

AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on 16th day of September 2026 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and DLR Group, ("Consultant"), identified as an S Corporation and whose address is 18294 Sonoma Highway, Sonoma, CA 95476. This Agreement is made with reference to the following facts.

I. RECITALS

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

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town on August 6, 2025, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from upon execution through September 16, 2026. Consultant shall perform the services described in this agreement as described in Exhibit A.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared

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

2.6 Compensation. Compensation for Consultant's professional services shall not exceed **\$98,100**, inclusive of all costs. Payment shall be hourly based upon actual hours worked and fees for each task shall not be exceeded without written authorization from the Town.

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
Email (preferred): AP@losgatosca.gov

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

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain

any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- 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: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an

amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

i. The Town, its elected and appointed officials, employees, and, agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.

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

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required

Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.

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

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

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

DLR Group
18294 Sonoma Highway
Sonoma, CA 95476

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

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

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

Town of Los Gatos by:

DLR Group by:

Chris Constantin, Town Manager

Michael B. Ross, AIA NCARB, Vice President, Principal Architect

Recommended by:

Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

Gabrielle Whelan, Town Attorney



DLR Group inc.
a California corporation
18294 Sonoma Highway
Sonoma, CA 95476

August 22, 2025

Nicolle Burnham
Parks & Public Works Director
Parks & Public Works Department
41 Miles Avenue
Los Gatos, CA 95030
Via email: NBurnham@LosGatosCA.gov

Re: Town of Los Gatos-Monte Sereno Police Department: Proposal for Facility Programming and Concept Services for the Los Gatos-Monte Sereno Police Department Operations Center

Dear Nicolle:

DLR GROUP is pleased to submit this proposal for Facility Programming and Concept Design Services studying the feasibility for the potential expansion of the Los Gatos Monte Sereno Police Department (LGMSPD) Police Operations Center, 15900 Los Gatos Boulevard, Los Gatos, CA to accommodate the relocation of the LGMSPD's Administration, Records and Dispatch functions from the Town's civic center to the existing Police Operations Center site. The following describes our project understanding, scope of work and fee.

PROJECT UNDERSTANDING

In 2009 the Town of Los Gatos completed the adaptation and expansion of a prior Verizon call center building at 15900 Los Gatos Boulevard, CA into the Los Gatos Police Department Operations Center. Due to organizational and budget decisions at the time, the Los Gatos Police Department facilities were split into two locations; Patrol, Investigations, Community Services, Traffic and the Emergency Operations Center were located at the new Police

Operations Center, and Administration, Records and Dispatch remained at the town's Civic Center site. The Police Department continues to operate in dual facilities today.

Los Gatos-Monte Sereno Police Department Organizational Assessment Study

In 2024, Los Gatos commissioned the *Los Gatos-Monte Sereno Police Department Organizational Assessment Study* (Study) prepared by Meliora Public Safety Consultants. The Study provided a comprehensive organizational assessment of the Los Gatos-Monte Sereno Police Department to address opportunities for operational improvement to be more aligned with 21st Century policing. The Study found that overall, the LGMSPD was fully committed to their public safety mission and to continuous improvement and learning. One of the study's primary recommendations was for the police department's facilities to be reunified and combined into a single building. The current two-building model was found not to be conducive to team communication, organizational alignment and optimization of command-and-control functions.

The Study recommended a detailed space and functional analysis be prepared to explore the potential for combining all police department functions into a right sized single facility. In response, Los Gatos identified the existing Police Operations Center as a potential candidate site and building to house the entire police department and requested DLR Group provide a proposal for facility programming, conceptual design and site analysis services exploring the feasibility of combining all police department functions at the current Police Department Operations Center site. The following describes the scope of work for these services.

SCOPE OF WORK

DLR Group has organized Facility Programming and Conceptual Design Service Study into the following tasks and fees.

Task 1: Project Start Up & Orientation

Project start up activities include reviewing previously published planning data, reviewing existing drawings as built drawings and participation in a site visit and tour of the current police spaces in the Police Operations Center and Civic Center, and one-on-one meetings with the Chief of Police and Public Works Director.

Deliverables

Deliverables for this task include:

Site visit, orientation meeting and interviews with Chief of Police and Public Works Director. Development of a proposal for services, contract negotiation and receipt of a Notice to Proceed (NTP).

Task 2: Space Needs Assessment Services

The Space Needs Assessment process will begin with an onsite Kick Off meeting to confirm the project's scope, schedule and deliverables followed by user group interviews with the Police Department and other Town stakeholders.

The user group interviews will allow representatives of each police department division to discuss their division's respective workload, staff, space, security and functional requirements. The user group interviews will be split into two separate sessions to allow department representatives who are on alternating duty days to attend.

The focus of the Space Needs Assessment will establish the baseline staffing, space, functional, site and security requirements for 2025 and projected to a planning horizon of 2040. The outcome of this process will be documented in Program Space Requirements (PSR) spreadsheets which upon approval by the Police Department and Town, will form the Basis of Design for the later site analysis, conceptual design, and construction cost estimation tasks.

The projected 2040 gross building area requirements will be compared to the existing building area in the current Police Operations Center, with any resulting area differences being used to guide the development of potential space plan solutions for a combined Police Station facility.

Deliverables

Deliverables for this task include:

- Kick off meeting.
- User Group Interview Session 1
- User Group Interview Session 2
- Update existing as built drawings to reflect space plan changes since 2009.
- Preparation of Draft and Final Program Space Requirements (PSR) spreadsheets with base year 2025 projected to 2040.
- Draft PSR client review
- Final PSR forms the space needs Basis of Design (BOD) for this project.

Task 3: Site Analysis Services

Based on the approved BOD established in Task 2, DLR Group will analyze the current Los Gatos Boulevard site to assess its relative capacity to potentially accommodate future building additions, vehicle circulation, additional parking demand and associated other site improvements including emergency generator, underground redundant water storage and sewer storage tanks, stormwater management systems, landscaping and other associated site improvements should they be required to serve a potentially larger consolidated station.

This task will also assess the feasibility and respective pros and cons of potentially locating some police vehicles at the Monte Bello parking lot should parking lot expansion capacity be limited at the current site.

Deliverables

Deliverables for this task include:

- Concept design level site diagrams illustrating the capacity of the existing site to accommodate the site design attributes necessary to support the Los Gato Police Department's 2040 building and site improvement requirements.

Task 4: Concept Design

Based on the information developed during Tasks 2 and 3, DLR Group will convert the existing AutoCAD files to a 3D Revit model and prepare conceptual floor plan diagrams showing potential solutions to accommodate the relocation of all police department divisions and functions from the Civic Center to the existing or expanded Police Operations Center.

Deliverables for this task include:

- Conversion of the 2008 AutoCAD files to 3D Revit model
- Conceptual floor plans and associated site plans
- Client reviews and choice of the preferred design concept or hybrid thereof for cost estimation purposes.

Task 5: Construction Cost Estimation

Based on the approved conceptual space plan and site design, and building system general written design criteria, Cumming, DLR Group's professional cost consultant will prepare a concept design level statement of probable cost for the selected concept design, projected to a midpoint of construction August 2027.

Deliverables for this task include:

- Draft Statement of Probable Construction Cost

- Review meetings and discussion.
- Final Statement of Probable Construction Cost

Task 6: Summary Documentation & Recommendations

Based on the approved concept design and budget, DLR Group will document the findings of the facility plan in a written and graphic report for presentation to the Town of Los Gatos for consideration.

Deliverables for this task include:

- Draft written and graphic facility plan document.
- Client review and feedback
- Final written and graphic facility plan document.

Task 7. Town Council/Planning Commission Presentations

DLR Group can support and aid the Police Department in presentations to the Town Council or Planning Commission upon request with in-person attendance to discuss the merits and findings of the Feasibility Assessment as well as answer questions.

Deliverables for this task include:

- Assume two meetings including travel expenses at cost per meeting of \$3,500.

PROPOSAL ASSUMPTIONS

The focus of this study identifies police department staffing, space needs and site requirements at the existing Police Operations Center site only. This facility assessment study excludes opinions on the current condition of existing structural, electrical, lighting, HVAC, security or low voltage systems. Building system assessment services are available but currently optional to this proposal.

Site design will be a high-level conceptual study focusing on the feasibility of accommodating the expected increased parking and site improvement needs of an enlarged police station at the site. DLR Group is available to provide added civil engineering design services as an optional service should the Town request.

The adoption of all or partial requirements of NPFA 1225/1221 for the design of Emergency Communication Centers for this project will be a decision by the Los Gatos-Monte Sereno Police Department and the AHJ. DLR Group requests directions on this decision prior to initiation of the construction cost estimation task.

FEE SCHEDULE SUMMARY

DLR Group's fee summary per design phase is provided below.

A/E SERVICES FEE SUMMARY PER DESIGN PHASE			
#	PHASE	Total Fee Per Phase (\$)	Remarks
1.	Project Start Up/ NTP	4,500	
2.	Space Needs Assessment	17,600	
3.	Site Test Fit Analysis	14,300	
4.	Concept Design	24,200	
5.	Construction Cost Estimation	12,000	
6.	Summary Documentation & Recommendations	16,000	
7.	Town Council or Planning Commission Presentations	7,000	Assume two meetings \$3,500 each invoiced hourly
8.	Sub-Total	95,600	
	Reimbursable Expenses	2,500	
8.	Total Fee	\$98,100	

HOURLY RATES

Title	Client Hourly Billing Rate
Senior Expert	\$350
Expert	\$300
Practice Leader	\$265
Project Leader	\$235
Senior Professional	\$205
Professional II	\$175
Professional	\$145
Professional Support	\$115
Technical/Clerical	\$90

PROJECT TEAM

The following consultants are included in the proposal.

Base Services

Architectural Planning:	DLR Group
Cost Estimating:	Cumming

SCHEDULE

The proposal is based on the following schedule and reflects our understanding of the project timeline while incorporating our work plan.

Feasibility Phase:

Three Months

Construction Cost Estimation & Final Documentation:

One Month

AGREEMENT FOR PROFESSIONAL SERVICES

Should the Town have a standard contract for professional services, we can review that for acceptance. Otherwise, we can also offer all general Terms and Conditions to be per the industry standard American Institute of Architects B109 Standard Form of Agreement Between Owner and Architect or other mutually agreed upon Terms and Conditions established prior to the commencement of our professional services for this project. We will prepare this agreement in conjunction with you.

EXCLUSIONS

The following services are currently excluded from this proposal.

- Reality capture or scanning existing buildings.
- Security or threat assessment services
- Design of facilities other than the current Police Operations Center
- Geotechnical testing, soils, and seismic reports
- Site topographic survey
- Title company services
- Subsurface utility service exploration or mapping
- Hazardous materials analysis, definition, or abatement
- Arborist services
- CEQA Initial Study
- Biological resources consultant
- Cultural resources consultant
- Traffic Engineering
- Vehicle miles travelled study.
- Greenhouse gas emissions study
- Design or erection of story poles
- Provision of schematic design, design development, construction document, bidding or construction phase services
- Structural, civil, mechanical, electrical, plumbing, lighting, computer aided dispatch (CAD) or emergency radio system and other low voltage system engineering or design.
- Landscape architecture
- Computer aided dispatch (CAD) or emergency radio system specification or design
- Interior design services or specification of furniture fixtures and equipment (FF&E).

ADDITIONAL SERVICES

1. All other services that are considered added services (beyond the scope of work noted here) will be billed on an hourly basis per our standard hourly rates. Please refer to our current hourly rate schedule.
2. This proposal assumes owner-provided plans are sufficiently accurate for this initial assessment phase. However, our team can take field measurements to physically confirm and document the existing facility within the proposed area of renovation.

INSURANCE

DLR Group carries the following insurance and will provide the Owner with certificates:

- Comprehensive General Liability \$1,000,000 for each occurrence and in the aggregate for bodily injury and property damage
- Automobile Liability - \$1,000,000 combined single limit and aggregate for bodily injury and property damage
- Workers' Compensation - \$1,000,000
- Professional Liability - \$2,000,000 per claim and in the aggregate for Architect's negligent acts, errors, and omissions

Thank you for this opportunity to be part of this important project. We look forward to joining the Los Gatos-Monte Serrano Police Department Project Team to deliver a successful project. Please contact me at 707-996-8448 or via email at mross@dlrgroup.com should you like to discuss this proposal.

Sincerely,



Michael B. Ross, AIA NCARB

Principal | Architect

DLR Group