




TOWN OF PORTOLA VALLEY

STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Laura Russell, Planning & Building Director 

DATE: March 8, 2023

RE: Contact Extensions with Urban Planning Partners for Housing Element and Safety Element

RECOMMENDATION

Staff recommends that the Town Council amend two contracts with Urban Planning Partners to assist the Town with updating its Housing Element and Safety Element, and prepare the Initial Study/Mitigated Negative Declaration.

BACKGROUND

On April 28, 2021, Town staff issued a Request for Qualifications (RFQ) to complete the Housing Element Update as required by state law, and included as an optional task, the update to the Safety Element. Town staff identified Urban Planning Partners (UPP) as a qualified firm to complete the tasks.

Housing Element and CEQA

On [July 14, 2021](#) the Town Council approved a contract with UPP for planning services to support the Housing Element Update and prepare the first step of the environmental review under the California Environmental Quality Act (CEQA). At that time, it was too early to estimate the full cost of the CEQA review but it was important to begin the Vehicle Miles Traveled (VMT) analysis because it needed to be completed early in the process. At that time, it was known that a large contract amendment would be needed for the majority of the CEQA work.

On [March 23, 2022](#), Town Council received an update on the Housing Element update process and provided additional direction on next steps. Council considered options for additional resources and expressed support for additional funds, even though they would need to be paid from reserves. An additional \$98,222 was authorized for the Housing Element. A portion of that was to cover increased work by UPP while the Town's Senior Planner was out on maternity leave. At that time, the authorized budget for the CEQA review was \$168,210.

Safety Element

On [August 11, 2021](#) the Council approved a second contract with UPP for \$100,256 to prepare the Town's Safety Element. At that time, there was a possibility of collaborating with other jurisdictions to save resources. However, the potential to collaborate with other local jurisdictions on the Safety Element Update did not develop at a rate that was useful to the Town. Waiting for the collaborative effort would have resulted in a lack of needed information to support the Housing Element Update process. On [February 23, 2022](#), Town Council authorized an increase of approximately \$35,000 (with a contract amendment to follow) for the additional Safety Element work, bringing the total authorized for the Safety Element to \$135,256.

DISCUSSION

As the Town Council is aware, the complexity, and length of the Housing Element Update process and associated CEQ review has exceeded all initial estimates. The challenges and number of meetings has far outpaced what was expected. Each time a map, technical analysis, program, or site analysis is revised, that requires additional resources. Each public meetings takes many hours to prepare for. Please see the [Table of Meetings and Documents](#) for more detail on the number and scope of meetings that have been held.

The costs associated with this effort are detailed below. The Town Council has provided previous authorizations for much of the work, which is being formalized through the currently proposed contract amendments. The consultant invoices have been paid, based on past authorizations and direction from Town Council. These contract amendments formalize past authorizations and additional requests necessary to support the process.

The Town was awarded three State grants to cover some of the costs of the Housing Element Update process. The total of those three grants is \$245,000.

Housing Element Expenses

\$117,402	Original contract
\$98,222	Authorized on 3-23-22
\$215,624	Total Authorized by Council
\$13,782	Additional Request
\$229,406	Total with this Amendment

CEQA Review Expenses

\$168,210	Original Authorization on 3-23-22
\$95,041	Additional Request
\$263,251	Total with this Amendment

Total contract: \$229,406 + \$263,251 = **\$492,657**

Safety Element Expenses

\$100,256	Original contract
\$35,000	Authorized on 2-23-22
\$135,256	Total Authorized by Council
\$22,579	Additional Request
\$157,835	Total with this Amendment

FISCAL IMPACT

Staff is exploring any other potential sources of funding to support the Housing and Safety Element to try to reduce spending from reserves. There is complexity in the accounting for the Housing Element and Safety Element because there are several sources of income and expenses that cross over fiscal years. Staff anticipates doing additional analysis and providing an update to Council at an upcoming meeting.

ATTACHMENTS

1. Original Agreement with UPP for preparation of the Housing Element
2. Amendment No. 1 with UPP – Housing Element
3. Original Agreement with UPP for preparation of the Safety Element
4. Amendment No. 1 with UPP – Safety Element

AGREEMENT FOR HOUSING ELEMENT CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 14 day of July 2021, by and between the Town of Portola Valley, a municipal corporation, ("Town") and Urban Planning Partners ("Consultant").

RECITALS

A. The Town desires to retain the professional consulting services of Consultant as an independent contractor to provide professional consulting services to the Town, as described in more detail in Exhibit A. Consultant will work with the Town to update its Housing and Safety Elements, provide community engagement, prepare Zoning Code and General Plan Amendments, and prepare related CEQA documentation.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE AND LEVEL OF SERVICES. The nature, scope and level of the specific services to be performed by Consultant are as set forth in detail in Exhibit A attached hereto.

2. TIME OF PERFORMANCE. The services shall be performed on a timely, regular basis.

3. STANDARD OF PERFORMANCE. As a material inducement to the Town to enter into this Agreement, Consultant hereby represents that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement. Consultant shall perform all work to the professional standards ordinarily exercised by members of the same profession currently practicing under similar conditions in the same or similar locale and in a manner reasonably satisfactory to the Town. Consultant hereby covenants that it shall perform the services to a standard of reasonable professional care.

4. COMPLIANCE WITH LAW. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the Town, and any federal, state or local governmental agency having jurisdiction in effect at the time the service is rendered.

5. TERM. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect until the services required hereunder have been satisfactorily completed by Consultant, unless earlier terminated pursuant to Section 17, below.

6. COMPENSATION. The Town agrees to compensate Consultant for its services according to the fee schedule set forth in Exhibit B, to a maximum of One Hundred Seventeen Thousand Four Hundred and Two Dollars (\$117,402). The Town also agrees to compensate Consultant for its out-of-pocket expenses to the extent authorized in Exhibit B. In no event shall the total compensation and costs payable to consultant under this Agreement exceed the sum of One Hundred Seventeen Thousand Four Hundred and Two Dollars (\$117,402), unless specifically approved in writing by the Town Council.

7. METHOD OF PAYMENT. Consultant shall invoice the Town for work performed after each task is completed as set forth in Exhibit B. Payments to Consultant by Town shall be made within thirty (30) days after receipt by Town of Consultant's itemized invoices.

8. REPRESENTATIVE. Curtis Banks is hereby designated as the representative of Consultant authorized to act on its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of Curtis Banks were a substantial inducement for Town to enter into this Agreement. Therefore, Curtis Banks shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Consultant without the express written approval of the Town.

9. INDEPENDENT CONTRACTOR. Consultant is, and shall at all times remain as to the Town, a wholly independent contractor and not an agent or employee of Town. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Consultant receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Consultant shall not be eligible for benefits and shall receive no compensation from the Town except as expressly set forth in this Agreement. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Town or otherwise act on behalf of the Town as an agent. Neither the Town, nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall at no time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the Town. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Town harmless from any and all taxes, assessments, penalties, and interest asserted against the Town by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the worker's compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Town harmless from any failure of Consultant to comply with applicable worker's

compensation laws. The Town shall not have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Town from Consultant as a result of Consultant's failure to promptly pay the Town any reimbursement or indemnification arising under this Section.

10. CONFIDENTIALITY. Consultant, in the course of its duties, may have access to financial, accounting, statistical and personal data of private individuals and employees of the Town. Consultant covenants that all data, documents, discussion, or other information developed and received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the Town. The Town shall grant such authorization if disclosure is required by law. Upon request, all Town data shall be returned to the Town upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement. Notwithstanding the foregoing, Consultant shall not be restricted from disclosing any information that is reasonably necessary for Consultant to disclose: (1) to Consultant's employees, subconsultants and the General Contractor and subcontractors, if appropriate, or information in whatever form that is in the public domain; or (2) as part of the permitting and public entity approval process; or (3) if required as required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority; or (4) if reasonably necessary for Consultant to defend itself from any legal action or claim.

11. OWNERSHIP OF MATERIAL. All reports, documents, or other written materials developed or discovered by Consultant or any other person engaged directly or indirectly by Consultant in the performance of this Agreement shall be and remain the property of the Town without restriction or limitation upon its use or dissemination by the Town.

12. CONFLICT OF INTEREST. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the Town on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the Town.

13. ASSIGNABILITY; SUBCONTRACTING. The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Consultant's obligations hereunder, without the prior written

consent of the Town Council, and any attempt by Consultant to do so shall be void and of no effect and a breach of this Agreement.

14. INDEMNIFICATION.

14.1 To the fullest extent permitted by law, as respects Consultant's operations other than performance of professional services, Consultant shall indemnify, defend (with independent counsel approved by the Town to the extent authorized by applicable insurance carrier) and hold harmless the Town, and its elective or appointive boards, officers, employees, agents and volunteers against any claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this Agreement due to the non-professional or negligent acts or omissions of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of such services shall not operate as a waiver of such right of indemnification.

14.2 With regard to Consultant's professional services, Consultant agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Consultant's profession, including without limitation adherence to all applicable safety standards. To the fullest extent permitted by law, Consultant shall indemnify, but not defend and hold harmless the Town, and its elective or appointive boards, officers, and employees from and against all liabilities, including without limitation all losses, damages, and judgments, associated investigation and administrative expenses, and reimbursement of reasonable defense costs, and reasonable attorneys' fees, court costs and costs of alternative dispute resolution to the extent that are found to arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of said services and duties by Town shall not operate as a waiver of such right of indemnification.

14.3 The Town does not and shall not waive any rights that they may possess against Consultant because of the acceptance by the Town or the deposit with the Town of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15. INSURANCE REQUIREMENTS. Consultant agrees to have and maintain the policies set forth in Exhibit C entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Town Attorney as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the Town Attorney. Consultant agrees to provide Town with a copy of said policies, certificates, and/or endorsements before work commences under this Agreement. A

lapse in any required amount or type of insurance coverage during this Agreement shall be a breach of this Agreement.

16. SUSPENSION. The Town may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of the Town, or for work stoppages beyond the control of the Town or the Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of work does not void this Agreement. In the event that work is suspended for a period exceeding 120 days, the schedule and cost for completion of the work will be adjusted by mutual consent of the parties.

17. TERMINATION.

17.1 This Agreement may be terminated by either the Town or Consultant following five (5) days written notice of intention to terminate. In the event the Agreement is terminated, Consultant shall be paid for any services properly performed to the last working day the Agreement is in effect. Consultant shall substantiate the final cost of services by an itemized, written statement submitted to the Town. The Town's right of termination shall be in addition to all other remedies available under law to the Town.

17.2 In the event of termination, Consultant shall deliver to the Town copies of all reports, documents, computer disks, and other work prepared by Consultant under this Agreement, if any. If Consultant's written work is contained on a hard computer disk, Consultant shall, in addition to providing a written copy of the information on the hard disk, immediately transfer all written work from the hard computer disk to a soft computer disk and deliver said soft computer disk to Town. Town shall not pay Consultant for services performed by Consultant through the last working day the Agreement is in effect unless and until Consultant has delivered the above described items to the Town.

18. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, supplies, materials, or equipment provided to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

19. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES. Waiver by either party of any breach or violation of any one or more terms or conditions of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the Town of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement. In no event shall the Town's making of any payment to Consultant constitute or be construed as a waiver by the Town of any breach of this Agreement, or

any default which may then exist on the part of Consultant, and the making of any such payment by the Town shall in no way impair or prejudice any right or remedy available to the Town with regard to such breach or default.

20. NOTICES. Any notices, bills, invoices, reports or other communications required or permitted to be given under this Agreement shall be given in writing by personal delivery, or by U.S. mail, postage prepaid, and return receipt requested, addressed to the respective parties as follows:

To Town:

Town Manager
Town of Portola Valley
765 Portola Road
Portola Valley, CA 94028

To Consultant:

Lynette Dias
Urban Planning Partners
388 17th Street, Suite 230
Oakland, CA 94612

Notice shall be deemed communicated on the earlier of actual receipt or forty-eight (48) hours after deposit in the U.S. mail, the date of delivery shown on deliverer's receipt, or by acknowledgment of facsimile transmission.

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Consultant will take affirmative action to ensure that employees are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

22. ATTORNEYS' FEES; VENUE. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled as determined by a court of competent jurisdiction. The venue for any litigation shall be San Mateo County.


23. COOPERATION. In the event any claim or action is brought against the Town relating to Consultant's performance or services under this Agreement, Consultant shall render any reasonable assistance and cooperation which Town might require. Notwithstanding the foregoing, Consultant's cooperation assistance and/or participation shall be given to City only if authorized by Consultant's insurance carrier(s) and or legal counsel, which authorization shall not be unreasonably withheld.

24. EXHIBITS, PRECEDENCE. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement.

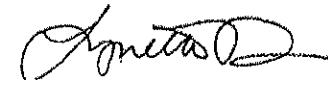
25. PRIOR AGREEMENTS AND AMENDMENTS; ENTIRE AGREEMENT.
This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between the Town and Consultant. This Agreement supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement. Any amendment relating to compensation for Consultant shall be for only a not-to-exceed sum.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement effective as of the date written above.

TOWN:

By: 
Mayor

CONSULTANT:

By: 
Name (printed): Lynette Dias
Title: President
EIN 90-0521841

ATTEST:


Town Clerk



388 17TH STREET
SUITE 230
OAKLAND, CA 94612
510.251.8210
WWW.UP-PARTNERS.COM

July 7, 2021

Laura Russell, Planning & Building Director
Planning & Building Department
765 Portola Road
Portola Valley, CA

RE: TOWN OF PORTOLA VALLEY HOUSING ELEMENT UPDATE SUPPORT SCOPE OF WORK

Dear Laura:

Urban Planning Partners, Inc. is pleased to submit the attached Proposal for Services for the Town of Portola Valley Housing Element Update Support.

The Urban Planning Partners team will include: **Curtis Banks, Principal Planner**, as Project Director for the overall project; **Carla Violet, Senior Planner**, as Project Manager will collaborate with Curtis on the Housing Element Update, overseeing day-to-day coordination, and managing preparation of the CEQA document; **Leslie Carmichael, AICP** as Technical Advisor bringing with her decades of experience and expertise related to Housing Elements; and **Lynette Dias, President**, as Project Advisor who brings extensive experience and big ideas.

Urban Planning Partners will serve as the prime consultant and support the Town with both the Housing Element and CEQA processes. We have also brought on Fehr & Peers for developing VMT thresholds to help inform the environmental review process. We look forward to working together with the Town of Portola Valley.

Sincerely,

URBAN PLANNING PARTNERS, INC.

A handwritten signature in black ink, appearing to read "C. Banks", written over a light blue horizontal line.

Curtis Banks,
Project Director

A handwritten signature in black ink, appearing to read "Carla Violet", written over a light blue horizontal line.

Carla Violet,
Project Manager

SCOPE OF WORK

This section outlines Urban Planning Partners' recommended scope of work for supporting the Town of Portola Valley's Housing Element Update.

TASK 1. PROJECT MANAGEMENT AND COORDINATION

Urban Planning Partners will undertake a variety of general management tasks throughout the Housing Element Update process. Carla Violet, Project Manager, will serve as the primary point of contact and ensure effective coordination through various strategies including but not limited to:

- Coordination with Ad-Hoc Committee.
- Establishing regular check-ins/standing meetings to coordinate across the consultant team.
- Providing concise, regular updates to Town staff as desired.
- Completing clear projections and allocations of work for all staff to ensure project deadlines are met or exceeded in a timely manner in conjunction with other project work.
- Overseeing a thorough quality assurance and quality control (QAQC) process including senior level review on all deliverables.

In order to ensure collaboration between Town staff and the consultant team, Urban Planning Partners has assumed bi-monthly, one-hour meetings with key staff contacts for the duration of the project.

TASK 2. COMMUNITY OUTREACH AND ENGAGEMENT

We anticipate engagement occurring in three phases, as described below.

- **Inform and Listen.** We will ensure the community is well-informed on what a Housing Element is and why they are done. Members of the public will understand the role of the Housing Element in the context of the State's housing goals, the Bay Area's RHNA, and housing policy history. The education component will build off the existing work and feedback from the Town website and continued collaboration with 21 Elements.
- **Understand Existing Conditions and Explore Solutions.** We will solicit community and stakeholder input on housing constraints, resources, and opportunities, and housing needs.
- **Refine Solutions.** Insights into existing conditions gathered through community input, our research, and 21 Elements' analysis will be used to develop initial policy and program recommendations for the Element update. We will ask the community for feedback on draft products and potential solutions using interactive activities.

Community outreach and engagement activities will include community meetings, website materials, and an online survey. We have also assumed participation at nine Planning Commission or Town Council meetings.

TASK 3. HOUSING ELEMENT, LAND USE ELEMENT, AND ZONING CODE AMENDMENTS SUPPORT

Urban Planning Partners will assist staff as necessary writing or editing sections of documents, graphics, mapping, and other tasks not completed by 21 Elements, such as zoning code updates that would be prepared concurrently with the Housing Element. We assume the Town is leading the housing and special housing needs assessment and housing constraints or relying on 21 Elements for this information. We can assist with reviewing this information and mapping, if needed.

1. Sites Inventory

Urban Planning Partners will work with Town staff on identifying an inventory of adequate sites that can be developed for housing within the planned period. We recommend the Town generate three draft scenarios to be presented to Town officials and members of the public to inform the sites inventory and rezoning program (e.g., rezoning sites to allow residential development, rezoning sites for higher densities).

2. Goals, Policies, and Programs

Based on community feedback and the results of the analysis completed in the tasks above, this scope assumes the Town will prepare draft goals and policies and Urban Planning Partners will review and provide recommendations on best practices. Once there is consensus on the goals and policies, Town staff will develop programs with input from Urban Planning Partners. The goals, policies, and programs will be directly tied to the housing needs, constraints, and key priorities identified in the update process and will be vetted in the community engagement process.

3. Rezoning

Urban Planning Partners will support Town staff with rezonings that may be needed to accommodate a shortfall of sites. Once the sites inventory is close to final, we will revisit this task to refine our scope of work and fee, if needed.

TASK 4. VEHICLE MILES TRAVELED THRESHOLDS/SB 743 IMPLEMENTATION

Fehr & Peers will work closely with the project team to establish the methods and metrics for vehicle miles traveled (VMT) assessment. Fehr & Peers will begin the work by confirming their approach for the VMT analysis by presenting options and document the project teams' decisions for the analysis metrics, methods, and thresholds in technical memorandums for the VMT analysis. They have found this deliberate approach to establishing the VMT analysis methods early in the process helps expedite the overall evaluation process and can minimize re-working of the analysis once the first draft of the analysis is substantially complete.

1. Establishing VMT Thresholds and VMT Mitigation Approach

Fehr & Peers will work with the Town to establish the VMT thresholds and VMT mitigation approach. This process of establishing VMT thresholds and VMT mitigation approach will begin by sharing and

summarizing the C/CAG SB 743 Implementation Decision whitepaper (May 2021), which provides key information relevant to establishing VMT methods, metrics, thresholds and mitigation. Fehr & Peers will also summarize and present the VMT metrics for 2015 and 2040 from the C/CAG SB 743 Implementation Decision whitepaper during a meeting with an opportunity for Town staff to discuss and decide on the VMT thresholds and mitigation approach. After this meeting with Town staff, Fehr & Peers will submit a technical memorandum documenting the Town's decision on VMT assumptions and analysis methods. The memorandum will summarize the options and decisions for the following items:

- VMT metrics
- VMT methods
- VMT impact significance thresholds
- VMT mitigation options

2. VMT Modeling

Assuming the Town selects the C/CAG-VTA travel model, Fehr & Peers will work with the project team to update the base year and future year land use inputs to ensure the VMT extracted from the travel model reflects the Town's VMT only. With updated land use inputs under 2015 and 2040 conditions, VMT metrics will be prepared at the Town-level, County-level, and Region-level for scenarios 1, 2 and 3:

- Scenario 1: Baseline Conditions
- Scenario 2: Cumulative without Project Conditions
- Scenario 3: Cumulative with Project Conditions

Fehr & Peers' scope is based on the understanding that the C/CAG-VTA travel model has been validated by C/CAG staff and that no adjustments to the underlying model variables and script that influences the traffic assignment are included in this scope of work. However, if comparisons of the VMT estimates to the California Household Travel Survey (CHTS) VMT data source show substantial variations, Fehr & Peers will investigate potential reasons for the variation and present options to remedy the issue to the project team. If remedies are needed, they will be completed as an additional service.

EXHIBIT B

Table 1
Portola Valley Housing Element Support Estimated Fee

	Urban Planning Partners						Fehr & Peers						Team Total
	Curtis Banks Project Director	Carla Violet Project Manager	Planner/Support	Leslie Carmichael Technical Advisor	Lynette Dias Project Advisor	UP Partners Total	Associate-In-Charge	Principal-In-Charge	Project Manager	Project Planner/Engineer	Project Coordinator	Fehr & Peers Total	
<i>Hourly Rate:</i>	\$225	\$195	\$110	\$205	\$290		\$255	\$280	\$185	\$170	\$140		
Task 1. Project Management and Coordination													
Team Meetings	20	48	8	4	4	\$ 16,720	6	-	6	-	-	\$ 2,640	\$ 19,360
Project Management and Ad Hoc Committee Coordination	15	40	12	-	-	\$ 12,495	-	-	-	-	-	\$ -	\$ 12,495
TASK 1 SUBTOTAL	35	88	20	4	4	\$ 29,215	6	-	6	-	-	\$ 2,640	\$ 31,855
Task 2. Community Outreach and Engagement													
Website Materials, Community Meetings, Online Survey	14	58	70	-	6	\$ 23,900	-	-	-	-	-	\$ -	\$ 23,900
Planning Commission/Town Council Meetings	18	34	20	8	-	\$ 14,520	-	-	-	-	-	\$ -	\$ 14,520
TASK 2 SUBTOTAL	32	92	90	8	6	\$ 38,420	-	-	-	-	-	\$ -	\$ 38,420
Task 3. Housing Element, Land Use Element, and Zoning Code Amendments Support													
Writing/editing, graphics, and mapping support	4	34	44	6	4	\$ 14,760	-	-	-	-	-	\$ -	\$ 14,760
TASK 3 SUBTOTAL	4	34	44	6	4	\$ 14,760	-	-	-	-	-	\$ -	\$ 14,760
Task 4. VMT Thresholds/SB 743 Implementation													
Establishing VMT Thresholds and VMT Mitigation Approach	-	-	-	-	-	\$ -	20	2	12	40	10	\$ 16,080	\$ 16,080
VMT Modeling	-	-	-	-	-	\$ -	8	-	8	20	6	\$ 7,760	\$ 7,760
TASK 4 SUBTOTAL	-	-	-	-	-	\$ -	28	2	20	60	16	\$ 23,840	\$ 23,840
TOTAL LABOR ESTIMATE													
hours	71	214	154	18	14		34	2	26	60	16		
\$	15,975	41,730	16,940	3,690	4,060	\$ 82,395	8,670	560	4,810	10,200	2,240	\$ 26,480	\$ 108,875
DIRECT COSTS													
1. Printing and Misc. Direct Costs						\$ 500						\$ 4,890	\$ 5,390
2. Subconsultant Mark-up (10%)						\$ 3,137						\$ -	\$ 3,137
TOTAL MISCELLANEOUS COSTS						\$ 3,637						\$ 4,890	\$ 8,527
TOTAL ESTIMATED FEE													
						\$ 86,032						\$ 31,370	\$ 117,402

https://urbanplanningpartners.sharepoint.com/sites/FS/Shared Documents/Marketing00 - Proposals - 60Q4/2021/21-531 PVHE/Proposal/Budget/PVHE Budget_21_0707.xlsx

EXHIBIT C

(INSURANCE REQUIREMENTS)

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to or interference with property which may arise from, or in connection with, the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

1. MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

1.1 Insurance Services Office Form No. CG 0001 covering General Liability and Commercial General Liability on an "occurrence" basis.

1.2 Insurance Services Office Form No. CA 0001 covering Automobile Liability, Code 1 (any auto), Code 8 (hired autos) or Code 9 (non-owned autos), if Consultant has no owned autos.

1.3 Workers' Compensation Insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.

2. MINIMUM LIMITS OF INSURANCE. Consultant shall maintain limits no less than:

2.1 Comprehensive General Liability. (Including products-completed operations, personal & advertising injury) One Million Dollars (\$1,000,000) combined single limit per claim and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2.2 Automobile Liability. One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

2.3 Workers' Compensation and Employers Liability. Workers' compensation limits as required by the Labor Code of the State of California. One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

2.4 Errors and Omissions Liability. Two Million Dollars (\$2,000,000) per claim.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to, and approved by, the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-

insured retentions as respects the Town, its officials, employees, agents and contractors; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the Town. The Town may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4. OTHER INSURANCE PROVISIONS.

4.1 General Liability and Automobile Liability Coverages. The General Liability and Automobile Liability insurance policies required pursuant to Sections 1.1 and 1.2 shall contain or be endorsed contain the following provisions:

4.1.1 The Town, its officials, employees, agents, contractors and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by, or on behalf of, the Consultant including materials, parts or equipment furnished in connection with such work or operations, and products and completed operations of the Consultant on premises owned, leased or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officials, employees, agents and contractors.

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

4.1.3 The Insurance Company agrees to waive all rights of subrogation against the Town, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Town's insurer.

4.1.4 Coverage shall not be canceled by either party, except after thirty (30) days prior written notice (10 days for non-payment) by regular mail has been given to the Town.

4.1.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, agents or contractors.

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

4.2 Worker's Compensation Insurance. The Worker's Compensation Policy required pursuant to Section 1.3 shall contain or be endorsed to contain the provision set forth in subsection 4.1.4 above.

4.3 Acceptability of Insurers. All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

4.3 Claims Made Policies. If any of the required policies provide claims-made coverage, the Town requires that coverage be maintained by Consultant for a period of 5 years after completion of the contract.

5. VERIFICATION OF COVERAGE. Consultant shall furnish the Town with original certificates, amendatory endorsements, and actual policies of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Town before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive consultant's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Proof of insurance shall be mailed to the following address:

Town of Portola Valley
Attn: Town Clerk
765 Portola Road
Portola Valley, CA 94028

6. SUBCONTRACTORS. Consultant shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

**AMENDMENT NO. 1 to AGREEMENT BETWEEN THE
TOWN OF PORTOLA VALLEY AND URBAN PLANNING PARTNERS**

This Amendment 1 ("Amendment") is made as of February ___, 2023, with respect to the Agreement ("Agreement") by and between the Town of Portola Valley ("Town") and Urban Planning Partners ("Consultant").

RECITALS

A. The Town and Consultant entered into the Agreement for Housing Element consulting services on July 14, 2021.

B. The Town and Consultant desire to modify the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, the Town and Consultant do hereby agree as follows:

1. Scope and Level of Services. The nature, scope and level of the specific services to be performed by Consultant are amended to include the following tasks set forth in Exhibit A-1 attached and incorporated.

2. Compensation. The compensation for services identified in Exhibit B of the Agreement is increased to \$444,572, plus a 15% contingency of \$48,085, for a total not to exceed amount of \$492,657 as described in Exhibit B attached and incorporated.

3. Agreement. Other than the amendment set forth herein, no other provisions of the Agreement are amended and all other provisions of the agreement are in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment 1 as of the date set forth above.

TOWN OF PORTOLA VALLEY

URBAN PLANNING PARTNERS

By: _____
Mayor

By: _____
Lynette Dias, President

EXHIBIT A-1
(SCOPE AND LEVEL OF SERVICE)

The scope of work will be expanded for the Housing Element to include the following:

- Project Management and Coordination: contract planning support for up to six additional AHHEC meetings (up to six hours each) and weekly standing team meetings with the Town (completed)
- Sites Inventory: additional mapping and analysis for multiple Sites Inventory Scenarios
- Draft Housing Element: additional information gathering for the Needs Section (beyond what was provided in the ABAG data packets)
- Greater level of effort to prepare extensive "Affected Environment" and "Regulatory Setting" sections for each environmental topic
- Additional costs for subconsultants to prepare responses to comments
- Additional costs for preparing a Response to Comments document and attending additional Planning Commission and Town Council meetings

Conducting environmental analysis; preparing of required Initial Study/Mitigated Negative Declaration drafts, response to comments, and Mitigation Monitoring and Reporting Program; and providing Project Management for the environmental review

EXHIBIT B-1
(SCHEDULE OF PERFORMANCE/COMPENSATION)

Portola Valley Housing Element Update Budget Amendment

Service	Labor + Direct Costs	15% Contingency	Optional Task	Total
Housing Element	\$9 7,395	\$14,609	NA	\$112,004
IS/MND (CEQA)	\$223,175	\$33,476	\$6,600	\$263,251
Total	\$320,570	\$48,085	\$6,660	\$375,255

Housing Element

<i>Hourly Rate:</i>	Urban Planning Partners				
	Curtis Banks Project Director	Carla Violet Project Manager	Planner/ Support	Word Processing	Total
	\$225	\$210	\$125	\$130	
Task 1. Project Management and Coordination					
Weekly Team Meetings (24 mtgs/6 mos total)	24	40	8	-	\$ 14,800
Ad Hoc Committee Prep (6 mtgs)	10	48	12	-	\$ 13,830
Ad Hoc Committee Meeting Attendance (6 mtgs, 6 hrs)	20	36	-	-	\$ 12,060
TASK 1 SUBTOTAL	54	124	20	-	\$ 40,690
Task 2. Sites Inventory					
Admin Draft Sites Inventory Scenarios	16	24	25	-	\$ 11,765
Public Review Draft Sites Inventory Scenarios	8	16	12	-	\$ 6,660
TASK 2 SUBTOTAL	24	40	37	-	\$ 18,425
Task 3. Draft Housing Element					
Admin Draft Housing Element	12	36	24	8	\$ 14,300
Public Review Draft Housing Element	8	12	8	4	\$ 5,840
HCD Review Draft Housing Element	4	4	-	-	\$ 1,740
TASK 3 SUBTOTAL	24	52	32	12	\$ 21,880
Task 4. Final Draft, Final Adoption					
Final Draft Housing Element	12	24	12	4	\$ 9,760
Final Housing Element	6	18	10	2	\$ 6,640
TASK 4 SUBTOTAL	18	42	22	6	\$ 16,400
TOTAL LABOR ESTIMATE					
hours	120	258	111	18	
	27,000	54,180	13,875	2,340	\$ 97,395
RECOMMENDED CONTINGENCY					
15% Contingency - May only be used as authorized by client					\$ 14,609
TOTAL ESTIMATED FEE WITH CONTINGENCY					\$ 112,004

California Environmental Quality Act Services Fee Estimate

	Curtis Banks Principal-in-Charge	Carla Violet Associate Principal	Planner	Word Processing/Graphics	URBAN PLANNING PARTNERS TOTAL	BASELINE ENVIRONMENTAL TOTAL	FEHR & PEERS TOTAL	ENVIRONMENTAL COLLABORATIVE TOTAL	COGSTONE TOTAL	Team TOTAL
<i>Hourly Rate:</i>	\$225	\$210	\$165	\$130						
Initial Study/ Mitigated Negative Declaration										
Task A. Project Initiation										
1. Kick-off Meeting	2	2	-	-	\$ 870	\$ -	\$ -	\$ -	\$ -	\$ 870
2. Project Description	2	8	10	6	\$ 4,560	\$ -	\$ -	\$ -	\$ -	\$ 4,560
Subtotal for Task A	4	10	10	6	\$ 5,430	\$ -	\$ -	\$ -	\$ -	\$ 5,430
Task B. Conduct Environmental Analysis										
1. Land Use and Planning	2	4	16	4	\$ 4,450	\$ -	\$ -	\$ -	\$ -	\$ 4,450
2. Transportation	6	8	4	6	\$ 4,470	\$ -	\$ 35,700	\$ -	\$ -	\$ 40,170
3. Cultural and Tribal Cultural Resources	1	2	4	1	\$ 1,435	\$ -	\$ -	\$ -	\$ 17,825	\$ 19,260
4. Biological Resources	1	2	2	1	\$ 1,105	\$ -	\$ -	\$ 9,700	\$ -	\$ 10,805
5. Air Quality	1	2	2	1	\$ 1,105	\$ 7,800	\$ -	\$ -	\$ -	\$ 8,905
6. Geology and Soils	2	1	1	4	\$ 1,345	\$ 3,800	\$ -	\$ -	\$ -	\$ 5,145
7. Greenhouse Gas Emissions	2	2	2	1	\$ 1,330	\$ 6,500	\$ -	\$ -	\$ -	\$ 7,830
8. Hydrology and Water Quality	2	2	1	4	\$ 1,555	\$ 4,600	\$ -	\$ -	\$ -	\$ 6,155
9. Hazards and Hazardous Materials	2	2	1	4	\$ 1,555	\$ 4,500	\$ -	\$ -	\$ -	\$ 6,055
10. Noise	2	2	1	1	\$ 1,165	\$ 7,800	\$ -	\$ -	\$ -	\$ 8,965
11. Population/Housing	2	4	6	1	\$ 2,410	\$ -	\$ -	\$ -	\$ -	\$ 2,410
12. Public Services/Utilities/Recreation	4	10	24	2	\$ 7,220	\$ -	\$ -	\$ -	\$ -	\$ 7,220
13. Wildfire	4	10	8	4	\$ 4,840	\$ -	\$ -	\$ -	\$ -	\$ 4,840
14. Aesthetics	4	6	12	6	\$ 4,920	\$ -	\$ -	\$ -	\$ -	\$ 4,920
15. Other Topics (Ag, Mineral Resources, Energy)	-	2	6	-	\$ 1,410	\$ -	\$ -	\$ -	\$ -	\$ 1,410
16. Mandatory Findings of Significance	1	1	4	-	\$ 1,095	\$ -	\$ -	\$ -	\$ -	\$ 1,095
Subtotal for Task B	36	60	94	40	\$ 41,410	\$ 35,000	\$ 35,700	\$ 9,700	\$ 17,825	\$ 139,635
Task C. Prepare Environmental Document and MMRP										
1. Administrative Draft Document	8	12	14	10	\$ 7,930	-	-	-	-	7,930
2. Screencheck Draft Document	6	10	16	8	\$ 7,130	-	-	-	-	7,130
3. Public Review Draft Document	4	8	12	6	\$ 5,340	-	-	-	-	5,340
4. Admin Draft Response to Comments	6	8	16	4	\$ 6,190	5,000	7,700	-	-	18,890
5. Public Review Response to Comments	4	6	12	2	\$ 4,400	-	-	-	-	4,400
6. MMRP	-	4	6	4	\$ 2,350	-	-	-	-	2,350
Subtotal for Task C	28	48	76	34	\$ 33,340	\$ 5,000	\$ 7,700	\$ -	\$ -	\$ 46,040
Task D. Project Management										
1. Project Management	4	8	6	-	\$ 3,570	-	-	-	-	3,570
2. PC Public Hearing	8	8	-	-	\$ 3,480	-	3,600	-	-	7,080
3. TC Public Hearing	8	8	-	-	\$ 3,480	-	3,600	-	-	7,080
Subtotal for Task D	20	24	6	-	\$ 10,530	\$ -	\$ 7,200	\$ -	\$ -	\$ 17,730
Labor Subtotal	88	142	186	80		-	-	-	-	
Hours	\$ 19,800	\$ 29,820	\$ 30,690	\$ 10,400	90,710	\$ 40,000	\$ 50,600	\$ 9,700	\$ 17,825	\$ 208,835
DIRECT COSTS										
1. Printing and Misc. Direct Costs (assumes bulk of documents will be digital)					\$ 250					\$ 250
2. Cultural Records Requests and Mailings					\$ -				\$ 2,070	\$ 2,070
3. Subconsultant Mark-up (10%)					\$ 12,020					\$ 12,020
Direct Costs Subtotal					\$ 12,270	\$ -	\$ -	\$ -	\$ 2,070	\$ 14,340
Total (Labor + Direct Costs)	\$				\$ 102,980	\$ 40,000	\$ 50,600	\$ 9,700	\$ 19,895	\$ 223,175
CONTINGENCY										
15% contingency only to be used if authorized by client										\$ 33,476
OPTIONAL TASK										
1. Re-Run VTA Model and Prepare VMT Estimates (up to 2 more scenarios)					\$ -	\$ -	\$ 6,000	\$ -	\$ -	\$ 6,000
2. Subconsultant Mark-up (10%)					\$ 600					\$ 600
Total with Optional Task	\$				\$ 103,580	\$ 40,000	\$ 56,600	\$ 9,700	\$ 19,895	\$ 263,251

AGREEMENT FOR SAFETY ELEMENT CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 11th day of August 2021, by and between the Town of Portola Valley, a municipal corporation, ("Town") and Urban Planning Partners ("Consultant").

RECITALS

A. The Town desires to retain the professional consulting services of Consultant as an independent contractor to provide professional consulting services to the Town, as described in more detail in Exhibit A. Consultant will work with the Town to update its Safety Elements, provide community engagement, prepare Zoning Code and General Plan Amendments, and prepare related CEQA documentation.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE AND LEVEL OF SERVICES. The nature, scope and level of the specific services to be performed by Consultant are as set forth in detail in Exhibit A attached hereto.

2. TIME OF PERFORMANCE. The services shall be performed on a timely, regular basis.

3. STANDARD OF PERFORMANCE. As a material inducement to the Town to enter into this Agreement, Consultant hereby represents that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement. Consultant shall perform all work to the professional standards ordinarily exercised by members of the same profession currently practicing under similar conditions in the same or similar locale and in a manner reasonably satisfactory to the Town. Consultant hereby covenants that it shall perform the services to a standard of reasonable professional care.

4. COMPLIANCE WITH LAW. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the Town, and any federal, state or local governmental agency having jurisdiction in effect at the time the service is rendered.

5. TERM. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect until the services required

hereunder have been satisfactorily completed by Consultant, unless earlier terminated pursuant to Section 17, below.

6. COMPENSATION. The Town agrees to compensate Consultant for its services according to the fee schedule set forth in Exhibit B, to a maximum of One Hundred Thousand Three Hundred Fifty Six Dollars(\$100,356). The Town also agrees to compensate Consultant for its out-of-pocket expenses to the extent authorized in Exhibit B. In no event shall the total compensation and costs payable to consultant under this Agreement exceed the sum of One Hundred Thousand Three Hundred Fifty Six Dollars(\$100,356), unless specifically approved in writing by the Town Council.

7. METHOD OF PAYMENT. Consultant shall invoice the Town for work performed after each task is completed as set forth in Exhibit B. Payments to Consultant by Town shall be made within thirty (30) days after receipt by Town of Consultant's itemized invoices.

8. REPRESENTATIVE. Curtis Banks is hereby designated as the representative of Consultant authorized to act on its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of Curtis Banks were a substantial inducement for Town to enter into this Agreement. Therefore, Curtis Banks shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Consultant without the express written approval of the Town.

9. INDEPENDENT CONTRACTOR. Consultant is, and shall at all times remain as to the Town, a wholly independent contractor and not an agent or employee of Town. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Consultant receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Consultant shall not be eligible for benefits and shall receive no compensation from the Town except as expressly set forth in this Agreement. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Town or otherwise act on behalf of the Town as an agent. Neither the Town, nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall at no time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the Town. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Town harmless from any and all taxes, assessments, penalties, and interest asserted against the Town by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the worker's compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Town harmless from any failure of Consultant to comply with applicable worker's compensation laws. The Town shall not have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Town from

Consultant as a result of Consultant's failure to promptly pay the Town any reimbursement or indemnification arising under this Section.

10. CONFIDENTIALITY. Consultant, in the course of its duties, may have access to financial, accounting, statistical and personal data of private individuals and employees of the Town. Consultant covenants that all data, documents, discussion, or other information developed and received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the Town. The Town shall grant such authorization if disclosure is required by law. Upon request, all Town data shall be returned to the Town upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement. Notwithstanding the foregoing, Consultant shall not be restricted from disclosing any information that is reasonably necessary for Consultant to disclose: (1) to Consultant's employees, subconsultants and the General Contractor and subcontractors, if appropriate, or information in whatever form that is in the public domain; or (2) as part of the permitting and public entity approval process; or (3) if required as required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority; or (4) if reasonably necessary for Consultant to defend itself from any legal action or claim.

11. OWNERSHIP OF MATERIAL. All reports, documents, or other written materials developed or discovered by Consultant or any other person engaged directly or indirectly by Consultant in the performance of this Agreement shall be and remain the property of the Town without restriction or limitation upon its use or dissemination by the Town.

12. CONFLICT OF INTEREST. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the Town on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the Town.

13. ASSIGNABILITY; SUBCONTRACTING. The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Consultant's obligations hereunder, without the prior written consent of the Town Council, and any attempt by Consultant to do so shall be void and of no effect and a breach of this Agreement.

14. INDEMNIFICATION.

14.1 To the fullest extent permitted by law, as respects Consultant's operations other than performance of professional services, Consultant shall indemnify, defend (with independent counsel approved by the Town to the extent authorized by applicable insurance carrier) and hold harmless the Town, and its elective or appointive boards, officers, employees, agents and volunteers against any claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this Agreement due to the non-professional or negligent acts or omissions of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of such services shall not operate as a waiver of such right of indemnification.

14.2 With regard to Consultant's professional services, Consultant agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Consultant's profession, including without limitation adherence to all applicable safety standards. To the fullest extent permitted by law, Consultant shall indemnify, but not defend and hold harmless the Town, and its elective or appointive boards, officers, and employees from and against all liabilities, including without limitation all losses, damages, and judgments, associated investigation and administrative expenses, and reimbursement of reasonable defense costs, and reasonable attorneys' fees, court costs and costs of alternative dispute resolution to the extent that are found to arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of said services and duties by Town shall not operate as a waiver of such right of indemnification.

14.3 The Town does not and shall not waive any rights that they may possess against Consultant because of the acceptance by the Town or the deposit with the Town of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15. INSURANCE REQUIREMENTS. Consultant agrees to have and maintain the policies set forth in Exhibit C entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Town Attorney as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the Town Attorney. Consultant agrees to provide Town with a copy of said policies, certificates, and/or endorsements before work commences under this Agreement. A lapse in any required amount or type of insurance coverage during this Agreement shall be a breach of this Agreement.

16. SUSPENSION. The Town may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of the Town, or for work stoppages beyond the control of the Town or the Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of work does not void this Agreement. In the event that work is suspended for a period exceeding 120 days, the schedule and cost for completion of the work will be adjusted by mutual consent of the parties.

17. TERMINATION.

17.1 This Agreement may be terminated by either the Town or Consultant following five (5) days written notice of intention to terminate. In the event the Agreement is terminated, Consultant shall be paid for any services properly performed to the last working day the Agreement is in effect. Consultant shall substantiate the final cost of services by an itemized, written statement submitted to the Town. The Town's right of termination shall be in addition to all other remedies available under law to the Town.

17.2 In the event of termination, Consultant shall deliver to the Town copies of all reports, documents, computer disks, and other work prepared by Consultant under this Agreement, if any. If Consultant's written work is contained on a hard computer disk, Consultant shall, in addition to providing a written copy of the information on the hard disk, immediately transfer all written work from the hard computer disk to a soft computer disk and deliver said soft computer disk to Town. Town shall not pay Consultant for services performed by Consultant through the last working day the Agreement is in effect unless and until Consultant has delivered the above described items to the Town.

18. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, supplies, materials, or equipment provided to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

19. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES. Waiver by either party of any breach or violation of any one or more terms or conditions of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the Town of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement. In no event shall the Town's making of any payment to Consultant constitute or be construed as a waiver by the Town of any breach of this Agreement, or any default which may then exist on the part of Consultant, and the making of any such payment by the Town shall in no way impair or prejudice any right or remedy available to the Town with regard to such breach or default.

20. NOTICES. Any notices, bills, invoices, reports or other communications required or permitted to be given under this Agreement shall be given in writing by personal delivery, or by U.S. mail, postage prepaid, and return receipt requested, addressed to the respective parties as follows:

To Town:

Town Manager
Town of Portola Valley
765 Portola Road
Portola Valley, CA 94028

To Consultant:

Lynette Dias
Urban Planning Partners
388 17th Street, Suite 230
Oakland, CA 94612

Notice shall be deemed communicated on the earlier of actual receipt or forty-eight (48) hours after deposit in the U.S. mail, the date of delivery shown on deliverer's receipt, or by acknowledgment of facsimile transmission.

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Consultant will take affirmative action to ensure that employees are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

22. ATTORNEYS' FEES; VENUE. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled as determined by a court of competent jurisdiction. The venue for any litigation shall be San Mateo County.

23. COOPERATION. In the event any claim or action is brought against the Town relating to Consultant's performance or services under this Agreement, Consultant shall render any reasonable assistance and cooperation which Town might require. Notwithstanding the foregoing, Consultant's cooperation assistance and/or participation shall be given to City only if authorized by Consultant's insurance carrier(s) and or legal counsel, which authorization shall not be unreasonably withheld.

24. EXHIBITS, PRECEDENCE. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement.

25. PRIOR AGREEMENTS AND AMENDMENTS; ENTIRE AGREEMENT. This Agreement, and any other documents incorporated herein by specific reference,

represent the entire and integrated agreement between the Town and Consultant. This Agreement supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement. Any amendment relating to compensation for Consultant shall be for only a not-to-exceed sum.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement effective as of the date written above.

TOWN:

By: _____

Mayor

CONSULTANT:

By: _____

Name (printed): Lynette Dias

Title: President

EIN 90-0521841

ATTEST:

Town Clerk

EXHIBIT A

(SCOPE AND LEVEL OF SERVICES)



388 17TH STREET
SUITE 230
OAKLAND, CA 94612
510.251.8210
WWW.UP-PARTNERS.COM

August 5, 2021

Laura Russell

Sent via email: lrussell@portolavalley.net

RE: TOWN OF PORTOLA VALLEY SAFETY ELEMENT UPDATE

Dear Laura,

Urban Planning Partners is pleased to submit this proposal to provide consultant services to the Town of Portola Valley for completion of the Town's Safety Element update. Below we've outlined anticipated areas of analysis and review as well as a brief scope of work and the associated fee for services.

PROJECT TEAM

Urban Planning Partners work will be overseen by **Curtis Banks, Project Director** and managed by **Carla Violet, Project Manager**. If needed, other planning staff will be available to provide support in research, writing, and analysis. Urban Planning Partners also has the following technical experts to assist with this effort:

- **Baseline Environmental Consulting:** seismic hazards, climate change and resiliency, hazards materials releases, and drought mitigation.
- **Fehr & Peers:** evacuation planning.
- **Deer Creek Resources:** resilient building strategies.

We understand that this project will happen concurrently with the ongoing Housing Element update and take significant coordination given its complexity. This proposal confirms the availability of key staff to conduct the work necessary to complete the Safety Element update in a timely and efficient manner. The level of participation by each key staff member is detailed in the budget/timetable attached.

PROJECT UNDERSTANDING

The Safety Element update needs to be revised concurrent to the 6th Cycle Housing Element. Consistent with Government Code Section 65302(g), the element must address the following topics: seismic hazards; tsunami, seiche, and dam failure; slope instability; subsidence; liquefaction; flooding, wildland and urban fires; and climate change. We have reviewed the California Office of

Planning and Research (OPR) General Plan Guidelines, OPR Fire Hazard Planning Technical Advisory (2020), and recent State law to inform our scope of work. Given a portion of Portola Valley is located in a very high fire hazard severity zone (VHFHSZ), the Safety Element update must address specific wildfire hazard and risks in accordance with Senate Bill (SB) 1241 (2012) which requires a comprehensive wildfire hazard and risk assessment.

Our team will also address new Safety Element requirements described in Senate Bill 99 (SB 99) and Assembly Bill 747 (AB 747). This scope of work includes the SB 99 assessment (see Task 1B); however, the evacuation route, scenario planning and capacity analysis mandated by AB 747 will be conducted under a separate Emergency Evacuation Planning Traffic Engineering Services scope of work.

SCOPE OF WORK

PHASE 1 PROJECT INITIATION AND ANALYSIS

Urban Planning Partners will coordinate with Woodside Fire Protection District, San Mateo County Sheriff's Office, and Town of Portola Valley departments, including Public Works, Building and Planning, Sustainability, as well as any outside agencies such as CAL FIRE to update the General Plan Safety Element. This will involve coordination with efforts to identify housing sites, as well ensuring consistency with existing and new State laws happening concurrently with the Housing Element update.

TASK 1A KICK-OFF MEETING AND DATA GATHERING

The Urban Planning Partners team will meet with Town staff to review scope, project schedule, and data needs, study coordination, communication protocols, and desired outcomes of this project.

Urban Planning Partners, with help from technical subconsultants, will use available documents including State, regional, and local resources to determine areas of necessary review, including, but not limited to:

- OPR General Plan Guidelines
- OPR Fire Hazard Planning Technical Advisory Guidelines (Draft 2020)
- San Mateo County Multijurisdictional Hazard Mitigation Plan (2016 and forthcoming update)
- Town of Portola Valley Safety Element (2010)
- Town Sustainability Element (2009)
- Board of Forestry and Fire Protection General Plan Safety Element Assessment

TASK 1B SB 99 NETWORK ACCESSIBILITY ANALYSIS

Fehr & Peers will evaluate parcel accessibility to/from evacuation routes as required by SB 99. They will use GIS to map accessibility to parcels in the Town and identify which parcels are in hazard areas that only provide one emergency access route. This will assist in identifying which neighborhoods have less resiliency, and potentially more vulnerability, during an evacuation event. Fehr & Peers will prepare a brief technical memorandum to document their methods and findings of the evacuation route and accessibility analysis to provide compliance with SB 99.

TASK 1C DRAFT GOALS AND POLICIES

Urban Planning Partners, with insight and support from our technical subconsultants, will present draft goal, objective, policy and implementation measure amendment language during this phase in draft form but detailed enough for the public to fully understand. This will include a comprehensive wildfire hazard and risk assessment as well as policies and implementation measures that comply with OPR technical guidance and State law.

TASK 1D PUBLIC OUTREACH

We will provide the following public outreach activities to keep the community informed about the Safety Element update process and how to get involved:

- Present at (1) Planning Commission/Town Council Study Session
- Prepare Safety Element content for one (1) community meeting
- Tabling at one (1) community event such as the Summer Concert Series or Town Picnic, or another community-wide event (in-person or virtual) to increase awareness for the Safety Element and Housing Element updates and collect community input.

PHASE 2 ADMINISTRATIVE AND DRAFT DOCUMENTS

The second phase of this process will include preparation and review of the administrative and final draft versions of the Safety Element. It is assumed that the CEQA document prepared in association with the Housing Element will also analyze the Safety Element. Review of the environmental document is included in the Housing Element scope of work.

Urban Planning Partners will prepare an administrative draft Safety Element for review and approval. After one round of staff review and comments, we will provide a public review draft.

The Safety Element will be drafted for consistency with State law requirements and to reflect the General Plan land-use and other policy changes within the Housing Element for internal consistency. Where possible, the Safety Element will reference existing documents providing the necessary information and build on the work the Town has done to analyze and address safety

August 5, 2021
Laura Russell

issues. Given a portion of the Town is in a VHFHSZ, the draft Safety Element will also be submitted to CAL FIRE and the State Board of Forestry and Fire Protection for review.

PHASE 3 ADOPTION AND FINAL DOCUMENTS

Phase 3 includes the final hearings by the Planning Commission and Town Council required for adoption of the Final Safety Element, and production of the final document. This scope of work assumes that Urban Planning Partners will prepare a presentation and be available to answer questions and that Town staff will conduct the presentation and prepare the staff report.

SCHEDULE

We are available to begin work immediately and will work with the Town on a mutually agreed up on schedule. Analysis and public outreach would be completed in tandem with the Housing Element wherever possible. Completion of the Housing Element's draft sites inventory will be needed to complete analysis in the Safety Element related to residential development.

BUDGET ESTIMATE

Our estimated fee is **\$90,456** as shown in the attached table. This budget represents our initial estimate based on the requirements discussed with the Town. We have included a contingency fee of \$9,900 for additional hazard mapping and mitigation strategy expertise if a more robust analysis is needed. Depending on the timing and what is covered in the Multijurisdictional Hazard Mitigation Plan, we may be able to reduce our scope. We are happy to work with the Town to adjust the scope and budget as needed to best meet the Town's needs.

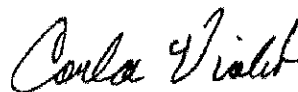
We look forward to assisting you on this project. If you have any questions regarding this proposal, please call us at (510) 251-8210.

Sincerely,

URBAN PLANNING PARTNERS, INC.



Curtis Banks
PROJECT DIRECTOR



Carla Violet
PROJECT MANAGER

Fehr & Peers Approach and Scope of Work

Town of Portola Valley Safety Element: Emergency Evacuation (SB 99) Route Assessment

(July 30, 2021)

The Safety Element contains goals and policies to reduce the risk of death, personal injury, property damage, economic damage, displacement, and environmental damage associated with natural and man-made hazards such as wildfire and earthquakes in the Town of Portola Valley. The Safety Element, a new section of the General Plan, should also include climate adaptation and resiliency strategies. Fehr & Peers will focus on addressing new Safety Element requirements mandated in Senate Bill 99 (SB 99) and Assembly Bill 747 (AB 747) by developing policies recommended for incorporation into the Town of Portola Valley General Plan Safety Element.

For this effort, Fehr & Peers has partnered with Atlas Planning (certified Disabled Veteran Business Enterprise) to provide hazard mitigation expertise and support the SB 99 assessment. Atlas Planning is currently collaborating with Fehr & Peers on several emergency evacuation planning efforts and has prepared numerous General Plan Safety Elements and Local Hazard Mitigation Plans, bringing hazard policy and mitigation strategy expertise to the team.

As directed by Town staff, the evacuation route, scenario planning and capacity analysis mandated by AB 747 as well as community engagement around emergency evacuation planning will be conducted under a separate contract to provide Emergency Evacuation Planning Traffic Engineering Services. The work performed under the separate contract will include identification of transportation improvement measures and preparation of an emergency evacuation plan. Information gathered, analysis conducted, and deliverables prepared under this separate contract will be provided to Fehr & Peers for our work in developing related policies for the Safety Element.

Please note that we are not proposing to prepare a comprehensive evacuation plan as this would occur through the separate contract described above, but instead, we provide technical support to the Town in identifying residential developments in hazard areas that do not have at least two emergency evacuation routes. In addition, our scope of work does not provide guarantees as to the adequacy of the transportation system for an evacuation nor can it guarantee that the findings are applicable to any or all emergency situations.

Scope of Work

Task 1 – Project Initiation and Kick-Off Meeting (\$4,500)

Members from the project team, Town staff, and up to two Fehr & Peers staff will attend a conference call to launch this effort, review scope, project schedule, status of the Town's ongoing evacuation planning efforts, data needs, and study coordination and communication protocols and discuss the desired outcomes of this project.

Deliverable: Fehr & Peers will prepare a project schedule and revise the schedule based on direction from the kick-off meeting.

Task 2 – SB 99 Network Accessibility Analysis (\$24,900)

The Fehr & Peers Team will evaluate parcel accessibility to/from evacuation routes as required by SB 99. We will use GIS to map accessibility to parcels in the Town and identify which parcels are in hazard areas that only provide one emergency access route. This will assist in identifying which neighborhoods have less resiliency, and potentially more vulnerability, during an evacuation event.

Deliverable(s): Fehr & Peers will prepare a brief technical memorandum to document our methods and findings of the evacuation route and accessibility analysis to provide compliance with SB 99. The draft memo will be submitted to the Town for review and comment. Review comments will be incorporated into the final memo. Our fee estimate assumes 6 professional staff hours to respond to comments and prepare a final memo. Because it is speculative to know the nature and extent of comments, we have allocated a certain budget for this task. Responding to comments requiring additional technical analysis or requiring more than 6 staff hours will be conducted as an additional service.

Task 3 – Identify Policies for the Safety Element (\$8,600)

The Fehr & Peers team will review the information prepared by the Portola Valley Emergency Evacuation Planning Traffic Engineering Services consultant team and identify policies and implementation programs recommended for incorporation into the Town's Safety Element to provide compliance with SB 99 and AB 747. These recommendations may include additional roadways, emergency routes, and/or development limitations for areas where circulation constraints may affect future development.

Deliverable(s): Fehr & Peers will prepare a draft memorandum that includes evacuation planning policies for the Town's General Plan Safety Element to provide compliance with SB 99 and AB 747. The draft memorandum will be submitted to the Town for review and comment. Review comments will be incorporated into the final memorandum. Our fee estimate assumes 6 professional staff hours to respond to comments and prepare a final memorandum.

Task 4 – Attend Conference Calls (\$2,800)

Fehr & Peers will attend up to six (6) 1-hour web-enabled project team conference calls with two staff present. Additional conference calls or attendance at any public hears will be completed as an additional service.

Optional Tasks

- Optional Task 1: Data Collection
- Optional Task 2: Public Outreach
- Optional Task 3: Public Hearing Participation

**Baseline Environmental Consulting
Scope of Work for Safety Element Update
Town of Portola Valley, California**

Prepared for Urban Planning Partners – July 31, 2021

Safety Element

Baseline Environmental Consulting will assist in the data gathering and drafting of policies to reduce the potential short and long-term risk of death, injuries, property damage, and economic and social dislocation resulting from the following effects: seismically induced surface rupture, ground shaking, ground failure, and liquefaction; slope instability; and flooding. In addition, Baseline will describe climate change impacts and summarize adaptation and resiliency policies from the most recently adopted Local Hazard Mitigation Plan. If requested by the Town of Portola, additional topics may include hazards materials releases and naturally-occurring asbestos. Baseline will also assist in the preparation of mapping for known geologic and seismic hazards, such as active fault zones designated under the Alquist-Priolo Earthquake Fault Zoning Act.

Drought Mitigation Policies

Baseline Environmental Consulting will assist in the data gathering and drafting of policies to address potential future drought conditions and water supply shortage. Specifically, the policies developed would be designed to provide the following:

- Comprehensive goals, policies, and objectives for the protection of the community from the unreasonable risks of drought.
- Feasible implementation measures designed to carry out the goals, policies, and objectives for drought.

It should be noted that Baseline will not be modifying or summarizing the applicable urban water management plan.

EXHIBIT B
(FEE SCHEDULE)

Table 1
Estimated Fee for Safety Element Update

	Urban Planning Partners				Baseline Environmental Consulting				Fehr & Peers							Dear Creek Resources		
	Chris Banks Project Director	Chris Violett Project Manager	Partner Support	UP Partners Total	Boise Abdullahsen Senior Hydrogeologist	Pamela Sutton Environmental Engineer III	Lisa Luo Environmental Engineer II	Baseline Total	Associate-in-Charge	Principal-in-Charge	Project Manager	Project Engineer/Engineer	Graphics/GIS	Project Coordinator	Fehr & Peers Total	Dave Linder	DRC Total	Team Total
Hourly Rate:	\$225	\$195	\$115		\$225	\$180	\$170		\$255	\$280	\$185	\$170	\$150	\$140		\$200		
Phase 1: Project Initiation and Analysis																		
A Kick-off Meeting and Data Gathering	4	8	10	\$ 3,610	4	20	10	\$ 6,200	6		12			2	\$ 4,030	14	\$ 2,800	\$ 16,640
B SB 99 Network Accessibility Analysis				\$ -				\$ -	14	4	16	22	8	10	\$ 13,990		\$ -	\$ 13,990
C Draft Goals and Policies	6	20	24	\$ 8,010	12	8	6	\$ 5,160	4	2	12	18	-	8	\$ 7,980	20	\$ 4,000	\$ 25,150
D Public Outreach	6	14	16	\$ 5,920				\$ -							\$ -		\$ -	\$ 5,920
PHASE 1 SUBTOTAL	16	42	50	\$ 17,540	16	28	16	\$ 11,360	24	6	40	40	8	20	\$ 26,000	34	\$ 6,800	\$ 61,700
Phase 2: Administrative and Draft Documents																		
A Administrative Draft and Final Draft Environmental Hazards Element Update	6	20	34	\$ 9,160				\$ -	6		6				\$ 2,640		\$ 1,000	\$ 12,800
PHASE 2 SUBTOTAL	6	20	34	\$ 9,160	0	0	0	\$ -	6	0	6	0	0	0	\$ 2,640		\$ 1,000	\$ 12,800
Phase 3: Adoption and Final Documents																		
A Final Planning Commission Hearing	4	6	-	\$ 2,070				\$ -							\$ -		\$ -	\$ 2,070
B Final City Council Hearing	4	6	-	\$ 2,070				\$ -							\$ -		\$ -	\$ 2,070
C Final Document Production	2	6	8	\$ 2,540				\$ -							\$ -		\$ -	\$ 2,540
PHASE 3 SUBTOTAL	10	18	8	\$ 6,680	0	0	0	\$ -	0	0	0	0	0	0	\$ -		\$ -	\$ 6,680
TOTAL LABOR ESTIMATE	32	80	92	\$ 33,380	16	28	16	\$ 11,360	30	6	46	40	8	20	\$ 28,640	34	\$ 7,800	\$ 81,180
DIRECT COSTS																		
1. Printing, Mileage, and Misc. Direct Costs (assumes the bulk of documents will be digital)				\$ 800				\$ -							\$ 2,260		\$ 200	\$ 3,260
2. Subconsultant Markup (10%)				\$ 5,026				\$ -							\$ -		\$ -	\$ 5,026
TOTAL MISCELLANEOUS COSTS				\$ 5,826				\$ -							\$ 2,260		\$ 200	\$ 8,286
TOTAL ESTIMATED FEE																		
TOTAL ESTIMATED FEE				\$ 39,206				\$ 11,360							\$ 30,900		\$ 8,000	\$ 89,466
CONTINGENCY																		
1. Atlas Planning (SB 99 hazard mapping and mitigation strategy expertise)				\$ 990				\$ -							\$ 9,900		\$ 990	\$ 9,900
2. Direct Cost Markup (10%)				\$ 990				\$ -							\$ 9,900		\$ -	\$ 10,890
TOTAL CONTINGENCY COSTS				\$ 990				\$ -							\$ 9,900		\$ -	\$ 10,890
TOTAL ESTIMATED FEE WITH CONTINGENCY																		
TOTAL ESTIMATED FEE WITH CONTINGENCY				\$ 40,196				\$ 11,360							\$ 40,800		\$ 8,000	\$ 100,256

This budget assumes all public hearings are virtual.

EXHIBIT C

(INSURANCE REQUIREMENTS)

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to or interference with property which may arise from, or in connection with, the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

1. MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

1.1 Insurance Services Office Form No. CG 0001 covering General Liability and Commercial General Liability on an "occurrence" basis.

1.2 Insurance Services Office Form No. CA 0001 covering Automobile Liability, Code 1 (any auto), Code 8 (hired autos) or Code 9 (non-owned autos), if Consultant has no owned autos.

1.3 Workers' Compensation Insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.

2. MINIMUM LIMITS OF INSURANCE. Consultant shall maintain limits no less than:

2.1 Comprehensive General Liability. (Including products-completed operations, personal & advertising injury) One Million Dollars (\$1,000,000) combined single limit per claim and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2.2 Automobile Liability. One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

2.3 Workers' Compensation and Employers Liability. Workers' compensation limits as required by the Labor Code of the State of California. One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

2.4 Errors and Omissions Liability. Two Million Dollars (\$2,000,000) per claim.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to, and approved by, the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-

insured retentions as respects the Town, its officials, employees, agents and contractors; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the Town. The Town may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4. OTHER INSURANCE PROVISIONS.

4.1 General Liability and Automobile Liability Coverages. The General Liability and Automobile Liability insurance policies required pursuant to Sections 1.1 and 1.2 shall contain or be endorsed contain the following provisions:

4.1.1 The Town, its officials, employees, agents, contractors and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by, or on behalf of, the Consultant including materials, parts or equipment furnished in connection with such work or operations, and products and completed operations of the Consultant on premises owned, leased or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officials, employees, agents and contractors.

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

4.1.3 The Insurance Company agrees to waive all rights of subrogation against the Town, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Town's insurer.

4.1.4 Coverage shall not be canceled by either party, except after thirty (30) days prior written notice (10 days for non-payment) by regular mail has been given to the Town.

4.1.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, agents or contractors.

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

4.2 Worker's Compensation Insurance. The Worker's Compensation Policy required pursuant to Section 1.3 shall contain or be endorsed to contain the provision set forth in subsection 4.1.4 above.

4.3 Acceptability of Insurers. All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

4.3 Claims Made Policies. If any of the required policies provide claims-made coverage, the Town requires that coverage be maintained by Consultant for a period of 5 years after completion of the contract.

5. VERIFICATION OF COVERAGE. Consultant shall furnish the Town with original certificates, amendatory endorsements, and actual policies of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Town before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive consultant's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Proof of insurance shall be mailed to the following address:

Town of Portola Valley
Attn: Town Clerk
765 Portola Road
Portola Valley, CA 94028

6. SUBCONTRACTORS. Consultant shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

**AMENDMENT NO. 1 to AGREEMENT BETWEEN THE
TOWN OF PORTOLA VALLEY AND URBAN PLANNING PARTNERS**

This Amendment 1 ("Amendment") is made as of February ___, 2023, with respect to the Agreement ("Agreement") by and between the Town of Portola Valley ("Town") and Urban Planning Partners ("Consultant").

RECITALS

A. The Town and Consultant entered into the Agreement for Safety Element consulting services on August 11, 2021.

B. The Town and Consultant desire to modify the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, the Town and Consultant do hereby agree as follows:

1. Scope and Level of Service. The nature, scope and level of the specific services to be performed by Consultant is amended to include the additional tasks as set forth in Exhibit A-1 attached and incorporated.

2. Compensation. The compensation for services identified in Exhibit B of the Agreement is increased to a total not to exceed amount of \$157,835 as set forth in Exhibit B-1 attached and incorporated.

3. Agreement. Other than the amendment set forth herein, no other provisions of the Agreement are amended and all other provisions of the agreement are in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment 1 as the of the date set forth above.

TOWN OF PORTOLA VALLEY

URBAN PLANNING PARTNERS

By: _____
Mayor

By: _____
Lynette Dias, President

EXHIBIT A-1
(SCOPE AND LEVEL OF SERVICE)

The additional scope of work for the Safety Element is to include the following:

- Expanded Project Management and Coordination: preparation and attendance at up to five Committee Meetings and one community meeting/workshop
- Preparation of three separate memos for committee review and a FAQ document relating to fire and safety issues

EXHIBIT B-1
(SCHEDULE OF PERFORMANCE/BUDGET)

Portola Valley Safety Element Scope Amendment Estimated Fee

Hourly Rate:	Urban Planning Partners				Atlas Planning				DCR		Team Total
	Curtis Banks Project Director	Carla Violet Project Manager	Planner/ Support	UP Partners Total	Project Manager	Associate Planner	Assistant Planner	Atlas Planning Total	Zeke Lunder	Deer Creek Resources Total	
			\$225								
Task 1. Project Management and Coordination											
Team Meetings	8	8	2	\$ 3,700		-	-	\$ -		\$ -	\$ 3,700
Committee Coordination & Meetings (5)	12	24	2	\$ 7,960	40	6	8	\$ 8,710		\$ -	\$ 16,670
TASK 1 SUBTOTAL	20	32	4	\$ 11,660	40	6	8	\$ 8,710	-		\$ 20,370
Task 2. Administrative Draft Safety Element Review											
Develop and review policy content for Safety Element	10	22	8	\$ 7,750	18	24	16	\$ 7,760	18	\$ 3,600	\$ 19,110
TASK 2 SUBTOTAL	10	22	8	\$ 7,750	18	24	16	\$ 7,760	18	\$ 3,600	\$ 19,110
Task 3. Public Review Draft Safety Element Review											
Revise policy content for Safety Element	2	8	4	\$ 2,570	14	8	4	\$ 3,900		\$ -	\$ 6,470
TASK 3 SUBTOTAL	2	8	4	\$ 2,570	14	8	4	\$ 3,900	-		\$ 6,470
Task 4. Cal Fire Coordination/BOF Approval											
Coordinate with Cal Fire staff		2		\$ 420	6	8	4	\$ 2,460		\$ -	\$ 2,880
TASK 4 SUBTOTAL	-	2	-	\$ 420	20	16	4	\$ 2,460	-		\$ 2,880
Task 5. Final Adoption*											
Review draft meeting materials and attend two public hearings	-	-	-	\$ -	8	4	-	\$ 1,940		\$ -	\$ 1,940
TASK 5 SUBTOTAL	-	-	-	\$ -	8	4	-	\$ 1,940	-	\$ -	\$ 1,940
TOTAL LABOR ESTIMATE											
hours	32	64	16		100	58	32		18		
\$	7,200	13,440	1,760	\$ 22,400	18,000	7,250	3,040	\$ 28,290	3,600	\$ 3,600	\$ 54,290
DIRECT COSTS											
1. Subconsultant Mark-up (10%)				\$ 3,189							\$ 3,189
TOTAL MISCELLANEOUS COSTS				\$ 3,189				\$ -		\$ -	\$ 3,189
TOTAL ESTIMATED FEE											
				\$ 25,589				\$ 28,290		\$ 3,600	\$ 57,479

* Hours for Urban Planning Partners included in original contract budge