



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 09/19/2023

ITEM NO: 14

ADDENDUM

DATE: September 15, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Discuss the Housing Element Work Plan

**REMARKS:**

Attachment 8 contains public comment received after the publication of the September 19 staff report and before 11:01 a.m. on Friday, September 15, 2023.

**Attachments previously received with the August 15, 2023 Staff Report:**

1. Housing Element Update Timeline
2. Zoning and General Plan Amendments Timeline
3. Veronica Tam and Associates Proposal
4. Questions from the Vice Mayor
5. Public Comment received before 11:00 a.m. on August 10, 2023

**Attachments previously received with the August 15, 2023 Addendum B:**

6. Public Comment received between 11:01 a.m., August 11, 2023, and 11:00 a.m., August 14, 2023

**Attachments previously received with the September 19, 2023 Staff Report:**

7. August 15, 2023 Town Council Meeting Minutes

**Attachments received with this Addendum:**

8. Public Comment received before 11:01 a.m. on September 15, 2023

**PREPARED BY:** Jennifer Armer, AICP  
Planning Manager

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

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**From:** Phil Koen [REDACTED]  
**Sent:** Friday, September 15, 2023 3:02 AM  
**To:** Maria Ristow <[MRistow@losgatosca.gov](mailto:MRistow@losgatosca.gov)>; Mary Badame <[MBadame@losgatosca.gov](mailto:MBadame@losgatosca.gov)>; Rob Rennie <[RRennie@losgatosca.gov](mailto:RRennie@losgatosca.gov)>; Matthew Hudes <[MHudes@losgatosca.gov](mailto:MHudes@losgatosca.gov)>; Rob Moore <[RMoore@losgatosca.gov](mailto:RMoore@losgatosca.gov)>  
**Cc:** Gabrielle Whelan <[GWhelan@losgatosca.gov](mailto:GWhelan@losgatosca.gov)>; Wendy Wood <[WWood@losgatosca.gov](mailto:WWood@losgatosca.gov)>; Laurel Prevetti <[LPrevetti@losgatosca.gov](mailto:LPrevetti@losgatosca.gov)>  
**Subject:** Public Comment regarding the Housing Element - Agenda Item #14 - Town Council Meeting September 19th

[EXTERNAL SENDER]

Dear Honorable Mayor,

I am deeply troubled the Town Manager continues to refuse to make the newly hired Consultant available to our elected officials (who are responsible for adopting a compliant Housing Element) and the public to provide their findings as to the status of the Housing Element and directly discuss their plan to obtain HCD certification. I would point to the attached letter from HCD which clearly states that the housing element process must engage the community by making information regularly available while considering comments.

Refusing to have the Consultant available to the public at the September 19<sup>th</sup> Town Council meeting to provide an update on their September 5<sup>th</sup> meeting with HCD (after having three previous Housing Element rejected by HCD and the failure of the prior consultant to obtain certification after 2 years and spending over \$300,000 for their services) and available for questions is incompatible with HCD clear direction of engaging the community. It also appears that the Staff's intention to prepare a fourth draft of the Housing Element for presentation to the HEAB prior to any public meeting to discuss Consultants

specific plan to cure the prior defects also runs counter with the explicit goal of public participation.

The excuse the Consultant is too busy to attend a public meeting goes beyond the pale. A competent Consultant, which I am sure Tam and Associates is, can meet with our elected officials and the public AND remain focused on obtaining HCD's certification. It is a false choice that has been intentionally constructed to prevent the Town Council and the public from directly obtaining valuable information regarding the housing element process and HCD's concerns.

Why is the current process in the best interest of the public? It isn't. What facts are being hidden from the public view that is driving the Staff to take the unreasonable position of not allowing the Consultant to attend the Town Council meeting? One can only wonder.

It should be also pointed out there is no need to revise the existing contract to require the consultant to attend Town council meetings. A reading of the contract clearly shows the scope of work does not specifically exclude attending Town Council meetings where public comments are made. In fact, the contract specifically states that the consultant will summarize public comments received and how the Town responded to these comments. If the consultant never meets with the Town Council and the public how exactly will the consultant comply with this statement of work? They can't.

It is not too late to instruct the Town Manager to have the Consultant attend the meeting and be made available for questions. Please take the appropriate action and officially request the Consultant to attend. The public has a right to directly question a consultant that the Town has retained to prepare a compliant Housing Element after three failed attempts at obtaining HCD certification.

Thank you,

Phil Koen

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
(916) 263-2911 / FAX (916) 263-7453  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



May 30, 2023

Joel Paulson, Director  
Community Development Department  
Town of Los Gatos  
110 E Main Street  
Los Gatos, CA 95030

Dear Joel Paulson:

**RE: Town of Los Gatos' 6<sup>th</sup> Cycle (2023-2031) Revised Draft Housing Element**

Thank you for submitting the Town of Los Gatos' revised draft housing element update received for review on March 31, 2023. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review. Our review was facilitated by a conversation on May 10, 2023 with yourself, Jennifer Armer, Planning Manager, Jocelyn Shoopman and Erin Walter, associate planners. In addition, HCD considered comments from Phil Koen pursuant to Government Code section 65585, subdivision (c).

The revised draft housing element addresses many statutory requirements described in HCD's January 12, 2023 review; however, revisions will be necessary to substantially comply with State Housing Element Law (Gov. Code, § 65580 et seq). The enclosed Appendix describes the revisions needed to comply with State Housing Element Law.

For your information, pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), if a local government fails to adopt a compliant housing element within 120 days of the statutory deadline (January 31, 2023), then any rezoning to make prior identified sites available or accommodate the regional housing needs allocation (RHNA), including for lower-income households, shall be completed no later than one year from the statutory deadline. Please be aware, if the Town fails to adopt a compliant housing element within one year from the statutory deadline, the element cannot be found in substantial compliance until all necessary rezones pursuant to Government Code sections 65583, subdivision (c)(1) and 65583.2, subdivision (c) are completed.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the Town must continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available while considering and incorporating comments where appropriate. Please be

aware, any revisions to the element must be posted on the local government's website and to email a link to all individuals and organizations that have previously requested notices relating to the local government's housing element at least seven days before submitting to HCD.

Chapter 654, Statutes of 2022 (AB 2339), adds specificity on how cities and counties plan for emergency shelters and ensure sufficient and suitable capacity. Future submittals of the housing element may need to address these statutory requirements. For additional information and timing requirements, please see HCD's memo at <https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/ab2339-notice.pdf>.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the Town will meet housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the Town to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: <https://www.opr.ca.gov/planning/general-plan/guidelines.html>.

We are committed to assisting the Town in addressing all statutory requirements of State Housing Element Law. If you have any questions or need additional technical assistance, please contact Jose Armando Jauregui, of our staff, at [jose.jauregui@hcd.ca.gov](mailto:jose.jauregui@hcd.ca.gov).

Sincerely,



Paul McDougall  
Senior Program Manager

Enclosure



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

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MEETING DATE: 09/19/2023

ITEM NO: 14

DATE: September 14, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Discuss the Housing Element Work Plan.

**RECOMMENDATION:**

Discuss the Housing Element work plan.

**BACKGROUND:**

At the September 5, 2023 Town Council meeting, two Council Members requested that the Housing Element work plan be added as an agenda item on the next possible Town Council meeting. The Mayor scheduled this discussion for September 19, 2023.

**DISCUSSION:**

**A. Earlier Town Council Discussion on August 15, 2023**

On August 15, 2023, in response to a previous request from two Council Members, the Council discussed the Housing Element work plan under Agenda Item 15. The deliberation included a series of motions as described in the meeting minutes (Attachment 1).

**B. Council Member Requests from September 5, 2023 Town Council Meeting**

At the September 5, 2023 Town Council meeting, Council Member Hudes requested an opportunity to provide direction to Town staff and the Town Council's advisory bodies such as the Housing Element Advisory Board (HEAB).

In addition, the following information was requested:

**PREPARED BY:** Jennifer Armer, AICP  
Planning Manager

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

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DISCUSSION (continued):

- 1) What is the proposed plan to obtain certification from the State Department of Housing and Community Development (HCD) of the Town's Housing Element by the "January 31, 2024, deadline for the Housing Element certification"?
- 2) Discuss the interactions between the Town and HCD.
- 3) Could the Town's Housing Element consultant attend future Housing Element Advisory Board, Planning Commission, or Town Council meetings?

With regard to request #1, the work plan was provided as Attachment 3 to the August 15, 2023 Town Council Staff Report.

Request #1 also referenced a January 31, 2024, deadline for certification. Per State law, there was a January 31, 2023, deadline for adoption of the Housing Element. While there is no deadline in State law for HCD certification of the Housing Element, staff is working to get the Housing Element certified as soon as possible. As stated in the August 15, 2023 Town Council staff report, there is a January 31, 2024 deadline for the Town to rezone the parcels identified in its Sites Inventory. Staff brought those proposed rezonings to the Planning Commission on September 13, 2023, and they are scheduled for Town Council consideration on October 3, 2023.

Regarding request #2, staff and the consultant met with HCD on September 5, 2023. One outcome of the meeting was HCD's positive response to the consultant's analytical approach to demonstrate that the sites identified in the Town's Sites Inventory have a realistic possibility of being redeveloped. Specifically, the analytical approach consists of documenting that the sites identified in the Town's Sites Inventory are similar to sites for which the Town has received planning applications. The analysis identifies characteristics that are common to both sites in the Sites Inventory and sites for which the Town has received planning applications. The characteristics of each site include:

- 1) Size;
- 2) Age of the structure(s);
- 3) Number of stories for each structure; and
- 4) Value of improvements versus land value.

With regard to request #3, staff does not recommend revising the Housing Element consultant's contract to require that the consultant attend Town meetings. It is vital that the consultant focus on obtaining HCD's certification of the Town's Housing Element by completing the necessary work to address all of HCD comments in its May letter to the Town. Staff provided the Town Council with the consultant's proposed methodology to obtain HCD certification as Attachment 3 to the August 15, 2023 Town Council staff report.

DISCUSSION (continued):

The consultant's Site Inventory analysis and justification are expected to be part of the staff report packet for the next HEAB meeting on September 28, 2023. The current goal is to provide the HEAB the required edits to the Housing Element, as well as an updated list of the HCD comments and completed responses.

PUBLIC COMMENTS:

At the time of this report's preparation, the Town has not received any public comments. Public comments are encouraged throughout the Housing Element update process and can be emailed to [HEUpdate@losgatosca.gov](mailto:HEUpdate@losgatosca.gov).

CONCLUSION:

Staff looks forward to the Town Council's discussion.

COORDINATION:

The Community Development Department coordinated with the offices of the Town Attorney and Town Manager in the preparation of this report.

ATTACHMENTS:

Attachments previously received with the August 15, 2023 Staff Report:

1. Housing Element Update Timeline
2. Zoning and General Plan Amendments Timeline
3. Veronica Tam and Associates Proposal
4. Questions from the Vice Mayor
5. Public Comment received before 11:00 a.m. on August 10, 2023

Attachment previously received with the August 15, 2023 Addendum A:

None

Attachment previously received with the August 15, 2023 Addendum B:

6. Public Comment received between 11:01 a.m., August 11, 2023, and 11:00 a.m., August 14, 2023

Attachment received with this Staff Report:

7. August 15, 2023 Town Council Meeting Minutes

## AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification this 10<sup>th</sup> of July 2023, and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Veronica Tam and Associates ("Consultant"), whose address is 107 S. Fair Oaks Avenue, Suite 212, Pasadena, California 91105. 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.
- 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. AGREEMENT

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town on July 5, 2023, 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 the date of execution through December 31, 2023.
- 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 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 services shall not exceed \$51,100.00, inclusive of all costs. Payment shall be based upon Town approval of each task.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents, or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant 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 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: 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.

General Liability:

- i. The Town, its officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees, or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

3.4 Indemnification. The Consultant shall save, keep, hold harmless, and indemnify and defend the Town, its officers, 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 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, agents, or any subcontractor.

#### 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, and 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

Veronica Tam and  
Associates  
Attn: Veronica Tam  
107 S. Fair Oaks  
Suite 212  
Pasadena, CA 91105

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 exhibits to this Agreement, then the terms and conditions of this Agreement shall prevail over exhibits 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.

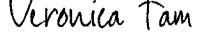
Town of Los Gatos by:

Laurel Prevetti, Town Manager

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Consultant, by:


Veronica Tam, Principal

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Joel Paulson, Director of Community  
Development

Approved as to Form:

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Gabrielle Whelan, Town Attorney

Attest:

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Wendy Wood, CMC, Town Clerk



June 18, 2023

Joel Paulson, Director  
Community Development Department  
110 E. Main Street  
Los Gatos, CA 95030

Dear Mr. Paulson:

Veronica Tam and Associates, Inc. (VTA) is pleased to submit this proposal to assist the Town of Los Gatos in the Housing Element update. Our scope of work focuses on addressing specific comments of the State Department of Housing and Community Development (HCD) on the Town's Revised Draft Housing Element, as outlined in the May 30, 2023 HCD letter.

VTA has substantial experience in preparing Housing Elements and we are familiar with new State laws and HCD review standards. For the current 6<sup>th</sup> cycle Housing Element, as of June 2023, VTA has assisted more than 40 jurisdictions in the SCAG, SANDAG, and ABAG regions in achieving Housing Element compliance.

We look forward to discussing our proposal with you. Please let me know if you have questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Veronica Tam', is written over a light blue circular stamp that contains the text 'VERONICA TAM AND ASSOCIATES'.

Veronica Tam, AICP  
Principal

## Project Understanding

The Town of Los Gatos submitted a revised the Housing Element on March 31, 2023, and received HCD comment letter on May 30, 2023. We understand that the Town is requesting supplemental consulting assistance to address findings in this letter.

We also understand that the Town has already retained a separate consultant to address the Affirmatively Furthering Fair Housing (AFFH) requirements. Therefore, our proposed scope of work includes assistance in responding to two specific HCD comments (#4 and #23) as requested by the Town.

## Scope of Work

### Task 1: Housing Element Revisions

**Sites Inventory:** This is by far the most difficult comment to address. Based on responses provided by staff, additional revisions are still needed to meet HCD standards. Specifically:

- Justification of SB 9 trend and lot eligibility analysis. Typically, this analysis involves looking at lot size and lot coverage to identify eligible parcels. Then estimate the number of parcels that may process an SB 9 application based on recent trends.
- Realistic Capacity - Likelihood of mixed use sites being redeveloped without housing. A general discussion is usually not adequate. The Town should provide specific data to substantiate trend.
- **Nonvacant Sites** – The Town qualified some sites based on property owner interest. However, quite a few parcels have no “substantial evidence” to demonstrate existing uses would not impede redevelopment. VTA has developed a methodology to establish “substantial evidence” as required by State law:
  - Review existing conditions of parcels with pipeline projects or developer/owner interest. These include types of existing uses, age of structures, improvement to land value ratio, existing floor area ratio or lot coverage, among other factors that describe the existing conditions of uses on site.
  - Compare parcel-by-parcel, the existing conditions of parcels in the inventory with the thresholds established based on pipeline projects and parcels with redevelopment interest.
- **Small Sites** – The Town’s proposed strategy of shifting small sites to Above Moderate Income RNA may be the most efficient approach.

**Land Use Controls:** We will work with staff to address HCD comments on governmental constraints such as development standards, planning and development impact fees,

local processing procedures, and reasonable accommodation procedures, among others. We will work with staff to compile the responses.

**Special Housing Needs:** This section will be comprehensively updated to include an estimate of numbers of special needs households, housing needs, and resources available. To the extent data is available, tenure and income information will be included.

**Programs and Quantified Objectives:** Programs will be comprehensively reviewed and revised to establish specific timelines and objectives. The ADU program will be expanded to include a mid-cycle review. The adequate sites program (Program D – Additional Housing Capacity) will be revised to reflect the Town's RHNA obligations and specific requirements under State law. We will work with staff to develop quantified objectives that are achievable.

**Public Comments:** We will summarize public comments received and how the Town responded to these comments.

**AFFH Analysis:** We will assist in the response to the two specific comments on AFFH:

**#4 Identified Sites and AFFH** – This analysis requires that we use GIS to compare the distribution of RHNA units by income group with AFFH factors such as concentration of minority and low income populations, concentration of housing cost burden and overcrowding, location of RE/CAP and RCAA neighborhoods, and TCAC resource categories, among other factors. We will also provide a summary of RHNA units by either neighborhood or by census tract. Based on this detailed analysis, the Town may need to include place-based strategies for neighborhood improvements.

**#23 AFFH Actions:** We recommend reorganizing the Town's current AFFH actions to a template provided by HCD. Actions will be provided for each of the five themes required by HCD: 1) fair housing outreach and education; 2) housing mobility; 3) new opportunities in high resource areas; 4) place-based strategies for neighborhood improvements; and 5) tenant protection and anti-displacement. Each action is also required to include specific timeline, geographic target, and measurable outcomes. By reorganizing into the HCD format, we can identify the gaps in actions and commitments. New actions may also be needed, depending on the conclusions of the revised AFFH analysis.

### **Task 2: HCD Communications**

We recommend setting up meetings with HCD to discuss our approach to responding to their comments. We will coordinate regular check-in meetings with HCD to discuss our proposed strategies for addressing their comments. As necessary, when appropriate the final round of revisions, we can arrange a live edit session with HCD to make the final edits to confirm certification of the Housing Element.

### **Task 3: Project Management and Communications**

We anticipate having routine meetings and email communications with staff (virtually) to discuss project progress and issues. Based on the scope outlined above, the most time-consuming task is substantiating the adequacy of sites inventory, especially the nonvacant sites. We propose the following tentative schedule for the Housing Element:

Milestone	Timeline (days from contract initiation)
Data Collection	10 days
Revised Housing Element	45 days
Staff Review	55 days
Resubmittal to HCD	65 days
Review and Revise final HCD comments	125 days

This schedule assumes that the Town would resubmit the Revised Draft Housing Element to HCD for a formal review. If the Town prefers an informal review, then the schedule may be condensed.

## Budget

We recommend structuring this project as time-and-materials with a not-to-exceed amount.

Task	Tam	Planners	GIS/Tech	Estimated
	\$	\$	\$	Fee
1. Housing Element Revisions	200	135	135	\$ 43,100
2. HCD Communications	40	240	20	\$ 4,000
3. Project Management and Communications	20			\$ 4,000
<b>Total</b>	<b>80</b>	<b>240</b>	<b>20</b>	<b>\$ 51,100</b>

## Qualifications

Veronica Tam and Associates, Inc. (VTA) is a California corporation located in Pasadena, California. VTA was established in November 2005 and has since been providing housing and community development consulting to local jurisdictions throughout California. We provide assistance in the following areas:

- Housing Element updates
- Zoning revisions for housing-related issues
- Special housing studies
- Consolidated Plan and related reports
- Grants administration and technical assistance
- Analysis of Impediments to Fair Housing Choice
- Environmental clearance for housing-related plans and projects

## Housing Element Preparation and REAP Technical Assistance

We are well known for our expertise in State Housing Element law. We have prepared Housing Elements for jurisdictions throughout the State and maintain an excellent track record of receiving State certification. The following are some of our 5<sup>th</sup> and 6<sup>th</sup> cycles Housing Element work. Blue jurisdictions are those that have been certified for the 6<sup>th</sup> cycle, demonstrating our understanding in the new State law and our success in assisting our clients. The remaining 6<sup>th</sup> cycle works are underway.

We are also taking over several Housing Element works from other consultants who are not able to complete the projects. These include Beverly Hills, Hermosa Beach, La Mirada, Mission Viejo, Norwalk, San Mateo, and Goleta.

- |                                       |                                   |                                      |
|---------------------------------------|-----------------------------------|--------------------------------------|
| ▪ Bell Gardens <sup>5,6</sup>         | ▪ Laguna Beach <sup>6</sup>       | ▪ Rolling Hills Estates <sup>6</sup> |
| ▪ Berkeley <sup>6</sup>               | ▪ La Mesa <sup>5,6</sup>          | ▪ Rosemead <sup>6</sup>              |
| ▪ Beverly Hills <sup>6</sup>          | ▪ La Mirada <sup>6</sup>          | ▪ Salinas <sup>5,6</sup>             |
| ▪ Buena Park <sup>5,6</sup>           | ▪ La Puente <sup>6</sup>          | ▪ San Clemente <sup>5,6</sup>        |
| ▪ Camarillo <sup>5,6</sup>            | ▪ Long Beach <sup>5,6</sup>       | ▪ San Diego County <sup>6</sup>      |
| ▪ Capitola <sup>6</sup>               | ▪ Los Angeles County <sup>6</sup> | ▪ San Fernando <sup>5,6</sup>        |
| ▪ Claremont <sup>6</sup>              | ▪ Marin County <sup>6</sup>       | ▪ San Ramon <sup>6</sup>             |
| ▪ Corona <sup>5,6</sup>               | ▪ Marina <sup>5,6</sup>           | ▪ Santa Barbara County <sup>6</sup>  |
| ▪ Culver City <sup>6</sup>            | ▪ Mission Viejo <sup>6</sup>      | ▪ Santee <sup>5,6</sup>              |
| ▪ Cypress <sup>6</sup>                | ▪ Monterey County <sup>5</sup>    | ▪ Seaside <sup>5,6</sup>             |
| ▪ El Cajon <sup>5,6</sup>             | ▪ Ojai <sup>6</sup>               | ▪ Simi Valley <sup>5,6</sup>         |
| ▪ El Centro <sup>5,6</sup>            | ▪ Oceanside <sup>6</sup>          | ▪ South Gate <sup>5,6</sup>          |
| ▪ El Segundo <sup>5,6</sup>           | ▪ Palo Alto <sup>6</sup>          | ▪ Thousand Oaks <sup>6</sup>         |
| ▪ Escondido <sup>5,6</sup>            | ▪ Pacific Grove <sup>6</sup>      | ▪ Torrance <sup>6</sup>              |
| ▪ Gardena <sup>6</sup>                | ▪ Palmdale <sup>6</sup>           | ▪ Tracy <sup>5,6</sup>               |
| ▪ Glendora <sup>5,6</sup>             | ▪ Pasadena <sup>6</sup>           | ▪ Ventura <sup>6</sup>               |
| ▪ Hermosa Beach <sup>6</sup>          | ▪ Petaluma <sup>6</sup>           | ▪ Vista <sup>5,6</sup>               |
| ▪ Imperial Beach <sup>5,6</sup>       | ▪ Rancho Cucamonga <sup>6</sup>   | ▪ Walnut <sup>5,6</sup>              |
| ▪ Jurupa Valley <sup>5,6</sup>        | ▪ Redondo Beach <sup>5,6</sup>    | ▪ West Hollywood <sup>5,6</sup>      |
| ▪ La Canada Flintridge <sup>5,6</sup> | ▪ Riverside <sup>6</sup>          | ▪ Westlake Village <sup>6</sup>      |

In addition to directly assisting our clients with Housing Element preparation, VTA has also been retained by various Council of Governments (COGs) to provide technical assistance. These include:

- ABAG – Marin County Collaborative
- ABAG – Contra Costa County Collaborative
- San Joaquin Valley Collaborative
- GCCOG – Gateway Cities Council of Governments

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