



1 North San Antonio Road
Los Altos, California 94022-3087

MEMORANDUM

DATE: 8/24/21

TO: Councilmembers

FROM: City Manager

SUBJECT: COUNCIL Q&A FOR THE AUG 24, 2021 CITY COUNCIL REGULAR MEETING

Regular Meeting

Minutes

- Under Special Items, please add that Supervisor Simitian was also there for the Presentation. J. Logan introduced him.
- Please add Roberta's last name wherever she is mentioned in public comments. Her last name is Phillips.
- Under Item #6, after "Discussion commenced", please add this: "Based on the discussion, Mayor Fligor recommended that the Council continue the item."
- Item 8-Please add after the sentence that the motion was seconded by Lee Eng: "Mayor Fligor clarified that the intent was to assess whether the speed tables needed to be adjusted based on the feedback while maintaining the speed tables effectiveness."
- Under Staff Report/Future Agenda items, please add after Conference discussion that: "Mayor Fligor and Councilmember Weinberg were the only 2 Councilmembers who indicated they were interested in attending."

Noted, please see updated DRAFT Minutes.

Agenda Item 2

- Please explain what the \$109,000 will provide us. I would like what services R3 is providing that Mission Trails is not able to provide.

R3 Consulting Group, Inc. is the City's on-call solid waste consultant; Mission Trail Waste System (MTWS) is the City's refuse and recycled materials collection franchise hauler. Their roles are very different—similar to the differences between an architect and a building contractor.

R3 is a specialty firm that supports cities and counties throughout California and the West Coast with trash, recycling, and organics recycling assistance. For more than a decade, they have supported the City with solid waste services, including procurement and negotiation, financial rate setting analysis, legislative compliance, permitting and regulations, and solid waste planning.

MTWS' mission is to collect and haul the City's refuse and recycled materials to Newby Island Landfill and recycling processing facilities, respectively. They have provided this service under a franchise agreement with the City since 2010.

R3 will support the City with negotiating a new disposal contract with Republic Services to continue disposal of Los Altos refuse at Newby Island Landfill, or perhaps at another landfill. They will also support the City with solid waste planning and implementation assistance for Senate Bill (SB) 1383, SB 1383 Waiver Evaluation Site Visits, inspections and monitoring, 2020 Electronic Annual Report compilation and submittal (this is submitted in 2021), ongoing support for the implementation of the solid waste ordinance, MTWS and Republic Services contract management assistance, audit and review of MTWS's annual rate adjustment, and as-needed on-call solid waste support. MTWS will be responsible for ensuring that all accounts are in compliance with the law and monitor pickups. The effort to plan and implement SB 1383 will be a collective effort.

R3 has the expertise, experience and knowledge of California's stringent solid waste diversion and greenhouse gas reduction requirements. They will help the City to plan, implement, and comply with SB 1383's complicated and demanding mandates.

Additionally, the City will be entering into negotiations for a new agreement to dispose of the City's municipal solid waste. The current agreement with Republic Services has been in place since 2002 and will end November of 2023. R3 is more than qualified to support the City in disposal contract negotiations. Their broad experience negotiating solid waste franchise agreements, most of which include landfill disposal as an included post-collection service, and deep knowledge of Los Altos' solid waste service structure and collection franchise agreement, along with the "lay of the land" for Bay Area landfills, is key to the negotiations. As a result of this long-standing experience, R3 is intimately familiar with the relevant contractual terms and conditions associated with landfill disposal contracts and negotiates large, more complex and more risk-laden contracts. The City's priority is to ensure that we have the guided expertise of R3 through the negotiation process in order to protect the City's interests and the disposal rates of City solid waste customers.

- Please explain how the contract for Newby Island relates to the contract with Mission Trails. Is Mission Trails only able to use Newby Island because we have a separate contract with Newby Island, or is Newby Island used for something else?

The City's contract with Republic Services to dispose its refuse at Newby Island Landfill in San Jose (entrance in Milpitas) started in 1988. So it was in place at the time that Los Altos first negotiated the collections contract with MTWS in 2010. The disposal contract with Republic is independent from the City's franchise agreement (FA) with MTWS. Although the FA, and the refuse collection rate structure therein, is based on the assumption that Los Altos refuse will be hauled to and disposed of at Newby Island. MTWS is obligated to arrange for recycling and organic processing capacity at rates negotiated by MTWS (with City oversight), but not disposal. MTWS is able to use Newby Island for disposal because of the contract between the City and Republic Services, and utilizes the rate for disposal as set in that contract. However, the City also benefits to some extent from the economies of scale that MTWS offers in hauling waste to Newby Island from the other communities it serves. Although it's complicated because the timeframes of MTWS' other collection contracts do not directly align with the Los Altos FA timeframe.

Simply - MTWS is the waste hauler contracted to collect the waste and Newby Island landfill is currently our contracted to accept the waste. Under the current contracts MTWS must use Newby. When the City's contract with Republic expires in 2023, it can negotiate with other disposal sites and direct MTWS to haul the City's waste there. However, it's complicated because other disposal sites are further (time-wise) than Newby Island. So even if the City negotiates less expensive disposal rates with another landfill, the hauling time and cost will increase.

- The staff report says, "The Solid Waste Enterprise fund has \$155,000 in the current Professional Services budget which is sufficient to cover this amendment." Was this amount anticipated as part of the budget for this year, or is spending this money from the Professional Services budget going to adversely impact something else that was budgeted to be paid from the "current Professional Services budget"?

Yes, the contract amount of \$109,857 for R3 services was anticipated and budgeted for when staff proposed the \$155,000 budget. The Professional Services fund that has a budget amount of \$155,000 includes this contact with R3, so this R3 contract will not adversely impact something else.

Agenda Item 3

- By subcontracting this, how many full time employees would it replace/take the place of? The building code plan check volumes in Los Altos would need two full time plan check engineers.

- How can we be sure that there is a consistent understanding of our zoning codes by Struchtech and TRB?

Neither Struchtech or TRB review projects for compliance with the City's zoning codes. They do however review the permit construction drawings for compliance with the Building Codes, that are developed at the State level and then adopted by Cities. Save for some local amendments, which are provided to both firms by the Building Official, the construction regulations are consistent across Cities in the State of California.

- How long have was our last contract?

The last contracts with Structech and TRB and was 3 years and extended for an additional 2 years more, so 5 years total. And they worked with the City 10+ years prior to that.

- How does these rates compare to the previous contract?

The rates are the same, no increase, as the last agreement.

- Please provide copies of the prior contract and new contract you would like the City to enter into.

A copy of the most recent agreement is attached here as Exhibit A1 and A2. The new agreement has not been drafted yet because City Council authorization to enter into an agreement with the recommended firms has not yet been approved.

Agenda item #6

- Page 2 of the resolution, in the "Therefore" item 3, second sentence has some sort of error. Noted, Staff will address.

- How does this resolution affect any council decision to resume or further delay in-person meetings of council and commissions and/or business operations at city hall or in other city-owned public spaces?

Adoption of this Resolution does not affect the City's ability to provide services to the community, including in-person meetings and services at City-owned facilities. Council and Commission meetings will continue to be governed by the Brown Act and any Executive Orders issued by the Governor.

Agenda item #7

- HURRAH for the news that the city is working with the orchardist on a drip system for the apricot trees. Please be sure the plan includes areas that are supposed to have trees but that have not yet been replanted.

Has the orchardist given an estimate of additional trees that need to be planted to fill in the remaining holes? There are still a lot of trees needed, including most of a whole row along San Antonio Road and the area around the historic orchard sign as well as a row along the edge of the staff parking lot and other gaps. The next time we buy trees, we should be trying to get ones that are larger than those planted the last time, so they have a better chance of surviving.

There was a recent planting of trees that was caught up in the current supply chain backup that is happening for all trees. Based on the current tree delays and best time for planting, the orchardist is targeting the tail end of winter for additional plantings. We will work with the orchardist to plan the proper replacement of trees.

- Many trees on city property and in ROW, are in jeopardy because of the drought. What actions are we taking for deep-root/injection watering of important trees, using recycled water? Examples are some of the pistache trees in the downtown along Main and State and in the parking lots where the trunks are surrounded by ornamental or other plantings (e.g. box hedge, oleander) that prevents adequate water from reaching the tree roots.

We are currently evaluating and testing the use of temporary watering systems for our large Redwoods that are distressed and may look into other trees if necessary and possible. The City has not utilized recycled water for maintenance at this time due to the time and crew it would take to access, but it is something that is under consideration. Recycled water is not recommended for Redwoods, pines and other salt-sensitive plant species.

Agenda Item #9

Objective Standards, Attachment 1, Ordinance (page 2 of 4):

- Section 1, Definitions: 'Facade' and 'Lined' are both listed/defined twice, slightly differently each time
- In 14.66.180 - Maintenance of landscaped areas, "... shall be planted with fast growing materials ...", 'fast growing' is not an objective standard.
- Additionally, 14.70.070 - Landscaped strips, is mentioned throughout the Objective Standards document together with 14.66.180 (above), but 14.70.070 is not spelled out in the ordinance (or anywhere other than staff comments), although maybe it's not being revised? If it is being changed it should be included in the ordinance.

Answers to these questions can be found below on the document labeled Exhibit C.

Agenda item #10

- Do we have fees to fully reimburse the city for additional costs associated with processing applications for building permits, replacement, etc. – and including inspection/verification of placement of lowest floor - to conform with the requirements of the ordinance? Do we need to make any adjustments to fees that may be in place to account for increased costs to city staff for implementing this ordinance?

Our building fees are based on the valuation of the work and it is anticipated these projects will have higher values because of their complexity and material requirements (higher valuation to meet all of the building requirements). Therefore, the additional review expense does get folded into the fees for the building code plan check and building permit. Having noted this – we will monitor these types of permits and see if, during the next fees review effort, there is a need to adjust the existing fees or implement a new one.

- 12.60.290 – change “r” to “or”

Noted

- In establishing the maximum allowable height on a site, do we make any adjustment from the code provision for maximum height to account for the freeboard requirement? As an example if the lowest floor must be 2 feet above the ‘average grade’ of the lot (the usual baseline for establishing height) because of the flood plain, do we still require the development to conform to maximum height based on the average grade standard or is it adjusted based on how the freeboard requirement adjusts the minimum base-floor elevation?

No; however, applicant could apply for a variance from maximum building height and the justification would be the requirement to comply with the Floodplain Management standards.

- Are both the urgency ordinance and the regular ordinance adopting the exact same Chapter 12.60 Floodplain Management, i.e. is the only difference the context of the ordinances and not the language introduced?

Yes

Agenda item #11

- Does staff (including City Attorney) consider the proposed agreement to be fully in conformance with the Council’s motion that passed unanimously on Jan. 28, 2020? If so, why is this before Council, as that motion authorized the City Manager and City Attorney to execute an agreement based on the motion without it coming back to Council? One difference I see is that it is a License Agreement not a Lease.

No. The City Council directed the City Manager to execute an agreement with no expiration date and focus on revocation of the agreement when/if a new Library was built. Further, the City Council authorized the City Manager to approve a lease where operations of the FOL were substantially similar to their current operations. The Friends of the Library requested a 10-year term, an expansion of the size of the building, and consideration on the “bus barn” building should the theater move. These changes are significant enough that the City Manager could not execute an agreement without City Council approval.

What is the import of that (License vs. Lease)?

The proposed agreement calls for a license, as opposed to lease, to ensure the FOL does not gain any interest in City property. The license is fully revocable and no interests are granted or guaranteed. Additionally, leasing a portion of a parcel, without appropriate subdivision, becomes difficult under the Map Act.

What else is requiring this to come back to Council?

Ensuring the proposed agreement, and extended use of City property, is congruent with the City Council's policy objectives.

How does the proposed License come into play if the organization wants to change the current installations?

The FOL would be limited to operations as described in the agreement and relevant exhibits.

- The Friends mention the space they're currently using in the library and say that "we may have an opportunity to consolidate all operations into one workspace, while maintaining storage in the existing sheds". Did staff discuss with them that they relinquish the library space they are currently occupying as part of this agreement? Can we make that a condition?

Staff did not discuss this with FOL as part of this agreement, but it is their intent to vacate those spaces in the library. FOL has always utilized space inside the library (storage closet areas) but since the old Hillview Center closed, they have occupied additional space within the library. The management of interior library space is handled by the County Library and City staff believes direction to the FOL to relinquish this additional space should not be included in this License Agreement. FOL will continue to work with the Library on their interior space usage.

Additional items:

- Could I get a copy of our animal services agreement? (Andrea)

Attached below as Exhibit B.

- What is the status of the revenues coming in to the city? (example: Tot, sales - what percent of the pre-covid) (Jon M.)

Currently, staff is working on closing out the FY 2020/21 year-end so that we can get started on the audit and wrap that up by November. As such, we have not officially booked revenues received thus far. That said, we estimate that we have received approximately \$5.8 million in revenue (including the \$3.6 million in ARPA funding).

It is important to note that we are only seven weeks into the Fiscal Year and have not started receiving the bulk of our revenues. For example, our first major property tax payment will not come until October. Also, the bulk of our Franchise Fees are paid in the latter half of the year.



**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CITY OF LOS ALTOS, CALIFORNIA AND
STRUCTECH ENGINEERING
FOR
PLAN REVIEW**

THIS AGREEMENT is made and entered into as of the 18 day of November, 2016, by and between the CITY OF LOS ALTOS, a municipal corporation, hereinafter referred to as “**CITY**,” and STRUCTECH ENGINEERING, a Private Company, hereinafter referred to as “**CONSULTANT**.”

RECITALS

WHEREAS, CITY desires to retain a qualified consulting firm to perform plan review services on an as needed basis to produce approved construction documents; and

WHEREAS, CITY has determined that CONSULTANT possesses the skills, experience and certifications required to provide the services required by the CITY; and

WHEREAS, CONSULTANT is an independent consultant providing similar professional services to numerous other cities; and

WHEREAS, CITY desires to retain CONSULTANT to provide professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises identified herein, the parties mutually agree as follow:

1. SCOPE OF SERVICES.

A. CONSULTANT. CONSULTANT shall assist the CITY by executing the following scope of services in a satisfactory and proper manner in accordance with requirements provided by the City Manager, or his designee. Services will include, but not be limited to, the items noted in CONSULTANT’S proposal Exhibit A

2. SCHEDULE. Services of CONSULTANT are to commence upon the execution of this Agreement and shall continue in full force and effect until it is terminated. It is intended that the termination of this Agreement be contemporaneous with final acceptance of all services described in Exhibit A by the Los Altos City Manager or designee. CONSULTANT shall meet the completion date as indicated on Exhibit A.

3. **TERM.** The term of this Agreement shall continue in full force and effect for the (example: FY2016/17, FY2017/18 and FY2018/19 years, and can be extended for two additional years for a total of five years.) Changes in Scope of Services and Payment Schedule, Exhibit A, can be amended, as needed, thirty (30) days prior to the expiration of each fiscal year. If the Agreement is terminated, it is intended that the termination of the Agreement be contemporaneous with final acceptance of all services by CITY.
4. **COMPENSATION.** CONSULTANT will perform the work outlined above and will invoice CITY upon completion of the project. CONSULTANT's total compensation, including reimbursed expenses, for the services set forth for the Contract shall not exceed \$150,000.00.

The total contract value is anticipated not to exceed \$150,000.00.

- A. **Method of Payment.** As a condition precedent to any payment to CONSULTANT under this Agreement, CONSULTANT shall submit monthly to the CITY a statement of account which clearly sets forth the designated items of work for which the billing is submitted. Each statement of account shall also include a detailed record of the month's actual reimbursable expenditures.

CITY shall review CONSULTANT's monthly statement and pay CONSULTANT for services rendered hereunder at the rates if acceptable and in the amounts provided hereunder on a monthly basis in accordance with the approved monthly statements. Payment will be made according to the CITY's standard Payment Schedule and Terms.

Hamid Pouya will serve as the lead consultant and primary contact for this service. Lorrie Tanguay as support staff will also be engaged in the successful completion of this agreement.

5. **OWNERSHIP OF WORK.** All documents furnished to CONSULTANT by CITY and all reports and supportive data prepared by CONSULTANT by this Agreement are CITY's property, for the exclusive use of the CITY, shall be given to CITY at the completion of CONSULTANT services.
6. **COMPLIANCE WITH LAW.** CONSULTANT shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations. CONSULTANT represents to CITY that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT shall maintain a City of Los Altos Business License.
7. **INSURANCE.** CONSULTANT shall procure and maintain for the duration of the contract insurance as described in Exhibit B against claims for injuries to persons or damages to property with may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agent, representatives, employees or subcontractors.

8. **RELATIONSHIP BETWEEN THE PARTIES.** CONSULTANT is, and at all times shall remain, an independent contractor, not an agent or employee of the CITY. CONSULTANT shall be solely responsible for all acts of its employees, agents or sub-consultants, including any negligent acts or omissions. CONSULTANT shall have no authority to act on behalf of the CITY or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to CONSULTANT. As an independent contractor, CONSULTANT shall not be entitled to any benefit, right or compensation from the CITY other than those provided for in this Agreement.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT shall defend at its own defense through counsel approved by CITY, indemnify and hold harmless CITY, its officers, representatives, agents and employees, volunteers against any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses and expenses, including without limitation, reasonable attorneys' fees, to the extent arising or resulting directly or indirectly from all acts or omissions to act of CONSULTANT or CONSULTANT'S officers, assistants, subcontractors, employees or agents rendering services under this agreement, including all claims relating to the injury or death of any person or damage to any property, excluding, however, such liability, claims, losses, damages, or expenses arising from CITY'S gross negligence or willful misconduct.
10. **TERMINATION OF AGREEMENT.** Notwithstanding any other provision of this Agreement, the CITY may terminate this Agreement without cause at any time upon giving ten days written notice to CONSULTANT. In the event of such a termination, CONSULTANT shall be entitled to any compensation owed for services rendered up to the effective date of termination.
11. **WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other part at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing it mailed as provided in this section.

CITY: City of Los Altos
Christopher Jordan, City Manager
1 N. San Antonio Road
Los Altos, CA 94022

CONSULTANT: Structech Engineering
Hamid Pouya, Principal
5632 Ravenna Court
San Jose CA 95118

12. **PARTIAL INVALIDITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

13. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.
14. **NO IMPLIED WAIVERS.** The failure of either party at any time to require performance by the other party of any provisions hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
15. **ASSIGNMENT.** The parties recognize that a substantial inducement to CITY for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. CONSULTANT, therefore, shall not assign, delegate, nor transfer any rights or obligations pursuant to this Agreement, except as specified in this Agreement, without the prior written consent of CITY. Any assignment of any right or obligation or subcontracting of any work without CITY consent shall be void and of no effect.
16. **TAXES.** CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold CITY harmless from any liability which it may incur to the United States of America or the State of California as a consequence of CONSULTANT'S failure to pay, when due, all such taxes and obligations. In the event CITY is audited for compliance regarding withholding or other applicable taxes, CONSULTANT agrees to furnish CITY with proof of payment of taxes on these earnings.
17. **NONDISCRIMINATION.** CONSULTANT shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) on the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.
18. **DEFAULT.** In the event CONSULTANT fails to provide the services set forth in this Agreement due to the fault of CONSULTANT, CITY shall have the right to either do the work itself or hire an outside contractor to perform those services.
19. **VENUE.** In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Santa Clara, San Jose, California.
20. **CONSTRUCTION.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in the manner that avoids any violation of statute, ordinance, regulation or law.
21. **AMENDMENT.** This Agreement constitutes the complete and exclusive statement of the Agreement to CITY and CONSULTANT. It may be amended or extended from time-to-time by written agreement of the parties hereto.
22. **INTEGRATION.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for CITY, and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise,

have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed by the party to be charged.

23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement it shall not be necessary to produce or account for more than one such counterpart.
24. **IN WITNESS WHEREOF,** the CITY and CONSULTANT have executed this Agreement as of the date first above written.

APPROVED AS TO CONTENT:




Jon Biggs
Community Development Director


APPROVED AS TO FORM:




Jolie Houston
City Attorney

AGREED:



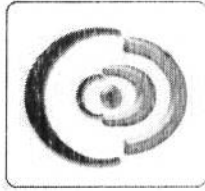
Christopher Jordan
City Manager 

CONSULTANT:



Hamid Pouya
Principal

EXHIBIT A



STRUCTECH ENGINEERING

5632 Ravenna Court
San Jose, CA 95118
408-569-7486 hpouya@structech.net

- f. **Total Cost of the Listed Services and Hourly Rates** –The total plan review fees for structural and non-structural will not exceed **65%** of the same fees charged to the permit applicants by the City. The latter percentage is reduced to **50%** for project with project valuation **exceeding \$3 million dollars**.

Total fees charged for “structural only” review will not exceed 50% of the plan check fees charged to the permit applicants by the City.

The above limits include all required reviews, re-checks, and meetings necessary to complete final plan approval.

In case a project is submitted based on hourly review, the hourly rate for non-structural plan review is \$150 per hour and the rate for “structural only” plan review is \$175 per hour. Both hourly rates are based on a principal staff/associate time only.

The Expedited plan review services are available based upon City’s request. Fees for such projects are negotiable, and determined by mutual agreement at the time of requested service, and based on Structech’s workload, project complexity, and type of the project plan review. However, the fees for the complete expedited plan reviews shall not exceed 80% of the same fees charged by the City.

EXHIBIT B
INSURANCE

CONSULTANT shall provide his insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **Project Manager, City of Los Altos, 1 N. San Antonio Rd., Los Altos, CA 94022**

Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 0001 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000 (or \$2,000,000)** per occurrence. If a general aggregate limit applies, 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. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering , Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy, with endorsements under CG 20 26, 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.

Primary Coverage. For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days’ prior written notice (10 days for non-payment) has been given to the City.

Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to

affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies. If any of the required policies provide claims-made coverage:

5. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
6. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) (or five (5)) years after completion of the contract work.*
7. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work.

Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| PRODUCER RUTH Z. BARRON STATE FARM INSURANCE 5251 STEVENS CREEK BLVD SANTA CLARA CA 95051 | | CONTACT NAME: CAROLE ANNE KOLOS PHONE (A/C No. Ext): 408-564-8880 E-MAIL ADDRESS: CAROLE@RUTHBARRON.COM | FAX (A/C No.): 408-564-0490 |
| INSURED POUYA, HAMID 5632 RAVENNA CT SAN JOSE, CA. 95118-3905 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: State Farm Mutual Automobile Insurance Company | NAIC # 25178 |
| | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | 241 7943-F21-05-G | 06/21/2016 | 12/21/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2017 HYUNDAI ELANTRA 4 DOOR (KMHD84L3HU241858)

CERTIFICATE HOLDER

CANCELLATION

CITY OF LOS ALTOS
1 N. SAN ANTONIO RD
LOS ALTOS, CA. 94022-3000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| PRODUCER Michael J Hall & Company. License #0792445 A/E Insurance Services 19660 10th Ave NE Poulsbo WA 98370 | CONTACT NAME: Michael J Hall and Company License #0792445 PHONE (A/C, No, Ext): 360-598-3700 FAX (A/C, No): E-MAIL ADDRESS: certificates@hallandcompany.com | |
| | INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Insurance Company INSURER B : Underwriters at Lloyd's, London/Con INSURER C : INSURER D : INSURER E : INSURER F : | NAIC # 11000 |
| INSURED Structech Engineering 5632 Ravenna Ct San Jose CA 95118 | STRUENG-17 | |

COVERAGES **CERTIFICATE NUMBER:** 496778496 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|---------------|-------------------------|-------------------------|-------------------------------------------|-----------------------|
| A | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | 52SBANN4588 | 3/30/2016 | 3/30/2017 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | WC STATU-TORY LIMITS | OTH-ER |
| | | | | | | | E. L. EACH ACCIDENT | \$ |
| | | | | | | | E. L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E. L. DISEASE - POLICY LIMIT | \$ |
| B | Professional Liab: Claims Made | | | LCH0090/016 | 3/31/2016 | 3/31/2017 | \$1,000,000 Per Claim | \$1,000,000 Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder(s) is/are an Additional Insured on the Commercial General Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. This insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability in favor of the Additional Insured

CERTIFICATE HOLDER

CANCELLATION

| | |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Los Altos One N. San Antonio Rd. Los Altos CA 94022 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.



6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written



BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

*** (b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

*** b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CITY OF LOS ALTOS, CALIFORNIA AND
TRB+ ASSOCIATES
FOR
PLAN REVIEW & INSPECTION SERVICES**

THIS AGREEMENT is made and entered into as of the 2nd day of December, 2016, by and between the CITY OF LOS ALTOS, a municipal corporation, hereinafter referred to as "CITY," and TRB+ ASSOCIATES, a Corporation, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, CITY desires to retain a qualified consulting firm to perform plan review and inspection services on an as needed basis to produce approved construction documents and qualified inspection services ; and

WHEREAS, CITY has determined that CONSULTANT possesses the skills, experience and certifications required to provide the services required by the CITY; and

WHEREAS, CONSULTANT is an independent consultant providing similar professional services to numerous other cities; and

WHEREAS, CITY desires to retain CONSULTANT to provide professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises identified herein, the parties mutually agree as follow:

1. SCOPE OF SERVICES.

A. CONSULTANT. CONSULTANT shall assist the CITY by executing the following scope of services in a satisfactory and proper manner in accordance with requirements provided by the City Manager, or his designee. Services will include, but not be limited to, the items noted in CONSULTANT'S proposal Exhibit A

2. SCHEDULE. Services of CONSULTANT are to commence upon the execution of this Agreement and shall continue in full force and effect until it is terminated. It is intended that the termination of this Agreement be contemporaneous with final acceptance of all services described in Exhibit A by the Los Altos City Manager or designee. CONSULTANT shall meet the completion date as indicated on Exhibit A.

3. **TERM.** The term of this Agreement shall continue in full force and effect for the (example: FY2016/17, FY2017/18 and FY2018/19 years, and can be extended for two additional years for a total of five years.) Changes in Scope of Services and Payment Schedule, Exhibit A, can be amended, as needed, thirty (30) days prior to the expiration of each fiscal year. If the Agreement is terminated, it is intended that the termination of the Agreement be contemporaneous with final acceptance of all services by CITY.
4. **COMPENSATION.** CONSULTANT will perform the work outlined above and will invoice CITY upon completion of the project. CONSULTANT's total compensation, including reimbursed expenses, for the services set forth for the Contract shall not exceed \$190,000.00.

The total contract value is anticipated not to exceed \$190,000.00.

- A. **Method of Payment.** As a condition precedent to any payment to CONSULTANT under this Agreement, CONSULTANT shall submit monthly to the CITY a statement of account which clearly sets forth the designated items of work for which the billing is submitted. Each statement of account shall also include a detailed record of the month's actual reimbursable expenditures.

CITY shall review CONSULTANT's monthly statement and pay CONSULTANT for services rendered hereunder at the rates if acceptable and in the amounts provided hereunder on a monthly basis in accordance with the approved monthly statements. Payment will be made according to the CITY's standard Payment Schedule and Terms.

Todd Bailey will serve as the lead consultant and primary contact for this service. Lorrie Tanguay as support staff will also be engaged in the successful completion of this agreement.

5. **OWNERSHIP OF WORK.** All documents furnished to CONSULTANT by CITY and all reports and supportive data prepared by CONSULTANT by this Agreement are CITY's property, for the exclusive use of the CITY, shall be given to CITY at the completion of CONSULTANT services.
6. **COMPLIANCE WITH LAW.** CONSULTANT shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations. CONSULTANT represents to CITY that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT shall maintain a City of Los Altos Business License.
7. **INSURANCE.** CONSULTANT shall procure and maintain for the duration of the contract insurance as described in Exhibit B against claims for injuries to persons or damages to property with may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agent, representatives, employees or subcontractors.
8. **RELATIONSHIP BETWEEN THE PARTIES.** CONSULTANT is, and at all times shall remain, an independent contractor, not an agent or employee of the CITY. CONSULTANT

8. **RELATIONSHIP BETWEEN THE PARTIES.** CONSULTANT is, and at all times shall remain, an independent contractor, not an agent or employee of the CITY. CONSULTANT shall be solely responsible for all acts of its employees, agents or sub-consultants, including any negligent acts or omissions. CONSULTANT shall have no authority to act on behalf of the CITY or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to CONSULTANT. As an independent contractor, CONSULTANT shall not be entitled to any benefit, right or compensation from the CITY other than those provided for in this Agreement.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT shall defend at its own defense through counsel approved by CITY, indemnify and hold harmless CITY, its officers, representatives, agents and employees, volunteers against any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses and expenses, including without limitation, reasonable attorneys' fees, to the extent arising or resulting directly or indirectly from all acts or omissions to act of CONSULTANT or CONSULTANT'S officers, assistants, subcontractors, employees or agents rendering services under this agreement, including all claims relating to the injury or death of any person or damage to any property, excluding, however, such liability, claims, losses, damages, or expenses arising from CITY'S gross negligence or willful misconduct.
10. **TERMINATION OF AGREEMENT.** Notwithstanding any other provision of this Agreement, the CITY may terminate this Agreement without cause at any time upon giving ten days written notice to CONSULTANT. In the event of such a termination, CONSULTANT shall be entitled to any compensation owed for services rendered up to the effective date of termination.
11. **WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other part at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing it mailed as provided in this section.

CITY: City of Los Altos
Christopher Jordan, City Manager
1 N. San Antonio Road
Los Altos, CA 94022

CONSULTANT: TRB+ Associates
Todd Bailey, President
3180 Crow Canyon Place, Suite 216
San Ramon CA 94583

12. **PARTIAL INVALIDITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

13. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.
14. **NO IMPLIED WAIVERS.** The failure of either party at any time to require performance by the other party of any provisions hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
15. **ASSIGNMENT.** The parties recognize that a substantial inducement to CITY for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. CONSULTANT, therefore, shall not assign, delegate, nor transfer any rights or obligations pursuant to this Agreement, except as specified in this Agreement, without the prior written consent of CITY. Any assignment of any right or obligation or subcontracting of any work without CITY consent shall be void and of no effect.
16. **TAXES.** CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold CITY harmless from any liability which it may incur to the United States of America or the State of California as a consequence of CONSULTANT'S failure to pay, when due, all such taxes and obligations. In the event CITY is audited for compliance regarding withholding or other applicable taxes, CONSULTANT agrees to furnish CITY with proof of payment of taxes on these earnings.
17. **NONDISCRIMINATION.** CONSULTANT shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) or the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.
18. **DEFAULT.** In the event CONSULTANT fails to provide the services set forth in this Agreement due to the fault of CONSULTANT, CITY shall have the right to either do the work itself or hire an outside contractor to perform those services.
19. **VENUE.** In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Santa Clara, San Jose, California.
20. **CONSTRUCTION.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in the manner that avoids any violation of statute, ordinance, regulation or law.
21. **AMENDMENT.** This Agreement constitutes the complete and exclusive statement of the Agreement to CITY and CONSULTANT. It may be amended or extended from time-to-time by written agreement of the parties hereto.
22. **INTEGRATION.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for CITY, and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise,

have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed by the party to be charged.

23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement it shall not be necessary to produce or account for more than one such counterpart.
24. **IN WITNESS WHEREOF,** the CITY and CONSULTANT have executed this Agreement as of the date first above written.

APPROVED AS TO CONTENT:




Jon Biggs
Community Development Director

APPROVED AS TO FORM:



Jolie Houston
City Attorney

AGREED:



Christopher Jordan
City Manager

CONSULTANT:



Todd Bailey
President

EXHIBIT A

Fee Schedule

TRB+ Associates, Inc. offers the following fixed-fee and hourly rate schedules for services provided. Please note that Building Plan Review services may be rendered on either a fixed fee or hourly rate basis, as noted below; Building Inspection, Permit Processing, Staff Augmentation and Other services (e.g. CASp consulting, fire plan review) are provided on an hourly basis at rates shown in the provided Schedule of Hourly Rates and Reimbursables.

Plan Review Services

Our plan review fees may be calculated as a percentage of the Building Plan Review Fee collected by the City. The fee compensation shown covers three total plan review cycles – the initial plan review and up to two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed based upon a negotiated hourly rate. Please note that the turnaround timeframe for providing expedited and express plan reviews would be negotiated/mutually agreed upon prior to commencement of the review.

| Turnaround Timeframe (in business days) | Structural Only Review | Complete Review (Structural, Life Safety, E/M/P, Green, Title 24 Energy) |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------------------------------------------------|
| Standard - 10 days first check (15 days if complex) - 5 days rechecks (10 days if complex) | 45% | 65% |
| Expedited* Generally half the time of Standard Review Turnaround | Standard fee plus an additional 50 percent | Standard fee plus an additional 50 percent |

* Turnaround timeframe would be mutually agreed upon prior to commencement of work.

** Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/Plumbing Only, etc.), the fee compensation would be on an hourly basis.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

Inspection, Permit Processing, Staff Augmentation and CASp Consulting Services

Inspection, Permit Processing, and other Staff Augmentation services (i.e. onsite plan review, permit technician, Chief Building Official) are billed on an hourly time and materials basis in accordance with our Schedule of Hourly Rates and Reimbursables included herein.

Schedule of Hourly Rates and Reimbursables

TRB+ provides services on an hourly basis as noted in the hourly rate and reimbursables schedule included below:

| <u>Position</u> | <u>Rate</u> |
|-----------------------------------------|----------------------|
| Principal | \$145.00 |
| Project Manager | \$135.00 |
| Building Official | \$130.00 |
| Senior Plan Review Engineer/Architect | \$125.00 |
| Senior Plans Examiner (Building & Fire) | \$120.00 |
| Plan Review Engineer/Architect | \$110.00 |
| Plans Examiner (Building & Fire) | \$ 95.00 |
| Permit Technician | \$ 65.00 |
| Clerical/Admin | \$ 50.00 |
| Fire Protection Engineer | \$175.00 |
| CASp Certified Inspector/Examiner | \$120.00 |
| Supervising Inspector | \$100.00 |
| Senior Inspector II | \$ 90.00 |
| Senior Inspector I | \$ 83.00 |
| Inspector II | \$ 75.00 |
| Inspector I | \$ 70.00 |
| Intern Inspector | \$ 50.00 |
| Emergency/After-Hours Inspections | Above rates plus 25% |

- Overtime is billed at the rates shown above plus an additional 25 percent (Note that no overtime will be charged without client authorization)
- Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus fifteen (15) percent.
- Reimbursement for employee-owned vehicles used in connection with the work will be at the rate of \$0.60 per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through December 31, 2017 and may be adjusted thereafter.

As directed in the City's Request for Proposal document, Fee Schedule information has been provided in a separate sealed envelope which is included in our proposal remittance package.

EXHIBIT B
INSURANCE

CONSULTANT shall provide his insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **Project Manager, City of Los Altos, 1 N. San Antonio Rd., Los Altos, CA 94022**

Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 0001 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000 (or \$2,000,000)** per occurrence. If a general aggregate limit applies, 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. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering , Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy, with endorsements under CG 20 26, 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.

Primary Coverage. For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days’ prior written notice (10 days for non-payment) has been given to the City.

Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to

affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies. If any of the required policies provide claims-made coverage:

5. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
6. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) (or five (5)) years after completion of the contract work.*
7. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work.

Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|------------------------------------|
| PRODUCER Nickie Heath Insurance Agency 16855 W. Bernardo Dr, Ste 230 San Diego, CA 92127 Nickie Heath | CONTACT NAME: Krissy Bresnahan | |
| | PHONE (A/C, No, Ext): 858-487-3737 | FAX (A/C, No): 858-487-3730 |
| | E-MAIL ADDRESS: krissy@nickieheath.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED TRB and Associates 3180 Crow Canyon Place Ste 216 San Ramon, CA 94583 | INSURER A : Natl Fire Ins Co of Hrtfrd-CNA | 20478 |
| | INSURER B : EMPLOYERS PREFERRED INS. CO. | 10346 |
| | INSURER C : National Union Fire Insurance | 19445 |
| | INSURER D : Ohio Security Insurance Comp. | 24082 |
| | INSURER E : Beazley Insurance Company | 37540 |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | X | | 2097186534 | 11/10/2016 | 11/10/2017 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 4,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| D | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | BAS57021999 | 11/18/2016 | 11/18/2017 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | EBU023084960 | 11/10/2016 | 11/10/2017 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | AGGREGATE | \$ 1,000,000 |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N <input type="checkbox"/> N/A | EIG1400371-05 | 11/10/2016 | 11/10/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| E | Prof Liab | | | V1121B160601 | 11/10/2016 | 11/10/2017 | Per Claim | 1,000,000 |
| | | | | | | | Aggregate | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured per the attached SB300176C 04/14 endorsement as required by written contract in regard to the named insured's operations with respect to General Liability Only.

RECEIVED

NOV 11 2016

CERTIFICATE HOLDER

CANCELLATION

CITY OF LOS ALTOS

City of Los Altos
Kirk Ballard
One North San Antonio Rd
Los Altos, CA 94022

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AMENDED AGREEMENT FOR ANIMAL CONTROL AND SHELTERING
SERVICES
BETWEEN THE CITY OF PALO ALTO AND
THE CITY OF LOS ALTOS

This Agreement for Animal Control and Sheltering Services is made this 1st day of July, 2019, by and between the City of Palo Alto (“Palo Alto”) and the City of Los Altos (“Agency”).

RECITALS

WHEREAS, animal control and sheltering services are required by California law to be provided by incorporated cities; and

WHEREAS, Palo Alto has an established animal control and shelter operation Palo Alto Animal Shelter (or “PAAS”); and

WHEREAS, Agency has no current facilities or ability to provide those required animal services, and has requested that Palo Alto provide specified animal control and sheltering services, and animal licensing within the jurisdiction of Agency, and for the citizens of Agency; and

WHEREAS, Palo Alto has the capacity to provide such services to Agency as are hereinafter described, and is willing to do so;

WHEREAS, Palo Alto has engaged Pets In Need, a local non-profit animal services group (“PIN”), to operate PAAS; and

NOW, THEREFORE, in consideration of the following covenants, terms, and conditions, the parties agree:

SECTION 1: Term

The term of this agreement shall commence on July 1, 2019 and shall terminate on June 30, 2024, unless sooner terminated or extended by mutual agreement between Palo Alto and the Agency. The parties intend to extend this agreement so long as it is mutually advantageous. Parties agree to meet at least twelve months prior to the scheduled termination hereof and discuss the terms of such extension.

The parties intend to extend this agreement so long as it is mutually advantageous. Parties agree to meet at least twelve months prior to the scheduled termination hereof and discuss the terms of such extension.

A. Amendments - Amendments to this Agreement must be in writing and approved by the governing body of Agency and Palo Alto. This is the entire Agreement between the parties and supersedes any prior written or oral agreements.

SECTION 2: Termination by Any Party

If either party fails to perform any duties or obligations imposed by this Agreement and said failure continues for sixty (60) days after written notification by the other, then the non-breaching party may terminate this Agreement immediately after the sixty (60) day period by providing written notice of termination. Either party may terminate this agreement at any time without cause by providing one hundred eighty (180) days written notice of intent to terminate. In any event of termination under this paragraph, Palo Alto shall be paid for all services performed until the date of such termination.

SECTION 3: Advisory Committee

The joint committee shall hereafter be referred to as the Animal Control Task Force (ACTF) consisting of the City Manager of Palo Alto or his designee, the City Manager of Agency or his/her designee, the Superintendent of PAAS, and the City Manager or his/her designee of other cities that contract with Palo Alto to provide animal control and/or sheltering services. The responsibilities of the ACTF shall include but are not limited to:

1. Review existing local animal control ordinances and make recommendations for appropriate changes
2. Assessing licensing program
3. Analyze programmatic complaints by either party or its residents
4. Review revenues and expenditures relating to the program

SECTION 4: Agency Responsibilities

1. Agency hereby designates Palo Alto to perform, on behalf of Agency, all services as agreed to in Exhibit "A" - Scope of Services of this Agreement.
2. Agency hereby designates Palo Alto responsible for its dog license fee collection, including the issuance of licensing administrative citations.
3. Agency agrees not to adopt fees inconsistent with Palo Alto's schedule for animal related fees during the term of the agreement.
4. Agency shall implement its own locally enacted provisions for administrative remedies with respect to impoundment, nuisance abatement of dangerous animals and other similar circumstances; provided, however, that Palo Alto will assist and respond when requested by Agency, as set forth in Exhibit "A" of this Agreement.
5. Agency agrees that it will remain responsible for arranging and conducting hearings under its Dangerous Animal Ordinances, including but not limited to, providing Hearing Officers and a location for such hearings. Alternatively, Agency may request Palo Alto to provide Hearing Officers and a location for such hearings, and Palo Alto may provide as such upon mutual agreement and resource availability. The cost of these hearings shall be borne by the animal owner; however, in the event Agency is unable to collect these costs from the animal owner; Agency shall be responsible for these costs.

6. Agency agrees that it shall remain solely responsible for the defense of any appeal of any decision rendered by the Hearing Officer or from any Court judgment based on claims, actions or appeals resulting from Dangerous Animal designations made under Agency's Ordinances.
7. Agency agrees to provide assistance upon request of Palo Alto's Animal Control Officers within Agency's jurisdiction.
8. Agency shall be primarily responsible for the investigation and appropriate enforcement action to be taken in substantiated cases of animal cruelty, abuse, etc., under Section 597 of the California Penal Code.
9. Agency shall maintain a safe, clean, and sanitary environment for temporarily holding animals at the Agency's designated area. Agency reports shall include description of the animal, location it was found, reporting party information and any other relevant information that would assist Palo Alto's Animal Control Officers with the disposition of the animal. The report shall be provided to Palo Alto's Animal Control Officers staff at pick up. If the animal is released from Agency, the report shall be sent to Palo Alto's Animal Control Officers by the end of the work day.
10. As unanticipated events occur in Agency cities, PAAS may be required to contract with outside vendors to provide services that are above and beyond the scope of services and/or the capabilities of PAAS personnel. After consultation and agreement of services with Agency, Agency will be responsible for the cost of vendor services.

SECTION 5: Compensation

1. The purpose of this Section is to equitably divide the actual costs of providing animal control and sheltering services to Agency. The costs to provide these services are based on the actual program costs for the Palo Alto Animal Shelter and Animal Control Services Division each fiscal year.
2. Agency agrees to pay Palo Alto under the following payment schedule:
 - a. April 1 of current fiscal year – Palo Alto will provide Agency with cost estimate for following fiscal year
 - b. November 1 – Palo Alto will provide Agency with an invoice for the current fiscal year adjusted by any variance in prior year budget to actuals. Payments are due to Palo Alto by December 15 of each year.

Payments shall be sent to:
Director of Community Services
1305 Middlefield Road
Palo Alto, CA 94301

3. Agency agrees to pay 11.4% of actual program costs for the Palo Alto Animal Shelter and Animal Control Services Divisions each fiscal year.

The percentage paid under this agreement is derived from the average percentage of animals handled by Palo Alto for Agency from FY 2009 – FY 2018. Agency's payment for service is based on 1) Agency's proportionate use of shelter services over the period

listed above and 2) Palo Alto's total costs for animal control and shelter services.

4. Palo Alto will retain all boarding, impound, dog licensing and penalty fees. In previous years, Agency retained revenues from dog licensing fees collected for Agency by Palo Alto; under this Agreement, Pets In Need will be retaining Agency's dog licensing fees to fund its administrative costs.
5. Any payments not received on or before the due date shall accrue interest between the due date and date of receipt. Interest shall be based on the prevailing rate of return earned by Palo Alto's investments during that period.
6. In the event of early termination of this Agreement, in accordance with Section 2 of the Agreement, Palo Alto shall bill Agency a prorata amount of the quarterly payment that covers the quarter during which such termination is effective.
7. For any animal(s) required to be housed at PAAS over ninety (90) calendar days, Agency will be assessed a daily charge of \$20 per animal plus any expenses necessary to care for the animal(s), commencing the ninety-first (91) day of impoundment.
8. Any unforeseen changes in State requirements relating to the care and housing of animals shall be the fiscal responsibility of Agency once implemented by Palo Alto based on Agency's animals handled.

SECTION 6: Indemnification and Hold Harmless

Agency expressly agrees to indemnify and hold harmless Palo Alto, its officers, agents, employees and servants from all demands, claims, liabilities, losses, charges, costs, or damages caused by or arising out of Agency's negligent or willful misconduct in the performance of this Agreement.

Palo Alto expressly agrees to indemnify and hold harmless Agency, its officers, agents, employees and servants from all demands, claims, liabilities, losses, charges, costs, or damages caused by or arising out of Palo Alto's negligent or willful misconduct in the performance of this Agreement.

SECTION 7: Notices

All notices shall be submitted, in writing, and sent by the United States Mail, certified and postage prepaid, by private express delivery service, by facsimile transmission followed by delivery of hard copy, or by any other process mutually acceptable to the parties to the addresses stated below or to any other address noticed in writing.

Palo Alto: City of Palo Alto
Director of Community Services
1305 Middlefield Road
Palo Alto, CA 94301

Agency: City of Los Altos
Police Chief

1 North San Antonio Road
Los Altos, CA 94022

SECTION 8: Miscellaneous

1. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any changes resulting in Program modifications shall be provided in writing by Palo Alto to Agency and must be agreed upon and accepted by Agency as soon as legislative bodies enact any new or modified regulations regarding animals, their care and housing.
2. Palo Alto shall not be deemed in default on account of any delay or failure to perform any obligations in accordance with Agency laws, the laws of the State of California, the Palo Alto Municipal Code, and the terms of this Agreement, which directly results from an Act of God, including, without limitation, the act of a superior legal authority or an occurrence of nature.
3. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the unaffected provisions of this Agreement shall remain in effect.
4. The prevailing party in any action brought to enforce the terms of this Agreement may recover from the other party its reasonable costs and attorneys' fees expended in connection with such an action.

IN WITNESS WHEREOF, the parties have executed this Agreement in Palo Alto, County of Santa Clara, California, on the date first above stated.

CITY OF PALO ALTO

CITY OF LOS ALTOS

DocuSigned by:
[Redacted]
City Manager

DocuSigned by:
[Redacted]
City Manager

ATTEST:

ATTEST:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DocuSigned by:
Tim Shimizu
Deputy City Attorney

[Redacted]
jolie houston (Apr 23, 2020)
City Attorney

ATTACHMENTS:
EXHIBIT "A" SCOPE OF SERVICES

EXHIBIT "A" Scope of Services

Palo Alto shall provide animal control and sheltering services to Agency as set forth in this Exhibit and in compliance with all related applicable laws of the State of California. Field Services will be provided seven (7) days a week as follows:

Regular hours 8:00am – 5:00pm
On-Call hours 5:00pm – 8:00am

Public Shelter hours shall be a minimum of six (6) days per week and forty (40) hours per week. PIN shall post the public hours on its website, and inform Palo Alto and Contract Cities in writing of any change in hours. Shelter shall be closed on designated holidays.

SECTION 1: Agency Assist

- Palo Alto Animal Control Officer (ACO) will assist Agency with the control of dangerous, aggressive, vicious, and/or attacking animals (domestic or wild).
- ACO will assist Agency staff in the rescue of dogs or cats in immediate distress.
- ACO will assist Agency to capture unattended, stray dogs when conditions are safe to do so.
- ACO will assist Agency staff in the active investigation of animal cruelty, abuse, or neglect incidents. Agency will be responsible for all criminal filings.
- Upon request by Agency staff, ACO will assist in the investigation of animal on animal attacks.
- If Agency takes enforcement action surrounding an animal violation, Agency may request assistance of ACO to impound animal(s) and provide appropriate care at PAAS during the administrative process.
- PAAS on-duty ACO's will assist Agency by investigating all excess number of animal complaints.
- ACO will serve as primary enforcement of Title 5 ("Animals") of the Los Altos Municipal Code during Regular Hours and will respond according to availability and severity of the incident. Agency will provide enforcement during other times.

SECTION 2: Field Impound

- ACO will impound animals under special custody situations which would include owner arrest, hospitalization, fire, etc. Agency staff will provide ACO/PAAS staff with owner information before the end of Agency staff shift if known to Agency staff.

- Confined, stray domestic animals (including those in rented PAAS humane box traps) shall be picked up during regular hours from both citizens and the Agency.

SECTION 3: Stray Animals

- ACO will impound confined, stray animals during regular hours when the owner is not present.
- ACO will pick up and dispose of reported dead stray animals during regular hours.
- Residents from Agency's jurisdiction may bring stray animals to PAAS during regular business hours. After hours, animals may be taken to the holding area at Palo Alto Police Department. The following day, ACO will pick up and transport to the shelter for care and housing.
- Stray animals located in Agency's jurisdiction that are taken to the shelter shall be provided care and housing. A lost and found log will be maintained at shelter in an attempt to reunite animals with owners.

SECTION 4: Disposition of Stray or Surrendered Animals

- At the conclusion of any required holding period, stray or surrendered animals may either be placed for adoption or humanely euthanized at PAAS' discretion. All animals placed for adoption shall be spayed or neutered, micro-chipped and vaccinated prior to placement.

SECTION 5: Surrenders

- Residents from Agency's jurisdiction may surrender their animal(s) during regular business hours at PAAS. Residents must provide proof of residency and picture identification at the time of the surrender.
- PAAS provides disposal service for owned, dead animals for a service fee. If owner requests animal to be picked up from their home, there will be an additional fee charged to the animal owner. This service is provided during regular business hours at PAAS.

SECTION 6: Bites/Quarantine

- ACO will assist Agency staff with all animal bite on human incidents. When a dog on human bite occurs during regular hours or is in progress, ACO will respond and direct the quarantine process per California Health and Safety Code 121575 et seq. ACO will provide a report documenting the quarantine, witness

statements and the action of the animal. PAAS will provide the report to the Agency. Agency will be responsible for all criminal filings. For after hour incidents that are not in progress, the Agency will take an initial report and provide PAAS with a copy of the report by the end of the shift.

- PAAS shall provide for the control of rabies through quarantine and testing consistent with the provisions of California Health and Safety Code 121575 et seq. PAAS shall be responsible for filing the Annual report of Local Rabies Control Activities and Statement of Enforcement with the California State Department of Health Services.
- Animal bite on human incidents reported by medical personnel will be accepted and documented by an ACO. PAAS will notify Agency of relevant jurisdiction of the incident for evaluation of criminal filing.
- PAAS shall provide one “actual” at cost rabies vaccination clinic in accordance with State law.

SECTION 7: Animal Licensing

- PAAS shall issue and maintain a dog licensing program for Agency including issuing Administrative Citations for licensing violations.
- Dog licenses will be processed at PAAS, by mail, and/or online. PAAS shall provide the licensing applications to residents.
- PAAS will mail reminder notices prior to the expiration of the dog license.
- Cat identification tags will be available at PAAS and a database will be maintained.
- Microchip implantation and information will be available at PAAS for a fee and a database will be maintained.

SECTION 8: Veterinary Care

- Veterinary care for sick or injured stray animals will be provided.
- The PAAS Veterinarian shall oversee all animal health, hygiene, and nutritional needs of the animals under the care of PAAS.

SECTION 9: Wildlife

- ACO will transport and assess sick/injured wildlife. Under the direction of the City Veterinarian, animals may be transported to the South Peninsula Emergency Veterinary Clinic during regular hours. On-call response will be for wild mammals only.
- Nuisance wildlife calls will be referred to Santa Clara County Vector Control or to a private pest control company.
- ACO will assess and may respond to complaints of wildlife presenting a threat to human safety and take appropriate action. Agency will assist upon request from ACO.
- ACO will pick up dead wildlife on public streets/land weighing up to 50 pounds. For animals over 50 pounds, Agency may contact a designated rendering company for removal. Removal of dead wildlife on private property should be referred to the designated rendering company and associated costs will be the responsibility of the resident




Palo Alto and Los Altos Agreement; Animal Control

Final Audit Report

2020-04-24

| | |
|-----------------|----------------------------------------------|
| Created: | 2020-04-22 |
| By: | Angel Rodriguez (arodriguez@losaltosca.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAPok-4kubSI_KSwWAT_uJxR50UROeYIZS |

"Palo Alto and Los Altos Agreement; Animal Control" History

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MEMORANDUM

DATE: August 24, 2021
FROM: Guido F. Persicone, Planning Services Manager, AICP
VIA: Jon Biggs, Community Development Director
TO: City Council

SUBJECT: AUGUST 24, 2021 OBJECTIVE STANDARDS COMMENTS

City staff received comments regarding the objective standards project from the City Council after publication of the report. Staff responses are identified in red below

Comment: Section 1, Definitions: 'Facade' and 'Lined' are both listed/defined twice, slightly differently each time.

Staff Response: The second definition should be removed from the draft ordinance – as indicated by strikethrough below

SECTION 1. AMENDMENT OF CODE: Title 14 of the Los Altos Municipal Code is hereby amended and replaced with the new standards and shall read as follows:

The following definitions shall be added to 14.02.070 (Definitions) of the Los Altos Municipal Code:

“Board-formed concrete” means concrete that has textured patterns on its finished surfaces that retain the wood grain of boards or molds used to form the wet concrete.

“Chamfered corner” means a building corner which is cut back at a 45-degree diagonal from the primary façade to provide a corner surface at least 8 feet in length

“Façade” means the exterior wall on all sides of the building.

“Façade” means the exterior wall on any side of a building.

“Lined” parking refers to a building configuration where residential, commercial, or office uses are located between a street-facing property line and above-ground parking levels. Also referred to as a “wrapped” building

~~“Lined” refers to parking located behind non-residential uses.~~

Comment: In 14.66.180 - Maintenance of landscaped areas, “... shall be planted with **fast growing** materials ... “, 'fast growing' is not an objective standard.

Objective Standards Comments

Desk Memo

August 24, 2021

14.66.180 - Maintenance of landscaped areas- A landscaped strip or other landscaped area provided in compliance with district regulations or as a *condition approval of a use permit* shall be planted with fast growing materials suitable for screening or ornamenting the site, whichever is appropriate, and plant materials shall be replaced as needed to screen or ornament the site. Landscaped strips and other landscaped areas shall be watered, weeded, pruned, fertilized, sprayed, or otherwise maintained as deemed necessary by the building inspector.

Staff Response: **the phrase “as defined by a landscape architect licensed to practice in California ” could be added to the definition to make it more objective in nature.**

14.66.180 - Maintenance of landscaped areas- A landscaped strip or other landscaped area provided in compliance with district regulations or as a *condition approval of a use permit* shall be planted with fast growing materials *as defined by a landscape architect licensed to practice in California*, suitable for screening or ornamenting the site, whichever is appropriate, and plant materials shall be replaced as needed to screen or ornament the site.

Comment: Additionally, 14.70.070 - Landscaped strips, is mentioned throughout the Objective Standards document together with 14.66.180 (above), but 14.70.070 is not spelled out in the ordinance (or anywhere other than staff comments), although maybe it's not being revised? If it is being changed it should be included in the ordinance.

Staff Response: **Section 14.70.070 can be found on page 27 of the Attachment 4 (Response to Comments) and provided here for your convenience – (Note - this is an existing section in the code and modifications to it are not being proposed in this ordinance)**

14.70.070 - Landscaped strips-A landscaped strip not less than five feet in depth shall be planted and permanently maintained throughout the length of all property lines adjoining residential sites and throughout the length of all property lines on adjoining streets, as approved by the architecture and site control committee.