NOTE: To protect our constituents, City officials, and City staff, the City requests all members of the public follow the guidance of the California Department of Health Services', and the County of Santa Clara Health Officer Order, to help control the spread of COVID-19. Additional information regarding COVID-19 is available on the City's website at www.campbellca.gov.

This City Council Regular meeting will be conducted in person as well as telecommunication and is compliant with provisions of the Brown Act.

The City Council meeting will be live-streamed on Channel 26 or Channel 88, the City's website and on YouTube https://www.youtube.com/user/CityofCampbell for those who only wish to view the meeting.

Those members of the public wishing to provide public comment virtually are asked to register in advance at: https://www.campbellca.gov/signup. After registering, you will receive a confirmation email containing information about joining the meeting. Members of the public may attend the meeting in person at Campbell City Hall - Council Chambers.

Public comment will also be accepted via email at ClerksOffice@campbellca.gov prior to the start of the meeting. Written comments will be posted on the website and distributed to the Council. If you choose to email your comments, please indicate in the subject line “FOR PUBLIC COMMENT” and indicate the item number.

REGULAR MEETING OF THE CAMPBELL CITY COUNCIL
Monday, January 23, 2023 – 7:30 p.m.
City Hall Council Chamber – 70 N. First Street

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS AND PROCLAMATIONS

1. Presentation by the South Bay Clean Creek Coalition on Los Gatos Creek Trail Native Wildlife and Upcoming Restoration Project
   Recommended Action: That the City Council receives an informational presentation from the South Bay Clean Creeks Coalition about the Los Gatos Creek Trail native species and upcoming restoration project.

COMMUNICATIONS AND PROCLAMATIONS

ORAL REQUESTS
NOTE: This portion of the meeting is reserved for persons wishing to address the City Council on any matter not on the agenda. Persons wishing to address the Council are requested, but not required to complete a Speaker’s Card. Speakers are limited to two (2) minutes. The law generally prohibits the Council from discussion or taking action on such items. However, the Council may instruct staff accordingly regarding Oral Requests.

COUNCIL ANNOUNCEMENTS

CONSENT CALENDAR

NOTE: All matters listed under consent calendar are considered by the City Council to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a request is made by a member of City Council, City staff, or a member of the public. Any person wishing to speak on any item on the consent calendar should ask to have the item removed from the consent calendar prior to the time the Council votes to approve. If removed, the item will be discussed in the order in which it appears.

2. Minutes of City Council Regular Meeting of December 20, 2022
   Recommended Action: Approve the regular meeting minutes of December 20, 2022.

3. Minutes of City Council Executive Session Meeting of January 13, 2023
   Recommended Action: Approve the executive meeting minutes of January 13, 2023.

4. Minutes of City Council Executive Meeting of January 14, 2023
   Recommended Action: Approve the executive meeting minutes of January 14, 2023.

5. Approving Bills and Claims
   Recommended Action: Approve the bills and claims in the amount of $2,063,064.38.

   Recommended Action: That the City Council review and accept the Monthly Investment Transactions Report for December 2022.

7. Amendment to the Classification and Salary Plan - Public Safety Dispatcher
   (Resolution/Roll Call Vote)
   Recommended Action: That the City Council adopt the Resolution amending the Classification and Salary Plan for Police Safety Dispatcher.

8. Accept Donation to Campbell Recreation Youth Scholarship Program
   (Resolution/Roll Call Vote)
   Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to accept a donation of $10,000 from Medicare Drop, LLC for the Youth Recreation Scholarship Program.

9. Authorization for the City Manager to Amend the Consultant Services Agreement with Jayson Architecture for Additional Design and Engineering Services for the Campbell Library Renovations Project (No. 23-SS)
   (Resolution/Roll Call Vote)
Recommended Action: That the City Council adopt a Resolution authorizing the City Manager to amend the Consultant Services Agreement with Jayson Architecture for additional design and engineering services for the Campbell Library Renovations Project (No. 23-SS).

10. Authorization to Submit Application for Open Space Authority 2022-2023 Urban Grant Program for a Campbell Parks and Recreation Facilities Master Plan (Resolution/Roll Call Vote)

Recommended Action: That the City Council adopt a resolution authorizing the Community Development Director to submit an Urban Grant Program Application to the Open Space Authority for the development of a Parks and Recreation Facilities Master Plan.

PUBLIC HEARINGS AND INTRODUCTION OF ORDINANCES

NOTE: Members of the public may be allotted up to two (2) minutes to comment on any public hearing item. Applicants/Appellants and their representatives may be allotted up to a total of five (5) minutes for opening statements and up to a total of three (3) minutes maximum for closing statements. Items requested/recommended for continuance are subject to Council's consent at the meeting.

11. Public Hearing to Consider Adoption of a Resolution Directing the Community Development Director to Proceed with Abatement of Hazardous Vegetation (Resolution/Roll Call Vote)

Recommended Action: That the City Council adopt a Resolution directing the Community Development Director to proceed with the abatement of hazardous vegetation by the Santa Clara County Consumer and Environmental Protection Agency.

NEW BUSINESS

12. Approval of Contract Amendment with Good City Company for Economic Development Consulting Services and Dispensing with Bidding Requirements as Specified in Campbell Municipal Code Section 3.20.030(4) (Resolution/Roll Call)

Recommended Action: That the City Council adopt a Resolution approving an amendment to the City's Consultant Agreement with Good City Company for economic development consultant services, authorize a corresponding budget adjustment, and dispense with bidding requirements as authorized by Campbell Municipal Code Section 3.20.030(4) for specialized services.

13. 2023 City Council Meeting Schedule (Resolution/Roll Call Vote)

Recommended Action: That the City Council adopt a Resolution approving the 2023 City Council meeting schedule.

COUNCIL COMMITTEE REPORTS

14. Council Committee Reports

Recommended Action: That the City Council report on activities from their committee assignments.
IMPORTANT NOTICE: Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection with the agenda packet in the lobby of City Clerk’s Office, 70 N. First Street, Campbell, CA 95008, during normal business hours. These materials will also be available on the City website at https://www.ci.campbell.ca.us/agendacenter with the agenda packet following the last item of the agenda, subject to staff’s ability to post the documents prior to the meeting. All documents not posted prior to the meeting will be posted the next business day.

In compliance with the Americans with Disabilities Act, listening assistive devices are available for all meetings held in the City Council Chambers. If you require accommodation, please contact the City Clerk’s Office, (408) 866-2117, at least one week in advance of the meeting.
TITLE: Presentation by the South Bay Clean Creek Coalition on Los Gatos Creek Trail Native Wildlife and Upcoming Restoration Project

RECOMMENDED ACTION

That the City Council receives an informational presentation from the South Bay Clean Creeks Coalition about the Los Gatos Creek Trail native species and upcoming restoration project.

BACKGROUND

In April 2013, South Bay Clean Creeks Coalition (SBCCC) approached staff from the City’s Public Work Maintenance Division about conducting a creek cleanup. Since then, this arrangement has led to a long-term partnership with the Public Works Department, resulting in over 370 cleanup events with 600 tons of debris cleared from local South Bay waterways, and over 20,000 volunteer hours. More recently, SBCCC has partnered with the City and the West Valley Clean Water Authority for the installation of a mural under the Creekside Way bridge and a local Chinook "King" Salmon monitoring effort.

DISCUSSION

SBCCC has prepared a presentation of their proposed upcoming creek restoration and native wildlife project. The goal of the restoration project is to expand healthy stretches for the salmon to spawn. SBCCC has conducted meetings with a consulting group, McBain and Associates, to improve the gravel volume which will benefit spawning steelhead and Chinook salmon. The scope of work includes locating short waterfall downstream of Campbell Avenue to elevate the water level which should improve fish passage. McBain and Associates has done several similar projects with Valley Water and all around the western USA. The restoration project will launch in June 2023 in the area immediately downstream of Campbell Avenue. The restoration project will require two seasons to complete the project which will occur over successive summers.

FISCAL IMPACT

There is no fiscal impact to the City of Campbell associated with the acceptance of this report and presentation.
Prepared by:  
Peri Newby, Environmental Program Specialist

Reviewed by:  
Todd Capurso, Director of Public Works

Approved by:  
Brian Loventhal, City Manager
REGULAR MEETING OF THE CAMPBELL CITY COUNCIL
Tuesday, December 20, 2022 7:30 p.m.
City Hall Council Chamber – 70 N. First Street

This City Council meeting was duly noticed pursuant to open meeting requirements of the Ralph M. Brown Act (G.C. Section 54956).

This meeting was recorded and can be viewed in its entirety at www.cityofcampbell.com/agendacenter.

CALL TO ORDER

The City Council of the City of Campbell convened this day in the regular meeting place, the City Hall Council Chamber, 70 N. First St., Campbell, California.

ROLL CALL

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Resnikoff</td>
<td>Mayor</td>
<td>Present</td>
</tr>
<tr>
<td>Anne Bybee</td>
<td>Vice Mayor</td>
<td>Present</td>
</tr>
<tr>
<td>Elizabeth ‘Liz’ Gibbons</td>
<td>Councilmember</td>
<td>Present</td>
</tr>
<tr>
<td>Susan M. Landry</td>
<td>Councilmember</td>
<td>Present</td>
</tr>
<tr>
<td>Sergio Lopez</td>
<td>Councilmember</td>
<td>Present</td>
</tr>
</tbody>
</table>

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Information Technology (IT) staff in recognition of their efforts in facilitating virtual meetings. Mayor Resnikoff also presented IT Manager, Cecil Lawson and IT Administrators Ryan Favila and Lee Emerling certificates of appreciation for leading the Pledge of Allegiance.

SPECIAL PRESENTATIONS AND PROCLAMATIONS

1. Proclamation for the Information Technology Division for Providing Outstanding Assistance and Access to Public Meetings and City Services

   Recommended Action: That the City Council recognize the Information Technology Department for their efforts in supporting the City of Campbell through virtual public meetings.

   Mayor Resnikoff recognized the IT Division staff for all their efforts to provide virtual public meetings during the pandemic and their dedication in supporting the City of Campbell and its community and presented them with a proclamation.
IT Manager Lawson thanked the Mayor, Council and City staff for the recognition. He recognized his staff, Lee Emerling and Ryan Favila, for their time and dedicated service to the IT Division and the City of Campbell.

Councilmembers thanked the IT staff for their service to the City.

COMMUNICATIONS AND PETITIONS

There were no communications and petitions.

ORAL REQUESTS

Ken Johnson, Campbell Chamber of Commerce Executive Director, provided an update on the Toy Drive fundraiser noting they distributed to over 957 families in need. He thanked the City, Police Department, Santa Clara County Fire, and the Downtown Campbell Business Association for their efforts.

Pouria Daryanabard, Campbell Business Owner requested a waiver to allow the sale of live fish at her grocery store.

COUNCIL ANNOUNCEMENTS

City Hall is open to the public for in-person services Monday through Friday, from 8:00 am to 5:00 pm. For your convenience, online services including permits, business license applications and virtual appointments are available online. Visit the city's website at campbellca.gov to view information for all city departments and services available.

The City Council meeting on Tuesday, January 17 has been cancelled. A Special City Council meeting has been scheduled for 7:30 pm on Monday, January 23.

The City Clerk’s office is accepting applications for the Parks and Recreation Commission. To find out more about this Commission, or to apply, please contact the City Clerk’s office at (408) 866-2117, or visit the city’s website at campbellca.gov.

Spreading holiday cheer to local children in need. The Campbell Chamber Campbell Community Toy Program is currently accepting unwrapped toys for elementary school aged kids. To find out more about this program, please visit campbelltoyprogram.com. Toy bins are available at Campbell City Hall, the Community Center, and the Police Department. The deadline to accept toys is Monday, January 2.

Southern rockers celebrating 50 years, the Marshall Tucker Band will be performing live on Saturday, January 28, 2023, at 8:00pm at the Heritage Theatre. For ticket information, please visit campbellca.gov.

City Hall offices will be closed for business beginning Friday, December 23 thru Monday, January 2. Police and emergency services will remain open.
CONSENT CALENDAR

Mayor Resnikoff asked if anyone wished to remove an item from the Consent Calendar. The Consent Calendar was considered as follows:

2. **Minutes of City Council Special Meeting of November 29, 2022**
   
   **Recommended Action:** Approve the special meeting minutes of November 29, 2022.
   
   This action approves the special meeting minutes of November 29, 2022.

3. **Minutes of City Council Executive Session Meeting of December 6, 2022**
   
   **Recommended Action:** Approve the executive session meeting minutes of December 6, 2022.
   
   This action approves the executive session meeting minutes of December 6, 2022.

4. **Minutes of City Council Regular Meeting of December 6, 2022**
   
   **Recommended Action:** Approve the regular meeting minutes of December 6, 2022.
   
   This action approves the regular meeting minutes of December 6, 2022.

5. **Approving Bills and Claims**
   
   **Recommended Action:** Approve the bills and claims in the amount of $3,129,525.57.
   
   This action approves the bills and claims in the amount of $3,129,525.57 as follows: payroll checks dated November 10, 2022, in the amount of $25,842.45; bills and claims checks dated November 21, 2022, in the amount of $2,835,436.18; payroll checks dated November 23, 2022, in the amount of $31,215.95; and bills and claims checks dated November 28, 2022, in the amount of $237,030.99.

   
   **Recommended Action:** That the City Council review and accept the Monthly Investment Transactions Report for November 2022.
   
   This action notes and files the Monthly Transaction Report for November 2022.

7. **Approval of MOU, Updates to Campbell Personnel Rules and Regulations; and Approving Updates to the City of Campbell's Salary Plan with Campbell Peace Officers' Association (Resolution/Roll Call Vote)**
   
   **Recommended Action:** That the City Council adopt a resolution approving and ratifying a successor Memorandum of Understanding (MOU) between the City of Campbell and the Campbell Peace Officers' Association (CPOA); approving updates to the City of Campbell Personnel Rules and Regulations; and, approving updates to the City of Campbell's Salary Plan.
   
   Resolution 12926 approves and ratifies a successor Memorandum of Understanding (MOU) between the City of Campbell and the Campbell Peace...
Officers’ Association (CPOA); approves updates to the City of Campbell Personnel Rules and Regulations; and, approves updates to the City of Campbell's Salary Plan.

M/S: Landry/Gibbons – That the City Council approve the Consent Calendar. The motion was adopted by the following roll call vote:

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>ADOPTED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Gibbons</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Lopez</td>
</tr>
<tr>
<td>AYES:</td>
<td>Resnikoff, Bybee, Gibbons, Landry, Lopez</td>
</tr>
</tbody>
</table>

PUBLIC HEARINGS AND INTRODUCTION OF ORDINANCES

There were no public hearings and introductions of ordinances.

NEW BUSINESS

8. Declaring the Canvass of Returns and Results of the General Municipal Election Held on November 8, 2022 (Resolution/Roll Call Vote)
   Recommended Action: That the City Council adopt a resolution declaring the canvass of returns and result of the General Municipal Election, and direct the City Clerk to administer the Oaths of Office.

   City Clerk Sanders presented a staff report dated December 20, 2022.

   M/S: Gibbons/Lopez – That the City Council adopt Resolution 12927 declaring the canvass of returns and result of the General Municipal Election, and directing the City Clerk to administer the Oaths of Office. The motion was adopted by the following roll call vote:

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>ADOPTED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Gibbons</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Lopez</td>
</tr>
<tr>
<td>AYES:</td>
<td>Resnikoff, Bybee, Gibbons, Landry, Lopez</td>
</tr>
</tbody>
</table>

9. City Council Reorganization
   Recommended Action: That the City Council reorganize and elect a Mayor and Vice Mayor for the upcoming year.

   City Manager Loventhal introduced the item.

   Councilmember Gibbons thanked those in attendance, friends and family, colleagues from other agencies, elected officials, City staff and past and current Councilmembers. She expressed her appreciation for everyone's support and dedicated efforts. Councilmember Gibbons noted significant accomplishments such as reducing the City’s carbon footprint, electrification of Reach Codes, balanced budgets, Objective Standards and more.
Councilwoman Landry expressed her appreciation with members of the audience displaying a sign that read “Campbell thanks you.”

Councilmembers thanked Councilmember Gibbons for her leadership, commitment to the community, dedication to the residents and service on the Council and Planning Commission.

Vice Mayor Bybee presented Mayor Resnikoff with a plaque in recognition of his service as mayor for the year and thanked him for his service.

Mayor Resnikoff spoke of his time with the City, and he noted his service on the Parks and Recreation Commission, Planning Commission and Council appointed regional committees. He spoke of noteworthy accomplishments during his time on the Council such as added housing, a Below Market Rate program, the Parklet program, Measure O, the new park playgrounds and more. He spoke of his efforts in helping to establish AB765. Mayor Resnikoff thanked City departments and staff and, everyone he served with, including commissioners past and present, the current and previous Councils, managing directors from regional boards, other elected officials, the Chamber of Commerce and the voters.

Councilwoman Landry expressed her appreciation with members of the audience displaying a sign that read “Campbell thanks you.”

Councilmembers thanked Mayor Resnikoff for his service, his perspectives, his practical voice on issues, his ability to listen, and his commitment and care for the community.

Santa Clara County Supervisor Susan Ellenberg thanked outgoing Councilmember Gibbons and Mayor Resnikoff for their commitment to serving and presented them with Commendations from the Santa Clara County Board of Supervisors.

District Director for California Assemblymember Low and President for Board of Trustee De Anza Community College, Patrick Aherns, thanked the outgoing Councilmembers for their service and presented them with a proclamation on behalf of California Assemblymember Low.

Mr. Aherns played an audio recording from Assemblymember Low, who thanked Councilmember Gibbons and Mayor Resnikoff for their years of service to Campbell. He also thanked staff for supporting the Council and thanked incoming councilmembers for their willingness to serve.

Former City of Saratoga Councilmember and Associate Vice Chancellor of Governmental and Public Communications at West Valley Mission Community College, Manny Capello, congratulated outgoing Councilmembers for their outstanding job on the Council.
Jim Sullivan, Campbell resident, thanked the outgoing Councilmembers for all the hard work they do for the City.

Chamber of Commerce Executive Director Ken Johnson thanked the outgoing Councilmembers for their service and support of the Chamber.

Santa Clara County Librarian Jennifer Weeks thanked the outgoing Councilmembers and welcomed incoming councilmembers.

Member of the public Kyon Tarver thanked Mayor Resnikoff for his Pledge of Allegiance certificate, and for his service and wished him a Merry Christmas.

Former City of Campbell Councilmember Rich Waterman thanked outgoing Mayor Resnikoff and Councilmember Gibbons for their service and wished them well.

President of the Moreland West Neighborhood Association Amy Cody thanked the Council for all the work they do on behalf of the community. She appreciated the support the outgoing Councilmembers provided to the Neighborhood Association.

Mayor Resnikoff yielded the gavel to Vice Mayor Bybee. Mayor Resnikoff and Councilmember Gibbons stepped down from the dais.

City Clerk Sanders administered the Oath of Office to Vice Mayor Anne Bybee. Vice Mayor Bybee thanked her family, friends, voters, colleagues, and City staff for their support. She stated it is an honor to serve and expressed her gratitude to all that helped her obtain this role.

City Clerk Sanders administered the oath of office to Councilmember elect Dan Furtado. Councilmember Furtado thanked outgoing councilmembers Gibbons and Resnikoff for their many years of service. He thanked those who encouraged him to run for election and the voters. He noted his family’s long standing history in the city of Campbell. He acknowledged his family and friends in attendance and watching virtually and thanked elected officials for their support.

City Clerk Sanders administered the oath of office to Councilmember elect Elliot Scozzola. Councilmember Scozzola thanked his family, friends and voters for their support. He expressed his appreciation to the Council; and stated he looked forward to serving the community.

Councilmembers welcomed newly elected Councilmembers and stated they looked forward to working with them.

Vice Mayor Bybee called for the election of Mayor.

M/S: Landry/Lopez - To nominate Vice Mayor Bybee to serve as Mayor. The
motion was adopted by the following roll call vote:

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>ADOPTED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Landry</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Lopez</td>
</tr>
<tr>
<td>AYES:</td>
<td>Furtado, Scozzola, Lopez, Landry, Bybee</td>
</tr>
</tbody>
</table>

Mayor Bybee thanked her previous colleagues for their positive impact in allowing herself and others to succeed. Mayor Bybee discussed goals for the upcoming year. She congratulated outgoing councilmembers Gibbons and Resnikoff; and thanked current Councilmembers for selecting her as Mayor.

Mayor Bybee called for the election of Vice Mayor.

M/S: Lopez/Furtado - To nominate Councilmember Landry to serve as Vice Mayor. The motion was adopted by the following roll call vote:

<table>
<thead>
<tr>
<th>RESULT:</th>
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</thead>
<tbody>
<tr>
<td>MOVER:</td>
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<tr>
<td>SECONDER:</td>
<td>Lopez</td>
</tr>
<tr>
<td>AYES:</td>
<td>Furtado, Scozzola, Lopez, Landry, Bybee</td>
</tr>
</tbody>
</table>

Vice Mayor Landry thanked everyone and stated she looked forward to the upcoming year.

Councilmembers congratulated newly elected Mayor Bybee and Vice Mayor Landry and stated they looked forward to the upcoming year.

**ADJOURN**

Mayor Bybee adjourned the meeting at 9:29 p.m. A reception honoring the newly elected officials followed.

APPROVED:

ATTEST:

Anne Bybee, Mayor

---

Andrea Sanders, City Clerk
This City Council meeting was duly noticed pursuant to open meeting requirements of the Ralph M. Brown Act (G.C. Section 54956).

CALL TO ORDER

The City Council of the City of Campbell convened this day in the special meeting place, the Community Center Room E-44, 1 W. Campbell Ave., Campbell, California.

ROLL CALL

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sergio Lopez</td>
<td>Councilmember</td>
<td>Present</td>
</tr>
<tr>
<td>Elliot Scozzola</td>
<td>Councilmember</td>
<td>Present</td>
</tr>
<tr>
<td>Dan Furtado</td>
<td>Councilmember</td>
<td>Present</td>
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<tr>
<td>Susan M. Landry</td>
<td>Vice Mayor</td>
<td>Present</td>
</tr>
<tr>
<td>Anne Bybee</td>
<td>Mayor</td>
<td>Present</td>
</tr>
</tbody>
</table>

PUBLIC COMMENT

There was no public comment.

MOVE INTO CLOSED EXECUTIVE SESSION

A. Personnel – Pursuant to G.C. Section 54957(b)(1): Public Employee Evaluation – City Manager

B. Litigation –

C. Real Property

D. Labor Negotiations

The City Council met in Executive Session to discuss item A. City Manager, Brian Loventhal; and Mike Messina of Messina and Associates, Inc. were in attendance. The City Council took a 10-minute recess at 6:00 p.m. and reconvened at 6:10 p.m. with all members present.
ADJOURN

Mayor Bybee adjourned the meeting at 8:00 PM.

APPROVED:

ATTEST:

______________________________
Anne Bybee, Mayor

______________________________
Andrea Sanders, City Clerk
This City Council meeting was duly noticed pursuant to open meeting requirements of the Ralph M. Brown Act (G.C. Section 54956).

CALL TO ORDER

The City Council of the City of Campbell convened this day in the special meeting place, the Community Center Room E-44, 1 W. Campbell Ave., Campbell, California.

ROLL CALL

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<td>Present</td>
</tr>
<tr>
<td>Anne Bybee</td>
<td>Mayor</td>
<td>Present</td>
</tr>
</tbody>
</table>

PUBLIC COMMENT

There was no public comment.

MOVE INTO CLOSED EXECUTIVE SESSION

A. Personnel – Pursuant to G.C. Section 54957(b)(1): Public Employee Evaluation – City Manager

B. Litigation –

C. Real Property

D. Labor Negotiations

The City Council met in Executive Session to discuss item A. City Manager, Brian Loventhal; and Mike Messina of Messina and Associates, Inc. were in attendance. The City Council took a 10-minute recess at 10:10 a.m. and reconvened at 10:20 a.m. with all members present. The City Council took a 10-minute recess at 11:20 a.m. and
reconvened at 11:30 a.m. with all members present. The City Council took a 5-minute recess at 1:40 p.m. and reconvened at 1:45 p.m. with all members present.

**ADJOURN**

Mayor Bybee adjourned the meeting at 5:02 p.m.

**APPROVED:**

**ATTEST:**

__________________________
Anne Bybee, Mayor

__________________________
Andrea Sanders, City Clerk
TITLE: Approving Bills and Claims

RECOMMENDED ACTION

Approve the bills and claims in the amount of $2,063,064.38

DISCUSSION

The bills and claims that have been audited and approved by staff for payments made as noted below:

<table>
<thead>
<tr>
<th>Type</th>
<th>Check Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bills &amp; Claims</td>
<td>December 05, 2022</td>
<td>$670,164.82</td>
</tr>
<tr>
<td>Payroll</td>
<td>December 08, 2022</td>
<td>$69,885.69</td>
</tr>
<tr>
<td>Bills &amp; Claims</td>
<td>December 12, 2022</td>
<td>$272,178.26</td>
</tr>
<tr>
<td>Bills &amp; Claims</td>
<td>December 19, 2022</td>
<td>$774,504.20</td>
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<tr>
<td>Payroll</td>
<td>December 22, 2022</td>
<td>$30,785.43</td>
</tr>
<tr>
<td>Bills &amp; Claims</td>
<td>December 26, 2022</td>
<td>$245,545.98</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$2,063,064.38</strong></td>
</tr>
</tbody>
</table>

FISCAL IMPACT

Requested action does not require a budget adjustment. Adequate funding was available to cover all expenses as listed.

Prepared by: Celia Deniz, Accounting Clerk II

Reviewed by: Norite Vong, Finance Manager
Approved by:  
Brian Loventhal, City Manager
TITLE: Monthly Investment Transactions Report (December 2022)

RECOMMENDED ACTION

That the City Council review and accept the Monthly Investment Transactions Report for December 2022.

BACKGROUND

As required by California Government Code (GC) Section 53607, staff will submit to Council Monthly Investment Transaction Reports within 45 days of the prior month end that show a listing of investments purchased, sold, called, or that have reached maturity, along with any Local Agency Investment Fund (LAIF) transfers. This is in addition to the Quarterly Investment Report, which shows a number of other items listed under Section VII.A of the City’s Investment Policy and has been historically prepared by staff and submitted to Council within 30 days from the end of the prior quarter.

DISCUSSION

This Monthly Investment Transaction Report covers December 2022. As shown in Attachment A, staff deposited $3.30 million into and withdrew $1.75 million from the City’s Local Agency Investment Fund (LAIF) account to manage weekly operating cash flows. There were no investment purchases or maturities. $2.3 million in secured property tax (3rd advance) receipts were received during the month. Consistent with the recommended FY 2022-23 Investment Strategy approved by Council on August 16, 2022, staff watches for longer-term investment opportunities outside of LAIF, as interest rates rise, providing a higher, yet still safe return consistent with the City’s Investment Policy. This report will again use the November LAIF investment rate of 2.007%, which remains the latest published. Staff will continue to look for attractive and appropriate longer-term investment opportunities throughout FY 2023; contingent on continued positive economic interest rate trends. Please note that all investment purchases made adhere to the City’s Investment Policy.

FISCAL IMPACT

There is no fiscal impact associated with the review and acceptance of the Monthly Investment Transactions Report.
Prepared by: John Formale, Accountant

Reviewed by: Will Fuentes, Finance Director

Approved by: Brian Loventhal, City Manager

Attachment:
CITY OF CAMPBELL  
Monthly Investment Transactions Report  
December 1 to December 31, 2022

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<tr>
<th>Account</th>
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<tbody>
<tr>
<td>LAIF - ******137</td>
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<tr>
<td><strong>Average Monthly Yield (November’s rate used, latest published)</strong></td>
<td></td>
<td>2.007% *</td>
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<tr>
<td><strong>Beginning Balance</strong></td>
<td></td>
<td>$ 64,522,758</td>
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<tr>
<td><strong>Transactions</strong></td>
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<td>Withdrawal</td>
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<td>Withdrawal</td>
<td>12/07/2022</td>
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<td>Deposit</td>
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<tr>
<td>Withdrawal</td>
<td>12/21/2022</td>
<td>(650,000)</td>
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<tr>
<td>Deposit</td>
<td>12/28/2022</td>
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<td><strong>Monthly Total</strong></td>
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<tr>
<td><strong>Ending Balance</strong></td>
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<td>$ 66,072,758</td>
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<tr>
<th>Account</th>
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<th>December 2022</th>
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<tbody>
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<td>Bank of New York (BNY) - ******818</td>
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<tr>
<td><strong>Beginning Balance</strong></td>
<td></td>
<td>$ 25,999,860</td>
</tr>
<tr>
<td><strong>Ending Balance</strong></td>
<td></td>
<td>$ 25,999,860</td>
</tr>
</tbody>
</table>
TITLE: Amendment to the Classification and Salary Plan - Public Safety Dispatcher (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council adopt the Resolution amending the Classification and Salary Plan for Police Safety Dispatcher.

DISCUSSION

As recruitments become necessary, Human Resources continues to revise and update job descriptions as appropriate, specifically related to Americans with Disability Act (ADA), Equal Opportunity Employment (EOE) language and updated duties of the classification.

Recent advances in technology have made it possible for the City of Campbell’s Public Safety Dispatchers to access a wider range of information and communication tools. This change will enable our dispatchers to gather information quickly and efficiently from multiple sources and provide better service to the public and first responders.

Staff is recommending updating the typical duties of a Public Safety Dispatcher to incorporate the ability to gather information using multiple audio and visual resources in addition to the traditional telephone and radio communication methods.

The updated duties of the Public Safety Dispatcher job specification will require all existing and future Public Safety Dispatchers to be able to gather information using multiple audio and visual resources. Training will be provided to current and new dispatchers and will cover the proper use of these tools and procedures for maintaining the privacy and security of the information gathered.

Staff believes that this update will greatly improve the efficiency and effectiveness of our Public Safety Dispatching operations.

FISCAL IMPACT

There are no fiscal impacts as the salary levels of the classification above are not proposed to be adjusted.
ALTERNATIVES

1. Do not amend the Classification and Salary Plan by modifying the attached class specifications.

Prepared by: 
Jenny Le, HR Manager

Approved by: 
Angelique Gaeta, Assistant City Manager

Attachment:
a. Resolution Public Safety Dispatcher
b. Public Safety Dispatcher_01112023_Clean Version
c. Public Safety Dispatcher_01112023_Redlined
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
AMENDING THE CLASSIFICATION AND SALARY PLAN

WHEREAS, the City of Campbell (City) City Manager is required by Section 2.12.030 of the Campbell Municipal Code to prepare and submit to the City Council recommendations for the reorganization of offices, departments, and positions which are considered to be in the best interest of efficient, effective and economical conduct of the municipal services provided by the City; and

WHEREAS, Title 2, Section 2.16.020 of the Campbell Municipal Code provides that the City Council may, from time to time, by resolution, change the compensation of employees of said City, and may, by resolution, adopt salary and wage scales; and

WHEREAS, a review has been conducted; and

WHEREAS, an amendment to the current Classification and Salary Plan is needed to meet the requirements of Municipal Code Section 2.12.030.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell does hereby approve the revision of the class specification for Public Safety Dispatcher.

PASSED AND ADOPTED this 23rd day of January 2023, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

APPROVED:

______________________________
Anne Bybee, Mayor

ATTEST:

______________________________
Andrea Sanders, City Clerk
PUBLIC SAFETY DISPATCHER

DEFINITION

Under general supervision, to receive and transmit routine and emergency telephone, radio and computer messages; to keep a variety of police records; and to do related work as required.

TYPICAL DUTIES

Duties may include, but are not limited to, the following: Answers all telephone calls promptly and courteously; makes rapid and accurate determination of the nature of each call and the degree, severity, and location of any emergency; refers non-emergency callers to the appropriate agency or other resource; questions emergency callers to elicit complete and accurate information necessary for emergency response and enters information in the computer-aided dispatch system; gather information using multiple audio and visual resources; selects emergency response units in exact accordance with established user agency policies and procedures; promptly and properly alerts response units in exact accordance with user agency policies and procedures; maintains current status on all field units; closely monitors any situation presenting a potential danger to the life or safety of field personnel and takes immediate action to dispatch assistance as required; maintains radio contact with field units and enforces proper channel control, discipline, and courtesy; maintains records and logs reflecting the outcome and details of emergency incidents; participates in training and evaluation activities to establish and maintain a high level of proficiency; accesses automated law enforcement systems, inputs data and information, and makes accurate entries into automated record files in accordance with applicable laws, statutes and Department of Justice requirements; builds and maintains positive working relationships with coworkers, other City employees, and the public using principles of good customer service.

SPECIAL CONDITIONS

Incumbents must have the ability to work, as assigned, on schedules that may include Saturdays, Sundays, holidays, and non-traditional work hours; and a willingness to work overtime as required.

OTHER REQUIREMENTS

Must be able to perform all the essential functions of the job assignment. All candidates will be required to pass a City background investigation, which will include fingerprinting and may include polygraph and/or psychological testing.

EMPLOYMENT STANDARDS

Education and Experience: Graduation from an accredited high school (GED may be substituted for a high school diploma); plus one year of successful full-time responsible experience performing work where the essential functions of the job involved public contact, computer usage or heavy telephone traffic.

Knowledge of: Standard communications principles and methods for public service dispatch activities; standard office procedures and
methods, including filing and the operation of common office equipment; correct English usage, spelling, punctuation and grammar.

Ability to: Communicate clearly and concisely with persons under extreme emotional stress; operate a computer aided-dispatch system; establish and maintain effective working relationships with those contacted in their course of work including the general public; type into a computer terminal at a net rate of 40 words per minute; quickly learn the policies, procedures and performance standards pertaining to the work; hear accurately and distinctly; speak clearly and precisely; write legibly; work in a team-based environment and achieve common goals; work in a confined area, wearing a headset which restricts physical movement about the work area; work in a highly structured environment where all communications are recorded or documented and reviewed as public record; view multiple video display terminals for extended periods of time in low variable light conditions; distinguish and interpret the meaning of colors on video display terminals; distinguish and comprehend simultaneous communications from several sources; work continuously or uninterrupted as required, standing or sitting for extended periods of time; perform a high standard of customer service, professional conduct and civic responsibility.

Special Requirements: Essential duties require the following physical abilities and work environment: General office environment; sit and/or stand for long periods of time; repetitive keyboarding; reach, squat, lift, and carry up to 25 pounds; able to travel to various locations within and outside the City of Campbell.

In compliance with the American with Disabilities Act, the City of Campbell will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the Human Resources Division.

The City of Campbell is an Equal Opportunity Employer

Est. '72
Rev. '75, '89, '91, '02, '19, '23
PUBLIC SAFETY DISPATCHER

DEFINITION

Under general supervision, to receive and transmit routine and emergency telephone, radio and computer messages; to keep a variety of police records; and to do related work as required.

TYPICAL DUTIES

Duties may include, but are not limited to, the following: Answers all telephone calls promptly and courteously; makes rapid and accurate determination of the nature of each call and the degree, severity, and location of any emergency; refers non-emergency callers to the appropriate agency or other resource; questions emergency callers to elicit complete and accurate information necessary for emergency response and enters information in the computer-aided dispatch system; gathers information using multiple audio and visual resources; selects emergency response units in exact accordance with established user agency policies and procedures; promptly and properly alerts response units in exact accordance with user agency policies and procedures; maintains current status on all field units; closely monitors any situation presenting a potential danger to the life or safety of field personnel and takes immediate action to dispatch assistance as required; maintains radio contact with field units and enforces proper channel control, discipline, and courtesy; maintains records and logs reflecting the outcome and details of emergency incidents; participates in training and evaluation activities to establish and maintain a high level of proficiency; accesses automated law enforcement systems, inputs data and information, and makes accurate entries into automated record files in accordance with applicable laws, statutes and Department of Justice requirements; builds and maintains positive working relationships with coworkers, other City employees, and the public using principles of good customer service.

SPECIAL CONDITIONS

Incumbents must have the ability to work, as assigned, on schedules that may include Saturdays, Sundays, holidays, and non-traditional work hours; and a willingness to work overtime as required.

OTHER REQUIREMENTS

Must be able to perform all the essential functions of the job assignment. All candidates will be required to pass a City background investigation, which will include fingerprinting and may include polygraph and/or psychological testing.

EMPLOYMENT STANDARDS

Education and Experience: Graduation from an accredited high school (GED may be substituted for a high school diploma); plus one year of successful full-time responsible experience performing work where the essential functions of the job involved public contact, computer usage or heavy telephone traffic.

Knowledge of: Standard communications principles and methods for public service dispatch activities; standard office procedures and
methods, including filing and the operation of common office equipment; correct English usage, spelling, punctuation and grammar.

Ability to: Communicate clearly and concisely with persons under extreme emotional stress; operate a computer aided-dispatch system; establish and maintain effective working relationships with those contacted in their course of work including the general public; type into a computer terminal at a net rate of 40 words per minute; quickly learn the policies, procedures and performance standards pertaining to the work; hear accurately and distinctly; speak clearly and precisely; write legibly; work in a team-based environment and achieve common goals; work in a confined area, wearing a headset which restricts physical movement about the work area; work in a highly structured environment where all communications are recorded or documented and reviewed as public record; view multiple video display terminals for extended periods of time in low variable light conditions; distinguish and interpret the meaning of colors on video display terminals; distinguish and comprehend simultaneous communications from several sources; work continuously or uninterruptedly as required, standing or sitting for extended periods of time; perform a high standard of customer service, professional conduct and civic responsibility.

Special Requirements: Essential duties require the following physical abilities and work environment: General office environment; sit and/or stand for long periods of time; repetitive keyboarding; reach, squat, lift, and carry up to 25 pounds; able to travel to various locations within and outside the City of Campbell.

In compliance with the American with Disabilities Act, the City of Campbell will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the Human Resources Division.

The City of Campbell is an Equal Opportunity Employer

Est. '72
Rev. '75, '89, '91, '02, 4/19, '23
J:\Specs\PSafetyDispatcher_01112023_Redlined (Amendment to the Classification and Salary Plan)
TITLE: Accept Donation to Campbell Recreation Youth Scholarship Program (Resolution/Roll Call Vote)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager to accept a donation of $10,000 from Medicare Drop, LLC for the Youth Recreation Scholarship Program.

BACKGROUND

Medicare Drop, LLC recently donated a check in the amount of $10,000 to the City of Campbell with the intention of providing scholarship opportunities for children to attend summer camp programs in the City of Campbell.

DISCUSSION

Medicare Drop, LLC is a local Campbell business that delivers medical equipment and supplies to covered Medicare beneficiaries. The owner and operator of Medicare Drop, LLC is Ryan Sampson, a former Recreation Leader for the City of Campbell. Medicare Drop, LLC, and Mr. Sampson are looking for ways to provide support to the Campbell community. The Recreation and Community Services Department would like to accept the donation and will use the monies to provide recreational opportunities for underserved youth in our community.

FISCAL IMPACT

There is no negative fiscal impact to the City.

Prepared by: Natasha Bissell
Natasha Bissell, Recreation and Community Services Director
Approved by:  

Angelique Gaeta, Assistant City Manager

Attachment:

a. RESOLUTION Donation Medicare drop
RESOLUTION NO. _________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
AUTHORIZING THE CITY MANAGER TO ACCEPT A $10,000 DONATION
FROM MEDICARE DROP, LLC FOR THE CAMPBELL YOUTH
SCHOLARSHIP PROGRAM.

WHEREAS, Medicare Drop, LLC is a local Campbell business, owned and
operated by Ryan Sampson; and

WHEREAS, Ryan Sampson was a former camp participant and Recreation
Leader in the City of Campbell's Summer Day Camp Program; and

WHEREAS, Medicare Drop, LLC is looking for ways to give back to the
community and provide summer camp opportunities for children in the City
of Campbell;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes
the City Manager to accept the donation of $10,000 for the Campbell
Youth Scholarship Program.

PASSED AND ADOPTED this 23rd day of January 2023, by the following
roll call vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

APPROVED:

________________________________
Anne Bybee, Mayor

ATTEST:
Attachment: RESOLUTION Donation Medicare drop (Accept Donation to Campbell Recreation Youth Scholarship Program)

Andrea Sanders, City Clerk
TITLE: Authorization for the City Manager to Amend the Consultant Services Agreement with Jayson Architecture for Additional Design and Engineering Services for the Campbell Library Renovations Project (No. 23-SS) (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council adopt a Resolution authorizing the City Manager to amend the Consultant Services Agreement with Jayson Architecture for additional design and engineering services for the Campbell Library Renovations Project (No. 23-SS).

BACKGROUND

In May 2020, the City Council adopted Resolution No. 12589 authorizing the City Manager to execute a Consultant Services Agreement with Jayson Architecture for the design of the Campbell Library Renovations Project (No. 23-SS). Upon contract execution on May 9, 2020, consultants from Jayson Architecture began work on the design elements that would become the framework for the construction of the Library Renovations Project. By the end of 2021, Jayson Architecture had finalized the design of the Library Renovations, which prompted staff to begin the advertisement and selection process for qualified contractors and construction management firms that would oversee those respective facets during the project’s construction phase.

In early 2022, staff submitted the City’s application to the California State Library’s Building Forward Grant Program, requesting funds for qualifying design and construction-related services of the Campbell Library Renovation Project (No. 23-SS). The purpose of the grant program is to address safety and critical maintenance needs for public library facilities throughout the State. In October 2022, the City received a confirmation letter with the State’s intent to award a total amount of $4,718,450 in grant funding to the City of Campbell on behalf of the Building Forward Grant Program.

On December 6, 2022, per the terms of the Building Forward Grant Program, the City formally adopted Resolution No. 12921 which authorized the grant application, acceptance and execution of the grant funds, and the City Manager to execute the official Funding Agreement and any Amendments with the State of California Library. The approved Resolution was uploaded to the State Library’s Grant Management system and can be viewed here: https://webportalapp.com/sp/buildingforward.
On December 14, 2022, the State Library confirmed receipt of all required documents submitted by the City, thereby concluding the last phase of the grant acceptance process. The City was also notified that the State would be submitting a claim in the upcoming weeks for the request to issue the City a check in the amount of $2,359,225.

DISCUSSION

The $4,718,450 in grant funds provided by the State Library’s Building Forward Grant Program has created capacity within the project’s existing budget for use of available City funds that were previously dedicated to cover safety and infrastructure improvement costs. As such, the available Measure O funds can be used to cover the costs of other much-needed improvements included in the project’s original (and approved) scope-of-work, but that were later omitted due to budget constraints. These improvements included the conversion of the entire library building into an all-electric facility; the addition of a new emergency generator to provide back-up power to the entire library building in the event of a power outage, as well as other improvements that would improve the Santa Clara Library District’s ability to provide services. As a result, the electrical conversion of the 24,000 square-foot Campbell Library would eliminate natural gas usage from one of the City’s largest operated facilities and move the City one step closer to a cleaner and greener energy-efficient future.

If incorporated into the project, these improvements have the potential to reduce the City’s long-term maintenance costs while greatly expanding citywide energy-conservation efforts. Furthermore, design elements that would improve the overall aesthetics and help reduce noise levels could also be added back into the project scope. However, to implement such improvements, additional design services are required. As such, staff has requested a proposal from Jayson Architecture to design and incorporate these additional elements into the project’s current scope of work. Additionally, the associated costs of the additional design services would also be considered during staff’s evaluation of the proposal.

As requested, Jayson Architecture has provided a proposal to the City for the design-related services of the additional improvement features (see Attachment C). The proposal includes the re-design and modification of project plans and specifications, acquisition of the required Building plan check and permit approval, and additional work improvements including:

- Removal of all gas-powered services and equipment; conversion of the library building to all-electric features.
- Addition of an emergency generator that powers the entire library as Alternate #1.
- Move Plaza Pavers from Add Alternate #1 into the base scope.
- Move Lower-level Stacks from Add Alternate #2 into the base scope.
- Move Upper-level Stacks from Add Alternate #3 into the base scope.
- Addition of acoustic wood wall finishes to the Community room.
- Addition of a sound-masking system as Alternate #2.
- Addition of acoustic felt in the group study rooms and booths as Alternate #3.
• Revisions to the Plans and Specifications.
• Construction administration for revisions.

The total cost of the proposed project additions is estimated at approximately $1.9 million, with the associated design costs at approximately $134,000.

FISCAL IMPACT
The amendment to the Consultant Services Agreement has a proposed cost of $133,976. The City has sufficient funds available within the approved Measure O Library Renovations Project Budget (Project No. 23-SS) to cover the costs of the additional design services as proposed by Jayson Architecture.

ALTERNATIVES
1. Do not adopt the resolution authorizing the City Manager to amend the original Consultant Services Agreement with Jayson Architecture and proceed with the current design of the Library Renovations project.
2. Direct staff to take alternative action.

Abdulla Ahmed

Prepared by:
Abdulla Ahmed, Sr. Project Manager

Reviewed by:
Todd Capurso, Director of Public Works

Approved by:
Brian Loventhal, City Manager

Attachment:
a. Resolution
b. First Amendment-Jayson Architecture
c. Jayson Architecture Proposal and Scope of Services
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
AUTHORIZING THE CITY MANAGER TO AMEND THE CONSULTANT SERVICES
AGREEMENT BETWEEN THE CITY AND JAYSON ARCHITECTURE FOR
ADDITIONAL DESIGN AND ENGINEERING SERVICES RELATED TO THE CAMPBELL
LIBRARY RENOVATIONS PROJECT (NO. 23-SS)

WHEREAS, on May 19, 2020, the City Council adopted Resolution No.12589 awarding the Measure O
- Campbell Library Improvements Design Services contract to Jayson Architecture, authorizing the City
Manager to execute the associated Consultant Services Agreement in a contract amount not-to-exceed
$1,704,210, and approving the corresponding budget amendment for Fiscal Year 2019-2020; and

WHEREAS, upon contract execution on May 9, 2020, Jayson Architecture began work on the design
elements of the Library Renovations Project which were later finalized by the end of 2021; and

WHEREAS, in early 2022, the City of Campbell applied for the State Library’s Building Forward Grant
Program, intended to address safety and critical maintenance needs for public libraries throughout the
State; and

WHEREAS, if awarded, the City would apply the grant funds toward any design and construction-related
services of the Campbell Library Renovations Project (No. 23-SS); and

WHEREAS, in October 2022, the City received a confirmation letter with the State’s intent to award a
total amount of $4,718,450 in grant funds to the City of Campbell on behalf of the Building Forward Grant
Program for the Campbell Library Renovations Project (No. 23-SS); and

WHEREAS, on December 6, 2022, per the terms of the Building Forward Grant Program, the City
Council of the City of Campbell adopted Resolution No.12921 authorizing the City Manager to execute
the funding agreement with the California State Library and any amendments thereto; and

WHEREAS, an associated budget adjustment was authorized in the amount of $4,718,450 for the
acceptance and allocation of the grant funds into account 448.518.4543 for the Campbell Library
Renovations Project (No. 23-SS); and

WHEREAS, the $4,718,450 in grant funds awarded by the State Library’s Building Forward Grant
Program has created capacity within the project’s existing budget for use of available City funds that were
previously dedicated to cover safety and infrastructure improvement costs; and

WHEREAS, the available Measure O funds can be used to cover the costs of other much-needed
improvements included in the project’s original (and approved) scope-of-work, but that were later omitted
due to budget constraints; and

WHEREAS, these improvements included the conversion of the entire library building into an all-electric
facility; the addition of a new emergency generator to provide back-up power to the entire library building
in the event of a power outage, as well as other improvements that would improve the Library’s ability to
provide services; and

WHEREAS, if incorporated into the project, the electrical conversion of the 24,000 square-foot Campbell
Library would eliminate natural gas usage from one of the City’s largest operated facilities and move the
City one step closer to a cleaner and greener energy-efficient future; and
WHEREAS, additional design elements to improve the building’s overall aesthetics and help reduce noise levels could also be added back into the project scope; and

WHEREAS, to implement these improvements, staff has requested a proposal from Jayson Architecture to incorporate these additional features into the project’s current scope of work; and

WHEREAS, in response, Jayson Architecture has submitted a proposal for the additional design and engineering services to incorporate the related improvement features into the Library Renovations Project; and

WHEREAS, the total cost of the proposed project additions is estimated at approximately $1.9 million, with the associated design costs at approximately $134,000; and

WHEREAS, Jayson Architecture has proposed a total cost of $133,976 for all design and engineering-related services to include these improvement features into the design of the Library Renovations project; and

WHEREAS, an amendment to the original Consultant Services Agreement is necessary to allow Jayson Architecture to perform the additional design and engineering-related services as outlined in the proposal; and

WHEREAS, this contract involves special services for engineering and architectural matters from persons specially trained, experienced, and competent to perform the special services required, pursuant to Campbell Municipal Code Section 3.20.030(4); and

WHEREAS, Staff recommends that the City Council authorize the City Manager to amend the Consultant Services Agreement with Jayson Architecture, in an amount not-to-exceed $133,976, for the design and engineering services to incorporate additional safety and infrastructure improvements into the scope of work for the Library Renovations project (No. 23-SS); and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell hereby authorizes the City Manager to execute the First Amendment to the Consultant Services Agreement between the City and Jayson Architecture, in a contract amount not-to-exceed $133,976, for the implementation of additional design and engineering services required to incorporate additional improvement features to the scope of work for the Library Renovations Project (No. 23-SS).

PASSED AND ADOPTED this 23rd of January 2023 by the following roll call vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:

Approved:

____________________________________________________________________
Anne Bybee, Mayor

ATTEST:

____________________________________________________________________
Andrea Sanders, City Clerk
FIRST AMENDMENT TO THE
CONSULTANT SERVICES AGREEMENT BETWEEN
JAYSON ARCHITECTURE AND
THE CITY OF CAMPBELL FOR THE CAMPBELL LIBRARY RENOVATIONS
PROJECT (PROJECT NO. 23-SS)

The City of Campbell has authorized an amendment to the Consultant Services Agreement with Jayson Architecture for the purpose of Additional Design and Engineering Services for the Campbell Library Renovations Project (Project No. 23-SS), effective January 23, 2023, and expiring December 30, 2024.

In consideration of mutual provisions acknowledged between both parties, and as stipulated in section 10.9 of the original agreement dated May 19, 2020, Consultant and City agree to amend the original agreement as follows:

Section 3.1 Compensation:
City agrees to compensate Consultant for all services and direct costs associated with the performance of the project in an amount not to exceed One Hundred Thirty-Three Thousand and Nine Hundred Seven Six ($133,976) dollars.

Exhibit A - Scope of Services:
Exhibit A includes the additional scope of design services for the Campbell Library Renovations Project (Project No. 23-SS) as attached to this amendment of the Consultant Services Agreement.

All other terms of the Consultant Services Agreement dated May 19, 2020, between the City of Campbell and Jayson Architecture, shall remain the same.

In witness whereof, City of Campbell and Jayson Architecture have executed this First Amendment to the AGREEMENT as of the date indicated next to their signatures.

CITY OF CAMPBELL
By: __________________________
     Brian Loventhal
     City Manager
     __________________________
     Date

JAYSON ARCHITECTURE
By: __________________________
    Abraham Jason
    Principal
    __________________________
    Date
City of Campbell
Additional Service Request #03
Date: 10/7/2022

Attention:
Todd Capurso
Public Works Director
City of Campbell • Department of Public Works
70 North First Street, Campbell, CA 95008
(408) 866-2150

Jayson Architecture would like to request the following contract amendment to City of Campbell Contract “Measure O - Campbell Library Improvements Design Services”.

- Move Permit Set Alternate #1 Plaza Pavers into base scope.
- Move Permit Set Alternate #2 Lower Level Stacks into base scope.
- Move Permit Set Alternate #3 Upper Level Stacks into base scope.
- Remove gas service and equipment, convert library to all-electric.
- Add acoustic wood wall finishes to the Community room.
- Add an emergency generator that powers the entire library as Alternate #1.
- Add a sound masking system as Alternate #2.
- Add acoustic felt in the group study rooms and booths as Alternate #3.
- Plans and specifications for revisions
- Permitting for revisions
- Construction administration for revisions

We request compensation for the design and engineering for this additional scope, as follows:

- Mack5 Cost Estimation: $5,600
- Salter Acoustic Engineers: $20,000
- BKF Civil Engineers: $7,000
- JLJA Landscape Architects: $3,560
- Base Structural Engineers: $3,000
- Alter Mechanical/Plumbing Engineers: $8,000
- RIJA Electrical Engineers: $11,000
- Subconsultant Subtotal: $58,160
- 10% Subconsultant Markup: $5,816
- **Subconsultant Total:** $63,976
- Jayson Architecture, 100 hours Principal @ $155/hr: $15,500
- Jayson Architecture, 180 hours Project Manager @ $125/hr: $22,500
- Jayson Architecture, 320 hours Project Designer @ $100/hr: $32,000
- **Jayson Architecture Subtotal:** $70,000
- **Total Additional Service Request:** $133,976

See attached subconsultant proposals. Feel free to contact me with any questions. Thank you for your consideration.

Abraham Jayson
Principal | Architect | LEED AP BD+C
p: 415.317.0529
e: abe@jaysonarch.com
October 04, 2022

Abraham Jayson  
Jayson Architecture  
50 29th St  
San Francisco, CA 94110

Dear Mr. Jayson:

We are pleased to provide this proposal for Cost Planning and Estimating services for the proposed Campbell Library Renovation Project.

**Background**

The City of Campbell wishes to renovate their existing 24,000 SF library located at 77 Harrison Ave., Campbell, CA 95008. The library has received a grant which has allowed for the following additions to be made to the project:

- Move three current alternates into base estimate
- Convert the library to all electric, which involves eliminating gas service and modifying (E) AHUs
- Add acoustic wood wall paneling in the community meeting room
- Add emergency generator as Alternate #1
- Add a Sound Masking system as Alternate #2
- Add acoustic felt in the group study rooms and lower floor booths as Alternate #3
- We will also have some revisions, TBD, from a CM constructability review.

**Objectives of the Assignment**

Provide an updated cost estimate as described on the following page, prepared and presented in component or Uniformat.
Our proposed fee for the Project is as follows:

- Permit Set Revisions Cost Estimate Update  $5,600

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Fee</td>
<td>$5,600</td>
</tr>
</tbody>
</table>

The total fee is valid for ninety (90) days from the date of this proposal, should the scope of service be altered we reserve the right to adjust our fee proposal accordingly. Our fee does not include life cycle cost analysis.

mack5 is available to start as soon as required. Commonly we require 2-3 weeks to complete an estimate after receipt of documents.

Reimbursable expenses are included in the fee proposal.

Our 2022 hourly rates are below. Rates are adjusted annually, normally about 3% per annum.

- Principal/Managing Principal $240 - $260/hr
- Senior Cost and Project Managers $190 - $240/hr
- Cost and Project Managers $160 - $190/hr
- Project and Cost Engineers $130 - $160/hr
- Administrative Support $90/hr

Site visits, Value engineering (unless specifically included above), additional estimates, estimating changes in scope, estimate comparisons, and reconciling estimates with those of a third party are not included in the scope of services/fee, and will all be deemed additional services apart from those specifically mentioned above.

mack5 provides valuable additional services including our Cost Model Manager and Project / Construction Management.

Please do not hesitate to contact me should you require any further information or clarification.

Sincerely,

Cynthia Madrid, Senior Cost Consultant
510-595-4730 direct, cmadrid@mack5.com
5 October 2022

Abraham Jayson
Jayson Architecture
50 29th Street
San Francisco, CA 94110
abe@jaysonarch.com

Subject:  Campbell Library Renovation, Campbell, CA – Proposal for Sound Masking Design Services

Dear Abraham:

Thank you for requesting Sound Masking (SM) design services proposal for this renovation project at 77 Harrison Avenue, Campbell, CA. The project includes renovation of a two-story library facility.

PROJECT UNDERSTANDING

- The building includes 23,621 gross square feet
- Space types include:
  - Open stacks
  - Reading rooms
  - Offices
  - Meeting rooms
  - Multi-use room
- Meetings will be in Bay Area

INCLUDED SYSTEMS

We expect the design to include the following systems:

Audiovisual

We assume the audiovisual scope will cover the following spaces and systems:

- Sound masking throughout occupied areas
- Building-wide background music and public address (optional)
SCOPE OF SERVICES

Schematic Design

1. Attend kickoff meeting with design team
2. Assist architect with space and infrastructure planning for SM systems
3. Issue a draft narrative that includes the following:
   a. SM system design criteria
   b. Preliminary space and infrastructure requirements
   c. Rough-order Opinion of Probable Construction Cost (OPCC) for SM system

Design Development

1. Design a pathway infrastructure for SM system, including conduits, backboxes, etc.
2. Provide architectural and MEP coordination for SM system
3. Provide cutsheets of proposed devices for coordination
4. Provide the following drawings:
   a. Symbols list and drawing index
   b. Equipment room plan
   c. Floor plans and reflected ceiling plans showing horizontal pathways and device locations
5. Attend up to two meetings

Construction Documents

1. Provide CSI formatted specification section 27 51 19
2. Finalize drawings and add the following to the sheets:
   a. Mounting location information for control devices
   b. Single-line audio/video/control functional diagrams
   c. Installation details
3. Attend up to two meetings

Bidding

We have estimated one consultant days (eight hours). We have not included any meetings. Our tasks could include the following:

1. Provide a list of qualified subcontractors
2. Address contractor questions and make necessary clarifications to contract documents
3. Prepare necessary addenda to clarify contract documents
4. Review bids and provide comments
Construction (Add-Alternate)

The level-of-effort needed for RFI and submittal review is unknown. However, we have included twelve hours of in-office consulting and two site visits.

This effort assumes that the subcontractors properly implement modifications noted during our visits. If not, then there might need to be more site visits than expected for specific issues. We would perform the following tasks:

1. Review submittals and respond to contractor RFIs
2. Perform a punchlist walk after substantial completion
3. Review preliminary test reports
4. Conduct sound masking system acceptance testing with contractor to witness baseline system functionality; this site visit will not be conducted until preliminary test reports are received
5. Review of contractor closeout documentation

FEES

Based on our experience with projects of this type and the attached Terms and Conditions sheet, our lump-sum fee to complete the above scope of services would be as shown below.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design</td>
<td>$3,000</td>
</tr>
<tr>
<td>Design Development</td>
<td>$4,000</td>
</tr>
<tr>
<td>Construction Documents</td>
<td>$5,500</td>
</tr>
<tr>
<td>Bidding</td>
<td>$1,500</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$14,000</strong></td>
</tr>
</tbody>
</table>

Construction (Add-Alternate) ................................................................. $6,000

Expenses would be billed in addition (at cost). Expenses would include sundry travel-related costs, and printing of drawings. We are expecting expenses to be approximately $200.

ASSUMPTIONS

- There will be no functional diagrams, CAD drawings, or specifications necessary during the schematic design phase
- This project will either use either Revit 2020 (or later) or standard AutoCAD (a change in software during the project might require an adjustment of our fees)
- Furniture and floor penetration locations will be dimensioned on the architectural drawings
- Graphical standards for deliverables will remain consistent throughout the project (e.g. title blocks and sheet sizes)
- All document distribution (drawings, specifications, etc.) will occur through the architect
ADDITIONAL SERVICES

The following tasks are not included in the above scope of services. If desired, we can prepare a separate proposal for these tasks:

- Acoustical consulting (under separate proposal)
- Substantial redesign due to extensive value engineering or owner requested changes following the design development phase
- Neutral-host DAS design
- Additional meetings, milestone deliverables, drawings review, or site visits
- Public hearings
- Witnessing of performance tests
- Digital signage software and content
- Videowalls and exhibit-type audiovisual systems
- Mockups
- Providing hard copies of drawings or specifications

EXCLUSIONS

The following tasks are not included in the above scope of services and are outside of our insurable areas of consulting:

- Structural calculations or details
- Electrical power design
- Mechanical or plumbing system design
- Building management systems (BMS)
- Fire protection design (sprinkler systems)
Please call if you have questions. To authorize us to proceed, please sign in the space below and return a copy to our office or forward a contract for review.

Best,

CHARLES M. SALTER ASSOCIATES, INC.

Josh Roper, PE, LEED AP
Vice President

Dylan Mills, CTS
Vice President

AGREED AND ACCEPTED

By: ___________________________

Jayson Architecture

Date: _________________________

Enclosure

maca/dymi 2022-10-05 Campbell Library Renovation Av Proposal Salter
TERMS AND CONDITIONS

Insurance

<table>
<thead>
<tr>
<th>Type</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Professional Liability ("Errors and Omissions"): Professional liability of Charles M. Salter Associates, Inc. (Salter), its officers, employees, and subconsultants is limited to $50,000 or our total fee, whichever is less. The above limitation of professional liability can be increased to $1,000,000 by increasing our total fee by 10% prior to start of our services.

Schedule of Hourly Rates

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>President and Senior Vice President</td>
<td>$400</td>
</tr>
<tr>
<td>Vice President</td>
<td>$325</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>$275</td>
</tr>
<tr>
<td>Associate</td>
<td>$225</td>
</tr>
<tr>
<td>Senior Consultant</td>
<td>$195</td>
</tr>
<tr>
<td>Consultant</td>
<td>$170</td>
</tr>
<tr>
<td>Technical Assistant</td>
<td>$115</td>
</tr>
</tbody>
</table>

Reimbursable expenses such as travel, subsistence, meals, lodging, and project-related materials are billed in addition at cost. Measurement instrumentation-use charges are at our standard rates.

Invoices for technical labor, reimbursable expenses, and instrumentation use are rendered monthly for services performed during the previous month. Payment for each invoice is due within 30 days.

Proposals are valid for 60 days. The total fee will be applied as we deem appropriate among the tasks. All proposals assume that services proceed without unreasonable delays, redesign, or scope changes. Such occurrences may warrant a renegotiation of fees. The schedule of hourly rates is valid for one year from the proposal date. A renegotiation of our hourly rates may be required after this period.

Salter specifications input and details have all rights reserved by Charles M. Salter Associates, Inc. These documents are for use only on the project for which Salter is retained. It is the project architect’s and/or engineer-of-record’s responsibility to coordinate and verify the suitability of all specifications input and details as appropriate for the project. To facilitate drawing reviews, we require drawing files to be electronically transmitted to us or posted online (with notification of posting) in PDF file format, in addition to any AutoCAD or Revit background/model files necessary for design purposes.

Site visits and observations, if any, conducted by our firm relate only to our services. We are not responsible for the safety of others at the job site.
SELECTED RELEVANT EXPERIENCE

NAPA VALLEY COLLEGE LIBRARY AND LEARNING RESOURCE CENTER
Napa, CA  |  TLCD Architecture
Contact: Elisabeth Anderson, LLRC, 707-256-7421
Design and specification of audiovisual and sound masking systems for a new college library.

MENDOCINO COMMUNITY COLLEGE
Ukiah, CA  |  TLCD Architecture
Contact: Robert Parmenter, Head Librarian, rparmenter@mendocino.edu
Design and specification of audiovisual and sound masking systems for a new college library.

SANTA CLARA NORTH SIDE BRANCH LIBRARY
Santa Clara, CA  |  Steinberg Architects
Contact: Lee Hagen, Facilities Manager, 408-615-2961
Design and specification of audiovisual and sound masking systems for a new college library.

NAPA COUNTY HEALTH & HUMAN SERVICES CSOA OFFICE
Santa Rosa, CA  |  TLCD Architecture
Sound masking design services. Services include producing a biddable stand-alone specification section.

NEWPORT BEACH CITY HALL
Newport Beach, CA  |  Bohlin Cywinski Jackson
Design and specification of audiovisual and sound masking systems for a new civic center.

SAN DIEGO NEW MAIN LIBRARY
San Diego, CA  |  Tucker Sadler Architects Inc.
Design and specification of technology systems for a new city library.

FEDERAL RESERVE BANK OF SAN FRANCISCO
San Francisco, CA  |  Interior Architects, Inc.
Design and specification of technology systems for a renovated public facility.
October 5, 2022

Abraham Jayson, Principal
Jayson Architecture
50 29th Street
San Francisco, CA 94110
abe@jaysonarch.com / (415) 317-0529

Project: Campbell Library
Regarding: Additional Services Request No. 02 – Bid Set Updates

Dear Abe,

We are submitting Additional Services Request No. 02 in response to a City-initiated directive to update the Bid Set. We expect this work to include the following scope:

- Update CAD backgrounds to incorporate an emergency generator in the parking lot (produced by others).
- Update Bid Set to include plaza pavers as part of the base and eliminate the alternate.
- Coordinate with Design Team for one submittal.
- Deliverables: One (1) round of landscape drawing updates as outlined above.

Schedule: Work to be completed in one round of updates to the Bid Set. Any significant extension of the schedule, additional submittals, or changes to multiple sets may lead to additional fees.

Additional Services Request No. 02: $3,560

All terms will be per our original agreement, dated June 17, 2020. Acceptance of this additional service request will be indicated by signing below or receipt of an addendum from Jayson Architecture.
Respectfully submitted,
JONI L. JANECKI & ASSOCIATES, INC.

Joni L. Janecki, ASLA
President

Signature of Acceptance:

______________________________  ____________________________
Abraham Jayson, Principal Date
Jayson Architecture

JLJA AddServ 02_Campbell Library_2022-10-05.doc
Via Email:

September 30, 2022

Abraham Jayson
Jayson Architecture
50 29th St.
San Francisco, CA 94110

RE: Campbell Library Add Services
BASE Design Project No. P20112.01

Dear Abe,

This proposal addresses BASE Design’s additional services to add a new 500-gallon water tank on roof.

Below is a list of additional work by BASE:

- Design for the roof framing revisions and revise drawings to accommodate the new water tank.

To the extent possible we have attempted to absorb some of the above effort per the current authorization. We request a fee adjustment of $3,000 (Three Thousand Dollars) for our efforts in excess of our current fee limit.

Thank you for considering BASE Design to be your Structural Consultant and for giving us the opportunity to submit this proposal. We look forward to working on this project with you. If the above is acceptable to you, please sign and return this agreement.

Very truly yours,

BASE Design

Gokhan Akalan, SE 5594
Principal

ACCEPTED BY:

BY: __________________________

DATE: _______________________

Attachment: Jayson Architecture Proposal and Scope of Services (Authorization for the City Manager to Amend Consultant Services)
Subject: Campbell Library Additional Service Request - Emergency Generator and Remove Gas Service

Dear Abe:

We have prepared this additional service request that addresses work outside the limits of our current contractual scope of work for the project. Below are identified BKF additional scope of services and associated fee.

I. ADDITIONAL SCOPE OF SERVICES

1. **Emergency Generator**: BKF will coordinate with the design team for location of the proposed emergency generator and pad. We will show the emergency generator location, grading, paving, and utility routing in the civil construction document drawings. All structural pad and anchorage details will be provided by the structural consultant.

2. **Remove Gas Service**: The existing building will be converted to all electric. BKF will show the site gas utility service removal/abandonment in the civil construction document drawings. All coordination and approval with PG&E will be provided by a separate consultant.

II. COMPENSATION

BKF proposes to provide the additional services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Emergency Generator</td>
<td>$5,000</td>
</tr>
<tr>
<td>2</td>
<td>Remove Gas Service</td>
<td>$2,000</td>
</tr>
<tr>
<td></td>
<td><strong>Total Labor Fee</strong></td>
<td><strong>$7,000</strong></td>
</tr>
</tbody>
</table>

Please contact me at (650) 482-6306 if you have any questions regarding the additional services request.

Respectfully,

BKF Engineers

Jonathan Tang, PE
Senior Project Manager
Project Understanding

The following additional service proposal has been prepared in response to the City of Campbell's recent building electrification requirement for the Campbell Library renovation project. This new requirement has been imposed after significant completion of HVAC and Plumbing construction documents.

The timing of this new requirement represents an unplanned hardship. Alter Consulting Engineers has prepared this Additional Service proposal to request additional funding to cover this unforeseen engineering and design time.
Scope of Professional Services
Alter will revise the mechanical and plumbing system design documentation based on the owner's intent to electrify the building's heating and hot water systems.

The new rooftop boiler, indicated in the latest construction documents, will be replaced with an electric air source heat pump. Ancillary storage tanks and distribution piping will be added to support stable operation of the air source heat pump. The building's heating hot water loop will be optimized for sourcing heat from an air source heat pump operation. The design hot water supply and hot water return temperatures will be revised.

The building's new reheat coils, as indicated in the permit set, will be revised to be revised based on air source heat pump operation and abandonment of the air handling unit's gas fired furnaces.

Documentation will be revised to indicate existing gas fired furnaces, within existing air handling units, are to be abandon in place.

Plumbing gas distribution drawings will be revised to remove gas distribution to the roof. Gas distribution can be stubbed at the meter.

Alter Engineers will work with the project's structural engineer to coordinate weights of new equipment; electrical engineer to coordinate electrical requirements of new equipment; and project architect.

The following bullet points indicate the hours used to estimate a fee for this additional service proposal.

- Mechanical floor plans: 24 hours
- Title 24 calculations: 8 hours
- Schedules / Specification / Detail: 16 hours
- Review: 8 hours

Basic Services Fees
The services described above and listed below will be provided on a fixed fee basis by the following project tasks:

Campbell Library Heating Plant Electrification $ 8,000

The project will be invoiced on a monthly basis as scope and deliverables are completed.
Compensation

Services which are authorized in writing by the owner and which are outside of the scope of work as detailed in this agreement shall be billed as additional services as a lump sum or time and materials as required. The time shall be billed according to the rate schedule in effect at the time the services are performed.

Fees assume that work proceeds in a straightforward manner without significant redesign, scope or schedule changes, any of which will warrant a renegotiation of fees. Our proposed level of effort and related fees are sensitive to changes in the project schedule. Since such changes in schedule may require additional time and input on our part, we carefully monitor each of our projects and notify our clients of any unforeseen changes in work scope or schedule. Such changes are our basis for negotiating additional fees.

Reimbursable expenses associated with a project include travel and all travel related expenses, parking, shipping, reproduction, in-house plotting of electronic files, models and mock-ups, permit fees and long-distance telephone normal to the conduct of the project. Unless stated otherwise, these are billed in addition to our consulting fees. They are itemized separately and are billed at cost.

Invoices for consulting fees and authorized reimbursable expenses are submitted monthly. We shall indicate the fees billed for the period, reimbursable expenses and amount billed to date. For fixed fee projects we invoice based on the percent of work completed.

Estimates and fees described in proposals reflect anticipated increases in consulting rates resulting from expected increases in salaries and inflation, and are tied to the project schedule, unless otherwise stated. Estimates and fees described in proposals are valid for a period of two months (sixty days). If this proposal has not been accepted after sixty days, these cost figures may be reviewed and revised.

Standard Terms and Conditions

To resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the client agrees that all disputes arising out of or relating to this agreement shall be submitted to non-binding mediation in the State of California unless the parties mutually agree otherwise.

Our contract may be terminated by either party upon receipt of written notice at least seven days prior to the effective date of termination. All consulting fees and direct expenses accrued on a project as of the effective termination date shall be paid by client.

In providing services under this agreement, the consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
Proposal Approval / Billing Confirmation

To: Abraham Jayson
   Jayson Architecture
   abe@jaysonarch.com

Re: Campbell Library Additional Service Request
To confirm acceptance/approval of any element of this proposal, please sign and return to matt@alterengineers.com.

Accepted by:

________________________________________
Signature

________________________________________
Date

________________________________________
Job or PO Number (if required)

________________________________________
Phone

________________________________________
Company

________________________________________
Address

________________________________________
Contact Name

________________________________________
Email
Additional Service Request AS03 – Generator Design

Client: Jayson Architecture

50 29th St.
San Francisco, CA 94110
Attn: Abraham Jayson, Principal

Project: Campbell Library

Date: October 5, 2022

Abe,

Per our correspondence, we are submitting a request for additional fees. Scope of work is as follows:

Option 1: The current permit drawings include “generator-ready” provision for a building-wide generator to be incorporated into the system. We will revise the current drawings to include the generator sized to accommodate the whole building load, and include and CSI specification for the generator system.

Fee: $4,000 (Initial to Accept)

Option 2: Revise the current permit documents to include a standby power branch and normal power branch only. We understand the client is considering reducing the standby power goal for the project. Doing so requires recircuiting plans, and revisions to the single line diagram, site plan, enlarged plans, schedules, and specifications.

Fee: $8,000 (Initial to Accept)

Building Electrification

Revise the current permit documents for converting the building to all-electric. The gas-fired boiler will be replaced with an electric air-source heat pump. We will revise the electrical distribution design to accommodate this electrical load, and confirm impacts on the current electrical service size. We have included time for additional correspondence with PG&E as they need to be aware of the proposed increase in load.

Fee: $3,000 (Initial to Accept)

(Note, fee assumes revisions for this scope item is in conjunction with Option 1 or Option 2.)

Submittals:
- Permit Resubmittal
- Permit Backcheck

If scope of work and additional fee outlined above is acceptable, please sign and return below as notice to proceed.

Thank you,

[Signature]
Ray A. Juachon, PE
Principal

Signature Date Name
TITLE: Authorization to Submit Application for Open Space Authority 2022-2023 Urban Grant Program for a Campbell Parks and Recreation Facilities Master Plan (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council adopt a resolution authorizing the Community Development Director to submit an Urban Grant Program Application to the Open Space Authority for the development of a Parks and Recreation Facilities Master Plan.

BACKGROUND

Staff recommends that City Council authorize the Community Development Department to apply to the Santa Clara Valley Open Space Authority’s Urban Grant Program. Funds received from this grant will be used to support the preparation of a Parks and Recreation Facilities Master Plan to provide comprehensive strategic guidance on Park Acquisition, Improvement and Recreation services for current and future community members.

Campbell currently has a Park system encompassing 88.8 acres intended to serve the needs of the Campbell community. An adopted state ratio of sufficient parkland per resident is 3 acres per 1,000 residents. Per this ratio, Campbell should be providing approximately 130 acres to meet the community’s recreational needs. As Campbell is a built out, infill city, surrounded by other neighboring cities, there are limited opportunities for the City to acquire property that could be used for parkland.

In 2014, the City of Campbell Public Works Department conducted an assessment of City owned parks and facilities. The Parks Maintenance Program Asset Management Plan identified the need for a Parks Maintenance Program Asset Management Initiative and recommended support in the following key areas:

- Identify dedicated asset management staff
- Continue to develop and maintain the Asset Registry
- Continue to develop the condition assessment process
- Continued development of an enhanced analysis process

While the Asset Management program provides guidance on how best to maintain and renovate the City’s existing park inventory, it does not provide on plan on how to expand
the inventory and provide additional recreational amenities. For this purpose, a Park and Recreation Master Plan would be appropriate.

The Santa Clara Valley Open Space Authority (“Open Space Authority”) manages an Urban Grant Program that brings nature to urban areas within the Authority’s boundaries in any of the following categories: Environmental Stewardship; Parks, Trails, and Public Access; Environmental Education; or Urban Agriculture / Food Systems. Agencies or organizations within the Open Space Authority’s jurisdiction, such as Campbell, are eligible to apply for the 2022-2023 Open Space Authority Urban Grant Program.

The Program is funded by Measure Q and Measure T. Measure Q was passed by voters in November 2014 and has supported 46 Urban Space projects and programs with nearly $3.9 million in grant funding investments. Measure T passed November 2020 by Santa Clara County voters with the intent to improve access to parks and open space as an essential resource for the physical and mental well-being of the community.

The application deadline is February 9, 2023, with a maximum grant award of $100,000 for Urban Grant Program applications - with a minimum 25% local match. Award notifications will be sent June 2023 for approved applications.

As a pre-cursor to submitting a Grant application, the Open Space Authority received pre-applications in the fall of 2022. The City of Campbell submitted a pre-application that identified use of the Urban Grant Program to develop a Parks and Recreation Facilities Master Plan (PRFMP). On November 8, 2022, the Open Space Authority screened pre-applications for acceptable Urban Grant Program proposals and determined the City of Campbell was successfully selected and invited to apply to the full application.

**DISCUSSION**

The City’s Draft 2023-2031 Housing Element update anticipates the development of 4,000-6,000 units over the next eight years resulting in an increase in population of 14,000-16,000 that will place a greater strain on existing park and recreation facilities.

In order to address existing and future park and recreation needs in Campbell, staff recommends developing a Parks and Recreation Facilities Master Plan (PRFMP). In preparing a PRFMP, the City will use the Parks Maintenance Program Asset Management Plan, completed in 2014, as a starting point, which outlines existing conditions, type, and size of park and recreational assets in the community. In preparation of a PRFMP, the City will conduct outreach to Campbell residents and stakeholders to identify gaps, needs, trends, and opportunities for improvements. A key objective of the PRFMP would be to address the needs of a diverse, park deficient city; to engage youth, seniors, people of all abilities, and liaisons to underrepresented populations; to ensure there is representation of traditionally underrepresented groups.
in the process; and, to take a data-driven technical analysis approach to identify community needs.

Using a thorough evaluation of open space, park, and recreation facilities and community needs, the PRFMP will produce a creative phased approach and vision for future development of parks and recreation facilities which aligns with the values of Campbell residents and community stakeholders. Recreational facilities and land owned and operated by other local agencies and/or school districts may be considered and evaluated as part of this process.

In order to receive the funding, eligible grantees are required to submit an application to the Open Space Authority with qualified Urban Grant Program projects. Qualified projects must bring nature to the urban areas within the Open Space Authority’s boundaries in one or more categories: 1) Environmental Stewardship & Restoration; 2) Parks, Trails, and Public Access; 3) Environmental Education; 4) Urban Agriculture/Food System.

Based on the above needs of the City of Campbell and requirements of the grant program, staff recommends that City Council authorize the Community Development Department to apply to the Santa Clara Valley Open Space Authority’s Urban Grant Program for $100,000 in grant funds to assist the City of Campbell with its development of a Parks and Recreation Facilities Master Plan, with a 100% local match of $100,000 coming from the City, to be funded from Park Dedication Fees.

FISCAL IMPACT

Based on recent research with consulting firms and other jurisdictions that recently completed similar Park Master Plan work efforts, it is estimated that the project cost would cost as much as $200,000.

Based on the Open Space Authority’s application requirements, the applicants must provide a local match commitment of a minimum of 25 percent for the application to be accepted. Based on estimated costs to complete a Parks and Recreation Facilities Master Plan, staff recommends a local match of up to $100,000. The maximum amount from the Open Space Authority’s Urban Grant Program is capped at $100,000.

Table 1 provides an estimate of the estimated costs for the project.

<table>
<thead>
<tr>
<th>Estimated Project Cost</th>
<th>Grant Request</th>
<th>Campbell match</th>
</tr>
</thead>
<tbody>
<tr>
<td>$200,000</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

If the grant application is approved, staff will return to Council for acceptance of the grant and any additional budget adjustments if required. If successful, the local match
Authorization to Submit Urban Program Grant Application to OSA

will be included in the proposed FY 2024 Operating Budget. No fiscal impact is anticipated within FY 2023 with the submittal of the Urban Grant Program application to the Open Space Authority.

ALTERNATIVES

Do not authorize the submittal of an Urban Grant Program application to the Open Space Authority and provide additional direction to staff.

Prepared by: Ken Ramirez, Administrative Analyst

Reviewed by: Rob Eastwood, Community Development Director

Approved by: Angelique Gaeta, Assistant City Manager

Attachment:
   a. Resolution - OSA Urban Program Grant 2023
   b. OSA Grant Program Application guide
RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO SUBMIT AN
URBAN GRANT PROGRAM APPLICATION TO THE OPEN SPACE AUTHORITY

WHEREAS, the Santa Clara Valley Open Space Authority has issued a call for projects for the Open Space Authority Urban Grant program; and

WHEREAS, the Urban Grant Program is funded by voter approved Measure Q and Measure T; and

WHEREAS, the Urban Grant Program application requires a minimum 25 percent local match; and

WHEREAS, submitting an Urban Grant Program application to the Santa Clara Valley Open Space Authority to develop a Parks and Recreation Facilities Master Plan (PRFMP) would help address the current and future recreational needs of Campbell residents; and

WHEREAS, should the City Council approve the local match of funds it would come from City identified funds; and

WHEREAS, staff recommends a $100,000 local match in Park Dedication Fees as the Urban Grant Program application process will be highly competitive;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Campbell that the Community Development Director is hereby authorized to submit an Open Space Authority Urban Grant Program application for the development of a Parks and Recreation Facilities Master Plan (PRFMP); and

BE IT FURTHER RESOLVED that the City of Campbell will provide $100,000 in funds from Park Dedication Fees to serve as a 100 percent local match for the development a Parks and Recreation Facilities Master Plan.

PASSED AND ADOPTED this 23rd day of January, 2023, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS:

APPROVED:

___________________________________
Anne Bybee, Mayor

ATTEST:
Santa Clara Valley Open Space Authority – Urban Grant Program Application Guide

Community Development Department, Rob Eastwood
# Table of Contents

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City of Campbell - Application Guide

Background

An approved application to the Santa Clara Valley Open Space Authority’s Urban Grant Program, would support the preparation of a Parks and Recreation Master Plan and conduct a data-driven technical approach which would provide comprehensive strategic guidance on Park Acquisition/Improvement and evaluate Recreation needs for current and future community members.

Campbell currently has a Park system with 88.8 acres intended to serve the needs of Campbell Residents. An adopted state ratio of sufficient parkland per resident is 3 acres per 1,000 residents.

Currently Campbell has a deficiency in meeting this standard and has existing parkland at a ratio of 3 acres per 1,000 residents. As Campbell is built out, infill city, surrounded by other neighboring cities, there are limited opportunities for the City to acquire undeveloped property that be used for parkland (See Table 1).

2014 City-owned Park and Facility assessment

In 2014, the City of Campbell Public Works Department began the process of systematically evaluating the condition of City parks in an effort to improve conditions with the park system and provide management guidance on the efficient expenditure of Park Maintenance Program funds resulting in the Parks Maintenance Program Asset Management Plan. The Parks Maintenance Program Asset Management Plan report identified the condition of Campbell City parks and made recommendations for rehabilitation or replacement projects.

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<th>Table -1: City-owned Open Space, Parks and Recreation Facilities</th>
<th>Name</th>
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<td><strong>Other Facilities</strong></td>
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<td>(Approximately 3 miles of trail)</td>
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<td><strong>Subtotal</strong></td>
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2014 Park Maintenance Program Asset Management Plan Recommendations

A Parks Maintenance Program Asset Management Initiative was identified as a key area of development to support the following key areas:

- **Identify dedicated asset management staff** – A dedicated staff person has been assigned to the on-going efforts to develop and improve the Asset Management Initiative. This allows for continuity and the development of organizational expertise needed to achieve the desired outcomes.

- **Continue to develop the Asset Registry** – This should include work to add existing assets to the registry including areas such as irrigation systems, lighting and trees. In addition, other facilities such as the Los Gatos Creek Trail and Hacienda Recharge Ponds should be inventoried and their assets assessed for 13 condition. Also, more work is needed to complete the registry of existing assets in areas such as replacement value and expected life.

- **Continue to develop the condition assessment process** – This should include continuation of a regular and reoccurring condition assessment program. Additional effort may be put into development of standardized data collection processes and data repositories.

- **Continue development of an enhanced analysis process** - that incorporates risk and level of service concepts at the park and asset class levels.

Although key areas were identified in 2014, an opportunity has presented itself through the Urban Grant Program to not only conduct an update but also set forth a strategic plan for our city owners parks and facilities for years to come.

### Urban Grant Program Application Requirements

The Santa Clara Valley Open Space Authority is seeking high quality grant proposals for projects that bring nature to the urban areas within the Authority’s boundaries in one or more categories:

1. Environmental Stewardship & Restoration
2. Parks, Trails, and Public Access
3. Environmental Education
4. Urban Agriculture / Food Systems
Award Information

**Total funding:** $1,500,000 will be awarded between Program grant solicitations and Capital Improvement Projects. The summary of grant solicitation that the City of Campbell is applying to is as follows:

- **Programs:**
  - Request Amount: $100,000
  - Estimated amount available: $750,000
  - Grant period: 2 years to complete project
  - Required matching funds: 25% but given anticipated project cost, requesting 100%
  - Grant Type: Reimbursement basis

Deadline Information

Eligible applicants must submit a complete Full-Application Proposal by 5:00pm Thursday, February 9, 2023. Award notifications will be sent June 2023 to approved applications.

Urban Grant Program Proposal

The City of Campbell has a Park system encompassing 88.8 acres intended to serve the needs of the Campbell community. An adopted state ratio of sufficient parkland per resident is 3 acres per 1,000 residents. Per this ratio, Campbell should provide approximately 130 acres to meet the community’s needs. As Campbell is a built out, infill city, surrounded by other neighboring cities, there are limited opportunities for the City to acquire property that be used for parkland. The City’s Draft 2023-2031 Housing Element update anticipates the development of 4,000-6,000 units resulting in an increase in population of 14,000-16,000 placing a greater strain on existing park and recreation assets.

The Community Development Department is planning to develop a Parks and Recreation Facilities Master Plan (PRFMP) to address the current and future recreational needs of Campbell residents. In 2014 the City established a Parks Maintenance Program Asset Management Plan to evaluate the conditions, type, and size of park and recreational assets in the community. In preparation of a PRFMP, the City will conduct outreach to Campbell residents and stakeholders to identify gaps, needs, trends, and opportunities for improvements. A key objective of the PRFMP would be to address the needs of a diverse, park deficient city; to engage youth, seniors, people of all abilities, and liaisons to underrepresented populations; to ensure there is representation of traditionally underrepresented groups in the process, and to take a data-driven technical analysis approach to identify community needs.

Using a thorough evaluation of open space, park, and recreation facilities and community needs, the PRFMP will produce a creative phased approach and vision for future development of parks and recreation facilities which aligns with the values of Campbell residents and community stakeholders.
TITLE: Public Hearing to Consider Adoption of a Resolution Directing the Community Development Director to Proceed with Abatement of Hazardous Vegetation (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council adopt a Resolution directing the Community Development Director to proceed with the abatement of hazardous vegetation by the Santa Clara County Consumer and Environmental Protection Agency.

DISCUSSION

The City of Campbell contracts with Santa Clara County to abate hazardous vegetation (weeds) within the City. At its meeting of December 6, 2022 the City Council declared hazardous vegetation to be a public nuisance pursuant to Campbell Municipal Code (CMC) Section 17.54.020. The attached resolution will allow the County to proceed with abatement action on 58 properties identified as having hazardous vegetation (currently or within the last three years).

The Santa Clara County Consumer and Environmental Protection Agency has initiated the abatement program for the 2023 fire season by taking the follow actions:

- Providing notice to the listed property owners by mail;
- Giving property owners program guidelines and information to assist them to reach compliance with the Minimum Fire Safety Standards required by the Municipal Code;
- Informing property owners of the County’s intention to abate this public nuisance unless the property owners return a card indicating their intention to voluntarily maintain their property;
- Informing the property owners that they may also request that the County’s contractor perform any necessary abatement services, wherein an assessment may be placed on the tax rolls for services rendered.

This is a public hearing to hear objections from property owners regarding removal of hazardous vegetation on private property or public streets or alleys. Following the public hearing, it would be appropriate for the Council to adopt a resolution directing the
Community Development Director to proceed with the abatement of hazardous vegetation by the Santa Clara County Consumer and Environmental Protection Agency.

**FISCAL IMPACT**

None to the City. The County weed abatement program is funded by fees assessed on the annual property tax roll. This is a reoccurring annual report that has been anticipated in the City’s operating budget.

**alternatives**

Take no action on this Resolution, require removal of hazardous vegetation be instigated through Code Enforcement.

Prepared by:  
Randy Sweet, Code Enforcement Officer

Reviewed by:  
Rob Eastwood, Community Development Director

Approved by:  
Brian Loventhal, City Manager

**Attachment:**
  a. CC Resolution ~ Weed Abatement (January 2023)
RESOLUTION NO. __________

BEING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL DIRECTING THE COMMUNITY DEVELOPMENT DIRECTOR TO PROCEED WITH THE ABATEMENT OF HAZARDOUS VEGETATION

WHEREAS, hazardous vegetation constituting a public nuisance has been found to exist on those properties described in Exhibit A attached hereto, within the past three years;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Campbell, California, that the Community Development Director is directed to cause the abatement of the aforementioned nuisance.

PASSED AND ADOPTED this ____ day of ___________, 2023, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAINED: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

APPROVED:

__________________________________
Anne Bybee, Mayor

ATTEST:

__________________________________
Andrea Sanders, City Clerk
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TITLE: Approval of Contract Amendment with Good City Company for Economic Development Consulting Services and Dispensing with Bidding Requirements as Specified in Campbell Municipal Code Section 3.20.030(4) (Resolution/Roll Call)

RECOMMENDED ACTION

That the City Council adopt a Resolution approving an amendment to the City's Consultant Agreement with Good City Company for economic development consultant services, authorize a corresponding budget adjustment, and dispense with bidding requirements as authorized by Campbell Municipal Code Section 3.20.030(4) for specialized services.

BACKGROUND

With the departure and vacancy of the Economic Development Specialist position in early August 2022, the City of Campbell (City) entered into a Consultant Services Agreement with Good City Company on August 16, 2022 for an amount not to exceed $49,999 to provide economic development staffing services through January 31, 2023 and ensure the business continuity of the City's Economic Development Program. As the City Municipal Code authorizes exemption from the formal bidding process if the amount of a contract is under $50,000, following an informal bidding process, the City Manager approved the execution of the agreement with Good City Company. The services provided by Good City Company were to include: oversight on implementation of the City’s short-term Economic Development Strategy; oversight on a comprehensive update to the City's Economic Development Plan; a complete audit of the City's Economic Development Program and the Economic Development Specialist position; and, assistance for the Community Development and Public Works departments in their implementation of the City’s Semi-Permanent Parklet Program. For reference purposes, a copy of the agreement with Good City Company is included here as Attachment C.

More specifically, the agreement with Good City Company was to provide temporary economic development staffing services to help support the City during its implementation of the short-term Economic Development Strategy and during the City’s completion of a comprehensive update to the City's Economic Development Plan that would guide the City in defining the long-term staffing needs of the Economic Development Program. In addition to supporting oversight of these planning efforts, the
agreement provided that Good City Company would also assist the City in better identifying the permanent staffing needs of the program by:

- Completing an audit of the Economic Development Program to determine if services align with the City’s economic development goals and the needs of local businesses and stakeholders.
- Assessing the current duties / responsibilities of the City’s Economic Development Specialist position and determine the best classification status/title.

**DISCUSSION**

In January 2023, through the support of Good City Company, the City was able to complete its RFP and consultant procurement process and select a consultant to complete both the City’s short-term Economic Development Strategy and the City’s update to its Economic Development Plan. It is anticipated that the work to be done by the selected consultant will continue through the end of 2023. As such, the City has a continued need for the economic development staffing services of Good City Company through 2023 to oversee the work of the consultant and to provide ongoing support for economic development program services. In addition, the Economic Development Manager assigned to the City under the Good City Company agreement, Leslie Parks, has provided invaluable support and oversight of the City’s Semi-Permanent parklet program, which is undergoing implementation beginning in Spring 2023.

To date, City staff has been pleased with the quality of services being provided by Good City Company and wishes to continue the City’s relationship with Good City Company to ensure the quality and completion of the work done by the recently hired consultant on the short-term Economic Development Strategy, the update to the City’s Economic Development Plan, and to complete the audit of the City’s Economic Development Program and Specialist position. Staff would also like to keep Good City Company engaged in the City’s implementation of its Semi-Permanent Parklet Program, which has presented the complex challenge of balancing the desires and needs of business owners with the practicalities of what can be built and supported along the City’s right of way.

In order to continue receiving the support of Good City Company through the completion of the efforts listed above, staff requests the City Council adopt a resolution approving an amendment to the current agreement with Good City Company to increase the not to exceed compensation amount from $49,999 to $330,799 and to extend the contract term end date from January 1, 2023 to December 31, 2023, with an option to extend the term end date an additional six (6) months to June 30, 2024. Please see **Attachment B** for the amendment to the agreement. The amendment also reflects updates in the Billing Methodology as billing rates have increased for the 2023 calendar year.
Lastly, to support the amendment to the agreement, staff is also requesting the City Council adopt a resolution authorizing dispensing with bidding requirements as authorized by Campbell Municipal Code Section 3.20.030(4) which references circumstances when the City seeks special services, consultation or advice in financial, economic, accounting, engineering, legal, administrative or other matters from persons specially trained, experienced and competent to perform the special services required. Staff believes that the City may dispense with the bidding requirements as the City is seeking special economic staffing services from persons specially trained to provide these services, as outlined above in this report.

**FISCAL IMPACT**

The City currently has a contractual agreement with Good City Company to provide economic development consulting services in an amount not to exceed $49,999.

Through the resolution (Attachment A) staff is requesting that the City Council approve an amendment to the existing agreement with Good City Company that increases the contract total to **$330,799** to account for necessary services through FY 2024. Approximately $140,799 of these expenses will be incurred in FY 2023 and $190,000 will be incurred in FY 2024. The latter will be programmed into Economic Development’s proposed budget for FY 2024 and be offset by a full reduction in salary and benefit costs for that year.

For FY 2023, there are salary and benefit savings of $114,110.41 due to the vacancy in the Economic Development Specialist position. Staff proposes shifting this amount to the Good City Company agreement, leaving a funding gap of $26,688.59. Staff proposes funding this gap from the General Fund reserve balance which should have sufficient funds in FY 2023. A Budget Adjustment Form reflecting this is shown as Attachment F.

**ALTERNATIVES**

1. Do not approve the request to dispense with the bidding provisions and approve the contract amendment and instead direct staff to conduct an RFP following the bidding procedures under Section 3.20.050 of the Campbell Municipal Code.
2. Provide staff with other direction.

Prepared by:  
Ken Ramirez, Administrative Analyst
Reviewed by:  
Rob Eastwood, Community Development Director

Approved by:  
Angelique Gaeta, Assistant City Manager

Attachment:
  a. Good City CSA Amendment Resolution
  b. Contract Amendment to Good City Contract
  c. Revised Exhibit B-Billing Methodology
  d. CSA-Good City Contract 8.16.22
  e. City of Campbell E.D. Services Proposal
  f. Budget Adjustment Form
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING AN AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH GOOD CITY COMPANY FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES, AUTHORIZING A CORRESPONDING BUDGET ADJUSTMENT AND DISPENSING WITH BIDDING REQUIREMENTS AS AUTHORIZED BY THE CAMPBELL MUNICIPAL CODE SECTION 3.20.030(4) FOR SPECIALIZED SERVICES.

WHEREAS, the City of Campbell (City) entered into a Contract Services Agreements with Good City Company on August 16, 2022, with a term end date of January 31, 2023; and

WHEREAS, the City desires the specialized expertise in economic development consulting services, which is currently available and offered by Good City Company through the services of the contractual employee Leslie Parks to continue; and

WHEREAS, Good City Company has an expertise in a specialized field and has commenced work on key projects such as the Semi-permanent parklet and grant program and the selection of the consultant for the City's Economic Development Strategy Plan; and

WHEREAS, the City's one and only Economic Development Specialist resigned from the City to take a promotional opportunity with another municipality; and

WHEREAS, the City now has the need to amend its agreement with Good City Company to increase the compensation amount from a not to exceed amount of $49,999 to $330,799 total to provide additional economic development operational support due to this vacancy and to support implementation of key economic development projects during FY 2023 and FY 2024; and

WHEREAS, to cover these additional costs, staff recommends a budget adjustment of $140,799 for FY 2023; and

WHEREAS, the purchasing procedures outlined in the CMC Section 3.20.050 state that purchases and contracts for 'supplies, services, and equipment of estimated fair market value greater than fifty thousand dollars' shall be made according to specified bidding procedures; and

WHEREAS, CMC Section 3.20.030 provides that the bidding procedures may be dispensed with when any one of eight potential circumstances are found to exist; and
WHEREAS, the City Council has found the following circumstances as specified in CMC Section 3.20.030 (4) to exist, thereby warranting the bidding procedures to be dispensed with:

- The city seeks the special services, consultation or advice in financial, economic, accounting, engineering, legal, administrative or other matters from persons specially trained, experienced and competent to perform the special services required;

NOW THEREFORE, BE IT RESOLVED that the City Council hereby authorizes dispensing with the bidding procedures, as set forth in CMC Section 3.20.030 (4), and approves the amendment to the Consultant Services agreement with Good City Company for economic development consulting services extending the agreement to December 31, 2023 with an option to extend to June 30, 2024, and increasing the compensation to a not to exceed amount of $330,799 and authorizes a corresponding budget adjustment of $140,799 for FY 2023.

PASSED AND ADOPTED this ___ day of ___ 2022, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

APPROVED:

___________________________
Anne Bybee, Mayor

ATTEST:

___________________________
Andrea Sanders, City Clerk
This Amendment to Contract Services Agreement (hereinafter “Amendment”) amends the Consultant Services Agreement (hereinafter “Agreement”) to establish economic development consulting services for the City of Campbell originally entered into on the 16th day of August 2022, by and between the City of Campbell (a Municipal Corporation, hereinafter referred to as “City”) and Good City Company. (a California Corporation, hereinafter referred to as “Consultant”).

As provided for under the terms of this Amendment, the City and Consultant agree to amend the following provisions of the Agreement as follows:

- Compensation. The maximum compensation as set forth in Section 3.1 of the Agreement is hereby increased from an amount not to exceed $49,999 to an amount not to exceed $330,799;
- Term. As amended, the term of the Agreement shall extend until December 31, 2023, unless earlier terminated in accordance with the Agreement, or extended as described below.
- Extension. The term of the Agreement may be extended upon mutual agreement of the City and the Consultant until June 30, 2024.
- Services Estimate. “Exhibit B – Billing Methodology” of the Agreement is hereby replaced as set forth in the Revised Exhibit B, which is attached hereto and made a part hereof.

All other terms and conditions as set forth in the Agreement shall remain in effect.

Signature Warranty:

The undersigned are authorized to represent and enter into this Amendment on behalf of the Consultant.

This Amendment to the Consultant Services Agreement shall become effective upon its execution by the City, in witness whereof, the parties have executed this Amendment the day and year first written above.

CONTRACTOR

By: ____________________________
Name: Aaron Aknin
Title: Principal
Date: ____________________________
Attachments:

CITY OF CAMPBELL

By: ____________________________
Name: Brian Loventhal
Title: City Manager
Date: ____________________________
Good City estimates a total cost of $280,800 through December 31, 2023 (12 months), including a 6-month extension to June 30, 2024 (18-month total).

<table>
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<th>Billing Rate</th>
<th>Est. Hours / Month</th>
<th>Monthly Cost</th>
<th>18-month Total</th>
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<td>$280,800</td>
</tr>
</tbody>
</table>

Good City rates are subject to cost-of-living increases (typically 3-5%) on January 1st of each year.
Good City prides itself on being a cost-effective solution for public sector agencies. Staff retains detailed timesheets and works efficiently to ensure the client is getting the best value for the services.

» Principal $250/hour
» Planning Director $225/hour
» Principal Planner/Planning Manager $195/hour
» Economic Development Director $225/hour
» Chief Building Official $165/hour
» Senior Planner/Project Manager $170/hour
» Associate Planner $135/hour
» Assistant Planner $120/hour
» Planning Technician $95/hour
» Marketing Specialist/Graphic Designer $95/hour
» Administrative Assistant $80/hour

Subconsultant Contracts Direct Billing + 10% oversight fee
Rates subject to adjustment January 1st of each year (typically 3-5% increase)
This Agreement is entered into at Campbell, California on the __16__ day August, 2022, by and between the __City of Campbell__ (a Municipal Corporation, hereinafter referred to as "City") and __Good City Company__ (a California Corporation, hereinafter referred to as "Consultant").

WHEREAS, City desires to retain economic development consulting services to ensure the business continuity of the City of Campbell’s Economic Development Department; and

WHEREAS, Consultant represents that it has the expertise, means, and ability to provide assistance with downtown revitalization, retail, and business retention and expansion for the City of Campbell;

WHEREAS, Consultant represents that staff; Leslie Parks is available to carryout out the City of Campbell’s Economic Development Strategy starting August 16, 2022 and going thru January 31, 2023.

NOW, THEREFORE, in consideration of each other's mutual promises, Consultant and City agree as follows:

1. **DUTIES OF CONSULTANT**

   1.1 Consultant agrees to perform services as set forth in Exhibit A - Scope of Services (Scope of Work & Billing Methodology) attached hereto and incorporated herein by reference, and which shall be interpreted together and in harmony with this Agreement. In the event of any conflict between Exhibit A and this Agreement, this Agreement shall govern, control, and take precedence.

   1.2 Consultant’s project manager will meet with the City’s project coordinator prior to commencement of the project to establish a clear understanding of the working relationships, authorities, and management philosophy of City as it relates to this Agreement.

   1.3 Consultant, working with the City, will gather available existing information, and shall review documents as necessary, to provide and perform services as described pursuant to Exhibit A;

   1.4 In performance of this Agreement by Consultant, agrees to adhere to legal compliance deadlines, and perform services in a manner consistent with the level of care and skill ordinarily exercised by other professionals providing the same service in the locale.

   1.5 Notwithstanding Section 1.4, Consultant shall not be responsible for delay caused by activities or factors beyond Consultant’s reasonable control, including delays or by reason of
strikes, work slow-downs or stoppages, force majeure, or caused by City; delays caused by these factors may result in schedule, scope, and/or budget changes.

1.6 Consultant agrees to perform this Agreement in accordance with a high standard of care expected of, and degree of skill and expertise exercised by, members of Consultant’s profession working on similar projects under similar circumstances.

1.7 Consultant shall cooperate in good faith with City in all aspects of the performance of this Agreement.

1.8 In the course of the performance of this Agreement, Consultant shall act in the City’s best interest as it relates to the project.

1.9 The designated project manager for Consultant shall be Aaron Aknin. The Consultant’s project manager shall have all the necessary authority to direct technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with the City and the City’s project coordinator. The authorized principal staff member executing this Agreement for the Consultant shall have authority to make decisions regarding changes in services, termination and other matters related to the performance of this agreement on behalf of Consultant.

1.10 The Consultant (and its employees, agents, representatives, and subconsultants), in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City. The City shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The City, however, retains the right to require that work performed by Consultant meet specific standards consistent with the requirements of this Agreement without regard to the manner and means of accomplishment thereof. Subcontractors shall assume all of the rights, obligations and liabilities, applicable to it as an independent contractor hereunder. Consultant represents that it (i) is fully experienced and properly qualified to perform the class of work and services provided for herein, (ii) has the financial capability and shall finance its own operations required for the performance of the work and services and (iii) is properly equipped and organized to perform the work and services in a competent, timely and proper manner in accordance with the requirements of this Agreement.

1.11 This Agreement contains provisions that permit mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses. Adjustments to the basis of payment and to the time for performance of the work, if any, shall be established by a written contract amendment (approved and executed by the City) to accommodate the changes in work.

2. DUTIES OF CITY

2.1 City shall furnish to Consultant all available and pertinent data and information requested by Consultant to facilitate the daily duties of the assigned staff members. Consultant shall be entitled to reasonably rely on all such information.
2.2 City shall provide contract administration services. City shall notify Consultant of required administrative procedures and shall name representatives, if any, authorized to act in its behalf.

2.3 City shall review the work provided by the Consultant’s assigned staff and shall render decisions pertaining thereto as promptly as reasonably possible.

3. COMPENSATION

3.1 The City agrees to compensate Consultant for the services performed under this Agreement on an hourly rate basis, as outlined by Exhibit B, and the City agrees to compensate Consultant for all services and direct costs associated with the performance of the contract with a total contract amount not to exceed $49,999.00, as follows:

a. Payment will be made to the Consultant as services are performed under this Agreement on a monthly basis. A narrative description of work performed, the date they were performed, the hourly rate, and total hours shall be included on an invoice that corresponds to the Scope of Services under Exhibit A.

3.2 If Consultant incurs other costs which are not specifically covered by the terms of this Agreement, but which are necessary for performance of Consultant’s duties, City may approve payment for said costs if authorized in writing by the City in advance.

3.3 City may order changes in the scope or character of services in writing, including decreasing the amount of Consultant’s services. In the event that the work is decreased, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change. Under no conditions shall Consultant make any changes to the work, either as additions or deductions, without the prior written order of the City. In the event, that the City determines that a change to the work or services from that specified in this Agreement is required, the contract time and/or actual costs reimbursable by the City for the project may be adjusted by contract amendment or change order to accommodate the changed work. The maximum not to exceed total amount specified in this Article 3 (Compensation) shall not be exceeded, unless authorized by written contract amendment or change order, approved and executed by the City. Consultant shall obtain prior written approval for a revised fee schedule from the City before exceeding such fee schedule.

3.4 In no event, will the Consultant be reimbursed for any costs or expenses at any rates that exceed the rates for set forth in the fee schedule found in Exhibit B or for staff or titles others than those identified in Exhibit B.

4. SUBCONSULTANTS

4.1 Consultant may not subcontract any services required under this Agreement.
5. **OWNERSHIP OF DOCUMENTS AND MATERIALS**

All final deliverables as listed in Exhibit A will be prepared by the Consultant and/or its subconsultants in the performance of the services encompassed in this Agreement (whether in printed or electronic format) as well as the source files, RFP related documents, communications, presentations, applications, proposals, reports, newsletters specifications, web page content, data, photographs, design concepts, meeting summaries, images, branding materials, and documents included in the final deliverables in their original/native format, hereinafter “project-related documents and materials”) in connection with the services performed hereunder belong to and remained the property of the City and may be used by the City without the consent of the Consultant or its subcontractors. The City assumes sole risk associated with any modification of these documents for any other project. City acknowledges that such drawings, documents, and other items are instruments of professional services intended for use only by the City of Campbell. Consultant agrees that all copyrights which arise from creation within the Scope of Work in this agreement or project-related documents and materials pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. Upon the completion or termination of this Agreement for any reason, the City shall be entitled to receive, and Consultant shall promptly provide to the City upon request, all finished deliverables, produced or gathered by or on behalf of Consultant that are in Consultant’s possession, custody or control. Consultant may retain copies of said documents and materials for its files. In the event of termination, any dispute regarding compensation or damages shall not hinder, prevent, or otherwise impact the City’s right to promptly receive and use such documents and materials which are the sole and exclusive property of the City. The Consultant will not disseminate any such documents to third parties without the City’s written approval and will not make use of any such documents in connection with rendering professional services relative to production of other projects for other clients. In the event the City uses the instruments for other purposes, the City agrees to hold harmless and indemnify the Consultant against any claims, losses and damages arising out of such use.

6. **TERMINATION OF WORK**

Notwithstanding any other provision of this Agreement, City may terminate this Agreement at any time, with or without cause, in its sole discretion, by giving thirty (30) day notice in writing to Consultant of such termination. In the event of such termination, Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of Project and all unfinished documents, maps, studies, work papers and reports prepared by Consultant under this agreement shall be the sole property of the City. In the event of such termination, Consultant shall be compensated for work satisfactorily performed prior to the effective date of termination in accordance with the payment provisions set forth in Section 3.1, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law.

7. **CONFLICT OF INTEREST**
7.1 Consultant owes the City a duty of undivided loyalty in performing the work and services under this Agreement, including, but not limited to, the obligation to refrain from having economic interests and/or participating in activities that conflict with the City’s interests in respect to the work and/or services and project. Consultant certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement, that to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no official or employee of City, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Consultant or its subcontractors and that no person associated with Consultant or its subcontractors has any interest that would conflict in any manner or degree with the performance of this agreement.

7.2 Should Consultant become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, Consultant shall immediately notify City. If City determines that a conflict of interest exists, City may require that Consultant take action to remedy the conflict of interest or terminate the Agreement without liability. City shall have the right to recover any fees or payments paid for services rendered by Consultant which were performed while a conflict of interest existed if Consultant had knowledge of the conflict of interest and did not notify City within one week of becoming aware of the conflict of interest.

7.3 The Consultant hereby certifies Consultant shall not make or participate in making or in any way attempt to use Consultant’s position to influence a governmental decision in which Consultant knows or has reason to know Consultant has a direct or indirect financial interest other than the compensation promised by this Agreement.

7.4 The Consultant shall list current clients who may have a financial interest in the outcome of this Agreement.

7.3 Consultant shall include the terms and conditions of 7.1, 7.2, 7.3 & 7.4 of this Article in all subcontractor agreements for work performed under this Agreement.

8. AUDIT AND INSPECTION

At any time during normal business hours and as often as City may deem necessary, the Consultant shall make available to City and/or employees and representatives of City for examination all of its records with respect to all matters covered by this Agreement. It shall also permit City and/or employees and representatives of City to Audit, examine, and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. City’s right to audit shall not include the right to obtain employment records deemed confidential due to state or federal restrictions.

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1 The term ‘undivided loyalty’ shall not mean that the work shall be prioritized over all other work under the service and care of the Consultant.

-5-
Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred during the Scope of Services and shall make such material available at all reasonable times during the period of the Agreement, and for a period of three (3) years from the date of final payment under the agreement, and Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

9. **EQUAL EMPLOYMENT OPPORTUNITY**

Consultant agrees to refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin, handicap, sexual orientation, or ancestry of any employee of, or applicant for employment with, such Consultant or subcontractor.

10. **INSURANCE AND INDEMNIFICATION**

10.1 With respect to any design professional services provided by Consultant, the Consultant agrees to indemnify, and hold harmless the City, its elected officials, officers, directors, partners, agents, and employees to the fullest extent allowed by law from any and all claims, costs, actions, causes of action, damages, liabilities and losses (including but not limited to all fees and charges of engineers, consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, except for any claims, actions, causes of action, losses, damages or liabilities proximately caused by the sole negligence or willful misconduct of City. City shall not be liable for acts of Consultant in performing services described herein. Notwithstanding anything in this paragraph to the contrary, any defense costs charged to the design professional under this paragraph shall not exceed the design professional’s proportionate percentage of fault, except:

a. That in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with the other parties regarding unpaid defense costs in good faith effort to agree on the allocation of those costs amongst the parties; and

b. Where a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis, then there shall be no limitation on the design professional's duty to provide a defense and cover the City's cost of defense.

With respect to all matters other than those covered by the foregoing paragraph, Consultant agrees to indemnify, defend (with counsel reasonably satisfactory to the City) and hold harmless the City, its officers, officials, directors, agents representatives, volunteers, and employees to the fullest extent allowed by law from any and all claims, actions, causes of action, losses, damages, liabilities and costs of every nature, including but not limited to all claims, actions, causes of action, losses, damages, liabilities for property damage, bodily injury, or death, and all costs of defending any
claim, caused by or arising out of, or alleged to have been caused by or arise out of, in whole or in part, Consultant’s performance under this Agreement, except for any claims, actions, causes of action, losses, damages, costs or liabilities proximately caused by the sole negligence or willful misconduct of City. City shall not be liable for acts of Consultant in performing services described herein.

In no event shall this section be construed to require indemnification by the Consultant to a greater extent than permitted under the public policy of the State of California; and in the event that this contract is subject to California Civil Code section 2782(b), the foregoing indemnity provisions shall not apply to any liability for the active negligence of the City.

The defense and indemnity provisions obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. However, notwithstanding any other provisions of this Agreement, and without limiting the obligation of any insurance maintained by the consultant, Consultant’s obligation for any defense and indemnity that is not covered by the insurance required by this Agreement shall not exceed the maximum contract amount. The foregoing indemnity provisions are intended to fully allocate the parties’ risk of liability to third-parties; and there shall be no rights to indemnity or contribution, in law or equity or otherwise between the parties that are not set forth in this section. Consultant waives all rights to subrogation for any matters covered by the provisions of this section. Consultant’s responsibility for such defense and indemnity obligations as set forth in this section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

10.2 Prior to the start of the Work, Consultant shall procure and maintain in force insurance conforming to the following specifications to the fullest amount allowed by law during the period of this agreement and for a minimum of three (3) years following the termination or completion of this Agreement:

A. Types of Coverage

The policies shall afford the following types of coverage:

1. Commercial General Liability;
2. Automotive for all automobiles leased, hired, controlled, or owned (if any) by the Consultant;
3. Workers’ Compensation and Employer Liability; and
4. Professional Liability and/or Errors and Omissions

B. Minimum Scope of Insurance

Coverage shall be at least as broad as:
1. For Commercial General Liability: Insurance Services Office (ISO) CGL Form 00 01 11 85; and

2. For Automotive Liability: ISO CA 00 01 06 92 including symbol 1(any auto); and

3. For Workers’ Compensation: insurance as required by the Labor Code of the State of California and Employer's Liability insurance; and

4. For Professional Liability and/or Errors and Omissions: insurance covering negligence committed by or on behalf of Consultant in rendering services to City.

C. **Minimum Limits of Insurance**

   Consultant shall maintain limits no less than:

   1. General Liability: $1,000,000 combined single limit per occurrence for bodily, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

   2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. Workers’ Compensation and Employer's Liability: Workers’ Compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of $1,000,000 per accident.

   4. Professional Liability and/or Errors and Omissions: $1,000,000 per claim and $2,000,000 in the annual aggregate.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (as agreed to in this Agreement) before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

D. **Deductible and Self-Insured Retention**

Any deductibles or self-insured retention must be declared to and approved by the City and shall not reduce the limits of liability. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its agents, officers, attorneys, employees, officials and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses related to investigations, claim
administration, and defense expenses. Policies containing any self-insured retention provision shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or the City.

E. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage:**

   a. The City, its agents, officers, attorneys, employees, officials and volunteers are to be covered as additional insureds as respects: liability arising out of this Agreement performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired (if any) or borrowed by the Consultant. It is a requirement of this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth in this Agreement shall be available to the City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is affords greater coverage.

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

   c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its agents, officers, attorneys, employees, officials, and volunteers.

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

2. **Workers’ Compensation and Employer’s Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the City, its agents, officers, attorneys, employees, officials, and volunteers for losses arising from work performed by the Consultant for the City.

3. **All Coverages:** Any unintentional failure to comply with reporting provisions of the policies shall not affect coverage provided to the City; and unless otherwise approved by the City, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by
either party, except after thirty (30) days prior written notice by regular mail has been given to the City, or ten (10) days for cancellation for non-payment of premium.

F. Suspension or Cancellation

City may suspend, in writing all or a portion of the work. Consultant may request that the Work be suspended by notifying City in writing of circumstances that are interfering with the normal progress of work. The time for completion of the work shall be extended by the number of days work is suspended. If any of the coverages required by this Agreement should be suspended, voided, cancelled, or reduced in coverage during the term of this Agreement, Consultant shall immediately notify City and replace such coverage with another policy meeting the requirements of this Agreement.

G. Subcontractors

Consultant agrees that any and all contracts with subcontractors for performance of any matter under this Agreement shall require the subcontractors to comply with the same indemnity and insurance requirements set forth in this Agreement to the extent that they apply to the scope of the subcontractors’ work. Subcontractors are to be bound to contractor and to City in the same manner and to the same extent as the Consultant is bound to City under this Agreement. Consultant shall be responsible for all work products and actions of all subcontractors. Subcontractors shall further agree to include these same provisions with any sub-subcontractor. A copy of this Agreement will be furnished to the subcontractor on request. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencing any work, and will provide proof of compliance to the City.

H. Acceptability of Insurers

Without limiting Consultant's indemnification provided hereunder, the policies of insurance listed in Article 9.2 of this Agreement are to be issued by an issuer with a current A.M. Best Rating of A:V and who is authorized to transact business in the State of California, unless otherwise approved by the City.

I. Verification of Coverage

Consultant shall furnish the City with endorsements and certificates of insurance evidencing coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City. Where required by statute, forms approved by the Insurance Commissioner are to be submitted. All certificates are to be received and approved by the City before work commences.

11. ASSIGNMENT

11.1 This Agreement shall be binding on the heirs, executors, assigns and successors of
Consultant Neither party may assign this Agreement, or any portion hereof, without the prior written consent of the other. This Agreement shall not be construed to alter, affect, or waive any lien or stop notice rights, which Consultant may have for the performance of services pursuant to this Agreement.

11.2 Neither party’s waiver of any term, condition or covenant, or breach of any term, condition or covenant shall be construed as the waiver of any other term, condition or covenant or waiver of the breach of any other term, condition or covenant.

11.3 This Agreement contains the entire Agreement between City and Consultant relating to the scope of work and the provision of services to the scope of work. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both City and Consultant.

11.4 If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on City and Consultant.

11.5 This Agreement may be executed in counterparts and will be binding as executed.

11.6 All changes or amendments to this Agreement must be in writing and approved by all parties.

11.7 The term of this Agreement shall commence upon execution of the Agreement and terminate January 31, 2023. Any extension of the Agreement shall be mutually agreed upon in writing and shall require an amendment to the Agreement signed by both parties.

12. JURISDICTION

12.1 This Agreement shall be governed and construed in accordance with the laws of the State of California.

12.2 This Agreement is entered into, and to be performed in Santa Clara County, California, and any action arising out of or related to this Agreement shall be maintained in a court of appropriate jurisdiction in Santa Clara County, California.

12. NOTICES

Notices required under this Agreement may be delivered by first class mail addressed to the appropriate party at one of the following addresses:

CITY: City of Campbell
Attention: Rob Eastwood
70 North First Street
Campbell, CA 95008

-11-
CONSULTANT: Good City Co.
Attention: Aaron Aknin
11351 Laurel Street
San Carlos, California 94070

Having read and understood the foregoing Agreement, the undersigned parties agree to be bound hereby:

CONSULTANT

By: ________________________
   Aaron Aknin

Title: Principal

CITY OF CAMPBELL

By: ________________________
   Brian Loventhal

Title: City Manager
Scope of Services

Priority tasks include but are not limited to:

I. Implementation of Economic Development Program
   A. Project kick off meeting with senior City to discuss and agree on project understanding, required key meetings and review, work hours, and confirm priority of required tasks
   B. Project orientation to establish access to required information including city reports, council agenda, files, communications (email, phone, office services), contact lists, meeting facilities
   C. Implement priority daily tasks for implementation of the economic development program as directed by the community development director
   D. Conduct introductory meetings and calls with key business groups, brokers, developers, and other stakeholders
   E. Develop monthly business newsletter and update economic development web page
   F. Explore possibility of creating a downtown business improvement or property-based improvement district
   G. Monitor City sales tax; attend quarterly updates

II. Economic Development Strategy
   A. Manage the RFP process for both the short term and long-term economic development strategy and the subsequent workplan effort
   B. Review and screen proposals
   C. Convene an interview panel
   D. Award contract and initiate development of the short-term plan

III. Complete audit of economic development program and economic development specialist position
   A. Confirm City priority economic development goals and alignment with program and proposed economic development strategy
   B. Interview key stakeholders and City staff to determine understanding, expectations, alignment, and gaps of the economic development position and program
   C. Review and compare economic development manager position descriptions in other similar communities
   D. Prepare summary of findings and recommendations
   E. Develop draft position description and salary range for economic development manager position; meet as needed with key internal staff such as H.R., City Manager to develop and review draft

IV. Assist Community Development and Public Works with implementation of Semi-Permanent Parklet Program
   A. Review program description, communications, and outreach materials; implementation schedule
   B. Coordinate with City team and establish weekly “touch base” meeting

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Billing Methodology

Good City Company will provide Economic Development Consultant services thru January 31, 2023, in accordance with the Scope of Services outlined above with the following terms and conditions:

<table>
<thead>
<tr>
<th>Staff</th>
<th>E.D. Director</th>
<th>Principal</th>
<th>Senior E.D./Planning Manager</th>
<th>Marketing Assistant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate</td>
<td>$200.00</td>
<td>$235.00</td>
<td>$160.00</td>
<td>$85.00</td>
</tr>
<tr>
<td>Program Hours per month</td>
<td>50+ or-</td>
<td>2</td>
<td>8</td>
<td>10</td>
</tr>
<tr>
<td>Monthly Cost</td>
<td>$10,000</td>
<td>$470.00</td>
<td>$1,280.00</td>
<td>$850.00</td>
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<tbody>
<tr>
<td>Estimated Staff Cost per month</td>
<td>$12,600.00</td>
</tr>
<tr>
<td>Contract Term</td>
<td>3.968 months</td>
</tr>
<tr>
<td>Program Hours per month</td>
<td>70.0</td>
</tr>
<tr>
<td>Total Contract Amount</td>
<td>$49,999</td>
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Although hours may fluctuate up or down per week depending on the task(s) and time needed from other staff, Good City Economic Development Director will allocate a minimum of 70 hours per month to provide Economic Development consulting services.
Proposal for Consultant Services for the City of Campbell

Cover Letter

December 20, 2022

Rob Eastwood
Community Development Director
City of Campbell
70 N 1st Street
Campbell, CA 95008

RE: Proposal for Economic Development Consultant Services

Dear Mr. Eastwood:

Good City Company (Good City), a California corporation, is pleased to submit this proposal to provide economic development consulting services to the City of Campbell. For decades, Good City, formerly known as Neal Martin & Associates, has provided local government consulting services for jurisdictions in Northern California. Good City is headquartered in San Carlos. We provide an array of services to support local government that include community development, public engagement, economic development, planning and building services, executive management, and budgeting and finance.

Our team has experienced economic development professionals who can provide a continuum of services for the City’s economic development program. In addition, Good City staff can:

1. Oversee the RFP process for an economic development strategy to ensure a qualified consultant is selected; assist with implementation of the strategy process as the City’s project manager until the economic development position is filled.
2. Complete an audit of the economic development program to determine if services align with the City’s economic development goals and the needs of local businesses and stakeholders.
3. Assess the current duties/responsibilities of the City’s economic development specialist position with the outcome of elevating it to manager level. Complete scan of similar positions in comparable communities and develop new position description that includes competitive salary range.

Our priority will be to ensure that the City’s economic development services are provided seamlessly, and that the new economic development strategy succeeds in identifying key opportunities and approaches that support the city’s quality of life and sustain the local economy. A detailed draft scope of services is attached with this cover letter.

Leslie Parks, Director of Economic Development for Good City will be the primary staff for implementing this scope of work. As Good City’s Director of Economic Development, Leslie has served as senior staff and as an economic development and planning consultant or director to cities, counties and public agencies throughout the greater Bay Area and California. She has in-depth implementation experience
Proposal for Consultant Services for the City of Campbell

in downtown revitalization, retail, and business retention and expansion. She will be assisted by, as needed, Senior Economic Development Planner and Dara Phung, Marketing Specialist/Graphic Designer. Ms. Mora has over twelve years of municipal and state planning and economic development experience and is a certified economic development professional by the International Economic Development Council. Ms. Phung’s experience includes preparing a range of external marketing communications (qualification packages, business proposals, presentations), developing social media content, editing videos, and producing custom illustrations and graphics. Complete biographies for Ms. Parks, Ms. Mora, Ms. Phung, and I are attached.

I will serve as the Principal for this project. Having served as an executive overseeing community development, planning and economic development for the Cities of San Bruno and Redwood City, I have substantive experience in short- and long-term planning and economic development, plan implementation and monitoring performance.

As owner/principal, I have the authority to contractually bind Good City Co. and the following proposal will remain good for no less than sixty (60) days from the submission deadline. Good City maintains comprehensive commercial liability insurance, professional liability insurance, and workers compensation insurance and can meet the standard insurance required by the City of Campbell. Additionally, Good City does not have any conflicts of interest with respect to this proposal.

We look forward to the opportunity to assist the City of Campbell with economic development services and discussing our services and qualifications with you. Please contact me if you have any questions or need additional information. I can be reached at (415) 845-8344 or aaknin@goodcityco.com.

Sincerely,

Aaron Aknin, AICP Principal
Good City Company
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<tr>
<td>Cost Proposal</td>
<td>6-7</td>
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<td>Experience of Key Personnel</td>
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<td>References</td>
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</tbody>
</table>
Proposal for Consultant Services for the City of Campbell

TEAM QUALIFICATIONS AND EXPERIENCE

Good City has a long track record of serving public clients through the Bay Area. Our Northern California based experience uniquely positions the company to provide services tailored for our local area. Good City has advised several jurisdictions on economic development initiatives including San Mateo County, the City of Foster City, the City of Palo Alto, and the City of South San Francisco. In addition, Good City team members have written economic development plans for the County of San Mateo and the cities of Mountain View, Vacaville, Binghamton, and Albany. Leslie Parks has also provided interim economic development and housing program services for the City of Redwood City since 2016.

Good City staff have demonstrated ability to provided targeted economic development services and assistance to jurisdictions.-Leslie Parks, who has served as an economic development and planning consultant or director to cities, counties and public agencies throughout the greater Bay Area and California. She has also authored over twenty economic development strategies and action plans. As a recent example, Ms. Parks developed the City of Mountain View’s first-ever small business action plan in response to the challenges facing small businesses because of the COVID-19 Pandemic. Ms. Parks managed the implementation of the plan, which included the successful launch of a shop local campaign and the development of small business loan and grant programs that provided support for more than 130 small businesses. Ms. Parks has extensive experience conducting public outreach for community planning initiatives, including presenting to the public, developing survey tools, facilitating public meetings, and compiling and summarizing feedback to be incorporated into community plans. Ms. Parks also has extensive experience presenting to boards and commissions and elected officials, overseeing the development and implementation of community plans, and developing and tracking performance metrics.

APPROACH

Good City is familiar with the City of Campbell’s 2017 Economic Development Strategic. Good City’s approach to providing economic development services will involve a quick discovery process to gain an understanding of the current situation. Good City staff will also obtain feedback and input from stakeholders, City staff and the Economic Development Sub-committee. The implementation of the economic development program, even on an interim basis, will require staff to be engaged with community stakeholders and flexible and responsive to changing community needs.

SCOPE OF SERVICES

Priority tasks include but are not limited to:

I. Implementation of Economic Development Program
   A. Project kick off meeting with senior City to discuss and agree on project understanding, required key meetings and review, work hours, and confirm priority of required tasks
   B. Project orientation to establish access to required information including city reports, council agenda, files, communications (email, phone, office services), contact lists, meeting facilities
   C. Implement priority daily tasks for implementation of the economic development program as directed by the community development director
Proposal for Consultant Services
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D. Conduct introductory meetings and calls with key business groups, brokers, developers, and other stakeholders
E. Develop monthly business newsletter and update economic development web page
F. Explore possibility of creating a downtown business improvement or property-based improvement district
G. Monitor City sales tax; attend quarterly updates

II. Economic Development Strategy
A. Manage the RFP process for short term and long-term economic development strategy and the subsequent workplan effort
B. Review and screen proposals
C. Convene an interview panel and oversee the process for selecting a final consultant
D. Award contract and initiate development of the short and long-term plans

III. Complete audit of economic development program and economic development specialist position
A. Confirm City priority economic development goals and alignment with program and proposed economic development strategy
B. Interview key stakeholders and City staff to determine alignment, expectations, and gaps of the economic development position and program
C. Review and compare economic development manager position descriptions in other similar communities
D. Prepare summary of findings and recommendations
E. Develop draft position description and salary range for economic development manager position; meet as needed with key internal staff such as H.R., City Manager to develop and review draft

IV. Assist Community Development and Public Works with implementation of Semi-Permanent Parklet Program
A. Review program description, communications, and outreach materials; implementation schedule
B. Coordinate with City team and establish weekly “touch base” meeting
ECONOMIC DEVELOPMENT CONSULTANT SERVICES ESTIMATE

Good City estimates a total cost of $280,800 through December 31, 2023 (12 months), including a 6-month extension to June 30, 2024 (18-month total).

<table>
<thead>
<tr>
<th></th>
<th>Billing Rate</th>
<th>Est. Hours / Month</th>
<th>Monthly Cost</th>
<th>18-month Total</th>
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<tbody>
<tr>
<td>Principal</td>
<td>$250</td>
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<td>$500</td>
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<td>Economic Director</td>
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<td>$263,250</td>
</tr>
<tr>
<td>Marketing Assistant</td>
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<td>$475</td>
<td>$8,550</td>
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<tr>
<td>Total Estimated Cost</td>
<td></td>
<td></td>
<td></td>
<td>$280,800</td>
</tr>
</tbody>
</table>

Good City rates are subject to cost-of-living increases (typically 3-5%) on January 1st of each year.
Good City prides itself on being a cost-effective solution for public sector agencies. Staff retains detailed timesheets and works efficiently to ensure the client is getting the best value for the services.

- Principal: $250/hour
- Planning Director: $225/hour
- Principal Planner/Planning Manager: $195/hour
- Economic Development Director: $225/hour
- Chief Building Official: $165/hour
- Senior Planner/Project Manager: $170/hour
- Associate Planner: $135/hour
- Assistant Planner: $120/hour
- Planning Technician: $95/hour
- Marketing Specialist/Graphic Designer: $95/hour
- Administrative Assistant: $80/hour

Subconsultant Contracts Direct Billing + 10% oversight fee
Rates subject to adjustment January 1st of each year (typically 3-5% increase)
Qualifications of Key Personnel

Leslie Parks  
Good City Company  
Economic Development Director  
Project Implementation Lead

Sabina Mora  
Good City Company  
Senior Economic Development Planner

Dara Phung  
Good City Company  
Marketing Specialist/Graphic Designer

Aaron Aknin  
Principal/Owner, AICP  
Good City Company  
Principal
Experience of Key Personnel

AARON AKNIN, AICP

Principal / Owner

Aaron Akinin, AICP, is a Principal and Co-Owner of Good City Company. He has two decades of Bay Area municipal experience, including serving in an executive capacity for several different Peninsula cities. He is a member of the American Institute of Certified Planners (AICP) and the American Planning Association. Aaron has frequently spoken at regional events, as well as served on panels at national conferences on topics related to development, downtown planning, transportation, parking, affordable housing, and related issues.

Aaron is currently providing policy, staffing, and negotiating services to several public sector agencies, including the cities of San Carlos, San Mateo, San Bruno, San Mateo County, and the Joint Power Board (Caltrain). He recently completed the “Manzanita Report,” which was done in partnership with Joint Venture Silicon Valley and coordinated transportation policy between eight cities and eight major corporations. He is also assisting the County Manager’s Office with the COVID-19 Long-Term Recovery Plan. In addition to public sector work, he provides land-use advisory services to several private sector clients.

Prior to his current role, Aaron was the Assistant City Manager and Community Development Director with the City of Redwood City. In this capacity, he oversaw a 70+ member department, which included the Planning, Building, Housing, Engineering, Transportation, Front Counter Services, and Code Enforcement divisions. As the Assistant City Manager, he led other key Citywide Initiatives and also served as Interim City Manager. Aaron was in Redwood City during a time of unprecedented growth and community involvement. During his half-decade with the city, the city reviewed and processed over 4,000 new housing units, as well as several million square feet of office space. Aaron oversaw the implementation of the Redwood City Downtown Precise Plan, including several key amendments to the plan. Aaron helped shape a first of its kind community benefits program (“Partnership Redwood City”), adoption of several key affordable housing initiatives including an inclusionary housing ordinance, an Airbnb affordable housing tax, and renter protections, as well as the adoption the Citywide Transportation Plan.

Aaron was also deeply involved in economic development issues and served on the Redwood City Community Improvement Association (RCIA) Board. Aaron continues to serve on the RCIA Board and is on the San Mateo County Chamber of Commerce Board of Directors. Finally, one of Aaron’s key focuses in Redwood City was improving the process, both for residents participating in policymaking and development review, as well as applicants, business owners and developers who chose to invest in the City.
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Before coming to Redwood City, Aaron was with the City of Palo Alto. He served as both the Assistant and Interim Director of Planning and Community Environment. In this capacity, he led the Planning and Transportation Divisions within the City and helped oversee certain components of the Development Services Center. Key projects included the formation of the first Downtown Residential Permit Program (RPP), leading the downtown development cap process, providing direction related to the Comprehensive Plan (General Plan), being the Planning Commission liaison, and overseeing several Stanford related developments. During his time in Palo Alto, Aaron focused much of his efforts on transparency by increasing the amount of available (and understandable) public information and building a connection within the community.

Aaron “grew up” as a local government professional within the City of San Bruno. He began his career in San Bruno in 2002 as an Assistant Planner, and left in 2012, spending the last five years as the Community Development Director. As Community Development Director, he was in charge of the Planning, Building, and the Code Enforcement divisions in the city. During his time in San Bruno, the Shops at Tanforan Mall was renovated for the first time in generations, and over 1,500 residential units were constructed citywide. This project included over 1,000 units at “The Crossing” (former Navy Base) which included 315 affordable units.

During Aaron’s tenure as Director, the city adopted the first General Plan in 25 years, and the draft Transit Corridor Plan was released. Most importantly, Aaron served as the Plan Section Chief during the PG&E Pipeline Explosion and worked closely with property owners during the immediate aftermath and in the months and years following the disaster.

Education:
• B. A., Urban Studies, San Francisco State University
• M.A., Public Policy, Cal State Northridge

Memberships:
• American Institute of Certified Planners
• American Planning Association
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LESLIE PARKS
Economic Development Director

Leslie Parks has led and assisted with a diverse range of programs in economic development, workforce development, redevelopment, affordable housing, and public/private partnerships. In addition to her consulting work for urban and rural communities in California and the U.S., Leslie has served as Director of Economic Development for the City of San José; Director of Downtown and Industrial Development for the San José Redevelopment Agency; Director of Community Development for the City of San Carlos; Economic Development Coordinator for the City Burlingame; interim Director of Workforce Development for San Mateo County; and most recently, Special Projects Consultant for the City of Redwood City’s housing and economic development programs.

Leslie has also provided economic development consulting services to the cities of Santa Rosa, Mountain View, Half Moon Bay, Redwood City, Vacaville, the Solano Economic Development Corporation, and Joint Venture/Silicon Valley to name a few of her previous clients. She has provided use tax consulting services to the cities of Menlo Park, Burlingame and San Jose and developed a small business action plan for the City of Mountain View. Leslie is also a trained facilitator in consensus building, community engagement, public process, and strategic planning.

Education
- B.A., History, San Jose State University
- M.A. History, San Jose State University

SABINA MORA
Senior Planner

Sabina Mora joins Good City Company as a Senior Economic Development Planner. Ms. Mora has spent the last 12 years working for state, regional, and municipal agencies in communities across New York, Texas, and California. Her areas of focus have been planning, economic development planning, small business assistance programs, business expansion and attraction programs, and downtown and neighborhood development strategies.

She has worked as a Senior Planner for the City of Austin, Senior Economic Development Specialist for the City of Albany’s (New York) Capitalize Albany – an economic development corporation, Economic Development Project Manager for the State of New York’s Empire State Development, and Economic Development Specialist for the City of Binghamton (New York).

Ms. Mora graduated from the University of Texas with a Master of Science in Community and Regional Planning and from the Lyndon B. Johnson School of Public Affairs with a Master of Public Affairs in 2010. She is an active member of the International Economic Development Council (IEDC) and a Certified
Proposal for Consultant Services for the City of Campbell

Economic Developer (CEcD). She also completed a yearlong ICMA Fellowship with the International City/County Management Association. She is bilingual in English & Spanish.

Most recently, Ms. Mora was with the economic development division at the City of Mountain View where her focus was on small business assistance as well as supporting the City’s visual arts and downtown initiatives.

Education:
- B.A., History, University of Texas at Austin
- M.S., Community and Regional Planning, University of Texas at Austin
- M.S., Public Affairs, Lyndon B. Johnson School of Public Affairs, University of Texas

Memberships/Certifications:
- International Economic Development Council
- Certified Economic Developer

DARA PHUNG

Dara Phung is a Marketing Specialist and Graphic Designer with Good City Company. Her experience includes preparing a range of external marketing communications (qualification packages, business proposals, presentations), developing social media content, editing videos, and producing custom illustrations and graphics. Dara previously interned for the City of Brisbane and The Bienstock Group, a full-service real estate firm in Los Angeles. During her time in Brisbane, Dara supported Planning staff on projects including the Objective Design and Development Standards project, the Affordable Housing Strategic Plan, and the Housing Element Cycle 6 Update.

Dara has worked for the City of San Carlos where she provided counter service to the general public for current planning inquiries, reviewed design and working drawings for zoning conformance, and prepared and presented staff reports before committees.
- B.A. Real Estate Development, University of Southern California
- B.A. Music, University of Southern California

Dara obtained her Bachelor’s in Real Estate Development and Bachelor’s in Music from the University of Southern California, where she took courses in urban planning and received the Lewis Mumford Award for Most Outstanding Essay in Planning History. In 2018, Dara studied piano in Lyon, France, where she performed in concerts hosted by the Festival de l’Académie de Fourvière.
Good City Co. Statement of Qualifications

GOOD CITY COMPANY is a local government and land use consulting firm based in San Carlos, California, the “City of Good Living.” Initially founded in 1972 as Neal Martin & Associates, the company was re-established in 2019 as Good City Company (Good City). The company is a California Corporation owned and operated by Lisa Costa Sanders and Aaron Aknin, AICP.

Good City has a long track record of serving public and private sector clients. Our Northern California based history uniquely positions the company to provide technical services tailored to the local jurisdictions. A list of Good City’s suite of local government staffing, policy, planning, economic development, and land use strategy services is included below. Good City staff has extensive community and economic development planning experience in the greater Bay Area and other states and levels of government. The project team brings more than 50 years combined experience managing and directing community and economic development programs as well as professional certifications from the American Planning Association and the International Economic Development Council.

Good City services include:

- Economic Development Services: program development, management and implementation, priority goal setting, analysis and research of economic development and revenue generating opportunities.
- Community Development Department Staffing: In-house staffing
- Planning, Building, Engineering, Housing, Code Enforcement, and front counter staffing. We can provide staffing on both a short and long-term basis.
- Specialized Community Development Department Services: Site planning, project management (of long-range planning processes and development applications), staff report writing, design review, building permit review, Planning Commission facilitation, Code Enforcement Division Strategy documents, and other specialized project assistance.
- Policy Planning: Creation and process facilitation of policy planning initiatives such as General Plans, Specific Plans, Master Plans, Downtown/Transit Corridor Plans, and Zoning Codes.
- Housing Strategy: In addition to general policy planning work, Good City can assist cities in developing strategies and policies to produce more housing for all income levels.
- Policy Implementation: Implementation and tracking of Long-Range Planning documents, such as General Plans, Housing Elements, Downtown Plan, and Specific Plans.
- Permit Streamlining & Development Review: Review and make recommendations related to optimizing the development and project review processes, which meet the needs of the city and applicant and follow state legislation and other regulatory agencies.
- Budgeting and Revenue Forecasting: Coordinate, make recommendations for action and policies for developing, implementing, and monitoring operating, capital improvement, and other public agency budgets. Identify key economic trends, challenges, opportunities using City data for revenue projections.
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- State Law Compliance (E. G., SB 35): Completion of required annual reports, “audits” of the zoning code to ensure SB 35 compliance and broader updates and information related to State level housing law and how it affects local entities.
- “Special Project” Assistance: Lead and manage projects for City / County Manager’s Offices, Parks Departments, transportation agencies, and other public sector entities.
- Interim Executive Level Assignments: Provision of interim department/ division head services, particularly related to Community Development Departments (Building/ Planning) and City / County Manager’s Offices.
- Transportation Demand Management: Transportation- related strategy, policy planning, and monitoring services.
- California Environmental Quality Act (CEQA): Complete initial reviews, categorical exemptions, negative declarations, and monitor projects consistent with CEQA.
- Town Hall Meeting Facilitation: Facilitate community meetings or open houses - whether they relate to a specific policy planning topic or broader community topics and issues.
- Good City has extensive experience in successfully guiding the development process in Northern California.

Good City provides planning and economic development services to the following Bay Area communities:

- Atherton
- East Palo Alto
- Hillsborough
- Millbrae
- Pacifica
- Redwood City
- South San Francisco
- San Carlos
- San Bruno
- San Mateo
- Foster City
- Palo Alto
- San Mateo County
Good City Co. Experience Examples

Within the City of San Carlos

- Economic Development assistance
- General Plan (and Climate Action Plan) Comprehensive Update
- Zoning Ordinance Comprehensive Update
- 2010, 2014 and 2022 (ongoing) Housing Element Update policy advisory and project management services
- Multi-tiered entitlement processing for large mixed-use projects, residential projects, and commercial projects
- Residential annexations
- Architectural Review for new single-family homes
- Subdivision Plan review and processing
- Conditional Use Permits for new businesses
- Tree removal applications
- Massage Permit Applications
- Sign Permit Applications
- City Council report preparation and presentation
- Planning Commission Review Preparation (Staff Reports, Minutes, Packet assembly and distribution)
- Property acquisition for economic development
- City-owned property management including lease negotiation
- Housing Program administration
- Manage consultant preparation of EIRs
- Housing Strategy
- Downtown Streetscape Strategy and Project Management

For the County of San Mateo

- Led Zoning Code Amendment Process for MidPen Open Space District project
- Assisting with the County Manager’s Office with COVID-19 Long-Term Recovery Plan
- General Project Management, Current Planning and Entitlement Review

For the City of East Palo Alto

- Current planning project management services for the Ravenswood / 4 Corners TOD Specific Plan.
- Review plans for compliance with the zoning code, specific plan, and general plan, prepare staff reports, and respond to public inquiries.
Proposal for Consultant Services
for the City of Campbell

For the City of Foster City

- Provided economic development program advisory and implementation services. The city does not have permanent economic development staff.
- Completed a small business assistance plan and assisted with the adoption of a minimum wage ordinance.
- Completed an assessment of the city’s neighborhood retail centers and retail opportunity sites.

For the City of Palo Alto

- Provided economic development advisory services for the development of a formal economic development program and staff position.
- Developed a scope of work for an economic development strategy RFP.
References

City of San Bruno
Pamela Wu – Director of Community and Economic Development
pwu@sanbruno.ca.gov
p. 650.616.7039
Scope of Services: On-call community planning services, draft, and review development of city’s Housing Element
Team members involved: Aaron Aknin (Principal), Kelly Beggs (Senior Planner), Sabina Mora (Project Manager)
Budget/contract status: Ongoing basis with a not-to-exceed contract amount

City of Mountain View
Aarti Shrivastava – Assistant City Manager/Community Development Director
aarti.shrivastava@mountainview.gov
p. 650.903.6456
Scope of Services: Assist the City of Mountain View with economic development initiatives.
Team member involved: Leslie Parks (Economic Development Advisor), Sabina Mora (Business Development Specialist)
Budget/contract status: Project is complete

City of South San Francisco Mike Futrell – City Manager
mike.futrell@ssf.net
p. 650.877.8500
Scope of Services: Draft, review and manage development of the city’s General Plan Update and the city’s Housing Element
Team members involved: Lisa Costa Sanders (Principal), Sabina Mora (Project Manager)
Budget/contract status: Project is underway
Proposal for Consultant Services
for the City of Campbell

City of Foster City
Jennifer Phan, Interim Deputy City Manager
Jphan@fostercity.org
p. 650 773-9917

Scope of Services: Assist the City of Foster City with economic development initiatives.

Team member involved: Leslie Parks (Economic Development Advisor), Sabina Mora (Business Development Specialist)

Budget/contract status: Project is complete
City of Campbell
Request for Budget Adjustments

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<tr>
<th>Department/Program</th>
<th>Division</th>
<th>Date</th>
<th>Request No.</th>
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<td>556 - Economic Development</td>
<td>January 23, 2023</td>
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### Budget to be Reduced

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**Sub-Total Expenditures**

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### Budget to be Increased

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*Note - Remaining balance of $26,688.59 to be paid from General Fund Reserve Balance.

### REASON FOR REQUEST - BE SPECIFIC:

To transfer salary and benefit savings from vacant Economic Development Specialist position to Economic Development contractual services needs in FY 2023. Remaining contract costs of $190,000 will be programmed into proposed budget for FY 2024; offset by full year anticipated salary savings for Economic Development Specialist.

<table>
<thead>
<tr>
<th>Will Fuentes</th>
<th>Rob Eastwood</th>
<th>Brian Loventhal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance Director</td>
<td>Community Development Director</td>
<td>City Manager</td>
</tr>
</tbody>
</table>
TITLE: 2023 City Council Meeting Schedule (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council adopt a Resolution approving the 2023 City Council meeting schedule.

BACKGROUND

Pursuant to Campbell Municipal Code Section 2.04.020, meetings of the City Council are regularly held on the first and third Tuesday of each month. Each year staff presents a proposed meeting schedule, noting conflicts that may exist with regularly scheduled meeting dates for the City Council’s review and approval.

DISCUSSION

Council has in the past cancelled one meeting in July or August for summer recess, and one meeting in December or January for winter recess. This year the first regular meeting of July 4 falls on the Independence Day holiday. Staff is recommending rescheduling or cancelling said meeting. Council has previously requested the first Tuesday in August be cancelled or rescheduled in observance of National Night Out. Council has also cancelled the first meeting in January due to the Holiday closure and staff availability for the agenda packet preparation. The proposed schedule (Attachment B) reflects all possible meeting dates that occur on the first and third Tuesday of the month. This item is being agendized to provide an opportunity for Council to discuss the proposed schedule, recommend changes and determine any necessary recesses or meeting cancellations as appropriate.

Some or all Councilmembers may attend the following conferences in 2023, the dates of which do not conflict with any regularly scheduled Council meetings and are currently being held virtually.

- March 26-28, 2023 National League Congressional City Conference, Washington, DC
- September 20-22, 2023 League of California Cities Annual Conference, Sacramento, CA
- November 15-18, 2023 National League City Summit (formerly...
Congress of Cities) Atlanta, GA

FISCAL IMPACT

There is no fiscal impact associated with adopting the 2023 City Council meeting schedule at this time.

Prepared by:

[Signature]
Andrea Sanders, City Clerk

Approved by:

[Signature]
Brian Loventhal, City Manager

Attachment:

a. Resolution
b. Exhibit A - 2023 CITY COUNCIL MEETING DATES
RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CAMPBELL APPROVING THE 2023 CITY COUNCIL MEETING SCHEDULE

WHEREAS, Pursuant to Campbell Municipal Code Section 2.04.020, meetings of
the City Council are regularly held on the first and third Tuesday of each month; and

WHEREAS, the City Council in the past has canceled one meeting in July or
August as a summer recess; and

WHEREAS, the City Council in the past has canceled one meeting in December
or January as a winter recess; and

WHEREAS, the adoption of the City Council meeting schedule (Exhibit A) sets the
dates for the 2023 regular Council meetings; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of
Campbell approves the 2023 City Council meeting schedule (Exhibit A).

PASSED AND ADOPTED this _____ day of __________, by the following roll call
vote:

AYES: Councilmembers

NOES: Councilmembers

ABSENT: Councilmembers

APPROVED:

________________________________
Anne Bybee, Mayor

ATTEST:

________________________________
Andrea Sanders, City Clerk
2023 CITY COUNCIL MEETING DATES

January 3*
January 17*
January 23 (Special)

February 7
February 21

March 7
March 21

April 4
April 18

May 2
May 16

June 6
June 20

July 4*
July 18*

August 1*
August 15

September 5
September 19

October 3
October 17

November 7
November 21

December 5
December 19

January 2, 2024*
January 16, 2024

Meetings noted with an asterisk (*) have previously been canceled or moved due to conflicting holidays or community events.
TITLE:  Council Committee Reports

RECOMMENDED ACTION

That the City Council report on activities from their committee assignments.

DISCUSSION
This is the section of the City Council Agenda that allows the City Councilmembers to report on items of interest and the work of City Council Subcommittees.

MAYOR BYBEE
Cities Association of Santa Clara County:
   Board Representative
   Legislative Action Committee and City Selection Committee
City Attorney Performance/Compensation Subcommittee
City Clerk Performance/Compensation Subcommittee
City Manager Performance/Compensation Subcommittee
Finance Subcommittee
Friends of the Heritage Theater Liaison
Legislative Subcommittee
Silicon Valley Animal Control Authority Board (SVACA)
West Valley Mayors and Managers

VICE MAYOR LANDRY
Advisory Commissioner Appointment Interview Subcommittee
City Attorney Performance/Compensation Subcommittee
City Clerk Performance/Compensation Subcommittee
City Manager Performance/Compensation Subcommittee
Education Subcommittee
Economic Development Subcommittee
Recycling and Waste Reduction Commission of SCC**
Santa Clara Valley Water District County Water Commission
Santa Clara County Library District JPA Board of Directors

West Valley Clean Water JPA (Alt.)
West Valley Solid Waste Authority JPA (Alt.)
West Valley Mayors and Managers (Alt.)
COUNCILMEMBER FURTADO
Advisory Commissioner Appointment Interview Committee
DCBA Liaison
Silicon Valley Regional Interoperability Authority (SVRIA)
West Valley Clean Water JPA
West Valley Sanitation District
West Valley Solid Waste Authority JPA

Association of Bay Area Governments (Alt.)
Silicon Valley Animal Control Authority Board (SVACA) (Alt.)
Valley Transportation Authority Policy Advisory Committee (Alt.)

COUNCILMEMBER LOPEZ:
Association of Bay Area Governments
Bay Area Quality Management District Board of Directors**
Economic Development Subcommittee
Finance Subcommittee
League of Cities Peninsula Division Executive Committee**
Legislative Subcommittee
Santa Clara County Housing and Community Development Advisory Committee
Silicon Valley Clean Energy Finance and Audit Committee
Valley Transportation Authority Board of Directors**

Campbell Historical Museum & Ainsley House Foundation Liaison (Alt.)
Cities Association of Santa Clara County:
  Board Representative (Alt.)
  Legislative Action Committee and City Selection Committee (Alt.)
Friends of the Heritage Theater Liaison (Alt.)
Santa Clara Valley Water District: County Water Commission (Alt.)
Silicon Valley Clean Energy JPA Board of Directors (Alt.)
West Valley Sanitation District (Alt.)

COUNCILMEMBER SCOZZOLA
Campbell Historical Museum & Ainsley House Foundation Liaison
Education Subcommittee
Silicon Valley Clean Energy JPA Board of Directors
Valley Transportation Authority Policy Advisory Board

DCBA Liaison (Alt.)
Santa Clar County Housing and Community Development Advisory Committee (Alt.)
Santa Clara County Library District JPA Board of Directors (Alt.)

**appointed by other agencies
Prepared by: Andrea Sanders, City Clerk