

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification this ___ day of July 2021 and is made by and between TOWN OF LOS GATOS, a California municipal corporation (“Town”) and EMC Planning Group Inc. (“Consultant”), whose address is 301 Lighthouse Avenue, Suite C, Monterey, CA 93940. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town desires to engage Consultant to provide Consultant Services for preparation of the 2023-2031 Housing Element and all associated environmental review documents.
- 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, including Budget and Schedule, attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from the date of execution through July 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 Town and all reports and supportive data prepared by Consultant under this Agreement are Town’s property and shall be delivered to Town upon the completion of Consultant's services or at Town's written request. All reports, information, data, and exhibits prepared or assembled

ATTACHMENT 1

by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by Town to the public, and Consultant shall not make any of these documents or information available to any individual or organization not employed by, or under contract with, Consultant or Town without the written consent of Town before such release. Town acknowledges that the reports to be prepared by Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by 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 \$282,435.00** inclusive of all costs. Payment shall be made against tasks at costs as set forth in Exhibit A. 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. As noted in Exhibit A, the distribution of hours between firms, staff categories, and tasks are an estimate. While the total costs shall not exceed amount in Section 2.6 above, the distribution of hours/costs may vary depending on actual execution.
- 2.8 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed, by whom, at what rate, and on what date.

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

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.9 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of Town at Consultant's offices during business hours upon written request of Town.
- 2.10 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to Consultant. No portion of these services shall be assigned or subcontracted without the written consent of Town.

- 2.11 Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.
- 2.12 Conflict of Interest. Consultant understands that its professional responsibilities are solely to Town. 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 Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at Town's sole discretion, sever any such employment relationship.
- 2.13 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 and 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 Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than: 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. Town, its officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; and premises owned or used by Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. Consultant's insurance coverage shall be primary insurance as respects Town, its officers, officials, employees, and volunteers. Any insurance or self-insurances maintained by Town, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Town, its officers, officials, employees, or volunteers.
- iv. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or 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. Consultant shall maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to 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 Town its officers, agent, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of Consultant, or any of Consultant's officers, employees, 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, the Consultant shall deliver to the Town all plans, files, documents, and reports performed to date by Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to 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 Town and Consultant.

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

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

To Town:

Joel Paulson
Community Development Director
Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95030
Fax: (408) 354-7593
Phone: (408) 354-6879
E-mail: jpaulson@losqatosca.gov
planning@losqatosca.gov

To Consultant:

Teri Wissler Adam
EMC Planning Group Inc.
301 Lighthouse Avenue, Suite C
Monterey, CA 93940
Phone: (831) 649-1799
E-mail: wissler@emcplanning.com
www.emcplanning.com

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

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

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

Town of Los Gatos

Consultant:

Laurel Prevetti
Town Manager

Teri Wissler Adam
EMC Planning Group Inc.

Department Approval:

Approved as to Form:

Joel Paulson
Community Development Director

Robert Schultz
Town Attorney

SCOPE OF SERVICES

4.1 Approach and Methodology

EMC Planning Group recognizes that the most significant work effort for Los Gatos's Housing Element Update (2023-2031) will be preparing a vacant and underutilized site inventory that accommodates Los Gatos's regional housing needs allocation (RHNA). The Town of Los Gatos is anticipating a 6th cycle RHNA of approximately 2,000 units, compared to 619 units in the 5th cycle RHNA, representing a 323 percent increase from the past planning cycle. Our approach to this effort will rely on the Town's "Preferred Land Use Alternative Framework," which identifies "Community Place Districts" where mixed-use/multi-family residential development can occur.

It is understood that there may be a need for the rezoning of property but that this would take place after completion of the Town of Los Gatos 2040 General Plan and is not envisioned as part of the housing element update process. Because the Town expects to complete its general plan update process in late 2021, EMC Planning Group does not anticipate the need for an environmental impact report (EIR) to complete the housing element update process. Instead, our work program includes the preparation of an Initial Study/Mitigated Negative Declaration.

A housing element update can be a very challenging process for local jurisdictions, and with the extraordinary RHNA numbers for the 6th Cycle, we expect it to generate a lot of public interest. EMC Planning Group understands that the success of this effort hinges on an effective public participation program that includes active engagement with Los Gatos residents, housing advocates and stakeholders, elected and appointed officials, and HCD.

We note that Los Gatos is included with a countywide collaborative led by the ABAG/MTC Regional Housing Technical Assistance Program. Our work program and budget have been trimmed in anticipation of reduced costs for certain data collection tasks, including support from a half-time technical assistant provided by the countywide collaborative. EMC Planning Group's Ande Flower has been actively involved the ABAG/MTC process and has working knowledge of housing element site selection (HESS) tool. Ande will play a central role in the housing element update, and his expertise in this area will ensure that we make the best use of the HESS tool. His effort will also provide invaluable feedback to ABAG/MTC as it works to improve the nascent tool. We are confident that with the EMC

Planning Group team, Town staff, and regional collaborators working together, Los Gatos can be assured of a successful update process that garners wide community support and timely certification of its updated housing element.

4.2 Scope of Work

EMC Planning Group will undertake the following work program to deliver a certified housing element to the Town of Los Gatos.

Task 1 – Project Schedule and Management

This task involves the development of a timeline/schedule, with milestones, that will lead to HCD certification of the housing element by December 31, 2022. This work will include scheduling for:

- Kickoff meeting with staff to refine the scope of services;
- Identification of major milestones, meetings, and work products;
- Twelve (12) Housing Element Advisory Board (HEAB) meetings (approximately one each month over the course of a year);
- Planning Commission and Town Council study sessions (one (1) meeting each for a total of two (2) meetings);
- Three (3) public hearings (one (1) Planning Commission and two (2) Town Council);
- Development of strategies to meet the Town’s RHNA 6 and the housing element update;
- Response to HCD review comments and Town staff review times; and
- Delivery of a draft and final draft housing element, including any subsequent updates to other general plan elements as required by State law.

This task also includes project management and covers communication and coordination between the EMC Planning Group team, Town staff, regional collaborators, and HCD. It includes meetings, phone conferences, email exchanges, and other communications. The EMC Planning Group team will attend one (1) kickoff meeting with staff to discuss project goals, issues, availability of reference materials, work product expectations, communications protocols, public outreach program, and site inventory. The team will also meet with staff on days that coincide with community outreach and engagement. Finally, this task includes consultation with HCD, which is typically handled with regular phone calls to HCD staff. Town staff is expected to be available for meetings with the EMC Planning Group team, to take regular coordination phone calls, and to provide Town documents as needed.

Task 2 – Review of Existing Housing Element

This task involves the review of Los Gatos’s current housing element to identify the Town’s success in accomplishing/implementing housing goals, policies and programs. This review includes explanations and updates for goals, policies, or programs that are in progress, that have been abandoned, or that have

proven ineffective. EMC Planning Group will make use of materials provided in the Town’s annual progress report to HCD.

Task 3 – Public Outreach

This task involves measures that EMC Planning Group will take to engage the Los Gatos community in the housing element update process. The 6th cycle regional housing needs allocation (RHNA) numbers are a sea change for all California communities, and the success of the update process hinges in part on a community outreach and engagement program that is robust, inclusive, and meaningful. COVID-19 has complicated community outreach efforts, but the pandemic has also catalyzed the development of new digital tools that have brought interactive engagement to a new level. One such tool is an all-in-one digital community engagement platform called *Bang the Table* (<https://www.bangthetable.com/>).

EMC Planning Group is partnering with *Bang the Table* as a cornerstone of its community outreach and engagement program. Using *Bang the Table*, the EMC Team will work with Town staff to design an interactive engagement plan that allows community members to engage on their own time. Community workshops can span days and include customizable discussion forums, and through the digital platform, discussions can be made available in multiple languages and moderated to weed out any personal attacks, profanity, or off-topic comments. This platform will serve as the internet portal for information regarding the housing element update, key documents, and interactive activities to solicit input at various stages of the process.

The following are a sample of the tools available through the *Bang the Table* platform:

- **Forums.** A safe and interactive space for Los Gatos community-members to discuss and debate pertinent issues. The site is moderated to assure safety.
- **Ideas.** These “virtual post-it notes” are a way for Los Gatos community-members to share what inspires them. EMC Planning Group staff can then assist in creating virtual stakeholder groups to help the community “grow” their ideas.
- **Places.** Gather feedback and photos directly on a map with a simple “pin” drop.
- **Stories.** Help your community better understand, empathize, and relate to others and to all that contributes to contemplating additional housing in the community.
- **Guestbook.** Simple, streamlined, and moderated space for Los Gatos community-members to upload comments.
- **Q&A.** Receive questions in a managed space that accommodates messages through the iterative brainstorming process.
- **Polls.** Ask a single question and get immediate insight with this quick and targeted tool.
- **Surveys.** Encourage Los Gatos community-members to voice their opinions in a convenient way that can also help us understand what areas of town need more encouragement to participate. Aggregate data can help the town understand generally who is participating with the outreach tools.

EMC Planning Group’s community engagement program will include the following key meetings/consultations:

- Twelve (12) HEAB meetings, integrated with the *Bang the Table* platform;
- Planning Commission and Town Council study sessions (one (1) meeting each for a total of two (2) meetings), also integrated into the *Bang the Table* platform;
- Three (3) public hearings (one (1) Planning Commission and two (2) Town Council);
- Tribal consultation in compliance with SB 18, including preparing all notices and mailings.

As part of this effort, EMC Planning Group will work with Town staff to develop a list of organizations that will be contacted to participate in the update process. Town staff will be responsible for identifying and/or confirming focus group members and providing EMC Planning Group with appropriate contact information.

Task 4 – Regional Housing Needs Assessment

This task involves a review of the Town’s vacant land inventory and an assessment of the 6th cycle regional housing needs allocation prepared by ABAG. In consultation with Town staff, EMC Planning Group will review ABAG’s methodology, coordinate with other selected Bay Area jurisdictions, and explore the likelihood of success to determine whether or not to appeal Los Gatos’ RHNA. If directed by Town staff, we will file an appeal to ABAG in the appeal period provided by ABAG (summer/fall 2021).

Task 5 – Assessment of Housing Needs

This task involves quantifying Los Gatos’s existing and projected housing needs for all income levels based on the Town’s share of the regional housing needs allocation in accordance with Section 65584 of the Government Code. EMC Planning Group will also analyze special housing needs based on data from Census 2020 and interviews with social service agencies in the area. Special housing needs will be evaluated for the disabled, elderly, large families, farmworkers, families with female heads of households, and families and persons in need of emergency shelter.

This task assumes that ABAG’s Regional Housing Technical Assistance Program will provide jurisdiction-specific graphs and write-ups for all required data, including population, demographic, housing, market conditions and regional comparisons. EMC Planning Group anticipates some limited amount of time to tailor the work provided by regional collaborators.

This task also involves the identification of potential and actual governmental and nongovernmental constraints to the preservation, protection, and production of housing across income levels within the town. This task assumes that ABAG’s Regional Housing Technical Assistance Program will provide cross-jurisdictional comparisons necessary for this task, including the comparison of development and permitting fees and processing times. It will also provide write ups of typical countywide non-governmental constraints, including community opposition to housing, cost of construction, limited

availability of land and other topics. As is the case with the assessment of housing needs described above, EMC Planning Group anticipates some limited amount of time to tailor the work provided by regional collaborators.

Task 6 – Housing Sites Inventory

This task involves the preparation of an inventory of vacant and underutilized sites that demonstrates Los Gatos’s capacity to accommodate it RHNA. This includes identifying safe assumptions, evaluating sites, and analyzing potential policy strategies to increase site capacity, demonstrating development viability and inputting the information into HCD’s electronic form for submittal with the updated element. As discussed in the Approach and Methodology section above, EMC Planning Group anticipates that this will be the most significant area of work for the update process, and EMC’s Ande Flower will use his familiarity with the ABAG/MTC HESS tool to its best advantage.

Because Los Gatos’s inventory of vacant and underutilized sites may rely to some degree on accessory dwelling units, we recommend that Town staff apply to HCD for grants moneys through the Local Housing Trust Funds (LHTF) program (applications are due in June). LHTF funds may be used for the construction, repair, and reconstruction or rehabilitation of accessory dwelling units or junior accessory dwelling units. Application to the LHTF program would signal to HCD that Los Gatos is serious about accessory dwelling units.

Task 7 – Prepare Draft Housing Element

This task involves preparation of the housing element document, which includes collating materials developed in the previous tasks, plus:

- Updating housing, population, demographic, and employment data to coincide with recent ABAG growth projections and Census data;
- Undertaking an analysis that affirmatively furthers fair housing, in compliance with Assembly Bill 686;
- Updating housing goals and policies to address compliance with State law and effectively responds to the housing needs, constraints, and key priorities identified through data gathering and analysis and the public participation process; and
- Preparing an implementation program, including quantified objectives, to address housing needs for all income levels, seniors, veterans, populations with disabilities, or special needs, and those experiencing homelessness.

EMC Planning Group will prepare and submit an administrative draft housing element for Town staff review. Town Staff will provide a comprehensive set of recommended changes. Once edits are complete, the team will then prepare a public review draft housing element that is made available to the public and presented to HEAB, Planning Commission, and Town Council. EMC Planning Group will prepare PowerPoint presentations and attend meetings/hearings. Based on HEAB, Planning Commission, and Town Council input, the team will then prepare a HCD review draft and submit it to HCD for the mandated review.

This task involves working closely with HCD and Town Staff to respond to comments and produce a final draft housing element for final adoption. EMC Planning Group will prepare PowerPoint presentations and present the final draft document at public hearings before the Planning Commission and before the Town Council (three (3) hearings total). The team will then prepare the final adopted housing element, including any changes from the public hearings, and submit it to HCD for final certification. It will also distribute the document to the applicable water/sewer district and the California Office of Planning and Research.

Task 8 – General Plan Amendments

This task involves preparing general plan updates/revisions needed to ensure consistency with the housing element, including text, tables, maps, etc. This also includes update of the safety element as required by SB 379 (but does not include any update to the Local Hazard Mitigation Plan).

Task 9 – Environmental Documents

This task involves the preparation, posting, and filing all the appropriate environmental documents for compliance with the California Environmental Quality Act (CEQA), including the Initial Study, Notice of Intent to Adopt a Mitigated Negative Declaration (or other CEQA determinations as applicable), response to comments, mitigation measures, mitigation monitoring program, and notice of completion to be filed with Governor’s Office of Planning and Research and the Santa Clara County Clerk. In addition, the Consultant or Consultant Team will be responsible for preparing all notices and mailings for AB 52 (Tribal Consultation in CEQA process). This proposal assumes that CEQA review will be limited to the preparation of an initial study/mitigated negative declaration.

4.3 Deliverables

The following is a list of deliverables that EMC Planning Group is committed to providing through the course of its work program.

1. Preparation and submittal one (1) electronic copy in Microsoft Word (Word) format (.docx) and one (1) in PDF format of the draft housing element, and other elements as applicable for the Town of Los Gatos staff to review and comment upon in accordance with the project’s schedule and the design of the draft (text, font, graphics, tables, figures, and picture placement) shall match the *Town of Los Gatos 2040 General Plan* document format and quality;
2. Revision of the draft housing element to incorporate staff’s comments and submit (1) electronic copy in Word format, and one (1) electronic copy in PDF format of the element to the Town of Los Gatos for staff distribution to HCD, the Town Council, the Planning Commission, the HEAB, and the general public for review and comment;
3. Preparation, posting, and filing of all the appropriate environmental documents for compliance with CEQA, including the Initial Study, Notice of Intent to Adopt a Mitigated Negative

Declaration (or other CEQA determinations as applicable), Response to Comments, Mitigation Measures, Mitigation Monitoring Program, and Notice of Completion with OPR and the Santa Clara County Clerk;

4. Preparation of addendums and revisions to draft documents both in response to the Town of Los Gatos' input and comments from HCD, including tracking said revisions;
5. Preparation of the final draft updated housing element in response to comments from HCD, responsible agencies, Town of Los Gatos staff, HEAB, Planning Commission, Town Council, and the public. Upon determination of compliance by HCD of the final draft Housing Element, EMC Planning Group will submit thirty (30) bound copies, one (1) electronic copy in Word format, and one (1) electronic copy in PDF of the Final Housing Element (2023-2031) and other final draft general plan element(s), if necessary, for distribution to the Planning Commission and the Town Council for final adoption at corresponding public hearings;
6. Attendance, presentation, and participation in HEAB meetings, Planning Commission meetings, Town Council meetings, informational workshops or study session meetings, and public hearings as set forth in this work program;
7. Preparation of public meeting presentation materials, memos, letters, and other documents needed to satisfactorily complete the work program;
8. Provision of bi-monthly e-mail progress reports to the project managers;
9. Assistance in the preparation of staff reports and exhibits for HEAB, Planning Commission, and Town Council meetings and hearings;
10. Provision and maintenance of an internet-based folder for all project materials accessible to Town staff and EMC Planning Group;
11. Coordination with Town staff and HCD staff as necessary; and
12. Upon adoption of the final housing element and any required general plan amendments by the Town Council, EMC Planning Group will prepare a final adopted version with the date of adoption prominently displayed on the front cover and throughout the documents to distinguish it as the official document from other versions of the general plan elements. EMC Planning Group will provide ten (10) bound copies, one (1) electronic copy in Word format, and one (1) electronic copy in PDF format of all adopted materials for distribution to HCD, Town departments, and other stakeholders.

4.4 Budget and Schedule

Budget

EMC Planning Group proposes a not-to-exceed budget for the Los Gatos Housing Element Update of \$246,695. Of this amount, \$35,740 is earmarked for CEQA work (IS/MND). The detailed total project budget is presented on the following page. Following the total budget is a breakout detailed budget for the IS/MND, which is incorporated into the total budget on the previous page.

Los Gatos Housing Element Update (2023-2031)

| Task | EMC Planning Group Inc. | | | | | | | | | |
|--|-------------------------|-------------|-------------------|-------------------|------------|--------------------|--------------------|--------------------|---------------------|--|
| Staff | Senior Principal | Principal | Principal Planner | Associate Planner | Graphics | Production Manager | Admin./ Production | Total Hours | Total Cost | |
| Billing Rate (Per Hour) | \$250.00 | \$225.00 | \$200.00 | \$150.00 | \$125.00 | \$125.00 | \$115.00 | | | |
| Task 1 - Project Schedule and Management | 5.0 | 32.0 | 72.0 | 8.0 | 0.0 | 0.0 | 0.0 | 117.0 | \$24,050.00 | |
| Task 2 - Review of Existing Housing Element | 0.0 | 16.0 | 0.0 | 32.0 | 0.0 | 0.0 | 0.0 | 48.0 | \$8,400.00 | |
| Task 3 - Public Outreach | 0.0 | 32.0 | 200.0 | 32.0 | 0.0 | 0.0 | 0.0 | 264.0 | \$52,000.00 | |
| Task 4 - Regional Housing Needs Assessment | 0.0 | 24.0 | 40.0 | 0.0 | 0.0 | 0.0 | 0.0 | 64.0 | \$13,400.00 | |
| Task 5 - Assessment of Housing Needs | 0.0 | 16.0 | 16.0 | 32.0 | 8.0 | 0.0 | 0.0 | 72.0 | \$12,600.00 | |
| Task 6 - Site Inventory | 0.0 | 40.0 | 32.0 | 16.0 | 10.0 | 0.0 | 0.0 | 98.0 | \$19,050.00 | |
| Task 7 - Prepare Draft Housing Element | 6.0 | 80.0 | 80.0 | 40.0 | 8.0 | 5.0 | 4.0 | 223.0 | \$43,585.00 | |
| Task 8 - General Plan Amendments | 4.0 | 20.0 | 60.0 | 32.0 | 4.0 | 0.0 | 0.0 | 120.0 | \$22,800.00 | |
| Task 9 - Environmental Documents (See separate budget) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | -- | \$35,740.00 | |
| Subtotal (Hours)* | 15.0 | 260.0 | 500.0 | 192.0 | 30.0 | 5.0 | 4.0 | Total Hours | Total Cost | |
| Subtotal (Cost)* | \$3,750.00 | \$58,500.00 | \$100,000.00 | \$28,800.00 | \$3,750.00 | \$625.00 | \$460.00 | 1006.0 | \$231,625.00 | |

| Additional Costs | |
|------------------------------------|-------------------|
| Production Costs | \$1,200.00 |
| Travel Costs | \$1,500.00 |
| Postal/Deliverables | \$500.00 |
| Miscellaneous | \$500.00 |
| Administrative Overhead 10% | \$370.00 |
| Total | \$4,070.00 |

| Subconsultant Fees | |
|-----------------------------------|--------------------|
| <i>Bang the Table</i> | \$10,000.00 |
| Subconsultant Overhead 10% | \$1,000.00 |
| Total | \$11,000.00 |

| | |
|--------------------|---------------------|
| Total Costs | \$246,695.00 |
|--------------------|---------------------|

This proposal is valid for 90 days

| Los Gatos Housing Element IS/MND Budget | | | | | | | | | | | |
|---|-------------------------|------------|-------------------|---------------------|---------------------|----------|--------------------|--------------------|--------------------|--------------------|------------|
| Task | EMC Planning Group Inc. | | | | | | | | | Total Hours | Total Cost |
| Staff | Senior Principal | Principal | Associate Planner | Principal Biologist | Associate Biologist | Graphics | Production Manager | Admin./ Production | | | |
| Billing Rate (Per Hour) | \$250.00 | \$225.00 | \$150.00 | \$190.00 | \$130.00 | \$125.00 | \$125.00 | \$115.00 | | | |
| Management and Consultation | 4.0 | 2.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4.0 | 10.0 | \$1,910.00 | |
| Research & Development | 1.0 | 0.0 | 8.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 9.0 | \$1,450.00 | |
| Draft Initial Study/MND | 8.0 | 16.0 | 50.0 | 4.0 | 12.0 | 6.0 | 6.0 | 2.0 | 104.0 | \$17,150.00 | |
| Final IS/MND | 2.0 | 0.0 | 8.0 | 0.0 | 2.0 | 1.0 | 4.0 | 0.0 | 17.0 | \$2,585.00 | |
| Response to Public Comments | 8.0 | 0.0 | 8.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1.0 | 17.0 | \$3,315.00 | |
| MMRP | 1.0 | 0.0 | 6.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 7.0 | \$1,150.00 | |
| CEQA Noticing | 0.0 | 0.0 | 4.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2.0 | 6.0 | \$830.00 | |
| Public Hearings | 8.0 | 0.0 | 8.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 16.0 | \$3,200.00 | |
| Tribal Consultation | 0.0 | 0.0 | 24.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 24.0 | \$3,600.00 | |
| Subtotal (Hours) | 32.0 | 18.0 | 116.0 | 4.0 | 14.0 | 7.0 | 10.0 | 9.0 | Total Hours | Total Cost | |
| Subtotal (Cost) | \$8,000.00 | \$4,050.00 | \$17,400.00 | \$760.00 | \$1,820.00 | \$875.00 | \$1,250.00 | \$1,035.00 | 210.0 | \$35,190.00 | |

| Additional Costs | |
|---|-----------------|
| Production Costs (all docs provided electronically) | \$100.00 |
| Travel Costs | \$200.00 |
| Postal/Deliverables | \$100.00 |
| Miscellaneous | \$100.00 |
| Administrative Overhead 10% | \$50.00 |
| Total | \$550.00 |

| | |
|--------------------|--------------------|
| Total Costs | \$35,740.00 |
|--------------------|--------------------|

NOTE: This proposal is valid for 90 days

Schedule

EMC Planning Group anticipates an approximately 18-month effort to draft, adopt, and obtain HCD certification of Los Gatos's Housing Element Update (2023-2031). This schedule assumes the use of an initial study/mitigated negative declaration for CEQA review.

| Tasks | Time Frame |
|---|---------------------------------------|
| Task 1 – Project Schedule and Management | Ongoing through completion of project |
| Task 2 – Review of Existing Housing Element | Summer 2021 |
| Task 3 – Public Outreach | Summer 2021 thru Fall 2022 |
| Task 4 – Regional Housing Needs Assessment | Summer and Fall 2021 |
| Task 5 – Assessment of Housing Needs | Fall 2021 |
| Task 6 – Housing Sites Inventory | Summer 2021 thru Winter 2021-22 |
| Task 7 – Prepare Draft Housing Element | Summer 2022 thru December 31, 2022 |
| Task 8 – General Plan Amendments | Summer 2022 |
| Task 9 – Environmental Documents | Summer and Fall 2022 |
| Total | Approximately 18 months |