple Valley; City of El Cerrito; City of La Canada Flintridge; City of La Verne; City of Lakewood; City of Moorpark; City of Placentia; City of Sacramento

Referred to: Revenue and Taxation Policy Committee

**WHEREAS**, the 2018 U.S. Supreme Court decision in *Wayfair v. South Dakota* clarified that states could charge and collect tax on purchases even if the seller does not have a physical presence in the state; and

**WHEREAS**, California cities and counties collect 1% in Bradley Burns sales and use tax from the purchase of tangible personal property and rely on this revenue to provide critical public services such as police and fire protection; and

**WHEREAS**, in terms of “siting” the place of sale and determining which jurisdiction receives the 1% Bradley Burns local taxes for online sales, the California Department of Tax and Fee Administration (CDTFA) determines “out-of-state” online retailers as those with no presence in California that ship property from outside the state and are therefore subject to use tax, not sales tax, which is collected in a countywide pool of the jurisdiction where the property is shipped from; and

**WHEREAS**, for online retailers that have a presence in California and have a stock of goods in the state from which it fulfills orders, CDTFA considers the place of sale (“situs”) as the location from which the goods were shipped such as a fulfillment center; and

**WHEREAS**, in early 2021, one of the state’s largest online retailers shifted its ownership structure so that it is now considered both an in-state and out-of-state retailer, resulting in the sales tax this retailer generates from in-state sales now being entirely allocated to the specific city where the warehouse fulfillment center is located as opposed to going into a countywide pool that is shared with all jurisdictions in that County, as was done previously; and

**WHEREAS**, this all-or-nothing change for the allocation of in-state sales tax has created winners and losers amongst cities as the online sales tax revenue from the retailer that was once spread amongst all cities in countywide pools is now concentrated in select cities that host a fulfillment center; and

**WHEREAS**, this has created a tremendous inequity amongst cities, in particular for cities that are built out, do not have space for siting a 1 million square foot fulfillment center, are not located along a major travel corridor, or otherwise not ideally suited to host a fulfillment center; and



**WHEREAS**, this inequity affects cities statewide, but in particular those with specific circumstances such as no/low property tax cities that are extremely reliant on sales tax revenue as well as cities struggling to meet their RHNA obligations that are being compelled by the State to rezone precious commercial parcels to residential; and

**WHEREAS**, the inequity produced by allocating in-state online sales tax revenue exclusively to cities with fulfillment centers is exasperated even more by, in addition to already reducing the amount of revenue going into the countywide pools, the cities with fulfillment centers are also receiving a larger share of the dwindling countywide pool as it is allocated based on cities' proportional share of sales tax collected; and

**WHEREAS**, while it is important to acknowledge that those cities that have fulfillment centers experience impacts from these activities and deserve equitable supplementary compensation, it should also be recognized that the neighboring cities whose residents are ordering product from that center now receive no revenue from the center's sales activity despite also experiencing the impacts created by the center, such as increased traffic and air pollution; and

**WHEREAS**, the COVID-19 pandemic greatly accelerated the public's shift towards online purchases, a trend that is unlikely to be reversed to pre-pandemic levels; and

**NOW, THEREFORE, BE IT RESOLVED** that Cal Cities calls on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

## Background Information to Resolution

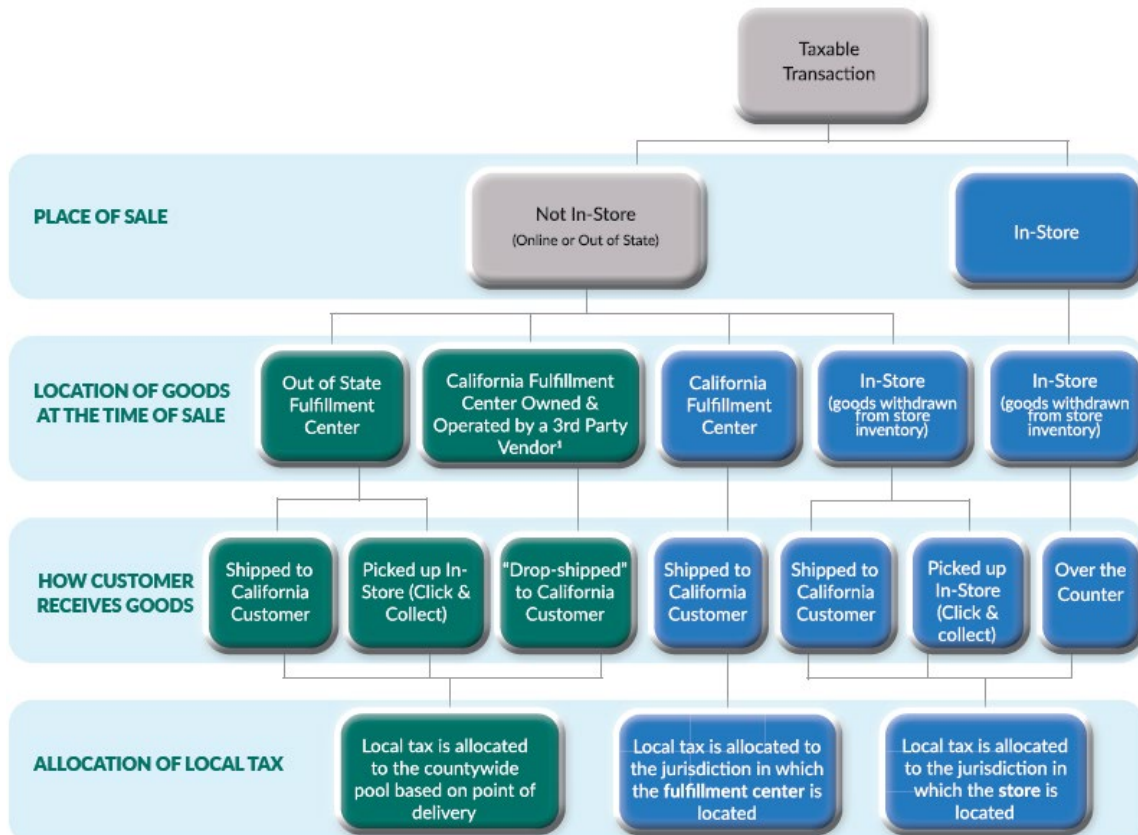
**Source:** City of Rancho Cucamonga

**Background:**

Sales tax is a major revenue source for most California cities. Commonly known as the local 1% Bradley-Burns tax, since the 1950's, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction's boundaries.

Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules. Many of these rules relate to whether or not a given transaction is subject to sales tax, or to use tax – both have the same 1% value, but each applies in separate circumstances. The California Department of Tax and Fee Administration (CDTFA) is responsible for administering this system and issuing rules regarding how it is applied in our state.

The following chart created by HdL Companies, the leading provider of California sales tax consulting, illustrates the complex structure of how sales and use tax allocation is done in California, depending on where the transaction starts, where the goods are located, and how the customer receives the goods:



<sup>1</sup> In this scenario the retailer does not own a stock of goods in California and sales orders are negotiated/processed out of state. An out of state company is not required to hold a seller's permit for an in-state third party warehouse if they do not own a stock of goods at the time of sale.

With the exponential growth of online sales and the corresponding lack of growth, and even decline, of shopping at brick and mortar locations, cities are seeing much of their sales tax

growth coming from the countywide sales tax pools, since much of the sales tax is now funneled to the pools.

Recently, one of the world's largest online retailers changed the legal ownership of its fulfillment centers. Instead of having its fulfillment centers owned and operated by a third-party vendor, they are now directly owned by the company. This subtle change has major impacts to how the 1% local tax is allocated. Following the chart above, previously much of the sales tax would have followed the green boxes on the chart and been allocated to the countywide pool based on point of delivery. Now, much of the tax is following the blue path through the chart and is allocated to the jurisdiction in which the fulfillment center is located. (It should be noted that some of the tax is still flowing to the pools, in those situations where the fulfillment center is shipping goods for another seller that is out of state.)

This change has created a situation where most cities in California – more than 90%, in fact – are experiencing a sales tax revenue loss that began in the fourth quarter of calendar year 2021. Many cities may not be aware of this impact, as the fluctuations in sales tax following the pandemic shutdowns have masked the issue. But this change will have long-term impacts on revenues for all California cities as all these revenues benefiting all cities have shifted to just a handful of cities and counties that are home to this retailer's fulfillment centers.

This has brought to light again the need to address the issues in how sales and use taxes are distributed in the 21<sup>st</sup> century. Many, if not most cities will never have the opportunity have a warehouse fulfillment center due to lack of space or not being situated along a major travel corridor. These policies especially favor retailers who may leverage current policy in order to negotiate favorable sales tax sharing agreements, providing more money back to the retailer at the expense of funding critical public services.

With that stated, it is important to note the many impacts to the jurisdictions home to the fulfillment centers. These centers do support the ecommerce most of us as individuals have come to rely on, including heavy wear and tear on streets – one truck is equal to about 8,000 cars when it comes to impact on pavement – and increased air pollution due to the truck traffic and idling diesel engines dropping off large loads. However, it is equally important that State policies acknowledge that entities without fulfillment centers also experience impacts from ecommerce and increased deliveries. Cities whose residents are ordering products that are delivered to their doorstep also experience impacts from traffic, air quality and compromised safety, as well as the negative impact on brick-and-mortar businesses struggling to compete with the sharp increase in online shopping. These cities are rightfully entitled to compensation in an equitable share of sales and use tax. We do not believe that online sales tax distribution between fulfillment center cities and other cities should be an all or nothing endeavor, and not necessarily a fifty-fifty split, either. But we need to find an equitable split that balances the impacts to each jurisdiction involved in the distribution of products purchased online.

Over the years, Cal Cities has had numerous discussions about the issues surrounding sales tax in the modern era, and how state law and policy should be revisited to address these issues. It is a heavy lift, as all of our cities are impacted a bit differently, making consensus difficult. We believe that by once again starting the conversation and moving toward the development of laws and policies that can result in seeing all cities benefit from the growth taxes generated through online sales, our state will be stronger.

It is for these reasons, that we should all aspire to develop an equitable sales tax distribution for online sales.

**LETTERS OF CONCURRENCE**  
Resolution No. 1

July 19, 2021

Cheryl Viegas Walker, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

Dear President Walker:

The Town of Apple Valley strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at Cal Cities 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the one percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas, all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool. Now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents.

We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the Town of Apple Valley concurs that the resolution should go before the General Assembly. If you have any questions regarding the Town's position in this matter, please do not hesitate to contact the Town Manager at 760-240-7000 x 7051.

Sincerely,

A handwritten signature in black ink, appearing to read "Curt Emick", is placed within a light gray rectangular box.

Curt Emick  
Mayor

July 21, 2021

Cheryl Viegas Walker, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Letter of Support for the City of Rancho Cucamonga's Resolution for Fair and Equitable Distribution of the Bradley Burns 1% Local Sales Tax**

Dear President Walker:

The City of El Cerrito supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the Cal Cities 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Previously, all sales tax revenue generated by this retailer's sales went into a countywide pool and was distributed amongst the jurisdictions in the pool; now the revenue from in-state sales goes entirely to the city where the fulfillment center is located and the packages are shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution, and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities such as El Cerrito who have no chance of ever obtaining a fulfillment center as we are a built out, four square mile, small city. Additionally, cities not situated along major travel corridors and no/low property tax cities that rely on sales tax revenue are especially impacted, as well as cities struggling to build much needed affordable housing that may require rezoning commercial parcels in order to meet their RHNA allocations.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies serve to divide local agencies, exacerbate already difficult municipal finances, and in the end results in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better, and we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of El Cerrito concurs that the resolution should go before the General Assembly.

Sincerely,



Paul Fadelli, Mayor  
City of El Cerrito

cc: El Cerrito City Council  
City of Rancho Cucamonga





City Council  
Terry Walker, Mayor  
Keith Eich, Mayor Pro Tem  
Jonathan C. Curtis  
Michael T. Davitt  
Richard B. Gunter III

July 14, 2021

Ms. Cheryl Viegas Walker, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

Dear President Walker:

The City of La Cañada Flintridge strongly supports the City of Rancho Cucamonga's effort to introduce a resolution for consideration by the General Assembly at CalCITIES' 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1% Bradley Burns local tax revenue (sales tax) from in-state online retailers be allocated to the jurisdiction from which the package was shipped, as opposed to going into a countywide pool, as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as an out-of-state online retailer. Whereas all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the jurisdiction where the fulfillment center is located and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state transactions even though their packages are delivered to locations within those cities' borders and paid for by residents in those locations. Cities that abut jurisdictions with fulfillment centers experience fulfillment centers' impacts just as much, such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers, that was once spread amongst all cities in countywide pools, is now concentrated in select cities fortunate enough to host a fulfillment center. This benefits only those few hosting jurisdictions and is particularly unfair to cities who have no chance of ever hosting a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely heavily on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably eager to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances and, in the end, result in a net loss of local government sales tax proceeds that simply serve to make private

Ms. Cheryl Viegas Walker, President

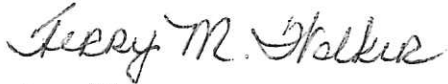
July 14, 2021

Page 2

sector businesses even more profitable at the expense of cities' residents. We should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of La Cañada Flintridge concurs that the proposed resolution should go before the General Assembly.

Sincerely,

A handwritten signature in cursive script that reads "Terry M. Walker".

Terry Walker

Mayor





# CITY OF LA VERNE CITY HALL

3660 "D" Street, La Verne, California 91750-3599  
www.cityoflaverne.org

July 19, 2021

Cheryl Viegas Walker, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

Dear President Walker:

The City of La Verne strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution, and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities which have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are

SISTER CITIES

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General Administration 909/596-8726 • Water Customer Service 909/596-8744 • Community Services 909/596-8700  
Public Works 909/596-8741 • Finance 909/596-8716 • Community Development 909/596-8706 • Building 909/596-8713  
Police Department 909/596-1913 • Fire Department 909/596-5991 • General Fax 909/596-8737

especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exacerbate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end, result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of La Verne concurs that the resolution should go before the General Assembly.

Sincerely,



Bob Russi  
City Manager  
City of La Verne



Steve Croft  
Vice Mayor

Vicki L. Stuckey  
Council Member

Ariel Pe  
Council Member

Todd Rogers  
Council Member



Jeff Wood  
Mayor

July 15, 2021

Cheryl Viegas Walker, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

Dear President Walker:

The City of Lakewood strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas, all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities that have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Lakewood concurs that the resolution should go before the General Assembly.

Sincerely,

A handwritten signature in blue ink that reads "J Wood".

Jeff Wood  
Mayor

# Lakewood



# CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021  
Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

July 14, 2021

**TRANSMITTED ELECTRONICALLY**

Cheryl Viegas-Walker, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

Dear President Walker:

The City of Moorpark strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies of the California Department of Tax and Fees (CDTFA) require that the one percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates both as an in-state online retailer and as an out-of-state online retailer. Whereas all sales tax revenues generated by this retailer's sales previously went into countywide pools and were distributed amongst the jurisdictions in the pool, sales tax revenues from in-state sales now go entirely to the city where the fulfillment center is located and the package is shipped from. Cities that do not have a fulfillment center now receive no sales tax revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution, and deteriorating road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenues from large online retailers that were once spread amongst all cities in countywide pools are now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted, as well as

cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone limited commercial properties for residential land uses.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and ultimately result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses more profitable at the expense of everyone's residents. We can do better than this, and we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Moorpark concurs that the resolution should go before the General Assembly at the 2021 Annual Conference in Sacramento.

Sincerely,



Janice S. Parvin  
Mayor

cc: City Council  
City Manager



*The People are the City*



**Mayor**  
CRAIG S. GREEN

**Mayor Pro Tem**  
CHAD P. WANKE

**Councilmembers:**  
RHONDA SHADER  
WARD L. SMITH  
JEREMY B. YAMAGUCHI

**City Clerk:**  
ROBERT S. MCKINNELL

**City Treasurer**  
KEVIN A. LARSON

**City Administrator**  
DAMIEN R. ARRULA

*401 East Chapman Avenue – Placentia, California 92870*

July 14, 2021

Cheryl Viegas Walker, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

Dear President Walker:

The City of Placentia strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent (1%) Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas, all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

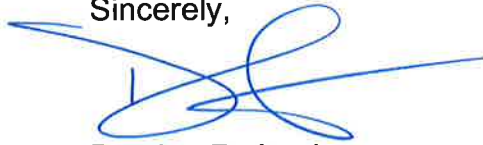
The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The



current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Placentia concurs that the resolution should go before the General Assembly. Should you have any questions regarding this letter, please contact me at (714) 993-8117 or via email at [administration@placentia.org](mailto:administration@placentia.org).

Sincerely,



Damien R. Arrula  
City Administrator

*Leyne Milstein*  
*Assistant City Manager*

*City Hall*  
*915 I Street, Fifth Floor*  
*Sacramento, CA 95814-2604*  
*916-808-5704*

July 19, 2021

Cheryl Viegas Walker, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

Dear President Walker:

The City of Sacramento strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the one percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment

*Leyne Milstein*  
*Assistant City Manager*

*City Hall*  
*915 I Street, Fifth Floor*  
*Sacramento, CA 95814-2604*  
*916-808-5704*

center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their Regional Housing Needs Allocation (RHNA) that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end, result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Sacramento concurs that the resolution should go before the General Assembly.

Sincerely,



Leyne Milstein (Jul 19, 2021 14:48 PDT)

**Leyne Milstein**  
**Assistant City Manager**

## League of California Cities Staff Analysis on Resolution No. 1

Staff: Nicholas Romo, Legislative Affairs, Lobbyist

Committee: Revenue and Taxation

### Summary:

This Resolution calls on the League of California Cities (Cal Cities) to request the Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

### Background:

The City of Rancho Cucamonga is sponsoring this resolution to “*address the issues in how sales and use taxes are distributed in the 21st century.*”

The City notes that “*sales tax is a major revenue source for most California cities. Commonly known as the local 1% Bradley-Burns tax, since the 1950’s, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction’s boundaries. Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules. Many of these rules relate to whether or not a given transaction is subject to sales tax, or to use tax – both have the same 1% value, but each applies in separate circumstances.*”

*Recently, one of the world’s largest online retailers changed the legal ownership of its fulfillment centers. Instead of having its fulfillment centers owned and operated by a third-party vendor, they are now directly owned by the company. This subtle change has major impacts to how the 1% local tax is allocated.*

*This change has created a situation where most cities in California – more than 90%, in fact – are experiencing a sales tax revenue loss that began in the fourth quarter of calendar year 2021. Many cities may not be aware of this impact, as the fluctuations in sales tax following the pandemic shutdowns have masked the issue. But this change will have long-term impacts on revenues for all California cities as all these revenues benefiting all cities have shifted to just a handful of cities and counties that are home to this retailer’s fulfillment centers.”*

The City’s resolution calls for action on an unspecified solution that “*rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction,*” which aims to acknowledge the actions taken by cities to alleviate poverty, catalyze economic development, and improve financial stability within their communities through existing tax sharing and zoning powers.

Ultimately, sponsoring cities believe *“that by once again starting the conversation and moving toward the development of laws and policies that can result in seeing all cities benefit from the growth taxes generated through online sales, our state will be stronger.”*

### **Sales and Use Tax in California**

The Bradley-Burns Uniform Sales Tax Act allows all local agencies to apply its own sales and use tax on the same base of tangible personal property (taxable goods). This tax rate currently is fixed at 1.25% of the sales price of taxable goods sold at retail locations in a local jurisdiction, or purchased outside the jurisdiction for use within the jurisdiction. Cities and counties use this 1% of the tax to support general operations, while the remaining 0.25% is used for county transportation purposes.

In California, all cities and counties impose Bradley-Burns sales taxes. California imposes the sales tax on every retailer engaged in business in this state that sells taxable goods. The law requires businesses to collect the appropriate tax from the purchaser and remit the amount to the California Department of Tax and Fee Administration (CDTFA). Sales tax applies whenever a retail sale is made, which is basically any sale other than one for resale in the regular course of business. Unless the person pays the sales tax to the retailer, they are liable for the use tax, which is imposed on any person consuming taxable goods in the state. The use tax rate is the same rate as the sales tax rate.

Generally, CDTFA distributes Bradley-Burns tax revenue based on where a sale took place, known as a *situs-based system*. A retailer’s physical place of business—such as a retail store or restaurant—is generally the place of sale. “Sourcing” is the term used by tax practitioners to describe the rules used to determine the place of sale, and therefore, which tax rates are applied to a given purchase and which jurisdictions are entitled to the local and district taxes generated from a particular transaction.

California is primarily an origin-based sourcing state – meaning tax revenues go to the jurisdiction in which a transaction physically occurs if that can be determined. However, California also uses a form of destination sourcing for the local use tax and for district taxes (also known as “transactions and use taxes” or “add-on sale and use taxes”). That is, for cities with local add-on taxes, they receive their add-on rate amount from remote and online transactions.

Generally, allocations are based on the following rules:

- The sale is sourced to the place of business of the seller - whether the product is received by the purchaser at the seller’s business location or not.
- If the retailer maintains inventory in California and has no other in state location, the source is the jurisdiction where the warehouse is situated. *This resolution is concerned with the growing amount of online retail activity being sourced to cities with warehouse/fulfillment center locations.*
- If the business’ sales office is located in California but the merchandise is shipped from out of state, the tax from transactions under \$500,000 is allocated

via the county pools. The tax from transactions over \$500,000 is allocated to the jurisdiction where the merchandise is delivered.

- When a sale cannot be identified with a permanent place of business in the state, the sale is sourced to the allocation pool of the county where the merchandise was delivered and then distributed among all jurisdictions in that county in proportion to ratio of sales. *For many large online retailers, this has been the traditional path.*

### Online Sales and Countywide Pools

While the growth of e-commerce has been occurring for more than two decades, led by some of the largest and most popular retailers in the world, the dramatic increase in online shopping during the COVID-19 pandemic has provided significant revenue to California cities as well as a clearer picture on which governments enjoy even greater benefits.

In the backdrop of booming internet sales has been the steady decline of brick-and-mortar retail and shopping malls. For cities with heavy reliance on in-person retail shopping, the value of the current allocation system has been diminished as their residents prefer to shop online or are incentivized to do so by retailers (during the COVID-19 pandemic, consumers have had no other option but to shop online for certain goods). All the while, the demands and costs of city services continue to grow for cities across the state.

As noted above, the allocation of sales tax revenue to local governments depends on the location of the transaction (or where the location is ultimately determined). For in-person retail, the sales tax goes to the city in which the product and store are located - a customer purchasing at a register. For online sales, the Bradley Burns sales tax generally goes to a location other than the one where the customer lives – either to the city or county where an in-state warehouse or fulfillment center is located, the location of in-state sales office (ex. headquarters) or shared as use tax proceeds amongst all local governments within a county based on their proportionate share of taxable sales.

Under current CDTFA regulations, a substantial portion of local use tax collections are allocated through a countywide pool to the local jurisdictions in the county where the property is put to its first functional use. The state and county pools constitute over 15% of local sales and use tax revenues. Under the pool system, the tax is reported by the taxpayer to the countywide pool of use and then distributed to each jurisdiction in that county on a pro-rata share of taxable sales. If the county of use cannot be identified, the revenues are distributed to the state pool for pro-rata distribution on a statewide basis.

### Concentration of Online Sales Tax Revenue and Modernization

Sales tax modernization has been a policy goal of federal, state, and local government leaders for decades to meet the rapidly changing landscape of commercial activity and ensure that all communities can sustainably provide critical services.



For as long as remote and internet shopping has existed, policy makers have been concerned about their potential to disrupt sales and use tax allocation procedures that underpin the funding of local government services. The system was designed in the early twentieth century to ensure that customers were paying sales taxes to support local government services within the community where the transactions occurred whether they resided there or not. This structure provides benefit to and recoupment for the public resources necessary to ensure the health and safety of the community broadly.

City leaders have for as long been concerned about the loosening of the nexus between what their residents purchase and the revenues they receive. Growing online shopping, under existing sourcing rules, has led to a growing concentration of sales tax revenue being distributed to a smaller number of cities and counties. As more medium and large online retailers take title to fulfillment centers or determine specific sales locations in California as a result of tax sharing agreements in specific cities, online sales tax revenue will be ever more concentrated in a few cities at the control of these companies. Furthermore, local governments are already experiencing the declining power of the sales tax to support services as more money is being spent on non-taxable goods and services.

*For more on sales and use tax sourcing please see Attachment A.*

#### State Auditor Recommendations

In 2017, the California State Auditor issued a report titled, "[The Bradley-Burns Tax and Local Transportation Funds](#)", noting that:

*"Retailers generally allocate Bradley Burns tax revenue based on the place of sale, which they identify according to their business structure. However, retailers that make sales over the Internet may allocate sales to various locations, including their warehouses, distribution center, or sales offices. This approach tends to concentrate Bradley Burns tax revenue into the warehouses' or sales offices' respective jurisdictions. Consequently, counties with a relatively large amount of industrial space may receive disproportionately larger amounts of Bradley Burns tax, and therefore Local Transportation Fund, revenue.*

*The State could make its distribution of Bradley Burns tax revenue derived from online sales more equitable if it based allocations of the tax on the destinations to which goods are shipped rather than on place of sale."*

The Auditor's report makes the following recommendation:

*"To ensure that Bradley-Burns tax revenue is more evenly distributed, the Legislature should amend the Bradley-Burns tax law to allocate revenues from Internet sales based on the destination of sold goods rather than their place of sale."*

In acknowledgement of the growing attention from outside groups on this issue, Cal Cities has been engaged in its own study and convening of city officials to ensure pursued solutions account for the circumstances of all cities and local control is best protected. These efforts are explored in subsequent sections.

#### Cal Cities Revenue and Taxation Committee and City Manager Working Group

In 2015 and 2016, Cal Cities' Revenue and Taxation Policy Committee held extensive discussions on potential modernization of tax policy affecting cities, with a special emphasis on the sales tax. The issues had been identified by Cal Cities leadership as a strategic priority given concerns in the membership about the eroding sales tax base and the desire for Cal Cities to take a leadership role in addressing the associated issues. The policy committee ultimately adopted a series of policies that were approved by the Cal Cities board of directors. Among its changes were a recommended change to existing sales tax sourcing (determining where a sale occurs) rules, so that the point of sale (situs) is where the customer receives the product. The policy also clarifies that specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood. See "Existing Cal Cities Policy" section below.

#### Cal Cities City Manager Sales Tax Working Group Recommendations

In the Fall of 2017, the Cal Cities City Managers Department convened a working group (Group) of city managers representing a diverse array of cities to review and consider options for addressing issues affecting the local sales tax.

The working group of city managers helped Cal Cities identify internal common ground on rapidly evolving e-commerce trends and their effects on the allocation of local sales and use tax revenue. After meeting extensively throughout 2018, the Group made several recommendations that were endorsed unanimously by Cal Cities' Revenue and Taxation Committee at its January, 2019 meeting and by the board of directors at its subsequent meeting.

The Group recommended the following actions in response to the evolving issues associated with e-commerce and sales and use tax:

Further Limiting Rebate Agreements: The consensus of the Group was that:

- Sales tax rebate agreements involving online retailers should be prohibited *going forward*. They are inappropriate because they have the effect of encouraging revenue to be shifted away from numerous communities and concentrated to the benefit of one.
- Any type of agreement that seeks to lure a retailer from one community to another within a market area should also be prohibited *going forward*. Existing law already prohibits such agreements for auto dealers and big box stores.

Shift Use Tax from Online Sales, including from the South Dakota v. Wayfair Decision Out of County Pools: The Group's recommendation is based first on the principle of "situs" and that revenue should be allocated to the jurisdiction where the use occurs. Each city and county in California imposed a Bradley Burns sales and use tax rate



under state law in the 1950s. The use tax on a transaction is the rate imposed where the purchaser resides (the destination). These use tax dollars, including new revenue from the South Dakota v. Wayfair decision, should be allocated to the destination jurisdiction whose Bradley Burns tax applies and not throughout the entire county.

- Shift of these revenues, from purchases from out of state retailers including transactions captured by the South Dakota v. Wayfair decision, out of county pools to full destination allocation on and after January 1, 2020.
- Allow more direct reporting of use taxes related to construction projects to jurisdiction where the construction activity is located by reducing existing regulatory threshold from \$5 million to \$100,000.

Request/Require CDTFA Analysis on Impacts of Sales Tax Destination Shifts: After discussion of numerous phase-in options for destination sourcing and allocation for sales taxes, the Group ultimately decided that a more complete analysis was needed to sufficiently determine impacts. Since the two companies most cities rely on for sales tax analysis, HdL and MuniServices, were constrained to modeling with transaction and use tax (district tax) data, concerns centered on the problem of making decisions without adequate information. Since the CDTFA administers the allocation of local sales and use taxes, it is in the best position to produce an analysis that examines:

- The impacts on individual agencies of a change in sourcing rules. This would likely be accomplished by developing a model to examine 100% destination sourcing with a report to the Legislature in early 2020.
- The model should also attempt to distinguish between business-to-consumer transactions versus business-to-business transactions.
- The model should analyze the current number and financial effects of city and county sales tax rebate agreements with online retailers and how destination sourcing might affect revenues under these agreements.

Conditions for considering a Constitutional Amendment that moves toward destination allocation: Absent better data on the impacts on individual agencies associated with a shift to destination allocation of sales taxes from CDTFA, the Group declined to prescribe if/how a transition to destination would be accomplished; the sentiment was that the issue was better revisited once better data was available. In anticipation that the data would reveal significant negative impacts on some agencies, the Group desired that any such shift should be accompanied by legislation broadening of the base of sales taxes, including as supported by existing Cal Cities policy including:

- Broadening the tax base on goods, which includes reviewing existing exemptions on certain goods and expanding to digital forms of goods that are otherwise taxed; and
- Expanding the sales tax base to services, such as those commonly taxed in other states.

This Resolution builds upon previous work that accounts for the impacts that distribution networks have on host cities and further calls on the organization to advocate for changes to sales tax distribution rules.

The Resolution places further demands on data collected by CDTFA to establish a “fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases.” Such data is proposed to be collected by [SB 792 \(Glazer, 2021\)](#). More discussion on this topic can be found in the “Staff Comments” section.

**Staff Comments:**

**Proposed Resolution Affixes Equity Based, Data Driven Approach to Existing Cal Cities Policy on Sales Tax Sourcing**

The actions resulting from this resolution, if approved, would align with existing policy and efforts to-date to modernize sales tax rules. While not formalized in existing Cal Cities policy or recommendations, city managers and tax practitioners generally have favored proposals that establish a sharing of online sales tax revenues rather than a full destination shift. City leaders and practitioners across the state have acknowledged during Cal Cities Revenue and Taxation and City Manager’s working group meetings that the hosting of fulfillment centers and ancillary infrastructure pose major burdens on local communities including detrimental health and safety impacts. This acknowledgement has moved mainstream proposals such as this one away from full revenue shifts towards an equity-based, data driven approach that favors revenue sharing. This Resolution would concretely affix this approach as Cal Cities policy.

**More Data is Needed to Achieve Equity Based Approach**

A major challenge is the lack of adequate data to model the results of shifting in-state online sale tax revenues. Local government tax consultants and state departments have limited data to model the effects of changes to sales tax distribution because their information is derived only from cities that have a local transactions and use tax (TUT). Tax experts are able to model proposed tax shifts using TUTs since they are allocated on a destination basis (where a purchaser receives the product; usually a home or business). However, more than half of all cities, including some larger cities, do not have a local TUT therefore modeling is constrained and incomplete.

Efforts to collect relevant sales tax information on the destination of products purchased online are ongoing. The most recent effort is encapsulated in [SB 792 \(Glazer, 2021\)](#), which would require retailers with online sales exceeding \$50 million a year to report to CDTFA the gross receipts from online sales that resulted in a product being shipped or delivered in each city. The availability of this data would allow for a much more complete understanding of online consumer behavior and the impacts of future proposed changes to distribution. SB 792 (Glazer) is supported by Cal Cities following approval by the Revenue and Taxation Committee and board of directors.

**Impact of Goods Movement Must Be Considered**

As noted above, city leaders and practitioners across the state acknowledge that the hosting of fulfillment centers and goods movement infrastructure pose major burdens on local communities including detrimental health, safety, and infrastructure impacts. Not least of which is the issue of air pollution from diesel exhaust. According to California Environmental Protection Agency (Cal EPA):

*“Children and those with existing respiratory disease, particularly asthma, appear to be especially susceptible to the harmful effects of exposure to airborne PM from diesel exhaust, resulting in increased asthma symptoms and attacks along with decreases in lung function (McCreanor et al., 2007; Wargo, 2002). People that live or work near heavily-traveled roadways, ports, railyards, bus yards, or trucking distribution centers may experience a high level of exposure (US EPA, 2002; Krivoshto et al., 2008). People that spend a significant amount of time near heavily-traveled roadways may also experience a high level of exposure. Studies of both men and women demonstrate cardiovascular effects of diesel PM exposure, including coronary vasoconstriction and premature death from cardiovascular disease (Krivoshto et al., 2008). A recent study of diesel exhaust inhalation by healthy non-smoking adults found an increase in blood pressure and other potential triggers of heart attack and stroke (Krishnan et al., 2013) Exposure to diesel PM, especially following periods of severe air pollution, can lead to increased hospital visits and admissions due to worsening asthma and emphysema-related symptoms (Krivoshto et al., 2008). Diesel exposure may also lead to reduced lung function in children living in close proximity to roadways (Brunekreef et al., 1997).”*

The founded health impacts of the ubiquitous presence of medium and heavy-duty diesel trucks used to transport goods to and from fulfillment centers and warehouses require host cities to meet increased needs of their residents including the building and maintenance of buffer zones, parks, and open space. While pollution impacts may decline with the introduction of zero-emission vehicles, wide scale adoption by large distribution fleets is still in its infancy. Furthermore, the impacts of heavy road use necessitate increased spending on local streets and roads upgrades and maintenance. In addition, many cities have utilized the siting of warehouses, fulfillment centers, and other heavy industrial uses for goods movements as key components of local revenue generation and economic development strategies. These communities have also foregone other land uses in favor of siting sales offices and fulfillment networks.

All said, however, it is important to acknowledge that disadvantaged communities (DACs) whether measured along poverty, health, environmental or education indices exist in cities across the state. For one example, see: [California Office of Environmental Health Hazard Assessment \(OEHHA\) CalEnviroScreen](#). City officials may consider how cities without fulfillment and warehouse center revenues are to fund efforts to combat social and economic issues, particularly in areas with low property tax and tourism-based revenues.

The Resolution aims to acknowledge these impacts broadly (this analysis does not provide an exhaustive review of related impacts) and requests Cal Cities to account for them in a revised distribution formula of the Bradley Burns 1% local sales tax from in-state online purchases. The Resolution does not prescribe the proportions.

### **Clarifying Amendments**

Upon review of the Resolution, Cal Cities staff recommends technical amendments to provide greater clarity. *To review the proposed changes, please see Attachment B.*

**Fiscal Impact:**

Significant but unknown. The Resolution on its own does not shift sales tax revenues. In anticipation and mitigation of impacts, the Resolution requests Cal Cities to utilize online sales tax data to identify a fair and equitable distribution formula that accounts for the broad impacts fulfillment centers involved in online retail have on the cities that host them. The Resolution does not prescribe the revenue distribution split nor does it prescribe the impacts, positive and negative, of distribution networks.

**Existing Cal Cities Policy:**

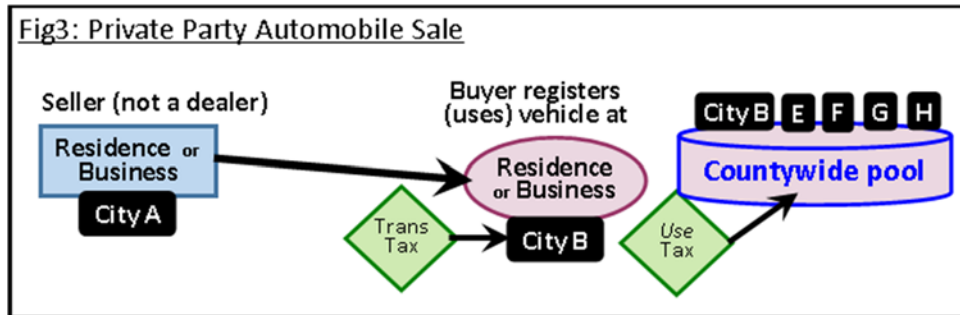
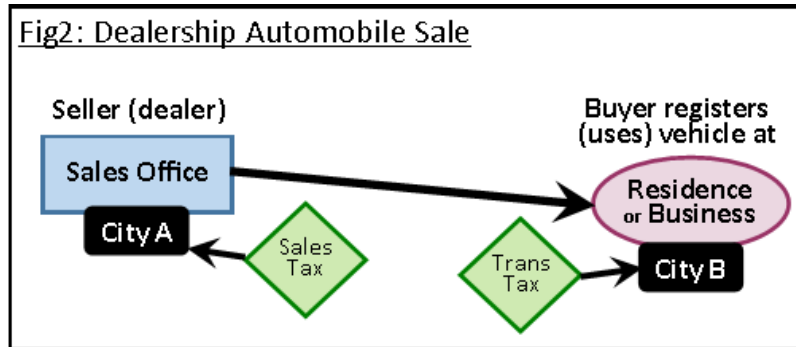
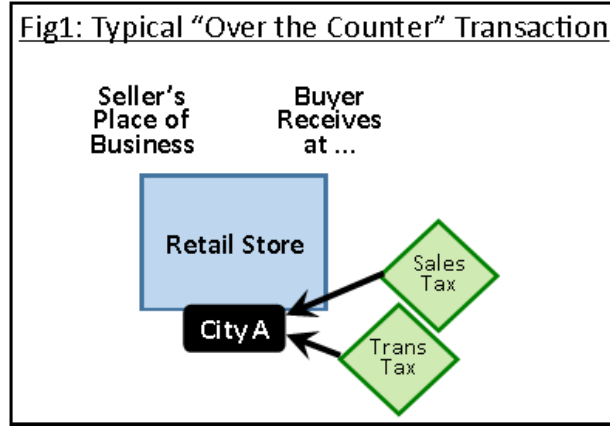
- Tax proceeds collected from internet sales should be allocated to the location where the product is received by the purchaser.
- Support as Cal Cities policy that point of sale (situs) is where the customer receives the product. Specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood.
- Revenue from new regional or state taxes or from increased sales tax rates should be distributed in a way that reduces competition for situs-based revenue. (Revenue from the existing sales tax rate and base, including future growth from increased sales or the opening of new retail centers, should continue to be returned to the point of sale.)
- The existing situs-based sales tax under the Bradley Burns 1% baseline should be preserved and protected.
- Restrictions should be implemented and enforced to prohibit the enactment of agreements designed to circumvent the principle of situs-based sales and redirect or divert sales tax revenues from other communities, when the physical location of the affected businesses does not change. Sales tax rebate agreements involving online retailers are inappropriate because they have the effect of encouraging revenue to be shifted away from numerous communities and concentrated to the benefit of one. Any type of agreement that seeks to lure a retailer from one community to another within a market area should also be prohibited going forward.
- Support Cal Cities working with the state California Department of Tax and Fee Administration (CDTFA) to update the county pool allocation process to ensure that more revenues are allocated to the jurisdiction where the purchase or first use of a product occurs (usually where the product is delivered). Use Tax collections from online sales, including from the South Dakota v Wayfair Decision, should be shifted out of county pools and allocated to the destination jurisdiction whose Bradley Burns tax applies and not throughout the entire county.

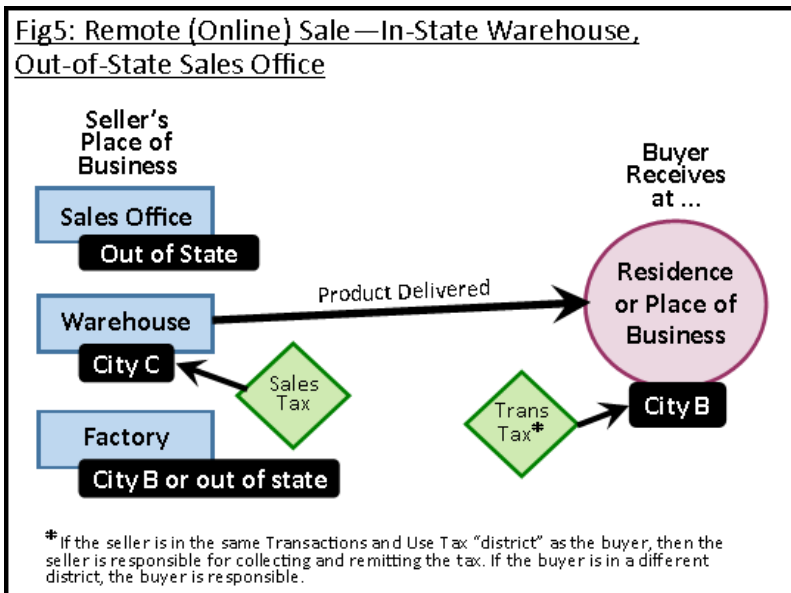
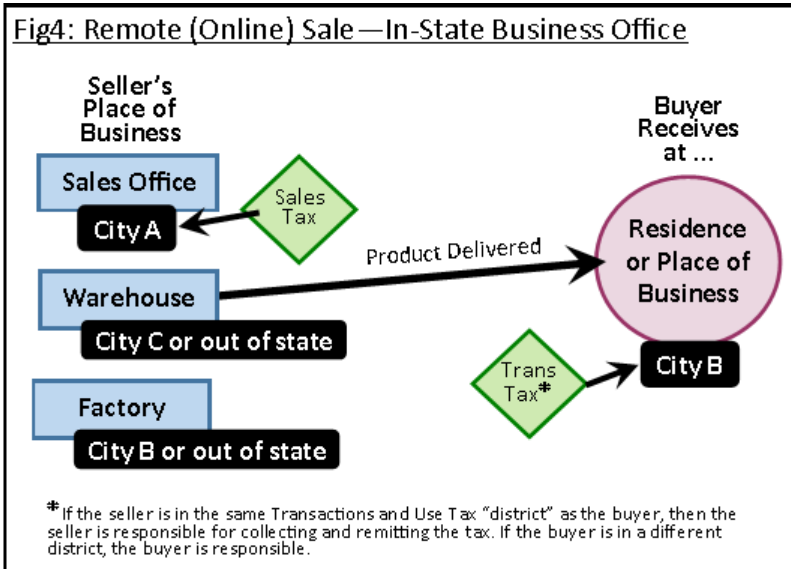
**Support:**

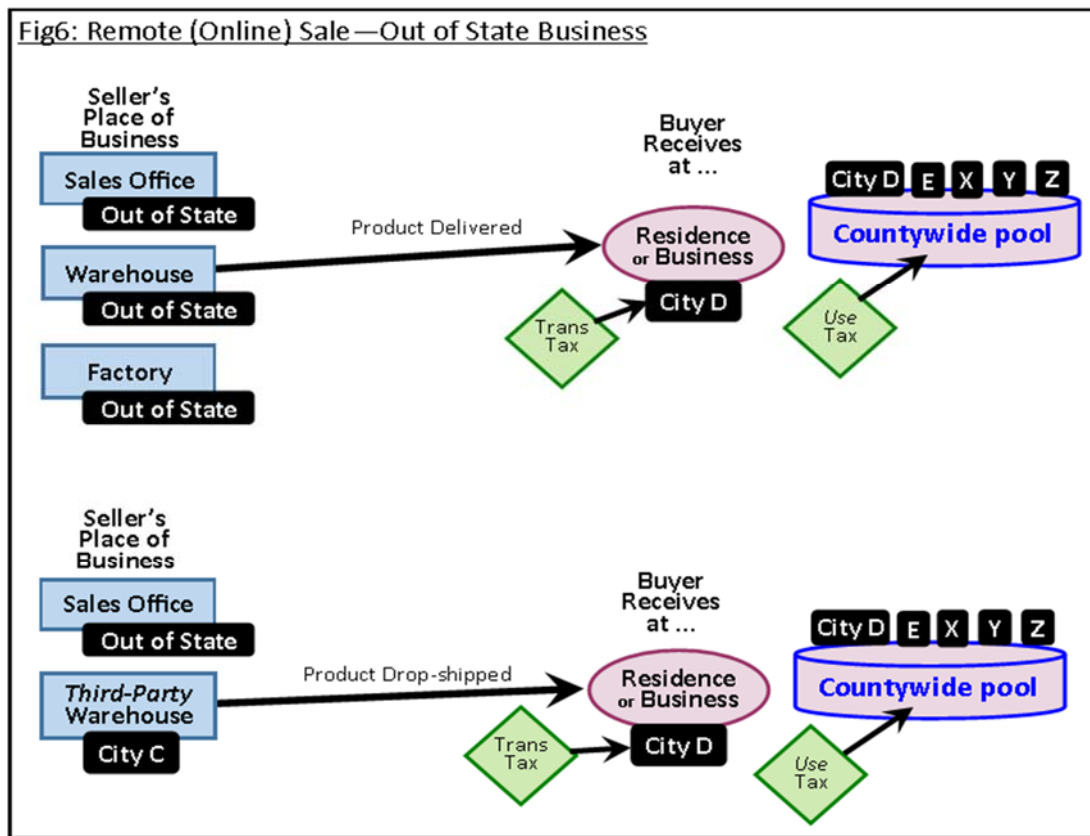
The following letters of concurrence were received:

Town of Apple Valley  
City of El Cerrito  
City of La Canada Flintridge  
City of La Verne  
City of Lakewood

City of Moorpark  
City of Placentia  
City of Sacramento







GUIDELINES FOR ALLOCATION OF LOCAL TAX - ONLINE AND IN-STORE			
Place of Sale	Location of Goods at the Time of Sale	How Customer Receives Goods	Allocation of Tax
Online – Order is placed or downloaded outside California	California Fulfillment Center	Shipped to California Customer	Local tax is allocated to the jurisdiction in which the fulfillment center is located
Online – Order is placed or downloaded in California	California Fulfillment Center	Shipped to California Customer	Per CDTFA Regulation 1802, local tax is allocated to the jurisdiction where the order is placed
Online	Out of State Fulfillment Center	Shipped to California Customer	Local tax is allocated to the countywide pool based on point of delivery
Online	Out of State Fulfillment Center	Picked Up In-Store (Click & Collect)	Local tax is allocated to the countywide pool based on point of delivery
Online	California Fulfillment Center Owned and Operated by Third Party Vendor	Drop-Shipped to California Customer	Local tax is allocated to the countywide pool based on point of delivery
Online	In-Store (Goods withdrawn from store inventory)	Shipped to California Customer	Local Tax is allocated to the jurisdiction where the store is located
Online	In-Store (Goods withdrawn from store inventory)	Picked Up In-Store (Click & Collect)	Local Tax is allocated to the jurisdiction where the store is located
In-Store	In-Store (Goods withdrawn from store inventory)	Over the Counter	Local Tax is allocated to the jurisdiction where the store is located

Courtesy of HdL Companies

CaliforniaCityFinance.com



## Tax Incentive Programs, Sales Tax Sharing Agreements

In recent years, especially since Proposition 13 in 1978, local discretionary (general purpose revenues) have become more scarce. At the same time, options and procedures for increasing revenues have become more limited. One outcome of this in many areas has been a greater competition for sales and use tax revenues. This has brought a rise in arrangements to encourage certain land use development with rebates and incentives which exploit California's odd origin sales tax sourcing rules.

The typical arrangement is a sales tax sharing agreement in which a city provides tax rebates to a company that agrees to expand their operations in the jurisdiction of the city. Under such an arrangement, the company generally agrees to make a specified amount of capital investment and create a specific number of jobs over a period of years in exchange for specified tax breaks, often property tax abatement or some sort of tax credit. In some cases, this has simply taken the form of a sales office, while customers and warehouses and the related economic activity are disbursed elsewhere in the state. In some cases the development takes the form of warehouses, in which the sales inventory, owned by the company, is housed.<sup>6</sup>

Current sales tax incentive agreements in California rebate amounts ranging from 50% to 85% of sales tax revenues back to the corporations.

Today, experts familiar with the industry believe that between 20% to 30% of local Bradley-Burns sales taxes paid by California consumers is diverted from local general funds back to corporations; over \$1 billion per year.

### The Source of Origin Based Sourcing Problems

Where other than over-the-counter sales are concerned origin sourcing often causes a concentration of large amounts of tax revenue in one location, despite the fact that the economic activity and service impacts are also occurring in other locations.

The large amounts of revenue concentrated in a few locations by California's "warehouse rule" origin sourcing causes a concentration of revenue far in excess of the service costs associated with the development.

In order to lure jobs and tax revenues to their communities, some cities have entered into rebate agreements with corporations. This has grown to such a problem, that 20% to 30% of total local taxes paid statewide are being rebated back to corporations rather than funding public services.

## Moving to Destination Sourcing: The Concept<sup>7</sup>

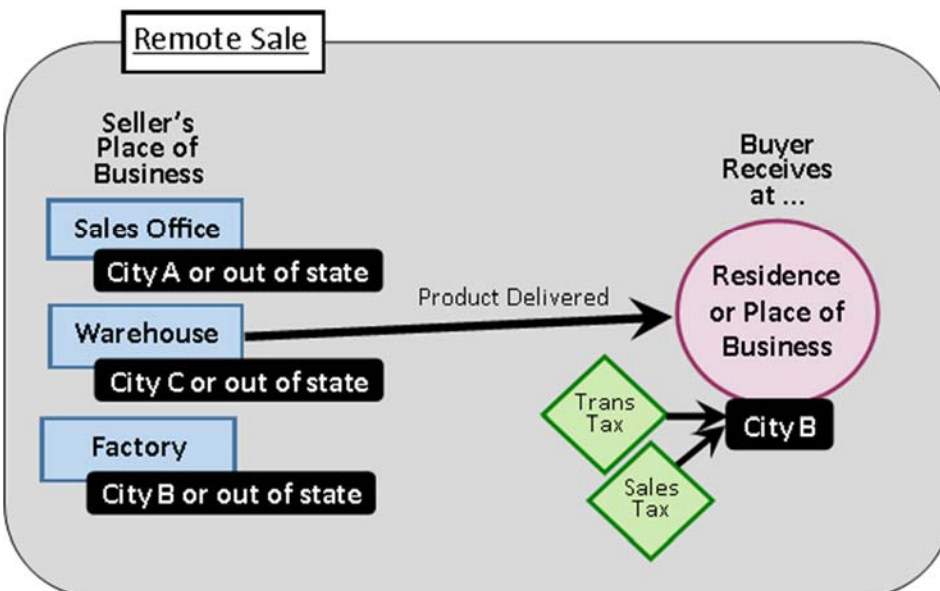
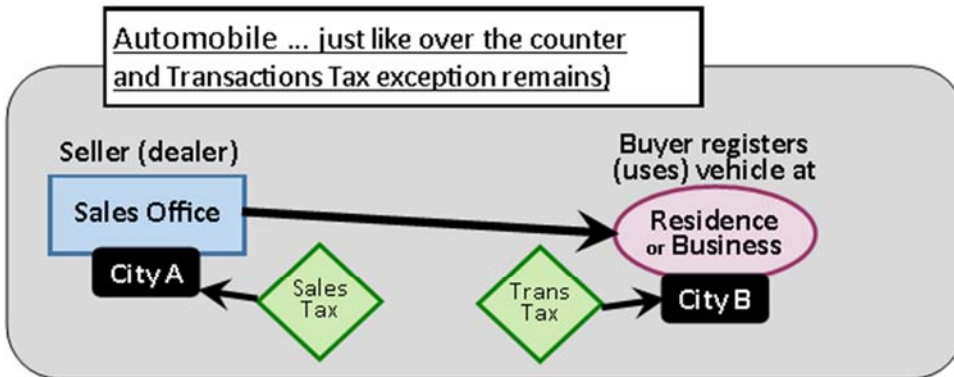
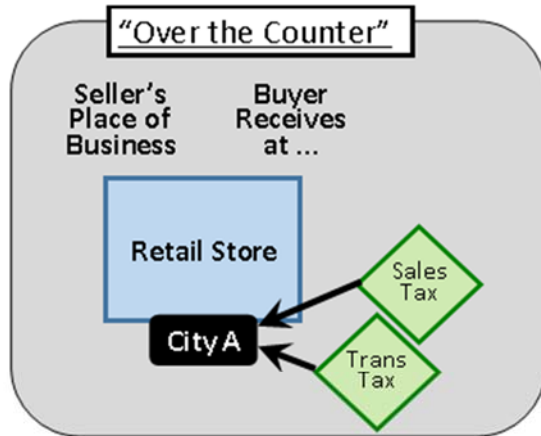
A change from origin sourcing rules to destination sourcing rules for the local tax component of California's sales tax would improve overall revenue collections and distribute these revenues more equitably among all of the areas involved in these transactions.

A change from origin based sourcing to destination based sourcing would have no effect on state tax collections. However, it would alter the allocations of local sales and use tax revenues among local agencies. Most retail transactions including dining, motor fuel purchases, and in-store purchases would not be affected. But in cases where the property is received by the purchaser in a different jurisdiction than where the sales agreement was negotiated, there would be a different allocation than under the current rules.

<sup>6</sup> See Jennifer Carr, "Origin Sourcing and Tax Incentive Programs: An Unholy Alliance" Sales Tax Notes; May 27, 2013.

<sup>7</sup> The same issues that are of concern regarding the local sales tax do not apply to California's Transactions and Use Taxes ("Add-on sales taxes") as these transactions, when not over the counter, are generally allocated to the location of use or, as in the case of vehicles, product registration. There is no need to alter the sourcing rules for transactions and use taxes.

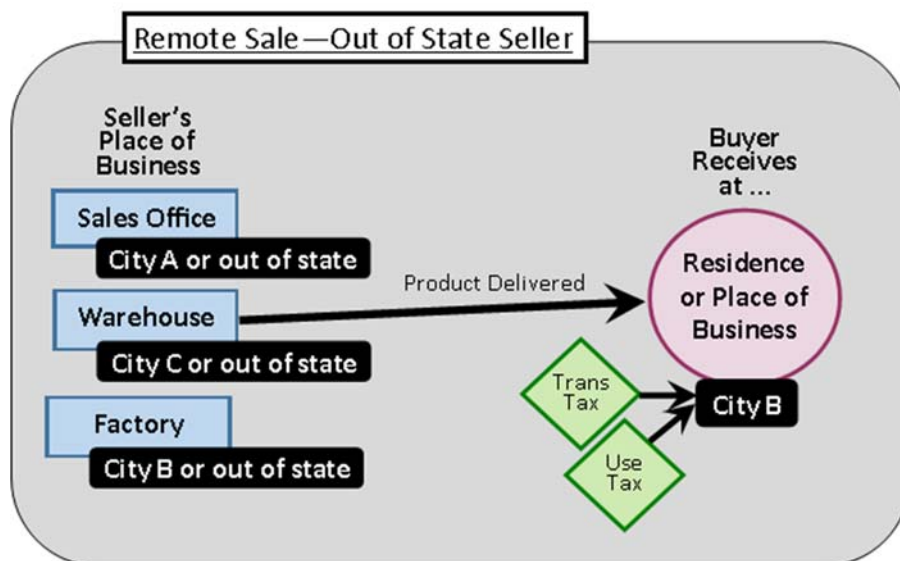
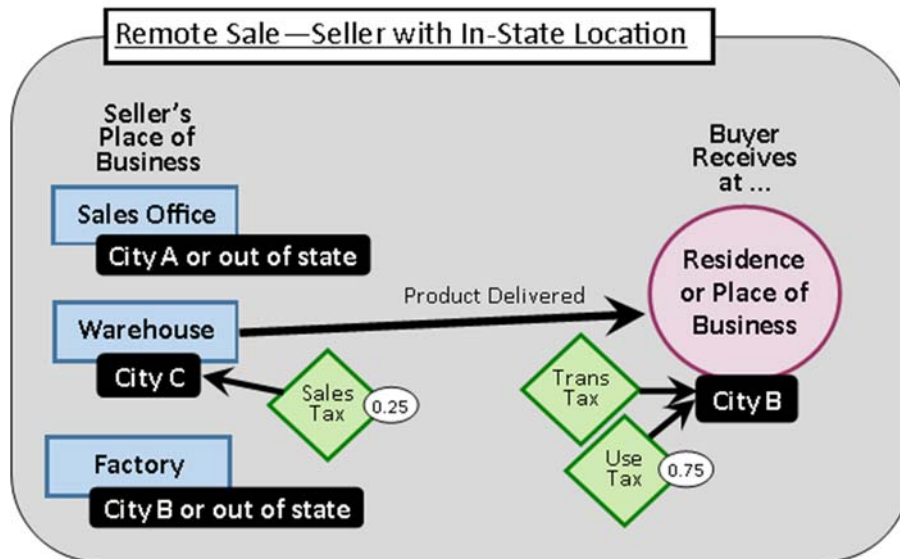
### Destination Sourcing Scenario 1: Full-On



*CaliforniaCityFinance.com*

## Destination Sourcing Scenario 2: Split Source

- Same as now for “over the counter” and automobile.
- Leave 0.25% on current seller if instate (origin)
- Could be phased in.



mjgc

RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES (“CAL CITIES”)  
CALLING ON THE STATE LEGISLATURE TO PASS LEGISLATION THAT PROVIDES  
FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL  
SALES TAX FROM IN-STATE ONLINE PURCHASES, BASED ON DATA WHERE  
PRODUCTS ARE SHIPPED TO, AND THAT RIGHTFULLY TAKES INTO  
CONSIDERATION THE IMPACTS THAT FULFILLMENT CENTERS HAVE ON HOST  
CITIES BUT ALSO PROVIDES A FAIR SHARE TO CALIFORNIA CITIES THAT DO NOT  
AND/OR CANNOT HAVE A FULFILLMENT CENTER WITHIN THEIR JURISDICTION

**WHEREAS**, the 2018 U.S. Supreme Court decision in *Wayfair v. South Dakota* clarified that states could charge and collect tax on purchases even if the seller does not have a physical presence in the state; and

**WHEREAS**, California cities and counties collect 1% in Bradley Burns sales and use tax from the purchase of tangible personal property and rely on this revenue to provide critical public services such as police and fire protection; and

**WHEREAS**, in terms of “siting” the place of sale and determining which jurisdiction receives the 1% Bradley Burns local taxes for online sales, the California Department of Tax and Fee Administration (CDTFA) determines “out-of-state” online retailers as those with no presence in California that ship property from outside the state and are therefore subject to use tax, not sales tax, which is collected in a countywide pool of the jurisdiction where the property is shipped from; and

**WHEREAS**, for online retailers that have a presence in California and have a stock of goods in the state from which it fulfills orders, CDTFA considers the place of sale (“situs”) as the location from which the goods were shipped such as a fulfillment center; and

**WHEREAS**, in early 2021, one of the state’s largest online retailers shifted its ownership structure so that it is now considered both an in-state and out-of-state retailer, resulting in the sales tax this retailer generates from in-state sales now being **entirely** allocated to **the specific city cities** where **the** warehouse fulfillment centers **is-are** located as opposed to going into **a** countywide pools that **is are** shared with all jurisdictions in **those counties that County**, as was done previously; and

**WHEREAS**, this all-or-nothing **change for the** allocation of in-state sales tax has created winners and losers amongst cities as the online sales tax revenue **from the retailer** that was once spread amongst all cities in countywide pools is now concentrated in select cities that host **a** fulfillment centers; and

**WHEREAS**, this has created a tremendous inequity amongst cities, in particular for cities that are built out, do not have space for siting **a 1 million square foot** fulfillment centers, are not located along a major travel corridor, or otherwise not ideally suited to host a fulfillment center; and

**WHEREAS**, this inequity affects cities statewide, but in particular those with specific circumstances such as no/low property tax cities that are extremely reliant on sales tax revenue as well as cities struggling to meet their **Regional Housing Needs Allocation (RHNA)** obligations that are being compelled by the State to rezone precious commercial parcels to residential; and

**WHEREAS**, the inequity produced by allocating in-state online sales tax revenue exclusively to cities with fulfillment centers is exasperated even more by, in addition to already reducing the amount of revenue going into the countywide pools, the cities with fulfillment centers are also receiving a larger share of the dwindling countywide pool as it is allocated based on cities' proportional share of sales tax collected; and

**WHEREAS**, while it is important to acknowledge that those cities that have fulfillment centers experience impacts from these activities and deserve equitable supplementary compensation, it should also be recognized that the neighboring cities whose residents are ordering products from those that centers now receive no Bradley Burns revenue ~~from the center's sales activity~~ despite also experiencing the impacts created by them center, such as increased traffic and air pollution; and

**WHEREAS**, the COVID-19 pandemic greatly accelerated the public's shift towards online purchases, a trend that is unlikely to be reversed to pre-pandemic levels; and

**NOW, THEREFORE, BE IT RESOLVED** that Cal Cities calls on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

**2. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE NECESSARY FUNDING FOR CUPC TO FULFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE QUALITY OF LIFE AND RESULTS IN INCREASED PUBLIC SAFETY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ADJACENT TO THE RAILROAD RIGHT-OF-WAY.**

Source: City of South Gate

Concurrence of five or more cities/city officials:

Cities: City of Bell Gardens; City of Bell; City of Commerce; City of Cudahy; City of El Segundo; City of Glendora; City of Huntington Park; City of La Mirada; City of Long Beach; City of Lynwood; City of Montebello; City of Paramount; City of Pico Rivera

Referred to: Housing, Community and Economic Development; and Transportation, Communications and Public Works

**WHEREAS**, ensuring the quality of life for communities falls upon every local government including that blight and other health impacting activities are addressed in a timely manner by private property owners within its jurisdictional boundaries for their citizens, businesses and institutions; and

**WHEREAS**, Railroad Operators own nearly 6,000 miles of rail right-of-way throughout the State of California which is regulated by the Federal Railroad Administration and/or the California Public Utilities Commission for operational safety and maintenance; and

**WHEREAS**, the California Public Utilities Commission (CPUC) is the enforcing agency for railroad safety in the State of California and has 41 inspectors assigned throughout the entire State to inspect and enforce regulatory compliance over thousands of miles of rail line; and

**WHEREAS**, areas with rail line right-of-way within cities and unincorporated areas are generally located in economically disadvantaged zones and/or disadvantaged communities of color where the impact of blight further lowers property values and increases the likelihood of unsound sanitary conditions and environmental impacts upon them; and

**WHEREAS**, many communities are seeing an increase in illegal dumping, graffiti upon infrastructure and homeless encampments due to the lax and inadequate oversight by regulatory agencies; and

**WHEREAS**, local governments have no oversight or regulatory authority to require operators to better maintain and clean their properties as it would with any other private property owner within its jurisdictional boundaries. Thus such local communities often resort to spending their local tax dollars on cleanup activities or are forced to accept the delayed and untimely response by operators to cleaning up specific sites, and;

**WHEREAS**, that railroad operators should be able to provide local communities with a fixed schedule in which their property will be inspected and cleaned up on a reasonable and regular schedule or provide for a mechanism where they partner with and reimburse local governments for an agreed upon work program where the local government is enabled to remove items like illegal dumping, graffiti and encampments; and

**WHEREAS**, the State has made it a priority to deal with homeless individuals and the impacts illegal encampments have upon those communities and has a budgetary surplus that can help fund the CPUC in better dealing with this situation in both a humane manner as well a betterment to rail safety.

**RESOLVED**, at the League of California Cities, General Assembly, assembled at the League Annual Conference on September 24, 2021, in Sacramento, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues. The League will work with its member cities to educate federal and state officials to the quality of life and health impacts this challenge has upon local communities, especially those of color and/or environmental and economic hardships.

## Background Information to Resolution

**Source:** City of South Gate

**Background:**

The State of California has over 6,000 miles of rail lines, with significant amount running through communities that are either economically disadvantaged and/or disadvantaged communities of color. While the Federal Railroad Administration (FRA) has primary oversight of rail operations, they delegate that obligation to the State of California for lines within our State. The administration of that oversight falls under the California Public Utilities Commission (CPUC). The CPUC has only 41 inspectors covering those 6,000 miles of railroad lines in the State of California. Their primary task is ensuring equipment, bridges and rail lines are operationally safe.

The right-of-way areas along the rail lines are becoming increasingly used for illegal dumping, graffiti and homeless encampments. Rail operators have admitted that they have insufficient funds set aside to clean up or sufficiently police these right-of-way areas, despite reporting a net income of over \$13 billion in 2020. CPUC budget does not provide the resources to oversee whether rail operators are properly managing the right-of-way itself.

The City of South Gate has three rail lines traversing through its city limits covering about 4 miles. These lines are open and inviting to individuals to conduct illegal dumping, graffiti buildings and structures along with inviting dozens of homeless encampments. As private property, Cities like ourselves cannot just go upon them to remove bulky items, trash, clean graffiti or remove encampments. We must call and arrange for either our staff to access the site or have the rail operator schedule a cleanup. This can take weeks to accomplish, in the meantime residents or businesses that are within a few hundred feet of the line must endure the blight and smell. Trash is often blown from the right-of-way into residential homes or into the streets. Encampments can be seen from the front doors of homes and businesses.

South Gate is a proud city of hard working-class residents, yet with a median household income of just \$50,246 or 65% of AMI for Los Angeles County, it does not have the financial resources to direct towards property maintenance of any commercial private property. The quality of life of communities like ours should not be degraded by the inactions or lack of funding by others. Cities such as South Gate receive no direct revenue from the rail operators, yet we deal with environmental impacts on a daily basis, whether by emissions, illegal dumping, graffiti or homeless encampments.

The State of California has record revenues to provide CPUC with funding nor only for safety oversight but ensuring right-of-way maintenance by operators is being managed properly. Rail Operators should be required to set aside sufficient annual funds to provide a regular cleanup of their right-of-way through the cities of California.





**LETTERS OF CONCURRENCE**  
Resolution No. 2



## CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 21, 2021

Cheryl Viegas Walker  
President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

### **RE: City of South Gate Annual Conference Resolution**

President Walker:

The City of Bell Gardens supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Marco Barcena at 562-7761 if you have any questions.

Sincerely,

Marco Barcena  
Mayor

CC: Blanca Pacheco, President, Los Angeles County Division c/o  
Jennifer Quan, Executive Director, Los Angeles County Division, [jquan@cacities.org](mailto:jquan@cacities.org)



## CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 20, 2021

Cheryl Viegas Walker  
President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

### **RE: City of South Gate Annual Conference Resolution**

President Walker:

As a Councilwoman with the City of Bell Gardens, I support the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Lisseth Flores at (562) 806-7763 if you have any questions.

Sincerely,

*Lisseth Flores*

Lisseth Flores  
Councilwoman

CC: Blanca Pacheco, President, Los Angeles County Division c/o  
Jennifer Quan, Executive Director, Los Angeles County Division, [jquan@cacities.org](mailto:jquan@cacities.org)





## CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 15, 2021

Cheryl Viegas Walker  
President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

### **RE: City of South Gate Annual Conference Resolution**

President Walker:

The city of Bell supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Paul Philips, City Manager at 323-588-6211, if you have any questions.

Sincerely,

Alicia Romero  
Mayor

CC: Blanca Pacheco, President, Los Angeles County Division c/o  
Jennifer Quan, Executive Director, Los Angeles County Division,



# CITY OF COMMERCE

July 20, 2021

Cheryl Viegas Walker  
President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Railroad Oversight Annual Conference Resolution**

President Walker:

The City of Commerce supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League of California Cities' ("League") 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially disadvantaged communities of color that are home to the State's freight rail lines. While I am supportive of the economic base the railroad industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Edgar Cisneros, City Manager, via email at [ecisneros@ci.commerce.ca.us](mailto:ecisneros@ci.commerce.ca.us) or at 323-722-4805, should you have any questions.

Sincerely,



Mayor Leonard Mendoza

CC: Blanca Pacheco, President, Los Angeles County Division c/o  
Jennifer Quan, Executive Director, Los Angeles County Division, [jquan@cacities.org](mailto:jquan@cacities.org)



# CITY OF CUDAHY CALIFORNIA

*Incorporated November 10, 1960*

5220 Santa Ana Street  
Cudahy, California 90201  
(323)773-5143

July 21, 2021

Cheryl Viegas Walker  
President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

Dear President Walker:

The City of Cudahy supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State; their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impacts of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. If you have any questions, please do not hesitate to call my office at 323-773-5143.

Sincerely,

Jose Gonzalez  
Mayor

CC: Chris Jeffers, City Manager, City of South Gate



# City of El Segundo

## Office of the Mayor

July 16, 2021

### Elected Officials:

Drew Boyles,  
Mayor  
Chris Pimentel  
Mayor Pro Tem  
Carol Pirsztuk,  
Council Member  
Scot Nicol,  
Council Member  
Lance Groux,  
Council Member  
Tracy Weaver,  
City Clerk  
Matthew Robinson,  
City Treasurer

### Appointed Officials:

Scott Mitnick,  
City Manager  
Mark D. Hensley,  
City Attorney

### Department Directors:

Barbara Voss  
Deputy City Manager  
Joseph Lillio,  
Finance  
Chris Donovan,  
Fire Chief  
Charles Mallory,  
Information Technology  
Services  
Melissa McCollum,  
Community Services  
Rebecca Redyk,  
Human Resources  
Denis Cook,  
Interim Development Services  
Jamie Bermudez,  
Interim Police Chief  
Elias Sassoon,  
Public Works

[www.elsegundo.org](http://www.elsegundo.org)  
[www.elsegundobusiness.com](http://www.elsegundobusiness.com)  
[www.elsegundo100.org](http://www.elsegundo100.org)

Cheryl Viegas Walker  
President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

### RE: City of South Gate Annual Conference Resolution

President Walker:

The City of El Segundo supports the Los Angeles County Division's City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erodes the quality of life for our communities, increases blight, increases unhealthy sanitation issues, and negatively impacts our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact El Segundo Public Works Director Elias Sassoon at 310-524-2356, if you have any questions.

Sincerely,

Drew Boyles  
Mayor of El Segundo

CC: City Council, City of El Segundo  
Blanca Pacheco, President, Los Angeles County Division c/o  
Jennifer Quan, Executive Director, Los Angeles County Division, [jquan@cacities.org](mailto:jquan@cacities.org)  
Jeff Kiernan, League Regional Public Affairs Manager (via email)

350 Main Street, El Segundo, California 90245-3813  
Phone (310) 524-2302 Fax (310) 322-7137





**CITY OF GLENDORA** CITY HALL

(626) 914-8200

116 East Foothill Blvd., Glendora, California 91741  
www.ci.glendora.ca.us

July 14, 2021

Cheryl Viegas Walker, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: SUPPORT FOR THE CITY OF SOUTH GATE'S ANNUAL  
CONFERENCE RESOLUTION**

Dear President Walker:

The City of Glendora is pleased to support the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League of California Cities' 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue that many communities, small and large, are experiencing along active transportation corridors, particularly rail lines. Given the importance and growth of the ports and logistics sector, and the economic support they provide, we need to do more to ensure that conflicts are appropriately addressed and mitigated to ensure they do not become attractive nuisances. Our cities are experiencing increasing amounts of illegal dumping (trash and debris) and the establishment of encampments by individuals experiencing homelessness along roadways, highways and rail lines. Such situations create unsafe conditions – safety, health and sanitation – that impact quality of life even as we collectively work to address this challenge in a coordinated and responsible manner.

As members of the League of California Cities, Glendora values the policy development process provided to the General Assembly and strongly support consideration of this issue. Your attention to this matter is greatly appreciated. Should you have any questions, please feel free to contact Adam Raymond, City Manager, at [araymond@cityofglendora.org](mailto:araymond@cityofglendora.org) or (626) 914-8201.

Sincerely,

Karen K. Davis  
Mayor

C: Blanca Pacheco, President, Los Angeles County Division c/o  
Jennifer Quan, Executive Director, Los Angeles County Division, [jquan@cacities.org](mailto:jquan@cacities.org)

**PRIDE OF THE FOOTHILLS**



July 21, 2021

Cheryl Viegas Walker  
President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**Re: Resolution No. 2021-18 Supporting City of South Gate Annual Conference Resolution**

President Walker:

The City of Huntington Park (City) supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento. Enclosed is Resolution No. 2021-18 adopted by the City Council of the City of Huntington Park.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impacts of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively affect our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our City Manager, Ricardo Reyes, at 323-582-6161, if you have any questions.

Sincerely,

Graciela Ortiz  
Mayor, City of Huntington Park

CC: Blanca Pacheco, President, Los Angeles County Division c/o  
Jennifer Quan, Executive Director, Los Angeles County Division, [jquan@cacities.org](mailto:jquan@cacities.org)

Enclosure(s)



**CITY OF LA MIRADA**  
*DEDICATED TO SERVICE*

13700 La Mirada Boulevard  
La Mirada, California 90638  
P.O. Box 828  
La Mirada, California 90637-0828  
Phone: (562) 943-0131 Fax: (562) 943-1464  
www.cityoflamirada.org

July 19, 2021

Cheryl Viegas Walker  
President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, California 95814

**SUBJECT: LETTER OF SUPPORT FOR CITY OF SOUTH GATE'S PROPOSED  
RESOLUTION AT CALCITIES ANNUAL CONFERENCE**

President Walker:

The City of La Mirada supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue within communities that are home to the State's freight rail lines. While the City of La Mirada is supportive of the economic base the railroad industry serves to the State, the rail lines have become places where illegal dumping and a growing homeless population are significant problems. The negative impact of these illegal activities decreases the quality of life for the La Mirada community, increases blight and unhealthy sanitation issues, and negatively impacts the City's ability to meet State water quality standards under the MS4 permits.

As members of the League, the City of La Mirada values the policy development process provided to the General Assembly. We appreciate your consideration on this issue. Please feel free to contact Assistant City Manager Anne Haraksin at (562) 943-0131 if you have any questions.

Sincerely,

**CITY OF LA MIRADA**

Ed Eng  
Mayor

cc: Blanca Pacheco, President, Los Angeles County Division c/o  
Jennifer Quan, Executive Director, Los Angeles County Division, [jquan@cacities.org](mailto:jquan@cacities.org)

July 22, 2021

Cheryl Viegas Walker  
President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Support for City of South Gate Resolution—Cleanup Activities on Rail Operator Properties**

Dear President Walker,

On behalf of the City of Long Beach, I write to support the City of South Gate’s proposed resolution for the League of California Cities’ (League) 2021 Annual Conference. This resolution seeks to direct the League to adopt a policy urging State and federal governments to increase oversight of rail operators’ land maintenance. The City is a proponent of increased maintenance along railways and believes a League advocacy strategy would help expedite regional responses.

The COVID-19 pandemic has exacerbated the public health and safety concerns on rail rights-of-way, as trash, debris, and encampments have increased exponentially. These challenges erode the quality of life for our communities, increase blight, and contribute to public health and sanitation issues. To address these concerns, the City has engaged directly with regional partners to prioritize ongoing maintenance and cleanups, and has invested \$4 million in the Clean Long Beach Initiative as part of the City’s Long Beach Recovery Act to advance economic recovery and public health in response to the COVID-19 pandemic.

The City of South Gate’s proposed resolution would further advance these efforts for interjurisdictional coordination. The increased oversight proposed by the resolution will help support better coordination and additional resources to address illegal dumping and encampments along private rail operator property. This is a critical measure to advance public health and uplift our most vulnerable communities. For these reasons, the City supports the proposed League resolution.

Sincerely,



THOMAS B. MODICA  
City Manager

cc: Blanca Pacheco, President, Los Angeles County Division c/o  
Jennifer Quan, Executive Director, Los Angeles County Division, [jquan@cacities.org](mailto:jquan@cacities.org)



OFFICE OF THE  
**MAYOR**  
**MARISELA SANTANA**

City of  
**LYNWOOD**

Incorporated 1921

11330 Bullis Road, Lynwood, CA 90262  
 (310) 603-0220 x 200



**CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION**

July 20, 2021

Cheryl Viegas Walker  
 President  
 League of California Cities  
 1400 K Street, Suite 400  
 Sacramento, CA 95814

**RE: City of South Gate Annual Conference Resolution**

President Walker:

The City of Lynwood supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Ernie Hernandez at (310) 603-0220 ext. 200, if you have any questions.

Sincerely,



Marisela Santana, Mayor

CC: Blanca Pacheco, President, Los Angeles County Division c/o  
 Jennifer Quan, Executive Director, Los Angeles County Division, [jquan@cacities.org](mailto:jquan@cacities.org)



July 19, 2021

Cheryl Viegas Walker  
President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Resolution in Support of City of South Gate Annual Conference Resolution**

President Walker:

The City of Montebello (City) supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento. Attached is the Resolution to be considered for adoption by the City Council of the City of Montebello at our July 28, 2021, City Council meeting.

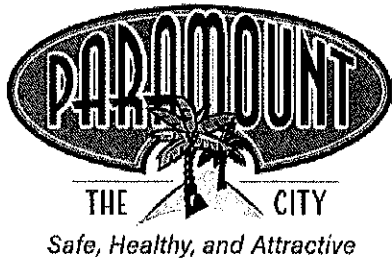
The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erodes the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our City Manager, René Bobadilla, at 323-887-1200, if you have any questions.

Sincerely,

Kimberly Cobos-Cawthorne  
Mayor, City of Montebello

CC: Blanca Pacheco, President, Los Angeles County Division c/o  
Jennifer Quan, Executive Director, Los Angeles County Division, [jquan@cacities.org](mailto:jquan@cacities.org)



BRENDA OLMOS  
Mayor

VILMA CUELLAR STALLINGS  
Vice Mayor

ISABEL AGUAYO  
Councilmember

LAURIE GUILLEN  
Councilmember

PEGGY LEMONS  
Councilmember

July 19, 2021

Cheryl Viegas Walker  
President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: SUPPORT FOR ANNUAL LEAGUE OF CITIES CONFERENCE GENERAL ASSEMBLY RESOLUTION**

President Walker:




The City of Paramount supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento. The proposed resolution is attached

South Gate's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic boon the freight industry serves to the State, their rail line rights of way have often become places where illegal dumping is a constant problem and where our growing homeless populations reside. The impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As a member of the California League of Cities, the City of Paramount values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact City Manager John Moreno at (562) 220-2222 if you have any questions.

---

*Dedicated to providing fiscally responsible services that maintain a vibrant community.*

16400 Colorado Avenue • Paramount, CA 90723-5012 • Ph: 562-220-2000 • [paramountcity.com](http://paramountcity.com)  
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City of Pico Rivera  
**OFFICE OF THE CITY MANAGER**

6615 Passons Boulevard · Pico Rivera, California 90660

**(562) 801-4371**

Web: [www.pico-rivera.org](http://www.pico-rivera.org) e-mail: [scastror@pico-rivera.org](mailto:scastror@pico-rivera.org)

**Steve Carmona**  
City Manager

**City Council**

Raul Elias

*Mayor*

Dr. Monica Sánchez

*Mayor Pro Tem*

Gustavo V. Camacho

*Councilmember*

Andrew C. Lara

*Councilmember*

Erik Lutz

*Councilmember*

**CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION**

July 14, 2021

Cheryl Viegas Walker  
President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: City of South Gate Annual Conference Resolution**

President Walker:

The City of Pico Rivera supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantaged communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State; their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erodes the quality of life for our communities, increases blight, increases unhealthy sanitation issues, and negatively impacts our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Steve Carmona at (562) 801-4405 if you have any questions.

Sincerely,

City Manager  
City of Pico Rivera

CC: Blanca Pacheco, President, Los Angeles County Division c/o  
Jennifer Quan, Executive Director, Los Angeles County Division, [jquan@cacities.org](mailto:jquan@cacities.org)



## **League of California Cities Staff Analysis on Resolution No. 2**

Staff: Damon Conklin, Legislative Affairs, Lobbyist  
Jason Rhine, Assistant Director, Legislative Affairs  
Caroline Cirrincione, Policy Analyst

Committees: Transportation, Communications, and Public Works  
Housing, Community, and Economic Development

### **Summary:**

The City of South Gate submits this resolution, which states the League of California Cities should urge the Governor and the Legislature to provide adequate regulatory authority and necessary funding to assist cities with railroad right-of-way areas to address illegal dumping, graffiti, and homeless encampments that proliferate along the rail lines and result in public safety issues.

### **Background:**

#### **California Public Utilities Commission (CPUC) Railroad Oversight**

The CPUC's statewide railroad safety responsibilities are carried out through its Rail Safety Division (RSD). The Railroad Operations and Safety Branch (ROSB), a unit of RSD, enforces state and federal railroad safety laws and regulations governing freight and passenger rail in California.

The ROSB protects California communities and railroad employees from unsafe practices on freight and passenger railroads by enforcing rail safety laws, rules, and regulations. The ROSB also performs inspections to identify and mitigate risks and potential safety hazards before they create dangerous conditions. ROSB rail safety inspectors investigate rail accidents and safety-related complaints and recommend safety improvements to the CPUC, railroads, and the federal government as appropriate.

Within the ROSB, the CPUC employs 41 inspectors who are federally certified in the five Federal Railroad Administration (FRA) railroad disciplines, including hazardous materials, motive power and equipment, operations, signal and train control, and track. These inspectors perform regular inspections, focused inspections, accident investigations, security inspections, and complaint investigations. In addition, the inspectors address safety risks that, while not violations of regulatory requirements, pose potential risks to public or railroad employee safety.

#### **CPUC's Ability to Address Homelessness on Railroads**

Homeless individuals and encampments have occupied many locations in California near railroad tracks. This poses an increased safety risk to these homeless individuals of being struck by trains. Also, homeless encampments often create unsafe work environments for railroad and agency personnel.

While CPUC cannot compel homeless individuals to vacate railroad rights-of-way or create shelter for homeless individuals, it has the regulatory authority to enforce measures that can reduce some safety issues created by homeless encampments. The disposal of waste materials or other disturbances of walkways by homeless individuals can create tripping hazards in the vicinity of railroad rights-of-way. This would cause violations of [Commission GO 118-A](#), which sets standards for walkway surfaces alongside railroad tracks. Similarly, tents, wooden structures, and miscellaneous debris in homeless encampments can create violations of

[Commission GO 26-D](#), which sets clearance standards between railroad tracks, and structures and obstructions adjacent to tracks.

### Homelessness in California

According to the [2020 Annual Homeless Assessment Report \(AHAR\)](#) to Congress, there has been an increase in unsheltered individuals since 2019. More than half ([51 percent or 113,660 people](#)) of all unsheltered homeless people in the United States are found in California, about four times as high as their share of the overall United States population.

Many metro areas in California lack an adequate supply of affordable housing. This housing shortage has contributed to an increase in homelessness that has spread to railroad rights-of-way. Homeless encampments along railroad right-of-way increase the incidents of illegal dumping and unauthorized access and trespassing activities. Other impacts include train service reliability with debris strikes, near-misses, and trespasser injuries/fatalities. As of April 2021, there have been 136 deaths and 117 injuries reported by the [Federal Railroad Administration](#) over the past year. These casualties are directly associated with individuals who trespassed on the railroad.

Cities across the state are expending resources reacting to service disruptions located on the railroad's private property. It can be argued that an increase in investments and services to manage and maintain the railroad's right-of-way will reduce incidents, thus enhancing public safety, environmental quality, and impacts on the local community.

### State Budget Allocations – Homelessness

The approved State Budget includes a homelessness package of \$12 billion. This consists of a commitment of \$1 billion per year for direct and flexible funding to cities and counties to address homelessness. While some details related to funding allocations and reporting requirements remain unclear, Governor Newsom signed AB 140 in July, which details key budget allocations, such as:

- \$2 billion in aid to counties, large cities, and Continuums of Care through the Homeless Housing, Assistance and Prevention grant program (HHAP);
- \$50 million for Encampment Resolution Grants, which will help local governments resolve critical encampments and transitioning individuals into permanent housing; and
- \$2.7 million in onetime funding for Caltrans Encampment Coordinators to mitigate safety risks at encampments on state property and to coordinate with local partners to connect these individuals to services and housing.

The Legislature additionally provided \$2.2 billion specifically for Homekey with \$1 billion available immediately. This funding will help local governments transition individuals from Project Roomkey sites into permanent housing to minimize the number of occupants who exit into unsheltered homelessness.

With regards to this resolution, the State Budget also included \$1.1 billion to clean trash and graffiti from highways, roads, and other public spaces by partnering with local governments to pick up trash and beautify downtowns, freeways, and neighborhoods across California. The program is expected to generate up to 11,000 jobs over three years.

### Cities Railroad Authority

A city must receive authorization from the railroad operator before addressing the impacts made by homeless encampments because of the location on the private property. Additionally, the city

must coordinate with the railroad company to get a flagman to oversee the safety of the work crews, social workers, and police while on the railroad tracks.

A city may elect to declare the encampment as a public nuisance area, which would allow the city to clean up the areas at the railroad company's expense for failing to maintain the tracks and right-of-way. Some cities are looking to increase pressure on railroad operators for not addressing the various homeless encampments, which are presenting public safety and health concerns.

Courts have looked to [compel railroad companies](#) to increase their efforts to address homeless encampments on their railroads or [grant a local authority's application](#) for an Inspection and Abatement Warrant, which would allow city staff to legally enter private property and abate a public nuisance or dangerous conditions.

In limited circumstances, some cities have negotiated Memoranda of Understandings (MOU) with railroad companies to provide graffiti abatement, trash, and debris removal located in the right-of-way, and clean-ups of homeless encampments. These MOUs also include local law enforcement agencies to enforce illegally parked vehicles and trespassing in the railroad's right-of-way. MOUs also detailed shared responsibility and costs of providing security and trash clean-up. In cases where trespassing or encampments are observed, the local public works agency and law enforcement agency are notified and take the appropriate measures to remove the trespassers or provide clean-up with the railroad covering expenses outlined in the MOU.

Absent an MOU detailing shared maintenance, enforcement, and expenses, cities do not have the authority to unilaterally abate graffiti or clean-up trash on a railroad's right-of-way.

**Fiscal Impact:**

If the League of California Cities were to secure funding from the state for railroad clean-up activities, cities could potentially save money in addressing these issues themselves or through an MOU, as detailed above. This funding could also save railroad operators money in addressing concerns raised by municipalities about illegal dumping, graffiti, and homeless encampments along railroads.

Conversely, if the League of California Cities is unable to secure this funding through the Legislature or the Governor, cities may need to consider alternative methods, as detailed above, which may include significant costs.

**Existing League Policy:**

Public Safety:

*Graffiti*

The League supports increased authority and resources devoted to cities for abatement of graffiti and other acts of public vandalism.

Transportation, Communications, and Public Works

*Transportation*

The League supports efforts to improve the California Public Utilities Commission's ability to respond to and investigate significant transportation accidents in a public and timely manner to improve rail shipment, railroad, aviation, marine, highway, and pipeline safety

## Housing, Community, and Economic Development

### *Housing for Homeless*

Homelessness is a statewide problem that disproportionately impacts specific communities. The state should make funding and other resources, including enriched services, and outreach and case managers, available to help assure that local governments have the capacity to address the needs of the homeless in their communities, including resources for regional collaborations.

Homeless housing is an issue that eludes a statewide, one-size-fits-all solution, and collaboration between local jurisdictions should be encouraged.

### **Staff Comments:**

#### Clarifying Amendments

Upon review of the Resolution, Cal Cities staff recommends technical amendments to provide greater clarity. To review the proposed changes, please see Attachment A.

The committee may also wish to consider clarifying language around regulatory authority and funding to assist cities with these efforts. The resolution asks that new investments from the state be sent to the CPUC to increase their role in managing and maintaining railroad rights-of-ways and potentially to cities to expand their new responsibility.

The committee may wish to specify MOUs as an existing mechanism for cities to collaborate and agree with railroad operators and the CPUC on shared responsibilities and costs.

### **Support:**

The following letters of concurrence were received:

City of Bell Gardens

City of Bell

City of Commerce

City of Cudahy

City of El Segundo

City of Glendora

City of La Mirada

City of Paramount

City of Pico Rivera

City of Huntington Park

City of Long Beach

City of Lynwood

City of Montebello

2. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE ~~NECCESARY~~ ~~NECESSARY~~ FUNDING FOR ~~CUPC~~ THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) TO FUFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE ~~QAULTY~~ QUALITY OF LIFE AND RESULTS IN INCREASED PUBLIC ~~SAFETLY~~ SAFETY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ABUT THE RAILROAD RIGHT-OF-WAY.

Source: City of South Gate

Concurrence of five or more cities/city officials

Cities: City of Bell Gardens; City of Bell; City of Commerce; City of Cudahy; City of El Segundo; City of Glendora; City of Huntington Park; City of La Mirada; City of Long Beach; City of Lynwood; City of Montebello; City of Paramount; City of Pico Rivera

Referred to: Housing, Community and Economic Development; and Transportation, Communications and Public Works

**WHEREAS**, ensuring the quality of life for communities falls upon every local government including that blight and other health impacting activities are addressed in a timely manner by private property owners within its jurisdictional boundaries for their citizens, businesses and institutions; and

**WHEREAS**, Railroad Operators own nearly 6,000 miles of rail right-of-way throughout the State of California which is regulated by the Federal Railroad Administration and/or the ~~California Public Utilities Commission~~ CPUC for operational safety and maintenance; and

**WHEREAS**, the ~~California Public Utilities Commission (CPUC)~~ is the enforcing agency for railroad safety in the State of California and has 41 inspectors assigned throughout the entire State to inspect and enforce regulatory compliance over thousands of miles of rail line; and

**WHEREAS**, areas with rail line right-of-way within cities and unincorporated areas are generally located in economically disadvantaged zones and/or disadvantaged communities of color where the impact of blight further lowers property values and increases the likelihood of unsound sanitary conditions and environmental impacts upon them; and

**WHEREAS**, many communities are seeing an increase in illegal dumping, graffiti upon infrastructure and homeless encampments due to the lax and inadequate oversight by regulatory agencies; and

**WHEREAS**, local governments have no oversight or regulatory authority to require operators to better maintain and clean their properties as it would with any other private property owner within its jurisdictional boundaries. Thus such local communities often resort to spending their local tax dollars on cleanup activities or are forced to accept the delayed and untimely response by operators to cleaning up specific sites, and;

**WHEREAS**, that railroad operators should be able to provide local communities with a fixed schedule in which their property will be inspected and cleaned up on a reasonable and regular schedule or provide for a mechanism where they partner with and reimburse local governments for an agreed upon work program where the local government is enabled to remove items like illegal dumping, graffiti and encampments; and

**WHEREAS**, the State has made it a priority to deal with homeless individuals and the impacts illegal encampments have upon those communities and has a budgetary surplus that can help fund the CPUC in better dealing with this situation in both a humane manner as well as a betterment to rail safety.

**RESOLVED**, at the League of California Cities, General Assembly, assembled at the League Cal Cities Annual Conference on September 24, 2021, in Sacramento, that the Cal Cities League calls for the Governor and the Legislature to work with the Cal Cities League and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues. The Cal Cities League will work with its member cities to educate federal and state officials to the quality of life and health impacts this challenge has upon local communities, especially those of color and/or environmental and economic hardships.



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/2021

ITEM NO: 5

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DATE: August 11, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Annexation Application AN21-001. Project Location: 16030 Winterbrook Road. Property Owner/Applicant: Alireza Zarrabi.  
Adopt a resolution to set a date for consideration of the reorganization of an uninhabited area designated as Winterbrook No. 6, approximately 0.319 Acres on property pre-zoned R-1:8. APN 523-26-013.

**RECOMMENDATION:**

Adopt a resolution (Attachment 1) to set a date for consideration of the reorganization of an uninhabited area designated as Winterbrook No. 6, approximately 0.319 acres, located at 16030 Winterbrook Road (APN 523-26-013).

**BACKGROUND:**

The Town has an agreement with Santa Clara County that requires annexation of any property located within the Town's Urban Service Area boundary that is either contiguous to a Town boundary or within 300 feet of a Town maintained roadway if a use is proposed to intensify. The subject property is contiguous to a Town boundary. Annexation has been requested in conjunction with a Building Permit to remodel an existing single-family residence and subject to approval of annexation of the property. The total annexation area (0.319 acres) does not include any County street right-of-way.

Section 56757 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 gives cities in Santa Clara County the authority to annex territory without application to and hearing by the Santa Clara County Local Agency Formation Commission (LAFCO).

The Town is required to hold a protest proceeding even if the area proposed for annexation is

**PREPARED BY:** Diego Mora  
Assistant Planner

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Community Development Department Director, and Finance Director

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BACKGROUND (continued):

uninhabited (less than twelve registered voters) and all property owners have consented to the annexation. This first meeting and resolution sets the date for the consideration of the annexation and the protest proceeding.

DISCUSSION:

The Town has received a petition requesting annexation to the Town of Los Gatos from Alireza Zarrabi, owner of the property at 16030 Winterbrook Road. The property is located on the east side of Winterbrook Road in an unincorporated County pocket.

The property is in the Town's Urban Service Area, is contiguous to a Town boundary, and is zoned R-1:8 (Single-Family Residential, 8,000 square foot minimum lot size). Annexation would allow Town services to be extended to the property and reduce the size of an existing County pocket. Santa Clara County Planning, County Lighting Service Area, and the County Library Service Area have been notified in writing of the annexation request. This agenda item, if approved, would set the date for consideration of the annexation application for September 7, 2021.

COORDINATION:

The preparation of this report was coordinated with the Santa Clara County Library District, Santa Clara County Infrastructure Development Division, LAFCO, Santa Clara County Assessor, Santa Clara County Surveyor, and the Santa Clara County Planning Division.

FISCAL IMPACT:

Once the annexation is certified by the State Board of Equalization, the Town will receive approximately 9.3 percent of the property taxes.

ENVIRONMENTAL ASSESSMENT:

The project is exempt pursuant to the California Environmental Quality Act Guidelines under Section 15061(b)(3): Review for Exemption, in that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. A Notice of Exemption will not be filed.

Attachments:

1. Resolution (includes Exhibits A and B)
2. Location Map



**RESOLUTION 2021-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
TO SET A DATE FOR CONSIDERATION OF A REORGANIZATION  
OF AN UNINHABITED TERRITORY DESIGNATED  
WINTERBROOK NO. 6**

**APN: 523-26-013  
APPROXIMATELY 0.319 ACRES  
ANNEXATION APPLICATION: AN21-001  
PROPERTY LOCATION: 16030 WINTERBROOK ROAD  
PROPERTY OWNER/APPLICANT: ALIREZA ZARRABI**

**WHEREAS**, the Town Council of the Town of Los Gatos has received a request for annexation of territory designated Winterbrook No. 6 from Alireza Zarrabi; and

**WHEREAS**, the property, approximately 0.319 acres and includes no County street right-of-way located at 16030 Winterbrook Road, APN: 523-26-013, is contiguous to a Town boundary and within the Town's Urban Service Area; and

**WHEREAS**, the following special districts would be affected by the proposal: Santa Clara County Lighting Service Area, Santa Clara County Library Service Area; and

**WHEREAS**, the annexation would provide for use of Town services; and

**WHEREAS**, the Town Council enacted Ordinance 1267 in 1975 pre-zoning the subject territory with an R-1:8 (single-family residential, 8,000 square foot minimum lot size) zoning designation; and

**WHEREAS**, the Town of Los Gatos, as Lead Agency for environmental review for the reorganization, has determined annexation of the subject property is exempt from the California Environmental Quality Act guidelines, pursuant to Section 15061(b)(3); and

ATTACHMENT 1

**WHEREAS**, the County Surveyor of Santa Clara County has found the description and map (Exhibit A and B) to be in accordance with Government Code Section 56757, the boundaries to be definite and certain, and the proposal to be in compliance with LAFCO's road annexation policies; and

**WHEREAS**, as provided in Government Code Section 56757, the Town Council of the Town of Los Gatos shall be the conducting authority for a reorganization including an annexation to the Town; and

**WHEREAS**, the territory is uninhabited and all owners of land included in the proposal have consented to this annexation; and

**WHEREAS**, Government Code Section 56662(a) provides that if a petition for annexation is signed by all owners of land within the affected territory the Town Council may approve or disapprove the annexation without a public hearing.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Council of the Town of Los Gatos hereby initiates annexation proceedings and will consider annexation of the territory designated as Winterbrook No. 6 at its regular meeting on September 7, 2021.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los

Gatos, California, held on the 17th day of August, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_

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EXHIBIT "A"

WINTERBROOK NO. 6

ANNEXATION TO THE TOWN OF LOS GATOS

GEOGRAPHIC DESCRIPTION

All that certain real property, situate in portion of Rancho Rinconada De Los Gatos, lying in the County of Santa Clara, State of California, described as follows:

**Beginning** at the point of intersection of the easterly line of Winterbrook Road as shown upon the Tract Map hereinafter referred to, with the northerly line of the Annexation to the Town of Los Gatos, as defined by the Annexation titled "Winterbrook No. 1", said point being the southeasterly corner of Lot 8, as shown upon that certain Map entitled, "Tract No. 505", filed for record in the Office of the Recorder of the County of Santa Clara, State of California, in book 38 of Maps, at page 1; thence along said Annexation line and along the southerly line of said Lot 8

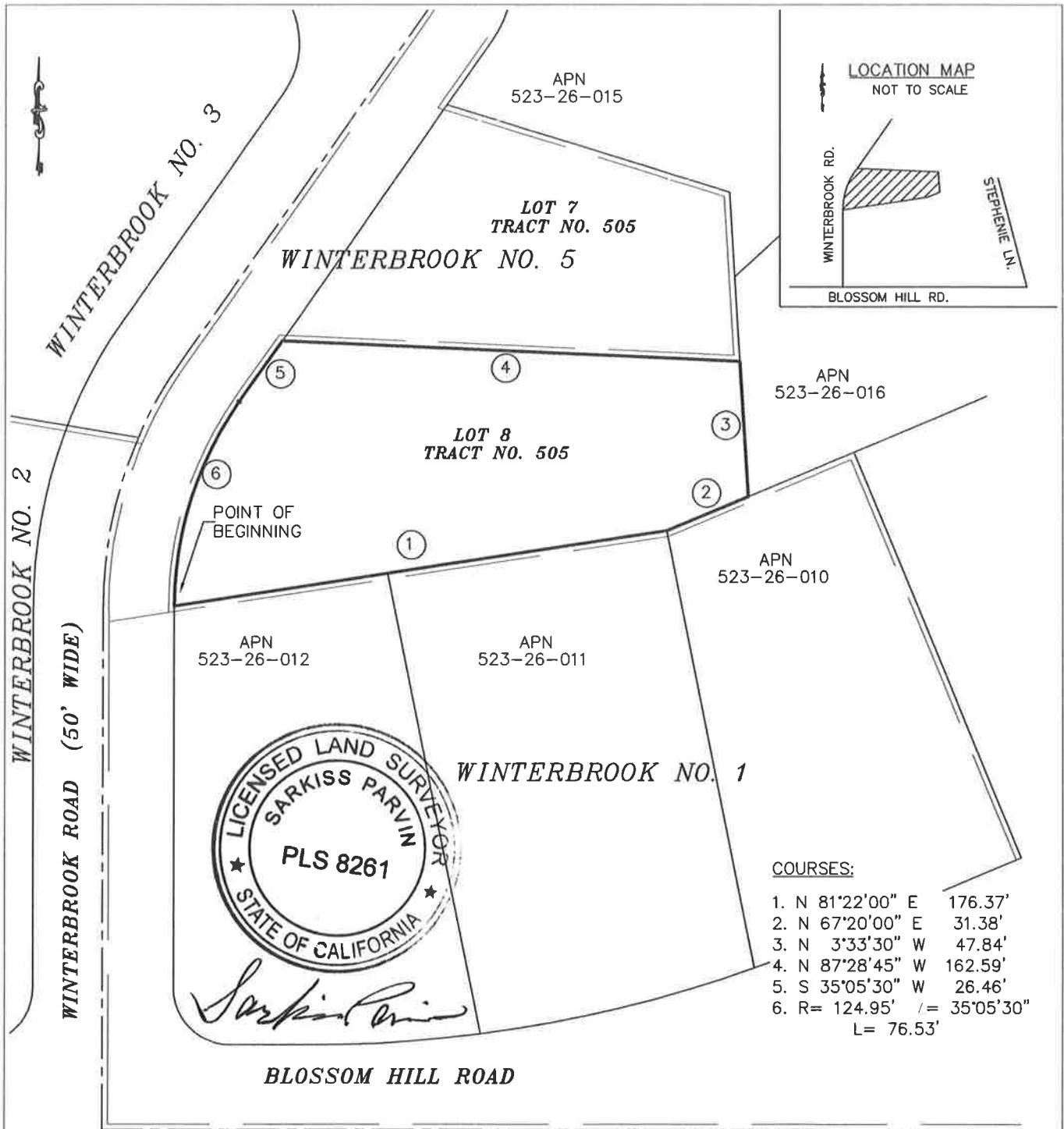
- (1) N. 81°22'00" E., 176.37 feet to an angle point; thence continuing along said line of the Annexation titled "Winterbrook No. 1"
- (2) N. 67°20'00" E., 31.38 feet to the southeasterly corner of said Lot 8; thence leaving said Annexation line, northerly along the easterly line of said Lot 8
- (3) N. 3°33'30" W., 47.84 feet to the northeasterly corner of said Lot 8; said point being on the Town Limits as established by Town of Los Gatos Annexation " Winterbrook No. 5"; thence, along the northerly line of said Lot 8 and along the Annexation " Winterbrook No. 5"
- (4) N. 87°28'45" W., 162.59 feet to the most northerly corner of said Lot 8, said point being on the easterly line of said Winterbrook Road, thence along said Annexation Line and said easterly line of Winterbrook Road
- (5) S. 35°05'30" W., 26.46 feet to the beginning of a curve to the left, thence along said curve and along said Annexation
- (6) having a radius of 124.95 feet, through a central angle of 35°05'30", an arc length of 76.53 feet, to the **Point of beginning** and containing **0.319** acre, more or less

*For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.*

Date: 5/20/2021



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**COURSES:**

- 1. N 81°22'00" E 176.37'
- 2. N 67°20'00" E 31.38'
- 3. N 3°33'30" W 47.84'
- 4. N 87°28'45" W 162.59'
- 5. S 35°05'30" W 26.46'
- 6. R= 124.95' / = 35°05'30"  
L= 76.53'

**Disclaimer:**

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.



**LEGEND**

- LOS GATOS TOWN LIMITS
- PROPOSED ANNEXATION LIMITS
- STREET CENTERLINE

**EXHIBIT "B"**  
**WINTERBROOK ANNEXATION NO. 6**  
 BEING A PORTION OF RANCHO RINCONADA DE LOS GATOS, COUNTY OF SANTA CLARA, CALIFORNIA

**SMP**  
**ENGINEERS**  
**CIVIL ENGINEERS**

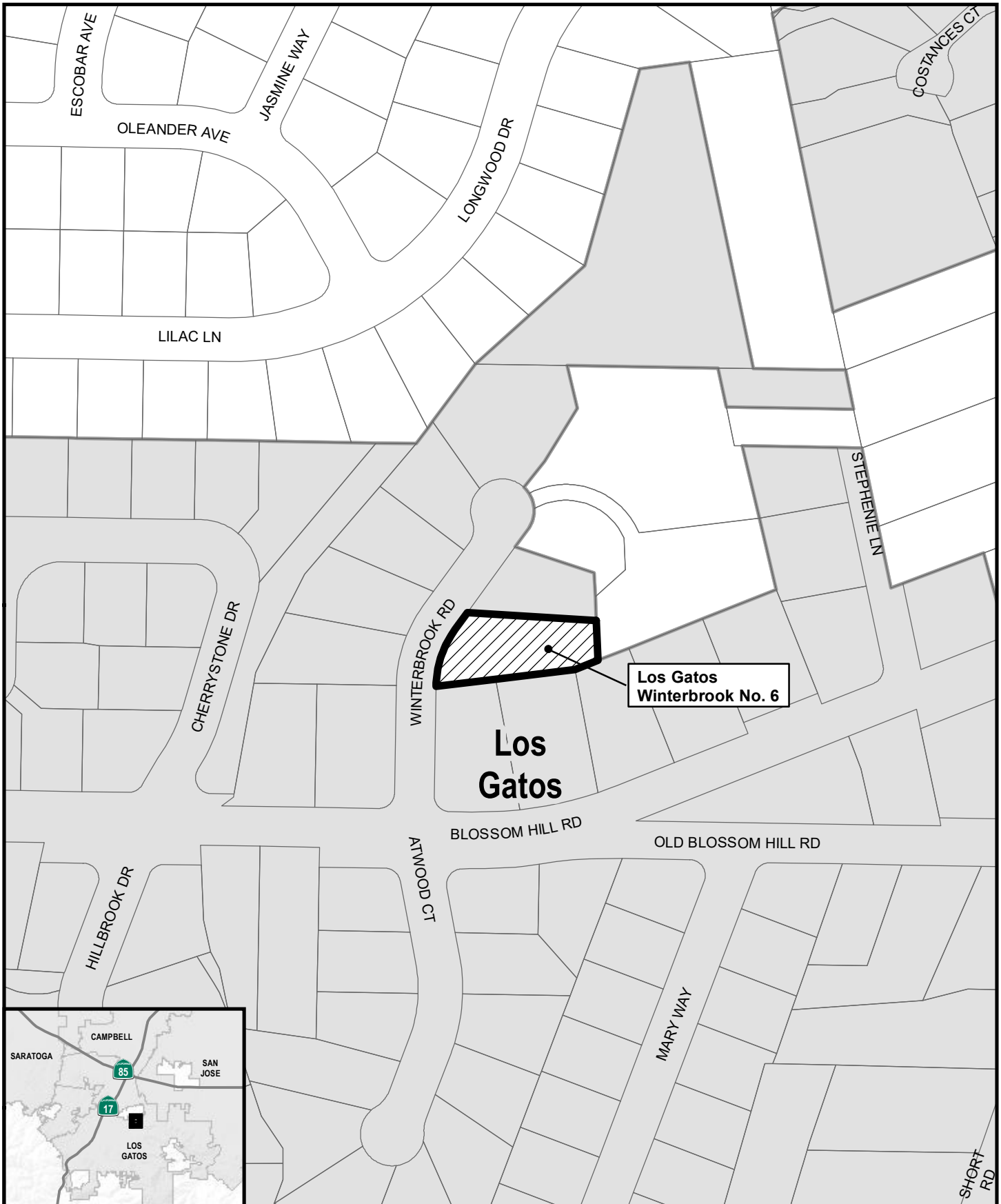
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1534 CAROB LANE  
 LOS ALTOS, CA 94024  
 TEL: (650) 941-8055  
 FAX: (650) 941-8755

ASSESSOR'S PARCEL NUMBER 523-26-013	DATE: 05-20-2021	SCALE: 1"=50'	ACREAGE: 0.319
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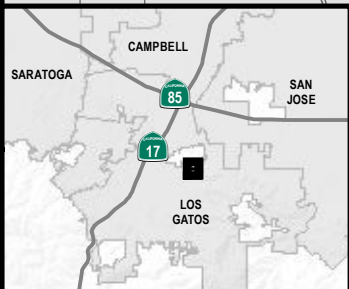
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Los Gatos  
Winterbrook No. 6




Los  
Gatos

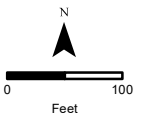


**County of Santa Clara**  
 Department of Planning and Development  
 County Government Center, East Wing  
 70 West Hedding St., 7th Floor  
 San Jose, California 95110

**LOCATION MAP**  
**Los Gatos - Winterbrook No. 6**  
**0.319 acres +/-**

Prepared for the Office of the County Surveyor  
 May 27, 2021  
 August Hanks, County Surveyor

-  Area of Annexation
-  Incorporated Lands
-  Unincorporated Lands



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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/2021

ITEM NO: 6

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DATE: August 6, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Authorize the Town Manager to Execute an Agreement for Consultant Services with O'Brien Code Consulting, Inc. for Building Division Plan Check Consultant Services.

**RECOMMENDATION:**

Authorize the Town Manager to execute an Agreement for consultant services with O'Brien Code Consulting, Inc. for Building Division plan check consultant services.

**BACKGROUND:**

The Town has contracted with outside consultants to provide building permit application plan checking services for more than 19 years. The Town needs to retain code and structural engineering consultant plan check services because the Town does not have a Plan Check Engineer position.

**DISCUSSION:**

The Plan Check consultant provides Building Division plan check services to the Town, providing both non-structural and structural code review for building permit applications. Staff sent out a Request for Qualifications (RFQ) to learn the quality and costs of services available in the marketplace. Staff sent out RFQs to six plan check consultant firms, and proposals were received from the following firms:

- O'Brien Code Consulting Inc.;
- Interwest Consulting Group;
- 4LEAF, Inc.; and
- Shums Coda Associates.

**PREPARED BY:** Joel Paulson  
Community Development Director

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

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DISCUSSION (continued):

Staff carefully reviewed and evaluated the proposals, and all the proposals were deemed very competitive. However, O'Brien Code Consulting, Inc. (OCC) was determined to be the most qualified firm based on their staff experience and competitive pricing (see Attachment 1).

Typical tasks of the Plan Check consultant are:

- Plan Review services of complex projects;
- Possible on-site Plan Review of less complex projects;
- Technical support;
- Miscellaneous support, expedited services, emergency response; and
- Pick-up/delivery of plans and comment letters.

The Principal for OCC has provided plan check services to the Town for over 30 years (twelve years as OCC) and is familiar with Town and Building Division procedures. The Principal has a demonstrated record in meeting the expected turnaround times and providing exemplary service to the Town. OCC has the following qualifications:

- Licensed Civil Engineer;
- International Code Council Certified Plans Examiner;
- Leadership in Energy and Environmental Design Accredited Professional Certified;
- California Accessibility Specialist Program Certified; and
- California Emergency Management Agency Safety Assessment Program.

OCC also provides similar services to the City of Mountain View, City of Campbell, and City of Menlo Park.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to enter into an agreement (Attachment 1) with O'Brien Code Consulting, Inc, for the reasons stated in this report.

COORDINATION:

This report was coordinated with the Town Manager's Office, Town Attorney's Office, Community Development Department, and Finance Department.

PAGE 3 OF 4

SUBJECT: O'Brien Code Consulting, Inc.

DATE: August 6, 2021

FISCAL IMPACT:

All costs for Plan Check Consultant contracts are borne by applicants and no costs to the Town are incurred.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft O'Brien Code Consulting Inc. Agreement for Consultant Services
2. OCC 2021 Los Gatos Consultant Proposal

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## **AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on this 1<sup>st</sup> day of September 2021, by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and O’Brien Code Consulting, Inc. (OCC), engaged in providing Building Plan Check Consulting Services, herein called (“Consultant”), whose address is P.O. Box 112346, Campbell, CA 95011-2346. This Agreement is made with reference to the following facts.

### **I. RECITALS**

- 1.1 Town desires to engage a Building Plan Check Consultant to provide consulting services to assist in the processing of plan checks because of Consultant’s experience and qualifications to perform the desired work and Town needs to undertake activities to supplement its ability to review building plan checks and enhance customer service, efficiency, and legal requirements.
- 1.2 Consultant represents and affirms that it is 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 Scope of Services. Consultant shall provide services as described in that certain Proposal to Provide Building Division Plan Check Review Services sent to Town on June 4 2021 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 September 1, 2021 to June 30, 2026. Consultant shall perform the services described in this agreement as follows:
  - a. Provide complete Building Permit Plan Check Services, including but not limited to, Initial Plan Check comments on submitted applications, Resubmittal Plan Check comments on revised plans, and written copies of Initial and Resubmittal Plan Check comments.
  - b. As requested by Town, provide copies of work products of all comments, reports, and studies prepared for Town. Consultant shall provide electronic file copies of these documents.
  - c. As requested by Town, provide an updated listing/status report of all Building Permit Plan Checks reviewed for the Town.
  - d. When needed by Town, Plan Check Consultant and Building Official shall attend meetings with Town staff, public officials, community leaders, developers, contractors and the general public. (Maximum of 4 additional meetings per month.)

ATTACHMENT 1

- e. On-site structural and non-structural plan review services consisting of approximately ten hours per week, spread over two separate days, may be required.
  - f. Provide Technical Support at pre-design and pre-construction meetings and at field visits as needed. Provide Technical Support and guidance for field inspection personnel.
  - g. Provide services as needed by the Town per Scope of Services – Exhibit A.
- 2.3 Compliance with Laws. 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 Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by Town and all reports and supportive data prepared by Consultant under this Agreement are Town's property and shall be delivered to Town upon the completion of Consultant's services or at 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 Town to the public, and Consultant shall not make any of the these documents or information available to any individual or organization not employed by Consultant or Town without the written consent of Town before such release. Town acknowledges that the reports to be prepared by 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 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 Compensation. Compensation for Consultant's professional services shall be based upon Town's pre-approval of each task as noted in the Scope of Services Compensation for each task and shall not exceed the amount per task noted in the Consultant's Schedule of Fees attached hereto as part of Exhibit B and incorporated by reference herein. Fees will be reviewed on an annual basis.
- 2.7 Billing. 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 Town shall be addressed as follows:

Invoices:

Town of Los Gatos  
Attn: Accounts Payable  
P.O. Box 949  
Los Gatos, CA 95031

- 2.8 Availability of Records. 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 Town at the Consultant's offices during business hours upon written request of Town.
- 2.9 Assignability and Subcontracting. 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 Town.
- 2.10 Independent Contractor. It is understood that 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 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, 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. Consultant has and shall not obtain any holding or interest within Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of Staff or management of 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 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 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 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 Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by 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. 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 Consultant; products and completed operations of Consultant, premises owned or used by Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. 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 Town, its officers, officials, employees or volunteers shall be excess of 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 Town, its officers, officials, employees or volunteers.
  - iv. 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 All Coverages. 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 Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with Town Clerk.
- 3.3 Workers' Compensation. 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 Indemnification. Consultant shall save, keep, hold harmless and indemnify and defend 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 Consultant, or any of Consultant's officers, employees, or agents or any subconsultant.

#### **IV. GENERAL TERMS**

- 4.1 Waiver. 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 Governing Law. 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 Termination of Agreement. Town and Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days written notice of termination. In the event of termination, Consultant shall deliver to Town all plans, files, documents, reports, performed to date by 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 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 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by Town and Consultant.
- 4.5 Disputes. 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 Notices. 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

O'Brien Code Consulting, Inc.  
Attn: Susan O'Brien  
475 Queens Court  
Campbell, CA 95008

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 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between 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, Town and Consultant have executed this Agreement.

Town of Los Gatos by

Consultant, by:

\_\_\_\_\_  
Laurel Prevetti, Town Manager

\_\_\_\_\_  
Susan O'Brien, P.E, LEED AP, CASp  
Principal

Recommended by:

\_\_\_\_\_  
Robert Gray, Building Official

Approved as to Form:

\_\_\_\_\_  
Robert Schultz, Town Attorney

Attest:

\_\_\_\_\_  
Shelley Neis, MMC, CPMC, Town Clerk

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# Statement of Qualifications to Provide Building Division Plan Check Review Services



Prepared for:

**Mr. Robert Gray, CBO**

*Chief Building Official*

**Town of Los Gatos**

Community Development Department – Building Division

110 E. Main Street

Los Gatos, CA 95030

**June 2, 2021**

**O'Brien Code Consulting, Inc.**

P.O. Box 112346

Campbell, CA 95011-2346

Phone/Fax: (408) 370-1585

[obriencode@gmail.com](mailto:obriencode@gmail.com)

Contact:

Susan C. O'Brien, P.E., LEED AP, CASp

Civil Engineer, ICC/IRC Plans Examiner

Principal



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### EXHIBITS:

Exhibit A – Resume



O'Brien Code Consulting, Inc.

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June 2, 2021

Mr. Robert Gray, CBO, Chief Building Official  
Town of Los Gatos, 110 East Main Street  
Los Gatos, CA 95030

**Re: Letter of Intent to Provide Building Division Plan Check Review Services**

Dear Mr. Gray:

Thank you for the opportunity to present this statement of qualifications to provide Building Division plan check review services for the Town of Los Gatos.

O'Brien Code Consulting, Inc. has provided complete plan check review services, including on-site plan review, to the Town for over the past twelve years. Prior to that, Ms. Susan O'Brien, OCC Principal, has provided plan check review services to the Town for almost 30 years with other consulting firms, and originally as an employee of the Town. This extensive historical knowledge of the Town's Code Amendments, local Ordinances, Policies, and Procedures, coupled with the close working relationships developed over the years with Town staff and local design professionals, makes OCC the best consultant to provide this service to the Town.

OCC intends to continue serving the Town as it has done in the past, by providing complete, thorough, and timely plan reviews for all types of projects. We will continue to provide support services to the Town Building Division on an as-needed basis by attending pre-submittal meetings, assisting the Building Inspection staff with field issues and site visits, attending staff meetings, and providing staff training on Accessibility Regulations and a wide variety of topics.

Prior to the COVID-19 pandemic of 2020, we provided on-site plan review services to the Town Building Division on Tuesdays and Thursdays from 7:30 AM to 1 PM, or later, if needed. During the pandemic and subsequent office closure, we transitioned seamlessly to the Town's new electronic plan review software completing all Town plan reviews at our office location. As we emerge from this pandemic and offices reopen for business, we intend to be available to provide on-site plan review services in the future, if requested by the Town's Chief Building Official.

If we are fortunate enough to be awarded this contract, we are committed to working with Town staff to deliver high quality plan review services using a timely, common-sense approach. We are also committed to staying current with the Town's constantly evolving regulations and permitting/plan review software.

Please contact me at (408) 540-9315 should you have any questions. I am very excited to present our qualifications and hope to have the opportunity to continue working for the Town Building Division and Community Development Department.

Sincerely,

Susan O'Brien, P.E., LEED AP, CASp,  
Civil Engineer, ICC/IRC Plans Examiner  
Principal - O'Brien Code Consulting, Inc.



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## GENERAL QUALIFICATIONS

- COMPANY PROFILE

O'Brien Code Consulting, Inc. was founded in April 2009, by Susan C. O'Brien, P.E. and Michael S. O'Brien. With almost thirty years of experience working for jurisdictions and plan review consulting firms, Ms. O'Brien has a unique understanding of client needs. This company was created as a resource for jurisdiction building departments during the recession, to offer high quality plan review services at very competitive prices. Ms. O'Brien provides all plan review services and technical support for the company, while Mr. O'Brien provides all pick-up and delivery services as well as performing all general office duties. We have no additional employees, and this is what allows us to provide consistent plan reviews, while keeping the cost to the client at a minimum.

Our company philosophy is simple. We treat our clients the way they expect to be treated. This means we are very responsive to the client's needs while providing exemplary customer service. When an applicant calls or emails our office, all technical questions are answered promptly by Ms. O'Brien. Since she performs all plan reviews, the caller can rest assured that they are talking to the plan review engineer who actually reviewed their project and issued the comments. Our responsibility is to provide concise plan review correction lists with specific Code sections, and to clearly communicate the intent of the Code.

We provide thorough and consistent plan reviews with prompt turn-around times. We strive to complete plan reviews and return projects to the client several days before they are due back to the client, but that is highly dependent on the quality and completeness of the permit submittals and the volume of submittals. Occasionally, due to unforeseen circumstances, there may be a need to expedite projects. We understand these urgent situations and our role to help facilitate the process. Ultimately, we become an extension of the jurisdiction that the Building Official and Building Division staff can rely on to provide the best service possible. We present ourselves to the client and the community as a tool to assist them through the building process, not as an obstacle, which is frequently the public perception.



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## **GENERAL QUALIFICATIONS (continued)**

- **COMPANY PROFILE (continued)**

The COVID-19 pandemic of 2020 required a quick pivot from paper plan submittals and reviews to electronic plan submittals and reviews. We were able to quickly learn and seamlessly transition to the electronic plan review software and methods required by each of our clients while maintaining our high quality plan reviews and customer service. Our dedication and consistency to evolve with the clients ever-changing service needs makes us a reliable resource for the client.

O'Brien Code Consulting understands the competitive market for services in the industry today. Through our commitment to continuing education and participating in chapter and committee meetings, we ensure that our clients are connected to the latest industry information. My longevity in the industry has enabled me to develop an extensive network of experienced Code professionals that are available to provide opinions and interpretations on a myriad of Code topics. Since we are a small business, we contract with only a select few clients. We provide consistent, prompt and professional service while developing close working relationships with our clients. We value our clients as individuals and their complete satisfaction is our top priority.

- **ORGANIZATIONAL STRUCTURE**

O'Brien Code Consulting has a very simple organizational structure. All plan review services, including any required on-site services, are provided by Ms. Susan C. O'Brien, P.E. She also attends any meetings required by the jurisdiction and responds to all technical questions. Mr. Michael S. O'Brien provides all pick-up and delivery services, if needed, as well as performing all general office duties.

- **STAFF PROFILE, QUALIFICATIONS, AND EXPERIENCE**

As a licensed professional engineer and ICC Certified plans examiner, Ms. O'Brien has provided plan review services to over thirty jurisdictions within California, Arizona,



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## **GENERAL QUALIFICATIONS (continued)**

- **STAFF PROFILE, QUALIFICATIONS, AND EXPERIENCE (continued)**

Nevada and Utah. Her experience has included everything from small residential projects to high-rise office buildings, multi-family residential podium structures, movie theaters, private schools, public housing projects, and OSHPD-3 medical offices. Having worked in-house at several jurisdictions, she understands that each jurisdiction is unique with their own Code amendments and policies. Her focus on the client's individual needs allows her to effectively communicate the Code requirements and the specific jurisdictional requirements to the applicant.

During her time working for the Town of Los Gatos Building Division, Ms. O'Brien has gained a detailed understanding of the Town's Code Amendments, local Ordinances, Policies, and Procedures, including: Town Residential Accessibility Standards, Wild-Land Urban Interface, Town Reach Code, and Hillside Construction. This knowledge and extensive experience with the Town specific requirements provides added value to Town staff and the design community.

As a certified LEED AP, Ms. O'Brien has knowledge of green building principles that extend beyond the 2019 California Green Building Standards Code. This allows her to provide added value and insight to the jurisdiction and design professionals regarding green building requirements.

As a California Certified Access Specialist (CASp) since 2010, Ms. O'Brien is able to provide CASp services to the jurisdiction, as required by State law. She consistently participates in Division of the State Architect and Certified Access Specialists Institute (CASI) meetings and webinars to further that knowledge and experience and enjoys sharing that education with her clients. Since Ms. O'Brien provides CASp services only to jurisdictions and not to the private sector, this avoids any conflict of interest or perceived conflict of interest.

Please see Exhibit A for Ms. O'Brien's resume.



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## **GENERAL QUALIFICATIONS (continued)**

### • **LOCATION**

O'Brien Code Consulting is located in Campbell, CA, within a 10-minute drive from the Town of Los Gatos offices. Our close proximity to the Town enables us to provide timely pick-ups and deliveries to the Town for any urgent projects, as well as being able to report to the Town to provide emergency services in the event of a natural or man-made disaster. Although the COVID-19 pandemic of 2020 has resulted in all submittals being transmitted electronically, should the need ever arise, our ability to transport plans in-person without using courier services provides an added benefit to the jurisdiction. We use our own plan bags and prior to the pandemic and the transition to electronic plan submittal, we made pick-ups and deliveries on a daily basis.

## **SERVICES OVERVIEW**

The Scope of Services for this contract with the Town of Los Gatos is for providing professional building plan review services. All services will be provided by Ms. Susan O'Brien, P.E., who will work closely with the Town staff to ensure the review services exceed the Town's expectations. She will provide consistent and comprehensive plans reviews, while providing the superior customer service expected by the jurisdiction. We do not intend to hire any employees, or use sub-consultants. However, should the workload dictate otherwise, we are confident in our ability to recruit highly qualified personnel and will obtain prior authorization from the Town Building Official, prior to the use of any sub-consultants. O'Brien Code Consulting offers the following services:

### • **PLAN REVIEW SERVICES**

- Provide complete plan review services for compliance with California Building Laws as generally found in Title 24 Parts 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11, and 12, including structural, fire/life safety, disabled access, energy conservation requirements, and green building requirements.
- Ms. O'Brien is CASp certified (CASp-220) and will provide CASp services to the Town.
- Based on Ms. O'Brien's many years of experience working for the Town Building Division, she is very familiar with all of the applicable local Ordinances, policies and procedures and will implement all applicable items on a project-by-project basis.



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## **SERVICES OVERVIEW (continued)**

- **PLAN REVIEW SERVICES (continued)**
  - Provide comment letters which are consistent and comprehensive, grouped together by discipline, and refer to specific plans sheets and Code sections for ease of reference.
  - Provide comment letters in a written format and transmit them to the Town Building Division staff via email, or any other means deemed necessary by the Building Official.
  - Provide “red-line” mark-ups on the Town’s DigEplan/Accela database to supplement written plan review comment letters.
  - Ms. O’Brien will provide her cell phone number to Town staff for their use only and will be available on the same day to respond to questions from Town staff.
  - Services include the initial review and two iterations of revised plans (“re-check”) at no additional charge to the Town.
  - Upon plan review approval, “wet” signed and stamped approved plans and documents will be returned to the Town along with an approval letter. All documents will be stamped “Approved” in accordance with the Town of Los Gatos requirements.
  - O’Brien Code Consulting will not contact the applicant when plans are approved. Any inquiries from applicants or design professionals to O’Brien Code Consulting regarding the status of plans reviews will be directed to the Town of Los Gatos.
  - For any paper submittals, pick-up and delivery of all plans and documents in-person by O’Brien Code Consulting staff. We do not intend to use a courier, but should the need arise, we have a standing FEDEX account and we will cover the cost of all such courier services.
  
- **ON-SITE PLAN REVIEW SERVICES – If required by the Town Building Division**
  - Provide complete on-site plan review services for compliance with California Building Laws as generally found in Title 24 Parts 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11, and 12, including structural, fire/life safety, disabled access, energy conservation requirements, and green building requirements.
  - On-site services may be provided for approximately ten (10) hours per week, spread over two separate days, to provide plan check of minor residential and commercial plan reviews and to provide additional services as required by the Building Official.



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## **SERVICES OVERVIEW (continued)**

- **ON-SITE PLAN REVIEW SERVICES (continued)**

- Provide comment letters which are consistent and comprehensive, grouped together by discipline, and refer to specific plans sheets and Code sections for ease of reference.
- Provide comment letters in the format required by the Town Building Division staff.
- Provide “red-line” mark-ups on the Town’s DigEplan/Accela database to supplement written plan review comment letters.

- **PLAN REVIEW TURNAROUND SCHEDULES**

- Historically, an expected turnaround schedule for initial plan review corrections was ten (10) working days and five (5) working days for any subsequent reviews. However, due to the constantly increasing Code requirements and regulations, such as more extensive Energy Codes, new Green Building Codes, and local Reach Codes, that turnaround schedule is increasingly difficult to achieve.
- OCC is committed to maintaining the Town’s acceptable plan check timelines. We will strive to complete all plan reviews earlier than their Town assigned due date. However, that is contingent on the quality and completeness of the submittal.
- OCC is committed to completing all initial plan review corrections within the timeframe assigned by the jurisdiction (typically ten to fifteen (10-15) business days from the date of the receipt of plans in our office from the Town). This includes typical residential and commercial projects. However, building Code change cycle and incomplete plan submittals may require extended plan review times to be defined by the jurisdiction.
- Subsequent project plan reviews will be completed within the timeframe assigned by the jurisdiction (typically five to ten (5-10) business days from the date of the receipt of plans in our office from the Town). However, building Code change cycle and incomplete plan submittals may require extended subsequent plan review times to be defined by the jurisdiction.
- Response time for more complex projects as determined by the Town will typically be completed within fifteen to twenty (15-20) business days from the date of the receipt of plans in our office from the Town. The turnaround time for complex projects is negotiable.





## **SERVICES OVERVIEW (continued)**

- **PLAN REVIEW TURNAROUND SCHEDULES (continued)**

- O'Brien Code Consulting understands that there may be situations that will require projects to be expedited. We will complete all expedited projects at the request and under the given time parameters provided by the Building Official.

- **TECHNICAL SUPPORT:**

- Attend pre-construction or pre-design meetings in person or virtually as requested by the Building Official. In the event that a meeting at the Town office is desired by the Town and/or applicant and design professional, Ms. O'Brien will be available to attend a scheduled meeting in person or virtually with 48 hours prior notice.
- Provide field visits. In the event that a field visit is desired by the Town and/or applicant and design professional, Ms. O'Brien will be available to attend a scheduled field visit in person or virtually with 48 hours prior notice.
- Provide support for field inspection personnel.
- Assist staff on an as-needed basis.
- All Town Building Division staff members will be provided with Ms. O'Brien's cell phone number to contact with questions on an as-needed basis.

- **MISCELLANEOUS SUPPORT**

O'Brien Code Consulting understands the staffing challenges faced by local Building Departments. We are ready and willing to adapt to the changing needs of the jurisdiction. In addition to plan review services, we will provide the following services at the request of the Town:

- Expedited Services – O'Brien Code Consulting understands that owners/applicants may desire expedited plan review services. In accordance with the policies of the Town of Los Gatos, O'Brien Code Consulting would be available to provide expedited plan review services at an increased fee based on the required expedited turnaround time. This would be on a project-by-project basis, as agreed upon with the Town Building Official.



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## **SERVICES OVERVIEW (continued)**

### • **MISCELLANEOUS SUPPORT**

- On-Site Staff Training – O'Brien Code Consulting is committed to evolving with the ever-changing Code requirements. Through attendance at seminars and participation in Chapter and Committee meetings, we stay current on Code developments. As a consultant to the Town, it is our duty to ensure we communicate the pertinent Code development and industry issues to the client. Ms. O'Brien will be available to attend staff meetings and provide staff training on various Code topics to Town personnel, on-site or virtually, as requested by the Town Building Official.
- CAL OES – Ms. O'Brien holds a current CAL OES card ID #64779 and is available to assist the jurisdiction in the event of a natural or man-made disaster.

Any Technical and/or Miscellaneous Support services provided to the Town Building Division will be billed to the Town of Los Gatos at the hourly rate shown on the Standard Rate Schedule.



### • **PICK-UP/DELIVERY OF PLANS & PLAN CHECK COMMENTS**

Since the COVID-19 pandemic of 2020, all permit submittals have been provided to the Town Building Division in electronic (PDF) format. Ms. O'Brien is provided with a list of projects from Town Staff on a weekly basis and has access to the Town's DigEplan software to review the plans. Currently, the Town no longer requires any paper submittals for review. However, should the need arise for review of paper plans and documents, we intend the pick-up and delivery of

all plans and documents to be in-person by O'Brien Code Consulting staff. However, should the need arise for courier services, we have a standing account with FEDEX for pick-up and delivery of plans and documents and we will cover the cost of all such courier services.



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## **PROJECT EXPERIENCE**

O'Brien Code Consulting, Inc. Principal, Ms. Susan O'Brien, has had the pleasure of providing plan reviews on various types of projects throughout her career. She has provided comprehensive plan reviews on numerous large and small projects including: assisted living structures, child care facilities, churches, complex custom homes, fire stations, gas stations, high rises, hotels, libraries, movie theaters, multi-family residential podium structures, office and retail buildings, OSHPD-3 health care centers and medical office buildings, parking structures, police stations, private schools, public housing projects, and shopping centers.

The following projects were reviewed by Ms. O'Brien, as the principal of O'Brien Code Consulting, Inc.

- **TOWN OF LOS GATOS**

Since establishing O'Brien Code Consulting, Inc. in April of 2009, Ms. O'Brien has reviewed thousands of projects for the Town of Los Gatos. This does not include the numerous projects reviewed in-house at the Town offices. Projects reviewed include several new single-family dwellings located in the Wildland Urban Interface Area with complex retaining walls and pier and grade beam foundations. Some of the more significant projects are described below:

- **The Club at Los Gatos**

Reviewed under the 2013 California Codes, this project consisted of a complicated addition and remodel to an existing tilt-up concrete building. This two-story Group

A-3 Occupancy fitness center with Café and outdoor pool and spa fitness area underwent a change of design architect as well as several floor plan and project scoping revisions and is currently under construction.



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## **PROJECT EXPERIENCE (Continued)**

### **TOWN OF LOS GATOS (continued)**



#### **Double D's**

Reviewed under the 2013 California Codes, this project consisted of reconstruction and tenant improvement of an existing restaurant building after a fire. Accessibility considerations and exterior wall and property line proximity

issues were highlights of the project review. This Group A-2 occupancy of Type V-B construction is approximately 5,100 SF.

#### **Roberts Road 4-Unit Factory-Built Housing**

Reviewed under the 2016 California Codes, this project consisted of a 4-Unit Factory-Built Housing structure on top of a podium with basement parking garage. The interface of the FBH structure with the site-built parking garage were the highlights of this project. Type V-B Construction. Approximately 11,000 SF of dwelling floor area and 6,800 SF of parking garage area.



#### **Casa Natal**

#### **Birthing & Wellness Center**

Reviewed under the 2016 California Codes, this project consisted of a tenant improvement to an existing office building of Type V-B construction to a specialized medical-office Group B occupancy. This project had complex accessibility issues and included a change of project scope and design team mid-way through construction.



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## **PROJECT EXPERIENCE (Continued)**

- **TOWN OF LOS GATOS (continued)**



### **McCarthy Ranch Shopping Center**

Reviewed under the 2016 California Codes, this project consisted of full site improvements and accessibility upgrades and various shell building improvements and tenant improvements to three detached restaurant, retail, and office buildings.



### **(N) Medical Office Building with Parking Garage**

Reviewed under the 2016 California Codes, this project consisted of a new Type V-B Construction shell medical office building of approximately 6,500 SF with at-grade 2,800 SF parking garage. This project is currently under construction.



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## **PROJECT EXPERIENCE (Continued)**

### **TOWN OF LOS GATOS (continued)**



### **(N) Union Avenue Mixed-Use Development**

Reviewed under the 2016 California Codes, this project consisted of a new mixed-use two-story office building with three attached apartment units and six (6) detached single-family dwellings. This project is currently under construction.

### **Other Notable Los Gatos Projects:**

- Dittos Lane – Publicly Funded Teacher Housing Duplexes
- (N) Netflix Campus - four new shell office buildings and subsequent tenant improvements and a parking garage.
- The Highlands – Luxury Homes located in the Wild-Land Urban Interface Area
- Los Gatos Theatre – Addition and remodel to historical theatre building



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## **PROJECT EXPERIENCE (Continued)**

### **TOWN OF LOS GATOS (continued)**

- La Rinconada Country Club – Addition & Remodel to existing clubhouse building with restaurant and bar areas and outdoor dining areas
- Town of Los Gatos Service Memorial – Outdoor monuments to honor veterans and first responders
- Hillbrook School – Addition to existing classroom building and new detached classroom building at private school
- Numerous retail and restaurant tenant improvements at the Old Town Center and throughout the entire Town commercial areas.

### • **CITY OF MOUNTAIN VIEW**

Since establishing O'Brien Code Consulting, Inc. in April of 2009, Ms. O'Brien has reviewed over 1,000 projects for the City of Mountain View. Projects reviewed include several large and small tenant improvements and multi-family dwelling projects. Some of the more significant projects are described below:

#### **Castro Street – (N) Mixed-Use Building with Basement Parking Garage**



Reviewed under the 2010 California Codes, this project consisted of a four-story office building and R-2 Apartment building with two-story basement parking garage. Type V-A construction of approximately 90,000 SF total. Challenges included shoring for supporting the adjacent existing buildings and public right-of-way, along with complex exiting issues.



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## **PROJECT EXPERIENCE (Continued)**

### **CITY OF MOUNTAIN VIEW (continued)**

#### **Manzanita East & Manzanita West Apartments**



Reviewed under the 2010 California Codes, this project consisted of two four-story R-2 apartment buildings on a podium with basement parking garage below. Type V-A and I-A construction of approximately 550,000 SF total. Challenges included occupied rooftop deck and interior courtyard complex exiting issues.



#### **San Luis Townhomes**

Reviewed under the 2013 California Codes, this project consisted of 28 total two-story and three-story townhomes. Challenges included accessibility and fire-separation issues.



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## **PROJECT EXPERIENCE (Continued)**

### **CITY OF MOUNTAIN VIEW (continued)**

#### **Other Notable Mountain View Projects:**

- Orchard Supply Addition & T.I. – 2555 Charleston Road
- 4-Story Apartment Building – 135 Franklin Avenue
- (N) Safeway Building with Rooftop Parking and several shell retail buildings – San Antonio Shopping Center
- Several multistory shell office buildings (2019 Stierlin, 871 W. Evelyn, 100 W. Evelyn, 1005 N. Shoreline Boulevard)
- Several large (over 200+ dwelling units for each project) multifamily apartment building podium projects with basement parking garages (111 N. Rengstorff Avenue, 865 E. El Camino Real)
- City projects including City Library, City sports fields, and McKelvey Park
- Numerous new single-family dwelling projects with and without basements.

### • **CITY OF CAMPBELL**

Since establishing O'Brien Code Consulting, Inc. in April of 2009, Ms. O'Brien has reviewed over 500 projects for the City of Campbell. Projects reviewed typically consist of Title 24 Energy, CALGreen, and Structural Only plan review. Some of the more significant projects are described below:

#### **Church Addition & Remodel**



Reviewed under the 2013 California Codes, this project consisted of an addition and remodel to an existing Group A-3 Building of Type V-B Construction.



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## **PROJECT EXPERIENCE (Continued)**

### **CITY OF CAMPBELL (continued)**



#### **The Pruneyard Shopping Center**

Various reviews of new shell buildings and tenant improvements under the 2016 California Codes. Some project reviewed as full plan reviews and others reviewed for Title 24 Energy Code, California Green Building Standards Code, and California Building Code – Structural Provisions Only, as directed by the City Building Official.



#### **(N) Shell Office Building**

New two-story shell office building approximately 5,700 SF of Type V-B construction currently under construction. Reviewed for 2016 Title 24 Energy Code and California Building Code – Structural Provisions Only, as directed by the City Building Official.



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## **PROJECT EXPERIENCE (Continued)**

- **CITY OF MENLO PARK**

Since establishing O'Brien Code Consulting, Inc. in April of 2009, Ms. O'Brien is an approved third party plan check firm on the City of Menlo Park's list. Due to the volume of work from the direct contract clients, a very limited number of third party projects consisting of mainly of tenant improvements and small single family dwelling projects have been reviewed by Ms. O'Brien on behalf of the jurisdiction. The majority of the tenant improvement plan reviews have been located in the Sand Hill Office Park which consists of several multistory office buildings and some with basement parking garages. Complex exiting and accessibility issues are highlights of the numerous tenant improvement plan reviews.



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## **BUILDING PLAN REVIEW FEES:**

Fees for comprehensive plan reviews, performed at the O'Brien Code Consulting office, will be equal to **sixty** percent (**60%**) of the review fees as calculated per the Town of Los Gatos. This fee is negotiable. This percentage based rate will be effective until June 30, 2022. The Town will provide O'Brien Code Consulting with jurisdiction plan review fees (project by project) for use in calculating O'Brien Code Consulting fees.

The above fee covers all services associated with the typical plan review, including:

- The review of plans and related documents for compliance with the California Building Laws as generally found in Title 24 Parts 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11, and 12, including structural, fire/life safety, disabled access, energy conservation requirements, and green building requirements, and all applicable local amendments and ordinances.
- Pick-up and delivery of design documents to the jurisdiction.
- First, second, and quick third reviews, if necessary, to approve projects.

Additional plan reviews (extensive third reviews and beyond) will be charged at an hourly rate in accordance with the Standard Rate Schedule.

## **Miscellaneous Support Services Fees:**

Miscellaneous technical and support services, including but not limited to, attending pre-submittal meetings and providing staff training, on-site or virtually at the request of the Chief Building Official, will be billed at an hourly rate per the Standard Rate Schedule.

## **Billing Procedures:**

At the beginning of each month, O'Brien Code Consulting will furnish to the Town of Los Gatos an invoice and a statement of the work performed for compensation during the preceding month. Such statement will also include a detailed record of the month's actual reimbursable expenditures.



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**O'BRIEN CODE CONSULTING**

**STANDARD RATE SCHEDULE– TOWN OF LOS GATOS**

<b><u>Personnel Description</u></b>	<b><u>Hourly Billing Rate</u></b>
Principal	\$ 120.00

These rates are effective through June 30th, 2022. This fee is negotiable.

Overtime will be charged at 125% of the standard hourly rates. No overtime will be charged without prior authorization by client. \*\*

Mileage Reimbursement –  
 (for any OCC staff travel required by the Building Official, beyond 30 miles from the Town offices) Standard Government Mileage Rate + 15% (Currently \$ 0.56 \* 1.15 = \$ 0.644 per mile)

Outside Consultants - Cost plus 15%

\*\* Hours for in-house services in excess of 8 hours (per day) will be billed at the overtime rate shown above. When in-house services or plan review overtime is requested on weekends or holidays, these overtime services will be provided in 4-hour minimum segments.



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## **REFERENCES**

O'Brien Code Consulting was incorporated on April 22, 2009. We have current contracts with the following jurisdictions:

### **TOWN OF LOS GATOS**

Mr. Joel Paulson, Community Development Director

Mr. Robert Gray, CBO, Chief Building Official

110 East Main Street

Los Gatos, CA 95032

(408) 354-6879 – Mr. Paulson

(408) 354-6815 – Mr. Gray

### **CITY OF MOUNTAIN VIEW**

Ms. Nena Bizjak, Chief Building Official

500 Castro Street

Mountain View, CA 94039

(650) 903-6477 – Ms. Bizjak

O'Brien Code Consulting currently provides Third Party Plan Review Services to the following jurisdictions:

### **CITY OF CAMPBELL**

Mr. Bob Lennen, Acting Building Official

70 North First Street

Campbell, CA 95008

(408) 866-2130

### **CITY OF MENLO PARK**

Mr. Chuck Andrews, Assistant Community Development Director/Building Official

701 Laurel Street

Menlo Park, CA 94025

(650) 330-6704

### **PLACER COUNTY**

Mr. Tim Wegner, Chief Building Official

3091 County Center Drive

Auburn, CA 95603

(530) 745-3010



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# Susan C. O'Brien, P.E., LEED AP, CASp

## Principal



### LICENSES & CERTIFICATIONS:

- Licensed Civil Engineer, State of California, License Number: C-56658
- ICBO/ICC Certified Plans Examiner, Number 0879129
- LEED AP Certified, June 2009
- CASp Certified, Number CASp-220
- CAL OES Safety Assessment Program – ID #64779 Expires June 30, 2024

### EDUCATION:

- Bachelor of Science, Civil Engineering – San Jose State University, 1993

### WORK EXPERIENCE:

April 2009 – Present – **O'Brien Code Consulting, Inc.** – Campbell, CA  
Principal

Managing Principal performing all plan reviews and building department services for various Bay Area client jurisdictions.

May 2007– April 2009 - **West Coast Code Consultants, Inc. (WC<sup>3</sup>)** – San Ramon, CA  
Supervising Plan Check Engineer / Project Manager

Supervising Plan Review Engineer reviewing plans for various Bay Area jurisdictions. The scope of reviews include the review of residential and commercial plans for Structural, Life-Safety, Plumbing, Mechanical and Electrical, T-24 Energy and T-24 Accessibility compliance.

- Major projects include: VMWare gymnasium, Palo Alto; St. Francis Theater, Mountain View; Lawson Lane Office Campus, Santa Clara; Marriott 7-Story Hotel, Campbell; Walker Medical Office Building, Los Gatos.

January 1999 to April 2007 - **Bureau Veritas (formerly LP<sup>2</sup>A)** - Pleasanton, CA  
Director of Plan Review

- Joined LP<sup>2</sup>A as a Plan Review Engineer and through numerous promotions became the Director of Plan Review in June 2006.

*(Continued on next page)*



O'Brien Code Consulting, Inc.

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# Susan C. O'Brien, P.E., LEED AP, CASp

## Principal

### WORK EXPERIENCE (continued):

January 1999 to April 2007 - **Bureau Veritas (formerly LP<sup>2</sup>A)** - Pleasanton, CA  
Director of Plan Review

- Provided complete plan reviews of complex projects, including high rise (Spieker Tower, Emeryville), several garage podium structures with apartments above (Gateway - Los Gatos, and numerous in Emeryville), movie theater (Bay Street, Emeryville), and OSHPD3 clinics (Los Gatos).
- Instrumental in establishing plan review intern program. Trained interns to understand work-flow process; mentored interns to perform plan review rechecks and non-structural plan reviews.
- Provided in-house plan review to multiple jurisdictions, including Los Gatos and Mountain View
- Managed staff of approximately 20 individuals consisting of plan review engineers and support staff. Implemented operations, ensuring high quality on-time reviews and profitability with emphasis on superior customer service.
- Received Employee of the Year Customer Service Award in 2003
- Received Outstanding Leadership Award in 2007
- Reviewed plans, details, calculations for code compliance to fire and life safety, accessibility, energy compliance, mechanical, plumbing, electrical, T-24 Energy & structural.

November 1992 – December 1998, **Town of Los Gatos Building Department** - Los Gatos, CA  
Senior Plan Review Engineer

- Joined Los Gatos as an engineering intern and through several promotions became the Senior Plan Review Engineer
- Provided complete plan reviews for all projects, including new large single family dwellings, new commercial buildings, and tenant improvements.
- CIP Project Management included Energy Efficient Lighting Retrofit Project Manager; Town Sidewalk Replacement Program administrator; Town Police Department remodel design engineer and project manager; Town CNG Station project manager.

*(Continued on next page)*



O'Brien Code Consulting, Inc.

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# Susan C. O'Brien, P.E., LEED AP, CASp

Principal



## WORK EXPERIENCE (continued):

November 1992 – December 1998, **Town of Los Gatos Building Department** - Los Gatos, CA  
Senior Plan Review Engineer

- Developed Town Public Works Department Standard AutoCAD details for streets and sidewalks and accessibility in the public right-of-way.
- Received Employee of the Quarter Award in 1997

## PROFESSIONAL AFFILIATIONS:

- Member – International Code Council (ICC)
- Member – ICC East Bay Chapter, ICC Monterey Bay Chapter, ICC Peninsula Chapter
- Member – American Society of Civil Engineers (ASCE)
- Member – National Association of Professional Women (NAPW)
- Member - Tri-Chapter Uniform Code Committee
- Member – National Fire Protection Association (NFPA)
- Member – International Association of Plumbing & Mechanical Officials (IAPMO)
- Member – Certified Access Specialist Institute (CASI)
- ICC Peninsula Chapter President, 2012-2013 Term
- ICC Peninsula Chapter Vice President, 2011-2012 Term
- ICC Peninsula Chapter Secretary, 2010-2011 Term
- ICC Peninsula Chapter Treasurer, 2009-2010 Term



O'Brien Code Consulting, Inc.

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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/2021

ITEM NO: 7

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DATE: August 6, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Authorize the Town Manager to execute an Agreement for Consultant Services with Interwest Consulting Group for Supplemental Building Division Plan Check Consultant Services.

**RECOMMENDATION:**

Authorize the Town Manager to execute an Agreement for Consultant Services with Interwest Consulting Group for supplemental Building Division plan check consultant services.

**BACKGROUND:**

The Town has contracted with outside consultants to provide building permit application plan checking services for more than 19 years. The Town needs to retain consultant plan check and structural engineering services because the Town does not have a Plan Check Engineer position.

Staff is recommending that our current Plan Check Consultant, O'Brien Code Consulting, Inc. be the primary Plan Check consultant. Additional plan check and associated services may be needed to augment the services of the primary Plan Check consultant due to the volume of activity in the Building Division. For this reason, staff is recommending entering into an agreement with Interwest Consulting Group (ICG) for supplemental plan check services. This firm was selected using the same Request for Qualifications (RFQ) process that identified O'Brien Code Consulting as the most qualified to be the Town's primary Plan Check consultant.

**DISCUSSION:**

The Plan Check consultant provides Building Division plan check services to the Town, providing both non-structural and structural code review for building permit applications. Staff sent out a Request for Qualifications (RFQ) to learn the quality and costs of services available in the

**PREPARED BY:** Joel Paulson  
Community Development Director

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

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DISCUSSION (continued):

marketplace. Staff sent out RFQs to six plan check consultant firms, and proposals were received from the following firms:

- O'Brien Code Consulting Inc.;
- Interwest Consulting Group;
- 4LEAF, Inc.; and
- Shums Coda Associates.

Staff evaluated the proposals, and all the proposals were deemed competitive. ICG was determined to be the most qualified firm based on their staff experience and competitive pricing to provide supplemental plan check and associated services, including:

- Plan Review services of complex projects;
- On-site Plan Review of less complex projects - two days per week;
- Technical support;
- Miscellaneous support, expedited services, emergency response;
- Pick-up/delivery of plans and comment letters;
- Building Inspection services; and
- Permit Technician services.

The principal and staff of ICG have the experience and qualifications to provide supplemental plan check services, building inspection services, and permit technician services. ICG has the following qualifications:

- Licensed Civil and Structural Engineers;
- International Code Council Certified Plans Examiner;
- Leadership in Energy and Environmental Design Accredited Professional Certified;
- California Accessibility Specialist Program Certified; and
- International Code Council / Uniform Building Code Building Inspectors.

ICG also provides similar services to a large number of jurisdictions in California.

CONCLUSION:

ICG is able to provide supplemental plan check and associated services in addition to building inspection and permit technician services.

Staff recommends that the Town Council authorize the Town Manager to enter into an agreement (Attachment 1) with ICG for the reasons stated in this report.

PAGE 3 OF 3

SUBJECT: Interwest Consulting Group

DATE: August 6, 2021

COORDINATION:

This report was coordinated with the Town Manager's Office, Town Attorney's Office, Community Development Department, and Finance Department.

FISCAL IMPACT:

All costs for Plan Check Consultant contracts are borne by applicants and no costs to the Town are incurred.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft Interwest Consulting Group Agreement for Consultant Services
2. Consultant Statement of Qualifications

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 1<sup>st</sup> day of September 2021, by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and Interwest Consulting Group engaged in providing Supplemental Building Plan Check and Associated Consulting Services, herein called (“Consultant”), whose address is 39355 California Street, Suite 200, Fremont, CA 94538. This Agreement is made with reference to the following facts.

### I. RECITALS

- 1.1 Town desires to engage a supplemental Building Plan Check consultant to assist in the processing of plan checks and associated services because of Consultant’s experience and qualifications to perform the desired work and Town needs to undertake activities to supplement its ability to review building plan checks and enhance customer service, efficiency, and legal requirements.
- 1.2 Consultant represents and affirms that it is 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 Scope of Services. Consultant shall provide services as described in that certain Proposal to Provide Building Division Plan Check Review Services sent to Town on June 4, 2021, which is hereby incorporated by reference and attached.
- 2.2 Term and Time of Performance. This contract will remain in effect from September 1, 2021 to June 30, 2026. Consultant shall perform the services described in this agreement as follows:
  - a. Provide complete Building Permit Plan Check Services, including but not limited to, Initial Plan Check comments on submitted applications, Resubmittal Plan Check comments on revised plans, and written copies of Initial and Resubmittal Plan Check comments.
  - b. As requested by Town, provide copies of work products of all comments, reports, and studies prepared for Town. Consultant shall provide electronic file copies of these documents.
  - c. As requested by Town, provide an updated listing/status report of all Building Permit Plan Checks reviewed for Town.
  - d. When needed by Town, Plan Check Consultant and Building Official shall attend meetings with Town staff, public officials, community leaders, developers, contractors and the general public. (Maximum of 4 additional meetings per month.)

ATTACHMENT 1

- e. Provide On-site Plan Review services for approximately ten (10) hours per week for Plan check of minor residential and commercial projects.
  - f. Provide Technical Support at pre-design and pre-construction meetings and at field visits as needed. Provide Technical Support and guidance for field inspection personnel.
  - g. Provide services as needed by the Town per Scope of Services – Exhibit A.
- 2.3 Compliance with Laws. 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 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to Town upon the completion of Consultant's services or at 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 Town to the public, and Consultant shall not make any of the these documents or information available to any individual or organization not employed by Consultant or Town without the written consent of Town before such release. Town acknowledges that the reports to be prepared by 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 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 Compensation. Compensation for Consultant's professional services shall be based upon Town's pre-approval of each task as noted in the Scope of Services Compensation for each task and shall not exceed the amount per task noted in Consultant's Schedule of Fees attached hereto as part of Exhibit B and incorporated by reference herein. Fees will be reviewed on an annual basis.

- 2.7 Billing. 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

- 2.8 Availability of Records. 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 Town at the Consultant's offices during business hours upon written request of Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to Consultant. No portion of these services shall be assigned or subcontracted without the written consent of Town.
- 2.10 Independent Contractor. It is understood that 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 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, 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. Consultant has and shall not obtain any holding or interest within Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of 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 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 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 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 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. 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 Consultant; products and completed operations of Consultant, premises owned or used by Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

- ii. Consultant's insurance coverage shall be primary insurance as respects Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by Town, its officers, officials, employees or volunteers shall be excess of 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 Town, its officers, officials, employees or volunteers.
  - iv. 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 All Coverages. 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 Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with Town Clerk.
- 3.3 Workers' Compensation. 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 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 Indemnification. Consultant shall save, keep, hold harmless and indemnify and defend 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 Consultant, or any of Consultant's officers, employees, or agents or any subconsultant.

#### **IV. GENERAL TERMS**

- 4.1 Waiver. 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 Governing Law. 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 Termination of Agreement. Town and Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days written notice of



termination. In the event of termination, Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by 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 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 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by Town and Consultant.
- 4.5 Disputes. 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 Notices. 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

Interwest Consulting Group  
Attn: Avner Alkhas  
Chief Financial Officer  
39355 California Street, Suite 200  
Fremont, CA 94538

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 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between 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, Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant:

\_\_\_\_\_  
Laurel R. Prevetti, Town Manager

\_\_\_\_\_  
Avner Alkhas, Chief Financial Officer

Recommended by:

\_\_\_\_\_  
Robert Gray, Building Official

Approved as to Form:

\_\_\_\_\_  
Robert Schultz, Town Attorney

Attest:

\_\_\_\_\_  
Shelley Neis, MMC, CPMC, Town Clerk

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Statement of Qualifications to Provide

## *Building Division Plan Check Review Services*

For the

# TOWN OF LOS GATOS

### **Interwest Consulting Group**

Ron Beehler, SE, CBO, ICC  
Director of Building Safety Services  
(916) 273-4663  
[rbeehler@interwestgrp.com](mailto:rbeehler@interwestgrp.com)

[interwestgrp.com](http://interwestgrp.com)

**INTERWEST**

June 3, 2021

Robert Gray, Chief Building Official  
Town of Los Gatos  
Community Development Department  
110 E. Main St.  
Los Gatos, CA 95030



**RE: Qualifications to Provide Building Division Plan Check Review Services for the Town of Los Gatos**

Dear Mr. Gray,

Interwest Consulting Group (Interwest) is pleased to present our qualifications to provide Building Division Plan Check Review Services for the Town of Los Gatos Community Development Department. Interwest has extensive experience providing complete building department services to agencies throughout California.

With nearly 500 professional staff, Interwest is large and diverse enough to meet all of your plan check, inspection, and permit technician needs, yet small enough to ensure that we maintain focus and remain responsive to the priorities of the Los Gatos. Our proposed team can provide the full spectrum of the required services efficiently and effectively. Our goal is to provide timely, technically sound, and customer-friendly services to support your departments and development community. Interwest maintains the largest staff of professionals specializing in building safety plan review and inspection services in California.

Interwest offers a highly qualified staff of California licensed structural, civil, mechanical, electrical and fire protection engineers, California registered architects, ICC certified plans examiners, CASp certified access specialists, ICC certified Inspectors, ICC certified Permit Technicians, and additional staff specializing in providing complete Building Safety Services.

Ron Beehler, SE, CBO will act as the Principal-in-Charge on this contract, with the ability to assign staff as-needed. Roger Peterson, SE will act as Project Manager and the Town’s Primary Contact for day-to-day for this engagement. Our contact information follows.

<b>Ron Beehler, SE, CBO   Principal-in-Charge</b> 916.273.4663   rbeehler@interwestgrp.com	<b>Roger Peterson, SE   Project Manager</b> 916.273.4657   rpeterson@interwestgrp.com
<b>Project Office: 39355 California Street, Suite 200, Fremont, CA 94538</b>	

As Vice President of Finance, I am an authorized representative of Interwest Consulting Group, able to sign all documents and enter into contractual agreements. Our proposal will remain valid for a period of 90 days.

We look forward to the opportunity provide the Town of Los Gatos with these valuable services and to discuss our qualifications in greater detail.

Sincerely,

**Avner Alkhas**, Vice President, Finance  
Interwest Consulting Group

## General Qualifications

Interwest has extensive experience and a proven track record of successfully providing building plan review and inspection services to public agencies. Interwest has been in business since 2002 and was founded by individuals with a passion for serving municipalities. Our nearly 500 employees span a multitude of disciplines, roles, and job placements to municipalities within building safety and public works departments throughout California.

Our Building Safety Division is the largest in California, with more than 250 California licensed structural, civil, mechanical, electrical and fire protection engineers, registered architects, CAsp professionals, ICC certified plan reviewers, inspectors, permit technicians and administrative personnel. We currently serve more than 200 cities, towns, counties and state agencies.

Building department services that we provide to municipalities include:

- ➔ Building Safety Plan Check Services
- ➔ Building Official Services
- ➔ Building Inspection Services
- ➔ Permit Technician Services
- ➔ CAsp Plan Check and Inspection Services
- ➔ Code Enforcement Services
- ➔ Fire Prevention Plan Check and Inspection Services

We also provide a full range of additional services to more than 200 public agencies throughout California including:

- Municipal Engineering
- Construction Management & Inspection
- Traffic Engineering
- Real Estate & Right of Way Acquisition
- Geographic Information System (GIS)
- Information Technology (IT)
- Planning & Urban Design
- Water Policy & Planning

Our depth of experience brings a high level of knowledge and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve. We do not offer design services and, as a result, we provide unbiased plan checks and avoid conflicts of interest as could occur with firms engaging in both plan check and design services.



A SAFEbuilt<sup>®</sup> COMPANY

Years Established

Established 2002

Type of Organization

Interwest is a Colorado Corporation, licensed to provide services in California

Number of Employees

500 Company-wide  
250 Building Staff

Project Manager / Contact

Roger Peterson, SE  
916.273.4657  
rpeterson@interwestgrp.com

## Qualifications & Resumes

Interwest has extensive successful experience and a proven track record of providing building safety services to many Towns/Cities, Counties and agencies throughout California. Interwest proposes a broad range of qualified staff to provide all of the services requested by the Town.

Below is a listing of Northern and Central California municipal clients to whom we provide similar services to those being requested by the Town of Los Gatos.

CLIENT	SCOPE OF WORK
City of American Canyon	Building Official, Plan Review, Building Inspection
City of Angels Camp	Building Official, Plan Review, Building Inspection
City of Berkeley	Plan Review
City of Calistoga	Plan Review, Building Inspection
City of Dublin	Plan Review
City of Elk Grove	Plan Review, Building Inspection, Permit Technician, Code Enforcement
City of Fairfield	Plan Review
City of Lincoln	Building Official, Fire Plan Review, Building Inspection, Fire Inspection
City of Menlo Park	Plan Review
City of Modesto	Plan Review, Building Inspection
City of Napa	Plan Review, Building Inspection, Permit Technician
City of Placerville	Building Official, Plan Review, Building Inspection
City of Pleasanton	Plan Review
City of Rancho Cordova	Plan Review, Building Inspection
City of Rocklin	Plan Review, Building Inspection
City of Roseville	Plan Review
City of Sacramento	Plan Review, Building Inspection
City of Santa Clara	Building and Fire Plan Review and Field Inspection
City of Sonoma	Building Official, Plan Review, Inspection
City of St. Helena	Building Official, Building and Fire Plan Review, Building Inspection
City of Tracy	Plan Review, Building Inspection, Fire Inspection
City of Turlock	Plan Review
City of Woodland	Plan Review, Building Inspection
County of Fresno	Plan Review, Inspection
County of Madera	Plan Review, Fire Plan Review
County of Napa	Plan Review
County of Placer	Plan Review, Fire Plan Review
County of Yolo	Plan Review
Town of Atherton	Building Official, Plan Review, Building Inspection, Permit Technician
Town of Tiburon	Plan Review
Town of Yountville	Building Official, Plan Review, Building Inspection



## IDENTIFICATION OF KEY STAFF

### RON BEEHLER, SE, CBO

### PRINCIPAL-IN-CHARGE



#### Ron Beehler // Principal-in-Charge

- ➔ BS, Civil Engineering, California State University, Chico
- ➔ CA Licensed Structural Engineer | SE3632
- ➔ CA Licensed Civil Engineer | CE39404
- ➔ International Code Council | 801789

**Ron Beehler, SE, CBO**, will serve as Principal-in-Charge for the Town. Ron utilizes experience gained through more than 36 years of hands-on experience performing life safety, accessibility and structural plan reviews to successfully manage building departments, building department services and high-profile building projects on behalf of public agencies throughout California. Ron's experience includes establishing and coordinating on-site building department services for large multi-building projects and unique fast-paced development projects. Ron has served as Chief Building Official for multiple California public agencies including interim assignments. He has provided building department assessments on behalf of municipal clients to identify inefficiencies and implement best practice improvements. Additionally, Ron has developed and taught multiple full- and half-day classes on a variety of building code related topics on behalf of CALBO and local International Code Conference chapters throughout the State.

### ROGER PETERSON, SE

### PROJECT MANAGER | PRIMARY CONTACT



#### Roger Peterson // Project Manager

- ➔ BS, Civil Engineering, University of Wyoming
- ➔ CA Registered Structural Engineer | 3846
- ➔ CA Registered Civil Engineer | 46096

**Roger Peterson, SE**, is our proposed Project Manager and primary point of contact. A California licensed Structural Engineer with more than 30 years of experience in structural design and plan review, Roger is Interwest's Regional Manager of Building Safety Services. He has designed and provided plan review services for multi-story steel and concrete-framed buildings, as well as one-story structures utilizing steel, concrete, timber and masonry framing systems. His design experience includes schools, commercial and industrial projects, micro-chip production facilities, power plant installations and multi-family residential projects.



## ROLES, RESPONSIBILITIES, AND QUALIFICATIONS

Below, we provide a list of licenses, certifications and registrations held by the Interwest staff proposed to provide services to the Town of Los Gatos. Roles of the proposed individuals have been identified primarily as plan review staff with certifications and expertise in structural, fire/life safety, CASp and energy conservation.

Qualifications typical for plan review staff include license as a Registered Civil, Structural, Electrical or Mechanical Engineer in the State of California, or certification as an ICC Certified Plans Examiner.

<i>Name &amp; Role</i>	<i>Current Licenses &amp; Certifications</i>	<i>License / Certification #</i>
<b>Bill Rodgers, SE</b> <i>Sr. Structural Engineer</i> <i>Plan Review</i>	CA Registered Professional Structural Engineer CA Registered Professional Civil Engineer NV Registered Professional Civil Engineer NV Registered Professional Structural Engineer	S4198 C50673 CE18427 SE18427
<b>Elena Hartsough, SE</b> <i>Structural Engineer</i> <i>Plan Review</i>	CA Registered Professional Civil Engineer CA Registered Professional Structural Engineer	C67675 S5538
<b>John Weninger, SE</b> <i>Structural Engineer</i> <i>Plan Review</i>	CA Registered Professional Civil Engineer CA Registered Professional Structural Engineer	C43746 S3740
<b>Hossein Sanikhatam, SE</b> <i>Structural Engineer</i> <i>Plan Review</i>	CA Registered Professional Civil Engineer CA Registered Professional Structural Engineer	C67573 S5514
<b>Charles Nganga, PE, ICC</b> <i>Professional Engineer</i> <i>Plan Review</i>	CA Registered Professional Civil Engineer ICC Residential Plans Examiner	C85710 8325618
<b>Christine Jansen, PE</b> <i>Professional Engineer Plan</i> <i>Review</i>	CA Registered Professional Civil Engineer	C79594
<b>Kyle Hansen, PE</b> <i>Professional Engineer Plan</i> <i>Review</i>	CA Registered Professional Civil Engineer	C91071
<b>Thomas Trimberger, ME, CBO, ICC</b> <i>Mechanical Engineer</i> <i>Plan Review</i>	CA Registered Professional Mechanical Engineer *Registered ME in 14 States* ICC Plumbing Code Specialist ICC Mechanical Code Specialist LEED Accredited Professional Build It Green Certified Green Building Professional Build It Green Greenpoint Rater CABEC Residential & Non-Residential Certified Energy Plans Examiner	M26359 866408 866408
<b>Randy Brumley, ME, ICC</b> <i>Mechanical Engineer</i> <i>Plan Review</i>	CA Registered Professional Mechanical Engineer ICC Mechanical Plans Examiner	M37959 8884128
<b>David Castillo, ME, FPE</b> <i>Mechanical Engineer</i>	CA Registered Professional Mechanical Engineer CA Registered Professional Fire Protection Engineer	M31455 FP2013

<i>Fire Protection Engineer Plan Review</i>		
<b>Jingpei Zhang, EE</b> <i>Electrical Engineer Plan Review</i>	CA Registered Professional Electrical Engineer	EE16243
<b>Bill Miller, CASp, CBO, ICC</b> <i>Certified Access Specialist Plan Review</i>	Certified Access Specialist Council of American Building Official ICBO/IAPMO Plumbing Inspector ICVO/IAPMO Mechanical Inspector CA State Energy Auditor ACE III-Initial Disaster Housing Inspector ICC Plumbing Inspector UPC ICC Certified Building Official ICC Building Code Specialist ICC Plumbing Inspector ICC Residential Combo Inspector ICC Combination Dwelling Inspector – Uniform Codes ICC Accessibility Inspector ICC Accessibility Plans Examiner ICC Mechanical Inspector ICC Mechanical Inspector UMC ICC Building Inspector ICC Building Plans Examiner	CASp-087 2171 34090 51131 3134 22121 0819718 0819718 0819718 0819718 0819718 0819718 0819718 0819718 0819718 0819718 0819718 0819718 0819718 0819718 0819718
<b>Annette Mayfield, EIT, CASp, ICC</b> <i>Certified Access Specialist Plan Review</i>	Engineer-in-Training Certified Access Specialist ICC Building Plans Examiner ICC CA Building Plans Examiner	EIT-130173 CASp-538 8018477 8018477
<b>Andrew Burke, CASp, ICC</b> <i>Certified Access Specialist Plan Review</i>	Certified Access Specialist ICC Building Plans Examiner ICC Building Inspector	CASp-710 8250398 8250398
<b>Denise Reese, CBO, ICC</b> <i>Plan Review</i>	ICC Certified Building Official ICC CA Building Plans Examiner ICC CALGreen Inspector ICC Permit Technician ICC Permit Specialist	8096275 8096275 8096275 8096275 8096275
<b>Steven Stokes, CBO, ICC</b> <i>Plan Review</i>	ICC Certified Building Official ICC Accessibility Inspector/Plans Examiner ICC Building Code Official ICC Building Code Specialist ICC Building Inspector ICC Building Plans Examiner ICC Certified Fire Code Official ICC Certified Fire Marshal ICC Commercial Building Inspector ICC Commercial Mechanical Inspector ICC Commercial Plumbing Inspector ICC Fire Code Specialist ICC Fire Inspector I ICC Fire Inspector II	5312096 5312096 5312096 5312096 5312096 5312096 5312096 5312096 5312096 5312096 5312096 5312096 5312096 5312096 5312096

	ICC Fire Plans Examiner ICC Mechanical Plans Examiner ICC Plumbing Plans Examiner ICC Residential Building Inspector	5312096 5312096 5312096 5312096
<b>Sharon Vanderpool, ICC</b> <i>Plan Review</i>	ICC Residential Plans Examiner ICC Plumbing Plans Examiner ICC Residential Building Inspector	8789037 8789037 8789037
<b>Bob Barks, ICC</b> <i>Plan Review</i>	ICC CA Building Plans Examiner	8020051
<b>Ron Lucchesi, ICC</b> <i>Plan Review</i>	ICC CA Building Plans Examiner	1044401
<b>Cheryl Domnitch, FPE</b> <i>Fire Protection Engineer</i>	CA Registered Professional Fire Protection Engineer Member, International Code Council	FP1206 1046491
<b>Augie Cerdan, FPE</b> <i>Fire Protection Engineer</i>	CA Registered Professional Fire Protection Engineer	FP1579
<b>Daniel Skubal</b> <i>Fire Plan Review</i> <i>Fire Inspection</i>	State Certified Fire Prevention Officer, OSFM Statutes and Regulations-2018, OSFM OSFM Fire Prevention Courses - 1A, 1B, 1C, 2A, 2B, 2C, 3A, 3B, Inspector 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D	
<b>Russell Blair, ICC</b> <i>Fire Plan Review</i>	ICC Fire Plans Examiner Certified Firefighter I – 1986 Fire Prevention 1A – 1990 - CA Fire Prevention 1B – 1993 - CA Fire Prevention 1C – 1992 - CA Fire Prevention 2A – 2003 - CA Fire Prevention 2B – 2006 - CA Fire Prevention 3A – 2001 - CA Fire Prevention 3B – 2000 - CA Fire Investigation 1A – 1997 - CA Fire Investigation 1B – 1995 - CA Fire Instructor 1A – 2007 - CA Fire Instructor 1B – 2007 - CA Hazardous Materials 1A – 1987 - CA Hazardous Materials 1B – 1987 - CA Hazardous Materials 1C – 1987 - CA Hazardous Materials 1D – 1987 - CA Emergency Medical Technician - #D2828 – Sacramento Co.	8092477 011770 - CA
<b>Steven F. Conti, ICC</b> <i>Plans Examiner</i>	ICC Fire Inspector I ICC Fire Inspector II ICC Commercial Fire Sprinkler Inspector ICC Fire Plans Examiner ICC Commercial Fire Sprinkler Plans Examiner ICC Residential Fire Sprinkler Inspector/Plans Examiner	8356876 8356876 8356876 8356876 8356876 8356876

## Project Understanding

We have reviewed the RFP and understand that the Town currently does not have a plan check engineer on staff and seeks qualified that the Town of Los Gatos is in need of qualified consultants to provide Building Division Plan Check Review Services, provide structural and non-structural code review and to maintain acceptable plan check timelines.

Interwest will provide the following services for the Town:

- Plan Review Services
- On-Site Plan Review Services (on-site services may be required for approximately 10-hours per week, spread over two separate days)
- Technical Support (including pre-construction/pre-design meetings, site visits, and support for inspection personnel/staff, as needed)
- Miscellaneous Support/Special Tasks
- Pick-up/Delivery of Plans and Plan Check Comments

## Approach to the Scope of Work

We fully understand and are intimately familiar with the procedures and policies of the Town of Los Gatos. Our experienced staff are ready to assist with solutions and recommendations that are specific to the needs of the development community.

All off-site plan review services will be performed either by a licensed Civil or Structural Engineer, or an ICC Certified Plans Examiner under the direction of a licensed Civil or Structural Engineer and/or licensed Architect.

Interwest staff will provide plan review services consisting of the examination, analysis and review of construction plans for various development projects within the Town to determine compliance with all applicable building regulations. Dependent upon each project assigned, plan reviews may consist of an examination of grading, site drainage, on-site improvement, off site improvement, hydrology reports, geotechnical, structural, life safety, electrical, mechanical, plumbing, disabled access, energy conservation and stormwater management. In addition, a CASp certified professional is available.

Our plans examiners understand and are intimately familiar with applicable building codes and plan review procedures and policies and will readily assist with solutions to complicated plan review issues. Our staff will work with project applicants in a collaborative and professional manner to quickly identify and resolve violations of codes, standards or local ordinances. They will provide thorough plan reviews in an effort to provide complete and accurate construction documents to minimize questions and problems during the construction phase of projects.



Interwest's licensed professional Engineering staff allows us the ability to properly represent the needs of the Town, as our plans examiners have the same licenses and qualifications as the project designers.

## **Town/City-Focused Services**

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The Interwest team will maintain a focus on the department's service needs to ensure the smooth implementation of all code and amendments utilized by the Town. We have a unique knowledge and understanding of the Town's processes and requirements from our prior experience and work with municipal staff on the proposed projects.

## **Responsive Project Management**

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By cooperating and working closely with all of the entities responsible for project approval, we will maintain a collaborative working relationship that centers on successful project processing. We have an understanding of Town procedures and will continue to work closely with other Town departments and outside agencies as directed to ensure a timely, seamless and efficient development approval process. We will continue to minimize surprises that can lead to costly delays due to plan revisions late in the approval process by beginning work early with the project design team involved with major construction projects. Our facilitative approach to project review stresses building safety while allowing for innovation in approach to resolve complicated building design issues. At Interwest, we also recognize the needs of sensitive projects and those that require special attention to meet the needs of the community.

## **Communicating Plan Review Results**

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Plan reviews will consist of clearly written comments which include specific deficiencies and the associated code requirement. We will also accommodate special project plan review needs, such as fast-track or expedited reviews. We will maintain turn-around goals to ensure timely services for permit applicants.

Specifically, plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest will provide a clear, concise, and thorough comment list from which clients, designers, contractors, and owners can work. Comment lists are delivered to the applicant and other designated recipients via email, FAX, and/or reliable overland carrier.

In addition, staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we plan review are considered part of the plan review service.

## **Meeting Attendance**

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Our staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we plan review are considered part of our service.

## **Electronic Plan Check Services**

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Interwest currently provides electronic plan review services for multiple jurisdictions throughout California, and we are prepared to provide electronic plan check services for the Town.

Many jurisdictions are seeing the benefits of electronic plan review, especially for large, complex projects. Electronic plan review services deliver many benefits to cities/towns, including substantially improved turnaround times; secured accessibility to documents; and reduced paper storage.

While we are experienced and able to work with many different platforms for electronic plan review, our preferred system is Bluebeam Revu, an industry-leading software used by many jurisdictions, design teams and contractors to review and annotate construction documents. We have worked with multiple clients to purchase and deploy Bluebeam software to each user, preparing jurisdiction-specific stamps and tools used in the plan review process, and ongoing training on the use of the software. Additionally, we have set up electronic submittal systems based on Citrix ShareFile, allowing permit applicants to submit their construction documents remotely. This functionality has enabled our clients to continue providing services during a time when COVID-19 put a halt to many municipal functions.



Our staff is experienced providing electronic plan review and can work closely with the Town on any electronic plan check method that is utilized. Our goal is always to collaborate with and support the Building & Safety Division by providing thorough, accurate and timely plan reviews.

### **Plan Review Tracking Method & Billing Process**

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We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind.

Interwest uses a custom database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment to delivery of the final, approved documents. Information such as project name, project number, assigned plan reviewer(s), date documents were received, plan review cycle and completion date for current review can be provided. In addition to standard phone communication, custom reports can be emailed. In addition, we can provide online tracking for the Town with a custom-designed web template geared to provide any reporting and information needs required. Our staff is available during standard business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts and our staff will be responsive to any Town or applicant needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

### **Code Interpretations**

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Interwest's engineers and plans examiners will provide unbiased recommendations and background information to the Plan Check Engineer supervisor in order to provide the appropriate recommendation to the Building Official for final review and approval. These recommendations and background information will help applicants understand specific code-related requirements and alternative methods for compliance.

### **Transporting Plans**

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Interwest will arrange for all pick-up and delivery of plan review documents from the Town at no additional cost. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service. In addition, our staff utilize several types of electronic plan review software and editable PDFs to provide more efficient and timely reviews.



## Plan Review Tracking

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For plan reviews performed in our local office, Interwest will utilize our custom designed plan review tracking system to track all information pertinent to each plan review project. Information such as the project name, project number, date project was received, date all services were completed, resubmitted dates, assigned plans examiners, plan review cycle, and current plan review status are tracked. Our plan review tracking system provides remote access, allowing real-time plan review status information to be available to the Permit Technician and clients. We will provide a private and secure login that allows our Town-based staff to check, at any time, the status of a plan review project.

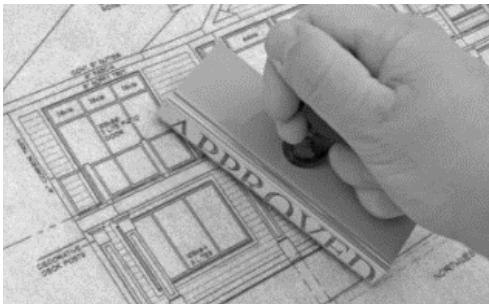
## Special Projects and Accelerated Service

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Interwest is able to accommodate special project plan review needs such as fast-track, multi-phased, or accelerated plan reviews. We establish project specific turn-around goals and procedures with Town staff for these types of projects based on the complexity of the projects as well as the construction schedule. Our staff of engineers and plans examiners will work with the Town to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues in a collaborative manner to resolve plan review issues as quickly as possible.

## Technical Capabilities for Plan Review

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Our plans examiners will provide plan check services, including building, accessibility, architectural, civil, electrical, energy conservation, green building standards, mechanical, plumbing, stormwater/NPDES, structural, geotechnical and seismic to confirm compliance with all applicable codes and amendments, including the latest adopted versions of the California Building Code (CBC), California Residential Code (CRC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Electrical Code (CEC), California Fire Code (CFC), California Energy Efficiency Standards,

CALGreen, (California Green Building Code), Accessibility and Energy Conservation requirements as mandated by State Title 24, and specific regulations and policies, as applicable.

### Architectural

Interwest's non-structural plans examiners are experienced with plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 3 medical office buildings. Many of our plans examiners are CASp certified. Completed plan review projects range from single-story residential projects to complex high rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the state and model codes.

### Structural

Our structural engineers have experience designing and reviewing projects utilizing virtually all building materials. Our structural plan reviewers will verify that structural designs are in compliance with submitted Geotechnical Report findings and recommendations and Ground Motion Hazard Analysis recommendations for design and construction.

Our engineers have designed or reviewed a wide array of structural systems and are experienced with the provisions of the state and model codes.

## Mechanical, Plumbing & Electrical

Interwest's Mechanical and Electrical Engineers and Plans Examiners are well versed in the California Mechanical, Plumbing and Electrical codes. We will review submitted design documents to ensure compliance to the current edition of the state codes and Jurisdiction-Adopted Amendments or Ordinances.

## Green Building Standards

Our staff is familiar with the incorporation of CALGreen building criteria into project designs and the resulting potential impact as related to the building codes. In addition, staff members have participated in the development of various "green" standards for super adobe, rammed earth, and straw bale construction, to name a few. In addition, for projects pursuing LEED certifications, Interwest has multiple LEED certified individuals on staff available to assist with any certification issues.

## T24 Energy Compliance

Our engineers and plan reviewers are up-to-date on all California Energy requirements as they relate to both new and remodel construction for residential and commercial projects. The Energy Efficiency Standards for Residential and Nonresidential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods.

## Access Compliance – CASp Review and ADA Evaluation

Multiple on-site staff are intimately familiar with California Accessibility requirements holding ICC and CASp certifications. All of Interwest's CASp-Certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our goal is to provide experts in the industry who can perform services for building departments in a seamless manner by customizing our services to correspond with our client's expectations and needs. We work collaboratively with our clients to resolve plan review and inspection related issues as efficiently as possible, ultimately resulting in an expedited process and successful project.

## Flood Zones

Interwest's staff of engineers and plans examiners have experience in providing plan reviews for projects located in flood zones, as several of our clients have developments that occur in areas prone to flooding. Interwest's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as the local jurisdictions' ordinances. In addition, members of Interwest's staff have participated in state-sponsored committees to establish guideline and regulations for construction in areas designated as flood zones.

## OSHPD 3

Our staff of plans examiners has extensive experience in providing plan reviews for OSHPD 3 projects. Our staff is well versed with the OSHPD 3 requirements contained in the California Building Code. We also employ an OSHPD certified inspector who has recently provided inspection services on behalf of our clients for hemodialysis, outpatient surgery, hyperbolic chamber and general medical clinics.



# Estimated Plan Check Turnaround Times

## MAXIMUM SERVICE DELIVERY TIMEFRAMES

We consistently complete plan reviews within the timeframes (or faster!) listed below as our standard business practice. We work hard to accommodate any turn-around schedule desired by the jurisdiction. Multi-disciplinary reviews are typically performed in our offices, but we are available for onsite work when required and whenever possible. We can furnish the following tiered turnaround:

	Maximum Turn Around Time	
<b>RESIDENTIAL</b>	<b>First Check</b>	<b>Re-Check</b>
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel	10 Working Days	5 Working Days
<b>NON-RESIDENTIAL</b>	<b>First Check</b>	<b>Re-Check</b>
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel (T.I.)	10 Working Days	5 Working Days

# Consultant Rates Schedule

Interwest will provide the following services for the indicated percentage of the Town’s current plan review fees:

<i>Service Provided</i>	<i>Percentage of Total Plan Review Fee</i>
Complete Review.....	6%
Architectural Review only .....	30%
Structural Review only .....	30%
MEP Review only.....	20%

Plan review fees listed above shall be considered full compensation for all plan reviews performed. If additional rechecks are required due to incomplete or revised plans for which the Town would collect additional fees from the applicant, Interwest may charge additional plan review time utilizing the schedule of hourly billing rates. Additional services outside the main scope of review will be charged at an hourly rate as agreed upon by the Town.

Expedited plan reviews will be charged at 140% of the regular plan review fees noted above.

## SCHEDULE OF HOURLY BILLING RATES

CLASSIFICATION	HOURLY BILLING RATE
Licensed Plan Review Engineer (civil, structural, mech., elect. & fire protection).....	\$145
ICC Certified Plans Examiner .....	120
CASp Plans Examiner/Inspector.....	125
ICC Certified Fire Plans Examiner.....	120
Permit Technician.....	75

\* Rates vary depending on experience and certification levels

- Inspection and on-site services provided in excess of regular 8 hours per day, nights and weekends will be invoiced at 140% of the above fees.
- Mileage incurred performing inspections for the City will be reimbursed at the current IRS mileage rate.

## Contracts & References

Below we have provided references and descriptions of recent, similar experience. Work for each of the client cities listed below was performed in a timely and cost-effective manner within agreed-upon deadlines and budgets.



### City of Elk Grove BUILDING & SAFETY SERVICES

**Contact:** Darren Wilson, Director, Development Services | 916.627.3446 | [dwilson@elkgrovecity.org](mailto:dwilson@elkgrovecity.org)

Interwest has provided complete building department services to the City of Elk Grove since 2006. Our services include on-site and off-site plan review, building inspection, code enforcement, and permit technician services. Interwest maintains a full staff of certified building inspectors for the City of Elk Grove.

**Elk Grove Commons:** This project consisted of fourteen (14) separate buildings ranging between 6000 sq. ft. and 100,000 sq. ft. shell only. Our staff worked with the developer, contractors, architects and engineers on requirements for vanilla tenant improvements and full tenant improvements. Disabled access path-of-travel improvements implemented were beneficial. Turnaround times exceeded expectations throughout this project.

**Elk Grove Market Place:** This project consisted of six (6) commercial buildings including stores such as Toys R Us and Sport Chalet; five were shell only. Our staff worked with the developer, contractors, architects and engineers on requirements for vanilla tenant improvements and full tenant improvements. Issues positively resolved included disabled access path of travel, i.e. additional exits required and grease interceptor concerns.



### Town of Atherton BUILDING & SAFETY SERVICES

**Contact:** George Rodericks, City Manager | 650.752.0504 | [grodericks@ci.atherton.ca.us](mailto:grodericks@ci.atherton.ca.us)

Interwest has provided the Town of Atherton complete Building Department services since 2011 including plan intake, building official, plan review, and inspection services. Interwest also oversees, manages, and is responsible for the Town's Public Works, Planning, and Code Enforcement functions. We also provide technical assistance and support to the City Manager, City Council, City Council appointed Committees, and the community-on-Community Services programs, policies, activities, and projects. Interwest serves as the primary link between the Community Services Department and other Town departments, elected officials, regional partners/regulatory agencies, and community stakeholders.

**Atherton Civic Center Project:** Interwest has provided Program Management services to the Town of Atherton since the start of the new Civic Center project. This project consisted of a 30,000 sq. ft. steel framed structure which will house the Town of Atherton's Building, Planning and Police Departments. Interwest provided code compliance plan review and constructability review services, including review of unique materials and structural systems. We also shepherded the plans through multiple budget-driven design changes during review process.





**City of Sacramento**  
BUILDING & SAFETY SERVICES

Contact: Winfred DeLeon, Chief Building Official | 916.808.5475 | wdeleon@cityofsacramento.org

Interwest provides Overflow Plan Review and Inspection services to the City of Sacramento. Services are performed within our fully staffed Roseville regional office.



**California Fruit Building:** This project is an adaptive reuse of an existing and historic office building, converting it to a boutique hotel. This 10-story building includes a basement and was constructed of non-ductile concrete frames in the early 1900's. The building was seismically-upgraded using the provisions of ASCE 41-13. Ten 220-kip fluid viscous dampers were added at Level 1, with concrete shear walls below the damped bays in the basement. Fiber-reinforced polymer (FRP) was added at the Level 2 slabs to provide tensile lateral load paths to the damped bays; and FRP was added to enhance column confinement at various locations. The existing elevator lobby included a stair open to all stories above, necessitating new two-hour rated framing and openings, and enhancements to existing exterior fire escapes. New MEP systems were installed to support the new hotel tenant. Services were completed in 2018, and construction is in progress.

**65<sup>th</sup> Street Apartment:** Interwest provided structural and life safety plan review services on behalf of the City of Sacramento for this new housing development near Sacramento State University. The new complex is located near a light rail station enabling residents' quick access to downtown Sacramento creating a transit-oriented work/live hub. The complex will consist of three buildings which will house a total of nearly 800 residents. The new housing will primarily focus on students.



**City of Folsom**  
BUILDING & SAFETY SERVICES

Contact: Scott Zangrando, Chief Building Official | 916.461.6225 | szangrando@folsom.ca.us

Interwest performs in-facility Plan Review for the City of Folsom. Overflow Plan Review services are performed within our fully staffed Roseville regional office.

**Palladio Mall:** Interwest Consulting Group provided partial and complete plan review services for several buildings which are part of this mall, including two multilevel S4 concrete parking structures (structural-only) comprising approximately 454,000 square feet; four-level, mixed-use Building 500 comprising approximately 93,000 square feet (Type 1-FR); and one-level Buildings 1600 and 1700, each about 29,000 square feet and Type V-N construction. With the exception of the parking garages, all buildings are structural steel braced frame / moment frame structures.



**California ISO Headquarters:** Interwest provided complete plan review and consultation services for this \$115 million facility complex. This project achieved LEED Platinum rating from the US Green Building Council. The site is 25 acres with three seismically separated wings encompassing approximately 277,000 gross square feet, with four levels. Occupancy groups for this project are A2, A3, B and S1; the type of construction is Type 1-B. Each wing is constructed using a different structural system: Precast concrete bearing walls, structural steel special moment resisting frames, and hybrid precast concrete moment frames (or PRESS). The PRESS system was not recognized in the current code and was reviewed and approved under an alternate materials request. Our staff provided all plan review services for this state-of-the-art award-winning multi-story office complex which included a multi-level post tensioned parking structure.



Contact: Val Dizitser, Senior Plan Check Engineer | 510.981.7446 | vdizitser@ci.berkeley.ca.us

Interwest provides off-site Plan Review services to the City of Berkeley. Plan review services are performed within our fully staffed Roseville regional office.

**Bancroft Apartments:** This six-story mixed-use building consists of a single-level Type 1A (reinforced concrete) podium with five levels of light, wood-framed Type IIIA construction above. The podium houses 9,300 SF of M, S2 (parking) and R2 Occupancies. Five levels of apartments (R2 Occupancy) comprise 41,000 SF and occur above the podium. The existing building on the site was relocated and the surface parking removed for this high-density project with 50 dwelling units.



**3100 San Pablo, Marchant Building:** This unique project straddles three Cities: Berkeley, Oakland and Emeryville, with Berkeley as the lead agency. Formerly a factory, this building has been readapted to house a 500,000 SF medical office, a 50,000 SF health club and a parking garage with roof parking. The existing concrete structure was strengthened with extensive use of fiber-reinforced polymer (FRP); new ramps were added to convert the factory floors to parking floors; and new MEP infrastructure was added to facilitate the medical office building and health club tenant improvements. Professional services began in 2013 and are ongoing as construction continues.



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/2021

ITEM NO: 8

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**DATE:** August 6, 2021  
**TO:** Mayor and Town Council  
**FROM:** Laurel Prevetti, Town Manager  
**SUBJECT:** Authorize the Town Manager to execute a Second Amendment for a time extension only for an Agreement for Consultant Services with Mintier Harnish for Preparation of the General Plan update and Environmental Impact Report.

**RECOMMENDATION:**

Authorize the Town Manager to execute a Second Amendment for a time extension only for an Agreement for Consultant Services with Mintier Harnish for preparation of the General Plan update and Environmental Impact Report (EIR).

**BACKGROUND:**

On July 9, 2018, the Town Council authorized the Town Manager to enter into an Agreement with Mintier Harnish for the preparation of the General Plan update and EIR. The term of the original Agreement that was executed had an expiration date of July 31, 2020.

On August 1, 2020, the Town approved a First Amendment to an Agreement to extend the term expiration to July 31, 2021.

**DISCUSSION:**

The final General Plan 2040 document and EIR have not yet been considered by the Planning Commission or Town Council. Therefore, staff is requesting that the contract term be extended to March 31, 2022.

**CONCLUSION:**

Staff recommends that the Town Council authorize the Town Manager to execute a Second Amendment to an Agreement (Attachment 1) with Mintier Harnish so the General Plan update and EIR processes can be completed.

**PREPARED BY:** Joel Paulson  
Community Development Director

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

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PAGE 2 OF 2

SUBJECT: Mintier Harnish

DATE: August 6, 2021

COORDINATION:

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

FISCAL IMPACT:

There is no fiscal impact as the only item being amended is the expiration date of the term.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft Mintier Harnish Second Amendment to an Agreement
2. Original Agreement for Consultant Services

SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

THIS SECOND AMENDMENT AGREEMENT is dated for identification this 1<sup>ST</sup> day of August 2021 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Mintier Harnish, LP, ("Consultant"), whose address is 1415 20th Street, Sacramento, CA 95811. This Agreement is made with reference to the following facts.

RECITALS

- A. The Town and Consultant entered into an Agreement dated July 9, 2018 to provide Consultant Services for preparation of the General Plan update and Environmental Impact Report (Exhibit A).
- B. The Town and Consultant entered into a First Amendment Agreement dated August 1, 2020 to extend the term to July 31, 2021.
- C. The Town desires to extend the Agreement to March 31, 2022.

AMENDMENT

- 1. Time of Performance of the Second Amendment Agreement is hereby amended to provide that the term of the Agreement is for the period of August 1, 2021 through March 31, 2022.
- 2. All other terms and conditions of the Agreement dated July 9, 2018, remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Second Amendment Agreement as of the date indicated above.

Town of Los Gatos:

Consultant:

\_\_\_\_\_  
 Laurel Prevetti  
 Town Manager

\_\_\_\_\_  
 Jim Harnish,  
 Mintier Harnish, LP

Department Approval:

\_\_\_\_\_  
 Joel Paulson  
 Community Development Director

Approved as to Form:

\_\_\_\_\_  
 Robert Schultz  
 Town Attorney

Attest:

\_\_\_\_\_  
 Shelley Neis, MMC, CPMC,  
 Town Clerk



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## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification this 9<sup>th</sup> day of July 2018 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Mintier Harnish, LP, ("Consultant"), whose address is 1415 20th Street, Sacramento, CA 95811. This Agreement is made with reference to the following facts.

### I. RECITALS

- 1.1 Town desires to engage Consultant to provide Consultant Services for preparation of the General Plan update and Environmental Impact Report.
- 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 Scope of Services. Consultant shall provide the services as described in the Scope of Services attached as Exhibit A-1 and the schedule attached as Exhibit A-2.
- 2.2 Term and Time of Performance. This contract will remain in effect from the date of execution through July 31, 2020.
- 2.3 Compliance with Laws. 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 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. 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, 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 Compensation. Compensation for Consultant's professional services **shall not exceed the \$1,174,975** 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-1 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. Fees for additional services will be allocated from the ten percent contingency identified on Exhibit B Fee Schedule.
- 2.7 Flexibility. As noted in Exhibit B Fee Schedule, the distribution of hours between firms, staff categories, and tasks are 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 Billing. 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

- 2.9 Availability of Records. 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.
- 2.10 Assignability and Subcontracting. 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 All Coverages. 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 Workers' Compensation. 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 Indemnification. 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 Waiver. 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 Governing Law. 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 Termination of Agreement. 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 Amendment. 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 Disputes. 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 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To Town:

Joel Paulson  
Community Development Director  
Town of Los Gatos  
110 E. Main Street  
Los Gatos, CA 95030  
Fax: (408) 354-7593  
Phone: (408) 354-6879  
E-mail: [jpaulson@losqatosca.gov](mailto:jpaulson@losqatosca.gov)

To Consultant:

Jim Harnish  
Mintier Harnish  
1415 20th Street  
Sacramento, CA 95811  
  
Phone: (916) 446-0522  
E-mail: [jim@mintierharnish.com](mailto:jim@mintierharnish.com)

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 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 Entire Agreement. This Agreement, including Exhibits A-1, A-2, 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.

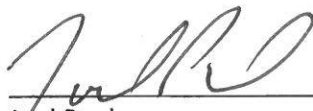
In WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos



Laurel R. Prevetti, Town Manager  
Town of Los Gatos

Department Approval:



Joel Paulson  
Community Development Director

Consultant:



Jim Harnish  
Mintier Harnish, LP

Approved as to Form:



Robert W. Schultz  
Town Attorney



# Scope of Work

The following section provides our work program for the preparation of the Town of Los Gatos General Plan Update. This program is designed to respond to the scope items included in the Town’s Request of Proposal (RFP) and provides for the formulation of a thoughtful and user-friendly General Plan and comprehensive program-level Environmental Impact Report (EIR) that can be used to streamline subsequent project-level proposals. The work program includes appropriate technical studies and community engagement opportunities that explore issues, opportunities, and solutions to guide the community to the year 2040.

In this work program, the term “Consultants” refers to members of the Consultant Team assembled for the project.

Details on community engagement activities are described under Task H, with placeholders shown under each task to show their relationship to the overall work program.

## Task A Project Initiation

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During this task, the Consultants will work with Town staff to lay the foundation for the General Plan Update, including developing tools to be used throughout the Update, meeting with the General Plan Advisory Committee (GPAC), the Planning Commission, and Town Council, and initiating the community engagement program.

### Task A.1 Project Scoping Meeting, Kick-off Meeting, and Town Tour

The Consultants will meet with Town staff to discuss expectations for the schedule, process, and work products and to refine the scope of work to address Town comments.

Following execution of the contract, the Consultants and Town staff will hold a project kick-off meeting. This meeting will confirm roles and responsibilities, establish communication protocols, refine and detail the project schedule based on actual start date, and discuss the initial ideas and strategies for community engagement (which will be refined and documented under Task H.1). Immediately following the kick off, the Consultants will tour the community with Town staff to examine key issues and opportunities that will be addressed in the General Plan Update.

### Task A.2 Assemble GIS Data and Prepare Base Maps

The Consultants will work with Town staff to confirm the Planning Area and gather and format information for a Geographic Information Systems (GIS) database covering the Planning Area. The Consultants will prepare base maps suitable for reports and display presentation, including establishing a uniform legend and title block.

During the project kick-off meeting (Task A.1), the Consultants will work with Town staff to identify and obtain existing GIS resources from the Town and other identified agencies with GIS data covering the Planning Area. We will develop new GIS data and maps consistent with Town protocols and data formats to ensure easy integration into the Town’s information system. At the end of the project, the Consultants will provide the Town the native files of all original data as well as project-specific GIS layers modified or created by the Consultants for the General Plan Update.



As described in Task H.3, the Consultants will also present selected geographic data online using ESRI ArcGIS Online and/or ESRI Story Map.

### Task A.3 Existing Data Collection and Compilation

Knowledge of existing conditions within the Town of Los Gatos will give the Consultants, and the community, a more thorough understanding of how the Town can move forward and what has changed since the last General Plan was prepared. At the beginning of the Update process, and prior to initiation of public engagement, the Consultants will compile (including native format files whenever possible) the following:

Applicable plans, studies, and analysis documents that currently exist within the various departments in the Town of Los Gatos that pertain to the General Plan. Documents may include, but are not limited to:

- General Plan
- Specific Plans
- Hazard mitigation plan
- Parks, open space, trails and recreation plans
- Municipal Code
- Any other pertinent information, documents, plans, and other items identified by Town Staff
- Applicable plans, studies, and analysis documents concerning Infrastructure and utilities
- Geographic information system (GIS) data
- Transportation plans

Pertinent information that is contained in these documents will be reviewed and used by the Consultants to develop the Existing Conditions Background Report (see Task B) that will be provided with the General Plan Update.

The Consultants will use and rely upon these existing resources to develop the General Plan and EIR information. The scope of work and budget are based on the availability and use of secondary data and the development of planning level qualitative assessments that are typical for a general plan update. This information will be supplemented with data collected by our team as described in Task B, Existing Conditions Background Report

GPAC Meeting #1 will be held during this task to facilitate data identification and collection (see Task H.5).

#### *Engagement Activities During Task A:*

- Task H.1: Community Engagement Strategy
- Task H.2: Branding and Project Logo
- Task H.3: Set Up Online Engagement
- Task H.4: Newsletter #1, General Plan Update Overview
- Task H-5: GPAC #1
- Task H-7: Community Workshop #1, Project Initiation
- Task H.8: Joint Study Session #1, Introduction to the General Plan Update

### *Products:*

- Kick-off Meeting Summary (digital version)
- GIS Base Maps (digital version)

The term “digital version” is used in this scope of work as the provision of deliverables in both their native format for staff use (e.g., MS Word, MS Excel) and a PDF format that is both print ready and bookmarked for online use.

## Task B Prepare Existing Conditions Background Report

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During this task, the Consultants will compile information on existing conditions within the town and Planning Area organized by the topics to be covered in the General Plan Update. The Existing Conditions Background Report (Background Report) will focus on identifying and evaluating existing conditions and future trends that will influence the development of the General Plan Update, the EIR, and the future of the community.

### Task B.1 Administrative Draft Background Report

The Consultants will prepare an Administrative Draft Background Report and submit it to Town staff for review and comment. The Report will highlight current conditions and trends, and identify future opportunities and constraints, which will lay the groundwork for subsequent policy development. The report will address, at a minimum, the topics described in the request for proposals (RFP), although some reorganization and combinations are proposed.

- Land Use
- Population, Employment, and Housing
- Circulation and Transportation
- Biological Resources
- Cultural Resources
- Economics
- Infrastructure
- Public Services
- Noise
- Air Quality
- Safety and Hazards
- Geology
- Hydrology and Water Quality

During this task, the Consultants will compile information on existing conditions within the Planning Area organized by the topics identified above. This assessment will not only support the development of goals, policies, and programs, but will also serve as the setting information sections in the EIR.

Compiling existing conditions information will involve reviewing existing and draft documents (e.g., existing General Plan elements, zoning, other plans, special studies, EIRs) and contacting appropriate agencies and organizations serving the community. The Existing Conditions Report will include maps, charts, graphs, and photographs to illustrate conditions and trends in an easy-to-read format. Each topic area of the report will address the following:

- Introduction to the topic;
- Key terms (as appropriate to topic);
- Regulatory setting outlining key Federal, State, and local regulations and policies that are pertinent to the topic;
- A summary of existing conditions and setting;
- A brief description of key constraints and opportunities; and
- References (i.e., document citations, websites, and personal communications).

**Land Use.** The Consultants will analyze the existing General Plan land uses and adopted plans that affect development in Los Gatos. The Consultant will map and analyze existing land uses based on available GIS and/or Assessor’s data and identify opportunities and constraints for future development and reuse. The Consultants will also describe regional planning efforts affecting the town.

This section will also summarize the community character of Los Gatos neighborhoods and districts and the design characteristics of each. This will include describing architectural patterns, community gateways, and major geographic features that define the character of Los Gatos.

**Population, Employment, Housing, and Fiscal Stability.** The Consultants will examine the demographic, employment, and market demand data for different land uses, including retail, industrial, and office development. For the demographic information, the Consultants will use a combination of primary data from the U.S. Census of Population, the American Community Survey, the Local Employment Dynamics database, Association of Bay Area Governments (ABAG), and the California Department of Finance. This data, supplemented by information provided by Town staff, will include measures and trends such as population, housing characteristics, income distribution, educational attainment, ethnicity, commute patterns, and tenure.

We will prepare an overview of economic characteristics and analyze the recent employment trends to verify the leading sectors in the Los Gatos economic base. This analysis will address the types of office and light industrial uses that may be attracted to Los Gatos. For the local demand component, the Consultants will analyze the retail market in Los Gatos, including household demand, business-to-business transactions, and visitor spending. Using sales data provided by the Town sales tax audit firm, we will prepare the retail leakage analysis and provide recommendations on potential commercial development opportunities. We will also prepare a projection of future market growth for Los Gatos based on anticipated household growth and trends in the regional market area. Based on this analysis, the Consultants will develop recommendations for strategic actions and policies to help support the town’s retail sector and address potential market threats related to changing market conditions.

The Consultants will also look at the current job-housing balance and use the labor force data and commute patterns to assess housing needs. We will look at how the existing labor force patterns compare with the employment base. The distribution of occupational employment and labor force by occupation can serve as an indicator for the types of housing that the labor force and job base will demand. The Consultants will also identify the existing service levels for various institutions in Los Gatos, such as education and health care facilities, and compare them with other communities. This will help assess future needs, based on population and/or employment growth.

Based on the market analysis above and factoring in the potential supply of land for different uses (employment-generating and residential), we will produce a market projection that addresses future demand for different land uses, as well as forecasts that will identify a range of potential needs for different types of spaces.

The Consultants will also prepare an analysis of the Town budget and how land uses affect Town revenues and costs. This will provide a foundation for later fiscal analysis of land use alternatives or changes in development capacity through the General Plan process.

**Circulation and Transportation (Mobility).** The Consultants will compile data and information on the existing transportation system, including roadways, transit services, and bicycle and pedestrian facilities. The Consultants will prepare a detailed description accompanied with maps and graphics illustrating the roadway system, bicycle and pedestrian facilities, peak hour traffic counts, pedestrian/bicycle counts, and transit routes/stops. We will use available Census and travel survey data to describe the travel behavior of Los Gatos residents and employees. Federal, State, regional, and local regulations pertaining to multimodal circulation in Los Gatos.

The Consultants will review collision data available through the California Highway Patrol's SWITRS reports to identify specific "hot spots" that have experienced high rates of automobile, pedestrian, and/or bicyclist collisions.

The Consultants will determine existing intersection levels of service using the collected traffic volume data, intersection geometric configurations, and signal phasing (to be provided by the Town). The Consultants will conduct weekday AM and PM peak period traffic counts (vehicles, bikes, and pedestrians) for 10 key study intersections and 24-hour counts on 20 roadway segments (for informational purposes). We will develop the exact list of locations in cooperation with Town staff. To represent typical conditions, we will collect all data during a typical non-holiday weekday and while local schools are in session.

Using transit ridership data from VTA and input from Town staff, we will map key transit trip origins and destinations and used to assess connectivity of transit service. Transit operations will include the peak load factors for bus routes serving Los Gatos.

We will map key pedestrian and bicycle origins and destinations to assess the pedestrian and bicycle network completeness. We will identify gaps in the pedestrian and bicycle networks.

**Biological Resources.** The Consultant will summarize sensitive habitats, principal vegetation cover types, and special-status and endangered species. This will include primary source material from the Santa Clara Valley Habitat Plan, supplemented with limited windshield surveys and review of existing biology studies completed for the town.

**Cultural Resources.** The Consultant will summarize historic structures and locations and conduct archeological sensitivity analyses for both prehistoric and historic sites using records maintained at the regional information center and in published research papers. The Consultant will ensure that appropriate individuals are contacted with the surrounding Native American Tribes to ensure sensitive cultural resources are documented appropriately. This section will include areas for the protection of cultural resources consistent with recent State mandates (SB 18).

**Economics.** See Economics, Population, Employment, and Housing description, above.

**Public Facilities, Services, and Infrastructure.** The Consultant will summarize infrastructure, resources, services, and facilities related to: water supply and delivery, wastewater collection and disposal, stormwater drainage, solid waste and recycling, energy and telecommunications, law enforcement, fire protection, health care, schools and education, and government services. For each of the topical areas described, the Consultant will identify planned facility improvements and estimate future demands based on projected development compared to available capacity and planned improvements, identifying potential facility and/or service shortfalls. The Consultant will also assess if the General Plan must include information related to recent State mandates that require cities to identify service needs for unincorporated disadvantaged communities (SB 244).

**Noise.** The Consultant will review existing noise data, including recent EIRs and studies, and summarize the existing noise environment in Los Gatos resulting from major roadways and highways, and stationary noise sources and activities. The Consultant will also document existing noise-sensitive areas and sites. The Consultant will also summarize current information on ground vibration. The Consultant will also update existing noise contours based on the data collected during the noise monitoring survey and traffic data developed/collected.

**Air Quality.** The Consultant will summarize existing air quality conditions within Los Gatos and the nearby vicinity. This will specifically include the location of existing sensitive receptors and emission sources, existing mass emissions, ambient air quality concentration data from the most applicable monitoring station(s), attainment designations, and natural factors that relate to the transport and dispersion of air pollutants. This summary will include applicable Federal, State, and local regulations, as well as thresholds of significance recommended by Bay Area Air Quality Management District (BAAQMD) and rules for which compliance will be required.

**Safety and Hazards (including Geology).** The Consultant will summarize existing natural and manmade hazards. As part of this evaluation, the Consultant will summarize the geological environment and associated hazards. This section will address Seismic Hazard Zones (i.e., Seismic Hazards Mapping Act of 1990 and the Alquist-Priolo Earthquake Fault Zoning Act of 1972) and soil strength properties. The Consultant will describe major creeks, streams, and drainages, and will summarize the latest FEMA floodplain mapping to illustrate potential safety and development constraints. The Consultant will summarize urban and wildland fire risks, fire hazard risk areas, and fire protection resources. The Consultant will also summarize major users and producers of hazardous materials within or adjacent to the Town.

**Hydrology and Water Quality.** The Consultant will summarize sources of groundwater and surface water, water consumption rates, measures used to conserve water, and renewable water facilities and resources. This section will document potential pollution sources, areas susceptible to water quality degradation, and source issues and capacity constraints.

**Greenhouse Gas Emissions and Climate Change Adaptation.** The Consultants will prepare a climate change background report and existing GHG inventory that includes a discussion of climate change and how the General Plan Update should address this issue, including both the reduction of GHG emissions and climate change vulnerability and adaptation. The report will briefly summarize relevant background information regarding these topics and lay out a framework for the General Plan Update to address climate change, including how the General Plan can implement the existing Sustainability Plan (2012) to serve as a “plan for the reduction of GHG emission” to achieve streamlining benefits per Section 15183.5 of the State CEQA Guidelines.



- **GHG Emissions.** The Consultants will summarize relevant legislation and guidance regarding preparation of a GHG reduction strategy or climate action plan, including the five-step process of preparing an inventory (updates since the 2012 inventory was conducted) and forecasts (including through 2030 and the General Plan horizon year), setting new GHG targets, and developing updated and/or new GHG reduction measures.

The Consultants will also prepare an inventory of recent annual GHG emissions for communitywide activities within Los Gatos, building off of the data contained in the 2012 Sustainability Plan, using information provided by the Town, energy utilities, the traffic consultant, and other sources such as Plan Bay Area or other regional planning documents. The Consultants will prepare the inventory in accordance with established GHG inventory protocols that are appropriate for local municipalities (e.g., Local Government Operations Protocol [LGOP] and ICLEI Communitywide Protocol). The inventory will be focused primarily on emissions that are within the Town’s jurisdictional control or influence. The inventory will not attempt to quantify emissions that are outside the scope of the effort, such as lifecycle/carbon footprint analysis or changes in carbon sequestration or storage in natural or working lands. The inventory will serve as the reference point from which emissions forecasts and reduction targets can be prepared during later phases of the project.
- **Climate Change Adaptation.** The Consultants will prepare a communitywide, planning-level climate change vulnerability assessment, using tools and methods established by the Governor’s Office of Planning and Research (OPR), the California Natural Resources Agency (CNRA), and the California Energy Commission (CEC), including the Cal-Adapt web-based tool, the Adaptation Planning Guide, the 2017 General Plan Guidelines, and other resources. The assessment will examine the adverse effects of climate change relevant to Los Gatos, building on townwide work already completed as part of the Sustainability Plan and existing policies/programs contained in the existing Environment and Sustainability Element. Key issues that will be addressed include extreme heat, changes in precipitation and drought, increased risk of flooding and wildfire, and other impacts. The assessment will help inform SB 379 adaptation measures to be included in the General Plan Policy Document.

**Healthy Communities.** The Healthy Communities chapter will examine public health challenges facing Los Gatos and identify opportunities for improving health and well-being of residents through a variety of land use, transportation, and other built environment strategies. Our analyses will shed light on key public health issues impacted by the built environment including: obesity, chronic diseases, lack of physical activity and unhealthy eating, injuries, asthma, and health disparities. The Consultant will look at the impact of these issues on special populations such as children, youth, and seniors. The Consultant will also identify a set of healthy community indicators that will be used to describe community factors in Los Gatos that support or act as barriers to active and healthy lifestyles. The Consultant will use GIS maps and graphics to present these findings and illustrate the local “place-health” connections.

**Environmental Justice.** Community health, environmental justice, and social equity are emerging as important issues that communities are addressing in general plans. SB 1000 requires jurisdictions that have disadvantaged communities to adopt an environmental justice (EJ) element or incorporate EJ policies into their general plans. Based on a review of CalEnviroScreen 3.0, which is considered the default tool used to identify disadvantaged communities, there are not currently any areas identified that would require special treatment as part of the General Plan Update, but this fact will be documented as part of the Background Report.

## Task B.2 Public Draft Background Report

Following review by Town staff, the Consultants will revise the Background Report and provide a Public Draft document for review with the GPAC, the Planning Commission, Town Council, and community (see Tasks H.9 and H.11).

## Task B.3 General Plan Audit Report

An initial step in the update of the General Plan will be an assessment (audit) of the current General Plan. This assessment will look at the current plan and revisions and additions needed to address changes in State law, the new 2017 OPR General Plan Guidelines, and contemporary planning practice and content.

In addition to meeting current requirements and planning practice, we will also work with Town staff to evaluate the existing General Plan to determine what works, what does not work, and where the plan is not providing adequate or current guidance. This will be done using our proprietary General Plan Evaluation Tool. This Tool provides insights on the existing General Plan clarity; linkages to other plans; progress in achieving desired outcomes; and whether goals, policies, and actions should be carried forward, modified, or removed. The results of this review will be documented in a General Plan Audit Report.

### *Engagement Activities During Task B:*

- Task H.3: Online Existing Conditions Story Map (digital version)
- Task H.9: GPAC Meeting #2, Review Existing Conditions Report
- Task H.10: Newsletter #2, Existing Conditions and Trends
- Task H.11: Joint Study Session #2, Review Existing Conditions Report

### *Products:*

- Administrative Draft Background Report (8 hard copies and digital version)
- Public Draft Background Report (30 hard copies, CD, and digital version)
- General Plan Audit Report (digital version)

## Task C Identify Issues, Opportunities, and Constraints

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The objective of this task will be to work with the community on the identification of the issues, opportunities, and constraints that should be addressed as part of the General Plan Update. The items to be addressed will be identified by:

- Items identified by the Town Council for the Update (RFP page 3)
- Findings from the Background Report and technical input from the Consultants
- Input from the community (Community Workshop #2)
- Input from stakeholder interviews
- Updated input from the Town Council and Planning Commission

### Task C.1 Administrative Draft Issues, Opportunities, and Constraints Summary

The Consultants will summarize the key issues, opportunities, and constraints identified based on the findings in the Draft Background Report, input from community workshops, stakeholder interviews, and Joint Town Council/Planning Commission study sessions.

### Task C.2 Public Draft Issues, Opportunities, and Constraints Summary

Following review by Town staff, the Consultants will revise the Administrative Draft and prepare a Public Draft Issues, Opportunities, and Constraints Summary for review with the GPAC, the Planning Commission, Town Council, and community (Tasks H.12, H.13, and H.14).

### Task C.3 Final Issues, Opportunities, and Constraints Summary

Following review by the Town Council and Planning Commission, the Consultants will revise the document and prepare a final Issues, Opportunities, and Constraints Summary.

#### *Engagement Activities During Task C:*

- Task H.12: Community Workshop #2, Issues, Opportunities, and Constraints Identification
- Task H.13: GPAC Meeting #3, Review Issues, Opportunities, and Constraints Report
- Task H.14: Joint Study Session #3, Review Issues, Opportunities, and Constraints Report

#### *Products:*

- Administrative Draft Issues, Opportunities, and Constraints Report (digital version)
- Public Draft Issues, Opportunities, and Constraints Report (30 hard copies, digital version)
- Final Issues, Opportunities, and Constraints Report (digital version)

## Task D Development of a General Plan Vision

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A General Plan vision statement and guiding principles are intended to reflect what community members value most about their community and the shared aspirations of what they envision their community being in the future. The vision statement should be inspirational and set the key values and aspirations for the General Plan's guiding principles, goals, policies, and implementation measures. The guiding principles should provide more specific guidance that provides the fundamental rules or doctrine that the Town will use to guide General Plan goals, policies, and implementation measures.

During this task, the Los Gatos Vision Statement and Guiding Principles will be developed to guide the preparation of the General Plan Update.

### Task D.1 Administrative Draft Vision and Guiding Principles

The Consultants will prepare the Administrative Draft Vision Statement that represents the ideal future for the community and a set of Guiding Principles that support the Vision and represent the Town's core values. We will base the Vision and Guiding Principles on public input gathered at the stakeholder interviews, community workshops, GPAC meetings, and Town Council/Planning Commission study sessions, as well as input from Town staff.



## Task D.2 Public Draft Vision and Guiding Principles

Following review by Town staff, the Consultants will revise the Administrative Draft and prepare a Public Draft Vision and Guiding Principles for review with the GPAC, the Planning Commission, Town Council, and community (Tasks H.15, H.16, and H.17).

## Task D.3 Final Vision and Guiding Principles

Following review by the Town Council and Planning Commission, the Consultants will revise the document and prepare the final Vision and Guiding Principles that the Town will use to guide development of the General Plan Update.

### Engagement Activities During Task D:

- Task H.15: Community Workshop #3, Vision and Guiding Principles
- Task H.16: GPAC Meeting #4, Review Draft Vision and Guiding Principles
- Task H.17: Joint Study Session #4, Vision and Guiding Principles

### Products:

- Administrative Draft Vision and Guiding Principles (digital version)
- Public Draft Vision and Guiding Principles (30 hard copies, digital version)
- Final Vision and Guiding Principles (digital version)

## Task E Development of Alternatives

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During this task, the Consultants will work with Town staff and the community to prepare, evaluate, and ultimately define a preferred policy and land use alternative that will be the basis of the General Plan Update. This task involves developing alternative scenarios for special planning areas and other key locations in the community and evaluating the implications of each alternative. We will also evaluate each alternative based on responsiveness to the key issues, opportunities, and constraints (from Task C) and the Vision and Guiding Principles developed in Task D.

### Task E.1 Administrative Draft Alternatives Report

Based on inputs received from the community as well as ideas from the Consultant team, the Consultants will prepare an Administrative Draft Alternatives Report for review by Town staff and the GPAC. This Report will contain a mix of land use and circulation alternatives as well as key policy alternatives. Based on the RFP, the land use and circulation alternatives may potentially address: land use mix, development options for key sites, approaches to commercial corridors, circulation options, and interactions between land use and transportation systems.

The Alternatives Report will include maps and descriptions for land use, circulation, and policy alternatives that cover each of the areas and topics identified earlier. We will group location-specific alternatives into alternative packages that achieve the Vision and Guiding Principles. The assessment conducted will include an evaluation of alternatives in terms of implications for land use and community character, economic development, fiscal health, mobility and connectivity, public facilities and services, and the natural environment. For each policy alternative, the Consultants will identify the issues for which there is clear policy choice and direction, as well as issues where choice and direction is not as clear. We will complete a

qualitative comparative assessment of the policy implications of each alternative based on clarity and congruence with key issues.

The Consultants will prepare an Alternatives Report that clearly communicates the potential implications of each alternative, supporting a more informed choice. We will base the assessment of each alternative choice primarily on a qualitative look at factors that can be used to differentiate the alternatives and their potential impacts on the community relative to achieving the Vision and Guiding Principles. There are two areas where we will provide more quantifiable information: fiscal impacts and the transportation system.

The work done at this stage is designed to help the community evaluate the alternatives presented and is not intended to be a full CEQA alternatives analysis (which will be performed as part of a later task).

#### *Subtask E.1a Fiscal Impact Analysis*

The Consultants will prepare an analysis of the fiscal and economic impact of proposed land use changes being considered as part of the General Plan Update. This may be in the form of an alternatives analysis or an analysis of the preferred land use plan, as needed in the overall process. The fiscal analysis will project Town tax revenues and other revenues normally affected by growth in population, jobs, and development. The Consultants will estimate the increases in service capacity needed to support the proposed growth levels or from changes in the land use mix. The fiscal model allows us to evaluate land uses separately to assist in identifying an optimal land use mix from the standpoint of generating sufficient tax base to support Town services.

#### *Subtask E.1b Transportation System Alternatives*

The Consultants will develop trip generation and VMT estimates using our MainStreet tool for each of the land use alternatives. These trip generation and VMT estimates will be used in the selection of the preferred alternative. The Consultants will also provide qualitative assessments of each alternative using criteria developed in concert with Town staff to reflect Los Gatos community values. They may include items such as the availability of transportation services, the potential to increase traffic congestion, and the potential to reduce average VMT.

### Task E.2 Public Draft Alternatives Report

Following review by Town staff, the Consultants will revise the Administrative Draft and prepare a Public Draft Alternatives Report for review with the GPAC, Planning Commission, Town Council, and community (Tasks H.19, H.20, H.21, and H.22).

#### Engagement Activities During Task E:

- Task H.18: Newsletter #3: Alternatives
- Task H.19: Community Workshop #4, Alternative Choices
- Task H.20: GPAC Meeting #5, Review Draft Alternatives Report
- Task H.21: Planning Commission Study Session #5, Alternatives Report
- Task H.22: Town Council Study Session #5, Alternatives Report

#### Products:

- Administrative Draft Alternatives Report (digital version)
- Public Draft Alternatives Report (30 hard copies and digital version)

## Task F General Plan Goals and Policy Development

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Based on the extensive work resulting from the Background Report, technical studies, visioning, and alternatives planning in previous tasks, the Consultants will prepare the draft General Plan. The Consultants will prepare a General Plan document that is attractive, contemporary, and user-friendly, using extensive photos, illustrations, and maps. We are also proposing to include the development of a web-based General Plan at the end of the project.

### Task F.1 Administrative Draft General Plan

For the Update, the Consultants will address all the requirements of State law, such as complete streets, flood risk reduction, and environmental justice, using the 2017 OPR General Plan Guidelines as a guide. The Plan will reflect best practices for addressing contemporary planning issues, such as retail trends, transportation technology, and community health. It is expected that the cross-cutting topics of climate change, sustainability, resiliency, and healthy communities would be themes addressed throughout the Plan, rather than separate, standalone elements; however, we will discuss options with Town staff.

The General Plan will include an Introduction and Table of Contents, and at a minimum, will update the content of the elements that make up the current Los Gatos General Plan:

- Land Use Element;
- Community Design;
- Transportation Element (Circulation);
- Vasona Light Rail Element;
- Open Space, Parks, and Recreation Element (Open Space);
- Environment and Sustainability Element (Conservation);
- Noise Element;
- Safety Element; and
- Human Services Element.

Prior to the start of this task, and considering the results of the General Plan Audit conducted earlier, the Consultants will work with Town staff to determine the outline (framework) for the General Plan Update. To support this, the Consultants will review with Town staff a selection of plan formats that could be used. This could include the combination of existing elements or the addition of new elements to meet current and projected needs.

As part of this task, the Consultants will develop policies and programs to reduce GHG emissions as part of an integrated GHG reduction strategy.

The current Housing Element will be integrated into the General Plan Update when the final documents are prepared at the end of the project. The Town's current Housing Element will not be updated as part of this project.

### *Implementation Strategy*

The Consultants will prepare a comprehensive implementation strategy that includes discrete, tangible actions the Town will undertake to implement the goals and policies. The Consultants will also review current implementation ordinances/regulations (e.g., zoning, subdivision, historic preservation, public arts, and other

implementing ordinances) and include recommendations as a part of the implementation programs for ordinance revisions needed to maintain consistency with the General Plan.

As part of the Update, the Consultants will review and develop new objective standards that provide clear direction on application and intent.

#### Task F.2 Administrative Draft Land Use and Circulation Diagrams

The Consultants will prepare an updated General Plan (Land Use) Diagram and Circulation Diagram as part of the Administrative Draft General Plan. We will update the Land Use Diagram with any changes made to the designations and locations they apply based on the preferred alternative. For the Circulation Diagram, we could use VMT to develop roadway standards instead of or in addition to LOS standards (as desired).

#### Task F.3 Preliminary Draft General Plan

Based on direction from Town staff, the Consultants will revise the Administrative Draft General Plan and prepare a Preliminary Draft General Plan for review and confirmation by the GPAC, Planning Commission, and Town Council. We recommend this review to confirm direction on changes to the General Plan before preparation of the EIR (see Task H.23 and H.24). This approach helps reduce the potential for major changes to the Plan during or after the environmental review process.

#### Task F.4 Public Draft General Plan

Based on direction from the Town Council, the Consultants will prepare the Public Draft General Plan for publication and environmental review.

#### Task F.5 General Plan Consultation and Referrals

State law requires consultation with a variety of Federal, State, regional, and local agencies whenever a jurisdiction updates or amends its general plan. These statutes are located throughout the Government Code and have varying requirements for when draft and final documents must be submitted and how long agencies have to review and provide comments. We maintain a checklist of agency consultation requirements that we will use to ensure the Town provides the Public Draft General Plan to the appropriate agencies.

#### *Engagement Activities During Task F:*

- Task H.23: GPAC #6
- Task H.24: Joint Study Sessions #5, #6, and #7
- Task H.25: Newsletter #4, Draft General Plan
- Task H.26: Community Workshop #5, Draft General Plan

#### *Products:*

- Administrative Draft General Plan (digital version)
- Administrative Draft Land Use and Circulation Diagrams (digital version)
- Preliminary Draft General Plan (30 hard copies, digital version)
- Public Draft General Plan (30 hard copies, CD, digital version)

## Task G Environmental Impact Report

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Based on review of the RFP and our experience preparing General Plan EIRs, we recommend the preparation of a Program EIR pursuant to State CEQA Guidelines Section 15168. Although the legally-required contents of a Program EIR are technically the same as those of a Project EIR, Program EIRs are by necessity more general and may contain a broader discussion of impacts, alternatives, and mitigation measures than a Project EIR.

Use of a Program EIR provides the Town with the opportunity to consider broad policy alternatives and program-wide mitigation measures and greater flexibility to address environmental issues and/or cumulative impacts on a comprehensive basis. Once a Program EIR has been certified, subsequent activities within the program may be evaluated to determine what, if any, additional CEQA documentation needs to be prepared. If the Program EIR addresses the program's effects as specifically and comprehensively as possible, many subsequent activities could be found to be consistent with the Program EIR mitigation parameters and additional environmental documentation may not be required (CEQA Guidelines Section 15168(c)). In this case, the Program EIR serves a valuable purpose as the first-tier environmental analysis that will assist in streamlining and possibly exempting future projects from CEQA with the idea that the General Plan Program EIR can be used for such exemptions when projects are consistent with the General Plan Update.

### Task G.1 Staff Work Session on Program EIR Preparation

The consultants will facilitate a work session with Town staff on preparing the Program EIR and completing the adoption process. The session, often referred to as a CEQA kickoff meeting, will cover the following topics:

#### *Evaluating Environmental Impacts*

- Strategies for CEQA compliance
- Coordination of environmental document with general plan preparation
- Developing a reasonable range of alternatives
- Using new or revised policies as mitigation measures
- GHG gap analysis

#### *Completing the Process*

- Agency consultation
- Public notice
- Hearings
- Adoption
- Final documents

### Task G.2 Notice of Preparation

The Consultants will work with Town staff to develop a project description and will prepare a draft Notice of Preparation (NOP) for Town staff to review. The NOP is intended to alert other public agencies about the undertaking, and to solicit their input on the scope of the study. The Consultants will submit a final PDF copy of the NOP to Town staff for posting on its website and for distribution to public agencies. It is assumed that the Town will distribute the NOP using the Town's NOP distribution list. The Consultants will review and make suggestions regarding the list. The Consultants will be responsible for filing the NOP with the State Clearinghouse/OPR.

### Task G.3 Scoping Meeting

The Consultants will facilitate a public and agency scoping meeting associated with the release of the NOP. The Scoping Meeting will be held during the 30-day NOP period to introduce the community to the EIR process and obtain input on the Program EIR scope of work. It will include a brief presentation, followed by public comment and input from meeting attendees. The Consultants will prepare a summary of all input gathered, which will be included in the Draft Program EIR along with any written public comments received during the NOP comment period.

### Task G.4 Administrative Draft Program EIR

The Consultants will prepare an Administrative Draft Program EIR (ADPEIR) in compliance with CEQA requirements using information gathered as part of the General Plan update effort and comments on the NOP, as well as information from other relevant CEQA documents completed by the Town in recent years. The Consultants will be responsible for development of a legally-adequate and appropriate Program EIR for the General Plan.

The Consultants will prepare the ADPEIR based on the project description approved by the Town Council. The description of the environmental and regulatory setting for the General Plan EIR will be based on the Background Reports prepared for the project (see Task B), and information from other relevant CEQA documents completed by the Town in recent years, as well as any information received during the General Plan Update process. Materials will be presented in a user-friendly format.

We will introduce each topical section in the environmental analysis with a brief statement of its context in the ADPEIR and the development of the General Plan. This effort may include interpretive information for the reader to better understand how the General Plan affects the environment, as well as the sources of data used in the analysis.

The setting for each topical section will describe existing conditions relevant to the topic and provide the groundwork for impact analysis. The number of impacts to be analyzed and the depth of analysis will be determined based on areas of concern identified by the Consultants and Town staff, as well as responses to the NOP. Thresholds used to determine the significance of project impacts will be clearly stated and will include thresholds in the CEQA Guidelines, Appendix G, as well as existing regulatory standards, if applicable. Impacts will be identified, and mitigation measures will be prepared, to reduce significant impacts to a less-than-significant level, when feasible. For each potentially significant impact identified in the ADPEIR, the Consultants will identify mitigation measures or policy statements proposed by the Town as part of the General Plan Update to avoid or reduce identified impacts. Mitigation measures will be constructed as policy statements or implementation measures to facilitate incorporation into the General Plan Update.

In order to prepare an ADPEIR that meets the needs of the Town and regulatory requirements of the State, the ADPEIR will comprise the following sections:

**Executive Summary.** This section will provide a summary of the entire ADPEIR and include the following:

- a discussion of the project objectives;
- a brief description of the proposed project;
- a summary of the environmental setting for the Planning Area;
- a summary of impacts;



- a summary of mitigation measures (mitigating policies or programs);
- a discussion of alternatives considered; and
- areas of controversy, and issues remaining to be resolved.

**Introduction.** The ADPEIR will contain an introductory chapter that provides an overview of the project and context, summarizes CEQA requirements and the environmental review process, describes the legal purpose of the ADPEIR, outlines the environmental issues being addressed, and presents the organization of the report.

**Project Description and Environmental Setting.** This section will contain the Town’s objectives for the General Plan and a summary of the General Plan components. It will also outline the Planning Area boundaries and summarize existing conditions and new land uses proposed as a part of the project. We will describe the information in a mix of text, tabular, and graphic form (i.e., maps and diagrams).

**Analysis, Impacts, and Mitigation Measures.** The environmental analysis section will include four main components:

- **Setting** – description of current conditions with respect to the issue in question, including the existing regulatory environment
- **Impact analysis** – statement of significance thresholds and discussion of potentially significant effects of the proposed project
- **Programmatic mitigation measures** – methods by which significant effects can be reduced or eliminated, often presented as General Plan policies to be introduced back into the plan
- **Level of significance after mitigation** – discussion of whether proposed mitigation measures reduce impacts to below the adopted significance threshold

We will consider adverse impacts that meet or exceed significance thresholds significant. Additionally, all impacts will be characterized in terms of short- or long-term effects and presented in a logical discussion that the public can understand. We will discuss any inconsistencies with local or regional plans.

We will discuss approaches to the impact analysis for the Program EIR with Town staff and will be consistent with the assumptions and methodologies used in recent Town-certified EIRs to the extent possible. In general, the impact analysis will focus on the issues present in the Planning Area and likely to be affected or impacted by the General Plan Update. Some issues, such as agriculture and mineral resources may not require a detailed analysis relative to other issues because they do not occur in Los Gatos or would be unaffected by the project.

**Issues to be analyzed in a programmatic framework will include:**

- Aesthetics
- Agriculture
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials

- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation and Traffic
- Tribal Resources
- Utilities and Service Systems
- All the mandatory CEQA sections including energy and growth inducement

### *Greenhouse Gas Emissions Analysis*

The Consultants will conduct necessary analysis to address CEQA Guidelines Section 15064.4. The Consultants will prepare the GHG section of the ADPEIR addressing the contribution of GHG emissions generated by buildout of the General Plan and their contribution to cumulative impacts related to climate change. Potential impacts and mitigation measures will be coordinated with the recommended targets and GHG emission reduction potential of the updated General Plan’s policies and program.

### *Prepare GHG Forecasts and Reduction Targets*

Based on the GHG emission inventory (conducted in Task 2.2), the Consultants will prepare GHG emissions forecasts (e.g., “business-as-usual”) for communitywide sources for two future-year scenarios: 1) without applicable legislative actions; and 2) with reductions associated with implementation of adopted Federal and State legislation (e.g., renewable energy portfolio standards, California Green Building Code standards, vehicle emissions controls, fuel efficiency standards). The Consultants will forecast GHG emissions for 2020 (consistent with AB 32), 2030 (consistent with SB 32), and 2050 (consistent with Executive Order B- S-3-05), along with the GPU buildout year (i.e., 2040).

The Consultants will also calculate GHG reduction targets required to meet the Town’s local fair share of the State’s 2020 and 2030 GHG reduction goals in AB 32 and SB 32, per guidance from CARB in the 2017 Scoping Plan Update and the 2017 General Plan Guidelines.

### *Quantify GHG Reduction Measures and Perform Gap Analysis*

The Consultants will quantify the GHG reduction potential of proposed General Plan policies and programs and conduct a “GHG reduction gap analysis” to determine whether the proposed policies and programs in the Draft General Plan can achieve the Town’s GHG reduction targets and goals.

As part of the GHG quantification process, the Consultants will evaluate and prioritize policies and actions using the following or similar criteria:

- Quantified VMT or trip reduction potential;
- Quantified energy conservation or fuel savings potential;
- Quantified renewable energy generation potential;
- Quantified water efficiency and conservation potential;



- Quantified solid waste reduction and recycling potential;
- Administrative/political responsibility and feasibility, implementation costs, possible funding sources, and public and private sector implementation partners.

We will add all information, assumptions, and target indicators used to quantify GHG emissions reductions required to meet the targets into the ADPEIR as a technical appendix, creating a single, master data-set for the GHG reduction analysis. If it is determined during preparation of the ADPEIR that the identified draft policies and program are not enough to achieve the Town’s reduction targets and goals, the Consultants will increase participation rates of GHG reduction actions or identify new potential GHG reduction policies and actions to fill the gap. If needed, revised or new policies and implementation programs will be added to the General Plan and/ or recommended as mitigation measures.

### *Transportation Analysis*

The operations of study intersections and freeway segments on SR 17 and SR 85 will be evaluated with LOS calculations during the AM and PM peak hours for the following traffic study scenarios:

- Existing Conditions
- Cumulative 2040 without Project
- Cumulative 2040 with Updated General Plan Land Use and Circulation Element

The Consultants will use transportation forecasts from the VTA’s travel demand model to determine the growth in traffic, including regional traffic growth on SR 17 and SR 85 for a plan year (2040). We will add traffic estimates from Task 3 for the preferred land use to develop traffic forecasts for Scenario 3.

We will prepare a LOS table showing operating conditions of all study intersections for each of the study scenarios, along with "Project plus mitigated conditions" (if mitigations required and/or are feasible). We will use the Town of Los Gatos and VTA criteria to identify significant impacts to intersections and freeway segments.

### *Pedestrian, Bicycle, and Transit Analysis*

The Circulation Element will include improvements to pedestrian, bicycle, and transit facilities and services. If bus rapid transit (BRT) is included in the Circulation Element, we will evaluate its impact at a planning level by comparing person carrying capacities and levels of service at a few selected intersections with and without its implementation.

### *VMT Travel Forecast Model Runs to Support Air Quality and Noise Analyses*

The Consultants will use the VTA’s model to provide input for the air quality and noise analyses.

*For Air Quality and Greenhouse Gas Emissions Analysis:*

1. Average Daily Vehicle Trips associated with existing land uses (2018) in Los Gatos
2. VMT associated with existing land uses in the Los Gatos
3. Average Daily Vehicle Trips associated with 2040 without Project and with Project land uses in Los Gatos (at the planning horizon)

4. VMT associated with the 2040 without Project and with Project land uses in Los Gatos – GP Plan Year
5. VMT by I-X, X-I, I-I (excluding X-X trips), if available

*For Noise Analysis:*

1. Daily Segment Traffic Volumes for Existing for all segments analyzed
2. Daily Segment Traffic Volumes for 2040 without Project and 2040 GP Plan Year for all segments analyzed
3. Speed limits on the segments for existing and future time frames, if available

**Alternatives Analysis.** We will consider a range of alternatives in the ADPEIR. State CEQA Guidelines require consideration of the “No Project” Alternative. For purposes of this Program EIR, the No Project Alternative would be a continuation of the existing General Plan without any updates or additions. In addition to the “No-Project” Alternative, the Consultants will consider other alternatives (such as alternative land use scenarios) that were developed during the General Plan Update. Evaluation of alternatives will be in less detail than that for the proposed project, though the analysis will provide decision-makers and the public adequate information to decide between alternatives. This section will also identify the “environmentally superior alternative.” If the “No Project” Alternative is determined to be environmentally superior, the ADPEIR will identify the environmentally superior alternative among the remaining scenarios.

For transportation impacts, the Consultants will analyze up to two project alternatives in a qualitative manner, with a discussion of trip generation and general discussion of potential impact differences compared to the preferred land use plan.

**Cumulative Impacts.** We will evaluate cumulative impacts based on planning documents for the Planning Area. We will also estimate and discuss the contribution of the proposed project to the overall cumulative impacts.

**Other CEQA Sections.** The ADPEIR will provide, in addition to the sections discussed above, all other required CEQA sections, including areas of known controversy, growth inducement effects, energy, and significant unavoidable impacts.

#### Task G.5 Staff Review/Screen Check Draft Program EIR

The Consultants will incorporate Town staff input into the ADPEIR and provide Town staff with digital versions of the ADPEIR in both Word and PDF formats. Town staff will conduct one review of the ADPEIR and provide consolidated comments and edits. The Consultants will incorporate appropriate revisions and prepare a Screen Check Draft Program EIR. We will provide the Screen Check version in a digital format.

#### Task G.6 Draft Program EIR

Once the Town staff approves the Screen Check Draft Program EIR, the Consultants will prepare the Draft EIR for public circulation. The Consultants will prepare and distribute the required copies of the Draft Program EIR to the State Clearinghouse, including all required accompanying forms, such as the Notice of Completion (NOC). The Consultants will also file the Notice of Availability (NOA) of the Draft Project EIR with the Santa Clara County Clerk’s office. We assume that Town staff will distribute the NOA of the Draft Program EIR to responsible agencies, and interested agencies, organizations, and persons. We also assume that the Town will be responsible for required newspaper ads and other public noticing of the document’s availability, such

as radius label mailing or onsite posting. As required by State law, the Draft Program EIR will require at least a 45-day public review period.

*Products:*

- Draft and Final Notice of Preparation (digital version and submittal of copies of the NOP with the State Clearinghouse)
- Scoping Meeting Materials
- Administrative Draft Program EIR (2 hard copies and 10 CD copies to the Town)
- Screen Check Draft Program EIR (digital version)
- Draft Program EIR (30 hard copies and 30 CD copies sent to the Town and 30 hard copies of the Executive Summary and 15 CD copies of the Draft Program EIR submitted to the State Clearinghouse, NOA submitted to the County Clerk)

## Task H Engagement

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### Task A Engagement

The following activities will occur in conjunction with the work under Task A.

#### Task H.1 Community Engagement Strategy

Based on input from the kick-off meeting (Task A.1), the Consultants will work with Town staff to prepare a comprehensive Community Engagement Strategy that will document the outreach methods to be used throughout the project. The Strategy will describe outreach responsibilities, publicity protocols, and how the engagement will be structured to ensure comprehensive community engagement. The Strategy will be structured to be inclusive of all those who make up the “community,” including residents; workers; visitors; businesses; property owners; educational institutions; civic, community, and non-profit organizations; religious, social, cultural and ethnic communities; and public agencies. In addition to being inclusive, our goal is to create meaningful opportunities for involvement throughout the development of the Update.

#### Task H.2 Branding and Project Logo

The Consultants will develop a branding package for the General Plan Update. The branding package will include a project logo and style templates that we will use for all work products, the website, and publicity materials to build enthusiasm about the project and ensure that this effort is distinct in the minds of the community. We will provide the Town with up to three options from which to choose.

#### Task H.3 Set Up Online Engagement

During this task, we will design and develop a project-specific website for the Los Gatos General Plan Update. In our work on dozens of general plan projects, we have found that having a stand alone project website, with links to and from the Town’s website, provides a responsive platform for community engagement while not adding additional work for Town staff.

The Consultants will build the website on a modern, user-friendly platform that allows quick and easy updates to the website. In addition to being an important public outreach and information tool, the website will serve as an administrative record of the project. It will include all meeting announcements/materials, draft and final documents, and meeting summaries. The website will also be used to link to online

engagement opportunities, including Engagement HQ, developed during the project. This scope of work includes all needed maintenance and updates to the website for the duration of the project.

As part of the online outreach, we propose to use the Engagement HQ software tool and online mapping using ESRI ArcGIS Online and ESRI Story Map. For more information, see “Enhanced Community Engagement Tools” inset on page 41.

#### Task H.4 Newsletter #1, General Plan Update Overview

The Consultants will prepare a newsletter that describes what a general plan is, how and why it is being updated, the project schedule, and how the public can be involved in the update. The newsletter will be used to promote engagement opportunities.

#### Task H.5 Form the General Plan Advisory Committee (GPAC), GPAC Meeting #1

The Consultants will facilitate the first meeting of the GPAC. We will first present and get consensus on the overall GPAC meeting format, rules, and operating procedures. We will summarize the community engagement strategy and get GPAC input on strategy refinements. We will also ask the GPAC members to identify key issues they feel should be addressed during the General Plan Update.

#### Task H.6 Other GPAC Meetings

Six GPAC meetings, associated with specific deliverables are detailed in the Scope of Work. Budget to cover an additional 18 GPAC meetings is included and will be placed as needed.

#### Task H.7 Community Workshop #1, Project Initiation

At the beginning of the process, the Consultants will conduct the first community workshop. At the Town Hall, the Consultants will provide an overview of the key steps in the General Plan Update process, the opportunities the community will have for engagement, and changes in State law/regulations and other important issues that will affect the General Plan Update. During this Town Hall, the Consultants will also conduct an exercise to start the identification of issues and opportunities that should be addressed as part of the General Plan Update.

#### Task H.8 Joint Study Session #1, Introduction to the General Plan Update

At the beginning of the process, the Consultants will facilitate a Joint Study Session with the Town Council and Planning Commission. Given the significance of the General Plan Update, it will be important for the Council and Commission to meet the Consultants early in the program and to have a clear understanding of what to expect during the process. This meeting will provide a common understanding of the need for and purpose of the General Plan, the key steps in the preparation process, the strategy for community engagement, changes in State law and regulations since the last update, and other important issues affecting the General Plan preparation process. The workshop will also help establish stronger working relationships between the Consultants and Town leaders.

#### *Engagement Products During this Task:*

- Community Engagement Strategy (digital version)
- Project Logo and Design Theme Alternatives (up to 3 alternative approaches, digital version)
- Project Website and Engagement HQ Site Setup

- GPAC #1 Meeting Materials and summary minutes (digital version)
- Newsletter #1 (100 hard copies and digital version on website)
- Stakeholder Interview Summary (digital version)
- Joint Study Session #1 Meeting Materials and Summary Report (digital version)

## **Task B Engagement**

The following activities will occur in conjunction with the work under Task B.

### **Task H.9 GPAC Meeting #2, Review Background Report**

The Consultants will facilitate Town staff and GPAC review of the GPAC Draft Background Report.

### **Task H.10 Newsletter #2, Existing Conditions and Trends**

The Consultants will prepare a newsletter summarizing key findings from the Background Report and initial outreach efforts. The newsletter will be used to characterize existing conditions and trends influencing the community and promote the online engagement opportunities.

### **Task H.11 Joint Study Session #2, Review Existing Conditions Report**

The Consultants will facilitate a joint study session with the Town Council and Planning Commission to present the major findings from the Public Review Draft Background Report. The Consultants will facilitate a discussion with the Council members and Commissioners about the implications of the findings on the future of the community.

#### ***Engagement Products During this Task:***

- GPAC Meeting #2 Materials and Summary Report (digital version)
- Newsletter #2 (100 hard copies and digital version on website)
- Joint Study Session #2 Meeting Materials and Summary Report (digital version)

## **Task C Engagement**

The following activities will occur in conjunction with the work under Task C.

### **Task H.12 Community Workshop #2, Issues and Opportunities Identification**

The second community workshop will be a three-part event. During the first part of the event, the Consultants will provide the community with an overview of the information developed for the Background Report. This component will highlight the existing conditions and trends that will influence the future of the community. The second part of the event will involve interactive exercises designed to gain input on the issues and opportunities that the public would like to see addressed in the General Plan Update.

From the issues and opportunities discussion, workshop participants will segue to the third part of the workshop, in which the Consultants will work with smaller groups to answer questions such as: What is unique about Los Gatos that is not found anywhere else? We will work with participants to define a list of places they like to take out-of-town visitors, places they consider “public-places” (i.e., places where people gather), and natural or manmade features that make the community unique.

**Task H.13 GPAC Meeting #3, Review Issues and Opportunities Report**  
The Consultants will facilitate Town staff and GPAC review of the Administrative Draft Issues and Opportunities Report.

**Task H.14 Joint Study Session #3, Review Issues and Opportunities Report**  
The Consultants will facilitate a joint study session with the Town Council and Planning Commission to present the major findings from the Issues and Opportunities Report. The Consultants will facilitate a discussion with the Council members and Commissioners about the implications of the findings for new or revised General Plan policies and programs and solicit input on key issues and opportunities the Update should consider, and other interests and expectations of the Council members and Commissioners.

***Engagement Products During this Task:***

- Community Workshop #2 Materials and Summary Report (60 printed, digital versions)
- GPAC Meeting #3 Materials and Summary Report (digital version)
- Newsletter #2 (100 hard copies and digital version on website)
- Joint Study Session #3 Meeting Materials and Summary Report (digital version)

**Task D Engagement**

The following activities will occur in conjunction with the work under Task D.

**Task H.15 Community Workshop #3, Vision and Guiding Principles**  
The third community workshop will include several interactive visioning exercises that encourage community participation and dialogue about the future of Los Gatos. There are several options for how to structure the community workshop (e.g., open house format or small group exercises) and which exercises to conduct. The Consultants will work with Town staff prior to the workshop to identify the format that will work best for the community.

**Task H.16 GPAC Meeting #4, Review Draft Vision and Guiding Principles**  
The Consultants will facilitate Town staff and GPAC review of the Draft Vision and Guiding Principles. At this meeting, the Consultants will also review the General Plan Audit Report and confirm content to be updated and new topics to be addressed.

**Task H.17 Joint Study Session #4, Vision and Guiding Principles**  
The Consultants will facilitate a joint study session with the Town Council and Planning Commission to present the draft Vision Statement and Guiding Principles. The purpose of the study session will be to gain consensus on these items and provide direction to the Consultants that will guide the development of the goals, policies, and implementation measures in the General Plan Update.

***Engagement Products During this Task:***

- Community Workshop #3 Materials and Summary Report (60 printed, digital versions)
- GPAC Meeting #4 Materials and Summary Report (digital version)
- Joint Study Session #4 Meeting Materials and Summary Report (digital version)



## **Task E Engagement**

The following activities will occur in conjunction with the work under Task E.

### **Task H.18 Newsletter #3: Alternatives**

The Consultants will prepare a newsletter that summarizes the land use and policy alternatives. We will use the newsletter to educate community members on the alternatives process and generate public interest and attendance for the upcoming community workshop.

### **Task H.19 Community Workshop #4, Alternative Choices**

The Consultants will facilitate the fourth community workshop, which will focus on identifying land use and topical (policy) choices based on previous community inputs. Policy alternatives could address items such as transportation options, healthy community updates, public facility choices, and so forth. The workshop will contain an educational component on the fiscal, transportation, environmental, and other considerations that need to be assessed with any alternatives.

The Consultants will take the input received at the community workshop to prepare preliminary land use concepts and relevant topical alternatives for further consideration.

### **Task H.20 GPAC Meeting #5, Review Draft Alternatives Report**

The Consultants will facilitate Town staff and GPAC review of the Draft Alternatives Report.

### **Task H.21 Planning Commission Meeting**

The Consultants and Town staff will facilitate a meeting with the Planning Commission to review the Alternatives Report and solicit their feedback and recommendations on a preferred land use alternative and key policy choices presented. Recommendations from the Planning Commission will be presented to the Town Council for consideration and direction.

### **Task H.22 Town Council Meeting**

The Consultants and Town staff will facilitate a meeting with the Town Council to review the Alternatives Report and recommendations from the Planning Commission. The purpose of this meeting will be to gain Council direction on the preferred alternatives package that will be used to create the Draft General Plan.

#### ***Engagement Products During this Task:***

- Newsletter #3 (100 hard copies and digital version on website)
- Community Workshop #4 Materials and Summary Report (60 printed, digital versions)
- GPAC Meeting #5 Materials and Summary Report (digital version)
- Planning Commission #5 Meeting Materials and Summary Report (digital version)
- Town Council #5 Meeting Materials and Summary Report (digital version)

## **Task F Engagement**

The following activities will occur in conjunction with the work under Task F.

### **Task H.23 GPAC #6: Draft General Plan**

The Consultants will facilitate Town staff and GPAC review of the GPAC Draft General Plan

### Task H.24 Joint Study Sessions #5, #6, and #7

The Consultants will conduct up to three joint study sessions with the Town Council and Planning Commission to review and confirm the changes to the General Plan. The Planning Commission will recommend any final revisions or adjustments to the Town Council. The Town Council will then provide direction on any final revisions or adjustments to the General Plan prior to the preparation of the EIR. During one of these study sessions, a presentation on VMT will be included.

### Task H.25 Newsletter #4, Public Draft General Plan

The Consultants will prepare a newsletter summarizing the Public Draft General Plan that provides highlights of the key features and changes in the new General Plan.

### Task H.26 Community Workshop #5, Draft General Plan

Upon release of the Public Draft General Plan, the Consultants will facilitate an open house to present the Plan to the community. The open house could be set up in the format where residents can visit stations or “booths” focused on each element of the Plan. Town staff and Consultants will be stationed at each booth to discuss the elements, answer questions, and gather feedback. The Consultants will promote the public review process and hearings for the General Plan.

#### *Engagement Products During this Task:*

- Joint Study Session Meeting Materials and Summary Reports (digital version)
- Newsletter #4 (100 hard copies, digital version)
- Community Workshop #5 Materials and Summary Report (60 printed, digital versions)
- Community Workshop #5 Display Boards

## **Enhanced Community Engagement Tools**

### Task H.27 Online Engagement

While workshops and meetings are essential to an effective planning process, these traditional outreach methods of engagement are not enough to obtain the broad mix of inputs needed to make a plan responsive to the entire community. This is especially true for younger generations who are busy with work, family commitments, and other social engagements. Our approach to public outreach is to supplement community workshops with web-based crowd-sourcing and social media tools to attract and engage the broadest possible audience. As part of the Update program, we will offer a range of online engagement tools that allow participation in the process while at home, work, the coffee shop, or wherever inspiration strikes.

**Project Website.** The website will serve as the hub of project communication and information, including an overview of the project, announcements about upcoming meetings and information on past meetings and events, document library, and contact information.

**Engagement HQ.** In addition to the Project Website as an information portal, we also propose to use Engagement HQ software tools to develop an exciting platform for online public engagement. Engagement HQ allows us to engage with the community through surveys, opinion polls, discussion forums, photo sharing, mapping exercises, and more. It also offers analysis and reporting tools to understand who is participating and easily summarizes community inputs. During the General Plan Update, we will use this tool to poll the community on a range of topics.



If desired, the Consultants will also train Town staff to administer the site, so it can be maintained beyond the General Plan Update project as an ongoing forum for general civic engagement. We will use Engagement HQ software for active public engagement over a 12-month period during the development of the General Plan, with the site maintained during the public review portions of the project. For more information on Engagement HQ, visit: [www.bangthetable.com/engagementhq](http://www.bangthetable.com/engagementhq)

**Online Mapping.** To help the community better understand the range of existing and future factors (natural and manmade) that will influence the future of Los Gatos, the Consultants will prepare an online mapping tool (ESRI Story Map). This online Story Map will provide maps of these factors (items such as wildland fire hazards, biological resources, environmental hazards, transportation connectivity) and a short description that will describe the implications of the factor shown on each map. This type of online map atlas will help support the discussion of issues and opportunities and be a component of the alternatives development.

**Social Media.** As part of the Update process, we will provide content for social media posts that Town staff can publish on the Town of Los Gatos Facebook (<https://www.facebook.com/losgatosca/>), Twitter (<https://twitter.com/townlg?lang=en>), Nextdoor (<https://nextdoor.com/neighborhood/losgatosmain--los-gatos--ca/>), and other Town social media feeds at key points in the Update process.

## Task H.28 Ongoing Communication

**Email Blasts.** As part of the Update process, the Consultants will work with the Town to develop project-specific email notifications that the Town will distribute using the Town's existing e-notification system. Additional e-mail addresses for interested individuals that are collected by the Consultants at meetings, events, or the Project website will be provided to the Town to add to their current notification lists.

**Press Releases.** Prior to every community workshop, we will prepare and distribute news releases to inform media outlets serving the community about upcoming meetings and ensure accurate coverage that sets realistic expectations for what the General Plan does and does not do.

## Task H.29 Pop-up Booth for Festivals and Events

**Booths at Festivals and Events.** The Consultants will provide materials for Town staff to set up a "pop-up" booth at up to four sets of festivals and events in Los Gatos. The booth would feature boards and hand-outs that provide an overview of the General Plan Update, information on opportunities to get involved, and depending on which phase of the project we are in, exercises that are similar to the exercises from the most recent community workshop. It is assumed that Town staff will attend and run the booth with support from the Consultants.

Materials will be provided relative to the following four major components of the Update: 1) project overview, 2) issues and opportunities exercise, 3) alternatives exercise, and 4) draft General Plan.

**Town Hall Displays.** Like the booths at festivals and events, the Consultants will provide materials for Town staff to display at Town Hall. These displays will provide timely information on the Update process, provide posters on current project developments, and provide some opportunities for interactive displays designed to gain community input.

## Task I Certification of the EIR and Adoption of the General Plan Update

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### Task I.1 Response to Comments

Within three weeks of receipt of all comment letters on the Draft Program EIR, the Consultants will submit a draft Response to Comments to Town staff for review. The Response to Comments document will include a list of commenters, comment letters, responses to comments, and any added or revised text of the Draft Program EIR that may be necessary. All responses will include reasoned analysis and, as necessary, will include additional analysis. The final version of the Response to Comments will be incorporated as an appendix to the Final Program EIR.

The scope and budget assume a level of effort that would include 100 hours of staff time for this task. This assumes receipt of approximately 15 to 25 comment letters. If the number of comment letters and the effort to prepare responses is greater than anticipated, the Consultants will notify Town staff immediately and discuss options to amend our scope of work and budget as necessary. Following receipt of Town staff comments, the Consultants will finalize the Response to Comments.

### Task I.2 Mitigation, Monitoring, and Reporting Program

Concurrent with the Response to Comments, the Consultants will prepare a Mitigation Monitoring and Reporting Plan (MMRP), which will be included in the Final Program EIR. The MMRP will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table that describes:

- Persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions

The final version of the MMRP will be incorporated as an appendix to the Final Program EIR.

### Task I.3 Final Program EIR

The Consultants will complete the Final Program EIR after the review period has closed and all comments submitted during that period have been received. The Final Program EIR will include corrections to the Draft Program EIR (if warranted), comments received, and responses. The Consultants will prepare a Screen Check Final Program EIR for Town staff review and confirmation followed by a Final Program EIR after incorporating comments from Town staff. The Consultants will produce print and digital copies of the Final Program EIR. Within one day of Final Program EIR certification and project approval, the Consultants will submit the draft Notice of Determination (NOD) to Town staff for delivery to the County Clerk and/or State Clearinghouse.

### Task I.4 Planning Commission Hearing

The Consultants will attend a public hearing with the Planning Commission to review the Public Draft General Plan and Final Program EIR. The Planning Commission will consider the comments made during the public hearing and make recommendations to the Town Council.

### Task 1.5 Town Council Hearings (2)

The Consultants will attend two public hearings with the Town Council to review the Public Draft 2040 General Plan and Final Program EIR. At these hearings, the Town Council will consider the Planning Commission recommendations and the comments made at the Planning Commission public hearing. After the hearings, the Town Council will direct the Consultants to incorporate their recommendations and prepare the Final General Plan and Final Program EIR.

### Task 1.6 Final General Plan Documents

Following public review of the Draft Public General Plan, the Consultants will prepare the Final General Plan for adoption.

### Task 1.7 Town Council Adoption Hearing

The Consultants will attend one hearing with the Town Council for certification of the Final Program EIR and adoption of the Final General Plan.

### Task 1.8 Web-Based General Plan

The Consultants will design the Final General Plan as an interactive web-based General Plan. The web-based plan will not simply be a document that is published online, but will be a dynamic communication tool that provides transparency, accessibility, and efficiency in local government.

The web-based plan will be highly graphical and structured and designed to meet the specific needs of the Town. It will be fully searchable, allowing decision-makers and other users to quickly locate relevant information. The online format will allow cross-referenced links to related policies, programs, maps, or background information.

### *Products*

- Response to Comments (digital version)
- Mitigation, Monitoring, and Reporting Program (digital version)
- Final Program EIR (30 hard copies and 30 CD copies to the Town)
- Tracking of comments and recommendations (all meetings, digital versions)
- Final General Plan (100 hard copies, 100 CDs, digital version, 2 unbound originals for reproduction)
- Color Land Use Element Exhibits (100 copies, sizes and scales to be determined)
- Compilation CD with all milestone documents, data, and GIS files (3 CDs)
- Web-based General Plan

# Town of Los Gatos General Plan Update | Project Schedule

**Task A:  
Project Initiation**

Kick-off Meeting and City Tour  
GIS Data/ Basemap

**Task B:  
Prepare Background Report**

Admin Draft  
Public Draft  
General Plan Audit Report

**Task C:  
Identify Community Issues, Opportunities, and Constraints**

Admin Draft  
Public Draft

**Task D:  
Development of General Plan Vision**

Admin Draft  
Public Draft

**Task E:  
Development of Alternatives**

Admin Draft  
Public Draft

**Task F:  
General Plan Goals and Policy Development**

Admin Draft  
Preliminary Draft  
Public Review Draft General Plan

**Task G:  
Environmental Impact Report**

Scoping Meeting  
30-day Public Review  
NOP  
Admin Draft Program EIR  
Screencheck and Public Draft EIR  
Response to Comments  
Mitigation, Monitoring, and Reporting Program  
45-day Public Review  
Final EIR

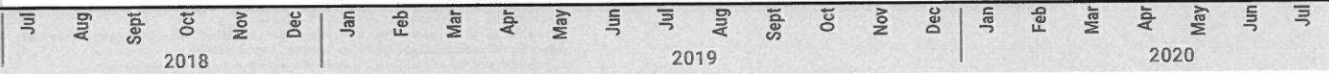
**Task H:  
Community Outreach and Engagement**

Website/Online Engagement HC Setup  
Engagement Strategy/ Branding  
GPAC Meeting #1  
Study Session #1  
Community Workshop #1  
Newsletter #1  
GPAC Meeting #2  
Community Workshop #2  
GPAC Meeting #3  
Study Session #2  
Community Workshop #3  
Newsletter #2  
GPAC Meeting #4  
Study Session #3  
Community Workshop #4  
Newsletter #3  
GPAC Meeting #5  
PC Meeting on Alternatives  
GPAC Meeting #6  
TC Meeting on Alternatives  
Study Sessions #5, #6, #7  
Community Workshop #5  
Newsletter #4  
PC/CC Hearings  
Adoption Hearing

**Task I:  
Certification of EIR and Adoption of the General Plan**

Final General Plan

Exhibit A-2



Town of Los Gatos General Plan Update Budget <sup>(1)(2)</sup>  
Mintier Harnish

PHASES/TASKS	Mintier Harnish						TOTAL HOURS	TOTAL COST
	HARNISH Principal/ Owner	RUST Principal Planner	PAYNE Senior Project Manager	FUNSTON/ YANG Planner	Graphics/ Admin.			
<b>Task A: Project Initiation</b>								
Task A.1: Project Scoping, Kick-off Meeting, and Town Tour	8	8	12	16	4	48	\$7,700	
Task A.2: Assemble GIS Data and Prepare Base Maps	2			16	4	22	\$2,660	
Task A.3: Existing Data Collection and Compilation		8	8	24		40	\$5,840	
<b>Subtotal</b>	<b>8</b>	<b>18</b>	<b>20</b>	<b>56</b>	<b>8</b>	<b>70</b>	<b>\$16,200</b>	
<b>Task B: Prepare Background Report</b>								
Task B.1: Administrative Draft Existing Conditions Background Report	8	40	72	200	40	360	\$49,440	
Task B.2: Public Draft Background Report	2	12	44	56	20	134	\$18,750	
Task B.3: General Plan Audit Report	2	8	16	8		34	\$5,730	
<b>Subtotal</b>	<b>12</b>	<b>60</b>	<b>132</b>	<b>264</b>	<b>60</b>	<b>528</b>	<b>\$73,920</b>	
<b>Task C: Identify Community Issues, Opportunities, and Constraints</b>								
Task C.1: Administrative Draft Issues and Opportunities Summary		4	8	16	4	32	\$4,420	
Task C.2: Public Draft Issues and Opportunities Summary		4	8	20	4	36	\$4,900	
Task C.3: Final Issues and Opportunities Summary		1	2	6	1	10	\$1,345	
<b>Subtotal</b>	<b>0</b>	<b>9</b>	<b>18</b>	<b>42</b>	<b>9</b>	<b>78</b>	<b>\$10,665</b>	
<b>Task D: Development of General Plan Vision</b>								
Task D.1: Administrative Draft Vision and Guiding Principles	2	4	12	24	1	43	\$6,255	
Task D.2: Public Draft Vision and Guiding Principles		4	16	16	2	38	\$5,610	
Task D.3: Final Vision and Guiding Principles		1	4	6	1	12	\$1,685	
<b>Subtotal</b>	<b>2</b>	<b>9</b>	<b>32</b>	<b>46</b>	<b>4</b>	<b>93</b>	<b>\$13,550</b>	
<b>Task E: Development of Alternatives</b>								
Task E.1: Administrative Draft Alternatives Report	2	16	48	80	24	170	\$23,450	
Subtask E.1a: Fiscal Impact Analysis			2			2	\$340	
Subtask E.1b: Transportation System Alternatives			2			2	\$340	
Task E.2: Public Draft Alternatives Report		6	16	24	8	54	\$7,480	
<b>Subtotal</b>	<b>2</b>	<b>22</b>	<b>68</b>	<b>104</b>	<b>32</b>	<b>228</b>	<b>\$31,610</b>	
<b>Task F: General Plan Goals and Policy Development</b>								
Task F.1: Administrative Draft General Plan	8	52	180	80	16	336	\$53,760	
Alternative VMT Thresholds			8			8	\$1,360	
Task F.2: Administrative Draft Land Use and Circulation Diagrams		2	12	16	16	46	\$5,720	
Task F.3: Preliminary Draft General Plan	2	16	76	64	16	174	\$25,610	
Task F.4: Public Draft General Plan	2	4	24	16	8	54	\$7,930	
Task F.5: General Plan Consultation and Referrals		2	8	8		18	\$2,720	
<b>Subtotal</b>	<b>12</b>	<b>76</b>	<b>308</b>	<b>184</b>	<b>56</b>	<b>636</b>	<b>\$97,100</b>	
<b>Task G: Environmental Impact Report</b>								
Task G.1: Staff Work Session on Program EIR Preparation		6	6			12	\$2,220	
Task G.2: Notice of Preparation		1	2			3	\$540	
Task G.3: Scoping Meeting			8			8	\$1,360	
Task G.4: Administrative Draft Program EIR	8	24	48	48		128	\$20,520	
Task G.5: Staff Review/Screen Check Draft Program EIR		4	16	16		36	\$5,440	
Task G.6: Draft Program EIR			8			8	\$1,360	
<b>Subtotal</b>	<b>8</b>	<b>35</b>	<b>88</b>	<b>64</b>	<b>0</b>	<b>195</b>	<b>\$31,440</b>	
<b>Task H: Community Outreach and Engagement</b>								
Task H.1: Community Engagement Strategy	2	4	6	16		28	\$4,190	
Task H.2: Branding and Project Logo		1	2		16	19	\$1,900	
Task H.3: Set Up Online Engagement	2	4	8	24	40	78	\$8,890	
Task H.4, H.10, H.18, H.25: Newsletter #1, 2, 3, and 4		9	32	60	24	124	\$16,280	
Task H.5, H.9, H.13, H.16, H.20, H.23: GPAC #1 - #6		48	72	48	6	174	\$28,110	
Task H.6 (18 additional GPAC meetings)		72	72	144	36	324	\$46,980	
Task H.7: Community Workshop #1: Project Initiation		9	12	8	4	32	\$4,840	
Task H.8: Joint Study Session #1, Introduction to the General Plan Update		9	8	8	2	26	\$4,090	
Task H.11: Joint Study Session #2, Review Existing Conditions Report		9	8	8	2	26	\$4,090	
Task H.12: Community Workshop #2, Issues and Opportunities Identification	6	8	12	16	12	54	\$7,930	
Task H.14: Joint Study Session #3, Review Issues and Opportunities Report		9	8	8	2	26	\$4,090	
Task H.15: Community Workshop #3, Vision and Guiding Principles	6	8	16	24	16	70	\$9,910	
Task H.17: Joint Study Session #4, Vision and Guiding Principles		9	8	8	2	26	\$4,090	
Task H.19: Community Workshop #4, Alternative Choices	6	12	20	32	24	94	\$13,030	
Task H.21: Planning Commission Meeting		8	12	8	2	30	\$4,770	
Task H.22: Town Council Meeting		8	10	2		20	\$3,540	
Task H.24: Joint Study Sessions #5, #6, and #7		24	30	30	9	93	\$14,265	
Task H.26: Community Workshop #5, Draft General Plan	6	8	16	24	32	86	\$11,270	
Task H.27: Online Engagement		8	20	20	12	60	\$8,420	
Task H.28: Ongoing Communication		8	20	20	40	88	\$10,800	
Task H.29: Pop-up Booth for Festivals and Events		4	16		16	36	\$4,880	
<b>Subtotal</b>	<b>28</b>	<b>273</b>	<b>408</b>	<b>508</b>	<b>297</b>	<b>1514</b>	<b>\$216,465</b>	
<b>Task I: Certification of EIR and Adoption of the General Plan</b>								
Task I.1: Response to Comments		4	20			24	\$4,200	
Task I.2: Mitigation, Monitoring, and Reporting Program			1			1	\$170	
Task I.3: Final Program EIR			1			1	\$170	
Task I.4: Planning Commission Hearing		6	12	8	4	30	\$4,540	
Task I.5: Town Council Hearings (2)		12	16	8	4	40	\$6,420	
Task I.6: Final General Plan Documents		8	16	24	16	64	\$8,560	
Task I.7: Town Council Adoption Hearing		6	8	4		18	\$3,040	
Task I.8: Web-Based General Plan	2	16	40	60	60	178	\$22,750	
<b>Subtotal</b>	<b>2</b>	<b>52</b>	<b>114</b>	<b>104</b>	<b>84</b>	<b>356</b>	<b>\$49,850</b>	
<b>Project Management</b>								
<b>Subtotal</b>	<b>16</b>	<b>80</b>	<b>120</b>		<b>112</b>	<b>328</b>	<b>\$49,520</b>	
<b>TOTAL</b>								
Total Hours	90	634	1,308	1,372	662	4,026		
2018 Billing Rates (subject to change every January 1st)	\$225	\$200	\$170	\$120	\$85			
Labor Subtotals	\$20,250	\$126,800	\$222,360	\$164,640	\$56,270		\$580,320	
Direct Expenses (e.g., printing, travel, Engagement HQ fee)							\$33,000	
<b>TOTAL COST</b>							<b>\$623,320</b>	
<b>CONTINGENCY <sup>(3)</sup></b>								
Contingency (10%)								

1) This represents a total cost based on the approved scope of work.  
2) The distribution of hours between firms, staff categories and tasks are an estimate. While the total costs will not change, the distribution of hours/costs may vary depending on actual execution.  
3) Contingency funds can only be used with written authorization from the Town's Project Manager.



Town of Los Gatos General Plan Update Budget <sup>(1)(2)</sup>  
Mintier Harnish

PHASES/TASKS	WRT							TOTAL HOURS	TOTAL COST
	STICKLEY Principal	NARKAR Project Manager	WINCH Senior Planner	Planner/ Urban Designer II	Urban Designer I/ Graphic Support	Admin.			
<b>Task A: Project Initiation</b>									
Task A.1: Project Scoping, Kick-off Meeting, and Town Tour			8					8	\$1,400
Task A.2: Assemble GIS Data and Prepare Base Maps								0	\$0
Task A.3: Existing Data Collection and Compilation								0	\$0
<b>Subtotal</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$1,400</b>
<b>Task B: Prepare Background Report</b>									
Task B.1: Administrative Draft Existing Conditions Background Report	2	16	24	32	16	2		92	\$12,640
Task B.2: Public Draft Background Report		4	8	8				20	\$2,900
Task B.3: General Plan Audit Report								0	\$0
<b>Subtotal</b>	<b>2</b>	<b>20</b>	<b>32</b>	<b>40</b>	<b>16</b>	<b>2</b>		<b>112</b>	<b>\$15,540</b>
<b>Task C: Identify Community Issues, Opportunities, and Constraints</b>									
Task C.1: Administrative Draft Issues and Opportunities Summary								0	\$0
Task C.2: Public Draft Issues and Opportunities Summary								0	\$0
Task C.3: Final Issues and Opportunities Summary								0	\$0
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>\$0</b>
<b>Task D: Development of General Plan Vision</b>									
Task D.1: Administrative Draft Vision and Guiding Principles								0	\$0
Task D.2: Public Draft Vision and Guiding Principles								0	\$0
Task D.3: Final Vision and Guiding Principles								0	\$0
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>\$0</b>
<b>Task E: Development of Alternatives</b>									
Task E.1: Administrative Draft Alternatives Report	4	8	24	16	32			84	\$11,160
Subtask E.1a: Fiscal Impact Analysis								0	\$0
Subtask E.1b: Transportation System Alternatives								0	\$0
Task E.2: Public Draft Alternatives Report								0	\$0
<b>Subtotal</b>	<b>4</b>	<b>8</b>	<b>24</b>	<b>16</b>	<b>32</b>	<b>0</b>		<b>84</b>	<b>\$11,160</b>
<b>Task F: General Plan Goals and Policy Development</b>									
Task F.1: Administrative Draft General Plan								0	\$0
Alternative VMT Thresholds								0	\$0
Task F.2: Administrative Draft Land Use and Circulation Diagrams								0	\$0
Task F.3: Preliminary Draft General Plan								0	\$0
Task F.4: Public Draft General Plan								0	\$0
Task F.5: General Plan Consultation and Referrals								0	\$0
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>\$0</b>
<b>Task G: Environmental Impact Report</b>									
Task G.1: Staff Work Session on Program EIR Preparation								0	\$0
Task G.2: Notice of Preparation								0	\$0
Task G.3: Scoping Meeting								0	\$0
Task G.4: Administrative Draft Program EIR								0	\$0
Task G.5: Staff Review/Screen Check Draft Program EIR								0	\$0
Task G.6: Draft Program EIR								0	\$0
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>\$0</b>
<b>Task H: Community Outreach and Engagement</b>									
Task H.1: Community Engagement Strategy								0	\$0
Task H.2: Branding and Project Logo								0	\$0
Task H.3: Set Up Online Engagement								0	\$0
Task H.4, H.10, H.18, H.25: Newsletter #1, 2, 3, and 4								0	\$0
Task H.5, H.9, H.13, H.16, H.20, H.23: GPAC #1 - #6								0	\$0
Task H.6 (18 additional GPAC meetings)								0	\$0
Task H.7: Community Workshop #1: Project Initiation								0	\$0
Task H.8: Joint Study Session #1, Introduction to the General Plan Update								0	\$0
Task H.11: Joint Study Session #2, Review Existing Conditions Report								0	\$0
Task H.12: Community Workshop #2, Issues and Opportunities Identification								0	\$0
Task H.14: Joint Study Session #3, Review Issues and Opportunities Report								0	\$0
Task H.15: Community Workshop #3, Vision and Guiding Principles								0	\$0
Task H.17: Joint Study Session #4, Vision and Guiding Principles								0	\$0
Task H.19: Community Workshop #4, Alternative Choices								0	\$0
Task H.21: Planning Commission Meeting								0	\$0
Task H.22: Town Council Meeting								0	\$0
Task H.24: Joint Study Sessions #5, #6, and #7								0	\$0
Task H.26: Community Workshop #5, Draft General Plan								0	\$0
Task H.27: Online Engagement								0	\$0
Task H.28: Ongoing Communication								0	\$0
Task H.29: Pop-up Booth for Festivals and Events								0	\$0
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>\$0</b>
<b>Task I: Certification of EIR and Adoption of the General Plan</b>									
Task I.1: Response to Comments								0	\$0
Task I.2: Mitigation, Monitoring, and Reporting Program								0	\$0
Task I.3: Final Program EIR								0	\$0
Task I.4: Planning Commission Hearing								0	\$0
Task I.5: Town Council Hearings (2)								0	\$0
Task I.6: Final General Plan Documents								0	\$0
Task I.7: Town Council Adoption Hearing								0	\$0
Task I.8: Web-Based General Plan								0	\$0
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>\$0</b>
<b>Project Management</b>									
<b>Subtotal</b>	<b>8</b>	<b>12</b>						<b>16</b>	<b>\$5,300</b>
<b>TOTAL</b>									
Total Hours	14	48	56	56	48	18		240	-
2018 Billing Rates (subject to change every January 1st)	\$240	\$175	\$150	\$125	\$100	\$80	-	-	-
Labor Subtotals	\$3,360	\$8,400	\$8,400	\$7,000	\$4,800	\$1,440	-	-	\$33,400
Direct Expenses (e.g., printing, travel, Engagement HQ fee)									\$2,500
<b>TOTAL COST</b>									<b>\$35,900</b>
<b>CONTINGENCY <sup>(1)</sup></b>									
Contingency (10%)									

Town of Los Gatos General Plan Update Budget (1/12)  
Mintier Harnish

PHASES/TASKS	Rincon								TOTAL HOURS	TOTAL COST
	SVETE Principal II	FELDMAN/ HAMANN Principal I	MADDOX Supervisor	DIX/BERLIN/ CARMACK/ BERSBACH Senior Professional	Professional	Technical Editor	GIS Specialist	Admin.		
<b>Task A: Project Initiation</b>										
Task A.1: Project Scoping, Kick-off Meeting, and Town Tour			6						6	\$1,110
Task A.2: Assemble GIS Data and Prepare Base Maps									0	\$0
Task A.3: Existing Data Collection and Compilation									0	\$0
<b>Subtotal</b>	0	0	6	0	0	0	0	0	6	\$1,110
<b>Task B: Prepare Background Report</b>										
Task B.1: Administrative Draft Existing Conditions Background Report	8	8	48	24	72	5	12	4	181	\$26,885
Task B.2: Public Draft Background Report									0	\$0
Task B.3: General Plan Audit Report									0	\$0
<b>Subtotal</b>	8	8	48	24	72	5	12	4	181	\$26,885
<b>Task C: Identify Community Issues, Opportunities, and Constraints</b>										
Task C.1: Administrative Draft Issues and Opportunities Summary									0	\$0
Task C.2: Public Draft Issues and Opportunities Summary									0	\$0
Task C.3: Final Issues and Opportunities Summary									0	\$0
<b>Subtotal</b>	0	0	0	0	0	0	0	0	0	\$0
<b>Task D: Development of General Plan Vision</b>										
Task D.1: Administrative Draft Vision and Guiding Principles									0	\$0
Task D.2: Public Draft Vision and Guiding Principles									0	\$0
Task D.3: Final Vision and Guiding Principles									0	\$0
<b>Subtotal</b>	0	0	0	0	0	0	0	0	0	\$0
<b>Task E: Development of Alternatives</b>										
Task E.1: Administrative Draft Alternatives Report									0	\$0
Subtask E.1a: Fiscal Impact Analysis									0	\$0
Subtask E.1b: Transportation System Alternatives									0	\$0
Task E.2: Public Draft Alternatives Report									0	\$0
<b>Subtotal</b>	0	0	0	0	0	0	0	0	0	\$0
<b>Task F: General Plan Goals and Policy Development</b>										
Task F.1: Administrative Draft General Plan	16	14	66	24	144	8	24	8	304	\$43,980
Alternative VMT Thresholds									0	\$0
Task F.2: Administrative Draft Land Use and Circulation Diagrams									0	\$0
Task F.3: Preliminary Draft General Plan	4	3	20	4	46		2	2	81	\$11,765
Task F.4: Public Draft General Plan	2		6		8	4		4	24	\$3,250
Task F.5: General Plan Consultation and Referrals									0	\$0
<b>Subtotal</b>	22	17	92	28	198	12	26	14	409	\$58,995
<b>Task G: Environmental Impact Report</b>										
Task G.1: Staff Work Session on Program EIR Preparation			6		6				12	\$2,010
Task G.2: Notice of Preparation	1		1		6			1	9	\$1,210
Task G.3: Scoping Meeting			6		4				10	\$1,295
Task G.4: Administrative Draft Program EIR	30	11	92	164	370	16	21	16	720	\$100,580
Task G.5: Staff Review/Screen Check Draft Program EIR	4		20	12	20		6	4	66	\$9,810
Task G.6: Draft Program EIR	4		12	8	20			12	56	\$7,640
<b>Subtotal</b>	39	11	137	196	420	16	29	34	882	\$124,045
<b>Task H: Community Outreach and Engagement</b>										
Task H.1: Community Engagement Strategy									0	\$0
Task H.2: Branding and Project Logo									0	\$0
Task H.3: Set Up Online Engagement									0	\$0
Task H.4, H.10, H.18, H.25: Newsletter #1, 2, 3, and 4									0	\$0
Task H.5, H.9, H.13, H.16, H.20, H.23: GPAC #1 - #6									0	\$0
Task H.6 (18 additional GPAC meetings)									0	\$0
Task H.7: Community Workshop #1: Project Initiation									0	\$0
Task H.8: Joint Study Session #1, Introduction to the General Plan Update									0	\$0
Task H.11: Joint Study Session #2, Review Existing Conditions Report									0	\$0
Task H.12: Community Workshop #2, Issues and Opportunities Identification									0	\$0
Task H.14: Joint Study Session #3, Review Issues and Opportunities Report									0	\$0
Task H.15: Community Workshop #3, Vision and Guiding Principles									0	\$0
Task H.17: Joint Study Session #4, Vision and Guiding Principles									0	\$0
Task H.19: Community Workshop #4, Alternative Choices									0	\$0
Task H.21: Planning Commission Meeting									0	\$0
Task H.22: Town Council Meeting									0	\$0
Task H.24: Joint Study Sessions #5, #6, and #7									0	\$0
Task H.26: Community Workshop #5, Draft General Plan									0	\$0
Task H.27: Online Engagement									0	\$0
Task H.28: Ongoing Communication									0	\$0
Task H.29: Pop-up Booth for Festivals and Events									0	\$0
<b>Subtotal</b>	0	0	0	0	0	0	0	0	0	\$0
<b>Task I: Certification of EIR and Adoption of the General Plan</b>										
Task I.1: Response to Comments	6		30	20	40			4	100	\$15,030
Task I.2: Mitigation, Monitoring, and Reporting Program	1		6	6	12				25	\$3,680
Task I.3: Final Program EIR	1		8	8	8			12	37	\$4,770
Task I.4: Planning Commission Hearing	6		6						12	\$2,490
Task I.5: Town Council Hearings (2)	12		12						24	\$4,980
Task I.6: Final General Plan Documents	2		11		24	4		4	45	\$6,095
Task I.7: Town Council Adoption Hearing	6		6						12	\$2,490
Task I.8: Web-Based General Plan									0	\$0
<b>Subtotal</b>	34	0	79	34	84	4	0	20	255	\$39,535
<b>Project Management</b>										
<b>Subtotal</b>	16		32					32	80	\$12,000
<b>TOTAL</b>										
Total Hours	119	36	394	282	774	37	67	104	1,813	
2018 Billing Rates (subject to change every January 1st)	\$230	\$215	\$185	\$150	\$120	\$105	\$115	\$75		
Labor Subtotals	\$27,370	\$7,740	\$72,890	\$42,300	\$92,880	\$3,885	\$7,705	\$7,800		\$262,570
Direct Expenses (e.g., printing, travel, Engagement HQ fee)										\$15,000
<b>TOTAL COST</b>										<b>\$277,570</b>
<b>CONTINGENCY (10%)</b>										
Contingency (10%)										

Town of Los Gatos General Plan Update Budget <sup>(1)(2)</sup>  
Mintier Harnish

PHASES/TASKS	Fehr & Peers								TOTAL HOURS	TOTAL COST
	HAYNES Principal	CHURCH Project Manager	COLES Planner/ Engineer	Planner/ Engineer	MILAM 743 Expert	SB	GIS/ Graphics	Admin		
<b>Task A: Project Initiation</b>										
Task A.1: Project Scoping, Kick-off Meeting, and Town Tour	4	6	8				1	19	\$3,795	
Task A.2: Assemble GIS Data and Prepare Base Maps								0	\$0	
Task A.3: Existing Data Collection and Compilation								0	\$0	
<b>Subtotal</b>	<b>4</b>	<b>6</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>19</b>	<b>\$3,795</b>	
<b>Task B: Prepare Background Report</b>										
Task B.1: Administrative Draft Existing Conditions Background Report	6	44	44	90	2	32	14	232	\$36,780	
Task B.2: Public Draft Background Report								0	\$0	
Task B.3: General Plan Audit Report								0	\$0	
<b>Subtotal</b>	<b>6</b>	<b>44</b>	<b>44</b>	<b>90</b>	<b>2</b>	<b>32</b>	<b>14</b>	<b>232</b>	<b>\$36,780</b>	
<b>Task C: Identify Community Issues, Opportunities, and Constraints</b>										
Task C.1: Administrative Draft Issues and Opportunities Summary								0	\$0	
Task C.2: Public Draft Issues and Opportunities Summary								0	\$0	
Task C.3: Final Issues and Opportunities Summary								0	\$0	
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	
<b>Task D: Development of General Plan Vision</b>										
Task D.1: Administrative Draft Vision and Guiding Principles								0	\$0	
Task D.2: Public Draft Vision and Guiding Principles								0	\$0	
Task D.3: Final Vision and Guiding Principles								0	\$0	
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	
<b>Task E: Development of Alternatives</b>										
Task E.1: Administrative Draft Alternatives Report								0	\$0	
Subtask E.1a: Fiscal Impact Analysis								0	\$0	
Subtask E.1b: Transportation System Alternatives	8	20	40	30			12	110	\$17,980	
Task E.2: Public Draft Alternatives Report							2	4	\$530	
<b>Subtotal</b>	<b>8</b>	<b>20</b>	<b>40</b>	<b>30</b>	<b>0</b>	<b>2</b>	<b>14</b>	<b>114</b>	<b>\$18,510</b>	
<b>Task F: General Plan Goals and Policy Development</b>										
Task F.1: Administrative Draft General Plan	4	16	12		4		5	41	\$8,485	
Alternative VMT Thresholds	4	24	6		20	2	7	63	\$15,175	
Task F.2: Administrative Draft Land Use and Circulation Diagrams		4	4			2	1	11	\$1,905	
Task F.3: Preliminary Draft General Plan								0	\$0	
Task F.4: Public Draft General Plan								0	\$0	
Task F.5: General Plan Consultation and Referrals								0	\$0	
<b>Subtotal</b>	<b>8</b>	<b>44</b>	<b>22</b>	<b>0</b>	<b>24</b>	<b>4</b>	<b>13</b>	<b>115</b>	<b>\$25,565</b>	
<b>Task G: Environmental Impact Report</b>										
Task G.1: Staff Work Session on Program EIR Preparation								0	\$0	
Task G.2: Notice of Preparation								0	\$0	
Task G.3: Scoping Meeting								0	\$0	
Task G.4: Administrative Draft Program EIR	8	56	154			8	19	245	\$40,495	
Task G.5: Staff Review/Screen Check Draft Program EIR	4	8	8				12	32	\$5,640	
Task G.6: Draft Program EIR								0	\$0	
<b>Subtotal</b>	<b>12</b>	<b>64</b>	<b>162</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>31</b>	<b>277</b>	<b>\$46,135</b>	
<b>Task H: Community Outreach and Engagement</b>										
Task H.1: Community Engagement Strategy								0	\$0	
Task H.2: Branding and Project Logo								0	\$0	
Task H.3: Set Up Online Engagement								0	\$0	
Task H.4, H.10, H.18, H.25: Newsletter #1, 2, 3, and 4								0	\$0	
Task H.5, H.9, H.13, H.16, H.20, H.23: GPAC #1 - #6								0	\$0	
Task H.6 (18 additional GPAC meetings)								0	\$0	
Task H.7: Community Workshop #1: Project Initiation								0	\$0	
Task H.8: Joint Study Session #1, Introduction to the General Plan Update								0	\$0	
Task H.11: Joint Study Session #2, Review Existing Conditions Report								0	\$0	
Task H.12: Community Workshop #2, Issues and Opportunities Identification								0	\$0	
Task H.14: Joint Study Session #3, Review Issues and Opportunities Report								0	\$0	
Task H.15: Community Workshop #3, Vision and Guiding Principles								0	\$0	
Task H.17: Joint Study Session #4, Vision and Guiding Principles								0	\$0	
Task H.19: Community Workshop #4, Alternative Choices								0	\$0	
Task H.21: Planning Commission Meeting								0	\$0	
Task H.22: Town Council Meeting								0	\$0	
Task H.24: Joint Study Sessions #5, #6, and #7		6						6	\$1,410	
Task H.25: Community Workshop #5, Draft General Plan		8						8	\$1,880	
Task H.27: Online Engagement								0	\$0	
Task H.28: Ongoing Communication								0	\$0	
Task H.29: Pop-up Booth for Festivals and Events								0	\$0	
<b>Subtotal</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>\$3,290</b>	
<b>Task I: Certification of EIR and Adoption of the General Plan</b>										
Task I.1: Response to Comments								0	\$0	
Task I.2: Mitigation, Monitoring, and Reporting Program								0	\$0	
Task I.3: Final Program EIR								0	\$0	
Task I.4: Planning Commission Hearing		4	4			2	2	12	\$2,030	
Task I.5: Town Council Hearings (2)	2	4	4				1	11	\$2,195	
Task I.6: Final General Plan Documents	2	4	4				1	11	\$2,195	
Task I.7: Town Council Adoption Hearing								0	\$0	
Task I.8: Web-Based General Plan								0	\$0	
<b>Subtotal</b>	<b>4</b>	<b>12</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>34</b>	<b>\$6,420</b>	
<b>Project Management</b>										
<b>Subtotal</b>								<b>0</b>	<b>\$0</b>	
<b>TOTAL</b>								<b>805</b>	<b>-</b>	
Total Hours	42	204	288	120	26	48	77	805	-	
2018 Billing Rates (subject to change every January 1st)	\$285	\$235	\$140	\$130	\$320	\$140	\$125	-	-	
Labor Subtotals	\$11,970	\$47,940	\$40,320	\$15,600	\$8,320	\$6,720	\$9,625	-	\$140,495	
Direct Expenses (e.g., printing, travel, Engagement HQ fee)									\$12,000	
<b>TOTAL COST</b>									<b>\$152,495</b>	
<b>CONTINGENCY <sup>(1)</sup></b>										
Contingency (10%)										



Town of Los Gatos General Plan Update Budget <sup>(1)(2)</sup>  
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PHASES/TASKS	Applied Development Economics (ADE)					TOTAL HOURS	TOTAL COST
	SVENSSON President	CHENG Senior Associate	DAYSOG Senior Associate	Production			
<b>Task A: Project Initiation</b>							
Task A.1: Project Scoping, Kick-off Meeting, and Town Tour	6					6	\$1,200
Task A.2: Assemble GIS Data and Prepare Base Maps						0	\$0
Task A.3: Existing Data Collection and Compilation						0	\$0
<b>Subtotal</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>\$1,200</b>
<b>Task B: Prepare Background Report</b>							
Task B.1: Administrative Draft Existing Conditions Background Report	48	60	60	10		178	\$28,450
Task B.2: Public Draft Background Report	4	8	8			20	\$3,200
Task B.3: General Plan Audit Report						0	\$0
<b>Subtotal</b>	<b>52</b>	<b>68</b>	<b>68</b>	<b>10</b>	<b>0</b>	<b>198</b>	<b>\$31,650</b>
<b>Task C: Identify Community Issues, Opportunities, and Constraints</b>							
Task C.1: Administrative Draft Issues and Opportunities Summary						0	\$0
Task C.2: Public Draft Issues and Opportunities Summary						0	\$0
Task C.3: Final Issues and Opportunities Summary						0	\$0
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>Task D: Development of General Plan Vision</b>							
Task D.1: Administrative Draft Vision and Guiding Principles						0	\$0
Task D.2: Public Draft Vision and Guiding Principles						0	\$0
Task D.3: Final Vision and Guiding Principles						0	\$0
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>Task E: Development of Alternatives</b>							
Task E.1: Administrative Draft Alternatives Report						0	\$0
Subtask E.1a: Fiscal Impact Analysis	60		24	4		88	\$15,940
Subtask E.1b: Transportation System Alternatives						0	\$0
Task E.2: Public Draft Alternatives Report						0	\$0
<b>Subtotal</b>	<b>60</b>	<b>0</b>	<b>24</b>	<b>4</b>	<b>0</b>	<b>88</b>	<b>\$15,940</b>
<b>Task F: General Plan Goals and Policy Development</b>							
Task F.1: Administrative Draft General Plan	8	8				16	\$2,800
Alternative VMT Thresholds						0	\$0
Task F.2: Administrative Draft Land Use and Circulation Diagrams						0	\$0
Task F.3: Preliminary Draft General Plan	2					2	\$400
Task F.4: Public Draft General Plan						0	\$0
Task F.5: General Plan Consultation and Referrals						0	\$0
<b>Subtotal</b>	<b>10</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>\$3,200</b>
<b>Task G: Environmental Impact Report</b>							
Task G.1: Staff Work Session on Program EIR Preparation						0	\$0
Task G.2: Notice of Preparation						0	\$0
Task G.3: Scoping Meeting						0	\$0
Task G.4: Administrative Draft Program EIR						0	\$0
Task G.5: Staff Review/Screen Check Draft Program EIR						0	\$0
Task G.6: Draft Program EIR						0	\$0
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>Task H: Community Outreach and Engagement</b>							
Task H.1: Community Engagement Strategy						0	\$0
Task H.2: Branding and Project Logo						0	\$0
Task H.3: Set Up Online Engagement						0	\$0
Task H.4, H.10, H.18, H.25: Newsletter #1, 2, 3, and 4						0	\$0
Task H.5, H.9, H.13, H.16, H.20, H.23: GPAC #1 - #6						0	\$0
Task H.6 (3 additional GPAC meetings)						0	\$0
Task H.7: Community Workshop #1: Project Initiation	6					6	\$1,200
Task H.8: Joint Study Session #1, Introduction to the General Plan Update						0	\$0
Task H.11: Joint Study Session #2, Review Existing Conditions Report						0	\$0
Task H.12: Community Workshop #2, Issues and Opportunities Identification						0	\$0
Task H.14: Joint Study Session #3, Review Issues and Opportunities Report						0	\$0
Task H.15: Community Workshop #3, Vision and Guiding Principles						0	\$0
Task H.17: Joint Study Session #4, Vision and Guiding Principles						0	\$0
Task H.19: Community Workshop #4, Alternative Choices	8					8	\$1,600
Task H.21: Planning Commission Meeting	8					8	\$1,600
Task H.22: Town Council Meeting	8					8	\$1,600
Task H.24: Joint Study Sessions #5, #6, and #7	8					8	\$1,600
Task H.26: Community Workshop #5, Draft General Plan	8					8	\$1,600
Task H.27: Online Engagement						0	\$0
Task H.28: Ongoing Communication						0	\$0
Task H.29: Pop-up Booth for Festivals and Events						0	\$0
<b>Subtotal</b>	<b>46</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>46</b>	<b>\$9,200</b>
<b>Task I: Certification of EIR and Adoption of the General Plan</b>							
Task I.1: Response to Comments						0	\$0
Task I.2: Mitigation, Monitoring, and Reporting Program						0	\$0
Task I.3: Final Program EIR						0	\$0
Task I.4: Planning Commission Hearing						0	\$0
Task I.5: Town Council Hearings (2)						0	\$0
Task I.6: Final General Plan Documents						0	\$0
Task I.7: Town Council Adoption Hearing						0	\$0
Task I.8: Web-Based General Plan						0	\$0
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>Project Management</b>							
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>TOTAL</b>	<b>174</b>	<b>76</b>	<b>92</b>	<b>14</b>	<b>0</b>	<b>356</b>	<b>-</b>
Total Hours							
2018 Billing Rates (subject to change every January 1st)	\$200	\$150	\$150	\$85			
Labor Subtotals	\$34,800	\$11,400	\$13,800	\$1,190			\$61,190
Direct Expenses (e.g., printing, travel, Engagement HQ fee)							\$6,000
<b>TOTAL COST</b>							<b>\$67,190</b>
<b>CONTINGENCY <sup>(1)</sup></b>							
Contingency (10%)							

Town of Los Gatos General Plan Update Budget <sup>(1)(2)</sup>  
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PHASES/TASKS	Urban Green			GRAND TOTAL
	HEID Principal	TOTAL HOURS	TOTAL COST	
<b>Task A: Project Initiation</b>				
Task A.1: Project Scoping, Kick-off Meeting, and Town Tour	6	6	\$1,350	\$16,555
Task A.2: Assemble GIS Data and Prepare Base Maps	0	0	\$0	\$2,660
Task A.3: Existing Data Collection and Compilation	0	0	\$0	\$5,840
<b>Subtotal</b>	<b>6</b>	<b>6</b>	<b>\$1,350</b>	<b>\$25,055</b>
<b>Task B: Prepare Background Report</b>				
Task B.1: Administrative Draft Existing Conditions Background Report	0	0	\$0	\$154,195
Task B.2: Public Draft Background Report	0	0	\$0	\$24,850
Task B.3: General Plan Audit Report	0	0	\$0	\$5,730
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$184,775</b>
<b>Task C: Identify Community Issues, Opportunities, and Constraints</b>				
Task C.1: Administrative Draft Issues and Opportunities Summary	0	0	\$0	\$4,420
Task C.2: Public Draft Issues and Opportunities Summary	0	0	\$0	\$4,900
Task C.3: Final Issues and Opportunities Summary	0	0	\$0	\$1,345
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$10,665</b>
<b>Task D: Development of General Plan Vision</b>				
Task D.1: Administrative Draft Vision and Guiding Principles	0	0	\$0	\$6,255
Task D.2: Public Draft Vision and Guiding Principles	0	0	\$0	\$5,610
Task D.3: Final Vision and Guiding Principles	0	0	\$0	\$1,685
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$13,550</b>
<b>Task E: Development of Alternatives</b>				
Task E.1: Administrative Draft Alternatives Report	20	20	\$4,500	\$39,110
Subtask E.1a: Fiscal Impact Analysis	0	0	\$0	\$16,280
Subtask E.1b: Transportation System Alternatives	0	0	\$0	\$18,320
Task E.2: Public Draft Alternatives Report	0	0	\$0	\$8,010
<b>Subtotal</b>	<b>20</b>	<b>20</b>	<b>\$4,500</b>	<b>\$81,720</b>
<b>Task F: General Plan Goals and Policy Development</b>				
Task F.1: Administrative Draft General Plan	8	8	\$1,800	\$110,825
Alternative VMT Thresholds	0	0	\$0	\$16,535
Task F.2: Administrative Draft Land Use and Circulation Diagrams	0	0	\$0	\$7,625
Task F.3: Preliminary Draft General Plan	0	0	\$0	\$37,775
Task F.4: Public Draft General Plan	0	0	\$0	\$11,180
Task F.5: General Plan Consultation and Referrals	0	0	\$0	\$2,720
<b>Subtotal</b>	<b>8</b>	<b>8</b>	<b>\$1,800</b>	<b>\$186,660</b>
<b>Task G: Environmental Impact Report</b>				
Task G.1: Staff Work Session on Program EIR Preparation	0	0	\$0	\$4,230
Task G.2: Notice of Preparation	0	0	\$0	\$1,750
Task G.3: Scoping Meeting	0	0	\$0	\$4,155
Task G.4: Administrative Draft Program EIR	0	0	\$0	\$161,595
Task G.5: Staff Review/Screen Check Draft Program EIR	0	0	\$0	\$20,890
Task G.6: Draft Program EIR	0	0	\$0	\$9,000
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$201,620</b>
<b>Task H: Community Outreach and Engagement</b>				
Task H.1: Community Engagement Strategy	0	0	\$0	\$4,190
Task H.2: Branding and Project Logo	0	0	\$0	\$1,900
Task H.3: Set Up Online Engagement	0	0	\$0	\$8,890
Task H.4: H.10, H.18, H.25: Newsletter #1, 2, 3, and 4	0	0	\$0	\$16,280
Task H.5: H.9, H.13, H.16, H.20, H.23: GPAC #1 - #6	0	0	\$0	\$28,110
Task H.6: (18 additional GPAC meetings)	0	0	\$0	\$46,980
Task H.7: Community Workshop #1: Project Initiation	6	6	\$1,350	\$7,490
Task H.8: Joint Study Session #1, Introduction to the General Plan Update	0	0	\$0	\$4,090
Task H.11: Joint Study Session #2, Review Existing Conditions Report	0	0	\$0	\$4,090
Task H.12: Community Workshop #2, Issues and Opportunities Identification	0	0	\$0	\$7,930
Task H.14: Joint Study Session #3, Review Issues and Opportunities Report	0	0	\$0	\$4,090
Task H.15: Community Workshop #3, Vision and Guiding Principles	12	12	\$2,700	\$12,610
Task H.17: Joint Study Session #4, Vision and Guiding Principles	0	0	\$0	\$4,090
Task H.19: Community Workshop #4, Alternative Choices	12	12	\$2,700	\$17,330
Task H.21: Planning Commission Meeting	8	8	\$1,800	\$8,170
Task H.22: Town Council Meeting	8	8	\$1,800	\$6,940
Task H.24: Joint Study Sessions #5, #6, and #7	0	0	\$0	\$17,275
Task H.26: Community Workshop #5, Draft General Plan	0	0	\$0	\$14,750
Task H.27: Online Engagement	0	0	\$0	\$8,420
Task H.28: Ongoing Communication	0	0	\$0	\$10,800
Task H.29: Pop-up Booth for Festivals and Events	0	0	\$0	\$4,880
<b>Subtotal</b>	<b>46</b>	<b>46</b>	<b>\$10,350</b>	<b>\$239,305</b>
<b>Task I: Certification of EIR and Adoption of the General Plan</b>				
Task I.1: Response to Comments	0	0	\$0	\$19,230
Task I.2: Mitigation, Monitoring, and Reporting Program	0	0	\$0	\$3,850
Task I.3: Final Program EIR	0	0	\$0	\$4,940
Task I.4: Planning Commission Hearing	0	0	\$0	\$9,060
Task I.5: Town Council Hearings (2)	0	0	\$0	\$13,595
Task I.6: Final General Plan Documents	0	0	\$0	\$16,850
Task I.7: Town Council Adoption Hearing	0	0	\$0	\$5,530
Task I.8: Web-Based General Plan	0	0	\$0	\$22,750
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$95,805</b>
<b>Project Management</b>				
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$66,820</b>
<b>TOTAL</b>	<b>80</b>	<b>80</b>	<b>-</b>	<b>7,320</b>
Total Hours	80	80	-	-
2018 Billing Rates (subject to change every January 1st)	\$225	-	-	-
Labor Subtotals	\$18,000	-	\$18,000	\$1,105,975
Direct Expenses (e.g., printing, travel, Engagement HQ fee)				\$500
<b>TOTAL COST</b>			<b>\$18,500</b>	<b>\$1,174,975</b>
<b>CONTINGENCY <sup>(1)</sup></b>				
Contingency (10%)				\$117,498

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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/21

ITEM NO: 9

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DATE: August 12, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Authorize the Town Manager to Execute the First Amendment to the Consultant Services Agreement with Mott MacDonald Group, Inc. for the Los Gatos Creek Trail to Highway 9 Trailhead Connector Project (CIP No. 832-4505) in an Amount Not to Exceed \$90,000 for a Total Contract Amount of \$576,747

**RECOMMENDATION:**

Authorize the Town Manager to execute the First Amendment to the Consultant Services Agreement with Mott MacDonald Group, Inc. for the Los Gatos Creek Trail to Highway 9 Trailhead Connector Project (CIP No. 832-4505) in an amount not to exceed \$90,000 for a total contract amount of \$576,747.

**BACKGROUND:**

The adopted Fiscal Year (FY) 2021/22-2025/26 Capital Improvement Program (CIP) Budget designates funding for the design of the Trailhead Connector Project (CIP No. 832-4505).

On October 1, 2019, the Town Council awarded a consultant services agreement in the amount of \$486,747 to Mott MacDonald Group, Inc. for the design and preparation of the final design documents for the Los Gatos Creek Trail to Highway 9 Trailhead Connector Project. The project is partially funded by \$343,000 of federal funds from the One Bay Area Grant, Cycle II. Since this is a federal-aid project on the State Highway System, the contracting and project delivery procedures must strictly follow the Federal Highway Administration (FHWA) and California Department of Transportation (Caltrans) guidelines.

A preliminary design of the project was presented to the Complete Streets and Transportation Commission (CSTC) and to the community in February 2020. The design included a switchback

**PREPARED BY:** WooJae Kim  
Town Engineer

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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 4

SUBJECT: Authorize the Town Manager to Execute the First Amendment to the Consultant Services Agreement with Mott MacDonald Group, Inc. for the Los Gatos Creek Trail to Highway 9 Trailhead Connector Project (CIP No. 832-4505) in an Amount Not to Exceed \$90,000 for a Total Contract Amount of \$576,747

DATE: August 12, 2021

BACKGROUND (continued):

ramp structure for pedestrians on the northern side of Highway 9 just west of the southbound Highway 17 offramp and a ramped path with a creek overcrossing on the southern side of Highway 9. Both the CSTC and the public provided valuable input and support for the project. On March 3, 2020, the Town Council approved the preliminary design and authorized staff to proceed with the final design. The project team developed the 35% completed design plans soon after, which were submitted to Caltrans for their review on April 6, 2020.

DISCUSSION:

As required for the Right of Way Certification process, the Town planned on obtaining an encroachment permit from Caltrans for the construction of the trail connectors as required for working on Caltrans right of way. During the review of the 35% design plans, Caltrans informed the Town that much of the land where the Los Gatos Creek Trail and the concrete lined channel for the creek are located (between Miles Avenue and just north of Highway 9) had been designated as “excess parcels” certified for sale.

Caltrans staff stated that an encroachment permit cannot be issued on excess parcels certified for sale. These excess parcels are remnants from the construction of Highway 17 and the concrete lined channel in the 1950’s. Caltrans provided maps from 1997 and 2010 that indicated the excess parcel designations, which were not readily available or relayed to the Town during the earlier phases of the project design. Caltrans was not clear why the property rights or easements for the Town were not established when the Los Gatos Creek Trail was constructed in this area in 1994.

Staff has been working extensively with Caltrans towards a resolution of this complicated land rights issue, which must be resolved before the project can receive the Right of Way Certification and the final project approvals from Caltrans. Following further discussions with Caltrans, staff will return to Council with a proposal regarding the land rights issue for Council’s consideration.

This property land rights issue, in addition to numerous additional research and studies required by Caltrans for the environmental clearance process, has impacted the project schedule and the initial design budget. An amendment to the consultant services agreement in the amount of \$90,000 is needed to complete the project design. Following is a list of additional services currently required:

- Additional project management services for the extended project duration

PAGE 3 OF 4

SUBJECT: Authorize the Town Manager to Execute the First Amendment to the Consultant Services Agreement with Mott MacDonald Group, Inc. for the Los Gatos Creek Trail to Highway 9 Trailhead Connector Project (CIP No. 832-4505) in an Amount Not to Exceed \$90,000 for a Total Contract Amount of \$576,747

DATE: August 12, 2021

DISCUSSION (continued):

- Additional meetings with Caltrans and the Town
- Additional topographic survey data as requested by Caltrans
- Additional soil sampling and testing required by Caltrans
- Additional structural calculations required by Caltrans
- Potential landscaping design needs

Currently, 65% design plans have been completed and submitted to Caltrans. Final design documents are now anticipated to be completed by early 2022. The current scope of services for Mott MacDonald Group includes support services during the bid, award and construction phases of the project, which will be delayed since the construction funding has not been secured. Staff will continue to actively pursue grant opportunities, but the earliest anticipated timeframe for construction funding is now early 2023. The proposed contract amendment will extend the contract term period for Mott MacDonald Group to December 31, 2023.

As the project progresses, staff will continue to update the Town Council, CSTC, and the public. Updates will also be posted on the project webpage on the Town's Connect Los Gatos website at <https://www.losgatosca.gov/ConnectLG>.

CONCLUSION:

Approval of the first amendment to the consultant services agreement with Mott MacDonald Group would allow the project to move forward with the final design.

FISCAL IMPACT:

There is sufficient funding in the FY 2021/22 CIP Budget to cover the amendment to the consultant services agreement for the Trailhead Connector Project.

Staff costs are tracked for all projects. Tracking of staff costs allows for accountability in the costs of the project, recovery of costs for grant funded projects, and identification of future staffing needs. This project will utilize both full-time budgeted and part-time staff. The costs for full-time staff are accounted for in the Department's Operating Budget. Only part-time staff costs incurred will be charged to the project as necessary.

SUBJECT: Authorize the Town Manager to Execute the First Amendment to the Consultant Services Agreement with Mott MacDonald Group, Inc. for the Los Gatos Creek Trail to Highway 9 Trailhead Connector Project (CIP No. 832-4505) in an Amount Not to Exceed \$90,000 for a Total Contract Amount of \$576,747

DATE: August 12, 2021

FISCAL IMPACT (continued):

<b>Trailhead Connector Project Project 832-4505</b>		
	<b>Budget</b>	<b>Costs</b>
OBAG Cycle II Grant	\$ 343,000	
GFAR	\$ 333,044	
<b>Total Budget</b>	<b>\$ 673,440</b>	
Design Contract with Mott MacDonald		\$ 486,747
First Amendment to Design Contract		\$ 90,000
Part-Time Staff Cost (Design Phase)		\$ 90,000
Prior Year Expenditures (Advertising)		\$ 490
<b>Total Costs</b>		<b>\$ 667,237</b>
<b>Remaining Balance</b>		<b>\$ 6,203</b>

ENVIRONMENTAL ASSESSMENT:

The Town’s consultant has completed and submitted the required environmental studies and reports to Caltrans. The California Environmental Quality Act (CEQA) categorical exemption and National Environmental Protection Act (NEPA) categorical exclusion have been signed by Caltrans and submitted by Caltrans to the State Clearing House and the Notice of Exemption for the project has been posted.

Attachments:

1. First Amendment to Agreement for Consultant Services with Mott MacDonald Group
2. Original Agreement for Consultant Services



**FIRST AMENDMENT TO AGREEMENT  
TO THE  
AGREEMENT FOR CONSULTANT SERVICES**

**LOS GATOS CREEK TRAIL TO HIGHWAY 9 TRAILHEAD CONNECTOR  
PROJECT 18-832-4505**

This First Amendment to Agreement for Consultant Services for the Los Gatos Creek Trail to Highway 9 Trailhead Connector Project CIP No. 18-832-4505 amends that certain Agreement for Consultant Services dated October 1, 2019, made by and between the Town of Los Gatos, ("LOCAL AGENCY") and Mott MacDonald Group, Inc. ("CONSULTANT").

RECITALS

- A. The LOCAL AGENCY and CONSULTANT entered into an Agreement for Consultant Services on October 1, 2019, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. The LOCAL AGENCY desires to amend the agreement to increase the scope of work, increase compensation, and extend the term of the agreement.

AMENDMENT

- 1. ARTICLE I – Introduction is amended to read:  
The Contract Administrator for LOCAL AGENCY will be WooJae Kim, Town Engineer.
- 2. ARTICLE IV Performance Period (A.) is amended to read:  
The AGREEMENT shall end on 12/31/23, unless extended by AGREEMENT amendment.
- 3. ARTICLE V – Allowable Costs and Payments Task A Item E is amended to read:  
The total amount payable by Local Agency for Task A shall not exceed \$576,747.
- 4. Exhibit B – Cost Proposal is revised per the attached Exhibit B dated 06-30-21.  
The amount for Task A.11 Supplemental Reports and Services is hereby increased from \$49,935 to \$139,935 for additional reports and services to be performed as outlined in the Scope of Services.

Compensation shall be payable as outlined in the terms of the original Agreement.

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the LOCAL AGENCY and CONSULTANT have executed this Amendment.

LOCAL AGENCY

Town of Los Gatos by:

CONSULTANT by:

\_\_\_\_\_  
Laurel Prevetti, Town Manager

\_\_\_\_\_  
Chris Metzger, Senior Vice President

Department Recommendation:

\_\_\_\_\_  
Matt Morley  
Director of Parks and Public Works

Approved as to Form:

\_\_\_\_\_  
Robert Schultz, Town Attorney

Attest:

\_\_\_\_\_  
Shelley Neis, MMC, CPMC, Town Clerk

**REVISED EXHIBIT B – COST PROPOSAL**

COST PROPOSAL BY TASK  
(for progress payment purposes)

SUB TASK	DESCRIPTION	NOT TO EXCEED COST
<b>TASK A – BASIC SERVICES</b>		
Task A.1	Project Management and Coordination	\$26,960
Task A.2	Data Collection, Review and Site Visit	\$9,212
Task A.3	Surveys and Mapping	\$27,154
Task A.4	Utility Coordination	\$11,336
Task A.5	Preliminary Engineering	\$27,231
Task A.6	Environmental Studies and Documentation	\$42,991
Task A.7	Geotechnical Investigations and Reports	\$54,489
Task A.8	Right of Way Certification	\$4,400
Task A.9	Final Design	\$198,438
Task A.10	Coordination with Adjacent Agencies	\$6,601
<b>SUBTOTAL BASIC SERVICES</b>		<b>\$408,812</b>
Task A.11	Supplemental Reports and Services	\$49,935
Addendum No. 1		\$90,000
<b>AMENDED TOTAL TASK A.11</b>		<b>\$139,935</b>
<b>TOTAL NOT TO EXCEED TASK A</b>		<b>\$548,747</b>
<b>TOTAL NOT TO EXCEED TASK B AND TASK C</b>		<b>\$28,000</b>
<b>TOTAL AMENDED CONTRACT AMOUNT NOT TO EXCEED</b>		<b>\$576,747</b>

**AGREEMENT FOR CONSULTANT SERVICES**

**LOS GATOS CREEK TRAIL TO HIGHWAY 9 TRAILHEAD CONNECTOR PROJECT 18-832-4505**

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**ATTACHMENTS:**

- |  |  |
|--|--|
| <p>Exhibit A<br/>Exhibit B<br/>Exhibit C</p> | <p>Scope of Services<br/>Cost Proposals<br/>Caltrans Forms</p> <ul style="list-style-type: none"> <li>• Exhibit 10-O2 – Consultant Contract DBE Commitment</li> <li>• Exhibit 17-F – Final Report- Utilization of DBE and First Tier Subcontractors</li> </ul> |
|--|--|

## ARTICLE I – INTRODUCTION

This AGREEMENT is made and entered into on October 1, 2019 (*DATE*) by and between the TOWN OF LOS GATOS, a California municipal corporation, hereinafter referred to as, LOCAL AGENCY and Mott MacDonald Group, Inc., hereinafter referred to as, CONSULTANT, whose address is 2077 Gateway Place, Suite 550, San Jose, CA 95110. The CONSULTANT is incorporated in the State of Delaware.

The Project Manager for the CONSULTANT will be Teferi Abere, Principal Project Manager.

The Contract Administrator for LOCAL AGENCY will be Lisa Petersen, Assistant Public Works Director/Town Engineer.

This AGREEMENT is made with reference to the following facts.

The LOCAL AGENCY desires to engage CONSULTANT to provide professional engineering design services for the Los Gatos Creek Trail to Highway 9 Trailhead Connector Project.

The CONSULTANT represents and affirms that it is willing to perform the desired work pursuant to this AGREEMENT.

The CONSULTANT represents to LOCAL AGENCY that it possesses the professional skills, qualifications, experience, and resources necessary and has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession and to timely perform the services described in this AGREEMENT. The services performed by CONSULTANT will be in a manner consistent with that level of care and skill ordinarily exercised by other professional consulting firms providing similar services under similar circumstances at the time, and in the general vicinity where, the services are performed. CONSULTANT acknowledges LOCAL AGENCY has relied upon these representations to retain the CONSULTANT.

CONSULTANT shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws.

CONSULTANT shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

- A. The work to be performed under this AGREEMENT is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated August 29, 2019. The approved CONSULTANT's Scope of Services (Exhibit A) and Cost Proposal (Exhibit B) is attached hereto and incorporated by reference. If there is any conflict between the approved Scope of Services or Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- B. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, penalties, costs, losses and expenses, in law or equity, including without limitation, court costs and

reasonable attorneys' and expert witness fees, to the extent caused by the negligent acts, errors, or omissions, recklessness or willful misconduct on the part of CONSULTANT, or any of the CONSULTANT'S officers, employees, or agents or any sub-consultants. The provisions of this section shall survive termination or suspension of this AGREEMENT.

- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this AGREEMENT, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY. As an independent contractor it or its employees or agents shall not obtain any rights to retirement benefits or other benefits which accrue to LOCAL AGENCY employee(s).
- D. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- E. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- F. 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 LOCAL AGENCY. 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 reasonably cooperate with LOCAL AGENCY regarding litigation brought regarding the subject of CONSULTANT's work to be performed under this AGREEMENT. CONSULTANT shall be compensated for its time, and any costs and expenses 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.
- G. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or Subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- H. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- I. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## **ARTICLE II STATEMENT OF WORK**

CONSULTANT agrees to perform the services as outlined in "Exhibit A-Scope of Services" within the time frames specified therein, and "Exhibit B - Consultant's Cost Proposal" which are hereby incorporated by reference and attached.

### **ARTICLE III CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

### **ARTICLE IV PERFORMANCE PERIOD**

- A. This AGREEMENT shall go into effect on **October 1, 2019** ~~insert award date~~, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on 06/20/21, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

### **ARTICLE V ALLOWABLE COSTS AND PAYMENTS TASK A-**

- A. The method of payment for TASK A of this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this AGREEMENT. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall

be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this AGREEMENT. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work, unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Town of Los Gatos Parks and Public Works Department  
ATTN: Lisa Petersen, Assistant  
Public Works Director/Town Engineer Los  
Gatos Creek Trail to Highway 9 Trailhead  
Connector Project  
41 Miles Avenue Los Gatos, CA 95030

- E. The total amount payable by LOCAL AGENCY for TASK A shall not exceed \$458,747

**TASK B and TASK C**

- A. The method of payment for TASK B and TASK C shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$0.00 per approved Cost Proposal. This rate shall be for a fully equipped vehicle(s) specified in Article II Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in Exhibit B- Consultant's Cost Proposal.
- C. The method of payment for TASK B and TASK C of this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as



specified in Paragraph "J," of this Article shall not be exceeded unless authorized by AGREEMENT amendment.

- D. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$0. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- E. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- F. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- G. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article II Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- H. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- I. CONSULTANT will be reimbursed within thirty (30) days of receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY'S Contract Administrator at the following address:
- Town of Los Gatos Parks and Public Works  
Department ATTN: Lisa Petersen, Assistant  
Public Works Director/Town Engineer  
Los Gatos Creek Trail to Highway 9 Trailhead  
Connector Project 41 Miles Avenue  
Los Gatos, CA 95030
- J. The total amount payable by LOCAL AGENCY including the fixed fee for TASK B and TASK C shall not exceed \$ 28,000.
- K. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.
- L. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the

prevailing wage rates are reimbursable.

#### **ARTICLE VI TERMINATION**

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this Section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, except as provided in Article XI C. Upon termination, and upon receipt of payment by CONSULTANT, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

#### **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

## **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with California Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the CONSULTANT's work and services for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

## **ARTICLE IX AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by agreement of LOCAL AGENCY and CONSULTANT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and Subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and

disallowance of prior reimbursed costs.

- E. **CONSULTANT'S Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by California's Department of Transportation (Caltrans) Audit and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.**

1. **During a Caltrans A&I review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.**

**Accepted rates will be as follows:**

- a. **If the proposed rate is less than 150% - the accepted rate reimbursed will be 90% of the proposed rate.**
  - b. **If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be 85% of the proposed rate.**
  - c. **If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be 75% of the proposed rate.**
2. **If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.**
  3. **If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.**
  4. **CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the**

following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA- audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other AGREEMENTS executed between LOCAL AGENCY and the CONSULTANT, either as a prime or Subconsultant, with the same fiscal period ICR. The ICR period shall extend beyond the one-year period and shall be fixed for the life of the contract.

#### **ARTICLE X SUBCONTRACTING**

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between LOCAL AGENCY and any Subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its Subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its Subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this AGREEMENT shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. All subcontracts entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY for the work performed by such Subconsultants.
- E. Any substitution of Subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator in advance of assigning work to a substituted Subconsultant(s).

#### **ARTICLE XI EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator;

three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
  2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

#### **ARTICLE XII STATE PREVAILING WAGE RATES**

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer ([http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/DistrictRegion\\_Map\\_Construction\\_7-8-15.pdf](http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/DistrictRegion_Map_Construction_7-8-15.pdf))

These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. **General Prevailing Wage Rate Determinations** applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- D. **Payroll Records**
1. Each **CONSULTANT** and **Subconsultant** shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the **CONSULTANT** or **Subconsultant** in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a. The information contained in the payroll record is true and correct.
    - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the **CONSULTANT** under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by **LOCAL AGENCY** representative's at all reasonable hours at the principal office of the **CONSULTANT**. The **CONSULTANT** shall provide copies of certified payrolls or permit inspection of its records as follows:
    - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of **LOCAL AGENCY**, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to **LOCAL AGENCY**, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the **CONSULTANT**.
    - c. The public shall not be given access to certified payroll records by the **CONSULTANT**. The **CONSULTANT** is required to forward any requests for certified payrolls to the **LOCAL AGENCY** Contract Administrator by both email and regular mail on the business day following receipt of the request.
  3. Each **CONSULTANT** shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
  4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by **LOCAL AGENCY** shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the **CONSULTANT** or **Subconsultant** performing the work shall not be

marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
    2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
    3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
    4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the



prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

- a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
  6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.
- G. Hours of Labor
- Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

**H. Employment of Apprentices**

1. Where either the prime AGREEMENT or the sub agreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any Subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and Subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and Subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all Subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

**ARTICLE XIII CONFLICT OF INTEREST**

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or Subconsultant and any firm affiliated with the CONSULTANT or Subconsultant that bids on any construction contract or on any AGREEMENT to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

**ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY

shall have the right in its discretion; to terminate this AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from this AGREEMENT price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or LOCAL AGENCY appropriated funds have been paid, or will be paid by- or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any local, State or Federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
  2. If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed one hundred thousand dollars (\$100,000) and that all such sub recipients shall certify and disclose accordingly.

**ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California

that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code § 12990 and Title 2 CCR § 8103.

- B. During the performance of this AGREEMENT, CONSULTANT and its Subconsultants shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- C. CONSULTANT and Subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and Subconsultants shall comply with the provisions of the Fair Employment and Housing Act (California Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of California Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing California Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT, with regard to its work performed under this Agreement and to the extent the California Fair Employment and Housing Commission regulations are applicable to such work, shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49

CFR Part 21- Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

#### **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
  - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  - 3. Does not have a proposed debarment pending; and
  - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the FHWA.

#### **ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This AGREEMENT is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.
- B. The goal for DBE participation for this AGREEMENT is 15%. Participation by DBE Consultant or Subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-01), or in the Consultant Contract DBE Information (Exhibit 10-02) attached hereto and incorporated as part of the AGREEMENT. If a DBE Subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE Subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal,

complete and submit Exhibit 15-H: DBE Information - Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

- D. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The LOCAL AGENCY, CONSULTANT or Subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted contracts. Failure by CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as LOCAL AGENCY deems appropriate which may include:
  - 1) Withholding monthly progress payments;
  - 2) Disqualifying the CONSULTANT from future bidding as non-responsive.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f). If a DBE Subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE Subconsultant, if the goal is not otherwise met.
- F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the LOCAL AGENCY's Contract Administrator.
- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar

transactions, particularly those in which DBEs do not participate.

- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- L. If a DBE Subconsultant is decertified during the life of the AGREEMENT, the decertified Subconsultant shall notify CONSULTANT in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the AGREEMENT, the Subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

#### **ARTICLE XIX INSURANCE**

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance in compliance with the following:

##### **Minimum Scope of Insurance:**

- i. CONSULTANT agrees to have and maintain, for the duration of the AGREEMENT, General Liability insurance policies insuring it 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 AGREEMENT, an Automobile Liability insurance policy ensuring it 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 LOCAL AGENCY all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the LOCAL AGENCY before work commences.
- iv. CONSULTANT agrees to have and maintain, for the duration of the AGREEMENT, 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 LOCAL AGENCY, 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 LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the LOCAL AGENCY, 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 LOCAL AGENCY, 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.

**All Coverages.** 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 LOCAL AGENCY. Current certification of such insurance shall be kept on file at all times during the term of this AGREEMENT with the Town Clerk.

**Workers' Compensation.** 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 LOCAL AGENCY 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.

**Indemnification.** CONSULTANT shall save, keep, hold harmless and indemnify and defend the LOCAL AGENCY 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 the negligent act or omissions of the CONSULTANT, or any of the CONSULTANT's officers, employees, or agents or any Subconsultant.

- B. CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

#### **ARTICLE XX FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition,

this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the AGREEMENT under the 30-day termination clause pursuant to Article VI, or by mutual agreement of the parties to amend the AGREEMENT to reflect any reduction of funds.

#### **ARTICLE XXI CHANGE IN TERMS**

- A. No modification, waiver, mutual termination, or amendment of this AGREEMENT is effective unless made in writing and signed by the LOCAL AGENCY and the CONSULTANT.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY'S Contract Administrator.
- C. There shall be no change in CONSULTANT'S Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY'S Contract Administrator.

#### **ARTICLE XXII CONTINGENT FEE**

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE XXIII DISPUTES**

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after thirty (30) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this

AGREEMENT that is not disposed of by AGREEMENT shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Public Works Director, who may consider written or verbal information submitted by CONSULTANT.

- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.
- D. In any dispute over any aspect of the AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

#### **ARTICLE XXIV INSPECTION OF WORK**

CONSULTANT and any Subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT including review and inspection on a daily basis.

#### **ARTICLE XXV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Division 1, Section 591 of the California Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this AGREEMENT, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

#### **ARTICLE XXVI OWNERSHIP OF DATA**

- A. It is mutually agreed that subject to CONSULTANT's receipt of payment for its services under this AGREEMENT all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by LOCAL AGENCY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this AGREEMENT. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the AGREEMENTS as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other AGREEMENT products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

#### **ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to reasonably cooperate with LOCAL AGENCY.
- B. CONSULTANT's consultation or testimony will be reimbursed at CONSULTANT's then current hourly rates of compensation plus any costs and expenses.

**ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this AGREEMENT are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except as may be required by any law, regulation or government or court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this AGREEMENT, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

**ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

**ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

#### **ARTICLE XXXI RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.
  
- B. No retainage will be held by the LOCAL AGENCY from progress payments due the CONSULTANT. Any retainage held by the CONSULTANT or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within thirty (30) calendar days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR §26.29) requires that any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Business and Professions Code §7108.5. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

#### **ARTICLE XXXII NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

**CONSULTANT:**

MOTT MACDONALD GROUP, INC.  
ATTN: Chris Metzger, Senior Vice President  
2077 GATEWAY PLACE, SUITE 550  
SAN JOSE, CA 95110

**LOCAL AGENCY:**

Town of Los Gatos - Parks and Public Works Department  
ATTN: Lisa Petersen, Assistant Public Works Director/Town Engineer  
41 Miles Avenue  
Los Gatos, CA 95030

**ARTICLE XXXIII AGREEMENT**

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

**ARTICLE XXXIV SIGNATURES**

Recommended by Department Head:



WHEREOF, THE LOCAL AGENCY AND CONSULTANT HAVE EXECUTED THIS AGREEMENT.

**TOWN OF LOS GATOS by:**

  
\_\_\_\_\_  
Laurel Prevetti, Town Manager

**CONSULTANT by:**

  
\_\_\_\_\_  
Signature

Chris Metzger, Senior Vice President  
Printed Name and Title

**Approved as to Form:**

  
\_\_\_\_\_  
Robert Schultz, Town Attorney

**Attest:**

 10/17/19  
\_\_\_\_\_  
Shelley Neis, CMC, Town Clerk

# EXHIBIT A

## SCOPE OF SERVICES



## **EXHIBIT A – SCOPE OF SERVICES**

We have prepared the following scope of services to address the Town’s requested scope in the RFP and additional requirements we anticipate from Caltrans for the successful completion of the project. The design services scope of work is divided into 11 major tasks as follows:

### **TASK A – Design Services**

**Mott MacDonald will provide all design services, including but not limited to:**

- Project management
- Preliminary engineering
- Environmental studies and documentation
- Utility coordination and right-of-way
- Permits and coordination with other agencies
- Surveys and mapping
- Geotechnical investigations and reports
- Structural and final design and development of all contract documents
- Obtaining the authorization to proceed to construction from Caltrans for the Los Gatos Creek Trail to Highway 9 Trailhead Connector Project as described below.

All work for Task A is to be completed within 18 months from the execution of this agreement. Monthly progress payments shall be made based on the percent complete of each task and shall be based on the not to exceed cost per task as shown in Exhibit B – Cost Proposals by Task.

### **BASIC SERVICES (Tasks A.1 – A.10)**

#### **Task A.1 Project Management and Coordination**

The Town will serve as the contract manager and direct liaison between Mott MacDonald and Caltrans District 4 Division of Local Assistance; however, Mott MacDonald will provide support to the Town regarding the project steps necessary to deliver the federally funded project consistent with Caltrans and federal reimbursement requirements.

Mott MacDonald will provide project management for each task for the entire duration of the project. Management activities will consist of planning and supervision of all project development tasks, project administration, project meetings, project coordination, and maintaining quality control as stated below.

#### **Supervision**

- Oversee technical work by Mott MacDonald Team members, including subconsultants
- Ensure compliance with Town of Los Gatos, Caltrans, Santa Clara Valley Water District processes, codes and standards
- Interface with Caltrans staff to maintain format consistency of all deliverables
- Establish and maintain project files
- Create, monitor, and update the project schedule, including reporting monthly on progress and recommending and implementing adjustments as required

- Develop a work plan so that the project remains on budget and schedule
- Create and implement a Risk Management Plan in accordance with Caltrans requirements

#### **Administration**

- Prepare and submit monthly progress reports that identify work performed on each task from the preceding month
- Engage subconsultants contractually to ensure all contractual obligations are met by all team members
- Provide monthly invoices by task that identify percentage complete of each task, expense charges, and subconsultant charges, with support documentation for direct expenses and other charges

#### **Project Meetings**

The Mott MacDonald Team will be responsible for planning, leading, and preparing documentation for project meetings, including preparing and submitting agendas, meeting materials, and meeting minutes for each meeting. The team will attend the following meetings:

- One (1) kick-off meeting with the Project Team to review and refine the scope of work, work plan, and schedule
- In-person PDT meetings with Caltrans and SCVWD staff and subconsultant team members, as required, to review deliverables and resolve comments
- Monthly in-person or teleconference meetings with Town staff, key stakeholders, or other agencies
- Conducting field reviews/meetings as needed

A total of ten (10) meetings are budgeted for this project.

#### **Coordination**

- Develop a list of project stakeholders for coordination during project design
- Provide and distribute contact information for all project team members
- Track action items for the Town
- Prepare all submissions for the Town to submit to Caltrans Local Assistance

#### **Quality Control**

- Perform a thorough review and verification of correction by an independent reviewer
- Take corrective actions to rectify findings of non-compliance by a QA/QC review
- Document quality reviews, and make findings and corrective actions available for Town's review

#### **Deliverables:**

- Meeting agenda and minutes
- Field review logs
- Submittal, Action and Decision documentation logs
- Tracking spreadsheets
- Caltrans submissions
- Project Schedule
- Project Work Plan
- Risk Management Plan
- Progress Reports

- Invoices

### **Task A.2 Data Collection, Review, and Site Visit**

The Mott MacDonald Team will review all available information provided by Town of Los Gatos, Caltrans, Santa Clara Valley Water District, and other agencies, which will include the following items:

- Previous studies, reports, and documents
- As-built plans
- Utility information
- Aerial photos and mapping
- Survey control data
- Existing right-of-way information
- Geotechnical reports
- Town's adopted Bicycle and Pedestrian Master Plan and other documents related to the project
- Funding parameters and obligations
- Review Town of Los Gatos Standard Specifications and Details for Construction, 2018 Caltrans Standard Specifications and Standard Plans, California Manual of Uniform Traffic Control Devices (CA MUTCD 2014 Revision 3) and other controlling design standards as appropriate

Although the team has already visited the project site multiple times and is very familiar with the project area, we will conduct a field review with the Project Manager and key project staff, to envision the project issues, identify and document concerns, and photograph key aspects that will affect the overall project development effort. The team will produce field notes, photos, and field measurements for use in the project development.

#### **Deliverables:**

- Field notes
- Photos
- Video of existing site conditions
- Location of utilities within project area
- Summary or diagram of existing conditions highlighting any special/potential conditions that may affect the final design
- Summary of ADA standards and trail guidelines applicable to the project

### **Task A.3 Surveys and Mapping**

The Mott MacDonald Team, with R.E.Y Engineers leading the surveying effort, will perform design topographic surveys and right-of-way mapping for the project. The topographic information will be compiled to create an existing conditions base map in AutoCAD.

#### **Right-of-way Mapping**

R.E.Y. will provide record right-of-way mapping of the project area. Right of way will be based upon preliminary title reports, record maps, deeds, Caltrans right-of-way maps, SCVWD right-of-way maps, and assessor maps. The Town will provide preliminary title reports, if required.

#### **Topographic Mapping**

R.E.Y. will perform a topographic survey for design purposes of the project site. R.E.Y. will conduct a detailed field survey to review and record existing conditions in the project area to identify any unusual or special conditions that may affect the design or construction of the project. The field survey for the project area shall include at a minimum, the location of existing facilities, including but not limited to:

- Los Gatos Creek
- The Los Gatos Creek Trail and adjacent land area
- Roadways
- Sidewalks
- Curbs
- Gutters
- Ramps
- Highway 9 overcrossing including the embankments and structural components
- Utilities (above, below, and attached to bridge structure if any).
- Flood control facilities
- Waterways
- Outfalls
- Trees greater than 6" DBH with tree species identified
- Any existing irrigation facilities
- Fences and Gates

Survey shall extend sufficiently beyond the project area to demonstrate proper post project drainage. R.E.Y. will prepare topographic and aerial mapping at a scale of 1"=20' for use in the project design.

**Deliverables:**

- Base map(s) in AutoCAD format and survey data sheets
- Right of Way Mapping

**Task A.4 Utility Coordination**

The complete effort related to utilities for this project includes accurately identifying and mapping existing utilities, identifying and defining any relocations or modifications required by the project, and documenting utilities (those affected and those not affected) in accordance with Caltrans policies.

Mott MacDonald will coordinate early with utility companies to confirm any potential conflicts with existing overhead and underground utilities within the project area. This effort will include the following tasks:

- Develop utility contacts lists and relocation tracking database
- Prepare Utility "A" letters for the Town's signature requesting existing utility information from utility owners within the project vicinity during the preliminary design phase
- Schedule and conduct utility coordination meetings with utility owners. Prepare/distribute meetings agendas in advance of each meeting and prepare/distribute meeting minutes within three working days
- Prepare Utility "B" letters (Notice to Utility Owners of Conflict) for the Town's Signature at the 65% submittal milestone
- Prepare Utility Conflict Maps clearly delineating existing and proposed utilities in current and final locations. Location of proposed utilities in final locations will be based upon design information provided by the affected utility companies

- Prepare Utility “C” letters (Notice to Utility Owners to Relocate Conflicting Facilities) for the Town Signature at the 95% submittal milestone
- Provide support to the Town to determine liability for utility relocation costs and certify that all utility conflicts are addressed so that Utility Certification (part of ROW Certification) is obtained
- Prepare Utility Agreements to be executed with affected utility companies

**Deliverables:**

- ‘A’+‘B’+‘C’ Letters for Town signature requesting utility information
- AutoCAD basemap of existing utilities
- Encroachment Permit Applications for site access

**Task A.5 Preliminary Engineering**

Upon completion of the above and preparation of the base map, Mott MacDonald will develop a preliminary design for up to three alternatives of the project consistent with the project’s goals and budget. The preliminary plans will be to roughly a 15% design level and will include plan and profile exhibits over the project base mapping and aerials. The exhibits will allow the Town, stakeholders, and permitting agencies to understand the relative spatial impacts and design elements of the layout. We anticipate up to two (2) iterations of the preliminary design addressing the Town staff comments. The preliminary geometry will be developed considering cost, accessibility and connectivity, safety, design exceptions, environmental impacts, required permits, grading/drainage, right of way, utility relocation, geotechnical/retaining wall, ADA, extent of required demolition activities, construction phasing/staging, and future maintenance considerations.

The Mott MacDonald team will present final preliminary design at two (2) public meetings.

**Deliverables:**

- Preferred preliminary design and order of magnitude cost estimate for review with Town staff
- Up to three preliminary design alternatives developed to approximately 15% complete
- Presentation of preliminary design at two public meetings – Town to arrange meetings (assume three hours each)

**Task A.6 Environmental Studies and Documentation**

The Mott MacDonald Team expects that the suitable environmental clearance documents will be a NEPA Categorical Exclusion (CE) and a CEQA Categorical Exemption (CE). It is assumed that Caltrans will serve as the NEPA lead agency and approve the NEPA CE and that the Town will serve as the CEQA lead agency and adopt the CE.

**NEPA Environmental Technical Memos and Studies**

To support the environmental analysis of the project, the Mott MacDonald team, led by David J. Powers & Associates (DJP&A), will prepare the following technical memos:

- Traffic Technical Memo
- Air Quality (MTC PM2.5 exemption email)
- Water Quality Technical Memo (BMPs during construction)
- Biological Technical Memo:
  - Natural Environmental Study (Minimal Impacts)

- Section 4(f) Enhancement Concurrence Letter
- Cultural Resources Technical Memo
  - Archaeological/Historical Consultants (subconsultant):
    - Area of Potential Effects (APE) Map
    - Historic Property Survey Report (HPSR)
    - Archaeological Survey Report (ASR)
    - Equipment Staging Technical Memo

DJP&A will prepare the traffic, equipment staging, and water quality memo based on information provided by the Project Team. The memos will be prepared based on Caltrans' Standard Environmental Reference (SER) and submitted to the Town for review. DJP&A will revise the memos once and submit them back to the Town for submittal to Caltrans.

Based on review comments by Caltrans, DJP&A, with concurrence from the Town, will revise the memos once for resubmittal to Caltrans. Once the memos are deemed complete by Caltrans, they will issue the NEPA Categorical Exclusion (CE) for use by the City in obtaining federal funding. We believe that the project will qualify as a Categorical Exclusion under NEPA (23 CFR 771.117; (c) (3): Construction of bicycle and pedestrian lanes, paths, and facilities).

#### **CEQA Environmental Clearance**

Given the nature of the improvements proposed, we believe the project falls under a Class I Categorical Exemption under CEQA. The Class I exemption as identified in CEQA Section 15301, Existing Facilities (c), "Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes)." DJP&A will prepare a Categorical Exemption (CE) for the project and submit to Town staff for one round of review. Once approved, DJP&A will file the CE at the Santa Clara County Clerk's office and pay the \$50 filing fee on behalf of the Town.

#### **Deliverables:**

- Environmental studies and reports for Categorical Exclusion under NEPA
- Environmental studies and reports for Categorical Exemption under CEQA
- Documentation of activities required by the State Water Resources Control Board
- Incorporation of mitigation measures, if any, into final contract documents
- Location Hydraulic Study Form
- Summary Floodplain Encroachment Report Form

#### **Task A.7 Geotechnical Investigations Reports**

Mott MacDonald includes in this scope of services a geotechnical investigation and analysis, geotechnical analyses and preparation of Structures Preliminary Geotechnical Report (SPGR), Preliminary Foundation Report (PFR), and Foundation Report (FR) to support the preparation of the design and construction documents. The scope of geotechnical work includes coordination of an on-site geotechnical investigation, laboratory testing of retrieved soil samples, analysis and reporting of geologic and geotechnical conditions, and providing preliminary and final foundation and construction recommendations. The SPGR will be completed to support Caltrans type selection



process, prior to completion of the geotechnical investigation. The results of the geotechnical investigation will be incorporated in the PFR and FR documents as appropriate for Caltrans procedures.

The geotechnical investigation aims to collect data and soil samples enabling development of geotechnical design parameters for the proposed bridge and retaining wall structures. Mott MacDonald has reviewed previous geotechnical information available for the site by others. Those studies indicate that the subsurface soil comprises dense to very dense silty sand mixed with gravel. The existing highway bridge is founded on shallow spread footings near the creek and the abutments are supported on driven H-pile foundations approximately 40 feet deep. The geotechnical field investigation will comprise a program of near-surface utility clearance activity and drilling of two geotechnical boreholes shown at the proposed locations in Figure 16.

**Figure 1: Proposed Borehole Locations (Imagery from GoogleEarth Pro)**



Mott MacDonald will coordinate and provide subcontractors to complete the following services:

- **Utility Clearance:** In compliance with California law, Mott MacDonald will file a utility clearance ticket with Underground Service Alert (USA). This will require a site visit to identify proposed excavation and drilling locations. A utility locating subcontractor will complete utility clearance activities (electromagnetic detection) at the proposed locations for geotechnical investigation.
- **Geotechnical Drilling:** Mott MacDonald will procure the services of Pitcher Drilling, a union drilling contractor. Pitcher Drilling will complete one borehole to a maximum depth of 75 feet below site grades at the southerly abutment location of the proposed bridge. The intent of this borehole is to confirm that conditions are similar to those encountered and described in the contract documents for the construction of the adjacent Highway 9 bridge. Because of poor access, a similar borehole will not be completed at the northerly abutment. A second borehole will be completed on the shoulder of southbound Highway 9 at the location of the start of the existing wooded trail. This borehole will extend to a maximum depth of 50 feet (likely shallower) to characterize the subsurface stratigraphy for support of retaining structures and earthwork fills for construction of the proposed bicycle trail. Soil samples will be retrieved from the boreholes, visually characterized and logged in the field, and stored for transportation to a geotechnical laboratory. The soil boring data collected are used to identify stratigraphic details, soil strength parameters, and soil behavior. Mott MacDonald will obtain drilling permits as required by Santa Clara Valley Water District (SCVWD) and Caltrans requirements, and the explorations will be backfilled with neat cement grout in accordance with SCVWD requirements. To complete the geotechnical investigation, Mott MacDonald will rely on the Town to provide and coordinate access to the existing bicycle trail; Mott MacDonald will provide traffic control and safe working areas to minimize impacts to bicycle traffic.

- **Laboratory Testing:** Mott MacDonald will transport the soil samples obtained to the facility of Inspection Services, Incorporated (ISI), our geotechnical laboratory subcontractor. The soil samples will be tested for corrosivity (using a secondary corrosion specialist laboratory consultant), strength, and physical classification.
- **Analysis and Reporting:** Mott MacDonald will complete geotechnical analyses to develop design parameters and recommendations for deep foundations supporting the proposed bridge and retaining wall structures. The results of the geotechnical investigation, analysis, and recommendations will be documented within PFR, and FR in accordance with Caltrans geotechnical report guidance. An additional Geotechnical Design Report will be prepared in the form of a design memorandum documenting the analyses completed to prepare the PFR and FR. The recommendations in these reports will be directed to the design team for their preparation of plans and specifications for the project and include recommendations for foundation types, seismic information, and construction considerations. It will also include preliminary scour and corrosion evaluations, lateral earth pressure parameters, and seismic design parameters developed from simplified code procedures in AASHTO 2014 with Caltrans Amendments. No site-specific seismic hazard, site response analyses, or numerical pile-soil interaction analyses are anticipated as part of this work.

The preparation of this scope of services above relies on several assumptions documented below. Should the conditions encountered or project requirements vary from our assumptions, we would not embark on additional services without written authorization of the Town.

**Deliverables:**

- Geotechnical site investigation comprising two boreholes
- Structure Preliminary Geotechnical Report (for structural type selection)
- Preliminary Foundation Report
- Foundation Report
- Geotechnical Design Report (in technical memorandum format)

**Task A.8 Right of Way Certification**

We do not anticipate that right of way will be required for the project. Mott MacDonald will verify and prepare the appropriate right-of-way certification documents, in accordance with forms and guidelines in Chapter 14 of Caltrans Right of Way Manual. We will evaluate the right of way requirements for the Project. All project improvements including those necessary to accommodate stage construction and temporary access will be included in the evaluation. We will identify staging areas and temporary construction easements for use by the general contractor during construction.

**Deliverables:**

- Right-of-Way Certification, Utility Certification

**Task A.9 Final Design**

The Mott MacDonald team will develop and prepare the final design of the project improvements that include but are not limited to trail alignment and profiles, pre-fabricated pedestrian bridge, retaining wall, ramp structure, signing and striping, drainage improvements and stormwater treatment.

Improvements will be designed in accordance with the latest editions of the following Town of Los Gatos, Caltrans, and federal policies, procedures, practices, regulations, manuals and standards:



- Town of Los Gatos Standard Specifications and Details
- Caltrans Highway Design Manual
- Caltrans Standard Plans and Specifications (2018)
- California Manual of Uniform Traffic Control Devices (MUTCD)
- AASHTO “Green Book” – A Policy on Geometric Design of Highways and Street
- AASHTO – Roadside Design Guide
- Accessibility Guidelines for Outdoor Recreation and Trails
- Americans with Disabilities Act Accessibility Guidelines
- California Access Compliance Reference Manual
- Santa Clara Valley Urban Runoff Pollution Prevention Program

Mott MacDonald will prepare Plans, Specifications, and Estimates for final design of the preferred alternative at 35%, 65%, 95% and bid set milestone submittals. Comments received at each submittal will be incorporated into subsequent submittals. At each milestone level, we will monitor the cost estimate to ensure the project stays within the design completion budget and schedules. The following tasks will be performed.

- **35% Submittal:** Mott MacDonald will prepare 20-scale preliminary plans intended to allow the Town to review and comment upon the basic design concepts early in the process. At a minimum, plans include the Town’s Standard Cover Sheet and Title Sheet and all plan sheets that will be included in the final plan set at a 35% completion stage. A listing of all required details will also be provided. Existing conditions and base maps will be developed fully at this stage. The Standard Specifications and Special Provisions will be prepared at a 35% completion level, and the construction cost estimate will include all anticipated cost items with a 20% estimating contingency.
- Biggs Cardosa will prepare Structure Type Selection documents for the proposed bridge including a brief description of key design issues. Bridge General Plan, and Engineer’s Estimate of Probable Construction Costs.
- **65% submittal:** The Mott MacDonald Team will incorporate comments received from the preliminary plan review and prepare 65% PS&E which include all plan sheets developed to a 65% completion stage. It is anticipated that the 65% plan set will include the following plans:
  - Title sheet
  - General Notes
  - Survey Control Data
  - Typical Sections
  - Demolition Plan
  - Layout and Profile
  - Construction Details
  - Structures Plan
  - Structures Details
  - Retaining Walls
  - Drainage & Utility
  - Signing and Pavement Delineation
  - Water Pollution Control Plan

- Construction Staging and Traffic Handling Plan
  - Log of Test Borings
- Specifications and Special Provisions at the 65% level will include a complete table of contents with all special provisions necessary for the construction of the project identified. The construction cost estimate will be prepared and will include a 15% estimating contingency.
- **95% submittal:** The Mott MacDonald team will incorporate comments received from the 65% submittal. The 95% PS&E will be the fully developed set of contract documents including all plans sheets, Specifications and Special Provisions, details, and other contract documents necessary for the construction of the project. The construction cost estimate will be finalized and will include a 10% estimating contingency. Mott MacDonald will conduct an internal quality control review of the plans, Specifications, Special Provisions, and construction cost estimate prior to submitting the 95% complete set to coordinate contract documents and make information consistent between all documents.
- Following submission and review of the 95% submittal, Mott MacDonald will prepare and provide the Town with the final contract documents for use in the construction bid process. All contract documents (plans, Specifications, Special Provisions, and estimates) will be signed by the licensed professional engineer in charge of the design.

#### **Deliverables:**

- Five hard copy sets of D-size (24"x36") plans and three hard copy sets of B-size (11"x17") Plans
- Five hard copies of the Specifications, Special Provisions
- Five hard copies of Cost Estimates
- MS Word copy of Technical Specifications
- Excel spreadsheet copy of construction cost estimates
- Electronic copies (PDF format) of plans, Technical Specifications and cost estimates
- Plans AutoCAD files
- A signed and stamped mylar copy of the final approved plans
- Final contract documents

#### **Task A.10 Coordination with Stakeholder Agencies**

Mott MacDonald will coordinate with Caltrans and Santa Clara Valley Water District to determine the need for and obtain the necessary permits to allow for the construction of the project, including access and staging areas for the anticipated construction stages.

Mott MacDonald will prepare a Standard Encroachment Permit Application form TR-0100 and a Permit Engineering Evaluation Report form TR-0112. The Town will be responsible for Caltrans fees. This task includes budget for two rounds of revisions (Town and Caltrans comments) between application submittal and encroachment permit issuance. Note that supplemental forms and reports that will be submitted with the encroachment permit may change as a result of meetings with Caltrans staff throughout the permit approval process.

#### **Utility and ADA Certification**

Caltrans is likely to require several forms, signed by an agent of the Town, to show the project doesn't require major utility relocations, and meets the current ADA design standards. These forms would be prepared by and signed by the Town. However, Mott MacDonald would provide guidance and support in filling out these forms.

**Lane Closure Report (LCR)** – A LCR will be prepared to determine the duration of Highway 9 lane closures during construction of the Project. Lane closure calculations per Caltrans standard methodology will be performed and submitted to Caltrans for review and approval. This will also include Late Lane Closure Pickup calculations. It is assumed that 7 day 24 hour traffic counts will be provided, and no counts will be performed by the Mott MacDonald Team.

**Deliverables:**

- Standard Encroachment Permit Application Package and PEER
- ADA Certification
- Lane Closure Report
- Valley Water Encroachment Permit Application

**SUPPLEMENTAL REPORTS AND SERVICES - Task A.11**

These services or subtasks listed may or may not be required by Caltrans during the design phase process. Should any of the following sub tasks be required, the Consultant will provide the required cost proposal for the work and upon agreement, the Town will provide a written authorization to proceed with the subtask, with deliverables and lump sum payment identified.

There is no guarantee, either expressed or implied, that the services and costs shown for Task A.11 will be authorized in full.

**A.11-1 Construction Phase Authorization**

Mott MacDonald will support the Town in the preparation of the Request for Authorization to proceed (E-76) forms and exhibits for construction funding applications using procedures outlined in the Caltrans Local Assistance Procedures Manual. Forms include:

- Exhibit 3-D: Request for Authorization to Proceed with Construction
- Exhibit 3-E: Request for Authorization to Proceed Data Sheet
- Exhibit 3-O: Sample Federal-aid Project Finance Letter
- Exhibit 9-D: DBE Contract Goal Methodology
- Exhibit 12D: PS&E Checklist
- Exhibit 13A: Right of Way Certification for Local Assistance Project
- Exhibit 15A: Local Agency Construction Contract Administration Checklist
- Copy of FTIP/FSTIP Reference
- Completed Field Review Form 7B
- Approved NEPA document

**Deliverables:**

- Authorization from Caltrans to proceed with construction (E-76)

### **A.11-2 Wetland Technical Assessment**

**Field Surveys.** Impacts will occur to potentially regulated habitats on-site, thus H. T. Harvey & Associates will conduct the field work necessary to prepare a full report representing a delineation of Waters of the U.S./State on the site, which would serve as the Wetland Delineation/Wetland Technical Assessment for the NES. Data on the soils, vegetation, and hydrology within potential wetlands on the site are necessary in order to complete the assessment. H. T. Harvey & Associates propose to delineate the boundaries of Los Gatos Creek and the tributary that runs parallel and adjacent to the proposed trail ramp from eastbound Highway 9 according to methodologies outlined in the USACE Wetland Delineation Manual and other USACE guidance. To that end, a routine, on-site delineation of wetlands that occur in the project area will be conducted. In addition to wetlands, any other potentially jurisdictional features, including "other waters" of the U.S./State, will be delineated and described per USACE and RWQCB requirements. The extent and distribution of "riparian" habitats as defined by CDFW will also be mapped and described within the report and presented on accompanying figures.

**Wetland Technical Assessment.** H. T. Harvey & Associates will prepare a technical report summarizing the methods and results of the field survey of regulated habitats. This report will be prepared to report specifications developed by the Caltrans, USACE, RWQCB and CDFW and thus will be of sufficient detail for agency review and a jurisdictional determination (in the case of the USACE). It will include a brief description of existing conditions, description of field techniques employed in the delineation, wetland data sheets, and copies of aerial photographs and maps which show the extent of regulated habitats on the project site. This task includes time for HTH senior staff to attend a field site visit with the USACE to verify the delineation.

### **A.11-3 Extended Phase I Archaeological Survey Report**

**XPI Fieldwork.** Because the project area is sensitive for prehistoric archaeological sites, it is possible that Caltrans will require an Extended Phase I (XPI) Archaeological Survey Report for this project. XPI reports are used in situations where ordinary surface survey is insufficient to determine the presence or absence of cultural resources in a project area. An XPI proposal detailing the aims and methodology of the study is first prepared for Caltrans approval. After approval of the proposal, XPI fieldwork may begin. This proposal assumes that XPI fieldwork, if necessary, will be limited to hand excavation due to access constraints for heavy equipment in the project area. Hand excavation will include 50x50cm surface transect units and hand augering to identify the presence or absence of archaeological deposits. After completion of fieldwork, the XPI Report will be prepared and submitted to Caltrans PQS for review and approval.

**Extended Phase I Archaeological Survey Reports.** Draft and Final Extended Phase I Archaeological Survey Reports for submission by the City of Los Gatos to Caltrans will be prepared, following the guidelines in the Caltrans Standard Environmental Reference, Volume 2, Exhibit 5.2.

#### **Deliverables:**

- Wetland Technical Assessment Report
- Extended Phase I Archaeological Survey Report

### **A.11-4 Phase I ISA**

PARIKH will prepare Phase I Initial Site Assessment study report for the proposed project. ASTM recommends a 1.0-mile radius for the data search. Environmental Data Research Inc. (EDR Inc.) report study will be ordered using an approximate center of the project. The ISA study will be prepared to identify potential hazardous waste sites and evaluate environmental factors that may have impacted the soil groundwater quality within the project limits. The study will include data collection and documents research including historical land use based on study of aerial

photographs and other relevant documents. No field exploration and/or testing are included in this phase of the work.

**Deliverables:**

- Phase I ISA Report

**A.11-5 Additional Studies, Reports, Activities**

**Design Exception Fact Sheets**

Caltrans may require supplemental reports to seek approval of improvements that don't meet all of Caltrans design requirements. These studies include:

- Fact Sheet Exception for Mandatory Design Standards - Includes design standards that require Caltrans headquarters to approve
- Fact Sheet Exception for Advisory Design Standards - These are standards that the local district (District 4) can approve

During the meeting with Caltrans, Mott MacDonald will discuss potential elements that will require design exceptions and prepare a design exception fact sheet if needed. Mott MacDonald will work with Caltrans to minimize the amount of additional work needed for these fact sheets.

**Storm Water Data Report (SWDR)**

Caltrans may require a supplemental report to document the project's measures to mitigate the project's construction-related impacts to the regional water system. Depending on the project impact to Caltrans right of way, a SWDR will be prepared if required by Caltrans.

**A.11-6 Additional Plan Reviews or Design Services**

Additional budget request will be submitted in the instance that Caltrans or the Town provide more than one round of review comments to the different reports submitted for Caltrans review or request additional design services.

**TASK B – Bid Support Services**

**Task B.1 Bid Services**

Mott MacDonald will respond in writing to questions that arise during the bid phase and will prepare addendums, if necessary, which will be distributed by the Town of Los Gatos - Parks and Public Works Department. Each addendum will address cost implications to the project construction cost estimate. Mott MacDonald will prepare written responses to questions received and addenda in a format that can be easily posted to the Town's website. Following completion of bid stage, Mott MacDonald will incorporate any addenda into the final contract documents and will prepare the final "Conformed Contract Documents." Mott MacDonald will provide an electronic copy of the final Conformed Contract Documents, a signed and stamped mylar copy of the final conformed plans, and a hard copy of the final signed, approved, and stamped conformed Specifications, Special Provisions, and cost estimate. The electronic copy of the plans will be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications and estimate will be provided in both Microsoft Word/Excel format and PDF format.

A separate Notice to Proceed shall be issued by the Town prior to any work proceeding on Task B. All work on Task B shall be completed based on the project bid and award schedule in effect at the time of the Notice to Proceed.

## **TASK C – Construction Support Services**

### **Task C.1 Construction Support Services**

Mott MacDonald will provide the following construction support services as requested:

- Review of submittals and shop drawings for compliance with Contract Documents
- Review and response to Requests for Information, Requests for Change Orders, Quotes from Contractor
- Review of Contract Change Orders
- Review and tracking of results from materials testing for conformation to Contract Documents
- Field review and geotechnical monitoring during bridge installation
- Structural review and field monitoring during bridge installation
- Prepare design modifications if necessary due to unforeseen conditions

A separate Notice to Proceed shall be issued by the Town prior to any work proceeding on Task C. All work on Task C shall be completed based on the project construction schedule in effect at the time of the Notice to Proceed.

### **General Assumptions**

- The Town will furnish any available documents, as-builts, electronic files or information that may be required to complete the design aspect of this scope, including survey monument data and preliminary title reports.
- Town to provide Town's standard CAD border drawing to use for the project.
- Inspection and construction management services are not included in the scope of services.
- Scope does not include right-of-way engineering and right-of-way acquisitions.
- Drilling spoils must be off-hauled but are assumed to be nonhazardous for the purposes of disposal.
- Scour analysis is not required for the bridge supports as the channel is concrete-lined.
- Access to the proposed sites (particularly the bicycle trail) can be provided by the Town between the hours of 7am and 7pm, Monday-Friday (see Figure 6 for proposed locations).
- No point of investigation has been included on the north side of Highway 9 and conditions will be extrapolated from those represented in historical documents for the construction of the highway bridge.
- The Mott MacDonald Team will consider a variety of superstructure types and shapes in the preliminary phase but for the final design, a standard type prefabricated truss is assumed. The Mott MacDonald Team assumes that the superstructure will be designed by the manufacturer and the Construction Documents will include a prefabricated bridge option.
- Mott MacDonald also assumes that Caltrans will accept a prefabricated bridge option in their ROW and will approve the use of a prefabricated steel pedestrian bridge option that will be designed by the manufacturer.
- Mott MacDonald will prepare the design and calculations for the supports of the bridge and the walls.
- The scope of work and fees include a retaining wall at two locations as well as slab on grade ramps.
- Independent check of structural plans will be a red, yellow, and green check of the construction documents and structural calculations that will be performed after the 65% PS&E submittal.

- **PS&E Submittals will be provided at 35%, 65%, 95% and 100% completion levels. Agency reviews are limited to one round of comments consolidated to one set of redline plans, specifications and estimate redline comments per agency. Project Reports will be limited to one draft and one final version of each report. Additional PS&E submittal, agency reviews, and report submittals will be considered Extra Work unless submittals are deemed incomplete.**
- **Plans and specifications shall be prepared following standard Caltrans format as outlined in "Ready-to-List and Construction Contract Award Guide" published by Caltrans.**
- **The Consultant will prepare technical specifications (Caltrans Division 2 through 10) using the 2018 Caltrans Standard Special Provisions (SSPs). The 2018 Caltrans Standard Specifications and the 2018 Caltrans Standard Plans will be referenced in the design documents as applicable. The Town will provide all necessary boilerplate specifications.**
- **Construction Cost Estimates will be prepared based on readily available industry standards and past project experience. Construction Cost Estimates are the Consultant's estimate of the probable construction costs. Actual construction costs may vary based on varying industry trends and competitive Contractor bids and understanding of the project.**
- **Town reviews will be provided concurrently with other Agency reviews.**
- **The Construction Support Services scope of work and fee is assumed based on anticipated project development.**
- **In the event the project design changes and impacts jurisdictional or regulated habitats, a Wetland Technical Assessment (WTA) will be included as an optional task.**
- **In the event Caltrans requires an Extended Phase I (XPI) Archaeological Survey Report, this service will be included as an optional task. Note that if an XPI is needed, an additional 12-16 weeks would be added to the project schedule.**
- **Design scope and fee are based on an assumed maximum design duration of 18 months.**

# EXHIBIT B COST PROPOSALS



## COST PROPOSAL BY TASK (for progress payment purposes)

SUB TASK	DESCRIPTION	NOT TO EXCEED COST
<b>TASK A - BASIC SERVICES:</b>		
Task A.1	Project Management and Coordination	\$26,960
Task A.2	Data Collection, Review and Site Visit	\$9,212
Task A.3	Surveys and Mapping	\$27,154
Task A.4	Utility Coordination	\$11,336
Task A.5	Preliminary Engineering	\$27,231
Task A.6	Environmental Studies and Documentation	\$42,991
Task A.7	Geotechnical Investigations and Reports	\$54,489
Task A.8	Right of Way Certification	\$4,400
Task A.9	Final Design	\$198,438
Task A.10	Coordination with Adjacent Agencies	\$6,601
<b>SUBTOTAL BASIC SERVICES</b>		<b>\$408,812</b>
Task A.11	Supplemental Reports and Services	\$49,935
<b>TOTAL NOT TO EXCEED TASK A</b>		<b>\$458,747</b>
<b>TOTAL NOT TO EXCEED TASK B AND TASK C</b>		<b>\$28,000</b>
<b>TOTAL CONTRACT AMOUNT NOT TO EXCEED</b>		<b>\$486,747</b>

## TASK A – BASIC SERVICES

### EXHIBITS 10-H1 COST PROPOSALS

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS  
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant     Subconsultant

Consultant Mott MacDonald, LLC

Project No. TLG 18-832-4505, SCL 170028, CML-5067 (021)    Contract No. \_\_\_\_\_    Date 8/29/2019

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)	Teferi Abere	174	\$ 82.97	\$ 14,436.78
(QA/QC)	Mohammed Basma	16	\$ 115.4	\$ 1,846.40
(Sr. Project Engineer)	Tommy Cho	277	\$ 69.72	\$ 19,312.44
(Project Engineer)	Damtew Ayele	60	\$ 68.0	\$ 4,080.00
(Geotech Lead)	Martin Walker	25	\$ 78.13	\$ 1,953.25
(Geotech Engineer)	Faustas Buskevicius	56	\$ 52.0	\$ 2,912.00
(Geotech Engineer)	Morteza Khorshidi	153	\$ 42.3	\$ 6,471.90
(Engineer IV)	Jared Murphy	40	\$ 58.0	\$ 2,320.00
(Engineer III)	Lauren Sotir	202	\$ 40.87	\$ 8,255.74
(CAD Specialist)	Paola Burk	178	\$ 48.00	\$ 8,544.00

**LABOR COSTS**

- a) Subtotal Direct Labor Costs \$ 70,132.51
- b) Anticipated Salary Increases (see page 2 for calculation) \$ 1,257.29
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 71,389.80**

**INDIRECT COSTS**

- d) Fringe Benefits (Rate: 57.6%) e) Total Fringe Benefits [(c) x (d)] \$ 41,120.52
- f) Overhead (Rate: 95.5%) g) Overhead [(c) x (f)] \$ 68,177.26
- h) General and Administrative (Rate: 0%) i) Gen & Admin [(c) x (h)] \$ 0
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 109,297.78**

**FIXED FEES**

- k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** **\$ 18,068.76**

**1) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$352
Geotechnical Drilling			\$	\$16,675
Permit Fees			\$	\$1,850
Plan Sheets			\$	\$250
Laboratory Test			\$	\$4,400

- l) **TOTAL OTHER DIRECT COSTS** **\$ 23,527**

## m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

<u>Subconsultant 1: Biggs Cardosa Associates</u>	<u>\$105,020.00</u>
<u>Subconsultant 2: ActiveWavz Engineering</u>	<u>\$ 41,000.18</u>
<u>Subconsultant 3: David J. Powers &amp; Associates</u>	<u>\$ 64,065.68</u>
<u>Subconsultant 4: R.E.Y Engineers</u>	<u>\$ 26,378.03</u>

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 259990.71TOTAL COST [(c) + (j) + (k) + (n)] \$ 458747.05

## NOTES:

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL** Page 2 of 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$70,132.51	1181		\$59.38	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$59.38	+	3%	=	\$61.16	Year 2 Avg Hourly Rate
Year 2	\$61.16	+	3%	=	\$63.00	Year 3 Avg Hourly Rate
Year 3	\$63.00	+	3%	=	\$64.89	Year 4 Avg Hourly Rate
Year 4	\$64.89	+	3%	=	\$66.84	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	1181	=	472	Estimated Hours Year 1
Year 2	60.0%	*	1181	=	709	Estimated Hours Year 2
Year 3	0%	*	0	=	0	Estimated Hours Year 3
Year 4	0%	*	0	=	0	Estimated Hours Year 4
Year 5	0%	*	0	=	0	Estimated Hours Year 5
Total	100%		Total	=	1181	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$59.38	*	472	=	\$28,027.36	Estimated Hours Year 1
Year 2	\$61.16	*	709	=	\$43,362.44	Estimated Hours Year 2
Year 3	\$63.00	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$64.89	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$66.84	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$71,389.80	
	Direct Labor Subtotal before Escalation			=	\$70,132.51	
	Estimated total of Direct Labor Salary Increase			=	\$1257.29	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Chris Metzger Title \*: Sr. Vice President

Signature :  Date of Certification (mm/dd/yyyy): 08/29/2019

Email: Chris.Metzger@mottmac.com Phone Number: 408-876-6039

Address: 2077 Gateway Place, Suite 550 San Jose CA 95110

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Prepare Plans, Specification & Estimates for Los Gatos Creek Trail to Highway 9 Trailhead Connector Proje

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL, COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant  Subconsultant  2<sup>nd</sup> Tier Subconsultant

Consultant Biggs Cardosa Associates, Inc.

LOS GATOS CREEK TRAIL TO HIGHWAY

Project No. 9 TRAILHEAD CONNECTOR PROJECT

Contract No. \_\_\_\_\_

Date 8/20/2019

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Struct. Project Manager*	M. Harms	38	\$101.54	\$3,858.52
Associate	Varies	0	\$69.52	\$0.00
Engineering Manager	Varies	44	\$65.19	\$2,868.36
Senior Structures Engineer	Varies	216	\$61.16	\$13,210.56
Structures Project Engineer	Varies	140	\$53.08	\$7,431.20
Structures Staff Engineer	Varies	101	\$43.56	\$4,399.56
Structures Assistant Engineer	Varies	0	\$39.23	\$0.00
Senior Computer Drafter	Varies	72	\$51.35	\$3,697.20
Admin Services	Varies	0	\$46.15	\$0.00

LABOR COSTS

611

a) Subtotal Direct Labor Costs

\$35,465.40

b) Anticipated Salary Increases (see page 2 for sample)

\$2,145.66

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$37,611.06

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefit [(c) x (d)] \$0.00

f) Overhead (Rate: 152.03%) g) Overhead [(c) x (f)] \$57,180.09

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00

j) Total Indirect Costs [(e) + (g) + (i)]

\$57,180

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%

\$9,479

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Plotting & Reproduction (22x34)	40	EA	\$10.00	\$400.00
Plotting & Reproduction (11x17)	80	EA	\$2.00	\$160.00
Overnight Mail Service (Submittals)	5	EA	\$30.00	\$150.00
Overnight Mail Service (Documents)	5	EA	\$8.00	\$40.00

l) TOTAL OTHER DIRECT COSTS

\$750

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: \_\_\_\_\_

Subconsultant 2: \_\_\_\_\_

m) TOTAL SUBCONSULTANTS' COSTS

\$0

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]

\$750

TOTAL COST [(c) + (j) + (k) + (n)]

\$105,020

NOTES:

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All cost must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$35,465.40	611	=	\$58.04	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation	=		
Year 1	\$58.04	+	5.0%	=	\$60.95	Year 2 Avg Hourly Rate
Year 2	\$60.95	+	5.0%	=	\$63.99	Year 3 Avg Hourly Rate
Year 3	\$63.99	+	5.0%	=	\$67.19	Year 4 Avg Hourly Rate
Year 4	\$67.19	+	5.0%	=	\$70.55	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	0.00%	*	611.0	=	0.0	Estimated Hours Year 1
Year 2	80.00%	*	611.0	=	488.8	Estimated Hours Year 2
Year 3	20.00%	*	611.0	=	122.2	Estimated Hours Year 3
Year 4	0.00%	*	611.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	611.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	611.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$58.04	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$60.95	*	489	=	\$29,790.94	Estimated Hours Year 2
Year 3	\$63.99	*	122	=	\$7,820.12	Estimated Hours Year 3
Year 4	\$67.19	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$70.55	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$37,611.06	
	Direct Labor Subtotal before Escalation			=	\$35,465.40	
	Estimated total of Direct Labor Salary Increase			=	\$2,145.66	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.



EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

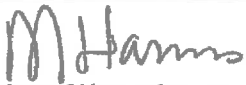
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Malvash Harms Title \*: Principal / Vice President

Signature:  Date of Certification (mm/dd/yyyy): 8/20/2019

Email: mharms@biggscardosa.com Phone Number: 408-296-5515

Address: 865 The Alameda San Jose CA 95126

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management Structural Engineering-design and bid support
---

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS  
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed  Prime Consultant  Subconsultant  2<sup>nd</sup> Tier Subconsultant

Consultant ActiveWayz Engineering, Inc.

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 05/29/2019

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	Admas Zewdie	92	\$ 75	\$ 6,900.00
(Sr. Civil Engineer)	Project Engineer	70	\$ 60	\$ 4,200.00
(Envir. Scientist)	Ermias Gebremedhin	152	\$ 40	\$ 6,080.00
(Inspector)**			\$	\$

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 17,180.00  
 b) Anticipated Salary Increases (see page 2 for calculation) \$ 518.78  
 c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 17,698.78

INDIRECT COSTS

d) Fringe Benefits (Rate: \_\_\_\_\_%) e) Total Fringe Benefits [(c) x (d)] \$ \_\_\_\_\_  
 Overhead (Rate: 110%) g) Overhead [(c) x (f)] \$ 19,468.66  
 h) General and Administrative (Rate: \_\_\_\_\_%) i) Gen & Admin [(c) x (h)] \$ \_\_\_\_\_  
 j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 19,468.66

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 % \$ 3,716.74

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	200	mile	\$0.58	\$116.00
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) TOTAL OTHER DIRECT COSTS \$ 116.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: \$ \_\_\_\_\_  
 Subconsultant 2: \$ \_\_\_\_\_  
 Subconsultant 3: \$ \_\_\_\_\_  
 Subconsultant 4: \$ \_\_\_\_\_

m) TOTAL SUBCONSULTANTS' COSTS \$ \_\_\_\_\_

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 116.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 41,000.18

NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
**(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**

Consultant ActiveWyrz Engineering

Contract No. \_\_\_\_\_

Date: 6/29/2019

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	3 Year Contract Duration Year 1 Avg Hourly Rate
\$17,180.00	314	\$ 54.71	

**2. Calculate hourly rate for all years (increase the Average Hourly Rate for a year by proposed escalation %)**

Year	Avg Hourly Rate	Proposed Escalation			Year Avg Hourly Rate
Year 1	\$54.71	3.0%	+	=	\$56.35
Year 2	\$56.35	3.0%	+	=	\$58.05
Year 3	\$58.05	3.0%	+	=	\$59.79
Year 4	\$59.79	3.0%	+	=	\$61.58
					0

**3. Calculate estimated hours per year (multiply estimate % each year by total hours)**

Year	Estimated % Completed Each Year	Total Hours per Cost Proposal		Total Hours per Year	Estimated Hours Year
2019	33.33%	314.0	+	=	104.7
2020	33.33%	314.0	+	=	104.7
2021	33.33%	314.0	+	=	104.7
Year 4	0.00%	314.0	+	=	0.0
Year 5	0.00%	314.0	+	=	0.0
<b>Total</b>	<b>100%</b>	<b>Total</b>			<b>314.0</b>

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

Year	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)		Cost per Year	Estimated Hours Year
Year 1	\$54.71	105	+	=	\$5,726.09
Year 2	\$56.35	105	+	=	\$5,897.88
Year 3	\$58.05	105	+	=	\$6,074.81
Year 4	\$59.79	0	+	=	\$0.00
Year 5	\$61.58	0	+	=	\$0.00
		<b>Total Direct Labor Cost with Escalation</b>		<b>=</b>	<b>\$17,698.78</b>
		<b>Direct Labor Subtotal before Escalation</b>		<b>=</b>	<b>\$17,180.00</b>
		<b>Estimated total of Direct Labor Salary Increase</b>		<b>=</b>	<b>\$518.78</b>

**NOTES:**

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases was granted.
- 4 Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Admas Zewdie, P.E. Title \*: President

Signature :  Date of Certification (mm/dd/yyyy): 03/25/2019

Email: admas@activewayz.engineering Phone Number: 408-219-5678

Address: 114 Woodhams Road, Santa Clara, CA 95051

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

- |   |
|---|
| Utility coordination<br>Right of Way certification<br>Quality control review<br>Construction staging and traffic handling plans<br>Water pollution control plans<br>Design exception fact sheet<br>Storm water data report; lane closure report |
|---|

Exhibit 10-H1 Cost Proposal Page 1 of 3

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts  
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed  
Consultant

Prime Consultant  
David J. Powers & Associates

Subconsultant

2nd Tier Subconsultant

Project No.

Contract No.

Date:

August 29, 2019

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	TBD	33	\$ 101.07	3335.31
Project Manager	TBD	100	\$ 33.00	3300.00
Graphic Artist	TBD	9	\$ 36.05	324.45
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 6,959.76  
 b) Anticipated Salary Increases (see page 2 for calculation) \$ -  
 c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 6,959.76

FRINGE BENEFITS

d) Fringe Benefits (Rate: 50.49% e) Total Fringe Benefits [(c) x (d)] \$ 3,513.98  
 f) Overhead (Rate: 0.00% g) Overhead [(c) x (f)] \$ -  
 h) General and Administrative (Rate: 117.89% i) Gen & Admin [(c) x (h)] \$ 8,204.86  
 j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 11,718.84

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00% \$ 1,867.86

D) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	119.34	mile	0.58	\$ 69.22
Permit Fees	1	units	50	\$ 50.00
Graphics	1	units	50	\$ 50.00
				\$ -
				\$ -
				\$ -
l) TOTAL OTHER DIRECT COSTS				\$ 169.22

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Archaeological/Historical Consultants \$ 17,845.00  
 Subconsultant 2: H.T. Harvey & Associates \$ 25,505.00  
 Subconsultant 3: \$ -  
 Subconsultant 4: \$ -  
 n) TOTAL SUBCONSULTANTS' COSTS \$ 43,350.00

o) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 43,519.22  
 TOTAL COST [(c) + (j) + (k) + (n)] \$ 64,065.68

NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**Exhibit 10-H1 Cost Proposal Page 2 of 3**

**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts**  
**( Calculations for Anticipated Salary Increases)**

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

<u>Direct Labor Subtotal</u> per Cost Proposal		<u>Total</u> Hours per Cost Proposal		Avg Hourly Rate	10 Year Contract Duration
\$ 6,959.76	/	142	=	\$49.01	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)**

	<u>Avg Hourly Rate</u>		<u>Proposed</u> Escalation			
Year 2	\$49.01	+	3%	=	\$50.48	Year 2 Avg Hourly Rate
Year 3	\$50.48	+	3%	=	\$52.00	Year 3 Avg Hourly Rate
Year 4	\$52.00	+	3%	=	\$53.56	Year 4 Avg Hourly Rate
Year 5	\$53.56	+	3%	=	\$55.16	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	<u>Estimated %</u> Completed Each Year		<u>Total</u> Hours per Cost Proposal		<u>Total Hours per</u> Year	
Year 1	100.00%	*	142	=	142	Estimated Hours Year 1
Year 2	0.00%	*	142	=	0	Estimated Hours Year 2
Year 3	0.00%	*	142	=	0	Estimated Hours Year 3
Year 4	0.00%	*	142	=	0	Estimated Hours Year 4
Year 5	0.00%	*	142	=	0	Estimated Hours Year 5
<b>Total</b>	<b>100%</b>		<b>Total</b>	<b>=</b>	<b>142</b>	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	<u>Avg Hourly Rate</u> (calculated above)		<u>Estimated</u> hours (calculated above)		<u>Cost per Year</u>	
Year 1	\$49.01	*	142	=	\$6,959.76	Estimated Hours Year 1
Year 2	\$50.48	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$52.00	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$53.56	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$55.16	*	0	=	\$0.00	Estimated Hours Year 5
	<b>Total Direct Labor Cost with Escalation</b>			<b>=</b>	<b>\$6,959.76</b>	
	<b>Direct Labor Subtotal before escalation</b>			<b>=</b>	<b>\$ 6,959.76</b>	
	<b>Estimated total of Direct Labor Salary Increase</b>			<b>=</b>	<b>\$0.00</b>	<b>Transfer to Page 1</b>

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
  
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Judy W. Shanley

Title\*: President

Signature:



Date of Certification (mm/dd/yyyy): 8/29/2019

Email: [jshanley@davidjpowers.com](mailto:jshanley@davidjpowers.com)

Phone Number: 408-454-3431

Address:

**\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.**

**List services the consultant is providing under the proposed contract:**

Complete NEPA (CE) and CEQA (CE) environmental review process.

Exhibit 10-H1 Cost Proposal Page 1 of 3

Actual Cost-Firm Fixed Fee or Lump Sum (Firm Fixed Price) contracts  
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant  Subconsultant  2nd Tier Subconsultant

Consultant

Archaeological/Historical Consultants

Project No.

Contract No.

Date:

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Daniel Shoup	58	\$ 65.00	3770.00
Archaeologist I	Kimberly Wong	38	\$ 37.50	1425.00
Historian I	Jennifer Ho	17	\$ 40.00	680.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 5,875.00  
 b) Anticipated Salary Increases (see page 2 for calculation) \$ 75.44  
 c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 5,948.44

FRINGE BENEFITS

d) Fringe Benefits (Rate: 45.00%) e) Total Fringe Benefits [(c) x (d)] \$ 2,676.80  
 f) Overhead (Rate: 65.00%) g) Overhead [(c) x (f)] \$ 3,866.48  
 h) General and Administrative (Rate: [Included in Overhead Rate]) i) Gen & Admin [(c) x (h)] \$ NA  
 j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 6,543.28

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00% \$ 1,249.17

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
NWIC Record Search	1	Search	528.32	\$ 528.32
Mileage	500	miles	0.58	\$ 290.00
Postage	10	stamps	0.55	\$ 5.50
Traffic Control	24	hours	120	\$ 2,880.00
Private Utility Locator	4	hours	100	\$ 400.00
				l) TOTAL OTHER DIRECT COSTS \$ 4,103.82

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: \$ -  
 Subconsultant 2: \$ -  
 Subconsultant 3: \$ -  
 Subconsultant 4: \$ -  
 m) TOTAL SUBCONSULTANTS' COSTS \$ -  
 n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 4,103.82  
 TOTAL COST [(c) + (j) + (k) + (n)] \$ 17,844.71

NOTES:

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.



**Exhibit 10-H1 Cost Proposal Page 2 of 3**

**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts**  
 ( Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

<u>Direct Labor Subtotal</u> per Cost Proposal		<u>Total</u> Hours per Cost Proposal	=	Avg Hourly Rate	10 Year Contract Duration
\$ 5,875.00	/	113		\$51.99	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	<u>Avg Hourly Rate</u>		<u>Proposed</u> Escalation	=		
Year 2	\$51.99	+	5%		\$54.59	Year 2 Avg Hourly Rate
Year 3	\$54.59	+	5%		\$57.32	Year 3 Avg Hourly Rate
Year 4	\$57.32	+	5%		\$60.19	Year 4 Avg Hourly Rate
Year 5	\$60.19	+	5%		\$63.20	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	<u>Estimated %</u> Completed Each Year		<u>Total</u> Hours per Cost Proposal	=	Total Hours per Year	
Year 1	75.00%	*	113		84.75	Estimated Hours Year 1
Year 2	25.00%	*	113		28.25	Estimated Hours Year 2
Year 3	0.00%	*	113		0	Estimated Hours Year 3
Year 4	0.00%	*	113		0	Estimated Hours Year 4
Year 5	0.00%	*	113		0	Estimated Hours Year 5
Total	100%		Total	=	113	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	<u>Avg Hourly Rate</u> (calculated above)		<u>Estimated</u> hours (calculated above)	=	Cost per Year	
Year 1	\$51.99	*	84.75		\$4,406.25	Estimated Hours Year 1
Year 2	\$54.59	*	28.25		\$1,542.19	Estimated Hours Year 2
Year 3	\$57.32	*	0		\$0.00	Estimated Hours Year 3
Year 4	\$60.19	*	0		\$0.00	Estimated Hours Year 4
Year 5	\$63.20	*	0		\$0.00	Estimated Hours Year 5
<b>Total Direct Labor Cost with Escalation</b>				=	<b>\$5,948.44</b>	
<b>Direct Labor Subtotal before escalation</b>				=	<b>\$ 5,875.00</b>	
<b>Estimated total of Direct Labor Salary Increase</b>				=	<b>\$73.44</b>	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**Exhibit 10-H1 Cost Proposal Page 3 of 3**

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Daniel Shoup

Title \*: Principal



Signature:

Date of Certification (mm/dd/yyyy): 5/20/2019

Email: [daniel.shoup@ahc-heritage.com](mailto:daniel.shoup@ahc-heritage.com)

Phone Number: 510-654-8635

Address: 609 Aileen Street, Oakland CA 94609

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

**List services the consultant is providing under the proposed contract:**

Cultural Resources documents for Caltrans environmental review.

**Exhibit 10-H1 Cost Proposal Page 1 of 3**

**Actual Cost-Plus-Fixed Fee or ~~Fixed Fee~~ (Firm Fixed Price) contracts**  
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed  Prime Consultant  Subconsultant  2nd Tier Subconsultant

Consultant **H. T. Harvey & Associates** Contract No. \_\_\_\_\_ Date: **May 28, 2019**

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Steve Rottenborn	5	\$ 87.50	437.50
Principal	Kelly Hardwicke	11	\$ 62.98	692.79
Senior Associate Ecologist			\$ 57.45	0.00
Associate Ecologist			\$ 50.72	0.00
Senior Ecologist 2	Mark Bibbo	29.25	\$ 45.19	1321.88
Senior Ecologist 1			\$ 40.99	0.00
Ecologist 2	Craig Fosdick	37	\$ 36.54	1351.92
Ecologist 1	Matthew Mosher	81	\$ 32.45	2628.61
Field Biologist 2			\$ 28.73	0.00
Field Biologist 1			\$ 25.48	0.00
Senior GIS Analyst	Mark Lagarde	1.25	\$ 50.00	62.50
GIS Analyst	Michele Childs	18.75	\$ 36.06	676.08
Technical Editor	Jessica Hughes	6	\$ 36.30	217.79
Senior Technical Support	Liesl Brass	1	\$ 38.70	38.70
Technical Support	Liza Bodistow	5	\$ 22.50	112.50

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 7,540.26  
 b) Anticipated Salary Increases (see page 2 for calculation) \$ -  
**c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 7,540.26**

**FRINGE BENEFITS**

d) Fringe Benefits (Rate: 100.70%) c) Total Fringe Benefits [(c) x (d)] \$ 7,592.79  
 f) Overhead (Rate: 104.40%) g) Overhead [(c) x (f)] \$ 7,871.71  
 h) General and Administrative (Rate: [Included in Overhead Rate]) i) Gen & Admin [(c) x (h)] \$ NA  
**j) TOTAL INDIRECT COSTS [(c) + (g) + (i)] \$ 15,464.50**

**FIXED FEE**

**k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00% \$ 2,308.48**

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		mile	0.58	\$ -
Motion-Sending Cameras		units	10	\$ -
Per Diem Lodging, Meals and Incidentals		night		\$ -
GIS Charges	20	hour	10	\$ 200.00
				\$ -
<b>l) TOTAL OTHER DIRECT COSTS</b>				<b>\$ 200.00</b>

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: \$ -  
 Subconsultant 2: \$ -  
 Subconsultant 3: \$ -  
 Subconsultant 4: \$ -  
**n) TOTAL SUBCONSULTANTS' COSTS \$ -**

**o) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 200.00**  
**TOTAL COST [(c) + (j) + (k) + (n)] \$ 25,585.24**

**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**Exhibit 10-H1 Cost Proposal Page 2 of 3**

**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts**  
**( Calculations for Anticipated Salary Increases)**

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

	<b>Direct Labor Subtotal per Cost Proposal</b>		<b>Total Hours per Cost Proposal</b>		<b>Avg Hourly Rate</b>	<b>10 Year Contract Duration</b>
	\$ 7,540.26	/	195.25	=	\$38.62	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)**

	<b>Avg Hourly Rate</b>		<b>Proposed Escalation</b>			
Year 2	\$38.62	+	3%	=	\$39.78	Year 2 Avg Hourly Rate
Year 3	\$39.78	+	3%	=	\$40.97	Year 3 Avg Hourly Rate
Year 4	\$40.97	+	3%	=	\$42.20	Year 4 Avg Hourly Rate
Year 5	\$42.20	+	3%	=	\$43.47	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	<b>Estimated % Completed Each Year</b>		<b>Total Hours per Cost Proposal</b>		<b>Total Hours per Year</b>	
Year 1	100.00%	*	195.25	=	195.25	Estimated Hours Year 1
Year 2	0.00%	*	195.25	=	0	Estimated Hours Year 2
Year 3	0.00%	*	195.25	=	0	Estimated Hours Year 3
Year 4	0.00%	*	195.25	=	0	Estimated Hours Year 4
Year 5	0.00%	*	195.25	=	0	Estimated Hours Year 5
<b>Total</b>	<b>100%</b>		<b>Total</b>	<b>=</b>	<b>195.25</b>	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	<b>Avg Hourly Rate (calculated above)</b>		<b>Estimated hours (calculated above)</b>		<b>Cost per Year</b>	
Year 1	\$38.62	*	195.25	=	\$7,540.26	Estimated Hours Year 1
Year 2	\$39.78	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$40.97	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$42.20	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$43.47	*	0	=	\$0.00	Estimated Hours Year 5
	<b>Total Direct Labor Cost with Escalation</b>			<b>=</b>	<b>\$7,540.26</b>	
	<b>Direct Labor Subtotal before escalation</b>			<b>=</b>	<b>\$ 7,540.26</b>	
	<b>Estimated total of Direct Labor Salary Increase</b>			<b>=</b>	<b>\$0.00</b>	<b>Transfer to Page 1</b>

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the #of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.(I.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Karin Hunsicker

Title \*: CEO

Signature: 

Date of Certification (mm/dd/yyyy): 8/12/2019

Email: [kshunsicker@harveyecology.com](mailto:kshunsicker@harveyecology.com)

Phone Number: 408.458.3206

Address: 983 University Ave, Bldg D, Los Gatos, CA 95032

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

**List services the consultant is providing under the proposed contract:**

Preparing a Natural Environment Study -- Minimal Impacts (NES-MI), including a site and tree survey. Performing a wetland delineation.

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS  
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant R.E.Y. Engineers, Inc.

Project No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Date \_\_\_\_\_

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Survey Project Manager*	Den Bustamante, FLS	15.0	\$ 64.58	\$ 968.70
Senior Technician	Coung Voong	50.0	\$ 47.32	\$ 2,366.00
Chief of Party**	TBD	48.0	\$ 49.07	\$ 2,355.36
Chairman/Rodman**	TBD	48.0	\$ 39.06	\$ 1,874.88
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total:				\$ 7,564.94

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 7,564.94
b) Anticipated Salary Increases (see page 2 for calculations)	\$ -
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 7,564.94</b>

**INDIRECT COSTS**

d) Fringe Benefits	Rate: <u>60.25%</u>	e) Total fringe benefits [(c) x (d)]	\$ 4,557.88
Overhead	Rate: <u>122.43%</u>	g) Overhead [(c) x (f)]	\$ 9,261.76
	Rate: _____		
h) General and Administrative	Rate: _____	i) Gen & Admin [(c) x (h)]	\$ -
		<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>	<b>\$ 13,819.63</b>

<b>FIXED FEE</b>	<b>h) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%</b>	<b>\$ 2,138.46</b>
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**j) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Terrestrial LiDAR (TLS) Equipment		Hour	\$ 75.00	\$ -
Mobile LiDAR (MTLS) Equipment		Hour	\$ 600.00	\$ -
Aerial Photogrammetric Acquisition & Compilation	1	n/a	\$ 2,855.00	\$ 2,855.00
Plan Sheets		Sheet	\$ 1.80	\$ -
Test				\$ -
<b>j) TOTAL OTHER DIRECT COSTS</b>				<b>\$ 2,855.00</b>

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -
<b>m) SUBCONSULTANTS' COSTS</b>	<b>\$ -</b>
<b>n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]</b>	<b>\$ 2,855.00</b>
<b>TOTAL COST [(e) + (j) + (h) + (n)]</b>	<b>\$ 26,378.03</b>

**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accept by Caltrans.
- Anticipated salary increases calculations (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
**(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	/	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$7,564.94		161.0		\$46.99	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)**

	Avg Hourly Rate	+	Proposed Escalation	=		
Year 1	\$46.99		5.0%		\$49.34	Year 2 Avg Hourly Rate
Year 2	\$49.34		5.0%		\$51.80	Year 3 Avg Hourly Rate
Year 3	\$51.80		5.0%		\$54.39	Year 4 Avg Hourly Rate
Year 4	\$54.39		5.0%		\$57.11	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	100%		161.0		161.0	Estimated Hours Year 1
Year 2			161.0		0.0	Estimated Hours Year 2
Year 3			161.0		0.0	Estimated Hours Year 3
Year 4			161.0		0.0	Estimated Hours Year 4
Year 5			161.0		0.0	Estimated Hours Year 5
Total	100%		Total		161.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1 \$	46.99		161.0		\$7,564.94	Estimated Hours Year 1
Year 2 \$	49.34		0.0		\$0.00	Estimated Hours Year 2
Year 3 \$	51.80		0.0		\$0.00	Estimated Hours Year 3
Year 4 \$	54.39		0.0		\$0.00	Estimated Hours Year 4
Year 5 \$	57.11		0.0		\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation		\$7,564.94	
			Direct Labor Subtotal before escalation		\$7,564.94	
			Estimated total of Direct Labor Salary Increase		\$0.00	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)**

**Certification of Direct Costs**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Suconsultant Certifying:**

Name: Mike Shoup, PLS Title\*: Bay Area Regional Manager, Survey Principal

Signature:  Date of Certification (mm/dd/yyyy): 8/20/2019

Email: [mshoup@revengineers.com](mailto:mshoup@revengineers.com) Phone Number: 408-219-3236

Address: 505 14th Street, Suite 900, Oakland, CA 94612

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

Land Surveying



Local Address: Producers Manual

**EXHIBIT 10-44 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES**  
 ACTUAL COST PLUS 8% FOR IMPROVEMENTS AND 8% LATER OF COMMERCIAL AND COST PLUS RATE OF WORK CONTRACTS

Please Note: Consultant completed all items in yellow highlight  
 CONTRACT NO. 15-000218-01  
 DATE 09/20/18

Contractor Information		Project Information			Contract Details		
Contract Name	15-000218-01	Project Name	15-000218-01	Contract No.	15-000218-01	Date	09/20/18
Contract Description	CONTRACT FOR CONSTRUCTION OF IMPROVEMENTS	Project Address	15-000218-01	Contract Type	CONTRACT FOR CONSTRUCTION OF IMPROVEMENTS	Contract Value	\$15,000,000.00
Contract Status	Active	Contract Start Date	09/20/18	Contract End Date		Contract Period	09/20/18 - 12/31/18

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost	% Increase	Hourly Rate
1	Excavate and backfill 18" x 18" x 18" concrete	CY	100	150.00	15000.00	0%	150.00
2	Reinforce concrete with #4 bars @ 18" o.c.	SF	200	75.00	15000.00	0%	75.00
3	Formwork for concrete	SF	400	40.00	16000.00	0%	40.00
4	Cast and cure concrete	CY	100	150.00	15000.00	0%	150.00

1. Prevailing Wages specified on related contract or the applicable WPA. If no applicable WPA is found, then the contractor shall research and apply the applicable WPA to the contract. If no applicable WPA is found, then the contractor shall research and apply the applicable WPA to the contract.
2. Prevailing Wages specified on related contract or the applicable WPA. If no applicable WPA is found, then the contractor shall research and apply the applicable WPA to the contract. If no applicable WPA is found, then the contractor shall research and apply the applicable WPA to the contract.
3. The contractor shall verify that the prevailing wages are the same for all workers performing the work, regardless of the number of workers or the location of the work. The contractor shall verify that the prevailing wages are the same for all workers performing the work, regardless of the number of workers or the location of the work.
4. Prevailing Wages specified on related contract or the applicable WPA. If no applicable WPA is found, then the contractor shall research and apply the applicable WPA to the contract. If no applicable WPA is found, then the contractor shall research and apply the applicable WPA to the contract.

**TASKS B & C**

**EXHIBITS 10-H3  
COST PROPOSALS**

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS  
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

Prime Consultant       Subconsultant

Consultant Mott MacDonald

Project No. TLG 18-832-4505, SCL      Contract No. \_\_\_\_\_      Date 8/13/2019  
170028, CML - 5067 (021)

**Unit/Item of Work:**

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)  
Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Professional (Classification)*	126	\$150.79	\$19,000
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

**Consultant's Other Direct Costs (ODC) – Itemize:**

Description of Item	Quantity	Unit	Unit Cost	Total
ODC Example: Travel/Mileage Costs			\$	\$
ODC Example: Mobilization/De-mobilization			\$	\$
ODC Example: Supplies/Consumables			\$	\$
ODC Example: Report			\$	\$
ODC (List more ODCs as applicable)			\$	\$
Subconsultant 1: Biggs Cardosa Associates				\$ 9,000
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Attach additional pages if necessary.

**TOTAL COST PER UNIT OF WORK** \$ 28,000

NOTES:

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 13. Generally Accepted Accounting Principles (GAAP)
- 14. Terms and conditions of the contract
- 15. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 18. [48 Code of Federal Regulation Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

**Prime Consultant or Subconsultant Certifying:**

Name: Chris Metzger

Title\*: Sr. Vice President

Signature: 

Date of Certification (mm/dd/yyyy): 08/13/2019

Email: Chris.Metzger@mottmac.com

Phone Number: 408-876-6039

Address: 2077 Gateway Place, Suite 550 San Jose CA 95110

**\* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.**

List services the consultant is providing under the proposed contract:

Provide bid and construction support services for Los Gatos Creek Trail to Highway 9 Trailhead Connector Project

**EXHIBIT 10-H3 COST PROPOSAL** Page 1 of 2  
COST PER UNIT OF WORK CONTRACTS  
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

Prime Consultant     Subconsultant     2<sup>nd</sup> Tier Subconsultant

Consultant Biggs Cardosa Associates

Project No. TLG 18-832-4505 Contract No. \_\_\_\_\_ Date May 20, 2019

**Unit/Item of Work:**

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)  
Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Professional (Classification)*	<u>50 max.</u>	<u>180</u>	<u>\$9,000</u>
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

**Consultant's Other Direct Costs (ODC) – Itemize:**

Description of Item	Quantity	Unit	Unit Cost	Total
ODC Example: Travel/Mileage Costs			\$	\$
ODC Example: Mobilization/De-mobilization			\$	\$
ODC Example: Supplies/Consumables			\$	\$
ODC Example: Report			\$	\$
ODC (List more ODCs as applicable)			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Attach additional pages if necessary.

**TOTAL COST PER UNIT OF WORK** \$9,000

**NOTES:**

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 13. Generally Accepted Accounting Principles (GAAP)
- 14. Terms and conditions of the contract
- 15. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 18. [48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Mahvash Harms Title\*: Vice President

Signature : Digitally signed by Mahvash Harms  
DN: cn=Mahvash Harms, o=Biggs Cardosa Associates, ou, email=mharms@biggscardosa.com, c=US  
Date: 2018.05.20 14:45:40 -0700 Date of Certification (mm/dd/yyyy): May 20, 2019

Email: mharms@biggscardosa.com Phone Number: 408-839-8878

Address: 865 The Alameda San Jose CA

\* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Respond to questions that arise during the bid phase, prepare addendums, Review of submittals and shop drawings, Structural reviews, Review and response to Requests for Information.

**EXHIBIT C**

**ADDITIONAL  
CALTRANS FORMS**

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: Town of Los Gatos Parks and Public Works De 2. Contract DBE Goal: 15%  
 3. Project Description: Design and construction documents for the Los Gatos Creek Trail to Hwy 9 Trailhead Connector  
 4. Project Location: Los Gatos Creek Trail at Highway 9  
 5. Consultant's Name: Mott MacDonald, LLC 6. Prime Certified DBE:  7. Total Contract Award Amount: \$486,747  
 8. Total Dollar Amount for ALL Subconsultants: \$245,464 9. Total Number of ALL Subconsultants: 6

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Utility coordination, right of way certification, plan review and coordination	043754	ActiveWayz Engineerin (510)989-2420, admas@activewayz.engineering.com	\$41,000
Environmental documentation	38205	David J Powers, (408) 454-3422, dloukas@davidjpowers.com	\$20,716
Cultural Resources Consulting	6JN00016	AHC (510) 654-8635, info@ahc-heritage.com	\$17,845
<b>Local Agency to Complete this Section</b>			
20. Local Agency Contract Number _____		<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>\$ 79,561</b>
21. Federal-Aid Project Number: _____			<b>16.3 %</b>
22. Contract Execution Date: _____		<b>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</b>  _____ 9/19/2019 15. Preparer's Signature 16. Date <b>Chris Metzger</b> (408) 876-6039 17. Preparer's Name 18. Phone <b>Senior Vice President</b> 19. Preparer's Title	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature _____	24. Date _____		
25. Local Agency Representative's Name _____	26. Phone _____		
27. Local Agency Representative's Title _____			

**DISTRIBUTION:** 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



**INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT****CONSULTANT SECTION**

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

**LOCAL AGENCY SECTION**

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE			
15. ORIGINAL DBE COMMITMENT AMOUNT \$								
							16. TOTAL	

1. Local Agency Contract Number

2. Federal-Aid Project Number

3. Local Agency

4. Contract Completion Date

5. Contractor/Consultant

6. Business Address

7. Final Contract Amount

17. Contractor/Consultant Representative's Signature

18. Contractor/Consultant Representative's Name

19. Phone

20. Date

21. Local Agency Representative's Signature

22. Local Agency Representative's Name

23. Phone

24. Date

List all first-tier subcontractors/subcontractants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subcontractants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED

DISTRIBUTION: Original - Local Agency, Copy - Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/2021

ITEM NO: 10

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DATE: August 10, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Approve Addendum to the American Federation of State, County and Municipal Employees Memorandum of Understanding

**RECOMMENDATION:**

Approve addendum to the American Federation of State, County and Municipal Employees Memorandum of Understanding (Attachment 1).

**BACKGROUND:**

The Memorandum of Understanding (MOU) between the American Federation of State, County and Municipal Employees (AFSCME) expired on June 30, 2021. In accordance with the Town's Employer-Employee Relations Resolution No. 1974-41, representatives of the Town and AFSCME have met and conferred in good faith and within the scope of representation to reach an agreement.

**DISCUSSION:**

As a result of the meet and confer process between the Town's negotiators and AFSCME, a tentative agreement was reached to extend the term of the current agreement from July 1, 2021 through June 30, 2022 and to provide a one-time eight (8) hour floating holiday for each AFSCME member to be used by June 30, 2022. All other terms and conditions outlined in the AFSCME MOU will remain status quo and negotiations will commence again in early 2022.

**CONCLUSION:**

The AFSCME tentative agreement has been prepared within the parameters provided to the Town's negotiators by the Town Council and has been ratified by AFSCME membership. It is

**PREPARED BY:** Lisa Velasco  
Human Resources Director

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

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PAGE 2 OF 2

SUBJECT: Approve Addendum to AFSCME Memorandum of Understanding

DATE: August 10, 2021

CONCLUSION (continued):

recommended that the parameters of the tentative agreements be approved, and the Town Manager be authorized to execute the addendum to the MOU.

FISCAL IMPACT:

The terms of the tentative agreement do not create a fiscal impact to the Town's FY 2021/22 Operating budget.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. AFSCME Addendum to MOU

**SIDELETTER OF AGREEMENT  
BETWEEN  
THE TOWN OF LOS GATOS  
AND AFSCME  
MEMORANDUM OF UNDERSTANDING  
JULY 1, 2018 - JUNE 30, 2021**

The parties agree to the following for a successor agreement:

1. Term: The parties agree to a one-year contract with a term of July 1, 2021 through June 30, 2022.
2. Floating Holiday: Bargaining unit members shall be provided with a one-time floating holiday equivalent to 8 hours of paid time off during the term of this Agreement. This floating holiday is not vested, has no cash value and must be used not later than June 30, 2022. This floating holiday expires on June 30, 2022.
3. Status Quo Language: MOU Language not changed by this Agreement shall remain status quo.

**FOR AFSCME:**

\_\_\_\_\_  
Carol McEwan  
Business Agent

\_\_\_\_\_  
Sherrie Olsen  
Parks & Maintenance Worker  
AFSCME President

**TOWN OF LOS GATOS:**

\_\_\_\_\_  
Laurel Prevetti  
Town Manager

\_\_\_\_\_  
Arn Andrews  
Assistant Town Manager

\_\_\_\_\_  
Lisa Velasco  
Human Resources Director

\_\_\_\_\_  
Donna Williamson  
Liebert Cassidy Whitmore

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert Schultz  
Town Attorney



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/2021

ITEM NO: 11

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DATE: August 10, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality in Response to the Ongoing COVID-19 Pandemic, Including:

- a. Temporary Krail Parklets:
  1. Extend Sunset Date for Dining Establishments until January 31, 2022 and Approve a Budget Adjustment of \$40,000 from American Rescue Plan (ARPA);
  2. Provide Direction on Temporary Tents and Other Weather Protection Structures, Including Enforcement;
- b. Semi-Permanent Parklets:
  1. Allocate Additional Funding of \$680,000 from the Town's ARPA Allocation to Meet the Response of Businesses to the Subsidized Parklet and Grant Application Process; and
- c. Debrief the Chamber of Commerce's Thursday Night Promenade Events in which the Town Provided Financial Support.

**RECOMMENDATION:**

Discuss and provide direction on the following actions to continue the Town's support of economic recovery and community vitality in response to the ongoing COVID-19 pandemic, Including:

- a. Temporary Krail Parklets:
  1. Extend sunset date for dining establishments until January 31, 2022 and approve a budget adjustment of \$40,000 from ARPA;
  2. Provide direction on temporary tents and other weather protection structures, including enforcement;
- b. Semi-Permanent Parklets:

**PREPARED BY:** Monica Renn  
Economic Vitality Manager

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Police Chief, Community Development Director, Parks and Public Works Director, and Finance Director

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SUBJECT: Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality

DATE: August 10, 2021

RECOMMENDATION (continued):

1. Allocate Additional Funding of \$680,000 from the Town's ARPA Allocation to Meet the Response of Businesses to the Subsidized Parklet and Grant Application Process; and
- c. Debrief the Chamber of Commerce's Thursday Night Promenade Events in which the Town Provided Financial Support.

BACKGROUND:

As the Town continues to move through the dynamic economic recovery environment created by the COVID-19 pandemic, health orders and timelines continue to shift and generate the need for ongoing flexibility. Since March 2020, the Town Council has remained supportive and adaptive to the community's stakeholders, delicately balancing competing interests and continuing to consider how to provide available assistance. In addition to economic and policy support, the health and safety of the community remain a top Council priority. The Town Council has met on several occasions to discuss and direct actions that support the Town's economic and community vitality efforts. A high-level summary of these efforts includes: rent forgiveness for Town-owned properties; expanded support through community grants; and community and economic vitality efforts including funding for subsidized business permits, parklet programs, destination marketing, and a series of road closure events.

Specifically related to economic vitality, the Town Council has adopted an Economic Recovery Resolution that remains in effect until December 31, 2021. The Resolution memorializes the Town's effort to streamline and update business processes and provide modernized provisions with greater flexibility as businesses look to adapt and recover from the pandemic. A large part of the Resolution also includes the ability for businesses to flex outdoor space, both public and private, to offer outdoor dining and services as indoor business activity was drastically reduced or closed as a part of the County and States COVID-19 response mandates. Even as full capacity returned to indoor business activity, the Town Council continued to keep the Resolution in effect allowing for continued flexibility so businesses could navigate the unknown of the pandemic through the end of 2021.

The temporary krail parklet program, adopted in May of 2020, has been a lifeline for many businesses as they were given the opportunity to use public on-street parking spaces for their private business operations at no cost to the business. For many businesses, this was the only seating areas they had during the indoor business shut down mandates from the State of California and County of Santa Clara. Maintaining these spaces past the reopening of indoor dining has afforded the restaurants the ability to serve more patrons and enhance their business recovery efforts while offering the community a more comfortable and lower



SUBJECT: Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality

DATE: August 10, 2021

BACKGROUND (continued):

transmission solution to indoor dining. Based on prior Council action this program is currently due to sunset on September 19, 2021.

Alongside the temporary krail parklet program, on January 19, 2021 the Town Council adopted a semi-permanent parklet program to replace the temporary krail parklet program with a longer-term business viability solution. The semi-permanent parklet program maintains the alfresco dining experience in downtown Los Gatos while the Town considers a broader streetscape redesign project for downtown. The semi-permanent parklets are expected to remain in place for approximately seven to ten years. At its April 20, 2021 meeting, the Town Council expanded the subsidized grant amount giving businesses the ability to apply for a pre-approved parklet design at a subsidized rate, and receive a grant for 75% of the construction costs, up to \$40,000 per business. The Town Council also requested that the staff return in late summer to provide an update on the status of the applications and program and reconsider the sunset date of the temporary krail parklets if necessary.

Through discussions of economic recovery and community vitality, the Chamber of Commerce requested funding to provide the Town with an emergency destination marketing campaign and a series of events that include the closure N. Satna Cruz Avenue weekly throughout the summer. Both efforts were proposed to promote the Town of Los Gatos as a premier Silicon Valley destination to shop, dine, stay, and experience the Town. The emergency destination marketing campaign is slated to provide a Visit Los Gatos website and offer opportunities for residents and visitors to engage with the Town's offerings when searching the term "Los Gatos" online, connecting through various social media platforms, and visiting merchants in person. Additionally, the event series leverages the messaging that Los Gatos is open for business and excited to welcome back residents and visitors for safe in-person shopping and dining experiences.

The proposed Thursday Night events called, The Promenade, were intended to create more pedestrian friendly space for shoppers and diners to stroll through downtown comfortably and rediscover the business community. On May 4, 2021, the Town Council allocated \$80,000 to the Chamber of Commerce to support seven Thursday night Promenade event road closers concluding before October 1, 2021. The Chamber of Commerce moved forward with implementing seven consecutive road closure events on Thursday evenings, July 1 through August 12, 2021, from 3 to 8 p.m.

At the following Town Council meeting on May 18, 2021, an additional \$55,000 was allocated to support an emergency destination marketing campaign including the proposed Visit Los Gatos website and social media boosts. The Chamber of Commerce has been creating this content,

SUBJECT: Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality

DATE: August 10, 2021

BACKGROUND (continued):

launching an Instagram page in early July 2021, and expecting to fully launch the Visit Los Gatos website by the beginning of September.

DISCUSSION:

**Temporary Krail Parklets**

*Sunset Timeline Extension* – As previously noted on May 4, 2021, the Town Council extended the temporary krail parklet program through September 19, 2021 and asked that staff return prior to the sunset date to provide an update and allow for additional public discussion. Staff is recommending that the Town Council extend the sunset date of the temporary krail parklet program until January 31, 2022 for dining establishments.

This extension allows for restaurants to maintain their current seating and staffing levels for the time being and offers some business security through the busy holiday season should health orders return to limiting or prohibiting indoor dining. In recent weeks, the County of Santa Clara has reinstated mask mandates indoors as the number of COVID Delta variant cases were on the rise. While the hope is that further restrictions will not be implemented, staff recommends allowing the krail to stay through the bulk of the winter months to offer a business continuity option should the limitations return.

Additionally, as staff is working with applicants on the semi-permanent parklets, it has become apparent that construction timelines are longer than previously anticipated. Given the workload on contractors and the timeline for material acquisition, it is more realistic to predict construction beginning on the parklets in late fall or early winter. To eliminate the confusion of adding parking spaces back only to remove them again weeks later for parklet construction, and to provide a smoother transition from one parklet program to the next, it would be most efficient to leave the existing krail in place until construction begins on the semi-permanent parklets.

Staff has connected with all businesses to understand where under-utilized, or no longer needed krail exists and recommends removing these areas on or before September 19, 2021. Wherever the krail is removed, staff recommends implementing 30-minute parking spaces to encourage on-street quick turn, to-go, and pick up parking opportunities.

If the Town Council would like to continue the temporary krail parklet program through January 31, 2022, staff is requesting an allocation of \$40,000 from the American Rescue Plan Act funds (ARPA) to cover the additional rental costs of the krail.

SUBJECT: Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality

DATE: August 10, 2021

DISCUSSION (continued):

*Temporary Tents and Other Weather Protection Structures* – During the Town Council's discussion on April 20, 2021, the Town Council voted to require all temporary krail parklets to remove siding and vertical barriers within the parklets by May 1, 2021, and to remove all tent covers and overhead structures, except for umbrellas and moveable sail-type covers, when indoor dining returned to full capacity, expected on or before June 15, 2021. The majority of businesses complied with the siding removal in a timely manner and staff has been continuing to request compliance from the last few businesses. Additionally, staff sent a reminder out to all temporary parklet operators in July, reminding them that the overhead covers were also required to be removed. Compliance with this direction has gained less support. To date, no businesses have been cited for the tent covers remaining in place.

Understanding that the temporary krail parklet sunset date may be extended, staff is looking to confirm the Town Council's prior direction of prohibiting vertical barriers, temporary tents, and other weather protection structures after June 15, 2021. This direction would mean that all parklet covers must comply with those standards that are part of the pre-approved parklet program which allow for umbrellas and sail-type moveable sunshade covers, unless a building permit has been obtained to build a solid, low-profile parklet cover as a part of the semi-permanent parklet program. The solid low-profile cover allowance was an approved carve-out by the Town Council based on business input on April 20, 2021, with no subsidy offered for the cover. For those who may have constructed solid roof structures outside of the semi-permanent parklet program and out of compliance with the April 20, 2021 Town Council direction, staff is asking for confirmation from the Town Council that enforcement of removal of such covers should be pursued.

In an effort to balance the needs of multiple business models, staff recommends that the Town Council provide direction to continue to disallow vertical barriers, banner, or shades of any kind, and temporary tents and other weather protection covers except for umbrellas and movable sail-type shade covers within the temporary krail parklets through the duration of the temporary krail parklet program. Such vertical barriers and temporary tent structures while providing weather protection for diners significantly decrease the visibility of other store fronts and in some cases, pedestrians as they enter crosswalks. Staff has received numerous complaints from retailers that customers are unable to find their location or see their signs due to the obstructions coming from the tent structures. The use of outdoor heaters would still be permitted given that they are in compliance with the provisions set forth by the Santa Clara Fire District.

If this is the direction of the Town Council, staff also seeks confirmation from the Town Council to enforce all of these provisions (removal of sides, temporary tents, out of compliance roofs) using typical Code Compliance tools (fines, removal, etc.). would like staff to move forward with

SUBJECT: Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality

DATE: August 10, 2021

DISCUSSION (continued):

enforcement of the removal of non-compliant vertical barriers, tents, canopies, and similar weather protection structures.

**Semi-Permanent Parklets**

*Allocate additional funding for subsidy and grant opportunities* - At its April 20, 2021 the Town Council expanded the subsidy and grant amounts that had been previously approved on January 19, 2021 for the semi-permanent parklet program, at the request of several business stakeholders. The subsidy and grant are applicable up to a two-stall sized parklet. The subsidized program includes: full subsidy of Town fees including the parklet permit application, building permit, and encroachment permit fees; partial (about 50%) subsidy of the consulting architect fee for design and engineering; and, a grant for 75% of parklet construction costs, up to \$40,000 per business.

Larger parklets are permitted; however, businesses must fully cover any additional costs accrued due to the larger size. Those applicants that would like to add a solid, low-profile roof structure, as approved by the Town Council on April 20, 2021, must fully cover the cost for the design, engineering, and build-out of the structure as well.

Additionally, on April 20, 2021, the Town Council approved a retroactive construction grant for the five original parklets in the amount of 75% of construction, up to \$40,000. With this approval, all parklets are on a level playing field and new agreements will be executed for the five original parklets that align with the agreements between the Town and the newly implemented semi-permanent parklets thus all provisions will be consistent and managed equitably.

This subsidy and grant expansion facilitated additional businesses to participate in the semi-permanent parklet program by making the costs more broadly feasible. Additionally, as vaccination rates increased and some customers returned to in-person dining, outdoor seating options remained preferable among many patrons. These dynamics have led to a significant increase in interest from businesses to participate in the semi-permanent program. Of those restaurants with temporary kiosk parklets, only three did not apply for the semi-permanent program, and one property owner applied for two semi-permanent parklets in front of their vacant spaces to improve the appeal of the space for prospective tenants. The Town also received parklet applications from four new restaurants, who are backfilling three previously vacant spaces. The parklet programs have been noted as a draw for new businesses in Los Gatos.

SUBJECT: Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality

DATE: August 10, 2021

DISCUSSION (continued):

The deadline to apply for a semi-permanent parklet was at the end of July. Staff received 38 applications for new semi-permanent parklets. With the five original parklets, the Town now has 43 businesses eligible for subsidy. If all 38 parklets complete the process, the total estimate of funding is approximately \$1.73M. The funding to provide retroactive grants is expected to be approximately \$200,000, bringing the funding needed to an approximate and not to exceed amount of \$1.93M. The current funding allocation is \$1.26M, divided between ARPA funding and the Economic Recovery Funds (which has limited remaining available funds), thus staff is requesting that the Town Council allocate the additional funds needed to cover program costs from ARPA.

Unless additional unforeseeable costs occur, the requested funding represents the high-end cap of the costs as it calculates each business receiving the full \$40,000 for the grant, and the full \$5,500 for Town fee subsidy. It is likely most parklets will not need the full amount, but the extent needed is unique to each business' circumstances and unknown at this time. Staff has not received any official construction estimates to date thus cannot accurately estimate the amount most businesses will require for their construction grant should it be less than \$40,000.

Staff recommends that the additional funds be allocated from ARPA to cover the full cost of the semi-permanent parklet program, then prior to the end of 2021, staff will return to the Town Council for an update and discussion of the program progress and actual costs to date.

**Thursday Night Promenade Event Debrief**

As discussed in the background of this report, the Chamber of Commerce was allocated Town funds to support a series of street closure events on N. Santa Cruz Avenue during the summer of 2021. The events, referred to as the Thursday Night Promenades were intended to close N. Santa Cruz Avenue to attract pedestrian traffic and offer more space for pedestrians to experience the merchants located downtown. Attachment 1 contains the original proposal received from the Chamber of Commerce on May 3, 2021, which was previously distributed as a Desk Item for the May 4, 2021 Town Council Meeting.

At its May 4, 2021 meeting, the Town Council unanimously voted to allow up to seven Thursday night downtown street closures over the summer (to be completed by October 1), with \$80,000 of total Town funds to support the closures. The Chamber of Commerce worked to implement the closures consecutively for the duration of the summer. The closures began on Thursday, July 1, with the final event scheduled for Thursday, August 12, which has not yet concluded at the publication time of this report. Attachment 2 provides a summary from the Chamber of Commerce of their observations of the event, and Attachment 3 contains public comment received before 11 a.m. on Thursday, August 12.

SUBJECT: Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality

DATE: August 10, 2021

DISCUSSION (continued):

Staff distributed an online survey to businesses both in and outside of downtown to understand the impact the event had on their business, and the Chamber provided additional business outreach to capture a variety of business input. Staff also created a community survey that is available on the Town's website, shared through social media, and advertised at the final Promenade event to collect input from residents and visitors as well. The online surveys will remain active until Sunday, August 15, 2021, and staff will provide an addendum to this report on Monday, August 16, 2021 that contains the results of the surveys.

To assist the Town Council with determining future events, staff has outlined some observations below and provided information for any elements that were required or noted during the event.

- Attendance – The crowd size at each individual event seemed to increase throughout event as the temperature dropped and the sun began to set with the majority of people arriving between 5 and 6 p.m. Most gathered near the bands at each end of the closure, or within the parklets of establishments near the music, while others strolled the street. As the awareness and popularity of Thursday Night Promenade events grew, each week seemed to have a larger crowd in total when compared to the prior weeks' events.
- Entertainment – The Chamber provided two live bands at each event, then as the events progressed added various elements of entertainment spread throughout the closure area including a car show, street art with chalk, lawn games, and jugglers/family entertainers. The bands hired by the Chamber of Commerce stopped by 8 p.m.; however, a couple of businesses hired their own sources of music, or other local bands set up on public right-of-way within the closure area, making it difficult to clear the crowds on some days as these unaffiliated bands continued to play beyond the event ending time.

Moving forward, should these events take place in the future, staff would recommend that only entertainment that is associated with the event be permitted, unless it ceases by the end of the event, or is completely contained within a business' private property to allow for efficient crowd clearance. Additionally, the location of the bands may need to be reconsidered so that as large crowds gather to watch the performance, the bulk of the people are more centrally located within the closure, to minimize crowd spillage outside of the closure into the roadway. It was noted that several event guests arrived early to place chairs in the street near the band performance areas, then returned for the performance similar to how guests enjoy the Music in the Park concert series.

SUBJECT: Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality

DATE: August 10, 2021

DISCUSSION (continued):

- Alcohol consumption – Following the first week of the closure, the Chamber requested the ability to allow guests to have open containers of alcohol within the closure area so that guests could purchase to-go beer, wine, or cocktails from restaurants and consume them as they enjoy the event. With approval from the Town, the Chamber obtained approval for this from California Alcohol Beverage Control (ABC). As the events progressed, more restaurants began to have quick to-go sale options for alcoholic beverages, and some guest began bringing ice chests with their own beverages. At the request of the Town, the Chamber responded to these concerns by posting additional signage and working with businesses to ensure they are aware of the type of allowance ABC granted the Chamber for the event so that businesses remain in compliance with their own ABC licenses.
- Police Department support - Staff observed that crowds tended to migrate towards and linger at bars and restaurants with alcohol service after the conclusion of the event. On two consecutive weeks, calls for service were made to the Police Department to assist with residual crowds and rowdy behavior after the event ended. Some were specifically related to a single local business, as well as other alcohol related calls in and around downtown. This concern was addressed with the Chamber and business. The following week two uniformed LGMS Police Officers were added to patrol the event from 6 – 10 p.m., which seemed to provide the additional support needed for crowd control and the Officers assisted with clearing the street so that it could be reopened in a safe and timely manner. Additionally, the business related to the prior concerns adjusted their practices and the issues experienced the two weeks prior seem to be resolved.

Moving forward, any event with a similar crowd size and alcohol consumption should require uniformed Police presence at the expense of the event organizers. Staffing uniformed Officers can be difficult at times when personnel is in short supply and/or unavailable.

- Traffic Closure – Several years ago, the Town hired a traffic engineering firm to provide a road closure plan for events that close N. Santa Cruz Avenue between Main Street and Bachman Avenue. This plan entails using metal signage to indicate to drivers that the roads is closed. Historically, the Town has required additional barricades or barriers to be in place in specific instances that provide more of a physical barrier and added layer of blockage should a car attempt to enter the closure area. The original permit application provided by the Chamber included a flatbed truck parked at each end of the closure, creating an extra physical barrier. When staff arrived at the first event, the flatbed trucks were not on site and the bands and crowds were set up directly adjacent to the metal sign barricades. This created a situation where crowds were naturally

SUBJECT: Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality

DATE: August 10, 2021

DISCUSSION (continued):

spilling into the crosswalk and lanes of travel that remained opened. Following this event, the Town reinforced the requirement of either the planned flatbed truck, or a similar barrier. The Chamber worked with their traffic control consultants and the bands to place their own vehicles at the closure ends. For the last two events, the Town piloted the use of the anti-vehicle barriers that the Town owns to understand the investment of resources required to deploy these devices at events.

Staff recommends that the Town Council discuss the debrief points noted Attachments 2 and 3 and the Addendum, and if needed provide staff with any additional direction for future events.

CONCLUSION:

Staff recommends the following actions be taken by the Council as outlined in this staff report:

- a. Temporary Krail Parklets
  1. Extend the sunset date of the temporary krail parklet program for restaurants to January 31, 2022, and allocate an additional not to exceed amount of \$40,000 from ARPA funds to cover rental costs of the krail through the program sunset date.
  2. Continue to disallow vertical barriers, banner, or shades of any kind, and temporary tents and other weather protection covers except for umbrellas and movable sail-type shade covers within the temporary krail parklets through the duration of the temporary krail parklet program and enforce these requirements through typical Code Compliance practices. and provide direction for level of enforcement of the removal of non-compliant vertical barriers, tents, canopies, and similar weather protection structures.
- b. Semi-Permanent Parklet Funding
  1. Allocate an additional \$680,000 from ARPA to meet the response of businesses to the subsidized parklet and grant application process to cover the full cost of the semi-permanent parklet program, then prior to the end of 2021, staff will return to the Town Council for an update and discussion of the program progress and actual costs to date.
- c. Thursday Night Promenade Events
  1. Debrief the Chamber of Commerce's Thursday Night Promenade Events in which the Town provided funding and provide additional direction if desired.

COORDINATION:

This report was drafted in collaboration with the Town Manager and Town Attorney's Offices, and the Finance, Police, Community Development, and Parks and Public Works Departments.



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SUBJECT: Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality

DATE: August 10, 2021

FISCAL IMPACT:

The recommendations have the following fiscal impact:

- Allocate an additional \$40,000 from ARPA funds to support an extension of the temporary kral parklet program through January 21, 2022; and
- Allocate an additional \$680,000 to increase the previously allocated amount of \$1.26M to \$1.93M to cover the full, not to exceed, cost of the semi-permanent parklet subsidy and grant program using funds from ARPA.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Proposal from the Chamber of Commerce related to the original requests for the Thursday Night Promenade events
2. Written debrief from the Chamber of Commerce regarding the Thursday Night Promenade events
3. Public comment received before 11:00 a.m. on Thursday, August 12, 2021



Date: May 3, 2021

To: Los Gatos Mayor and Town Council

From: Los Gatos Chamber of Commerce

Subject: Consideration of Chamber's Request that a portion of the ARPA Funds immediately be used for Funding for Special Events and Destination Marketing and Why an Emergency Destination Marketing Plan is important and why Special Events this Summer are critical to the survival of our entire business community.

**Introduction:** Outlined below are our positions on our requests for funds for Special Events and Destination Marketing, in response to the issues raised by Town Staff in their staff report for Item #14 on the scheduled May 4 Agenda. We will attempt to explain why we believe additional funding for Special Events and Destination Marketing is more essential than ever before. Our local economy is fragile right now. The ARPA funding is intended to provide immediate funding for recovery such as this. It is the Town Council's responsibility to allocate and use those funds in accordance with the directives within the ARPA.

The staff report raised a number of other issues as well, including the Town's Annual Agreement with the Chamber of Commerce to operate the Town Visitor and Information Center. Understanding that there are three new Council members, as well as the five newly appointed finance commissioners, we will be providing an outline of that relationship, the associated scope of services, and the actual agreement for reference under separate cover.

Additionally, the Chamber will submit a statement outlining our overall position on the sources and uses of the ARPA Funds, other recovery funds the Town has received, and the Town Budget again under separate cover.

### **Emergency Destination Marketing**

- The Town's Visitor and Information Center is responsible for all destination marketing to attract tourists to Town.
- The Town's grant of \$55K barely covers the cost of rent, staff, public restroom, maintenance and supplies.
- A robust Destination Marketing program would require funds above and beyond that \$55K.
- We have recommended more funding specifically for Destination Marketing for the last 4 years. We believe there is a huge need, as well as a tremendous benefit. However, we have never received funding for this endeavor.
- The Chamber fills in where it can and generously utilizes a portion of membership and special event revenue for destination marketing efforts. For example, the Chamber solely funded the Experience Los Gatos social media platforms for more than 2 years. In January we had to put that effort on hold as there was not enough funding available.
- The Town typically collects approx. \$2.7 million in TOT revenue.
- Our 20/21 Budget show a loss of almost \$2million and estimates that the 21/22 budget will be down almost that much again.

- Business Travel has declined significantly and according to industry experts is not expected to rebound until Fall of 2022.
- Our local hoteliers believe that if we **invest** some of the ARPA funding into a Destination Marketing plan focused more on leisure travel, we can make up for some of that loss. This investment would include funding for:

- Website/app
- Search engine investment
- Advertising dollars
- Staff time
- Relaunch of the Experience Los Gatos social media platforms
- Brand consulting

- The Chamber is in the best position to take on this responsibility. We already house and manage the Visitor and Information Center and we already work with all of the stakeholders – the hotels, the restaurants, and the business community at large, both members and non-members.
- With an immediate use of the ARPA money, the Chamber can quickly implement an Emergency Destination Marketing Campaign.
- This effort alone will bolster the economy but is more than that. We will be building the foundation on which we can market and brand Los Gatos and create an identity that will last for the future. The Chamber and Town Staff have discussed a destination marketing effort at length on several occasions, however the plans have never come to fruition despite numerous attempts. The result has always been a lack of funds or labor adequate to take on the task.
- The Town’s Economic Development department has other priorities and does not have the capability nor the bandwidth to develop a worthwhile marketing program. The Town Staff has a giant list of priorities to get to that take precedent over a destination marketing program, whereas the Chamber of Commerce identifies this effort as a top priority and can manage the effort with ease.
- Because of the lack of success, the Chamber attempted to form a PBID (Property Business Improvement District), which if successful would have garnered enough money to develop its own destination marketing plan. Due to the Pandemic, plans to formalize a PBID were put on hold.
- **The Chamber believes \$150K set aside for destination marketing will jumpstart this Recovery Effort.**

### **SUMMER 2021 SPECIAL EVENTS**

Please review the attached budget for the proposed special events for summer and fall of 2021. We believe that the events we are suggesting do not pose any threat to the safety and well-being of our Town’s residents and visitors.

- The CDC, the State, and thus far the County, have stated publicly that we are moving in the right direction and that outdoor gatherings are safe. California has the lowest COVID-19 rate in the entire country. On June 15<sup>th</sup> the governor’s office plans to lift all restrictions.

- While the Staff refers to Council’s decision made in February about marketing and preparing to have events for our own residents, 4 months have passed. The Summer is almost here and increased foot traffic is imperative if our business community is going to survive.
- After polling many residents in Town, The Thursday Promenade with a North Santa Cruz Ave. closure is by far the best idea to get people back into the downtown. Our small businesses and restaurants are relying on us to create a reason for people to come. Our residents alone cannot sustain our fragile economy’s infrastructure.
- By closing North Santa Cruz Avenue, people will be able to safely distance.
- We will modify programming to align with the County guidance as it continues to relax.
- We hand-delivered letters to all University Ave. residents and only two have said they did not support this economic recovery effort while many more were in support.
- Closing North Santa Cruz Ave. on Thursday nights does not require policing.
- The Chamber will facilitate the closing of N. Santa Cruz with an approved traffic control company, thus freeing the Town from the burden. The logistics of the closure will become easier with each passing week.
- All merchant and restaurants with whom we have spoken are in favor of this proposal.
- We are asking Council to waive the Special Event permit 60-day minimum lead time between applications and events, in order to give us the flexibility to implement plans as soon as state and county guidelines allow, which as we know is a continually moving target.

Please note – The Chamber is not asking for funds for our regular Chamber events, such as the Wine Walk or Carriage Rides which we will still host. These are community events, the Chamber will not make any money. In addition, the Chamber is willing to organize and staff these events, without any reimbursement.

Contrary to the Town staff, we believe ARPA funds can be used for events as they are a vital component in drawing people back into these small towns. People will stay, shop, and dine. This spending will directly result in more sales tax revenue and TOT revenue. This investment will provide immediate economic aid for our business community. This is exactly what the ARPA funds are meant to do.

Lastly, events are the one tried and true way to open our doors and show that we are a diverse, welcoming, and inclusive community and that we celebrate all cultures and all people.

**In Conclusion, on behalf of the Los Gatos Business Community, we encourage the Council to:**

1. Invest at least \$150K of the ARPA Funds into Emergency Destination Marketing plan managed by the Chamber of Commerce.
2. Make a commitment to the Chamber to subsidize the cost of proposed summer 2021 special events in the amount of \$250K.
3. Waive the 60-day special event application rule – understanding that we are coming out of a pandemic and doing what we can when we can.
4. Recognize the need for “safe” special events this summer and support our proposal in closing North Santa Cruz at least on Thursday nights throughout the summer.

While we understand that ARPA Funding can be used to balance the Town’s budget and backfill line-items where we may have experience revenue shortfalls, The Chamber advocates that the Town use other revenue sources for that balancing and use the ARPA funds for the two ideas proposed above.



The remainder of the funds should be then set aside for necessary infrastructure projects. When we look back in 5-10 years, let's be confident in knowing that we did our best in using the ARPA funds wisely. The Chamber will be submitting another communication on ARPA funds under separate cover.

### Upcoming events to promote Economic Recovery and DEI objectives

<b>Thursday Promenades - N. Santa Cruz Avenue</b>			
	<b>cost</b>	<b>14 times</b>	<b>total</b>
bands	\$ 2,000.00	14	\$ 28,000.00
Sound	\$ 1,540.00	14	\$ 21,560.00
traffic control company - for street closure	\$ 3,000.00	14	\$ 42,000.00
Chamber to put up no parking signs & maintain all summer	\$ 500.00	1	\$ 500.00
special event permit fee	\$ 227.00	1	\$ 227.00
banner permit fee	\$ 112.86	4	\$ 451.44
Portapotties	\$ 15,000.00	1	\$ 15,000.00
Street Cleaning & Garbage pickup	\$14,000	1	\$ 14,000.00
Neighbor Notification	\$500	1	\$ 500.00
Publicity	\$750	1	\$ 750.00
Stage/truck	\$500	14	\$ 7,000.00
Extra Chamber event staffing	\$300	14	\$ 4,200.00
Extra entertainment/ decoration on July 4th	\$2,000	1	\$ 2,000.00
Picnic tables	\$250	10	\$ 2,500.00
			<b>\$ 138,688.44</b>
<b>Picnic in the Parks</b>			
Music/ Performances	\$ 750.00	5	\$ 3,750.00
Additional PPW costs for clean-up	\$ 1,000.00	5	\$ 5,000.00
Portapotties (1 stall, 1 ADA stall, 1 handwashing station)	\$ 400.00	5	\$ 2,000.00
Neighbor notification	\$ 200.00		\$ 200.00
			<b>\$ 10,950.00</b>
<b>Town-wide Celebration- September 4</b>			
House Rockers/Sound/Stage	\$ 12,000.00		\$ 12,000.00
special event permit fee	\$ 227.00		\$ 227.00
banner permit fee	\$ 112.86		\$ 112.86
Portapotties	\$ 1,000.00		\$ 1,000.00
Neighbor Notification	\$250		\$250
Publicity	\$750		\$750
			<b>\$ 14,339.86</b>



<b>Street Pole Banners</b>			
PPW cost for putting banners up (April 2021)	\$ 4,000.00		
New banners - Spring 2022	\$ 6,500.00		
PPW cost for putting banners up (April 2022)	\$ 4,000.00		
			<b>\$ 14,500.00</b>
<b>Cultural Event -Spring 2022 (Town Plaza)</b>			
Music (includes sound)	\$ 3,000.00		\$ 3,000.00
Cultural performances	\$ 2,000.00		\$ 2,000.00
Town permits & fees	\$ 500.00		\$ 500.00
Stage	\$ 1,000.00		\$ 1,000.00
Portapotties (2 stalls, 1 ADA stall, 1 handwashing station)	\$ 600.00		\$ 600.00
Publicity	\$ 1,000.00		\$ 1,000.00
Neighbor notification	\$ 300.00		\$ 300.00
	<b>\$ 8,400.00</b>		<b>\$ 8,400.00</b>
<b>Los Gatos in Lights - Holiday Decorations</b>			
More Pole Décor	\$ 20,000.00		\$ 20,000.00
Installation - additional help for PPW	\$ 20,000.00		\$ 20,000.00
One more large light sculpture	\$ 25,000.00		\$ 25,000.00
	<b>\$ 65,000.00</b>		<b>\$ 65,000.00</b>
<b>GRAND TOTAL</b>			<b>\$ 251,878.30</b>

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**From:** Catherine Somers <catherine@losgatoschamber.com>

**Sent:** Thursday, August 12, 2021 1:38 PM

**Subject:** FW: The Promenades --- The Good , the not so good and other observations and suggestions

Per the Los Gatos Chamber of Commerce -

Dear Town Staff and Town Council Members -

We, the staff at the Chamber of Commerce, had an unbelievably fun time organizing this summer series of Promenades. Who knew they would be so wonderfully successful? It is hard to determine whether or not it was the timing and the need, whether it was the event name or the fact that the street was closed - or whether it was because they happened every Thursday night for seven weeks – not sure we will ever know- and maybe it was all of those factors combined that made them so successful. Whatever it was -- it worked and the people in Los Gatos loved them. Almost all comments we received were extremely positive – to the point that many people (including some of our Board members) would like to see them continue for a few more weeks! No doubt and it's true with any new event, we learned more and more as we went along about what worked and what did not work.

We would love to do a “repeat performance” of the Promenades next summer. The bands are already lining up and we have some ideas on how we can attract sponsors to help underwrite the expenses. Before that discussion happens and before we present a formal proposal, we should take a few minutes to reflect on the summer of 2021.

For Council consideration-

The Promenade Recap and Our Observations

- Police presence at all future Promenades from 6-10 pm responsible for security, alcohol control and clearing the street!

- Servicing of Town trash receptacles and supplemental receptacles
- 7 Promenades in the series for 2022. Start July 7 Some people will argue to have them every Thursday from Memorial Day – Labor Day.
- Street closure at 3:30 pm to extend the merchant selling time
- Sound set up & logistics review based on later street closure
- 8 PM end time-leaves enough light and time for clean-up and road reopening in a timely manner
- More collaboration with other venues hosting bands/music.
- Set up collaboration & partnerships between LG restaurants outside of Promenade event area and merchants on N. Santa Cruz
- Classic car placement away from the front of Merchant businesses parking areas
- North and South stages are essential as having them at either end encourages movement
- Review band start times – staggering the music worked well
- Review Band choices - see Bozeman line up – we could be a little more culturally inclusive
- How to prevent bands from just posting up on Gray’s Lane – need formal programming there
- ABC Distribution point licenses
- Consider wristbands for people over 21
- Port- a- Potties- number & placement
- Non armed outside security from 4-6
- Volunteer or paid personel for set up & clean up
- no additional outside vendors except those selling food/drinks – but we could use more food
- Appreciation that there were no random vendors selling miscellaneous stuff. Didn’t “muddy” the event
- Street Performances adds an element of interest and excitement and makes us different and unique from other summer events

We estimate the cost for full production each week was approximately \$12K to \$13K. We should definitely consider building public /private partnerships with local businesses that might want to sponsor one of the weekly events. We should also determine whether or not this event could take the place of our Sunday Music in the Park events. We think it is feasible that you could have Jazz on Wednesday nights and the Promenades on Thursdays – but that question has been asked a few times.

Thanks again so much for giving us the opportunity to organize these Promenades. The Town was full of life, zest, emotion and excitement. It was so nice to see those smiles.



**From:** Stephen Slater [REDACTED]  
**Sent:** Friday, August 6, 2021 7:39 AM  
**To:** Council <[Council@losgatosca.gov](mailto:Council@losgatosca.gov)>  
**Subject:** Positive feedback for Thursday Promenade

LG Council -

Wanted to add my positive feedback for the Thursday Promenade in town. It seems long overdue to utilize our amazing downtown area in this way on a regular basis. Notwithstanding the economic benefits to businesses it's really reinvigorated the sense of community as a way to casually bump into friends and acquaintances. All I've heard from others is positive feedback.

If it can be extended into mid September this year and make a return next summer that would be awesome.

While food and beverage businesses are benefiting a ton I'm concerned other businesses are feeling left out or haven't figured out a way to be positively involved, something the town should pro-actively drive before next year.

Kudos to the council, Chamber Of Commerce and others on getting this done this summer.

Regards,

Stephen Slater | [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

From: Karen [REDACTED]  
Sent: Friday, August 6, 2021 7:52 AM  
To: Council <[Council@losgatosca.gov](mailto:Council@losgatosca.gov)>  
Subject: Thursday promenade

Dear council members,

Please continue the Thursday promenade into September as we love it and we have spent \$50-70 each visit to support the local businesses

Thank you for your consideration as it is bringing so much joy to the community

Warm regards  
Karen Busch

**From:** Scott, Vincent @ San jose [REDACTED]  
**Sent:** Friday, August 6, 2021 8:24 AM  
**To:** Council <[Council@losgatosca.gov](mailto:Council@losgatosca.gov)>  
**Subject:** Promenades

Good morning. My family and I have attended every single promenade this summer. It's the night we look forward to most. Our daughter talks about it all week. The music and games and entertainment are wonderful. I'm curious why the event is ending next week. Why couldn't this be year round? It's wonderful to see all the support of local businesses get and it's a great opportunity to meet more people in the neighborhood. Hopefully the Thursday nights will be extended.

Thx,  
Vincent

[REDACTED]

From: Pam Murphy [REDACTED]  
Sent: Saturday, August 7, 2021 5:07 PM  
To: Council <[Council@losgatosca.gov](mailto:Council@losgatosca.gov)>  
Subject: Fwd: Promenade Event

>  
> Hello Council,  
> I am writing this email to encourage you to continue the Thursday night Promenade Event.  
> We participated last Thursday and it was wonderful seeing our little town so vibrant. We socialized with many of our neighbors and friends.  
> We live on Edelen Ave. and we thought this may impact us in a negative way because of the traffic. To our surprise and delight it had no impact at all on us.  
> Sincerely  
> Pamela Murphy  
>  
> Sent from my iPhone

From: [REDACTED]  
Sent: Saturday, August 7, 2021 1:11 PM  
To: Council <[Council@losgatosca.gov](mailto:Council@losgatosca.gov)>  
Subject: Thursday night promenades

Dear Los Gatos City Council-

I support the continuation of Thursday Promenades year round.

It is awesome. Everyone loves it. Good for the town, good for business. Lots of room for people to spread out ( as compared to the music in the park - which got so crowded I gave up going to them years ago). Good for COVID cause everyone is outside.

Thanks for considering my perspective.

Charleen Renati  
[REDACTED]

Sent from my iPhone

From: Taryne Kraus [REDACTED]  
Sent: Friday, August 6, 2021 1:35 PM  
To: Council <[Council@losgatosca.gov](mailto:Council@losgatosca.gov)>  
Subject: Love the Promenades!

Thank you, Town Council and Chamber of Commerce, for the LG Promenades on Thursday evenings!

We have so much fun connecting with our friends, neighbors, local merchants, and the community. What a great idea to revitalize the spirit and economy. This spirit is the reason we moved to Los Gatos.

Please continue them. I'd be happy to volunteer to keep them alive!

Thanks,  
Taryne and Jeff Kraus

[REDACTED]  
Los Gatos  
[REDACTED]

**From:** Martha Queiroz [REDACTED]  
**Sent:** Tuesday, August 10, 2021 6:02 PM  
**To:** Council <[Council@losgatosca.gov](mailto:Council@losgatosca.gov)>  
**Subject:** Thursday Promenades

Dear Council Members,

Just want to give a shout out to the town and the Chamber of Commerce for the super fun Thursday Promenade events this summer.

It is the best thing to happen in Los Gatos for a long time, and I hope that you will allow it to continue to take place every summer moving forward.

The reason I really enjoy this event is because:

- 1) all ages attend
- 2) there is a lot of space to move around (unlike Music in the Park and Jazz of the Plazz which have become way overcrowded over the years, and grouchy people yell at you if you try to chat to a neighbor during the performance).
- 3) it appears to bring a lot of business to our downtown restaurants
- 4) the music has been excellent

We live downtown on Tait Ave, and love walking down to the event every Thursday. We run into many friends, drink and eat, walk around, and listen to the bands. And the road closure is very nice, allowing plenty of room to mingle.

Thanks again for such an enjoyable event, and a special shout out to Randy Chen for all of her hard work.

Regards,  
Martha and Mario Queiroz  
[REDACTED]



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/2021

ITEM NO: 11

ADDENDUM

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DATE: August 10, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality in Response to the Ongoing COVID-19 Pandemic, Including:

- a. Temporary Krail Parklets:
  1. Extend Sunset Date for Dining Establishments until January 31, 2022 and Approve a Budget Adjustment of \$40,000 from American Rescue Plan (ARPA);
  2. Provide Direction on Temporary Tents and Other Weather Protection Structures, Including Enforcement;
- b. Semi-Permanent Parklets:
  1. Allocate Additional Funding of \$680,000 from the Town's ARPA Allocation to Meet the Response of Businesses to the Subsidized Parklet and Grant Application Process; and
- c. Debrief the Chamber of Commerce's Thursday Night Promenade Events in which the Town Provided Financial Support.

**REMARKS:**

Town staff conducted two online surveys via Survey Monkey regarding feedback on the Thursday Promenade events. One was directed at business owners, and one was directed at community member feedback. Both surveys were available online through Monday, August 16, 2021 to allow time to capture feedback on all seven events. Attachment 4 contains a summary of the results of each question from the business survey, and Attachment 5 contains a summary of the results of each question of the community survey with identifying information removed.

**PREPARED BY:** Monica Renn  
Economic Vitality Manager

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Police Chief, Community Development Director, Parks and Public Works Director, and Finance Director

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PAGE 2 OF 2

SUBJECT: Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality

DATE: August 10, 2021

Attachments Previously Received with the Staff Report:

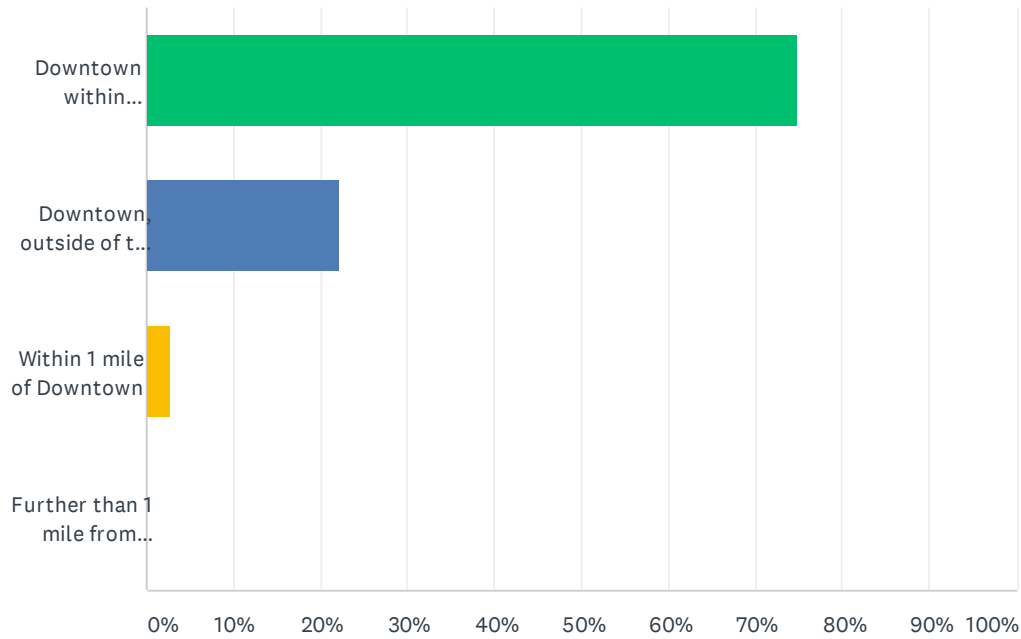
1. Proposal from the Chamber of Commerce related to the original requests for the Thursday Night Promenade events
2. Written debrief from the Chamber of Commerce regarding the Thursday Night Promenade events
3. Public comment received before 11:00 a.m. on Thursday, August 12, 2021

Attachments Received with this Addendum:

4. Business Survey Results regarding the Thursday Promenade events
5. Community Survey Results regarding the Thursday Promenade events
6. Public comment received after the publication of the staff report and before 11:00 a.m. on Monday, August 16, 2021

# Q1 Which best describes your business' location?

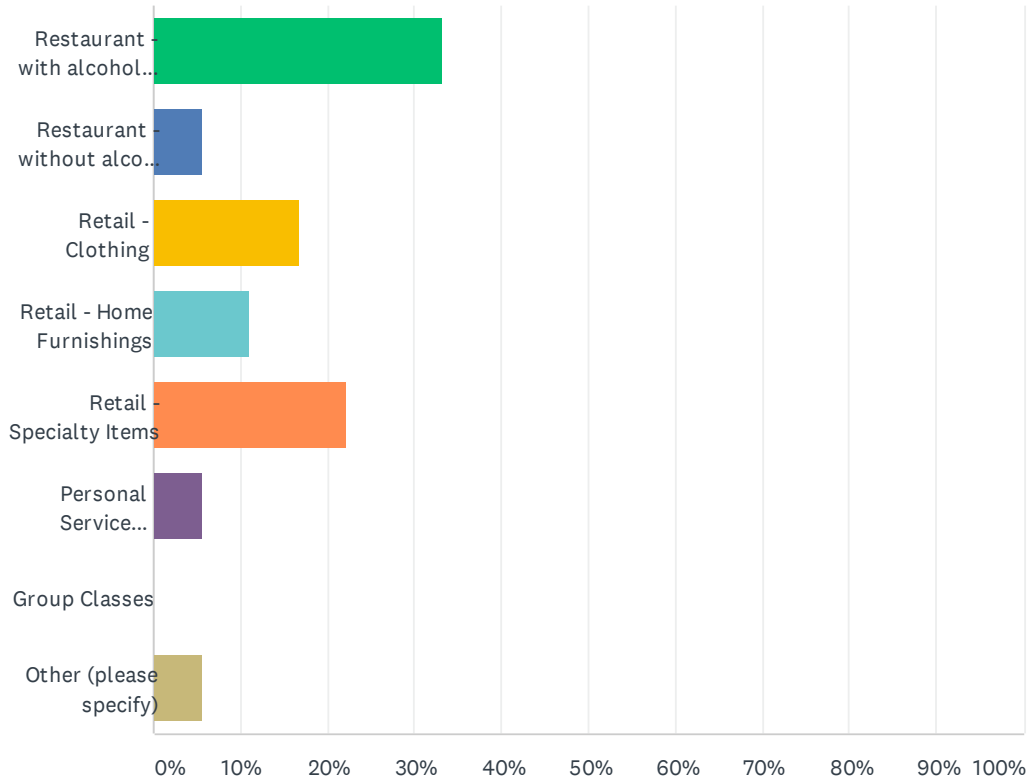
Answered: 36 Skipped: 0



ANSWER CHOICES	RESPONSES	
Downtown within Promenade street closure area (on N. Santa Cruz Avenue, between Bachman Avenue and Main Street).	75.00%	27
Downtown, outside of the Promenade street closure	22.22%	8
Within 1 mile of Downtown	2.78%	1
Further than 1 mile from Downtown	0.00%	0
<b>TOTAL</b>		<b>36</b>

## Q2 Which industry or use type best describes your business?

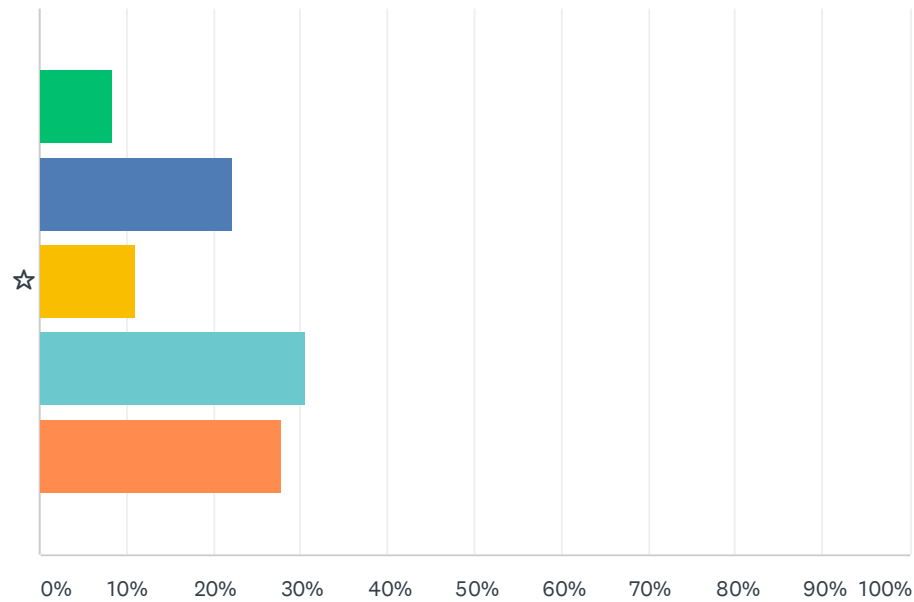
Answered: 36 Skipped: 0



ANSWER CHOICES	RESPONSES	
Restaurant - with alcohol service	33.33%	12
Restaurant - without alcohol service	5.56%	2
Retail - Clothing	16.67%	6
Retail - Home Furnishings	11.11%	4
Retail - Specialty Items	22.22%	8
Personal Service Business	5.56%	2
Group Classes	0.00%	0
Other (please specify)	5.56%	2
<b>TOTAL</b>		<b>36</b>

### Q3 How did the Thursday Promenade events impact the number of visitors inside your business?

Answered: 36 Skipped: 0

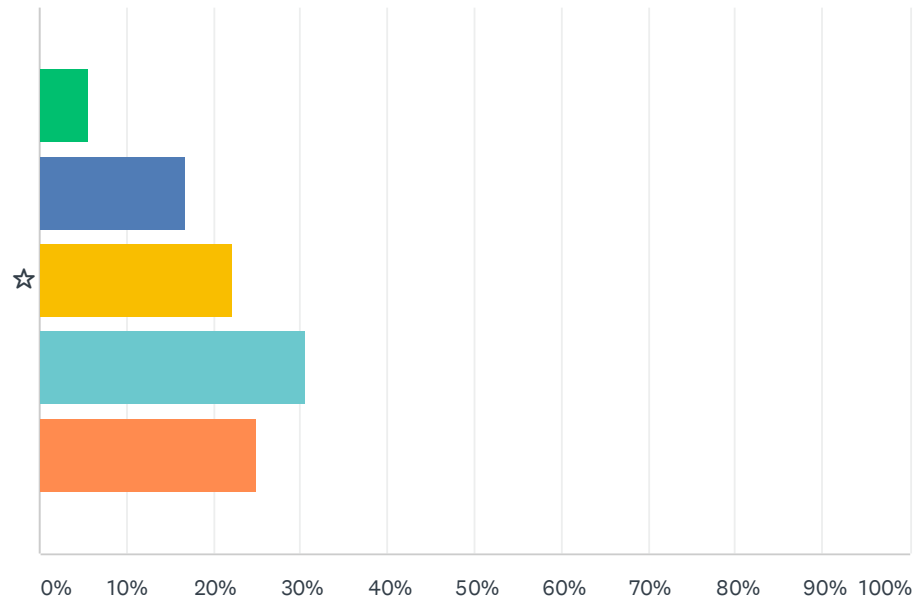


- We were closed during the events.
- We had less visitors inside our business.
- We had about the same number of visitors.
- We had somewhat more visitors inside our business.
- We were very busy!

	WE WERE CLOSED DURING THE EVENTS.	WE HAD LESS VISITORS INSIDE OUR BUSINESS.	WE HAD ABOUT THE SAME NUMBER OF VISITORS.	WE HAD SOMEWHAT MORE VISITORS INSIDE OUR BUSINESS.	WE WERE VERY BUSY!	TOTAL	WEIGHTED AVERAGE
☆	8.33%	22.22%	11.11%	30.56%	27.78%	36	3.47
	3	8	4	11	10		

## Q4 How did the Thursday Promenade events impact your actual sales?

Answered: 36 Skipped: 0

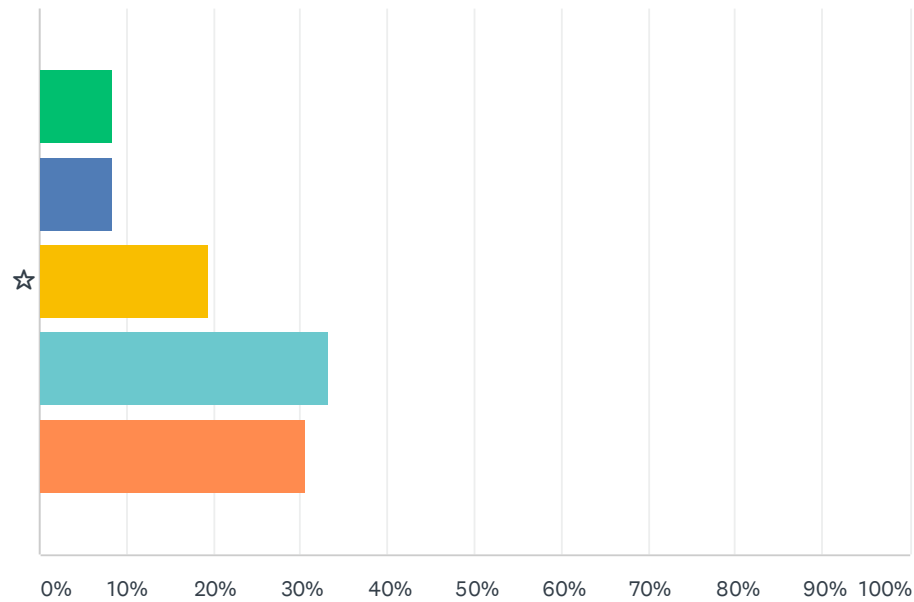


■ Our sales were drastically decreased. 
 ■ Our sales were somewhat decreased. 
 ■ Our sales were about the same. 
 ■ Our sales somewhat increased. 
 ■ Our sales were drastically increased.

	OUR SALES WERE DRASTICALLY DECREASED.	OUR SALES WERE SOMEWHAT DECREASED.	OUR SALES WERE ABOUT THE SAME.	OUR SALES SOMEWHAT INCREASED.	OUR SALES WERE DRASTICALLY INCREASED.	TOTAL	WEIGHTED AVERAGE
☆	5.56% 2	16.67% 6	22.22% 8	30.56% 11	25.00% 9	36	3.53

## Q5 Overall, how would you say the Thursday Promenade events impacted your business specifically?

Answered: 36 Skipped: 0

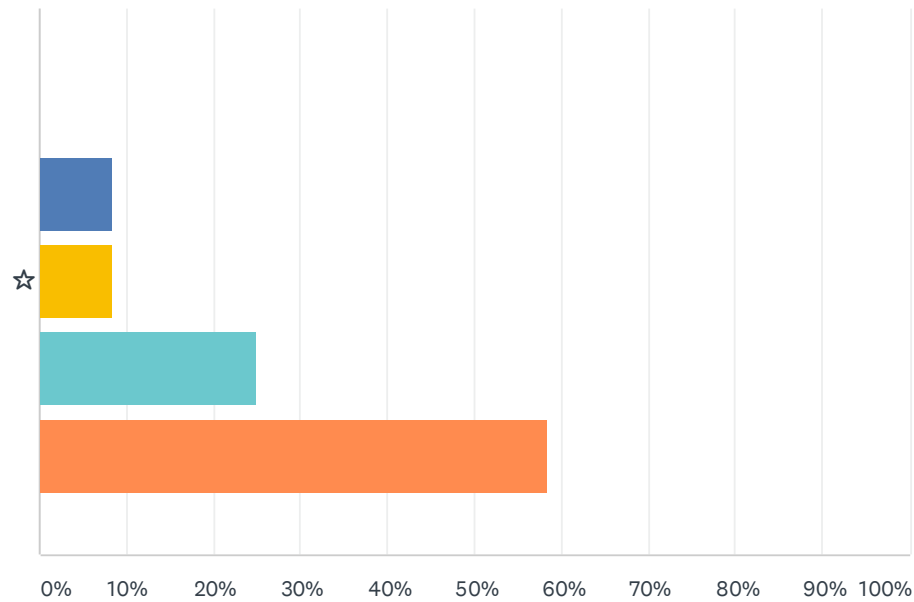


- The events had a drastically negative impact on my business.
- The events had a somewhat negative impact on my business.
- The events did not impact my business.
- The events had a somewhat positive impact on my business.
- The events had a drastically positive impact on my business.

	THE EVENTS HAD A DRASTICALLY NEGATIVE IMPACT ON MY BUSINESS.	THE EVENTS HAD A SOMEWHAT NEGATIVE IMPACT ON MY BUSINESS.	THE EVENTS DID NOT IMPACT MY BUSINESS.	THE EVENTS HAD A SOMEWHAT POSITIVE IMPACT ON MY BUSINESS.	THE EVENTS HAD A DRASTICALLY POSITIVE IMPACT ON MY BUSINESS.	TOTAL	WEIGHTED AVERAGE
☆	8.33% 3	8.33% 3	19.44% 7	33.33% 12	30.56% 11	36	3.69

### Q6 Thinking more broadly, how do you think the Thursday Promenade events impacted the Los Gatos Community?

Answered: 36 Skipped: 0



■ Definitely provided a negative impact. 
 ■ Likely provided a negative impact. 
 ■ Unsure or neutral on their impact. 
 ■ Likely provided a positive impact. 
 ■ Definitely provided a positive impact.

	DEFINITELY PROVIDED A NEGATIVE IMPACT.	LIKELY PROVIDED A NEGATIVE IMPACT.	UNSURE OR NEUTRAL ON THEIR IMPACT.	LIKELY PROVIDED A POSITIVE IMPACT.	DEFINITELY PROVIDED A POSITIVE IMPACT.	TOTAL	WEIGHTED AVERAGE
☆	0.00% 0	8.33% 3	8.33% 3	25.00% 9	58.33% 21	36	4.33

**Q7 Please provide any additional feedback to be shared with the Town Council regarding the Thursday Promenade Events, or the Town's Economic and Community Vitality efforts.**

Answered: 28 Skipped: 8



Q8 Please enter your business name below (optional). We'd love to know which business you are representing, but respect that you may want to keep your responses private.

Answered: 31 Skipped: 5

## Q7 Please provide any additional feedback to be shared with the Town Council regarding the Thursday Promenade Events, or the Town's Economic and Community Vitality efforts.

Answered: 28 Skipped: 8

#	RESPONSES	DATE
1	the promenade was a great idea and even though it didn't bring us some business ( people are more looking for cocktails and appetizers than pastries ) we are happy to see the street crowded and happy people around our place!	8/12/2021 10:37 PM
2	While we didn't really directly benefit from the closure we believe it is a great, overall benefit to the downtown businesses and community. At a minimum more people walking around might have noticed us to come back in the future.	8/12/2021 3:28 PM
3	As everyone is aware, the last year and a half took a huge toll on essentially every type of business. The Thursday Promenade Event not only aided by way of an increase to our weekly sales, but also brought back an atmosphere I think everyone has missed. This atmosphere is essential to the continued growth of local businesses, especially restaurants that rely on a sense of community. We are very appreciative for the opportunity that these events provided us and for the way the town carried it out, and would love for these to become a more regular occurrence.	8/11/2021 6:06 PM
4	This was a great community event. It had a lot of buzz in town and people loved it. I am not sure it did much for retail business, but overall, it was such a positive thing to do for the town. I hope that it becomes a continued tradition. People loved it!	8/11/2021 2:48 PM
5	The team at Pharmaca appreciates all of the initiative that the Chamber of Commerce shows and all efforts to support downtown business are welcome.	8/11/2021 10:39 AM
6	Great idea, brings community together	8/10/2021 10:54 PM
7	more outside street vendors	8/10/2021 10:53 PM
8	Sales up about \$1,000 a week	8/10/2021 10:51 PM
9	Please provide trash with porta-potties	8/10/2021 10:50 PM
10	extended hours and increased sales	8/10/2021 10:49 PM
11	open til 6, close street later	8/10/2021 10:48 PM
12	Our customers enjoyed it and thought it would be fun to have again.	8/10/2021 10:47 PM
13	For future events, advanced notice more than two weeks before would be preferred. I would have been better prepared to participate. Levi Luna at Mike's Bikes	8/10/2021 10:46 PM
14	The live music is nice, we open our doors and shut off our music when they are playing. It does impact parking and our clients ability to arrive here on time - even with a phone call warning. We got used to it though and really enjoyed having it.	8/10/2021 3:34 PM
15	Each Thursday I have noticed a different crowd. Younger shoppers have ventured into the shop.	8/10/2021 12:47 PM
16	Have more food and drinks and vendors	8/10/2021 10:06 AM
17	I think this was a good try and people were definitely excited about the Promenade. However, with events such as these it can seem like the emphasis is on "having fun" (drinking) and people don't seem to be inclined to shop. We had a planter stolen after one Promenade so I think that people do misbehave, which is really too bad,	8/10/2021 8:16 AM
18	This has been a fantastic event for the town. I walked the street several times. Everyone was clearly enjoying themselves.	8/10/2021 8:00 AM

19	Yes	8/9/2021 10:36 PM
20	The event overall has been good economically. I only have a concern of the alcohol consumption and it's 'looseness' in the streets. I am all about having fun, but there has been a fair amount of 'questionable' actions and happenings of all ages groups--mostly younger. I think we can keep doing the events and enjoy a 'positive' experience for all and the Town by putting in some slightly stronger restrictions to how & where alcohol is consumed. Again, not trying to squelch the "party in los gatos", but I fear its starting to "peak" in a direction that may do unwanted harm to the reputation of the Town.	8/9/2021 4:23 PM
21	This is the best thing that has happened to downtown Los Gatos in a long time. This program should be continued and expanded. The community has spoken loud and clear with its attendance which should not be ignored.	8/9/2021 3:40 PM
22	Did the businesses on N Santa Cruz Ave see an increase or decrease in business dollars brought in on those nights Were there comments made in regards to lack of parking on those nights? Have customers of businesses commented as to whether or not they attended the event or specifically did not come down to the downtown to shop / dine because of the event	8/9/2021 3:39 PM
23	Really decreased traffic and sales for us, not a fan.	8/9/2021 3:27 PM
24	Please keep these going!!	8/9/2021 2:47 PM
25	This event only benefit the food business, not retail business. The town should keep in mind that retail business in downtown has been deeply impact by the COVID too. By closing the street at 2 pm, we are basically done for the day. We may as well not open for that day. Don't forget, we are also hurting with the beach traffic on the weekend. Closing Santa Cruz Ave is a bad idea in my opinion.	8/9/2021 2:43 PM
26	The last 2 question would not let me select did not have any effect on our business.	8/9/2021 1:50 PM
27	These events have been FANTASTIC. They should happen every Thursday from labor to memorial day. Everyone I've spoke with has really enjoyed them. I know you've gotten a few complaints about the street closure but PLEASE ignore the minority. This is a greater good situation. My restaurant is on Main St, outside of the closure, and we didn't see a huge uptick in guest. I am HAPPY this even happens. These are a very positive step to breathing life into downtown.	8/9/2021 1:45 PM
28	Very positive experience and we should DEFINITELY do it more often	8/9/2021 1:43 PM

Q8 Please enter your business name below (optional). We'd love to know which business you are representing, but respect that you may want to keep your responses private.

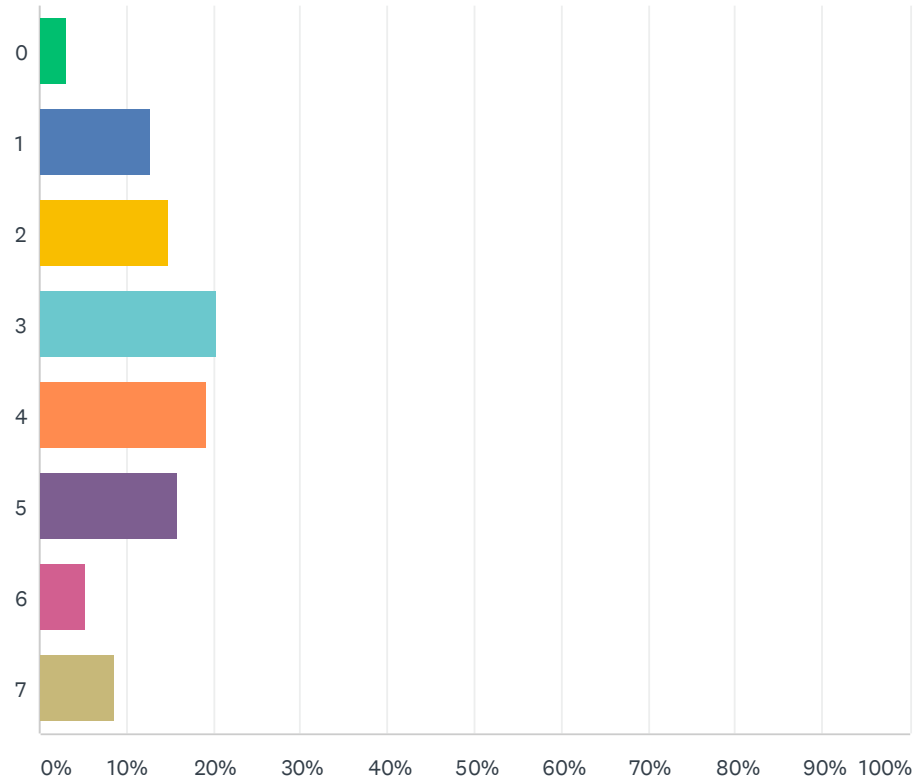
Answered: 31 Skipped: 5

#	RESPONSES	DATE
1	Fleur de Cocoa	8/12/2021 10:37 PM
2	Tea on the Avenue	8/12/2021 3:28 PM
3	Rootstock Wine Bar	8/11/2021 6:06 PM
4	She She Boutique	8/11/2021 2:48 PM
5	Pharmaca Integrative Pharmacy	8/11/2021 10:39 AM
6	Moonstone Metaphysical	8/11/2021 8:52 AM
7	Restoration Hardware	8/10/2021 10:54 PM
8	lululemon	8/10/2021 10:53 PM
9	Jennifer Croll	8/10/2021 10:52 PM
10	Jackie 'O	8/10/2021 10:51 PM
11	Pharmaca	8/10/2021 10:50 PM
12	Automobuild	8/10/2021 10:49 PM
13	Terra Patio	8/10/2021 10:48 PM
14	She She Boutique	8/10/2021 10:47 PM
15	levi.luna@mikesbikes.com	8/10/2021 10:46 PM
16	eden storemanager100@bluemercury.com	8/10/2021 10:44 PM
17	Marcus Belardes, Oren's Hummus	8/10/2021 10:41 PM
18	Royal Shaving Parlor	8/10/2021 3:34 PM
19	J. McLaughlin	8/10/2021 12:47 PM
20	We Olive & Wine Bar	8/10/2021 12:28 PM
21	Palapa Lounge Beachwear	8/10/2021 10:06 AM
22	Great Bear Coffee Company	8/10/2021 8:16 AM
23	Oak&Rye	8/9/2021 10:36 PM
24	The Lexington House	8/9/2021 4:23 PM
25	Rootstock	8/9/2021 3:40 PM
26	East Kennedy	8/9/2021 3:27 PM
27	Cotton Works	8/9/2021 2:43 PM
28	Just Write Arts	8/9/2021 2:32 PM
29	purple onion	8/9/2021 1:50 PM
30	Centonove	8/9/2021 1:45 PM



# Q1 How many Thursday Night Promenade Events have you attended?

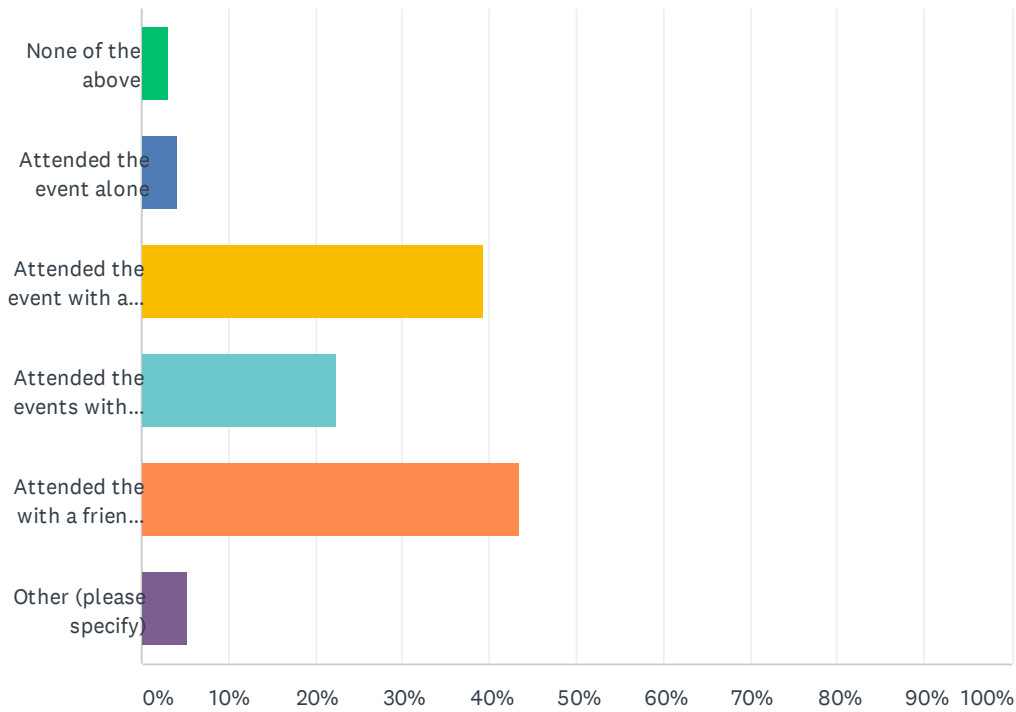
Answered: 94 Skipped: 0



ANSWER CHOICES	RESPONSES	
0	3.19%	3
1	12.77%	12
2	14.89%	14
3	20.21%	19
4	19.15%	18
5	15.96%	15
6	5.32%	5
7	8.51%	8
Total Respondents: 94		

## Q2 What best describes the group you attended the Promenade event(s) with most often?

Answered: 94 Skipped: 0

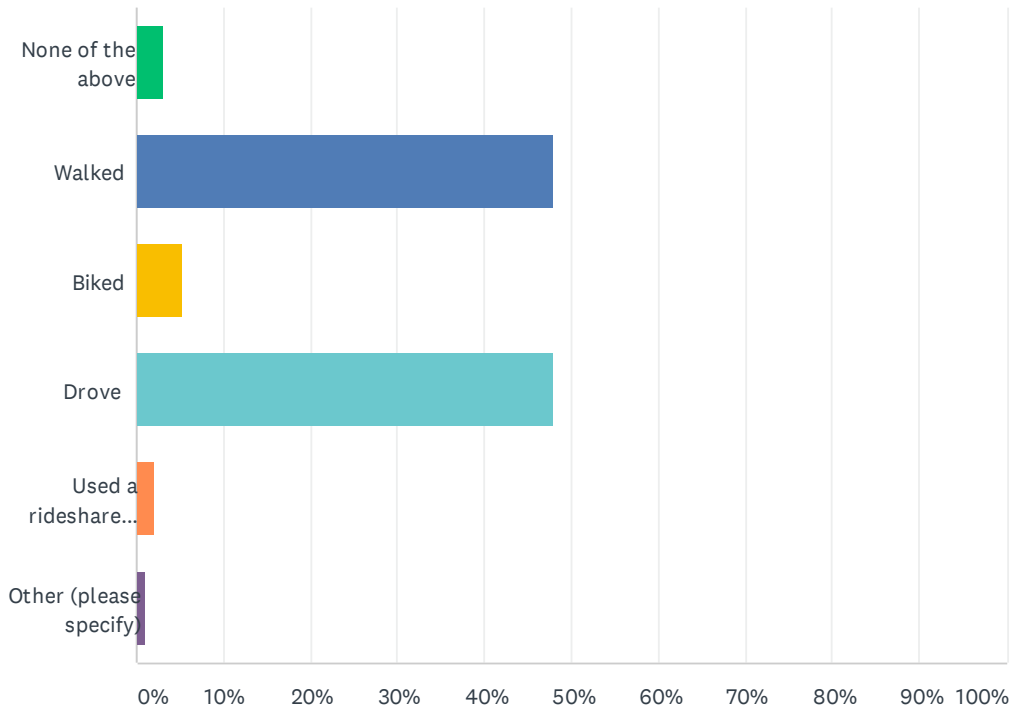


ANSWER CHOICES	RESPONSES
None of the above	3.19% 3
Attended the event alone	4.26% 4
Attended the event with a spouse or partner	39.36% 37
Attended the events with kids and/or other family members	22.34% 21
Attended the with a friend, coworker, or group of friends/peers	43.62% 41
Other (please specify)	5.32% 5
Total Respondents: 94	

#	OTHER (PLEASE SPECIFY)	DATE
1	Once with spouse, once with group of friends	8/14/2021 1:16 PM
2	Rotary tent	8/14/2021 4:43 AM
3	Dogs	8/12/2021 8:24 AM
4	Hosted CERT booth	8/11/2021 9:07 PM
5	Family and friends.	8/11/2021 6:27 PM

### Q3 How did you arrive to the Promenade event(s)?

Answered: 94 Skipped: 0



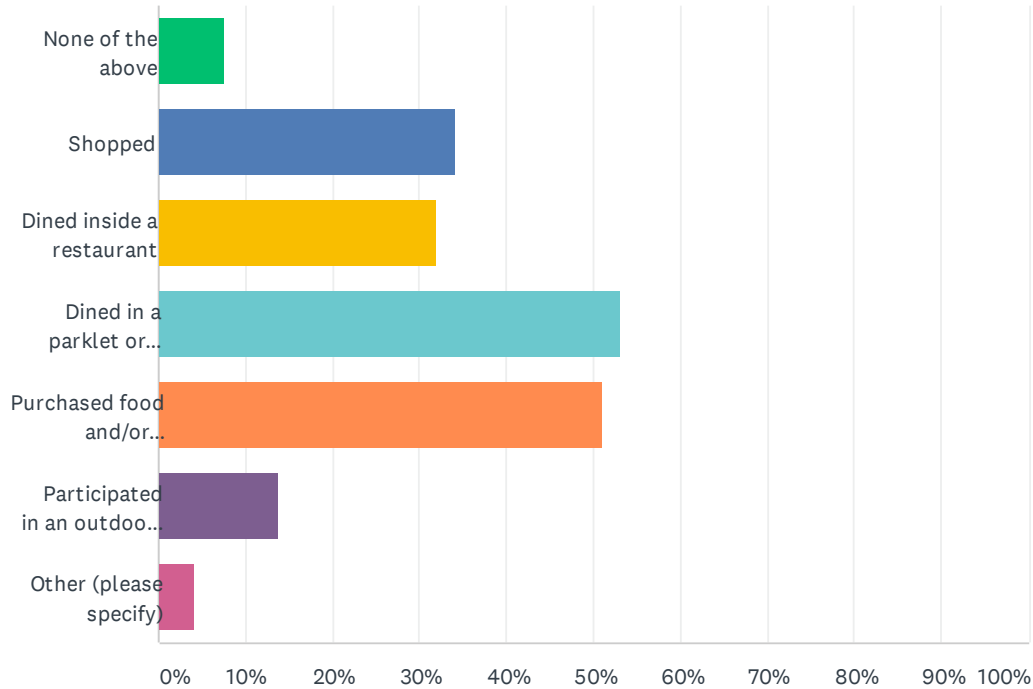
ANSWER CHOICES	RESPONSES
None of the above	3.19% 3
Walked	47.87% 45
Biked	5.32% 5
Drove	47.87% 45
Used a rideshare option such as uber or lyft	2.13% 2
Other (please specify)	1.06% 1
Total Respondents: 94	

#	OTHER (PLEASE SPECIFY)	DATE
1	I work downtown, so already here.	8/11/2021 5:08 PM



### Q4 While in attendance, did you shop or dine at a downtown business?

Answered: 94 Skipped: 0



ANSWER CHOICES	RESPONSES
None of the above	7.45% 7
Shopped	34.04% 32
Dined inside a restaurant	31.91% 30
Dined in a parklet or outdoor sit-down dining area	53.19% 50
Purchased food and/or beverages to go	51.06% 48
Participated in an outdoor activity associated with the event but did not shop or dine with a business directly	13.83% 13
Other (please specify)	4.26% 4
Total Respondents: 94	

#	OTHER (PLEASE SPECIFY)	DATE
1	Listened to bands	8/14/2021 4:43 AM
2	I observed the weirdos.	8/13/2021 9:06 PM
3	Dined once; did not shop	8/13/2021 6:12 PM
4	Drank	8/11/2021 4:40 PM

## Q5 Which element(s) of the event did you enjoy most?

Answered: 94 Skipped: 0

#	RESPONSES	DATE
1	Live music, social interaction	8/16/2021 7:44 AM
2	Live music, street being shut down	8/15/2021 9:00 PM
3	I loved the incredible social excitement the event generated. We loved seeing so many friends during the event!	8/15/2021 4:54 PM
4	music	8/15/2021 4:09 PM
5	Food, music, people.....love having N S C Ave closed	8/15/2021 1:48 PM
6	All the activity going on. The sense of community. The music.	8/15/2021 10:57 AM
7	Live music	8/15/2021 10:29 AM
8	Music, enjoying our local merchants, fun atmosphere	8/15/2021 10:00 AM
9	Seeing the community happily engaging with each other on the closed off Santa Cruz Ave.	8/15/2021 9:03 AM
10	N/A	8/15/2021 8:39 AM
11	Being able to walk around, hear live music, and support local businesses. It was nice to run into people and meet new people as well.	8/15/2021 6:41 AM
12	Seeing friends, enjoying the energy of the crowd	8/14/2021 9:37 PM
13	Santa Cruz Ave being closed	8/14/2021 8:41 PM
14	The whole event!	8/14/2021 7:38 PM
15	Mostly the bands (music), but we also also enjoyed acrobatic-type entertainment.	8/14/2021 1:36 PM
16	The community feel of the event	8/14/2021 1:16 PM
17	Live music, dancing	8/14/2021 12:46 PM
18	That the street was closed and the music	8/14/2021 11:41 AM
19	The community being together enjoying our town, supporting reastaurants, shops - all while listening to music. I felt like it made our town come alive! I wish it was going to run longer. Maybe through to the end of August.	8/14/2021 9:57 AM
20	No cars! Lots of people out enjoying the town. Good energy	8/14/2021 7:24 AM
21	All of it.	8/14/2021 4:43 AM
22	Closed street	8/13/2021 10:49 PM
23	The weirdos, definitely the weirdos.	8/13/2021 9:06 PM
24	being able to walk without cars, see friends, music, laughter	8/13/2021 8:04 PM
25	Lot's of space for kids to safely run around and toys next to chess. Music across from the Town Plaza Park was fun.	8/13/2021 7:51 PM
26	Seeing people I have not seen in a long time. Great spirtis and happy people. Went with a group of 9 people who just completed a work out at the JCC. Have lived in town for 51 years. Would love more of these	8/13/2021 7:42 PM
27	Simply the opportunity any openness to "promenade".	8/13/2021 6:54 PM
28	Live Music & street closure	8/13/2021 6:52 PM

29	Community togetherness and the music	8/13/2021 6:12 PM
30	Nice to walk down the main street and loved the bands!!	8/13/2021 5:12 PM
31	Jazz	8/13/2021 5:01 PM
32	Jazz, but would enjoy more in real venue, not in a street	8/13/2021 4:54 PM
33	Live music was nice and it was something different to do.	8/13/2021 4:52 PM
34	Music	8/13/2021 4:28 PM
35	The music, atmosphere, games for the kids, freedom to enjoy alcohol outside.	8/13/2021 4:16 PM
36	Live music and street closure	8/13/2021 4:10 PM
37	Bumping into friends in the community, live music, casual outdoor gathering	8/13/2021 1:12 PM
38	Being able to see friends that I haven't seen in a long time.	8/13/2021 7:50 AM
39	None	8/13/2021 7:30 AM
40	Strolling downtown in a dog friendly environment. Enjoyed the food and car show area.	8/12/2021 9:51 PM
41	Music and open air food/drink service	8/12/2021 8:28 PM
42	All of it. It was wonderful to see members of the community mingling	8/12/2021 1:23 PM
43	The music and meeting friends downtown	8/12/2021 10:50 AM
44	All the people that are out	8/12/2021 9:20 AM
45	Strolling and socializing with groups along the way	8/12/2021 8:33 AM
46	Seeing friends, seeing live music	8/12/2021 8:28 AM
47	Music, closed streets, lively atmosphere	8/12/2021 8:24 AM
48	Music	8/12/2021 8:24 AM
49	Fun - it was really nice to have your choice of street vendors or your favorite beer from a restaurant	8/12/2021 8:08 AM
50	Seeing people having fun	8/12/2021 7:59 AM
51	Enjoying drinks and music outside	8/12/2021 7:37 AM
52	Community and street closure	8/12/2021 7:08 AM
53	Being outside, music, people, walking with cocktail	8/12/2021 6:53 AM
54	Music	8/12/2021 6:48 AM
55	Live music, outdoor seating	8/12/2021 6:21 AM
56	The smaller music groups they weren't so loud	8/12/2021 6:15 AM
57	The interesting crowd.	8/12/2021 6:12 AM
58	The atmosphere	8/12/2021 12:42 AM
59	All of it! Please continue with these next summer!	8/12/2021 12:05 AM
60	Live bands, street gathering, street vendors	8/11/2021 11:03 PM
61	Live music, wine to go	8/11/2021 10:56 PM
62	Community out & about!	8/11/2021 9:31 PM
63	Road closure	8/11/2021 9:13 PM
64	Music, being able to walk grab food and drink and enjoy a night out enjoying LG	8/11/2021 9:11 PM
65	Music	8/11/2021 9:07 PM
66	Music, kids activities and entertainment, street closure	8/11/2021 9:06 PM

67	The bands and variety of cocktails & wine available	8/11/2021 8:46 PM
68	Having the street shut down and the to-go alcohol available to stroll and listen to the bands	8/11/2021 8:21 PM
69	Street shut down and local biz involvement	8/11/2021 8:02 PM
70	The community feel	8/11/2021 6:27 PM
71	Outdoor food and drink	8/11/2021 5:19 PM
72	Music	8/11/2021 5:08 PM
73	Live music	8/11/2021 5:07 PM
74	Going home	8/11/2021 4:40 PM
75	the alcohol booths	8/11/2021 4:38 PM
76	the street being closed to cars by far	8/11/2021 4:02 PM
77	Na	8/11/2021 3:48 PM
78	The Promenades were a wonderful way to get out and catch-up with friends, some of whom I hadn't seen in a long time.	8/11/2021 3:34 PM
79	closing of the street....	8/11/2021 3:31 PM
80	Music, options of drinks outside	8/11/2021 3:21 PM
81	seeing people, listening to music	8/11/2021 2:45 PM
82	Music	8/11/2021 2:41 PM
83	Live music, seeing friends, N. Santa Cruz closure, eating outside at the restaurants	8/11/2021 2:23 PM
84	Was unaware of these events	8/11/2021 2:22 PM
85	Live music	8/11/2021 1:53 PM
86	Live Music and closed street	8/11/2021 1:31 PM
87	Music and happy people dancing	8/11/2021 12:53 PM
88	The music and vibe.	8/11/2021 12:45 PM
89	Community camaraderie, live music, street closure, overall great event to bring people together!	8/11/2021 12:43 PM
90	Music, street closed	8/11/2021 12:35 PM
91	I enjoyed seeing Family's walking down the street with all the kids and dogs and everyone was so happy and friendly and happy to get out after Covid lockdown. I feel the restaurants are benefiting from this and if they are I would love to see this continues.	8/11/2021 12:30 PM
92	Live music, Santa Cruz being closed to cars, outside dining areas	8/11/2021 12:28 PM
93	The community :)	8/11/2021 12:19 PM
94	Was a great community event. Brought out people of all ages. Everyone was enjoying themselves.	8/11/2021 10:11 AM

## Q6 Which element(s) of the event did you enjoy least?

Answered: 94 Skipped: 0

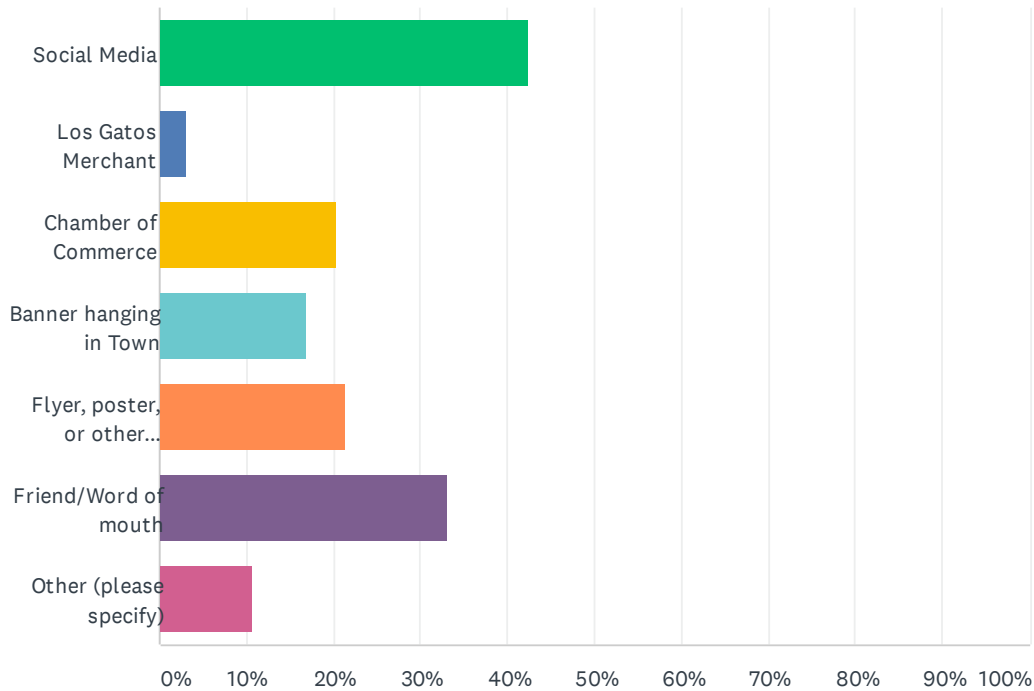
#	RESPONSES	DATE
1	N/A	8/16/2021 7:44 AM
2	All was great	8/15/2021 9:00 PM
3	Sometimes people congregated on the sidewalks and we couldn't walk by.	8/15/2021 4:54 PM
4	streets blocked off, but it was worth it for the fun	8/15/2021 4:09 PM
5	Wish it was on a Saturday	8/15/2021 1:48 PM
6	Bike riders on the sidewalk.	8/15/2021 10:57 AM
7	Lack of dedicated walkways. Too many people standing in the middle of sidewalks.	8/15/2021 10:29 AM
8	Music ending early	8/15/2021 10:00 AM
9	Would have liked to purchase a beverage only saw one vendor and line was huge.	8/15/2021 9:03 AM
10	N/A	8/15/2021 8:39 AM
11	Young kids riding their bikes through crowded areas.	8/15/2021 6:41 AM
12	Nothing	8/14/2021 9:37 PM
13	Nothing	8/14/2021 8:41 PM
14	Nothing!	8/14/2021 7:38 PM
15	nothing really	8/14/2021 1:36 PM
16	N/A	8/14/2021 1:16 PM
17	Should be a year round festival	8/14/2021 12:46 PM
18	N/A	8/14/2021 11:41 AM
19	That it has finished already. I think people were still just starting to find out about it. I don't think it was advertised enough. I know a lot of people didn't know about it.	8/14/2021 9:57 AM
20	Parking	8/14/2021 7:24 AM
21	All good	8/14/2021 4:43 AM
22	Why stop in august?	8/13/2021 10:49 PM
23	People parking in residential neighborhoods. We have lots for them.	8/13/2021 9:06 PM
24	traffic on Tait	8/13/2021 8:04 PM
25	Everything was great! I wish I knew about this event earlier. I am local, but I only attended it at the end of July and August because I read about it in Los Gatos Weekly.	8/13/2021 7:51 PM
26	closing off the street and have a place to walk and connect and enjoy being in Los Gatos	8/13/2021 7:42 PM
27	Some shops participation was nil or mediocre.	8/13/2021 6:54 PM
28	Limited parking	8/13/2021 6:52 PM
29	Not applicable	8/13/2021 6:12 PM
30	none really	8/13/2021 5:12 PM
31	Traffic & noise	8/13/2021 5:01 PM

32	Street closure, traffic, lack of parking enforcement despite repeated requests	8/13/2021 4:54 PM
33	There were a few bottlenecks where it was very difficult to get through the crowd and stay distanced.	8/13/2021 4:52 PM
34	Nothing really. It all worked well. Some of the bartenders were frustrated by short notice.	8/13/2021 4:28 PM
35	N/A	8/13/2021 4:16 PM
36	Heat!	8/13/2021 4:10 PM
37	That everything was closed at 8PM, event needs to run thru September	8/13/2021 1:12 PM
38	Maybe shorten the length of the promenade.	8/13/2021 7:50 AM
39	No seating to watch bands - if you bring chairs you are on the pavement. I also felt like the booths in front of stores was the only thing going on - it felt more like pushing businesses rather than a fun environment.	8/13/2021 7:30 AM
40	The timeslot. Ideally it could start a bit later and end a bit later so we can go after work longer.	8/12/2021 9:51 PM
41	Not continuing more weeks.	8/12/2021 8:28 PM
42	It was all great. Maybe have it last an hour later.	8/12/2021 1:23 PM
43	N/A	8/12/2021 10:50 AM
44	Lack of parking	8/12/2021 9:20 AM
45	All good	8/12/2021 8:33 AM
46	Nothing - love it!	8/12/2021 8:28 AM
47	Na	8/12/2021 8:24 AM
48	Parking	8/12/2021 8:24 AM
49	None	8/12/2021 8:08 AM
50	Too many people who came into town only to drink and party, residents started to avoid	8/12/2021 7:59 AM
51	Starting and ending times are too early. It should be 4-9pm	8/12/2021 7:37 AM
52	It is only Thursday's and not all weekend	8/12/2021 7:08 AM
53	None this was absolutely fantastic great job!	8/12/2021 6:53 AM
54	Nothin	8/12/2021 6:48 AM
55	Low class individuals who attended outside of LG	8/12/2021 6:21 AM
56	Clouds in the sidewalk area	8/12/2021 6:15 AM
57	None	8/12/2021 6:12 AM
58	Enjoyed it all	8/12/2021 12:42 AM
59	Band at bachman side ending so early	8/12/2021 12:05 AM
60	Nothing bad. All good	8/11/2021 11:03 PM
61	I went on week 1, there was not much going on, I thought it would have more food boots like eat/drink Los Gatos festival in the past	8/11/2021 10:56 PM
62	Maybe more vendors.	8/11/2021 9:31 PM
63	Festive scene	8/11/2021 9:13 PM
64	Happy to see more involvement from stores and restaurants, was quiet in the beginning, great opportunity for more to engage, that would add to the experience.	8/11/2021 9:11 PM
65	Smokers	8/11/2021 9:07 PM
66	Need more restaurants selling drinks on the street	8/11/2021 9:06 PM

67	That it didn't go on until September.	8/11/2021 8:46 PM
68	Nothing	8/11/2021 8:21 PM
69	The weather was hot but no control over that	8/11/2021 8:02 PM
70	Ended too soon	8/11/2021 6:27 PM
71	Na	8/11/2021 5:19 PM
72	Some music was too loud.	8/11/2021 5:08 PM
73	Nothing	8/11/2021 5:07 PM
74	The idiot & rude people	8/11/2021 4:40 PM
75	how crowded and loud it was	8/11/2021 4:38 PM
76	need more seating	8/11/2021 4:02 PM
77	Not finding parking! Live in the mountains so, must drive!	8/11/2021 3:48 PM
78	liked it all!	8/11/2021 3:34 PM
79	none	8/11/2021 3:31 PM
80	Limited parking, wait time at restaurants	8/11/2021 3:21 PM
81	nothing	8/11/2021 2:45 PM
82	Cyclists and skateboarders in the crowd	8/11/2021 2:41 PM
83	Nothing	8/11/2021 2:23 PM
84	Was unaware of these events	8/11/2021 2:22 PM
85	Enjoyed it all	8/11/2021 1:53 PM
86	Need more vendors	8/11/2021 1:31 PM
87	Wished there was more food related vendors	8/11/2021 12:53 PM
88	Nothing	8/11/2021 12:45 PM
89	It wasn't the entire summer.	8/11/2021 12:43 PM
90	N/a	8/11/2021 12:35 PM
91	I loved it all.	8/11/2021 12:30 PM
92	TBH, the night we went was very hot.	8/11/2021 12:28 PM
93	Some folks drinking underage	8/11/2021 12:19 PM
94	Loved it all!	8/11/2021 10:11 AM

# Q7 How did you hear about the Thursday Night Promenade events?

Answered: 94 Skipped: 0



ANSWER CHOICES	RESPONSES
Social Media	42.55% 40
Los Gatos Merchant	3.19% 3
Chamber of Commerce	20.21% 19
Banner hanging in Town	17.02% 16
Flyer, poster, or other printed advertisement	21.28% 20
Friend/Word of mouth	32.98% 31
Other (please specify)	10.64% 10
Total Respondents: 94	

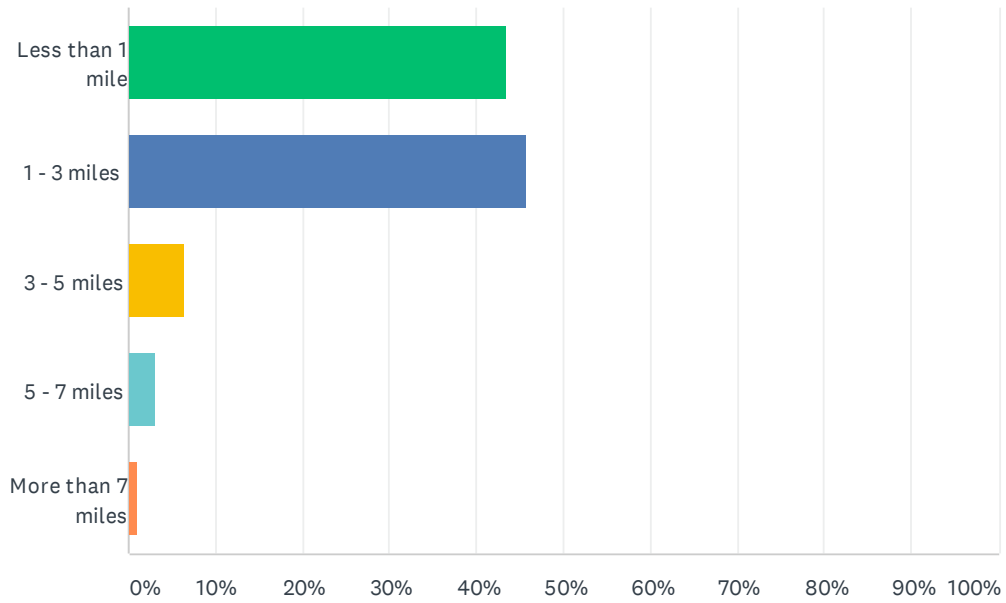
#	OTHER (PLEASE SPECIFY)	DATE
1	Received an email from one of the bands playing	8/15/2021 4:09 PM
2	Driving by	8/15/2021 8:39 AM
3	Commisioner	8/14/2021 7:38 PM
4	Article in Los Gatos Weekly	8/13/2021 7:51 PM
5	Magazine	8/13/2021 6:54 PM
6	Noise & traffic in the area	8/13/2021 5:01 PM
7	Work in town	8/11/2021 4:40 PM
8	walked by	8/11/2021 4:02 PM



9	On line!	8/11/2021 3:48 PM
10	Did not hear about them	8/11/2021 2:22 PM

## Q8 How far from downtown Los Gatos do you live?

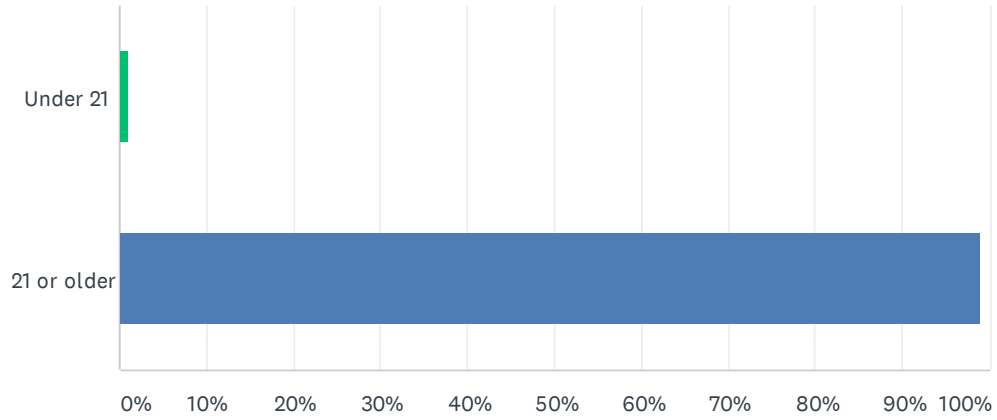
Answered: 94 Skipped: 0



ANSWER CHOICES	RESPONSES	
Less than 1 mile	43.62%	41
1 - 3 miles	45.74%	43
3 - 5 miles	6.38%	6
5 - 7 miles	3.19%	3
More than 7 miles	1.06%	1
Total Respondents: 94		

### Q9 Which best describes you?

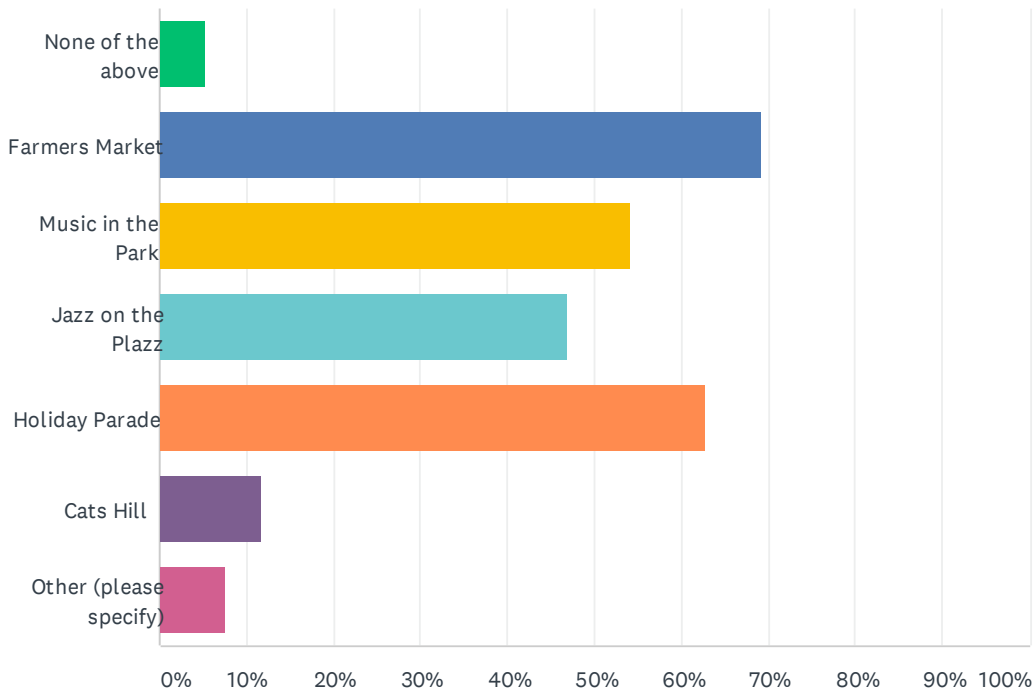
Answered: 94 Skipped: 0



ANSWER CHOICES	RESPONSES
Under 21	1.06% 1
21 or older	98.94% 93
Total Respondents: 94	

## Q10 Which if any of the following Los Gatos events do you typically attend?

Answered: 94 Skipped: 0



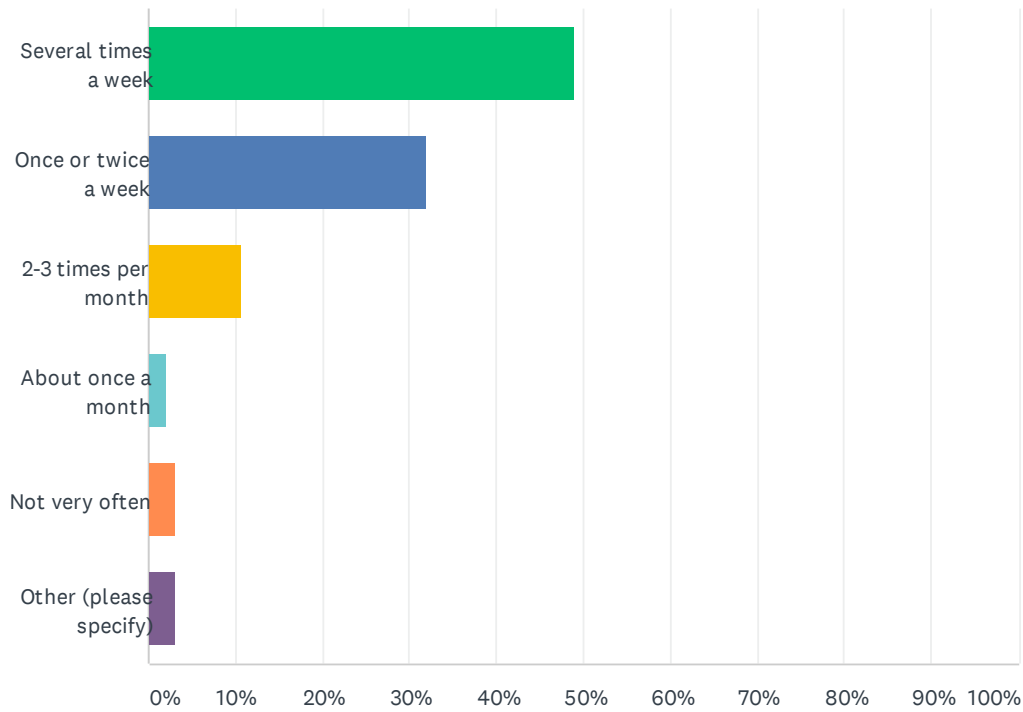
ANSWER CHOICES	RESPONSES
None of the above	5.32% 5
Farmers Market	69.15% 65
Music in the Park	54.26% 51
Jazz on the Plazz	46.81% 44
Holiday Parade	62.77% 59
Cats Hill	11.70% 11
Other (please specify)	7.45% 7
Total Respondents: 94	

#	OTHER (PLEASE SPECIFY)	DATE
1	Chamber events	8/14/2021 4:43 AM
2	Fiesta De Arts!	8/13/2021 5:12 PM
3	Fiesta de Arts!	8/12/2021 6:21 AM
4	Fiesta De Artes and every Wine Walk	8/12/2021 12:05 AM
5	Oak meadow movie night, fiesta de rates, & more	8/11/2021 8:46 PM
6	No parking so, stopped going!	8/11/2021 3:48 PM



# Q11 Outside of the Promenade events, how often do you typically visit downtown Los Gatos?

Answered: 94 Skipped: 0



ANSWER CHOICES	RESPONSES	
Several times a week	48.94%	46
Once or twice a week	31.91%	30
2-3 times per month	10.64%	10
About once a month	2.13%	2
Not very often	3.19%	3
Other (please specify)	3.19%	3
<b>TOTAL</b>		<b>94</b>

#	OTHER (PLEASE SPECIFY)	DATE
1	Every day. I live in the Almond Grove.	8/13/2021 9:06 PM
2	Everyday	8/11/2021 4:40 PM
3	Sometimes	8/11/2021 12:53 PM

## Q12 Please provide any additional observations or feedback regarding the Thursday Night Promenade events, thank you!

Answered: 67 Skipped: 27

#	RESPONSES	DATE
1	Great local event. Event will have the tendency to attract non-local participants, which could come with it's own problems, however worth it to give the residents a great opportunity to enjoy our beautiful town and residents.	8/16/2021 7:44 AM
2	Would like to see it done more often and more nights	8/15/2021 9:00 PM
3	I think Catherine and her staff did an amazing job! There were a lot of smiling faces and people looked thrilled to be outdoors, interacting and enjoying the lovely weather. I think the boon to restaurants was a plus in light of the Covid-19 hits everyone has taken. There didn't appear to any wrinkles in the running of the event. I hope the Chamber of Commerce will bring back this series of events next summer!!	8/15/2021 4:54 PM
4	Thanks for providing a source of good cheer and signs of life as safely as possible during covid! I only wish the promenade season had lasted longer.	8/15/2021 4:09 PM
5	Please continue but move to Saturdays?	8/15/2021 1:48 PM
6	Love it. More such community event opportunities would be good.	8/15/2021 10:57 AM
7	It was wonderful to have the event and should continue. Our town needs events like this to support our local businesses.	8/15/2021 10:00 AM
8	It was great fun. I hope it is something the town keeps in the future.	8/15/2021 6:41 AM
9	Super fun!	8/14/2021 9:37 PM
10	Please do more events like this.	8/14/2021 8:41 PM
11	Very successful event!	8/14/2021 7:38 PM
12	Enjoyed the beverage stands and live music	8/14/2021 1:16 PM
13	Loved it all!!! Please continue next year, but maybe go into September!	8/14/2021 12:46 PM
14	It would have been nice if the restaurants each had a "signature dish " for sale outside their restaurants. Also featuring a few local artists would be nice. There really wasn't anything special to see or do at the event. Need a few things to showcase the town.	8/14/2021 11:41 AM
15	Have more weeks	8/14/2021 9:57 AM
16	Please keep the outdoor dining areas. Everyone I know loves it. The town feels alive and friendly	8/14/2021 7:24 AM
17	Wonderful event. Job well done. Hope to see the event back next year.	8/14/2021 4:43 AM
18	I loved promenade and wish the season was not ended so early. Also, having the ability to walk on Santa Cruz was amazing. I would be in favor of that year-round.	8/13/2021 10:49 PM
19	Bring it back for sure, but enforce parking restrictions.	8/13/2021 9:06 PM
20	I shared some with Catherine. A better job needs to be done on the Almond Grove Streets with traffic/speeding...	8/13/2021 8:04 PM
21	Loved the bands and seeing people celebrating and dancing	8/13/2021 7:42 PM
22	Change from Thursday to all day Sunday.	8/13/2021 6:54 PM
23	One observation: Crowds increased each time we went! The word must have gotten out how great the Promenades were!	8/13/2021 5:12 PM

24	Hate the noise, traffic, lack of parking enforcement and the street closures.	8/13/2021 5:01 PM
25	Noise and traffic, including well after event end time very unpleasant for downtown residents. We put up with it for COVID recovery, but very glad it is over and do NOT want to see street closure in the future!!!	8/13/2021 4:54 PM
26	There could be better communication with bars that were caught a bit short for staffing when the event was extended and no notice was given. Otherwise, it was a great event that should be done every year! 4-9:00 would be better timing as 3:00 is a fairly dead time.	8/13/2021 4:28 PM
27	I saw so many families. More activities for kids would be great! The performers were fun but they were on for a very short show. Maybe face paintings, balloons, lawn games for the little ones. Also, I would have loved to see more "to-go" food options. Most of the tables were all alcohol, which was nice, but it would have been cool if restaurants were serving a few street-style options from their menu as well.	8/13/2021 4:16 PM
28	Love to see more events like this!	8/13/2021 4:10 PM
29	I absolutely loved the event. Such a great way to get together! Please repeat next summer. Or make it a year-round event with one promenade per month.	8/13/2021 7:50 AM
30	I just miss the park environment to listen to music	8/13/2021 7:30 AM
31	Wondering why it is on a Thursday vs. a Friday. Possibly for traffic reasons and shutting down the street? Kind of liked it on a Thursday, but maybe switch it up a couple of nights throughout summer so more people can attend. Loved that it is kid and dog friendly. I think it is great for the local businesses and encourages people to go downtown. Social media push on Instagram was a good amount and raised awareness for the younger crowd. I liked that it wasn't only for older people and inclusive to all. Also encouraged safe area for young adults where they can be around parents too.	8/12/2021 9:51 PM
32	Merchants said they would gladly pay weekly to extend the events. They said they are required to have a permit to sell alcohol outside their location, and would gladly pay weekly to continue the Thursday events.	8/12/2021 8:28 PM
33	This was a wonderful concept as it brought together all age groups of the community. Young families early, adults around dinner, and younger adults into the evening - it was really original in that it tailored to ALL age groups	8/12/2021 1:23 PM
34	A welcomed addition to the summer! What a nice treat for the town. Thank you!	8/12/2021 10:50 AM
35	It was great!	8/12/2021 9:20 AM
36	Keep them going! It's so fun, best thing to happen in Los Gatos in awhile	8/12/2021 8:28 AM
37	Find ways to make these more family friendly events	8/12/2021 7:59 AM
38	It was well organized. Congrats on a great job!	8/12/2021 7:37 AM
39	Have it on weekends to disrupt beach traffic. Consumers, vendors, everyone happy. Have more kiosks, make purchasing food and drinks easier. Lines get long in restaurants.	8/12/2021 7:08 AM
40	Would love to see more of these 7 was not enough!	8/12/2021 6:53 AM
41	Amazing event to implement in Summer!	8/12/2021 6:21 AM
42	Hope we can do more events like this	8/12/2021 12:42 AM
43	Keep them next summer!!!!	8/12/2021 12:05 AM
44	Do more of these ! Jazz in Plazz and park concerts hopefully will come back. Live music is very fun for all.	8/11/2021 11:03 PM
45	I think advertising could've been better before week 1. I saw no signs around town, barely heard anything about it other than one post I'd seen on instagram	8/11/2021 10:56 PM
46	My hometown has 'themes' for their summer downtown events - might be cute. Ex: Christmas in July, Rivalry night (A's/Giants/49'ers/Raiders) , 50's /Sock Hop (kids get dressed up and dance. ). Just changes things up.	8/11/2021 9:31 PM
47	Please keep this going! Once a month on Saturdays would be awesome	8/11/2021 9:13 PM



48	Hope it continues but not at the expense of Music in the Park, that has been such an important part of the fabric of the community. Jazz is awesome as well, hopefully all can continue	8/11/2021 9:11 PM
49	always looked like people were enjoying themselves. Loved seeing all the happy faces	8/11/2021 9:06 PM
50	Thanks for creating this fun weekly event. It's been a great part of our summer	8/11/2021 8:46 PM
51	Maybe adding a few tents or umbrellas for shade or even misting if not in drought. And pedicabs for people to get to and from home might be a fun addition	8/11/2021 8:02 PM
52	Keep it going!	8/11/2021 6:27 PM
53	The outdoor dining and events are great addition to the town	8/11/2021 5:19 PM
54	The Promenade event is fantastic! It brings more people to downtown and helps fill the restaurants and shops. My only suggestion would be to move the music further into the center of town, away from the office buildings that are near the corner of Bachman. The loud music was disruptive to meetings I attend late in the afternoon, mostly on Zoom, as it was difficult to hear the other participants on the meeting. Otherwise, I love it and applaud your innovative thinking!	8/11/2021 5:08 PM
55	☐☐	8/11/2021 4:40 PM
56	please do more of it with more places to sit and relax	8/11/2021 4:02 PM
57	If parking problem is not solved, none of these great things can succeed!	8/11/2021 3:48 PM
58	Pls. do this next year!	8/11/2021 3:34 PM
59	Great idea! We enjoyed it.	8/11/2021 2:41 PM
60	Fun experience with an amazing vibe. I hope they are held again next summer	8/11/2021 2:23 PM
61	They sound fun but when and where are they held? I was not aware of them this year	8/11/2021 2:22 PM
62	Keep them coming - I love how they brought Los Gatos back to life.	8/11/2021 1:53 PM
63	These should be a feature every summer and even occasionally during other times of year.	8/11/2021 1:31 PM
64	More food vendors and perhaps more fun game things??	8/11/2021 12:53 PM
65	Please keep doing them!!	8/11/2021 12:45 PM
66	Loved them! Would have liked more and also consider doing something like this the night of the tree lighting ceremony at the holidays!	8/11/2021 12:43 PM
67	We really enjoyed the event. Really nice outdoors activity that helped feel like we are done with the pandemic (although we aren't). Made LG feel really vibrant and fun!	8/11/2021 12:28 PM

**From:** Carol Stoker  
**Sent:** Friday, August 13, 2021 6:02 PM  
**To:** Council <[Council@losgatosca.gov](mailto:Council@losgatosca.gov)>  
**Subject:** Comment on Closure of Pacific Avenue

I wish to comment on the events of this summer on Pacific Avenue. I thought that the thursday afternoon events on Pacific Avenue were a wonderful way to celebrate the summer and get over the COVID shutdown blues. It was a huge success! I would like the town council to consider making Pacific Avenue, in the section that was closed, a pedestrian only corridor. In Boulder Colorado in the 1980s a section of Pearl Street also in the center of town was closed to vehicle traffic. What resulted was a full time entertainment center as a variety of performers such as jugglers, musicians, magicians, dancers and all kinds of entertainers came there to play for tips, and this entertainment drew crowds of people. I was in college at the time and knew people who paid their way through school by performing in the pedestrian mall. This type of thing will cause a downtown economic boom for the businesses on the street and, because it is outdoors, it is a very safe way to socialize with low risk from COVID infection. As another advantage, restaurants can permanently have outdoor seating on the sidewalks. Most cities in Europe have car-free downtown areas and limit traffic to only permitted vehicles such as those that service the restaurants, emergency vehicles, etc.. As a result, there is always something interesting going on in the pedestrian areas. I am certain this would pay for itself. During the road closure with live music, I witnessed several disabled people in wheelchairs enjoying the activities. I hope that the City Council will discuss how to leverage the success of this summer's experiment in street closure to create a more fun and lively area in our town.

Cordially,  
Carol Stoker Redwood Estates/ Los Gatos CA.



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/2021

ITEM NO: 11

DESK ITEM

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DATE: August 17, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality in Response to the Ongoing COVID-19 Pandemic, Including:

- a. Temporary Krail Parklets:
  1. Extend Sunset Date for Dining Establishments until January 31, 2022 and Approve a Budget Adjustment of \$40,000 from American Rescue Plan (ARPA);
  2. Provide Direction on Temporary Tents and Other Weather Protection Structures, Including Enforcement;
- b. Semi-Permanent Parklets:
  1. Allocate Additional Funding of \$680,000 from the Town's ARPA Allocation to Meet the Response of Businesses to the Subsidized Parklet and Grant Application Process; and
- c. Debrief the Chamber of Commerce's Thursday Night Promenade Events in which the Town Provided Financial Support.

**REMARKS:**

Attachment 7 provides the Town Council with additional information for its discussion related to parklets including a list of all parklets located on public right-of-way and a corresponding map illustrating: existing temporary krail parklets for restaurants and retailers; proposed locations of applications received for semi-permanent outdoor dining parklets; and the existing locations of the fully built, original five parklets, installed prior to the start of the COVID-19 pandemic.

**PREPARED BY:** Monica Renn  
Economic Vitality Manager

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Police Chief, Community Development Director, Parks and Public Works Director, and Finance Director

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PAGE 2 OF 2

SUBJECT: Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality

DATE: August 17, 2021

Attachments Previously Received with the Staff Report:

1. Proposal from the Chamber of Commerce related to the original requests for the Thursday Night Promenade events
2. Written debrief from the Chamber of Commerce regarding the Thursday Night Promenade events
3. Public comment received before 11:00 a.m. on Thursday, August 12, 2021

Attachments Previously Received with the Addendum:

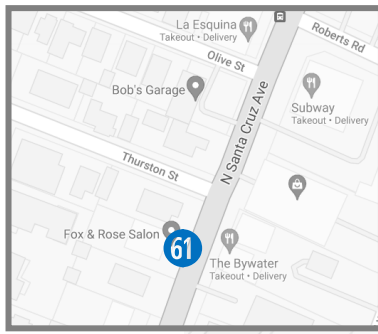
4. Business Survey Results regarding the Thursday Promenade events
5. Community Survey Results regarding the Thursday Promenade events
6. Public comment received after the publication of the staff report and before 11:00 a.m. on Monday, August 16, 2021

Attachments Received with this Desk Item:

7. List and Map of Parklets

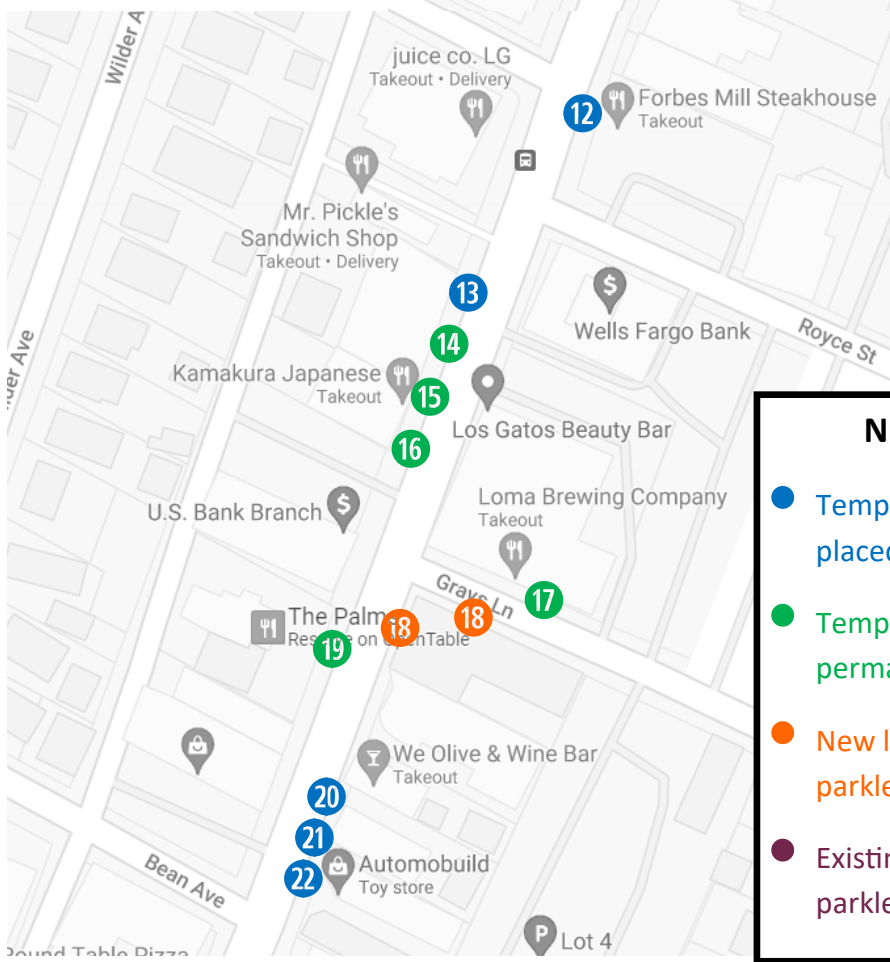
# on Map	Business	Address	Temp. Krail Parklet	Semi-Perm Parklet Application	New Business pending opening or opened in 2021
<b>N. Santa Cruz Avenue</b>					
1	Left Bend	346 NSC Ave.	✓		recently closed
2	Los Gatos Café	340 NSC Ave.	✓	✓	
3	Italian Brothers	330 NSC Ave.	✓	✓	
4	Glazier	326 NSC Ave	✓		recently reopened
5	Pedro's	316 NSC Ave./Petticoat Ln	✓	✓	
6	Easy Breezy Frozen Yogurt	307 NSC Ave.		✓	✓
7	Oak and Rye	303 NSC Ave.	✓	✓	
8	Royal Shaving Parlor	227 NSC Ave.			
9	Dolce Spazio	221 NSC Ave.	✓	✓	
10	Rootstock	217 NSC Ave.		Completed	
11	Golden Triangle	217 NSC Ave.	✓	✓	
12	Forbes Mill	206 NSC Ave.	✓		
13	Black Watch	141 NSC Ave.	✓		
14	Coup de Thai	137 NSC Ave.	✓	✓	
15	Kamakura Sushi	135 NSC Ave.	✓	✓	
16	North	133 NSC Ave.	✓	✓	
17	Loma Brewing	130 NSC Ave./Greys Lane	✓	✓	
18	HRK Group	122 NSC Ave./Greys Lane		✓	✓
19	Palms	115 NSC Ave.	✓	✓	
20	Natural Creations	108 NSC Ave.			
21	Time Out Clothing	108 NSC Ave.			
22	Automobuild	100 NSC Ave.			
23	Black Cats Hats	59 NSC Ave.			
24	Round Table Pizza	57 NSC Ave.	✓	✓	
25	Gardino's	51 NSC Ave.	✓	✓	
26	Tea Fermata	47 NSC Ave.		✓	
27	The Lexington House	40 NSC Ave.	✓	✓	
28	New Business	40 NSC Ave.		✓	✓
29	J Croll/Maids Quarters	34 + 36 NSC Ave.			
30	Chez Philippe	34 + 36 NSC Ave.	✓	✓	✓
31	Fleur de Cocoa	39 NSC Ave.	✓	✓	
32	Petroglyph	37 NSC Ave.	✓		
33	Lolli & Pops- used by Pastaria	35 NSC Ave.			
34	Pastaria	27 NSC Ave.	✓	✓	
35	Apple	23 NSC Ave.	✓		
36	Andale (large)	21 NSC Ave.		Completed	
37	Great Bear Coffee	19 NSC Ave.	✓	✓	
38	Pizza My Heart	9 NSC Ave.		Completed	
39	Carry Nations	8 NSC Ave.	✓	✓	
40	Andale (small)	6 NSC Ave.	✓	✓	
41	Oren's Hummus	1 NSC Ave	✓	✓	
<b>S. Santa Cruz Avenue</b>					

42	Willow/Main Street	20 S. Santa Cruz		✓	
43	#1 Broadway	1 Broadway/SSC	✓		
<b>Main Street</b>					
44	Pizza Chicago di Italia	160 W. Main	✓	✓	✓
45	Posh	125 W. Main	✓		
46	Centonove	109 W. Main		Completed	
47	Zona Rosa	81 W. Main		Completed	
48	Nimbus Salon	65 W. Main	✓		
49	Athletic Performance	55 W. Main	✓		
50	Sidecar	25 E. Main	✓	✓	
51	Sara's Southern Kitchen	27 E. Main	✓	✓	change of ownership
52	Epernay Bistro	29 E. Main	✓	✓	✓
53	Honey Bear Dessert	33 E. Main		✓	✓
54	Namaste	35 E. Main	✓	✓	
55	Vacant Spaces/Hoffman	37 E. Main		✓	✓
56	Vacant Spaces/Hoffman	47 E. Main		✓	✓
57	Nina's Taqueria	49 E. Main		✓	✓
<b>University Avenue</b>					
58	Steamers	31 University		✓	
<b>Montebello Way</b>					
59	Montebello Market	9+11 Montebello Way		✓	✓
<b>Village Lane</b>					
60	Tasting House	368 Village Lane		✓	✓
<b>N. Santa Cruz Avenue, North of Los Gatos-Saratoga Road</b>					
61	Bywater	532 NSC Ave.	✓		



# PARKLET MAP #1 – 22, 60, 61

Number labeled on map corresponds with business number on attached excel spread sheet



### NUMBER COLOR KEY

- Temporary krail parklet, will be replaced with parking
- Temporary krail parklet with semi-permanent application
- New location with semi-permanent parklet application
- Existing, fully built semi-permanent parklet

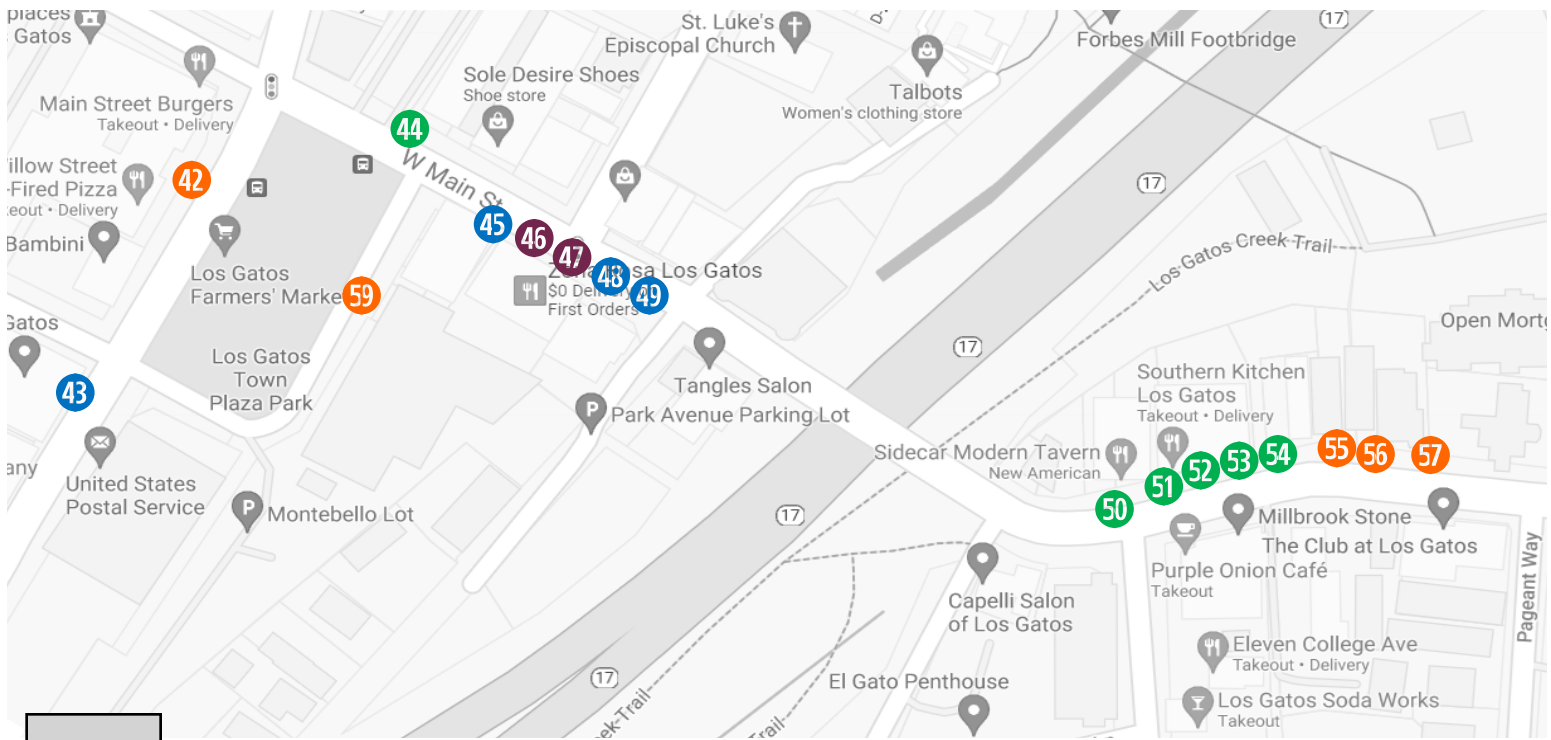
# PARKLET MAP

## #23 – 59

Number labeled on map corresponds with business number on attached excel spread sheet

### NUMBER COLOR KEY

- Temporary krail parklet, will be replaced with parking
- Temporary krail parklet with semi-permanent application
- New location with semi-permanent parklet application
- Existing, fully built semi-permanent parklet







**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/21

ITEM NO: 12

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DATE: August 11, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program Budget and Determine Any Additional Investments Based on Additional Funding Allocated for Capital Purposes

**RECOMMENDATION:**

Review the Fiscal Year (FY) 2021/22 – 2025/26 Capital Improvement Program (CIP) Budget and determine any additional investments based on additional funding allocated for capital purposes.

**BACKGROUND:**

On June 1, 2021, the Town Council approved the Fiscal Year 2021/22 – 2025-26 CIP. During the development of the CIP, very few funds were available to add to the program. Since adoption, the Council allocated additional funds of \$2,250,000 to the General Fund Allocated Reserve (GFAR) for capital projects. This includes funds from property sales, 50% of previously collected Measure G revenue through June 2020, and 50% of estimated Measure G revenue during FY 2020/21. In addition, the Council expressed an interest in reviewing the CIP with the addition of information on how the projects serve varying needs of the community, including quality of life and equity.

**DISCUSSION:**

Following allocation of the \$2,250,000 two funding commitments were made by Council action. As the budget was being finalized, the Town Council allocated an additional \$575,000 to the Vegetation Management project, \$500,000 in alignment with recommendations from the Finance Commission and \$75,000 to match grant requests through the Federal Emergency Management Association (FEMA). With those commitments, the available CIP funding now

**PREPARED BY:** Matt Morley  
Parks and Public Works Director

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

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SUBJECT: Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program Budget and Determine Any Additional Investments Based on Additional Funding Allocated for Capital Purposes

DATE: August 11, 2021

DISCUSSION (continued):

totals \$1,675,000. It is not necessary to program all of these funds, and it may make sense to leave some funds unallocated to address potential unidentified needs over the course of the year.

Attachment 1 provides a staff prioritized list of projects for new or additional funding to advance additional CIP work. Staff manages and updates this list over time to ensure that requests can be considered for funding when appropriate. The total list exceeds \$29M in projects. The list prioritizes projects into four categories and identifies the areas where each project may serve the needs of the community:

Priorities (High to Low)	Community Impacts
1. Safety	Safety
2. Economic Vitality	Equity
3. Critical Capital Maintenance	Quality of Life
4. Infrastructure Improvements	Mandate
	Capital Maintenance
	Capital Improvement

Attachment 1 may be a good starting point for discussion on allocating funds. Although the list is provided in priority order based on the above priorities, there are times when projects further down the list may warrant priority funding, especially smaller lower cost projects that might have a big impact to the public.

Based on the current list, staff recommends the following funding allocations to the FY 2021/22 Capital Improvement Program, with remaining funds to remain in the GFAR for future allocations:

Project	Cost
<b>Security Enhancements at Civic Center</b> Recent nefarious activity between the Civic Center and Pageant Grounds has created the need to secure that area with fencing and gates. This is a new project.	\$275,000

SUBJECT: Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program Budget and Determine Any Additional Investments Based on Additional Funding Allocated for Capital Purposes

DATE: August 11, 2021

DISCUSSION (continued):

Project	Cost
<b>Downtown Parking Signage</b> Staff is negotiating with a consultant to design the project. Looking forward, once the design is complete, limited funds are available for construction and installation of the signs. This augments an existing project.	\$400,000
<b>Blossom Hill Road Traffic Calming</b> A traffic study completed last year identifies modifications to Blossom Hill Road between Camelia Terrace and Hillbrook. This augments an existing project.	\$200,000 design \$950,000 construction (leave unfunded)
<b>Total</b>	<b>\$875,000</b>

**Unfunded Needs Assessment**

Other elements of Town infrastructure are undergoing detailed analysis to identify capital needs. These assessments are ongoing and together with the specific project list of Attachment 1, tell a capital needs story for the Town. In summary, these needs include:

Category	Funding Need
Facilities Deferred Maintenance	\$12.7M
Stormwater Infrastructure	\$15 M
Pavement Maintenance (PCI of 75) over 5 years	\$13.5M
ADA Transition Plan	\$ TBD
<b>Total</b>	<b>\$41.2M</b>

**Projects of Special Interest**

*Downtown Streetscape* - The original intent to begin setting aside funding for this project required a pivot due to COVID-19, with a focus on economic recovery taking precedent and allocating the majority of the funding previously set aside. An ideal future schedule might include a pause to allow economic recovery to take hold with a re-engagement in the original project beginning in 2023 with early design and outreach efforts and a 7–10-year horizon for project completion. Incremental accumulation of funds over time may be an option to avoid future funding challenges. Shifting eligible semi-permanent parklet expenses to American

SUBJECT: Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program Budget and Determine Any Additional Investments Based on Additional Funding Allocated for Capital Purposes

DATE: August 11, 2021

DISCUSSION (continued):

Rescue Plan Act (ARPA) funds may be a possibility for restoring funding to the streetscape project.

*Fire Fuel Reduction* – The project addresses fire risk mitigation along roadsides and in open space in the Wildland Urban Interface (WUI). Funding opportunities for this project include the following:

Source	Amount
Additional Council appropriated funds in CIP	\$500,000
Federal Budget Earmark	\$750,000
FEMA Funding – Roadside	\$1,500,000
FEMA Funding – Open Space	\$1,300,000
<b>Total Potential Funding</b>	<b>\$4,050,000</b>

Funding for FEMA projects requires a 25% match and work completed prior to the grant authorization cannot be used for a match and is not reimbursable under the grant. The Town funds could be used for a match, but those funds could not be expended prior to FEMA approval. The Council may wish to provide direction on taking continued fuel reduction activities now or waiting for FEMA approval, a timeframe of six months or more.

**Reviewing the Current CIP**

The current CIP has been presented in Attachment 2 in a format meant to support the information in the annual “budget book” and to provide an at a glance view of each project with key metrics. This graphical presentation highlights the community elements that each project addresses, project challenges, funding sources and budget information, funding status, and schedule information.

These worksheets are meant to be a tool to help assess both individual projects and the CIP as a whole. The Council may want to provide feedback on the attachment with respect to the information provided and any modifications that might make it more useful.

CONCLUSION:

The Town has significant capital expenditure needs competing for limited funds. Prioritization of projects and goals helps to ensure existing infrastructure is maintained in a cost-effective manner while new amenities are added at a balanced and reasonable rate.

PAGE 5 OF 5

SUBJECT: Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program  
Budget and Determine Any Additional Investments Based on Additional Funding  
Allocated for Capital Purposes

DATE: August 11, 2021

FISCAL IMPACT:

Any actions taken by the Town Council may have corresponding fiscal impacts in the FY  
2021/22 – 2025/26 CIP.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Fiscal Year 2021/22 CIP Unfunded Project List
2. Graphical Presentation Fiscal Year 2021/22 Capital Improvement Program

Fiscal Year 2021/22 CIP Unfunded Project List

Rank- 1 - Safety 3 - Critical Cap Maintenance		2 - Economic Vitality 4 - Infrastructure Improvements								
Rank	Project	Program	GFAR Add Amount	Safety	Equity	Quality of life	Mandate	Maintenance	Improvement	
1	Security Enhancements at Civic Center	Facilities	\$ 275,000	✓						✓
1	Neighborhood Traffic Calming	Streets	\$ 250,000	✓	✓	✓				✓
2	Downtown Parking Signage	Streets	\$ 400,000							✓
2	Blossom Hill Road Traffic Calming	Streets	\$ 950,000	✓	✓	✓				✓
3	Shannon Road Repair	Streets	\$ 3,500,000	✓					✓	
3	Sidewalk Infill Across from Fisher Middle School	Streets	\$ 250,000	✓	✓					✓
3	ARC replace FCU (HVAC)	Facilities	\$ 100,000						✓	
3	CNG station decommission	Facilities	\$ 100,000						✓	
3	La Rinconada play structure	Parks	\$ 200,000	✓					✓	
3	Oak Meadow Air Force Plane Coating	Parks	\$ 55,000	✓					✓	
4	Union Ave Community Garden	Parks	\$ 500,000		✓	✓				✓
4	Townwide drinking fountain to hydration station	Parks	\$ 50,000			✓				✓
4	Public Art Gateway #2	Arts Commission	\$ 28,000			✓				✓
4	Public Art - Santa Cruz Ave @ Highway 9	Arts Commission	\$ 21,000			✓				✓
4	Downtown Streetscape	Streets	\$ 10,000,000			✓				✓
4	Highway 17 BPOC (local match funds)	Streets	\$ 1,800,000	✓	✓	✓				✓
4	Montebello Way Island Removal	Streets	\$ 20,000							✓
4	Oak Hill Play Lot and Hardscape	Parks	\$ 200,000	✓					✓	
4	Roberts Road West Trail Connector - 30% Design	Parks	\$ 100,000	✓	✓	✓				✓
4	Charter Oaks Trail Project	Parks	\$ 750,000	✓	✓	✓			✓	
4	Union Avenue Sidewalks	Streets	\$ 1,500,000	✓	✓	✓				✓
4	Oak Meadow Fencing Replacement	Parks	\$ 125,000						✓	
4	Lynne Ave Pedestrian Path Design	Parks	\$ 75,000	✓	✓	✓				✓
4	Los Gatos Almaden Road Improvements	Streets	\$ 6,000,000	✓	✓	✓				✓
4	Civic Center Irrigation System Replacement	Parks	\$ 200,000						✓	
4	La Rinconada Park Turf Renovation	Parks	\$ 200,000						✓	
4	Oak Meadow Restroom Expansion	Parks	\$ 750,000		✓	✓				✓
4	Live Oak Manor Park Turf Rehab	Parks	\$ 200,000			✓			✓	
4	Blossom Hill Park Turf Rehab	Parks	\$ 200,000			✓			✓	
4	North SC Sidewalk Repair north of Hwy 9	Streets	\$ 1,000,000	✓						✓
<b>TOTALS</b>			<b>\$ 29,799,000</b>							

## Graphical Presentation

### Fiscal Year 2021/22 Capital Improvement Program

The following pages provide an alternative look at the Town's Capital Improvement Program. Some key highlights include:

- This document is meant to be used in conjunction with the published budget and may reflect additional information not contained in the budget document, such as future funding needs.
- This is an evolving effort and input to make it more useful is always welcome.

#### **Navigating the Worksheets:**

##### **This Project Addresses:**

- Each project identifies a series of targets and measures the degree to which the project addresses those targets. This can be found in the upper left box on each page.
- The ratings may be subjective and discussion on the ratings may be appropriate.

##### **Project Challenges:**

Many projects have challenges. These are addressed in this box.

##### **Funding Sources:**

An at a glance funding summary. Additional information is available in the published CIP.

##### **Budget Estimate Summary:**

High level look at the design, construction, and total cost of a project.

##### **Funding Status:**

Reflection on the funds in place to deliver the project. Red is low funding, green is high funding.

##### **Schedule (chart):**

Designates the percentage of the project costs for design and construction and a marker for the current status.

##### **Schedule (table):**

Provides target dates for the project.

##### **Comments:**

#### **Data Highlights**

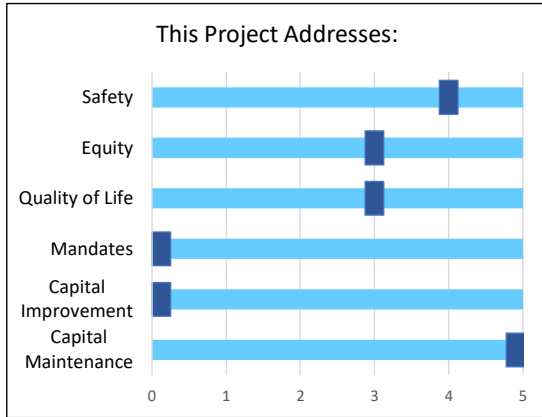
Number of Projects that Address Some Element of:	
Category	Count
Equity	31
Quality of Life	34
Mandates	9
Capital Improvement	34
Capital Maintenance	19

Project Funding Status	# Projects
Red	10
Yellow	2
Green	38

**Project: Annual Street Reconstruction & Resurfacing**

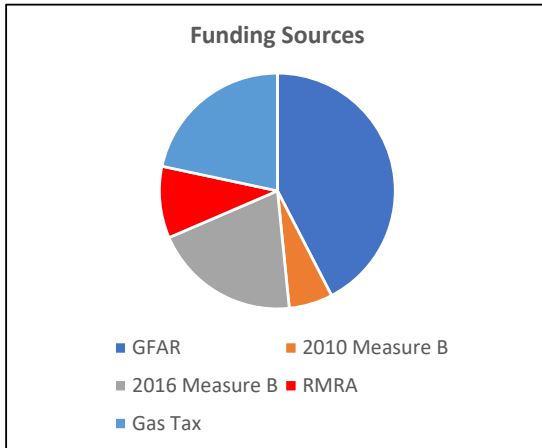
Budget Bk C-6

Description: Pavement repair and repaving project townwide.



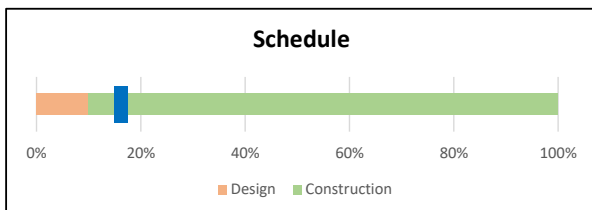
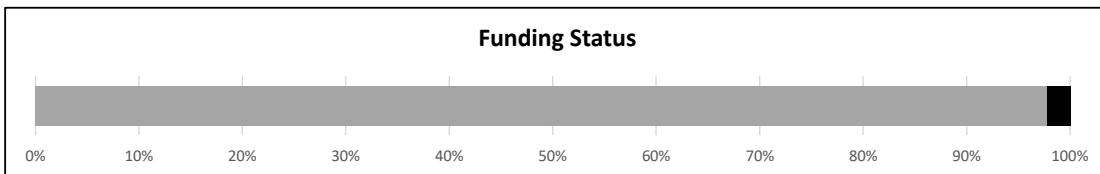
**Project Challenges**

- Demand for pavement contractors affects scheduling/ availability.
- Funding makes increasing Pavement Condition Index (PCI) difficult.



**Budget Estimate Summary**

Design	\$ 100,000
Construction	\$ 6,070,196
<b>TOTAL</b>	<b>\$ 6,170,196</b>



**Schedule**

Start	9/1/2020
Finish Design	8/1/2021
Finish Construction	11/1/2021

Comments:

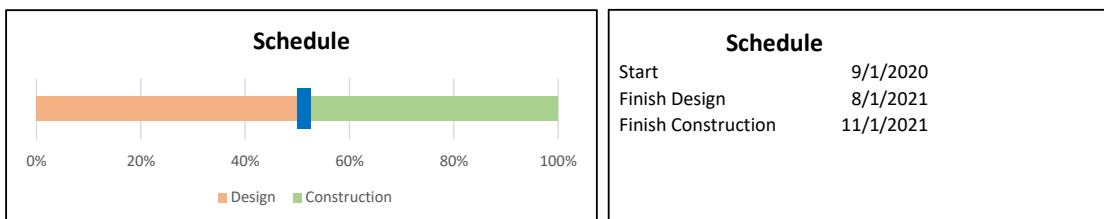
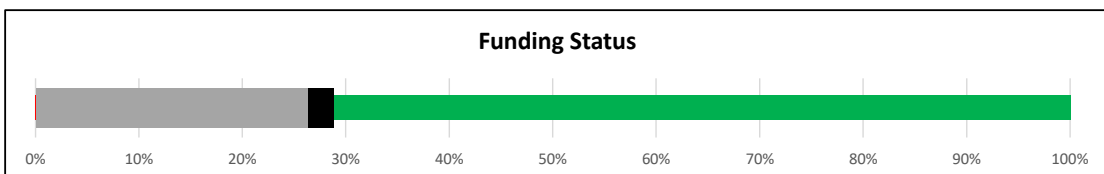
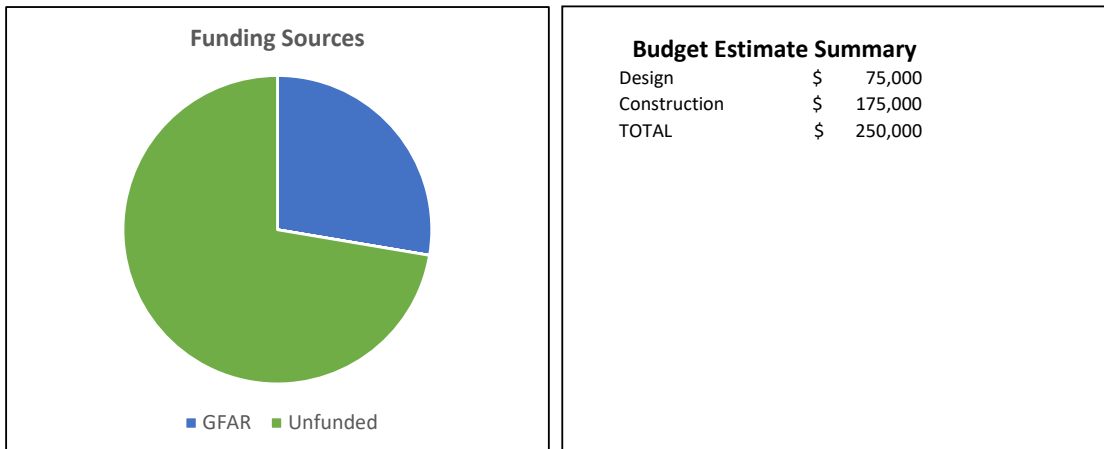
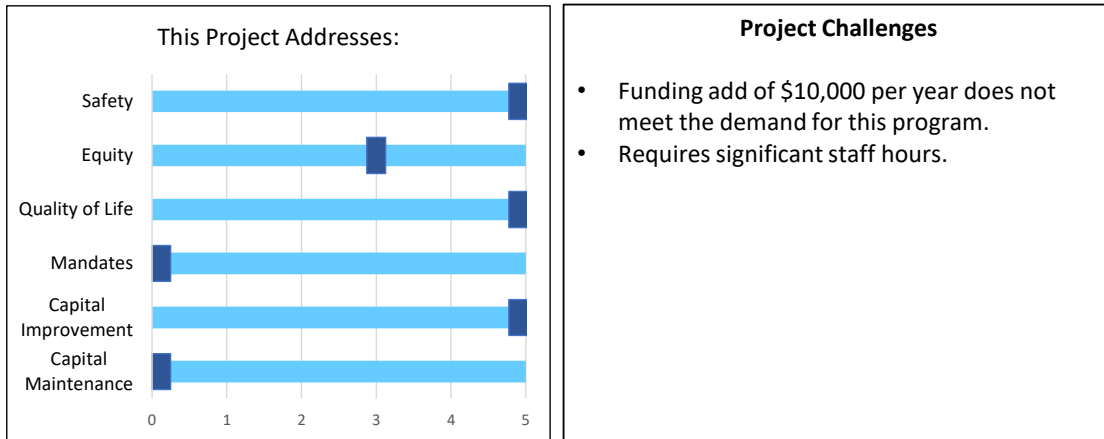
Due to project delivery schedule for previous fiscal year, the funding shows two years of funds.



**Project: Traffic Calming**

Budget Bk C-12

Description: Work with resident requests for traffic calming solutions.

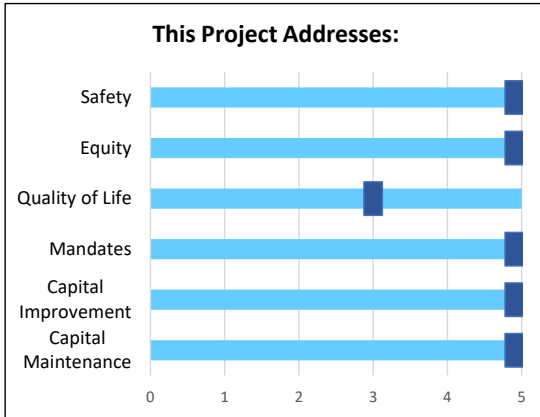


**Comments:** Funding assumes \$50,000 per year in anticipated need for 5 year CIP. Often the construction for this project is completed under the annual pavement maintenance project. Community engagement efforts inherent with the project make this a staff resource intensive project.

**Project: Curb, Gutter, & Sidewalk**

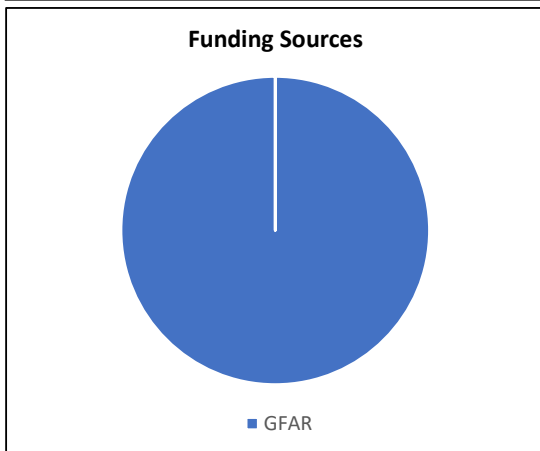
Budget Bk C-14

Description: Concrete repair along roadways.



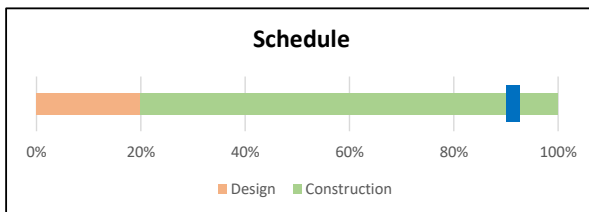
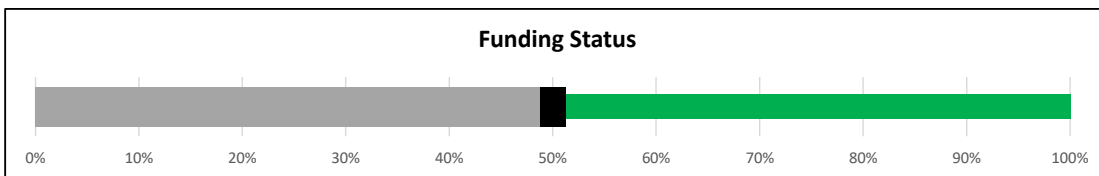
**Project Challenges**

- ADA requirements for curb ramps at intersections utilizes almost all of the funds.
- Little funding left over for sidewalk repair of trip hazards.



**Budget Estimate Summary**

Design	\$ 100,000
Construction	\$ 608,906
<b>TOTAL</b>	<b>\$ 708,906</b>



**Schedule**

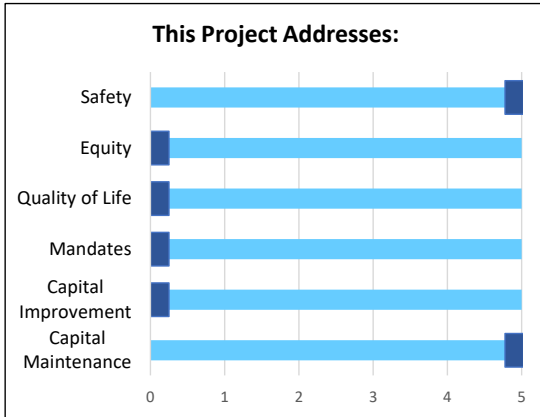
Start	9/1/2020
Finish Design	6/1/2020
Finish Construction	8/30/2020

**Comments:** Due to project delivery for previous fiscal year, the funding shows two years of funds. This project must precede pavement maintenance. In progress ADA Transition Plan will identify significant unfunded needs (est. December 2021).

**Project: Retaining Wall Repairs**

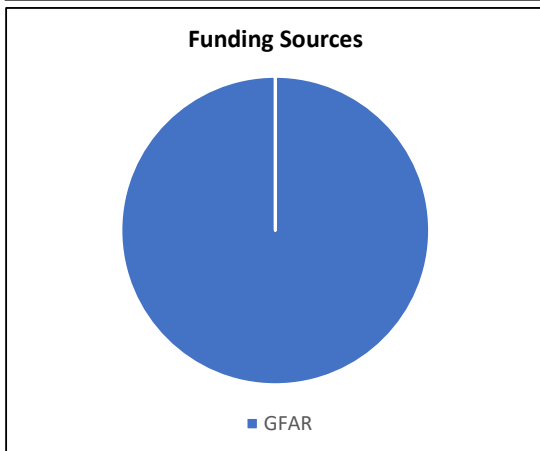
Budget Bk C-16

Description: Repair structurally deficient retaining walls.



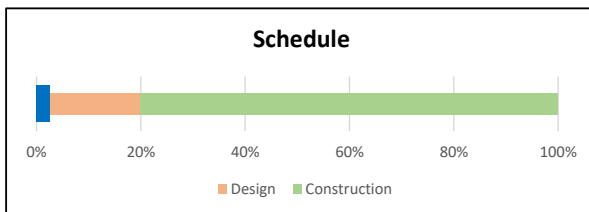
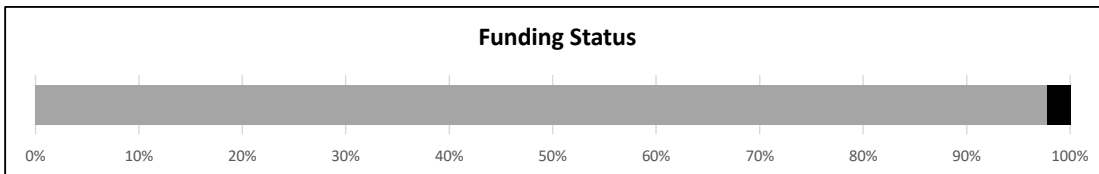
**Project Challenges**

- Comprehensive asset assessment needed.



**Budget Estimate Summary**

Design	\$ 116,314
Construction	\$ 348,941
<b>TOTAL</b>	<b>\$ 465,254</b>



**Schedule**

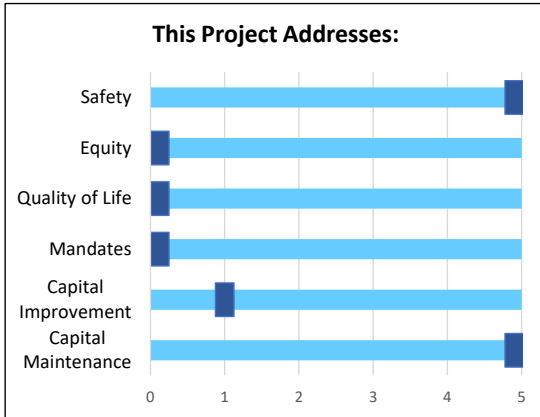
Start	12/1/2021
Finish Design	6/1/2022
Finish Construction	12/1/2022

**Comments:** Typically funded annually at \$100,000. Funding curtailed in FY 2022/23 and FY 2023/24 to balance annual CIP funding.

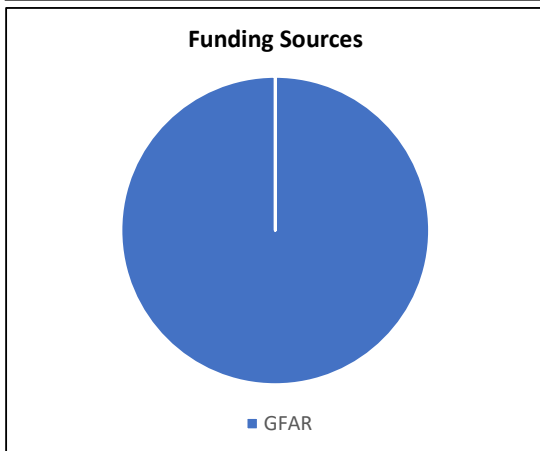
**Project: Annual Street Restriping**

Budget Bk C-18

Description: Restripe Town streets

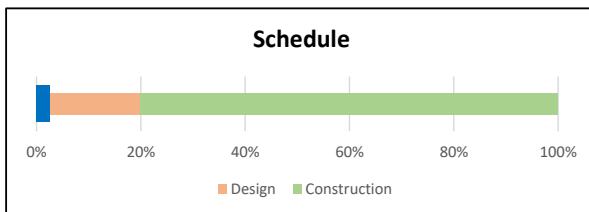
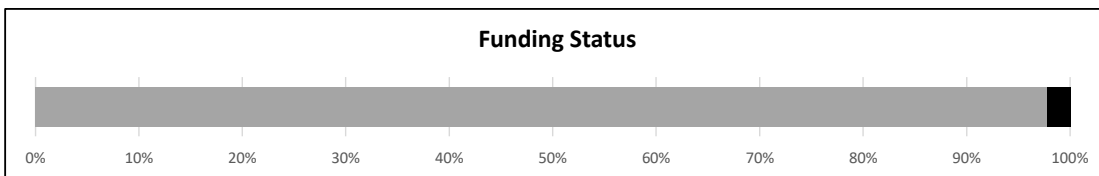


**Project Challenges**



**Budget Estimate Summary**

Design	\$ 48,568
Construction	\$ 145,704
<b>TOTAL</b>	<b>\$ 194,272</b>



**Schedule**

Start	12/1/2021
Finish Design	6/1/2022
Finish Construction	10/1/2022

Comments:

Typically funded annually at \$25,000. Project often combined with annual pavement maintenance project.

**Project: Guardrail Replacement**

Budget Bk C-20

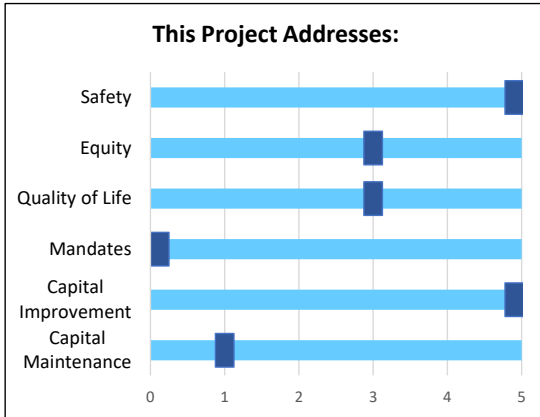
Description: Replace guardrails throughout Town

<p style="text-align: center;"><b>This Project Addresses:</b></p> <table border="1" style="margin-top: 10px; width: 100%; border-collapse: collapse;"> <caption>Project Impact Data</caption> <thead> <tr> <th>Category</th> <th>Impact Score</th> </tr> </thead> <tbody> <tr> <td>Safety</td> <td>5</td> </tr> <tr> <td>Equity</td> <td>1</td> </tr> <tr> <td>Quality of Life</td> <td>1</td> </tr> <tr> <td>Mandates</td> <td>2</td> </tr> <tr> <td>Capital Improvement</td> <td>1</td> </tr> <tr> <td>Capital Maintenance</td> <td>5</td> </tr> </tbody> </table>	Category	Impact Score	Safety	5	Equity	1	Quality of Life	1	Mandates	2	Capital Improvement	1	Capital Maintenance	5	<p style="text-align: center;"><b>Project Challenges</b></p>
Category	Impact Score														
Safety	5														
Equity	1														
Quality of Life	1														
Mandates	2														
Capital Improvement	1														
Capital Maintenance	5														
<p style="text-align: center;"><b>Funding Sources</b></p> <p style="text-align: center; margin-top: 10px;"> <span style="color: blue;">■</span> GFAR    <span style="color: orange;">■</span> Grants &amp; Awards         </p>	<p style="text-align: center;"><b>Budget Estimate Summary</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Design</td> <td style="text-align: right;">\$ 262,534</td> </tr> <tr> <td>Construction</td> <td style="text-align: right;">\$ 787,603</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$ 1,050,137</b></td> </tr> </table>	Design	\$ 262,534	Construction	\$ 787,603	<b>TOTAL</b>	<b>\$ 1,050,137</b>								
Design	\$ 262,534														
Construction	\$ 787,603														
<b>TOTAL</b>	<b>\$ 1,050,137</b>														
<p><b>Funding Status</b></p>															
<p style="text-align: center;"><b>Schedule</b></p> <p style="text-align: center; margin-top: 10px;"> <span style="color: orange;">■</span> Design    <span style="color: green;">■</span> Construction         </p>	<p style="text-align: center;"><b>Schedule</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Start</td> <td style="text-align: right;">9/1/2020</td> </tr> <tr> <td>Finish Design</td> <td style="text-align: right;">3/1/2021</td> </tr> <tr> <td>Finish Construction</td> <td style="text-align: right;">9/15/2021</td> </tr> </table>	Start	9/1/2020	Finish Design	3/1/2021	Finish Construction	9/15/2021								
Start	9/1/2020														
Finish Design	3/1/2021														
Finish Construction	9/15/2021														
<p>Comments:</p>	<p>HSIP grant funded most of the project. New guardrail current to new Caltrans standards.</p>														

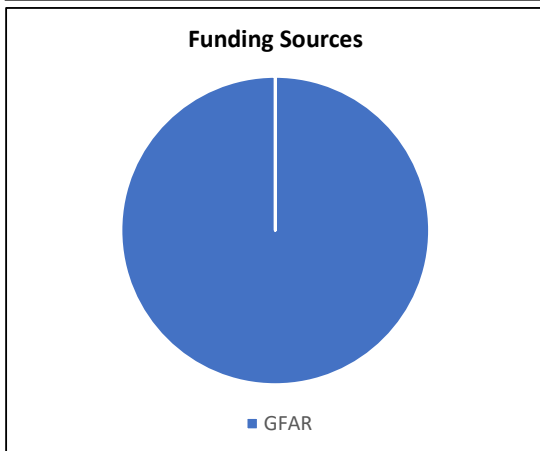
**Project: Massol Intersection Improvements**

Budget Bk C-22

Description: Safety improvements to Massol intersection at Highway 9

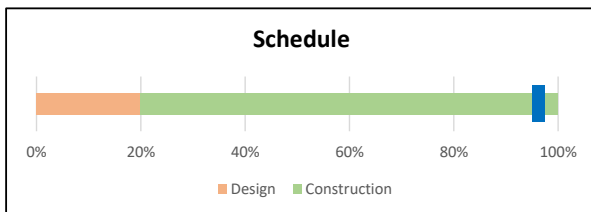
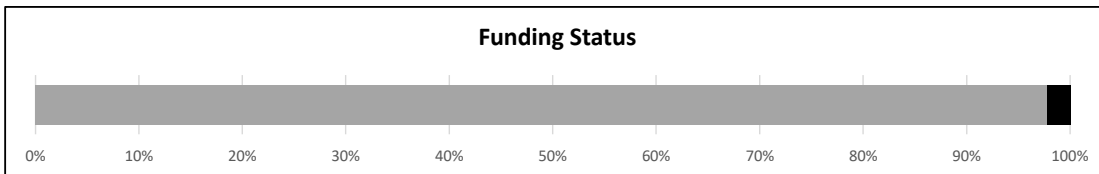


**Project Challenges**



**Budget Estimate Summary**

Design	\$ 126,787
Construction	\$ 380,361
<b>TOTAL</b>	<b>\$ 507,148</b>



**Schedule**

Start	6/1/2020
Finish Design	12/1/2020
Finish Construction	9/15/2021

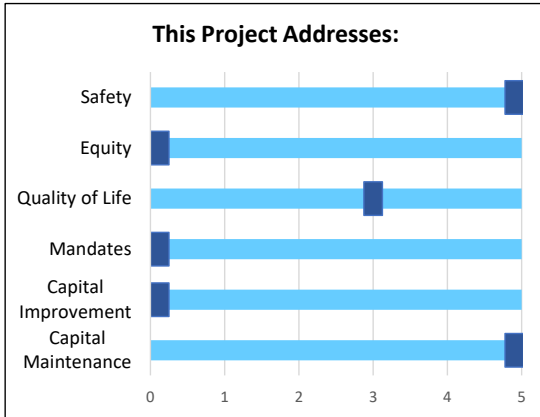
Comments:

Punchlist items remain.

**Project: Shannon Road Repair**

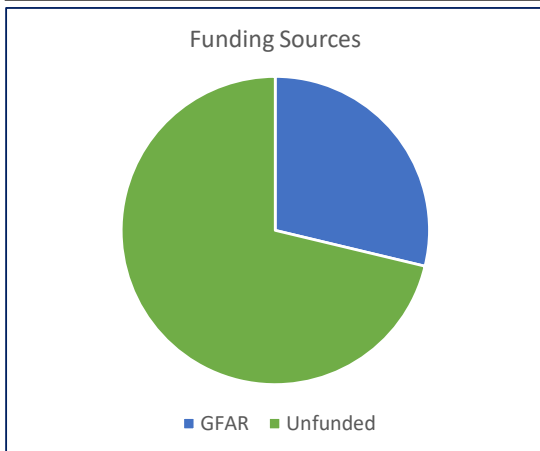
Budget Bk C-24

Description: Repair failing roadway between Santa Rosa and Sky Ln.



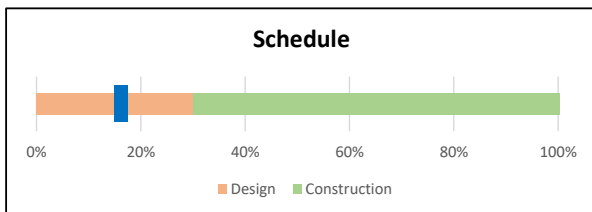
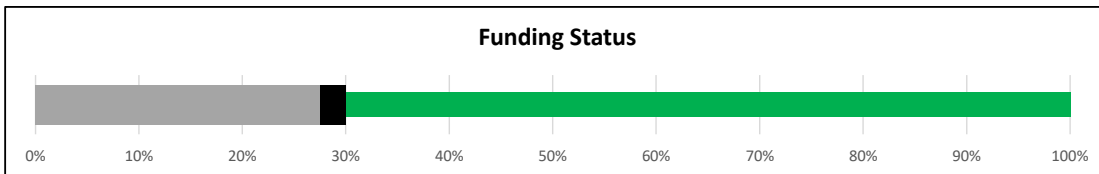
**Project Challenges**

- Funding deficient.
- Existing roadway may be on private property.



**Budget Estimate Summary**

Design	\$ 1,500,000
Construction	\$ 3,500,000
<b>TOTAL</b>	<b>\$ 5,000,000</b>



**Schedule**

Start	6/1/2020
Finish Design	3/1/2022
Finish Construction	12/30/2022

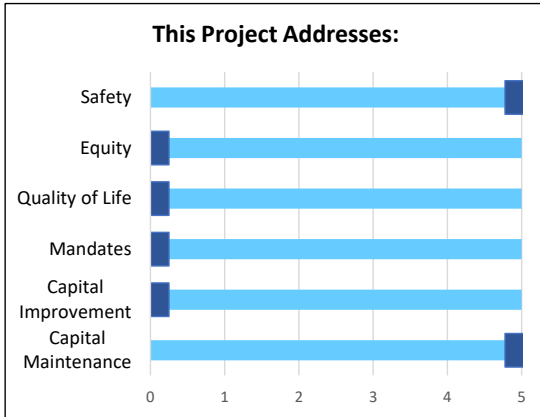
Comments:

Potential future adjacent development project.

**Project: Roadside Fire Fuel Reduction**

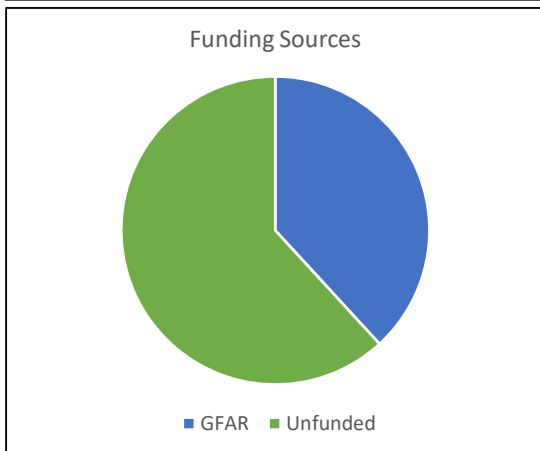
Budget Bk C-26

Description: Reduce fire risk through enhanced roadside maintenance.



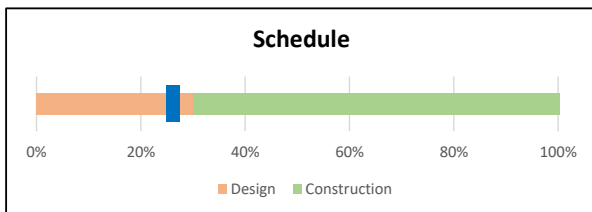
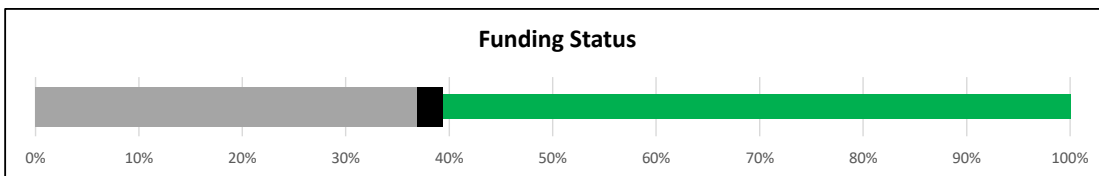
**Project Challenges**

- Funding ask from FEMA needed to continue project.



**Budget Estimate Summary**

Design	\$ 220,000
Construction	\$ 2,400,000
<b>TOTAL</b>	<b>\$ 2,620,000</b>



**Schedule**

Start	1/1/2020
Finish Design	10/1/2020
Finish Construction	12/30/2023

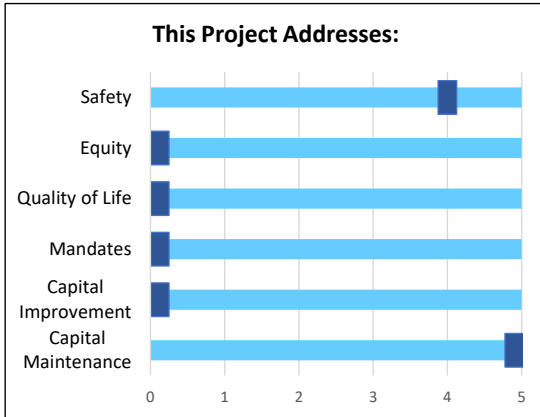
**Comments:** Phase one project completed in December 2020 utilizing GFAR funds. Vegetation management plan submitted to FEMA for potential future funding.



**Project: Parking Lot 4 Repair & Waterproofing**

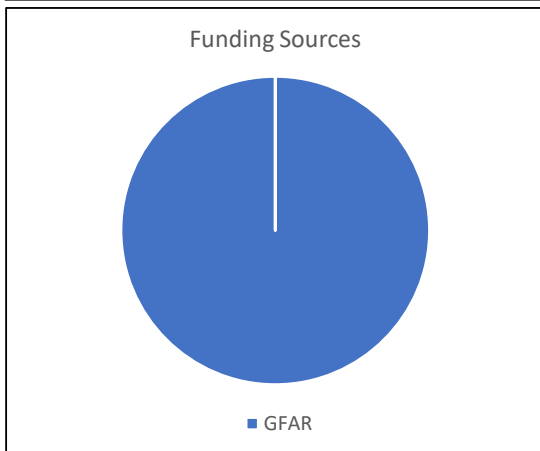
Budget Bk C-28

Description: Concrete repair and waterproofing.



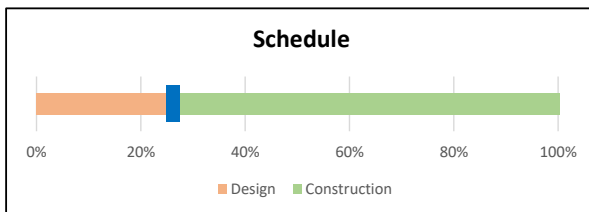
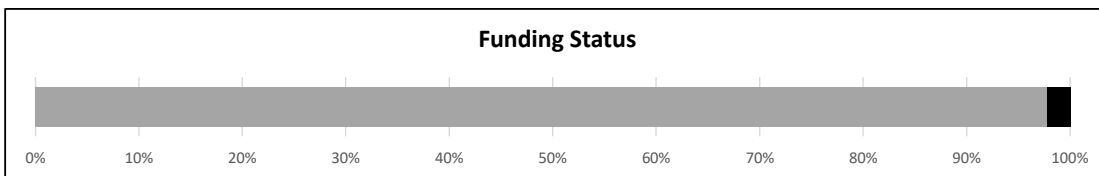
**Project Challenges**

- Difficult finding contractors interested in the work.



**Budget Estimate Summary**

Design	\$ 220,000
Construction	\$ 30,000
<b>TOTAL</b>	<b>\$ 250,000</b>



**Schedule**

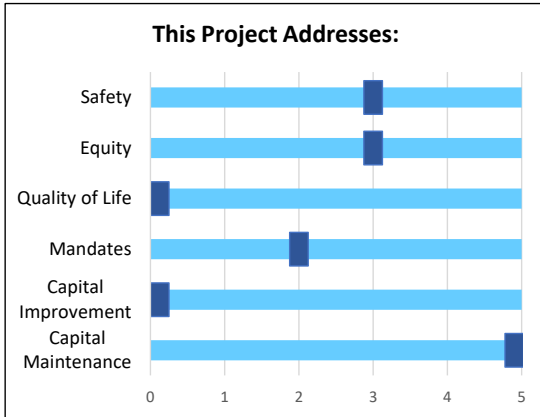
Start	1/1/2021
Finish Design	10/1/2021
Finish Construction	5/1/2022

Comments:

**Project: Downtown Parking Lot Sealcoat & Restripe**

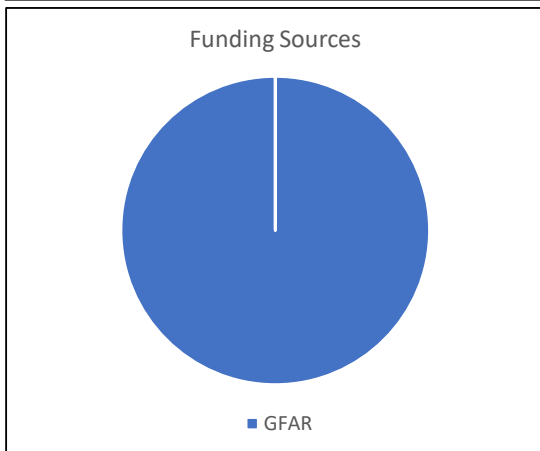
Budget Bk C-34

Description: Seal coat of parking lots



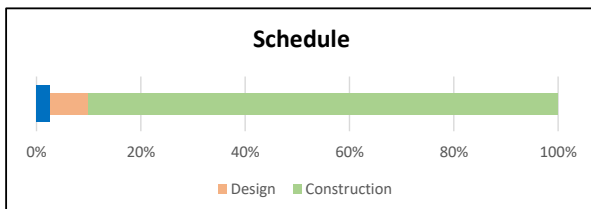
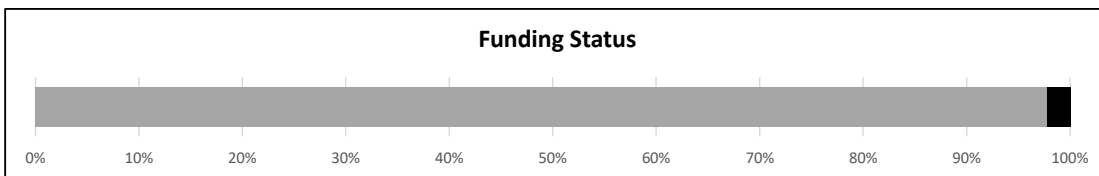
**Project Challenges**

- Difficulting finding contractors interested in the work.



**Budget Estimate Summary**

Design	\$	5,259
Construction	\$	47,327
<b>TOTAL</b>	<b>\$</b>	<b>52,585</b>



**Schedule**

Start	11/1/2021
Finish Design	5/1/2022
Finish Construction	9/1/2022

Comments:

ADA Transition plan will identify striping needs.

**Project: Hernandez Ave Storm Drain Improvements**

Budget Bk C-36

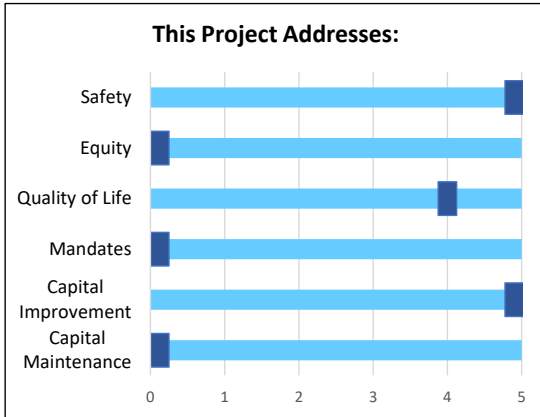
Description: Underground storm drain.

<p style="text-align: center;"><b>This Project Addresses:</b></p> <table border="1" style="width: 100%; margin-top: 10px;"> <caption>Project Impact Scores</caption> <thead> <tr> <th>Category</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Safety</td> <td>5</td> </tr> <tr> <td>Equity</td> <td>5</td> </tr> <tr> <td>Quality of Life</td> <td>5</td> </tr> <tr> <td>Mandates</td> <td>5</td> </tr> <tr> <td>Capital Improvement</td> <td>4.8</td> </tr> <tr> <td>Capital Maintenance</td> <td>5</td> </tr> </tbody> </table>	Category	Score	Safety	5	Equity	5	Quality of Life	5	Mandates	5	Capital Improvement	4.8	Capital Maintenance	5	<p style="text-align: center;"><b>Project Challenges</b></p>
Category	Score														
Safety	5														
Equity	5														
Quality of Life	5														
Mandates	5														
Capital Improvement	4.8														
Capital Maintenance	5														
<p style="text-align: center;"><b>Funding Sources</b></p> <p style="text-align: center;">■ Storm Basin Funds</p>	<p style="text-align: center;"><b>Budget Estimate Summary</b></p> <table border="1" style="width: 100%; margin-top: 10px;"> <tbody> <tr> <td>Design</td> <td style="text-align: right;">\$ 13,000</td> </tr> <tr> <td>Construction</td> <td style="text-align: right;">\$ 52,000</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$ 65,000</b></td> </tr> </tbody> </table>	Design	\$ 13,000	Construction	\$ 52,000	<b>TOTAL</b>	<b>\$ 65,000</b>								
Design	\$ 13,000														
Construction	\$ 52,000														
<b>TOTAL</b>	<b>\$ 65,000</b>														
<p><b>Funding Status</b></p> <p>0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%</p>															
<p style="text-align: center;"><b>Schedule</b></p> <p style="text-align: center;">■ Design ■ Construction</p>	<p style="text-align: center;"><b>Schedule</b></p> <table border="1" style="width: 100%; margin-top: 10px;"> <tbody> <tr> <td>Start</td> <td style="text-align: right;">10/1/2024</td> </tr> <tr> <td>Finish Design</td> <td style="text-align: right;">10/1/2025</td> </tr> <tr> <td>Finish Construction</td> <td style="text-align: right;">6/1/2026</td> </tr> </tbody> </table>	Start	10/1/2024	Finish Design	10/1/2025	Finish Construction	6/1/2026								
Start	10/1/2024														
Finish Design	10/1/2025														
Finish Construction	6/1/2026														
<p>Comments:</p>															

**Project: Shannon Road Ped and Bike Improvements**

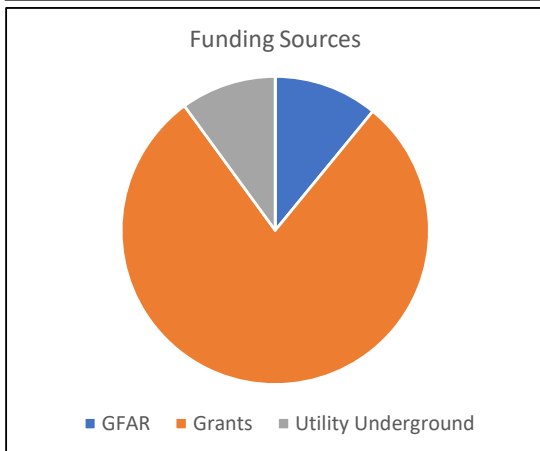
Budget Bk C-38

Description: Improvements on Shannon between Los Gatos Boulevard and Cherry Blossom



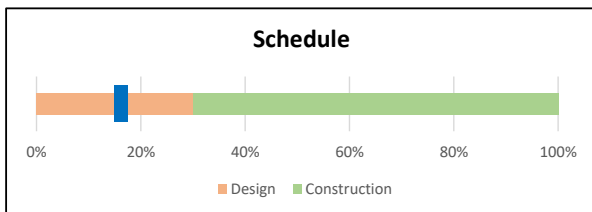
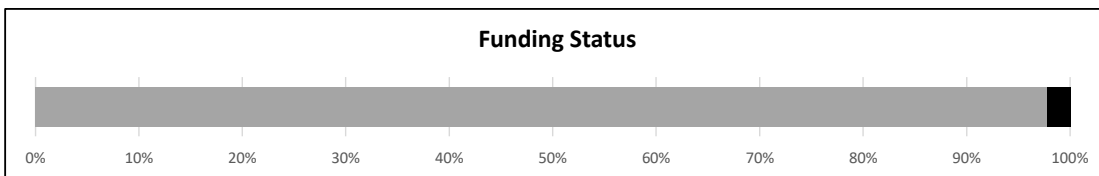
**Project Challenges**

- Constrained right of way.



**Budget Estimate Summary**

Design	\$ 356,791
Construction	\$ 832,513
<b>TOTAL</b>	<b>\$ 1,189,304</b>



**Schedule**

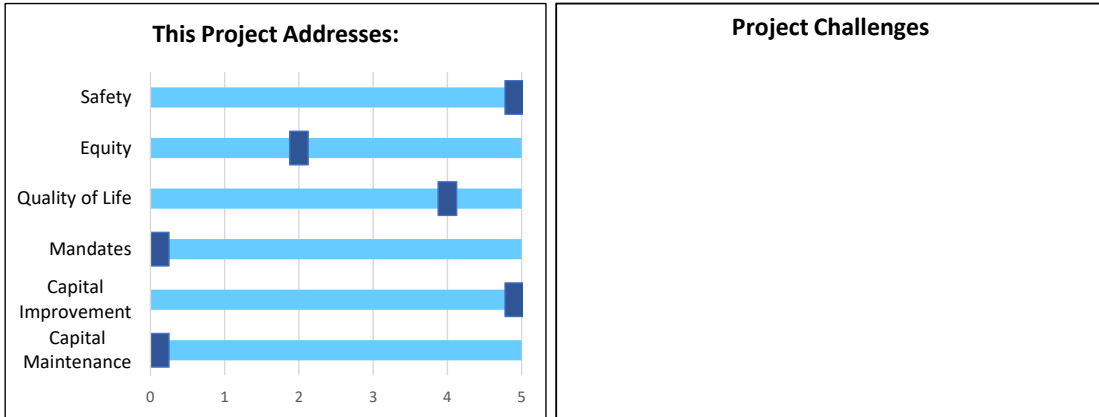
Start	3/1/2021
Finish Design	9/1/2022
Finish Construction	9/1/2023

Comments:

**Project: Sidewalk Improvements - Multiple Locations**

Budget Bk C-40

Description: Focus on infill sidewalk needs.

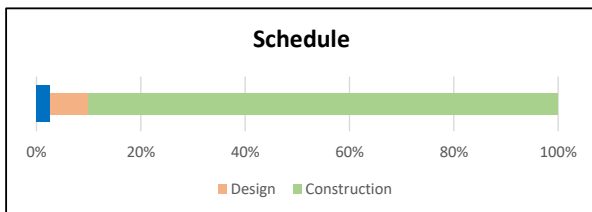
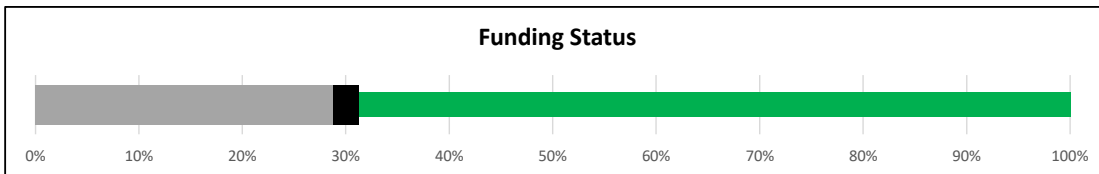


**Project Challenges**



**Budget Estimate Summary**

Design	\$	6,000
Construction	\$	54,000
<b>TOTAL</b>	<b>\$</b>	<b>60,000</b>



**Schedule**

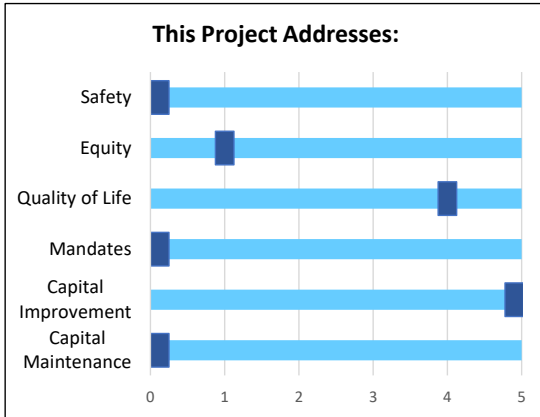
Start	9/1/2021
Finish Design	4/1/2022
Finish Construction	9/1/2022

Comments:

**Project: Utility Undergrounding**

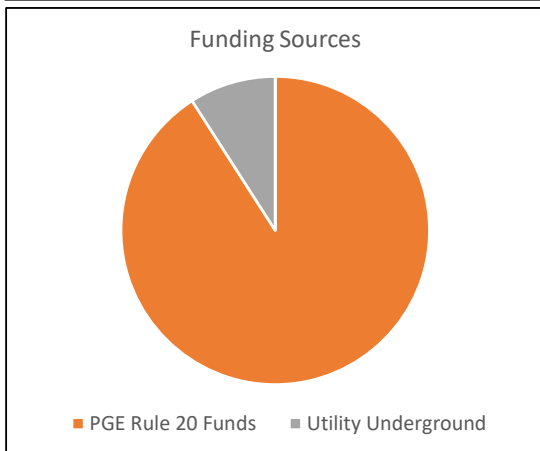
Budget Bk C-42

Description: Underground utilities along Los Gatos Boulevard south of Lark to Chirco.



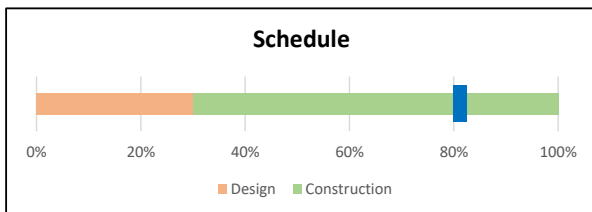
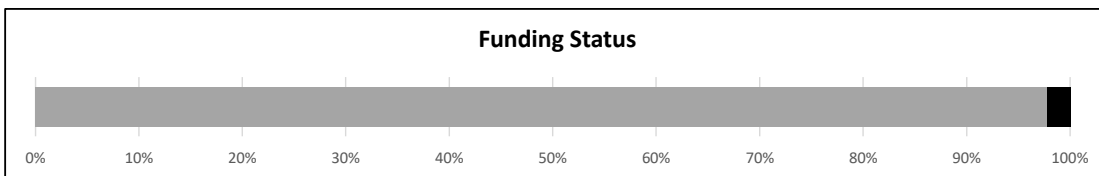
**Project Challenges**

- PG&E run and managed.



**Budget Estimate Summary**

Design	\$ 990,000
Construction	\$ 2,310,000
<b>TOTAL</b>	<b>\$ 3,300,000</b>



**Schedule**

Start	10/1/2020
Finish Design	1/1/2021
Finish Construction	12/30/2021

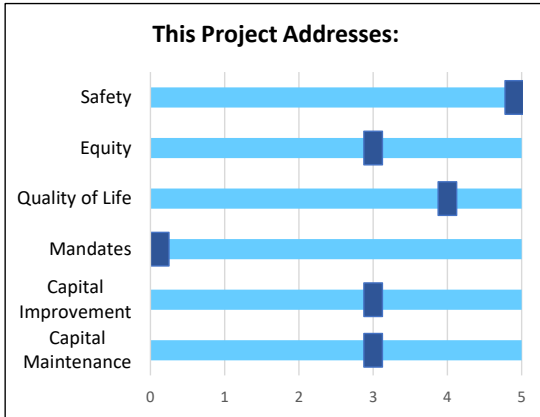
Comments:

A change in the Rule 20 program means this is the last undergrounding opportunity with that program.

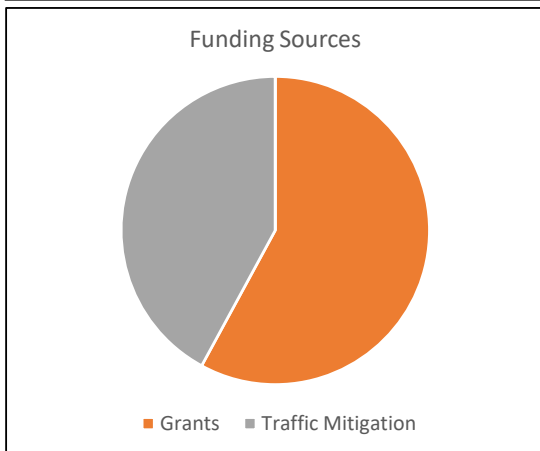
**Project: Traffic Signal Modernization**

Budget Bk C-44

Description: Upgrade traffic signal controls.

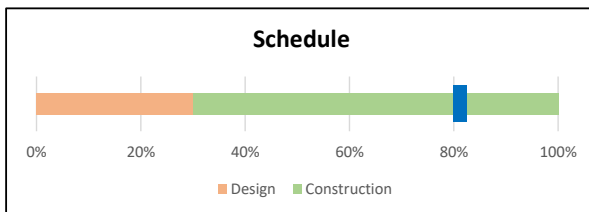
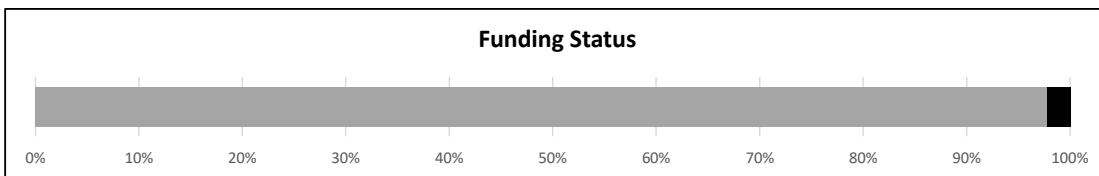


**Project Challenges**



**Budget Estimate Summary**

Design	\$ 786,885
Construction	\$ 1,836,066
<b>TOTAL</b>	<b>\$ 2,622,951</b>



**Schedule**

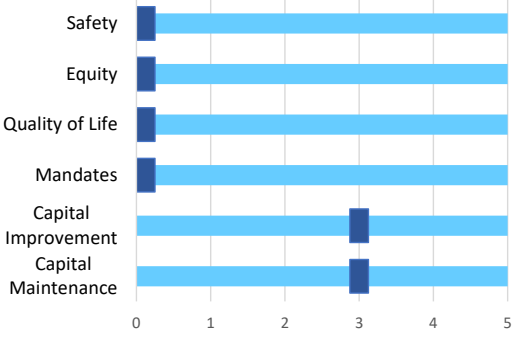
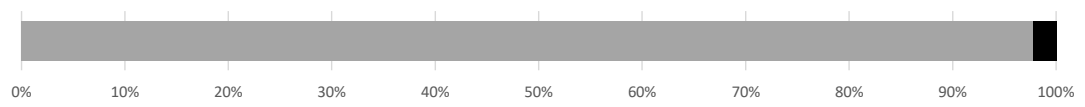
Start	6/1/2018
Finish Design	3/1/2021
Finish Construction	12/30/2021

Comments:

**Project: Bicknell Road Storm Drain Improvements**

Budget Bk C-46

Description: Replace and upgrade storm drain.

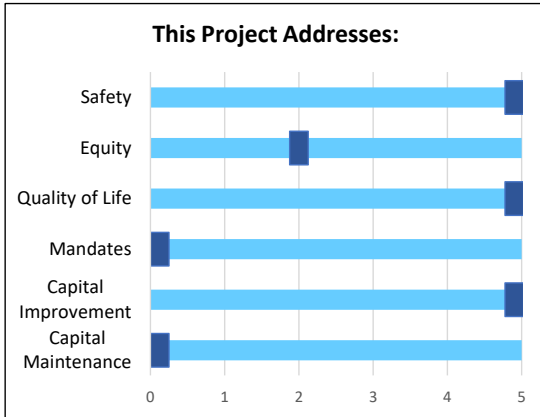
<p style="text-align: center;"><b>This Project Addresses:</b></p>  <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <caption>Project Impact Scores</caption> <thead> <tr> <th>Category</th> <th>Score (0-5)</th> </tr> </thead> <tbody> <tr> <td>Safety</td> <td>5</td> </tr> <tr> <td>Equity</td> <td>5</td> </tr> <tr> <td>Quality of Life</td> <td>5</td> </tr> <tr> <td>Mandates</td> <td>5</td> </tr> <tr> <td>Capital Improvement</td> <td>3</td> </tr> <tr> <td>Capital Maintenance</td> <td>3</td> </tr> </tbody> </table>	Category	Score (0-5)	Safety	5	Equity	5	Quality of Life	5	Mandates	5	Capital Improvement	3	Capital Maintenance	3	<p style="text-align: center;"><b>Project Challenges</b></p>
Category	Score (0-5)														
Safety	5														
Equity	5														
Quality of Life	5														
Mandates	5														
Capital Improvement	3														
Capital Maintenance	3														
<p style="text-align: center;"><b>Funding Sources</b></p>  <p style="text-align: center;">■ Storm Basin Funds</p>	<p style="text-align: center;"><b>Budget Estimate Summary</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>Design</td> <td style="text-align: right;">\$ 73,857</td> </tr> <tr> <td>Construction</td> <td style="text-align: right;">\$ 172,333</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$ 246,190</b></td> </tr> </tbody> </table>	Design	\$ 73,857	Construction	\$ 172,333	<b>TOTAL</b>	<b>\$ 246,190</b>								
Design	\$ 73,857														
Construction	\$ 172,333														
<b>TOTAL</b>	<b>\$ 246,190</b>														
<p><b>Funding Status</b></p> 															
<p style="text-align: center;"><b>Schedule</b></p>  <p style="text-align: center;">■ Design ■ Construction</p>	<p style="text-align: center;"><b>Schedule</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>Start</td> <td style="text-align: right;">9/1/2019</td> </tr> <tr> <td>Finish Design</td> <td style="text-align: right;">3/1/2021</td> </tr> <tr> <td>Finish Construction</td> <td style="text-align: right;">11/1/2021</td> </tr> </tbody> </table>	Start	9/1/2019	Finish Design	3/1/2021	Finish Construction	11/1/2021								
Start	9/1/2019														
Finish Design	3/1/2021														
Finish Construction	11/1/2021														
<p>Comments:</p>															



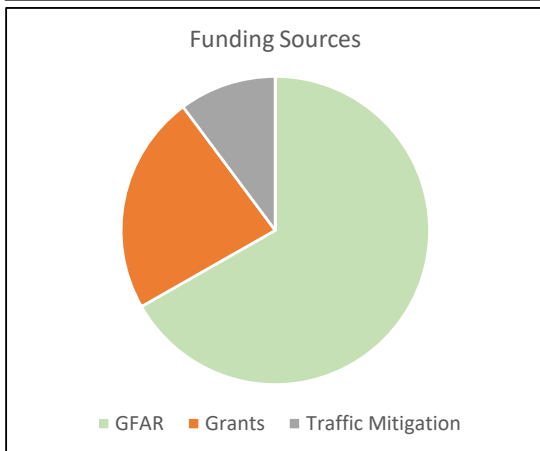
**Project: Bike and Ped improvements**

Budget Bk C-48

Description: Enhance bike and ped safety throughout Town.

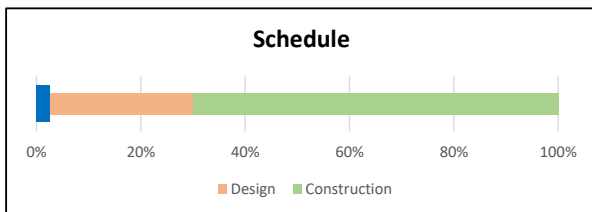
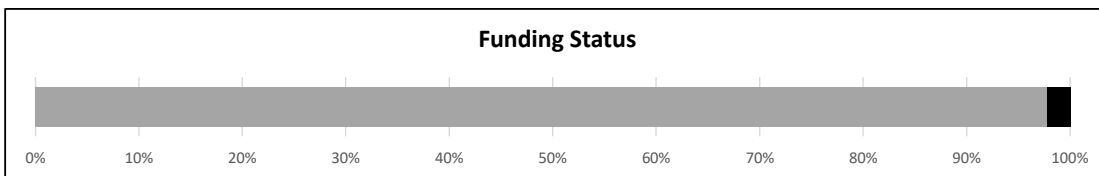


**Project Challenges**



**Budget Estimate Summary**

Design	\$ 220,178
Construction	\$ 513,749
<b>TOTAL</b>	<b>\$ 733,927</b>



**Schedule**

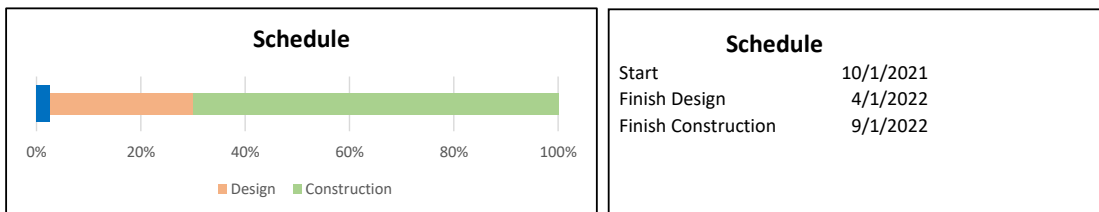
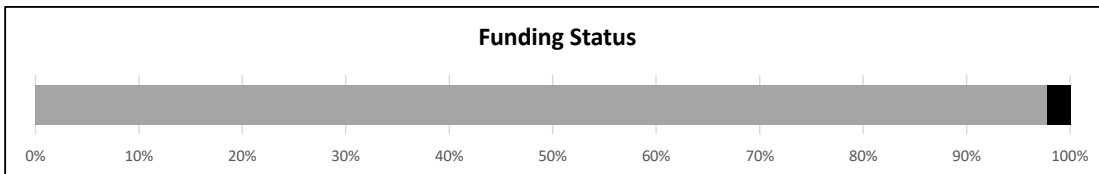
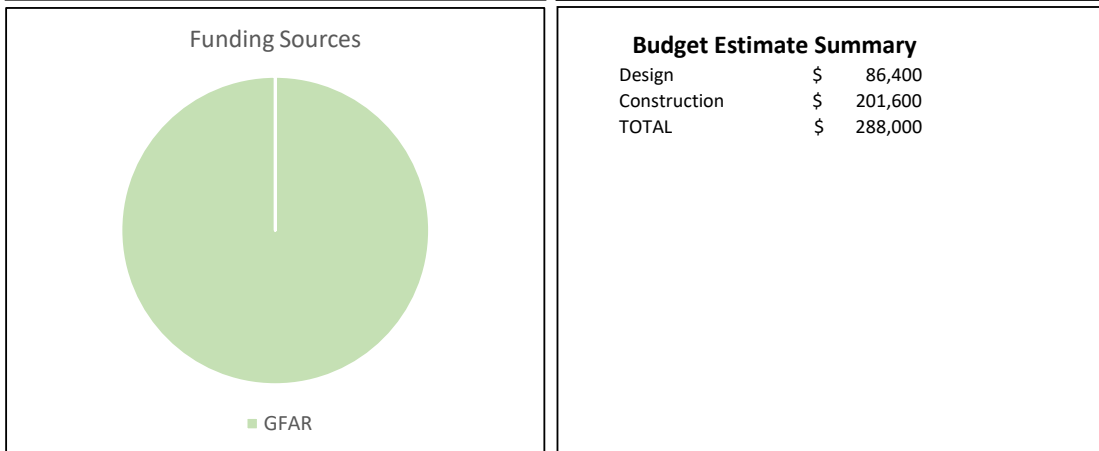
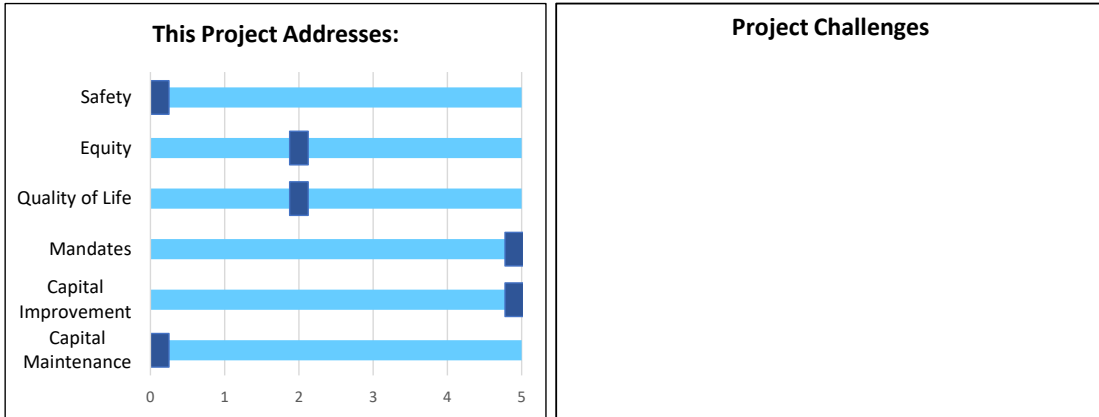
Start	6/1/2021
Finish Design	9/1/2021
Finish Construction	5/1/2022

Comments:

**Project: Stormwater- Pollution Prevention Compliance**

Budget Bk C-50

Description: Enhance bike and ped safety throughout Town.

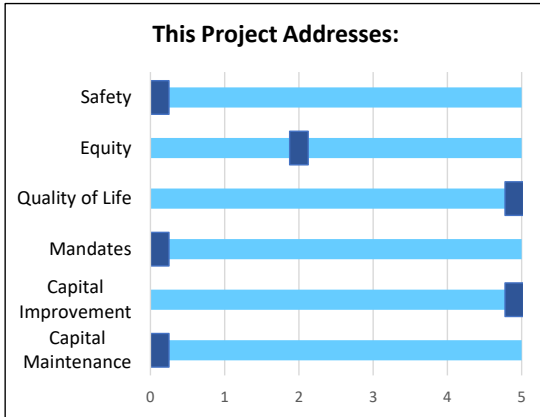


Comments:

**Project: Parking Program Implementation**

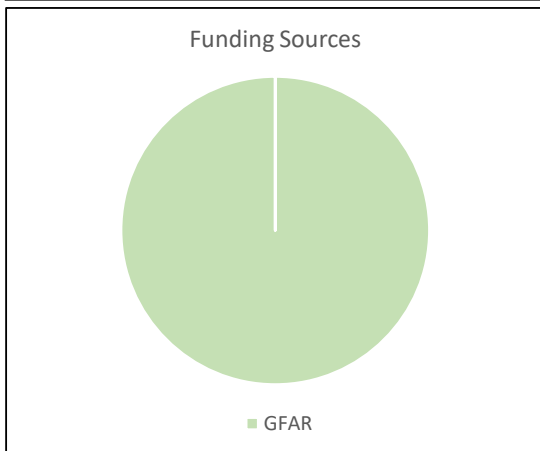
Budget Bk C-52

Description: Enhance bike and ped safety throughout Town.



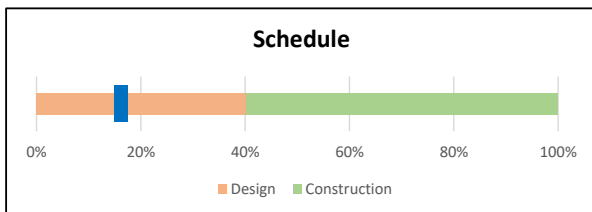
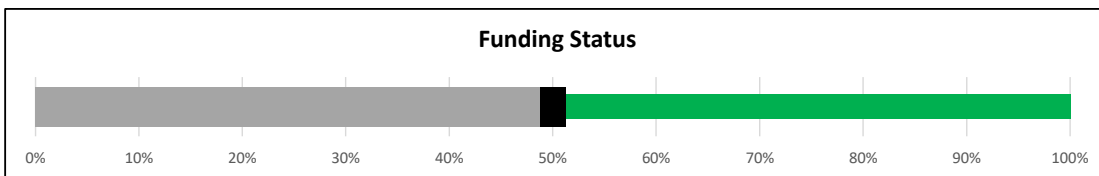
**Project Challenges**

- Funding insufficient for necessary scope. Phasing project will allow for continued progress.



**Budget Estimate Summary**

Design	\$	99,250
Construction	\$	99,250
<b>TOTAL</b>	<b>\$</b>	<b>198,500</b>



**Schedule**

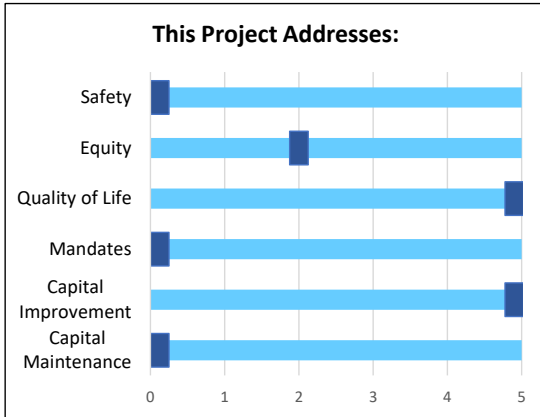
Start	3/1/2021
Finish Design	9/1/2021
Finish Construction	6/30/2022

Comments:

**Project: Annual Storm Drain Improvement**

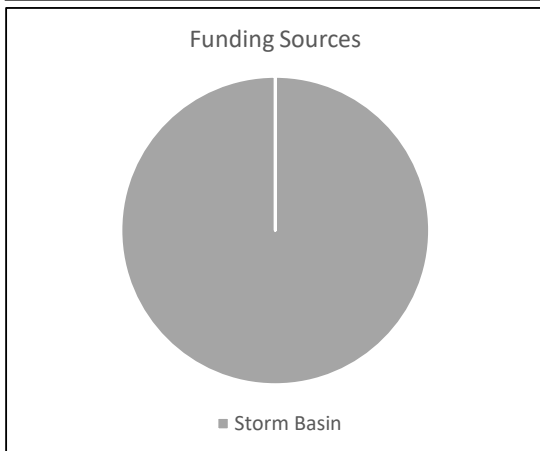
Budget Bk C-54

Description: Install infill storm systems.



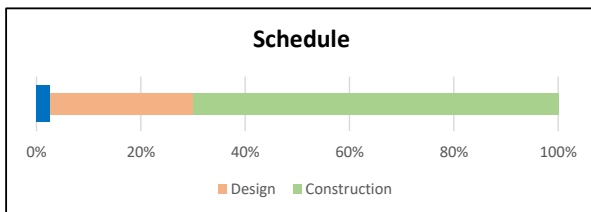
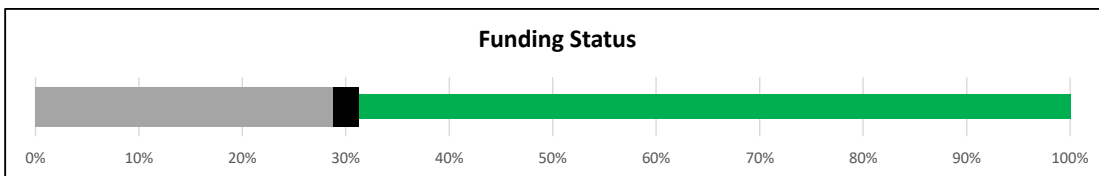
**Project Challenges**

- Funding allows for incremental projects to address some of the need.



**Budget Estimate Summary**

Design	\$ 189,000
Construction	\$ 441,000
<b>TOTAL</b>	<b>\$ 630,000</b>



**Schedule**

Start	1/1/2022
Finish Design	6/1/2022
Finish Construction	10/1/2022

Comments:

**Project: ADA Transition Plan**

Budget Bk C-56

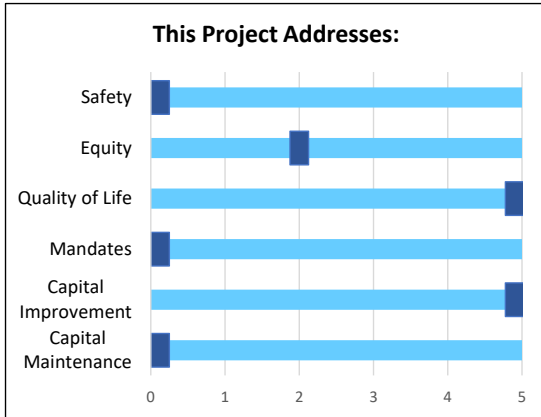
Description: Update ADA Transition Plan

<p style="text-align: center;"><b>This Project Addresses:</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>Category</th> <th>Score</th> </tr> </thead> <tbody> <tr><td>Safety</td><td>5</td></tr> <tr><td>Equity</td><td>5</td></tr> <tr><td>Quality of Life</td><td>5</td></tr> <tr><td>Mandates</td><td>5</td></tr> <tr><td>Capital Improvement</td><td>5</td></tr> <tr><td>Capital Maintenance</td><td>5</td></tr> </tbody> </table>	Category	Score	Safety	5	Equity	5	Quality of Life	5	Mandates	5	Capital Improvement	5	Capital Maintenance	5	<p style="text-align: center;"><b>Project Challenges</b></p>
Category	Score														
Safety	5														
Equity	5														
Quality of Life	5														
Mandates	5														
Capital Improvement	5														
Capital Maintenance	5														
<p style="text-align: center;"><b>Funding Sources</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>Source</th> <th>Percentage</th> </tr> </thead> <tbody> <tr><td>GFAR</td><td>75%</td></tr> <tr><td>Grants</td><td>25%</td></tr> </tbody> </table>	Source	Percentage	GFAR	75%	Grants	25%	<p style="text-align: center;"><b>Budget Estimate Summary</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>Design</td> <td style="text-align: right;">\$ 145,000</td> </tr> <tr> <td>Construction</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$ 145,000</b></td> </tr> </tbody> </table>	Design	\$ 145,000	Construction	\$ -	<b>TOTAL</b>	<b>\$ 145,000</b>		
Source	Percentage														
GFAR	75%														
Grants	25%														
Design	\$ 145,000														
Construction	\$ -														
<b>TOTAL</b>	<b>\$ 145,000</b>														
<p><b>Funding Status</b></p>															
<p style="text-align: center;"><b>Schedule</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>Phase</th> <th>Progress</th> </tr> </thead> <tbody> <tr><td>Design</td><td>60%</td></tr> <tr><td>Construction</td><td>0%</td></tr> </tbody> </table>	Phase	Progress	Design	60%	Construction	0%	<p style="text-align: center;"><b>Schedule</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>Start</td> <td style="text-align: right;">3/1/2021</td> </tr> <tr> <td>Finish Design</td> <td style="text-align: right;">10/1/2021</td> </tr> <tr> <td>Finish Construction</td> <td style="text-align: right;">3/1/2022</td> </tr> </tbody> </table>	Start	3/1/2021	Finish Design	10/1/2021	Finish Construction	3/1/2022		
Phase	Progress														
Design	60%														
Construction	0%														
Start	3/1/2021														
Finish Design	10/1/2021														
Finish Construction	3/1/2022														
<p>Comments:</p>	<p>This project will identify significant deficiencies Townwide. Future funding will be required for capital projects to address the deficiencies.</p>														

**Project: Highway 17/9 Interchange Design**

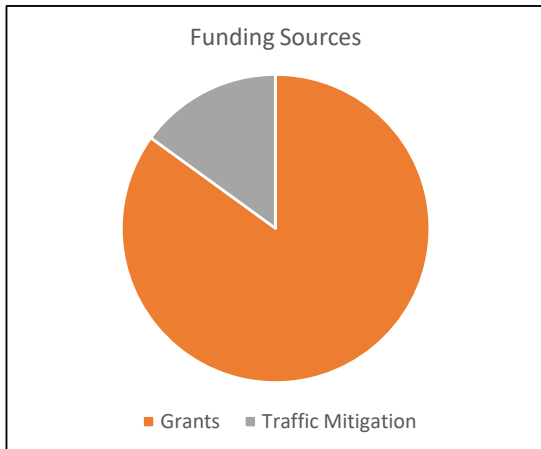
Budget Bk C-58

Description: Interchange modernization and mainline improvements.



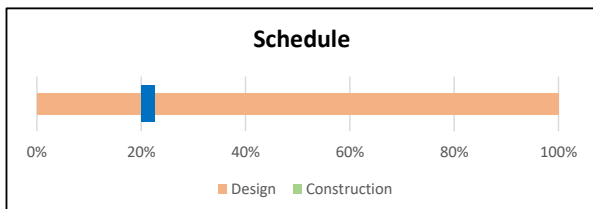
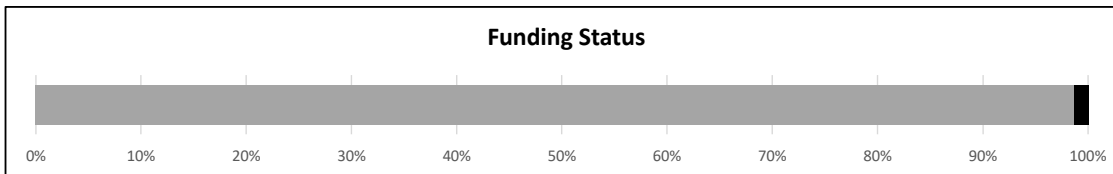
**Project Challenges**

- Funding for construction not yet identified.
- Assumes 2016 Measure B for PS&E phase of design.
- Project led by VTA and Caltrans.



**Budget Estimate Summary**

Design	\$	4,000,000
Construction	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>4,000,000</b>



**Schedule**

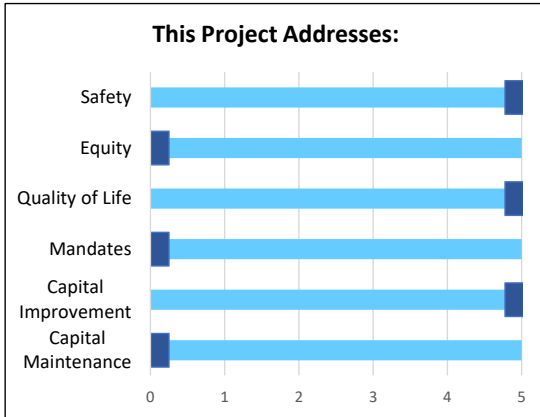
Start	3/1/2020
Finish Design	6/1/2025
Finish Construction	12/1/2027

**Comments:** The Town has committed to \$600,000 for project design as a 10% match as required by 2016 Measure B. VTA is the lead for the project and all project funds will be held by VTA. The Town will need to work with VTA to source additional funds for future project phases. Construction in excess of \$90M.

**Project: Downtown Streetscape & Econ Recovery**

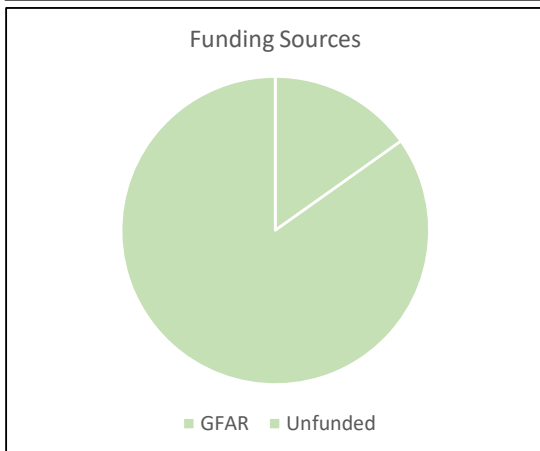
Budget Bk C-60

Description: Economic recovery from COVID-19 as a repurpose of funds for Downtown streetscape.



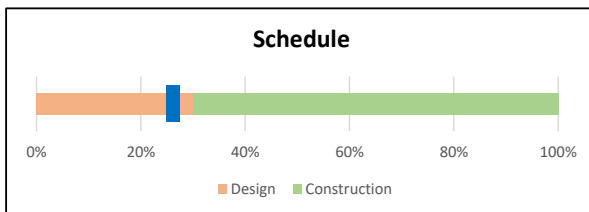
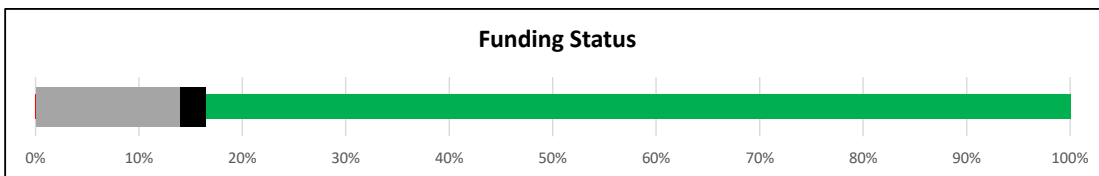
**Project Challenges**

- No funding source for future project phases.



**Budget Estimate Summary**

Design	\$ 3,900,000
Construction	\$ 9,100,000
<b>TOTAL</b>	<b>\$ 13,000,000</b>



**Schedule**

Start	3/1/2021
Finish Design	9/1/2021
Finish Construction	12/31/2022

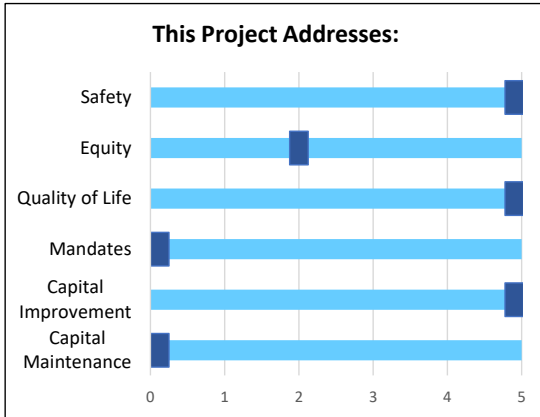
**Comments:** Current project schedule reflects economic recovery project.

Estimated cost for downtown streetscape project at \$11M. Original \$2M set aside repurposed for economic recovery. Consider seven plus years for streetscape project to allow for additional project funding, design, stakeholder engagement, etc. With funding available, would start streetscape discussion in 2023, allowing for temp parklets to construct and economic recovery to occur.

**Project: East Main Street Speed Table**

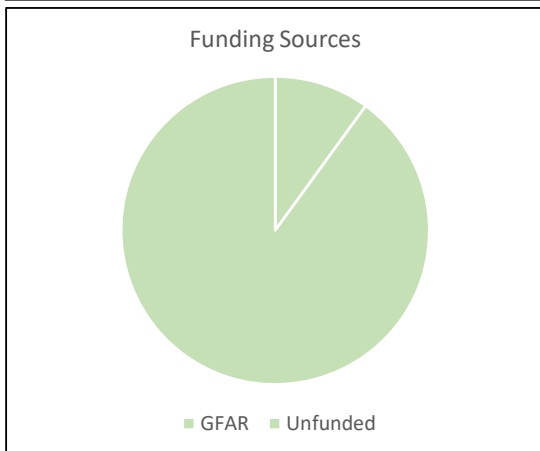
Budget Bk C-62

Description: Create speed tables at crosswalks for traffic calming.



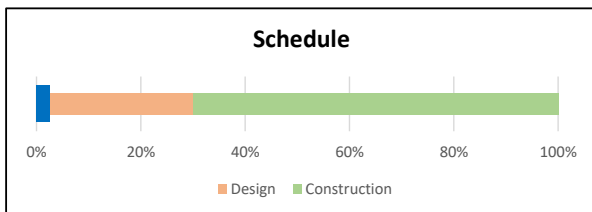
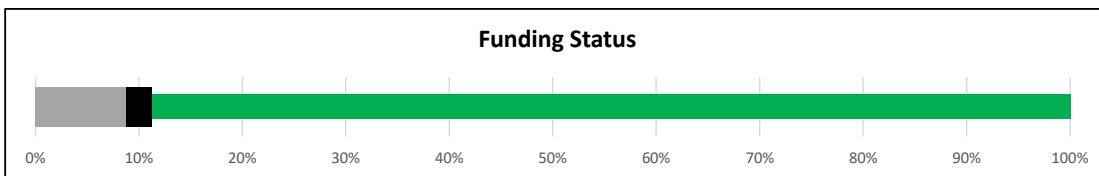
**Project Challenges**

- Need grant funding for most of the project.



**Budget Estimate Summary**

Design	\$	45,000
Construction	\$	105,000
<b>TOTAL</b>	<b>\$</b>	<b>150,000</b>



**Schedule**

Start	4/1/2022
Finish Design	10/1/2022
Finish Construction	12/31/2022

Comments:

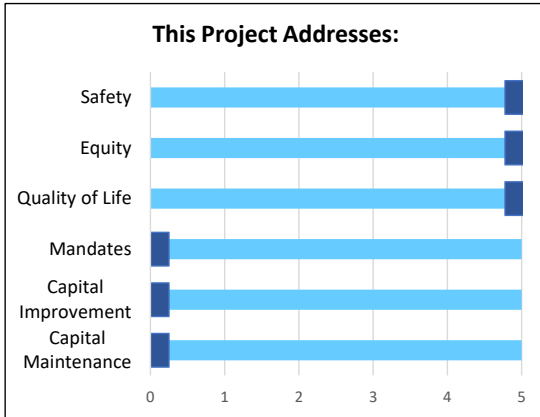
This project is a good candidate for grant funding due to its proximity to the High School.



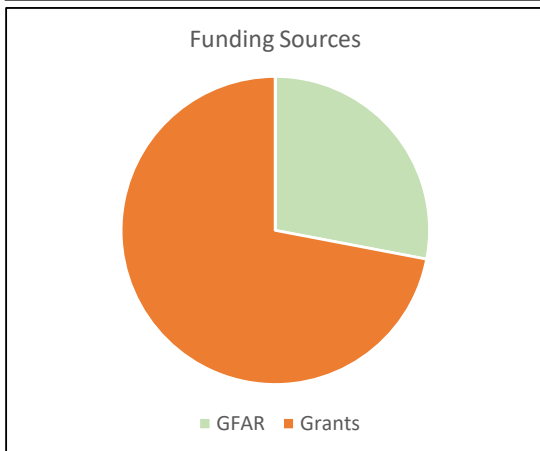
**Project: Local Roadway Safety Plan**

Budget Bk C-64

Description: Develop a plan for safety improvements on local roads.

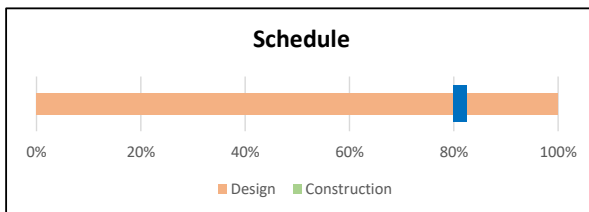
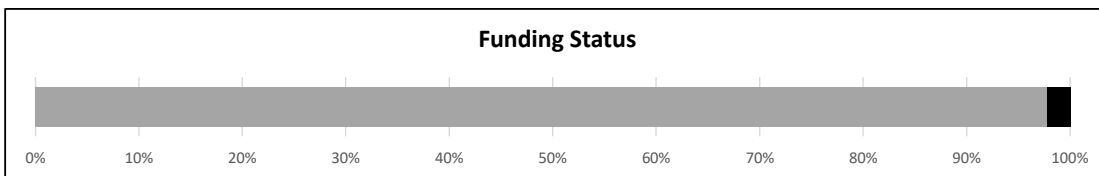


**Project Challenges**



**Budget Estimate Summary**

Design	\$ 100,000
Construction	\$ -
<b>TOTAL</b>	<b>\$ 100,000</b>



**Schedule**

Start	1/1/2021
Finish Design	11/30/2021
Finish Construction	n/a

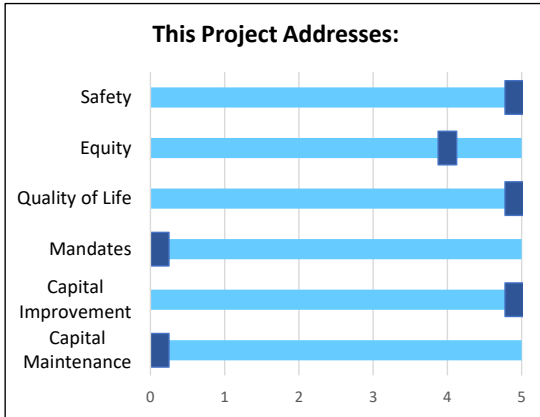
Comments:

This project will identify and prioritize a list of roadway safety projects.

**Project: Blossom Hill Road Traffic Safety**

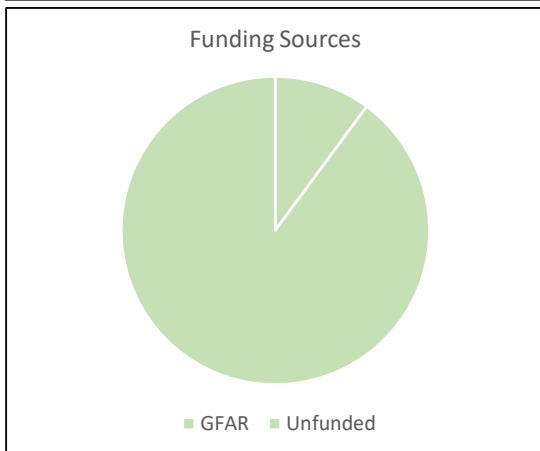
Budget Bk C-66

Description: Implement traffic safety measures on Blossom Hill Road between Camelia Terrace and Hillbrook.



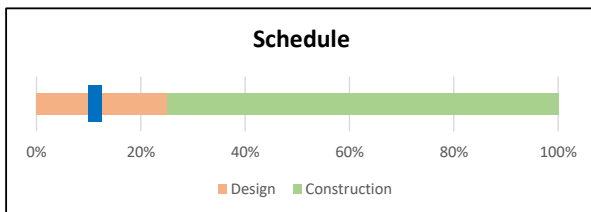
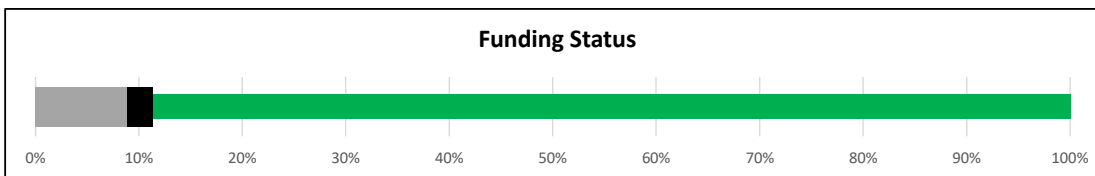
**Project Challenges**

- Need funding for design and construction.



**Budget Estimate Summary**

Design	\$ 308,750
Construction	\$ 926,250
<b>TOTAL</b>	<b>\$ 1,235,000</b>



**Schedule**

Start	1/1/2020
Finish Design	TBD
Finish Construction	TBD

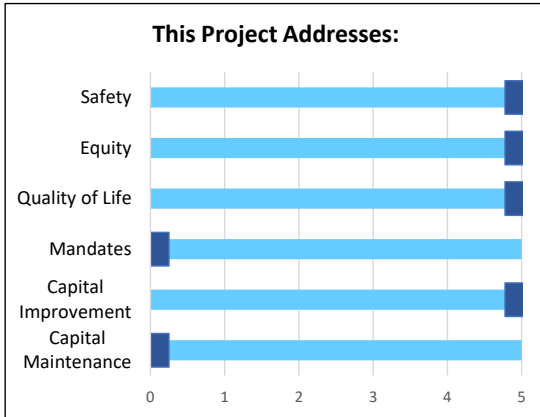
Comments:

This project is a good candidate for grant funding due to its proximity to Blossom Hill School

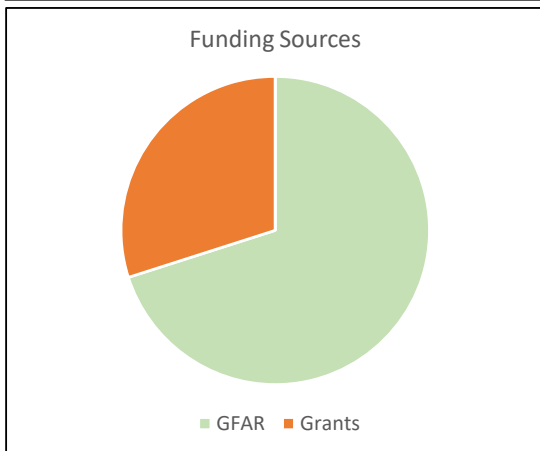
**Project: Winchester Class IV Bikeway**

Budget Bk C-68

Description: Install Class IV Bikeway on Winchester between Blossom Hill and Lark Ave.

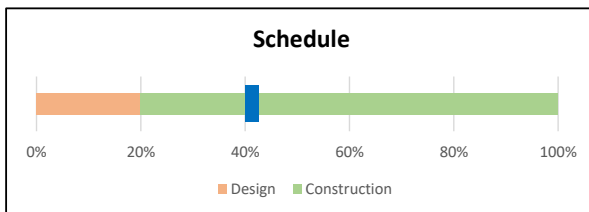
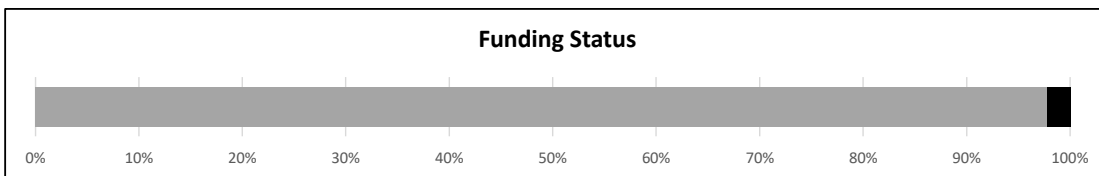


**Project Challenges**



**Budget Estimate Summary**

Design	\$ 196,491
Construction	\$ 785,964
<b>TOTAL</b>	<b>\$ 982,455</b>



**Schedule**

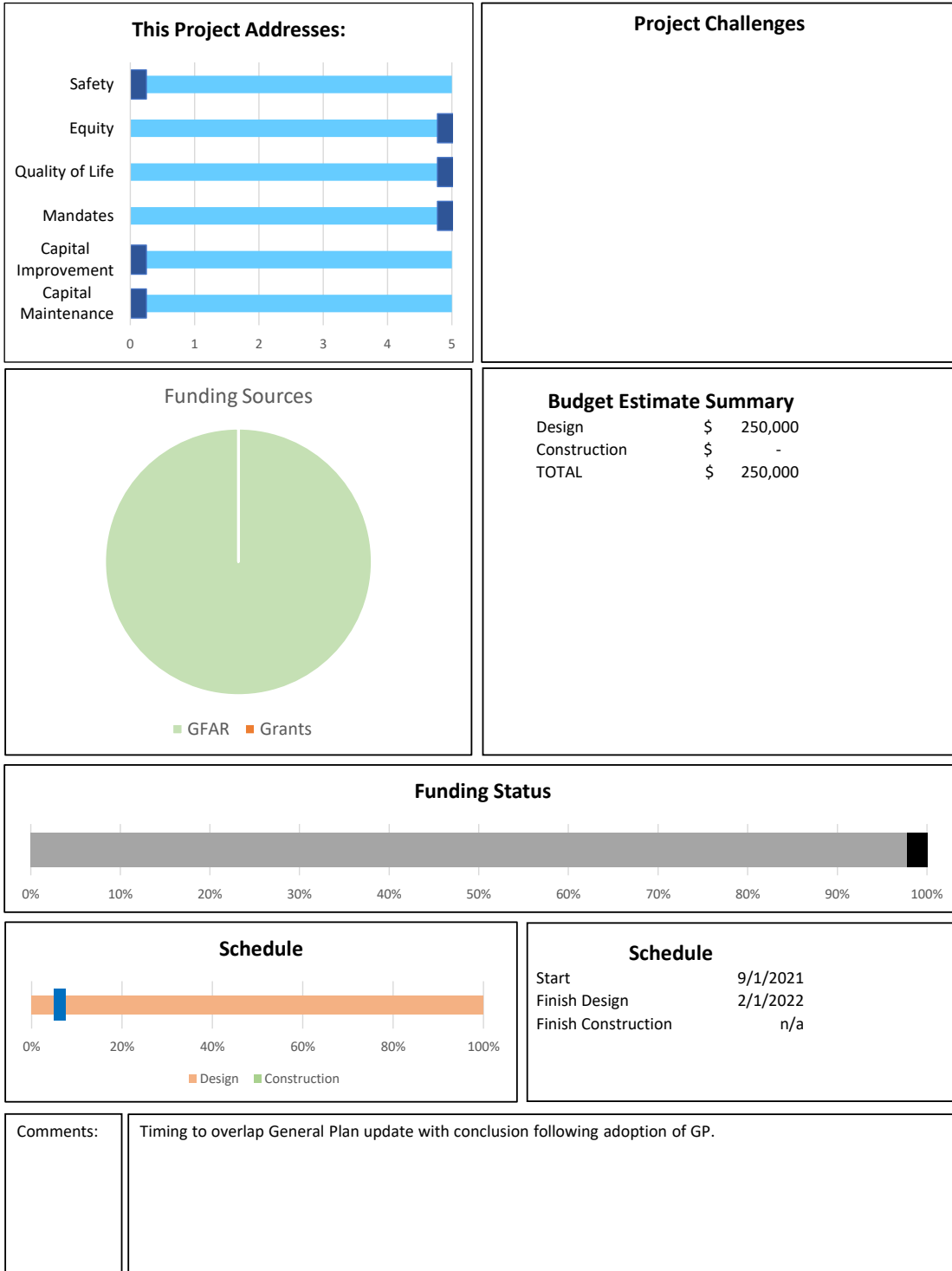
Start	9/1/2020
Finish Design	4/1/2021
Finish Construction	11/1/2021

Comments:

**Project: VMT Mitigation Program**

Budget Bk C-70

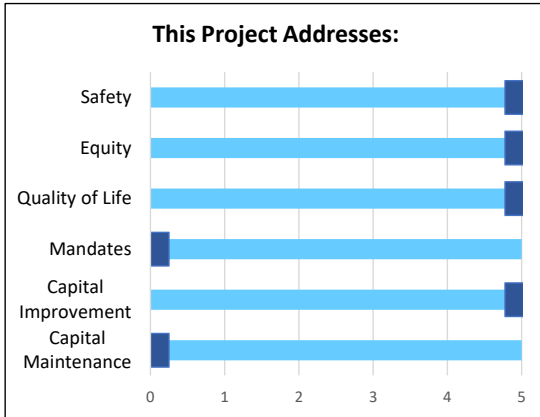
Description: Nexus study to establish a Vehicle Miles Travelled fee program.



**Project: Kennedy Sidewalk - LGB to Englewood**

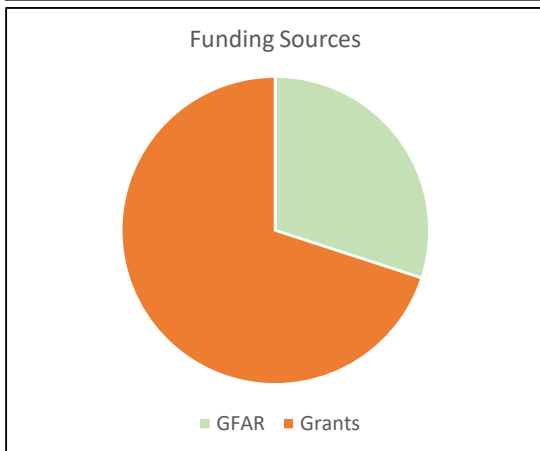
Budget Bk C-72

Description: Install sidewalk and Class II bike lane on Kennedy.



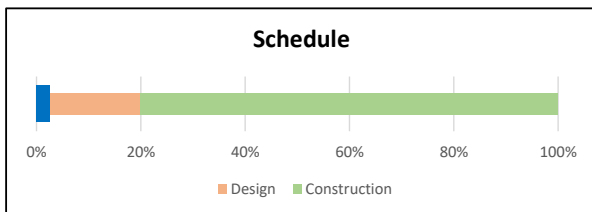
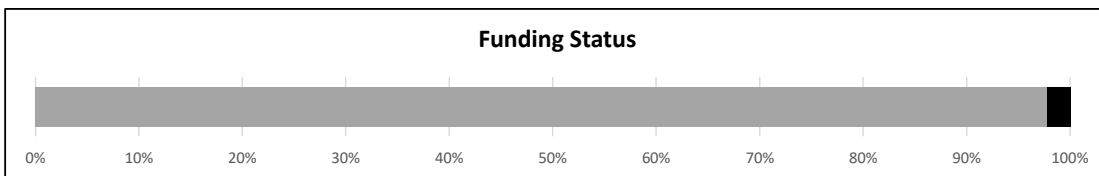
**Project Challenges**

- This project has 2016 Measure B funds with scheduled availability of funds in 2023.



**Budget Estimate Summary**

Design	\$ 237,800
Construction	\$ 951,200
<b>TOTAL</b>	<b>\$ 1,189,000</b>



**Schedule**

Start	9/1/2022
Finish Design	TBD
Finish Construction	TBD

Comments:

**Project: Winchester Boulevard Complete Streets**

Budget Bk C-74

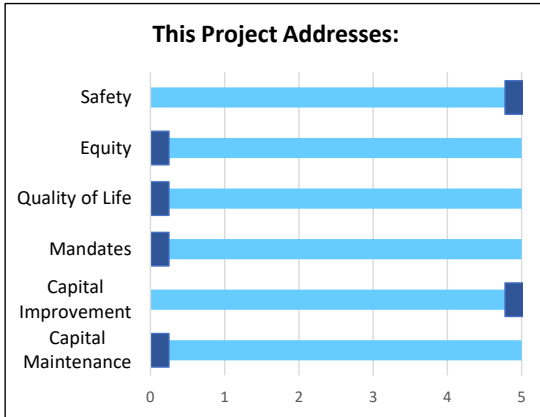
Description: Conceptual engineering and final design for a complete streets project on Winchester.

<p style="text-align: center;"><b>This Project Addresses:</b></p> <table border="1" style="margin-top: 10px;"> <caption>Funding Sources</caption> <tr> <td>Grants</td> <td>75%</td> </tr> <tr> <td>GFAR</td> <td>25%</td> </tr> </table>	Grants	75%	GFAR	25%	<p style="text-align: center;"><b>Project Challenges</b></p> <ul style="list-style-type: none"> <li>Construction costs not included in this project summary.</li> </ul>		
Grants	75%						
GFAR	25%						
<p style="text-align: center;"><b>Funding Status</b></p>	<p style="text-align: center;"><b>Budget Estimate Summary</b></p> <table border="0" style="width: 100%;"> <tr> <td>Design</td> <td style="text-align: right;">\$ 2,477,500</td> </tr> <tr> <td>Construction</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$ 2,477,500</b></td> </tr> </table>	Design	\$ 2,477,500	Construction	\$ -	<b>TOTAL</b>	<b>\$ 2,477,500</b>
Design	\$ 2,477,500						
Construction	\$ -						
<b>TOTAL</b>	<b>\$ 2,477,500</b>						
<p style="text-align: center;"><b>Schedule</b></p>	<p style="text-align: center;"><b>Schedule</b></p> <table border="0" style="width: 100%;"> <tr> <td>Start</td> <td style="text-align: right;">4/1/2020</td> </tr> <tr> <td>Finish Design</td> <td style="text-align: right;">10/1/2022</td> </tr> <tr> <td>Finish Construction</td> <td style="text-align: right;">n/a</td> </tr> </table>	Start	4/1/2020	Finish Design	10/1/2022	Finish Construction	n/a
Start	4/1/2020						
Finish Design	10/1/2022						
Finish Construction	n/a						
<p>Comments:</p>	<p>The Winchester Class IV Project (budgeted separately) will provide insight into this project development.</p>						

**Project: Quito Road Bridge Replacement**

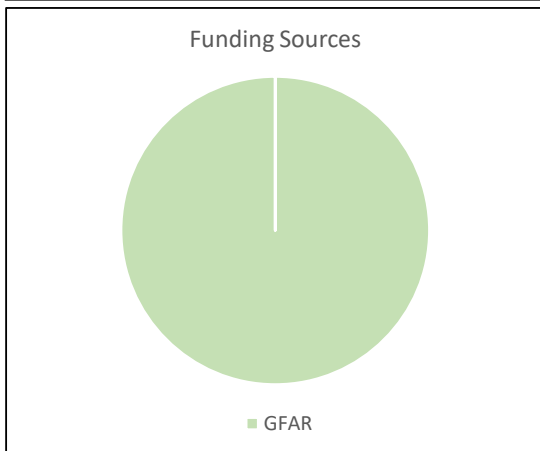
Budget Bk C-80

Description: Replace the bridge on Quito Road near Moore Ave



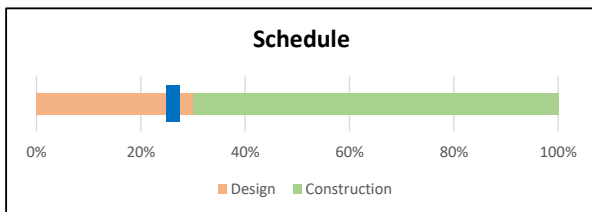
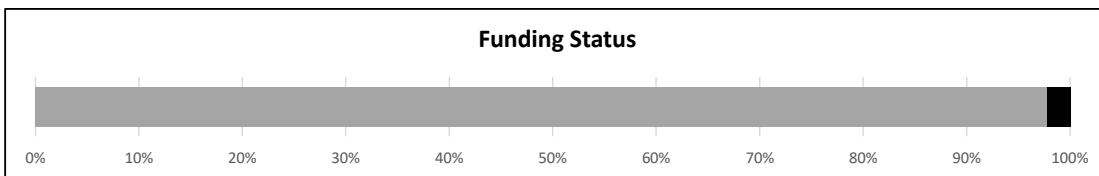
**Project Challenges**

- Shared ownership with City of Saratoga
- Saratoga as lead means little Town control of project



**Budget Estimate Summary**

Design	\$ 69,936
Construction	\$ 279,745
<b>TOTAL</b>	<b>\$ 349,681</b>



**Schedule**

Start	5/1/2022
Finish Design	6/1/2022
Finish Construction	9/1/2023

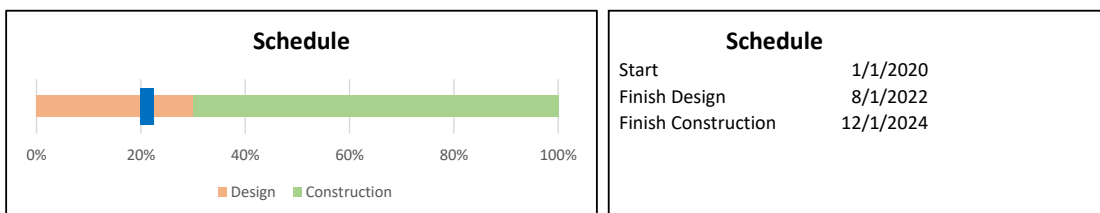
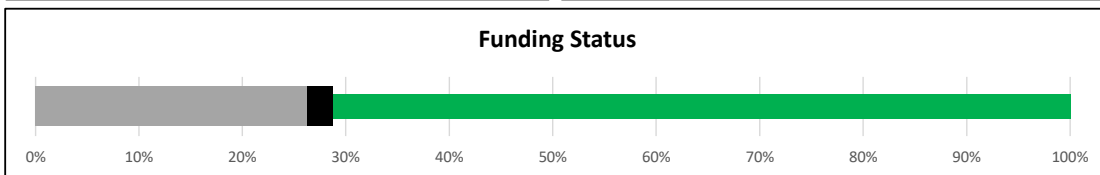
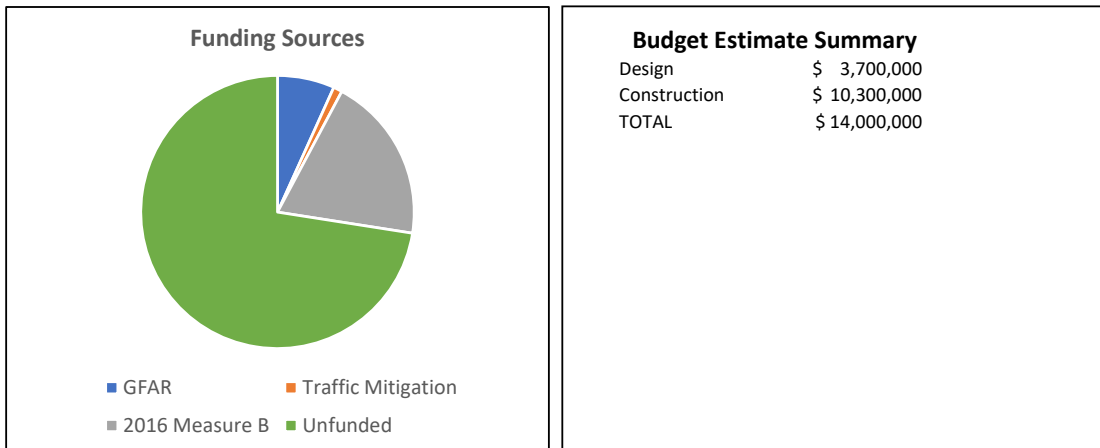
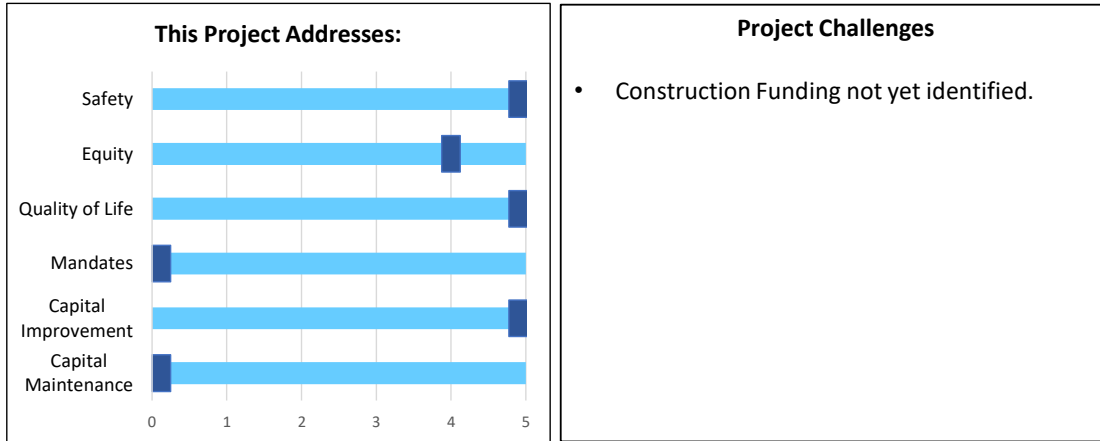
Comments:

Budget reflects the Town contribution to the project. Other contributions from City of Saratoga and Valley Water in addition to grant funding from Federal Highway Bridge Replacement and Rehabilitation funds.

**Project: Highway 17 Bicycle & Ped Overcrossing**

Budget Bk C-82

Description: Design and construct an overcrossing at Blossom Hill Road



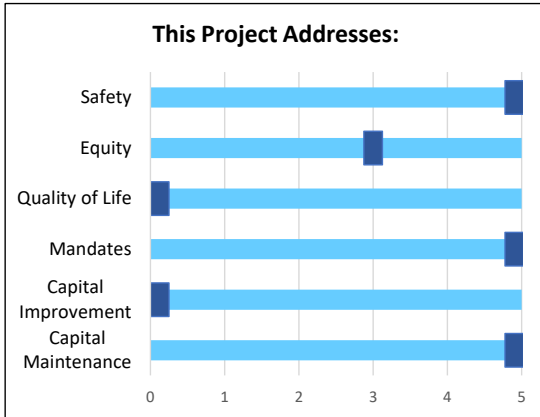
<p>Comments:</p>	<p>Project is currently in final design stage.</p>
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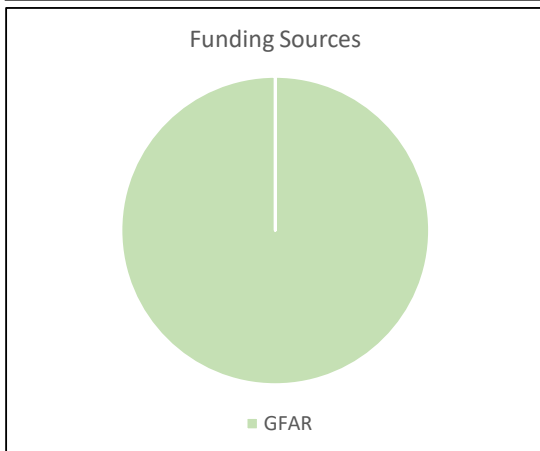
**Project: Playground Fibar Project**

Budget Bk D-6

Description: Replace fibar in park playgrounds.

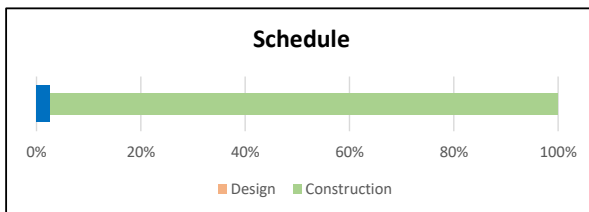
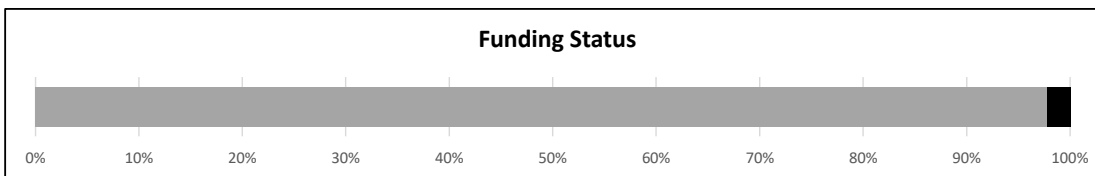


**Project Challenges**



**Budget Estimate Summary**

Design	\$ -
Construction	\$ 175,000
<b>TOTAL</b>	<b>\$ 175,000</b>



**Schedule**

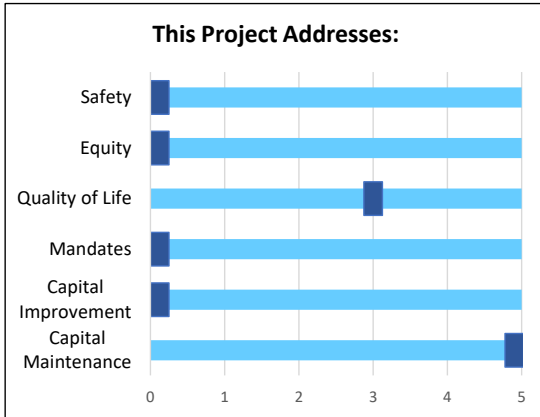
Start	9/1/2021
Finish Design	11/1/2021
Finish Construction	12/1/2021

Comments:

**Project: Town Plaza Turf Repair**

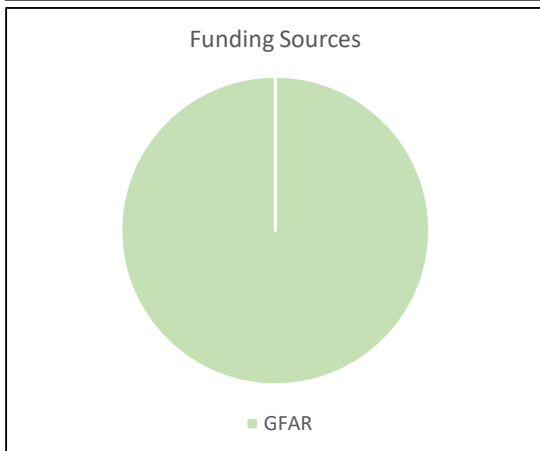
Budget Bk D-8

Description: Replace fibar in park playgrounds.



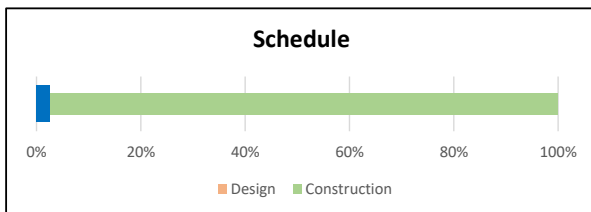
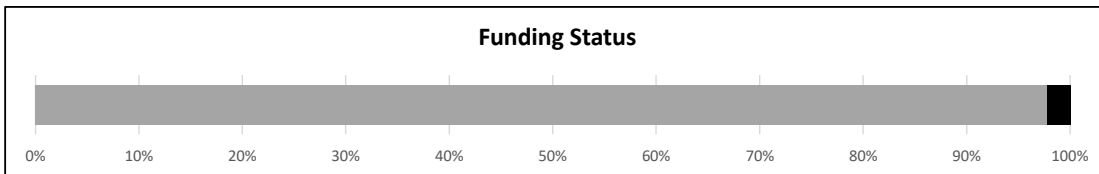
**Project Challenges**

- Scheduling availability for the Plaza.



**Budget Estimate Summary**

Design	\$	-
Construction	\$	28,000
<b>TOTAL</b>	<b>\$</b>	<b>28,000</b>



**Schedule**

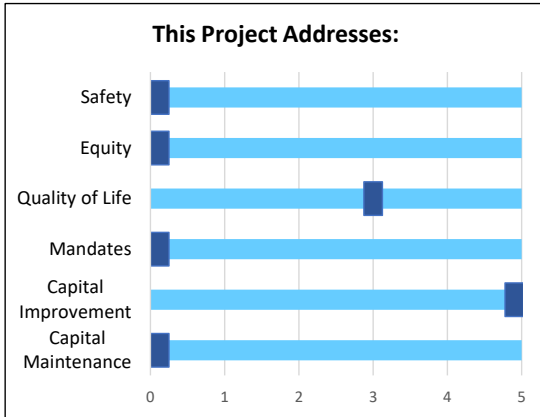
Start	9/1/2021
Finish Design	11/1/2021
Finish Construction	4/1/2022

Comments:

**Project: Outdoor Fitness Equipment**

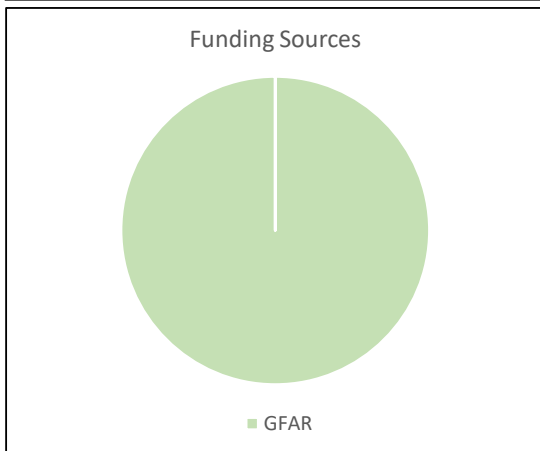
Budget Bk D-10

Description: Install outdoor fitness equipment



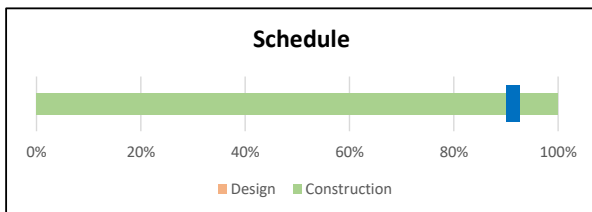
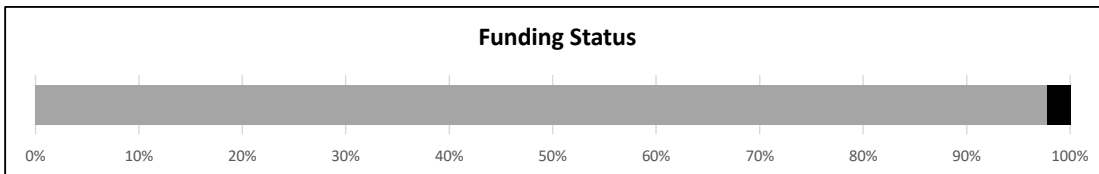
**Project Challenges**

- Scheduling availability for the Plaza.



**Budget Estimate Summary**

Design	\$	-
Construction	\$	60,000
<b>TOTAL</b>	<b>\$</b>	<b>60,000</b>



**Schedule**

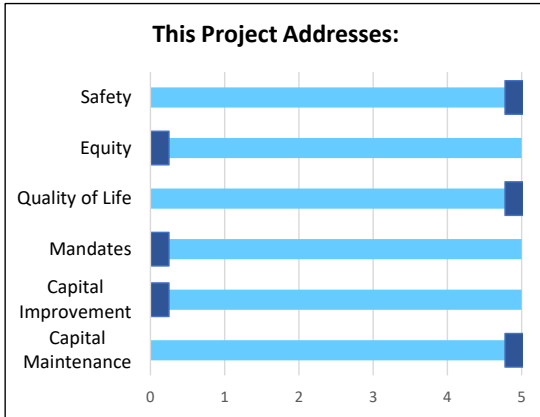
Start	6/1/2019
Finish Design	4/1/2021
Finish Construction	11/1/2021

Comments:

**Project: Vegetation Management Townwide**

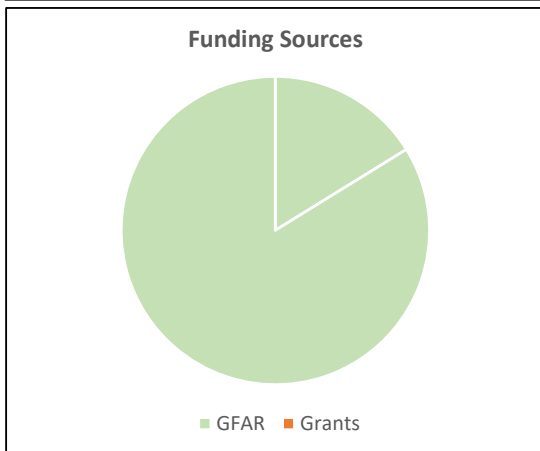
Budget Bk D-12

Description: Vegetation management in open space areas



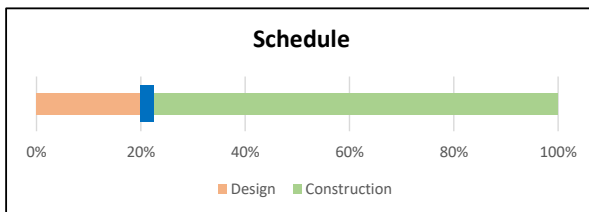
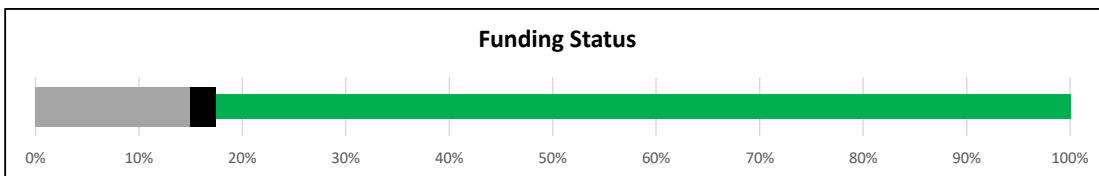
**Project Challenges**

- FEMA process for grant funding has uncertain timeline.



**Budget Estimate Summary**

Design	\$ 220,000
Construction	\$ 1,330,000
<b>TOTAL</b>	<b>\$ 1,550,000</b>



**Schedule**

Start	1/1/2020
Finish Design	6/1/2022
Finish Construction	12/1/2023

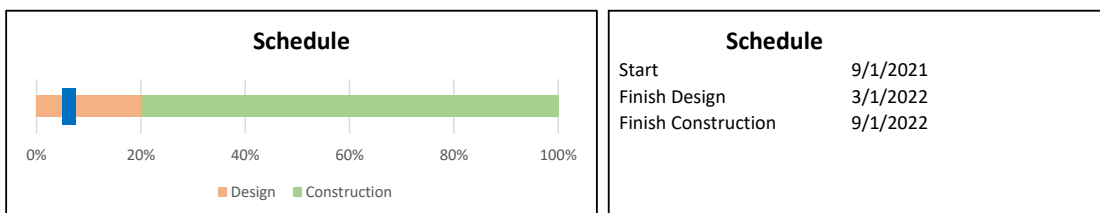
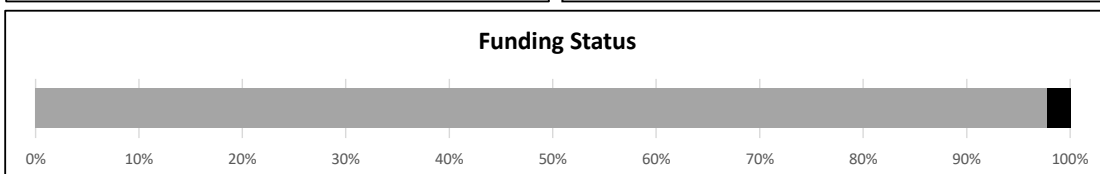
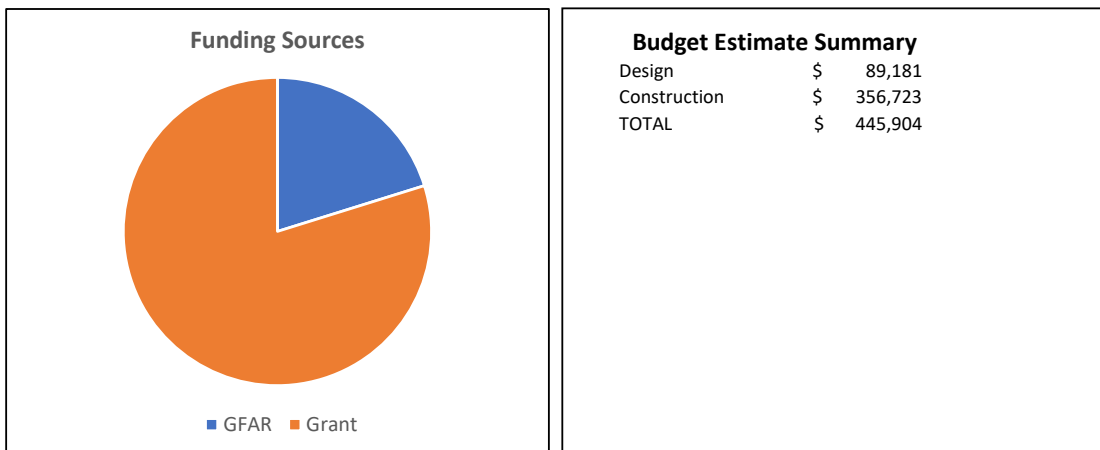
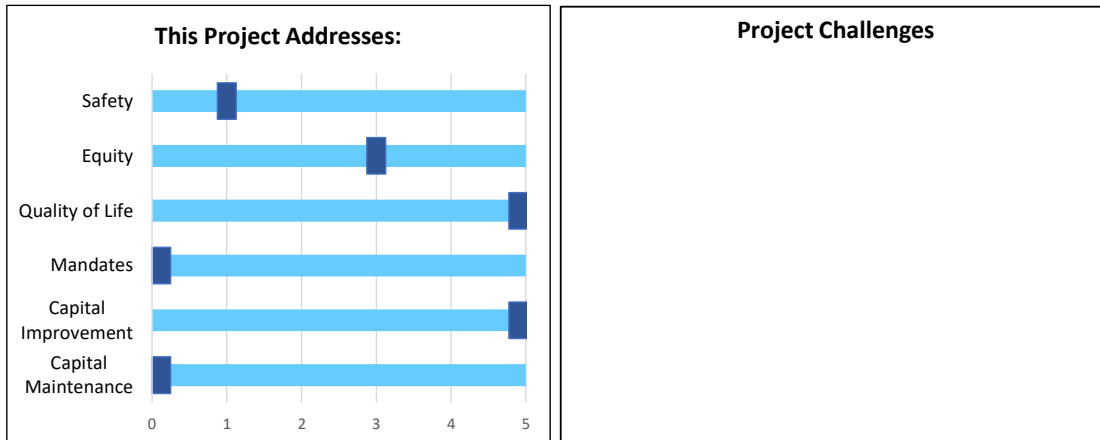
Comments:

This project has been a two phased project developing a project that can receive FEMA funding. The first phase of completing a Vegetation Managemetn Plan is complete. FEMA has an extensive review period prior to authorizing future phases.

**Project: Oak Meadow Park Bandstand Improvements**

Budget Bk D-14

Description: Renovate the area around the Lyndon Bandstand.

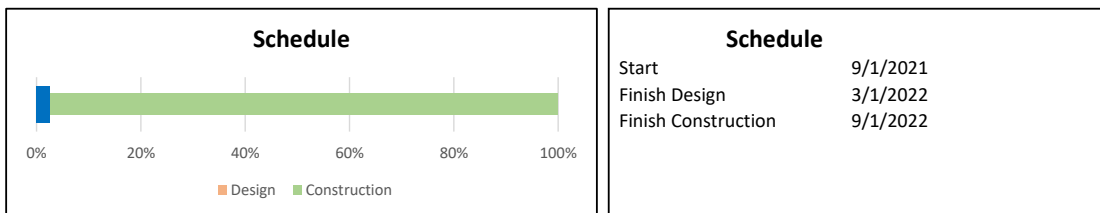
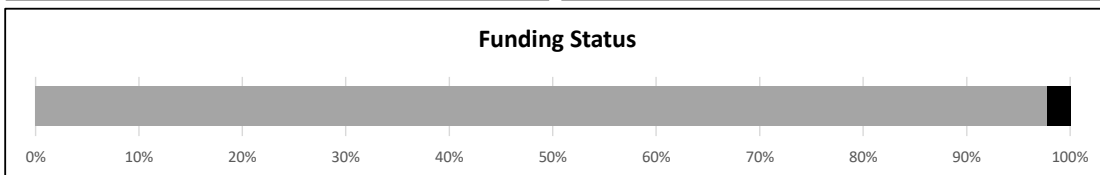
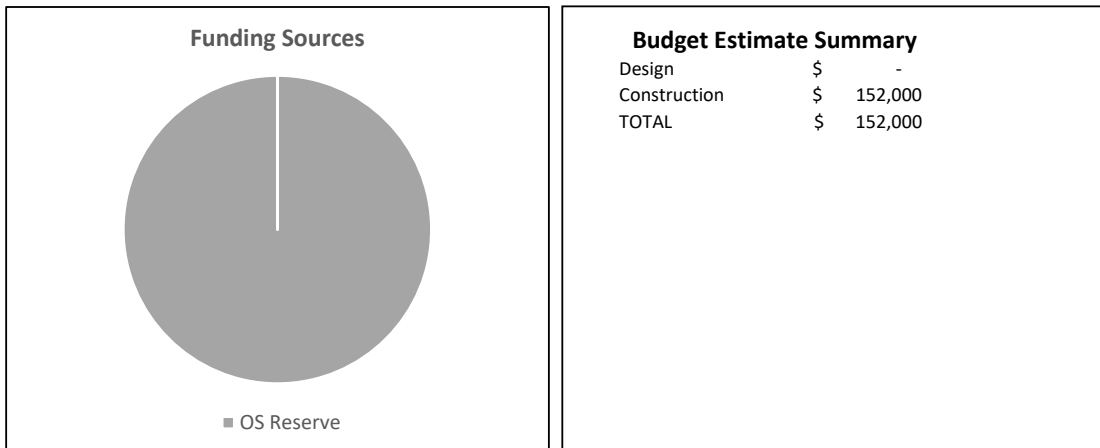
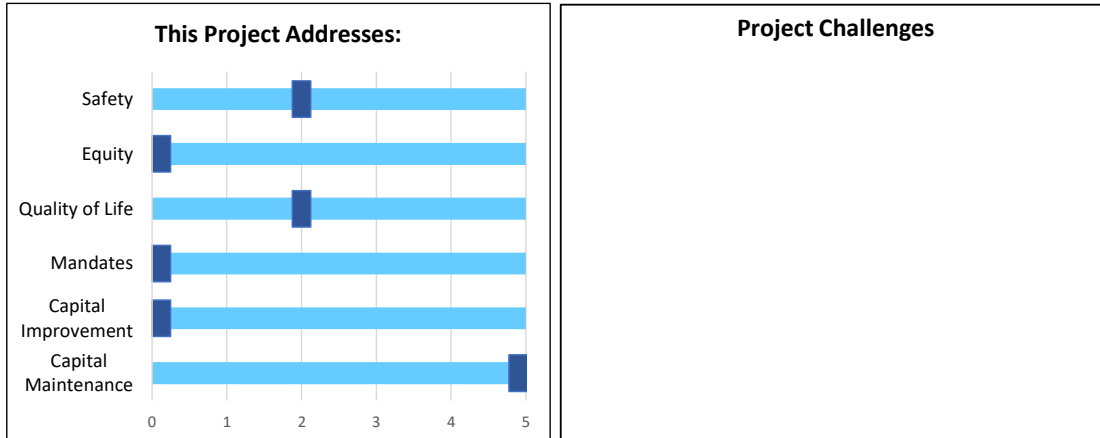


**Comments:** Concept design complete. Funding through State Prop 68.

**Project: Open Space Trail Upgrades**

Budget Bk D-20

Description: Renovate the area around the Lyndon Bandstand.

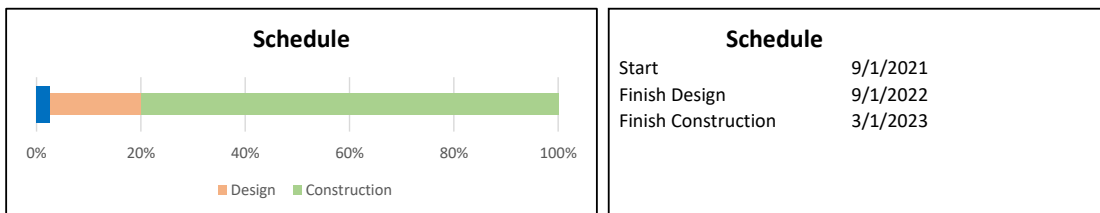
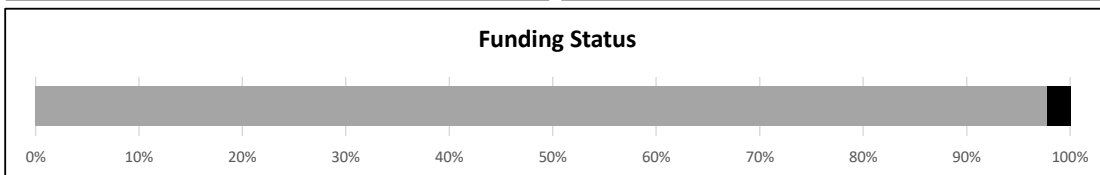
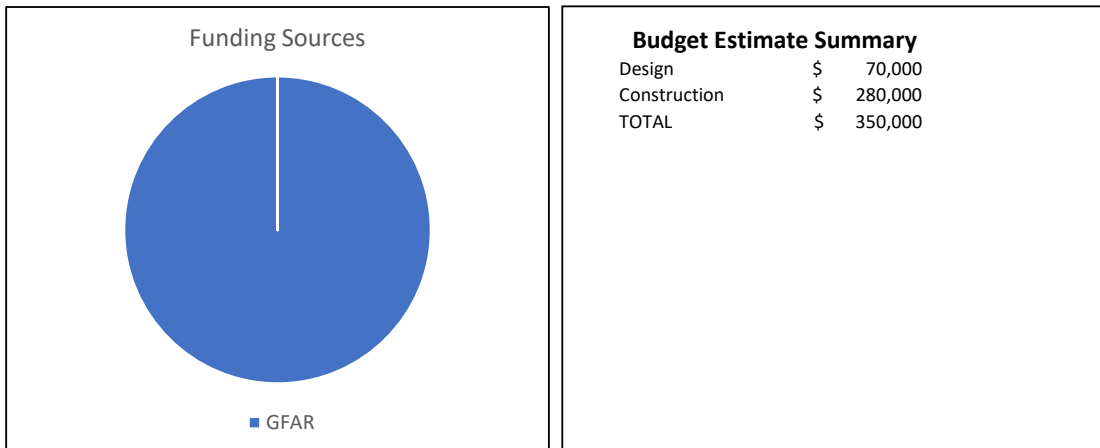
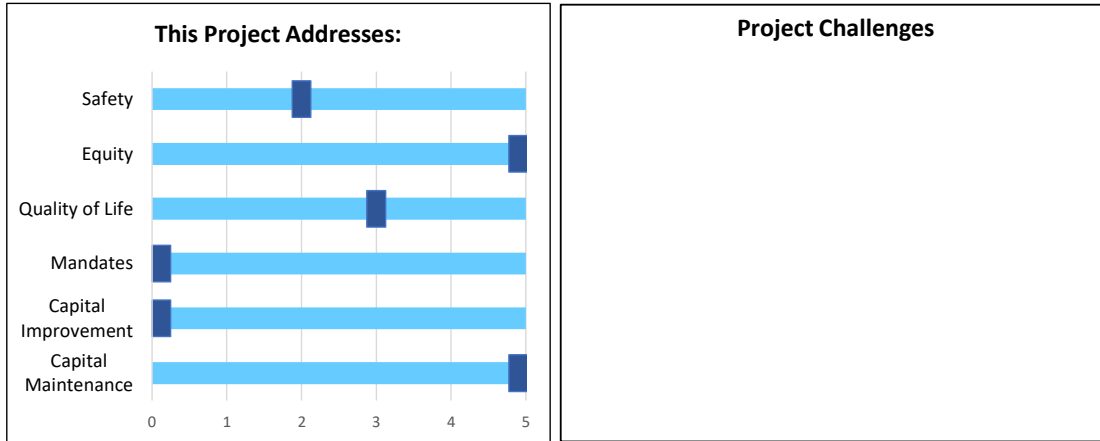


**Comments:** This project delayed due to SJ Water work at upper part of Belgatos Park.

**Project: Charter Oaks Trail Repair**

Budget Bk D-22

Description: Renovate the area around the Lyndon Bandstand.

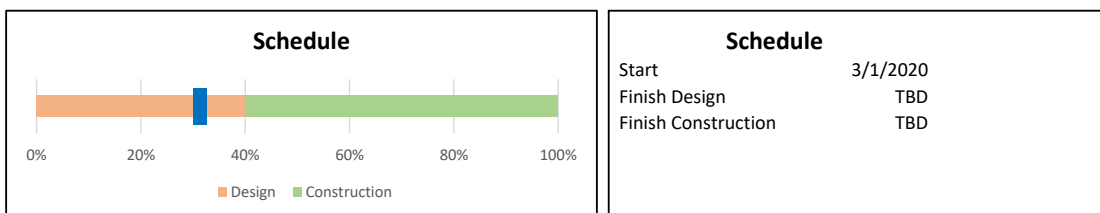
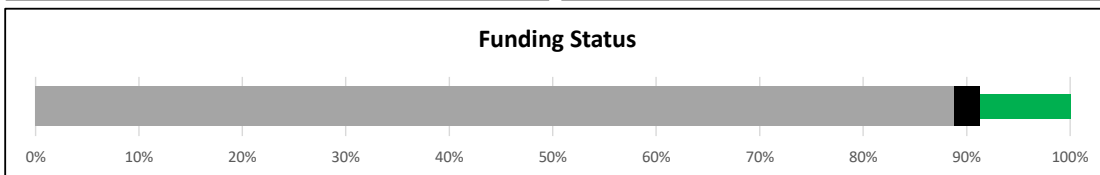
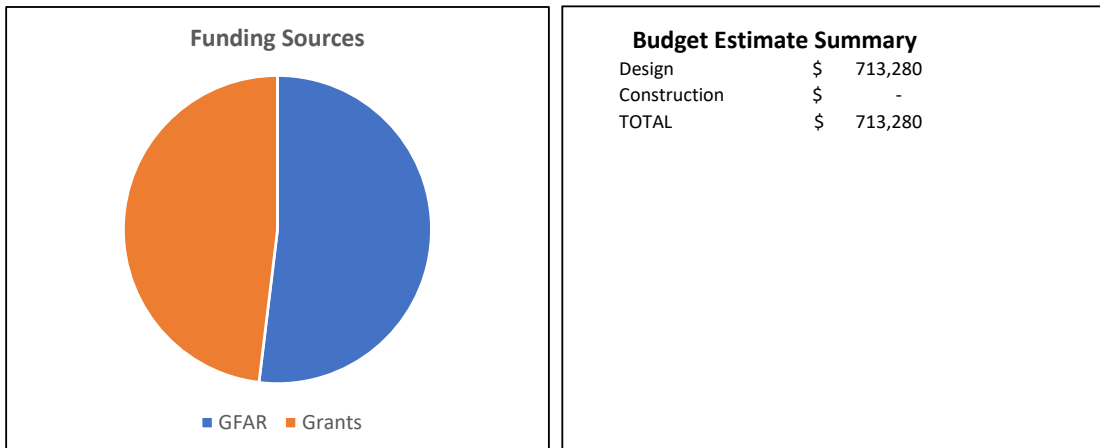
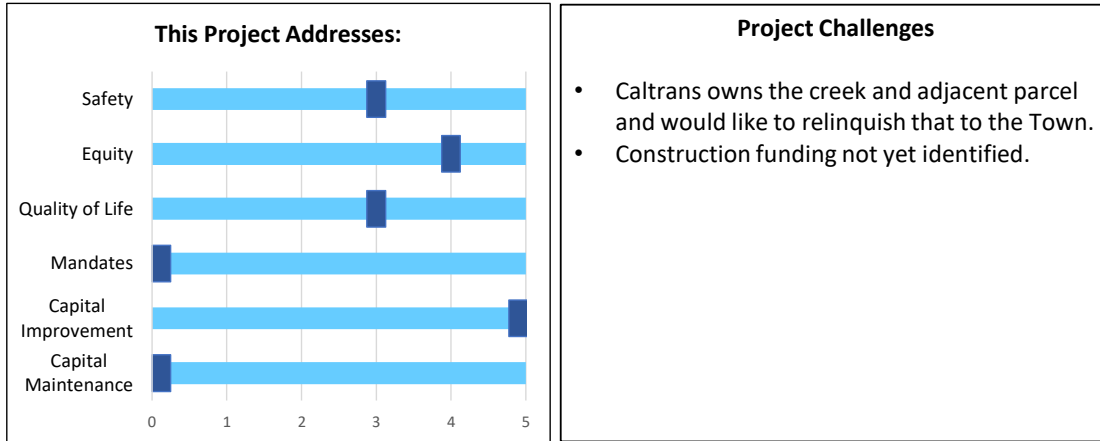


**Comments:** Funding from Albright project committed to use in the area to benefit neighbors.

**Project: Trailhead Connector Project**

Budget Bk D-24

Description: Design and construct a connector from Highway 9 to the Los Gatos Creek Trail



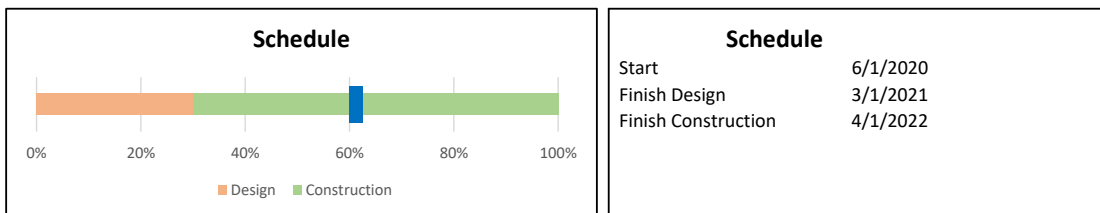
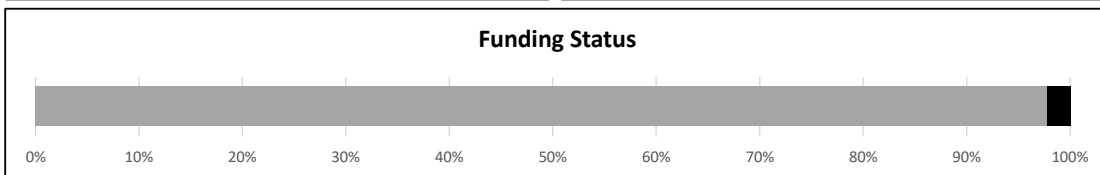
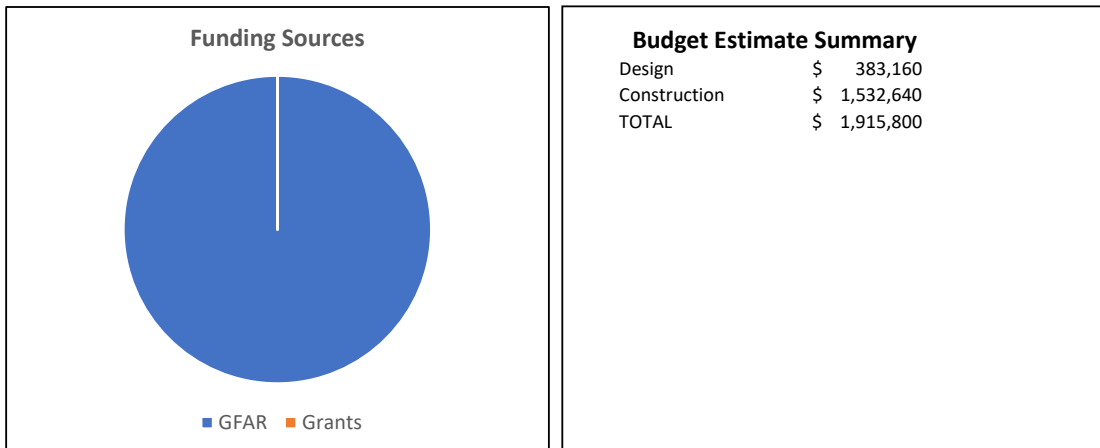
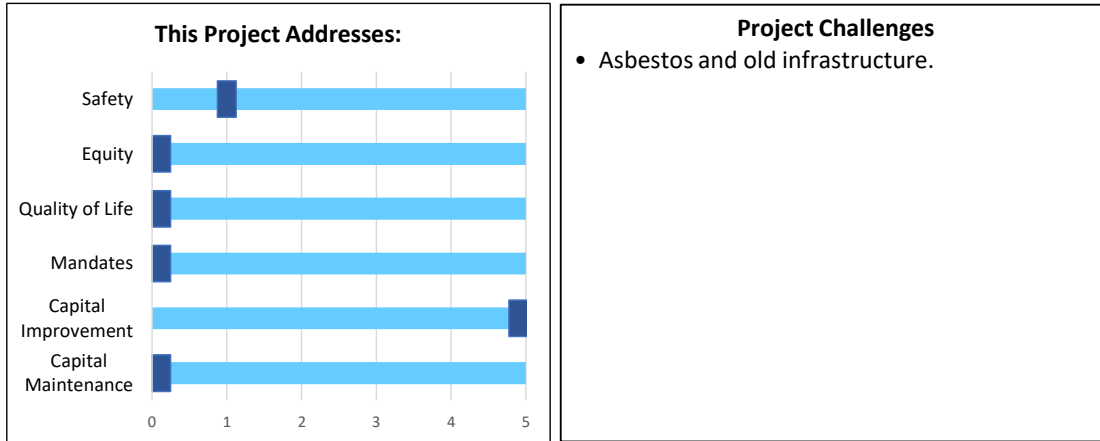
Comments:



**Project: Building Replacement Corp Yard**

Budget Bk E-6

Description: Replace office building.



**Comments:** Project phased. Phase 1 tenant improvement to storage space and existing office. Phase 2 demolish old office and reconstruct storage building.

**Project: Town Beautification**

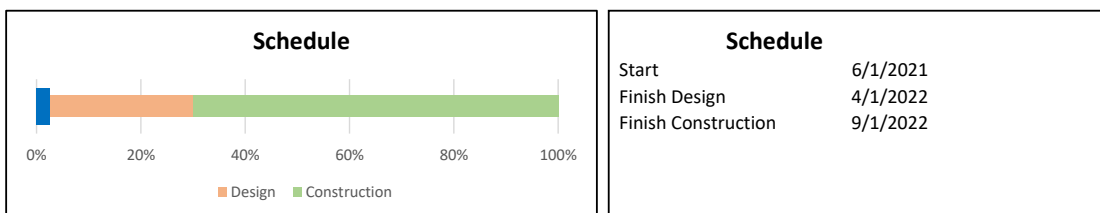
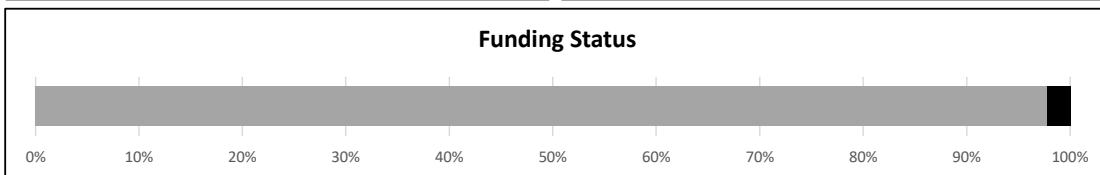
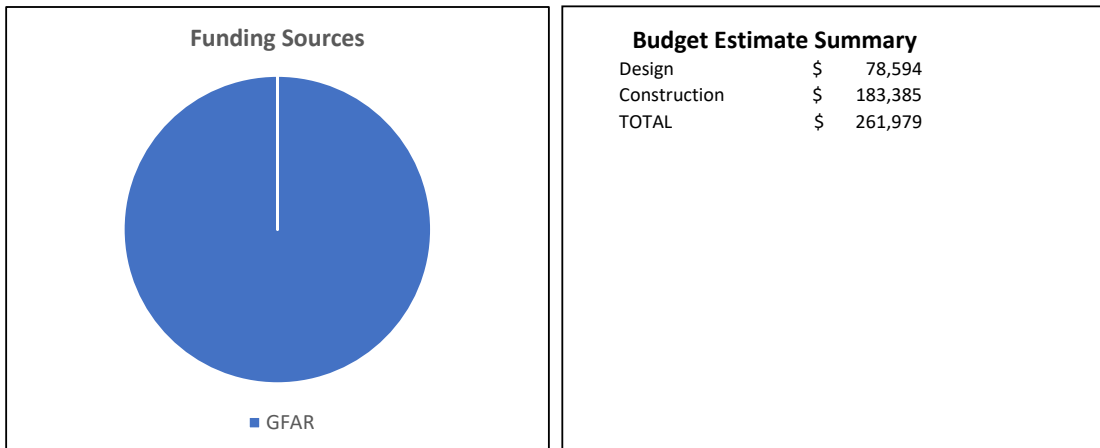
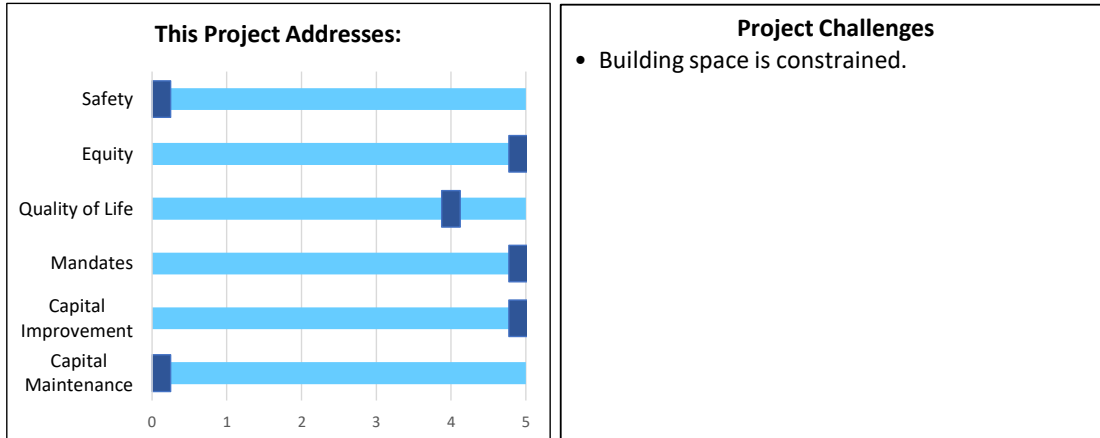
Budget Bk E-8

Description: Various beautification projects, focusing on utility boxes.



**Project: ADA Upgrade to Restroom at Adult Rec Building** Budget Bk E-10

Description: Restroom upgrade

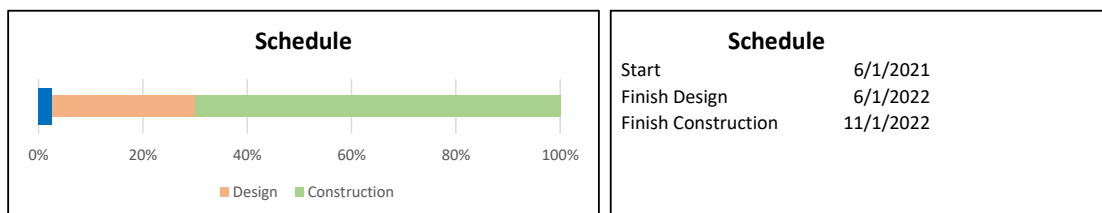
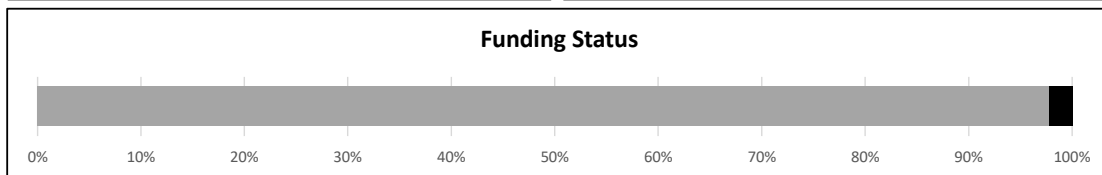
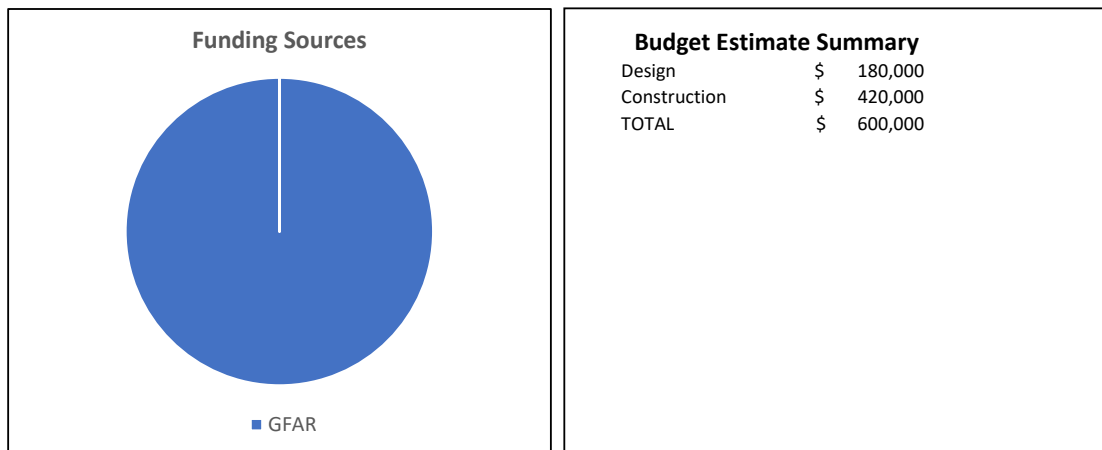
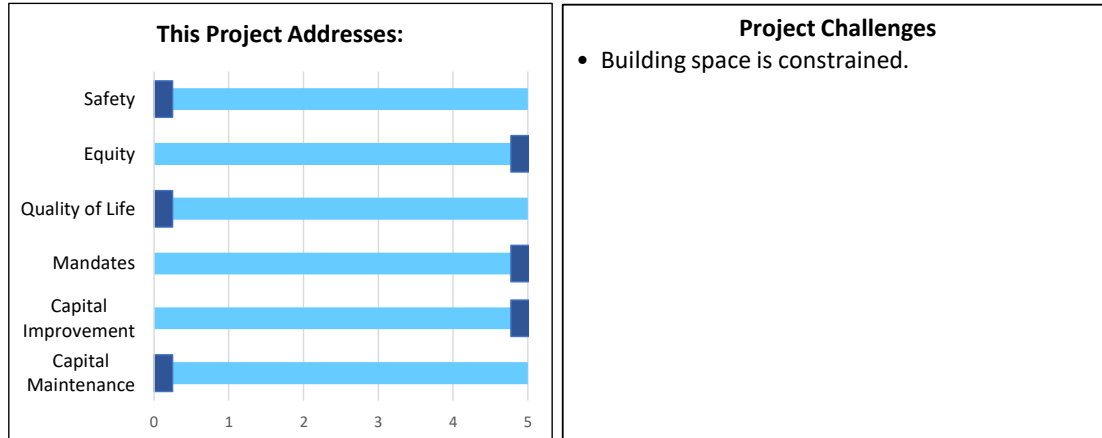


Comments:

**Project: ADA Restrooms & HR Offices**

Budget Bk E-12

Description: Tenant Improvement

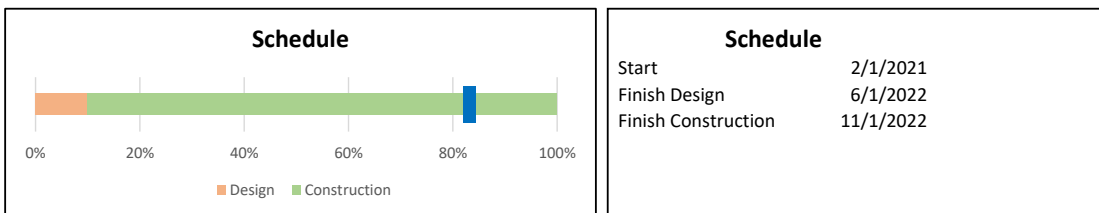
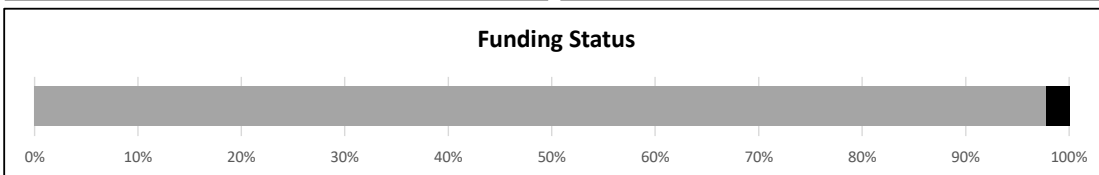
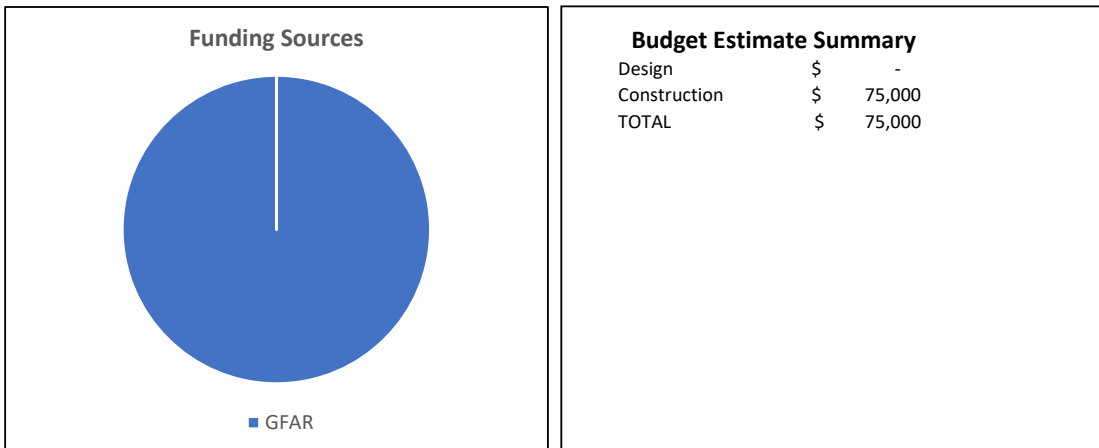
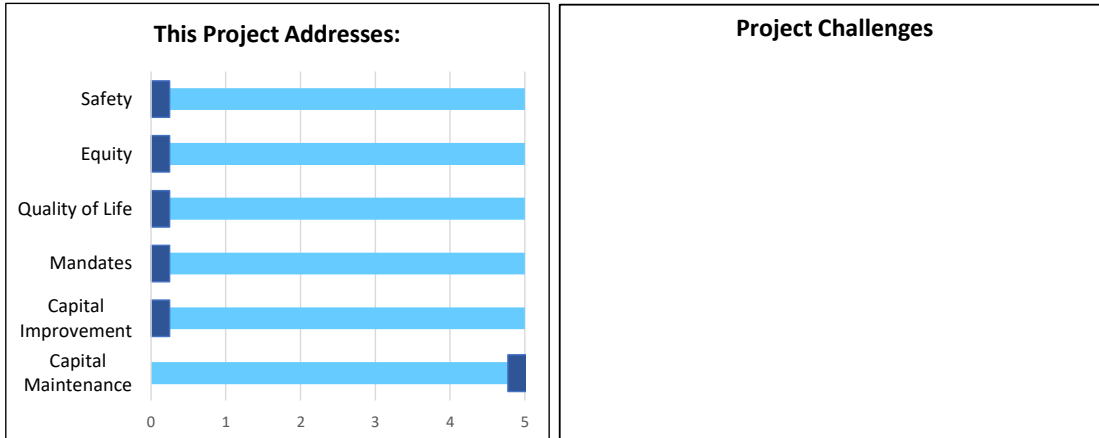


Comments:

**Project: Waterproofing**

Budget Bk E-14

Description: Roofing and siding replacement and rehab.



Comments:

**Project: Sound Mitigation In Library Lobby**

Budget Bk E-16

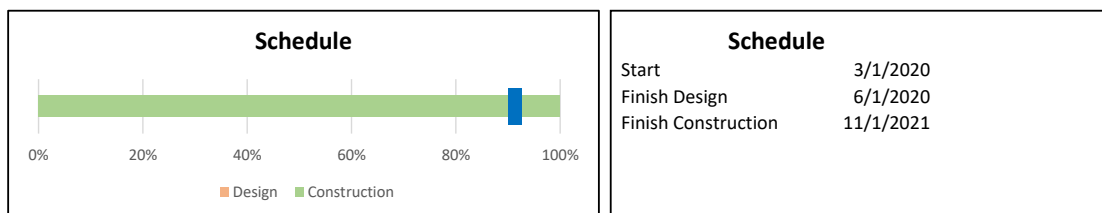
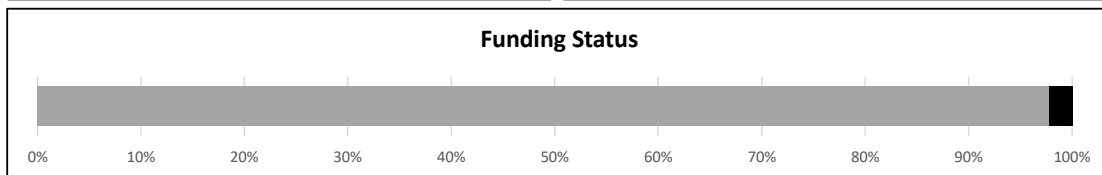
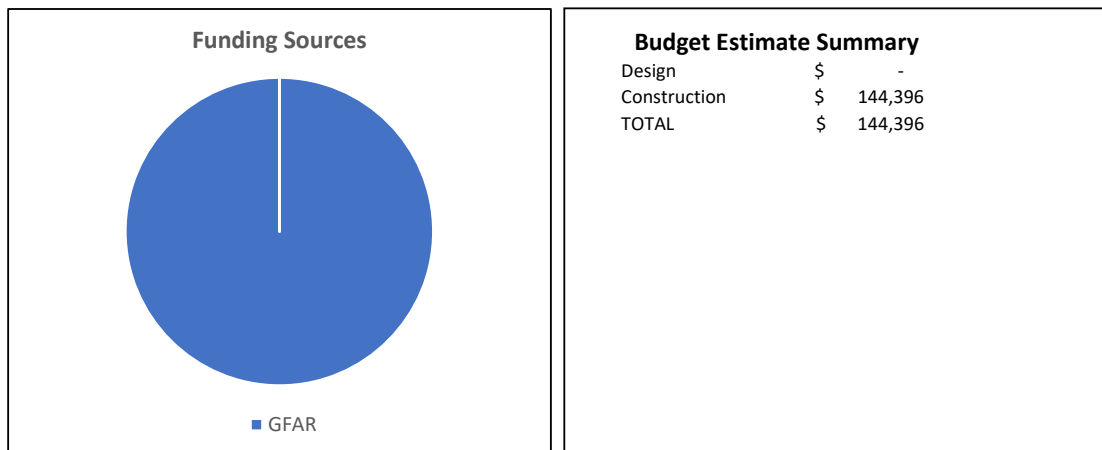
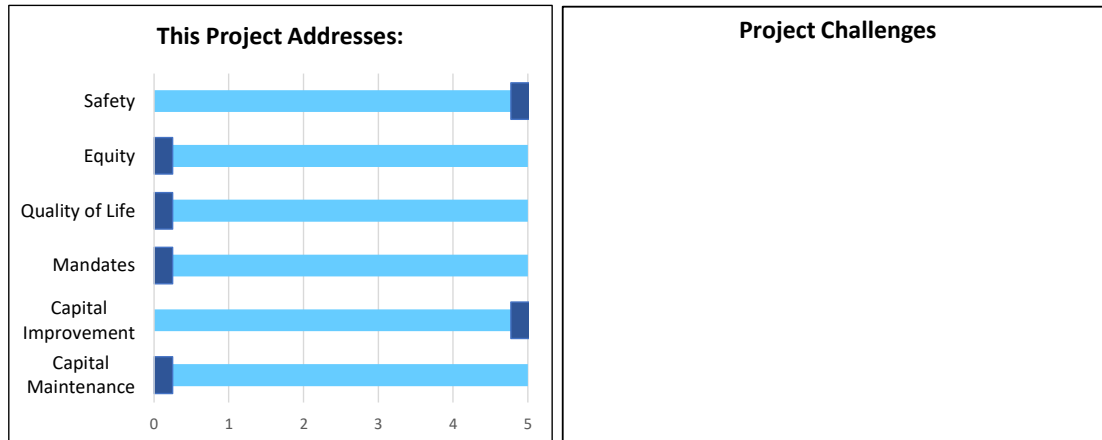
Description: Install baffling in lobby.



**Project: Fire Suppression for Server Rooms**

Budget Bk E-18

Description: Install specialized fire suppression system.

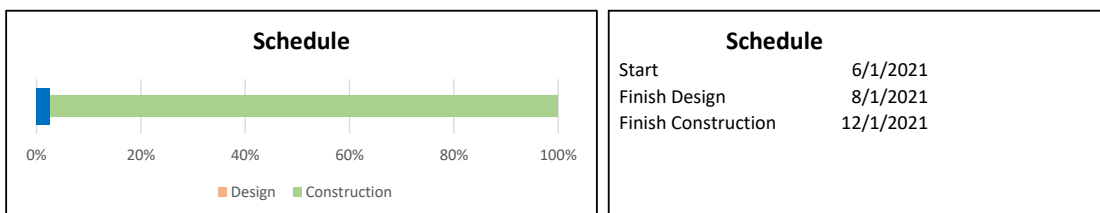
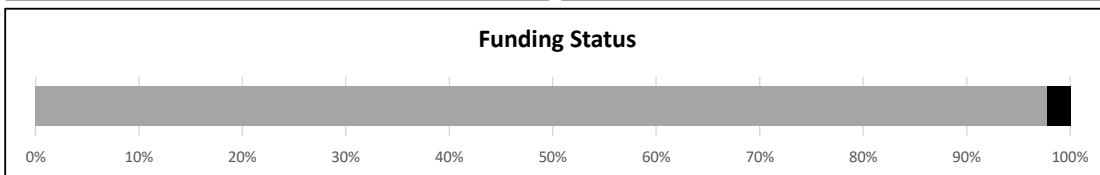
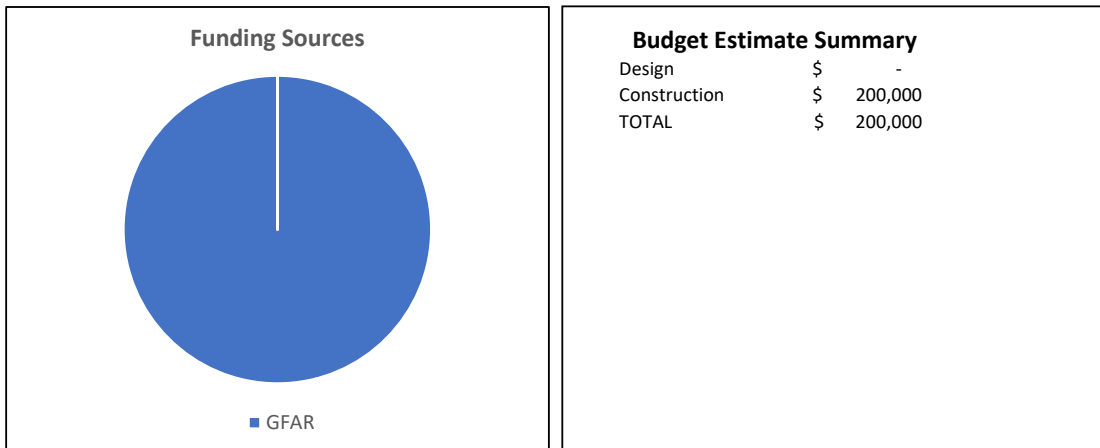
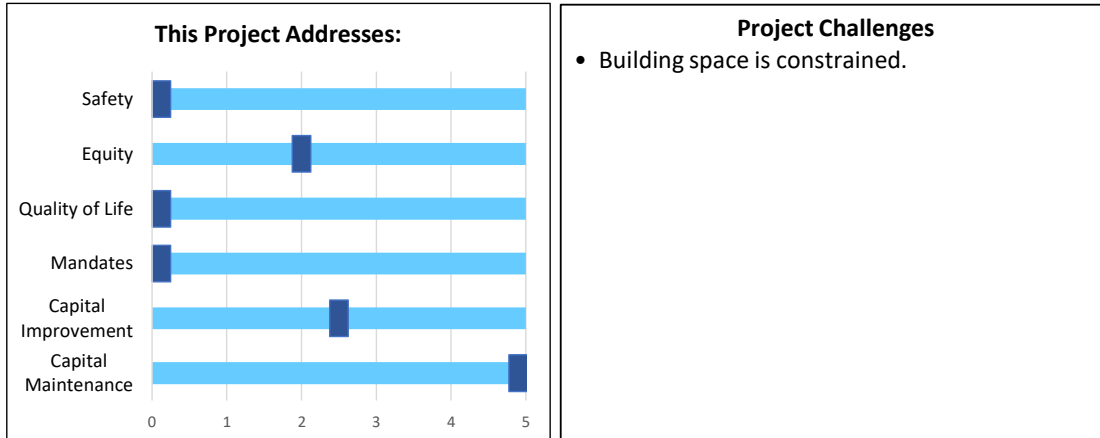


Comments:

**Project: Adult Recreation Center Floor Replacement**

Budget Bk E-20

Description: Replace flooring and upgrade flooring in multi purpose room.



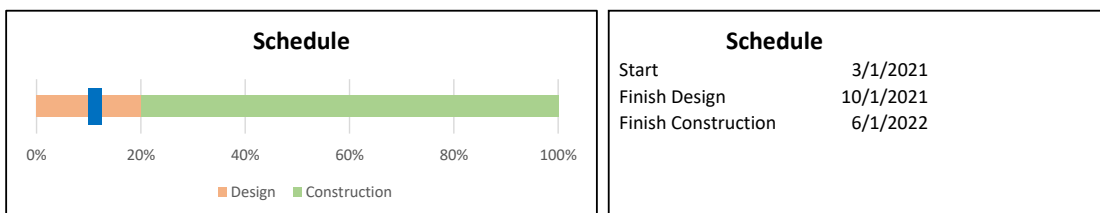
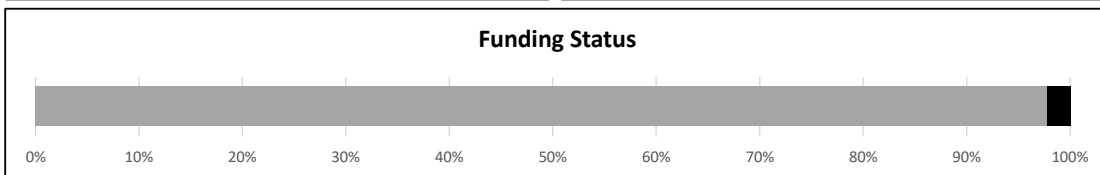
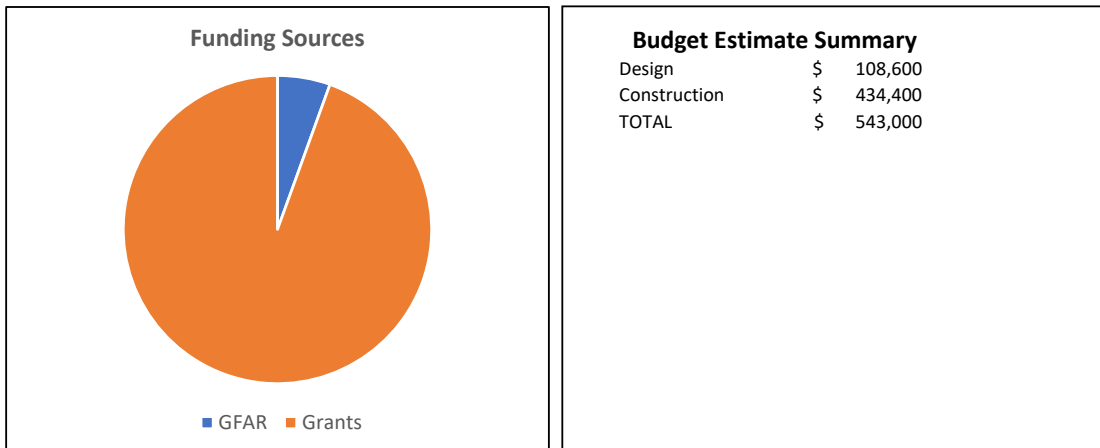
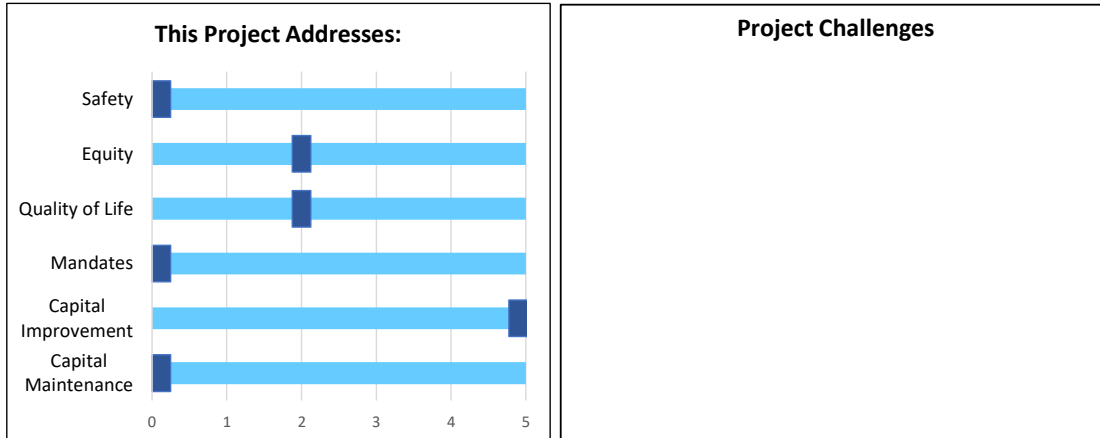
Comments:



**Project: Battery Power Supply - Library**

Budget Bk E-22

Description: Add backup battery system to Library



Comments:



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/21

ITEM NO: 12

ADDENDUM

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DATE: August 13, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program Budget and Determine Any Additional Investments Based on Additional Funding Allocated for Capital Purposes

**REMARKS:**

Attachment 3 contains public comments received between 11:01 a.m., Thursday, August 12, 2021, and 11:00 a.m. Monday, August 16, 2021.

**Attachments Previously Received with Staff Report:**

1. Fiscal Year 2021/22 CIP Unfunded Project List
2. Graphical Presentation Fiscal Year 2021/22 Capital Improvement Program

**Attachment Received with this Addendum:**

3. Public Comment received between 11:01 a.m., Thursday, August 12, 2021, and 11:00 a.m. Monday, August 16, 2021.

**PREPARED BY:** Matt Morley  
Parks and Public Works Director

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

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**From:** Nariman Riahi  
**Sent:** Thursday, August 12, 2021 10:19 PM  
**To:** Council <[Council@losgatosca.gov](mailto:Council@losgatosca.gov)>  
**Subject:** Pinehurst Community garden

Hi LG council

Please allocate \$50000 for the Pinehurst Community garden project. This project is going to help our neighborhood and has support of many Los Gatos services organizations and Boy Scouts. This project improves people's lives, teaches people about value of creating and increased community engagement.

Thanks

Nariman Riahi , Los Gatos resident since 1997.

Blossom Hill Rd, Los Gatos, CA 95032

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**From:** Kevin Arroyo <[communitygardenlg@gmail.com](mailto:communitygardenlg@gmail.com)>  
**Sent:** Sunday, August 15, 2021 8:43 PM  
**To:** Marico Sayoc; Rob Rennie; Mary Badame; Matthew Hudes; Maria Ristow  
**Subject:** Community Garden Funding Request

Hello Town Council,

At Tuesday's Town Council Meeting, I'll be requesting a \$50,000 allocation to fund utility approvals, site readiness, and design work for the Pinehurst Community Garden.

Phase 1 (3-6 months) will include:

- \$5K Utility Approval Process (\$2K PG&E & Valley Water fees, \$3K for contingency including architectural services for utility approval if required)
- \$15K Site Water Installation ( \$11K Construction Cost, \$4K contingency)

Phase 2 will begin once Phase 1 is complete:

- \$30K Architectural Services to create concept designs so the expected funding will be ready for the Town Council to approve in May 2022.

These are the first steps required to move forward a project widely supported within the community. Over 200 local residents have signed a petition supporting the idea, the Boy Scouts are interested in using the garden for Eagle Scout projects, and the Lions Club has expressed interest in helping to run and maintain the garden. Please let me know if there are any questions.

Thank you,  
Kevin Arroyo & Heidi Owen

From: Heidi Owens

Sent: Monday, August 16, 2021 8:33 AM

To: Marico Sayoc <MSayoc@losgatosca.gov>; Rob Rennie <RRennie@losgatosca.gov>; Matthew Hudes <MHudes@losgatosca.gov>; Mary Badame <MBadame@losgatosca.gov>; Maria Ristow <MRistow@losgatosca.gov>

Subject: Public comment on Item 12: CIP budget, Community Garden Funding Request

Hello Honorable Council Members,

Please consider \$50,000 allocation from the CIP budget for the community garden project.

We have been working with local tribes on honoring native people to this area, so the equity score should have been higher in the rankings.

Also, vacant lots attract vagrants and we heard from Mei Ling, Program Manager for 46 community gardens in the the City/County of San Francisco that a major benefit is security. Therefore, the security score on the ranking should have been higher.

Finally, we have engagement with several service clubs for potential and actual fundraising, partnership with Les on usage of his 501c3 for grant making, and initial engine that with the Boy Scout Eagles to do fundraising and building. This project has ample community support and a groundswell of participation.

We really only need the approval of the Town to move the project forward. A contribution of \$50,000 will indicate Town approval and help cover the costs of utility approvals. We need official approval from you to move anything forward.

All my best to you,  
Heidi Owens  
Community Leader

**From:** Tina Murray

**Sent:** Monday, August 16, 2021 10:08 AM

**To:** Council <[Council@losgatosca.gov](mailto:Council@losgatosca.gov)>

**Subject:** Support Pinehurst Community Garden

Hello. I am writing today to express my **support for the addition of the Pinehurst Community Garden (aka Union Community Garden)** to the Capital Improvements Budget.

Community Gardens improve property values, increase physical security, build community, provide food security, decrease greenhouse gas emissions, and beautify neighborhoods.

The organizers have support from the Boy Scouts who have expressed interest utilizing the garden for Eagle Scout fundraising and leadership development projects.

All of the Los Gatos service organizations have been briefed on the garden and the support has been resounding. The Lions Club has expressed interest in helping support and maintain garden operations.

- They don't need the full \$500,000 to get started. They can begin the utility approval process with Council approval and a smaller \$50,000 allocation.
- The garden has massive community support and is one of the few projects on the list located in the East side of Town, which also should have boosted its equity ranking on the score sheet.
- The CIP (Capital Improvements Project) ranking methodology didn't take into account the increased security provided by community gardens as demonstrated in multiple evidence-based surveys.

Please allocate \$50,000 to begin the first steps for the Pinehurst Community Garden.

Many Thanks,  
Tina Murray  
Los Gatos Resident

Shannon Road  
Los Gatos, CA 95032

From: Susan Carter Anderson  
Sent: Monday, August 16, 2021 10:22 AM  
To: Matt Morley  
Subject: Blossom Hill crosswalk

Hi Matt,

I am a parent in the Blossom Hill community, live on Blossom Hill, and was on the Home and School Club board for two years. I attended many of the meetings that you held and I am so thankful for the support you put towards making our kids crosswalk safer. Now that school is back in session full-time I am thinking we have more of a visible issue with safety at the Blossom Hill elementary crosswalk. I want to build momentum so we can get this project on the road to reality.

I was wondering if you could tell me who specifically I might contact at City Hall to get an update on the grant funding for the improvements? I left a message for the city treasurer, but never got a response. I also don't have a lot of time to try to attend committee meetings, I'm just hoping that we can find the right person who can task someone with applying for grants.

Thank you for any guidance.

Best,

Susan Carter Anderson

**From:** Phil Koen

**Sent:** Monday, August 16, 2021 10:14 AM

**Subject:** Agenda Item 12 and general plan 2040 comment

Hello Laurel,

I was reviewing agenda item #12 and had a few questions regarding the Staff memo. I was hoping you could provide some additional insight regarding the following:

1. The Staff memo indicates that there is \$41.2m in unfunded infrastructure projects, excluding the ADA project. In the Measure G ordinance, the Town reported as of 2018 there was \$70m in unmet infrastructure needs. How should the residents be thinking of the \$41.2m vs. the \$70m? Are they the same projects, or have the projects changed? Has the unfunded infrastructure need decreased over the past 3 years? Can you provide any additional information regarding the specific unfunded projects so there is total visibility to the infrastructure challenge as of today?
2. The list of FY 2021/2022 CIP unfunded projects includes \$1.8m for Highway 17 BPOC, with a notation that the amount is the local match fund. Is this the local match required under existing grants for the design and engineering consulting phase of the bridge or an estimated local match for the total cost of construction and design of the bridge? What is the current estimate for the total cost of the BPOC (construction and design) and what is the best estimate regarding the required local match in dollars and percentage?
3. The list also contains an estimate of \$10m for downtown streetscape. Is this a new project or is this an update of the existing project which was repurposed for Covid 19 relief? Has the Council voted to proceed with the \$10m funding? Is there a detail project design which explains the \$10m?

I have one last concern/comment that perhaps you could provide additional insight. Over the years you have repeatedly and correctly stated that the Town does not have a reliable and consistent funding source for infrastructure projects and there is a massive amount of deferred capital investment which must be made. I am guessing that as of today the deferred capital investment is still around \$70m, in today's dollars. Has the Staff made an estimate of the capital investment required over the next 20 years to 1) comply with new state or federal mandates and 2) support the 30% growth in population as outlined in the draft General Plan 2040 regarding and 3) properly maintain/improve our existing road network (including bridges), bike paths, trails, utility and sewer infrastructure and public facilities such as police and fire facilities?

I am asking this since I have never seen a capital infrastructure investment plan which details the magnitude of capital investment required to meet the Town's needs over the next 20 years. Does such an investment plan exist? How can the Town reasonably assume there will be funding for these critical infrastructure projects given your long-standing warnings? If there is no reasonable assurance that funding would be available for the required infrastructure investment, how does that play into the draft general plan?

I am concerned that there is an obvious disconnect between the infrastructure needs embedded in the draft general plan (new public facilities, widening of streets, more bike lanes, increased/improved utility infrastructure) and the reasonable ability of the Town to fund capital projects on a timely basis. Since one of the general plan objectives is to provide high quality municipal services while sustaining the Town's long term fiscal health, how are residents reasonably to know that this can realistically be

achieved over the next 20 years given the current lack of infrastructure funding and your repeated warnings regarding the systemic lack of future funding?

Thank you.

Phil Koen



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/2021

ITEM NO: 12

DESK ITEM

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DATE: August 17, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program Budget and Determine Any Additional Investments Based on Additional Funding Allocated for Capital Purposes

**REMARKS:**

Attachment 4 contains public comments received after the Addendum was distributed.

Attachment 5 updates Attachment 2, correcting a number of issues with the original attachment.

After the distribution of the staff report, staff received the following questions from Council Members. The questions are in italics and the staff responses follow each of the questions below.

*Community Garden project: Could partial funding allow this project to advance?*

A small allocation early for the community garden would help to move it along since there is work for a year or more on coordination with PG&E, Valley Water, San Jose Water, etc. An amount in the range of \$15k to \$50k could pay for a water meter, a PG&E and Valley Water access agreement, and initial site design. The Council may want to consider if the Town can extend itself to another project and if the expectation is that the project sponsors fundraise, or the Town plans on funding the project, or if some other solution for future funding may exist. Clear direction would be helpful to the project sponsor and staff

**PREPARED BY:** Matt Morley  
Parks and Public Works Director

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

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PAGE 2 OF 3

SUBJECT: Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program Budget and Determine Any Additional Investments Based on Additional Funding Allocated for Capital Purposes

DATE: August 17, 2021

*Roadside Open Space Vegetation Management: What are the risks associated with moving forward with Town funded work and spending the FEMA grant match versus waiting for the FEMA grant approval?*

Staff targeted the budgeted funds as a match and told FEMA the funds were available. There is some risk if the Town spends the local funds that we will need to have funds available or withdraw the grant request. If the Town moves forward with the work, then additional funds will need to be set aside as a match in the future. This is a difficult choice to make with risk associated in both directions. One option is to proceed with the work and reserve enough CIP dollars as unallocated to cover the match when we need to come up with it. There is still some risk there, but it does provide an option.

*Could the Local Roadway Safety Plan replace the Traffic Calming project to relieve pressure on staff time and costs from the latter?*

The traffic calming program was put in place to allow for a resident led effort to address neighborhood concerns in a time when staff could support the efforts. Because the issues are neighborhood generated without a wide impact, they would not be identified in our LRSP. And the LRSP will be a snapshot in time, captured now and living for 5 to 7 years, while the traffic calming projects roll in continuously. The LRSP will, on its own identify areas of need to add to the list of unfunded needs.

*Why do we have projects with only design funding? Doesn't this risk the design investment if we can't get construction dollars?*

Grants are often set up to fund design costs or design and construction costs. In the case of the latter, projects that have design complete almost always score higher and receive the construction funding. As a result, it is most common for projects to move through design with local funding or grants that target design. To rely on grants that would provide combined funding would likely mean no projects would be funded. Projects should definitely be evaluated prior to design to identify future sources of construction funding. There are, however, situations where a project may sit on a shelf for some time prior to receiving construction funding.

Attachments Previously Received with Staff Report:

1. Fiscal Year 2021/22 CIP Unfunded Project List.
2. Graphical Presentation Fiscal Year 2021/22 Capital Improvement Program.

PAGE 3 OF 3

SUBJECT: Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program  
Budget and Determine Any Additional Investments Based on Additional Funding  
Allocated for Capital Purposes

DATE: August 17, 2021

Attachment Previously Received with an Addendum:

3. Public Comment received between 11:01 a.m., Thursday, August 12, 2021, and 11:00 a.m. Monday, August 16, 2021.

Attachment Received with this Desk Item:

4. Public Comment received after the Addendum was distributed.
5. Revised Graphical Presentation Fiscal Year 2021/22 Capital Improvement Program

From: Susie A  
Sent: Monday, August 16, 2021 5:22 PM  
To: Council <Council@losgatosca.gov>  
Subject: Support for pinehurst community garden

Please consider the following request from a 67 yr old resident of Los Gatos for 40years :  
Please Keep the project moving forward with financial authorization to the pursue utility approval process.

This will enable interested/committed Los Gatans to continue the vision A small amount to allow community members to be empowered to move the ground work forward, literally and figuratively.

Thank you  
Susan Arroyo.

From: Joanne Justis  
Sent: Monday, August 16, 2021 4:33 PM  
To: Council <Council@losgatosca.gov>  
Subject: Long Overdue Improvement to Blossom Hill Road - False Promises from the Town

It's really sad with the Mayor does not respond to emails or you have to wait days or longer to get a call back from the Town. Matt Morley promised to make this project a priority but like many other Town Council Members or employees, you cannot trust what they say. Slick politicians for sure.

Clearly, you have no intension of improving the safety of Blossom Hill Road that is adjoined to the elementary school and the park and have misrepresented your intensions for years! Your priorities are to repave roads in the Town or to replace the asphalt streets with expensive cement streets. You've improved the safety of RJ Fisher and Louise Van Meter schools but why not Blossom Hill Elementary School/Park/road?

How many years now have the residents been asking the Town to improve this road? It's time for the Town Council, Matt Morley, and others responsible for this matter to be held accountable for their lack of actions.

I guess it's cheaper for the Town to pay for a lawsuit than it is to improve this road.

This is really shameful!

Joanne

**From:** Amanda Caruso  
**Sent:** Monday, August 16, 2021 4:27 PM

**To:** Council <Council@losgatosca.gov>  
**Subject:** Blossom Hill Elementary intersection

Hello,

I have two children who attend Blossom Hill Elementary, and I am writing to express my concern about the safety at the school intersections. The main intersection at Blossom Hill and Cherry Blossom is specifically worrisome. The crosswalk is dangerous as it's on a busy, main road, and people often speed through. The "walk" signal needs to be longer to allow large groups of children and parents to cross safely. As of now, the walk signal does not allow ample time. Thank goodness for Anita, our dedicated crossing guard at that intersection, but more needs to be done to help her in keeping our children safe. Walking and riding bikes/scooters to school is encouraged for multiple reasons, but only if we are certain that our children can safely do so.

Thank you,  
Amanda Caruso

**From:** David Singer  
**Sent:** Monday, August 16, 2021 4:18 PM  
**To:** Council <Council@losgatosca.gov>  
**Subject:** I support adding the Union Community Garden to the Capital Improvements Budget

I am writing to request that you, as the members of the Los Gatos Town Council, add the Union Community Garden (also known as the Pinehurst Community Garden) to the Capital Improvements Budget.

This project would turn a vacant eyesore into a community asset and increase the amount of greenery in the town. Community gardens help in decreasing greenhouse gas emissions, improve food security, encourage neighbors to interact with each other in a constructive environment, and beautify the area.

The project needs Council approval and an initial allocation of \$50,000 to begin the utility approval process - further investments can happen once the approvals are in place.

Please add the garden to the Capital Improvements Budget in the current cycle.

Thank you.

David Singer  
Westchester Drive  
Los Gatos, CA 95032

**From:** Nika Esfahani  
**Sent:** Monday, August 16, 2021 3:53 PM  
**To:** Council <Council@losgatosca.gov>  
**Cc:** Matt Morley <MMorley@losgatosca.gov>  
**Subject:** Funding for Improvement of Blossom Hill Road and Cherry Blossom Intersection

Hi-

My name is Nika Esfahani, and I live in Blossom Hill Manor, and I am a parent to a 2nd and 5th grader at Blossom Hill Elementary School. I am writing to express my concern about the traffic on Blossom Hill Road and Cherry Blossom Road, and the potential impact to children and families who cross this road multiple times a day to get to school and back.

I understand there was a traffic study conducted last year which concluded that there are a number of improvements that need to be made to make the road safe. However, the town has not allocated any funds to make these improvements including impediments to slow drivers down.

As I hope you are aware, a pedestrian was killed by a driver at this exact intersection in 2019. What is the town council waiting for? Are you waiting for more fatalities or god forbid deaths before allocating the necessary funds to make this road safe for our children and our community? This is a serious issue, and the town needs to take action immediately to protect our children and our community.

With my children at the age of walking to school by themselves, I'm horrified at the possibility of a reckless or distracted driver coming into contact with my children or any other children crossing this road. Please take this matter seriously and take action immediately. If there is anything additional I can do to reiterate the importance of this or advocate for the allocation of funds, please let me know.

Thank you,  
Nika Esfahani

**From:** shelley gierat  
**Sent:** Monday, August 16, 2021 2:03 PM  
**To:** Council <Council@losgatosca.gov>  
**Subject:** Blossom Hill Elementary Crosswalk and

Hello,  
Everyone knows the Safe Routes to school are not safe and yet the school supports those routes. I guess 1 death is not enough but maybe a child death will get the Council motivated to do something about it. Also Cherry Blossom lane encourages kids to ride their bikes and walk in the street because cars are lined up parked in the bike lane: see photo.



The most precious gift we can offer others is our presence...Thich Nhat Hanh

From: Carrie Endweiss  
Sent: Monday, August 16, 2021 1:50 PM  
To: Council <Council@losgatosca.gov>  
Subject: Blossom Hill Road Safety

Dear Town Council Representatives,

Imagine a world where you minimally have to worry about your child making it to and from school safely, or getting tools out of your car and not being hit, loading your kids' bikes in the trunk and the fear of another car pinning you in, walking to class and a car ending up on the school front lawn, or getting ready to cross a street and another car drives into the front of a person's yard right near you.

That's not our world right now...fast cars driving beyond the speed limit, distractions like cell phone, drugs, etc. We are BEYOND worried.

The examples above all happened at some point on Blossom Hill Road and some improvements were made, but not enough to make the daily worry disappear.

Wouldn't we want to make sure our roads are safe especially since multiple accidents occur on BH Road and some that have been FATAL?

We bought our first house on this road, raised two boys and have had two furry dogs as well.

We see cars racing up and down the road. We have emailed, led a community meeting, faced your council and spoke, but all are not enough.

My boys are at the age where I want them to ride their bikes and get independence, but I constantly have to make sure they are safe.

I have been through a horrible accident with my younger son and am thankful he is still with us today. Thank God for helmets. Don't let there be another fatality on our road. Be proud that you pushed your team to do what is right and make this road safer!

Please...make our road, crosswalks, stoplights free from danger for those biking, driving and walking.

Thank you for listing. Now it is time to put our money where the kids, teachers and families are.

Kindly,  
Carrie Endweiss

From: Vidya Devarasetty  
Sent: Monday, August 16, 2021 1:46 PM  
To: Council <Council@losgatosca.gov>  
Cc: Matt Morley <MMorley@losgatosca.gov>  
Subject: Blossom Hill Crosswalk

Dear Counsel member,

I am a parent of a blossom hill community, and live on Blossom Hill Road at the intersection Cherry Blossom and Blossom Hill.

We have witnessed multiple car collisions, speeding (>50mph), illegal U-turns, honking and overflow of people of people with bikes in to our front yard. All of these are not a safe and conducive environment for people who live on Blossom Hill Road near Blossom Hill Elementary school.

The school has started and the traffic is as usual (precocious times). Today I had to signal to a driver to drive slowly as the electric sign board read 52mph. This is very dangerous situation we have in our residential neighborhood.

I have attended couple of town hall meetings last year. In the last meeting I attended, the plans to expand the side walk and have left/right turn only lanes and making the Blossom Hill Road a single lane road. That was a great plan to reduce accidents and make our school community a

safe environment for young families and kids to live in. Our family would be delighted to learn the progress on the proposed plans.

Thank you so much for your help in making our community a safe place to live and raise kids.

Thank you.

Regards,  
-Vidya Devarasetty

**From:** Debbie Parsons  
**Sent:** Monday, August 16, 2021 1:30 PM  
**To:** Council <[Council@losgatosca.gov](mailto:Council@losgatosca.gov)>  
**Subject:** I support the addition of the Pinehurst Community Garden

Dear Council members,

I am a longtime resident of the town of Los Gatos. I support the addition of the Pinehurst Community Garden.

They don't need the full \$500,000 to get started. They can begin the utility approval process with Council approval and a smaller \$50,000 allocation. The garden has massive community support and is one of the few projects on the list located in the East side of Town, which also should have boosted its equity ranking on the score sheet. The CIP (Capital Improvements Project) ranking methodology didn't take into account the increased security provided by community gardens as demonstrated in multiple evidence-based surveys.

Community Gardens improve property values, increase physical security, build community, provide food security, decrease greenhouse gas emissions, and beautify neighborhoods.

The organizers have support from the Boy Scouts who have expressed interest utilizing the garden for Eagle Scout fundraising and leadership development projects.

All of the Los Gatos service organizations have been briefed on the garden and the support has been resounding. The Lions Club has expressed interest in helping support and maintain garden operations.

Please allocate \$50,000 to begin the first steps for the Pinehurst Community Garden.

Best  
Debbie Parsons



**From:** Lisa Borland  
**Sent:** Monday, August 16, 2021 1:08 PM  
**To:** Council <Council@losgatosca.gov>  
**Subject:** concern about the Blossom Hill crosswalk

To Whom it May Concern:

I am a parent of a Blossom Hill Elementary student and live in Blossom Manor. I would like to voice my concern about the safety at the Blossom Hill crosswalk and ask for your willingness to apply some town funds to improve the safety at this crosswalk. I cannot tell you how many times I have seen our wonderful crossing guard, Anita, grab a child back from the edge of catastrophe at that crosswalk. It seems to happen weekly. I do not know what the right solution is: a bigger sidewalk on the neighborhood side? a better turn lane set up for people trying to get into school? all of the above + many more, but we need to look at this seriously and imminently before something bad happens... again.

Every morning and afternoon I am so nervous around drop off and pick up time wondering if this is the day something bad could happen. I am so thankful to our Principal and teachers, our crossing guard, and other parents who are often out there trying to make it safer for our children. But we truly need some infrastructure and true long-term solutions to make this a safer area for our neighborhood children and everyone who uses the crosswalk. My family and I will support whatever we can do to make this happen.

Thank you for listening.

Lisa Borland

**From:** Susan Carter Anderson  
**Sent:** Monday, August 16, 2021 12:19 PM  
**To:** Council <Council@losgatosca.gov>  
**Cc:** Matt Morley <MMorley@losgatosca.gov>  
**Subject:** Please fund the Blossom Hill Traffic Calming project

Hello,

I am a parent of a child at Blossom Hill Elementary, live on Blossom Hill Road and have been a longtime volunteer with the Home and School Club. I am writing you today to urge you to fund the Blossom Hill Traffic Calming Project asap.

When I was on the Home and School Club board, we spoke often about the dangers of this crosswalk and street. It is a priority that we do something to improve it.

Increasing the size of the turnout on the neighborhood side will give kids more room to safely congregate. Reducing the lanes will hopefully decrease the drivers habit of feeling like they

need to speed up right in front of the school. And having a better turn lane will assist parents getting into the school without other cars swerving around them in a chaotic mess.

Let's not wait for someone to get hit. This project will address numerous safety issues and is well worth the money. Please fund it so we can have a safe school crossing and community.

Respectfully,

Susan Carter Anderson

From: Sally Zeman  
Sent: Monday, August 16, 2021 12:13 PM  
To: Council <Council@losgatosca.gov>  
Subject: Concern for BH Road / Cherry Blossom Intersection

Hello,

Over the past 8 years of residing in the manor and sending my 3 children to school at Blossom Hill and Fisher, I have become increasingly concerned over the crosswalk safety. There seems to be a lot more traffic, especially during the morning rush hour and I strongly recommend this be addressed before something tragic happens.

The current crossing guard is phenomenal person and keeps a very close eye on the children. That said, there are 100's of children crossing daily and it's impossible for her to 100% safeguard the children. In addition, it's a confusing intersection for drivers due to Cherry Blossom zig zagging.

Case in point, last spring, I witnessed a younger toddler sibling on a scooter losing his balance and nearly riding straight into traffic. Thankfully in a split second our crossing guard caught him but if she hadn't been in arms reach, I dare not to think of the outcome.

I am incredibly interested in seeing a new plan for this intersection. For the safety of our community, now and in the future, I feel it's imperative!

Thank you!

Sally Zeman  
Cherrystone Dr

**From:** Dawn Hooper  
**Sent:** Monday, August 16, 2021 9:23 AM

**To:** Council <[Council@losgatosca.gov](mailto:Council@losgatosca.gov)>

**Subject:** Pinehurst Community Garden

As a tax payer and a keen gardener I would very much like to see the Pinehurst Community Garden get started. Sooner rather than later. As it has been pointed out it does not need all the funding to get started.

It is an important project to me as a member of community. North 40 is not popular with a lot of people who live in Los Gatos. Our town is already over run with too many cars and too much concrete. (and is only going to get worse).

Starting the Community Gardens could be a great way to show everyone that we still have COMMUNITY at the top of our list as we move forward. Otherwise we will just be seen as a town that had a nice vibe until they built on every square inch they had just to make money. Without community we end up with a disjointed group of people who live in the same area. That in itself leads to all sorts of problems. We need to keep a diverse and interesting group of people in Los Gatos in order to keep it as a place people want to live and want to visit. A community garden could do just that. I think getting this project started will excite those that live here and give people inspiration, hope and encouragement that the local council do actually listen to what the people want. A community garden will also include multi generations and groups so will lead to great harmony.

Over the last 8 years or so in my opinion in the council have not done a good job . It took the council way to many years to get patio seating downtown. (Even though it was asked for repeatedly ) Other places like Campbell, Los Altos, Palo Alto were already enjoying that and had been for years before us. For years we have lost potential customers /revenue because of the council wanting to be elite. It's time to fill Santa Cruz Ave with shoppers and diners who want to spend money in our lovely town. Not keep hiking rates up and making it impossible to keep stores open. It is good to see the music in the park so popular. Looking forward we need to think about adding extra parking to make it easy to come shop and eat in Los Gatos.

Dawn Hooper

Los Gatos Resident since 2004

**From:** Lisa Wade

**Sent:** Sunday, August 15, 2021 5:14 PM

**To:** Council <[Council@losgatosca.gov](mailto:Council@losgatosca.gov)>

**Subject:** Please Support Pinehurst Community Garden

Dear Town Council,

I am writing to ask you to please allocate \$50,000 to begin work on the Pinehurst Community Garden. I would love to see a community garden like this in Los Gatos. It would be beneficial to

the environment by reducing greenhouse gas emissions as residents could source some of their food locally. The garden would also beautify the neighborhood and create a safe community space for residents to interact with each other. The environmental and community-building benefits would be a real bonus to our town. In addition, a community garden would encourage residents to eat more healthy, organic, plants.

This project has widespread support and I would like to be added as a personal supporter.

I would also like to add the support of Plant-Based Advocates of Los Gatos <http://www.plantbasedadvocates.com/> to this project. All of our members strongly support the Pinehurst Community Garden as an important way to encourage healthy plant-based eating in our community.

Sincerely,  
Lisa Wade  
Lilac Ln, Los Gatos, CA 95032.

From: Marvel, Amanda S  
Sent: Sunday, August 15, 2021 7:11 AM  
To: Council <[Council@losgatosca.gov](mailto:Council@losgatosca.gov)>  
Subject: Support for Pinehurst Community Garden

Hello,

I'm writing to express my support for the community garden project. There are so many reasons this should be supported by the city including beautification, togetherness, teaching, and creating a safer environment with increased home values. Most of all it will continue to make a great community even better and bring people together for safe outdoor activities that will strengthen the community.

Please grant the funding to help push this forward.

Thank you!

Amanda Marvel  
Los Gatos, CA

## Graphical Presentation

### Fiscal Year 2021/22 Capital Improvement Program

The following pages provide an alternative look at the Town's Capital Improvement Program. Some key highlights include:

- This document is meant to be used in conjunction with the published budget and may reflect additional information not contained in the budget document, such as future funding needs.
- This is an evolving effort and input to make it more useful is always welcome.

#### **Navigating the Worksheets:**

##### **This Project Addresses:**

- Each project identifies a series of targets and measures the degree to which the project addresses those targets. This can be found in the upper left box on each page.
- The ratings may be subjective and discussion on the ratings may be appropriate.

##### **Project Challenges:**

Many projects have challenges. These are addressed in this box.

##### **Funding Sources:**

An at a glance funding summary. Additional information is available in the published CIP.

##### **Budget Estimate Summary:**

High level look at the design, construction, and total cost of a project.

##### **Funding Status:**

Reflection on the funds in place to deliver the project. Red is low funding, green is high funding.

##### **Schedule (chart):**

Designates the percentage of the project costs for design and construction and a marker for the current status.

##### **Schedule (table):**

Provides target dates for the project.

##### **Comments:**

#### **Data Highlights**

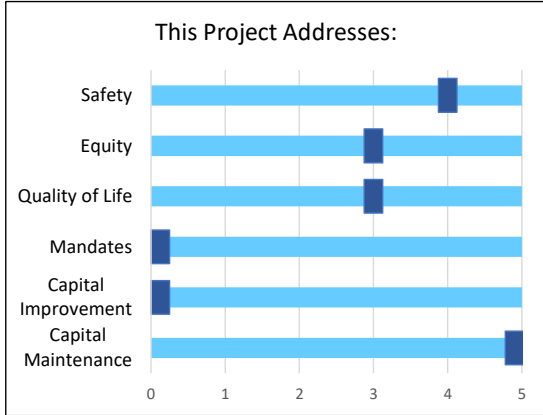
Number of Projects that Address Some Element of:	
Category	Count
Safety	32
Equity	31
Quality of Life	34
Mandates	9
Capital Improvement	34
Capital Maintenance	19

Project Funding Status	# Projects
Red	10
Yellow	2
Green	38

**Project: Annual Street Reconstruction & Resurfacing**

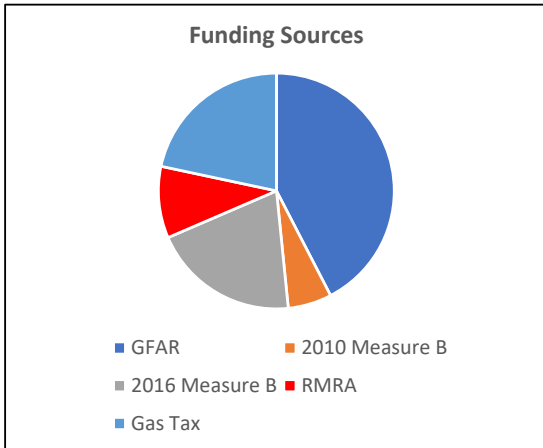
Budget Bk C-6

Description: Pavement repair and repaving project townwide.



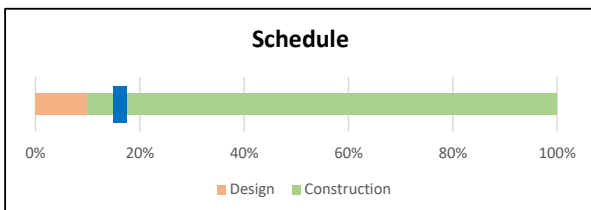
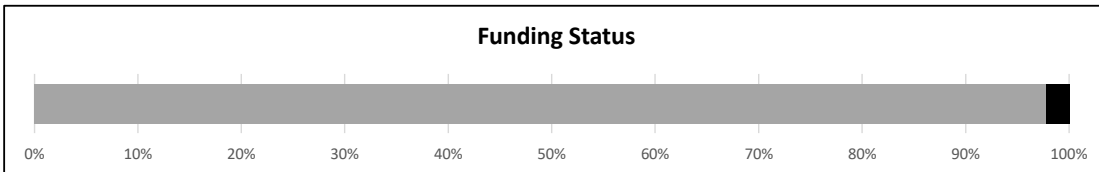
**Project Challenges**

- Demand for pavement contractors affects scheduling/ availability.
- Funding makes increasing Pavement Condition Index (PCI) difficult.



**Budget Estimate Summary**

Design	\$ 100,000
Construction	\$ 6,070,196
<b>TOTAL</b>	<b>\$ 6,170,196</b>



**Schedule**

Start	9/1/2020
Finish Design	8/1/2021
Finish Construction	11/1/2021

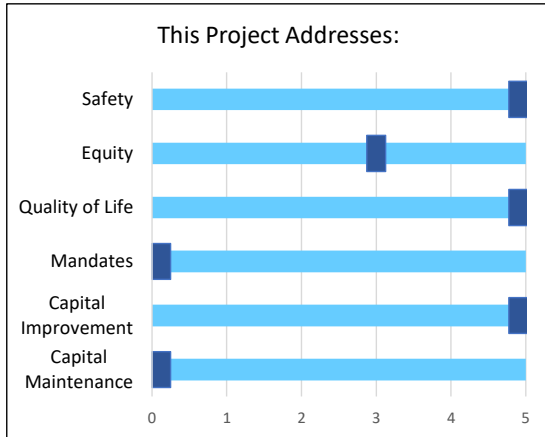
Comments:

Due to project delivery schedule for previous fiscal year, the funding shows two years of funds.

**Project: Traffic Calming**

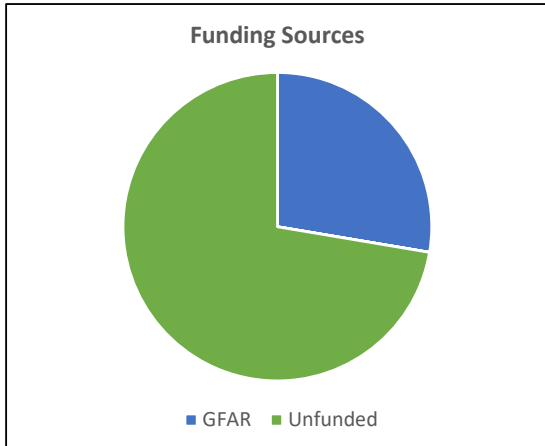
Budget Bk C-12

Description: Work with resident requests for traffic calming solutions.



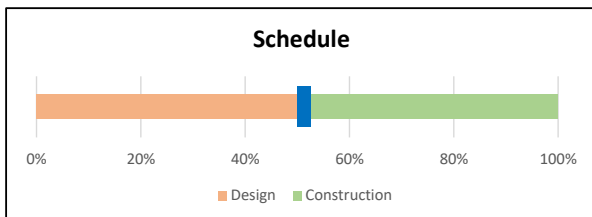
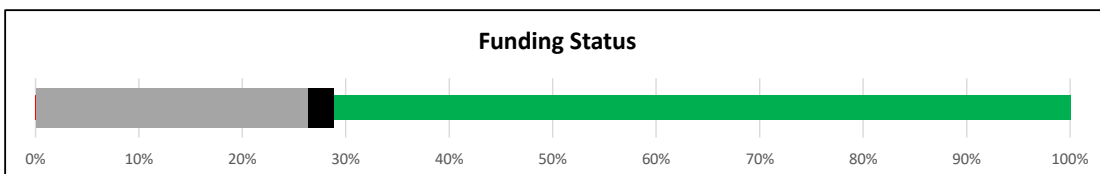
**Project Challenges**

- Funding add of \$10,000 per year does not meet the demand for this program.
- Requires significant staff hours.



**Budget Estimate Summary**

Design	\$ 75,000
Construction	\$ 175,000
<b>TOTAL</b>	<b>\$ 250,000</b>



**Schedule**

Start	9/1/2020
Finish Design	8/1/2021
Finish Construction	11/1/2021

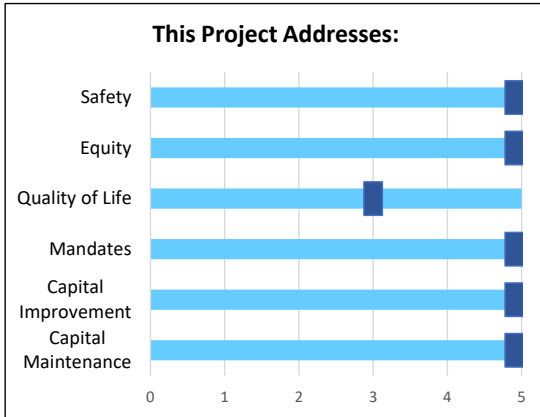
Comments:

Funding assumes \$50,000 per year in anticipated need for 5 year CIP.  
 Often the construction for this project is completed under the annual pavement maintenance project.  
 Community engagement efforts inherent with the project make this a staff resource intensive project.

**Project: Curb, Gutter, & Sidewalk**

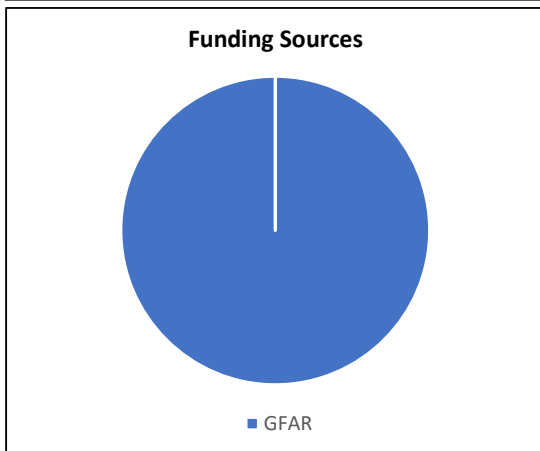
Budget Bk C-14

Description: Concrete repair along roadways.



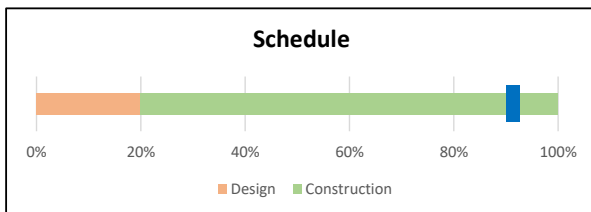
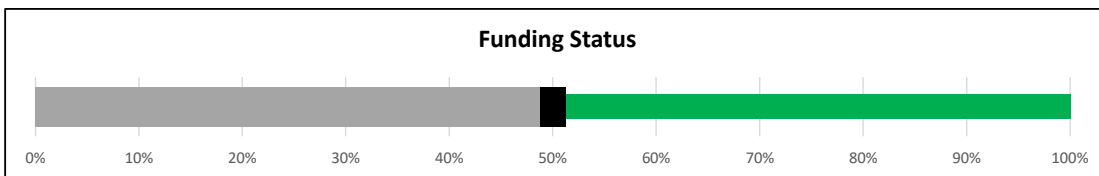
### Project Challenges

- ADA requirements for curb ramps at intersections utilizes almost all of the funds.
- Little funding left over for sidewalk repair of trip hazards.



### Budget Estimate Summary

Design	\$ 100,000
Construction	\$ 608,906
<b>TOTAL</b>	<b>\$ 708,906</b>



### Schedule

Start	9/1/2020
Finish Design	6/1/2021
Finish Construction	8/30/2021

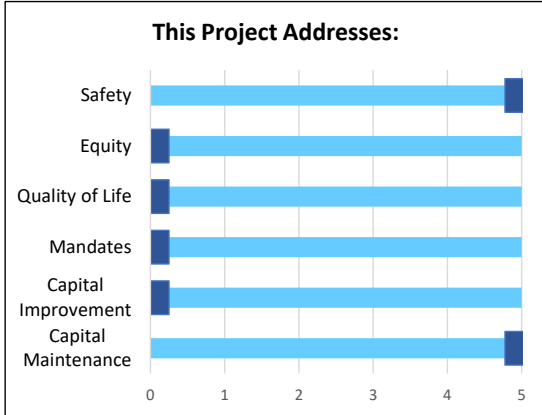
**Comments:** Due to project delivery for previous fiscal year, the funding shows two years of funds. This project must precede pavement maintenance. In progress ADA Transition Plan will identify significant unfunded needs (est. December 2021).



**Project: Retaining Wall Repairs**

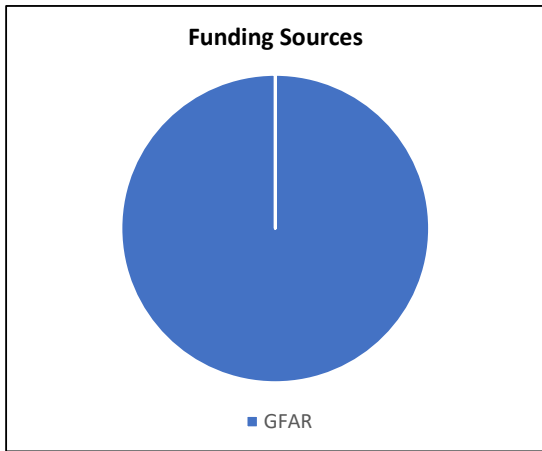
Budget Bk C-16

Description: Repair structurally deficient retaining walls.



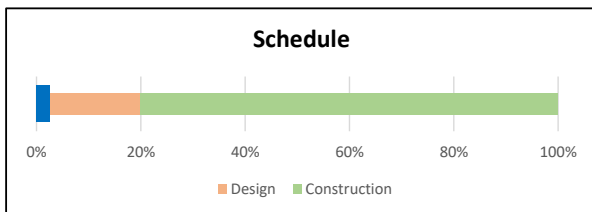
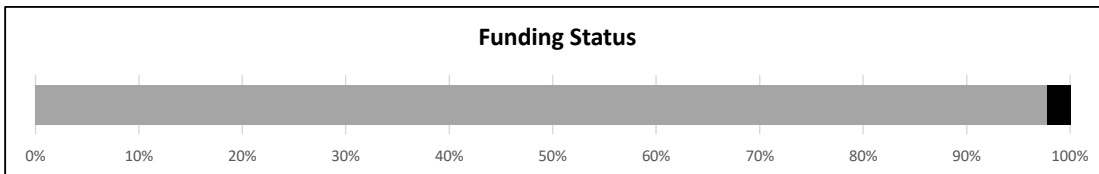
**Project Challenges**

- Comprehensive asset assessment needed.



**Budget Estimate Summary**

Design	\$ 116,314
Construction	\$ 348,941
<b>TOTAL</b>	<b>\$ 465,254</b>



**Schedule**

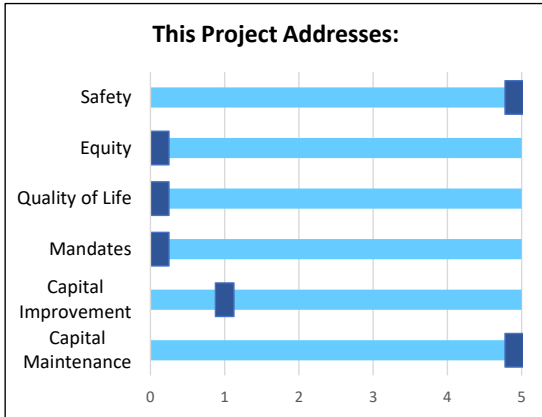
Start	12/1/2021
Finish Design	6/1/2022
Finish Construction	12/1/2022

**Comments:** Typically funded annually at \$100,000. Funding curtailed in FY 2022/23 and FY 2023/24 to balance annual CIP funding.

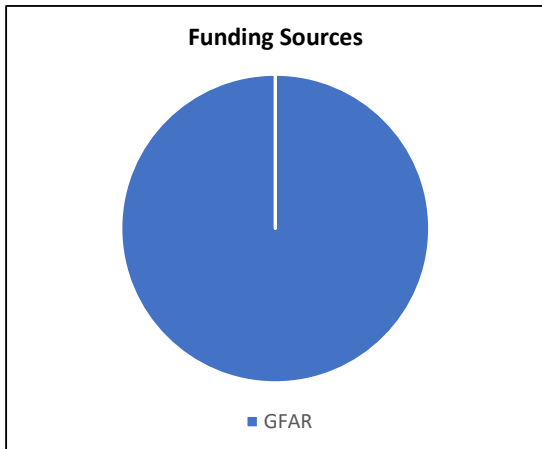
**Project: Annual Street Restriping**

Budget Bk C-18

Description: Restripe Town streets

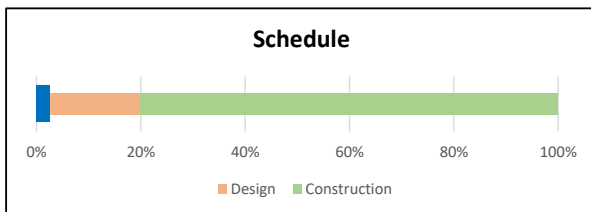
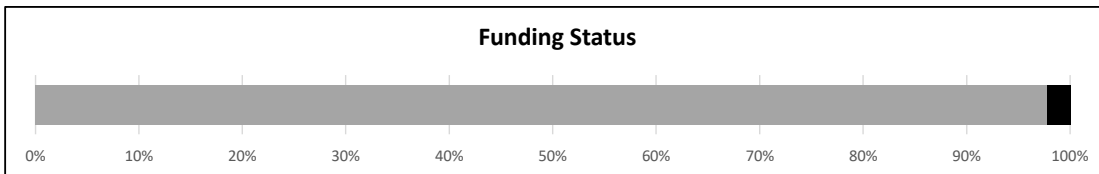


**Project Challenges**



**Budget Estimate Summary**

Design	\$ 48,568
Construction	\$ 145,704
<b>TOTAL</b>	<b>\$ 194,272</b>



**Schedule**

Start	12/1/2021
Finish Design	6/1/2022
Finish Construction	10/1/2022

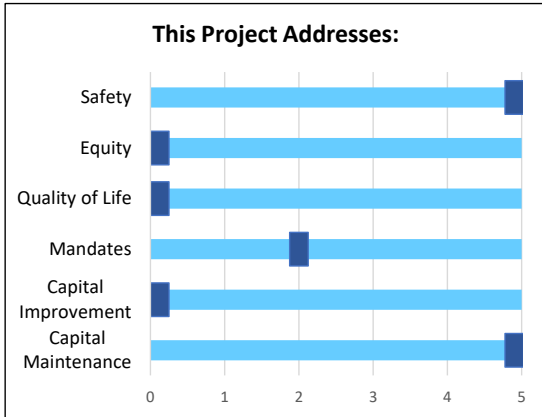
Comments:

Typically funded annually at \$25,000. Project often combined with annual pavement maintenance project.

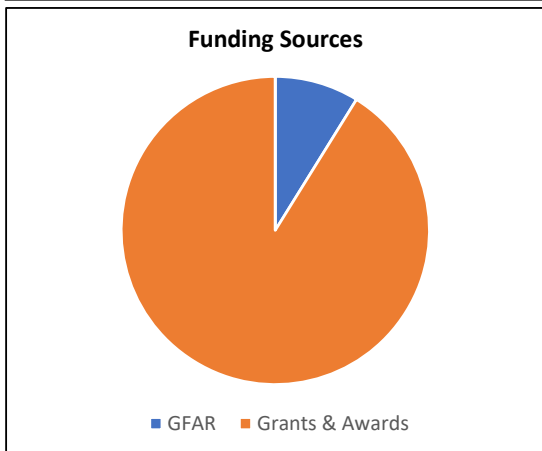
**Project: Guardrail Replacement**

Budget Bk C-20

Description: Replace guardrails throughout Town

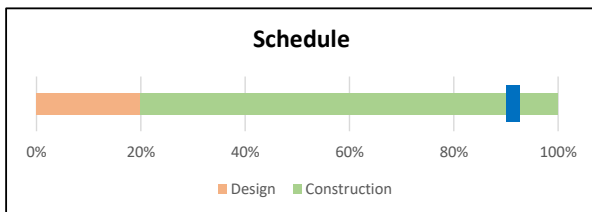
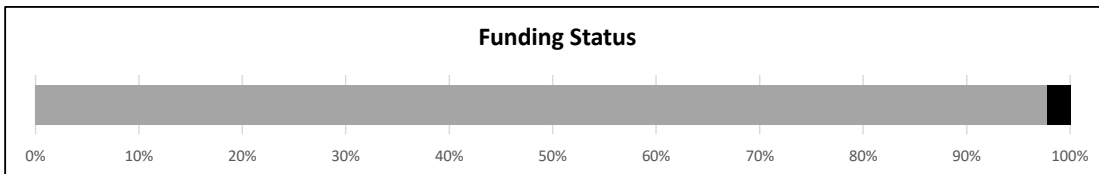


**Project Challenges**



**Budget Estimate Summary**

Design	\$ 262,534
Construction	\$ 787,603
<b>TOTAL</b>	<b>\$ 1,050,137</b>



**Schedule**

Start	9/1/2020
Finish Design	3/1/2021
Finish Construction	9/15/2021

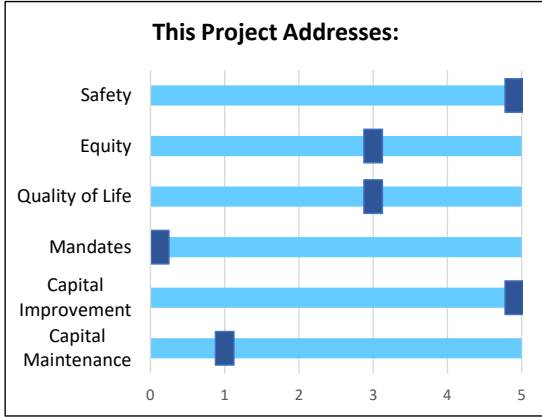
Comments:

HSIP grant funded most of the project. New guardrail current to new Caltrans standards.

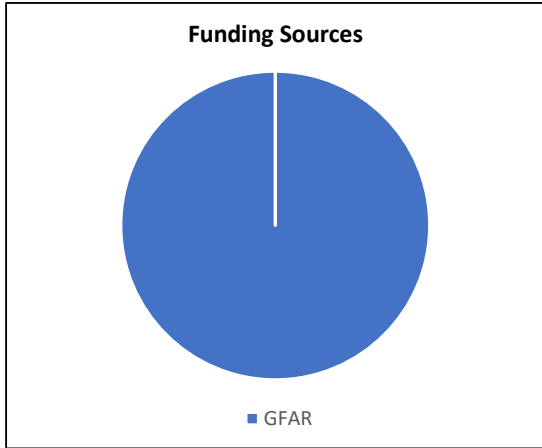
**Project: Massol Intersection Improvements**

Budget Bk C-22

Description: Safety improvements to Massol intersection at Highway 9

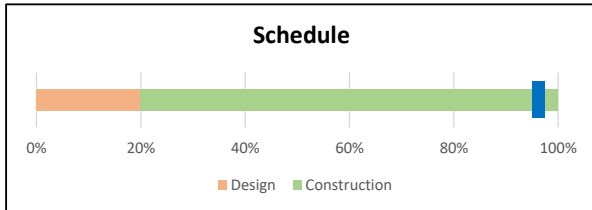
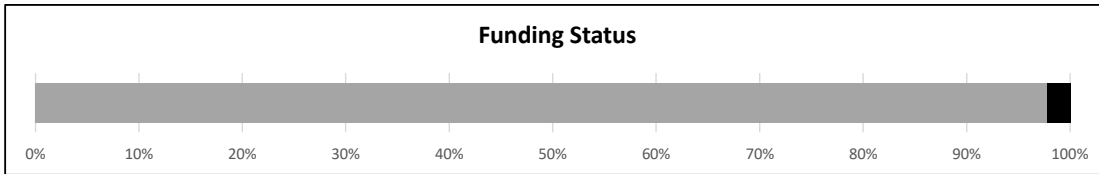


**Project Challenges**



**Budget Estimate Summary**

Design	\$ 126,787
Construction	\$ 380,361
<b>TOTAL</b>	<b>\$ 507,148</b>



**Schedule**

Start	6/1/2020
Finish Design	12/1/2020
Finish Construction	9/15/2021

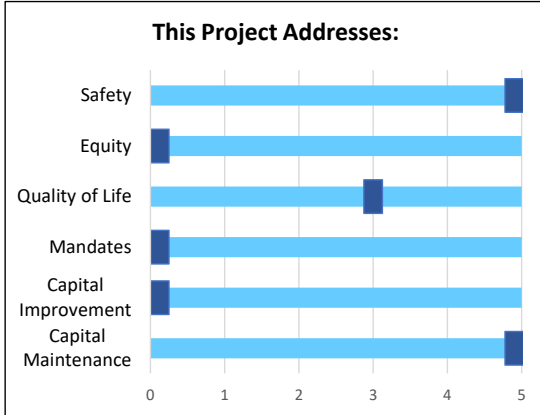
Comments:

Punchlist items remain.

**Project: Shannon Road Repair**

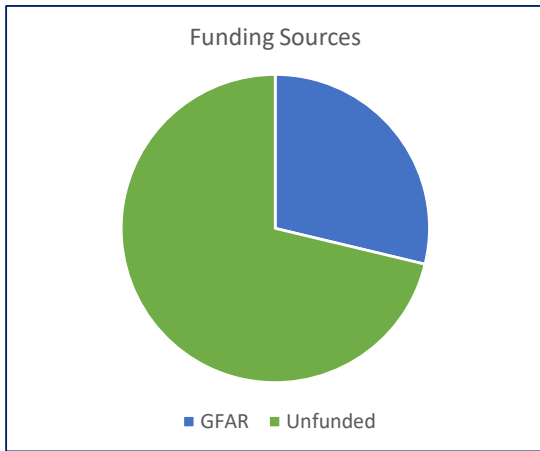
Budget Bk C-24

Description: Repair failing roadway between Santa Rosa and Sky Ln.



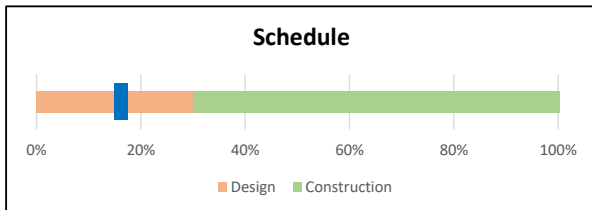
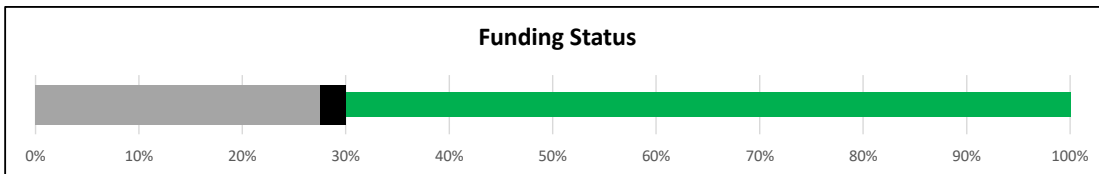
**Project Challenges**

- Funding deficient.
- Existing roadway may be on private property.



**Budget Estimate Summary**

Design	\$ 1,500,000
Construction	\$ 3,500,000
<b>TOTAL</b>	<b>\$ 5,000,000</b>



**Schedule**

Start	6/1/2020
Finish Design	3/1/2022
Finish Construction	12/30/2022

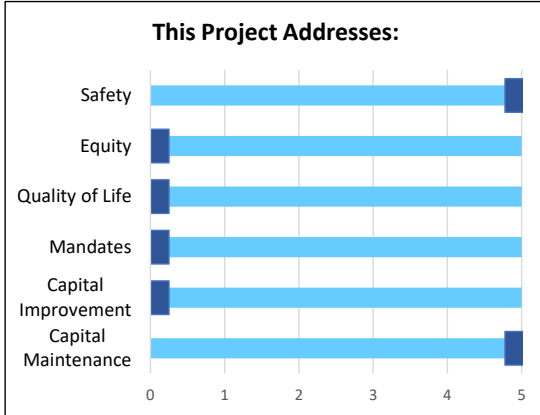
Comments:

Potential future adjacent development project.

**Project: Roadside Fire Fuel Reduction**

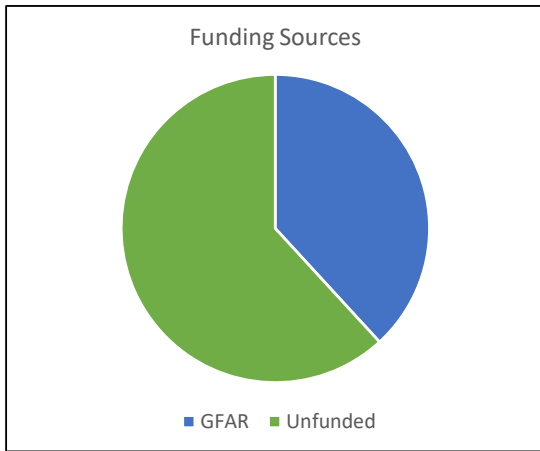
Budget Bk C-26

Description: Reduce fire risk through enhanced roadside maintenance.



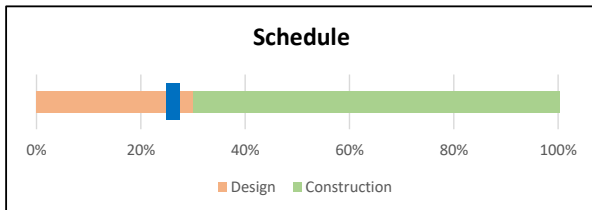
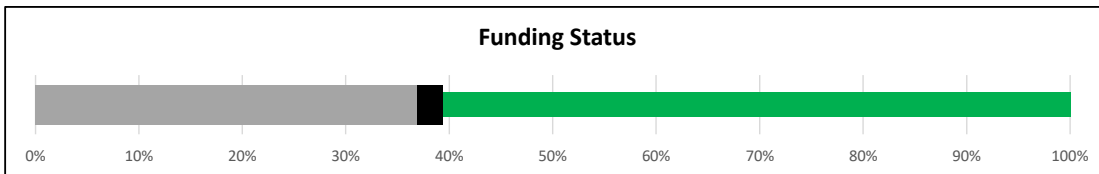
**Project Challenges**

- Funding ask from FEMA needed to continue project.



**Budget Estimate Summary**

Design	\$ 220,000
Construction	\$ 2,400,000
<b>TOTAL</b>	<b>\$ 2,620,000</b>



**Schedule**

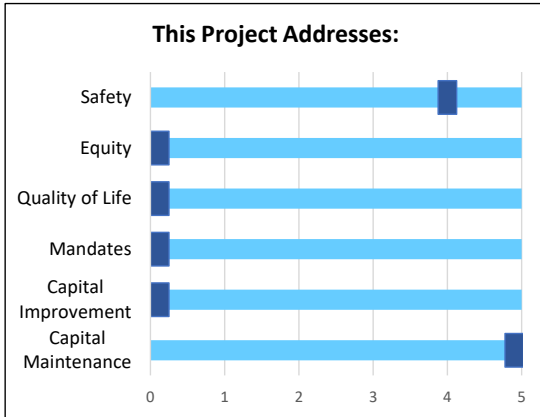
Start	1/1/2020
Finish Design	10/1/2020
Finish Construction	12/30/2023

**Comments:** Phase one project completed in December 2020 utilizing GFAR funds. Vegetation management plan submitted to FEMA for potential future funding.

**Project: Parking Lot 4 Repair & Waterproofing**

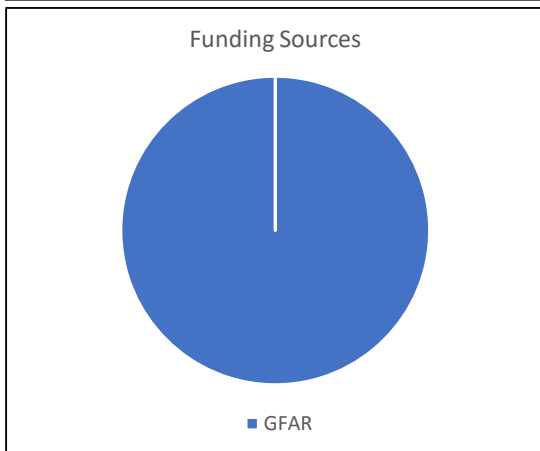
Budget Bk C-28

Description: Concrete repair and waterproofing.



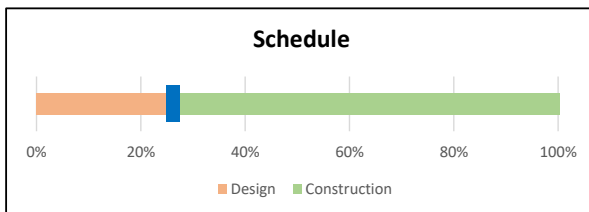
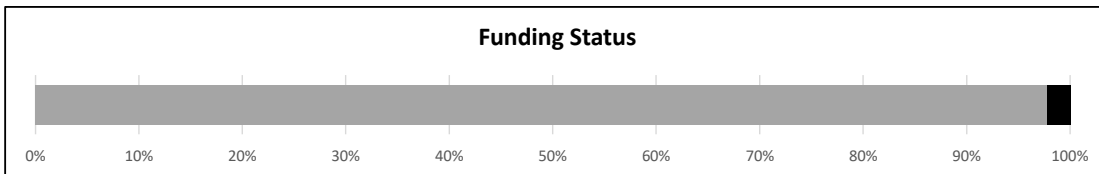
**Project Challenges**

- Difficult finding contractors interested in the work.



**Budget Estimate Summary**

Design	\$ 220,000
Construction	\$ 30,000
<b>TOTAL</b>	<b>\$ 250,000</b>



**Schedule**

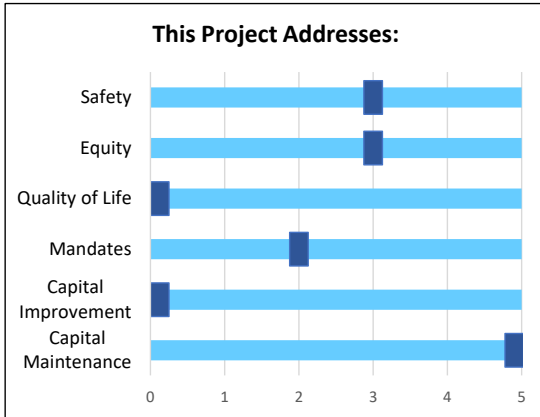
Start	1/1/2021
Finish Design	10/1/2021
Finish Construction	5/1/2022

Comments:

**Project: Downtown Parking Lot Sealcoat & Restripe**

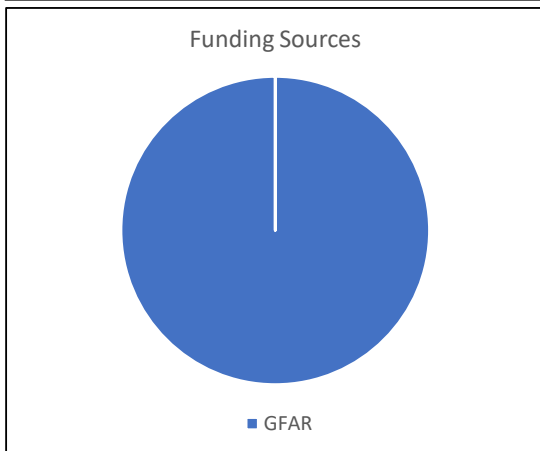
Budget Bk C-34

Description: Seal coat of parking lots



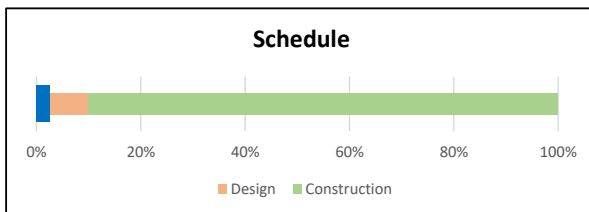
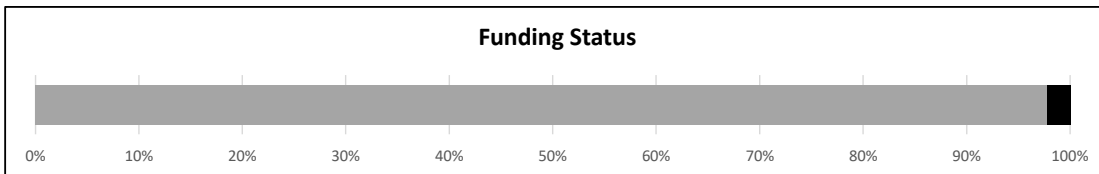
**Project Challenges**

- Difficult finding contractors interested in the work.



**Budget Estimate Summary**

Design	\$	5,259
Construction	\$	47,327
<b>TOTAL</b>	<b>\$</b>	<b>52,585</b>



**Schedule**

Start	11/1/2021
Finish Design	5/1/2022
Finish Construction	9/1/2022

Comments:

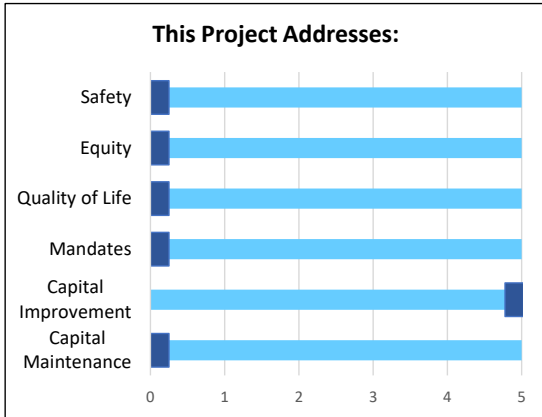
ADA Transition plan will identify striping needs.



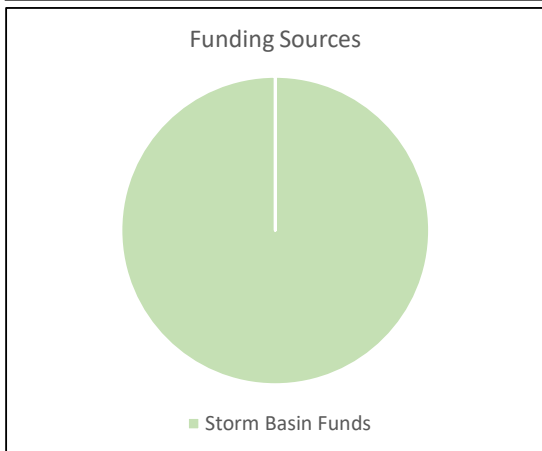
**Project: Hernandez Ave Storm Drain Improvements**

Budget Bk C-36

Description: Underground storm drain.

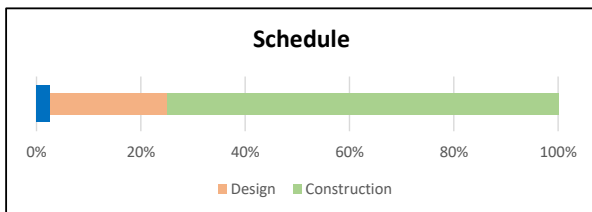
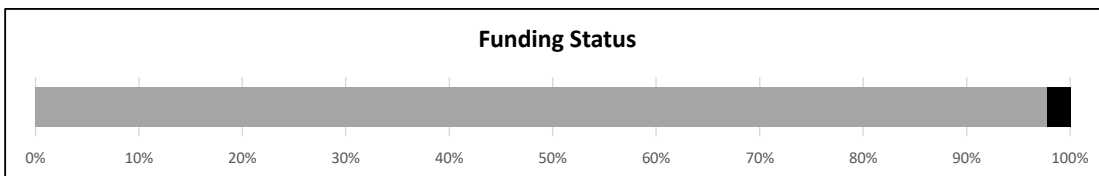


### Project Challenges



### Budget Estimate Summary

Design	\$	13,000
Construction	\$	52,000
<b>TOTAL</b>	<b>\$</b>	<b>65,000</b>



### Schedule

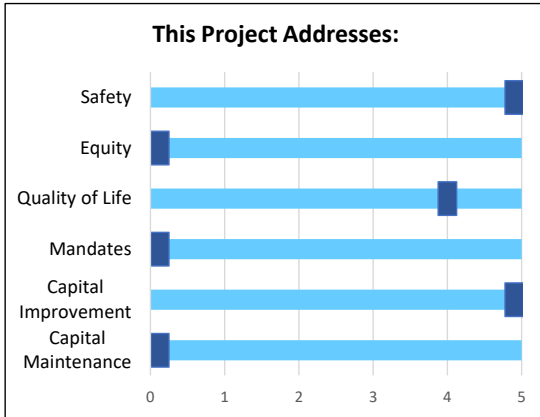
Start	10/1/2024
Finish Design	10/1/2025
Finish Construction	6/1/2026

Comments:

**Project: Shannon Road Ped and Bike Improvements**

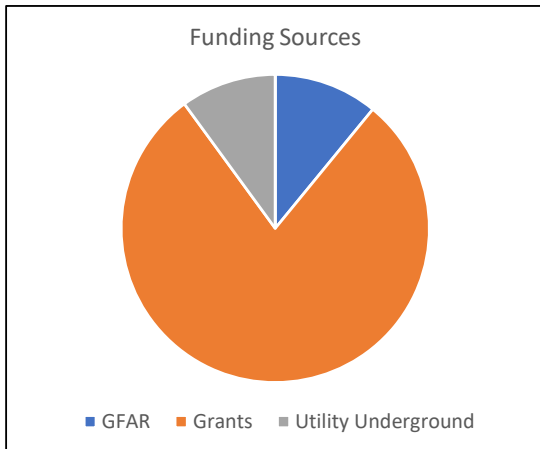
Budget Bk C-38

Description: Improvements on Shannon between Los Gatos Boulevard and Cherry Blossom



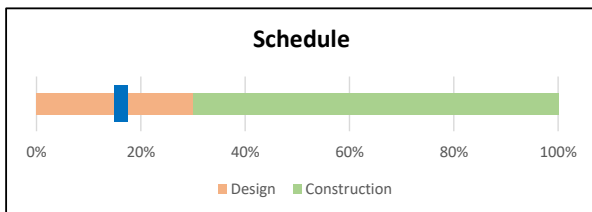
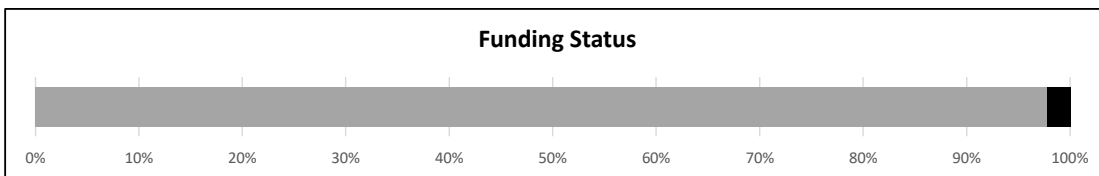
**Project Challenges**

- Constrained right of way.



**Budget Estimate Summary**

Design	\$ 356,791
Construction	\$ 832,513
<b>TOTAL</b>	<b>\$ 1,189,304</b>



**Schedule**

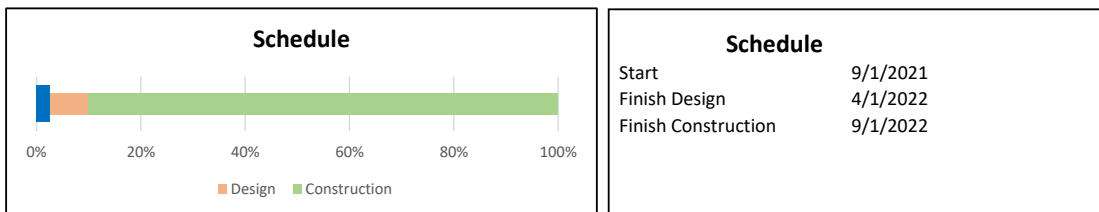
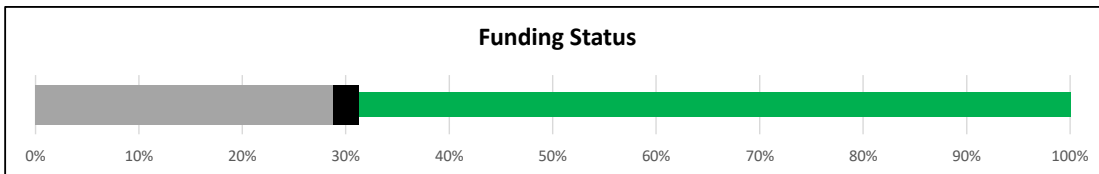
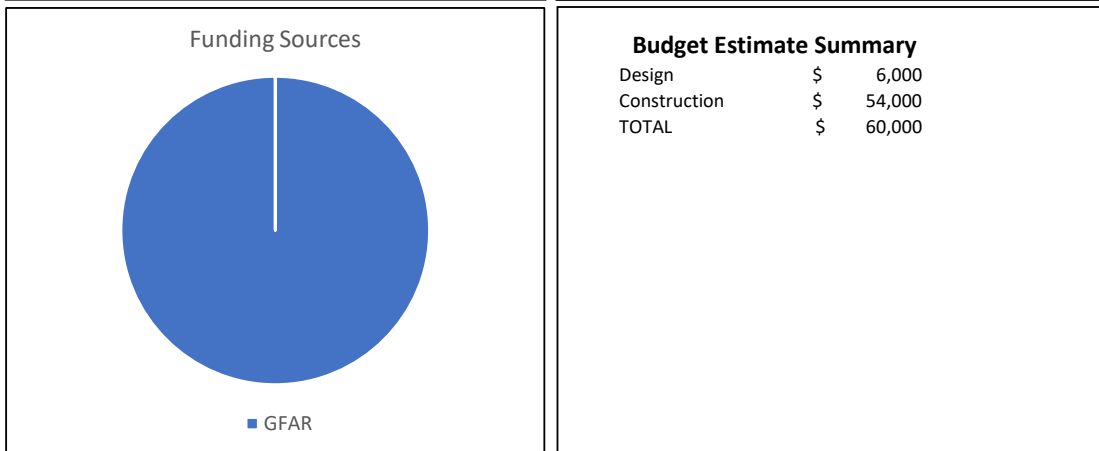
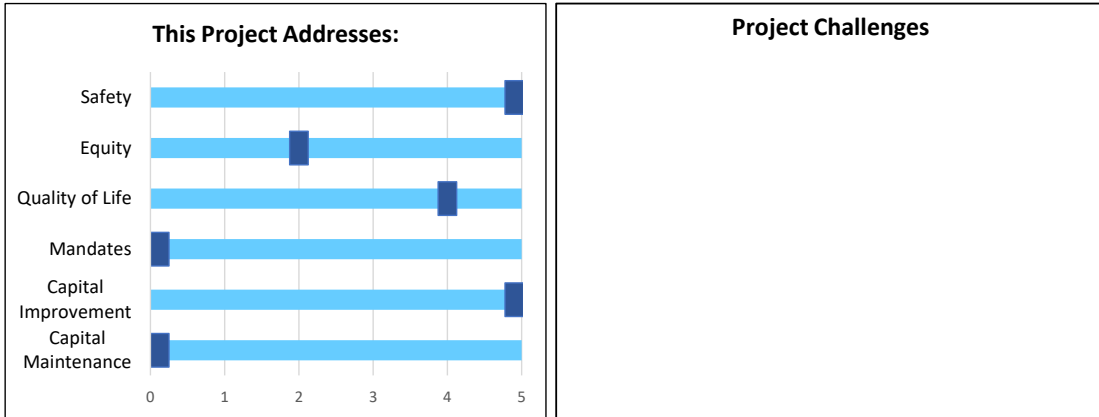
Start	3/1/2021
Finish Design	9/1/2022
Finish Construction	9/1/2023

Comments:

**Project: Sidewalk Improvements - Multiple Locations**

Budget Bk C-40

Description: Focus on infill sidewalk needs.

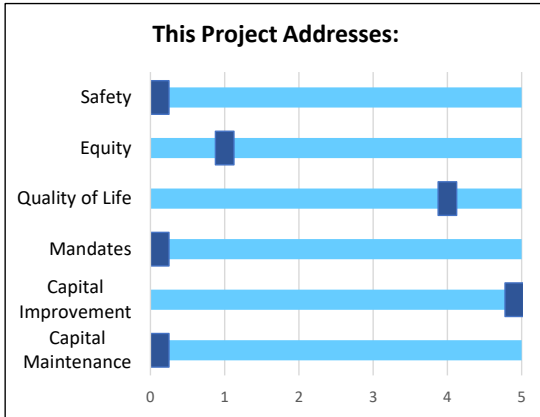


Comments:

**Project: Utility Undergrounding**

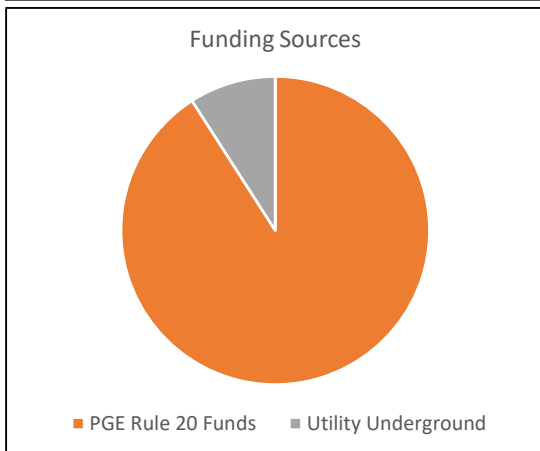
Budget Bk C-42

Description: Underground utilities along Los Gatos Boulevard south of Lark to Chirco.



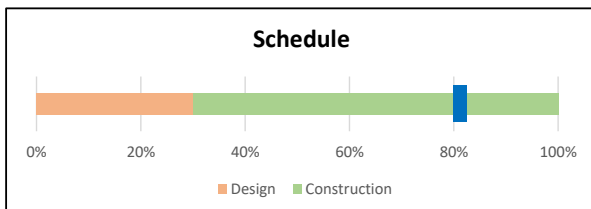
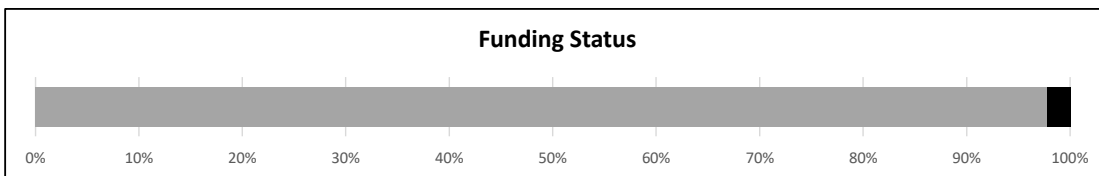
**Project Challenges**

- PG&E run and managed.



**Budget Estimate Summary**

Design	\$ 990,000
Construction	\$ 2,310,000
<b>TOTAL</b>	<b>\$ 3,300,000</b>



**Schedule**

Start	10/1/2020
Finish Design	1/1/2021
Finish Construction	12/30/2021

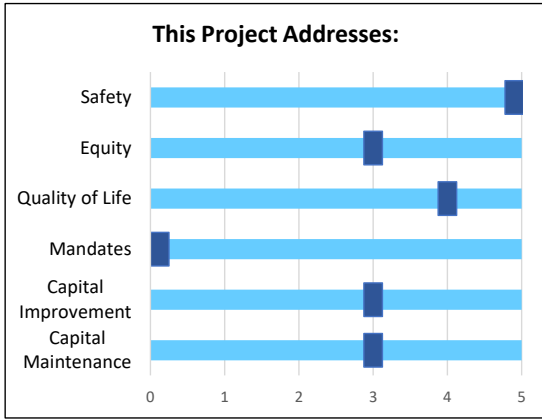
Comments:

A change in the Rule 20 program means this is the last undergrounding opportunity with that program.

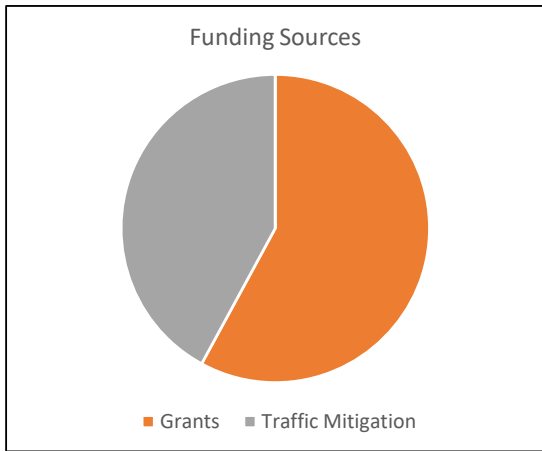
**Project: Traffic Signal Modernization**

Budget Bk C-44

Description: Upgrade traffic signal controls.

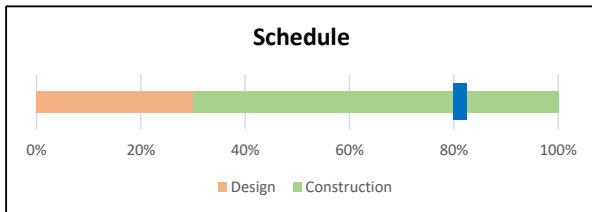
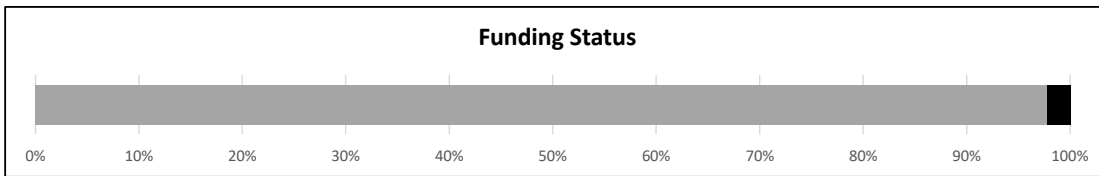


**Project Challenges**



**Budget Estimate Summary**

Design	\$ 786,885
Construction	\$ 1,836,066
<b>TOTAL</b>	<b>\$ 2,622,951</b>



**Schedule**

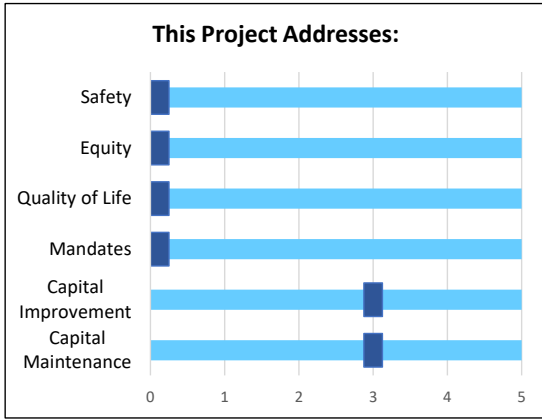
Start	6/1/2018
Finish Design	3/1/2021
Finish Construction	12/30/2021

Comments:

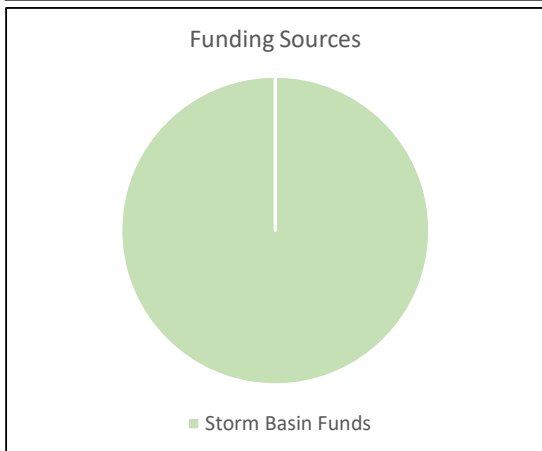
**Project: Bicknell Road Storm Drain Improvements**

Budget Bk C-46

Description: Replace and upgrade storm drain.

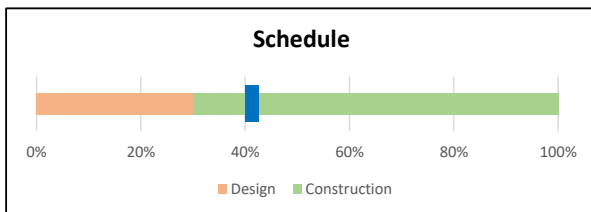
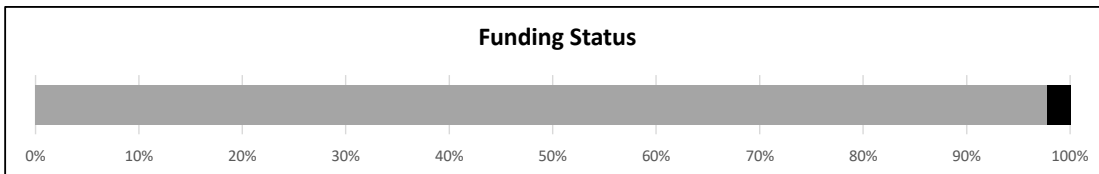


**Project Challenges**



**Budget Estimate Summary**

Design	\$ 73,857
Construction	\$ 172,333
<b>TOTAL</b>	<b>\$ 246,190</b>



**Schedule**

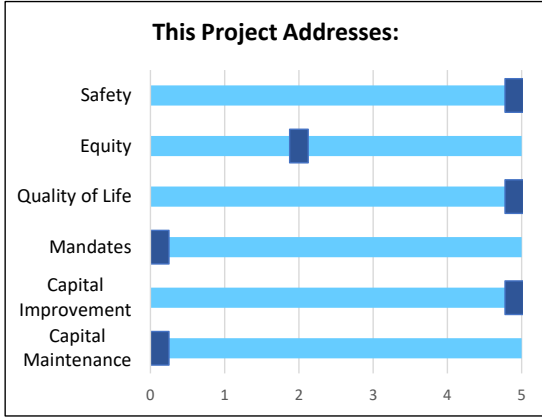
Start	9/1/2019
Finish Design	3/1/2021
Finish Construction	11/1/2021

Comments:

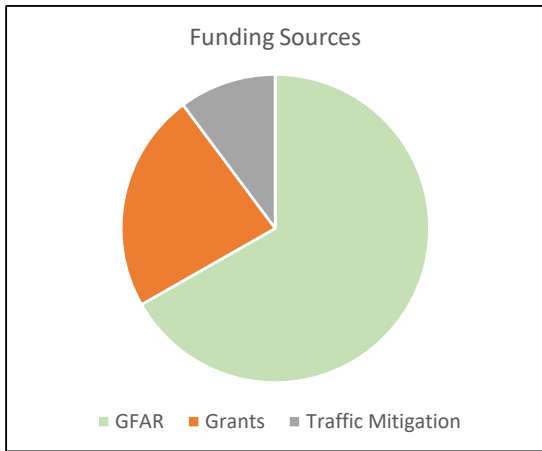
**Project: Bike and Ped improvements**

Budget Bk C-48

Description: Enhance bike and ped safety throughout Town.

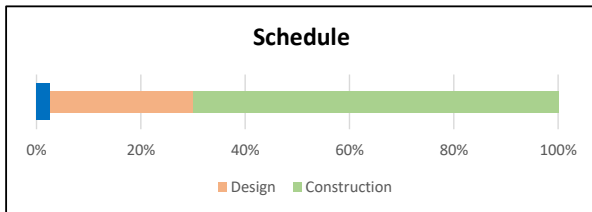
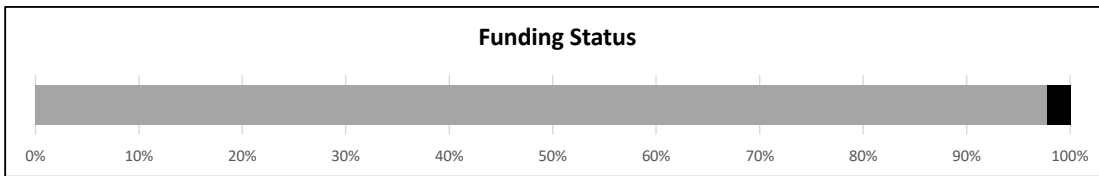


**Project Challenges**



**Budget Estimate Summary**

Design	\$ 220,178
Construction	\$ 513,749
<b>TOTAL</b>	<b>\$ 733,927</b>



**Schedule**

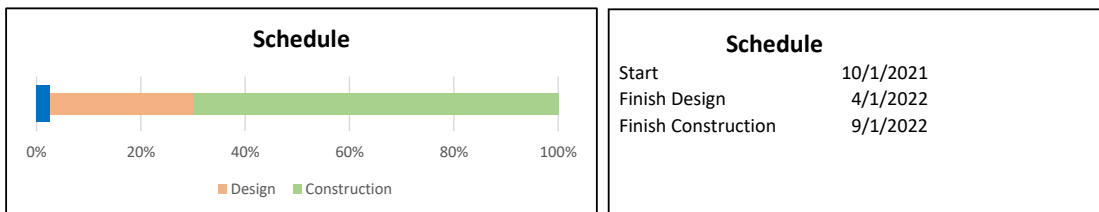
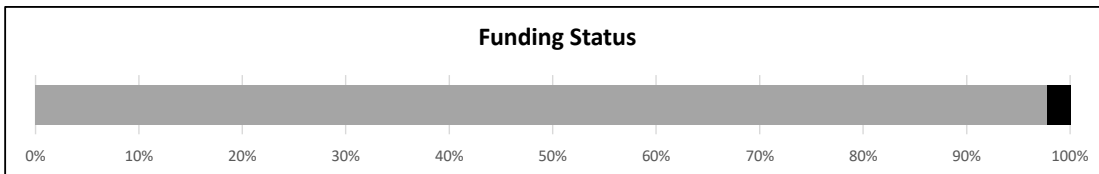
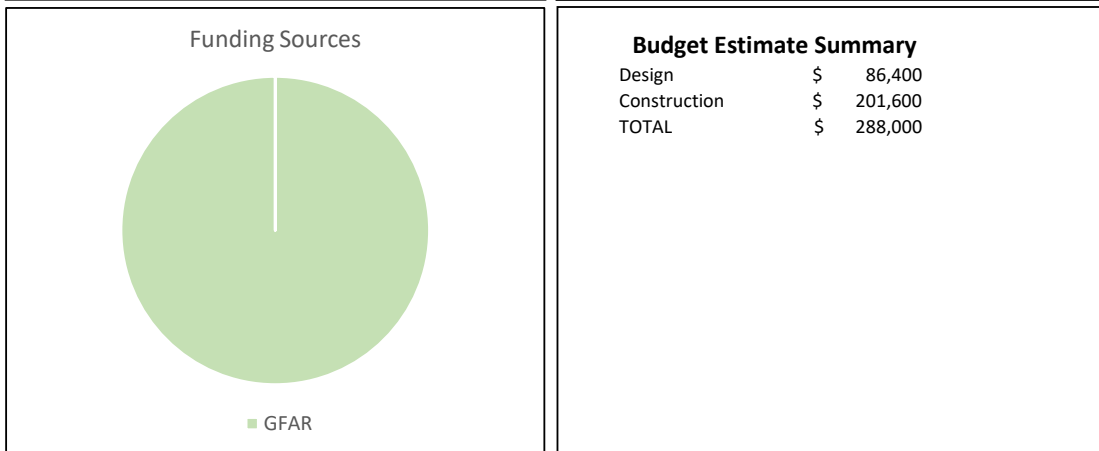
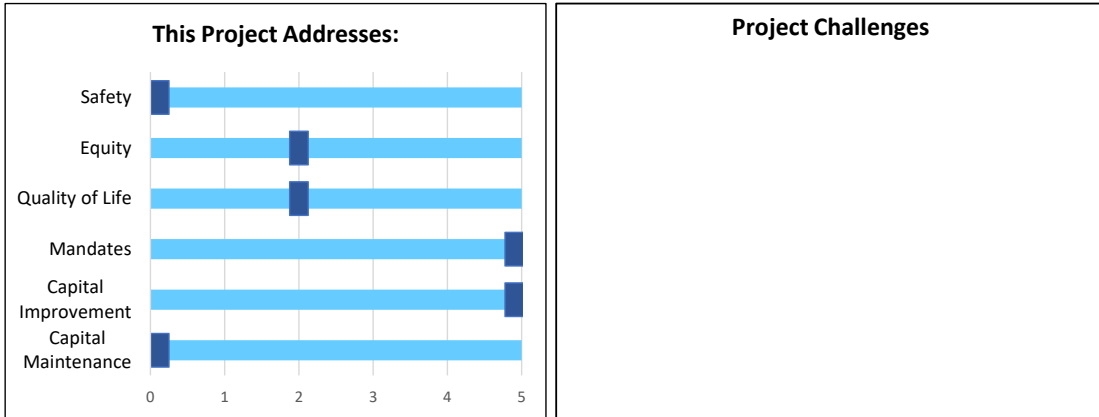
Start	6/1/2021
Finish Design	9/1/2021
Finish Construction	5/1/2022

Comments:

**Project: Stormwater- Pollution Prevention Compliance**

Budget Bk C-50

Description: Install projects that support compliance with the State issued regional stormwater permit.



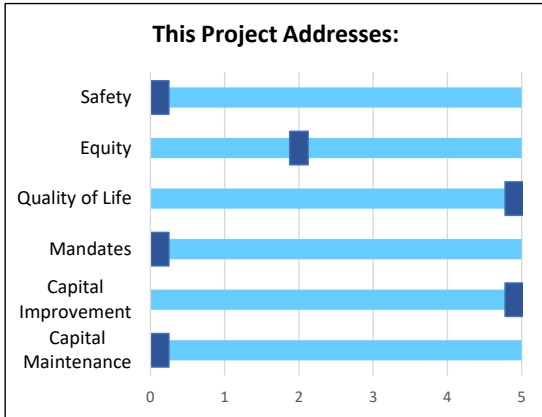
Comments:



**Project: Parking Program Implementation**

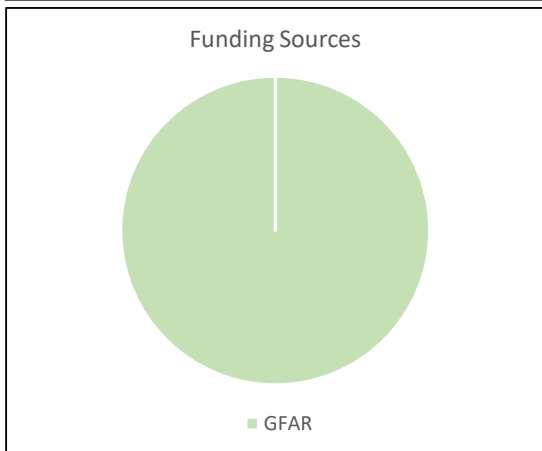
Budget Bk C-52

Description: Phased implementation of the Downtown Parking Roadmap.



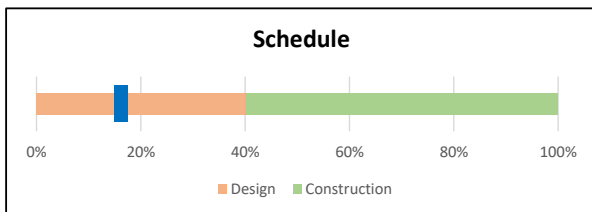
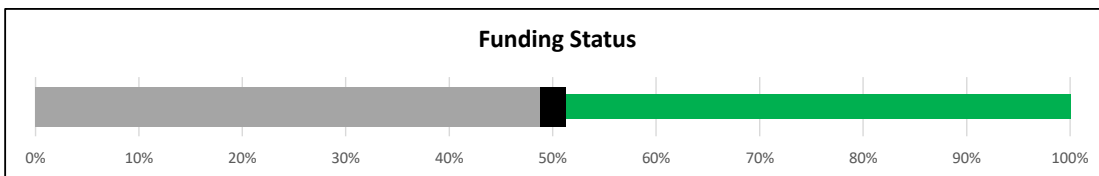
**Project Challenges**

- Funding insufficient for necessary scope. Phasing project will allow for continued progress.



**Budget Estimate Summary**

Design	\$	99,250
Construction	\$	99,250
<b>TOTAL</b>	<b>\$</b>	<b>198,500</b>



**Schedule**

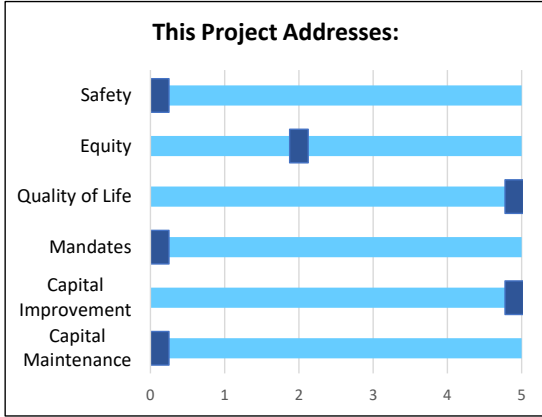
Start	3/1/2021
Finish Design	9/1/2021
Finish Construction	6/30/2022

Comments:

**Project: Annual Storm Drain Improvement**

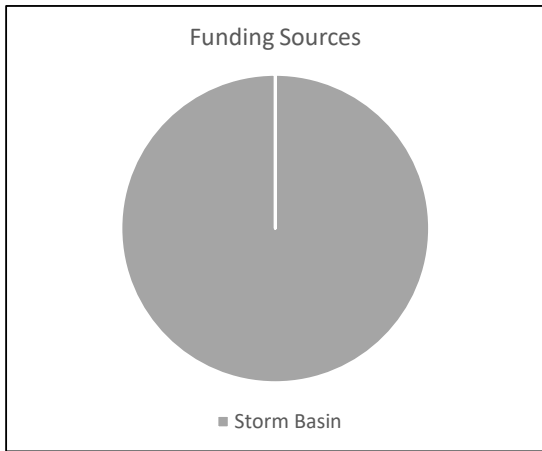
Budget Bk C-54

Description: Install infill storm systems.



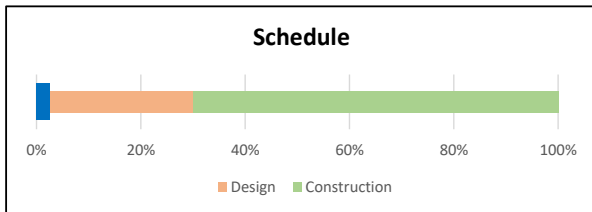
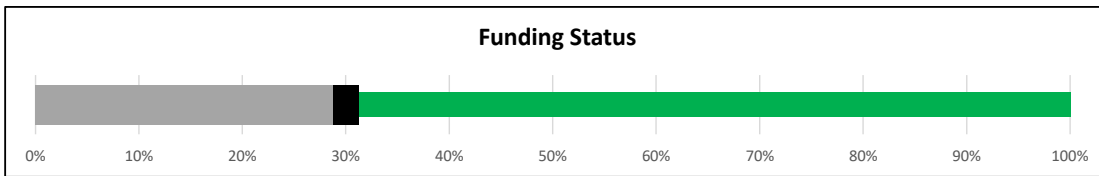
**Project Challenges**

- Funding allows for incremental projects to address some of the need.



**Budget Estimate Summary**

Design	\$ 189,000
Construction	\$ 441,000
<b>TOTAL</b>	<b>\$ 630,000</b>



**Schedule**

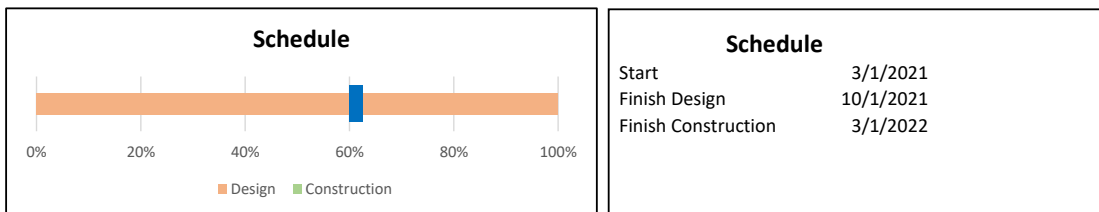
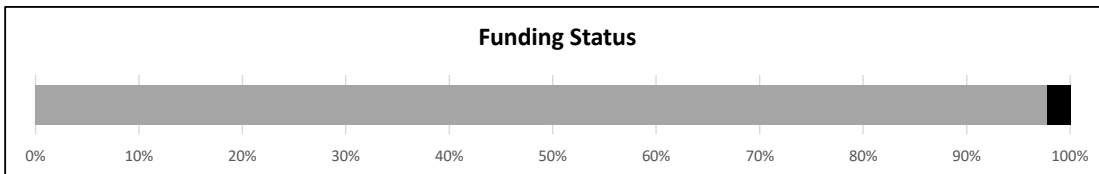
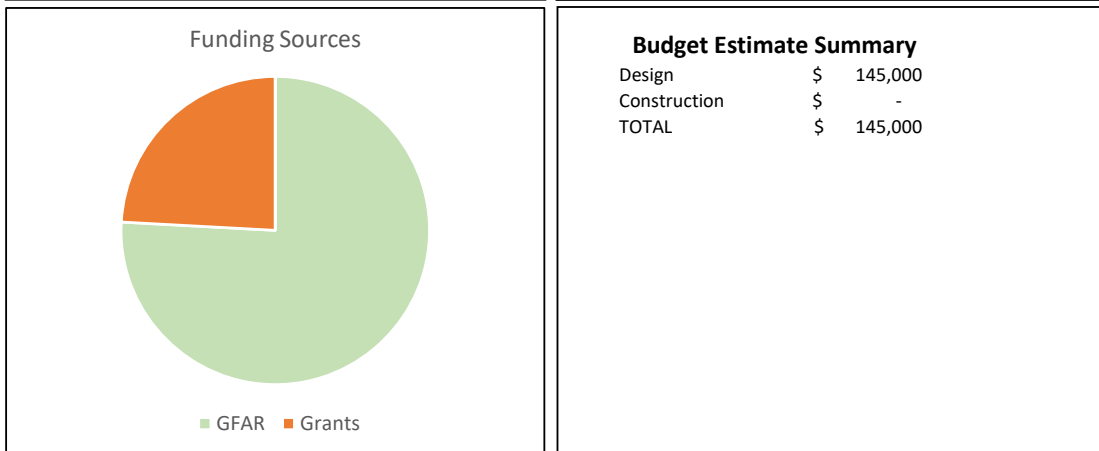
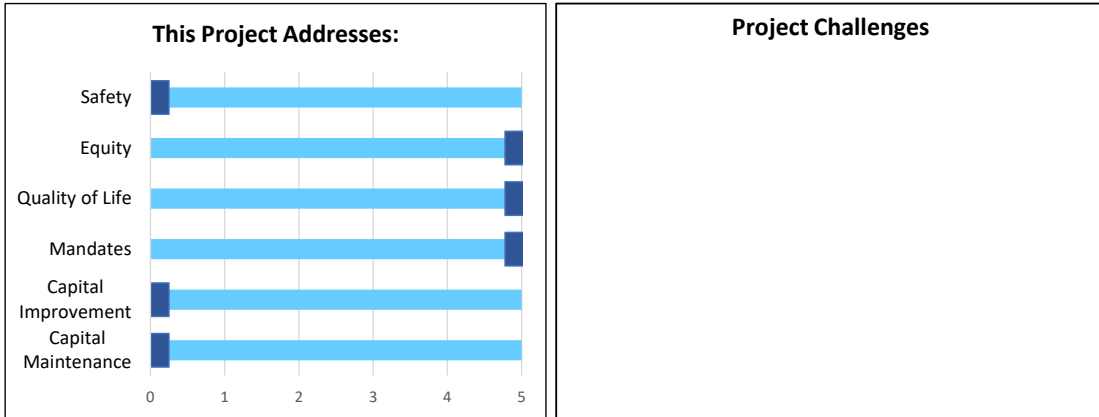
Start	1/1/2022
Finish Design	6/1/2022
Finish Construction	10/1/2022

Comments:

**Project: ADA Transition Plan**

Budget Bk C-56

Description: Update ADA Transition Plan

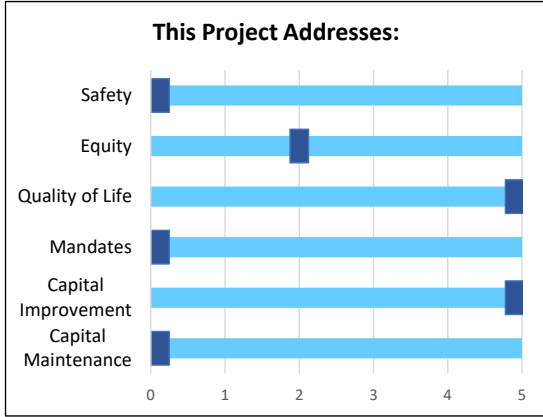


<p>Comments:</p>	<p>This project will identify significant deficiencies Townwide. Future funding will be required for capital projects to address the deficiencies.</p>
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**Project: Highway 17/9 Interchange Design**

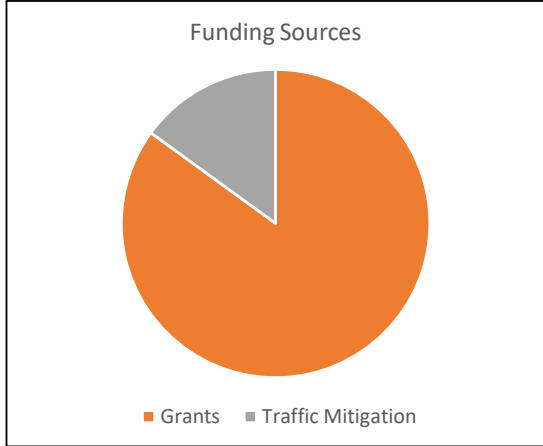
Budget Bk C-58

Description: Interchange modernization and mainline improvements.



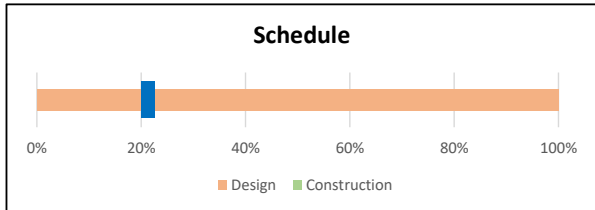
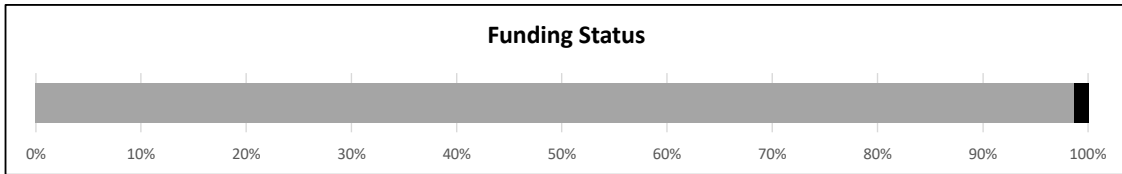
**Project Challenges**

- Funding for construction not yet identified.
- Assumes 2016 Measure B for PS&E phase of design.
- Project led by VTA and Caltrans.



**Budget Estimate Summary**

Design	\$	4,000,000
Construction	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>4,000,000</b>



**Schedule**

Start	3/1/2020
Finish Design	6/1/2025
Finish Construction	12/1/2027

Comments:

The Town has committed to \$600,000 for project design as a 10% match as required by 2016 Measure B. VTA is the lead for the project and all project funds will be held by VTA. The Town will need to work with VTA to source additional funds for future project phases. Construction in excess of \$90M.

**Project: Downtown Streetscape & Econ Recovery**

Budget Bk C-60

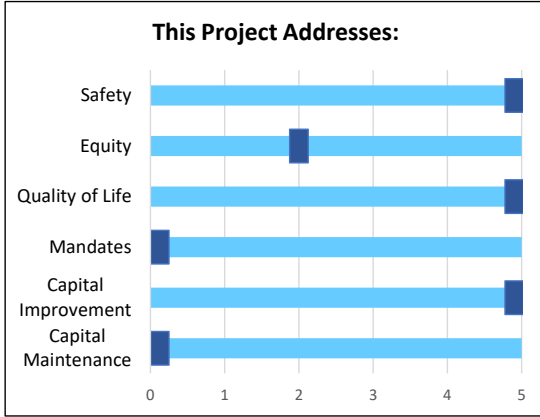
Description: Economic recovery from COVID-19 as a repurpose of funds for Downtown streetscape.

<p style="text-align: center;"><b>This Project Addresses:</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>Category</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Safety</td> <td>5</td> </tr> <tr> <td>Equity</td> <td>5</td> </tr> <tr> <td>Quality of Life</td> <td>5</td> </tr> <tr> <td>Mandates</td> <td>5</td> </tr> <tr> <td>Capital Improvement</td> <td>5</td> </tr> <tr> <td>Capital Maintenance</td> <td>5</td> </tr> </tbody> </table>	Category	Score	Safety	5	Equity	5	Quality of Life	5	Mandates	5	Capital Improvement	5	Capital Maintenance	5	<p style="text-align: center;"><b>Project Challenges</b></p> <ul style="list-style-type: none"> <li>No funding source for future project phases.</li> </ul>
Category	Score														
Safety	5														
Equity	5														
Quality of Life	5														
Mandates	5														
Capital Improvement	5														
Capital Maintenance	5														
<p style="text-align: center;"><b>Funding Sources</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>Source</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>GFAR</td> <td>~15%</td> </tr> <tr> <td>Unfunded</td> <td>~85%</td> </tr> </tbody> </table>	Source	Percentage	GFAR	~15%	Unfunded	~85%	<p style="text-align: center;"><b>Budget Estimate Summary</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>Design</td> <td style="text-align: right;">\$ 3,900,000</td> </tr> <tr> <td>Construction</td> <td style="text-align: right;">\$ 9,100,000</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$ 13,000,000</b></td> </tr> </tbody> </table>	Design	\$ 3,900,000	Construction	\$ 9,100,000	<b>TOTAL</b>	<b>\$ 13,000,000</b>		
Source	Percentage														
GFAR	~15%														
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<b>TOTAL</b>	<b>\$ 13,000,000</b>														
<p><b>Funding Status</b></p>															
<p style="text-align: center;"><b>Schedule</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>Phase</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Design</td> <td>~25%</td> </tr> <tr> <td>Construction</td> <td>~75%</td> </tr> </tbody> </table>	Phase	Percentage	Design	~25%	Construction	~75%	<p style="text-align: center;"><b>Schedule</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>Start</td> <td style="text-align: right;">3/1/2021</td> </tr> <tr> <td>Finish Design</td> <td style="text-align: right;">9/1/2021</td> </tr> <tr> <td>Finish Construction</td> <td style="text-align: right;">12/31/2022</td> </tr> </tbody> </table>	Start	3/1/2021	Finish Design	9/1/2021	Finish Construction	12/31/2022		
Phase	Percentage														
Design	~25%														
Construction	~75%														
Start	3/1/2021														
Finish Design	9/1/2021														
Finish Construction	12/31/2022														
<p>Comments:</p>	<p>Current project schedule reflects economic recovery project.</p> <p>Estimated cost for downtown streetscape project at \$11M. Original \$2M set aside repurposed for economic recovery. Consider seven plus years for streetscape project to allow for additional project funding, design, stakeholder engagement, etc. With funding available, would start streetscape discussion in 2023, allowing for temp parklets to construct and economic recovery to occur.</p>														

**Project: East Main Street Speed Table**

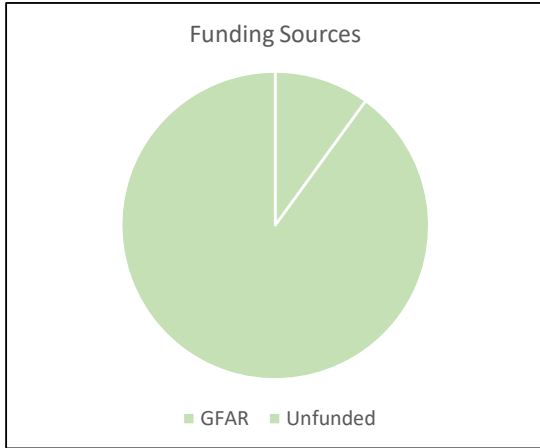
Budget Bk C-62

Description: Create speed tables at crosswalks for traffic calming.



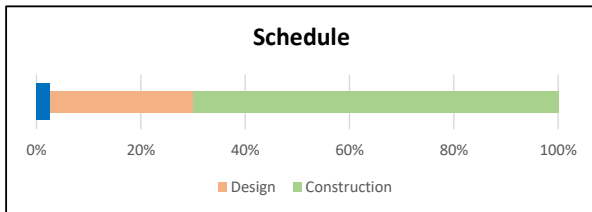
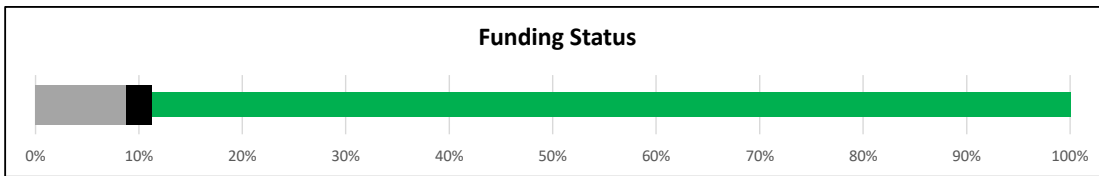
**Project Challenges**

- Need grant funding for most of the project.



**Budget Estimate Summary**

Design	\$	45,000
Construction	\$	105,000
<b>TOTAL</b>	<b>\$</b>	<b>150,000</b>



**Schedule**

Start	4/1/2022
Finish Design	10/1/2022
Finish Construction	12/31/2022

Comments:

This project is a good candidate for grant funding due to its proximity to the High School.

**Project: Local Roadway Safety Plan**

Budget Bk C-64

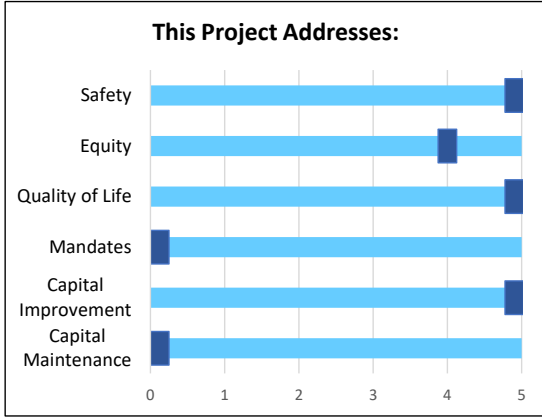
Description: Develop a plan for safety improvements on local roads.

<p style="text-align: center;"><b>This Project Addresses:</b></p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>Category</th> <th>Rating</th> </tr> </thead> <tbody> <tr> <td>Safety</td> <td>5</td> </tr> <tr> <td>Equity</td> <td>5</td> </tr> <tr> <td>Quality of Life</td> <td>5</td> </tr> <tr> <td>Mandates</td> <td>1</td> </tr> <tr> <td>Capital Improvement</td> <td>1</td> </tr> <tr> <td>Capital Maintenance</td> <td>1</td> </tr> </tbody> </table>	Category	Rating	Safety	5	Equity	5	Quality of Life	5	Mandates	1	Capital Improvement	1	Capital Maintenance	1	<p style="text-align: center;"><b>Project Challenges</b></p>
Category	Rating														
Safety	5														
Equity	5														
Quality of Life	5														
Mandates	1														
Capital Improvement	1														
Capital Maintenance	1														
<p style="text-align: center;"><b>Funding Sources</b></p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>Source</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Grants</td> <td>75%</td> </tr> <tr> <td>GFAR</td> <td>25%</td> </tr> </tbody> </table>	Source	Percentage	Grants	75%	GFAR	25%	<p style="text-align: center;"><b>Budget Estimate Summary</b></p> <table border="1" style="width: 100%; margin-top: 10px;"> <tbody> <tr> <td>Design</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>Construction</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$ 100,000</b></td> </tr> </tbody> </table>	Design	\$ 100,000	Construction	\$ -	<b>TOTAL</b>	<b>\$ 100,000</b>		
Source	Percentage														
Grants	75%														
GFAR	25%														
Design	\$ 100,000														
Construction	\$ -														
<b>TOTAL</b>	<b>\$ 100,000</b>														
<p><b>Funding Status</b></p>															
<p style="text-align: center;"><b>Schedule</b></p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>Phase</th> <th>Progress</th> </tr> </thead> <tbody> <tr> <td>Design</td> <td>100%</td> </tr> <tr> <td>Construction</td> <td>80%</td> </tr> </tbody> </table>	Phase	Progress	Design	100%	Construction	80%	<p style="text-align: center;"><b>Schedule</b></p> <table border="1" style="width: 100%; margin-top: 10px;"> <tbody> <tr> <td>Start</td> <td style="text-align: right;">1/1/2021</td> </tr> <tr> <td>Finish Design</td> <td style="text-align: right;">11/30/2021</td> </tr> <tr> <td>Finish Construction</td> <td style="text-align: right;">n/a</td> </tr> </tbody> </table>	Start	1/1/2021	Finish Design	11/30/2021	Finish Construction	n/a		
Phase	Progress														
Design	100%														
Construction	80%														
Start	1/1/2021														
Finish Design	11/30/2021														
Finish Construction	n/a														
<p>Comments:</p>	<p>This project will identify and prioritize a list of roadway safety projects.</p>														

**Project: Blossom Hill Road Traffic Safety**

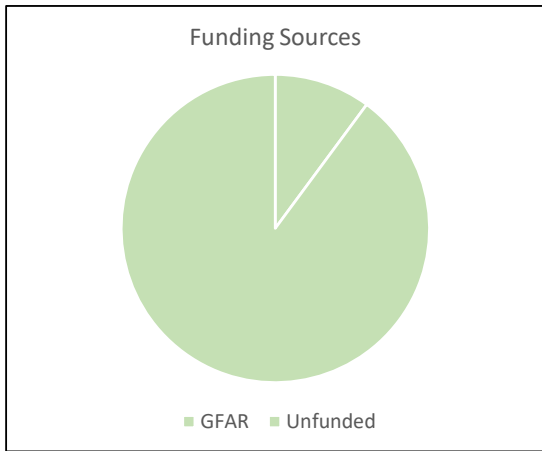
Budget Bk C-66

Description: Implement traffic safety measures on Blossom Hill Road between Camelia Terrace and Hillbrook.



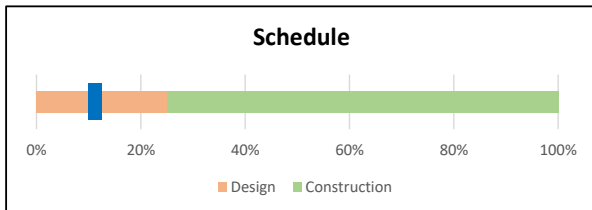
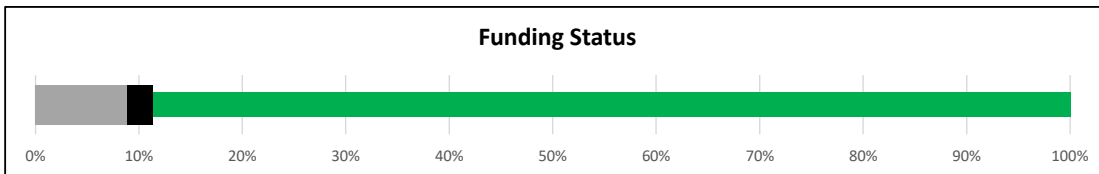
**Project Challenges**

- Need funding for design and construction.



**Budget Estimate Summary**

Design	\$ 308,750
Construction	\$ 926,250
<b>TOTAL</b>	<b>\$ 1,235,000</b>



**Schedule**

Start	1/1/2020
Finish Design	TBD
Finish Construction	TBD

Comments:

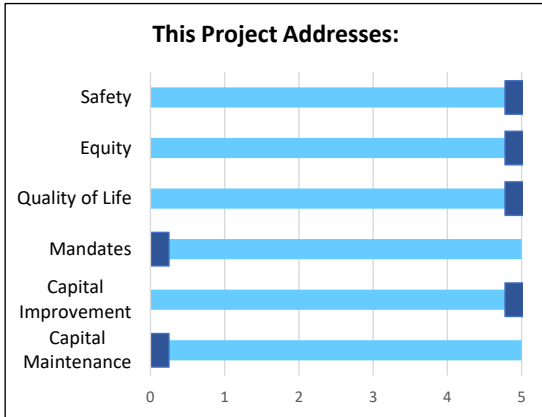
This project is a good candidate for grant funding due to its proximity to Blossom Hill School



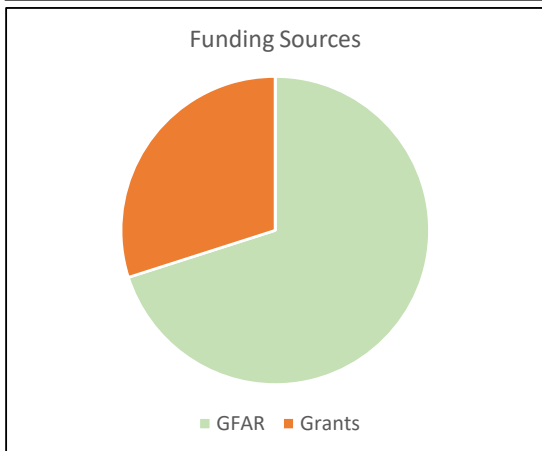
**Project: Winchester Class IV Bikeway**

Budget Bk C-68

Description: Install Class IV Bikeway on Winchester between Blossom Hill and Lark Ave.

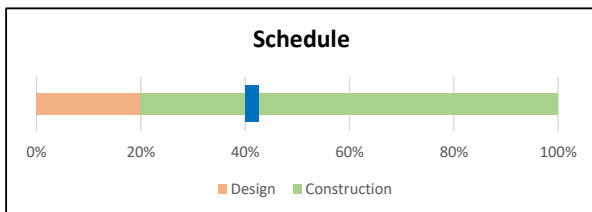
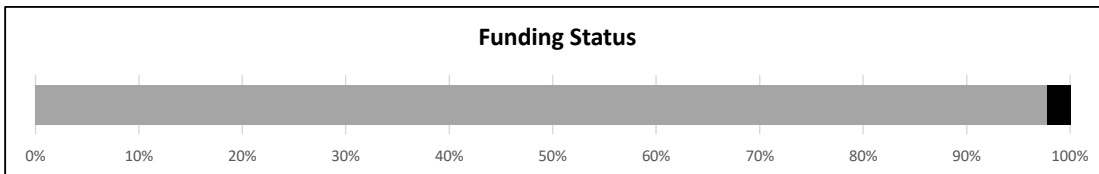


**Project Challenges**



**Budget Estimate Summary**

Design	\$ 196,491
Construction	\$ 785,964
<b>TOTAL</b>	<b>\$ 982,455</b>



**Schedule**

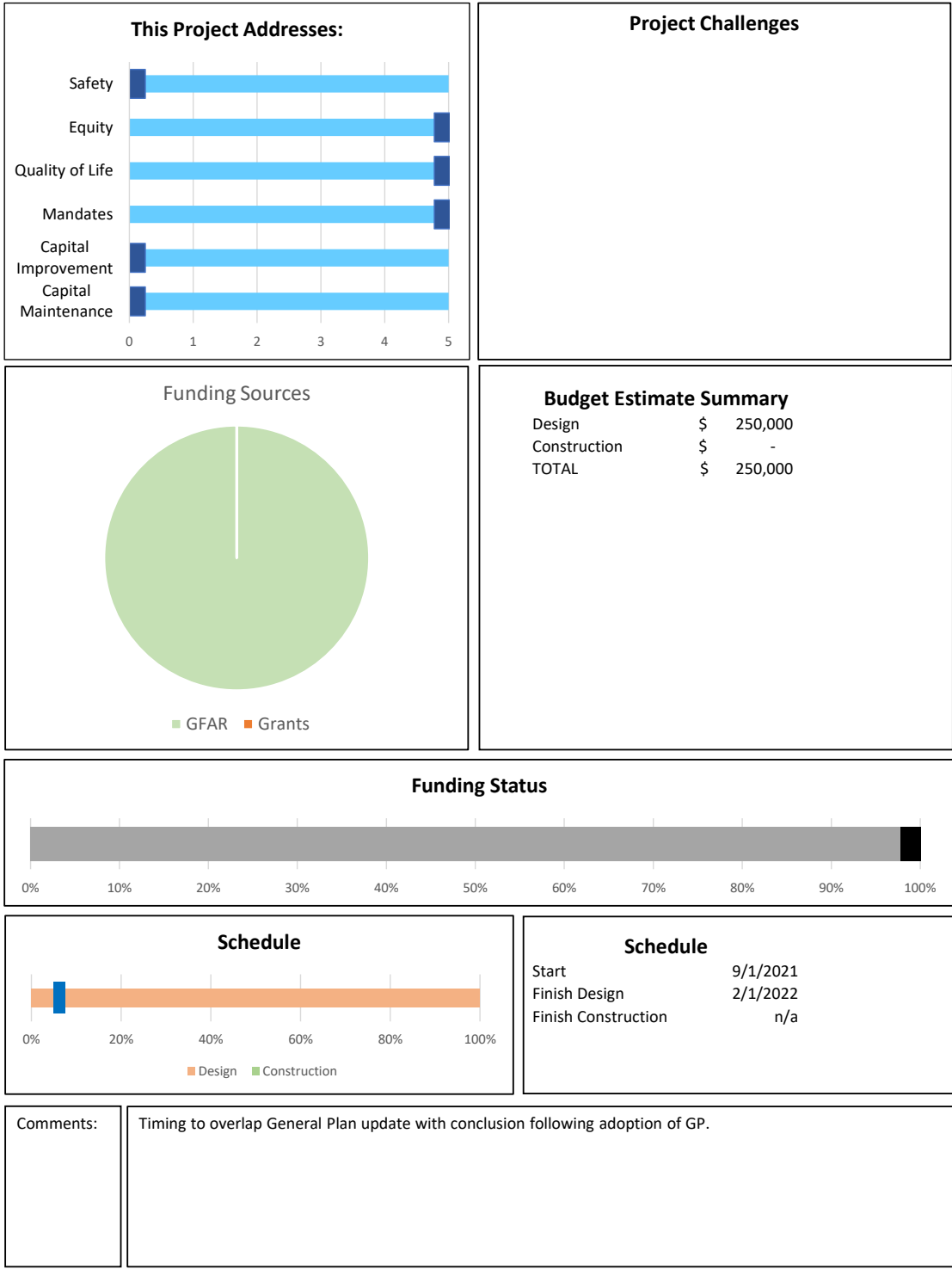
Start	9/1/2020
Finish Design	4/1/2021
Finish Construction	11/1/2021

Comments:

**Project: VMT Mitigation Program**

Budget Bk C-70

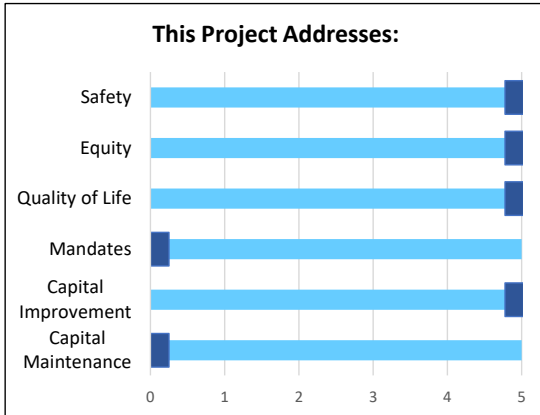
Description: Nexus study to establish a Vehicle Miles Travelled fee program.



**Project: Kennedy Sidewalk - LGB to Englewood**

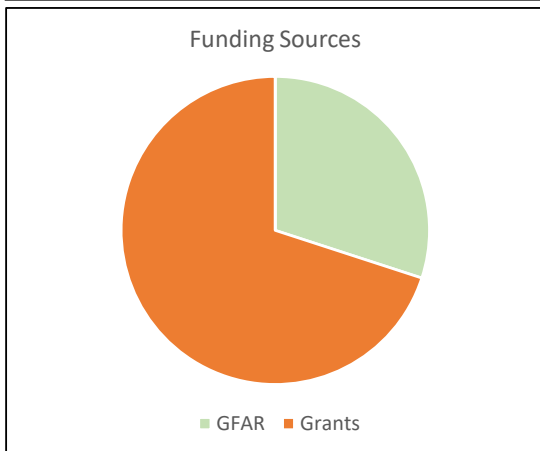
Budget Bk C-72

Description: Install sidewalk and Class II bike lane on Kennedy.



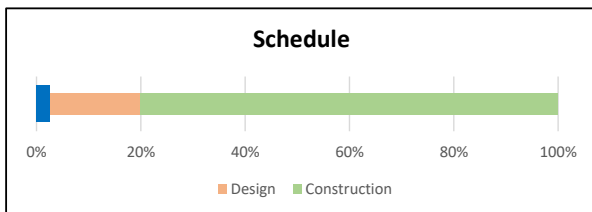
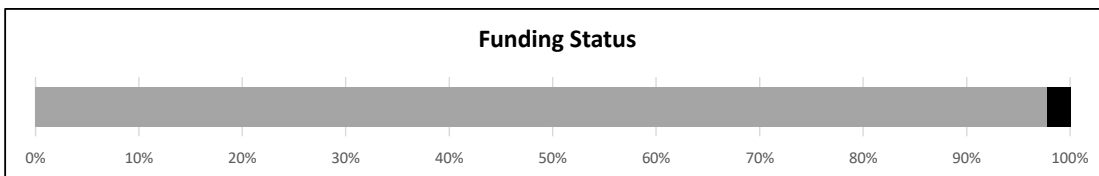
**Project Challenges**

- This project has 2016 Measure B funds with scheduled availability of funds in 2023.



**Budget Estimate Summary**

Design	\$ 237,800
Construction	\$ 951,200
<b>TOTAL</b>	<b>\$ 1,189,000</b>



**Schedule**

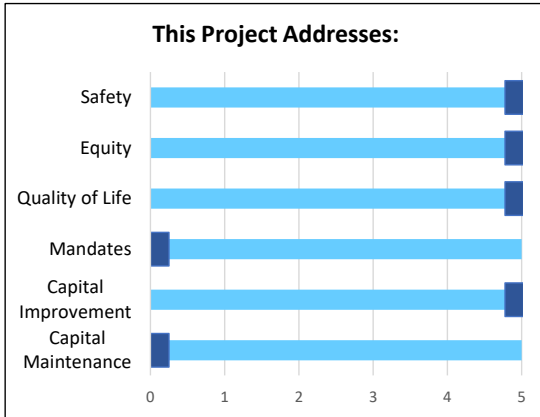
Start	9/1/2022
Finish Design	TBD
Finish Construction	TBD

Comments:

**Project: Winchester Boulevard Complete Streets**

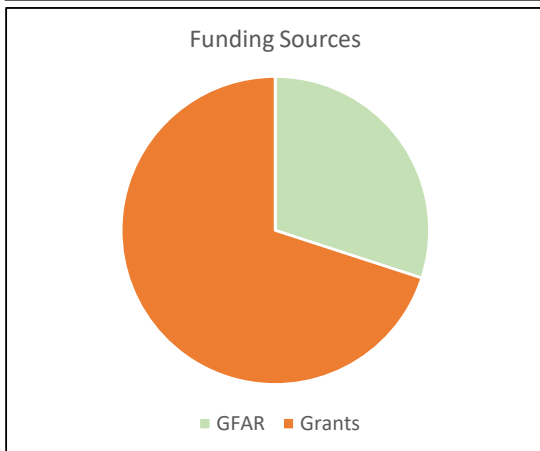
Budget Bk C-74

Description: Conceptual engineering and final design for a complete streets project on Winchester.



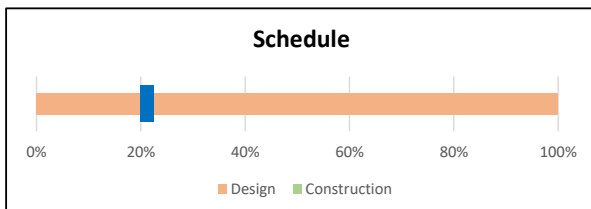
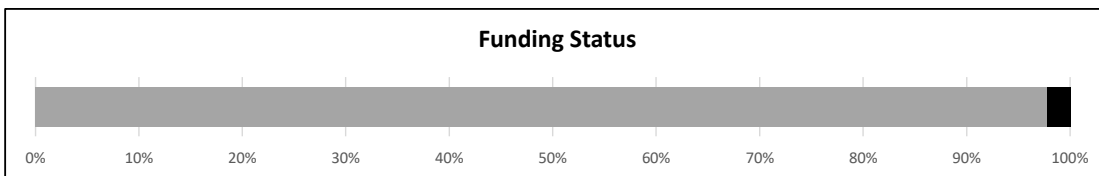
**Project Challenges**

- Construction costs not included in this project summary.



**Budget Estimate Summary**

Design	\$ 2,477,500
Construction	\$ -
<b>TOTAL</b>	<b>\$ 2,477,500</b>



**Schedule**

Start	4/1/2020
Finish Design	10/1/2022
Finish Construction	n/a

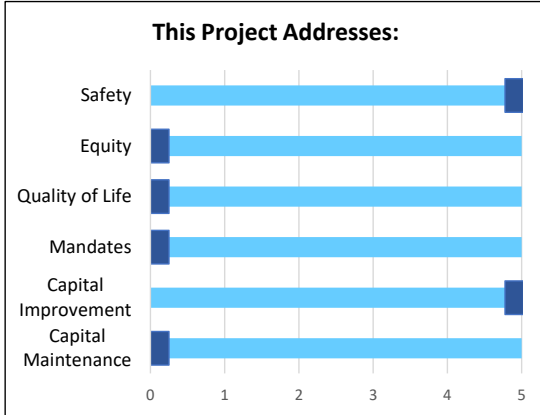
Comments:

The Winchester Class IV Project (budgeted separately) will provide insight into this project development.

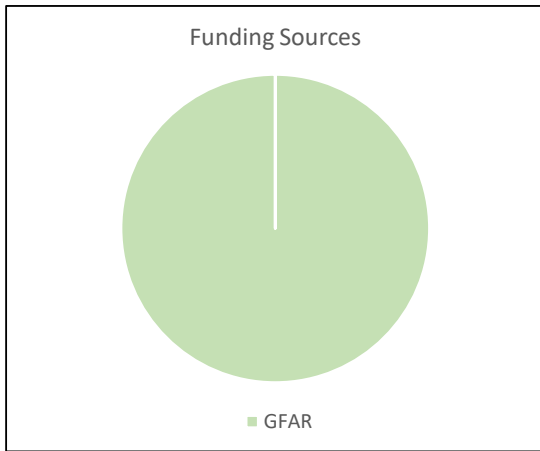
**Project: Quito Road Bridge Replacement**

Budget Bk C-80

Description: Replace the bridge on Quito Road near Moore Ave

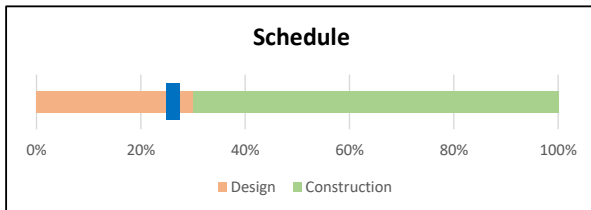
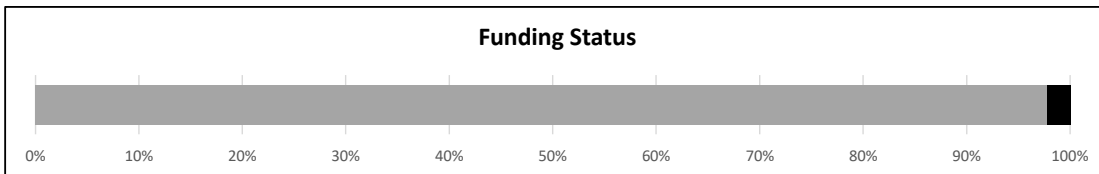


- Project Challenges**
- Shared ownership with City of Saratoga
  - Saratoga as lead means little Town control of project



**Budget Estimate Summary**

Design	\$ 69,936
Construction	\$ 279,745
<b>TOTAL</b>	<b>\$ 349,681</b>



**Schedule**

Start	5/1/2022
Finish Design	6/1/2022
Finish Construction	9/1/2023

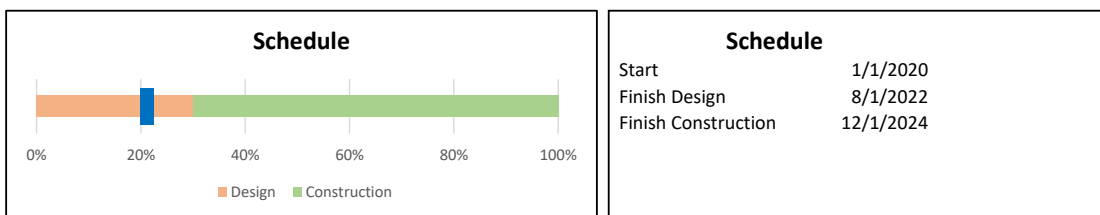
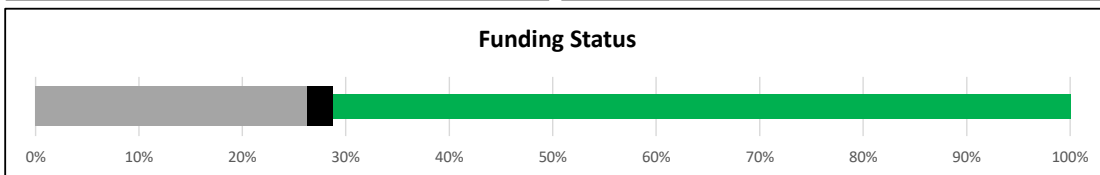
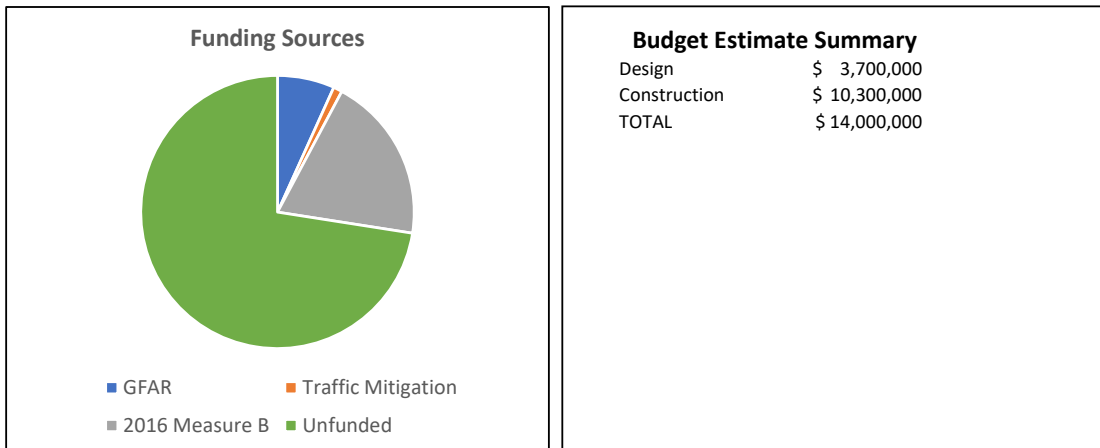
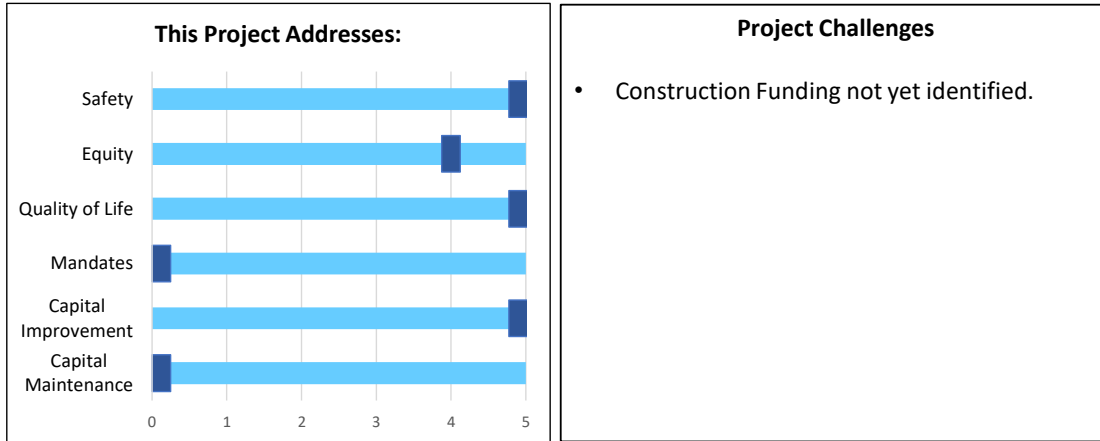
Comments:

Budget reflects the Town contribution to the project. Other contributions from City of Saratoga and Valley Water in addition to grant funding from Federal Highway Bridge Replacement and Rehabilitation funds.

**Project: Highway 17 Bicycle & Ped Overcrossing**

Budget Bk C-82

Description: Design and construct an overcrossing at Blossom Hill Road

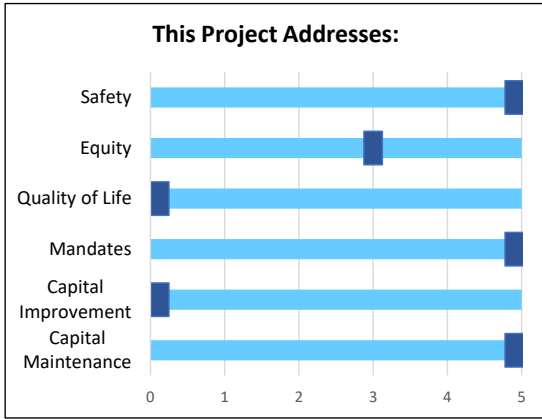


Comments: Project is currently in final design stage.

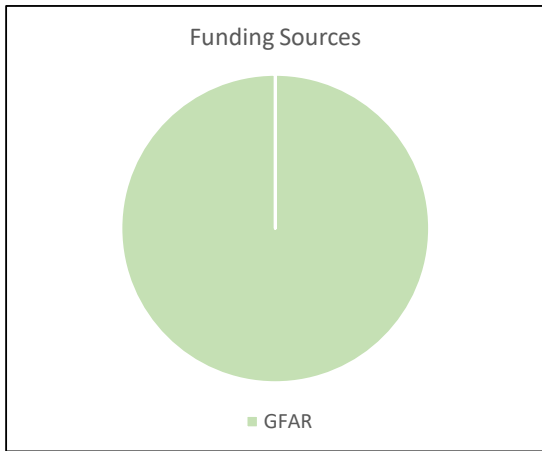
**Project: Playground Fibar Project**

Budget Bk D-6

Description: Replace fibar in park playgrounds.

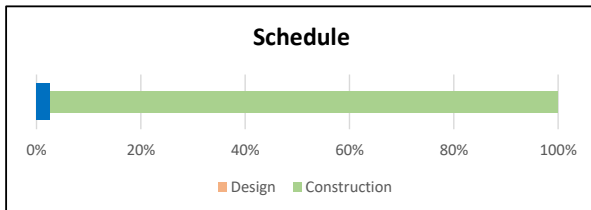
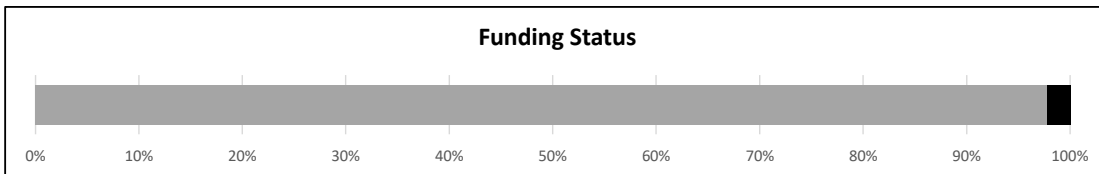


**Project Challenges**



**Budget Estimate Summary**

Design	\$ -
Construction	\$ 175,000
<b>TOTAL</b>	<b>\$ 175,000</b>



**Schedule**

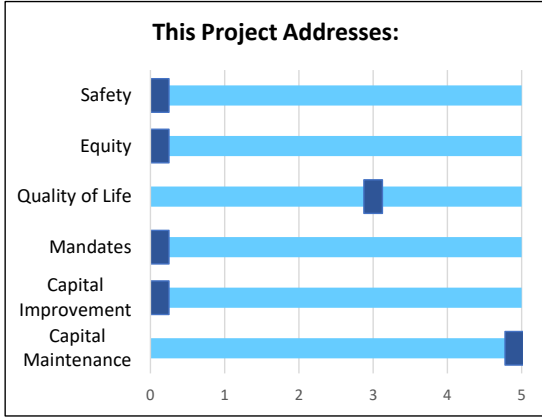
Start	9/1/2021
Finish Design	11/1/2021
Finish Construction	12/1/2021

Comments:

**Project: Town Plaza Turf Repair**

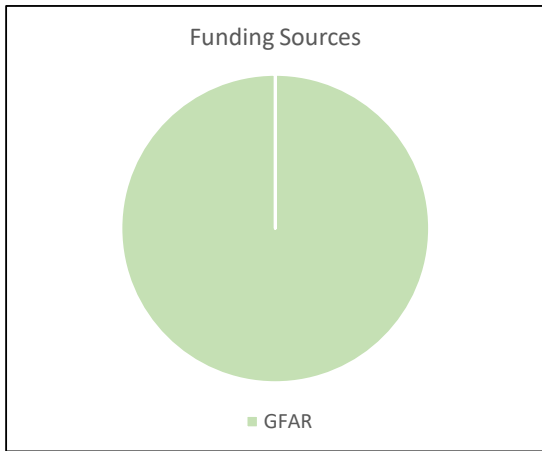
Budget Bk D-8

Description: Replace the turf due to heavy foot traffic.



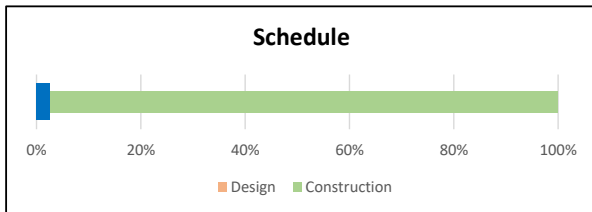
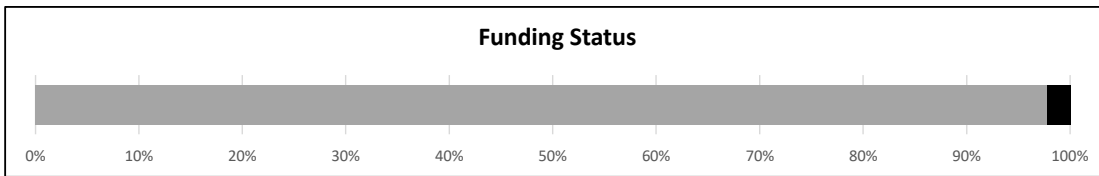
**Project Challenges**

- Scheduling availability for the Plaza.



**Budget Estimate Summary**

Design	\$	-
Construction	\$	28,000
<b>TOTAL</b>	<b>\$</b>	<b>28,000</b>



**Schedule**

Start	9/1/2021
Finish Design	11/1/2021
Finish Construction	4/1/2022

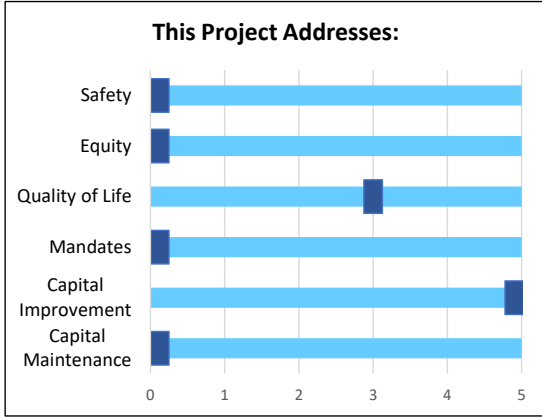
Comments:



**Project: Outdoor Fitness Equipment**

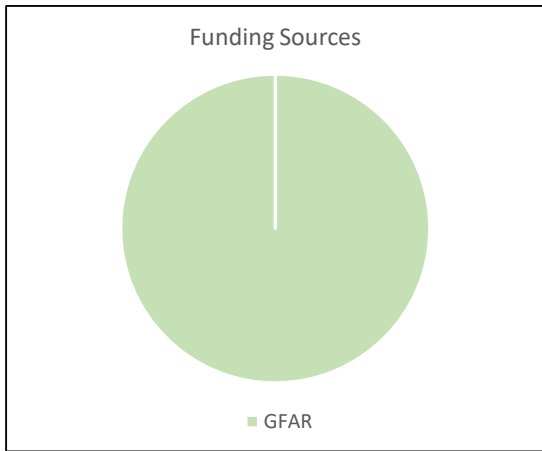
Budget Bk D-10

Description: Install outdoor fitness equipment



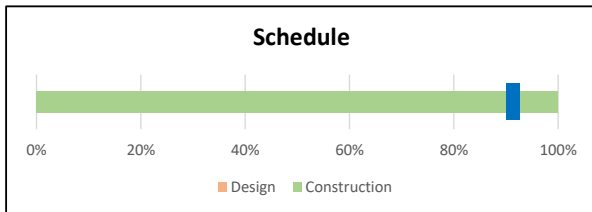
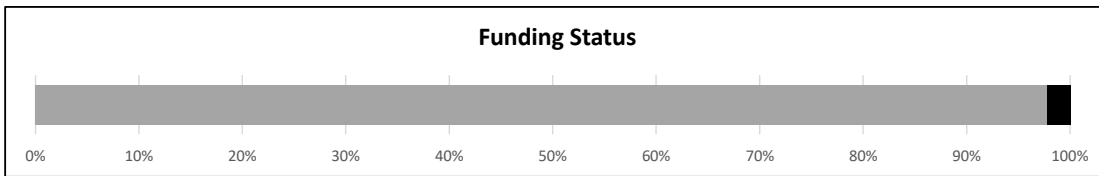
**Project Challenges**

- Work is pending staff availability for installing ramp to Los Gatos Creek Trail.



**Budget Estimate Summary**

Design	\$	-
Construction	\$	60,000
<b>TOTAL</b>	<b>\$</b>	<b>60,000</b>



**Schedule**

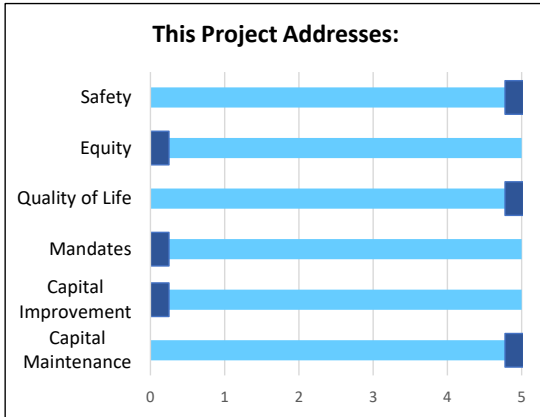
Start	6/1/2019
Finish Design	4/1/2021
Finish Construction	11/1/2021

Comments:

**Project: Vegetation Management Townwide**

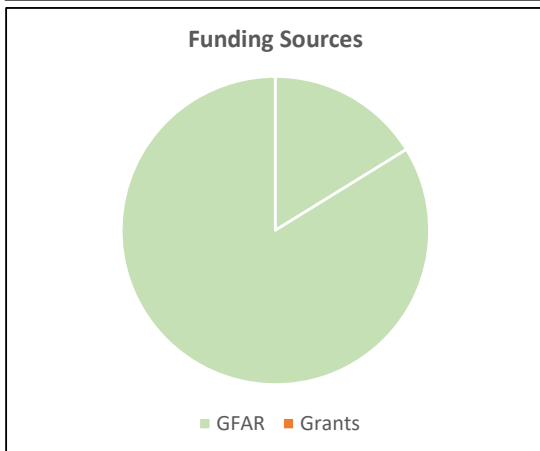
Budget Bk D-12

Description: Vegetation management in open space areas



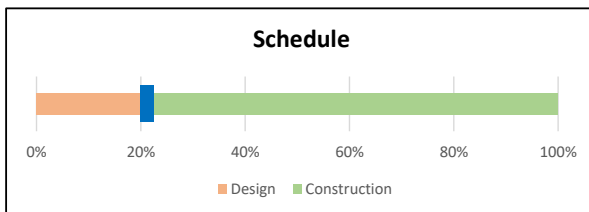
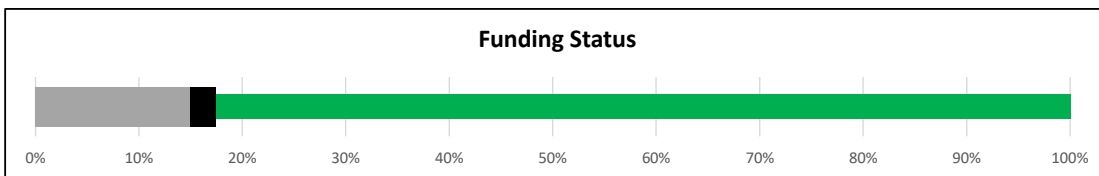
### Project Challenges

- FEMA process for grant funding has uncertain timeline.



### Budget Estimate Summary

Design	\$ 220,000
Construction	\$ 1,330,000
<b>TOTAL</b>	<b>\$ 1,550,000</b>



### Schedule

Start	1/1/2020
Finish Design	6/1/2022
Finish Construction	12/1/2023

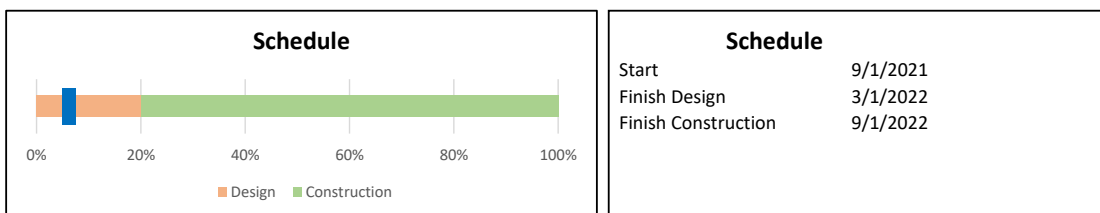
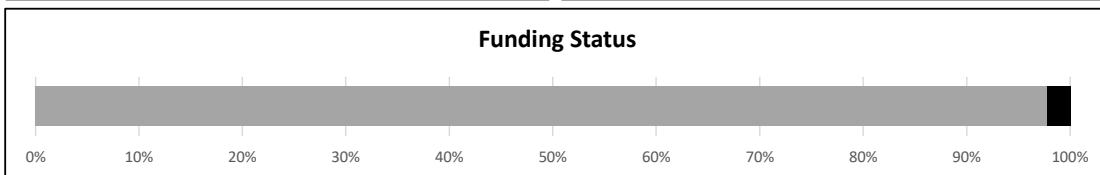
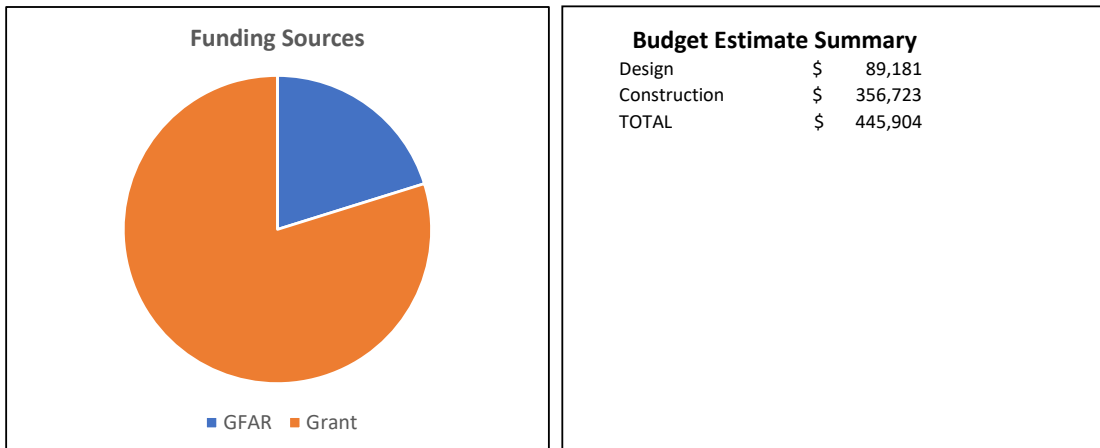
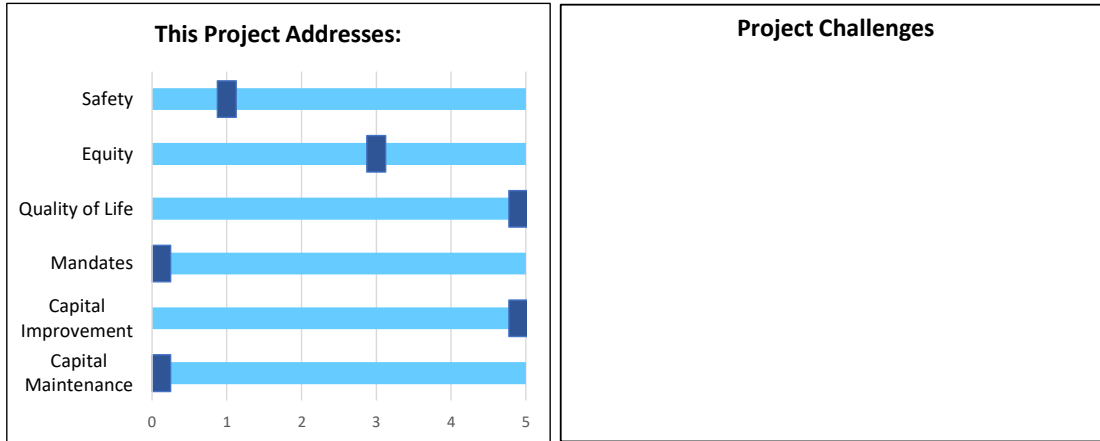
Comments:

This project has been a two phased project developing a project that can receive FEMA funding. The first phase of completing a Vegetation Managemetn Plan is complete. FEMA has an extensive review period prior to authorizing future phases.

**Project: Oak Meadow Park Bandstand Improvements**

Budget Bk D-14

Description: Renovate the area around the Lyndon Bandstand.

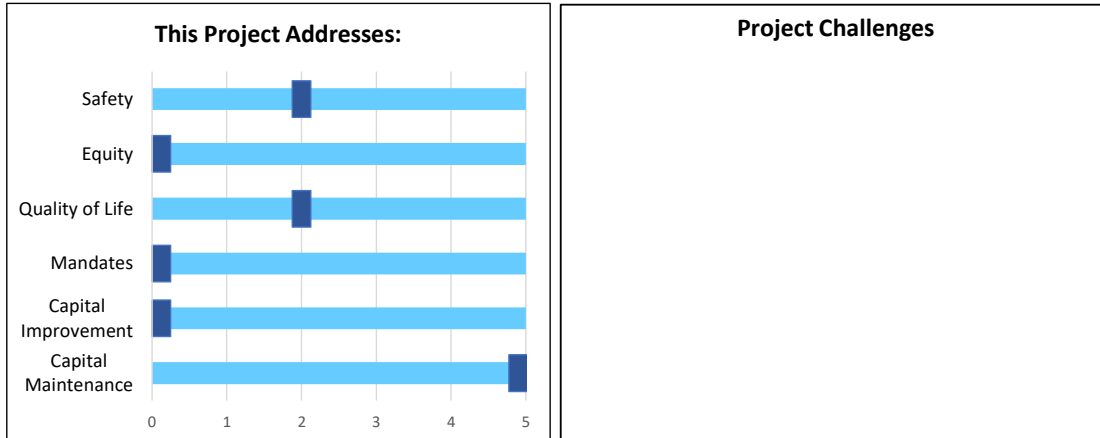


**Comments:** Concept design complete. Funding through State Prop 68.

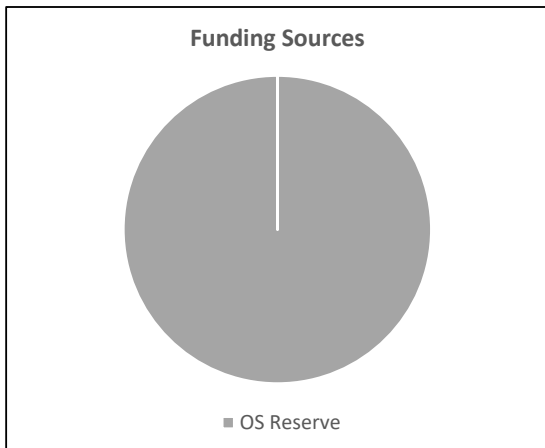
**Project: Open Space Trail Upgrades**

Budget Bk D-20

Description: Upgrade trails in open space to remove tripping hazards, ruts, and old header board.

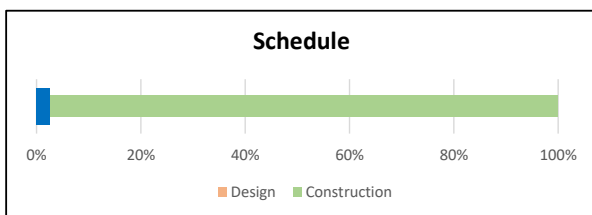
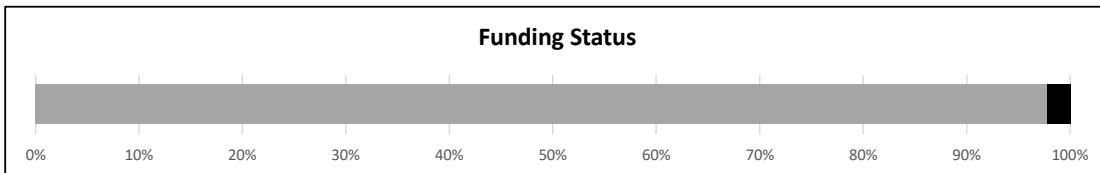


**Project Challenges**



**Budget Estimate Summary**

Design	\$	-
Construction	\$	152,000
<b>TOTAL</b>	<b>\$</b>	<b>152,000</b>



**Schedule**

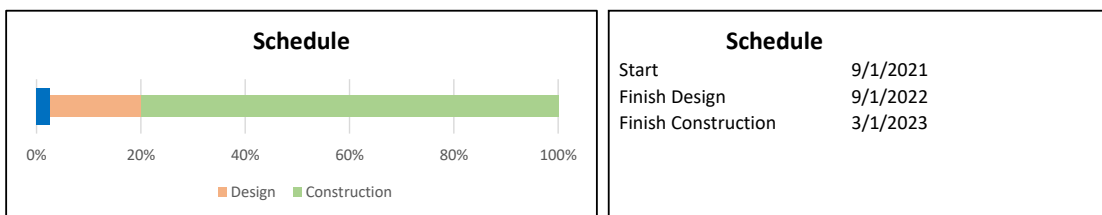
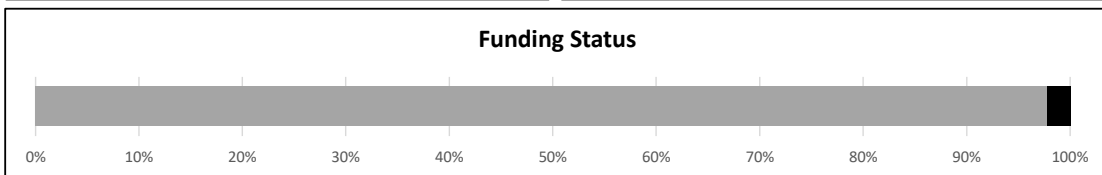
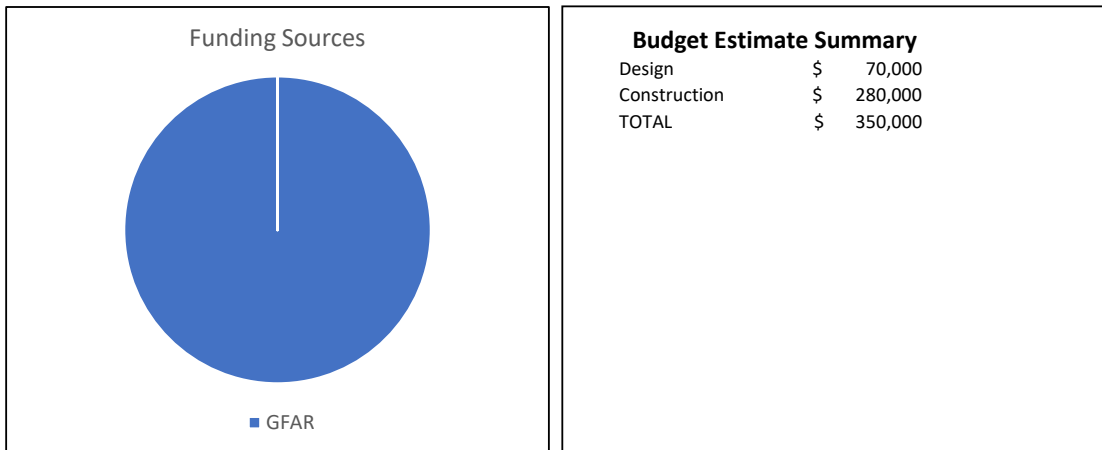
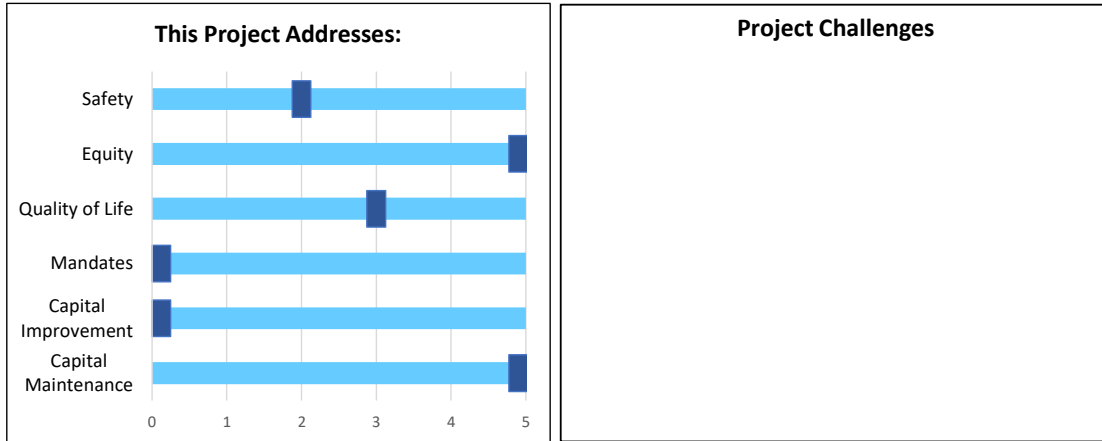
Start	9/1/2021
Finish Design	3/1/2022
Finish Construction	9/1/2022

**Comments:** This project delayed due to SJ Water work at upper part of Belgatos Park.

**Project: Charter Oaks Trail Repair**

Budget Bk D-22

Description: Modify the trail along Charter Oaks to reduce flooding during heavy rain events.

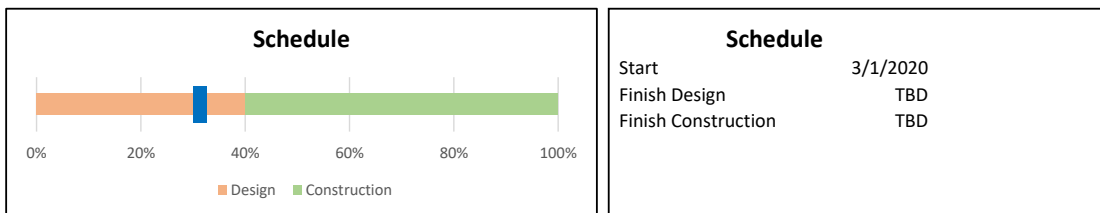
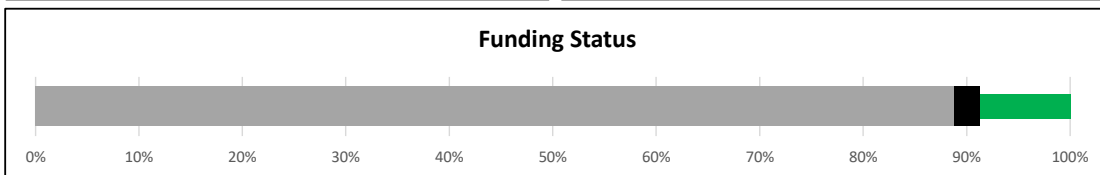
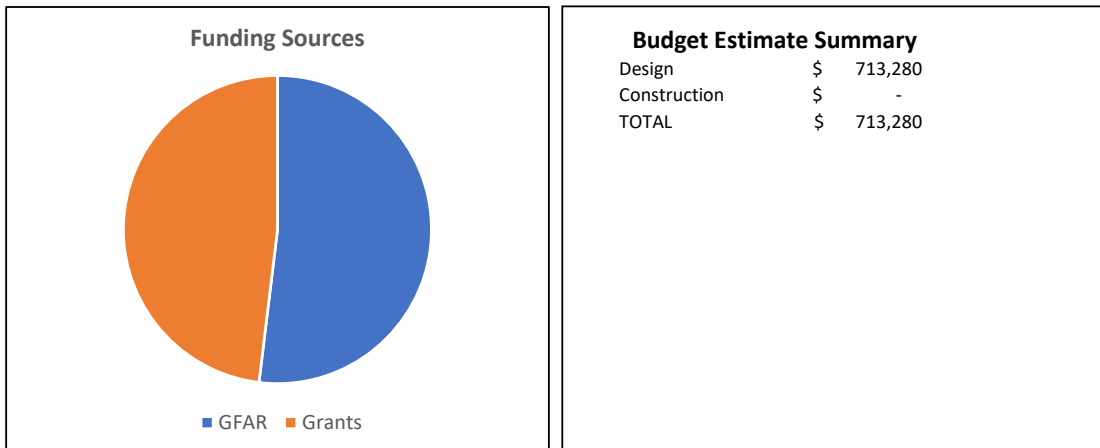
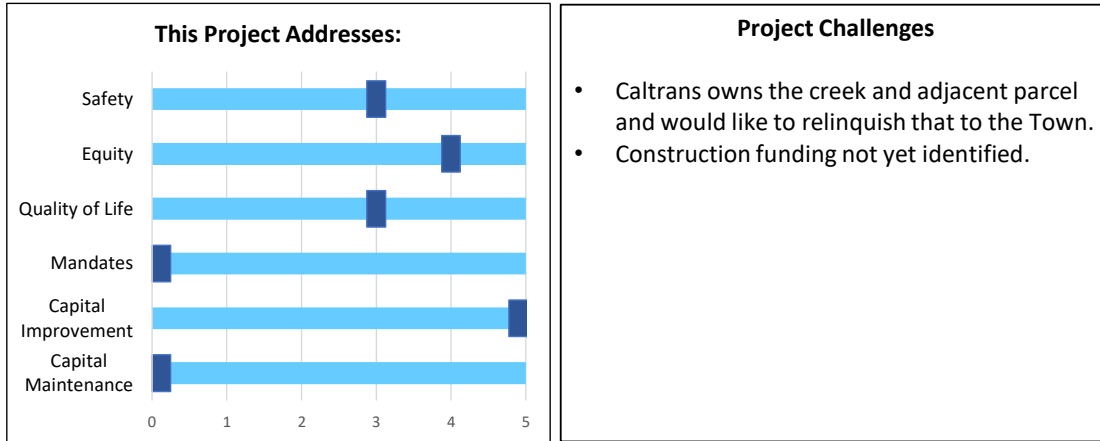


**Comments:** Funding from Albright project committed to use in the area to benefit neighbors.

**Project: Trailhead Connector Project**

Budget Bk D-24

Description: Design and construct a connector from Highway 9 to the Los Gatos Creek Trail

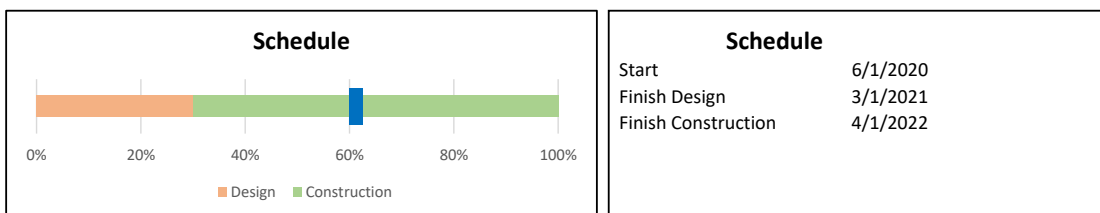
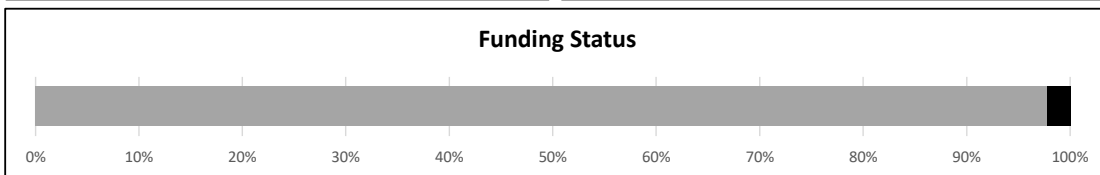
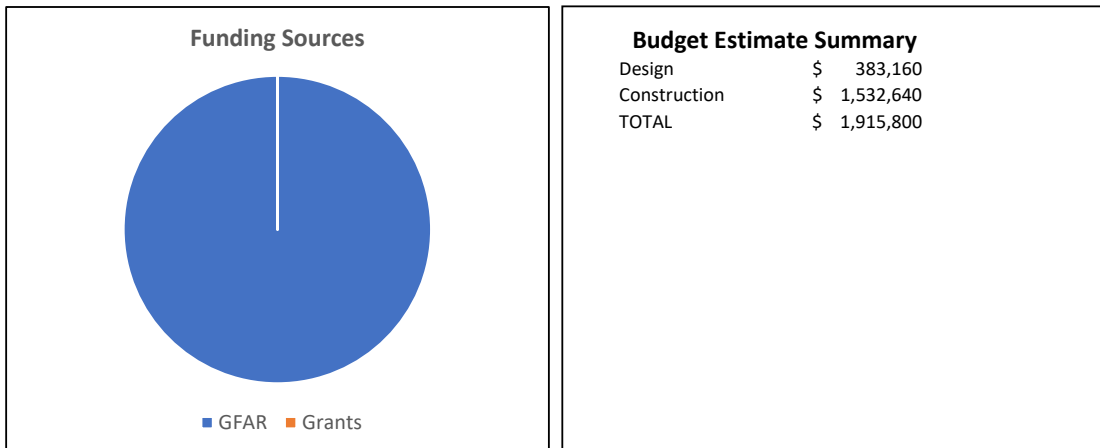
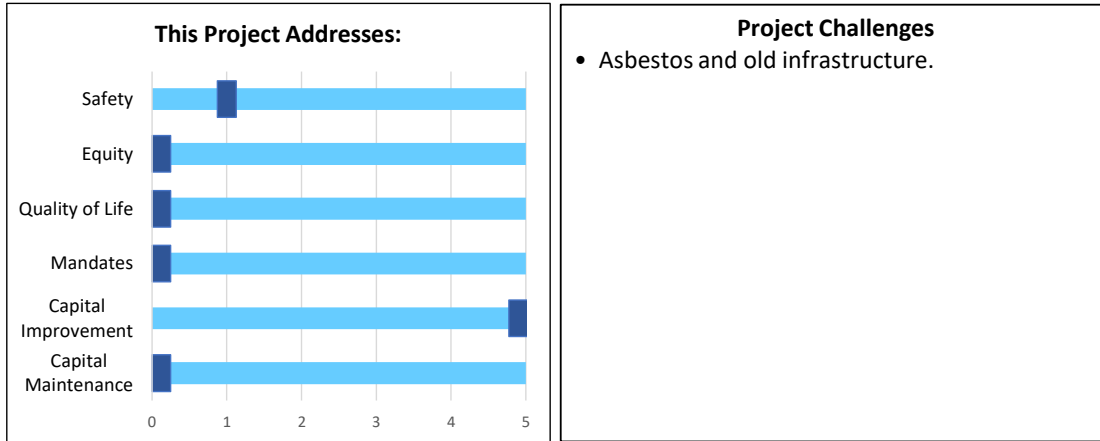


Comments:

**Project: Building Replacement Corp Yard**

Budget Bk E-6

Description: Replace office building.

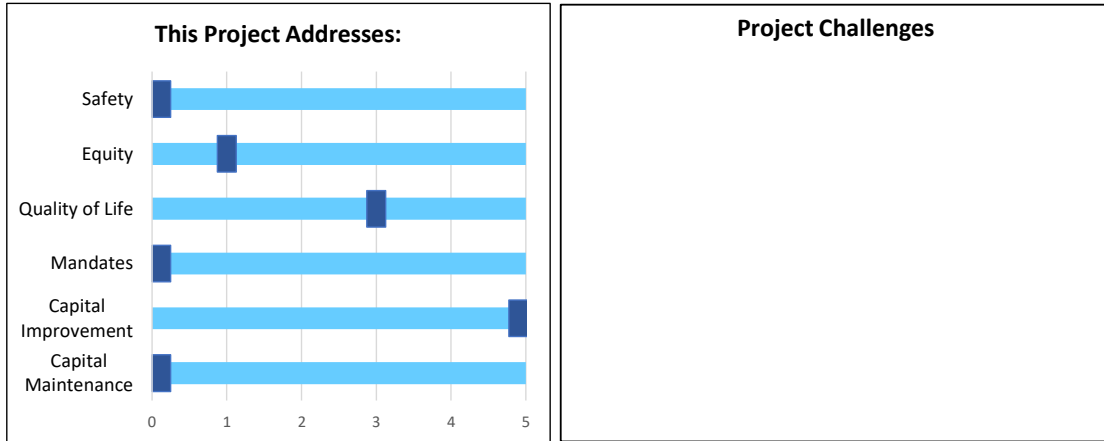


**Comments:** Project phased. Phase 1 tenant improvement to storage space and existing office. Phase 2 demolish old office and reconstruct storage building.

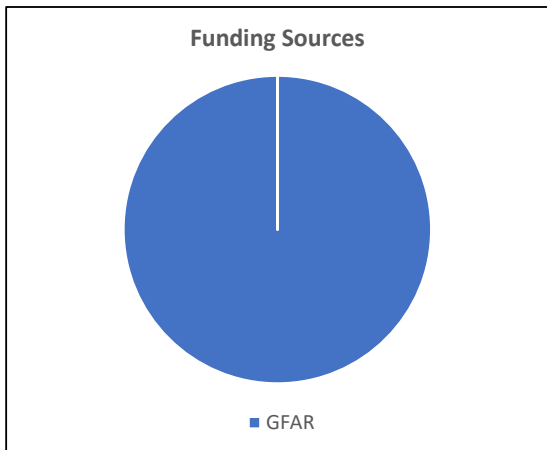
**Project: Town Beautification**

Budget Bk E-8

Description: Various beautification projects, focusing on utility boxes.

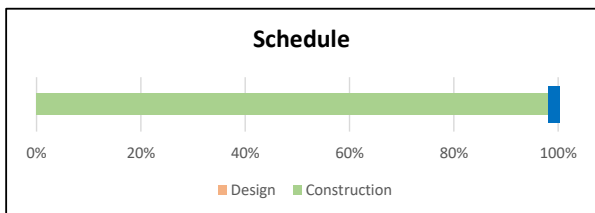
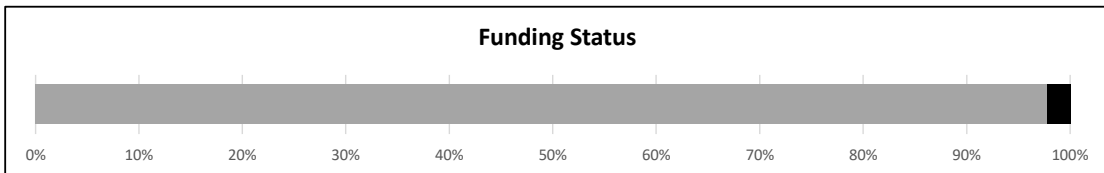


**Project Challenges**



**Budget Estimate Summary**

Design	\$ -
Construction	\$ 169,625
<b>TOTAL</b>	<b>\$ 169,625</b>



**Schedule**

Start	12/1/2020
Finish Design	4/1/2021
Finish Construction	6/1/2021

Comments:

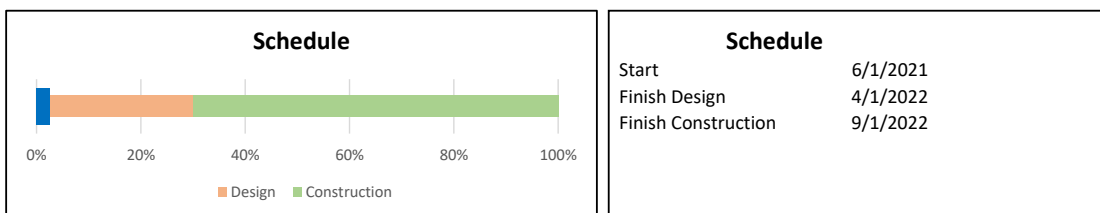
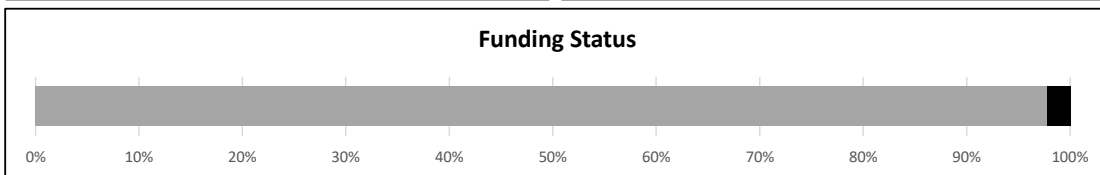
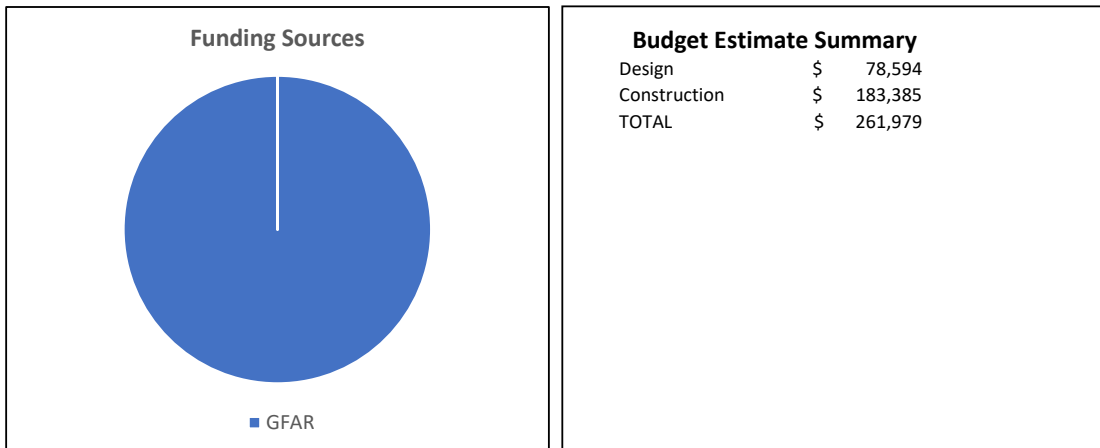
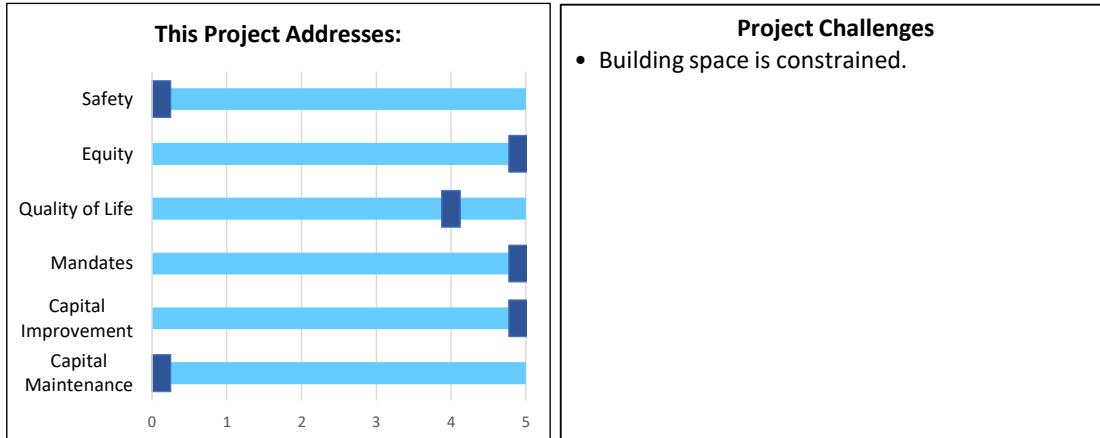
Utility box program includes work with the Arts Commission to select designs.  
Ongoing project funded at \$10,000 per year.



**Project: ADA Upgrade to Restroom at Adult Rec Building**

Budget Bk E-10

Description: Restroom upgrade

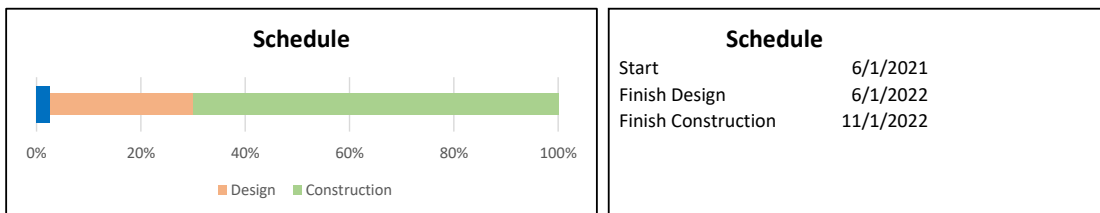
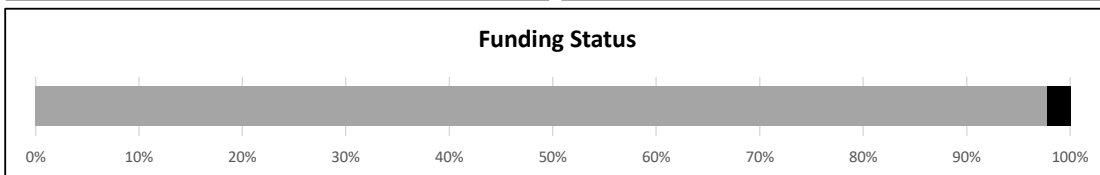
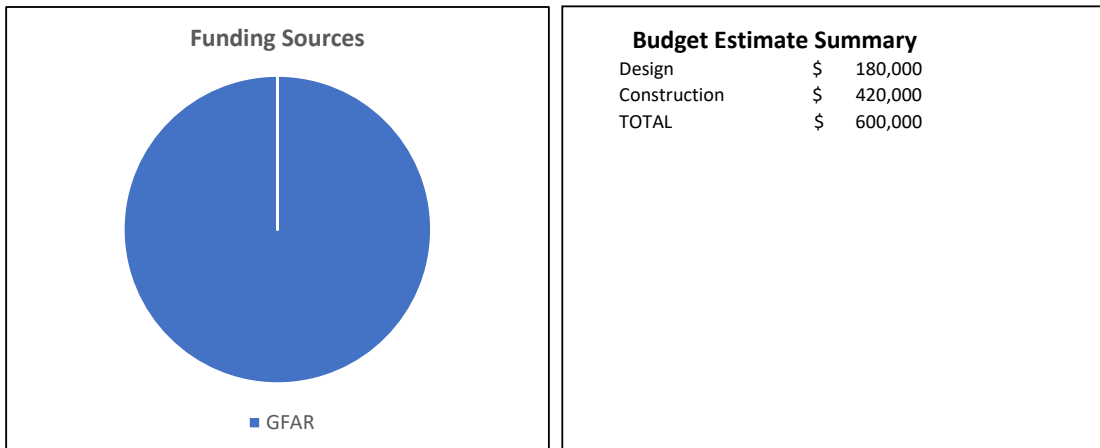
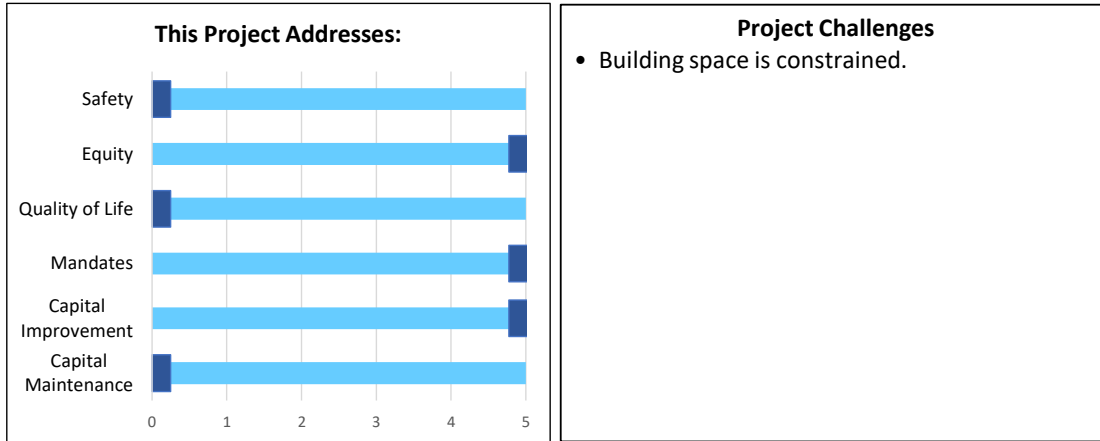


Comments:

**Project: ADA Restrooms & HR Offices**

Budget Bk E-12

Description: Tenant Improvement

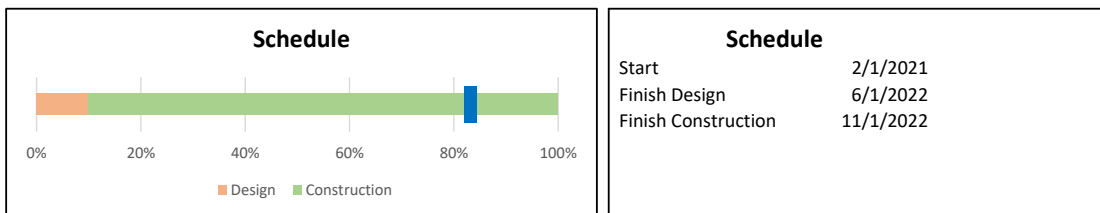
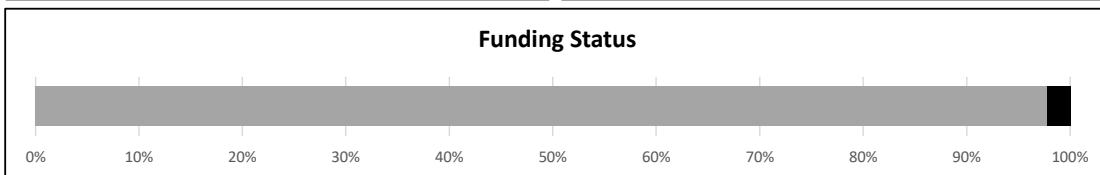
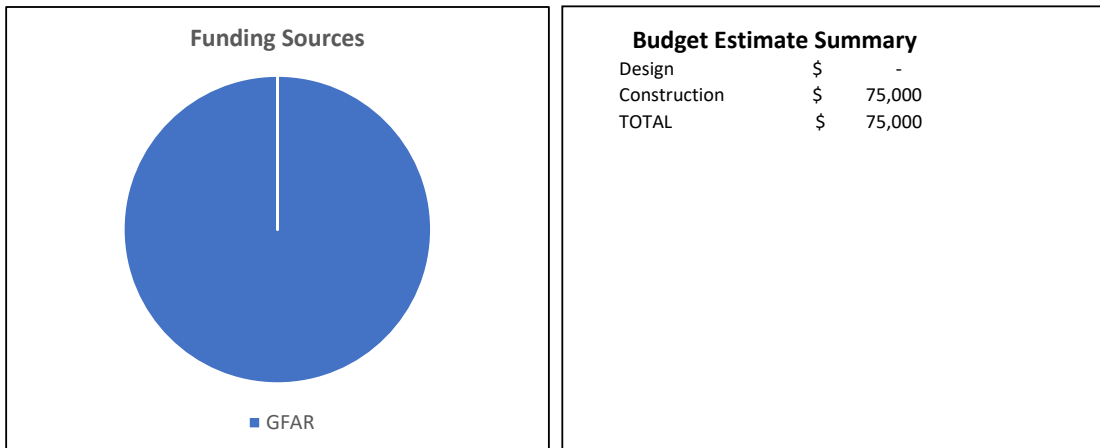
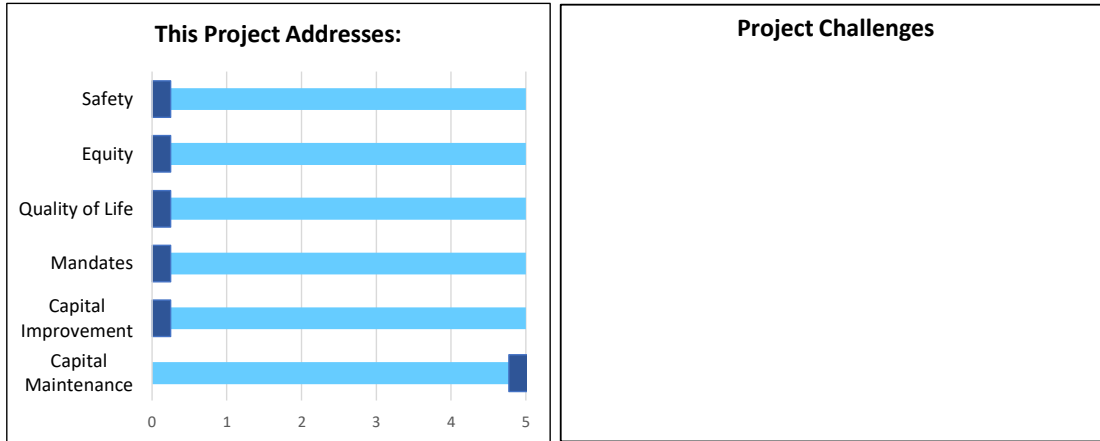


Comments:

**Project: Waterproofing**

Budget Bk E-14

Description: Roofing and siding replacement and rehab.

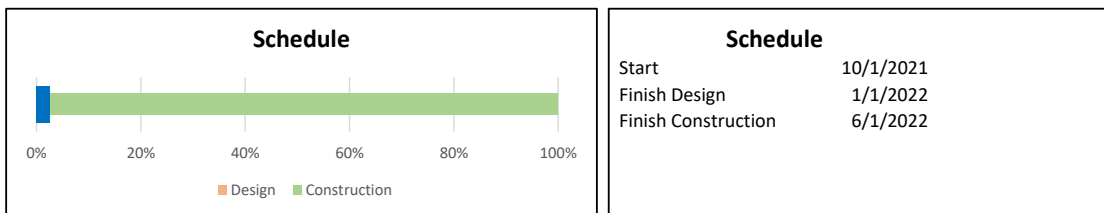
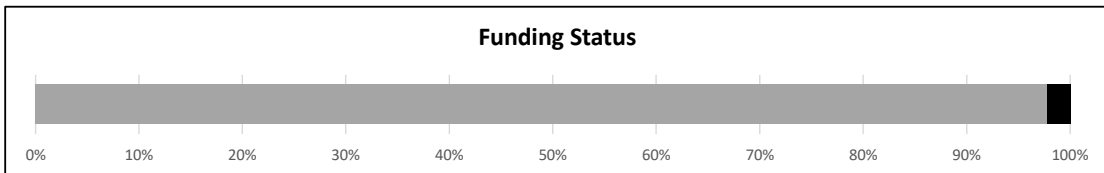
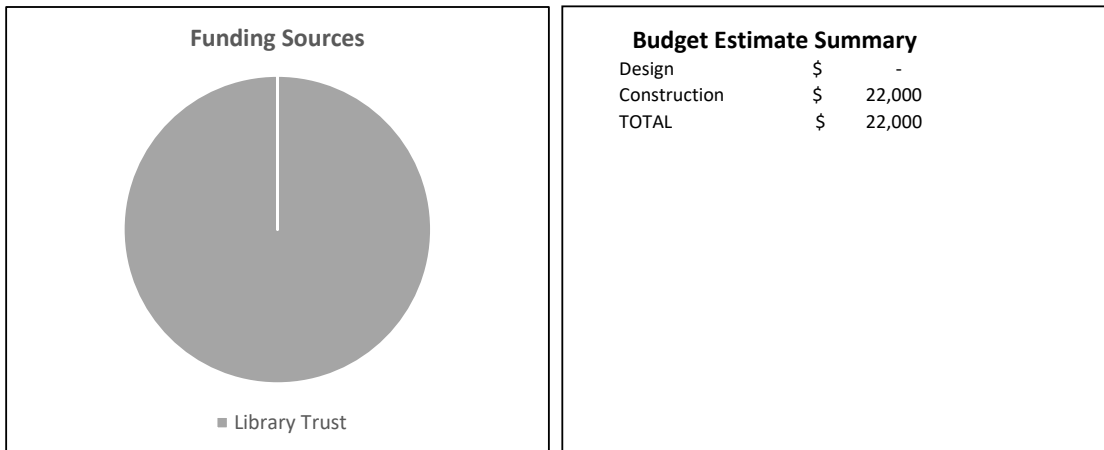
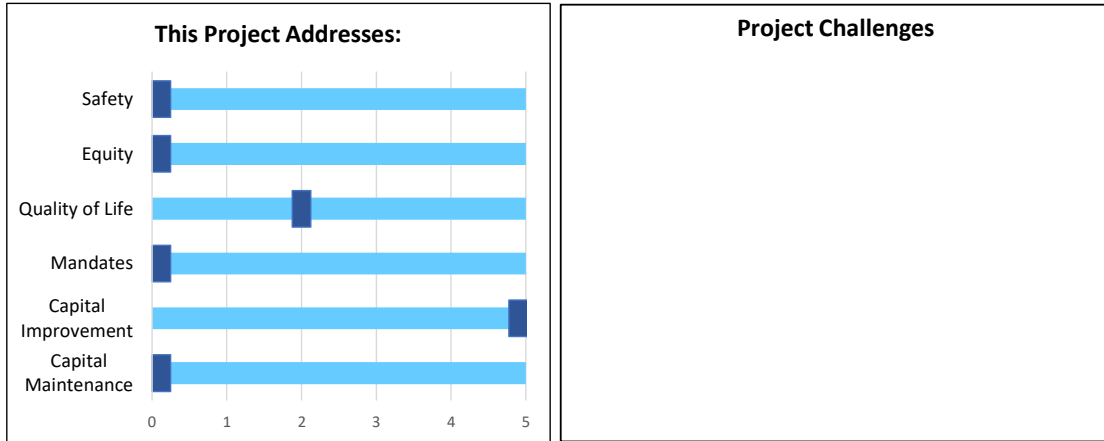


Comments:

**Project: Sound Mitigation In Library Lobby**

Budget Bk E-16

Description: Install baffling in lobby.

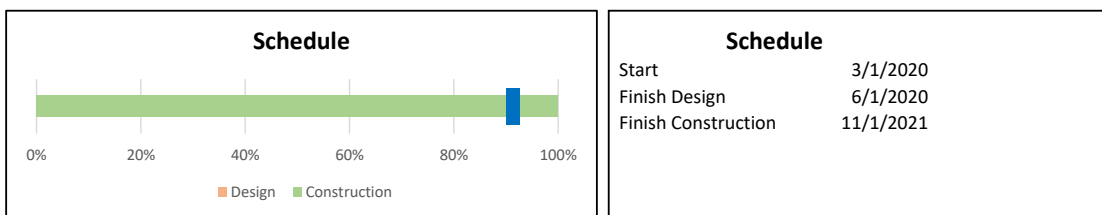
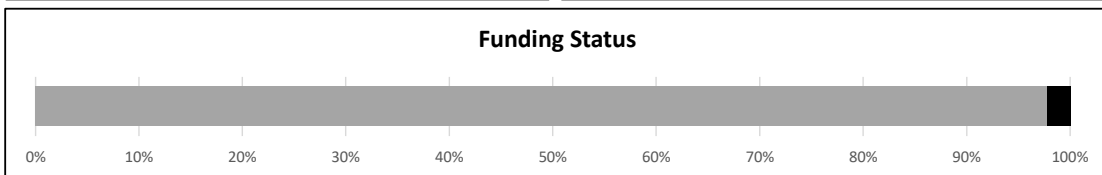
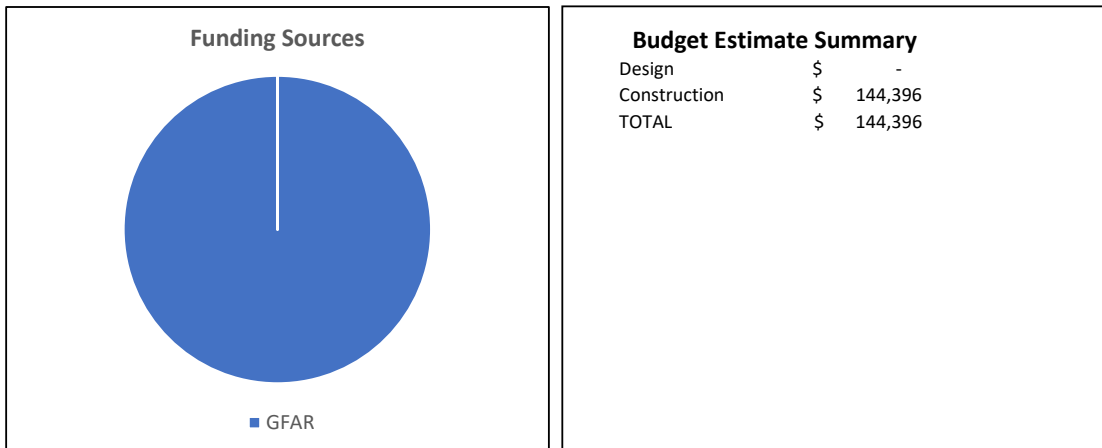
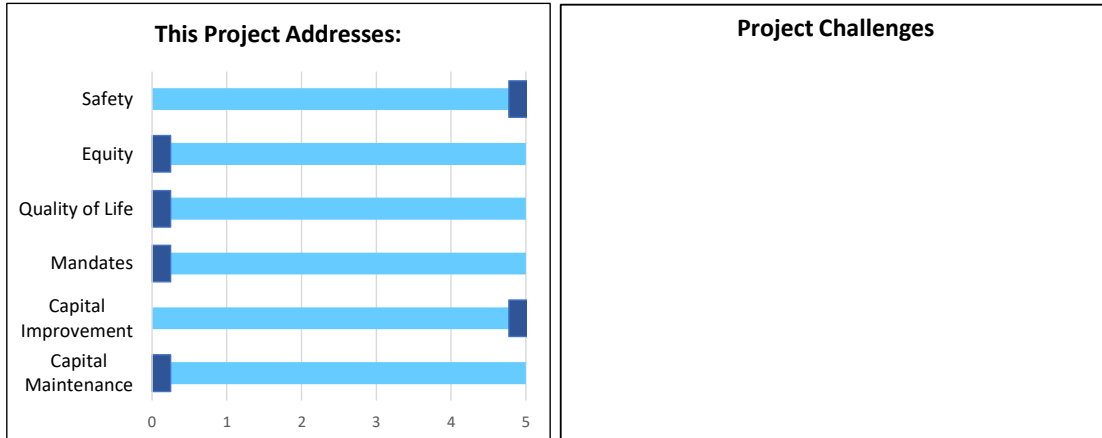


Comments:

**Project: Fire Suppression for Server Rooms**

Budget Bk E-18

Description: Install specialized fire suppression system.

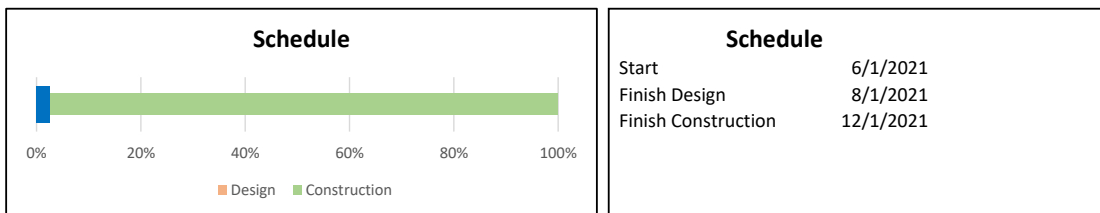
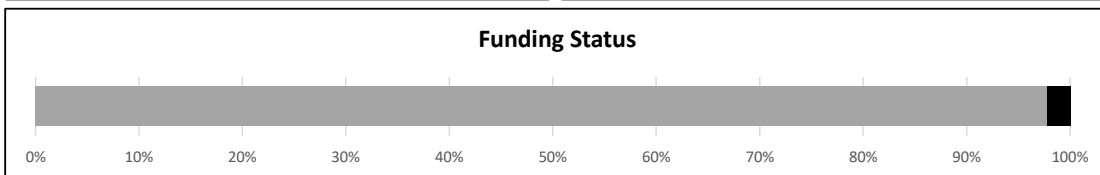
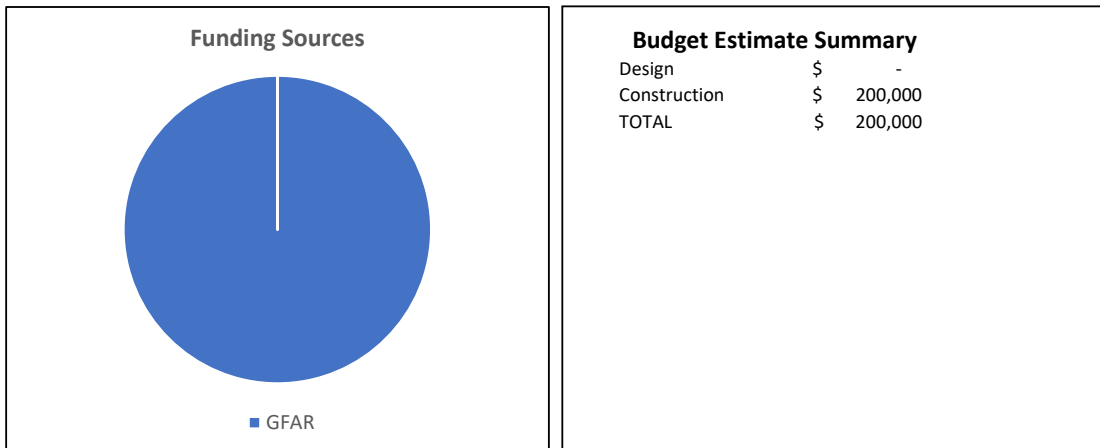
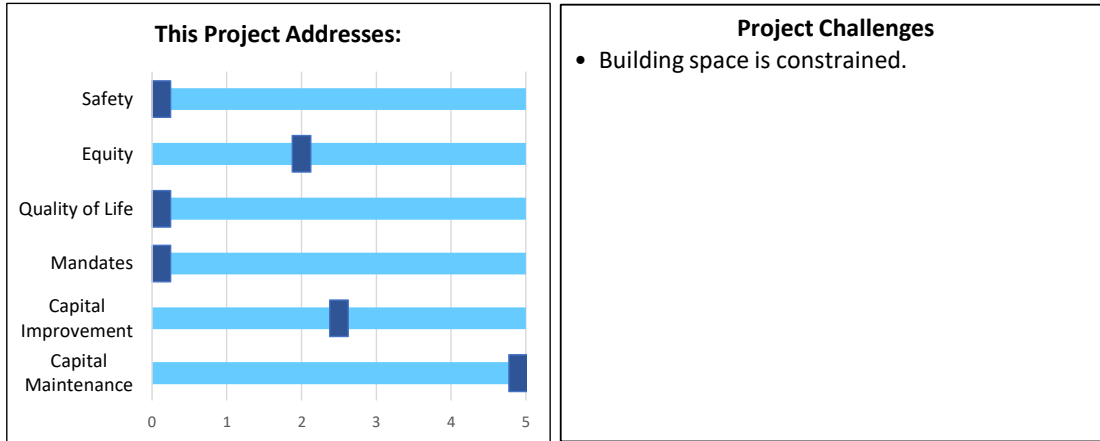


Comments:

**Project: Adult Recreation Center Floor Replacement**

Budget Bk E-20

Description: Replace flooring and upgrade flooring in multi purpose room.

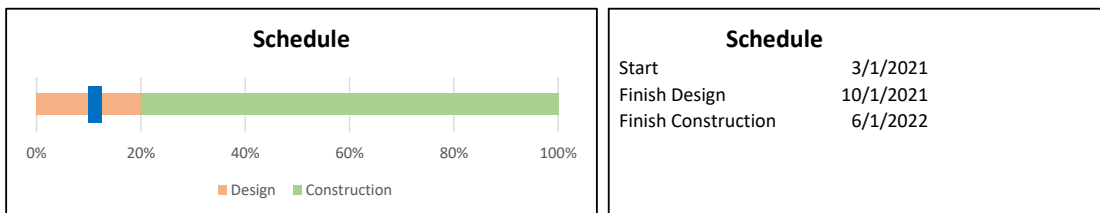
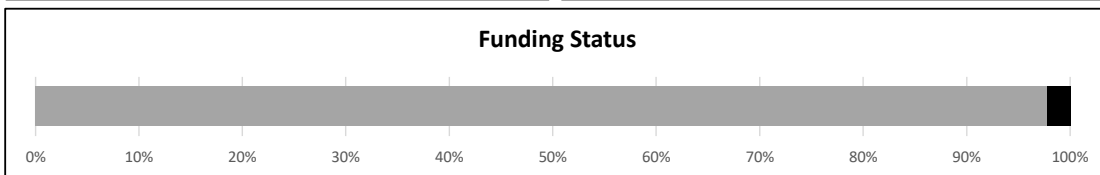
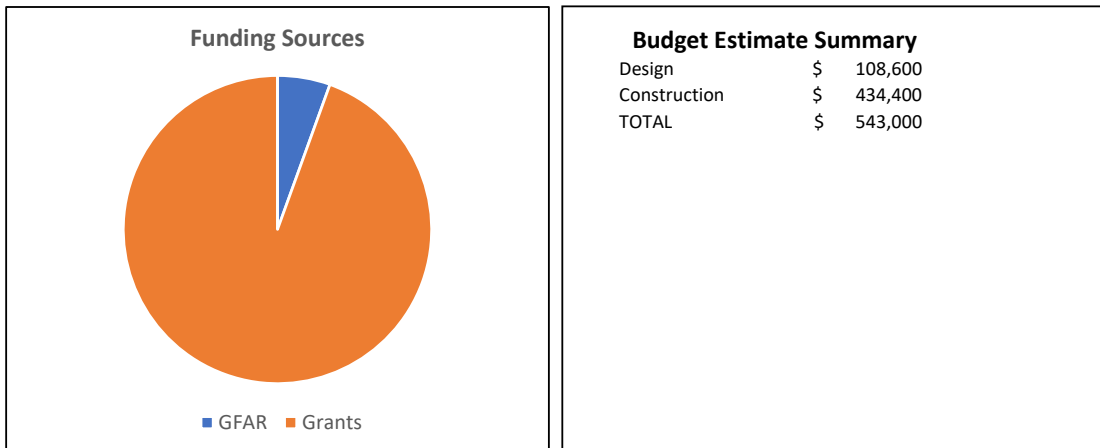
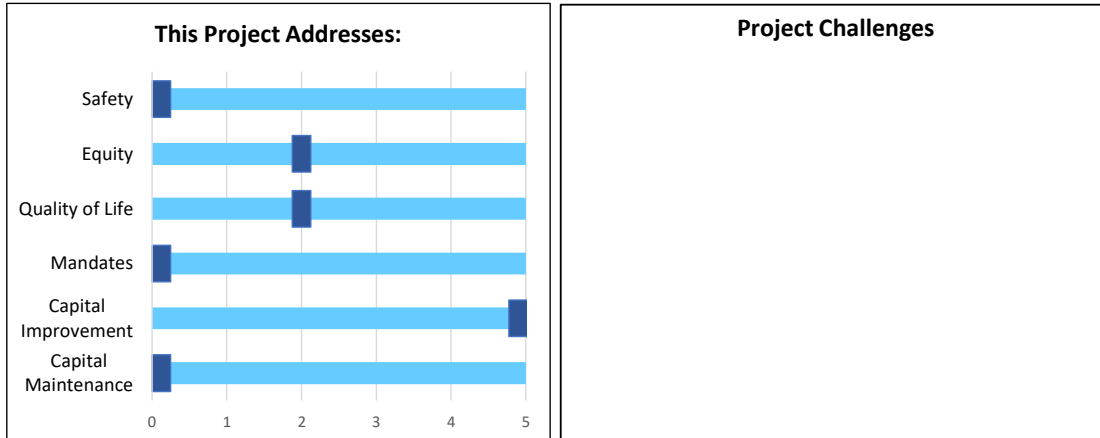


Comments:

**Project: Battery Power Supply - Library**

Budget Bk E-22

Description: Add backup battery system to Library



Comments:



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/2021

ITEM NO: 13

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DATE: August 10, 2021  
TO: Mayor and Town Council  
FROM: Arn Andrews, Assistant Town Manager  
SUBJECT: Authorize the Town Manager to Execute Agreements for Justice, Equity, Diversity, and Inclusion (JEDI) Consultant Services:  
a. American Leadership Forum Silicon Valley Insights (ALF) for External Community Efforts with an Expenditure Budget Adjustment in the Amount of \$54,000 from the General Fund Capital/Special Projects Reserve and  
b. ReadySet for Internal Town Organizational Work with an Expenditure Budget Adjustment in the Amount of \$50,000 from the General Fund Capital/Special Projects Reserve.

**RECOMMENDATION:**

Authorize the Town Manager to execute agreements for justice, equity, diversity, and inclusion (JEDI) consultant services:

- a. American Leadership Forum Silicon Valley Insights (ALF) for external community efforts with an expenditure budget adjustment in the amount of \$54,000 from the General Fund Capital/Special Projects Reserve and
- b. ReadySet for internal Town organizational work with an expenditure budget adjustment in the amount of \$50,000 from the General Fund Capital/Special Projects Reserve.

**BACKGROUND:**

The Town of Los Gatos has a long-standing commitment to being a diverse, supportive, equitable, and inclusive community. In the past year and a half, with racial justice issues at the forefront of national and local conversations, the Town has taken a more holistic approach to JEDI work. In January 2021, the Town Council unanimously agreed to add Diversity, Equity, and Inclusion to the 2021 – 2023 Strategic Priorities for Los Gatos.

**PREPARED BY:** Holly Zappala  
Management Analyst

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

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SUBJECT: Authorize the Town Manager to Execute Agreements for Justice, Equity, Diversity, and Inclusion Consultant Services

DATE: August 17, 2021

BACKGROUND (continued):

On March 23, 2021, the Council Policy Committee discussed a Town JEDI workplan (see Attachment 1) with input from the public. Based on community feedback, the Policy Committee discussed the Town hiring an independent consultant with JEDI expertise to help with both external and internal engagement processes and to more fully define the JEDI plan goals, objectives, specific actions, and metrics.

On April 6, 2021, the Town Council unanimously authorized the Town Manager to issue a Request for Proposals (RFP) to hire a consultant to assist with expanding and implementing the JEDI work plan and to inform how the Town can best approach JEDI goals both internally for the organization, and externally with the broader community and through Town partnerships with local organizations.

DISCUSSION:

On April 7, 2021, the Town issued the RFP for JEDI consultant services. The RFP was made available on the Town website and it was publicized on Town social media platforms and in the weekly Town Newsletter that is emailed to approximately 2,500 subscribers. In addition, several firms specializing in JEDI consulting work were contacted and informed about the RFP. Five firms submitted proposals by the deadline date. The submittals were reviewed and evaluated by a team of four Town staff members, each from a different Department. Each proposal was ranked on specific criteria, including qualifications and experience, organization and approach, accessibility, and completeness of the proposal. The top three ranked firms were then interviewed by the RFP evaluation team via teleconference. Following the interviews, two firms, ALF and ReadySet, rose to the top. Reference checks were conducted on each firm, with favorable feedback received for both.

Both ALF and ReadySet came through the evaluation process as the top-ranked firms. They each offer different strengths and services that complement different aspects of the JEDI work desired by the Town.

ALF specializes in external engagement and dialogue, leveraging community partnerships, and developing gap/overlap analysis. ALF would be able to engage with both Town leaders and community partners (including the Chamber of Commerce, faith-based organizations, service organizations, Los Gatos-Saratoga Recreation, local schools, etc.) to assess their level of understanding the current JEDI efforts and identify barriers and opportunities. Based on the recommendations gleaned from that process, ALF would set up metrics and objectives for the on-going process of engagement and dialogue with the community. They would also provide an assessment of gaps and overlaps in order to identify clear overarching goals for the Town's efforts. Additionally, ALF can serve in an advisory role to Town staff to assist with community workshop/meeting design and other work.

PAGE 3 OF 4

SUBJECT: Authorize the Town Manager to Execute Agreements for Justice, Equity, Diversity, and Inclusion Consultant Services

DATE: August 17, 2021

DISCUSSION (continued):

ReadySet's strength lies in internal organizational assessment and roadmap development. ReadySet would be able to collaboratively design an internal JEDI survey, review existing Town processes and procedures, conduct interviews and focus groups with staff, review and analyze the findings, and develop a robust assessment of the organization. Based on the results of the assessment, ReadySet would facilitate planning sessions and support Town staff with the development of an internal roadmap. The roadmap would encompass a holistic, integrated strategy to support and further strengthen the Town's long-term internal organizational development around JEDI, including timelines and metrics to measure success and accountability.

CONCLUSION:

Based on the different strengths and services offered by ALF and ReadySet, staff recommends that the Town bifurcate the work and that the Town Council authorize the Town Manager to execute agreements with both ALF and ReadySet for JEDI consultant services.

ALF would handle the Town's external JEDI goals through Town partnerships with local organizations and the broader community. The draft ALF contract can be found as Attachment 2 to this report.

ReadySet would examine the Town's JEDI context internally. The draft ReadySet contract is Attachment 3 to this report.

ALTERNATIVES:

Alternatively, the Council may decide to:

1. Authorize the Town Manager to execute an agreement with ALF for external/community JEDI services only.
2. Authorize the Town Manager to execute an agreement with ReadySet for internal JEDI services only.
3. Not pursue JEDI work with either firm at this time.

COORDINATION:

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

PAGE 4 OF 4

SUBJECT: Authorize the Town Manager to Execute Agreements for Justice, Equity, Diversity,  
and Inclusion Consultant Services

DATE: August 17, 2021

FISCAL IMPACT:

The fiscal impact of executing agreements with both ALF and ReadySet for JEDI consultant services would result in an expenditure budget adjustment in the amount of \$104,000 from the General Fund Capital/Special Projects Reserve.

The fiscal impact of executing an agreement with ALF only would result in an expenditure budget adjustment in the amount of \$54,000.

The fiscal impact of executing an agreement with ReadySet only would result in an expenditure budget adjustment in the amount of \$50,000.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. JEDI Work Plan
2. Draft Agreement for Services with ALF
3. Draft Agreement for Services with ReadySet

## **Justice, Equity, Diversity, and Inclusion 2021 Work Plan**

### Town Operations

1. Require all Town Departments to use a lens of justice, equity, diversity, and inclusion in the:
  - a. Development of the Town budget, Capital Improvement Program, General Plan (see more information below), and other guiding documents;
  - b. Delivery of Town services; and
  - c. Creation of all new programs, projects, and policies.
2. Examine all proposed policies and ordinances in the context of promoting, facilitating, and improving justice, equity, diversity, and inclusion in Los Gatos. This work will be done by the Council Policy Committee, appropriate Town Boards, Committees, and Commissions, and the Town Council.
3. Complete gender neutralization of the Town Code to eliminate older language that contains increasingly obsolete gender-specific terms such as “she,” “he,” “chairman,” “policeman,” and other gender-specific terminology that is not inclusive.

### Community Engagement

4. Expand the Town’s community engagement to include more black, indigenous, and people of color.
5. Continue its community conversations in 2021, including a review and discussion of the Police Department’s Use of Force Policy and other topics.

### Town Boards, Committees, and Commissions

6. Recruit Town Board, Committee, and Commission members to reflect diverse communities of color, identity, and backgrounds.
7. Incorporate diversity, equity, and inclusion into the work of all Town Boards, Committees and Commissions and to discuss these efforts with the Town Council and the public.

### Transparency in Government

8. Expand access to Town records and information to further demonstrate the Town’s commitment to transparency in governmental operations.

### Police Reforms

9. Review at a Town Council meeting, the quarterly progress made on Police Reforms, including independent investigations, mental health/homeless support, traffic stop data, and options for non-emergency calls.
10. Establish the Independent Police Auditor function and promote it to the community in hopes that people will feel comfortable coming forward with concerns and complaints.
11. Continue to strengthen the Police Department relationship with the County Behavioral Health services staff and Mobile Crisis Response Team.
12. Finalize collateral duties for the Police Department Vulnerable Population Coordinator.
13. Analyze and present more detailed traffic stop data to understand trends and determine appropriate actions.
14. Work toward the Police Chief’s goal for all Department personnel to exceed the minimum number of hours of training in de-escalation and crisis intervention.
15. Continuously review and update Department policies and procedures to ensure that it is employing the best practices for hiring, training, eliminating bias, and ensuring the public’s safety.

#### Town Personnel

16. Foster a more diverse workforce by updating job descriptions and minimum qualifications to encourage a broader set of candidates, promoting job opportunities using conventional and unconventional techniques to reach deeper into the talent pool, and encouraging professional development to expand skills and abilities.
17. Strengthen procedures to protect employees from bullying, racism, and other uncivil behavior.
18. Encourage justice, diversity, equity, and inclusion training for Town staff members and Departments.

#### Land Use

19. Complete the General Plan update, including a new Racial, Social, and Environmental Justice Element with its associated goals, policies, and implementation actions.
20. Prepare the Housing Element to plan for the housing needs of all segments of the population.

#### Communications

21. Communicate actively on social media and in other forums to reinforce messages of inclusion, belonging, and welcoming.

## **DRAFT AGREEMENT FOR EXTERNAL JUSTICE, EQUITY, DIVERSITY, AND INCLUSION CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on August 18, 2021 by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and ALF Insights, American Leadership Forum, (“Consultant”), whose address is 1400 Parkmoor Avenue, #280, San Jose, CA 95126. This Agreement is made with reference to the following facts.

### **I. RECITALS**

- 1.1 The Town desires to engage Consultant to provide external/community Justice, Equity, Diversity, and Inclusion (JEDI) consultant services.
- 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 Scope of Services. Consultant shall provide services as described in that certain Scope of Work, Timeline, and Fee Schedule sent to the Town on August 9, 2021, which is hereby incorporated by reference and attached as Exhibit A. Services include engagement with Town partners and Town leadership to assess the level of understanding of JEDI services and identify barriers and opportunities; recommendations, metrics and objectives for ongoing engagement with the community; an assessment of gaps and blind spots to identify clear overarching goals for the Town’s efforts; and coaching support for Town staff.
- 2.2 Term and Time of Performance. This contract will remain in effect from August 18, 2021 to February 28, 2022. Consultant shall perform the services described in this agreement as follows:  
  
Phase I: Discovery: September – November 2021  
Phase II: Implementation: December 2021 – February 2022  
Advisement/Management: Throughout duration of contract
- 2.3 Compliance with Laws. 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 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. 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 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 Compensation. Compensation for Consultant's professional services **shall not exceed \$54,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. 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 Availability of Records. 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 Assignability and Subcontracting. 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:

Agreement for External Justice, Equity, Diversity, and Inclusion Consultant Services with ALF

Attachment 2



- 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 All Coverages. 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 Workers' Compensation. 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 Indemnification. 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 Waiver. 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 Governing Law. 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 Termination of Agreement. 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 Amendment. 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 Disputes. 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 Notices. 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

American Leadership Forum Silicon Valley  
1400 Parkmoor Avenue, #280  
San Jose, CA 95126

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 Entire Agreement. 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

Approved as to Form:

\_\_\_\_\_  
Robert Schultz, Town Attorney

\_\_\_\_\_  
Printed Name and Title

Attest:

\_\_\_\_\_  
Shelley Neis, MMC, CPMC  
Town Clerk



**Town of Los Gatos Justice, Equity, Diversity, and Inclusion (JEDI) Project**  
**ALF Insights, American Leadership Forum Silicon Valley**  
**Scope of Work Revised**

**Overall Approach and Philosophy** ALF Insights (ALFI) is committed to bringing groups of people together in spaces of productive tension in order to build deeper relationships that lead to the creation of powerful community impact. ALF Insights knows, through its many years of working with diverse groups, that the creation and maintenance of relationships is critical for the success of any impact-based team. In order for members of a team to begin to engage with the work at hand, they have to be able to successfully take risks with each other in order for the ultimate products to have full buy-in and be responsive to the organization's and the community's needs. The ability for members to authentically share their personal and professional value propositions, and to seek common ground, is inherently connected to the quality of relationship within the team.

Along with developing the community's ability to have productive dialogue, ALF Insights layers into this work an intentional lens of race equity through an analysis of power and education on root cause analysis. This work, done in networks designed to create impact, is essential to the final products. *In order to achieve this, ALF SV works to design a highly personalized program that will move both relationships and impact forward.* It is important to note that this is not a linear process as vigorous, generative impact teams are a picture of evolving social relationships **AND** a robust platform for sustained production and impact.

**Implementation and Mechanisms for Engaging the Community**

ALFI intends to scope the work on the first two priority work items listed in Addendum No.2. As we look to engage the groups identified in the RFP, ALFI believes it is crucial to create a replicable framework for community engagement that will stand the test of time. This is not only good for community relationships, it allows for more efficient activation processes to gain input from the people of Los Gatos utilizing an already developed network of leaders from across the community.

As ALF considers the **spectrum of engagement**, we look at the following framework:

- **What is the intent or purpose of the engagement?** (Inform, Educate, Collaborate, Input)
- **What is the process for ensuring diversity of feedback within manageable settings?** (Authenticity, Technological Solutions, Leveraging Existing Networks, Effective Meeting Structures)
- **What is the feedback mechanism to and for the community?** (Transparency)
- **What is the engagement plan for the life of the project?** (Approval, Build, After Build)

Having the Town of Los Gatos consider this framework from the beginning is critical to creating a frame that sets up the community for productive dialogue across differences of opinion. It also sets up the community to be a part of an on-going process of engagement, improves relationships between the Town of Los Gatos and community groups, and allows for the Town to realistically resource the engagement end of their projects. The creation of a core impact network and sustained community engagement model allows for the development of critical relationships across different sectors, spheres

Exhibit A



of influence, viewpoints and methodologies. These dialogue and engagement opportunities will ultimately support the Town of Los Gatos in the realization of the 2021 JEDI Plan.

**Overall Project Goals** ALFI believes that this work happens over time, is not linear, and takes an emphasis on authentic engagement, high quality dialogue across spaces of tension and difference and clear goals and outcomes. The goals below are based on Priority Work Areas #1 from Addendum No. 2.

- To strengthen the 2021 work plan with goals, objectives, and metrics for efforts externally with the broader community through leveraging current Town partnerships and identifying new partners. This includes specifically:
  - Building out engagement to include more Black, Indigenous, and People of Color.
  - Continuing community conversations in 2021, including a review and discussion of the Police Department’s Use of Force Policy and other topics as identified.

**Detailed Scope of Work, Timeline and Fee Schedule**

The scope of work for this project is based on the above listed overall goals. The intent of the scope is to provide clarity for both ALFI and the Town of Los Gatos (TLG) about expectations and deliverables against the stated goals. ALFI recognizes that over the course of a project, things may occur that require the project to pivot in a new direction or by the same token, demonstrate restraint in which direction to focus on. The costs indicated below are a reflection of both the scope and this need to be nimble and responsive to the needs of the project. Please note that the main point of contact will be Jenny Niklaus, ALFI Principal. She will coordinate the work of all faculty that are used for the project. The roles of the faculty will be refined through the final negotiation process. The cost and timeline below is based on a six month engagement. Please note that we believe in order for this project to be successful, it will require 12-24 months of work. As it is scoped now, there is no plan for the engagement of the community beyond the initial discovery phase.

<u>Phases</u>	<u>ALF Insights Project Management and Facilitation</u> <u>Town of Los Gatos JEDI Services</u>
<u>Work Streams</u>	<p><b>Discovery</b></p> <ul style="list-style-type: none"> <li>• Engage community partners and stakeholders through meetings with the group and group leaders to assess their level of understanding the current JEDI efforts, identify barriers and opportunities and create buy-in to the process.                             <ul style="list-style-type: none"> <li>○ Community groups include the Los Gatos Chamber of Commerce, Los Gatos Anti-Racism Coalition, faith-based organizations, service organizations, Los Gatos Saratoga Recreation, local schools, and other identified community leaders.</li> </ul> </li> </ul> <p><b>Implementation</b></p>

	<ul style="list-style-type: none"> <li>Based on the recommendations gleaned through the discovery process, ALFI will set up metrics and objectives for the on-going process of engagement and dialogue with the community.</li> <li>Based on the engagement detailed above, ALFI will provide an assessment of gaps and blind spots in order to identify clear overarching goals for the Town’s efforts.</li> </ul> <p><b>Advisement/Management</b></p> <ul style="list-style-type: none"> <li>Work with the City Manager and city staff to provide coaching around the implementation of the project.</li> <li>Meeting and coordination for the project</li> </ul>
<b><u>Deliverables</u></b>	<p><b>Discovery</b></p> <ul style="list-style-type: none"> <li>Conduct meetings with community partners and city leadership and produce a written report that identifies the level of understanding of the current JEDI efforts and the barriers and opportunities that are perceived by the various groups.</li> <li>Make recommendations as to next steps in the development of the JEDI goals and on-going engagement structure for the community.</li> </ul> <p><b>Implementation</b></p> <ul style="list-style-type: none"> <li>Deliver structure and objectives for the on-going process of community engagement.</li> <li>Deliver an assessment of gaps and blind spots within the plan along with recommended additions, deletions and points of clarity in the plan.</li> </ul> <p><b>Advisement/Management</b></p> <ul style="list-style-type: none"> <li>Provision of coaching support for city staff</li> <li>Planning and coordination meetings with city team, other consultants and ALFI team</li> </ul>
<b><u>Total Cost</u></b>	<b>\$54,000</b>



**Town of Los Gatos: JEDI Plan Timeline and Fee Schedule Revised**

<b>Year</b>	<b>Month</b>	<b>Deliverables</b>	<b>Team Member</b>	<b>Cost</b>
<b>2021-2022</b>	<b>3 months: Discovery</b>	Conduct meetings with community partners and city leadership and produce a written report that identifies the level of understanding of the current JEDI efforts and the barriers and opportunities that are perceived by the various groups.	Jenny Niklaus (40 hours per month)	\$20,000
		Make recommendations as to next steps in the development of the JEDI goals and on-going engagement structure of the community.	2 Faculty (20 hours per month)	\$10,000
	<b>2-3 months: Implementation</b>	Deliver structure and objectives for the on-going process of community engagement.	Jenny Niklaus (40 hours total)	\$7,000
		Deliver an assessment of gaps and blind spots within the plan along with recommended additions, deletions and points of clarity in the plan.		
	<b>Advisement/Management</b>	Provision of coaching support for city staff	Jenny Niklaus (16 hours per month)	\$17,000
		Planning and coordination meetings with city team, other consultants and ALFI team		
				<b>\$54,000</b>

## **DRAFT AGREEMENT FOR INTERNAL JUSTICE, EQUITY, DIVERSITY, AND INCLUSION CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on August 18, 2021 by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and ReadySet (“Consultant”), whose address is 4505 S. Slauson Avenue #205, Los Angeles, CA 90230 (headquarters) and 548 Market Street, PMB 98302, San Francisco, CA 94104 (mailing). This Agreement is made with reference to the following facts.

### **I. RECITALS**

- 1.1 The Town desires to engage Consultant to provide internal Justice, Equity, Diversity, and Inclusion (JEDI) consultant services.
- 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 Scope of Services. Consultant shall provide services as described in that certain Proposal for Justice, Equity, Diversity, and Inclusion Consultant Services sent to the Town on August 10, 2021, which is hereby incorporated by reference and attached as Exhibit A. Services include internal organizational assessment and roadmap development.
- 2.2 Term and Time of Performance. This contract will remain in effect from August 18, 2021 to December 31, 2021. Consultant shall perform the services described in this agreement as follows:  
  
Phase I: Organizational Assessment: September – October 2021  
Phase II: Roadmap Development: November – December 2021
- 2.3 Compliance with Laws. 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 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.



- 2.5 Information/Report Handling. 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 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 Compensation. Compensation for Consultant's professional services **shall not exceed \$50,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. 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.

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Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.8 Availability of Records. 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.
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- 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

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- iii. 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.

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3.3 Workers' Compensation. 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.

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#### IV. GENERAL TERMS

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

ReadySet  
548 Market Street PMB 98302  
San Francisco, CA 94104

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 Entire Agreement. 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

Approved as to Form:

\_\_\_\_\_  
Robert Schultz, Town Attorney

\_\_\_\_\_  
Printed Name and Title

Attest:

\_\_\_\_\_  
Shelley Neis, MMC, CPMC  
Town Clerk



## Request For Proposal (RFP)

for

*JUSTICE, EQUITY, DIVERSITY, AND INCLUSION CONSULTANT SERVICES*

### **CONTACT INFORMATION**

**Contact Person:** Rachel Marcuse, Chief Operating Officer

**Phone Number:** (718) 216-4152

**E-mail Address:** [inbound@thereadysset.co](mailto:inbound@thereadysset.co)

**HQ Address:** 4505 S. Slauson Ave #205

Los Angeles, CA 90230

**Mailing Address:** 548 Market St. PMB 98302

San Francisco, CA 94104

# COVER LETTER

## Purpose

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The Town of Los Gatos (Town) is seeking proposals from qualified professional consultants (Proposers) to provide justice, equity, diversity, and inclusion (JEDI) consultant services. The Town intends to select a consultant to help expand and implement the 2021 work plan to inform how the Town can best approach JEDI goals both internally for the organization, and also externally with the broader community and through Town partnerships with local organizations. This document constitutes a proposal by [ReadySet](#) in response to the *Request for Proposals for a Diversity, Equity and Inclusion Consultant*, as a firm who can take the lead in the design, development, and implementation of these tasks.

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## ABOUT US

### Who Are We?

ReadySet is a high-touch boutique consulting firm specializing in making more human-centric, inclusive work environments for clients spanning across industries from tech, to nonprofits, to social change organizations. Our team leverages decades of academic and professional experience to bring you tailored, data-driven strategies and learning solutions.

### Our Philosophy

ReadySet is a values-based organization and our human centered values are embedded into all the work that we do. The work surrounding diversity, equity and inclusion can be challenging and complex, so we always lead with **empathy** and operate with a **growth mindset**. We aim to bring people and organizations along in their JEDI journey, while pushing them to grow. We also know that engaging with JEDI work is an iterative process that takes time and intention to be done well and sustainably, but we approach this challenge **enthusiastically** -- it is our calling. We find **creative** solutions for JEDI challenges through our high-touch, personalized process. Above all, we value **integrity**. With Los Gatos, our ultimate goal is to partner in developing the Town's approach to its JEDI goals through expanding and implementing elements of the 2021 work plan. In doing so, we aim to further the Town's mission of building an inclusive workplace internally and in supporting its broader community externally.

### Our Approach

While no one has perfected justice, equity, diversity, and inclusion (JEDI), we strive for better practices for our public sector clients through:

- Tailored and Integrated Design – The government context is unique and for Los Gatos this is especially the case. A successful JEDI integration must then be strategically embedded across all parts of Los Gatos from internal practices to external programming.
- Participatory and Consultative Approach – ReadySet also believes that a collaborative approach is most conducive for the successful implementation of JEDI work. Clients and stakeholders will be involved in all phases of our potential engagement.
- Understanding Intersectionality – As a company founded and led by a woman of color with a background in social and civil justice work, we believe that JEDI approaches that leave people behind cannot truly be considered effective. We strive to incorporate our team’s own diverse identities and perspectives into our work.
- Emphasizing Data – To ensure we drive successful initiatives that are targeted and high impact, we ground our work in data collected during the assessment and best practice research to develop a baseline to benchmark our initiatives in the long term.
- Building Capacity Using Adaptive Learning Methods – Our pedagogical approach utilizes a range of different types of learning with an emphasis on interaction. We build individuals’ capacity through highly interactive and experiential learning. We emphasize practical application of tools that participants can immediately implement.

## Our Experience

Our seasoned network of consultants is composed of professionals with decades of experience organizing around justice, equity, diversity, and inclusion (JEDI) as well as a deep mastery in the areas of learning and development, strengths-based management, people policy, organizational development and sexual harassment prevention. Our incredibly diverse team also exists on the spectrum of identities and backgrounds; over half are women-identified, over half are People of Color and more than a third are LGBTQ+. In addition to identity aspects, we bring a breadth of experience in academia -- several of our consultants have PhDs in their respective subject areas -- and as practitioners in a multiplicity of industries, including non-profit and social impact organizations (Team Bios found in [Addendum](#) and [website](#)). Importantly, we are familiar with the nuances of community engagement in the government context, with specific experience in police reform.

## REVIEW OF SCOPE OF SERVICES

### Overview of Our Plan

The work that the Town of Los Gatos is doing to address justice, equity, diversity, and inclusion (JEDI) matters is commendable. Recognizing the value that a JEDI focused consultancy can bring to the Town demonstrates the priority and value placed on this endeavor and indicates the importance of the investment the Town has made in making significant progress towards its 2021 JEDI work plan. ReadySet



will collaborate with the Town to finalize a comprehensive scope of assessment services including their strategic development and tactical implementation -- with a focus on the internal staff team.

While the final Scope of Services will be determined by the Town, ReadySet’s support may include the following:

- A comprehensive organizational assessment to achieve a deep understanding of the Town’s current cultural context and specific needs, keeping in mind the Town’s current JEDI plan, values, mission, and context. Activities may include: survey data analysis, comprehensive review of internal documents, and interviews with a diverse range of stakeholders to understand areas of concern as well as bright spots to build on.
- Advise and support on implementation of strategic activities and accountability mechanisms through measurable goals, objectives, and metrics.
- Develop a comprehensive and tailored training curriculum aligned with JEDI strategies and goals. The information gathered during the customized assessment will inform tailoring of learning and development sessions.

## Proposed Activities

As part of this engagement, we propose the following activities:

<b>#1 Organizational Assessment &amp; Needs-Gap Analysis</b>	
<p>We will conduct a comprehensive organizational assessment to achieve a deep understanding of the Town of Los Gatos current cultural context, leadership vision, and specific needs, keeping in mind their values, mission, context. Given the extensive work done prior to our potential partnership, we will be in a strong position to support a plan that is already in progress. The data collected during the assessment will identify any potential gaps of how JEDI fits into and informs organizational processes and other related policies. From that point, we will provide a baseline from which to measure success, as well as incorporating community perceptions and fluency around JEDI with a focus on the internal staff team.</p>	
<b>Scope</b>	<b>Work Process</b>
<p><b>Goal:</b> To establish a baseline understanding of opportunities and areas of growth in the Town’s current operating context, culture and 2021 JEDI Strategic plan.</p> <p><b>Activities will include:</b></p>	<p>Survey design and implementation (3-4 weeks)</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 20px;"/>

- Survey Analysis -- ReadySet will work collaboratively with the Town to design a JEDI/engagement survey -- ReadySet highly recommends contracting with a third party survey provider.
- Policy Review - ReadySet will review pertinent written materials related to Town’s JEDI infrastructure and culture, people processes (i.e., practices from recruitment → offboarding), and internal and external communication.
- Qualitative Assessment - Conduct independent interviews and focus groups, to obtain additional feedback and provide qualitative assessment of DEI within the staff group.
- Findings Analysis & Presentation: The data collected will be analyzed to ascertain alignment with best practices, target focus areas and assign priorities/ next steps.

Data Analysis of current documents (2-3 weeks)

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1:1 Stakeholder interviews and focus groups (8 -10 participants per focus group)

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Analysis and synthesis of quantitative and qualitative data sources

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**Deliverables:**

- Data visualization (graphs) and insights for Findings Document
  - Findings & Recommendations Deck
  - 90-minute report out to leadership
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## #2 Roadmap Development

After examining the Town’s organizational context and practices, we will move into the strategy phase of the engagement. We will work in close collaboration with the Town’s Leadership Team to develop a holistic, integrated strategy that will support and further strengthen the Town’s long-term internal organizational development around diversity, equity and inclusion.

Scope

Work Process

**Goal:** To develop an actionable roadmap to support the Town in actioning on their 2021 JEDI Strategy in alignment with the findings & recommendations from assessment and needs-gap analysis.

**Activities will include:**

- **Strategic Alignment Sessions:** A series of executive sessions facilitated by ReadySet to drive strategic next steps. During these discussion(s), leaders will be encouraged to provide feedback on the data gathered and trends observed, share personal experiences and priorities related to JEDI and consider how these recommendations align with high-level goals for the organization in the 2021 JEDI plan.
- **Roadmap Development:** Bank of advisory hours for roadmap development /implementation of the 2021 JEDI Strategy. These hours can be used for developing timelines and building metrics to measure success and accountability. ReadySet will advise and offer direct support on key activities and initiatives as necessary.

1x Kick Of Meeting

3x Executive Sessions

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Bank of 20 hours available ad hoc for roadmap development including metrics/timeline/benchmarking

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**Deliverables:**

- 3X Executive Sessions
- ReadySet will support on the strategic plan itself but not be responsible for delivering it



## Proposed Timeline and Budget

The estimated completion dates and budget for the proposed activities is as follows and incorporates our non-profit discount. The estimated completion dates and fee schedule for the proposed activities is as follows and incorporates our non-profit discount. Please note that these dates and prices will be finalized as part of scoping and contracting conversations. This is only a sample schedule. Our team is available to start in September, 2021.

<b>Phase 1: Organizational Assessment</b>			
<b>Work Process</b>	<b>Staffing/Hours</b>	<b>Timeline</b>	<b>Pricing</b>
<i>Survey Analysis and Document Review</i>	Co-design of JEDI survey and ReadySet People Science team data analysis (up to 15 hours)  Document Review (up to 15 hours)	September/ October	
<i>Interviews and Focus Groups</i>	Up to 35 hours for up to 1:1 interviews and focus groups, includes additional hours for coordination and project management. Aim to talk to 25 - 50 people through 1:1s and Focus Groups (up to 30 hours)		
<i>Findings Synthesis</i>	Review and synthesis of findings (up to 30 hours)  One 90-minute report-back to Task Force and/or Leadership (optional report back to full staff team \$2,000 not scoped)		
	<b>Phase #1 Total:</b>		<b>\$36,000</b>

<b>Phase 2: Roadmap Development</b>			
<b>Work Process</b>	<b>Staffing/Hours</b>	<b>Timeline</b>	<b>Pricing</b>

<i>Strategic Planning Sessions</i>	Three (3) 90-minute collaborative working sessions		\$9,000 for 3 working sessions
<i>Roadmap Development</i>	Advisory on strategic plan/roadmap and/or metrics (up to 15 hours)	November/December	Up to 15 hours at a discounted price
	<b>Phase #2 Total:</b>		<b>\$14,000</b>

### Cost Structure

Compensation will be billed at the rates elaborated in the budget above. Typically, we expect the only expenses for our engagement to be travel-related to account for on-site assessments, presentation of deliverables and training sessions, However, we expect to use video/phone calls for many if not all elements of the engagement given our current public health climate.

ReadySet uses the GSA guidelines for expense reimbursements which will be passed through to the client on monthly invoices.

## EXPERIENCE & EXPERTISE

### Qualifications

ReadySet’s past and present client roster spans the gamut of professional arenas. Our recent work has included multiple non-profit, public sector and government entities at all sizes, including large-scale, long-term engagements. We are also specifically adept to the unique needs of these types of organizations in the State of California due to multiple past engagements. Our high-touch, highly tailored approach allows our consultants to readily adapt to the unique structural needs and goals of government client work. We are especially sensitive to the nature of confidentiality and legal needs in these institutions and the impact this work can make on both institutional employees as well as the constituent communities these institutions serve.

Our collective team has deep, diversified experience in public policy, social justice and community engagement. Our CEO and founder, Y-Vonne Hutchinson, comes from a background in human rights law where she worked on law and policing reform at an international scale in countries such as Thailand and Afghanistan. She has also co-founded the Black Tech for Black Lives group in Oakland, which focused on issues of police reform in the Oakland area. She, along with additional consultants, have extensive experience developing spaces for conversation and actionable change between government and grassroots community organizations.

As ReadySet has grown, we have honed our ability to advise on community engagements and external public programming from varying and wide-spanning perspectives, using holistic, tailored, evidence-based approaches. Most recently, we began a far-reaching engagement with the California State Assembly, evaluating JEDI needs and concerns, strategizing for the future potential of this branch of state government and embedding into the fabric of the institution to actively implement said strategies in tandem with government leaders. Additionally, we have a strong past of interfacing and strategizing with government-adjacent and public service organizations of all sizes and at all stages of their JEDI journeys including the California Food Bank, NextGen America, Code For America and Mercy Housing. We pride ourselves on learning and growing along with each client as we explore the JEDI opportunities that exist within their organizations as well as identifying larger patterns in each sector to apply to future work.

## Team and Resources

ReadySet currently works with thirty consultants and facilitators who, based on their particular area of expertise, are able to lead and/or support any aspect of the work needed by the Town of Los Gatos.

Detailed bios can be found in our [Team page](#) or in the Addendum.

## References

*Due to ReadySet’s strict confidentiality policies, we are unable to share details of services or contract amounts for past or current clients.*

1. NextGen America	
Keith Yetter	Chief Operating Officer
<a href="mailto:keith.yetter@nextgenamerica.org">keith.yetter@nextgenamerica.org</a>	+1 (805) 748-4856
July-November, 2020	Address
<b>Summary of Activities:</b> ERG design, DEI Council development, executive coaching and tailored trainings for leaders, employee trainings at all levels, HR and communications initiatives	

<b>2. Mercy Housing</b>	
Jennifer Covert	Director of Mission Education and Values Integration
<a href="mailto:jcovert@mercyhousing.org">jcovert@mercyhousing.org</a>	+1 (303)-830-3485
Contract Period	1600 Broadway, Denver, CO 80202
<b>Summary of Activities:</b> Highly tailored workshops for wide-spanning and more targeted groups, DEI strategy and solution implementation, additional advisory	
<b>3. University of California San Francisco</b>	
Jyothi Marbin	Director of the Pediatrics Leadership Program for the Underserved
<a href="mailto:jyothi.marbin@gmail.com">jyothi.marbin@gmail.com</a>	(510) 642-5482
February-November, 2020	505 Parnassus Ave, San Francisco, CA 94143
<b>Summary of Activities:</b> Multiple customized workshops at all levels, facilitated discussions, strategic progress evaluation, additional advisory	

**OTHER ELEMENTS OF THE WORK**

**Notable Considerations**

For clarity, we believe it is also important to lay out what ReadySet will not be working on as part of this engagement. We will not be providing the following:

- **Employment law;** while we are well-versed in national employment law issues and have lawyers on our team, we will not be serving as outside counsel.
- **Administration and coordination;** while we will work with the organization on scheduling and coordination as related to our work as part of the billable hours or any other micro administration better handled in-house by the Town itself.

## Project Management and Support

The Town's point of contact through the RFP process will be Rachel Marcuse at [inbound@thereadysset.co](mailto:inbound@thereadysset.co). After contracting, the Town will be coordinating with the assigned project lead and consultant(s) directly.

At ReadySet, we pride ourselves on our responsiveness. We expect to be available on the same day for urgent issues, within 24 hours for time sensitive issues and within 72 hours for other email or phone correspondence. Some of our consultants are with us part time so we ask for your flexibility with scheduling.

### **NEXT STEPS**

We hope this proposal addresses your needs. We look forward to talking through this proposal with you in more detail and incorporating your thoughts and clarifications. If we decide to move forward, we will follow-up with our standard services agreement. Please reach out to your point of contact, Chief Operating Officer, Rachel Marcuse, with questions or further details.





**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/2021

ITEM NO: 14

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**DATE:** August 17, 2021  
**TO:** Mayor and Town Council  
**FROM:** Laurel Prevetti, Town Manager  
**SUBJECT:** Introduction and First Reading of an Ordinance Amending the Los Gatos Town Code to Include Gender-Neutral Pronouns by Eliminating any Gender Preference Language Within the Los Gatos Town Code and Amending Sections Regarding Grammatical Interpretation to Indicate that Whenever a Gender-Neutral Personal Pronoun is Used, it Shall be Deemed to Include the Feminine and Masculine Also

**RECOMMENDATION:**

Accept public comment and then move for the introduction and first reading of an Ordinance, by title only, amending the Los Gatos Town Code to include gender-neutral pronouns by eliminating any gender preference language within the Los Gatos Town Code and amending sections regarding grammatical interpretation to indicate that whenever a gender-neutral personal pronoun is used, it shall be deemed to include the feminine and masculine also.

**BACKGROUND:**

In 2017, in recognition of growing gender equality awareness, the California Legislature introduced and passed Senate Bill 179 Gender Identity: female, male, or non-binary, which was signed into law and took effect in 2019. SB 179 provided for a third gender option on the state driver's license, identification card, and birth certificates.

The League of California Cities saw the need to develop a Best Practices guide for city officials and city staff related to new state laws, policies, and practices that promote inclusive workplaces. Included in the list of recommendations is for municipalities to replace all gendered terms within their Municipal Code with gender-neutral terms.

**PREPARED BY:** Shelley Neis  
Town Clerk

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

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PAGE 2 OF 3

SUBJECT: Introduce Amendments to the Town Code to Include Gender-Neutral Pronouns  
by Eliminating any Gender Preference Language

DATE: June 25, 2021

DISCUSSION:

At the January 26, 2021 Strategic Priorities Setting session, Council adopted the Town Attorney's Potential Ordinances and Policies list which ranked gender neutralization of the Town Code fourth in priority.

The Town Clerk contracted with Municipal Code Corporation, the Town's codifier, to review the Town Code and provide a Gender-Neutral Report (Attachment 2) and draft ordinance (Attachment 1) that incorporates the suggested changes. If adopted, subject to approval by the Town Attorney, Municipal Code Corporation has authority to degenderize the Los Gatos Town Code to update pronouns when appropriate and update future ordinances by making changes such as the following:

- Gendered subject (he, she, etc.), object (him, her, etc.), and possessive (his, hers, etc.) pronouns shall be replaced by a gender-neutral description of the pronoun referent's title of office, employment, or descriptor. For example, where a code section refers to a "Director" all subsequent gendered pronouns shall be replaced by "the Director" in subjective case, "that Director" in the objective case, and "the Director's" in the possessive case.

CONCLUSION:

After accepting public comment, staff recommends that Council move for the introduction and first reading of an Ordinance, by title only, amending the Los Gatos Town Code to include gender-neutral pronouns by eliminating any gender preference language within the Los Gatos Town Code and amending sections regarding grammatical interpretation to indicate that whenever a gender-neutral personal pronoun is used, it shall be deemed to include the feminine and masculine also.

COORDINATION:

This report was coordinated with the Town Attorney's Office and the Town Manager's Office.

FISCAL IMPACT:

Phase I for Municode to conduct a complete review of the Town Code to identify all Code language in need of gender-neutral revision is \$5,100, to be paid in FY 2020/21. Phase II to codify the Town Code to incorporate the revisions is \$3,400, to be paid in FY 2021/22. Funds have been budgeted.

PAGE 3 OF 3

SUBJECT: Introduce Amendments to the Town Code to Include Gender-Neutral Pronouns  
by Eliminating any Gender Preference Language

DATE: June 25, 2021

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft Ordinance
2. Gender-Neutral Report by Municode

**DRAFT ORDINANCE**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS, CALIFORNIA,  
AMENDING THE LOS GATOS TOWN CODE TO MODIFY ANY AND ALL MASCULINE  
AND/OR FEMININE LANGUAGE TO GENDER NEUTRAL PRONOUNS**

**WHEREAS**, the Los Gatos Town Code contains mostly masculine pronouns; and

**WHEREAS**, all genders are created equal; and

**WHEREAS**, amending the Los Gatos Town Code to include gender-neutral pronouns by eliminating any gender preference language within the Angleton Code will promote equality.

**NOW, THEREFORE, THE PEOPLE OF THE TOWN OF LOS GATOS AND THE TOWN COUNCIL  
DO HEREBY ORDAIN AS FOLLOWS:**

**SECTION I**

INCORPORATION OF RECITALS. The Town Council of the Town of Los Gatos finds that all Recitals are true and correct and incorporate them herein by this reference.

**SECTION II**

The pronouns throughout the Los Gatos Town Code are amended to promote gender-neutral pronouns.

**SECTION III**

Subject to final approval by the Town Attorney, the Municipal Code Corporation has authority to degenderize the Los Gatos Town Code and update pronouns when appropriate, which authority includes the updating of future ordinances, by making changes such as the following:

- Gendered subject (he, she, etc.), object (him, her, etc.) and possessive (his, hers, etc.) pronouns shall be replaced by a gender-neutral description of the pronoun referent’s title of office, employment, or descriptor. For example, where a code section refers to a “director” all subsequent gendered pronouns shall be replaced by “the Director” in subjective case, “that Director” in the objective case, and “the Director’s” in the possessive case.

ATTACHMENT 1

**SECTION IV**

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 17<sup>th</sup> day of August 2021, and adopted by the following vote as an ordinance of the Town of Los Gatos at a regular meeting of the Town Council of the Town of Los Gatos on the \_\_\_\_ day of \_\_\_\_\_ 2021. This ordinance takes effect 30 days after it is adopted. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the Town Council and a certified copy shall be posted in the office of the Town Clerk, pursuant to GC 36933(c)(1).

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_

## Gender Neutralization Report for the Town of Los Gatos, CA

Changing the term "he" to "they;"  
 Changing the term "she" to "they;"  
 Changing the term "his" to "their;"  
 Changing the term "her" to "their;"  
 Changing the term "him" to "them;"  
 Changing the term "himself" to "themselves;"  
 Changing the term "herself" to "themselves;"  
 Changing the term "workman" to "worker;"  
 Changing the term "workmen" to "workers;"  
 Changing the term "man or woman" to "person;"  
 Changing the term "men or women" to "persons;" and

Additional terms, such as:

- "male"
- "female"
- "airmen"
- "foreman"
- "man-made"
- "workmanlike"

were found in review of the Code of Ordinances, and where they were identified, suggestions were made as to language that would more reasonably confer gender neutrality.

<i>Code Section</i>	<i>Text</i>	<i>Context Change (If Needed)</i>
1.30.040	(d) The failure of any recipient of an administrative citation to appear at the administrative citation hearing shall constitute a forfeiture of the penalty and a failure to exhaust <b>his</b> or <b>her</b> administrative remedies.	
1.30.045	(b) If the Hearing Officer determines that the administrative citation should be upheld, <b>he</b> or <b>she</b> shall impose a penalty not to exceed the maximum provided in the schedule of administrative penalties adopted by the Town Council resolution in effect on the date when the violation occurred.	
2.50.205	(c)(7) Should a Citizen Appointee resign or otherwise leave office prior to the end of <b>his</b> or <b>her</b> term, the appointing Town Council member for that Citizen Appointee	

	shall, as soon as practicable, appoint a new Citizen Appointee to serve the remainder of the term.	
2.50.225	<p>(a)(3)a. The Town Manager shall respond in writing to the Finance Commission providing <b>his</b> or <b>her</b> rationale for accepting or rejecting each of the Finance Commission's comments and recommendations prior to presenting the CAFR to the Town Council for formal consideration.</p> <p>(a)(3)b. The Town Manager may not present the CAFR to the Town Council for formal consideration unless or until <b>he</b> or <b>she</b> considers and responds in writing to all of the Finance Commission's comments and recommendations.</p>	
3.40.020	<p>(a) (1) <b>Male</b> or <b>female</b> genitals;</p> <p>...</p> <p>(4) <b>Female</b> breast below a point immediately above the top of the nipple; or</p> <p>(5) <b>Female</b> breast with only the nipple and areola covered.</p>	Replace with "human"
4.10.010	Health officer: The director of public health or any person authorized to act on <b>his</b> or <b>her</b> behalf.	
4.10.040	(a) ... If the owner or person in charge of any dead animal is unable to provide for burial or other disposition, <b>he</b> or <b>she</b> may request the animal control officer to dispose of the body of such animal.	
4.30.015	The animal control officer will give notice of impoundment to the owner of every animal impounded, if <b>he</b> or <b>she</b> is known, by either posting a written notice of the impound in a conspicuous place at the owner's residence, or personally delivering the notice to the owner on the day of the impound.	
4.30.030	(c) If the owner or person with the right to control the animal wishes to challenge the seizure or impoundment, <b>he</b> or <b>she</b> shall so advise the Town Manager, in writing, within seventy-two (72) hours after the seizure or impoundment.	
4.40.005	(a) The owner or person with the right to control any dog shall keep such dog under <b>his</b> or <b>her</b> own physical restraint by means of a leash not to exceed six (6) feet in length, or shall keep such dog confined behind a fence not less than six (6) feet high.	

	<p>(c)(1) Keep the dog under <b>his</b> or <b>her</b> own physical restraint by means of both a sturdy, non-retractable leash not to exceed three (3) feet in length and capable of restraining four (4) times the weight of the dog;</p> <p>(c)(4)\The Town Manager or designee may, in <b>his</b> or <b>her</b> discretion, require that a dangerous dog be maintained in an enclosed and locked pen or kennel having secured sides and a secured top attached to the sides, and having a secure bottom or floor attached to the side, or with sides embedded not less than two (2) feet into the ground.</p>	
4.40.010	<p>(b) No person shall allow the parturition and rearing of more than one (1) litter of dogs or cats in any one (1) calendar year from females owned by <b>him</b> or <b>her</b> or maintained on <b>his</b> or <b>her</b> premises without a valid permit from the Town Manager for a private kennel, commercial kennel, or animal shelter.</p>	
4.60.015	<p>(d)(1) The Town Manager shall have the authority to enter the animal facility when <b>he</b> or <b>she</b> has reason to believe that the provisions of the permit, this chapter or applicable state law, are being violated.</p>	
4.70.010	<p>Notwithstanding anything to the contrary, the Town Manager may deny or revoke a permit to keep or maintain any dangerous or exotic animal when, in <b>his</b> or <b>her</b> opinion:</p> <p>The Town Manager in <b>his</b> or <b>her</b> discretion may require any such animal to be properly caged, tethered, or restrained in zoo-type facilities that meet or are in addition to, or more restrictive than, state guidelines issued under the provisions of section 671 of title 14 of the California Code of Regulations and federal standards issued under chapter 1 of title 9 of the Code of Federal Regulations.</p>	
11.40.060	<p>(a) The Town Manager, or <b>his</b> or <b>her</b> designee, has primary responsibility for enforcement of this [article]. The Town Manager is authorized to promulgate regulations and to take any and all other actions reasonable and necessary to enforce this [article], including, but not limited to, investigating violations, issuing fines, and entering the premises of any retail establishment during business hours.</p> <p>(b) If the Town Manager or <b>his</b> or <b>her</b> designee determines that a violation of this [article] has occurred, he/she will issue a written warning notice to the operator of</p>	



	a retail establishment that a violation has occurred and the potential penalties that will apply for future violations.	
12.10.020	<i>Fill (embankment)</i> means the deposit of soil, rock or other materials placed by <b>man</b> and includes the conditions resulting therefrom.	
13.20.230	(1) Materials recognized in the official United States Pharmacopoeia, official Homeopathic Pharmacopoeia of the United States, or official National Formulary, or any supplement to any of them if such materials are intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in <b>man</b> or other animals; hormones; enzymes; and aflatoxins.	
14.20.115	A "peddler" is every person not having a regularly established place of business in the Town who travels from place to place, or has a stand upon any public street, alley or other public place, doorway or any building, unenclosed or vacant lot, or parcel of land, who sells, offers for sale, any goods, wares or merchandise in <b>his</b> possession.	
14.80.020	<i>Affected tenant.</i> A tenant whose terms and conditions of rental relationship with <b>his</b> or <b>her</b> landlord are changed by a proposed rent increase or other change in terms and conditions governed by this article.	
14.80.315	(c)(1) In the case of increased costs of debt service due to a sale or refinancing of the rental units or the building or property of which the units are a part within twelve (12) months of the increase the arbitrator shall consider evidence presented to <b>him/her</b> by either party on any of the factors contained in this part (1) and in parts (2) through (6) of this subsection (c).	
14.85.035	(a) <i>Criminal penalty.</i> No person shall demand, accept, receive or retain any rent in excess of the amounts allowed under this article. Any person may file a complaint regarding an alleged violation of this article with the Town's agent. The Town Attorney is authorized, in <b>his/her</b> discretion, to investigate and prosecute any such complaints. Any person found to have demanded, accepted, received or retained any rent in excess of the amounts allowed under this article is guilty of a misdemeanor.	
14.85.125	(b) <i>Submission of tenant's petition for a reduction in service.</i> A tenant who wishes to reduce any current rents on the basis of a reduction in service may file a petition with the Town's agent. Upon receipt, the Town's agent shall send a ballot to each affected tenant to determine <b>his/her</b> support for the petition.	

<p>14.85.415</p>	<p>(c)(1) <i>Introduction and opening statement.</i> The mediator will introduce <b>him/herself</b>, identify all attendees, circulate a sign-in sheet, and briefly explain the mediation process.</p> <p>(c)(5) The parties and the mediator are encouraged to conclude the mediation in one (1) session, but if the mediator in <b>his/her</b> discretion concludes that an additional session will be helpful to resolution, and the parties agree to attend an additional session, an additional session will be scheduled.</p>	
<p>14.100.015</p>	<p>(i) <i>Town Manager.</i> The Town Manager or <b>his</b> or <b>her</b> designee.</p>	
<p>14.100.035</p>	<p>(12) The applicant refuses to indicate in writing that <b>he</b> or <b>she</b> will comply with all terms and conditions if the permit.</p>	
<p>14.110.015</p>	<p><i>Police Chief</i> means the Los Gatos/Monte Sereno Police Chief or <b>his</b> or <b>her</b> designee.</p>	
<p>14.110.020</p>	<p>(a) Physicians, surgeons, chiropractors, acupuncturists, osteopaths, registered nurses, physical therapists or other health professionals who are duly licensed to practice their respective professions under the laws of the State of California when engaging in such practice within the scope of <b>his</b> or <b>her</b> license.</p>	
<p>14.110.025</p>	<p>(a) No person, firm, association, partnership, corporation or other entity shall have an ownership interest in or operate a Massage Establishment without first obtaining a Massage Establishment Permit from the Police Chief or <b>his/her</b> designee.</p>	
<p>14.110.035</p>	<p>(a)(11) Whether the applicant has ever operated or been employed at any business which has been the subject of an abatement proceeding under the California Red Light Abatement Act (California Penal Code Sections 11225 through 11325) or any similar laws in other jurisdictions. If the applicant has previously worked at such a business, <b>he/she</b> should state on the application the name and address of the business, the dates on which the applicant was employed at such business, the name and location of the court in which the abatement action occurred, the applicable case number and the outcome of the abatement action;</p> <p>(a)(13) The name and address of the owner of the real property upon or in which the business is to be conducted. In the event the applicant is not the legal owner</p>	

	<p>of the property, the application must be accompanied by a copy of the lease and a notarized acknowledgment from the owner of the property that a Massage Establishment will be located on his/her property;</p> <p>(a)(17) A statement under penalty of perjury that the applicant has not knowingly and with the intent to deceive made any false, misleading or fraudulent statements or omissions of fact in his/her application or any other documents required by the Town to be submitted with the application;</p>	
<p>14.110.040</p>	<p>(b)(4) The applicant has made a false, misleading or fraudulent statement or omission of fact in his/her application or other materials submitted with the application;</p> <p>(b)(10) If an Establishment Permit or a renewal thereof is approved, the Police Chief may include such restrictions and conditions in the Establishment Permit as he or she deems reasonable and necessary under the circumstances to ensure compliance with the purposes and intent of this Article.</p> <p>(c) <i>Notice to applicant of grant or denial of application.</i> The Police Chief shall give written notice to the applicant of the grant or denial of the application for a permit by certified mail or by personal service. If the application is denied, the notice shall advise the applicant of the reasons for the denial and of his/her right to appeal the decision to the Town Manager through the procedures set forth in subsection (d) below.</p> <p>(d)(3) <i>Hearing before the Town Manager or designee.</i> At the hearing, both the applicant and the Police Chief shall have the right to appear and be represented by counsel, and to present evidence and arguments relevant to the grounds on which the decision to deny the application is appealed. The burden of proof shall be on the applicant to demonstrate that he/she meets the qualifications for a Massage Therapist Permit and is entitled to the issuance of such permit.</p>	

<p>14.110.060</p>	<p>(a) <i>Touching of sexual and genital parts of client during massage.</i> No Certified Massage therapist, or any other employee or contractor of a Massage Establishment shall place either his/her hand or hands upon, or touch with any part of his/her body, a sexual or genital part of any other person in the course of a massage, or massage a sexual or genital part of any other person. Sexual and genital parts shall include the genitals, pubic area, anus or perineum of any person or the vulva or breast of a female. In the case of breast massage, female clients shall sign a written consent form, provided by the establishment and/or practitioner prior to providing breast massage.</p> <p>(b) <i>Uncovering and exposure of sexual and genital parts before, during or after massage.</i> No Certified Massage Therapist, Certified Massage Practitioner, or other employee or contractor of a Massage Establishment shall uncover and expose the sexual or genital parts, as defined in subsection (a), above, of a client or themselves in the course of giving a massage, or before or after a massage. This subsection does not prohibit a client from turning over in the course of a massage, so long as the Massage Therapist holds a towel, sheet, blanket or other drape over the client to protect his/her genital and sexual parts from exposure.</p>	<p>Remove "female"</p>
<p>14.110.075</p>	<p>(b) Applications for renewal of a permit must be submitted to the Police Chief by no later than sixty (60) calendar days before the expiration of such permit on a form provided by the Police Department, which shall require the applicant for renewal to update the information contained in his/her original application. The applicant must pay the Town a non-refundable renewal fee, in the amount established by resolution of the Town Council, at the time of filing his/her application for renewal.</p> <p>(c) After investigating the application for renewal, the Police Chief may renew the permit if the applicant continues to meet the standards for the issuance of a permit, and none of the grounds for denial of a permit set forth in subsection 14.110.040(b) exist. The Police Chief shall give the applicant for renewal written notice of his/her decision within sixty (60) calendar days of the submission of the application for renewal to the Police Department by personal service of the decision to the applicant at his/her most recent home or business address on file with the Police Department or deposit of the decision in the United States mail by certified mail.</p>	

	(d) If the holder of a Massage Establishment Permit does not file a timely application for renewal sixty (60) calendar days before expiration of the permit, <b>he/she</b> shall be required to file an application for a new permit pursuant to section 14.110.025 and to pay the applicable fees.	
14.110.080	(a)(3) Has made a false or misleading statement or omission of fact on <b>his/her</b> application for a permit, or for renewal of the permit, or in any supplementary materials submitted with the application;  (b)(2) <i>Hearing before Police Chief.</i> Following the receipt of such suspension or revocation notice and within 15 calendar days thereafter, the holder of permit may file an appeal of the suspension or revocation and request a hearing. The hearing on the revocation or suspension of the permit shall be held before the Police Chief or <b>his/her</b> designee no less than ten (10) calendar days after the personal service of the notice to the holder of the permit at the most recent home or business address on file with the Police Department, or no less than ten (10) calendar days after deposit of the notice, addressed to the holder of the permit or certificate, in the United States mail by certified mail.	
14.120.025	(c) Possession or cultivation of marijuana or marijuana products for personal medical use by a qualified patient, consistent with a physician's recommendation, and conducted by the qualified patient or <b>his</b> or <b>her</b> primary caregiver in accordance with the parameters and limitations set out in Sections 11362.5 and Sections 11362.7 through 11362.83 of the California Health and Safety Code and any other applicable state laws.	
14.130.035	(7) The applicant, officer, employee, or agent has been determined to be within a class of persons defined in Welfare and Institutions Code Sections to have a mental defect, been committed to a mental institution, or suffer from any psychological disturbance which would impair <b>his/her</b> fitness to be engaged in the sales of firearms, ammunition, and/or destructive devices.	
14.140.015	<i>Community Development Director</i> means the Town of Los Gatos Community Development Director or <b>his/her</b> designee.	
14.140.025	(2) Representative information: The host shall provide the name, permanent address, email address, and telephone number (if different from <b>his/her</b> own), of a	

	<p>local representative (which can be a person or company) who can be contacted twenty-four (24) hours a day regarding the use of the property or complaints related to the short-term rental.</p> <p>(11) The Community Development Director may delay or deny issuance of a short-term rental license or renewal at <b>his/her</b> discretion, including, but not limited to, the following grounds:</p>	
15.10.026	(f) Shall not hitch rides by attaching <b>himself</b> of <b>herself</b> to any vehicle or other motive device, or allow a person to hitch a ride on any vehicle or motive device;	
15.30.525	(a) A full identification, and the residence and business address of the applicant, including all members of any firm or partnership, and the president and secretary of any corporation applying; if the applicant is the agent or employee of any person for whose benefit the permit is requested, this fact, with the full identification of such person and <b>his</b> business and residence address.	
15.40.017	(b) The foregoing exemptions shall not, however, protect the driver of any such vehicle from the consequences of <b>his/her</b> willful disregard of the safety of others.	
15.40.06708	If the owner of the land submits a sworn written statement denying responsibility for the presence of the vehicle on <b>his</b> land within such ten-day period, the statement shall be construed as a request for a hearing which does not require <b>his</b> presence.	
15.40.06709	<p>The owner of the land may appear in person at the hearing or present a sworn written statement in time for consideration at the hearing, and deny responsibility for the presence of the vehicle on the land, with <b>his</b> reasons for such denial.</p> <p>If it is determined at the hearing that the vehicle was placed on the land without the consent of the owner of the land and that <b>he</b> has not subsequently acquiesced in its presence, the Hearing Officer shall not assess the costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect such costs from such owner of the land.</p>	

	<p>If the owner of the land submits a sworn written statement denying responsibility for the presence of the vehicle on his land but does not appear, or if an interested party makes a written presentation to the Hearing Officer but does not appear, he shall be notified in writing of the decision.</p>	
<p>16.20.070</p>	<p>(a) The Town Manager, or his or her designee, has primary responsibility for enforcement of this chapter.</p> <p>(b) If the Town Manager or his or her designee determines that a violation of this chapter has occurred, he /she will issue a written warning notice that a violation has occurred and the potential penalties that will apply for future violations.</p>	
<p>18.60.010</p>	<p>(a) <i>Findings and purpose.</i> Numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand and thirdhand smoke is a cause of disease, including lung cancer, in nonsmokers. At special risk are minors, elderly people, pregnant women, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease.</p> <p>(b)(4) <i>Employee:</i> Any person who is employed or retained as an independent contractor by an employer in consideration for direct or indirect monetary wages or profit. Also includes any person who volunteers his or her services to such and employer.</p>	<p>Replace with "individuals"</p>
<p>18.60.020</p>	<p>(o)(8) The written notice of penalties and any other reports prepared by or for the Town or its designee concerning the violation shall be admissible and accepted by the Hearing Officer as prima facie evidence of the violation and the facts stated in those documents. The Hearing Officer may continue the hearing from time to time, in his or her sole discretion, to allow for its orderly completion of the hearing.</p> <p>(p)(3) Whenever evidence of a violation of this section is obtained in any part through the participation of an individual under the age of twenty-one (21) years old, such individual shall not be required over his or her objection to appear or give testimony in any civil or administrative process brought to enforce this section</p>	

	and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.	
18.90.010	(10) <i>Visual line of sight</i> means that a person operating an unmanned aircraft has an unobstructed view of the unmanned aircraft. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the unmanned aircraft.	
18.90.030	(13) No person shall operate any UAS within the Town of Los Gatos in violation of any temporary flight restriction (TFR) or notice to airmen (NOTAM) issued by the Federal Aviation Administration.	Replace with "aviator"
23.60.025	When the chief of police has knowledge of any violation of any of the provisions of this article relating to the numbering of buildings, he shall give notice thereof to the owner or, if the owner cannot be found, to the occupant of the premises where the violation occurs, and if, after two (2) weeks, the cause of the complaint has not been removed, such person shall be guilty of a violation of this article	
24.40.035	If such order is found to be reasonable by the reviewing Engineer, such order shall be confirmed by written order to cease work delivered to the contractor or the contractor's construction foreman by the reviewing Engineer or authorized representative.	Replace with "supervisor"
25.50.075	Except in those cases where a user pays the full amount of such charges but does not pay any portion of the tax imposed by this article, or where a user has notified a supplier that he is refusing to pay the tax imposed by this article which the supplier is required to collect, if the amount paid by the user is less than the full amount of the charge and tax which has accrued for the billing period, a proportionate share of both the charge and the tax shall be deemed to have been paid.	
25.50.135	If any supplier fails to make, within the time provided in this article, any report and remittance of the tax, or any portion thereof, required by this article, the Administrator shall proceed in such manner as he/she may deem best to obtain the facts and information on which to base his estimate of the tax due. As soon as the Administrator shall procure such facts and information as he/she is able to obtain upon which to base the assessment of any tax imposed under this article and payable by any supplier who has failed or refused to make such report and remittance, the Administrator shall proceed to determine and assess against such supplier the tax, interest, and penalties provided for by this article. In case such a	



	determination is made, the Administrator shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the supplier so assessed at its last known address.	
25.50.150	Whenever the Administrator determines that a user has deliberately withheld the amount of any tax imposed on him by this article from the amounts remitted to a supplier required to collect the tax, or that a user has failed to pay the amount of the tax to such supplier for a period of two (2) or more billing periods, or whenever the Administrator deems it in the best interests of the Town, <b>he/she</b> may relieve such supplier of the obligation to collect the taxes due under this article from certain named users for specified billing periods. The Administrator shall notify the user that <b>he/she</b> has assumed responsibility to collect the taxes due for the stated periods and demand the payment of such taxes, plus any penalty imposed and such interest as may be due pursuant to the provisions of Sections 25.50.140 and 25.50.145 of this article. The notice shall be served on the user by handing it to him personally or by the deposit of the notice in the United States mail, postage prepaid thereon, addressed to the user at the address to which the billing was made by the supplier required to collect the tax or, should the user have changed <b>his</b> address, to <b>his</b> last known address.	
25.50.160	The Town Manager shall give notice thereof in writing to such person by serving it personally or be depositing it in the United States mail, postage prepaid, addressed to such person at <b>his</b> last known address.	
25.50.190	No refund shall be credited or paid by the Town pursuant to Sections 25.50.175 through 25.50.185 of this article unless the claimant establishes <b>his</b> right thereto by written records and other evidence satisfactory to the Administrator showing entitlement thereto.	
25.50.195	(b) Every person claiming an exemption shall file an application therefor, under penalty of perjury, with the Administrator. The Administrator may require such information as will enable <b>him/her</b> to determine the eligibility of the applicant for such exemption.	
25.60.060	For the purposes of this article, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or <b>his</b> agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination.	
25.60.110	(2) Sales of property to be used outside the Town which is shipped to a point outside	

	<p>the Town, pursuant to the contract of sale, by delivery to such point by the retailer or <b>his</b> agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the Town shall be satisfied:</p> <p>a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-Town address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, <b>his</b> or <b>her</b> principal place of residence; and</p>	
25.70.120	The Town Manager, or <b>his</b> or <b>her</b> designee, is authorized to adopt administrative regulations, procedures or guidelines that are consistent with and that further the terms and requirements of this Chapter.	
26.20.020	The amount of such trimming, or the extent of such other operations, shall be limited by the actual present necessities of the service of such utility company, and all such work shall be done in a <b>workmanlike</b> manner and in accordance with the requirements prescribed by the Director.	Replace with "workerlike"
28.20.155	(v) Files a statement with the Chief of Police verifying <b>his</b> or <b>her</b> agreement with the terms of this subsection and acknowledging that any taxicab operated by the taxicab operator may be inspected for compliance with Vehicle Code safety equipment requirements at the request of an authorized Town employee at any time.	
28.30.195	The permittee shall be notified in writing, hand delivered or mailed to the business address of the permittee as shown in <b>his</b> application of the time and place of the hearing, shall be informed of the facts on which the Chief of Police might order the suspension or revocation, and shall be given the opportunity to appear and to present evidence on the permittee's own behalf.	
28.40.045	(c) A vehicle permit shall be granted only if the Chief of Police is satisfied that the vehicle is in a safe condition such that its operation will not endanger public safety, after having been inspected by the Chief of Police or <b>his</b> designee.	
28.40.070	(q) The Chief of Police or <b>his</b> designee may order a horse-drawn vehicle operator to have any horse utilized by the operator to be examined by a veterinarian, at the operator's expense, to determine its fitness for such work and compliance with the	

	rules and regulations promulgated hereunder.	
29.90.030	<p><i>Development</i> means any <b>man-made</b> change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.</p> <p><i>Levee</i> means a <b>man-made</b> structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.</p>	Replace with "person-made, machine-made, or artificial"
29.90.060	Flood heights may be increased by <b>man-made</b> or natural causes.	Replace with "person-made, machine-made, or artificial"
30.10.020	<p>A. <i>Fire Marshal</i>. The Santa Clara County Fire Marshal or <b>his</b> or <b>her</b> designee.</p> <p>B. <i>Town Engineer</i>. The Los Gatos Town Engineer or <b>his</b> or <b>her</b> designee.</p>	
30.10.030	An owner of real property shall not allow or maintain any of the following on <b>his</b> or <b>her</b> property:	
31.10.040	Director means the Director of Parks and Public Works of the Town, or <b>his</b> or <b>her</b> designee.	