



**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
MARCH 01, 2022
TELECONFERENCE
7:00 P.M.**

*Rob Rennie, Mayor
Maria Ristow, Vice Mayor
Mary Badame, Council Member
Matthew Hudes, Council Member
Marico Sayoc, 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. Disruption of the meeting may result in a violation of Penal Code 403.

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 2nd and 4th Mondays at 7:00 p.m.
Live & Archived Council Meetings can be viewed by going to:
www.LosGatosCA.gov/TownYouTube***

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

**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
MARCH 01, 2022
TELECONFERENCE
7:00 PM**

IMPORTANT NOTICE

This meeting is being conducted utilizing teleconferencing and electronic means consistent with Government Code Section 54953, as Amended by Assembly Bill 361, in response to the state of emergency relating to COVID-19 and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 54950 et seq.). Consistent with AB 361 and Town of Los Gatos Resolution 2021-044, this meeting will not be physically open to the public and the Council will be teleconferencing from remote locations. Members of the public can only participate in the meeting by joining the Zoom webinar (log in information provided below).

PARTICIPATION

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

- **Zoom webinar:** Join from a PC, Mac, iPad, iPhone or Android device: Please click this URL to join:
<https://us06web.zoom.us/j/87057497387?pwd=MkdRb0U3dkRneVY1cEhQeGQvdVBJZz09>. Passcode: 041816. You can also type in 870 5749 7387 in the “Join a Meeting” page on the Zoom website at <https://zoom.us/join>.
- **Join by telephone:** Join by Telephone: Dial: USA 877 336 1839 US Toll-free or 636-651-0008 US Toll. Conference code: 969184

When the Mayor announces the item for which you wish to speak, click the “raise hand” feature in Zoom. If you are participating by phone on the Zoom app, press *9 on your telephone keypad to raise your hand. If you are participating by calling in, press #2 on your telephone keypad to raise your hand.

When called to speak, you will be asked to provide your full name and your town/city of residence. This identifying information is optional and not a requirement for participation. 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 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.

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

RULES OF DECORUM AND CIVILITY

To conduct the business of the community in an effective and efficient manner, please follow the meeting guidelines set forth in the Town Code and State law.

The Town does not tolerate disruptive conduct, which includes but is 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 microphone when directed to do so;
- repetitiously addressing the same subject.

Town Policy does not allow speakers to cede their commenting time to another speaker. Disruption of the meeting may result in a violation of Penal Code 403.

MEETING CALL TO ORDER

ROLL CALL

PRESENTATIONS

- i. 2021 STEM Winners.

CLOSED SESSION REPORT

COUNCIL / MANAGER MATTERS

CONSENT ITEMS *(Items appearing on the Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may request to have an item removed from the Consent Items for comment and action. Members of the public may provide input on any or multiple Consent Item(s) when the Mayor asks for public comments on the Consent Items. If you wish to comment, please follow the Participation Instructions contained on Page 2 of this agenda. If an item is removed, the Mayor has the sole discretion to determine when the item will be heard.)*

1. Approve Draft Minutes of the February 14, 2022 Closed Session Town Council Meeting.
2. Approve Draft Minutes of the February 15, 2022 Closed Session Town Council Meeting.
3. Approve Draft Minutes of the February 15, 2022 Town Council Meeting.
4. Adopt a Resolution Reaffirming Resolution 2021-044 Regarding Brown Act Compliance and Teleconferencing and Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, During the COVID -19 Pandemic.
5. Adopt a Resolution Making Determinations and Approving the Reorganization of an Uninhabited Area Designated as Roseleaf Lane No. 1, Approximately 1.3534 Acres on Property Pre-Zoned R-1:8. APN 523-18-021.

Annexation Application AN21-004. Project Location: 16253 Roseleaf Lane. Property Owner/Applicant: Jindan Li.

6. Authorize the Town Manager to Execute a First Amendment to the Agreement with M-Group for Consultant Services as Provided in the Senate Bill 2 Los Gatos Planning Grant Program Application by Extending the Term of the Agreement and Increasing Compensation to a Total Not to Exceed \$107,679 Including Contingencies.
7. Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the Fiscal Year 2020/21 Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921), Completed by Villalobos and Associates, and Authorize the Town Clerk to File for Recordation.
8. Oak Meadow Bandstand Area Improvements (CIP No. 831-4007)
Staff Recommends the Following Actions:
 - a. Accept Per Capita Program Grant Funds in Amounts of \$177,952 and \$18,778 from the California Department of Parks and Recreation; and
 - b. Authorize the Town Manager to Execute Grant Agreements for the Per Capita Program; and
 - c. Authorize Revenue and Expenditure Budget Decrease for the Project in an Amount of \$159,174 to Recognize Only the Los Gatos Per Capital Share of the Grant in the Fiscal Year 2021/22 Capital Improvement Program Budget for the Grant Funds.
9. Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the Public Right-of-Way Improvements for 15630 and 15632 Los Gatos-Almaden Road, Completed by DBI Construction, Inc., and Authorize the Town Clerk to Submit for Recordation.

VERBAL COMMUNICATIONS *(Members of the public are welcome to address the Town Council on any matter that is not listed on the 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.)*

10. Receive Report on Town Sustainability Efforts.
11. Shannon Road Pedestrian and Bikeway Improvements (CIP No. 813-0218):
 - a. Receive an Update on the Shannon Road Pedestrian and Bikeway Improvements Project;
 - b. Accept a Transportation Fund for Clean Air Grant in the Amount of \$174,250 from the Santa Clara Valley Transportation Authority;
 - c. Authorize the Town Manager to Execute a Grant Agreement with the Santa Clara Valley Transportation Authority for the Transportation Fund for Clean Air Funds;
 - d. Authorize a Revenue and Expenditure Increase for the Project in the Amount of \$174,250 in the Fiscal Year 2021/22 Capital Improvement Program Budget for the Grant Funds; and

- e. Authorize the Town Manager to Execute the First Amendment to the Consulting Services Agreement with ActiveWayz Engineering for Additional Design Services, in an Amount of \$44,840, for a Total Agreement Amount Not to Exceed \$171,471.

12. Los Gatos Creek Trail to Highway 9 Trailhead Connector Funding Plan (Project 832-4505):

- a. Receive a One Bay Area Grant (OBAG) Grant and Commit Town Funds in an Amount up to \$1,000,000 to Leverage Grants in Completing the Funding Plan for the Construction Phase of the Los Gatos Creek Trailhead Connector Project;
- b. Authorize The Town Manager to Submit a Grant Application to the Santa Clara Valley Transportation Authority in The Transportation Fund for Clean Air (TFCA) Program; and
- c. Adopt A Resolution Authorizing an Application in the Valley Water's Safe Clean Water and Natural Flood Protection Program.

13. Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program and Provide Input for Fiscal Year 2022/23 – 2026/27 Budget Planning.

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.

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: 03/01/2022

ITEM NO: 1

**DRAFT
Minutes of the Town Council Special Meeting - Closed Session
Monday, February 14, 2022**

The Town Council of the Town of Los Gatos conducted a special meeting utilizing teleconferencing and electronic means consistent with Government Code Section 54953, as amended by Assembly Bill 361 in response to the state of emergency relating to COVID-19 and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 65950 et seq.) and Town of Los Gatos Resolution 2021-044 on Monday, February 14, 2022, at 4:00 p.m. to hold a Closed Session.

MEETING CALLED TO ORDER AT 4:06 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

Dr. Michael Grove, Los Gatos-Saratoga Union High School District Superintendent

- Commented on the District's proposal and answered questions from Council.

THE TOWN MOVED TO CLOSED SESSION ON THE FOLLOWING ITEMS:

1. Conference with Real Property Negotiator
(Government Code Section 54956.8)

Property: 4 New York Avenue (Venue) (APN: 529-27-024)

Negotiating Parties: Town of Los Gatos

Negotiator: Arn Andrews, Assistant Town Manager and Los Gatos-Saratoga Union High School District, Potential Buyer and/or Lessee

Negotiations: Price and terms of potential sale or lease

2. Anticipated Litigation
(Government Code § 54956.9(d)(2): One matter- significant exposure to litigation against the Town.

PAGE 2 OF 2

SUBJECT: Draft Minutes of the Town Council Special Meeting of February 14, 2022

DATE: February 15, 2022

ADJOURNMENT

Closed Session adjourned at 4:42 p.m.

Attest:

Submitted by:

Jenna De Long, Deputy Clerk

Laurel Prevetti, Town Manager



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 03/01/2022

ITEM NO: 2

**DRAFT
Minutes of the Town Council Special Meeting - Closed Session
Tuesday, February 15, 2022**

The Town Council of the Town of Los Gatos conducted a special meeting utilizing teleconferencing and electronic means consistent with Government Code Section 54953, as amended by Assembly Bill 361 in response to the state of emergency relating to COVID-19 and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 65950 et seq.) and Town of Los Gatos Resolution 2021-044 on Tuesday, February 15, 2022, at 5:15 p.m. to hold a Closed Session.

MEETING CALLED TO ORDER AT 5:16 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 MOVED TO CLOSED SESSION ON THE FOLLOWING ITEMS:

1. Public Employee Recruitment for Future Appointment
[Government Code Section 54957(b)(1)]
Title: Town Attorney
2. Conference with Legal Counsel - Anticipated Litigation (Government Code § 54956.9(d)(2):
One matter- significant exposure to litigation against the Town.
3. Conference with Real Property Negotiator (Government Code Section 54956.8)
Property: 224 W Main Street (APN: 810-44-089)
Negotiating Parties: Town of Los Gatos
Negotiator: Arn Andrews, Assistant Town Manager and Potential Buyer or Lessee
Negotiations: Price and terms of sale or lease

PAGE 2 OF 2

SUBJECT: Draft Minutes of the Town Council Special Meeting of February 15, 2022

DATE: February 16, 2022

ADJOURNMENT

Closed Session adjourned at 6:17 p.m.

Attest:

Submitted by:

Jenna De Long, Deputy Clerk

Laurel Prevetti, Town Manager



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 03/01/2022

ITEM NO: 3

**DRAFT
Minutes of the Town Council Meeting
February 15, 2022**

The Town Council of the Town of Los Gatos conducted a regular meeting utilizing teleconference and electronic means consistent with Government Code Section 54953, as Amended by Assembly Bill 361, in response to the state of emergency relating to COVID-19 and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 54950 et seq.) and Town of Los Gatos Resolution 2021-044 on Tuesday, February 15, 2022 at 7:00 p.m.

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

ROLL CALL

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

Absent: None

PRESENTATIONS

Assemblymember Evan Low presented the 2022 Legislative Woman of the Year award to Council Member Sayoc for her work and dedication to the community.

Santa Clara County Supervisor Joe Simitian gave an overview of his goals for Los Gatos and the Fifth District.

Jamie Field, Police Chief, presented certificates of commendation to Brian Becker, Katherine Becker, Sergeant Richard Campbell, and Officer Bryan Paul for brave and commendable actions that saved lives and property from a house fire.

CLOSED SESSION REPORT

Mayor Rob Rennie stated Council met in closed session as duly noted on the agenda and that there is no reportable action.

COUNCIL/TOWN MANAGER REPORTS

Council Matters

- Council Member Sayoc stated she attended the Santa Clara County Cities Association Executive Board meeting and announced Cal Cites Peninsula Division will be organizing an in-person luncheon for elected officials.
- Vice Mayor Ristow stated she met with NUMU president Jan Schwartz, Chief Field, and residents on a variety of topics; attended community meetings for Democracy Tent, Safe Routes to School (SR2S), Together We Will (TWW); attended Catalyze SV's webinar "ABCs of

ADUs,” West Valley Sanitation District (WVSD) Board meeting; observed the Complete Streets and Transportation Committee (CSTC) and Finance Commission (FC) meetings.

- Council Member Badame stated she met with West Valley Waste Management Authority (WVWMA) Executive Director, Chief Field, and Jim Foley; attended the West Valley Clean Water Authority (WVCWA) Board meeting and the WVWMA Board meeting.
- Council Member Hudes stated he attended the Senior Services Committee and FC meetings; met with Chief Field and residents; attended a Democracy Tent community meeting; and observed the Planning Commission (PC) meeting.
- Mayor Rennie stated he attended the Bay Area Air Quality Management District (BAAQMD) Board meeting, Silicon Valley Clean Energy Authority (SVCEA) Board meeting, Valley Transportation Authority (VTA) Policy Advisory Committee (PAC) meeting, Cities Association Board and Legislative Committee meetings; and spoke at the Kiwanis Club.

Manager Matters

- Announced Adult Commissioner recruitment is underway; the application period closes on March 25 at 4:00 p.m. Interviews are scheduled for April 5.
- Announced COVID testing will be held at the Adult Recreation Center (ARC) on February 24 and sign ups begin on February 17.
- Announced two community surveys are circulating, one for seniors and community wide survey to help inform future decisions for the Town.

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

1. Approve Draft Minutes of the January 25, 2022 Special Town Council Meeting - Strategic Priorities.
2. Approved Draft Closed Session Meeting Minutes of February 1, 2022.
3. Approved Draft Town Council Meeting Minutes of February 1, 2022.
4. Adopt a Resolution Reaffirming Resolution 2021-044 Regarding Brown Act Compliance and Teleconferencing and Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, During the COVID -19 Pandemic. **RESOLUTION 2022-004**
5. Adopt a Resolution to Set a Date for Consideration of the Reorganization of an Uninhabited Area Designated as Roseleaf Lane No. 1, Approximately 1.3534 Acres on Property Pre-Zoned R-1:8. APN 523-18-021. Annexation Application AN21-004. Project Location: 16253 Roseleaf Lane. Property Owner/Applicant: Jindan Li. **RESOLUTION 2022-005**
6. Receive the Second Quarter Investment Report (October through December 2021) for Fiscal Year 2021/22.
7. Annual Street Repair and Resurfacing Project (CIP No. 811-9901):
 - a. Approve the Plans and Specifications; and
 - b. Authorize Advertising the Project for Bid; and
 - c. Authorize the Town Manager to Award and Execute a Construction Agreement in an Amount Not to Exceed \$2,981,000, Including Contingencies; and
 - d. Authorize Staff to Execute Future Change Orders in an Amount not to Exceed Ten Percent of the Contract Award Amount; and

- e. Authorize Revenue and Expenditure Increase for the Project in the Amount of \$45,844 to Recognize an Increase in Gas Tax Revenues Anticipated for the Fiscal Year 2021/22.
- 8. Annual Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921):
 - a. Approve the Plans and Specifications;
 - b. Authorize Advertising the Project for Bid;
 - c. Authorize the Town Manager to Award and Execute a Construction Agreement in an Amount Not to Exceed \$588,500, Including Contingencies; and
 - d. Authorize Staff to Execute Future Change Orders in an Amount Not to Exceed Ten Percent of the Contract Award Amount.
- 9. Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the Engineering Building Tenant Improvement Project (20-821-2302), Completed by EMC Services Inc. DBA DesignTek Consulting Group LLC, and Authorize the Town Clerk to File for Recordation.
- 10. Review and Approve the Senior Services Committee Recommended Mission and Vision Statement and Accompanying Workplan.

Mayor Rennie pulled item #10.

Opened public comment.

No one spoke.

Closed public comment.

MOTION: Motion by Vice Mayor Ristow to approve consent items 1-9. Seconded by Council Member Sayoc.

VOTE: Motion passed unanimously.

VERBAL COMMUNICATIONS

No one spoke.

Pulled Consent Item #10

- 10. Review and Approve the Senior Services Committee Recommended Mission and Vision Statement and Accompanying Workplan.

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

Opened public comment.

Tom Picraux, Senior Services Committee Chair

- Provided an overview of the mission, vision, and workplan of the Committee.

Pulled Consent Item #10 – continued

Closed public comment.

Council discussed the item.

MOTION: Motion by Council Member Hudes to approve the Senior Services Committee recommended mission and vision statement and accompanying workplan. **Seconded by Council Member Badame.**

VOTE: Motion passed unanimously.

OTHER BUSINESS

11. Mid-Year Budget Report - July 1 - December 31, 2021:

- a. Receive FY 2021/22 Mid-Year Budget Report;
- b. Authorize Budget Adjustments as Recommended in the Mid-Year Budget Report; and
- c. Adopt the Town Council and Management Classifications Salary Schedule Updated with the Urban Forest Manager Position.

Stephen Conway, Interim Finance Director, and Gitta Ungvari, Finance and Budget Manager, presented the staff report.

Opened public comment.

Catherine Somers, Chamber of Commerce Executive Director

- Commented on the sales tax and transient occupancy tax (TOT) revenues and the ARPA grant awarded to the Chamber last year for destination marketing.

Closed public comment.

Council discussed the item.

MOTION: Motion by Council Member Badame to receive the FY 2021/22 Mid-Year Budget report as contained in Attachment 1, authorize the budget adjustments as recommended in the Mid-Year Budget Report, adopt the Town Council and Management classification salary schedule updated with the Urban Forest Manager position as contained in Attachment 2. **AMENDMENT:** Direct staff to return to Council with an estimate for a wheelchair access parking pilot. **Seconded by Council Member Hudes. Council Member Badame withdrew the motion.**

Other Business Item #11 – continued

MOTION: Motion by Council Member Badame to receive the FY 2021/22 Mid-Year Budget report as contained in attachment 1, authorize the budget adjustments as recommended in the Mid-Year Budget Report, adopt the Town Council and Management classification salary schedule updated with the Urban Forest Manager position as contained in attachment 2. **Seconded by Council Member Hudes.**

VOTE: Motion passed unanimously.

MOTION: Motion by Council Member Hudes to provide an estimate for a wheelchair access parking pilot with information that may have been obtained through Town Committees and/or Commissions. **Seconded by Council Member Badame. Council Member Hudes withdrew the motion.**

12. Receive American Rescue Plan Act Update.

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

Opened public comment.

Brian Bernasconi, Chamber of Commerce Board Member

- Requested Council consider allocating funds to produce summer promenades.

Catherine Somers, Chamber of Commerce Executive Director

- Requested Council consider allocating funds to produce summer promenades.

Randi Chen, Chamber of Commerce

- Requested Council consider allocating funds to produce summer promenades.

Jonathan Knowles

- Requested Council consider allocating funds to produce summer promenades.

Closed public comment.

Council discussed the item.

MOTION: Motion by Vice Mayor Ristow to allocate up to \$120,000 of ARPA funds to the Chamber of Commerce to produce a summer promenade series with the possibility of fewer events if there are limited Town staff resources and with the possibility of sponsorships. **Seconded by Council Member Sayoc.**

VOTE: Motion passed unanimously.

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SUBJECT: Draft Minutes of the Town Council Meeting of February 15, 2022

DATE: February 22, 2022

Recess at 9:50 p.m.

Reconvene at 10:00 p.m.

13. Discuss the Five-Year Forecast (Fiscal Years 2022/23 – 2026/27), Provide Direction on Budget Assumptions, and Provide any Specific Direction for the Preparation of the Town's Fiscal Year 2022/23 Operating Budget.

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

Opened public comment.

Lee Fagot

- Requested Council direct the Finance Commission to agendize a financial analysis of the General Plan.

Closed public comment.

Council discussed the item.

ADJOURNMENT

The meeting adjourned at 10:51 p.m.

Respectfully submitted:

Jenna De Long, Deputy Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 03/01/2022

ITEM NO: 4

DATE: February 22, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt a Resolution Reaffirming Resolution 2021-044 Regarding Brown Act Compliance and Teleconferencing and Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, During the COVID -19 Pandemic

RECOMMENDATION:

Adopt a Resolution reaffirming Resolution 2021-044 and making findings pursuant to Government Code Section 54953, as amended by Assembly Bill 361, and authorizing the continued use of virtual meetings due to health and safety concerns for the public.

BACKGROUND:

On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which allowed for relaxed provisions of the Ralph M. Brown Act (Brown Act) that allowed legislative bodies to conduct meetings through teleconferencing without having to meet the strict compliance of the Brown Act. All provisions of Executive Order N-29-20 concerning the conduct of public meetings expired on September 30, 2021.

DISCUSSION:

AB 361 was signed into law by the Governor on September 16, 2021, and went into effect immediately upon signing. It amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology after the September 30, 2021, expiration of the current Brown Act exemptions as long as there is a "proclaimed state of emergency" by the Governor. This allowance also depends on State or local officials imposing or recommending measures that promote social distancing or a legislative body finding that meeting in person would present an imminent safety risk to attendees.

PREPARED BY: Shelley Neis
Town Clerk

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

DISCUSSION (Cont):

AB 361 requires Public agencies to make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter that a state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing.

Town Council adopted Resolution 2021-044 on October 5, 2021 regarding Brown Act compliance and teleconferencing pursuant to Government Code Section 54953, as amended by AB 361, and adopted resolutions on the following dates reaffirming Resolution 2021-044:

- November 2, 2021 adopted Resolution 2021-046
- November 16, 2021 adopted Resolution 2021-048
- December 7, 2021 adopted Resolution 2021-054
- December 21, 2021 adopted Resolution 2021-059
- January 18, 2022 adopted Resolution 2022-001
- February 1, 2022 adopted Resolution 2022-003
- February 15, 2022 adopted Resolution 2022-004

CONCLUSION:

Adopt a Resolution reaffirming Resolution 2021-044 making findings pursuant to Government Code Section 54953, as amended by Assembly Bill 361, and authorizing the continued use of virtual meetings. If adopted, virtual meetings may continue for all Town Boards, Commissions, and Committees.

COORDINATION:

This report was coordinated with the Town Attorney and Town Manager's office.

FISCAL IMPACT:

There will be no fiscal impact to the Town at this time.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Draft Resolution

RESOLUTION 2022-

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS REAFFIRMING RESOLUTION 2021-044 REGARDING BROWN ACT COMPLIANCE AND TELECONFERENCING PURSUANT TO GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, DURING THE COVID-19 PANDEMIC

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 12, 2020, the Town Manager of Los Gatos acting in the capacity of Town of Director of Emergency Services, issued a Proclamation of Local Emergency; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which suspended and modified the teleconferencing requirements under the Brown Act (California Government Code Section 54950 et seq.) so that local legislative bodies can hold public meetings via teleconference (with audio or video communications, without a physical meeting location), as long as the meeting agenda identifies the teleconferencing procedures to be used; and

WHEREAS, on March 17, 2020, the Town Council of the Town of Los Gatos ratified the Proclamation of Local Emergency as set forth in Resolution 2020-008 and remains in full force and effect to date; and

WHEREAS, on June 4, 2021, the Governor clarified that the “reopening” of California on June 15, 2021 did not include any change to the proclaimed state of emergency or the powers exercised thereunder; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which extended the provision of N-29-20 concerning the conduct of public meetings through September 30, 2021, and the Governor subsequently signed legislation revising Brown Act requirements for teleconferenced public meetings (Assembly Bill 361, referred to hereinafter as “AB 361”); and

WHEREAS, on September 16, 2021 Governor Newsom signed AB 361, which added subsection (e) to Government Code section 54953 of the Brown Act, and makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

ATTACHMENT 1

WHEREAS, the Town Council of the Town of Los Gatos approved Resolution No. 2021-044 on October 5, 2021 declaring the need for the Town Council, Committees, and Commissions to continue to meet remotely in order to ensure the health and safety of the public; and

WHEREAS, the Town Council has considered all information related to this matter, including the associated staff report and other information relating to COVID-19 provided at prior public meetings of the Town Council; and

WHEREAS, the Town Council now desires to adopt a Resolution finding that the requisite conditions continue to exist for the legislative bodies of the Town of Los Gatos, as defined in the Brown Act, to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES HEREBY RESOLVE:

1. The Town Council hereby finds that the fact set forth in the above recitals and as contained in Resolution 2021-044 are true and correct, and establish the factual basis for the adoption of this Resolution;

2. There is an ongoing proclaimed state of emergency relating to the novel coronavirus causing the disease known as COVID-19 and as a result of that emergency, meeting in person would present imminent risks to the health or safety of attendees of in-person meetings of this legislative body and all Town advisory bodies within the meaning of California Government Code section 54953(e)(1).

3. Under the present circumstances, including the risks mentioned in the preceding paragraph, the Town Council determines that authorizing teleconferenced public meetings consistent with Assembly Bill 361 is necessary and appropriate.

4. Staff are directed to take all actions necessary to implement this Resolution for all Town meetings in accordance with the foregoing provisions and the requirements of Government Code section 54953, as amended by Assembly Bill 361, including but not limited to returning for ratification of this Resolution every 30 days after teleconferencing for the first time pursuant to Assembly Bill 361 for so long as either of the following circumstances exists: (a) the state of emergency continues to directly impact the ability of this legislative body to meet in person; and/or (b) state or local officials, including but not limited to the County Health Officer, continue to impose or recommend measures to promote social distancing.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 1st day of March 2022, 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: _____



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 3/1/2022

ITEM NO: 5

DATE: February 24, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt a Resolution Making Determinations and Approving the Reorganization of an Uninhabited Area Designated as Roseleaf Lane No. 1, Approximately 1.3534 Acres on Property Pre-Zoned R-1:8. APN 523-18-021. Annexation Application AN21-004. Project Location: 16253 Roseleaf Lane. Property Owner/Applicant: Jindan Li.

RECOMMENDATION:

Adopt a resolution (Attachment 1) making determinations and approving the reorganization of an uninhabited area designated as Roseleaf Lane No. 1, approximately 1.3534 acres, located at 16253 Roseleaf Lane (APN 523-18-021).

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 proposal for a modification to the existing single-family residence. The total annexation area (1.3534 acres) includes 1.1472 acres of 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 uninhabited (less than twelve registered voters) and all property owners have consented to the annexation.

PREPARED BY: Jocelyn Shoopman
Associate Planner

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

BACKGROUND (continued):

This annexation was introduced at the February 15, 2022, Town Council meeting and the protest proceedings are set for March 1, 2022.

DISCUSSION:

The Town has received a petition requesting annexation to the Town of Los Gatos from Jindan Li, owner of the property at 16253 Roseleaf Lane. The property is located on the south side of Roseleaf Lane in an unincorporated County pocket.

The property is in the Town's Urban Service Area, is contiguous to a Town boundary, and is Pre-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 an existing County pocket.

The Santa Clara County Planning, County Lighting Service Area, and the County Library Service Area have been notified in writing of the annexation request.

COORDINATION:

The preparation of this report was coordinated with the Santa Clara County Library District, Santa Clara County Lighting Service Area, County of Santa Clara Infrastructure Development Division, LAFCO, County of Santa Clara Assessor, County of Santa Clara Surveyor, and the County of Santa Clara 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, with Exhibits A and B
2. Location Map

RESOLUTION 2022-

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
MAKING DETERMINATIONS AND APPROVING THE
REORGANIZATION OF AN UNINHABITED TERRITORY
DESIGNATED AS ROSELEAF LANE NO. 1**

**APN: 523-18-021
APPROXIMATELY 1.3534 ACRES
ANNEXATION APPLICATION: AN21-004
PROPERTY LOCATION: 16253 ROSELEAF LANE
PROPERTY OWNER/APPLICANT: JINDAN LI**

WHEREAS, the Town Council of the Town of Los Gatos has received a request for annexation of territory designated Roseleaf Lane No. 1 from Jindan Li; and

WHEREAS, the property, is approximately 0.2062 acres and includes 1.1472 acres of County street right-of-way for a total of 1.3534 acres located at 16253 Roseleaf Lane, APN: 523-18-021, 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; and 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 (Exhibits 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 56663(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.

WHEREAS, evidence was presented to the Town Council.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Los Gatos does as follows:

1. That it is the conducting authority pursuant to Section 56757 of the Government Code for the annexation of property designated as Roseleaf Lane No. 1, more particularly described in Exhibits A and B;
2. That the following findings are made by the Town Council of the Town of Los Gatos:
 - a. Said territory is uninhabited and comprises approximately 1.3534 acres;
 - b. The annexation is consistent with the orderly annexation of territory within the Town's Urban Service Area and is consistent with the Town policy of annexing when required by the Town's agreement with the County of Santa Clara;

- c. The project is exempt from the California Environmental Quality Act (CEQA) under Title 14 Code of Regulations, Chapter 3: Guidelines for the Implementation of CEQA Section 15061(b)(3): Review for Exemption;
 - d. 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;
 - e. The territory is within the Town's Urban Service Area as adopted by the Local Agency Formation Commission of Santa Clara County;
 - f. The County Surveyor has determined the boundaries of the proposed annexation to be definite and certain, and in compliance with the Commission's road annexation policies. The County Surveyor has been reimbursed for the actual cost incurred by the County Surveyor in making this determination;
 - g. The proposed annexation will not create an area in which it would be difficult to provide municipal services;
 - h. The proposed annexation does not split lines of assessment or ownership;
 - i. The proposed annexation is consistent with the Town's General Plan;
 - j. The territory to be annexed is located within 300 feet of a Town boundary; and
 - k. The Town has complied with all conditions imposed by the Commission for inclusion of the territory in the Town's Urban Service Area.
- 3. That all owners of land within the affected territory have provided written consent to the reorganization and no subject agency has submitted written opposition to a waiver of protest proceedings;
 - 4. Pursuant to Section 56662(a) the Town waives protest proceedings;
 - 5. That upon completion of these reorganization proceedings the territory described in Exhibit A will be annexed to the Town of Los Gatos and will be detached from the Santa Clara County Library and Lighting Service Areas; and
 - 6. That upon completion of these reorganization proceedings the territory reorganized will be taxed on the regular County assessment roll, including taxes for existing bonded indebtedness.

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

Gatos, California, held on the 1st day of March 2022, 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: _____

EXHIBIT A

ROSELEAF LANE NO. 1 ANNEXATION TO THE TOWN OF LOS GATOS GEOGRAPHIC DESCRIPTION

The land referred to is situated in the unincorporated area of the County of Santa Clara, State of California, and is described as follows:

Portion of Rancho Rinconada De Los Gatos and being all of Lot 159 and portions of Roseleaf Lane and Gardenia Way, as shown upon that certain map entitled: "Tract No. 862 Blossom Hill Manor Unit No. 4," which map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on May 27, 1952 in Book 38 of Maps, at Pages 5 thru 7, described as follows:

Commencing at a point lying on the southerly boundary line of Los Gatos Town Limits established by the "Northeast Number One Annexation," said point also being the northwesterly corner of the "Blossom Hill Manor No. 1 Annexation" and the northwesterly corner of Lot 151 as shown on said Tract Map, and lying on last said line, North 77°15'40" East, 264.28 feet from the **True Point of Beginning**;

(1) Thence, leaving last said line, through a tangent curve with a radius of 20.00 feet deflecting to the left through an angle of 97°28'40" an arc distance of 34.03 feet to the easterly boundary line of Gardenia Way (60 feet wide);

(2) Thence along last said line, South 20°13'00" East, 214.89 feet to a tangent curve with a radius of 20.00 feet;

(3) Thence, along said tangent curve with a radius of 20.00 feet deflecting to the left, through an angle of 86°27'00", an arc distance of 30.18 feet to the northerly boundary line of Roseleaf Lane (56 feet wide);

(4) Thence along last said line, North 73°20'00" East, 246.28 feet to the southerly common corner of Lots 158 and 159 as shown on said Tract Map;

(5) Thence, along the common boundary line of said Lots, North 16°40'00" West, 113.50 feet to the southerly line of Lot 151 of said Tract Map and the southerly line of said Blossom Hill Manor No. 1 Annexation;

(6) Thence along last said line, North 75°06'40" East, 80.04 feet to the westerly line of Lot 160 of said Tract Map;

(7) Thence along last said line, South 16°40'00" East, 167.01 feet to the southerly boundary line of said Roseleaf Lane;

(8) Thence along last said line, South 73°20'00" West, 320.33 feet to a tangent curve with a radius of 20.00 feet;

(9) Thence, along said tangent curve with a radius of 20.00 feet deflecting to the left, through an angle of 93°33'00", an arc distance of 32.66 feet to said easterly boundary line of Gardenia Way;

(10) Thence along last said line, South 20°13'00" East, 25.10 feet;

(11) Thence, at a right angle to last said line, South 69°47'00" West, 60.00 feet to a point on the westerly boundary line of said Gardenia Way, said point also being the northeasterly corner of Lot 178 of said Tract Map;

(12) Thence along last said line, North 20°13'00" West, 336.80 feet to a tangent curve with a radius of 20.00 feet;

(13) Thence, along said tangent curve with a radius of 20.00 feet deflecting to the left through an angle of 90°00'00" an arc distance of 31.42 feet to said southerly boundary line of the Los Gatos Town Limits as established by "Northeast Number one Annexation";

(14) Thence along last said line, North 69°47'00" East, 96.45 feet;

(15) Thence, North 77°15'40" East, 6.20 feet to the **True Point of Beginning**.

Containing 1.1472 Acres, more or less.

See Exhibit, plat to accompany description, attached hereto and made a part hereof.

This Legal Description was prepared by or under the direction of:

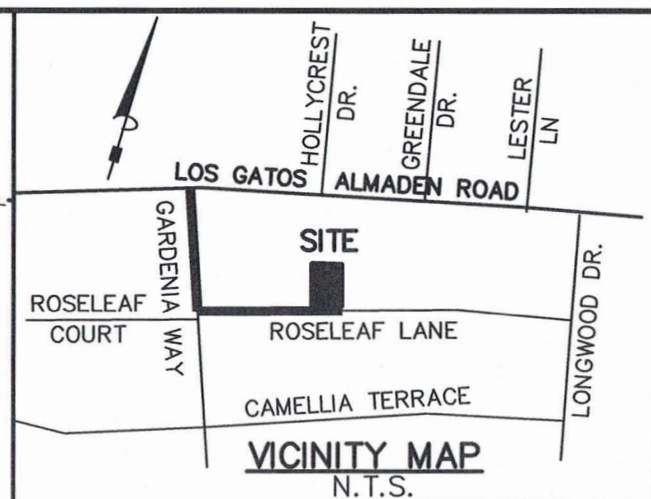
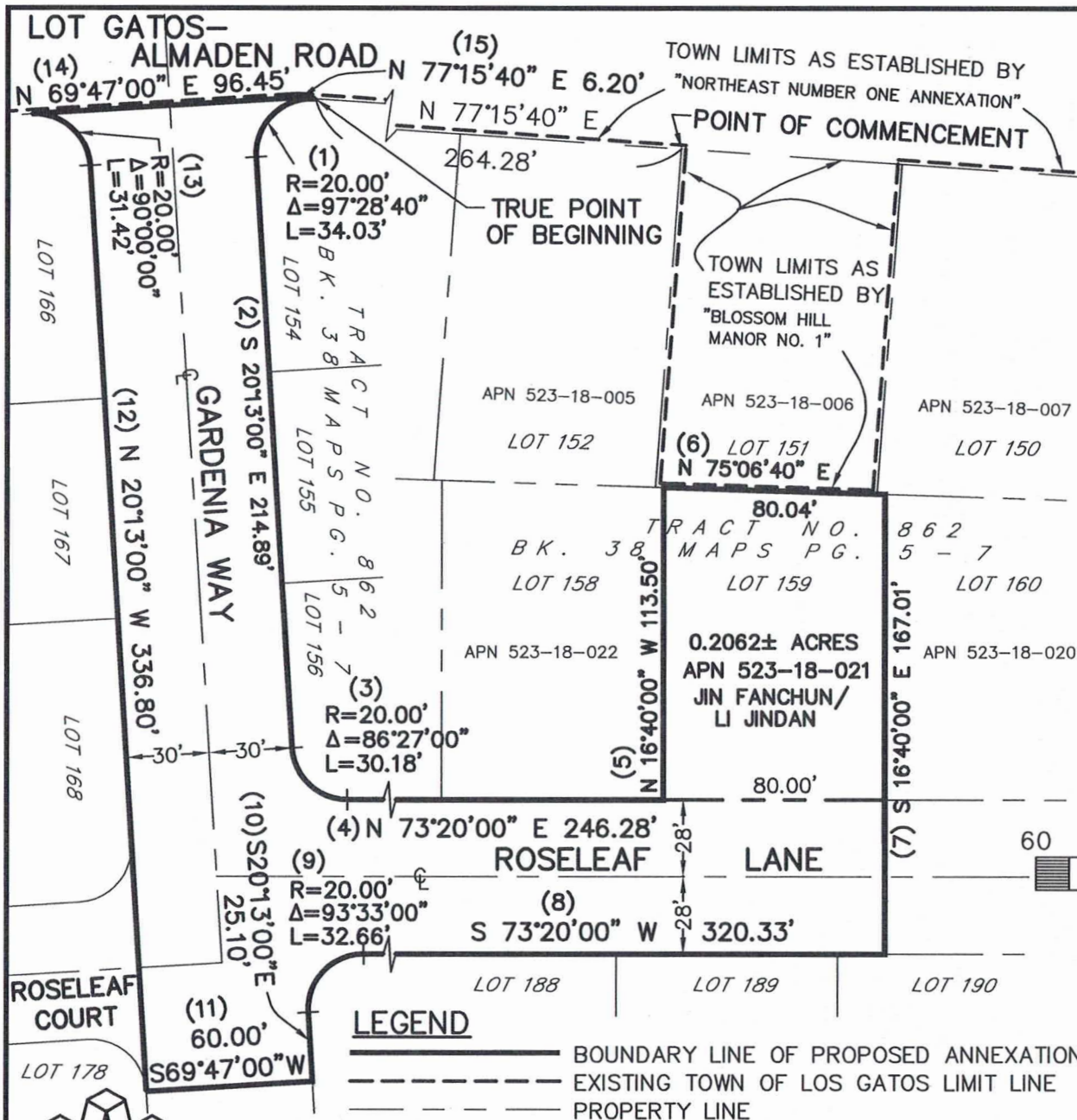
Daniel S. Nunes, PLS 9212

12/27/21

Date



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.



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."



ROSELEAF LANE NO. 1
ANNEXATION TO TOWN OF LOS GATOS
 ALL OF LOT 159, PORTIONS OF
 ROSELEAF LANE & GARDENIA WAY
 TRACT NO. 862
 BLOSSOM HILL MANOR UNIT NO. 4
 BK. 38 PG. 5-7
 COUNTY OF SANTA CLARA, CALIFORNIA

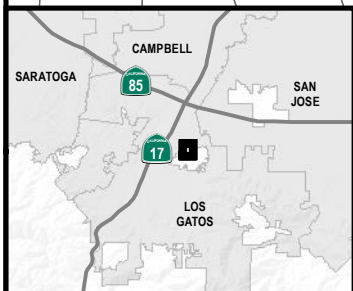
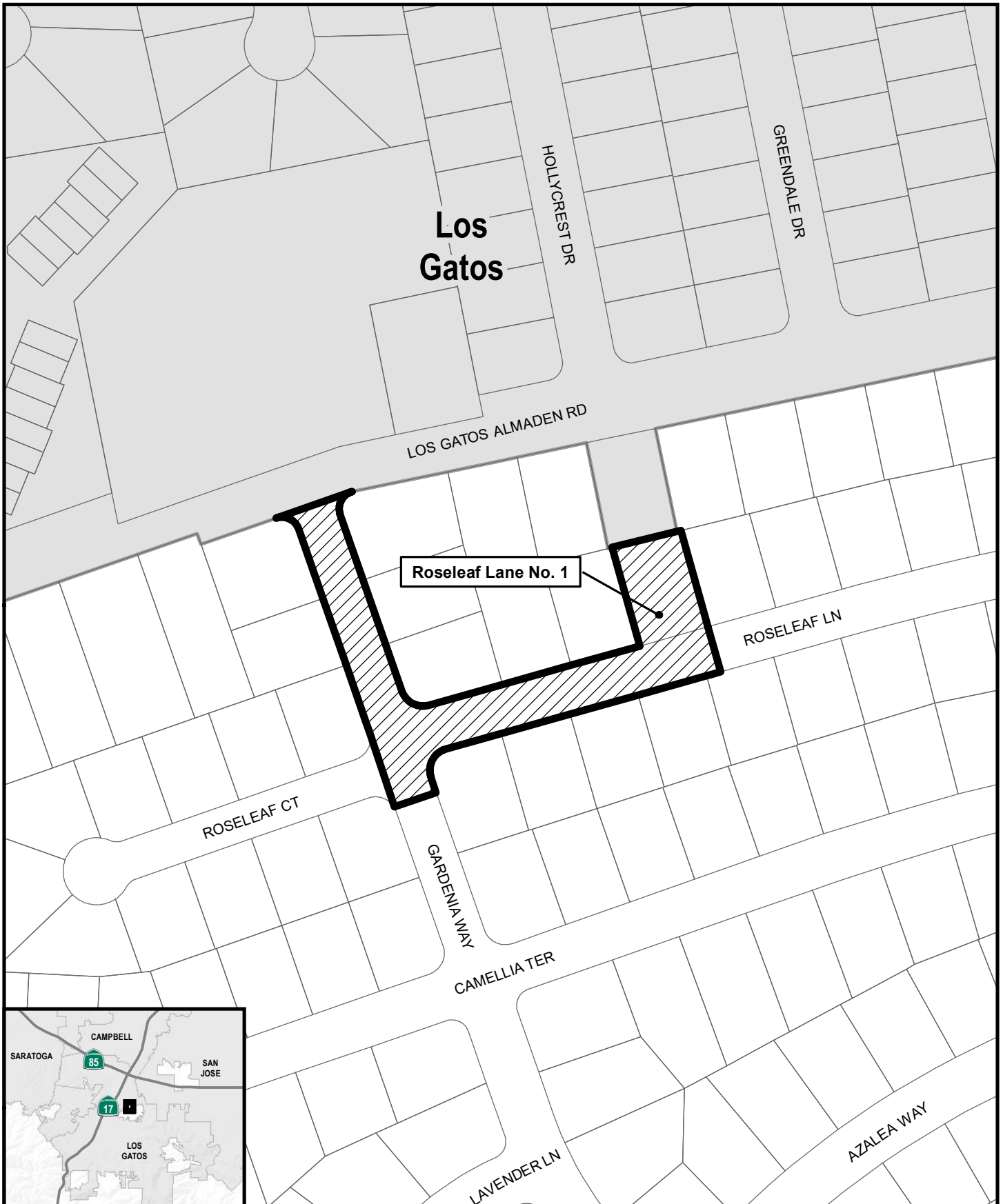
DATE: 12-27-21	SCALE: 1"=60'
JOB NO. 21058	DWG NO. S15116 ME30

MISSION ENGINEERS, INC.

RESPONSIVE, RELIABLE RESULTS SINCE 1953

2355 De La Cruz Blvd. Santa Clara, Calif 95050 (408) 727-8262 FAX: (408) 727-8285

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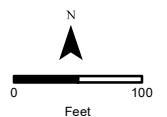


County of Santa Clara
 Department of Planning and Development
 County Government Center, East Wing
 70 West Hedding St., 7th Floor
 San Jose, California 95110

EXHIBIT A
Los Gatos - Roseleaf Lane No. 1
1.1472 acres +/-

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

-  Area of Annexation
-  City Limits
-  Unincorporated Lands



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**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 03/01/2022

ITEM NO: 06

DATE: February 24, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute a First Amendment to the Agreement with M-Group for Consultant Services as Provided in the Senate Bill 2 Los Gatos Planning Grant Program Application by Extending the Term of the Agreement and Increasing Compensation to a Total Not to Exceed \$107,679 Including Contingencies.

RECOMMENDATION:

Authorize the Town Manager to execute a first amendment (Attachment 1) to the agreement with M-Group for consultant services as provided in the Senate Bill (SB) 2 Los Gatos Planning Grant Program Application by extending the term of the Agreement and increasing compensation to a total not to exceed \$107,679 including contingencies.

BACKGROUND:

On November 5, 2019, the Town Council adopted Resolution 2019-053 (Attachment 2) to authorize application for and receipt of Planning Grant Program funds, including execution of an agreement with the California Department of Housing and Community Development (HCD) by the Town Manager. Planning staff submitted an application with a proposal to develop objective standards and by right findings for the review of qualifying housing development applications, and to identify amendments to the Town Code necessary to add the objective standards and findings to Chapter 29 of the Town Code (Zoning Regulations).

The Town received approval of the application and entered into an agreement with HCD to receive reimbursable grant funding for the proposed scope of work in an amount not to exceed \$160,000 (Attachment 3). The agreement with HCD required the Town to apply for reimbursement by February 28, 2022, and subsequently the Town confirmed that HCD has extended the agreement with the Town until September 30, 2023 (Attachment 4).

PREPARED BY: Sean Mullin, AICP and Ryan Safty
Senior Planner Associate Planner

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

BACKGROUND (continued):

Staff sent out a request for qualifications (RFQ) to provide services for preparation of objective standards for the review of qualifying housing development applications as provided in the Town of Los Gatos SB 2 Planning Grant Program application. Staff received proposals from four firms. After reviewing the submittals and conducting interviews, staff concluded that M-Group planning consultants provided the best fit, capacity, and professional expertise for the proposed scope of work.

On March 16, 2021, the Town Council authorized the Town Manager to execute an agreement with M-Group for the proposed scope of work to be completed by February 28, 2022, consistent with the terms of the HCD agreement. The estimated cost to complete the proposed scope of work was \$88,185 (Attachment 1, Exhibit A).

DISCUSSION:

Development of objective standards is currently underway and will not be completed prior to February 28, 2022. The original Agreement for consultant services with M-Group expired on February 28, 2022, consistent with the terms of the HCD agreement. Staff has confirmed with HCD that their agreement with the Town has been extended through September 30, 2023. Staff recommends extending the Agreement with M-Group to September 30, 2023, to remain consistent with HCD's extended timeline (Attachment 1, Exhibit B), even though staff anticipates completion of the project in the Fall of 2022.

To date, the project initiation phase has been completed, including review of State legislation and existing Town guidelines and standards, and collation of feedback received from five meetings with the Planning Commission subcommittee. On February 22, 2022, the first of two community engagement meetings was conducted to gather feedback from residents and stakeholders.

With consideration of the gathered feedback, staff and M-Group are currently developing draft objective standards that will be presented and discussed at a second community engagement meeting, tentatively scheduled for April 2022. After the community reviews and comments on the draft objective standards, the Planning Commission and Town Council will review the proposed objective standards. The Planning Commission meeting will likely take place in the Summer of 2022. After the Planning Commission completes its review and forwards a recommendation, the Town Council will consider adoption of the objective standards. Once adopted by the Town Council, the scope of services with M-Group will be complete and staff will work on implementation of the adopted objective standards.

DISCUSSION (continued):

The original scope of work agreed upon by the Town and M-Group has evolved to include two additional Planning Commission subcommittee meetings and an additional community meeting. The timing of several phases of the project has also been adjusted (Attachment 1, Exhibit B). The change in project scope and additional meetings requires a budget augmentation of \$9,705. The estimated cost to complete the revised scope of work is \$97,890 (Attachment 1, Exhibit B).

Consistent with other consultant service agreements, staff is also recommending a 10 percent contingency to address potential changes in the scope of work as approved by the Town Manager. The total cost with the recommended budget augmentation and a 10 percent contingency is \$107,679. The revised cost is within the reimbursable grant funding under the existing agreement with HCD.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to execute a first amendment to the agreement with M-Group to (Attachment 1) by:

- Extending the Agreement through September 30, 2023, consistent with terms of the HCD agreement;
- Augmenting the budget by \$9,705.00 due to changes in the project scope; and
- Including a contingency clause authorizing the Town Manager to authorize budget changes up to 10 percent.

These changes would result in a total agreement cost of \$107,679, including the contingency.

COORDINATION:

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

FISCAL IMPACT:

The amendment to the agreement would increase the budget for the project by \$9,705 to \$97,890. The total cost with the recommended budget augmentation and 10 percent contingency is \$107,679. The cost of the revised project would be reimbursed by an equal amount of grant revenue received. The grant reimbursement funds will be added to the Town's budget prior to payment of the invoices of the planning consultants.

PAGE 4 OF 4

SUBJECT: SB 2 Planning Grant Program Planning Consultant Agreement First Amendment

DATE: February 24, 2022

ENVIRONMENTAL REVIEW:

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

Attachments:

1. Draft M-Group First Amendment to an Agreement with Exhibits A and B
2. Resolution 2019-053
3. HCD Agreement
4. SB2 Grant Funds Extension

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

THIS FIRST AMENDMENT AGREEMENT is dated for identification this 1st day of March 2022, and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and M-Group, ("Consultant"), whose address is 51 E. Campbell Ave. #1247, Campbell, CA 95009. This Agreement is made with reference to the following facts.

RECITALS

- A. The Town and Consultant entered into an Agreement dated March 16, 2021, to provide Planning Consultant Services for preparation of by right findings and objective standards for review of housing development applications as provided in the Town of Los Gatos SB 2 Planning Grant Program (Exhibit A).
- B. The Town desires to extend the Agreement to September 30, 2023.

AMENDMENT

- 1. Time of Performance of the Amendment Agreement is hereby amended to provide that the term of the Agreement is for the period March 1, 2022, through September 30, 2023.
- 2. Contingency as described in the amended Scope of Services attached as Exhibit B.
- 3. Scope of services as described in the amended Scope of Services attached as Exhibit B.
- 4. Compensation as described in the amended Fee Schedule attached as Exhibit B.
- 5. All other terms and conditions of the Agreement dated March 16, 2021, remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this First Amendment Agreement as of the date indicated above.

Town of Los Gatos:

Consultant:

By: _____
Laurel Prevetti
Town Manager

By: _____
Geoff Bradley,
M-Group (Metropolitan Planning
Group)

Department Approval:

Joel Paulson
Director of Community Development

Approved as to Form:

Robert Schultz
Town Attorney

Attest:

Shelley Neis, MMC, CPMC
Town Clerk

AGREEMENT FOR CONSULTANT SERVICES

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

I. RECITALS

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

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide the services as described in the Scope of Services attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from the date of execution through February 28, 2022.
- 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 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 \$88,185** inclusive of all costs. Payment shall be made against tasks at costs as set forth in Exhibit B (Fee Schedule). Consultant shall be compensated for services in addition to those described in Exhibit A only if Consultant and Town execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services.
- 2.7 Flexibility. The distribution of hours between staff categories and tasks in Exhibit B (Fee Schedule) is an estimate. While the total costs shall not exceed amount in Section 2.6 above, the distribution of hours/costs may vary depending on actual execution.
- 2.8 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

planning@losgatosca.gov

- 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. 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@losgatosca.gov
planning@losgatosca.gov

To Consultant:

Geoff I. Bradley
M-Group
51 E. Campbell Ave. #1247
Campbell, CA 95009

Phone: (408) 340-5642

E-mail: gbradley@m-group.us

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

- 4.7 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 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

Consultant:

DocuSigned by:

Laurel Prevetti

6/16/2021

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Laurel R. Prevetti, Town Manager
Town of Los Gatos

Geoff Bradley

geoff bradley (Apr 6, 2021 13:12 PDT)

Geoff Bradley
M-Group

Department Approval:

DocuSigned by:

Joel Paulson

6/14/2021

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Joel Paulson
Community Development Director

Approved as to Form:

DocuSigned by:

Robert W. Schultz

6/16/2021

2FE0938555B744C...

Robert W. Schultz
Town Attorney

Attest:

DocuSigned by:

Shelley Neis

6/16/2021

B9000F05B1F34F0...

Shelley Neis
MMC, CPMC, Town Clerk



SCOPE OF SERVICES

The tasks detailed below provide a scope of services for M-Group to develop the Objective Standards and By-Right Findings for the Town of Los Gatos.

PHASE 1: BACKGROUND AND INVESTIGATION

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

Task 1.1 – Project Initiation

M-Group will work with Town staff to finalize a scope of work and set the parameters for the project.

Task 1.2 – Background Information and Preliminary Issues

Through a review of existing documents and tours of the existing context, M-Group would develop a baseline understanding. The documents M-Group will review include but are not limited to:

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

M-Group will prepare a preliminary understanding of development issues to be addressed through the process, for review with committees or Town bodies identified in coordination with Town staff.

Task 1.3 – Committee Meeting

M-Group will meet with identified committee members for review and discussion of development issues and potential issues to be addressed by the objective standards.



Task 1.4 – Public Workshop

In coordination with Town staff, M-Group will prepare and host a community meeting to introduce the Objective Standards process to community members. It is assumed that the workshop will be an online event to educate the community about the relevance and importance of objective standards in the context of recent housing legislation and solicit input from community members.

PHASE 2: OBJECTIVE STANDARDS DEVELOPMENT

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

Task 2.1 – Preliminary Objectives Standards Development

M-Group will develop draft language that demonstrates potential objective solutions to design and development issues in keeping with identified development and design guideline goals.

Task 2.2 – Committee Meeting

M -Group will provide committee members with the draft material as a follow up to Phase I meetings and discussion.

Task 2.3 – Stakeholder Group

M-Group will hold additional a meeting with potential stakeholders identified with Town staff, such as multi-family developers, housing advocates, and neighborhood groups.

Task 2.4 – Meeting with Town Staff

M-Group will finalize this task by meeting with Town staff to solidify the work product developed and discussed during this phase and identify the parameters for refinement of the objective standards in the next phase.

PHASE 3: REVIEW AND REVISIONS

During the Review and Revisions Phase of the project, M-Group will work with appropriate committees and Town staff to refine the objective standards in advance of final review and preparation for the adoption process in Phase 4.

Task 3.1 – Administrative Draft Preparation

M-Group will prepare an administrative draft of the standards and other parts of the identified Code amendments.



Task 3.2 – Committee Meeting

M-Group will work with Town staff and a final committee meeting to refine the administrative draft documents.

Task 3.3 – Revised Administrative Draft for Staff Review

M-Group will prepare the Code amendment documents in advance of the review and adoption process in the final phase.

PHASE 4: PRESENTATION AND ADOPTION

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

Task 4.1 – Planning Commission Meeting

M-Group will prepare the staff report and presentation to the Planning Commission in advance of the Commission's meeting to review and recommend the Code amendments.

Task 4.2 – Town Council Hearing

M-Group will prepare the staff report and presentation to the Town Council together with a memorandum of any edits or augments recommended by the Planning Commission. M-Group will attend the hearing to present the proposed Code amendments.

Task 4.3 – Final Documentation

Following adoption, M-Group will update and deliver to Town staff the finalized project documents.

TOWN OF LOS GATOS PGP Consulting Services		M-GROUP							
Phase Number / Task Description		Geoff Bradley Principal-in-Charge	Tom Ford Project Manager	Sung Kwon Housing + CEQA Advisor	Asher Kohn Associate Planner	Erin Tou Associate Planner	Kristina Paulauskaite Associate Urban Designer	M-Group Hours	Task Subtotal
		Hourly Billing Rate	\$220	\$165	\$165	\$125	\$125		
PHASE 1: BACKGROUND AND INVESTIGATION									
1.1	Project Initiation	2	3	2	4			11	
1.2	Background Information and Preliminary Issues	2	40	16	80		8	146	
1.3	Committee Meeting		6	4	10			20	
1.4	Public Workshop	6	12	6	28	8		60	
Task 1 Subtotal:		10	61	28	122	8	8	237	\$34,135
PHASE 2:	OBJECTIVE STANDARDS DEVELOPMENT								
2.1	Preliminary Objectives Standards Development	2	40	8	60		20	130	
2.2	Committee Meeting		6		10			16	
2.3	Stakeholder Group		3	2	8			13	
2.4	Meeting with Town Staff		4	4	8		8	24	
Task 3 Subtotal:		2	53	14	86	0	28	183	\$25,745
PHASE 3:	REVIEW AND REVISIONS								
3.1	Administrative Draft Preparation	2	20	4	40		16	82	
3.2	Committee Meeting		6		10			16	
3.3	Revised Administrative Draft for Staff Review	2	8	2	20		8	40	
Task 4 Subtotal:		4	34	6	70	0	24	138	\$19,230
PHASE 4:	PRESENTATION AND ADOPTION								
4.1	Planning Commission Meeting	3	5		10			18	
4.2	Town Council Hearing	2	6		10			18	
4.3	Final Documentation		4		20		4	28	
Task 5 Subtotal:		5	15	0	40	0	4	64	\$9,075
Total Project									\$88,185



REVISED SCOPE OF SERVICES

M-Group proposes adjustments to the existing scope of work and budget for the contract to prepare Objective Standards for the Town of Los Gatos. These adjustments reflect changes to the work program and public outreach effort and have been developed in coordination with Town staff. The net changes to the project budget and Fee Schedule, including the contingency, are \$19,494 and are shown in Table 1.

CONTRACT EXTENSION

Extend the agreement with the Town through September 30, 2023.

PHASE 1: BACKGROUND AND INVESTIGATION \$4,730

Task 1.3 – Committee Meeting

To accommodate additional meetings with the Planning Commission Subcommittee, this Task will provide four additional meetings. Two of these meetings can be accommodated by reassigning meetings in other Tasks and two meetings will be added the scope and fee.

PHASE 2: OBJECTIVE STANDARDS DEVELOPMENT (\$1,825)

Task 2.3 – Stakeholder Group

This task will be folded into Community Meeting #1, to be conducted as part of Task 1.4 in the existing scope of work.

PHASE 3: REVIEW AND REVISIONS \$6,800

(NEW) Task 3.2 – Community Meeting #2

A second community meeting will allow for a public presentation of the Objective Standards following their preparation but in advance of the adoption review process with the Planning Commission and Town Council.

PROJECT CONTINGENCY \$9,789

A contingency to allow for budget adjustments up to 10 percent of the total budgeted amount (\$97,890) with approval of the Town Manager. Contingency funds may only be used with written authorization from the Town's Project Manager. A contingency fee is also being added to provide for future minor adjustments during the period of the contract and made at the direction of Town staff.

TABLE 1

PHASE	TASK	COST
1	Task 1.3 (additional Subcommittee meetings)	\$4,730
2	Task 2.3 (combine with Community Meeting #1)	-\$1,825
3	NEW Task 3.2 (Community Meeting #2)	\$6,800
	Existing Contract	\$88,185
	Revised Total Fee	\$97,890
Contingency	10% of Revised Total Fee	\$9,789
	TOTAL NOT TO EXCEED	\$107,679

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RESOLUTION 2019-053

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

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

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

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

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

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

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

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

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

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

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

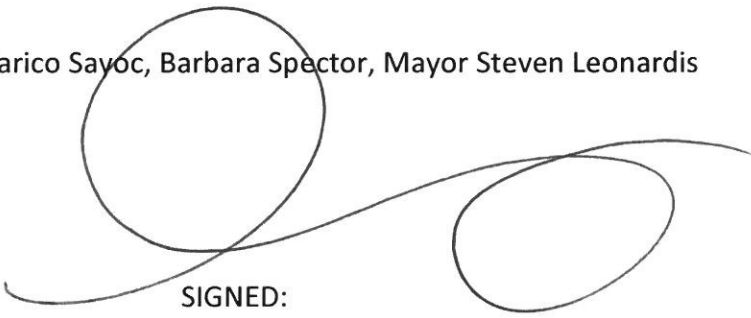
COUNCIL MEMBERS:

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

NAYS: None

ABSENT: None

ABSTAIN: None

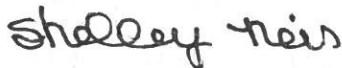


SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: 11/8/19

ATTEST:



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

DATE: 11/8/2019

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD.213 (Rev. 03/2019)

AGREEMENT NUMBER

19-PGP-13903

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

AGR 20.120

CONTRACTOR'S NAME

Town of Los Gatos

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

12/31/2022

3. The maximum amount of this Agreement is:

\$160,000.00

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

EXHIBITS

TITLE

PAGES

Exhibit A Authority, Purpose and Scope of Work

2

Exhibit B Budget Detail and Payment Provisions

5

Exhibit C State of California General Terms and Conditions

GTC - 04/2017

Exhibit D PGP Terms and Conditions

8

Exhibit E Special Conditions

0

TOTAL NUMBER OF PAGES ATTACHED

15

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

Town of Los Gatos

CONTRACTOR BUSINESS ADDRESS

110 E. Main Street

CITY

Los Gatos

STATE

CA

ZIP

95030

PRINTED NAME OF PERSON SIGNING

Laurel Prevetti

TITLE

Town Manager

CONTRACTOR AUTHORIZED SIGNATURE

Laurel Prevetti

DATE SIGNED

6-12-2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

TITLE

Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

Sham Singh

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

6/24/2020

Exempt per: SCM Vol. 1 4.04.A.3 (DGS memo dated 8/12/1981)

EXHIBIT A

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

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

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

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

2. Grant and Reimbursement Limit

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

3. Grant Timelines

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

EXHIBIT B

4. Allowable Uses of Grant Funds

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

5. Performance

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

Planning Grants Program (PGP)
NOFA Date: March 28, 2019
Approved Date: October 17, 2019
Prep. Date: March 12, 2020

EXHIBIT B

6. Fiscal Administration

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
- 1) Government Agency Taxpayer ID Form (GovTIN; Fi\$cal form);
 - 2) A Request for Funds on a form provided by the Department; and
 - 3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:
- Department of Housing and Community Development
Housing Policy Development
Land Use Planning Unit
Attention: PGP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050
- E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:

EXHIBIT B

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

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

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

EXHIBIT B

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

EXHIBIT D

PGP TERMS AND CONDITIONS

1. Reporting

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

2. Accounting Records

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

3. Audits

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

EXHIBIT D

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

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

EXHIBIT D

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

4. Remedies of Non-performance

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

EXHIBIT D

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

- 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.

G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:

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

5. Indemnification

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

6. Waivers

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

EXHIBIT D

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

7. Relationship of Parties

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

8. Third-Party Contracts

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

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

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

EXHIBIT D

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

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

10. Litigation

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

11. Changes in Terms/Amendments

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

12. State-Owned Data

- A. Definitions

EXHIBIT D

1) Work:

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

2) Work Product:

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

3) Inventions:

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

B. Ownership of Work Product and Rights

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

EXHIBIT D

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

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

13. Special Conditions

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

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From: [SB2 Reimbursements@HCD](mailto:SB2_Reimbursements@HCD)
To: [Ryan Safty](#); [Herrera, Fidel@HCD](mailto:Herrera,Fidel@HCD); [HCD Service Contracts](#); [Sean Mullin](#)
Cc: [SB2 Planning Grant@HCD](mailto:SB2_Planning_Grant@HCD)
Subject: Re: SB2 Funds - Extension Request - Town of Los Gatos
Date: Tuesday, January 18, 2022 4:26:45 PM
Attachments: [image004.png](#)

EXTERNAL SENDER

Hi Ryan,

Expenditure deadlines have been extended for Sb2 through Sept 2023, I hope this answers your questions.

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**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 3/1/2022

ITEM NO: 7

DATE: February 24, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the Fiscal Year 2020/21 Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921), Completed by Villalobos and Associates, and Authorize the Town Clerk to File for Recordation

RECOMMENDATION:

Authorize the Town Manager to execute a Certificate of Acceptance and Notice of Completion for the Fiscal Year (FY) 2020/21 Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921), completed by Villalobos and Associates, and authorize the Town Clerk to file for recordation.

BACKGROUND:

The FY 2020/21 Curb, Gutter, and Sidewalk Maintenance Project focused on replacing or retrofitting curb ramps in compliance with the Americans with Disabilities Act (ADA) and other accessibility requirements. Title II of the ADA obligates jurisdictions to upgrade non-conforming curb ramps when streets are resurfaced from one intersection to another. The United States Department of Justice has determined that roadway resurfacing work such as asphalt overlay and rubber cape seal prompts curb ramps on associated streets to be installed or upgraded per latest ADA requirements and standards.

At the February 2, 2021, Town Council meeting, Council approved the plans and specifications for the Annual (FY 2020/21) Curb, Gutter, and Sidewalk Maintenance Project, approved advertising for bid, and authorized the Town Manager to award a construction contract in an amount not to exceed \$771,100, including contingencies.

PREPARED BY: WooJae Kim
Town Engineer

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

PAGE 2 OF 3

SUBJECT: Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the FY 2020/21 Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921), Completed by Villalobos and Associates, and Authorize the Town Clerk to File for Recordation

DATE: February 24, 2022

BACKGROUND (continued):

On February 25, 2021, the Town received eight bids ranging from \$417,130 to \$634,318. The lowest responsible bid of \$417,130 was from Villalobos and Associates, and a construction contract for the amount was awarded. On March 16, Council authorized the project contingency to be increased from ten percent to 30 percent of the contract award amount to allow for additional curb, gutter, and sidewalk work to be completed utilizing the low unit bid prices received from Villalobos and Associates.

DISCUSSION:

Due to delays associated with the execution of the contract, the construction project started in June 2021. Villalobos and Associates has since satisfactorily completed all contracted work items, including 24% of additional related concrete work, for a final contract amount of \$519,205. Staff recommends accepting the project.

Five percent of the faithful performance bonds will remain in effect for a period of two years as a guarantee for any needed repair or replacement caused by defective materials and/or workmanship for the project. The execution and recordation of the Certificate of Acceptance is required to finalize the Town's acceptance and to release the retention funds withheld from the contractor.

CONCLUSION:

Authorize the Town Manager to execute a Certificate of Acceptance and Notice of Completion for the FY 2020/21 Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921), completed by Villalobos and Associates, and authorize the Town Clerk to file the certificate with the County Clerk-Recorder's Office for recordation.

COORDINATION:

This project has been coordinated with the Finance Department.

FISCAL IMPACT:

Parks and Public Works 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 utilized both full-time and part-time temporary staff.

SUBJECT: Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the FY 2020/21 Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921), Completed by Villalobos and Associates, and Authorize the Town Clerk to File for Recordation

DATE: February 24, 2022

FISCAL IMPACT (continued):

The fiscal table below reflects a multi-year project that crosses Fiscal Years 2020/21 and 2021/22. This report is meant to close out the contract with Villalobos and Associates associated with the FY 2020/21 work. The project fund balance will carry to the next year's project.

FY 2020/21 - FY 2021/22 Curb, Gutter, and Sidewalk Maintenance Project 813-9921		
	Budget	Costs
GFAR FY 2020/21 - FY 2021/22	\$ 1,117,813	
Grant Funding	\$ 62,884	
Total Budget	\$ 1,180,697	
Construction (including contingency) - Villalobos & Associates		\$ 519,205
Consultation Services - Ninyo & Moore		\$ 9,616
Misc.		\$ 895
Advertising		\$ 952
Blueprint/Copy/Postage		\$ 325
Santa Clara County Clerk		\$ 50
Total Expenditures		\$ 531,042
Remaining Budget		\$649,654

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is Categorically Exempt (Section 15301c). A Notice of Exemption was previously filed.

Attachment:

1. Certificate of Acceptance and Notice of Completion

Recording Requested by:

TOWN OF LOS GATOS

WHEN RECORDED MAIL TO:

CLERK ADMINISTRATOR
TOWN OF LOS GATOS
110 E MAIN ST
LOS GATOS, CA 95030

(SPACE ABOVE BAR FOR RECORDER'S USE)

(RECORD WITHOUT FEE UNDER GOVERNMENT CODE SECTIONS 27383 AND 6103)

TYPE OF RECORDING

CERTIFICATE OF ACCEPTANCE AND NOTICE OF COMPLETION

PPW JOB NO. 20-813-9921 FY 2020/21 Curb, Gutter, and Sidewalk Maintenance Project

TO WHOM IT MAY CONCERN:

I do hereby certify that **Villalobos & Associates** completed the work called for in the agreement with the Town of Los Gatos dated March 30, 2021. The work is outlined in the Town's bid process prepared by the Town of Los Gatos and generally consisted of furnishing all labor, materials, tools, equipment, and services required for completion of the PPW Job No. 20-813-9921 located in the TOWN OF LOS GATOS, County of Santa Clara, State of California and was completed, approved and accepted **March 1, 2022**.

Bond No.: 18L005055

Date: April 6, 2021

TOWN OF LOS GATOS

By: _____
Laurel Prevetti, Town Manager

Acknowledgement Required

ATTACHMENT 1

AFFIDAVIT
To Accompany Certificate of Acceptance and Notice of Completion
PPW JOB NO. 20-813-9921 FY 2020/21 Curb, Gutter, and Sidewalk Maintenance Project

I, **LAUREL PREVETTI**, the Town Manager of the Town of Los Gatos, have read the foregoing CERTIFICATE OF ACCEPTANCE AND NOTICE OF COMPLETION and know the contents thereof. The same is true of my own knowledge, except as to the matters which are therein alleged on information or belief, and as to those matters I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on _____, 2022 at Los Gatos, California.

LAUREL PREVETTI, TOWN MANAGER
Town of Los Gatos

RECOMMENDED BY:

Matt Morley
Director of Parks and Public Works

Date: _____

APPROVED AS TO FORM:

Robert Schultz, Town Attorney

Date: _____

Notary Jurat Required



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 3/1/2021

ITEM NO: 8

DATE: February 24, 2022

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Oak Meadow Bandstand Area Improvements (CIP No. 831-4007)
Staff Recommends the Following Actions:

- a. Accept Per Capita Program Grant Funds in Amounts of \$177,952 and \$18,778 from the California Department of Parks and Recreation; and
- b. Authorize the Town Manager to Execute Grant Agreements for the Per Capita Program; and
- c. Authorize Revenue and Expenditure Budget Decrease for the Project in an Amount of \$159,174 to Recognize Only the Los Gatos Per Capital Share of the Grant in the Fiscal Year 2021/22 Capital Improvement Program Budget for the Grant Funds.

RECOMMENDATION:

Staff Recommends the following actions for the Oak Meadow Bandstand Area Improvements (CIP No. 831-4007):

- a. Accept Per Capita Program grant funds in amounts of \$177,952 and \$18,778 from the California Department of Parks and Recreation; and
- b. Authorize the Town Manager to execute grant agreements for the Per Capita Program (Attachments 1 and 2); and
- c. Authorize revenue and expenditure budget decrease for the project in an amount of - \$159,174 to recognize only the Los Gatos per capita share of the grant in the Fiscal Year (FY) 2021/22 Capital Improvement Program (CIP) Budget for the grant funds.

PREPARED BY: WooJae Kim
Town Engineer

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

BACKGROUND:

The adopted FY 2021/22-2025/26 CIP Budget designates funding for the Oak Meadow Bandstand Area Improvements (CIP No. 831-4007) to improve the perimeter outdoor space around Lyndon Bandstand in Oak Meadow Park to a more accessible and programmable event space. The project original budget was assuming the City of Monte Sereno collaboration to provide its per capita share of \$177,952. The City of Monte Sereno is no longer participating in this project.

DISCUSSION:

On November 5, 2019, the Town Council approved a resolution authorizing staff to submit applications to the State Department of Parks and Recreation for the Per Capita Program grant funds. The program originated from the Parks, Environmental, and Water Bond Act of 2018 (Proposition 68) passed by the voters in 2018. The Per Capita Program allocated funds for cities and districts to rehabilitate, create, and improve local parks.

Operated and maintained by the Parks and Public Works Department, Oak Meadow Park is located on the northeast corner of Blossom Hill Road and University Avenue, west of the main entry to Vasona Lake County Park. A variety of community events are hosted there, as well as small private gatherings, through the Town's reservation process. On December 1, 2020, the Town Council approved modifications to the Town's Facility Use Policy to allow private use of certain areas within Oak Meadow Park, such as Lyndon Bandstand, by reservations.

The Oak Meadow Bandstand Area Improvements Project would provide landscaping and accessibility improvements to the area around Lyndon Bandstand to accommodate more variety of public and private events, including small cultural gatherings, weddings, musical venues, and other community gatherings.

In November 2021, staff submitted the Per Capita Program grant applications for the Oak Meadow Bandstand Area Improvements Project in an amount of \$177,952 and for additional funds in an amount of \$18,778 available through the Urban County Per Capita for cities within urbanized counties (a county with a population of 500,000 or more).

In January 2022, the State approved the Town's applications for the Proposition 68 funds for the project. The grant funds are subject to the terms and conditions outlined in the grant agreements.

Through the Town's procurement process, staff has selected a qualified landscape architectural firm for the design services for the project and is currently in the process of negotiating and

DISCUSSION (continued):

awarding a consultant services agreement. The design phase is anticipated to start in March 2022, and it will involve community and stakeholder engagements.

CONCLUSION:

Staff recommends that Council accept the Per Capita Program grant funds, authorize the Town Manager to execute the grant agreements, and authorize the budget adjustments in a total amount of \$196,730 in the FY 2021/22 CIP Budget to receive and expend the grant funds. Approval of the recommendations would allow staff to continue proceeding with the Oak Meadow Bandstand Area Improvements Project. Construction for the project is anticipated in early 2023.

COORDINATION:

This project has been coordinated with the Finance Department.

FISCAL IMPACT:

Budget adjustments will correct the Town of Los Gatos available grant funding in the FY 2021/22 – 2025/26 CIP Budget for the Oak Meadow Bandstand Area Improvements Project (CIP No. 831-4007).

Oak Meadow Bandstand Area Improvements Project 831-4007		
	Budget	Costs
GFAR	\$ 90,000	
Per Capita Program Grants	\$ 196,730	
Total Budget	\$ 286,730	
Design Consultant		\$ 50,000
Design Contingency		\$ 5,000
Construction (including contingency)		\$ 220,000
Temporary Staff		\$ 6,730
Other Project Delivery Costs		\$5,000
Total Expenditures		\$ 286,730
Remaining Budget		\$0

Parks and Public Works staff costs are tracked for all projects. Tracking of staff costs allows for accountability in the costs of projects, recovery of costs from grant funded projects, and

PAGE 4 OF 4

SUBJECT: Oak Meadow Bandstand Area Improvements (CIP No. 831-4007)

DATE: February 24, 2022

FISCAL IMPACT (continued):

identification of future staffing needs. This project utilizes a combination of full-time budgeted staff and temporary staff that support fluctuating workloads. The costs associated with staff that are not included in the Parks and Public Works Department budget will be charged to the project through an administrative transfer of funds.

ENVIRONMENTAL ASSESSMENT:

The project is Categorically Exempt pursuant to the California Environmental Quality Act Guidelines - Section 15301: Existing Facilities. A Notice of Exemption will be filed.

Attachments:

1. Grant Contract Per Capita Program for \$177,952
2. Grant Contract Per Urban County Capita for \$18,778

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE Town of Los Gatos

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Town of Los Gatos

Grantee

By _____
(Signature of Authorized Representative)

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Title Town Manager

By _____

Date _____

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9801659	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000013285			PROJECT NO. 18-43-014	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$177,952.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2021/22	
TOTAL AMOUNT ENCUMBERED TO DATE \$177,952.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69801	PROJECT / WORK PHASE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and Town of Los Gatos (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

Town of Los Gatos (GRANTEE):

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: Laurel Prevetti, Town Manager

Date: _____

By:

Date: _____

Approved as to Form:

Robert Schultz, Town Attorney

Date: _____

Attest:

Shelley Neis, MMC, CPMC, Town Clerk

Date: _____

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE Town of Los Gatos

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2038

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Town of Los Gatos

Grantee

By _____
(Signature of Authorized Representative)

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Title Town Manager

By _____

Date _____

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9802337	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000013285			PROJECT NO. 18-43-015	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$18,778.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 23	STATUTE 19	FISCAL YEAR 2021/22	
TOTAL AMOUNT ENCUMBERED TO DATE \$18,778.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69803	PROJECT / WORK PHASE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and Town of Los Gatos (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$18,778, subject to the terms and conditions of this AGREEMENT and the 2019/20 California State Budget, Chapter 23, statutes of 2019, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

Town of Los Gatos (GRANTEE):

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: Laurel Prevetti, Town Manager

Date: _____

By:

Date: _____

Approved as to Form:

Robert Schultz, Town Attorney

Date: _____

Attest:

Shelley Neis, MMC, CPMC, Town Clerk

Date: _____



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 3/1/2022

ITEM NO: 9

DATE: February 24, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the Public Right-of-Way Improvements for 15630 and 15632 Los Gatos-Almaden Road, Completed by DBI Construction, Inc., and Authorize the Town Clerk to Submit for Recordation

RECOMMENDATION:

Staff recommends that the Town Council authorize the Town Manager to execute a Certificate of Acceptance and Notice of Completion (Attachment 1) for the public right-of-way improvements for 15630 and 15632 Los Gatos-Almaden Road, completed by DBI Construction, Inc., and authorize the Town Clerk to submit for recordation.

BACKGROUND:

On April 2, 2019, the Development Review Committee approved the Subdivision Application M-18-006 for a 0.54-acre lot located at 15630 Los Gatos-Almaden Road, and Architecture and Site Applications S-18-035 and S-18-036 to construct two single-family residences on lands (zoned R-1:8) to be subdivided. On December 1, 2020, the Town Council approved the Parcel Map for the site, accepting public right-of-way and public service easement dedications.

DISCUSSION:

The public right-of-way improvements for the residential development included installation of new curb, gutter, and sidewalk and roadway pavement restoration. On March 17, 2021, DBI Construction, Inc., and the Town entered into a Subdivision Improvement Agreement for the

PREPARED BY: Mike Weisz
Senior Civil Engineer

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

PAGE 2 OF 2

SUBJECT: Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the Public Right-of-Way Improvements for 15630 and 15632 Los Gatos-Almaden Road, Completed by DBI Construction, Inc., and Authorize the Town Clerk to Submit for Recordation

DATE: February 24, 2022

DISCUSSION (continued):

construction of the public improvements. Faithful performance and labor and materials bonds were required from DBI Construction, Inc., to ensure completion of the improvements.

DBI Construction, Inc., has now completed the work per the conditions of the agreement, and staff is recommending project acceptance. Ten percent of the faithful performance bond shall be retained for a period of two years as a guaranty from any defective materials and workmanship. The execution and recordation of the Certificate of Acceptance and Notice of Completion is required to finalize the Town's acceptance of the public right-of-way improvements.

CONCLUSION:

Authorize the Town Manager to execute a Certificate of Acceptance and Notice of Completion for the Public right-of-way improvements for 15630 and 15632 Los Gatos-Almaden Road, completed by DBI Construction, Inc., and authorize the Town Clerk to submit the documents to the County Clerk-Recorder's Office for recordation.

FISCAL IMPACT:

The improvements are within the public right-of-way and will become part of the Town's infrastructure to be maintained after the expiration of the two-year warranty period.

ENVIRONMENTAL ASSESSMENT:

The project is Categorically Exempt pursuant to the California Environmental Quality Act Guidelines - Section 15315: Minor Land Divisions and Section 15303: New Construction or Conversion of Small Structures.

Attachment:

1. Certificate of Acceptance and Notice of Completion

Recording Requested by:

TOWN OF LOS GATOS

WHEN RECORDED MAIL TO:

TOWN CLERK
TOWN OF LOS GATOS
110 E MAIN ST
LOS GATOS, CA 95030

(SPACE ABOVE BAR FOR RECORDER'S USE)

(RECORD WITHOUT FEE UNDER GOVERNMENT CODE SECTIONS 27383 AND 6103)

TYPE OF RECORDING

CERTIFICATE OF ACCEPTANCE AND NOTICE OF COMPLETION

15630 & 15632 LOS GATOS-ALMADEN ROAD, LOS GATOS, CA

APNs 523-33-025 and 523-33-026

TO WHOM IT MAY CONCERN:

I do hereby certify that **DBI Construction, Inc.**, completed the work called for in the Subdivision Improvement Agreement located in the TOWN OF LOS GATOS, County of Santa Clara, State of California dated March 17, 2021. The work was completed in August 2021, and approved and accepted on **March 1, 2022.**

Bond No.: 4444912

Date: February 12, 2021

SURETEC INSURANCE COMPANY

9737 Great Hills Trail, Suite 320, Austin, TX 78759

TOWN OF LOS GATOS

By: _____
Laurel Prevetti, Town Manager

Acknowledgement Required

AFFIDAVIT
To Accompany Certificate of Acceptance and Notice of Completion
15630 & 15632 Los Gatos-Almaden Road, Los Gatos, CA
APNs 523-33-025 and 523-33-026

I, **LAUREL PREVETTI**, the Town Manager of the Town of Los Gatos, have read the foregoing CERTIFICATE OF ACCEPTANCE AND NOTICE OF COMPLETION and know the contents thereof. The same is true of my own knowledge, except as to the matters which are therein alleged on information or belief, and as to those matters I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on _____, 2022 at Los Gatos, California.

LAUREL PREVETTI, TOWN MANAGER
Town of Los Gatos

RECOMMENDED BY:

Matt Morley
Director of Parks and Public Works

Date: _____

APPROVED AS TO FORM:

Robert Schultz, Town Attorney

Date: _____

Notary Jurat Required



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 3/1/2022

ITEM NO: 10

DATE: February 24, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Receive Report on Town Sustainability Efforts

RECOMMENDATION:

Receive Report on Town Sustainability Efforts.

BACKGROUND:

Through thoughtful planning over 135 years since incorporation in 1887, Los Gatos has managed to grow and evolve while maintaining respect for its beautiful natural setting and preserving its historic character and a distinct sense of place. Residents and leaders of Los Gatos have recognized that a healthy and prosperous community must weigh economic, environmental, and social goals when planning for the future. In 2010, the Town of Los Gatos adopted the 2020 General Plan that focused on promoting sustainability. In 2012, the Town Council adopted its first Sustainability Plan. Today, the Town is currently working on the Los Gatos 2040 General Plan which will promote sustainability efforts into the future. This staff report outlines highlights from the Town's current sustainability efforts.

DISCUSSION:

The Town of Los Gatos prides itself on retaining the charm and character of the community, conserving natural resources, and reducing waste. The following is an overview highlighting some of the Town's top sustainable efforts in each of five categories. These examples only touch on elements of the full effort. For a comprehensive list of Town sustainability efforts, please visit the [Environmental Initiatives](#) page of the Town's website.

PREPARED BY: Marina Chislett
Environmental Programs Specialist

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

DISCUSSION (continued):

COMMUNITY SUSTAINABILITY

General Plan Update: The General Plan update is a pivotal opportunity to shape the future of Los Gatos. Through this process, the Town and the community consider many pertinent sustainability topics to ensure Los Gatos is positioned to achieve its vision for the future. These areas include:

- Protect, conserve, and enhance natural and urban habitats and ecosystems in Los Gatos;
- Support local and regional efforts in the Town's response to climate change;
- Become a zero waste Town through encouraging sustainable procurement, extended producer responsibility, and innovative strategies; and
- Obtain clean, efficient energy supplies from cost-effective, renewable sources

Spring Into Green: The Town's annual sustainability celebration is back! On Sunday, April 24th, the Town of Los Gatos will be celebrating Earth Day at Town Plaza Park from 10:00 a.m. to 1:00 p.m. The festivities include environmentally focused exhibitor booths, a tree planting ceremony, the weekly Los Gatos Farmer's Market, family-friendly activities, live music, and more. For up-to-date information visit the [Spring Into Green](#) page.

Silicon Valley Clean Energy (SVCE): The Town of Los Gatos with 11 other cities in Santa Clara County formed SVCE, creating a community-owned utility agency. SVCE is redefining the local electricity market, providing residents, businesses, and Town facilities with new clean energy choices – renewable and carbon free electricity at competitive rates. Through careful sourcing of electricity, Los Gatos energy use in 2021 alone achieved the following:

- 96% reduction in electricity related emissions (26,556,000 million pounds greenhouse gas emissions avoided),
- \$35,600 in cash payments to customers generating surplus solar energy,
- \$369,000 in on-bill savings for Los Gatos customers (\$3,553,000 since launch in 2017), and
- 14,700 households and businesses receiving clean electricity from carbon-free sources

Sustainability Plan: The Town adopted its Sustainability Plan in 2012 and many of the ideas within that Plan have guided efforts over the last decade. Updating this Plan for the future is an implementation item in the draft 2040 General Plan.

GREEN STREETS, PARKS & TRAILS

Connect Los Gatos: Connect Los Gatos is a program of bicycle and pedestrian projects that promote connectivity and improve the multimodal network through the Town. Promoting alternative transportation, Connect Los Gatos aims at making it easier and safer for all to bike

DISCUSSION (continued):

and walk in Los Gatos. Branding of the program aids in community outreach and program recognition.

Electric Vehicle (EV) Charging Stations: EV Charging Stations help provide a diversity of fuel options to residents while helping to greatly reduce CO₂ emissions. The Town currently has 20 Tesla Supercharger stations. In addition, the Town also has six Tesla operated Level II Ports available for free public use and 16 Town operated ChargePoint Stations located throughout Town.

Environmental Waste Stations: The Town of Los Gatos and the City of Campbell partnered together with the West Valley Clean Water Authority and was awarded the B7 Safe, Clean Water and Natural Flood Protection Grant to execute ten environmental waste stations along the Los Gatos Creek Trail, with five locations in Los Gatos. These stations include a trash receptacle, a recycling receptacle, and a dog waste receptacle along with environmental messaging for litter prevention.

Recycling Expansion Programs: The Town provides residents with an easy option to recycle their waste by installing recycling receptacles throughout the Town of Los Gatos. The Town continues to expand containers throughout downtown and Town parks annually with the Beverage Container Recycling Grant provided by the California Department of Resources Recycling and Recovery (CalRecycle).

West Valley Clean Water Authority (WVCWA): The West Valley Clean Water Authority serves as the Stormwater Pollution Prevention Authority for the Town of Los Gatos and the West Valley cities. The purpose of the WVCWA is to provide facilitation of collaborative stormwater management and pollution prevention efforts to assist the Town in compliance with the municipal stormwater permit and improve water quality.

SUSTAINABLE FACILITIES

Green Business Certification: Since 2007, all Town facilities have been certified as a Green Business by Santa Clara County. To be certified “green,” the Town must be in compliance with all regulations and meet program standards for conserving resources, preventing pollution, and minimizing waste. The key goals of the program are to promote resource conservation and pollution prevention.

Hybrid Vehicles: Today, the Town has 13 hybrid vehicles, one electric motorcycle, and two Mitsubishi i-MiEVs that makeup the Town Fleet. Electric and hybrid vehicles reduce fuel consumption resulting in fewer greenhouse gas emission. Town staff consider electric vehicle options with all vehicle purchases.

DISCUSSION (continued):

Solar Panels: The Town currently utilizes solar at the Los Gatos Library, the Parks and Public Works Department, and the Police Operations Building. All Town facilities generate approximately 210kwh of solar energy, which helps to reduce the Town's greenhouse gas emissions generated by 47MT of CO2 emissions from Town operations.

LEED Gold Standards: The Library facility was constructed at the high LEED Gold standard. LEED is an internationally recognized green building certification system that measures features such as energy savings, water efficiency, CO2 emissions, indoor environmental quality, and stewardship of resources.

Library Battery Storage: Staff is currently pursuing the installation of battery storage at the Library to provide energy resiliency and to allow for the use of off-peak electricity during high energy consumption periods.

GREEN ORDINANCES

All-Electric Reach Codes: The Town of Los Gatos adopted an all-electric reach code for new construction on December 17, 2019. Los Gatos' code requires electrification for all single family and low-rise multifamily buildings

Organics Waste Disposal Reduction Ordinance (SB 1383): On November 16, 2021, Town Council adopted the Organic Waste Disposal Reduction Ordinance in compliance with SB 1383. Effective January 1, 2022, residents and businesses are required to divert organics from the landfill.

Single-Use Carry Out Bag Ordinance: The Single-Use Carry-Out Bag Ordinance was approved by the Town Council after considering an Environmental Impact Report in which Los Gatos joined 23 other cities to study the effects of single-use plastic bags on the environment. The intent of the ordinance is to reduce the environmental impacts and pollution from plastic bags, reduce waste, and promote a shift towards reusable bags as a Zero Waste measure. The Ordinance also helps the town meet requirements to reduce plastic bags found in waterways under the Municipal Stormwater Permit issued by the Regional Water Quality Control Board.

Plastics Ban: The Youth Commission often helps lead the way in environmental stewardship. This year, the Commission is working on legislation that would greatly reduce the output of harmful plastic waste pollution throughout the community.

Urgency Drought Ordinance: On August 3, 2021, the Town of Los Gatos passed an Urgency Drought Ordinance declaring the existence of a condition of water shortage and providing mandatory reductions in and specified prohibitions of water use. The Town launched the [#DroughtReadyLG](#) campaign on drought awareness education and continues to work with

DISCUSSION (continued):

Valley Water as part of the Drought Response Plan Task Force. In response to Valley Water's call for a 15% water usage reduction, the Town of Los Gatos did the following:

- Reduced Park Irrigation
- Reduced Median Irrigation
- Reduced Fountain Hours
- Adopt-A-Planter Water Efficiency

GROWING GREENER TOGETHER

Growing Greener Campaign: The Los Gatos: Growing Greener Together Campaign provides Town employees and community members with a seasonal newsletter featuring green tips and best practices for home and at work. As part of the Town's Green Business Certification, this campaign promotes resource conservation and pollution prevention.

Hazardous Waste Program: The Town partners with the Santa Clara County Household Hazardous Waste Program to ensure that Los Gatos residents correctly dispose of their household hazardous wastes. Improper storage and disposal of household hazardous waste, such as paint, solvents, and insecticides, is associated with accidental poisonings, collection worker safety risks, and environmental contamination of surface water and groundwater

Home Energy Saving Toolkits: As of 2018, the Los Gatos Library has partnered with Silicon Valley Energy Watch (SVEW) to offer Home Energy Saving Toolkits to residents. Each toolkit contains a variety of energy measurement tools along with free conservation items such as LED light bulbs and door and window sealing foam.

Keep Los Gatos Beautiful Month: Each April, the Town sponsors a series of events and programs to celebrate National Earth Day, National Arbor Day, and National Volunteer Recognition Week, with the goal of raising awareness about the environment and making a positive change on individual behavior.

MED-Project Program: The Police Department is participating in the County of Santa Clara MED-Project Program (Medication, Education, and Disposal), designed to encourage disposal of prescription medications. This is a free service fully funded by the MED-Project. Government facilities and private businesses (drug stores) within the County received secure disposal bins for kiosk disposal of qualified medications. The Town's MED-Project Disposal Bin is located at the Police Operations Building lobby located at 15900 Los Gatos Boulevard.

PAGE 6 OF 6

SUBJECT: Receive Report on Town Sustainability Efforts

DATE: February 24, 2022

CONCLUSION:

The Town of Los Gatos works closely with sustainability working groups, partners, and task forces to continue to identify opportunities that will further enhance the community, conserve natural resources, and reduce waste.

COORDINATION:

This report was coordinated with the Police Department and Community Development Department.

FISCAL IMPACT:

Fiscal impacts for the Town's sustainability efforts vary by item and are incorporated in the Town's Adopted Operating Budget, demonstrating a commitment to these investments. There is no impact as a result of this report.

ENVIRONMENTAL ASSESSMENT:

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



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 3/1/2022

ITEM NO: 11

DATE: February 24, 2022

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Shannon Road Pedestrian and Bikeway Improvements (CIP No. 813-0218):

- a. Receive an Update on the Shannon Road Pedestrian and Bikeway Improvements Project;
- b. Accept a Transportation Fund for Clean Air Grant in the Amount of \$174,250 from the Santa Clara Valley Transportation Authority;
- c. Authorize the Town Manager to Execute a Grant Agreement with the Santa Clara Valley Transportation Authority for the Transportation Fund for Clean Air Funds;
- d. Authorize a Revenue and Expenditure Increase for the Project in the Amount of \$174,250 in the Fiscal Year 2021/22 Capital Improvement Program Budget for the Grant Funds; and
- e. Authorize the Town Manager to Execute the First Amendment to the Consulting Services Agreement with ActiveWayz Engineering for Additional Design Services, in an Amount of \$44,840, for a Total Agreement Amount Not to Exceed \$171,471.

RECOMMENDATION:

Staff recommends the following actions for the Shannon Road Pedestrian and Bikeway Improvements (CIP No. 813-0218):

- a. Receive an update on the Shannon Road Pedestrian and Bikeway Improvements Project;
- b. Accept a Transportation Fund for Clean Air (TFCA) grant in the amount of \$174,250 from the Santa Clara Valley Transportation Authority (VTA);
- c. Authorize the Town Manager to Execute a Grant Agreement with VTA for the TFCA funds (Attachment 1);

PREPARED BY: WooJae Kim
Town Engineer

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

- d. Authorize a revenue and expenditure increase for the project in the amount of \$174,250 in the Fiscal Year (FY) 2021/22 Capital Improvement Program (CIP) Budget for the grant funds; and
- e. Authorize the Town Manager to execute the First Amendment (Attachment 2) to the Consulting Services Agreement with ActiveWayz Engineering for additional design services, in an amount of \$44,840, for a total agreement amount not to exceed \$171,471.

EXECUTIVE SUMMARY:

As this report demonstrates, the community engagement with this project has been comprehensive. Early input from a broad stakeholder base confirmed the need for the project and substantiated the goal of creating a safer environment for bicycle and pedestrian users. The need for enhanced safety is evident to anyone who has observed this stretch of roadway for any length of time. As adjacent neighbors began to express their interest and concerns with the project, the project team raised the level of engagement, including individual meetings and a resident-focused meeting on a Saturday morning that brought great attendance. As is typical with these projects, priorities do not always align among stakeholders, and in this case even among neighbors on the same block. Town staff has taken input and created a project that supports the project safety goals and maximized opportunities to meet stakeholder needs.

The project design presented is at 65% completion. This report is intended as a check-in with the Town Council to demonstrate the evolution of the project from the Town Council approved design concept until today, including an emphasis on adjustments that were made in response to the robust community outreach. Staff believes this is a strong design and recommends proceeding with the project to final design and ultimately bidding and construction without making additional programmatic changes at this stage. Any changes will have significant design and timing cost implications and will put grant funding at risk.

BACKGROUND:

The Shannon Road Pedestrian and Bikeway Improvements Project will provide pedestrian and bicycle safety improvements on Shannon Road between Los Gatos Boulevard and Cherry Blossom Lane. This segment of Shannon Road is a two-lane neighborhood collector street with high volumes of bicycle and pedestrian traffic when schools are in session. The street is a popular route for students attending Blossom Hill Elementary, Louise Van Meter Elementary, and Raymond J. Fisher Middle Schools. There are intermittent sections of sidewalk on both sides of the roadway. Currently, on-street parking is not allowed on Shannon Road between 7 a.m. and 6 p.m., except on Saturdays, Sundays, and holidays.

In June 2018, the Town was awarded a Vehicle Emissions Reductions Based at Schools (VERBS) federal grant in the amount of \$940,100 from the Metropolitan Transportation Commission

BACKGROUND (continued):

(MTC)'s One Bay Area Grant program (OBAG) distributed through the Santa Clara Valley Transportation Authority (VTA) to partially fund the project. Funding is designated in the FY 2021/22-2025/26 CIP Budget.

On November 5, 2019, the Town Council authorized the Town Manager to solicit design consultants and negotiate and execute a design consultant agreement in an amount not to exceed \$200,000. ActiveWayz Engineering was selected as the design consultant through the procurement process. A consultant services agreement for an amount not to exceed \$126,631 was negotiated and executed with ActiveWayz Engineering to include final design and construction administration support.

ActiveWayz Engineering analyzed the site and proposed two initial design concepts in collaboration with staff. Concept 1 included conventional sidewalks and Class II bikeways on both sides of Shannon Road. Concept 2 was for street-grade sidewalks and Class IV protected bikeways on both sides. The construction only cost for Concept 2 was estimated to be around \$2.9 million, which would not be feasible with the current project budget. These two concepts were presented to the Complete Streets and Transportation Commission (CSTC) on August 12, 2021, and to the community on August 25.

Attendees of the first community meeting commented that the project should focus more on the safety of young bicyclists and commuters to school on Shannon Road. As a result, a third concept with Class IV bikeways with green bollards was developed. Primary features of the three design concepts are summarized below:

Concept 1 – Conventional Sidewalk + Class II	Concept 2 – Street-Grade Sidewalk + Class IV	Concept 3 – Conventional Sidewalk + Class IV
Type of Bike Lanes		
Class II (5'-6' wide)	Class IV (5'-6' wide plus 3' separation from vehicle lanes)	Class IV (green bollards) / Class II (5'-6' wide plus 3' buffer from vehicle lanes)
Street Tree Removals (in Public ROW)		
Removal of three (3) trees	Removal of nine (9) trees	Removal of five (5) trees
On-Street Parking		
South side (Los Gatos Blvd to Cherry Blossom)	North side (Magneson Loop to Cherry Blossom)	Approx. five spaces on south side between Magneson Loop and Englewood Ave

Concept 1 – Conventional Sidewalk + Class II	Concept 2 – Street-Grade Sidewalk + Class IV	Concept 3 – Conventional Sidewalk + Class IV
Conform Work in Private Property		
Grading and other modifications required	Reduces encroachment into private property for conform work	Grading and other modifications required
Preliminary Estimate – Construction Only		
\$1.8M	\$2.9M	\$1.9M

The third concept was presented to the CSTC on September 9 and to the community on September 29. CSTC voted in support of the Concept 3 due to the protected Class IV bike facilities design, which provides higher sense of security/safety to bicyclists compared to Class II bikeways. Also, 50% of the second community meeting attendees voted in favor of Concept 3, and 44% voted for Concept 1 (standard Class II bikeway design). Few Shannon Road residents expressed concerns regarding the removal of the on-street parking in front of their specific properties, installation of Class IV bike lanes with green bollards, and questioned the need to install wide sidewalks on both sides of Shannon. Some attendees expressed desires to maintain the “rural and neighborhood feel” of Shannon Road.

On October 19, 2021, the Town Council considered the three design options and heard public comments regarding Design Concept 3 recommended by staff. Council ultimately approved Concept 3 without the green bollards in consideration of concerns heard from some Shannon Road residents about how they would impact the look and feel of the street and the neighborhood. Without the green bollards, the bike facility design for Concept 3 would be buffered Class II type. Council further directed staff to investigate alternative barrier options for bikeways acceptable to the Shannon Road residents and to continue engaging the community for the final design.

DISCUSSION:

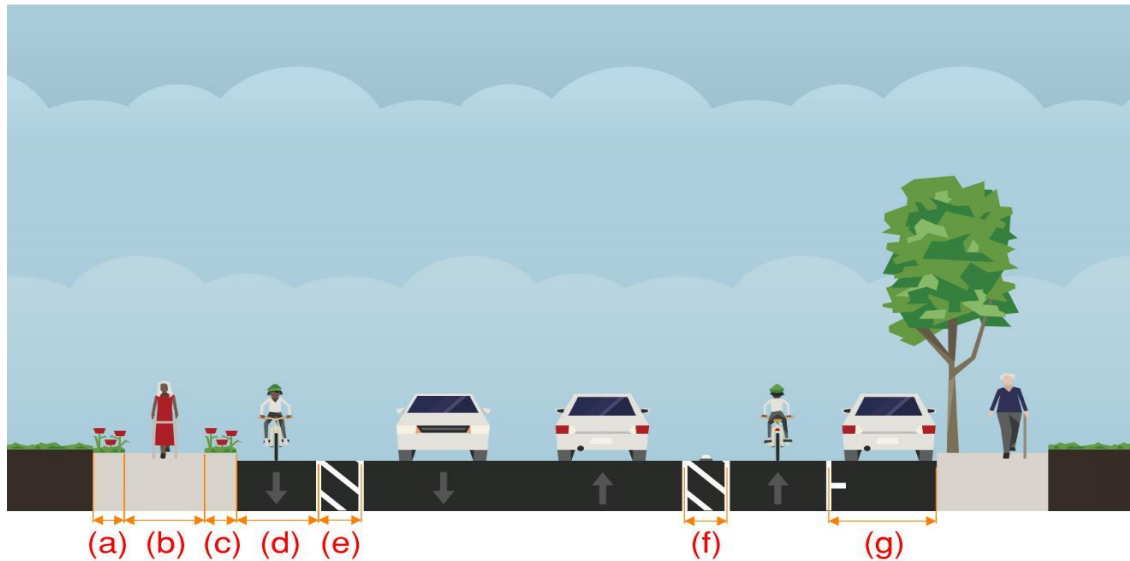
Online Survey on Priority of Design Elements

With the Council’s approval of the revised Concept 3, staff actively engaged with the Shannon Road residents. Residents continued to request minimizing the safety improvements to keep the rural neighborhood feel of Shannon Road. There were few variables for final design considerations such as locations and widths of planter areas, sidewalk, bike lanes, buffer space, on-street parking, and low-profile barriers. Staff conducted an online survey to better understand the residents’ priorities on these different design variables. Shannon Road residents were invited to rank the seven project elements by their priority (1 being the most important element and 7 being the least important). By November 10, 2021, 21 out of the 35

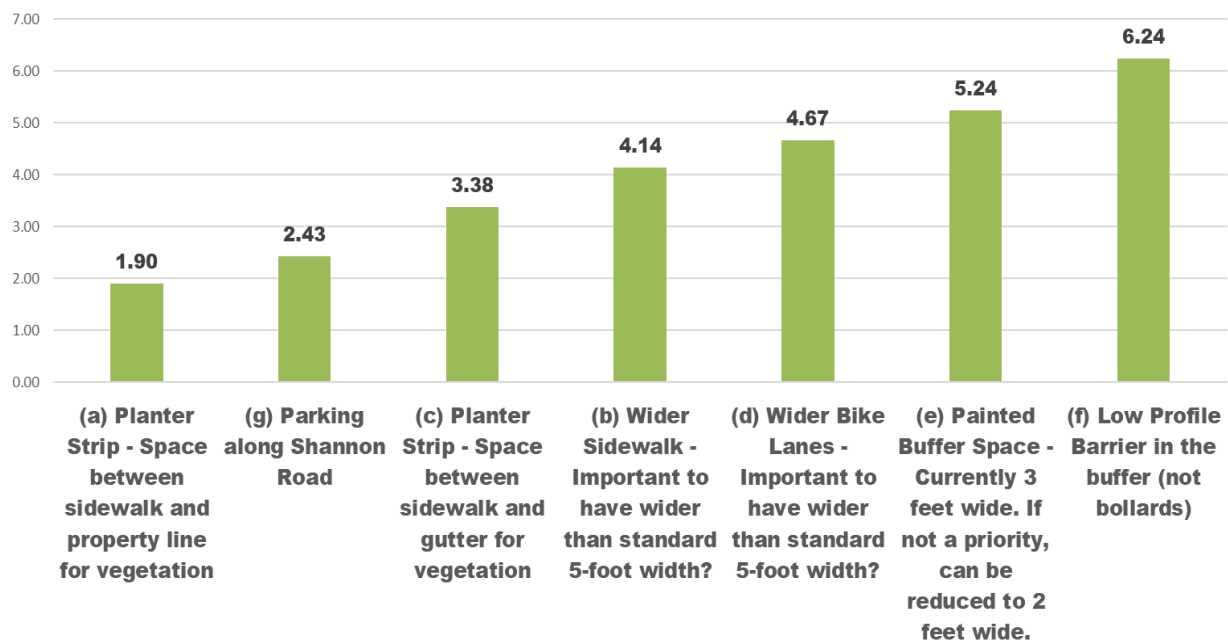
DISCUSSION (continued):

households/properties along the Shannon Road project limit, completed the survey. Survey results are summarized here:

Shannon Road Neighborhood Survey



PRIORITY RANKING AVERAGES



DISCUSSION (continued):

The residents ranked adding planter spaces between the property line and sidewalk as the most important element, while ranking on-street parking as the second most important priority. Low-profile barriers in the buffer area to physically separate the bike and travel lanes ranked the lowest in priority.

General comments received with the completed surveys include the following:

- Aesthetics of the neighborhood is important.
- Prefer narrowest design for sidewalks and bikeways.
- Planter strips next to properties are important.
- Need on-street parking for residents and workers/deliveries.
- Concerns about impacts to property front lawns or frontages.

Third Community Meeting

On November 17, 2021, staff hosted the third community meeting to share the survey results and the corresponding design adjustments to Concept 3. The meeting was advertised through door hangers, social media outlets, Town website Notify Me updates, and meeting notice signs placed along Shannon Road. Approximately 30 community members attended the meeting. Based on the online survey, the project team was able to accommodate approximately two feet of planter space between the property line and sidewalk where possible and incorporate as many as 15 on-street parking spaces on the southside of Shannon Road between Magneson Loop and Cherry Blossom Lane.

After the presentation, staff responded to questions and comments from residents still wanting narrower roadway improvements and keeping widths of design elements to a minimum. Staff reminded the attendees that the design being developed has been approved by Council and that this is a roadway safety project for pedestrians and bicyclists, especially for children commuting to schools.

65% Design Plans and Fourth Community Meeting

The project team developed 65% design plans for the Shannon Road Pedestrian and Bikeway Improvements based on the approved concept design (sidewalk with buffered Class II bikeways on both sides) and design adjustments resulting from the online survey. On Saturday, January 15, 2022, staff hosted the fourth community meeting in-person on Shannon Road to present the 65% design plans, discuss the upcoming project schedule, gather feedback, and walk the site with individual residents. The meeting was advertised through door hanger notices, social media, Town website, Notify Me updates, and meeting notice signs placed along Shannon Road. Approximately 35 community members attended the meeting.

DISCUSSION (continued):

A few Shannon Road residents commented again about making the sidewalk and bikeway improvements as narrow as possible and incorporating more planting spaces to keep the rural feel of the neighborhood. The pedestrian and bikeway elements were already narrowed to incorporate additional on-street parking on the south side of Shannon Road and the two-foot planter strips between the property line and sidewalk. Staff mentioned that the project team will further investigate options to increase planting spaces, but certain design elements cannot be compromised or minimized for a safety project, and that the design cannot deviate from the concept approved by the Town Council.

From Shannon Road resident comments at the fourth community meeting, the designer updated the 65% design plans to extend few planting spaces on the southside of Shannon Road, which compromised few on-street parking. The updated 65% design plans can be viewed on the project website (<https://www.losgatosca.gov/DocumentCenter/View/29975/Shannon-Road-Ped--Bikeway-Improvements---Revised-65-Plan?bidId=>).

The latest project estimate for the 65% design increased to \$2.45 million from the previous estimate of \$2.25 million due to the additional amount of pavement rehabilitation and storm drainage improvements needed. Although significant improvements to the existing storm drain system are needed, only some of the improvements that can be implemented as part of this project are being included, such as extending the storm drain system to Robie Lane and relocating sections of the existing storm drain line away from the new curb and gutter alignment.

The project team discussed the need to extend the sidewalk on the southside of Shannon Road to the western corner of E. La Chiquita Avenue, just east of Cherry Blossom Lane. Based on the current project limits, the new sidewalk on the southside would end mid-block where Cherry Blossom Lane intersects Shannon Road, which is not a desired situation. The addition of approximately 90 feet of sidewalk and driveways would further increase the design and construction costs. The project limits would need to be extended and this segment of the work can be included as an additive alternate bid item to the project.

Next Steps

Staff will continue to work with utility companies for utility relocation plans and complete the 95% and 100% construction documents by this summer for approvals by the California Department of Transportation (for the federal grant process) and the Town Council. Staff anticipates that the earliest construction could start is Fall 2022, but further delays may be incurred from utility relocations to be conducted by Pacific Gas and Electric Company, San Jose Water, West Valley Sanitation District, and other communication and network providers. Construction for the Shannon Road project itself is estimated to take approximately six to eight

DISCUSSION (continued):

months to complete. The project team will continue to work with individual residents along Shannon Road while moving forward with the final design.

Transportation Fund for Clean Air Grant

In July 2021, staff submitted a grant application for the TFCA County Program, a local fund source of the Bay Area Air Quality Management District programmed and distributed through VTA. On November 4, 2021, the VTA Board approved an award of \$174,250 to be retroactively available on July 1, 2021, for Shannon Road project related Town expenses.

Staff is recommending that the Town Council accept the TFCA grant in the amount of \$174,250 from VTA to supplement project funding, authorize the Town Manager to execute a grant agreement for the TFCA funds, and authorize a revenue and expenditure budget adjustment for the grant amount.

First Amendment to Consultant Services Agreement with ActiveWayz Engineering

An amendment to the consultant services agreement with ActiveWayz Engineering is needed for the additional design services due to an extensive on-going community engagement process, multiple iterations of designs, increased magnitude of utility design work, and an extension of the project limits. The increased cost due to the additional services is \$44,840, as indicated in the First Amendment (Attachment 2), bringing the total contract amount to \$171,471. There are sufficient funds in the project budget for the agreement amount increase. Additional agreement amendments would be required if further design changes are made, which would also drastically impact the project schedule.

CONCLUSION:

The Town Council's approval of the TFCA grant would allow additional funds to supplement the project. The approval of the First Amendment to the consultant services agreement would allow the design consultant to continue with the final design work.

The project team will continue to engage the community through the design and construction process. Further updates to the project would be made available on the Town's project webpage at <https://www.losgatosca.gov/2687/Shannon-Pedestrian-and-Bikeway-Improvement>.

COORDINATION:

This project has been coordinated with the Complete Streets and Transportation Commission and significant public outreach has been conducted.

SUBJECT: Approve Recommended Actions for the Shannon Road Pedestrian and Bikeway Improvements Project (CIP No. 813-0218)

DATE: February 24, 2022

FISCAL IMPACT:

As reported at the October 19, 2021 Council meeting, staff is recommending a funding strategy associated with the project given the need for additional funds to complete the project. The funding strategy identifies alternative sources of funds to utilize in the delivery of the project. The final project estimate will be completed with the final design, at which time staff will recommend the appropriate budget actions.

The following table outlines the current funding, potential projects where funding could be consolidated to the project, and anticipated project costs:

Shannon Road Pedestrian and Bikeway Improvements		
CIP No. 813-0218		
	Budget	Costs
VERBA Grant Funds	\$940,100	
TFCA Grant Funds (Approved with this Staff Report)	\$174,250	
GFAR	\$179,896	
Total Budget	\$1,294,246	
Potential Additional Funding		
Annual Storm Drain Project (Storm Basin)	\$ 300,000	
Annual Sidewalk Repairs – Multiple Locations (GFAR)	\$ 60,000	
Bicycle & Pedestrian Improvement Project (GFAR)	\$ 200,000	
Annual Street Restriping Project (GFAR)	\$ 150,000	
Annual Street Resurfacing Project (GFAR)	\$ 407,225	
Massol Intersection Project (GFAR)	\$ 50,000	
Subtotal	\$ 1,167,225	
Total with Potential Budget	\$ 2,461,471	
ActiveWayz Engineering		\$126,631
First Amendment to Design Agreement (Approved with this Staff Report)		\$44,840
Construction		\$2,000,000
Construction Contingency		\$200,000
Temporary/Part-Time Staff		\$80,000
Material Testing		\$10,000
Total Expenditures		\$2,461,471
Remaining Budget		\$0

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

PAGE 10 OF 10

SUBJECT: Approve Recommended Actions for the Shannon Road Pedestrian and Bikeway Improvements Project (CIP No. 813-0218)

DATE: February 24, 2022

FISCAL IMPACT (continued):

associated with this project while full-time staff are accounted for in the department's operating budget.

ENVIRONMENTAL ASSESSMENT:

This is a project defined under CEQA as being Categorically Exempt per Section 15301(c) Existing streets, sidewalks, trails and similar facilities and 15304(h) Creation of bicycle lanes on existing rights-of-way. A Notice of Exemption will be filed. Under the National Environmental Policy Act (NEPA), the project is determined to be categorically excluded from a detailed environmental analysis.

Attachments:

1. TFCA Funding Agreement with VTA
2. First Amendment Including Original Agreement with ActiveWayz Engineering

**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
CONGESTION MANAGEMENT PROGRAM
TRANSPORTATION FUND FOR CLEAN AIR
AGREEMENT
FY 2021/22**

This agreement (“Agreement”) by and between the Santa Clara Valley Transportation Authority (“VTA”) and the Town of Los Gatos (“Sponsor”) shall be effective on July 1, 2021 (“Effective Date”). Hereinafter, Sponsor and VTA may be individually referred to as a “PARTY” or collectively referred to as the “PARTIES”.

RECITALS

This Agreement is made with reference to the following facts:

- A. VTA has been designated, by resolutions of the County of Santa Clara and a majority of the cities therein, as the Program Manager for Santa Clara County’s Transportation Fund for Clean Air (“TFCA”) funds under the State of California Health and Safety Code Section 44241.
- B. Pursuant to that designation, VTA is responsible for allocating and administering the County of Santa Clara’s TFCA County Program Manager (“CPM”) Fund to eligible project sponsors in accordance with the State of California Health and Safety Code Sections 44241 and 44242 and VTA’s current agreement with the Bay Area Air Quality Management District (“Air District”).
- C. On November 4, 2021, the VTA Board approved the programming of Fiscal Year (“FY”) 2021/22 TFCA CPM funds for the Shannon Road Bicycle Lane project (“Project(s)").
- D. This Agreement specifies the conditions under which VTA will allocate and administer a grant(s) from the TFCA CPM Fund to Sponsor for FY 2021/22.

Now, therefore the Parties agree as follows:

AGREEMENT

Section 1. Grant of TFCA Funds; Description of Projects

- A. Subject to appropriation and receipt of TFCA funds (as further set forth in Section 10, below), VTA hereby agrees to allocate to Sponsor a TFCA grant in an amount not to exceed one hundred seventy-four, two hundred fifty (\$174,250) (the “Grant Funds”) in consideration for Sponsor’s agreement to implement and complete the Project(s), as further set forth in the Project Summary(ies) attached hereto as **Attachment A**, in accordance with the terms and conditions set forth in this Agreement.
- B. In consideration of VTA providing Sponsor with the Grant Funds, Sponsor hereby agrees to implement and complete the Project(s) in conformance with the terms of this Agreement. In implementing the Project(s), Sponsor shall comply with reporting requirements as described in Section 13.

Section 2. Proper Expenditure; Return of Funds

- A. Sponsor must assure that all Grant Funds received under this Agreement are expended only in accordance with all applicable provisions of federal, state, and local laws, and Sponsor shall require any other sub-recipients of Grant Funds for the Project(s) to do the same.
- B. Sponsor must comply with all TFCA program requirements, as set forth in the Air District's *County Program Manager Fund Expenditure Plan Guidance Fiscal Year Ending (FYE) 2022* and the Funding Agreement between VTA and the Air District (22-SC). These documents, including appendices and revisions, are incorporated herein and made a part hereof by this reference as if fully set forth herein and will be provided by VTA to Sponsor upon request.
- C. Since the Air District mandates that all TFCA Funds that are not expended in accordance with applicable provisions of law must be returned, Sponsor must reimburse VTA all Grant Funds that are not expended in accordance with the terms and conditions of this Agreement and/or applicable provisions of law upon notification.
- D. Sponsor must also return the Grant Funds to VTA if the Project(s) are not maintained and/or operated throughout and until the conclusion of the years of effectiveness ("Years of Effectiveness"). This is the default value stated in the Air District's *County Program Manager Fund Expenditure Plan Guidance Fiscal Year Ending 2022* for the applicable project type, unless a different value was approved by the Air District and shown to yield a project that meets the cost-effectiveness requirement specified in the TFCA Guidance document cited above. The amount of Grant Funds returned to the Program Manager must be calculated on a prorated basis based on the length of a project's Years of Effectiveness.

Section 3. Administrative project costs

Administrative project costs are costs associated with the administration of a TFCA project, and do not include capital or operating costs. Sponsor must expend no more than six and a quarter percent (6.25%) of Grant Funds received hereunder on administrative costs.

Hourly labor charges for administrative project costs must be expressed based on hours worked on the TFCA project. Administrative project costs are limited to the following activities that have documented hourly labor and overhead:

- A. Costs associated with administering the TFCA Funding Agreement (e.g., responding to requests for information from Air District and processing amendments). Costs incurred in preparation of a TFCA application or costs incurred prior to the execution of the Funding Agreement are not eligible for reimbursement;
- B. Accounting for TFCA funds;
- C. Fulfilling all monitoring, reporting, and record-keeping requirements specified in the TFCA Funding Agreement, including the preparation of reports, invoices, and final reports; and
- D. Documenting indirect administrative costs associated with administering the Project(s), including reasonable overhead costs of utilities, office supplies, reproduction, and managerial oversight.

The costs to prepare proposals and/or grant applications are not eligible.

If Sponsor requests reimbursement of administrative project costs, Sponsor must document and explain all such expenses in its invoices. Additionally, Sponsor must track these expenses to ensure that they do not exceed 6.25% of total TFCA funds received and provide auditable documentation to VTA. Upon notice, Sponsor must reimburse VTA for any administrative project costs deemed ineligible and returned by VTA to the Air District.

Section 4. Term

- A. The term of this Agreement is from July 1, 2021, until either the Project(s) are completed or terminated in accordance with Section 16C, but no later than June 30, 2023, without written approval as described below.
- B. The Grant Funds must be expended within two (2) years of receipt of the first transfer of funds from the Air District to the VTA in the applicable fiscal year, although VTA may, if it finds that significant progress has been made on a project, approve no more than two one-year schedule extensions for a project. Any subsequent schedule extensions for projects may be given on a case-by-case basis only, if the Air District finds that significant progress has been made on a project, and the Funding Agreement is amended to reflect the revised schedule.
- C. In addition to the specific term of this Agreement, Sponsor must maintain each Project for the Years of Effectiveness prescribed in Section 2D herein.

Section 5. Work Product

Sponsor must place in the public domain any software, written document, or other product developed with funds received through this Agreement, to the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code Sections 6250 et seq.).

Section 6. Acknowledgement of Funding Sources

- A. Sponsor must acknowledge both VTA and Air District as funding sources during the implementation of the Project(s) and must use the VTA and the Air District approved logos as specified below:
 - (1) The logos must be used on signs posted at the site of any project construction;
 - (2) The logos must be displayed on any vehicles or equipment operated with or obtained as part of the Project(s);
 - (3) The logos must be used on any material intended for public consumption associated with the Project(s), such as websites and printed materials, including transit schedules, brochures, handbooks, maps created for public distribution, and promotional material; and
 - (4) Sponsor will demonstrate to VTA, through evidence such as photographs of vehicles, equipment, construction signs, and copies of press releases, that the logos are used and displayed as required by this Section.
- B. VTA will provide a copy of Air District and VTA logos to Sponsor for use in fulfilling Sponsor's obligations under this Section.

- C. Sponsor must acknowledge VTA and Air District as a funding source in any related articles, news releases, or other publicity materials for the Project(s) that are produced or caused to be produced by Sponsor.

Section 7. Indemnity and Insurance Requirements

- A. Sponsor must indemnify, defend, and hold harmless VTA, the Air District, their respective officers, agents, employees, representatives, and successors-in-interest from any claim, liability, loss, expense, including reasonable attorneys' fees, and/ or claims for injury or damage arising out of, or in connection with, performance of this Agreement by Sponsor and/or its agents or employees or subcontractors, excepting only loss, injury or damage caused by the gross negligence or willful misconduct of personnel employed by VTA.
- B. Sponsor must adhere, throughout the term of this Agreement, to the insurance requirements specified in Attachment B "Insurance Requirements", which are hereby incorporated by reference. In any agreement between Sponsor and a third party for purposes related in any way to the subject matter of this Agreement ("Third Party Contract"), Sponsor must require that VTA be named as (i) additional insured on all policies of insurance required by CITY in the Third-Party Contract and (ii) indemnified party in any indemnity provision contained in the Third-Party Contract. Such Third-Party Contracts must contain requirements for General Liability, Automobile Liability, Workers' Compensation and Employer's Liability, and Pollution Liability.

Section 8. Invoicing

Sponsor must submit invoices at quarterly intervals to VTA for reimbursement of costs incurred to implement the Project(s). Sponsor must email requests for reimbursement to VTA Accounts Payable at VTA.AccountsPayable@vta.org. Sponsor must include relevant, auditable back-up documentation (time sheets, bills, etc.) with each invoice.

Section 9. Reimbursement

- A. All funds allocated by VTA to Sponsor will be paid on a cost-reimbursement basis only. VTA will pay no funds in advance.
- B. Upon review and approval of invoices and documentation, VTA will, within fifteen (15) days of receipt of an invoice that conforms to the requirements set forth in this Agreement, reimburse Sponsor for all eligible expenditures up to the maximum amount described in Section 1 of this Agreement. Only those expenses incurred by Sponsor on or after July 1, 2021, will be considered reimbursable expenditures.
- C. Funds for the Projects described in this Agreement, which are not submitted for reimbursement prior to June 30, 2022, will not be available to reimburse Project costs unless a Project schedule, which extends the Project completion date beyond June 30, 2022, has been approved by VTA or the Air District, as set forth in Section 4B, above.

Section 10. Funds Subject to Appropriation/Allocation of Funds Contingent on Appropriation

VTA's obligations under the terms of this Agreement are contingent upon and subject to the allocation of TFCA funds to VTA by the Air District under VTA's "22-SC" agreement with the Air District for approved projects during Fiscal Year 2021/22.

Section 11. Audit

This Agreement is subject to the examination and audit of the California State Auditor pursuant to California Government Code Section 8546.7 for a period of five (5) years after final payment. Audits may also be conducted by an auditor chosen by the Air District or VTA.

Section 12. Sponsor's Record Keeping

Sponsor must:

- A. Allow VTA and Air District staff, authorized representatives, and independent auditors, during the term of this Agreement and for five (5) years from the end of each Project(s) Years of Effectiveness, to conduct performance and financial audits and to inspect the Project(s). During audits, Sponsor must make available to the auditor, in a timely manner, all records relating to Sponsor's implementation of the Project(s). During inspections, Sponsor will provide, at the request of VTA or the Air District, access to inspect the Project(s) and related records.
- B. Maintain employee time sheets documenting those hourly labor costs incurred in the implementation of the Project(s), including both administrative and implementation costs, or to establish an alternative method to document staff costs charged to the Project(s).
- C. Keep all financial and implementation records necessary to demonstrate compliance with this Agreement and the TFCA Program. Such records must include documentation that demonstrates significant progress made for those Project(s) seeking extensions to the completion date. Sponsor must keep such documents in a central location for a period of five (5) years from the end of each Project's Years of Effectiveness.

Section 13. Reporting Requirements.

- A. Sponsor must submit an interim project report to VTA in each May and October until the Project(s) is/are completed, and all closeout requirements have been fulfilled. The interim report must utilize Air District-approved report forms. One form should be submitted for each Project listed in Attachment A. VTA will supply the Interim Project Report form to Sponsor for this requirement.
- B. Sponsor must submit a Final Report for each completed Project on the Air District-approved report form appropriate for the specific project type. Sponsor must also submit a post-project Cost-Effectiveness spreadsheet. Post-project evaluations should be completed using the version of the Cost-Effectiveness worksheet for the year the purchased, installed, or constructed project became available for use by the public. VTA will provide the Final Report Forms and spreadsheets for this requirement.

Section 14. Review

- A. VTA will review Sponsor's progress in implementing the Project(s) at the end of the sixth (6th) quarter following execution of this Agreement. If progress at the sixth (6th) quarter review is insufficient to implement any Project or to expend the funds within the period described in Section 4, VTA will develop an action plan with Sponsor to ensure that the Grant Funds are not required to be repaid to VTA and/or the Air District. The action plan may include reprogramming funds to other projects within Santa Clara County to ensure their expenditure prior to the term expiration date described in Section 4.

Section 15. Non-Performance

- A. If Sponsor causes all or part of these Grant Funds to be subject to repayment to the CPM Fund because of failure to complete the Project(s) according to the work scope described in Attachment A, Sponsor's next grant allocation of any kind that is from or passes through VTA may be reduced by the amount that VTA repaid to the CPM Fund.

Section 16. General Terms and Conditions

- A. **Notices.** Any notice required to be given by either Party, or which either Party may wish to give, must be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows:

To VTA: Santa Clara Valley Transportation Authority
Chief Planning & Programming Officer
3331 North 1st Street
San José, CA 95134-1906

To SPONSOR: Town of Los Gatos
Town Manager
110 E. Main Street
Los Gatos, CA 95030

- B. **Program Liaison.** Within thirty (30) days from the Effective Date of this Agreement, Sponsor must notify VTA of Sponsor's "Program Liaison" and provide the Program Liaison's address, telephone number, and email address. The Program Liaison must be the contact to VTA pertaining to implementation of this Agreement and for information about the Project(s). Sponsor must notify VTA of the change of Program Liaison or of the Program Liaison's contact information in writing no later than thirty (30) days from the date of any change.

C. Termination.

Voluntary. Either Party may terminate this Agreement and/or a Project at any time by giving written notice of termination to the other Party which must specify the effective date thereof. Notice of termination under this paragraph must be given at least ninety (90) days before the effective date of such termination unless the Parties mutually agree to an earlier termination date. This Agreement will also terminate at the end of the fiscal year during which VTA loses its designation as County Program Manager for Santa Clara County.

If VTA terminates this Agreement and/or a Project pursuant to this provision, the Sponsor must cease all work under this Agreement and cease further expenditures of Grant Funds received under this Agreement for the terminated Project immediately upon receipt of the notice of termination, excepting any work permitted to continue that is specified in the notice of termination. VTA will review the project to determine if it will still reduce emissions, and if it does, VTA may reimburse Sponsor for eligible funds and no further Grant Funds will be provided for that Project.

If Sponsor terminates this Agreement and/or a Project pursuant to this provision, the Sponsor must return all Grant Funds provided by VTA for the specific Project up to and including the date of termination.

After Breach. VTA may terminate this Agreement and/or a Project for breach. Upon any breach, VTA will deliver a written notice of termination for breach to Sponsor that specifies the date of termination, which will be no less than ten (10) business days from delivery of such notice and will provide the Sponsor an opportunity to contest such breach within that period of time. If Sponsor contests the notice of termination for breach, VTA will provide written notice of VTA's determination of Sponsor's contestation. If VTA upholds the termination for breach, the written notice will specify the effective date of termination and Sponsor will have ten (10) business days to cure. If the breach is not cured within the allotted time, the Agreement will automatically terminate. The notice of termination will specify the Total Grant Funds VTA has paid to the Sponsor, which Sponsor must reimburse to the VTA within thirty (30) days of the effective date of termination.

- D. **Non-Waiver.** The failure of either party to insist upon the strict performance of any of the terms, covenants, and conditions of this Agreement will not be deemed a waiver of any right or remedy that either party may have and will not be deemed a waiver of their right to require strict performance of all of the terms, covenants, and conditions thereafter.
- E. **Assignment:** Sponsor must not assign, sell, license, or otherwise transfer any rights or obligations under this Agreement without the prior written consent of VTA.
- F. **Integration.** This Agreement, including all attachments and references, constitutes the entire Agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior or contemporaneous agreements, representations, and understandings of the Parties relative thereto.
- G. **Amendments.** Future amendments and modifications to this Agreement must be made in writing and signed by both parties.
- H. **Attachments.** Each attachment hereto is incorporated into this Agreement as if fully set forth herein.
- I. **Severability.** If any term, covenant, condition, or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, covenants, conditions, and provisions of this Agreement, or the application thereof to any person or circumstance, must remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- J. **Warranty of Authority to Execute Agreement.** Each Party to this Agreement represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.
- K. **Survival.** Any provision that, by its nature, extends beyond the term or termination of this Agreement will survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown below.

Town of Los Gatos
(Sponsor)

Santa Clara Valley Transportation Authority
(VTA)

Dated: _____

Dated: _____

Sponsor

Carolyn Gonot
General Manager and CEO
VTA

Approved as to Form:

Approved as to Form:

Attorney

Shannon Smyth-Mendoza
Sr. Assistant Counsel

ATTACHMENT A: PROJECT INFORMATION SUMMARY

- A. Project Number: 22SC03
- B. Project Title: Shannon Road Bicycle Lanes
- C. Project Category (project will be evaluated under this category): 7B
- D. TFCA County Program Manager Funds Allocated: \$ 174,250
- E. TFCA Regional Funds Awarded (if applicable): \$0
- F. Total TFCA Funds Allocated (sum of C and D): \$ 174,250
- G. Total Project Cost: \$ 586,242
- H. Project Description: Grantee will use TFCA funds to operate the Santa Clara Valley Medical Center (SCVMC) shuttle which takes riders between the SCVMC and the Caltrain station in downtown San Jose. This shuttle also serves ACE and Capitol Corridor passengers as well as Hwy 17 Express and Monterey Express buses.
- I. Final Report Content: Final Report Form for trip reduction projects and final trip reduction Cost Effectiveness Worksheet
- J. Attach a completed trip reduction Cost-Effectiveness Worksheet and any other information used to evaluate the proposed project.
- K. If a **ridesharing, shuttle and feeder bus service, transit information, or smart growth project**, explain how the number of vehicle trips that will be reduced by the project was estimated, and provide supporting information and data to justify the estimate. Please refer to notes & assumptions on C-E spreadsheet.
- L. If an **arterial management or signal timing project**, confirm that the data for traffic volume and average vehicle speed be generated concurrently (i.e., during the exact same day and time period). N.A.
- M. Has or will this project receive any other TFCA funds, such as Regional Funds? No.
- N. Comments (if any):
Add any relevant clarifying information in this section.
- O. Please indicate if the project is in a SB535 Disadvantaged Community and/or AB1550 Low-income Community (Please use the map to find your project's location:
<https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>)
No.

ATTACHMENT B

INSURANCE REQUIREMENTS

INSURANCE

Without limiting Sponsor's obligation to indemnify and hold harmless VTA, SPONSOR must procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by SPONSOR, its agents, representatives, employees, or subcontractors. The cost of such insurance must be borne exclusively by SPONSOR. In the event of any material change in the Agreement Scope of Services, VTA reserves the right to change the insurance requirements set forth herein. SPONSOR must furnish complete copies of all insurance policies, within three (3) business days of any request for such by VTA.

A. Liability and Workers' Compensation Insurance

1. Minimum Scope of Coverage

Coverage must be at least as broad as:

- a. General Liability coverage; Insurance Services Office "occurrence" form CG 0001. General Liability insurance written on a "claims made" basis is not acceptable. Completed Operations coverage must be continuously maintained for at least two (2) years after Final Acceptance of the Work.
- b. Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 "any auto." Auto Liability written on a "claims-made" basis is not acceptable.
- c. Workers' Compensation insurance, as required by the Labor Code of the State of California, and Employer's Liability insurance.

2. Minimum Limits of Insurance

- a. SPONSOR must maintain limits no less than:
 1. General Liability (including umbrella/excess liability): \$4,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. This requirement may be satisfied by a combination of General Liability with Excess or Umbrella, but in no event may the General Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying General Liability policy, "Follow Form" coverage, and a "Drop Down" provision.
 2. Automobile Liability (including umbrella/excess liability): \$4,000,000 limit per accident for bodily injury and property damage. This requirement may be satisfied

by a combination of Auto with Excess or Umbrella, but in no event may the Automobile Liability primary policy limit per occurrence be less than \$2,000,000, unless Excess policies feature inception and expiration dates concurrent with the underlying auto liability policy, “Follow Form” coverage, and a “Drop Down” provision.

3. Workers’ Compensation and Employer’s Liability: Statutory Workers’ Compensation limits and Employer’s Liability limits of \$1,000,000 per accident.
- b. Notwithstanding any language in this Agreement to the contrary, if SPONSOR carries insurance limits exceeding the minima stated in Section 2(a)(1)-(4) immediately above, such greater limits will apply to this Agreement.

3. Self-Insured Retention

The certificate of insurance must disclose the actual amount of any deductible or self-insured retention for all coverages required herein. Any self-insured retention or deductible in excess of \$50,000 must be declared to VTA. If Contractor is a governmental authority such as a state, municipality or special district, self-insurance is permitted. Sponsor must provide a current financial statement documenting the ability to pay claims falling within the self-insured retention.

B. Claims Made Provisions

Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber. For coverage written on a claims-made basis, it must be clearly stated on the Certificate of Insurance. In addition to all other coverage requirements, such policy must provide that:

1. The policy retroactive date must be no later than the date of this Agreement.
2. If any policy is not renewed or the retroactive date of such policy is to be changed, SPONSOR must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must cover at least two (2) years.
3. No prior acts exclusion may be added to the policy during the Agreement period.
4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. Other Provisions

The policies must contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability

- a. VTA, its directors, officers, officials, employees, and volunteers are to be named as additional insureds on the Sponsor’s commercial excess insurance policy as respects: liability arising out of activities performed by or on behalf of Sponsor. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01. In any contracts which the Sponsor executes with contractors to perform work funded by this Agreement, VTA must be included as an indemnitee and Additional Insured on the contractor’s insurance.

- b. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
- c. SPONSOR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The General Liability General Aggregate limit must apply per project, not per policy, or the general aggregate limit must be twice the required occurrence limit.

2. All Coverages

- a. In any contracts which the Sponsor executes with contractors to perform work funded by this Agreement, the Sponsor must ensure that the contractor(s) and its/their insurers waive subrogation against VTA, its directors, officers, officials, employees, and volunteers for losses arising from work performed by SPONSOR's subcontractors.
- b. SPONSOR's insurance coverage must be primary insurance as respects VTA, its directors, officers, officials, employees, and volunteers. Self-insurance or insurance that may be maintained by VTA, its directors, officers, officials, employees, or volunteers may apply only as excess to SPONSOR's insurance. SPONSOR's insurance must not seek contribution from VTA's insurance program.

3. Other Insurance Provisions

- a. For all lines of coverage, the Certificate must disclose the actual amount of the Deductible or Self-Insured Retention.
- b. If any coverage forms or endorsements required by this Agreement are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services Office, or the American Association of Insurance Services, during the duration of this Agreement, VTA reserves the rights to require SPONSOR to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.

D. Acceptability of Insurers

Insurance and bonds must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.

E. Certificates of Insurance

Sponsor must furnish VTA with a Certificate of Insurance. The certificates for each insurance policy must be signed by an authorized representative of that insurer. The certificates must be issued on a standard ACORD Form. Sponsor must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to real.estate@vta.org. All endorsements must be attached to the ACORD certificate in a single PDF document.

The certificates must (1) identify the insurers, the types of insurance, the insurance limits, the deductibles, and the policy term, (2) include copies of all the actual policy endorsements required herein, and (3) in the "Certificate Holder" box include:

Santa Clara Valley Transportation Authority (“VTA”)
3331 North First Street
San Jose, CA 95134-1906

In the Description of Operations/Locations/Vehicles/Special Items Box, the VTA property leased must appear, the list of policies scheduled as underlying on the Umbrella/Excess policy must be listed, Certificate Holder must be named as additional insured on the Sponsor’s commercial excess insurance policy.

It is a condition precedent to granting of this Agreement that all insurance certificates and endorsements be received and approved by VTA before Agreement execution. No occupancy may be taken until insurance is in full compliance. VTA reserves the rights to require complete, certified copies of all required insurance policies, at any time.

If Sponsor receives notice that any of the insurance policies required by this Exhibit may be cancelled or coverage reduced for any reason whatsoever, Sponsor must immediately provide written notice to VTA that such insurance policy required by this Exhibit is canceled or coverage is reduced.

F. Maintenance of Insurance

If Sponsor fails to maintain insurance as required herein, VTA, at its option, may suspend the Agreement until a new policy of insurance is in effect.

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 1st day of March 2022 and amends that certain AGREEMENT FOR CONSULTANT SERVICES dated May 3, 2021, made by and between the **TOWN OF LOS GATOS**, ("Town,") and **ACTIVEWAYZ ENGINEERING** ("Consultant").

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on May 3, 2021 ("Agreement"), for the Shannon Road Pedestrian and Bikeway Improvements Project (CIP No. 813-0218), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to amend the Agreement for the additional design services need for the project as described in Exhibit B (Amendment Request from ActiveWayz Engineering dated February 18, 2022) attached hereto and incorporated by reference.

AMENDMENT

1. Section 2.1 Scope of Services is amended to read:

Consultant shall provide services as described in Exhibit A and Exhibit B (Amendment Request from ActiveWayz Engineering dated February 18, 2022), which are hereby incorporated by reference.

2. Section 2.6 Compensation is amended to read:

Compensation for Consultant's professional services **shall not exceed \$171,471.00**, inclusive of all costs as described in Exhibit A and Exhibit B. Payment shall be based upon Town approval of each task.

3. All other terms and conditions of the Agreement remain in full force and effect.

ATTACHMENT 2

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

Town of Los Gatos by:

Consultant by:

Laurel Prevetti
Town Manager

Print Name/Title

Recommended by:

Matt Morley
Director of Parks and Public Works

Approved as to Form:

Robert Schultz, Town Attorney

Attest:

Shelley Neis, MMC, CPMC, Town Clerk

February 18, 2022

Suyesh Shrestha, Assistant Engineer
Town of Los Gatos, Engineering Department
41 Miles Ave, Los Gatos, CA 95030
(408) 395-1437

RE: Shannon Road Pedestrian and Bikeway Improvements Project – Amendment Request

Dear Suyesh:

The Shannon Road Pedestrian and Bikeway Improvements Project has reached a significant milestone with the completion of the 65% Project Plans. These plans reflect the extensive community input received on the project during its development. As we get ready to complete the remaining project tasks, and accommodate some of the requests from the community, I would like to inform you that scope and budget amendment is needed to complete the project. Below, I have provided explanation of the additional scope of work for the project.

1. **Sidewalk extension to E. La Chiquita Avenue** – The project scope currently ends at the Shannon Road/Cherry Blossom Lane intersection. This task will extend the sidewalk improvements to E. La Chiquita Avenue on the south side of Shannon Road. PLS Surveys will perform field topographic survey and existing right of way determination. ActiveWayz Engineering will prepare design plans, estimate, and specifications for the added area. The scope excludes curb return modification and curb ramp design at the Shannon Road/E. La Chiquita Avenue intersection.
2. **Additional Project Management Effort** – The project experienced delays to solicit and accommodate additional community input. Several additional team coordination meetings were held to discuss and coordinate potential project changes and concerns raised by community members. Additional community meetings were held based on residents' requests and Council's direction.
3. **Additional Alternative Analysis** – Several iterations of the project alternatives were developed beyond the three alternatives included in the scope of work to evaluate requests from community members as well as Town staff.
4. **Public Meetings** – Visual renderings were prepared for the alternatives to assist with community engagement.

5. **Design Revisions** – After the project concept was approved and design effort commenced, additional design modification requests were raised at community meetings and individual resident outreach meetings.

Project Budget Summary

Task	Original Contract Amount	Amendment Requested	Contract Amount after Amendment
1. Project Management	\$10,692	\$5,000	\$15,692
2. Topographic Survey	\$18,500	\$3,500	\$22,000
3. Data Collection and Alternative Analysis	\$16,744	\$10,840	\$27,584
4. Community Outreach	\$7,552	\$3,500	\$11,052
5. Utility Coordination	\$6,144	-	\$6,144
6. Final Design	\$56,689	\$27,000	\$83,689
7. Bid Support	\$1,464		\$1,464
8. Construction Administration	\$3,846		\$3,846
9. Supplementary Services	\$5,000	-\$5,000	\$0
Total	\$126,631	\$44,840	\$171,471

As you can see from the above summary, the project has evolved significantly in character during the design effort. In addition, the extensive community engagement resulted in considerably more effort than originally anticipated. I hope you find the above information helpful as you review our amendment request. Should you have any questions regarding the above, please contact me at (408) 219-5678 or admas@activewayz.engineering.

Sincerely,

ActiveWayz Engineering, Inc.



Admas Zewdie, P.E.

President

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on May 3, 2021 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and ACTIVEWAYZ ENGINEERING, ("Consultant"), whose address is 2170 The Alameda, Suite 200, San Jose, CA 95126. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town desires to engage Consultant to provide Consultant Services for Shannon Road Pedestrian and Bikeway Improvements Project (CIP No. 813-0218).
- 1.2 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 Exhibit A, which is hereby incorporated by reference.
- 2.2 Term and Time of Performance. This contract will remain in effect from date of execution to December 31, 2023.
- 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 the Consultant or the Town without the written consent of the Town before such release. 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 \$126,631.00**, inclusive of all costs as described in Exhibit A. 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, Consultant may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to

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

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

III. INSURANCE AND INDEMNIFICATION

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

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

General Liability:

- i. 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 in respect to 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 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. 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. Town and 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, 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 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.
- 4.4.1 The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

- 4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
- 4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
- 4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the Town, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
- 4.4.5 In addition to submitting the certified payrolls and related documentation to the Town, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
- 4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
- 4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully

indemnify the Town for any fines assessed by the California Department of Industrial Relations against the Town for such violation, including all staff costs and attorney's fee relating to such fine.

- 4.4.9 Town shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., Town may continue to hold sufficient funds to cover estimated wages and penalties under the contract.
- 4.5 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.
- 4.6 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.
- 4.7 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

ACTIVWAYZ ENGINEERING
Attn: Admas Zewdie
2170 The Alameda, Suite 200
San Jose, CA 95126

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

- 4.8 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.
- 4.9 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, Town and Consultant have executed this Agreement.

Town of Los Gatos by:

DocuSigned by:



5/20/2021

Laurel Prevetti, Town Manager

Consultant, by:

DocuSigned by:

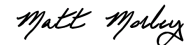


5/18/2021

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Recommended by:

DocuSigned by:



5/19/2021

Matt Morley

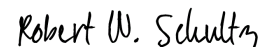
Director of Parks and Public Works

Admas Zewdie, President

Printed Name and Title

Approved as to Form:

DocuSigned by:



5/20/2021

Robert Schultz, Town Attorney

Attest:

DocuSigned by:



5/20/2021

Shelley Neis, MMC, CPMC, Town Clerk

SCOPE OF SERVICES

1 PROJECT MANAGEMENT

- **Project Management and Coordination** – Communicate regularly with Town of Los Gatos project manager regarding project progress, challenges, and next action items; Coordinate activities of internal and subconsultant team members; Prepare monthly invoices and progress reports; Prepare and maintain project schedule.
- **Project Schedule** – Prepare a base line project schedule, and update project schedule as the project progresses.
- **Kick-Off Meeting** – Organize, attend, and lead project kick-off meeting; Prepare agenda and meeting minutes for each meeting.
- **Project Coordination Meeting** – Organize, attend, and lead bi-weekly coordination meetings; Prepare agenda and meeting minutes for the meetings.
- **Outreach Meetings** – Attend up to two (2) community outreach meetings and up to two (2) Town’s Complete Streets and Transportation Commission meetings.

Deliverables: • Meeting agenda and minutes • Project schedule • Monthly invoice and progress report	Assumptions: • The project will be completed within the duration shown in the attached project schedule. • Outreach meetings will be noticed, organized and led by Town staff.
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2 TOPOGRAPHIC SURVEY

- **Field Topographic Survey** – Provide a design-level topographic survey extending 10 to 20-feet beyond the right of way to allow for conform design and at minimum 50-feet beyond work limits shown in the exhibit attached to the RFP. The survey shall include existing right-of-way, roadway, surface utilities, sewer and storm drain manholes and their inverts, trees, fence, driveway, sidewalk, etc. Site coordinates will be established with RTK GPS at each intersection. Site control will be established and noted in the CAD file for future use by the contractor.
- **Right of Way Mapping** – Based upon a combination of record data and any monuments collected during topographic surveying, calculate the record data location of the existing right of way for the mapping corridor. Additionally, calculate and show the location of each adjoining parcel lot line from record data (assessor’s parcel data, record mapping and apparent lines of occupation). Easements will be shown on the mapping product only to the extent shown on existing recorded maps.
- **Plat and Legal Description (OPTIONAL)** – Prepare Legal descriptions and Exhibit Plats for right of way acquisition. One summary sheet and calculations sheet, including the total area of the property, areas of acquisition, areas the acquisition overlaps any easements of record and the remainder area of the parcel will be prepared for each separate property owner where acquisition is proposed. One acquisition document may describe various takes including: CLIENT Right of Way, Utility Easements, Slope Easements, and Drainage Facility Easements. Since the number of acquisitions cannot be accurately determined at this time, we propose to include this work item as an optional task. The fee for preparing plat and legal description is \$1,000 per parcel.

Deliverables: • AutoCAD Civil 3D file with survey points and Digital Terrain Model • AutoCAD file with existing right of way information • Plats and Legal descriptions for acquisitions (OPTIONAL)	Assumptions: • Topographic survey for the optional segment (Cherry Blossom Lane to Short Road) is not included. It is possible that the Town’s currently available topographic mapping may be sufficient for the traffic calming work. If supplemental surveys are needed, the survey scope can be amended once the limits of additional surveys are determined.
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3 DATA COLLECTION AND ALTERNATIVE ANALYSIS

- **Site Assessment** – Conduct a field visit to confirm existing conditions, obtain additional information, and take site pictures.
- **Project Background Information** – Obtain from Town and review background project information, such as prior studies, traffic analysis, traffic counts, collision data, community meeting minutes, etc. Request as-built maps from utility companies.
- **Base Map Preparation** – Using topographic survey, prepare a base map that depicts the existing information collected during the site visit and from utility companies. The base map will show approximate locations of existing utilities, signs, and pavement delineation.
- **Alternatives Analysis** – Prepare up to three feasible project alternatives for the proposed improvements. The alternatives shall be developed with careful evaluation of the needs of pedestrians, bicyclists, drivers, and adjacent residents. The concept plans shall clearly show the scope of improvements and the associated geometric parameters for the project. The plans shall show the proposed improvements and sufficient notes and references to communicate the design intent. The alternatives will take the following factors into consideration:
 - > cost
 - > implementation timeline
 - > on-street parking
 - > utility relocations
 - > tree impacts
 - > drainage (public and private)
 - > impacts to private property improvements
 - > pedestrian street crossings
 - > variations in right of way width
 - > enhancing safety and convenience for pedestrians and bicyclists
 - > street cross section (sidewalk type, bicycle accommodation, planting, parking, travel lanes, etc.)
 - > public acceptance

The alternatives will be presented on exhibits using aerial map background. Typical cross-sections at key locations will be included. At the conclusion of the alternative analysis, a written memo summarizing the alternatives and associated costs together with a recommendation will be provided in addition to the conceptual drawings to document the work effort.

Deliverables: • Site photos • Base map in AutoCAD containing topographic mapping, and existing utilities and right-of-way • Exhibits of proposed alternatives (3) • Exhibit of preferred alternative (1) • Alternatives Analysis Memo	Assumptions: • Town will provide as-builts for Town-owned utilities. • Town will be responsible for coordination with adjacent property owners.
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4 COMMUNITY OUTREACH

- Exhibits for the proposed alternatives will be prepared under Task 3 above. Under this task, consultant will minor adjustments to format the exhibits for public presentations.
- The consultant project manager will attend up to three (3) additional meetings with private property owners or other project stakeholders at the request of the Town’s project manager.

Deliverables: • Exhibits using material prepared under other tasks • Attendance at coordination meetings (3)	Assumptions: • Preparation of graphic renderings are not included.
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5 UTILITY COORDINATION

- Identify potential utility conflicts, and if possible, identify design modifications to avoid utility conflicts.
- Where conflicts are unavoidable, identify utility relocation needs and coordinate with utility companies to complete relocations.
- For each utility conflict, prepare conflict maps identifying the location of the conflicts, and coordinate with utility purveyors to prepare conflict resolution plans.
- Review the conflict maps and confirm that they will resolve the conflict.
- Prepare Notice to Owner (NTO) to utility companies to begin physical relocation of utilities. Town staff will perform field inspection to ensure that the relocation work is performed in conformance with the approved conflict resolution plans.
- Assist the Town in preparation of a pothole exhibit. The Town will hire a pothole contractor to identify utility locations and depths along the proposed storm drain alignment. Survey pothole locations and add information to design drawings.

Deliverables: • Exhibits using material prepared under other tasks • Attendance at coordination meetings (3)	Assumptions: • Preparation of graphic renderings are not included.
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6 FINAL DESIGN

Prepare Plans, Specifications and Estimate in conformance with the 2010 Caltrans Standard Plans and Specifications, supplemented by Town specific flatwork, signing, striping, and tree planting details.

6.1 65% PS&E

- **Plans** – Plans will be prepared on 24”x36” size pages on the Town’s title block. All major design issues and solutions will be represented in the plans. The plans will show the existing conditions, the proposed improvements, and associated details, standards, and notes. The following types of plans are expected to be included in the plan set:

SCOPE OF SERVICE

- > Title Sheet (1 sheet)

> Notes, Legend, and Abbreviations (1 sheet)

> Existing Conditions Plan (1"=20' scale, 3 sheets)

> Demolition Plan (1"=20' scale, 3 sheets)

> Improvement Plans (1"=20' scale, 3 sheets)

> Signing and Striping Plans (1"=20' scale, 3 sheets)

> Construction Details (6 sheets)

> Standard Details (2 sheets)

> Best Management Practices (1 sheet)

> Total (23 sheets)
- Technical Specifications** – Prepare draft technical specifications using the Town of Los Gatos specification format and content. Supplement technical specifications as needed with Caltrans standards for project work not already covered by the Town’s standard specifications. Prepare bid tabulation and detailed measurement and payment section. The bid tabulation and the units of measurement shall be consistent with the cost estimate.
 - Estimate** – Prepare estimate of probable cost based on items and quantities of work shown on the plans. Unit prices will be based on the magnitude of the quantities and recently awarded local projects and engineer’s judgment.

Deliverables: 65% Plans (PDF) 65% Technical Specifications (MS Word, PDF) 65% Cost Estimate (MS Excel, PDF)	Assumptions: - Town will prepare front-end specifications. - Town will provide sheet border, and CAD drafting standards if available. - Town will be responsible for environmental clearance, right of way certification, and E-76 authorization coordination. - Landscaping and irrigation design is not included in the scope of work. - The optional segment (Cherry Blossom Lane to Short Road) is not included.
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6.2 100% PS&E

- Comment Review** – Review Town’s comments on the 65% submittal and provide responses in a matrix format. Identify comments that consultant disagrees with, need further clarification on, or may result in change in scope for discussion with the Town’s project manager.
- Update Plans, Specifications, and Estimate of Probable Cost** – Prepare 100% construction documents by refining the 65% design documents based on comments received after the Town’s review of the 65% construction documents. The 100% plans, technical specifications, and estimate of probable cost shall be submitted together.

Deliverables: - Comment Response Matrix 100% Plans (PDF) 100% Technical Specifications (MS Word, PDF) 100% Cost Estimate (MS Excel, PDF)	Assumptions: Town will provide a compiled set of comments after resolving inconsistencies between various reviewers.
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6.3 Final PS&E

- **Bid Set** – Address miscellaneous Town comments on the 100% submittal and prepare a bid-ready set of plans, technical specifications, and cost estimate.

Deliverables: • Comment Response Matrix • Final Plans (PDF) • Final Technical Specifications (MS Word, PDF) • Final Cost Estimate (MS Excel, PDF)	Assumptions: • Town will provide a compiled set of comments after resolving inconsistencies between various reviewers. • It is assumed that if Town decides to split the project in two, the same plan set will be used and non-applicable work items will be crossed out from the plans. This scope does not include preparing stand-alone plan sets for two separate bid packages.
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7 BID SUPPORT

- Support the Town through the bid process and construction contract award.
- Respond to questions or requests for clarifications during the bid phase.
- Attend a pre-bid meeting.
- Assist the Town establish the lowest responsible bidder.
- Provide value engineering services as needed if bids are above the construction budget.

Deliverables: • Responses to RFIs	Assumptions: • The project will be constructed in a single construction package.
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8 CONSTRUCTION ADMINISTRATION

- Provide construction support services. Tasks may include attending pre-construction and other field meetings, reviewing submittals, responding to requests for information, providing field check services, preparing design modifications if necessary due to unforeseen conditions, prepare as-built documents, and project closeout.
- Consultant shall conduct site visits during construction at appropriate stages. Consultant shall provide submittal list, respond to requests for information (RFI), review shop drawings, and prepare change orders, and provide written recommendations to the Town. Consultant shall participate in the final walk-through and assist with preparing the punch list of deficiencies.

Deliverables: • Responses to RFIs • Reviewed shop drawings • Change order plans • As-built plans	Assumptions: • This task will be performed on a time-and-material basis.
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9 SUPPLEMENTARY SERVICES

- Work under this task item shall include other supplemental services as related to right-of-way, utility relocation, additional meetings, and other design elements not already outlined or specified under other task items. Any work under this task will first need to be requested or approved by the Town and as authorized by Town staff.

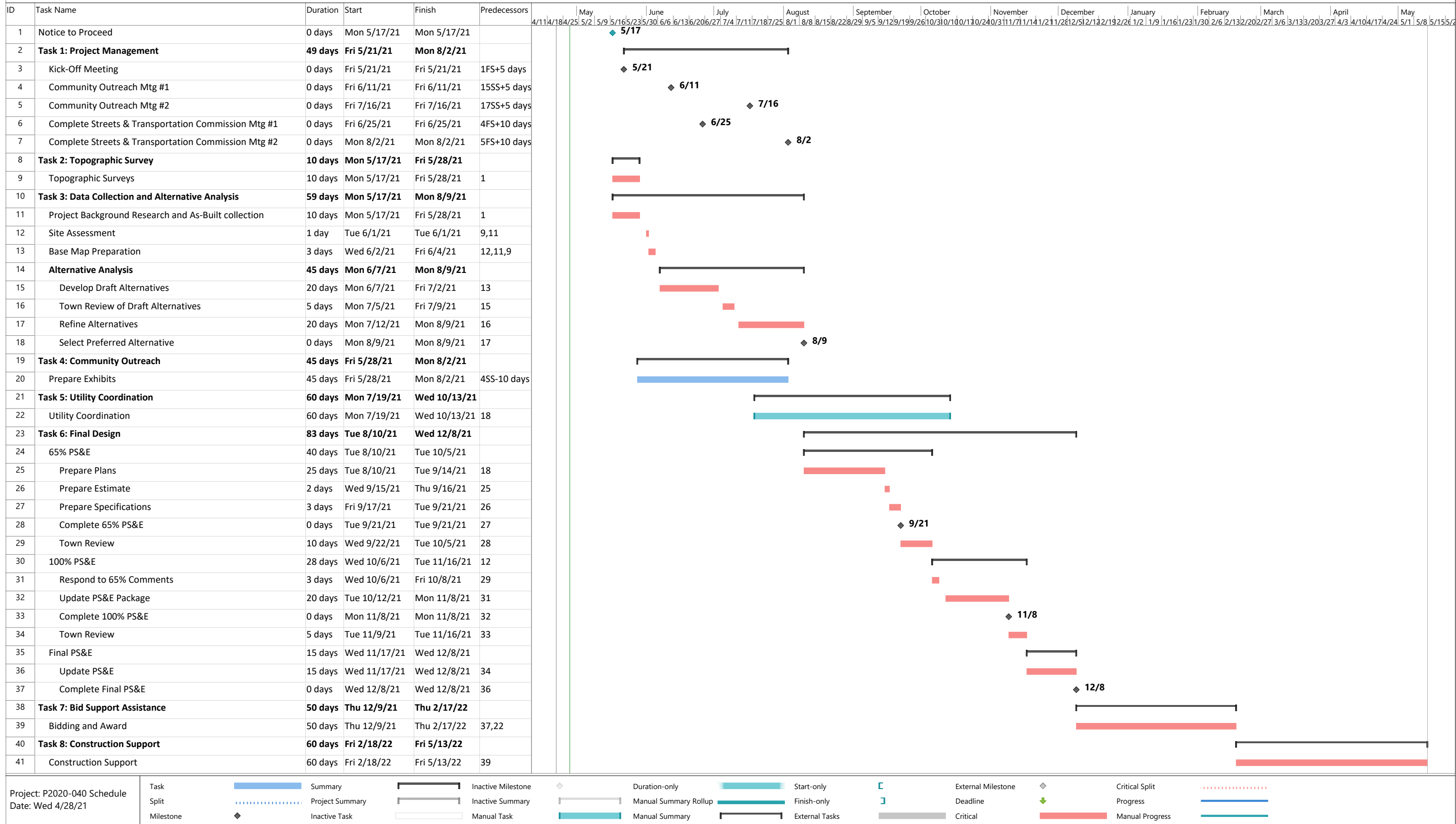
ActiveWayz Engineering
Fee Estimate

4/6/2021

TOWN OF LOS GATOS
SHANNON ROAD PEDESTRIAN AND BIKEWAY IMPROVEMENTS (CIP No. 813-0218)

		ActiveWayz Engineering								PLS Surveys	Grand Total
		Project Manager	Project Engineer	Design Engineer	Engineering Technician	Total	Subtotal Fee	Direct Expenses	Total Fee	Total Fee	
Tasks		\$198	\$168	\$124	\$60						
1. Project Management		54	—	—	—	54	\$10,692	—	\$10,692	—	\$10,692
	Project Management & Coordination	16	—	—	—	16	\$3,168	—	\$3,168	—	\$3,168
	Project Schedule	4	—	—	—	4	\$792	—	\$792	—	\$792
	Kick-Off Meeting	2	—	—	—	2	\$396	—	\$396	—	\$396
	Project Coordination Meeting	16	—	—	—	16	\$3,168	—	\$3,168	—	\$3,168
	Ourteach Meetings (4)	16	—	—	—	16	\$3,168	—	\$3,168	—	\$3,168
2. Topographic Survey		—	—	—	—	—	—	—	—	\$18,500	\$18,500
	Field Topographic Survey & R/W Mapping	—	—	—	—	—	—	—	—	\$18,500	\$18,500
3. Data Collection and Alternative Analysis		32	—	52	66	150	\$16,744	—	\$16,744	—	\$16,744
	Site Assessment	4	—	4	—	8	\$1,288	—	\$1,288	—	\$1,288
	Project Background Information	—	—	8	8	16	\$1,472	—	\$1,472	—	\$1,472
	Base Map Preparation	2	—	8	8	18	\$1,868	—	\$1,868	—	\$1,868
	Alternatives Analysis	26	—	32	50	108	\$12,116	—	\$12,116	—	\$12,116
4. Community Outreach		16	—	16	40	72	\$7,552	—	\$7,552	—	\$7,552
	Prepare Exhibits	8	—	16	40	64	\$5,968	—	\$5,968	—	\$5,968
	Attend Meetings (up to 4 additional)	8	—	—	—	8	\$1,584	—	\$1,584	—	\$1,584
5. Utility Coordination		16	—	24	—	40	\$6,144	—	\$6,144	—	\$6,144
	Utility Coordination	16	—	24	—	40	\$6,144	—	\$6,144	—	\$6,144
6. Final Design		81	111	86	189	467	\$56,689	—	\$56,689	—	\$56,689
	65% PS&E	60	82	64	140	346	\$41,992	—	\$41,992	—	\$41,992
	100% PS&E	15	21	16	35	87	\$10,498	—	\$10,498	—	\$10,498
	Final PS&E	6	8	6	14	35	\$4,199	—	\$4,199	—	\$4,199
7. Bid Support		4	4	—	—	8	\$1,464	—	\$1,464	—	\$1,464
	Pre-bid meeting	2	—	—	—	2	\$396	—	\$396	—	\$396
	Bid Support	2	4	—	—	—	\$1,068	—	\$1,068	—	\$1,068
		—	—	—	—	—	—	—	—	—	—
8. Construction Administration		9	8	—	12	29	\$3,846	—	\$3,846	—	\$3,846
	Meetings	3	—	—	—	3	\$594	—	\$594	—	\$594
	Shop Drawing Reviews	2	4	—	—	6	\$1,068	—	\$1,068	—	\$1,068
	RFIs	2	4	—	—	6	\$1,068	—	\$1,068	—	\$1,068
	As-builts	2	—	—	12	—	\$1,116	—	\$1,116	—	\$1,116
9. Supplementary Services		—	—	—	—	—	—	\$5,000	\$5,000	—	\$5,000
	Supplementary Services	—	—	—	—	—	—	\$5,000	\$5,000	—	\$5,000
Total		212	123	178	307	820	\$103,131	\$5,000	\$108,131	\$18,500	\$126,631

Town of Los Gatos
Project Schedule for
SHANNON ROAD PEDESTRIAN AND BIKEWAY IMPROVEMENTS PROJECT



ACTIVEWAYZ' RESPONSES TO CLARIFICATION QUESTIONS ON THE PROJECT SCOPE

04/06/2021

- 1. Overview: Confirm the physical limits included in both the Alternatives Analysis and Final Design scope of work items.**

RESPONSE: The proposal covers the CIP No. 813-0218 project limits (Los Gatos to Cherry Blossom).

- 2. Topographic Survey: The scope indicates the right of way will be determined from "a combination of record data and any monuments." What do you propose for areas where no record data is available?**

RESPONSE: In our experience, roadways and private lands have always been defined by deeds and maps. We cannot think of a time we've come across such an issue where nothing is defined. If, in fact, there is no record data, the situation will require negotiation between the City and the adjacent private property owner to define the right of way. Such work may involve legal action and is beyond the scope of our work.

- 3. Timing vs Cost vs Safety: One item not explicitly addressed in the proposal is the question of which side of the street is improved first and why. We expect the tradeoffs between cost, timing, and safety will all be in play as we struggle with federal grant and PG&E relocation timing issues. How do you propose to address this?**

RESPONSE: It's too early to say whether bifurcation is needed. My suggestion is to develop the plans to the 65% design level and decide if we need to split the project. There could be several options to consider, including:

- The use of add-alternate bid items;
- Segmented construction (both sides for a few blocks);
- Low-cost interim improvements

Rest assured that we will propose an optimal implementation strategy that balances the various considerations. If the project needs to be phased, we propose preparing one set of plans and cross-out/hide improvements that are not part of the construction package. We used this approach on a recent project that's about to start construction. This approach can be accommodated within the budget we proposed.

- 4. Trees: How have you addressed tree impacts in the past?**

RESPONSE: Trees should be dealt with in close coordination with the Town arborist. Possible options include:

Tree removal – if the tree causing the problem is an ornamental tree, a old/dying tree, or a sick tree, removing it can be an option. Many trees planted along Los Gatos streets for beautification are not appropriate for sidewalk location due to their shallow roots. As part of the Almond Grove project, many magnolia trees that were lifting sidewalks were removed during the street reconstruction.

Cutting Tree Roots – Cutting roots can result in the death or instability of a tree, so should be attempted with a close supervision of the Town Arborist.

Reinforcing the sidewalk concrete – building a longer section of sidewalk and reinforcing it with rebar can help counter the force of a growing tree root underneath the sidewalk and hence limit uplift.

Realigning sidewalk – The whole or a portion of the sidewalk can be realigned to be away from the tree roots, and root barriers installed to prevent further root encroachment. This may require reduction of pavement width, and may be incorporated as part of an overall traffic calming measure.

Also, it's important to note that not all of the sidewalk width needs to be ADA-compliant. As long as a PAR (pedestrian accessible route) of 4-foot width is provided along the sidewalk, the remaining sidewalk can have slopes that are not consistent with ADA.

5. Storm Water Management: How will you track C.3 treatment requirements for new development as the project proceeds?

RESPONSE: Provision C.3.c of the municipal stormwater permit excludes certain projects from the C.3 treatment requirements. This project will fall under that exception because it meets the requirement “Sidewalks, bicycle lanes and trails that are not built as part of new roadways or are constructed with permeable surfaces”. The Town has developed a Green Stormwater Infrastructure Plan in 2019. We will follow the recommendations of that plan to identify and incorporate green infrastructure elements to the extent feasible.

6. Federal Process: What is your experience on federal projects?

RESPONSE: We are very familiar with the federal requirements for projects. We are currently wrapping up two federally-funded projects for the City of South San Francisco. Per the RFP, the Town will be responsible for the E-76 coordination. We will make sure that the specifications include the required federal requirements and forms, and help the Town with the calculation of the DBE participation goal and completion of the PS&E checklist.

7. Traffic Calming: Will ActiveWayz be able to provide traffic calming measure as part of the project?

RESPONSE: Our project scope is limited to the Shannon Road segment that's shown in the Project Limit exhibit attached to the RFP. The scope of the traffic

calming element between Cherry Blossom and Short Road is unclear. We can discuss this and incorporate it as part of the project. If the traffic calming work has a separate funding source, it may be beneficial to develop it as a stand-alone project. There may be an opportunity for Town staff and ActiveWayz to collaborate in the development of the plans for this segment, with Town staff preparing the plans, and ActiveWayz providing technical review support. We can discuss this when we meet.

- 8. Do you anticipate the need to bifurcate PS&E and construction for northern and southern side of Shannon due to funding? If bifurcation is needed, is it included in the current proposal?**

RESPONSE: See response to Question 3 above.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 3/1/2022

ITEM NO: 11

ADDENDUM

DATE: February 28, 2022

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Shannon Road Pedestrian and Bikeway Improvements (CIP No. 813-0218):

- a. Receive an Update on the Shannon Road Pedestrian and Bikeway Improvements Project;
- b. Accept a Transportation Fund for Clean Air Grant in the Amount of \$174,250 from the Santa Clara Valley Transportation Authority;
- c. Authorize the Town Manager to Execute a Grant Agreement with the Santa Clara Valley Transportation Authority for the Transportation Fund for Clean Air Funds;
- d. Authorize a Revenue and Expenditure Increase for the Project in the Amount of \$174,250 in the Fiscal Year 2021/22 Capital Improvement Program Budget for the Grant Funds; and
- e. Authorize the Town Manager to Execute the First Amendment to the Consulting Services Agreement with ActiveWayz Engineering for Additional Design Services, in an Amount of \$44,840, for a Total Agreement Amount Not to Exceed \$171,471.

Revisions to the Staff Report:

A Councilmember identified two instances where grammar changes could more accurately reflect the meaning of a sentence or paragraph. The locations and changes are identified below with underline and strikethrough as revisions to the staff report:

1. A change to the first paragraph on page 4 of the staff report:

PREPARED BY: WooJae Kim
Town Engineer

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

The third concept was presented to the CSTC on September 9 and to the community on September 29. CSTC voted in support of the Concept 3 due to the protected Class IV bike facilities design, which provides higher sense of security/safety to bicyclists compared to Class II bikeways. Also, 50% of the second community meeting attendees voted in favor of Concept 3, and 44% voted for Concept 1 (standard Class II bikeway design). ~~Few~~ A few Shannon Road residents expressed concerns regarding the removal of the on-street parking in front of their specific properties, installation of Class IV bike lanes with green bollards, and questioned the need to install wide sidewalks on both sides of Shannon. Some attendees expressed desires to maintain the “rural and neighborhood feel” of Shannon Road.

2. A change to the last paragraph on page 4 of the staff report:

With the Council’s approval of the revised Concept 3, staff actively engaged with the Shannon Road residents. Residents continued to request minimizing the safety improvements to keep the rural neighborhood feel of Shannon Road. There were a few variables for final design considerations such as locations and widths of planter areas, sidewalk, bike lanes, buffer space, on-street parking, and low-profile barriers. Staff conducted an online survey to better understand the residents’ priorities on these different design variables. Shannon Road residents were invited to rank the seven project elements by their priority (1 being the most important element and 7 being the least important). By November 10, 2021, 21 out of the 35 households/properties along the Shannon Road project limit, completed the survey. Survey results are summarized here:

Attachments Received with this Addendum:

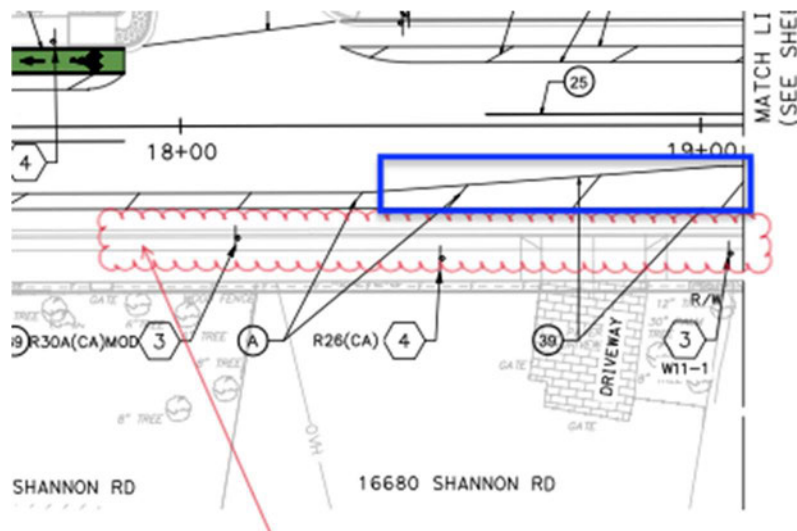
1. Public Comments received through 11:00 a.m. on February 28, 2022.

From: Helen Sun <[REDACTED]>
Sent: Sunday, February 27, 2022 6:47 PM
To: PublicComment <PublicComment@losgatosca.gov>
Subject: Public Comment #11

EXTERNAL SENDER

Dear City Council,

We are writing to address our concern regarding the Shannon Road Project. After reviewing the updated plan, we feel that there is no reason that we should have a much widened buffer in front of some properties, such as the one marked in blue below. Again, this is a residential street, not a busy street, like Blossom Hill or Winchester. All our neighbors have voiced that we don't want a widened buffer and we don't want bollards in the buffered space now or later. We feel that the widened buffer looks inappropriately placed, especially placed right outside of the residential homes. If there is more space in the PROW, can we use it for street parking or service vehicle parking or just planting strips for trees? The widened buffer is a waste of space, does not add any benefits for anyone who uses the roads, and does not look good in our neighborhood. Can you please reconsider? Thank you 🙏



Best,

Helen and Jimmy

From: Cheri Finalle <[REDACTED]>
Sent: Sunday, February 27, 2022 8:30 PM
To: PublicComment <PublicComment@losgatosca.gov>
Subject: Public Comment on Item #11

EXTERNAL SENDER

Dear Town Council,

Please reconsider making the Shannon Road improvements a non buffered bike lane road (class II) like other residential roads from Cherry Blossom to Kennedy (in plans).

The buffered space is not needed in this area:

1. It makes the road look less residential.
2. Reduces space for trees. The town has discussed the importance of tree canopies. Having the buffered space moved into planting strips will be in line with the towns own guidelines and provide an area to add trees.
3. This is against the towns own guidelines that require a planting strip when sidewalk is added.

Please reconsider the direction of this project.

Best regards, Cheri Finalle Binkley

Similar emails from Helen Sun and Cheri Finalle Binkley regarding the subject were received by the Engineer staff. On February 28, the Town Engineer provided the following clarifications via emails:

The widened buffer is needed there since the on-street parking has been removed because of the extension of the planter space in front of your properties, and since the roadway right-of-way widens from a 55' to 60' east of Magneson Loop. Staff can discuss with the designer to see if the widened buffer can be further evaluated, but other changes may lead to different impacts, and we cannot afford to keep making changes to the plans at this stage.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 3/1/2022

ITEM NO: 11

DESK ITEM

DATE: March 1, 2022

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Shannon Road Pedestrian and Bikeway Improvements (CIP No. 813-0218):

- a. Receive an Update on the Shannon Road Pedestrian and Bikeway Improvements Project;
- b. Accept a Transportation Fund for Clean Air Grant in the Amount of \$174,250 from the Santa Clara Valley Transportation Authority;
- c. Authorize the Town Manager to Execute a Grant Agreement with the Santa Clara Valley Transportation Authority for the Transportation Fund for Clean Air Funds;
- d. Authorize a Revenue and Expenditure Increase for the Project in the Amount of \$174,250 in the Fiscal Year 2021/22 Capital Improvement Program Budget for the Grant Funds; and
- e. Authorize the Town Manager to Execute the First Amendment to the Consulting Services Agreement with ActiveWayz Engineering for Additional Design Services, in an Amount of \$44,840, for a Total Agreement Amount Not to Exceed \$171,471.

REMARKS:

Attachment 4 contains public comments received between 11:01 a.m. on Monday, February 28, 2022, and 11:00 a.m. Tuesday, March 1, 2022.

ATTACHMENTS:

Previously Received with the Staff Report:

1. TFCA Funding Agreement with VTA
2. First amendment including original agreement with ActiveWayz Engineering

PREPARED BY: WooJae Kim
Town Engineer

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

PAGE 2 OF 2

SUBJECT: Shannon Road Pedestrian and Bikeway Improvements (CIP No. 813-0218)

DATE: March 1, 2022

ATTACHMENTS (continued):

Previously Received with the Addendum:

3. Public Comments received through 11:00 a.m. on February 28, 2022

Received with this Desk Item:

4. Public Comments received between 11:01 a.m. on Monday, February 28, 2022, and 11:00 a.m. Tuesday, March 1, 2022

From: Andrew Horwitz <[REDACTED]>
Sent: Monday, February 28, 2022 12:09 PM
To: PublicComment <PublicComment@losgatosca.gov>
Subject: Public Comment Item #11 for March 1 meeting: Shannon Road Project

EXTERNAL SENDER

Hello Los Gatos Town Council,

I would like my comments and concerns on the Shannon Road project entered into the record.

Here are concerns and questions that I have that still have not been answered.

1) Evidence from other bike lane projects that bike ridership actually has increased, especially to schools. We have had the Los Gatos Blvd bike lanes and it would be great to know how much that affected ridership to Fisher, or Blossom Hill Elementary. This project seems to be driven by the belief rather than facts that this change will increase biking to and from school. Has bike ridership to Daves Ave Elementary changed since the new bike lanes were added?

2) Evidence of safety issues and improvement to safety from other projects. There is not currently any documented safety issue on Shannon Road. Reality is that the Town's evidence shows no real bike or car incidents on Shannon Road. And would the addition of speed bumps make the biggest impact? Can we see any evidence to improved safety where buffered bike lanes were added on Los Gatos Blvd and Winchester.

3) Impact to Car and driver safety. Personally, I have witnessed more near missed on Los Gatos Blvd with drivers exiting their car closer to traffic. The new Winchester floating parking spots are confusing and make driving on Winchester less safe. While bike riders are clearly more protected on Winchester. It appears drivers and parked car drivers are more at risk. Are we creating problems for car safety where it does not exist today?

4) The definition of trees. The project has notes only 3-4 trees will be removed for the project. However, our property ([REDACTED] Shannon Road) has 4 trees in front of our house that will need to be removed. Somehow, these did not meet the definition of "trees". I would suspect there are other examples of tree removal that are not in the plan. As many neighbors had highlighted we are losing a significant amount of greenery on the street, and this does not even include likely additional tree removal not in the plan.

5) PGE Utility pole removal scheduling. As we all know and the Town Engineers admitted, PGE is currently unknown in this project schedule. This is a significant timing and cost variable to the project that does appear well understood and should be before committing to any timeline.

I fully support making Shannon Road more pedestrian and biker friendly and safe. I, along with my Shannon neighbors, just want to ensure that all costs and benefits are considered. There is

currently at least 10 feet of existing road shoulder on each side that could be used to make a much safer environment and maintain the beauty of Shannon Road, use less Town funds and keep the wishes of the Shannon Road residents, tax paying citizens, into account.

Thank you,

Andy Horwitz
[REDACTED] Shannon Road

From: Keo King <[REDACTED]>
Sent: Monday, February 28, 2022 1:11 PM
To: PublicComment <PublicComment@losgatosca.gov>
Subject: public comment number 11

EXTERNAL SENDER

I have lived in my house on this corner happily for thirty four years.
Yes there's more traffic on Shannon.

NO. We don't need and I certainly do not want a physical barrier for bikes and the sweet little school kids that ride them.

Yes, there's that idiot with his Lamborghini racing up and down, yes there are kids (not so sweet) with their loud (I'm 60% deaf and I can hear them) music, yes there are the motorcycles that do the Shannon on weekends, but even they do not merit a physical barrier..

NO PHYSICAL BARRIER FOR THE BIKE LANE ON SHANNON. WHAT YOU ARE DOING ALREADY IS BAD ENOUGH.

Keo King

From: Frank Lawrence <[REDACTED]>
Sent: Monday, February 28, 2022 2:58 PM
To: PublicComment <PublicComment@losgatosca.gov>
Subject: Public Comment - Shannon Road Project

EXTERNAL SENDER

This is a comment for the Town Council meeting on Tuesday, March 1st, regarding the major re-engineering of Shannon Road between LG Boulevard and Cherry Blossom Road.

I attended the in-person meeting held on Shannon Road in January, and the residents were quite clear in the feedback provided to the Town's representatives that the proposal as then presented was detrimental to the interests of the home owners, and something of an overkill for the benefit expected.

The 'revised' 65% plan developed as a result of the residents feedback and to be considered by Council on March 1st appears, at best, to be designed to pay minimal lip service to the residents expressed concerns without materially addressing those concerns.

As a long-term resident of Shannon Road, I would ask Council to properly review, consider and address the letter of February 27 submitted by Mark Wyss, as representative of the residents desires.

Frank Lawrence

From: Three Greenthumbs <[REDACTED]>
Sent: Monday, February 28, 2022 4:09 PM
To: PublicComment <PublicComment@losgatosca.gov>
Subject: Public Comment Item #11 Shannon Road

EXTERNAL SENDER

Dear Council Members,

We support the safety/sidewalk improvements on Shannon Rd, but the concept the town engineering department is proposing is overkill and will disrupt our "cherished neighborhood feel" and as a result, the value of our property.

We understand that the town's right of way in front of our property line is a whopping 10 feet and we do not want the engineering department to use all of that space. We, as well as many neighbors on the street, have planted plants in front of our fences/property line to beautify the neighborhood and give us a little privacy. While we recognize we may not be able to keep as much of a buffer in front of our property line as before to accommodate changes, we want to continue to plant at least 4 or 5 feet in front of our fences. Please shorten the width of the bike lanes, sidewalks and remove the unneeded buffers to accommodate more green space.

The majority of bikers/walkers on this section of Shannon Road are during the time before school and after school-15 to 20 minutes. The rest of the day there aren't any bicyclists. I know because I am out in my garden every day and have taken note of this.

The Bicycle and Pedestrian Advisory Commission refuses to accept that Shannon Road is a residential street and NOT a major throughway like LG Blvd.

The Bicycle and Pedestrian Advisory Commission is pushing its bike agenda onto the entire neighborhood regardless of the overwhelming feedback against the way it is being implemented. We are all for bike safety improvements, but the latest proposal is excessive.

Please vote no on the Shannon Road Bikeway and Pedestrian improvements and send it back to the engineers' office to come up with a simple plan ie: a 5-foot sidewalk, 3-foot bike lane, some parking, and NO buffers.

Thank you,
Mark and Sheila Bony
[REDACTED] Shannon Road

From: Kim Vrijen <[REDACTED]>
Sent: Monday, February 28, 2022 6:34 PM
To: PublicComment <PublicComment@losgatosca.gov>
Subject: Public Comment Item #11 - Please include PROTECTED bike lanes on Shannon

EXTERNAL SENDER

Hello -

I am writing to you to urge you to keep the bike lanes on Shannon Road protected. I have been monitoring the project and was very happy with the original plan to have protected bike lanes on this stretch of Shannon. As you know, many students use this road to bike to school. Fisher has a large number of students on bicycles and all bikers from the east side of town come in via Shannon. In fact, the 2016 town council traffic study states "Shannon Road shares a strong bond with Fisher Middle School as a preferred walking and bicycling route for students." and "The majority of students traveling by foot or bike to Fisher School travel down Shannon Road to Roberts Road." As someone who has biked this road many times with my children, I feel protected bike lanes are critical to this project. It feels so much safer to bike on a protected lane versus on a bike lane on the street. Students also bike along this stretch for Blossom Hill Elementary and Van Meter. I believe that more parents will be comfortable biking their younger students to elementary school if the bike lane is protected. Given how many residents would benefit from a protected bike lane, I hope that you will implement protected bike lanes on Shannon.

Thank you,
Kim Vrijen
[REDACTED] Marchmont Drive, Los Gatos 95032

From: Ned Finkle <[REDACTED]>
Sent: Monday, February 28, 2022 5:37 PM
To: PublicComment <PublicComment@losgatosca.gov>
Subject: Public comment - Shannon Road project

EXTERNAL SENDER

This is a comment for the Town Council meeting on Tuesday, March 1st, regarding the major re-engineering of Shannon Road between LG Boulevard and Cherry Blossom Road.

I have attended the various meetings and participated in many discussions amongst the neighbors on the road. The neighbors are unified in their continued request to moderate & adjust the current "65% plan". The neighbors all want more green space and feel the buffers in the bike lane need to be reduced & moved to green space.

If speed bumps were introduced and the traffic slows to 15-20 mph (like has been done successfully on East Shannon) the need for the 2ft x 2 space barriers on each side of the bike lane diminishes. I have lived on the road for roughly 50 years (parents home on Ann Arbor and 3 decades on Shannon in my house). I have raised 3 children here and like the neighbors have an intimate feel for the road issues and what could work.

All of the neighbors are asking the town council to revisit the green space (add more) and to reduce the buffers to make the road more visually appealing and to detract from speeding (the real problem).

We are all united that in giving feedback to you that the proposal presented was detrimental to the interests of the home owners, and an overkill for the benefit expected.

As a long-term resident of Shannon Road & Los Gatos I would politely ask Council to thoughtfully review, consider and address the letter of February 27 submitted by Mark Wyss, as proxy for the residents desires.

Ned Finkle

From: Sridevi Sheth <[REDACTED]>
Sent: Monday, February 28, 2022 8:26 PM
To: PublicComment <PublicComment@losgatosca.gov>
Subject: Public Comment Item #11 - Shannon Road Project

EXTERNAL SENDER

Hi All,

This is a comment for the Town Council meeting on Tuesday, March 1st, regarding the major re-engineering of Shannon Road between LG Boulevard and Cherry Blossom Road.

The 'revised' 65% plan developed as a result of the residents feedback and to be considered by Council on March 1st appears, at best, to be designed to pay minimal lip service to the residents expressed concerns without materially addressing those concerns.

My concerns are the changes being proposed match none of the requests of the Shannon Residents. I myself live on Shannon, and not once have noticed a significant increase in people biking up and down

to warrant such a significant change in our roads to accommodate for designated bike lanes. In fact, all of Shannon Road is No Parking only during the day, to allow for bikers to bike up and down safely.

We have not touched on the fact that PG&E will need to get involved in this projects in order to accommodate the current proposal enough. The amount of cost for this is better put to use in adding green spaces and more nature to Shannon. Who will cover the costs of cutting into people's property to accommodate this? Has anyone spoken to a Shannon resident willing to tear up their front yards for this project?

We are not looking to turn Shannon Road into a commercial street. There is not enough traffic on this road to warrant the changes proposed.

As a long-term resident of Shannon Road, I would ask Council to properly review, consider and address the letter of February 27 submitted by Mark Wyss, as representative of the residents desires.

--

Thanks,
Sri Sheth

From: Varun Sivakumar <[REDACTED]>
Sent: Tuesday, March 1, 2022 3:56 AM
To: PublicComment <PublicComment@losgatosca.gov>
Cc: pooj <pooja10@gmail.com>
Subject: Shannon Rd project

EXTERNAL SENDER

Hello, in advance of the next town meeting, we wanted to add that we are in full support of the comments & feedback provided by our neighbors on Shannon. We would like to see more greenery added to the project & reduce/remove the buffers.

Thanks
Varun & Pooja
[REDACTED] Shannon Rd

From: Peter Binkley <[REDACTED]>
Sent: Tuesday, March 1, 2022 9:12 AM
To: PublicComment <PublicComment@losgatosca.gov>
Subject: Public comment for today's Town Council Meeting. Agenda Item #11

EXTERNAL SENDER

Dear Town Council,

This comment is in regards to the Shannon Rd Pedestrian and Bikeway improvement project.

I am a Shannon Rd home owner living within the project area. I am a bike commuter with kids who walk, bike, or scooter to Blossom Hill school. I am an Emergency Physician and I understand the importance of safety measures.

The project in its current iteration lacks adequate green space/planting strips and especially trees. There is adequate width of town right-of-way to allow for a planting strip between the sidewalk and curb (aka a detached sidewalk).

On the south side of the road, I suggest eliminating the bike lane buffer between the bike lane and parking spaces. This is not an area where people are entering and exiting cars frequently, since there are no surrounding business, and to sacrifice a critical shade canopy in favor of a nearly useless buffer between a bike lane and static object is unjustified.

If we want to encourage more residents to walk, bike, and roll to school and work, we MUST consider the aesthetics of the project, and trees and planting strips are the solution. Trees provide critical shade for walkers and bikers without obstructing visibility or compromising safety.

Thank you for your consideration and dedication to this important project,

Peter Binkley, MD
[REDACTED] Shannon Rd.
Los Gatos, CA.

From: Wendy Riggs <[REDACTED]>

Sent: Tuesday, March 1, 2022 9:35 AM

To: PublicComment <PublicComment@losgatosca.gov>

Subject: Public Comment Item #11 - Shannon Road Project - Keep protected bike lanes

EXTERNAL SENDER

Council Members -

Shannon Road is used by 100's of Los Gatos students everyday, biking and walking to/from Fisher Middle School, Blossom Hill School, Van Meter Elementary, Los Gatos High School and Hillbrook school. The improvements to the roadway developed by the PPW department are intended to increase the safety of these students. The addition of sidewalks and protected bike lanes will make this a much safer situation for our students. As we continue to advocate for all Town members to use more active modes of transportation, it is important that we engineer our roadways to enable this to be done safely.

Please approve the project as currently presented.

Thank you,

Wendy Riggs
SR2S Coordinator, LGMS
lgsaferoutes.org
[REDACTED]

From: Ryan Rosenberg <[REDACTED]>
Sent: Tuesday, March 1, 2022 9:26 AM
To: PublicComment <PublicComment@losgatosca.gov>
Subject: Public Comment Item #11

EXTERNAL SENDER

Dear Los Gatos Town Council,

I urge you to reject option 3 and re-consider option 1.

Option 3 implements a Winchester-style road on a neighborhood street. I feel that is the wrong direction for Shannon Road, and the wrong direction for our town. Let's keep our neighborhood streets local.

This plan (as proposed) is opposed by all the residents (as far as I can tell). The overall project is not opposed; the idea of buffered bike lanes and wide sidewalks are.

Why? Because these extra wide bike lanes and wide sidewalks come at the cost of aesthetics. And they come at the cost of green space. How things look is core to our town and matters to all our town citizens no matter where they live. Aesthetics matter on every project.

Safety is essential, but option 3 goes beyond safety. There has been no evidence presented that our street needs this particular design. Indeed there are already many elements planned (adding speed bumps, removing parking, and adding a dedicated bike lane) that will improve safety.

Instead the stated goal is to encourage biking. While this is an important goal it must be balanced across the needs of pedestrians, bicyclists, drivers, and residents. In this particular case I feel balance is not being maintained.

This project may end up a bit of a "bridge to nowhere". We are singling out a single block - but every connecting block has, and will likely remain, more neighborhood style.

In summary: this plan sets a direction - turning our neighborhood streets into major thoroughfares - that I doubt many in town want to see.

Thank you for your consideration. And many thanks for your service to our town.

Best regards,
Ryan Rosenberg

From: Ryan Rosenberg <[REDACTED]>
Sent: Tuesday, March 1, 2022 9:28 AM
To: PublicComment <PublicComment@losgatosca.gov>
Subject: Comments on Item #11 from another resident

EXTERNAL SENDER

Dear Clerk,

A Shannon Road resident sent me this email. I believe he may have been confused about the process for submitting his comments. Is it possible for me to submit this for him?

Best regards,
Ryan

Hi Ryan

It's Glenn Lyles at [REDACTED] Shannon and I'm without a computer and hope the following can somehow be included in the Shannon Road Project discussion at the Town Council Mtg.

1. The project is likely being pushed through due to deadlines of the Fed. grant and likely is under funded when you take into account driveways and extra curbs caused by the planter strips and dealing with drainage.
2. Speed bumps...when the last bump is placed in front of our house it will have a significant impact on reducing speeding vehicle trying to catch the Los Gatos Blvd green light and safety of student.
3. Bike lanes are way way over designed. Keep to existing white stripping and pavements markings.
4. Do away with planter strips and use additional space for street parking under existing hours and days.
5. Keep to 5 foot standards sidewalks.

Glenn Lyles

From: Danielle Ratliff <[REDACTED]>
Sent: Tuesday, March 1, 2022 10:00 AM
To: Suyesh Shrestha <SShrestha@losgatosca.gov>

Cc: WooJae Kim <WKim@losgatosca.gov>

Subject: RE: Shannon Road Pedestrian & Bikeway Improvements - Webpage Update

EXTERNAL SENDER

Thank you for sharing these revisions, I still think the bike lanes and buffers are a bit exaggerated and don't need that much space and, DO NOT NEED the buffers. By doing this you are making the street less safe for EVERYONE. Also, parking is a major issue, there is already limited parking, we need to keep parking for residents as well as guests, what do we do if guests come over? Where do they park? Deliveries? Etc.. Would you want this in your neighborhood?

Also, our home [REDACTED] Shannon Rd. has 2 units on the property. We use the regular driveway and part of our front yard as a sperate parking/driveway area. We NEED to keep additional parking space and additional driveway entrance at the front of our property. How will you make sure this is implemented? Please think of those who actually live here and the impact you are putting on the neighborhood and residents.

Thank you for your time,

Danielle Ratliff

[REDACTED] Shannon Rd (front house)

[REDACTED] (personal email)



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 3/1/2022

ITEM NO: 12

DATE: February 24, 2022

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Los Gatos Creek Trail to Highway 9 Trailhead Connector Funding Plan (Project 832-4505):

- a. Receive a One Bay Area Grant (OBAG) Grant and Commit Town Funds in an Amount up to \$1,000,000 to Leverage Grants in Completing the Funding Plan for the Construction Phase of the Los Gatos Creek Trailhead Connector Project;
- b. Authorize The Town Manager to Submit a Grant Application to the Santa Clara Valley Transportation Authority in The Transportation Fund for Clean Air (TFCA) Program; and
- c. Adopt A Resolution Authorizing an Application in the Valley Water's Safe Clean Water and Natural Flood Protection Program.

RECOMMENDATION:

Staff recommends the following actions for the Los Gatos Creek Trail to Highway 9 Trailhead Connector Funding Plan (Project 832-4505):

- a. Receive a One Bay Area Grant (OBAG) grant and commit Town funds in an amount of up to \$1,000,000 to leverage grants in completing the funding plan for the construction phase of the Los Gatos Creek Trailhead Connector project;
- b. Authorize the Town Manager to Submit a grant application to the Santa Clara Valley Transportation Authority in the Transportation Fund for Clean Air (TFCA) program; and
- c. Adopt a resolution (Attachment 1) authorizing the application in the Valley Water's Safe Clean Water and Natural Flood Protection Program.

BACKGROUND:

The Los Gatos Creek Trail to Highway 9 Connector project has received long-standing support from the community, schools, and Town Council. The 2017 Los Gatos – Monte Sereno Bicycle and Pedestrian Master Plan and the 2020 update identified this as a priority project.

PREPARED BY: Ying Smith
Transportation and Mobility Manager

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

BACKGROUND (continued):

In 2017, the Town received \$343,000 in OBAG formulaic funds for the design phase. The Town provided \$370,280 in General Fund Appropriated Reserve (GFAR) dollars to match and supplement the OBAG funds. Town staff and the Town's design consultant have made significant progress in design and environmental clearance. The final Plans, Specifications, and Estimates (PS&E) and environmental studies are scheduled to be completed in April this year. The construction cost is estimated at approximately \$5.8 million, to be finalized upon the completion of PS&E. The project construction could begin as early as December, pending funding availability.

Town staff has applied for six grants in the past years and has not been successful in securing construction dollars. These past grant applications are listed in Table 1 below.

Table 1: Past Grant Applications

Year	Grant Program	Requested
2014	Active Transportation Program	\$ 714,000
2018	Vehicle Emissions Reductions Based at Schools (VERBS)	\$ 1,000,000
2019	Santa Clara Valley Water District (Valley Water)	\$ 571,000
2020	Santa Clara County Measure B	\$ 2,986,697
2021	MTC Safe & Seamless	\$ 5,097,400
2021	TFCA County program	\$ 1,300,000

Among these past applications, the project's score put it just below the 10-year funding available in the bicycle and pedestrian program within the Measure B. If the VTA Board authorizes additional funds in the 10-year program, this project could be eligible to receive Measure B grant funds. However, the timeline of authorizing the additional funds is uncertain. The VTA has a policy in the Transportation Fund for Clean Air (TFCA) County program that only projects where all of the other funding is secured or committed will be considered for TFCA County program funding. In the 2021 TFCA program, the Town withdrew the application because it didn't meet this funding commitment.

DISCUSSION:

There are three grant funding opportunities coming up this year:

One Bay Area Grant (OBAG): Staff from Santa Clara Valley Transportation Authority informed Town staff that this project may be eligible to receive approximately \$3M in OBAG grant funds, with the Town's commitment to fully fund the construction and deliver it according to a tight

DISCUSSION (continued):

schedule. The OBAG grant comes from a federal fund program so it has a prescriptive delivery schedule. The project's current schedule aligns very well with the grant delivery schedule.

Transportation Fund for Clean Air (TFCA): This is an annual program and the grant amount is calculated based on the project's air pollution reduction benefits. Since the Town has had past success with this program, staff has a high level of confidence that the project will receive an estimate of \$1,039,245 in TFCA funds.

Access to Trails & Open Space Grants: This project would compete well in most of the scoring criteria. This Valley Water program requires the Town to commit funds to allow for completing the funding plan for the construction phase.

Table 2 presents a funding plan and estimates of the grant amounts from each source. All three programs have requirements that the Town fully fund the entire construction cost, by leveraging either competitive grants or the Town's local dollars.

Applying for multiple grants to make up the funding plan for a project is a difficult task as the grant timing and award amount can vary. The proposed funding plan in Table 2 reflects the staff estimate for each grant and the amount the Town would need to contribute to fully fund construction of the full project.

Table 2 – Proposed Funding Plan

	Funding Opportunity	
Source	Low Estimate	High Estimate
OBAG	\$ 3,000,000	\$ 3,230,000
TFCA	\$ 1,039,245	\$ 1,039,245
Valley Water	\$ 840,000	\$ 1,120,000
Total Grant \$	\$ 4,879,245	\$ 5,389,245
Town Funds Needed	\$ 928,687	\$ 418,687

The Town Council will need to commit Town funds to complete the funding plan as shown on Table 2 in order for the Town to receive these funds. In all scenarios, the Town's local dollars will be needed to complete the funding plan.

The OBAG grant is most certain and only requires the VTA Board's approval. This project is eligible for additional OBAG grant funds because of the past applications to the Vehicle Emissions Reduction Based at Schools (VERBS) and Safe & Seamless programs. This program would contribute the largest amount so the OBAG grant is considered the "driver" in the funding plan. The TFCA grant is also reasonably certain. Staff believes the project is

DISCUSSION (continued):

competitive in the Valley Water's program; however, staff has less experience in this program. All three programs require the Town's financial commitment. If any of these grants do not come through, the Town will need to use Town funds to make up the difference to complete the project construction as required by the remaining grants.

These funding opportunities align with the project schedule and the project will compete strongly because it is shovel ready. In fact, the OBAG funds were identified specifically because of the status of this project and will likely come to the Town without a competitive process. However, it is always a challenge to secure grant funds from multiple sources to complete the funding plan for a relatively high-cost project. This funding plan puts the risk on the Town to make it whole.

An alternative would be to allow the design to finish and seek one source for construction funding. The Town would retain a shovel ready project, but several disadvantages arise as follows:

- Cost escalation: In the past five years, the construction cost for similar projects has increased at an average rate of five percent per year. It is anticipated that the construction cost would increase at a similar or higher rate in the near future.
- Additional Approval Requirements: If the project construction is delayed for more than a few years, the Town will be required by Caltrans to revise design, environmental, and right of way certification to be consistent with Caltrans standards current at the time. These requirements will require time in revising and resubmitting the documents for Caltrans review, and could also introduce additional design costs.
- Grant Funding Uncertainties: Although the overall funding opportunities for bicycle and pedestrian improvements are promising, the Town's past experience with this project shows that there is no guarantee this project would be successful in obtaining grant dollars in the amount needed to fully fund the construction phase.
- Grant Schedule Alignment: Each grant program has its own timely use requirements. It is not always possible to align the grant schedules properly and to line up with the project construction schedule. For example, TFCA projects must commence within six months of approval by the VTA Board and expend funds within two years. The Measure B funds, if awarded, would not be available in time to match up with the OBAG fund.

CONCLUSION:

Staff is recommending the Town Council's approval for the overall funding plan and individual actions in the three grant programs and associated financial commitments by the Town Council.

CONCLUSION (continued):

The total financial commitment, assuming success with all three grants, is estimated at between \$400,000 and \$1,000,000 as noted in Table 2 above.

Should grant funding fall short of the anticipated amount such that sufficient funding is not available to construct the project, staff will review the project scope and return to the Town Council with alternatives.

COORDINATION:

This report was coordinated with VTA and Caltrans staff.

The Complete Streets and Transportation Commission reviewed this item at its February 10 meeting and voted in support of the staff recommendations.

FISCAL IMPACT:

The Town's local match amount would depend on the outcomes of the grant applications. With this agenda item, the Council is being asked to commit a total of up to \$1,000,000 in Town funds. Committing the funds confirms to the grantor that funds are available and earmarked for the project but stops short of a budget appropriation as the exact funding need is unknown.

Committing \$1,000,000 for this project will have a direct impact on the available funding identified in the Capital Improvement Project discussion later in the same agenda, resulting in only \$500,000 available for additional funding in the CIP for next fiscal year.

In addition, staff will continue to pursue other grant funding opportunities as they occur, such as the State's Recreational Trails Program, if these grant programs align with the OBAG delivery schedule.

ENVIRONMENTAL ASSESSMENT:

The funding action is not a project defined under CEQA, and no further action is required. This project has completed environmental studies and CEQA clearance is expected in April 2022.

Attachment:

1. Resolution authorizing application for grant funds

RESOLUTION 2022-

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
APPROVING TOWN OF LOS GATOS (APPLICANT) TO APPLY FOR GRANT FUNDS
UNDER THE
SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM OF
THE SANTA CLARA VALLEY WATER DISTRICT**

WHEREAS, the Santa Clara Valley Water District has enacted the Fiscal Year 2022 Safe Clean Water Grant Program, which provides funds for Water Conservation Research Grants, Pollution Prevention Grants, Support Volunteer Cleanup Efforts and Education Grants, Wildlife Habitat Restoration Grants, and Access to Trails and Open Space Grants; and

WHEREAS, the Santa Clara Valley Water District's Office of Civic Engagement has been delegated the responsibility for the administration of the grant program, and setting up necessary procedures; and

WHEREAS, said procedures established by the Santa Clara Valley Water District require Applicant's Governing Body to certify by resolution the approval of Applicant to apply for and accept grant program funds; and

WHEREAS, Applicant will enter into a Grant Agreement with the Santa Clara Valley Water District.

NOW, THEREFORE, BE IT RESOLVED that the Town of Los Gatos Town Council hereby:

1. Approves the submission of an application for grant funds for the Los Gatos Creek Trail to Highway 9 Trailhead Connector project from the Safe, Clean Water and Natural Flood Protection Program;
2. Approves the acceptance of grant funds from the Safe, Clean Water and Natural Flood Protection Program, upon approval of grant funding for the Project by appropriate authorities;

3. Certifies that the Town of Los Gatos has or will have sufficient funds to operate and maintain the Project(s);
4. Certifies that the Town of Los Gatos will review and agree to the Special Provisions, General Provisions, Financial Provisions and Insurance Requirements contained in the Agreement; and
5. Appoints the Town Manager as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the Project.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 15th day of February 2022 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: _____



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 3/1/2021

ITEM NO: 12

ADDENDUM

DATE: February 28, 2022

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Los Gatos Creek Trail to Highway 9 Trailhead Connector Funding Plan (Project 832-4505):

- a. Receive a One Bay Area Grant (OBAG) Grant and Commit Town Funds in an Amount up to \$1,000,000 to Leverage Grants in Completing the Funding Plan for the Construction Phase of the Los Gatos Creek Trailhead Connector Project;
- b. Authorize The Town Manager to Submit a Grant Application to the Santa Clara Valley Transportation Authority in The Transportation Fund for Clean Air (TFCA) Program; and
- c. Adopt A Resolution Authorizing an Application in the Valley Water's Safe Clean Water and Natural Flood Protection Program.

REMARKS:

This addendum reflects public comment received through 11:00 a.m., Monday, February 28, 2022.

Attachments Previously Received with Staff Report:

1. Resolution authorizing application for grant funds

Attachment received with this Addendum:

2. Public comment received through 11:00 a.m., Monday, February 28, 2022

PREPARED BY: Ying Smith
Transportation and Mobility Manager

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

From: Jean-Marc F. Blanchard

Sent: Friday, February 25, 2022 8:07 PM

To: PublicComment <PublicComment@losgatosca.gov>

Subject: March 1 (2022)-Public comment #12 (LG Creek Trail-H9 trailhead connector)

EXTERNAL SENDER

Honorable Town Council members:

-I have been hoping to see this project realized for a long time. Funding has long been one of the reasons for the lack of progress.

-I believe the Town should consider selling advertising (tactful of course) on the pathway as a way to help pay for it. For instance, near the top of the connector on the walkway or the walls there could be a plaque that says "this way to the Farmer's market" or "this way to Double D's). The more durable the advertising the greater the cost.

-The Town should make sure it applies for all possible ADA-related funding since this connector will enhance the accessibility of the LG trail.

-The Town should make sure it applies for all funding to promote bicycling and non-vehicle forms of transportation. The connector will help with such promotion.

-Thanks for your time and consideration.

Jean-Marc F. Blanchard

ATTACHMENT 2



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 03/01/2022

ITEM NO: 13

DATE: February 23, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program and
Provide Input for Fiscal Year 2022/23 – 2026/27 Budget Planning

RECOMMENDATION:

Review the Fiscal Year (FY) 2021/22 – 2025/26 Capital Improvement Program (CIP) and provide input for FY 2022/23 – 2025/27 budget planning.

EXECUTIVE SUMMARY:

This report builds on the update provided to the Town Council in August 2021 and identifies significant additional unfunded needs. The Town has had great success leveraging Town funds by obtaining grants. These grants allow the Town to stretch local dollars in implementing projects. However, grants have matching fund requirements and the Town has other important projects as identified below, with over \$7 million in immediate needs and anticipated available funds of \$2.5 million.

In addition to project needs, ongoing assessments of deferred infrastructure needs have identified \$75 million in deferred expenditures and future funding needs across four categories. Understanding that funding the full need is untenable, each category can be prioritized over five-year increments. This aligns with a five-year CIP budget with a five-year need of \$25 million.

The goal of this report is to present the funding needs and to facilitate a discussion on priorities, which will provide staff with guidance leading into the annual CIP process.

PREPARED BY: Matt Morley
Parks and Public Works Director

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

SUBJECT: Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program and
Provide Input for Budget Planning

DATE: February 23, 2022

BACKGROUND:

On June 1, 2021, the Town Council approved the Fiscal Year 2021/22 – 2025-26 CIP. Since that time, several Council actions have appropriated CIP funds to additional projects:

Project	Funds
Union Avenue Community Garden	\$35,000
Public Art Gateway Project	\$32,000
Lynne Avenue Pedestrian Path Design	\$75,000
Blossom Hill Road Traffic Calming	\$200,000
Downtown Parking Signage	\$400,000
Roadside Fire Fuel Reduction	\$575,000
Forbes Mill Pedestrian Bridge Artwork	\$30,000
Civic Center Security Enhancements	\$110,000
Corporation Yard Building Replacement	\$135,981
Adult Recreation Center HVAC	\$130,000
Additional Funding for 224 W Main	\$29,568

These adjustments in conjunction with previous budget actions have left a current balance in the General Fund Reserve of just over \$500,000. Approaching the next budget process, staff expects an additional \$1,500,000 plus anticipated FY 2021/22 Measure G proceeds of \$500,000.

DISCUSSION:

The Town's CIP includes capital improvements and capital maintenance. Capital improvements tend to garner a significant amount of the funding for a number of reasons, including the excitement of building new infrastructure and, in the case of Los Gatos recently, the availability of grant funding that allows for leveraging local dollars.

Ongoing CIP Projects

Staff has continued the effort of providing CIP project updates in a graphical format (Attachment 1). The intent of this format is to provide a consistent at a glance summary of each project, including its progress, funding, and any important factors that could influence the project delivery.

SUBJECT: Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program and
Provide Input for Budget Planning

DATE: February 23, 2022

DISCUSSION (continued) :

Project Funding Needs

Currently several projects are underway with anticipated additional funding needs, as identified in the table below. In some cases the additional need is match funding for grants that allow for the Town to leverage funds. This is illustrated with amounts in the far right column. In other cases, alternative (non-Town) funding is not available and the Town will need to contribute funds. This is illustrated with amounts in the center column.

Projects with Additional Funding Needs	GFAR Funds Need	Other Fund Source Need
Hwy 17/9 Interchange & Capacity Improvements (Design Phase Local Match) (GFAR)	\$780,000	
Corporation Yard Building Replacement (GFAR)	\$600,000	
Shannon Road Ped & Bike Improvements (multiple sources)		\$1,200,000
Shannon Road Repair (GFAR)	\$4,500,000	
Los Gatos Creek Trail Connector Project	\$928,687	\$4,879,245
Blossom Hill Road Traffic Safety Project (construction)	\$100,000	\$950,000
Kennedy Road Sidewalk and Bike Lane (construction)	\$400,000	

The above list is complemented by a longer list (Attachment 2) of projects that have been identified as needs over time. Staff maintains the list as a working document and modifies it to add and remove projects as priorities change or as projects are completed.

This abbreviated list of over \$7 million in needs provides challenges for advancing these projects in light of the limited capital funds available as identified in the background section of this report. For projects with grants, not meeting a match obligation would mean the funds would revert back to the grantor.

Deferred Capital Needs

Staff has been compiling capital improvement funding needs across a number of categories in order to help grow an understanding of overall deferred capital expenditures. These needs have grown out of focused studies and assessments that evaluate and quantify incremental costs which build to the category costs. For most infrastructure, the Town has historically employed a run to failure model. This approach to capital maintenance is ineffective by way of its reactionary nature and organizational disruption. The table below provides a summary of these amounts, with the following section of this report describing each.

SUBJECT: Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program and
Provide Input for Budget Planning

DATE: February 23, 2022

DISCUSSION (continued):

Category	Funding Need
Facilities Capital Maintenance	\$20 M
Stormwater Infrastructure	\$15 M
Pavement Maintenance (PCI of 75) over 5 years	\$14 M
ADA Transition Plan (data collection ongoing)	\$26 M
Total	\$75 M

Facilities

With the Library recently reaching its ten-year anniversary, the Town no longer maintains buildings that can be considered new and older facilities have ever increasing capital needs. This last year, a consultant working for the Town conducted a facility assessment that identified current needs as well as life cycle costs for each of the Town's facilities. Facility by facility estimated costs are summarized in Attachment 3, with a total deferred maintenance (immediate need) of \$2.5 million and a five-year capital need of \$8.6 million.

Facility capital improvements have predominantly been funded through General Fund surplus allocations. Some small grants are available and utilized for projects through the Community Development Block Grant (CDBG) program. In Los Gatos, these projects are generally located at the Senior Center.

Future potential funding sources could include local tax measures.

Americans with Disabilities Act (ADA) Assessment

Similar to the facility assessment, a consultant working for the Town is currently updating the Town's ADA Transition Plan. This required plan identifies non-ADA compliant elements of Town infrastructure, identifies the required corrections, and assigns a cost. The work is in progress and funding needs will change as the consultant finishes their work; however, the current numbers provide a good estimate for what the ultimate need may be. The transition plan will establish a 25-year timeline for addressing the identified deficiencies. All of the costs identified through the ADA assessment are considered deferred. The Transition Plan allows for the Town to address the deferred needs over the timeline established. The total cost is \$26 million or roughly \$1 million per year. These estimated costs are also included in Attachment 3. Staff expects ADA compliance costs may increase by another 45% as the assessment is completed.

At the February 15, 2022 Council meeting, there was some discussion on conducting an ADA Parking Pilot project in the downtown. Staff has provided a review of that proposed project and the work that the Complete Streets and Transportation Commission conducted as

DISCUSSION (continued) :

Attachment 4. Through the ADA Transition Plan, the costs for addressing deficiencies in parking lots are in excess of \$375,000. Staff recommends addressing the core needs identified in the transition plan prior to embarking upon new efforts, especially where there is not a documented need.

As a distinct part of the ADA transition plan, sidewalk deficiencies have also been assessed. This is the last remaining data collection effort that the consultant is working on. To date the work is approximately 70% complete with an identified \$18 million in unfunded needs for sidewalks alone to date.

Future potential funding sources could include local roadway infrastructure taxes or fees.

Pavement Maintenance

The Town utilizes funding from the Metropolitan Transportation Commission (MTC) to hire a consultant to conduct a regular assessment of pavement condition. A full condition assessment occurs every three years. This information is collected in a program called StreetSaver, which staff utilizes to prioritize pavement projects and to forecast ongoing condition ratings based on investment levels.

The current Pavement Condition Index (PCI) for the Town is at a 69, which is at the top of the “fair” rating. To maintain this level, the Town will need to continue its current investment. To increase the Town’s PCI to a 75 over the next five years, the Town would need to invest an additional \$2.7 million per year.

Current funding for pavement maintenance is largely sourced from non-Town funds, including two local tax measures (2010 and 2016 Measure B), gas tax, garbage truck impact fees, and construction impact fees.

Future potential funding sources could include new local roadway infrastructure taxes or fees.

Stormwater

As reported in August of last year, the Town has an identified unfunded stormwater capital need of \$15 million. The identified projects improve areas of Town where the current stormwater system has deficiencies that are known to create localized flooding on an irregular basis. The assessment was a snapshot in time and the needs continue to grow, especially as the Town annexes County parcels where infrastructure does not exist.

SUBJECT: Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program and
Provide Input for Budget Planning

DATE: February 23, 2022

DISCUSSION (continued):

The Town collects stormwater fees associated with development based on the size and type of development, with fees up to \$5,286 per acre.

Stormwater capital needs overlap with the operational needs of the Clean Water Program. The latter is partially funded through property tax assessments that were set prior to Proposition 218 which passed in 1996. The fees have remained static since that time and no longer fully fund the program. This is compounded by increasing unfunded mandates by the State.

Additional potential funding sources could include:

- Increased stormwater fees for developments, or
- Balloted increases to the fees collected through the Clean Water Program, potentially including funding for capital needs. A strategic approach here could include the Clean Water Program advancing a funding initiative as a third party with Town support.

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.

The focus on leveraging Town funds to obtain grant money over the last several years has met with great success. Of significant concern today is the ability to meet the match funding commitments, especially in light of other capital maintenance needs.

Based on Town Council input from this item, staff will develop the proposed FY 2022/23 CIP Budget.

FISCAL IMPACT:

There is no fiscal impact from the discussion of this staff report.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Graphical Presentation Fiscal Year 2021/22 Capital Improvement Program
2. CIP Unfunded Project List
3. Facility and ADA Needs Assessment Summary
4. Complete Streets and Transportation Commission Pilot Project Review

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	12
Yellow	5
Green	32

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	Neighborhood Traffic Calming	Streets	\$ 250,000	✓	✓	✓			✓
2	Blossom Hill Road Traffic Calming	Streets	\$ 950,000	✓	✓	✓			✓
3	Shannon Road Repair	Streets	\$ 4,500,000	✓				✓	
3	Sports Park Snack Shack Roof Repair	Parks	\$ 45,000					✓	
3	Heritage Grove AC Sidewalks	Streets	\$ 150,000		✓			✓	
3	Sidewalk Infill Across from Fisher Middle School	Streets	\$ 250,000	✓	✓				✓
3	CNG station decommission	Facilities	\$ 100,000					✓	
3	Balzer Field Irrigation Replacement	Parks	\$ 75,000					✓	
3	La Rinconada play structure	Parks	\$ 200,000	✓				✓	
3	Oak Meadow Air Force Plane Coating	Parks	\$ 55,000	✓				✓	
4	Lynne 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	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 Improvments	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	✓				✓	
TOTALS			\$ 30,274,000						

Facilities Assessment

Site	Deferred	Total 5 Year	Total 15 Year
Adult Rec Center	\$ 851,500	\$ 1,601,500	\$ 2,051,500
Balzer Restroom	\$ 20,500	\$ 27,000	\$ 78,000
Belgatos Park Restroom	\$ 31,000	\$ 39,500	\$ 97,000
Blossom Hill Park Restroom	\$ 3,500	\$ 22,000	\$ 78,000
Civic Center	\$ 467,500	\$ 3,405,500	\$ 6,424,000
Corporation Yard Engineering Building	\$ 3,000	\$ 21,000	\$ 83,000
Corporation Yard Equipment Building	\$ 35,000	\$ 41,000	\$ 557,500
Corporation Yard White House	\$ 123,500	\$ 263,500	\$ 393,500
Creekside Sports Park Restroom	\$ 3,500	\$ 3,500	\$ 59,000
Forbes Mill	\$ 121,500	\$ 162,000	\$ 371,000
Library	\$ 37,000	\$ 349,000	\$ 1,620,000
Oak Meadow Restroom	\$ 22,000	\$ 22,000	\$ 81,500
Parking Garage	\$ 42,000	\$ 68,000	\$ 196,000
Police Operations	\$ 160,500	\$ 381,500	\$ 1,492,500
Tait Avenue	\$ 29,500	\$ 116,500	\$ 243,500
Theater	\$ 164,500	\$ 1,630,000	\$ 5,274,500
Venue	\$ 337,500	\$ 337,500	\$ 534,500
Youth Rec Center	\$ 55,500	\$ 75,000	\$ 322,500
Totals	\$ 2,509,000	\$ 8,566,000	\$ 19,957,500

ADA Assesment

Facility	Summary Cost
On Street Parking	\$ 17,605.00
Parks and Facilities	\$ 5,833,808.59
Intersections	\$ 1,679,752.00
Sidewalk	\$ 18,043,360.60
Trails	\$ 17,588.00
Totals	\$ 25,592,114.19

Evaluation of a Downtown ADA Parking Pilot Proposal

February 18, 2022

In January 2021, representatives from the Northern California Spinal Cord Injury Foundation approached Town staff about their interest in a pilot program for Americans with Disabilities Act (ADA) mandated parking spaces. The purpose of the pilot would be to increase the availability of wheelchair accessible parking spaces under the assumption that “95% of occupants of Wheelchair Accessible Parking Spaces do not require additional space to access their vehicle”.

Background on ADA Parking Spaces

The ADA identifies two categories of accessible parking spaces: accessible and van accessible. A van accessible space has increased aisle space adjacent to the space to allow for vehicles with ramps or other devices to facilitate vehicle entry and exit. The ADA has specific requirements for the quantities and sizes of each category of accessible parking spaces in proportion to the overall number of parking spaces in a parking lot. The ADA is very prescriptive in its requirements and those requirements are minimum standards.

The Proposed Pilot

Although not fully developed, the concept as presented to Town staff would involve the following:

- Identification of non-ADA parking spaces (those that are not painted blue) near to or adjacent to van accessible spaces.
- Addition of signage requesting individuals with ADA placards to utilize the non-ADA spaces if they do not require the extra space.
- Addition of signage identifying the adjacent non-ADA spaces as preferential (but not legal) spaces for those with ADA placards.
- Implementation of an “intensive media campaign” for education of the public.

Evaluation of the Proposal

The Complete Streets and Transportation Commission (CSTC) heard the proposal in early 2021 and adopted the evaluation as a Commission priority for the year. The Commission’s work in evaluating the proposal would be a quantitative data collection and analysis effort, which combined with a staff evaluation of ADA compliance, would inform future direction.

The CSTC reviewed a data collection model and approved representative sampling for data collection. The data collection included a review of all downtown public parking lots, identifying the number of spaces, occupancy counts, vans present, and vehicles without placards (illegally parked). Evaluation periods included morning, afternoon, and evening timeframes on weekdays and weekends.

The data collected from the site surveys by CSTC members identified broad availability of van accessible parking. The highest level of occupancy was noted as Tuesdays (42% occupancy) and afternoons (43% occupancy). Follow up data collection to add additional evening data collection presented similar results.

Staff also evaluated the technical elements of the proposal. Staff noted the following concerns:

- An “Intensive Media Campaign” would likely not be sufficient to educate potential users due to the localized nature of the implementation and the ever-changing clientele in the downtown. The outreach and education would need to be ongoing and consistent. Staff resources do not exist to meet this need in the short or long-term.
- Non-standard signage stands a high chance of causing confusion for users. As noted above, the ADA is absolute in its requirements. Non-standard implementations face the potential for being deemed non-compliant with the ADA.
- Many who have an ADA placard and do not use the space for wheelchair access still require the facilities that an ADA compliant space provides. This can include the level surface for standing and walking, the ramp that facilitates mounting the sidewalk, tactile elements that help the visually impaired, etc. It may be presumptuous to provide a system that brings focus to those with disabilities that do not require a wheelchair.
- Signage on additional spaces would discourage non-ADA users from utilizing those spaces. These could be critical spaces for the overall parking program as significant adjustments in the parking program are imminent.
- The pilot was evaluated in comparison with opportunity costs for other ADA efforts. Town staff have been developing an ADA Transition Plan, a portion of which addresses deficiencies in Downtown parking spaces. Currently identified ADA related parking compliance needs exceed \$375,000.

Costs and Conclusions

The CSTC reviewed and discussed the proposed pilot based on the utilization data collected and determined that no pilot project was warranted given the availability of ADA parking.

The cost to implement a pilot project as conceived here would largely involve time commitments from staff. Oversight and management would require an estimated 60 hours at startup and an ongoing 3-5 hours per week. Staffing to conduct the actual pilot, especially given the “intense media campaign” would require a minimum of 80 hours to startup the pilot and an ongoing 8-10 hours per week. Costs for signage, campaign information, and other hard costs are estimated at \$15,000. Given the current workload, there is no existing capacity to take on such a work effort.

Given the additional technical evaluation and anticipated workload, Town staff concurs with the recommendation of the CSTC not to proceed with the pilot. If Council wishes to add the pilot, other capital projects would need to be removed/delayed.