



TOWN OF PORTOLA VALLEY

Regular Meeting of the Town Council

Wednesday, March 8, 2023

7:00 P.M.

Jeff Aalfs, Mayor
Sarah Wernikoff, Vice Mayor
Judith Hasko, Councilmember
Mary Hufty, Councilmember
Craig Taylor, Councilmember

REGULAR MEETING

HISTORIC SCHOOLHOUSE - 765 Portola Road, Portola Valley, CA 94028

Item 7.a. amended on 03/06/23 to include two attachments

Remote Public Participation: Meeting participants are encouraged to submit public comments in writing in advance of the meeting. Please submit your comments using this [online form](#) by 1:00 PM on the day of the meeting. Time permitting, your correspondence will be uploaded to the website. All received questions will be forwarded to Council, Commission, or Committee members for consideration during the meeting and included in the public record. On March 1, 2023, all committees and the Town Council in Portola Valley will return to conducting in-person meetings. A Zoom link will be provided for members of the public to participate remotely; however, the Town cannot guarantee there will be no technical issues with the software during the meeting. For best public participation results, attending the meeting in-person is advised.

Assistance for People with Disabilities: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at (650) 851-1700 or by email at mthurman@portolavalley.net. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

Judith Hasko will be attending the meeting remotely at the following public location:

JW Marriott Grosvenor House London, Boardroom
86-90 Park Ln
Mayfair, London, W1K 7TN

VIRTUAL PUBLIC PARTICIPATION VIA ZOOM

To access the meeting by computer:

<https://us06web.zoom.us/j/82077617264?pwd=WXFSUVRuSkhuU3lsQm5yTDZYajFPZz09>

Webinar ID: 820 7761 7264

Passcode: 763171

To access the meeting by phone:

1-669-900-6833 or 1-888-788-0099 (toll free)

Mute/Unmute – Press *6 / Raise Hand – Press *9

Residents have asked if they are able to see a list of participants in Zoom webinar-meetings. Craig Hughes has put together a simple website integrated with Zoom data to provide this for Town webinars. You can visit the site at <https://pv-zooms.rungie.com/> which will show a list of meetings. Clicking on a meeting will then display all participants in the meeting, as well as those who had been in the meeting but have left. The site will only show meetings once they have started and the first participant has joined.

1. CALL TO ORDER
2. REPORT OUT OF CLOSED SESSION
3. ORAL COMMUNICATIONS

Persons wishing to address the Town Council on any subject may do so now. Please note, however, that the Council is not able to undertake extended discussion or action tonight on items, not on the agenda. Speakers' time is limited to three minutes.
4. PRESENTATIONS/ANNOUNCEMENTS
 - a. Receive a Presentation from Assemblyman Marc Berman
 - b. Receive Annual Report Regarding the Portola Valley Farmers Market

5. STUDY SESSION

- a. Hold a Study Session with the Town Lobbyist

6. CONSENT AGENDA

The following items are voted on at once by the body, unless a member of the body requests an item be considered separately. Members of the public are permitted to comment on any item on the consent calendar before the body votes on the consent agenda.

- a. **Approval** of Action Minutes for the Regular Meeting of February 22, 2023
- b. **Approval** of Warrant List
- c. **Approval** of Amendment to Two Contracts with Urban Planning Partners for the Housing Element and Safety Element
- d. **Approve** Charter Amendment to the Geological Safety Committee to Include a Regular Meeting Schedule
- e. **Approve** Charter Amendment to the Wildfire Prevention Committee to Remove a Liaison from the Emergency Preparedness Committee and to Lower the Membership to Five Members from Seven
- f. **Approve** the Re-Write and Update of the Open Space Charter Amendment

7. REGULAR AGENDA

- a. **Accept** Colleagues Memo from Vice Mayor Sarah Wernikoff Entitled “Founders Award for Lifetime Contributions to the Town of Portola Valley”
- b. **Adoption** of FY 2023-24 Council Priorities

8. COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS

Oral and written reports arising out of liaison appointments to both in-town and regional committees and initiatives. *The Town Council does not take action under this agenda item.*

9. TOWN MANAGER REPORT

There are no written materials and the Town Council does not take action under this agenda item.

10. ADJOURNMENT

The next Regular Town Council meeting will be held on March 22, 2023 at 7:00 p.m.

Land Acknowledgement:

The Town of Portola Valley acknowledges the colonial history of this land we dwell upon—the unceded territory of the Ramaytush (rah-my-toosh) Ohlone, Tamien Nation, and Muwekma (mah-WEK-mah) Ohlone, who endured a human and cultural genocide that included removal from their lands and their sacred relationship to the land. Portola Valley recognizes that we profit from the commodification of land seized from indigenous peoples and now bear the ecological consequences. We seek to understand the impact of these legacies on all beings and to find ways to make repair.



TOWN OF PORTOLA VALLEY

Regular Meeting of the Town Council

Wednesday, February 22, 2023

7:00 P.M.

Jeff Aalfs, Mayor
Sarah Wernikoff, Vice Mayor
Judith Hasko, Councilmember
Mary Hufty, Councilmember
Craig Taylor, Councilmember

MINUTES

1. **CALL TO ORDER** – The meeting began at 7:06 p.m. Councilmembers Hasko, Hufty, Taylor and Wernikoff were present. Mayor Aalfs was absent.

2. **REPORT OUT OF CLOSED SESSION** - None

3. **ORAL COMMUNICATIONS**

The following members of the public spoke during Oral Communications:

- Rita Comes
- Kristi Corley
- Dave Pidwell
- Vic Scachter
- David Cardinal
- Jon Silver

4. **STUDY SESSION**

a. Hold a Study Session Discussion with Supervisor Ray Mueller

Ray Mueller, Supervisor, held a Study Session with the Town Council.

The following members of the public spoke during this item:

- Rita Comes
- Caroline Vertongen
- Kristi Corley
- Betsy Morgenthaler
- Greg Franklin

5. **CONSENT AGENDA**

The following members of the public spoke regarding the Consent Agenda:

- Rita Comes
- Caroline Vertongen
- Kristi Corley

Judith Hasko, Councilmember, requested to pull Items A, B and E of the Consent Agenda.

Judith Hasko, Councilmember, read a number of suggested edits to the meeting minutes.

M/S Taylor/Huft to approve Item A, as amended. **Motion carried 4-0-1 by roll call vote with Mayor Aalfs absent.**

Judith Hasko, Councilmember, presented questions regarding the warrant list to staff.

M/S Hufty/Taylor to approve Item B. **Motion carried 4-0-1 by roll call vote with Mayor Aalfs absent.**

Judith Hasko, Councilmember, presented questions regarding Item E to staff.

M/S Taylor/Huft to approve Item E. **Motion carried 4-0-1 by roll call vote with Mayor Aalfs absent.**

M/S Hasko/Huft to approve Items C and D. **Motion carried 4-0-1 by roll call vote with Mayor Aalfs absent.**

a. **Approval** of Action Minutes for the Regular Meeting of February 8, 2023

- b. **Approval** of Warrant List
- c. **Adoption** of a Resolution Confirming the State of Emergency and Need to Continue Conducting Town Public Meetings Remotely (a) A Resolution of the Town Council of the Town of Portola Valley Confirming Existing State of Emergency and Authorizing Continued Remote Public Meetings Under AB 361
- d. **Approve** Charter Amendment to the Geological Safety Committee to Increase Membership from Five Members to Seven
- e. **Accept** Audit of the Town's Automated License Plate (ALPR) System

6. REGULAR AGENDA

- a. **Accept** Results of the ADU/JADU Survey Dated February 8, 2023

Patty Dewes, ADU Survey Representative, provided the report.

The following members of the public spoke regarding the item:

- Caroline Vertongen

Informational item only. No motion taken.

- b. **Receive** Update on Evacuation Recommendations from the Emergency Preparedness Committee

Vic Schachter, Emergency Preparedness Committee Member, provided the report.

The following members of the public spoke regarding the item:

- Rita Comes
- Caroline Vertongen
- Kristi Corley

Informational item only. No motion taken.

- c. **Review** the FY 2022-23 Mid-Year Budget Report

Cindy Rodas, Finance Director, provided the report.

The following members of the public spoke regarding the item:

- Rita Comes
- Caroline Vertongen

Discussion item only. No motion taken.

7. COLLEAGUES MEMO

- a. **Discuss** Colleagues Memo from Vice Mayor Sarah Wernikoff Entitled "Founders Award for Lifetime Contributions to the Town of Portola Valley"

Sarah Wernikoff, Vice Mayor, presented the item.

After a brief discussion, the Town Council decided to move the item to the meeting of March 8, 2023.

The following members of the public spoke regarding the item:

- Rita Comes

8. COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS

There were no verbal reports provided for this item.

9. TOWN MANAGER REPORT

Jeremy Dennis, Town Manager, presented the report verbally. During the report Town Manager Dennis announced his resignation effective March 17, 2023.

The following members of the public spoke regarding the item:

- Betsy Morgenthaler
- Rita Comes
- Jane Wilson
- Judith Murphy
- Kristi Corley
- Nan Shostak

10. ADJOURNMENT – The meeting adjourned at 11:32 p.m.

The next Regular Town Council meeting will be held on March 8, 2023 at 7:00 p.m.

Land Acknowledgement:

The Town of Portola Valley acknowledges the colonial history of this land we dwell upon—the unceded territory of the Ramaytush (rah-my-toosh) Ohlone, Tamien Nation, and Muwekma (mah-WEK-mah) Ohlone, who endured a human and cultural genocide that included removal from their lands and their sacred relationship to the land. Portola Valley recognizes that we profit from the commodification of land seized from indigenous peoples and now bear the ecological consequences. We seek to understand the impact of these legacies on all beings and to find ways to make repair.

Check Register

Check Number	Vendor Number	Vendor Name	Check Amount	Check Date	BW	Check Type
Checks for Cash Account: 910-11011-000						
2924	3	A-A LOCK & ALARM INC	320.00	03/08/23		
2925	21	ALMANAC	330.00	03/08/23		
2926	31	ANNA DOBRENSKI	1,669.42	03/08/23		
2927	39	ASCAP	30.00	03/08/23		
2928	41	AT&T	334.19	03/08/23		
2929	44	BANK OF AMERICA	6,956.74	03/08/23		
2930	53	BIG CREEK	318.45	03/08/23		
2931	78	CALIFORNIA WATER SERVICE CO	1,941.80	03/08/23		
2932	80	CALPERS	29,178.39	03/08/23		
2933	121	SCA OF CA, LLC	5,235.03	03/08/23		
2934	125	CONNIE STACK	1,091.20	03/08/23		
2935	128	COPYMAT	778.75	03/08/23		
2936	203	GREEN HALO SYSTEMS	114.00	03/08/23		
2937	218	MISSIONSQUARE RETIREMENT	27,836.88	03/08/23		
2938	283	LEAGUE OF CALIFORNIA CITIES	3,781.00	03/08/23		
2939	290	LOS GATOS ROOFING	1,000.00	03/08/23		
2940	328	NANCY LUND	149.99	03/08/23		
2941	372	PINNACLE BUILDING & DESIGN	1,000.00	03/08/23		
2942	373	PITNEY BOWES INC.	170.63	03/08/23		
2943	380	PURCHASE POWER	129.95	03/08/23		
2944	413	SANGINI MAJMUDAR BEDNER	3,520.00	03/08/23		
2945	422	SEMPER SOLARIS CONSTRUCTION	1,000.00	03/08/23		
2946	428	SHARP BUSINESS SYSTEMS	57.12	03/08/23		
2947	429	SHELLY SWEENEY	1,580.00	03/08/23		
2948	437	SMALL BUSINESS BENEFIT PLAN TR	2,667.60	03/08/23		
2949	445	STANDARD INSURANCE CO.	572.52	03/08/23		
2950	448	STATE COMP INSURANCE FUND	6,694.38	03/08/23		
2951	467	THEODORE WILSON	1,175.25	03/08/23		
2952	485	US POSTMASTER	290.00	03/08/23		
2953	489	VERIZON WIRELESS	504.29	03/08/23		
2954	505	WOODSIDE FIRE PROTECTION DISTR	125,187.38	03/08/23		
2955	690	CRUZ STRATEGIES	625.00	03/08/23		
2956	740	ALESSANDRO MORUZZI	420.00	03/08/23		
2957	744	PATTY DEWES	592.27	03/08/23		
2958	860	STEPFORD	6,656.74	03/08/23		
2959	949	PINPOINT TALENT, LLC	1,980.00	03/08/23		
2960	951	PETER KATZ	1,000.00	03/08/23		
2961	952	TOWN OF HILLSBOROUGH	60.00	03/08/23		
2962	953	DAVID BAILIS	825.00	03/08/23		
2963	954	DAVID TERPENING	600.00	03/08/23		
2964	955	GIDEL & KOCAL	1,000.00	03/08/23		
2965	956	NSA WIRELESS	2,627.50	03/08/23		
2966	957	PORTOLA RIDGE INVESTMENTS	1,000.00	03/08/23		
2967	958	THE ROOFING FRIEND	1,000.00	03/08/23		
2968	959	THERESA KERWIN	1,000.00	03/08/23		

Check Register

Check Number	Vendor Number	Vendor Name	Check Amount	Check Date	BW	Check Type
2969	960	NITTANY GRANTWORKS	3,150.00	03/08/23		
2970	961	THOMAS GEISLER	151.20	03/08/23		
2971	962	DOUGLAS LAIRD	1,000.00	03/08/23		
Check totals:						249,302.67
ACH totals:						
EFTPS totals:						
Wire transfer totals:						
Payment Manager totals:						
GRAND TOTALS						249,302.67
Check totals:						249,302.67
ACH totals:						
EFTPS totals:						
Wire transfer totals:						
Payment Manager totals:						
GRAND TOTALS						249,302.67

Check Date	Check Number	Specified Information	Net check Amount	Total Invoices Paid	Invoice Number
03/08/23	2924	A-A LOCK & ALARM INC Service Call, Repair Malfunctioning Lock	320.00	320.00	306786
	2925	ALMANAC January Publishing	330.00	330.00	77969
	2926	ANNA DOBRENSKI Deposit Refund, 175 Fawn Lane Deposit Refund, 175 Fawn	1,669.42	325.00 1,344.42	BLDR0032-2020 BLDR0169-2019
	2927	ASCAP Remaining Balance for Music License FY 2022-2023	30.00	30.00	2023_RENEWAL-2
	2928	AT&T January Statement January Statement January Statement	334.19	53.31 227.73 53.15	000019462193 000019462194 000019462195
	2929	BANK OF AMERICA December Statement	6,956.74	6,956.74	1388-DEC22
	2930	BIG CREEK Toyon Trail Volunteer Project	318.45	318.45	1817556
	2931	CALIFORNIA WATER SERVICE CO Water Service 01/12/23 - 02/09/23	1,941.80	1,941.80	JAN-2023
	2932	CALPERS January Retirement- CLASSIC January Retirement- PEPRA	29,178.39	18,200.15 10,978.24	100000017025844 100000017025861
	2933	SCA OF CA, LLC December Qtrly Litter/Street Clean	5,235.03	5,235.03	104967CS
	2934	CONNIE STACK Winter 2023 Classes	1,091.20	1,091.20	WINTER- 2023
	2935	COPYMAT ADU Mailer	778.75	778.75	23-016
	2936	GREEN HALO SYSTEMS February Hosting-Access	114.00	114.00	4092
	218	MISSIONSQUARE RETIREMENT			

Check Date	Check Number	Specified Information	Net check Amount	Total Invoices	Invoice Number
				Paid	
03/08/23	2937	Defer Comp, January 2023	27,836.88	14,850.26	JAN_2023
		Defer Comp, February 2023		12,986.62	FEB_2023
Vendor:	283	LEAGUE OF CALIFORNIA CITIES			
	2938	Annual Dues Peninsula Division FY- 2023	3,781.00	300.00	1711
		2023 Annual Member Dues		3,481.00	643496
Vendor:	290	LOS GATOS ROOFING			
	2939	Deposit Refund, 35 Dos Loma Vista	1,000.00	1,000.00	BLDR0160-2022
Vendor:	328	NANCY LUND			
	2940	Reimbursement - MS Office	149.99	149.99	FRRC-23-3
Vendor:	372	PINNACLE BUILDING & DESIGN			
	2941	Deposit Refund, 501 Portola #11D	1,000.00	1,000.00	BLDR0151-2022
Vendor:	373	PITNEY BOWES INC.			
	2942	Postage Meter Rental, 11/29/22 - 02/26/2023	170.63	170.63	1022481349
Vendor:	380	PURCHASE POWER			
	2943	Postage Meter Late Fees	129.95	129.95	7931_FEB23
Vendor:	413	SANGINI MAJMUDAR BEDNER			
	2944	Winter 2023 Classes	3,520.00	3,520.00	WINTER- 2023
Vendor:	422	SEMPER SOLARIS CONSTRUCTION			
	2945	Deposit Refund, 14 Hawk View	1,000.00	1,000.00	BLDR0130-2022
Vendor:	428	SHARP BUSINESS SYSTEMS			
	2946	January Copies	57.12	57.12	9004186962
Vendor:	429	SHELLY SWEENEY			
	2947	Winter 2023 Classes	1,580.00	1,580.00	WINTER- 2023
Vendor:	437	SMALL BUSINESS BENEFIT PLAN TR			
	2948	March Dental/Vision	2,667.60	2,667.60	MARCH-2023
Vendor:	445	STANDARD INSURANCE CO.			
	2949	LTD/Life Premium	572.52	572.52	2023-FEB
Vendor:	448	STATE COMP INSURANCE FUND			
	2950	WC Premium, 02/19/2023-03/19/2023	6,694.38	6,694.38	1001375783
Vendor:	467	THEODORE WILSON			

Check Date	Check Number	Specified Information	Net check Amount	Total Invoices Paid	Invoice Number
03/08/23	2951	Deposit Refund, 150 Stonegate	1,175.25	1,000.00	BLDR0200-2021
		Deposit Refund, 150 Stonegate		175.25	PLN_ARCH0012-20
Vendor:	485	US POSTMASTER			
	2952	Annual Bulk Mail Permit Renewal 2023	290.00	290.00	PERMIT#581_2023
Vendor:	489	VERIZON WIRELESS			
	2953	January Cellular	504.29	504.29	9926195136
Vendor:	505	WOODSIDE FIRE PROTECTION DISTR			
	2954	CERP Coordinator October - December 2022	125,187.38	9,421.29	133_PV
		CERP Coordinator January - March 2023		9,986.56	134_PV
		7/1/22-1/31/23 Fire Mitigation Crew/Storm/TPV Properties		105,779.53	WFFPD CREW-1015
Vendor:	690	CRUZ STRATEGIES			
	2955	Government Relations Consulting - February	625.00	625.00	2598
Vendor:	740	ALESSANDRO MORUZZI			
	2956	Winter 2023 Classes	420.00	420.00	WINTER- 2023
Vendor:	744	PATTY DEMES			
	2957	Skedda - Annual Court Reservation Fee	592.27	390.00	FRRC-23-2
		Reimbursement - ADU Survey Team Posters		202.27	FRRC-23-1
Vendor:	860	STEPFORD			
	2958	Onsite Field Services - December	6,656.74	2,700.00	2306028
		Onsite Field Services - December		1,237.50	2306029
		Sophos Anti-Virus Software for Desktop & Server		2,691.24	2301137
		Microsoft Office 365 Plan		28.00	2301086
Vendor:	949	PINPOINT TALENT, LLC			
	2959	Temp Service, H. Singh 2/13/23 - 2/19/23	1,980.00	1,980.00	5645
Vendor:	951	PETER KATZ			
	2960	Refund Deposit - Event Date: 10/15/22	1,000.00	1,000.00	PRCH219
Vendor:	952	TOWN OF HILLSBOROUGH			
	2961	Council of Cities Dinner Meeting, Jeff Aalfs	60.00	60.00	02242023
Vendor:	953	DAVID BAILIS			
	2962	Deposit Refund, 107 Degas	825.00	456.25	BLDM0008-2021
		Deposit Refund, 107 Degas		281.25	PLN_PAR00022021
		Deposit Refund, 107 Degas		87.50	PLNTREE00602021

Check Date	Check Number	Specified Information	Net check Amount	Total Invoices Paid	Invoice Number
Vendor: 954	2963	DAVID TERPENING Deposit Refund, 56 Granada	600.00	600.00	PLN_PAR00132021
Vendor: 955	2964	GIDEL & KOCAL Deposit Refund, 150 Portola	1,000.00	1,000.00	BLDC0003-2022
Vendor: 956	2965	NSA WIRELESS Deposit Refund, Alpine/Westridge Verizon Location	2,627.50	2,627.50	PLN_USE00032017
Vendor: 957	2966	PORROLA RIDGE INVESTMENTS Deposit Refund, 118 Mapache	1,000.00	1,000.00	BLDR0035-2022
Vendor: 958	2967	THE ROOFING FRIEND Deposit Refund, 6 Acorn	1,000.00	1,000.00	BLDR0155-2022
Vendor: 959	2968	THERESA KERWIN Deposit Refund, 415 Cervantes	1,000.00	1,000.00	BLDR0113-2020
Vendor: 960	2969	NITTANY GRANTWORKS Grant Research	3,150.00	3,150.00	01302023
Vendor: 961	2970	THOMAS GEISLER Reimbursement - Postage Stamps	151.20	151.20	FRRS-23-8
Vendor: 962	2971	DOUGLAS LAIRD Reissue for Ck#54634, Deposit Refund 1315 Westridge	1,000.00	1,000.00	BLDR0090-2019
Check Date Totals			249,302.67		
Grand Total			249,302.67		

TOWN OF PORTOLA VALLEY
Warrant Disbursement Journal
March 08, 2023

Claims totaling \$249,302.67 having been duly examined by me and found to be correct are hereby approved and verified by me as due bills against the Town of Portola Valley.

Date _____

Jeremy Dennis, Treasurer

Motion having been duly made and seconded, the above claims are hereby approved and allowed for payment.

Signed and sealed this (Date) _____

Melissa Thurman, Town Clerk

Mayor



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 meeting 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

EXHIBIT A



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".

Curtis Banks,
Project Director

A handwritten signature in black ink, appearing to read "Carla Violet".

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		
	Hourly Rate:	\$225	\$195	\$170	\$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												\$ 31,370	\$ 117,402

https://urbanplanningpartners.sharepoint.com/sites/FS/Shared%20Documents/Marketing/00 - Proposals - SOCx/2021/21-531%20PVHE/Proposal/Budget/PVHE%20Budget_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 to 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

By: _____
Mayor

URBAN PLANNING PARTNERS

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	\$97,395	\$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>					Total
	Curtis Banks Project Director	Carla Violet Project Manager	Planner/ Support	Word Processing		
	\$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	
	Hourly Rate:	\$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	Hours	88	142	186	80	-	-	-	-	
			\$ 19,800	\$ 29,820	\$ 30,690	\$ 10,400	\$ 90,710	\$ 40,000	\$ 50,600	\$ 9,700	\$ 17,825
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.

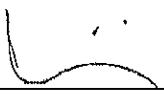
25. PRIOR AGREEMENTS AND AMENDMENTS; ENTIRE AGREEMENT. This Agreement, and any other documents incorporated herein by specific reference,

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: _____



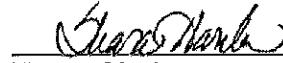
Lynette Dias

Name (printed): _____

Title: President

EIN 90-0521841

ATTEST:



Town Clerk

EXHIBIT A
(SCOPE AND LEVEL OF SERVICES)

URBAN
PLANNING
PARTNERS
INC.

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.

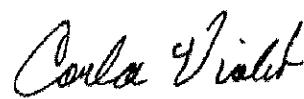
We look forward to assisting you on this project. If you have any questions regarding this proposal, please call us at (510) 251-8210.

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 hearings 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

Hourly Rate:	Urban Planning Partners				Baseline Environmental Consulting				Fehr & Peers				Daer Creek Resources		DRC Total	Team Total		
	Chris Beck Project Director	Cate Viger Project Manager	Planner Support	UP Partners Total	Brian McMillan Senior Hydrogeologist	Patrick Sutton, Environmental Officer	Esa Loo, Environmental Engineer II	Baseline Total	Associate-in-Charge	Production Charge	Project Manager	Project Planner/Engineer	Graphics/GIS	Project Coordinator	Fehr & Peers Total			
	\$225	\$195	\$115	\$225	\$180	\$170	\$255	\$280	\$185	\$170	\$150	\$140	\$200	\$200	\$200			
Phase 1: Project Initiation and Analysis																		
A Kick-off Meeting and Data Gathering	4	8	10	\$ 3,510	4	20	10	\$ 6,200	6	12	2	\$ 4,030	14	\$ 2,800	\$ 16,540			
B SB 99 Network Accessibility Analysis									14	4	16	10	\$ 13,990			\$ 13,990		
C Draft Goals and Policies	6	20	24	\$ 8,010	12	8	6	\$ 5,160	4	2	12	8	\$ 7,580	20	\$ 4,000	\$ 25,150		
D Public Outreach	6	14	16	\$ 5,320									\$ -			\$ 5,320		
PHASE 1 SUBTOTAL	hours	16	42	50		18	28	16	24	6	40	40	8	20		34		
		\$ 3,600	8,190	5,750	\$ 17,540	\$ 3,600	\$ 5,040	\$ 2,720	\$ 11,360	\$ 6,120	\$ 1,680	\$ 7,400	\$ 6,800	\$ 1,200	\$ 2,800	\$ 6,800	\$ 81,700	
Phase 2: Administrative and Draft Documents																		
A Administrative Draft and Final Draft Environmental	6	20	34	\$ 9,160					6	6					\$ 2,640	5	\$ 1,000	\$ 12,800
B Hazards Element Update									6	0	61	0	0	0		5		
PHASE 2 SUBTOTAL	hours	6	20	34	-	0	0	0	6	0	61	0	0	0	\$ 2,640	\$ 1,000	\$ 1,000	\$ 12,800
Phase 3: Adoption and Final Document																		
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	hours	10	18	8		0	0	0	0	0	0	0	0	0				\$ 6,680
TOTAL LABOR ESTIMATE	hours	32	80	92	-	16	28	16	30	6	46	40	8	20		39		
		\$ 7,200	\$15,800	\$10,580	\$ 33,380	\$ 3,600	\$ 5,040	\$ 2,720	\$ 11,360	\$ 7,650	\$ 1,680	\$ 8,510	\$ 6,800	\$ 1,200	\$ 2,800	\$ 28,640	\$ 7,800	\$ 7,800
DIRECT COSTS																		
1. Printing, Mileage, and Misc. Direct Costs (assumes the bulk of documents will be digital)															\$ 2,260	\$ 200	\$ 3,260	
2. Subconsultant Mark-up (10%)																\$ 5,026		
TOTAL MISCELLANEOUS COSTS															\$ 2,260	\$ 200	\$ 8,286	
TOTAL ESTIMATED FEE															\$ 30,900	\$ 8,000	\$ 89,466	
CONTINGENCY																		
1. Atlas Planning (SB 99 hazard mapping and mitigation strategy expertise)															\$ 9,900		\$ 9,900	
2. Direct Cost Mark-up (10%)																\$ 990		
TOTAL CONTINGENCY COSTS															\$ 9,900	\$ 10,890		
TOTAL ESTIMATED FEE WITH CONTINGENCY															\$ 40,800	\$ 8,000	\$ 100,356	
<i>This budget assumes all public hearings are virtual.</i>																		

https://urbanplanningpartners.sharepoint.com/sites/FB/Shared%20Documents/MarkEng00 - Proposals - SDOs/2021/21-633%20PVSE%20Proposal/PVSE_Budget.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 to 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 of the date set forth above.

TOWN OF PORTOLA VALLEY

By: _____
Mayor

URBAN PLANNING PARTNERS

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

<u>Hourly Rate:</u>	Urban Planning Partners			Atlas Planning			DCR	Deer Creek Resources Total	Team Total
	Curtis Banks Project Director	Carla Violet Project Manager	Planner/ Support	UP Partners Total	Project Manager	Associate Planner			
	\$225	\$210	\$110		\$180	\$125			
							Zeke Lunder		
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	\$ 19,110
TASK 2 SUBTOTAL	10	22	8	\$ 7,750	18	24	16	\$ 7,760	\$ 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	\$ -
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	\$ -
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	\$ -
TASK 5 SUBTOTAL	-	-	-	\$ -	8	4	-	\$ 1,940	\$ -
TOTAL LABOR ESTIMATE									
hours	32	64	16		100	58	32		
\$	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							\$ -	\$ -
TOTAL ESTIMATED FEE									
				\$ 25,589				\$ 28,290	\$ 3,600 \$ 57,479

* Hours for Urban Planning Partners included in original contract budge



TOWN OF PORTOLA VALLEY STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Melissa Thurman, Town Clerk 

DATE: March 8, 2023

RE: Geological Safety Committee Charter Amendment

RECOMMENDATION

The Geological Safety Committee recommends that the Town Council approve an amendment to their charter to schedule regular meetings on the second Monday of each month at 10:00 a.m.

Staff has confirmed there are no conflicts on the Town calendar for the recommended meeting schedule.

BACKGROUND

During their meeting of February 6, 2023, the Geological Safety Committee voted unanimously to hold regularly scheduled meetings on the second Monday of each month at 10:00 a.m., pending Town Council approval.

FISCAL IMPACT

There is no fiscal impact associated with the proposed charter amendment.

ATTACHMENT

1. Proposed Geological Safety Committee Charter, with Redline Amendment



TOWN OF PORTOLA VALLEY

Geological Safety Committee Charter

OBJECTIVES

To advise the Town Council, other Town bodies, and Town staff or officials as needed on geological hazards or matters related thereto.

DUTIES AND FUNCTIONS

1. The Committee shall serve only in an advisory role;
2. To review Town ordinances, policies, plan and procedures related to geological hazards;
3. To review the Town's Earthquake Preparedness and Education Program in light of geological hazards; and
4. To comment on other matters as requested by Town Council.

RESPONSIBLE TO

Town Council

COORDINATION

Council Liaison

Town Planner

Town Geologist

MEMBERSHIP

The Committee shall consist of seven members, appointed by the Mayor with Council concurrence for one-year terms. Rotating Chair to be selected by the Committee on an annual basis.

MEETINGS

The second Monday of each month at 10:00 a.m. When needed



TOWN OF PORTOLA VALLEY STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Melissa Thurman, Town Clerk 

DATE: March 8, 2023

RE: Wildfire Preparedness Committee Charter Amendment

RECOMMENDATION

The Wildfire Preparedness Committee recommends that the Town Council approve an amendment to their charter updating their membership to remove the required liaison from the Emergency Preparedness Committee (EPC), bringing the total membership number to five members: four (4) at-large members and one (1) Conservation Committee liaison.

FISCAL IMPACT

There is no fiscal impact associated with the proposed charter amendment.

ATTACHMENT

1. Proposed Wildfire Preparedness Committee Charter, with Redline Amendment



TOWN OF PORTOLA VALLEY

Wildfire Preparedness Committee Charter

MISSION

Given the inherent risk of wildfire in the Town of Portola Valley and evolving character of wildfire related events due to climate change, the Wildfire Preparedness Committee (WPC) shall advise the Town Council on ways to mitigate risks associated with wildfires.

DUTIES AND FUNCTIONS

To provide the Town Council with recommendations regarding the following:

1. *Advise on most effective and appropriate vegetation management practices to reduce wildfire danger;*
2. *Suggest opportunities to harden structures from wildfires, and regulations for future construction;*
3. *Determine potential sources of funding to implement any risk mitigation programs adopted by the Town Council;*
4. *Coordinate with the Emergency Preparedness Committee (EPC) to ensure that residents understand what steps to take in the event of a wildfire emergency, which includes assisting the EPC with communications before, during and after such emergencies;*
5. *Advise on new or more effective ways to coordinate efforts between partner agencies, volunteer groups, and town committees; and*
6. *Analyze additional options for improving wildfire preparedness as requested by the Town Council or resulting from research.*

RESPONSIBLE TO

Town Council

COORDINATION

Staff Liaison – Town Manager and other assigned staff as needed

MEMBERSHIP

The membership of this Committee shall consist of ~~five (5)~~ ~~seven (7)~~ members appointed by the Mayor in concurrence with the Town Council as follows: ~~Five~~ ~~Four~~ (54) members shall be from the public at large, ~~One (1)~~ members shall be from the EPC, and One (1) member shall be from the Conservation Committee.

As deemed necessary by the WPC, a technical advisory committee made up of experts from Town partners, agencies, and issue-area specialists may be created to advance WPC goals and priorities.

SUBCOMMITTEE STRUCTURE

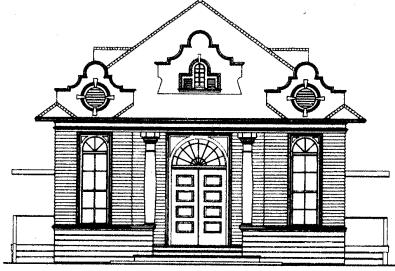
At its discretion, the WPC may establish any number of subcommittees as deemed necessary to execute its mission. Subcommittees may only be established or dissolved through a majority vote of WPC members who are in good standing.

MEETINGS

The fourth Thursday of each month at 7:00 p.m.

REPORTS

The Committee will collaborate with their Council liaison and staff liaison to determine how frequently it will make reports to the Town Council



TOWN OF PORTOLA VALLEY STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Melissa Thurman, Town Clerk 

DATE: March 8, 2023

RE: Open Space Committee Charter Amendment

RECOMMENDATION

The Open Space Committee recommends that the Town Council approve an amendment to their charter updating their charter with numerous edits in all sections.

FISCAL IMPACT

There is no fiscal impact associated with the proposed charter amendment.

ATTACHMENT

1. Proposed Open Space Committee Charter, with Redline Amendment



TOWN OF PORTOLA VALLEY

Open Space Committee Charter

OBJECTIVES

1. Support preservation of the Town's rural environment by advising the Town Council on all open space matters including analyzing mechanisms for financing and acquiring open space in the Town's locality, developing communications to foster public awareness, education, and financial support for land conservation, and serving as a liaison with local and regional open space organizations whose activities are relevant to the Town's land conservation goals.
2. Support, protect, and connect the community with the Town's open spaces and rural environment, by advising the Town Council on open space matters.
3. Coordinate with and assist other Town committees, regional agencies, and organizations on matters related to conservation, land use, recreation, and environmental issues.
4. Develop community awareness of open space opportunities and provide a yearly source of open space funding through community events sponsored by open space events subcommittee.

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DUTIES AND FUNCTIONS

1. Advise the Town Council on open space acquisition, open space maintenance, and related matters; land acquisitions, conservation easements, and the enhancement and maintenance of open space;
2. Provide analysis to the Town Council of mechanisms for the funding and acquisition of open space and assist the Town in the evaluation of financing options when specific parcels or easements have been identified for acquisition; financial oversight for the Open Space Fund and identify sources to sustain and grow our capacity for nimble acquisition and long-term protection of open space;
3. Monitor local properties, and communicate with local and regional conservation agencies and organizations whose activities are relevant to the Town's open space goals; Foster mutual awareness, education, and financial support for land conservation, wildlife corridors, and conservation easements in Portola Valley;
4. Develop communications materials to foster public awareness, education, and financial support for land conservation within the Town; Collaborate with other Town committees and local and regional agencies, organizations, and land owners on issues common to the Town's open space conservation and land use goals;
5. Make recommendations to the Town Council on public financing issues for open space acquisitions, and funding for the Town's Open Space Fund;

6. Participate in the review of the General Plan, ~~the Open Space Element, and land use ordinances relevant to open space preservation and advise the Town Council on implementing policies and goals of the General Plan, the Open Space Element, and land use ordinances that reflect the values of our community and ecosystem;~~
7. ~~Provide a yearly source of funding for the Open Space Fund by sponsoring community fund raising events sponsored by the Open Space Events Subcommittee of the Open Space Committee.~~

RESPONSIBLE TO

Town Council

COORDINATION AND LIAISON

Town Public Works

Town Planner

Town Attorney

Finance Committee

Conservation Committee

Parks and Recreation Committee

Trails and Paths Committee

Finance Committee

Local and Regional Open Space Agencies and Organizations

Parks and Recreation Committee

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MEMBERSHIP

The Committee shall consist of a maximum of 7 regular voting members appointed by the Mayor with Council concurrence, and advisory members as determined appropriate by the Council appointed by the Mayor with Council concurrence. The members serve one-year terms.

~~The Open Space Events Subcommittee shall consist of 10 members appointed by the Mayor with the concurrence of the Town Council. The Committee may form subcommittees from time to time to explore or address issues for further consideration by the Committee.~~ The Subcommittee members serve one-year terms.

MEETINGS

Meetings of the Open Space Committee ~~and the Open Space Events Subcommittee may be held separately and as needed. Will be scheduled regularly, initially every other month. Meetings may be cancelled or additional meetings may be added as needed. Committee Meetings meetings (not including subcommittee meetings) will be noticed, public, meetings and presided over by a chairperson elected by the members of the Committee (or Subcommittee), and the proceedings shall be recorded by a secretary selected by the members. One member of the Subcommittee shall be selected to serve as liaison to the Open Space Committee.~~



FOUNDERS' AWARD

NOMINATION FORM

Founders' Award for Lifetime Contributions to the Town of Portola Valley

Portola Valley's Founder's Award for Lifetime Contributions recognizes the cumulative civic engagement and leadership of longstanding volunteers in the Town of Portola Valley.

Nominee: Sue Crane

Nominator: Nancy Lund

Recommenders: Onnolee Trapp, John Richards and Chrisi Fleming

Date: March 8th 2023

Qualifications: Sue Crane represents the character of the quintessential Portola Valley volunteer in terms of dedication and commitment to town values, vision, and civility and has done so throughout her decades of volunteerism in Portola Valley.

Service to Town

- 1979: General Plan Review Committee
- 1980-1982: Planning Commission
- 1982-1990: Town Council, Mayor 1985 and 1989

Service to Community Organizations

- 1964-1973: Volunteer Pottery Teacher in PV Schools
- 1977-1982: Chair of Town Center Committee that planned for purchasing Portola Valley School and converting it into Town Center
- 1990-2001: POST, Secretary to the Board of Directors
- 2010-2021: Friends of the Library, President 2015-2018
- 2011: Committee that planned a grand sesquicentennial celebration for the school district which brought some 700 people to Town Center.
- 2014: 50th Anniversary of Incorporation Committee
- 2014-2023: Sequoias Residents' Advisory Board, sub-committees and liaison to the Town

Attachments: Nomination Letter from Nancy Lund
Letter of Recommendation from Onnolee Trapp
Letter of Recommendation from John Richards
Letter of Recommendation from Chrisi Fleming

APPENDIX

Award Criteria:

- Twenty years or more of distinguished service to the Town including on a committee, a commission and/or on the Town Council, as well as within other Town working groups, or within other Portola Valley local organizations (i.e. Portola Valley School District, Midpeninsula Regional Open Space, Friends of the Library, The Sequoias, etc.).
- Represent the character of the quintessential Portola Valley volunteer in terms of dedication and commitment to town values, vision, and civility.
- Continued and significant contributions across a broad range that have benefitted the Town of Portola Valley and its community in both formal and informal ways.
- Has not served on the Town Council for at least 5 years.
- May be awarded posthumously.

Nominating and Award Selection Process:

- Nomination can occur at any time on an ad hoc basis (vs. annually)
- Nomination must include a nomination letter, the resume of the nominee (or list of contributions), and a minimum of 3 supporting letters of recommendation, sent to the Town Manager.
- Nominees to be evaluated and recommended by a standing subcommittee of the Council.
- Nomination process will be confidential; however, nominees will be notified once nominated. The nominee would confirm their willingness to be nominated for consideration by the entire Town Council.
- Recipients will be acknowledged at a Council meeting with a plaque, as well as having their name listed on a plaque at Town Center (location TBD).
- Limit of up to 4 award recipients per year.

I am pleased to nominate Sue Crane for one of the first Founders' Awards for Community Service. She came to Portola Valley in 1964, raised three boys, was a co-founder of Ridge Winery, and still had time for an amazing amount of community services for many causes.

The highlights of this service began with appointment to the Planning Commission in 1980. She was the biggest vote getter in the election for Town Council in 1982 and served in that role for eight years. She was Mayor in 1985 and 1989. Following is a list of other roles she's played.

1964-1973: Volunteer Pottery Teacher in PV Schools

1977-1982: Chair of Town Center Committee that planned for purchasing Portola Valley School and converting it into Town Center

1979: General Plan Review Committee

1990-2001: POST, Secretary to the Board of Directors

2010-2021: Friends of the Library, President 2015-2018

2011: Committee that planned a grand sesquicentennial celebration for the school district which brought some 700 people to Town Center.

2014: 50th anniversary of incorporation committee that brought hundreds of people to town center. She was a member of the panel of 7 people each with long experience who reviewed the town's history from their personal perspectives.

2014-2023: Sequoias Residents' Advisory Board, various sub-committees and liaison to the Town

Although few in town are aware of the impressive role Sue has played through six decades, she has made this town and its residents a better place and continues to set an example for all of us.

Nancy Lund, Town Historian

From: Chrisi Fleming
Date: February 8, 2023 at 6:26:57 AM PST
To: Tor/Nancy Lund
Subject: Sue's Nomination

I second the nomination for Sue Crane to receive the Founders' Award for Community Service.

I do know that Sue has been majorly involved in the community in so many ways as is illustrated in Nancy Lund's nomination. She is such a good friend, and I admire her tremendously. I know that she is strong in character and commitment to anything she gets involved in. At 90 she recently completed a book about the founding of Ridge Winery. She stays up on everything that is going on in the community and helps keep her fellow residents at the Sequoias in the know.

She is truly deserving of the award. This has definitely been a long run of service for the past sixty years. I am proud to support her nomination.

Chrisi Fleming

8 February 2023

Jeremy Dennis, Town Manager
Town of Portola Valley
765 Portola Road
Portola Valley, Ca 94028

Dear Mr. Dennis,

I am writing in support of the nomination of Sue Crane to receive Portola Valley's first Founders' Award for Community Service. I have known Sue for many years, and have always admired her enthusiastic and contagious town activism. She not only has an outstanding record of active service to the town, but she also has been instrumental in encouraging many others, myself included, to participate in this important democratic act. Sue approaches our town challenges with clear sighted determination and optimism. Her contributions to the ongoing success of the community deserve wide recognition.

Yours sincerely,

John Richards

Resident, 1954-72, 1985-present
ASCC, 1985-1993
Planning Commission, 1994-1997
Town Council, 2009-2022
Mayor, 2013, 2018

Nomination of Sue Crane for Founder's Award for Lifetime Contributions

Grace, courage, kindness, initiative, dependability and generosity are only a few of the characteristics that qualify Sue Crane's nomination for this newly established award.

Sue has lived at The Sequoias for nearly nine years, but even before that, she became part of our community when she joined our weekly square-dancing group, bringing her young granddaughter, Rachel, to dance with us. After moving into her centrally located apartment, she quickly became an integral member of several campus groups. It was not long before she was appointed by the Resident Board of Directors to be the Sequoias liaison to the Town. Her relationship with Town Manager Jeremy Dennis kept Sequoias residents up to date about important issues in the town, and established a closer relationship with the Town for Sequoias. She became a member of the Sequoias Resident Board of Directors when the death of a board member left a vacancy in 2020; she is now completing the remainder of that term.

Inclusiveness has been important to Sue, and was recently exemplified when she and Rachel lighted the Menorah at the Town Center. That public occasion was paralleled at The Sequoias when Sue and others conducted a Hanukkah ceremony, lighting a room-size Menorah. The Lounge was filled by residents for that experience.

Always politically active and aware, Sue has campaigned for Town Council candidates who she believes will work as diligently as she has, to uphold Town values and long-term goals. She also served on regional boards, such as ABAG, when she was on Town Council. She understands the importance of thinking and working regionally while also working locally, a critical balance for those entrusted to serve the Town.

Sue's long-time involvements with Friends of the Library and the school district are legendary for the commitment that she provided that enabled both organizations to better serve adult and child residents of Portola Valley. There is no other person who has contributed as much time and talent to the Town of Portola Valley.

Onolee Trapp



TOWN OF PORTOLA VALLEY

STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Jeremy Dennis, Town Manager
Corie Stocker, Interim Assistant Town Manager 

DATE: March 8, 2022

RE: FY 2023-24 Council Priority Study Session 2 – Adoption of Priorities

RECOMMENDATION

Staff recommends that the Town Council adopt Priorities for FY 2023-24 in this second of two study sessions.

BACKGROUND

On an annual basis, the Town Council adopts “Council Priorities” that are utilized to develop the annual budget and drive Town projects. Council Priorities set the foundation for the Council’s major initiatives in the upcoming fiscal year, are the basis for major projects to support the initiatives, and are a tool that residents can use to understand the Council’s focus and track progress on meeting those goals.

On January 25, 2023, the Town Council held a workshop with the Town’s Commissions and Committees, to hear their recommended projects and initiatives for the coming fiscal year (Attachments 1 and 2). On February 9, the Council held its first study session (Attachments 3 and 4).

DISCUSSION

Draft FY 2023-24 Council Priorities

Staff is recommending, based on Council and resident input at the January 25 and February 8 meetings, that the Town Council adopt the Draft Fiscal Year 2022-23 Council Priorities (Attachment 5).

The Town Council has discussed Priorities which inspired staff to create Focus Areas. A Focus Area is a specific discipline that falls under the broader Town Council Priority umbrella,

and will help staff select projects that best fit within that area. The drafted Council Priorities, Focus Areas and example potential projects are as follows¹.

Priority 1: Safety:

Focus Area: Emergency Preparedness

Project: Completion and Implementation of the Safety Element

Project: Continue to train staff on Veoci Software

Project: Further collaborate with local jurisdictions on Evacuation Planning efforts

Focus Area: Public Safety

Project: Renegotiate the San Mateo County Sheriff's Office Contract

Focus Area: Community Preparedness and Awareness

Project: Support Neighborhood Watch efforts

Project: Provide Community preparedness information on the website

Priority 2: A Sustainable and Resilient Town

Focus Area: Continue to Lead in Sustainability

Project: Finalize and implement Climate Action Plan (CAP)

Project: Microgrid for Town Center Campus

Focus Area: Land Use/General Plan Update

Project: Update General Plan

Project: Implement Housing Element

Focus Area: Town Center Master Planning

Project: Engage Community in long-term Town Center Master Planning

Focus Area: Community Engagement

Project: Implement Committee Operations Recommendations

Priority 3: Fiscal Responsibility and Effective, Accountable Governance

Focus Area: Revenue Enhancement

Project: Research methods to increase revenue

Focus Area: Timely Fiscal Reporting

¹ The project list is not intended to be exhaustive; staff will incorporate Committee projects into the Priority model, new ideas will be developed to support Priorities over the course of FY 2023-24, and existing projects may later be deemed unnecessary to support Priorities

Project: Reinstate quarterly budget reporting

Focus Area: Operational Efficiencies

Project: Transition and Improve Council Priorities Visuals and access to website

Focus Area: Transparency

Project: Focus on updating and implementing OpenGov Transparency tools within our budgeting process and other financial information

Project: Introduce updated Energov software for community visibility and use.

FISCAL IMPACT

There is no fiscal impact associated with acceptance of this report and holding a study session on this topic. There will be substantial resource allocations made because of the completion of the Council Priorities.

ATTACHMENTS

1. January 25 Commission/Committee Workshop staff report
2. January 25 Council Meeting Minutes
3. February 8 Council Priorities Study Session 1 Staff Report
4. February 8 Council Draft Meeting Minutes
5. Draft FY 2023-24 Council Priorities Visual



TOWN OF PORTOLA VALLEY

STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Jeremy Dennis, Town Manager
Melvin Gaines, Assistant Town Manager

DATE: January 26, 2023

RE: Annual Council/Committee and Commission Workshop

A handwritten signature in black ink, appearing to read "Jeremy Dennis".

RECOMMENDATION

Staff recommends that the Town Council and attending Commission and Committee members discuss potential priorities and council/committee communications

DISCUSSION

In this second annual Workshop, the Town Council has invited the Town's Commissions and Committees to provide a venue for a broad discussion on potential projects and initiatives for the next fiscal year. This meeting is also an opportunity to discuss how Council creates its fiscal year priorities, the role of the Council Liaison, and how the Council reviews Committee recommendations. This workshop is intended to be informal and interactive, and will inform the Council's priority setting process, to begin at the February 8, 2023 Council meeting, and the subsequent FY 2023-24 budget.

Below is the agenda for the workshop. Note that each committee will present their materials at the meeting; some committees prefer to make an oral presentation, or will have a power point. The Wildfire Preparedness Committee provided their materials in advance of publication of this report (Attachment 1).

Council/Commission/Committee Workshop

1. Intros
2. Why have a workshop?
3. Description of Council Priority process
4. Sharing of FY 2022-23 potential priorities (high level information sharing and discussion)
 - a. Committees
 - b. Commissions
 - c. Council

5. Next steps

- a. Council Priority Setting – February and March sessions
- b. Council Priority Setting – finalized March/April
- c. Committee 2022 annual reports – April/May
- d. Council Priorities shared with Committees
- e. Draft FY 2023-24 Budget - May

6. Adjourn workshop

ATTACHMENT

- 1. WPC materials



TOWN of PORTOLA VALLEY

Town Hall: 765 Portola Road, Portola Valley, CA 94028 - Tel: (650) 851-1700 Fax: (650) 851-4677

Town Council Meeting Summary – January 25, 2023

1. The Town Council took the following actions at their January 25 meeting:
 - Held a budget study session with the Town's Committees; chairs shared their committees' thoughts on items to include as part of the FY 2023-24 budget and Council Priorities. Details from their discussions will be included in the FY 2023-24 Council Priorities study session (one of two) on February 8
 - Discussed next steps on the remaining steps on the adopting of the Town's Draft Housing Element. The Council provided direction to staff that zoning updates to support the draft element may be bifurcated from the adoption of the plan and associated general plan conformity work. Additional direction included that staff should continue to work diligently to complete this work as quickly as possible and complete work in approximately the next sixty days (work must be completed no later than 120 days after the January 31 deadline to not trigger additional penalties). If special meetings are necessary, staff will provide a timeline to accommodate them
 - Accepted the FY 19-20 audit. The FY 20-21 and 21-22 audits are expected to be completed before staff presents the FY 2023-24 draft budget
 - Created a council subcommittee of Vice Mayor Wernikoff and Councilmember Taylor to undertake a thorough review of the Handbook with the objectives of: 1) assuring the Handbook fully supports current needs of the Town's volunteers, and volunteer bodies, including the Council, Town commissions and Town committees, and staff; 2) clarifying/refining, modernizing, and augmenting policies and procedures as appropriate; and 3) identifying opportunities for improved operational efficiency. The review will require input and guidance from the Town attorney, and other staff, as well as input from commission and committee volunteers. The goal of the subcommittee is to return to Council with proposed updates to the Handbook for discussion and consideration by the Council.
 - Created an ad hoc subcommittee of Vice Mayor Wernikoff and Councilmember Hasko to work on the establishment of a lifetime contributions award that would recognize the cumulative civic engagement and leadership of longstanding volunteers in the Town of Portola Valley to be awarded based on a nominating process and clear criteria for recipients
 - Created an ad hoc subcommittee of Councilmembers Hufty and Taylor to create a Code of Ethics for the Town Council, Commissions/Committee members, and staff
 - Support a General Plan Discussion Group that will utilize Town resources to provide educational opportunities and increase awareness and inclusiveness for residents to learn more about the General Plan
 - Appointed Terry Hicks to the Historic Resources Committee – congratulations Terry!
 - Appointed Betsy Morgenthaler to the Open Space Acquisition Advisory Committee – congratulations Betsy!
 - Approved changes to the charter for the Wildfire Preparedness Committee amending its meeting time to the 4th Thursday of each month (still at 7:00 P.M.)
 - Authorized the Mayor to enter into a contract with [LandEcon Group](#) for the preparation of a fiscal impact analysis and report for the Stanford "Wedge" housing project, and approve a budget for the analysis in the amount of \$33,750 (paid by the applicant)

- Tabled charter changes to the Open Space Acquisition Advisory Committee until a later date.
 - Tabled a colleagues memo to February 8 to discuss a proposed Process for Implementation of Sunrise Provision of Housing Element
2. Future Council meetings will include the following agenda items (schedule is subject to change):
- February
 - Draft Housing Element Discussions
 - Quarter Two update on FY 2022-23 Town Council Priorities
 - FY 2023-24 Council Priority Discussion (one of two discussions)
 - Mid-Year Budget Report
 - Study session with Town Lobbyist
 - State updates with Senator Josh Becker
 - County updates with new County Supervisor Ray Mueller
 - March
 - Draft Housing Element Adoption
 - FY 2023-24 Council Priority Discussion (second of two discussions)
 - ADU Survey Results
 - Future meetings
 - Housing Element Adoption
 - Fire Code Ratification
 - Climate Action Plan

Please click [here](#) should you wish to review materials from this meeting; to subscribe to these summaries, click [here](#) and [choose](#) “Council Meeting Updates” under “News”. Zoom video recordings and previous meeting summaries are available [here](#).



TOWN OF PORTOLA VALLEY STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Jeremy Dennis, Town Manager
Corie Stocker, Interim Assistant Town Manager 

DATE: February 8, 2023

RE: Council Priority Study Session (FY 2022-23 Council Priority Update and FY 2023-24 Council Priorities Development Discussion)

RECOMMENDATION

Staff recommends that the Town Council hold their first of two study sessions on the FY 2023-24 Council Priorities, and review progress on the FY 2022-23 Council Priorities by accepting the 2nd Quarter report.

BACKGROUND

Since Fiscal Year 2015-16, the Town Council has undertaken a priority-setting process that consists of the Council identifying high-level Town priorities with specific efforts that support those priorities over the fiscal year. This selection of top priorities has been an effective way of directing resources, aligning staff efforts, and communicating clearly about the Town's areas of focus. Council priorities guide the Town's budget development and Town Council's appropriation of budget resources.

Council priorities, as informed by committee and commission input, form the basis for the development of the annual budget. Council priorities are typically distinct from the actions, projects and/or programs that support the implementation of Council priorities. Actions, projects, and/or programs may change over the course of the fiscal year as new ways are found to support the council priority; any significant additions or deletions from that list must be agreed to by the Town Council.

Fiscal Year 2023-24 Budget Process

As with previous years, the formal kickoff of the annual budget process begins with a workshop between the Town Council and committees/commissions. This year's workshop was held on January 25, 2023. This February 8, 2023, Council Priority Study Session is the second step in the Town's annual budget process.

The planned Fiscal Year 2023-24 budget process includes the following public meetings:

- January 25, 2023, Annual Council/Committee and Commission Workshop
- February 8, 2023, Fiscal Year 2023-24 Council Priority Study Session One
- March 8, 2023, Fiscal Year 2023-24 Council Priority Study Session Two
- May 10, 2023, Not for Profit Agency Funding Requests
- June 14, 2023, Proposed Fiscal Year 2023-24 Budget Hearing
- June 28, 2023, Fiscal Year 2023-24 Budget Adoption

DISCUSSION

1. Fiscal Year 2022-23 Council Priorities Update – Quarter Two

In March 2022, the Town Council adopted five Fiscal Year 2022-23 Council Priorities:

- Wildfire/Emergency Preparedness: 12 Actions/Projects/Programs
- Diversity, Equity, and Inclusion: 1 Action/Project/Program
- Land Use Projects and Programs: 5 Actions/Projects/Programs
- Sustainability: 5 Actions/Projects/Programs
- Operational and Service Delivery Enhancements: 11 Actions/Projects/Programs

A quarter one (July 1, 2022 through September 30, 2022) update on the Council Priorities, including the status of implementation, significant accomplishments, and upcoming milestones was provided to the Town Council November 9, 2022.

This report covers the quarter two (July 1, 2022 through December 31, 2022) update on the Council Priorities (Attachment 1). As shown in Table 1 below, of the 34 Council Priority Projects, 1 projects has been completed, 29 are in progress, and 4 have not begun. This is a very early point in the implementation of FY 2022-23 Council Priorities, so this level of progress is expected.

Table 1: Summary of Project Status	Count
Projects Completed	3
Projects in Progress	28
Projects Not Started	3
Total Projects	34

Significant Accomplishments & Upcoming Milestones

Council Priority: Wildfire/Emergency Preparedness

Significant Accomplishments

- Complete and implement the State mandated Safety Element: Public draft safety element released October 10, 2022. Received comments from 3 committees.
- Home Hardening/Defensible Space Code Updates: Adopted.
- Evacuation study implementation: Council accepted the Evacuation Study July 13, 2022.
- Launch Veoci virtual EOC tool and support WPV-Ready: tool has been launched and training is ongoing.

Upcoming Milestones

- Complete and implement the State mandated Safety Element: Planning Commission review of Safety Element.
- Adopt the updated Fire Codes: Fire code updates expected.

Council Priority: Land Use Projects and Programs

Significant Accomplishments

- Update the Town's Housing Element: Draft Housing Element submitted to HCD
- Support Town Council public engagement enhancement efforts: new newsletter format

Upcoming Milestones

- Update the Town's Housing Element: Review of HCD comments

Council Priority: Operational and Service Delivery Enhancements

Significant Accomplishments

- Recruit, hire and onboard staff: Development Review Technician hired.
- Implement technology and software improvements: Piloting use of project management software. Veoci virtual EOC software is in use.
- Determine the appropriate service model and transition IT services: Led competitive bid process and selected STEPFORD, Inc. as IT managed services provider.

Upcoming Milestones

- Recruit, hire and onboard staff: Hiring a Maintenance Worker and Finance technician or contract employees to fill these positions.
- Better serve and utilize Town Committees: Council to work with staff to scope this project.
- Implement technology and software improvements: Completion of EnerGov transition
- Complete the Annual Financial Audit for FY 2021-22 and any outstanding years: FY 2019-20 audit to be reviewed by Council in November 2022. FY 2020-21 audit to be reviewed by Council in February 2023.

Council Priority: Sustainability

Significant Accomplishments

- Adopt the Green Building Ordinance: Green building ordinance adopted.

Upcoming Milestones

- Adoption of Sustainability Committee Recommendations: Monthly Sustainability Public Service Announcements, building electrification ordinance recommendations, drought preparation activities.

In April, staff will present the 3rd Quarter Council Priority Update report. If the Town Council wishes to alter the current years' priorities, refocus staff/committees on different projects or actions that support the current council priorities, or make any other changes, this study session is an appropriate time to have that discussion

2. Council Discussion of Potential Fiscal Year 2023-24 Priorities

Staff recommends a robust Council discussion on potential priorities for the coming fiscal year. With the election of three new councilmembers, staff recommends that the Council hold

their discussion without additional staff-generated ideas at this time. Should the Council wish to hear from staff on other potential priorities and projects, staff can bring them to the March 8 council meeting.

Annual Council and Committee/Commission Workshop

At the January 25, 2023 Town Council meeting, committee/commission representatives shared their ideas for FY 2023-24 activities and budget needs. Of the Town's nineteen committees/commissions, nine participated in the meeting, collectively making \$56,250 in budget requests. Committee/Commission proposed activities and budget requests are summarized in Table 1, below.

BPTS, Conservation and Emergency Preparedness Committees will share additional ideas before the final Council Priority study session on March 8. Staff will also reach out the Cultural Arts Committee

Table 1: Committee/Commission Proposed Activities and Budget Requests

Committee/Commission	Proposed Activities	Budget Request
Emergency Preparedness Committee	Will finalize discussion of committee priorities on February 2; Evacuation study support (in conjunction with WFPD, Sheriff's Office and County Department of Emergency Management; communication infrastructure to support CERT integration; Safety Element support; mailings to all residents with emergency/Zonehaven information	No specific request, anticipated between \$10-\$15,000
Geologic Safety Committee	Continue review of Safety Element; will finalize discussion of committee priorities in early February; mapping historical fault structures; utility resiliency;	Under \$5,000 suggested
Historic Resources	Scanning and uploading archive materials	No specific request
Nature and Science Committee	Host four events: 1) Star Party, 2) Soil Health/Compost Day (and considering other events)	\$2,500
Open Space Acquisition Advisory Committee	Community engagement on open space and defining current protections; outreach and communications (signage for current open space); determining maintenance of open space with available funds	No specific request
Parks and Recreation Committee	Pickleball support (new nets and storage); reviewing court usage; new scheduling system for All Sports Court; long-term dog park location; game/teen night at Town Center	No specific request
Sustainability Committee	Continued review of the Safety Element; Increased education and outreach; working on smart water meter implementation; loaner devices for checking out of library; Climate	Approximately \$10,000

	Action Plan; water efficiency landscape ordinance update	
Trails and Paths Committee	New Trail map and reviewing easements to support general trail use and Safe Routes for Schools; working with Public Works on annual trails improvements (including Safe Routes for Schools)	No specific request
Wildfire Preparedness Committee	Wildfire Preparedness Fair support; Firewise Community support; grant writer support; 10 year fire mitigation planning	See Attachment 2

Next Steps

Town staff will evaluate the workload impacts and resource needs of proposed priority efforts and recommend Fiscal Year 2023-24 Council Priorities and priority efforts at the March 23, 2023 Council Priority Study Session Two based on this study session.

FISCAL IMPACT

There is no fiscal impact associated with acceptance of this report and holding a study session on this topic. Staff will submit budget appropriation requests to the Town Council for approved priority efforts at the June 8, 2023 Town Council meeting when the proposed Fiscal Year 2023-24 budget hearing will be held.

ATTACHMENTS

1. FY 2022-23 2nd Quarter Council Priorities Update
2. Wildfire Preparedness Committee funding sheet



TOWN of PORTOLA VALLEY

Town Hall: 765 Portola Road, Portola Valley, CA 94028 ~ Tel: (650) 851-1700 Fax: (650) 851-4677

Town Council Meeting Summary – February 8, 2023

1. The Town Council took the following actions at their February 8th meeting:

- Discussed a Colleagues Memo from Councilmembers Hasko and Taylor entitled “Proposed Process for Implementation of Sunrise Provision of Housing Element”. The Council authorized Councilmembers Hasko and Taylor to refine the provision with additional detail to be reviewed by the Council. Under this item, the Council also reviewed the current timeline to adopt the Housing Element by the end of March, with two meetings of the Planning Commission on February 15 (mitigated negative declaration response to comments and Fire Marshal comments) and March 1 (formal recommendation to Town Council), and at least two Council meeting on March 22 (review full scope of work) and March 29 (continued discussion of all Housing Element-related items). The Council also agreed that March 15 should be available for a meeting as necessary

The Council agreed to remove the inclusionary housing fund work from this particular process; work on the fund is currently slated to be completed by the end of this fiscal year. The Council created a subcommittee of Councilmembers Hasko and Hufty to oversee the development of the fund’s policies

- Approval of the Whites’ request for waiver of planning fees in the amount of \$186,890.37 to support the Willow Commons Supportive Housing project to be supported by the General Fund. Vice Mayor Wernikoff and Councilmember Hasko were recused from the discussion
- Held the first of two study sessions on the FY 2023-24 Council Priorities, and reviewed progress on the FY 2022-23 Council Priorities by accepting the 2nd Quarter report. The Council agreed to a framework that would include priorities such as safety, fiscal responsibility and effective governance, revenue enhancement, land use and planning, ensuring a relationship to the Town’s General Plan. The Council also discussed multi-year strategic planning efforts around staffing, revenue and campus planning
- Added \$25,000 to the Jarvis Fay LLP Legal Services Agreement for legal advice on the California Environmental Quality Act (CEQA) issues related to the Housing Element Update and associated documents
- Appointed Ivy Margolis to the Cultural Arts Committee. Congratulations Ivy!
- Appointed Linda Millard to the Nature and Science Committee. Congratulations Linda!
- Appointed Randy True to the Emergency Preparedness Committee. Congratulations Randy!
- Appointed Robert Wrucke to the Geologic Safety Committee. Congratulations Robert!
- Appointment of Maryann Berkowitz to the Parks and Recreation Committee was continued to a future meeting

2. Items mentioned during the Council Liaison/Town Manager reports (note that Councilmembers are providing written materials for their liaison reports in the packet):

- The Town is working with the Sheriff’s Office to schedule a public safety towards the end of February. Stay tuned for details!

3. Future Council meetings will include the following agenda items (schedule is subject to change):

- February
 - Draft Housing Element Discussions
 - Mid-Year Budget Report
 - Study session with Town Lobbyist
 - State updates with Senator Josh Becker
 - County updates with new County Supervisor Ray Mueller
- March
 - Draft Housing Element Adoption
 - FY 2023-24 Council Priority Adoption (second of two discussions)
 - ADU Survey Results
- Future meetings
 - Housing Element Adoption
 - Fire Code Ratification
 - Climate Action Plan
 - Annual Housing Element Update (for the 2015-2023, or 5th, Cycle)
 - Annual Report for the Farmers Market
 - Updates on Evacuation Planning Efforts
 - State updates with Assemblyman Mark Berman
 - 2022 Annual Reports from Committees

Please click [here](#) should you wish to review materials from this meeting; to subscribe to these summaries, click [here](#) and choose “Council Meeting Updates” under “News”. Zoom video recordings and previous meeting summaries are available [here](#).



Safety

The Town plans to focus on minimizing and mitigating safety risks while maximizing resident and visitor safety to support an aware and prepared community.



A Sustainable & Resilient Town

While change may be required, ensuring that any change in the community is balanced, tempered, and minimized by thoughtful analysis and programming to continue to protect the best of Portola Valley.



Fiscal Responsibility and Effective, Accountable Governance

The Town Council's commitment to accountability and transparency continues with this priority, ensuring long term fiscal health, information availability and accountability of government.

- Emergency Preparedness
- Public Safety
- Public Preparedness and Awareness

- Continue to Lead in Sustainability
 - Land Use/General Plan Update
 - Town Center Master Planning
 - Community Engagement

- Revenue Enhancement
- Timely Fiscal Reporting
- Operational Efficiencies
- Transparency
- Long Term Planning

The Town of Portola Valley is committed to being a leader in demonstrating the importance of Diversity, Equity, and Inclusion in all Town initiatives. The General Plan supports and informs development and implementation of the Council Priorities.