



**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
MAY 03, 2022
TELECONFERENCE
7:00 P.M.**

*Rob Rennie, Mayor
Maria Ristow, Vice Mayor
Mary Badame, Council Member
Matthew Hudes, Council Member
Marico Sayoc, Council Member*

PARTICIPATION IN THE PUBLIC PROCESS

How to participate: The Town of Los Gatos strongly encourages your active participation in the public process, which is the cornerstone of democracy. If you wish to speak to an item on the agenda, please follow the participation instructions on page 2 of this agenda. If you wish to speak to an item NOT on the agenda, you may do so during the “Verbal Communications” period, by following the participation instructions on page 2 of this agenda. The time allocated to speakers may change to better facilitate the Town Council meeting.

Effective Proceedings: The purpose of the Town Council meeting is to conduct the business of the community in an effective and efficient manner. For the benefit of the community, the Town of Los Gatos asks that you follow the Town’s meeting guidelines while attending Town Council meetings and treat everyone with respect and dignity. This is done by following meeting guidelines set forth in State law and in the Town Code. Disruptive conduct is not tolerated, including but not limited to: addressing the Town Council without first being recognized; interrupting speakers, Town Council or Town staff; continuing to speak after the allotted time has expired; failing to relinquish the podium when directed to do so; and repetitiously addressing the same subject. Disruption of the meeting may result in a violation of Penal Code 403.

Deadlines for Public Comment and Presentations are as follows:

- Persons wishing to make an audio/visual presentation on any agenda item must submit the presentation electronically, either in person or via email, to the Clerk’s Office no later than 3:00 p.m. on the day of the Council meeting.
- Persons wishing to submit written comments to be included in the materials provided to Town Council must provide the comments as follows:
 - For inclusion in the regular packet: by 11:00 a.m. the Thursday before the Council meeting
 - For inclusion in any Addendum: by 11:00 a.m. the Monday before the Council meeting
 - For inclusion in any Desk Item: by 11:00 a.m. on the day of the Council Meeting

***Town Council Meetings Broadcast Live on KCAT, Channel 15 (on Comcast) on the 1st and 3rd Tuesdays at 7:00 p.m.
Rebroadcast of Town Council Meetings on the 2nd and 4th Mondays at 7:00 p.m.
Live & Archived Council Meetings can be viewed by going to:
www.LosGatosCA.gov/TownYouTube***

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE CLERK DEPARTMENT AT (408) 354-6834. NOTIFICATION 48 HOURS BEFORE THE MEETING WILL ENABLE THE TOWN TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING [28 CFR §35.102-35.104]

**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
MAY 03, 2022
TELECONFERENCE
7:00 PM**

IMPORTANT NOTICE

This meeting is being conducted utilizing teleconferencing and electronic means consistent with Government Code Section 54953, as Amended by Assembly Bill 361, in response to the state of emergency relating to COVID-19 and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 54950 et seq.). Consistent with AB 361 and Town of Los Gatos Resolution 2021-044, this meeting will not be physically open to the public and the Council will be teleconferencing from remote locations. Members of the public can only participate in the meeting by joining the Zoom webinar (log in information provided below).

PARTICIPATION

To provide oral comments in real-time during the meeting:

- **Zoom webinar:** Join from a PC, Mac, iPad, iPhone or Android device: Please click this URL to join: <https://losgatosca.gov.zoom.us/j/81818989940?pwd=WjBHcG1XMWNSVmd3Y2tIcrlbUJsdz09>. Passcode: 291825. You can also type in 833 8255 3535 in the “Join a Meeting” page on the Zoom website at <https://zoom.us/join>.
- **Join by telephone:** Join by Telephone: Dial: USA 877 336 1839 US Toll-free or 636-651-0008 US Toll. Conference code: 969184

When the Mayor announces the item for which you wish to speak, click the “raise hand” feature in Zoom. If you are participating by phone on the Zoom app, press *9 on your telephone keypad to raise your hand. If you are participating by calling in, press #2 on your telephone keypad to raise your hand.

When called to speak, you will be asked to provide your full name and your town/city of residence. This identifying information is optional and not a requirement for participation. Please limit your comments to three (3) minutes, or such other time as the Mayor may decide, consistent with the time limit for speakers at a Council meeting. If you wish to speak to an item or items on the Consent Calendar, please state which item number(s) you are commenting on at the beginning of your time.

If you are unable to participate in real-time, you may email to PublicComment@losgatosca.gov the subject line “Public Comment Item #__” (insert the item number relevant to your comment) or “Verbal Communications – Non-Agenda Item.” Comments received by 11:00 a.m. the day of the meeting will be reviewed and distributed before the meeting. All comments received will become part of the record.

REMOTE LOCATION PARTICIPANTS *The following Council Members are listed to permit them to appear electronically or telephonically at the Town Council meeting: MAYOR ROB RENNIE, VICE MAYOR MARIA RISTOW, COUNCIL MEMBER MARY BADAME, COUNCIL MEMBER MATTHEW HUDES, and COUNCIL MEMBER MARICO SAYOC. All votes during the teleconferencing session will be conducted by roll call vote.*

RULES OF DECORUM AND CIVILITY

To conduct the business of the community in an effective and efficient manner, please follow the meeting guidelines set forth in the Town Code and State law.

The Town does not tolerate disruptive conduct, which includes but is not limited to:

- addressing the town Council without first being recognized;
- interrupting speakers, Town Council, or Town staff;
- continuing to speak after the allotted time has expired;
- failing to relinquish the microphone when directed to do so;
- repetitiously addressing the same subject.

Town Policy does not allow speakers to cede their commenting time to another speaker.

Disruption of the meeting may result in a violation of Penal Code 403.

MEETING CALL TO ORDER

ROLL CALL

PRESENTATIONS

- i. Building Safety Month Proclamation
- ii. National Public Works Week Proclamation
- iii. Municipal Clerks Week Proclamation

COUNCIL / MANAGER MATTERS

CONSENT ITEMS *(Items appearing on the Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may request to have an item removed from the Consent Items for comment and action. Members of the public may provide input on any or multiple Consent Item(s) when the Mayor asks for public comments on the Consent Items. If you wish to comment, please follow the Participation Instructions contained on Page 2 of this agenda. If an item is removed, the Mayor has the sole discretion to determine when the item will be heard.)*

- [1.](#) Approve Draft Minutes of the April 19, 2022 Town Council Meeting.
- [2.](#) Adopt a Resolution Reaffirming Resolution 2021-044 Regarding Brown Act Compliance and Teleconferencing and Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, During the COVID -19 Pandemic.
- [3.](#) Appoint Vice Mayor Ristow to the Senior Service Committee to Replace Mayor Rennie.
- [4.](#) Adopt an Ordinance Amending Chapter 15 (Motor Vehicles and Traffic), Article I and Article IV, Division I of the Town Code Regarding Parking Meter Zones.

5. Adopt an Ordinance Amending Chapter 18, Article III, Entitled Minors and Related to Social Host Liability for Parties at Which Underage Drinking and Drug Use Occurs.
6. Adoption of an Ordinance Amending Chapter 29 of the Los Gatos Town Code Regulating Tree Protection.
7. Authorize the Town Manager to Execute a Second Amendment to an Agreement for Consultant Services with Walter Levison, Arborist for Two Months.
8. Authorize the Town Manager to Execute a First Amendment to an Agreement for Consultant Services with Monarch Consulting Arborists LLC for Two Months.
9. Adopt a Resolution to Adopt a List of Projects for Fiscal Year 2022/23 Funded by the State Senate Bill 1, the Road Repair and Accountability Act of 2017.
10. Adopt a Resolution Declaring Hazardous Vegetation (Brush) a Public Nuisance, Ordering Abatement, and Setting June 21, 2022 as a Public Hearing to Consider Objections to the Proposed Removal of Brush.
11. Authorize the Town Manager to Execute a First Amendment to the Agreement with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program.
12. Authorize the Town Manager to Execute a Third Amendment to the Agreement for Services with Brightview Tree Care Services, Inc. to Increase Compensation for Fiscal Year 2021/22 in an Amount of \$25,000 for a Total Annual Amount Not to Exceed \$125,000, for a Total Agreement Amount Not to Exceed \$966,000.
13. Landscape and Lighting Assessment Districts 1 & 2
 - a. Adopt a Resolution (Attachment 1) Approving the Engineer's Report (Attachment 8) for Fiscal Year 2022/23.
 - b. Adopt a Resolution (Attachment 2) of Intention to Order the Levy and Collection of Assessments for Landscape and Lighting District No. 1-Blackwell Drive Benefit Zone.
 - c. Adopt a Resolution (Attachment 3) of Intention to Order the Levy and Collection of Assessments for Landscape and Lighting District No. 1-Kennedy Meadows Benefit Zone.
 - d. Adopt a Resolution (Attachment 4) of Intention to Order the Levy and Collection of Assessments for Landscape and Lighting District No. 1-Santa Rosa Heights Benefit Zone.
 - e. Adopt a Resolution (Attachment 5) of Intention to Order the Levy and Collection of Assessments for Landscape and Lighting District No. 1-Vasona Heights Benefit Zone.
 - f. Adopt a Resolution (Attachment 6) of Intention to Order the Levy and Collection of Assessments for Landscape and Lighting District No. 1-Hillbrook Drive Benefit Zone.
 - g. Adopt a Resolution (Attachment 7) of intention to Intention to Order the Levy and Collection of Assessments for Landscape and Lighting District No. 2-Gemini Court Benefit Zone.
 - h. Set June 21, 2022 as the Date for the Public Hearing to Consider Protests for the Levy and Collection of Assessments.
14. Authorize the Town Manager to Execute On-Call Traffic Engineering Consultant Services Agreements for Pass-Through Accounts with Advanced Mobility Group, Fehr and Peers, Hexagon Transportation Consultants, Inc., Kimley-Horn Associates, Inc., TJKM Transportation Consultants, and W-Trans.
15. Approve an Amendment to the Classification Plan to Create a Flexibly Staffed Communications Dispatcher Job Series.

VERBAL COMMUNICATIONS (*Members of the public are welcome to address the Town Council on any matter that is not listed on the agenda. To ensure all agenda items are heard and unless additional time is authorized by the Mayor, this portion of the agenda is limited to 30 minutes and no more than three (3) minutes per speaker. In the event additional speakers were not able to be heard during the initial Verbal Communications portion of the agenda, an additional Verbal Communications will be opened prior to adjournment.*)

OTHER BUSINESS (*Up to three minutes may be allotted to each speaker on any of the following items.*)

- [16.](#) Receive the Results of the Community Survey and Provide any Direction to Staff.

ADJOURNMENT (*Council policy is to adjourn no later than midnight unless a majority of Council votes for an extension of time.*)

Writings related to an item on the Town Council meeting agenda distributed to members of the Council within 72 hours of the meeting are available for public inspection at the front desk of the Los Gatos Town Library, located at 100 Villa Avenue, and are also available for review on the official Town of Los Gatos website.

Note: The Town of Los Gatos has adopted the provisions of Code of Civil Procedure §1094.6; litigation challenging a decision of the Town Council must be brought within 90 days after the decision is announced unless a shorter time is required by State or Federal law.



**DRAFT
Minutes of the Town Council Meeting
April 19, 2022**

The Town Council of the Town of Los Gatos conducted a regular meeting utilizing teleconference and electronic means consistent with Government Code Section 54953, as Amended by Assembly Bill 361, in response to the state of emergency relating to COVID-19 and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 54950 et seq.) and Town of Los Gatos Resolution 2021-044 on Tuesday, April 19, 2022 at 7:00 p.m.

MEETING CALLED TO ORDER AT 7:00 P.M.

ROLL CALL

Present: Mayor Rob Rennie, Vice Mayor Maria Ristow, Council Member Mary Badame, Council Member Matthew Hudes, Council Member Marico Sayoc (all participating remotely).

Absent: None

PRESENTATIONS

Josh Selo, West Valley Community Services, gave a presentation of the services offered by the non-profit and Sketch Salazar shared her experience as a client.

CLOSED SESSION REPORT

Robert Schultz, Interim Town Attorney, stated Council met in closed session on April 12, 2022, as duly noted on the agenda and that there is no reportable action.

COUNCIL/TOWN MANAGER REPORTS

Council Matters

- Vice Mayor Ristow stated she met with cannabis consultant HdL Companies; interviewed by Saratoga High School students; and attended Santa Clara Valley Water District (SCVWD) Board meeting, Islamic Center community iftar with Council Member Sayoc and Mayor Rennie, and Rotary speaker event with Mayor Rennie.
- Council Member Sayoc stated she attended the Cities Association Executive Board and Legislative Select Committee meetings and announced CalCities Peninsula Division will host an event for local elected officials in San Mateo and Santa Clara Counties on Governor Newsom's CARE Court on May 18th.
- Council Member Badame stated she met with cannabis consultant HdL Companies and Town staff; attended West Valley Waste Management Authority (WVWMA) and West Valley Clean Water Authority (WVCWA) Board meetings, Democracy Tent community meetings as an observer, and Planning Commission as an observer.

Council Matters – continued

- Mayor Rennie stated he attended the Bay Area Air Quality Management District (BAAQMD) Board, Legislative Committee, Stationary Source Committee meetings; Connected BAAQMD staff to Lawrence Livermore National Laboratory to further their research; presented to realtors; attended the Senior Service Sub-Committee meeting, Senior Services Committee meeting, tree planting with City of Monte Sereno, and Cities Association Board and Legislative Committee meetings; filled in for Council Member Sayoc at the Cities Association Selection Committee meeting; and provided testimony to the Senate Judiciary Committee in support of Senate Bill 1100 introduced by Senator Cortese.
- Council Member Hudes stated he attended multiple Senior Service Sub-Committee meetings, Santa Clara County Housing and Community Development Advisory Committee (HCDAC) meeting, and the Senior Services Committee meeting.

Manager Matters

- Announced the results of the community-wide senior survey have been posted on the Town website.
- Announced Spring into Green will take place on Sunday, April 24, 2022, and invited all to attend.
- Announced Adult Commissioner recruitment is underway; the application period closes on May 27 at 4:00 p.m. and interviews are scheduled for June 7, 2022.
- Announced Youth Commission recruitment is underway; the application period closes on May 6 at 4:00 p.m. and interviews are scheduled for May 16, 2022.
- Recognized and thanked Town Administrative Staff in honor of Administrative Professional's Day.

CONSENT ITEMS (TO BE ACTED UPON BY A SINGLE MOTION)

1. Approve Minutes of the Town Council Special Meeting - Closed Session of April 5, 2022.
2. Approve Draft Minutes of the Town Council Meeting of April 5, 2022
3. Approve Draft Minutes of the Town Council, Planning Commission, and Housing Element Advisory Board Joint Study Session of April 6, 2022.
4. Approve Minutes of the Town Council Closed Session Special Meeting of April 12, 2022.
5. Adopt a Resolution Reaffirming Resolution 2021-044 Regarding Brown Act Compliance and Teleconferencing and Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, During the COVID -19 Pandemic. **RESOLUTION 2022-017**
6. Adopt a Resolution Describing Improvements and Directing Preparation of the Town Engineer's Report for Fiscal Year 2022/23 for Landscape and Lighting Assessment Districts No. 1 and 2. **RESOLUTION 2022-018**
7. Adopt a Resolution Approving the Parcel Map for 16220 Harwood Road and Accepting the Public Service Easement Dedication. **RESOLUTION 2022-019**

Consent Items – continued

8. Adopt a Resolution Approving the Parcel Map for 16466 Bonnie Lane and Accepting the Public Service Easement Dedication. **RESOLUTION 2022-020**
9. Approve the Phil Knopf Minors Baseball Complex Naming Addition to Balzer Field Signage.
10. Adoption of an Ordinance of the Town of Los Gatos Repealing and Replacing Article III of Chapter 10 of the Los Gatos Town Code Regulating Food Service Ware by Food Facilities to Align with New State Laws. **ORDINANCE 2328**
11. Adopt an Ordinance Approving a Military Equipment Funding, Acquisition, and Use Policy Pursuant to Assembly Bill 481. **ORDINANCE 2329**

Opened public comment.

Mike Wasserman, Santa Clara County Supervisor District 1

- Commented in support of item 9.

Closed public comment.

MOTION: Motion by Vice Mayor Ristow to approve the Consent Items. Seconded by Council Member Sayoc.

VOTE: Motion passed unanimously.

VERBAL COMMUNICATIONS

Giulianna Pendleton, Audubon Society

- Commented in support of adding a dark sky and bird safe design elements in the Draft 2040 General Plan.

Catherine Somers, Chamber of Commerce Executive Director

- Announced the Senior Service Committee is hosting a senior outreach reception at the Adult Recreation Center (ARC) on Wednesday, April 20; the Chamber Spring Wine Walk will take place on April 23; and fundraising is underway to support the Double D's Sports Grille gateway wall project.

Joanne Rodgers

- Played a recording of a previous resident in opposition of allowing cannabis dispensaries.

PUBLIC HEARINGS

12. Introduction and First Reading of an Ordinance Amending Chapter 18, Article III, Entitled Minors and Related to Social Host Liability for Parties at Which Underage Drinking and Drug Use Occurs.

Public Hearing Item #12 – continued

Robert Schultz, Interim Town Attorney, presented the staff report.

Opened public comment.

Sasha Balasingham, Youth Commissioner Chair

- Commented in support of the ordinance.

Quincy Scott, Youth Commissioner Vice Chair

- Commented in support of the ordinance.

Esha Bagora, Youth Commission Teen Wellness Sub-Committee Chair

- Commented in support of the ordinance and stated the Youth Commission will be taking part in community outreach.

Lee Fagot

- Commented in support of the ordinance; requested fines be reviewed.

Joanne Rodgers

- Commented in support of the ordinance.

Closed public comment.

Council discussed the item.

MOTION: Motion by Council Member Sayoc to 1) introduce by title only, an ordinance amending Chapter 18, Article III, entitled Minors and Related to Social Host Liability for Parties at Which Underage Drinking and Drug Use Occurs, 2) include a section that states this chapter does not apply to conduct involving the use of intoxicants that is protected by Article I, Section 4 of the California Constitution, the Freedom of Religion exemption clause and 3) direct Town staff to work with all schools in Los Gatos for outreach purposes. **Seconded by Vice Mayor Ristow.**

VOTE: Motion passed unanimously.

Town Clerk Neis read the ordinance by title only.

13. Introduction and First Reading of an Ordinance Amending Chapter 29 of the Los Gatos Town Code Regulating Tree Protection.

Robert Schultz, Interim Town Attorney, presented the staff report.

Public Hearing Item #13 – continued

Opened public comment.

Giulianna Pendleton, Audubon Society

- Commented in support the ordinance and requested an amendment to require 80% of trees planted be native species.

David Weissman

- Commented in support of the ordinance.

Closed public comment.

Council discussed the item.

MOTION: Motion by Council Member Hudes to introduce, by title only, an ordinance amending Chapter 29 of the Los Gatos Town Code regulating tree protection (Attachment 1). **Seconded by Council Member Badame.**

VOTE: Motion passed unanimously.

Town Clerk Neis read the ordinance by title only.

14. Introduction and First Reading of an Ordinance Amending the Los Gatos Town Code Chapter 15 Regarding Motor Vehicles and Traffic to Include Parking Meter Zones and Amending Ordinance Definitions and Requirements.

Greg Borromeo, Police Sergeant, presented the staff report.

Opened public comment.

Randi Chen, Los Gatos Chamber of Commerce

- Commented in support of the ordinance; requested North Santa Cruz be thirty-minute parking without pay-to-stay meters.

Closed public comment.

Council discussed the item.

Other Business Item #14 – continued

MOTION: Motion by Vice Mayor Ristow to introduce by title only, an ordinance amending the Los Gatos Town Code Chapter 15 regarding motor vehicles and traffic to include parking meter zones and amending ordinance definitions and requirements (Attachment 1). **Seconded** by Council Member Hudes.

VOTE: Motion passed unanimously.

Town Clerk Neis read the ordinance by title only.

Recess 8:50 p.m.

Reconvene 9:00 p.m.

OTHER BUSINESS

15. Discuss and Provide Direction on Community Engagement Efforts for the General Plan and Housing Element Updates.

Jennifer Armer, Planning Manager, presented the staff report.

Opened public comment.

No one spoke.

Closed public comment.

Council discussed the item.

MOTION: Motion by Council Member Hudes to further community engagement 1) post the questions and answers from the two Town Council Study Sessions plus the questions and answers from the Joint Study Session on the Housing Element, 2) provide these questions and answers to the Housing Element Advisory Board, Planning Commission, and Town Council, 3) post as Frequently Asked Questions (FAQs) on the respective websites, and 4) for clarification, it is all right to have summary versions of the questions and summary answers. **Seconded** by Council Member Badame.

VOTE: Motion passed unanimously.

PAGE 7 OF 7

SUBJECT: Draft Minutes of the Town Council Meeting of April 19, 2022

DATE: April 19, 2022

16. Local Roadway Safety Plan:

- a. Adopt the Local Roadway Safety Plan (LRSP);
- b. Direct Staff to Develop the Short-Term Improvements and Pursue Grant Funding; and
- c. Direct Staff to Proceed with All Implementation Actions in the LRSP.

Ying Smith, Transportation and Mobility Manager, presented the staff report.

Opened public comment.

No one spoke.

Closed public comment.

Council discussed the item.

MOTION: Motion by Vice Mayor Ristow to adopt the Local Roadway Safety Plan (LRSP); Direct Staff to Develop the Short-Term Improvements and Pursue Grant Funding; and Direct Staff to Proceed with All Implementation Actions in the LRSP. **Seconded by Council Member Hudes.**

VOTE: Motion passed unanimously.

ADJOURNMENT

The meeting adjourned at 10:15 p.m.

Respectfully submitted:

Jenna De Long, Deputy Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 05/03/2022

ITEM NO: 2

DATE: April 25, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt a Resolution Reaffirming Resolution 2021-044 Regarding Brown Act Compliance and Teleconferencing and Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, During the COVID -19 Pandemic

RECOMMENDATION:

Adopt a Resolution reaffirming Resolution 2021-044 and making findings pursuant to Government Code Section 54953, as amended by Assembly Bill 361, and authorizing the continued use of virtual meetings due to health and safety concerns for the public.

BACKGROUND:

On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which allowed for relaxed provisions of the Ralph M. Brown Act (Brown Act) that allowed legislative bodies to conduct meetings through teleconferencing without having to meet the strict compliance of the Brown Act. All provisions of Executive Order N-29-20 concerning the conduct of public meetings expired on September 30, 2021.

DISCUSSION:

AB 361 was signed into law by the Governor on September 16, 2021, and went into effect immediately upon signing. It amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology after the September 30, 2021, expiration of the current Brown Act exemptions as long as there is a "proclaimed state of emergency" by the Governor. This allowance also depends on State or local officials imposing or recommending measures that promote social distancing or a legislative body finding that meeting in person would present an imminent safety risk to attendees.

AB 361 requires Public agencies to make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter that a state of emergency

PREPARED BY: Shelley Neis
Town Clerk

Reviewed by: Town Manager, Assistant Town Manager, and Town Attorney

DISCUSSION (Cont):

still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing.

Town Council adopted Resolution 2021-044 on October 5, 2021 regarding Brown Act compliance and teleconferencing pursuant to Government Code Section 54953, as amended by AB 361, and adopted resolutions on the following dates reaffirming Resolution 2021-044:

- November 2, 2021 adopted Resolution 2021-046
- November 16, 2021 adopted Resolution 2021-048
- December 7, 2021 adopted Resolution 2021-054
- December 21, 2021 adopted Resolution 2021-059
- January 18, 2022 adopted Resolution 2022-001
- February 1, 2022 adopted Resolution 2022-003
- February 15, 2022 adopted Resolution 2022-004
- March 1, 2022 adopted Resolution 2022-006
- March 15, 2022 adopted Resolution 2022-009
- April 5, 2022 adopted Resolution 2022-013
- April 19, 2022 adopted Resolution 2022-0117

CONCLUSION:

Adopt a Resolution reaffirming Resolution 2021-044 making findings pursuant to Government Code Section 54953, as amended by Assembly Bill 361, and authorizing the continued use of virtual meetings. If adopted, virtual meetings may continue for all Town Boards, Commissions, and Committees.

COORDINATION:

This report was coordinated with the Town Attorney and Town Manager's offices.

FISCAL IMPACT:

There will be no fiscal impact to the Town at this time.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachment:

1. Draft Resolution

RESOLUTION 2022-

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
REAFFIRMING RESOLUTION 2021-044 REGARDING BROWN ACT COMPLIANCE AND
TELECONFERENCING PURSUANT TO GOVERNMENT CODE SECTION 54953, AS
AMENDED BY ASSEMBLY BILL 361, DURING THE COVID-19 PANDEMIC**

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 12, 2020, the Town Manager of Los Gatos acting in the capacity of Town of Director of Emergency Services, issued a Proclamation of Local Emergency; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which suspended and modified the teleconferencing requirements under the Brown Act (California Government Code Section 54950 et seq.) so that local legislative bodies can hold public meetings via teleconference (with audio or video communications, without a physical meeting location), as long as the meeting agenda identifies the teleconferencing procedures to be used; and

WHEREAS, on March 17, 2020, the Town Council of the Town of Los Gatos ratified the Proclamation of Local Emergency as set forth in Resolution 2020-008 and remains in full force and effect to date; and

WHEREAS, on June 4, 2021, the Governor clarified that the “reopening” of California on June 15, 2021 did not include any change to the proclaimed state of emergency or the powers exercised thereunder; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which extended the provision of N-29-20 concerning the conduct of public meetings through September 30, 2021, and the Governor subsequently signed legislation revising Brown Act requirements for teleconferenced public meetings (Assembly Bill 361, referred to hereinafter as “AB 361”); and

WHEREAS, on September 16, 2021 Governor Newsom signed AB 361, which added subsection (e) to Government Code section 54953 of the Brown Act, and makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

ATTACHMENT 1

WHEREAS, the Town Council of the Town of Los Gatos approved Resolution No. 2021-044 on October 5, 2021 declaring the need for the Town Council, Boards, Commissions, and Committees to continue to meet remotely in order to ensure the health and safety of the public; and

WHEREAS, the Town of Los Gatos remains in a state of emergency due to the continuing spread of COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention recommends physical distancing of at least six (6) feet whenever possible, avoiding crowds, and avoiding spaces that do not offer fresh air from the outdoors, particularly for people who are not fully vaccinated, or are at a higher risk of severe illness due to COVID-19; and

WHEREAS, the Town's public meeting facility is indoor and not designed to ensure circulation of fresh/outdoor air, and not designed to ensure that attendees can remain six (6) feet apart; and

WHEREAS, holding in-person meetings would encourage community members to come to Town facilities to participate in local government, and some of them would be at high risk of severe illness due to COVID-19; and

WHEREAS, technology exists that allows full participation from members of the public without requiring in-person attendance at a Town Council, Board, Commission, or Committee meeting.

WHEREAS, the Town Council has considered all information related to this matter, including the associated staff report and other information relating to COVID-19 provided at prior public meetings of the Town Council; and

WHEREAS, the Town Council now desires to adopt a Resolution finding that the requisite conditions continue to exist for the legislative bodies of the Town of Los Gatos, as defined in the Brown Act, to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES HEREBY RESOLVE:

1. The Town Council hereby finds that the fact set forth in the above recitals and as contained in Resolution 2021-044 are true and correct, and establish the factual basis for the adoption of this Resolution;
2. There is an ongoing proclaimed state of emergency relating to the novel coronavirus causing the disease known as COVID-19 and as a result of that emergency, meeting in person would present imminent risks to the health or safety of attendees of in-person meetings of this legislative body and all Town advisory bodies within the meaning of California Government Code section 54953(e)(1).

3. Under the present circumstances, including the risks mentioned in the preceding paragraph, the Town Council determines that authorizing teleconferenced public meetings consistent with Assembly Bill 361 is necessary and appropriate.

4. Staff are directed to take all actions necessary to implement this Resolution for all Town meetings in accordance with the foregoing provisions and the requirements of Government Code section 54953, as amended by Assembly Bill 361, including but not limited to returning for ratification of this Resolution every 30 days after teleconferencing for the first time pursuant to Assembly Bill 361 for so long as either of the following circumstances exists: (a) the state of emergency continues to directly impact the ability of this legislative body to meet in person; and/or (b) state or local officials, including but not limited to the County Health Officer, continue to impose or recommend measures to promote social distancing.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 3rd day of May 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 05/03/2022

ITEM NO: 3

DATE: April 25, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Appoint Vice Mayor Ristow to the Senior Service Committee to Replace Mayor Rennie

RECOMMENDATION:

Appoint Vice Mayor Ristow to the Senior Service Committee to replace Mayor Rennie.

REMARKS:

In 2021, the Town Council created a Senior Service Committee to coordinate the preparation of a road map to guide the future provision of senior services in Los Gatos. Based on the Committee's enabling resolution, the Committee consists of two Council members, and representatives from the Town's Community Health and Senior Services Commission, Chamber of Commerce, service clubs, service providers, and other specified groups.

Every December, the Mayor recommends appointments of Council Members to Town Committees and the Council acts on those recommendations.

The Mayor has served on the Senior Service Committee since its inception. Given his Mayoral responsibilities and service on other agency boards, the Mayor has offered this opportunity to the Vice Mayor. Vice Mayor Ristow is interested and available to join this Committee. For these reasons, Vice Mayor Ristow is recommended as the Mayor's replacement.

FISCAL IMPACT:

There is no fiscal impact associated with the change in the composition of the Senior Committee.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Reviewed by: Town Manager, Assistant Town Manager, and Town Attorney



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 05/03/2022

ITEM NO: 4

DATE: April 21, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt an Ordinance Amending Chapter 15 (Motor Vehicles and Traffic), Article I and Article IV, Division I of the Town Code Regarding Parking Meter Zones

RECOMMENDATION:

Adopt an Ordinance that was introduced at the Town Council meeting of April 19, 2022, amending Chapter 15 (Motor Vehicles and Traffic), Article I and Article IV, Division I of the Town Code regarding Parking Meter Zones.

BACKGROUND:

On April 19, 2022, the Town Council voted 5-0 to approve an amendment to Article I and Article IV, Division I of Chapter 15 of the Los Gatos Town Code regulating Motor Vehicles and Traffic to include Parking Meter Zones.

CONCLUSION:

Staff recommends that the Town Council adopt an Ordinance, by title only, amending Article I and Article IV, Division I of Chapter 15 of the Los Gatos Town Code regulating Motor Vehicles and Traffic to include Parking Meter Zones.

COORDINATION:

This report was coordinated with the Parks and Public Works Department and the Office of Economic Vitality.

PREPARED BY: Greg Borromeo and Jim Renelle
Sergeant Parking Program Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Police Chief, and Finance Director

PAGE 2 OF 2

SUBJECT: Adopt an Ordinance Amending Chapter 15 (Motor Vehicles and Traffic), Article I and Article IV, Division I of the Town Code Regarding Parking Meter Zones.

DATE: April 21, 2022

FISCAL IMPACT:

As with any municipal ordinance change or revision, the Town will incur Municode system costs to incorporate the modifications into the online and hardcopy versions of the Los Gatos Town Code. These expected expenditures are budgeted annually.

ENVIRONMENTAL ASSESSMENT:

This is not a project as defined under CEQA, and no further action is required.

Attachments:

1. Draft Ordinance - Parking Meter Zones

DRAFT ORDINANCE

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS TO AMEND CHAPTER 15 RELATING TO MOTOR VEHICLES AND TRAFFIC TO INCLUDE PAY-TO-STAY PARKING METER ZONES AND AMENDING SECTIONS CONFLICTING WITH ORDINANCE DEFINITIONS AND REQUIREMENTS

WHEREAS, on December 17, 2019, the Town Council received the 2019 Parking Study Roadmap with recommendations to improve parking space utilization in Downtown.

WHEREAS, on January 26, 2021, the Town Council adopted the Parking Roadmap Phase I which included establishment of a Park Once philosophy and a Pay-to-Stay policy after the initial free parking period.

WHEREAS, California Vehicle Code section 22508(a) states a local authority shall not establish parking meter zones or fix the rate of fees for those zones except by ordinance. The rate of fee may be variable, based upon criteria identified by the local authority in the ordinance. An ordinance establishing a parking meter zone shall describe the area that would be included in the zone.

WHEREAS, California Vehicle Code section 22508(e) states a local authority may accept but shall not require payment of parking meter fees by a mobile device.

WHEREAS, existing language within Chapter 15 of the Town Code requires updating to correspond with establishment a Parking Meter Zones ordinance.

NOW, THEREFORE, THE PEOPLE OF THE TOWN OF LOS GATOS AND THE TOWN COUNCIL DO HEREBY ORDAIN AS FOLLOWS:

Chapter 15 of the Town Code shall be modified to reflect the changes identified in Exhibit A; and

The following code sections shall be added to Chapter 15 of the Town Code:

SECTION I

The Council finds and declares that the 2019 Parking Study Parking Roadmap recommendations have been identified and adopted for implementation. The Council further finds that to improve parking availability for the visiting public, parking space utilization needs to be managed. The Council further finds that parking spaces can be effectively managed by controlling space utilization using time limits and fees. Accordingly, the Council finds that a Parking Meter Zones ordinance is warranted to achieve effective parking space management.

SECTION II

Chapter 15 Article I and Article IV of the Los Gatos Town Code is hereby amended to add sections related to Parking Meter Zones. Sections added to Chapter 15 are as follows:

ARTICLE I. – IN GENERAL

Sec. 15.10.010 – Definitions

Downtown Parking Meter Zone.

Downtown Parking Meter Zone refers to all parking spaces located on-street and in any off-street parking facility owned or operated by the Town located within the geographic borders of Los Gatos-Saratoga Road to the north, Tait Avenue to the west, Highway 17 to the east and south. This zone shall also include East Main Street from Highway 17 to Los Gatos Boulevard and within 1 block of all intersecting streets.

Parking Meter.

Parking meter is any device that accepts payment for use of parking spaces. Such devices include, but are not limited to, parking meters, pay-by-space devices, pay-by-plate devices, pay-on-foot devices, pay-and-display devices and any software application that processes payments from a mobile computer device such as a mobile phone for the purpose of controlling the period of time a parking space is occupied by any motorized vehicle.

Pay-to-Stay Zone.

Pay-to-Stay refers to an area where all parking spaces require the payment of a fee to continue parking a motorized vehicle beyond the initial posted free parking period.

ARTICLE IV. – STOPPING, STANDING AND PARKING

DIVISION I. - GENERALLY

Sec. 15.40.087 Establishment of Pay-To-Stay Parking Meter Zones

The Downtown Parking Meter Zone is established as a parking meter zone or pay-to-stay zone. The Director of Parks and Public Works is authorized to direct the installation of parking meters in those streets or parts of streets or in any off-street parking facility owned or operated by the Town within the Downtown Parking Meter Zone where it is determined on the basis of an engineering and traffic investigation that the installation of parking meters will be necessary to regulate parking.

- (a) The rate of parking fees for the use of a metered or pay-to-stay parking space in the Downtown Parking Meter Zone shall be between zero dollars (\$0.00) and five dollars (\$5.00) per hour.
- (b) Failure to observe the restrictions imposed or failure to pay the amount so required shall be a violation of this chapter.

(c) Time of Operation

Where parking meters are installed pursuant to this article, the parking of vehicles shall be regulated during such hours and on such days as established by Town Council resolution. Time of operation shall be in effect only after appropriate signs or markings are in place giving notice or through information provided by the parking meter.

(d) Deposit of Fees

The operator of a motorized vehicle who stops, leaves standing or parks a vehicle in a parking space in the Downtown Parking Meter Zone shall immediately thereupon deposit fees in an adjacent or nearby parking meter. The operator of a motorized vehicle, after making a proper deposit of fees, shall set into operation the timing mechanism of the parking meter. Parking fees may be deposited with United States Treasury coins and currency, credit cards or electronic bank debit. No person shall deposit or cause to be deposited in any parking meter any defaced or bent coin, or any slug, metallic device, any forged or defaced bill or other substitute of US coin or currency. No person shall deposit or cause to deposit any fraudulent credit or electronic bank debit card information.

(e) Parking After Time Has Expired

It shall be a violation of this chapter for the operator of a motorized vehicle to permit such vehicle to remain stopped, standing or parked in any parking spaces after the initial free parking period has ended and the pay-to-stay parking period has expired other than such time necessary to operate the parking meter immediately after the initial parking of the vehicle.

(f) Prima Facie Presumption

The stopping, standing or parking of a motorized vehicle in a space in which the parking meter indicates by display or signal that time has expired shall constitute a prima facie presumption that the vehicle has been parked or allowed to stand longer than the period permitted by this article.

(g) Damaging, Destroying, Defacing, A Parking Meter

It shall be unlawful for any person to deface, injure, tamper with, open without authorization, willfully break, destroy or impair the usefulness of any parking meter.

(h) Periodic Adjustment of Parking Meter Rates

The Town Council hereby adopts the following process for adjusting the Downtown Parking Meter Zone meter rates to manage the use and occupancy of the parking spaces for the public benefit in all parking areas within the Downtown Parking Meter Zone. To achieve the goal of managing the supply of parking and to make it reasonably available when and where needed, a target range of 80%-95% occupancy is established for on-street and off-street parking with an initial starting rate of 85%. The Town Manager or their designee may adjust the target rate of occupancy based on survey data collected annually.

On at least an annual basis, the Town Manager or their designee shall survey the occupancy of all parking areas (on and off-street) in the Downtown Parking Meter Zone. To achieve the set occupancy rate, the Town Manager may raise or lower the parking meter rates within the Downtown Parking Meter Zone in increments of no more than one dollar (\$1.00) per hour within the rate range set forth within this article. The

adjustments to the rates made pursuant to this section will become effective upon the programming of the parking meters for that rate and the proper posting of the rate. The current schedule of parking meter rates will be available at the Town Clerk's Office and on the Town's webpage. The Town Manager may also create incentive programs to encourage certain categories of parkers to use other areas of parking freeing the most convenient spaces for business customers.

(i) Preferential Residential Parking Permit Areas Exempted

Preferential residential parking permit areas located within the boundaries of the Downtown Parking Meter Zone are exempt from the provisions of this section and parking meters will not be installed in these areas.

(j) Specialized Parking Management Programs

The Town may adopt specialized parking management programs to meet the needs of the parking program which may include but is not limited to a Merchant Parking Validation Program.

(k) Use of Revenue

All parking meter revenues collected pursuant to the provisions of this chapter shall be deposited into a designated parking fund. All funds shall be used solely to support activities benefiting the Downtown Parking Meter Zone. The specific authorized uses of revenues shall be as follows:

- 1) For the purchasing, leasing, installing, repairing, maintaining, operating, removing, regulating and enforcement of the parking meters in the Downtown Parking Meter Zone.
- 2) For the purchasing, leasing, installing, repairing, maintaining, operating and removing of vehicle occupancy counting equipment, wayfinding equipment and signage for vehicles and pedestrians along with the supporting infrastructure in the Downtown Parking Meter Zone.
- 3) For the purchasing, leasing, acquiring, improving, operating and maintaining on and off-street parking facilities in the Downtown Parking Meter Zone.
- 4) For transportation and parking planning, marketing and education programs related to the Downtown Parking Meter Zone.
- 5) For public safety technologies directly related to the safety and security of the public within the Downtown Parking Meter Zone.
- 6) For purchasing, leasing, acquiring, maintaining and operating a courtesy shuttle primarily operating in the Downtown Parking Meter Zone.
- 7) For the purchasing, leasing, acquiring, installing, maintaining additional traffic safety and traffic control devices within the Downtown Parking Meter Zone.
- 8) For supporting bicycle masterplan, pedestrian masterplan and other alternative transportation modes that directly impact traffic and parking congestion in the Downtown Parking Meter Zone.

SECTION III

4 of 6

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this ordinance. The Town Council of the Town of Los Gatos hereby declares that it would have passed this ordinance and each section or subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid. Except as expressly modified in this Ordinance, all other sections set forth in the Los Gatos Town Code shall remain unchanged and shall be in full force and effect.

SECTION IV

The Town Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the Town of Los Gatos and to cause publication once in the Los Gatos Weekly, the official publication of legal notices of the Town of Los Gatos, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 19th day of April 2022 and adopted by the following vote as an ordinance of the Town of Los Gatos at a regular meeting of the Town Council of the Town of Los Gatos on the ____ day of ____ 2022 . This ordinance takes effect 30 days after it is adopted. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the Town Council and a certified copy shall be posted in the office of the Town Clerk, pursuant to GC 36933(c)(1).

Attachment Exhibit A - Amendment to Chapter 15 (Motor Vehicles and Traffic), Article I and Article IV, Division I of the Town Code.

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

AMENDMENT TO CHAPTER 15 – MOTOR VEHICLES AND TRAFFIC

CHAPTER 15

ARTICLE I. – IN GENERAL

Parking Definitions:

Sec. 15.10.010 (Add to existing definitions in Article I)

Downtown Parking Meter Zone.

Downtown Parking Meter Zone refers to all parking spaces located on-street and in any off-street parking facility owned or operated by the Town located within the geographic borders of Los Gatos-Saratoga Road to the north, Tait Avenue to the west, Highway 17 to the east and south. This zone shall also include East Main Street from Highway 17 to Los Gatos Boulevard and within 1 block of all intersecting streets.

Parking Meter.

Parking meter is any device that accepts payment for use of parking spaces. Such devices include, but are not limited to, parking meters, pay-by-space devices, pay-by-plate devices, pay-on-foot devices, pay-and-display devices and any software application that processes payments from a mobile computer device such as a mobile phone for the purpose of controlling the period of time a parking space is occupied by any motorized vehicle.

Pay-to-Stay Zone.

Pay-to-Stay refers to an area where all parking spaces require the payment of a fee to continue parking a motorized vehicle beyond the initial posted free parking period.

ARTICLE IV. – STOPPING, STANDING AND PARKING

DIVISION I - GENERALLY

Parking Code Changes or Additions:

Sec. 15.40.087 *Establishment of Pay-To-Stay Parking Meter Zones*

- (a) The Downtown Parking Meter Zone is established as a parking meter zone or pay-to-stay zone. The Director of Parks and Public Works is authorized to direct the installation of parking meters in those streets or parts of streets or in any off-street parking facility owned or operated by the Town within the Downtown Parking Meter Zone where it is determined on the basis of an engineering and traffic investigation that the installation of parking meters will be necessary to regulate parking.

(b) The rate of parking fees for the use of a metered or pay-to-stay parking space in the Downtown Parking Meter Zone shall be between zero dollars (\$0.00) and five dollars (\$5.00) per hour.

(c) Failure to observe the restrictions imposed or failure to pay the amount so required shall be a violation of this chapter

(d) Time of Operation

Where parking meters are installed pursuant to this article, the parking of vehicles shall be regulated during such hours and on such days as established by Town Council resolution. Time of operation shall be in effect only after appropriate signs or markings are in place giving notice or through information provided by the parking meter.

(e) Deposit of Fees

The operator of a motorized vehicle who stops, leaves standing or parks a vehicle in a parking space in the Downtown Parking Meter Zone shall immediately thereupon deposit fees in an adjacent or nearby parking meter. The operator of a motorized vehicle, after making a proper deposit of fees, shall set into operation the timing mechanism of the parking meter. Parking fees may be deposited with United States Treasury coins and currency, credit cards or electronic bank debit. No person shall deposit or cause to be deposited in any parking meter any defaced or bent coin, or any slug, metallic device, any forged or defaced bill or other substitute of US coin or currency. No person shall deposit or cause to deposit any fraudulent credit or electronic bank debit card information.

(f) Parking After Time Has Expired

It shall be a violation of this chapter for the operator of a motorized vehicle to permit such vehicle to remain stopped, standing or parked in any parking spaces after the initial free parking period has ended and the pay-to-stay parking period has expired other than such time necessary to operate the parking meter immediately after the initial parking of the vehicle.

(g) Prima Facie Presumption

The stopping, standing or parking of a motorized vehicle in a space in which the parking meter indicates by display or signal that time has expired shall constitute a prima facie presumption that the vehicle has been parked or allowed to stand longer than the period permitted by this article.

(h) Damaging, Destroying, Defacing,... A Parking Meter

It shall be unlawful for any person to deface, injure, tamper with, open without authorization, willfully break, destroy or impair the usefulness of any parking meter.

(i) Periodic Adjustment of Parking Meter Rates

The Town Council hereby adopts the following process for adjusting the Downtown Parking Meter Zone meter rates to manage the use and occupancy of the parking spaces for the public benefit in all parking areas within the Downtown Parking Meter Zone.

To achieve the goal of managing the supply of parking and to make it reasonably available when and where needed, a target range of 80%-95% occupancy is established for on-street and off-street parking with an initial starting rate of 85%. The Town Manager or their designee may adjust the target rate of occupancy based on survey data collected annually.

On at least an annual basis, the Town Manager or their designee shall survey the occupancy of all parking areas (on and off-street) in the Downtown Parking Meter Zone. To achieve the set occupancy rate, the Town Manager may raise or lower the parking meter rates within the Downtown Parking Meter Zone in increments of no more than one dollar (\$1.00) per hour within the rate range set forth within this article. The adjustments to the rates made pursuant to this section will become effective upon the programming of the parking meters for that rate and the proper posting of the rate. The current schedule of parking meter rates will be available at the Town Clerk's Office and on the Town's webpage. The Town Manager may also create incentive programs to encourage certain categories of parkers to use other areas of parking freeing the most convenient spaces for business customers.

(j) Preferential Residential Parking Permit Areas Exempted

Preferential residential parking permit areas located within the boundaries of the Downtown Parking Meter Zone are exempt from the provisions of this section and parking meters will not be installed in these areas.

(k) Specialized Parking Management Programs

The Town may adopt specialized parking management programs to meet the needs of the parking program which may include but is not limited to a Merchant Parking Validation Program.

(l) Use of Revenue

All parking meter revenues collected pursuant to the provisions of this chapter shall be deposited into a designated parking fund. All funds shall be used solely to support activities benefiting the Downtown Parking Meter Zone. The specific authorized uses of revenues shall be as follows:

- 1) For the purchasing, leasing, installing, repairing, maintaining, operating, removing, regulating and enforcement of the parking meters in the Downtown Parking Meter Zone.
- 2) For the purchasing, leasing, installing, repairing, maintaining, operating and removing of vehicle occupancy counting equipment, wayfinding equipment and signage for vehicles and pedestrians along with the supporting infrastructure in the Downtown Parking Meter Zone.
- 3) For the purchasing, leasing, acquiring, improving, operating and maintaining on and off-street parking facilities in the Downtown Parking Meter Zone.

- 4) For transportation and parking planning, marketing and education programs related to the Downtown Parking Meter Zone.
- 5) For public safety technologies directly related to the safety and security of the public within the Downtown Parking Meter Zone.
- 6) For purchasing, leasing, acquiring, maintaining and operating a courtesy shuttle primarily operating in the Downtown Parking Meter Zone.
- 7) For the purchasing, leasing, acquiring, installing, maintaining additional traffic safety and traffic control devices within the Downtown Parking Meter Zone.
- 8) For supporting bicycle masterplan, pedestrian masterplan and other alternative transportation modes that directly impact traffic and parking congestion in the Downtown Parking Meter Zone.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 05/03/2022

ITEM NO: 5

DATE: April 26, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt an Ordinance Amending Chapter 18, Article III, Entitled Minors and Related to Social Host Liability for Parties at Which Underage Drinking and Drug Use Occurs

RECOMMENDATION:

Adopt an Ordinance that was introduced at the Town Council meeting of April 19, 2022 amending Chapter 18, Article III, Entitled Minors and Related to Social Host Liability for Parties at Which Underage Drinking and Drug Use Occurs.

DISCUSSION:

At its April 19, 2022 meeting, the Town Council voted 5-0 to approve amending the Los Gatos Town Code Chapter 18, Article III, Entitled Minors and Related to Social Host Liability for Parties at Which Underage Drinking and Drug Use Occurs.

Staff recommends that Council adopt an Ordinance amending the Los Gatos Town Code to expand and hold adults responsible for underage use of intoxicants (alcohol, controlled substances and/or cannabis) in their households whether or not the adults are present.

COORDINATION:

This report was coordinated with the Town Attorney's Office and the Town Manager's Office.

PREPARED BY: Shelley Neis
Town Clerk

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

PAGE 2 OF 2

SUBJECT: Adopt an Ordinance to Town Code Chapter 18, Article III, Entitled Minors and
Related to Social Host Liability for Parties at Which Underage Drinking and Drug
Use Occurs

DATE: April 26, 2022

FISCAL IMPACT:

As with any Ordinance change, the Town does incur costs with Municode to incorporate the modifications to the online and hardcopy versions of the Code. These expected expenditures are budgeted annually.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. Draft Ordinance

ORDINANCE

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AMENDING CHAPTER 18 ARTICLE III, MINORS RELATED TO SOCIAL HOST LIABILITY FOR PARTIES AT WHICH UNDERAGE DRINKING AND DRUG USE OCCURS

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AS FOLLOWS:

SECTION 1 : Chapter 18 Title III of the Los Gatos Town Code is hereby amended and restated as follows:

CHAPTER 18.10 SOCIAL HOST ORDINANCE

18.30.010	Findings and Purpose
18.30.015	Definitions
18.30.020	Duty of the Social Host
18.30.025	Prohibition of Underage Gatherings on Private and Public Property
18.30.030	Hosting by Juvenile
18.30.035	Exemption
18.30.040	Penalties for Violations
18.30.042	Recovery of Response Costs
18.30.045	No Mandatory Duty of Care

18.30.010 Findings and Purpose.

The Town Council of the Town of Los Gatos does hereby find that:

1. The occurrence of underage social gatherings, defined in this ordinance as a gathering of two or more underage persons on private or public property where intoxicants are consumed by underage persons, is harmful to such persons and a threat to public welfare, health, and safety. The Surgeon General's Call to Action (2007) is hereby incorporated by reference, to further establish the health, safety and public welfare concerns that exist with underage drinking or cannabis use.
2. Reliable research indicates that underage consumption of intoxicants is a contributing factor in the three leading causes of teenage deaths: 1) unintentional injury, 2) homicide and 3) suicide. Underage drinking is associated with alcohol abuse and a negative impact on the developing brain of youth. Likewise, consumption of intoxicants is associated with violent crimes including sexual offenses, DUI, and alcohol-related traffic deaths. Underage drinking is a common factor in public disturbances, vandalism, and physical altercations, all of which may require intervention by local law enforcement.

3. Research has identified easy access to intoxicants and permissive attitudes as two key factors that contribute to underage drinking, cannabis, or other drug use.
4. Local, state and national studies have established that underage youth most commonly procure intoxicants from social sources (parties, friends, homes) and others who purchase it for them.
5. Underage social gatherings frequently occur on private or public property where adults who own or control the property have failed to ensure that alcoholic beverages, cannabis, or other intoxicating products are neither served to, nor consumed by underage persons. Furthermore, there are times when parents or other adults are present at the social gathering who condone the underage drinking, cannabis, or controlled substance use and provide the alcohol, cannabis, or controlled substance products.
6. Problems associated with underage social gatherings on private or public property are difficult to prevent and deter unless the Los Gatos Police Department has the legal authority to direct the social host to disperse the gathering and to cite the social host.
7. Law enforcement personnel have in the past been required to respond to underage social gatherings on private and public property where intoxicants are provided to and consumed by underage persons. Such calls for service can result in a disproportionate expenditure of public safety resources and delay official responses to other calls.
8. The Town Council of the Town of Los Gatos, pursuant to the Town's police powers under Article XI, sections 3 and 5 of the California Constitution, has the authority to enact and enforce laws that promote the public health, safety and general welfare of its residents.
9. An ordinance that imposes liability with penalties on social hosts is necessary to deter and prevent such gatherings. Social hosts or anyone who organizes, supervises, aids, conducts, permits, or controls the underage social gathering need not be present at such gathering to incur liability under this ordinance.
10. The purposes of this ordinance are to:
 - a) protect the public health, safety, and welfare by deterring the service to and consumption of alcoholic beverages or cannabis products by underage persons; and
 - b) reduce the cost to the public of providing police response services. These purposes are achieved by issuing a criminal citation which requires the social host to pay a fine and fees for the actual costs incurred by the Town; and

The Town Council, therefore, finds that underage social gatherings held on private or public property are a threat to the public peace, health, safety and general welfare, and a public nuisance as they affect the entire Los Gatos community as well as the neighborhoods in which they occur.

18.30.015 Definitions.

For the purposes of this chapter, the following definitions apply:

(a) "Alcohol." The definition of "alcohol" in Section 23003 of the California Business & Professions Code, as amended from time to time, shall apply to this chapter. As of the introduction of this chapter, section 23003 defines "alcohol" to mean "ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced."

(b) "Alcoholic beverage." The definition of "alcoholic beverage" in Section 23004 of the California Business & Professions Code, as amended from time to time, shall apply to this chapter. As of the introduction of this chapter, section 23004 defines "alcoholic beverage" to mean alcohol, spirits, liquor, wine, beer that contains one-half of one percent or more alcohol by volume and that is fit for beverage purposes either alone or when diluted, mixed or combined with other substances."

(c) "Cannabis" means all parts of the plant Cannabis Sativa Linnaeus, Cannabis Indica, or Cannabis Ruderalis, or any other strain or varietal of the genus Cannabis that may exist or hereafter be discovered or developed that has psychoactive or medicinal purposes. "Cannabis" also means marijuana as defined by section 11018 of the Health and Safety Code, and amended by the California Control, Regulate, and Tax Adult use of Marijuana Initiative, and as defined by other applicable state laws. "Cannabis" does not mean "industrial hemp" as defined by section 11018.S of the Health and Safety Code. Cannabis is classified as an agricultural product separately from other agricultural crops.

(d) "Cannabis Product" means cannabis or a cannabis product, respectfully, intended to be sold for either medical or adult use.

(e) "Controlled Substance" means a drug or substance whose possession and use are regulated under the California Controlled Substances Act (Health & Safety Code Section 11000 et seq.). Such term does not include any drug or substance for which the individual found to have consumed or possessed such substance has a valid prescription issued by a licensed medical practitioner authorized to issue such a prescription, or in the case of medical cannabis, a recommendation for medical marijuana from an approved provider, or a State of California medical identification card.

(f) "Intoxicants" means alcohol, controlled substances and/or cannabis as defined herein.

(g) "Juvenile" means any person under eighteen years of age.

(h) "Private or public property" means any location such as a residence and adjoining property, an apartment, condominium, hotel or motel room, or other dwelling unit, or a hall or meeting room, park, or any other place of assembly, public or private, whether occupied on a

temporary or permanent basis, whether occupied as a dwelling or specifically for a party or other social function or used with or without permission or compensation.

(i) "Response costs" means the costs associated with responses by law enforcement to underage social gatherings including but not limited to:

(1) salaries and benefits of law enforcement personnel for the amount of time spent responding to, remaining at, or otherwise dealing with unruly or underage gatherings

(2) the cost of any medical treatment to or for any law enforcement personnel injured responding to, remaining at or leaving the scene of an underage social gathering;

(3) the cost of repairing any Town equipment or property damage, and the cost of the use of any such equipment, in responding to, remaining at or leaving the scene of an underage social gathering; and

(4) any costs recoverable in accordance with California Civil Code section 1714.9.

(j) "Social Host" means any person or persons with a right of possession of private or public property at which an underage social gathering occurs, including, but not limited to the following:

(1) the owner of record as of the time of the underage social gathering or tenant or lessee of the property;

(2) any person who exercises control over the private or public property at the time of the underage social gathering;

(3) anyone who organizes, supervises, officiates, aids, conducts, allows, permits or controls the underage social gathering.

(4) A social host need not be present at such gathering to incur liability under this ordinance.

(k) "Town" means the Town of Los Gatos.

(l) "Underage social gathering" means a party or gathering of two or more persons held on private or public property in the Town where intoxicants are consumed by any underage person.

(m) "Underage person" means any person under twenty-one years of age.

18.30.020 Duty of Social Host.

It is the duty of the Social Host to take reasonable steps to prevent underage access to intoxicants on private and public property. Such steps include but are not limited to controlling the quantity of intoxicants; verifying the age of persons attending the gathering by inspecting drivers' licenses or other government-issued identification cards to ensure that underage persons do not consume intoxicants while at the gathering; and supervising the activities of underage persons at the gathering.

18.30.025 Prohibition of Underage Social Gatherings on Private and Public Property.

It is unlawful and a public nuisance for any person to knowingly host an underage social gathering on private or public property in the Town. For purposes of this chapter, a person knowingly hosts an underage social gathering whenever the social host is aware that an underage person has consumed intoxicants or reasonably should have been aware had the social host taken reasonable steps to prevent consumption of intoxicants by underage persons in accordance with Chapter

18.30.030. Hosting by Juvenile.

In the event that a juvenile hosts an underage social gathering at a residence or on other private or public property in the Town in violation of this chapter, the parents or guardians of that juvenile may be jointly and severally liable for any penalties and response costs imposed pursuant to this chapter.

18.30.035 Exemption.

This chapter does not apply to conduct involving the use of alcoholic beverages that is protected by Article I, Section 4 of the California Constitution.

18.30.040 Penalties for Violations.

(a) The enforcement officer, at his or her discretion, may immediately issue a citation for violation of this Chapter upon evidence of the violation. There is no requirement of a first warning in order for the enforcement officer to issue this citation.

(b) Administrative Fine: A first violation of this chapter shall result in a citation with a \$1,500 fine. A second violation and subsequent violations shall result in a citation with a \$3,000 fine.

(c) The enforcement officer shall give notice of a violation of this chapter by issuing a citation to any and all responsible persons identified by the chapter within 10 days of the violation. The citation shall also give notice of the right to request an administrative hearing to challenge the validity of the citation and the time for requesting that hearing.

(d) The administrative fine prescribed in this section is in addition to any cost recovery fee for public safety responses that may be assessed pursuant to section 18.30.040.

18.30.045 Recovery of Response Costs.

When the Police make an initial response to an underage social gathering on private or public property and a police officer issues a citation for violation of this chapter, the officer shall, in writing, inform any responsible person(s) at the property or location that:

- (a) An underage social gathering exists; and
- (b) The social host(s) will be charged for any response costs incurred for subsequent responses to the property for hosting an underage social gathering within a 12-month period.
- (c) This warning will be given to all social hosts at the time of the first response to an underage social gathering where a citation is issued for violation of this chapter.
- (d) Within 30 calendar days of the initial citation, a written warning will be delivered via certified mail to the owner of record of the involved property.
- (e) When a police officer responds to an underage social gathering at a residence or other private property within the Town within 12 months of a citation and warning given to social hosts at the same property, and such officer issues a second or subsequent citation pursuant to this chapter, all responsible persons shall be jointly and severally liable for the Town's response costs concerning such second or subsequent underage social gathering, but only to the extent that the identified social host(s) concerning the first citation at such property remain the social host(s) for the second or subsequent citation at such property.
- (f) The requirement of a first warning does not limit the ability of public safety personnel to issue a civil citation for the imposition of civil penalties for cost recovery on the same day that the warning is given if the warning does not end the serving, consumption of or possession of intoxicants by underage person(s) at any gathering. The cost recovery for public safety responses shall be separate and distinct from a citation and administrative fine for a violation described in section 18.30.035

18.30.047 No Mandatory Duty of Care.

This chapter is not intended to impose and shall not be construed or given effect in a manner that imposes upon the Town, or any officer, employee, agent, or representative of the Town, a mandatory duty of care toward persons or property within or without the Town limits, so as to provide a basis of civil liability for damages, except as may otherwise be imposed by law.

SECTION II. CEQA FINDINGS. This Ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly. This Ordinance is also exempt under

CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION III. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The Town Council of the Town of Los Gatos declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION IV. EFFECTIVE DATE AND PUBLICATION. This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 5th day of April 2022 and adopted by the following vote as an ordinance of the Town of Los Gatos at a regular meeting of the Town Council of the Town of Los Gatos on the 19th day of April 2022. This ordinance takes effect 30 days after it is adopted. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the Town Council and a certified copy shall be posted in the office of the Town Clerk, pursuant to GC 36933(c)(1).

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 3rd day of May 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 05/03/2022

ITEM NO: 6

DATE: April 26, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adoption of an Ordinance Amending Chapter 29 of the Los Gatos Town Code Regulating Tree Protection

RECOMMENDATION:

Adopt an Ordinance that was introduced at the Town Council meeting of April 19, 2022, amending Chapter 29 of the Los Gatos Town Code regulating tree protection.

DISCUSSION:

At its April 19, 2022 meeting, the Town Council voted 5-0 to approve amending the Los Gatos Town Code Chapter 29 regulating tree protection.

Staff recommends that Council adopt an Ordinance amending the Los Gatos Town Code to regulate the removal of trees within the Town to retain as many trees as possible consistent with the purpose of the Ordinance and the reasonable use of private property and also includes a penalty section for violations of the Tree Protection Ordinance.

COORDINATION:

This report was coordinated with the Town Attorney's Office and the Town Manager's Office.

FISCAL IMPACT:

As with any Ordinance change, the Town does incur costs with Municode to incorporate the modifications to the online and hardcopy versions of the Code. These expected expenditures are budgeted annually.

PREPARED BY: Shelley Neis
Town Clerk

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

PAGE 2 OF 2

SUBJECT: Adopt an Ordinance to Town Code Chapter 29 Regulating Tree Protection

DATE: April 26, 2022

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. Draft Ordinance

ORDINANCE

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AMENDING CHAPTER 29 OF THE LOS GATOS TOWN CODE REGULATING TREE PROTECTION

WHEREAS, Tree protection preservation is necessary for the health and welfare of the citizens of the Town of Los Gatos in order to provide cooling shade and beauty, increase property values, minimize spread of disease to healthy trees, conserve scenic beauty, prevent erosion of topsoil, protect against flood hazards, counteract pollutants in the air, and generally maintain the climatic and ecological balance of the area; and

WHEREAS, on June 2, 2015, the Town Council adopted Ordinance 2240, the Tree Protection Ordinance, to preserve and enhance the existing healthy tree canopies on individual residential properties as well as the overall neighborhood, in order to maintain the neighborhood character, while allowing flexibility for removal of existing trees that may be inappropriate for an area or causing damage; and

WHEREAS, in implementing the tree ordinance and processing tree removal permit applications, staff proposes minor revisions to the ordinance to provide clarity within the chapter related primarily to fines and penalties; and

WHEREAS, the The Town of Los Gatos Planning Commission held a public hearing on March 23, 2022 and recommended that the Tree Protection Ordinance be amended by the Town Council; and

WHEREAS, the Town Council held a public hearing on April 19, 2022 to consider the recommendation of the Planning Commission; and

WHEREAS, the Town Council finds it is in the public interest to reenact the Ordinance for the purpose of promoting the health, safety, and general welfare of the residents of Los Gatos, insofar as trees provide a wide variety of functions, values and benefits.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter 29, Article I, Division 2 consisting of Sections 29.10.0950 through 29.10.1045, entitled Tree Protection is hereby amended to read as follows:

ATTACHMENT 1

DIVISION 2. TREE PROTECTION

Sec. 29.10.0950. Intent.

This division is adopted because the Town of Los Gatos is forested by many native and non-native trees and contains individual trees of great beauty. The community of the Town benefit from preserving the scenic beauty of the Town, preventing erosion of topsoil, providing protection against flood hazards and risk of landslides, counteracting pollutants in the air, maintaining climatic balance, and decreasing wind velocities. It is the intent of this division to regulate the removal of trees within the Town in order to retain as many trees as possible consistent with the purpose of this section and the reasonable use of private property. While trees provide multiple benefits, it is also the intent of this division to acknowledge that a portion of the Town is located in a Very High Fire Hazard Severity Zone, as defined by the California Department of Forestry and Fire Protection (CAL FIRE) and the associated wildfire threat that exists for the community. It is the intent of this division to preserve as many protected trees as possible throughout the Town through staff review and the development review process. Special provisions regarding hillsides are included in section 29.10.0987 of this division in recognition of the unique biological and environmental differences between the hillside and non-hillside areas of the Town. This section does not supersede the provisions of Chapter 26 of this Code.

Sec. 29.10.0955. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section:

Building envelope means the area of a parcel (1) upon which, under applicable zoning regulations, a structure may be built outside of required setbacks without a variance; or (2) that is necessary for the construction of primary access to structures located on the parcel, where there exists no feasible means of access which would avoid protected trees. On single-family residential parcels, the portion of the parcel deemed to be the building envelope access shall not exceed ten (10) feet in width.

Certified or consulting arborist means an individual in the profession of arboriculture who, through experience, education, and related training, possesses the competence to provide a tree report, tree survey or supervise the care and maintenance of trees; and who is certified by the International Society of Arboriculture, a member of the American Society of Consulting Arborists or approved by the director.

Damage means any action undertaken intentionally or negligently which causes short-term or long-term injury, death, or disfigurement to a tree. This includes but is not limited to mechanical injury, cutting of roots or limbs, poisoning, over-watering, relocation or transplanting a tree, or trenching, grading, compaction, excavating, paving, or installing impervious surface within the root zone of a protected tree.

Dead tree means a tree that cannot be restored to good health and has at least one of the following characteristics:

- (1) Is completely devoid of life;
- (2) Has no leaves at a time when it should;
- (3) Exhibits no buds if dormant;
- (4) Is incapable of translocating food and water between leaves and roots; or
- (5) Has a high likelihood of imminent death in the opinion of the CityTown Arborist.

Destroy means to cause the premature decline of tree health or life as evaluated and determined by the Town Arborist.

Defensible Space means an area around the perimeter of a structure in which vegetation, debris, and other types of combustible fuels are treated, cleared, or reduced to slow the rate and intensity of potentially approaching wildfire or fire escaping from structures.

Development means any work upon any property in the Town which requires a subdivision, rezoning, planning permit, variance, use permit, building permit, demolition permit, grading permit or other Town approval or which involves survey work, story pole placement, excavation, landscaping, construction, etc., or clearing and grubbing within the dripline or any area that would affect a protected tree.

Diameter means measurement of the trunk diameter for the purpose of applying this section shall be made four and one-half (4.5) feet (fifty-four (54) inches) above natural grade. Measurement of multi-trunked trees shall be determined by the sum of all trunk diameters measured at four and one-half (4.5) feet (fifty-four (54) inches) above natural grade.

Director means the Director of Community Development or the Director's designated representative.

Dripline area means the area around the trunk of the tree extending out a distance ten (10) times the diameter of the trunk, or the perimeter of the tree canopy, whichever is greater.

Heritage tree means a tree or grouping of trees specifically designated by action of the Town Council, upon the recommendation of the Historic Preservation Commission, that possess exceptional aesthetic, biological, cultural, or historic value and is expected to have a continuing contribution to the community,

Hillside means all properties located within the area defined by the hillside area map as contained in the Town of Los Gatos Hillside Development Standards and Guidelines.

Large protected tree means any oak (*Quercus*), California buckeye (*Aesculus californica*), or Pacific madrone (*Arbutus menziesii*) which has a 24-inch or greater diameter (75-inch circumference); or any other species of tree with a 48-inch or greater diameter (150-inch circumference).

Mechanical injury means injury done to a tree either intentionally or negligently that leads to deviation from normal growth or a physical damage or death to the tree. Common causes of mechanical injury are landscape maintenance equipment, staking damage, vehicles, or vandalism.

Multi-trunk tree means a tree that has more than one (1) major supporting stem or trunk growing from a single root mass located at ground level or just above the trunk flare.

Native means any tree that is found in the immediate natural habitat. For instance, redwood trees are native to the Santa Cruz Mountains but they are not native to the oak woodlands and chaparral areas of Los Gatos.

Pollarding means a pruning technique where the ends of the branches of a tree are terminated with a heading cut to a predetermined length, and then resultant epicormic shoots that emerge from just below the heading cut are cut back on an annual basis, forming an enlarging "knob" or knuckle" at the end of the remaining branches over time. Pollarding should be done on small branches no more than two (2) inches in diameter and is only allowed without a permit on fruitless mulberry trees (*Morus alba*) or other species approved by the Town Arborist.

Protected tree means a tree regulated by the Town of Los Gatos as set forth in Section. 29.10.0960, Scope of protected trees.

Pruning means the selective removal of plant parts to meet specific goals and objectives, including but not limited to: safety and risk reduction; clearance; health maintenance; aesthetic improvement; growth control; and to enhance performance or function by developing and preserving tree structure and health. All pruning shall be in accordance with the current version of the International Society of Arboriculture Best Management Practices-Tree Pruning and ANSI A300-Part 1 Tree, Shrub and Other Woody Plant Management-Standard Practices, (Pruning).

Public nuisance, means any tree, shrub, plant or part thereof growing in, or overhanging, a public street or right-of-way, interfering with the use of any public street or public place in the Town, or tree which, in the opinion of the Director, endangers the life, health, safety, comfort or property of any persons using such public street, or in such public place, because of the tree's or shrub's location, condition of its limbs, roots or trunk, or because of its diseased condition, is hereby declared to be a public nuisance.

Public place means any road or street, or public school, or place of public assemblage, or real property, building, or other space or area which is open to public access, and which is under public control, or maintained at public expense, or which the Town or the County of Santa Clara, or the State of California, or the United States, as the case may be, owns some or all interest or which it leases.

Public street means all or any portion of territory within the Town set apart and designated for the use of the public as a thoroughfare for travel, including the sidewalks, curb and gutter.

Remove means any of the following: (1) Complete removal, such as cutting to the ground or extraction, of a protected tree or one of its multi-trunks; (2) Taking any action foreseeably leading to the death of a tree or permanent damage to its health; including but not limited to severe pruning, cutting, girdling, poisoning, overwatering, unauthorized relocation or ~~transportation-transplanting~~ of a tree, or trenching, excavating, altering the grade, or paving within the dripline area of a tree.

Severe pruning means topping or removal of foliage or significant scaffold limbs or large diameter branches so as to cause permanent damage and/or disfigurement of a tree, and/or which does not meet specific pruning goals and objectives as set forth in the current version of the International Society of Arboriculture Best Management Practices-Tree Pruning and ANSI A300-Part 1 Tree, Shrub and Other Woody Plant Management-Standard Practices, (Pruning). Severe Pruning shall also include pruning as described in section 29.10.1010(3) of this chapter.

Shrub means a bushy, woody plant, usually with several permanent stems, and usually not over fifteen (15) feet high at maturity.

Significant impact on a property from a tree means an unreasonable interference with the normal and intended use of the property. In determining whether there is a significant impact, the typical longevity of the subject tree species, the size of the tree relative to the property, and whether the condition can be corrected shall be considered. Normal maintenance, including but not limited to pruning not requiring a permit under this division, and leaf removal and minor damage to paving or fences shall not be considered when making a determination of significant impact.

Street tree means a tree in a public place, or along or within a public street or right-of-way.

Topping means the practice of cutting back large diameter branches of a tree, including but not limited to cutting of a central leader, to some predetermined lower height to reduce the overall height of the tree, where the remaining buds, stubs or lateral branches are not large enough to assume a terminal role.

Tree means a woody perennial plant characterized by having a main stem or trunk, or a multi stemmed trunk system with a more or less definitely formed crown, and is usually over ten (10) feet high at maturity.

Tree canopy replacement standard means a replacement tree formula to mitigate removal of a protected tree. The standard is based on measuring the widest distance across the canopy of a tree for the purpose of determining the mitigating size and number of replacement trees.

Tree protection zone (TPZ) means the area of a temporary fenced tree enclosure under the tree's dripline or as specified in a report prepared by a certified or consulting arborist. The TPZ is a restricted activity zone before and after construction where no soil disturbance is permitted unless approved and supervised by the certified or consulting arborist.

Tree Risk Rating means a categorization of risk based on an assessment of the likelihood of failure and impact and the consequences such failure and impact would have on life, property, utilities, or essential transportation systems. For purposes of this division, Tree Risk Rating shall be the rating of tree risk as provided for in the International Society of Arboriculture (ISA) Tree Risk Assessment Best Management Practices Tree Risk Rating Matrix, which categorizes risk as Extreme, High, Moderate or Low.

Tree value standard means the method of appraising a tree's value to a property using the Trunk Formula Method or Replacement Cost Method as described in the most recent edition of the Guide for Plant Appraisal published by the Council of Tree and Landscape Appraisers (CTLA)

and the Species Classification and Group Assignment by the Western Chapter of the International Society of Arboriculture (ISA).

Trunk means the primary structural woody part of the tree beginning at and including the trunk flare and extending up into the crown from which scaffold branches grow.

Trunk flare means the area at the base of the plant's trunk where it broadens to form roots and is the transition area between the root system and the trunk.

Sec. 29.10.0960. Scope of protected trees.

This division shall apply to every property owner and to every person, corporation, partnership, sole proprietorship or other entity responsible for removing, maintaining or protecting a tree. The trees protected by this division are:

- (1) All trees which have a twelve-inch or greater diameter (thirty-seven and one-half-inch circumference) of any trunk or in the case of multi-trunk trees, a total of eighteen inches or greater diameter (fifty-six and one-half-inch circumference) of the sum of all trunks, where such trees are located on developed residential property.
- (2) All trees which have an eight-inch or greater diameter (twenty-five-inch circumference) of any trunk or in the case of multi-trunk trees, a total of eight inches or greater diameter (twenty-five-inch circumference) of the sum of all trunks, where such trees are located on developed Hillside residential property.
- (3) All trees of the following species which have an eight-inch or greater diameter (twenty-five-inch circumference) located on developed residential property:
 - a. Blue Oak (*Quercus douglasii*);
 - b. Black Oak (*Quercus kelloggii*);
 - c. California Buckeye (*Aesculus californica*);
 - d. Pacific Madrone (*Arbutus menziesii*).
- (4) All trees which have a four-inch or greater diameter (twelve and one half-inch circumference) of any trunk, when removal relates to any review for which zoning approval or subdivision approval is required.
- (5) Any tree that existed at the time of a zoning approval or subdivision approval and was a specific subject of such approval or otherwise covered by subsection (6) of this section (e.g., landscape or site plans).
- (6) Any tree that was required by the Town to be planted or retained by the terms and conditions of a development application, building permit or subdivision approval in all zoning districts, tree removal permit or code enforcement action.
- (7) All trees, which have a four-inch or greater diameter (twelve and one half-inch circumference) of any trunk and are located on property other than developed residential property.

- (8) All publicly owned trees growing on Town lands, public places or in a public right-of-way easement, which have a four-inch or greater diameter (twelve and one-half-inch circumference) of any trunk.
- (9) A protected tree shall also include a stand of trees, the nature of which makes each dependent upon the other for the survival of the stand.
- (10) The following trees shall also be considered protected trees and shall be subject to the pruning permit requirements set forth in section 29.10.0982 and the public noticing procedures set forth in section 20.10.0994:
 - a. Heritage trees;
 - b. Large protected trees.

Sec. 29.10.0965. Prohibitions.

Except as provided in section 29.10.0970, it shall be unlawful:

- (1) To remove or cause to be removed any protected tree in the Town without first obtaining a permit pursuant to this chapter.
- (2) To prune, trim, cut off, or perform any work, on a single occasion or cumulatively, over a three-year period, affecting twenty-five (25) percent or more of any protected tree without first obtaining a permit pursuant to this chapter.
- (3) To prune, trim, or cut any branch or root greater than four (4) inches in diameter (twelve and one-half (12.5) inches in circumference) of a Heritage tree or large protected tree without first obtaining a permit pursuant to this chapter.
- (4) To conduct severe pruning as defined in section 29.10.0955 without first obtaining a permit pursuant to this chapter.
- (5) For any person or business entity engaged in the business of removing trees or tree care to perform work requiring a permit under this division without first obtaining a permit under this division. The permit shall be posted on-site at all times during the removal or permitted pruning of a tree and must be made available upon request from the Chief of Police, Code Compliance Officer, Director of Parks and Public Works Department, or their designee. After a second violation, the Los Gatos business license of the violating person or entity shall be suspended for a period of one (1) year.

Sec. 29.10.0970. Exceptions.

The following trees are excepted from the provisions of this division and may be removed or severely pruned without Town approval or issuance of a tree removal permit:

- (1) A fruit or nut tree that is less than eighteen (18) inches in diameter (fifty-seven-inch circumference).

- (2) Any of the following trees that are less than twenty-four (24) inches in diameter (seventy-five (75) inches in circumference):
 - a. Black Acacia (*Acacia melanoxylon*)
 - b. Tulip Tree (*Liriodendron tulipifera*)
 - c. Tree of Heaven (*Ailanthus altissima*)
 - d. Blue Gum Eucalyptus (*E. globulus*)
 - e. Red Gum Eucalyptus (*E. camaldulensis*)
 - f. Other Eucalyptus (*E. spp.*)-Hillsides only
 - g. Palm (except *Phoenix canariensis*)
 - h. Privet (*Ligustrum lucidum*)
- (3) Any removal or maintenance of a tree to conform with the implementation and maintenance of Defensible Space per Chapter 9 - Fire Prevention and Protection with the exception of any tree listed in subcategories (3) and (10) of Section 29.10.0960 - Scope of Protected Trees.

Sec. 29.10.0975. Emergency action.

A protected tree may be removed or severely pruned without a permit where it presents an imminent danger to life, property, utilities or essential transportation systems and a Tree Risk Rating of Extreme or High is present. In such event, the property owner or representative shall be responsible for the following:

- (1) Notify the Town Parks and Public Works Department during business hours or the Police Department after business hours and request authorization of the proposed emergency action, including removal or severe pruning.
- (2) Emergency action may be authorized by the Director, Town Manager, Parks and Public Works Director, Town Arborist or their designees, or a member of the police or fire department or other emergency personnel when the situation and conditions warrant immediate action to protect life or property and other Town officials are unavailable.
- (3) No later than seventy-two (72) hours after the emergency action has been taken the property owner shall submit photo documentation and written verification to the Town confirming the emergency condition and describing the action taken.

If the Director determines that the condition was not reasonably determined to have been an emergency requiring immediate action, the person responsible for removing or damaging the protected tree shall be subject to fines and penalties as set forth in section 29.10.1025.

Sec. 29.10.0980. Applications for a tree removal or severe pruning permit.

Applications for a protected tree removal or severe pruning permit for trees on private property shall be available from and filed with the Town as indicated on the application. Application submittals for the removal of trees on public property (street trees) are provided for in section 26.10.060 of the Town Code. Applications for tree removal or severe pruning on private property may be granted, denied or granted with conditions. Application submittals for removal or severe pruning of trees on private property shall include the following minimum information for staff review:

- (1) A completed tree removal application form, signed by the property owner.
- (2) A written explanation of why each tree(s) should be removed or pruned and how it meets the Town's Standards of Review.
- (3) Photograph(s) of the tree(s).
- (4) If required by the Director, a certified or consulting arborist's written assessment of the tree's disposition shall be provided for review by the Town. The report shall be signed by the arborist and include tree size (diameter, height, crown spread); location on the site; numbered on a site plan or arborists tree survey (if there is more than one (1) tree); condition of health; condition of structure; and if tree risk findings apply, a Tree Risk Assessment and Rating must be completed using the most recent version of the Tree Risk Assessment Best Management Practices or any successor document published by the International Society of Arboriculture. Other information, images, etc. may be included in the report.
- (5) If structural damage to a building, major landscape feature, or appurtenance, including utilities is the basis for the request, a report from a licensed architect or engineer may also be required in addition to an arborist report. This additional report shall describe what modifications to buildings, structures, improvements or utilities would be required to mitigate the damage(s) directly caused by the tree.
- (6) Payment of permit fee, as established by Town resolution.

Sec. 29.10.0982. Applications for heritage and large protected tree pruning permit.

A pruning permit is required where pruning of branches or roots greater than four (4) inches in diameter is proposed for any Heritage tree or large protected tree. Applications shall be available from and filed with the Town. Applications for pruning may be granted, denied or granted with conditions. Application submittals under this section shall include the following minimum information for staff review:

- (1) A completed pruning permit application, signed by the property owner.
- (2) A written description of the proposed pruning including the pruning objectives and pruning methods to be used consistent with International Society of Arboriculture Best Management Practices-Tree Pruning and ANSI A300-Part 1 Tree, Shrub and Other Woody Plant Management-Standard Practices, (Pruning).

- (3) Photographs of the tree indicating as best possible where pruning is to occur.
- (4) If required by the Director, a certified or consulting arborist's written report describing the proposed pruning.
- (5) If structural damage to a building, major landscape feature, or appurtenance, including utilities is the basis for the request, a report from a licensed architect or engineer may be required in addition to an arborist report. This additional report shall describe what modifications to buildings, structures, improvements or utilities would be required to mitigate the damages directly caused by the tree.
- (6) Payment of permit fee, as established by Town resolution.

Sec. 29.10.0985. Determination and conditions of permit.

The Director shall determine whether to grant a permit. The Director may consult with other Town departments or outside agencies at his/her discretion. When a development application for any zoning approval, or subdivision of land, including lot line adjustment, is under consideration by the Planning Commission, the determination on the tree removal permit shall be made concurrently by the Planning Commission with the related matter. The Director or the deciding body ~~shall~~ may impose, except when removal is permitted if the tree is dead or a Tree Risk Rating of Extreme or High is present, as a condition on which a protected tree removal permit is granted that two (2) or more replacement trees of a species and a size designated by the Director or designee, shall be planted in the following order of preference:

- (1) Two (2) or more replacement trees, of a species and size designated by the Director, shall be planted on the subject private property. Table 3-1, Tree Canopy-Replacement Standard shall be used as a basis for this requirement. The person requesting the permit shall pay the cost of purchasing and planting the replacement trees.
- (2) If a tree or trees cannot be reasonably planted on the subject property, an in-lieu payment in an amount set forth by the Town Council by resolution shall be paid to the Town Tree Replacement Fund to:
 - a. Add or replace trees on public property in the vicinity of the subject property; or
 - b. Add or replace trees or landscaping on other Town property; or
 - c. Support the Town's urban forestry management program.

Table 3-1 — Tree Canopy — Replacement Standard

Canopy Size of Removed Tree ¹	Replacement Requirement ^{2, 4}	Single Family Residential Replacement Option ^{3, 4}
10 feet or less	Two 24-inch box trees	Two 15-gallon trees
More than 10 feet to 25 feet	Three 24-inch box trees	Three 15-gallon trees

More than 25 feet to 40 feet	Four 24-inch box trees; or Two 36-inch box trees	Four 15-gallon trees
More than 40 feet to 55 feet	Six 24-inch box trees; or Three 36-inch box trees	Not Available
Greater than 55 feet	Ten 24-inch box trees; or Five 36-inch box trees	Not Available

Notes

- ¹ To measure an asymmetrical canopy of a tree, the widest measurement shall be used to determine canopy size.
- ² Often, it is not possible to replace a single large, older tree with an equivalent tree(s). In this case, the tree may be replaced with a combination of both the Tree Canopy Replacement Standard and in-lieu payment in an amount set forth by Town Council resolution paid to the Town Tree Replacement Fund.
- ³ Single Family Residential Replacement Option is available for developed single family residential lots under n thousand (10,000) square feet that are not subject to the Town's Hillside Development Standards and Guidelines. All fifteen-gallon trees must be planted on-site. Any in-lieu fees for single family residential shall be based on twenty-four-inch box tree rates as adopted by Town Council.
- ⁴ Replacement Trees shall be approved by the Town Arborist and shall be of a species suited to the available planting location, proximity to structures, overhead clearances, soil type, compatibility with surrounding canopy and other relevant factors. Replacement with native species shall be strongly encouraged but is required for Hillside properties, as per Sec. 29.10.0987, Special Provisions Hillside, with tree species per ~~Replacement requirements in the Hillside shall comply with the Hillside Development Standards and Guidelines Appendix A, and section 29.10.0987 Special Provisions—Hillside.~~

Sec. 29.10.0987. Special provisions-hillside

The Town of Los Gatos recognizes its hillside as an important natural resource and sensitive habitat which is also a key component of the Town's identity, character and charm. In order to maintain and encourage restoration of the hillside environment to its natural state, the Town has established the following special provisions for tree removal and replacement in the hillside:

- (1) All protected trees located thirty (30) or more feet from the primary residence that are removed shall be replaced with native trees listed in Appendix A Recommended Native Trees for Hillside Areas of the Town of Los Gatos Hillside Development Standards and Guidelines (HDS&G).
- (2) All protected trees located within thirty (30) feet of the primary residence that are removed shall be replaced as follows:

- (a) If the removed tree is a native tree listed in Appendix A of the HDS&G, it shall only be replaced with a native tree listed in Appendix A of the HDS&G.
 - (b) If the removed tree is not listed in Appendix A, it may be replaced with a tree listed in Appendix A, or replaced with another species of tree as approved by the Director.
 - (c) Replacement trees listed in Appendix A may be planted anywhere on the property.
 - (d) Replacement trees not listed in Appendix A may only be planted within thirty (30) feet of the primary residence.
- (3) Replacement requirements shall comply with the requirements in Table 3-1, Tree Canopy—Replacement Standard of this Code.
 - (4) Property owners should be encouraged to retain dead or declining trees where they do not pose a safety or fire hazard, in order to foster wildlife habitat and the natural renewal of the hillside environment.

Sec. 29.10.0990. Standards of review.

The Director or deciding body shall review each application for a tree removal permit required by this division using the following standards of review. The standards of review are intended to serve as criteria for evaluating tree removal requests and the basis upon which the Director or the deciding body will subsequently determine whether or not one (1) or more of the Required Findings listed in section 29.10.0992 can be made.

- (1) The condition of the tree or trees with respect to: (a) disease, (b) imminent danger of falling, (c) structural failure, (d) proximity to existing or proposed structures, (e) structural damage to a building, or (f) a public nuisance caused by a tree. The International Society of Arboriculture (ISA) Best Management Practices for Tree Risk Assessment shall be used where appropriate in determining a Tree Risk Rating.
- (2) The condition of the tree giving rise to the permit application cannot be reduced to a less than significant level by the reasonable application of preservation, preventative measures or routine maintenance.
- (3) The removal of the tree(s) will not result in a density of trees or tree cover that is inconsistent with the neighborhood.
- (4) The number of trees the particular parcel can adequately support according to good urban forestry practices, or whether a protected tree is a detriment to or crowding another protected tree.
- (5) In connection with a proposed subdivision of land into two (2) or more parcels, the removal of a protected tree is unavoidable due to restricted access to the property or deemed necessary to repair a geologic hazard (landslide, repairs, etc.).

- (6) Except for properties located within the hillsides, the retention of a protected tree would result in reduction of the otherwise-permissible building envelope by more than twenty-five (25) percent.
- (7) The Hillside Development Standards and Guidelines.
- (8) Removal of the protected tree(s) will not result in a substantial adverse change in the site's aesthetic and biological significance; the topography of the land and the effect of the removal of the tree on erosion, soil retention, or diversion or increased flow of surface waters.
- (9) Whether the Protected Tree has a significant impact on the property. Significant impact from a tree is defined in section 29.10.0955. Definitions.
- (10) The species, size (diameter, canopy, height), estimated age and location on the property of the protected tree.

Sec. 29.10.0992. Required findings.

The Director, Director's designee, or deciding body shall approve a protected tree removal permit, severe pruning permit, or pruning permit for Heritage trees or large protected trees only after making at least one (1) of the following findings:

- (1) The tree is dead, severely diseased, decayed or disfigured to such an extent that the tree is unable to recover or return to a healthy and structurally sound condition.
- (2) The tree has a tree risk rating of Extreme or High on the ISA Tree Risk Rating Matrix as set forth in the ISA Tree Risk Assessment Best Management Practices, or successor publication.
- (3) The tree is crowding other protected trees to the extent that removal or severe pruning is necessary to ensure the long-term viability of adjacent and more significant trees.
- (4) The retention of the tree restricts the economic enjoyment of the property or creates an unusual hardship for the property owner by severely limiting the use of the property in a manner not typically experienced by owners of similarly situated properties, and the applicant has demonstrated to the satisfaction of the Director or deciding body that there are no reasonable alternatives to preserve the tree.
- (5) The tree has, or will imminently, interfere with utility services where such interference cannot be controlled or remedied through reasonable modification, relocation or repair of the utility service or the pruning of the root or branch structure of the tree; or where removal or pruning is required by a public utility to comply with California Public Utility Commission (CPUC) or Federal Energy Regulatory Commission (FERC) rules or regulations.
- (6) The tree has caused or may imminently cause significant damage to an existing structure that cannot be controlled or remedied through reasonable modification of the root or branch structure of the tree.

- (7) Except for properties within the hillsides, the retention of the protected tree would result in reduction of the otherwise-permissible building envelope by more than twenty-five (25) percent.
- (8) The removal of the tree is unavoidable due to restricted access to the property.
- (9) The removal of the tree is necessary to repair a geologic hazard.
- (10) The removal of the tree and replacement with a more appropriate tree species will enhance the Town's urban forest.
- (11) The removal of the tree is necessary to conform with the implementation and maintenance of Defensible Space per Chapter 9 - Fire Prevention and Protection per direction by the Fire Chief or his/her designee.

Sec. 29.10.0994. Additional procedures for heritage and large protected tree removal or pruning permits.

- (1) These procedures are established for the review of Heritage tree and large protected tree removal or pruning permit applications where a permit is requested for a tree that is not dead, severely disfigured, profoundly diseased, or an Extreme or High Risk on the ISA Tree Risk Rating Matrix, and where findings (1) or (2) above cannot be made.
- (2) In addition to the fee and application materials required by section 29.10.0980 or section 29.10.0982, the applicant will be required to submit one (1) set of stamped, addressed envelopes for neighboring residents and property owners. The Planning Department will assist the applicant in determining the properties to be notified (all properties abutting the applicant's parcel, properties directly across the street and the two (2) parcels on each side of it).
- (3) The Director shall review the application using the Standards of Review set forth in section 29.10.0990 and the Required Findings set forth in section 29.10.0992.
- (4) If the Director intends to approve the application, a "Notice of Pending Issuance of Tree Removal or Pruning Permit" will be mailed to neighboring residents and property owners including any applicable conditions, and required tree replacement requirements. The notice will describe the proposed tree removal or pruning, and that the permit will be issued unless there is an objection. Any interested party shall have ten (10) days from the date of the "Notice of Pending Issuance of Tree Removal or Pruning Permit" to notify the Director in writing of any concerns or problems.
- (5) If a written objection is not filed within the ten-day period, the permit will be issued. If a written objection is filed and a resolution is found that meets all parties' concerns then the permit will also be issued.
- (6) If an objection is filed in a timely manner and a mutually acceptable resolution cannot be agreed upon with the Director within ten (10) days, the objecting party shall be so advised and shall be provided an additional five (5) days to file a formal appeal of the tree removal or pruning permit with the Town, which shall be scheduled for consideration by the

Planning Commission. All property owners and residents notified under section 29.10.0994(4) shall be notified of the Planning Commission meeting.

- (7) Trees removed illegally or damaged shall require the issuance of a retroactive tree removal permit. Once this retroactive permit is issued, and all conditions fulfilled, along with any assessed monetary penalties paid and replacement requirements completed, then any- Stop Work Order shall be removed.

Sec. 29.10.0995. Disclosure of information regarding existing trees.

- (a) Any application for a discretionary development approval, or for a building, grading or demolition permit where no discretionary development approval is required, shall be accompanied by a signed tree disclosure statement by the property owner or authorized agent which discloses whether any protected trees exist on the property which is the subject of the application, and describing each such tree, its species, size (diameter, canopy dripline area, height) and location. This requirement shall be met by including the following information on plans submitted in connection with the development application.
- (b) The location of all trees on the site and in the adjacent public right-of-way which are within thirty (30) feet of the area proposed for development, and trees located on adjacent property with canopies overhanging the project site, shall be shown on the plans, identified by species, size (diameter, canopy, dripline area, height), and location.
- (c) Within the dripline area or area that would affect a protected tree, the location of shrubs and other vegetation subject to development shall be shown on the plans.
- (d) The director may require submittal of such other information as is necessary to further the purposes of this division including but not limited to photographs.
- (e) Disclosure of information pursuant to this section shall not be required when the development for which the approval or permit is sought does not involve any change in building footprint nor any grading, trenching or paving.
- (f) Knowingly or negligently providing false or misleading information in response to this disclosure requirement shall constitute a violation of this division.

Sec. 29.10.1000. New property development.

- (a) A tree survey shall be conducted prior to submittal of any development application proposing the removal of or impact to one (1) or more protected trees. The development application shall include a Tree Survey Plan and Tree Preservation Report based on this survey. The tree survey inventory numbers shall correspond to a numbered metal tag placed on each tree on site during the tree survey. Tree survey inventory number tags in place from previous tree surveys, if easily visible, shall be retained and used in any new tree survey report. The tree survey plan shall be prepared by a certified or consulting arborist, and shall include the following information:
 - (1) Location of all existing trees on the property as described in section 29.10.0995;

- (2) Identify all trees that could potentially be affected by the project (directly or indirectly-immediately or in long term), such as upslope grading or compaction outside of the dripline;
 - (3) Notation of all trees classified as protected trees;
 - (4) In addition, for trees four (4) inches in diameter or larger, the plan shall specify the precise location of the trunk and crown spread, and the species, size (diameter, height, crown spread) and condition of the tree.
- (b) The tree survey plan shall be reviewed by the Town's consulting arborist who shall, after making a field visit to the property, indicate in writing or as shown on approved plans, which trees are recommended for preservation (based on a retention rating of high/moderate/low) using, as a minimum, the Standards of Review set forth in section 29.10.0990. This plan shall be made part of the staff report to the Town reviewing body upon its consideration of the application for new property development;
- (c) When development impacts are within the dripline of or will affect any protected tree, the applicant shall provide a tree preservation report prepared by a certified or consulting arborist. The report, based on the findings of the tree survey plan and other relevant information, shall be used to determine the health and structure of existing trees, the effects of the proposed development and vegetation removal upon the trees, recommendations for specific precautions necessary for their preservation during all phases of development (demolition, grading, during construction, landscaping); and shall also indicate which trees are proposed for removal. The tree preservation report shall stipulate a required tree protection zone (TPZ) for trees to be retained, including street trees, protected trees and trees whose canopies are hanging over the project site from adjacent properties. The TPZ shall be fenced as specified in section 29.10.1005:
- (1) The final approved tree preservation report shall be included in the building permit set of development plans and printed on a sheet titled: Tree Preservation Instructions (Sheet T-1). Sheet T-1 shall be referenced on all relevant sheets (civil, demolition, utility, landscape, irrigation) where tree impacts from improvements may be shown to occur;
 - (2) The Town reviewing body through its site and design plan review shall endeavor to protect all trees recommended for preservation by the Town's consulting arborist. The Town reviewing body may determine if any of the trees recommended for preservation should be removed, if based upon the evidence submitted the reviewing body determines that due to special site grading or other unusual characteristics associated with the property, the preservation of the tree(s) would significantly preclude feasible development of the property as described in section 29.10.0990;
 - (3) Approval of final site or landscape plans by the appropriate Town reviewing body shall comply with the following requirements and conditions of approval:
 - a. The applicant shall, within ninety (90) days of final approval or prior to issuance of a grading or building permit, whichever occurs first, secure an appraisal of the

condition and value of all trees included in the tree report affected by the development that are required to remain within the development using the Tree Value Standard methodology as set forth in this Chapter. The appraisal of each tree shall recognize the location of the tree in the proposed development. The appraisal shall be performed in accordance with the current edition of the Guide for Plant Appraisal published by the Council of Tree and Landscape Appraisers (CTLA) and the Species and Group Classification Guide published by the Western Chapter of the International Society of Arboriculture. The appraisal shall be performed at the applicant's expense, and the appraisal shall be subject to the Director's approval.

- b. The site or landscape plans shall indicate which trees are to be removed. However, the plans do not constitute approval to remove a tree until a separate permit is granted. The property owner or applicant shall obtain a protected tree removal permit, as outlined in section 29.10.0980, for each tree to be removed to satisfy the purpose of this division.
- (d) Prior to acceptance of proposed development or subdivision improvements, the developer shall submit to the Director a final tree preservation report prepared by a certified or consulting arborist. This report shall consider all trees that were to remain within the development. The report shall note the trees' health in relation to the initially reported condition of the trees and shall note any changes in the trees' numbers or physical conditions. The applicant, or their successors, will then be responsible for the removal or loss of any tree at any time during development that was not previously approved for removal. For protected trees, which were removed, the developer shall pay a penalty in the amount of the appraised value of such tree in addition to replacement requirements contained in section 29.10.0985 of this Code. The applicant shall remain responsible for the health and survival of all trees within the development for a period of five (5) years following acceptance of the public improvements of the development or certificate of occupancy.
- (e) Prior to issuance of any demolition, grading or building permit, the applicant or contractor shall submit to the Building Department a written statement and photographs verifying that the required tree protection fence is installed around street trees and protected trees in accordance with the tree preservation report.
- (f) If required by the Director and conditioned as part of a discretionary approval, a security guarantee shall be provided to the Town. Prior to the issuance of any permit allowing construction to begin, the applicant shall post cash, bond or other security satisfactory to the Director, in the penal sum of five thousand dollars (\$5,000.00) for each tree required to be preserved, or twenty-five thousand dollars (\$25,000.00), whichever is less. The cash, bond or other security shall be retained for a period of one (1) year following acceptance of the public improvements for the development and shall be forfeited in an amount equal to five thousand dollars (\$5,000.00) per tree as a civil penalty in the event that a tree or trees required to be preserved are removed, destroyed or severely damaged.

- (g) An applicant with a proposed development which requires underground utilities shall avoid the installation of said utilities within the dripline of existing trees whenever possible. In the event that this is unavoidable, all trenching shall be done using directional boring, air-spade excavation or by hand, taking extreme caution to avoid damage to the root structure. Work within the dripline of existing trees shall be supervised at all times by a certified or consulting arborist.
- (h) It shall be a violation of this division for any property owner or agent of the owner to fail to comply with any development approval condition concerning preservation, protection, and maintenance of any protected tree.

Sec. 29.10.1005. Protection of trees during construction.

- (a) Protective tree fencing shall specify the following:
 - (1) Size and materials. Six (6) foot high chain link fencing, mounted on two-inch diameter galvanized iron posts, shall be driven into the ground to a depth of at least two (2) feet at no more than ten-foot spacing. For paving area that will not be demolished and when stipulated in a tree preservation plan, posts may be supported by a concrete base.
 - (2) Area type to be fenced. Type I: Enclosure with chain link fencing of either the entire dripline area or at the tree protection zone (TPZ), when specified by a certified or consulting arborist. Type II: Enclosure for street trees located in a planter strip: chain link fence around the entire planter strip to the outer branches. Type III: Protection for a tree located in a small planter cutout only (such as downtown): orange plastic fencing shall be wrapped around the trunk from the ground to the first branch with two-inch wooden boards bound securely on the outside. Caution shall be used to avoid damaging any bark or branches.
 - (3) Duration of Type I, II, III fencing. Fencing shall be erected before demolition, grading or construction permits are issued and remain in place until the work is completed. Contractor shall first obtain the approval of the project arborist on record prior to removing a tree protection fence.
 - (4) Warning sign. Each tree fence shall have prominently displayed an eight and one-half-inch by eleven-inch sign stating: "Warning—Tree Protection Zone—This fence shall not be removed and is subject to penalty according to Town Code 29.10.1025."
- (b) All persons, shall comply with the following precautions:
 - (1) Prior to the commencement of construction, install the fence at the dripline, or tree protection zone (TPZ) when specified in an approved arborist report, around any tree and/or vegetation to be retained which could be affected by the construction and prohibit any storage of construction materials or other materials, equipment cleaning, or parking of vehicles within the TPZ. The dripline shall not be altered in any way so as to increase the encroachment of the construction.

- (2) Prohibit all construction activities within the TPZ, including but not limited to: excavation, grading, drainage and leveling within the dripline of the tree unless approved by the Director.
- (3) Prohibit disposal or depositing of oil, gasoline, chemicals or other harmful materials within the dripline of or in drainage channels, swales or areas that may lead to the dripline of a protected tree.
- (4) Prohibit the attachment of wires, signs or ropes to any protected tree.
- (5) Design utility services and irrigation lines to be located outside of the dripline when feasible.
- (6) Retain the services of a certified or consulting arborist who shall serve as the project arborist for periodic monitoring of the project site and the health of those trees to be preserved. The project arborist shall be present whenever activities occur which may pose a potential threat to the health of the trees to be preserved and shall document all site visits.
- (7) The Director and project arborist shall be notified of any damage that occurs to a protected tree during construction so that proper treatment may be administered.

(-Ord. No. 2240, § 1 (Exh. B), 6-2-15-)

Sec. 29.10.1010. Pruning and maintenance.

Tree pruning must not be done in a manner that is detrimental to the tree. Any action undertaken which intentionally or recklessly causes or tends to cause injury, death, or disfigurement to a tree is considered to be detrimental. Examples of actions which are detrimental to trees may include excessive cutting, poisoning, burning, over-watering, relocating, or transplanting a tree.

All tree pruning shall be in accordance with the current version of the International Society of Arboriculture Best Management Practices-Tree Pruning and ANSI A300-Part 1 Tree, Shrub and Other Woody Plant Management-Standard Practices, (Pruning) and any special conditions as determined by the Director. For developments, which require a tree preservation report, a certified or consulting arborist shall be in reasonable charge of all activities involving protected trees, including pruning, cabling and any other work if specified.

- (1) Any public utility installing or maintaining any overhead wires or underground pipes or conduits in the vicinity of a protected tree shall obtain written permission from the Director before performing any work, including pruning, which may cause injury to a protected tree (e.g. cable TV/fiber optic trenching, gas, water, sewer trench, etc.).
- (2) Pruning for clearance of utility lines and energized conductors shall be performed in compliance with the current version of the American National Standards Institute (ANSI) A300 (Part 1)-Pruning, Section 5.9 Utility Pruning. Using spikes or gaffs when pruning, except where no other alternative is available, is prohibited.

- (3) No person shall prune, trim, cut off, or perform any work, on a single occasion or cumulatively, over a three-year period, affecting twenty-five percent or more of the crown of any protected tree without first obtaining a permit pursuant to this division except for pollarding of fruitless mulberry trees (*Morus alba*) or other species approved by the Town Arborist. Applications for a pruning permit shall include photographs indicating where pruning is proposed.
- (4) No person shall remove any Heritage tree or large protected tree branch or root through pruning or other method greater than four (4) inches in diameter (twelve and one-half (12.5) inches in circumference) without first obtaining a permit pursuant to this division.

Sec. 29.10.1015. No limitation of authority.

Nothing in this division limits or modifies the existing authority of the Town under Division 29 of Title 29 (Zoning Regulations), Title 26 (Public Trees) or the Hillside Development Standards and Guidelines to require trees and other plants to be identified, retained, protected, and/or planted as conditions of the approval of development. In the event of conflict between provisions of this division and conditions of any permit or other approval granted pursuant to Chapter 29 or Chapter 26 of the Town Code or the Hillside Development Standards and Guidelines. The more protective requirements shall prevail.

Sec. 29.10.1020. Responsibility for enforcement.

The Town shall vigorously enforce the provisions of this Chapter. All officers and employees of the Town shall report violations of this division to the Director of Community Development. Whenever an Enforcement Officer as defined in section 1.30.015 of the Town Code determines that a violation of this Code has occurred, the Enforcement Officer shall have the authority to issue an administrative citation pursuant to the provisions of section 1.30.020 of the Town Code.

Whenever an Enforcement Officer charged with the enforcement of this Code determines that a violation of that provision has occurred, the Enforcement Officer shall have the authority to issue an administrative citation to any person responsible for the violation.

Sec. 29.10.1025. Enforcement—Remedies for violation.

In addition to all other remedies set forth in this code or otherwise provided by law, the following remedies shall be available to the Town for violation of this division. While these remedies can be levied against any person, property owner, firm or corporation who intentionally or negligently violates any of the provisions of this chapter or any permit issued pursuant to it, or who fails to comply with any condition of any discretionary permit which relates to protected tree preservation, it is not the Town's intention to pursue such remedies against homeowners who unintentionally have minor violations of this chapter. These remedies are reserved for those entities who should have knowledge of such regulations from previous

interactions or activity with the Town, such as information given during a previous or current application, and have nevertheless intentionally violated this chapter; -

(1) Tree removals in absence of or in anticipation of development.

a. If a violation occurs in the absence of or prior to proposed development, then discretionary applications and/or building permit applications will not be accepted or processed by the Town until the violation has been remedied to the reasonable satisfaction of the Director. Mitigation measures as determined by the Director may be imposed as a condition of any subsequent application approval or permit for development on the subject property. A mitigation plan shall include specific measures for the protection of any remaining trees on the property, and shall provide for the replacement of each hillside tree that was removed **or damaged** illegally with a new tree(s) in the same location(s) as those illegally removed **or damaged** tree(s). In-lieu fees shall not be an option for this violation. The replacement ratio shall be at a greater ratio than that required in accordance with the standards set forth in section 29.10.0985 of this division. If the court or the Director directs a replacement tree or trees to be planted as part of the remedy for the violation, the trees shall be permanently maintained in a good and healthy condition. The property owner shall execute a five-year written maintenance agreement with the Town. For those trees on public property, replacement is to be determined by the Director of Community Development or by the Director of Parks and Public Works.-

b. The second violation of any provisions in this division during the conduct by any person or business of a tree removal, landscaping, construction, or other business in the Town shall constitute grounds for a one (1) year suspension of any business license issued to such entity. The Town shall require the property owner to disclose the name and address of the violating business as a necessary condition for removal of any Stop Work Order issued by the Town.

(2) Pending development applications.

a. Incomplete applications will not be processed further until the violation has been remedied. If an application has been deemed complete, it may be denied by the Director or forwarded to the Planning Commission with a recommendation for denial at the Director's discretion. Mitigation measures as determined by the director may be imposed as a condition of approval. A mitigation plan shall include specific measures for the protection of any remaining trees on the property, and shall provide for the replacement of each hillside tree that was removed **or damaged** illegally with a new tree(s) in the same location(s) as those illegally removed tree(s). In-lieu fees shall not be an option for this violation. The replacement ratio shall be at a greater ratio than that required in accordance with the standards set forth in section 29.10.0985 of this division. If the court or the Director directs a replacement tree or trees to be planted as part of the remedy for the violation, the trees shall be permanently maintained in a good and healthy condition. The property owner shall

execute a five-year written maintenance agreement with the Town. For those trees on public property, replacement is to be determined by the Director of Community Development or by the Director of Parks and Public Works.

b. The second violation of any provisions in this division during the conduct by any person or company of a tree removal, landscaping, construction, or other business in the Town shall constitute grounds for a one (1) year suspension of any business license issued to such entity. The Town shall require the property owner to disclose the name and address of the violating business as a necessary condition for removal of any Stop Work Order issued by the Town.

(3) Projects under construction.

a. If a violation occurs during construction, the Town may issue a stop work order suspending and prohibiting further activity on the property pursuant to the grading, demolition, and/or building permit(s) (including construction, inspection, and issuance of certificates of occupancy) until a mitigation plan has been filed with and approved by the Director, agreed to in writing by the property owner(s) or the applicant(s) or both, and either implemented or guaranteed by the posting of adequate security in the discretion of the Director. A mitigation plan shall include specific measures for the protection of any remaining trees on the property, and shall provide for the replacement of each hillside tree that was removed illegally with a new tree(s) in the same location(s) as those illegally removed tree(s). In-lieu fees shall not be an option for this violation. The replacement ratio shall be at a greater ratio than that required in accordance with the standards set forth in section 29.10.0985 of this division. If the court or the Director directs a replacement tree or trees to be planted as part of the remedy for the violation, the trees shall be permanently maintained in a good and healthy condition. The property owner shall execute a five-year written maintenance agreement with the Town. For those trees on public property, replacement is to be determined by the Director of Community Development or by the Director of Parks and Public Works.

b. The second violation of any provisions in this division during the conduct by any person or company of a tree removal, landscaping, construction, or other business in the Town shall constitute grounds for a one (1) year suspension of any business license issued to such entity. The Town shall require the property owner to disclose the name and address of the violating business as a necessary condition for removal of any Stop Work Order issued by the Town.

(4) Criminal penalties. Notwithstanding section 29.20.950 relating to criminal penalty, any person who violates any provision of this chapter and is convicted of a misdemeanor shall be punished by a fine of not more than \$1,000.00 or by imprisonment of not more than 6 months or by both such fine and imprisonment. Each person convicted may be deemed guilty of a separate offense for every day and

for every violation, as defined in Sec. 29.10.1031, during any portion of which any violation is committed.

(5) Civil penalties. Notwithstanding section 29.20.950 and Section (4) above, relating to criminal penalty, any person, property owner, firm, or corporation who intentionally or negligently violates any of the provisions of this chapter or any permit issued pursuant to it, or who fails to comply with any condition of any discretionary permit which relates to protected tree preservation, found to have violated section 29.10.0965, shall be liable to pay the Town a civil penalty as prescribed in subsections a. through d.

- a. As part of any administrative and/or civil action brought by the Town, a hearing officer and/or court may assess against any person who commits, allows, or maintains a violation of any provision of this division an administrative and/or civil penalty in an amount not to exceed five thousand dollars per violation. For damaged trees, in addition to civil penalties, the property owner will be required to obtain the services of an ISA certified arborist to determine the future viability of the tree and if salvageable, create a maintenance plan to restore the tree.
- b. Where the violation has resulted in removal of a protected tree, the civil penalty shall be in an amount not to exceed five thousand dollars (\$5,000.00) per tree unlawfully removed, or the replacement value of each such tree, whichever amount is higher. If the tree removal is related to any development or subdivision then the civil penalties shall be the value of the tree times four, plus all related staff costs. Such amount shall be payable to the Town and deposited into the Tree Replacement Fund. Replacement value for the purposes of this section shall be determined utilizing the most recent edition of the Guide for Plant Appraisal, as prepared by the Council of Tree and Landscape Appraisers and the Species and Group Classification Guide published by the Western Chapter of the International Society of Arboriculture.
- c. If the court or the Director directs a replacement tree or trees to be planted as part of the remedy for the violation, the trees shall be permanently maintained in a good and healthy condition. The property owner shall execute a five-year written maintenance agreement with the Town.
- d. The cost of enforcing this division, which shall include all costs, staff time, and attorneys' fees.

(56) Injunctive relief. A civil action may be commenced to abate, enjoin, or otherwise compel the cessation of such violation.

(67) Costs. In any civil action brought pursuant to this division in which the Town prevails, the court shall award to the Town all costs of investigation and preparation for trial, the costs of trial, reasonable expenses including overhead and administrative costs incurred in prosecuting the action, and reasonable attorney fees.

(8) Remedies not exclusive. To the maximum extent permitted by law, administrative remedies specified in this chapter are in addition to and do not supersede or limit any and all other-~~re~~ provided for herein shall be cumulative and not exclusive.

Sec. 29.10.1030. Fees.

The fee, as adopted by Town Resolution, prescribed therefore in the municipal fee schedule shall accompany the removal or pruning permit application submitted to the Town for review and evaluation pursuant to this division.

Sec. 29.10.1031. Fees schedule for remediation of Tree Protection Ordinance violations.

These monetary fines are in addition to any remediations described elsewhere in this section. Any person, firm or corporation, whether as principal, agent, employee or otherwise, violating any of the provisions of this chapter is guilty of a violation of the Town Code. Such person, firm or corporation shall be deemed to be guilty of a separate offense for each and every day during any portion of which any violation of this chapter is committed, continued, or permitted by such person and shall be punishable as herein provided. To expand, violating any portion of this chapter for any tree will count as one (1) violation. For instance, if a tree is excessively trimmed using illegal spikes, then two (2) violations are committed. If two (2) such violations were committed to two (2) trees, then that totals to four (4) separate violations. Violations would also include those remediations required by a Town's Consulting Arborist, to be accrued at the rate of one (1) violation/day for each and every requirement.

Each violation is subject to a fine of \$500. For continuing violations, the fee schedule is \$500 for the first day and \$1,000 for each subsequent day.

Sec. 29.10.1035. Severability.

If any provision of this division or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this division which can be given effect without the invalid provision or application, and to this end the provisions of this division are declared to be severable.

Sec. 29.10.1040. Notices.

All notices required under this division shall conform to noticing provisions of the applicable Town Code.

Sec. 29.10.1045. Appeals.

Any interested person, as defined in section 29.10.020 of the Town Code, may appeal a decision of the director, including the 1 year suspension of a business license, pursuant to this division in accordance with the procedures set forth in section 29.20.260 of the Town Code. All appeals shall comply with the public noticing provisions of section 29.20.450 of the Town Code.

Sec 29.10.1050 No liability upon the Town.

Nothing in this chapter shall be deemed to impose any liability upon the Town or upon any of its officers or employees, nor to relieve the owner or occupant of any private property from the duty to keep in safe condition any trees and shrubs upon that private property or upon sidewalks and planting areas in front of that property.

SECTION II. CEQA FINDINGS. This Ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly. This Ordinance is also exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION III. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The Town Council of the Town of Los Gatos declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION IV. EFFECTIVE DATE AND PUBLICATION. This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 5th day of April 2022 and adopted by the following vote as an ordinance of the Town of Los Gatos at a regular meeting of the Town Council of the Town of Los Gatos on the 19th day of April 2022. This ordinance takes effect 30 days after it is adopted. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the Town Council and a certified copy shall be posted in the office of the Town Clerk, pursuant to GC 36933(c)(1).

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the ____ day of ____ 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 05/03/2022

ITEM NO: 7

DATE: April 28, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute a Second Amendment to an Agreement for Consultant Services with Walter Levison, Arborist for Two Months.

RECOMMENDATION:

Authorize the Town Manager to execute a Second Amendment to an Agreement for Consultant Services with Walter Levison, Arborist for two months (Attachment 1).

BACKGROUND:

The Consulting Arborist assists Town staff and Town decision makers in the application review process for discretionary development projects, providing information on existing tree health and suitability for retention, potential impact to existing trees, and necessary mitigation measures to protect existing trees. The Consulting Arborist also assists in reviewing appeals of tree removal permits. Currently, Walter Levison and Monarch Consulting Arborists are the Town's consulting arborists.

DISCUSSION:

The original 2015 Agreement (Attachment 2) was for a five-year term with an expiration in November 2020. During the term of the Walter Levison Agreement, an agreement with Monarch Consulting Arborists was approved on May 1, 2017, for a five-year term. In November 2020, the Town Council approved an extension of the term of the Walter Levison Agreement (Attachment 3) to coincide with the expiration of the Monarch Consulting Arborists Agreement.

PREPARED BY: Tania Maheu
Administrative Analyst

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

PAGE 2 OF 2

SUBJECT: Walter Levison Arborist Second Amendment

DATE: April 28, 2022

DISCUSSION (continued):

A two-month extension of the term of the Walter Levison Agreement is being requested to coincide with the end of the fiscal year. Additionally, the extension will allow time for Town staff to complete the process of reviewing submittals received in response to the Request for Qualifications (RFQ) for Consulting Arborist services. Staff will provide a recommendation on Consulting Arborists for Town Council consideration in June.

CONCLUSION:

Staff recommends that the Council authorize the Town Manager to execute a Second Amendment to the Agreement for Consultant Services with Walter Levison, Arborist.

COORDINATION:

The draft Second Amendment was prepared in coordination with the Town Attorney.

FISCAL IMPACT:

There is no fiscal impact as applicants pay for these services for their individual projects.

ENVIRONMENTAL ASSESSMENT:

This action is not a project defined under CEQA, and no further action is required.

Attachments:

1. Draft Walter Levison Second Amendment
2. Original 2015 agreement
3. First Amendment to Agreement

SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

THIS SECOND AMENDMENT TO AGREEMENT is entered into this 1st day of May, 2022, by and between the Town of Los Gatos, State of California, herein called the "Town," and Walter Levison, Consulting Arborist, herein called the "Consultant."

RECITALS

- A. The Town and Consultant entered into an Agreement dated November 1, 2015 to provide services for evaluation of Trees on properties within the Town of Los Gatos (Attachment A).
- B. The Town and Consultant entered into a First Amendment to Agreement to extend the term to April 30, 2022 to (Attachment B).
- C. The Town desires to extend the term of the Agreement to June 30, 2022.

AMENDMENT

- 1. Time of Performance of the Agreement is hereby amended to provide that the term of the Agreement is extended to June 30, 2022.
- 2. All other terms and conditions of the Agreement dated November 1, 2015, remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed the First Amendment to Agreement as of the date indicated on page one (1).

Town of Los Gatos:

Consultant:

 Laurel Prevetti
 Town Manager

 Walter Levison,
 Consulting Arborist

Department Approval:

 Joel Paulson
 Community Development Director

Approved as to Form:

 Robert Schultz
 Town Attorney

Attest:

 Shelley Neis, MMC, CPMC,
 Town Clerk

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CLERK DEPARTMENT
AGR 15.221
IIIH _____
ORD _____
REC _____
BESO _____

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification this 1st day of November 2015 ~~and is made by and~~ between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Walter Levison, Consulting Arborist, ("Consultant"), whose address is 165 Linda Vista, Millbrae, CA 94030. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town has a need for consulting arborist services for evaluation of trees on properties within the Town of Los Gatos.
- 1.2 Town desires to engage a certified arborist to review, analyze, and comment on development project plans; prepare technical analyses and reports; conduct peer review of outside arborist reports and attend public meetings as needed.
- 1.3 Consultant represents and affirms that he is qualified and willing to perform the desired work pursuant to this Agreement.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide the services listed below.

Administrative Duties

When needed by Town, assess the potential impacts to trees associated with proposed development and redevelopment projects. This shall include evaluating plans for development proposals, reviewing arborist reports and/or identifying mitigation measures and recommending preservation measures and conditions of approval.

- a. When needed by Town, work on special studies or projects including but not limited to: preparation of a checklist for content of arborist reports for application packets, emergency response and coordination, review of tree removal permits that have been denied and appealed, and review of landscape plans for hillside homes, Planned Developments, and/or commercial projects.
- b. When needed by Town, conduct field investigations, studies, and prepare reports related to tree removals and impacts from proposed construction, and develop recommendations for mitigation and preservation measures.
- c. When needed by Town, assist in the establishment and subsequent modification of Town's tree and landscape related ordinances, design guidelines, policies, and development fees.
- d. When needed by Town, attend meetings with Town staff, public officials, community leaders, developers, contractors, and the general public.

- e. When needed by Town, advise, support, and assist Town departments, committees, commissions, and Town Council. In addition, act as a liaison between Town and Federal, State, and Regional agencies.
- f. When needed by Town, attend Town Council, Planning Commission, and special study session meetings when tree and/or landscaping issues and project applications with tree removals, impacts to trees and/or landscape plans are being considered.
- g. As requested by Town, provide copies of draft and final draft work products of reports and studies prepared for Town. Consultant shall provide electronic file copies of these documents as needed.

Other Miscellaneous Services

The Town may occasionally have the need for other services not specifically listed in this document that the consultant has the necessary experience and capabilities to provide. Town or Redevelopment Agency may authorize consultant to perform such selected services on an as-needed basis.

- 2.2 Time of Performance. Consultant shall perform the services described in this agreement as follows: The services of Consultant are for a five year period that will commence upon the execution of the contract. Should Town not renew a contract, the award and authorization of the contract shall automatically expire. Town shall give Consultant at least 30 days' notice, prior to the cancellation or expiration of the contract.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the

Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 Compensation. Compensation for Consultant's professional services shall not exceed the established hourly rates, as set forth in the Fee Schedule (Exhibit A), which is attached hereto and incorporated herein by reference. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per-occurrence for bodily injury, personal injury and property damage.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

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

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

3.3 Workers' Compensation. It is understood that Consultant currently has no employees. If employees are hired in the future, Consultant shall obtain and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town. Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To Town:

Joel S. Paulson
Planning Manager
Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95030
Fax: (408) 354-7593
Phone: (408) 354-6879
E-mail: jpaulson@losgatosca.gov

To Consultant:

Walter Levison
Consulting Arborist
165 Linda Vista
Millbrae, CA 94030
Phone: (415) 203-0990
E-mail: drtree@sbcglobal.net

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect to the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including Exhibit A, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

In WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos



Laurel R. Prevetti, Town Manager
Town of Los Gatos


Consultant:



Walter Levison
Consulting Arborist


10/22/18

Department Approval:



Joel S. Paulson
Planning Manager

Approved as to Form:



Robert W. Schultz
Town Attorney



Walter Levison
CONSULTING ARBORIST

ISA Qualified Tree Risk Assessor

ASCA Registered Consulting Arborist #401

ISA Certified Arborist #WC-3172

CONSULTING RATES
WALTER LEVISON, CONSULTING ARBORIST
1/1/2015 to 12/31/2015

1.	INITIAL CONTACT / ORAL CONSULTING MINIMUM 2 HOUR PER-CLIENT CHARGE (COVERS UP TO 1 HOUR OF TRAVEL, AND 1 HOUR ON SITE.)	\$280 (\$140 x 2)
2.	STANDARD CONSULTING SERVICES (ALL FIELD, OFFICE, & DRIVING TIME, PORTAL TO PORTAL). HAZARD TREE ASSESSMENT, TREE INVENTORY, CONSTRUCTION MONITORING, SPECIES SELECTION, MONETARY VALUATION (APPRAISAL), ARBORIST REPORTS, TREE PROTECTION AND MANAGEMENT PLANS, ETC.	\$140/HR
3.	SPECIAL CONSULTING SERVICES RESISTOGRAPH: ADVANCED DECAY DETECTION AND ANALYSIS USING A RESISTOGRAPH MICRODRILLING DEVICE WITH DIGITAL GRAPH OUTPUT.	\$280/HR DURING USE OF MACHINE \$140/HR REGULAR FIELD AND OFFICE HOURS
4.	RUSH CONSULTING SERVICES TIME TO COMPLETION OF SMALLER JOB WRITTEN WORK PRODUCT IS TYPICALLY 24 TO 96 HOURS FROM DATE OF CONTRACT SIGNING.	\$280/HR
5.	MUNICIPAL CONSULTING SERVICES (CONTRACT CITY ARBORIST SERVICES) (ALL FIELD, OFFICE, & DRIVING TIME, PORTAL TO PORTAL).	\$140/HR MINIMUM 3 HOUR DAILY CHARGE (\$420). EVENING MEETINGS: MINIMUM 4 HOUR CHARGE (\$560.)
6.	SUBCONSULTING UNDER OTHER CONSULTING ARBORISTS	(NEGOTIABLE)
7.	LEGAL CONSULTING SERVICES (FORENSIC TREE FAILURE ASSESSMENTS, DEPOSITIONS, ATTENDANCE OF MEDIATION HEARINGS, ETC.)	\$180 to \$350/HR (NEGOTIABLE)





MEETING DATE: 10/20/15
ITEM NO. 3

COUNCIL AGENDA REPORT

DATE: OCTOBER 13, 2015
TO: MAYOR AND TOWN COUNCIL
FROM: LAUREL R. PREVETTI, TOWN MANAGER *Jennifer Callaway for Laurel Prevetti*
SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE AGREEMENTS WITH DEBORAH ELLIS AND WALTER LEVISON TO PROVIDE SERVICES AS CONSULTING ARBORISTS TO THE TOWN.

RECOMMENDATION:

Authorize the Town Manager to execute agreements with Deborah Ellis and Walter Levison to provide services as Consulting Arborists to the Town.

BACKGROUND:

The Town Arborist assists Town staff and Town decision makers in the application review process for most discretionary development projects, providing necessary information on existing tree health and suitability for retention, potential impact to existing trees, and necessary mitigation measures to protect existing trees. The arborist also assists in reviewing appeals of tree removal permits. Currently, Deborah Ellis and Arbor Resources are the Town's arborists. The Town recommends two arborists so there is a backup.

On August 17, 2015, the Town distributed a Request for Qualifications (RFQ) for a consulting arborist. Four proposals were received and reviewed by staff. The four applicants were all qualified to provide consulting arborist services to the Town. However, staff concluded that Deborah Ellis and Walter Levison were qualified and reasonably priced to provide services to meet the needs of the Town as described in this report. The two arborists who were not selected were Arbor Resources and Monarch Consulting. Arbor Resources had a higher hourly rate and Monarch Consulting had a higher hourly rate, longer turnaround time, and the least experience.

PREPARED BY: JOEL S. PAULSON
Planning Manager *JSP*

Reviewed by: *JL* Assistant Town Manager _____ Town Attorney *VP* Finance

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FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

THIS FIRST AMENDMENT TO AGREEMENT is entered into this 1st day of November, 2020, by and between the Town of Los Gatos, State of California, herein called the "Town," and Walter Levison, Consulting Arborist, herein called the "Consultant."

RECITALS

- A. The Town and Consultant entered into an Agreement dated November 1, 2015 to provide services for evaluation of Trees on properties within the Town of Los Gatos (Attachment A).
B. The Town desires to extend the Agreement to April 30, 2022.

AMENDMENT

- 1. Time of Performance of the Agreement is hereby amended to provide that the term of the Agreement is extended to April 30, 2022.
2. All other terms and conditions of the Agreement dated November 1, 2015, remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed the First Amendment to Agreement as of the date indicated on page one (1).

Town of Los Gatos:

Consultant: Walter Levison

DocuSigned by: Laurel Prevetti 11/30/2020
Laurel Prevetti
Town Manager

DocuSigned by: Walter Levison 10/9/2020
Walter Levison
Consulting Arborist

Department Approval:

DocuSigned by: Joel Paulson 10/9/2020
Joel Paulson
Community Development Director

Approved as to Form:

DocuSigned by: Robert W. Schultz 11/29/2020
Robert Schultz
Town Attorney



CLERK DEPARTMENT
AGR 15.221
IIIH _____
ORD _____
REC _____
BESO _____

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification this 1st day of November 2015 ~~and is made by and~~ between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Walter Levison, Consulting Arborist, ("Consultant"), whose address is 165 Linda Vista, Millbrae, CA 94030. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town has a need for consulting arborist services for evaluation of trees on properties within the Town of Los Gatos.
- 1.2 Town desires to engage a certified arborist to review, analyze, and comment on development project plans; prepare technical analyses and reports; conduct peer review of outside arborist reports and attend public meetings as needed.
- 1.3 Consultant represents and affirms that he is qualified and willing to perform the desired work pursuant to this Agreement.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide the services listed below.

Administrative Duties

When needed by Town, assess the potential impacts to trees associated with proposed development and redevelopment projects. This shall include evaluating plans for development proposals, reviewing arborist reports and/or identifying mitigation measures and recommending preservation measures and conditions of approval.

- a. When needed by Town, work on special studies or projects including but not limited to: preparation of a checklist for content of arborist reports for application packets, emergency response and coordination, review of tree removal permits that have been denied and appealed, and review of landscape plans for hillside homes, Planned Developments, and/or commercial projects.
- b. When needed by Town, conduct field investigations, studies, and prepare reports related to tree removals and impacts from proposed construction, and develop recommendations for mitigation and preservation measures.
- c. When needed by Town, assist in the establishment and subsequent modification of Town's tree and landscape related ordinances, design guidelines, policies, and development fees.
- d. When needed by Town, attend meetings with Town staff, public officials, community leaders, developers, contractors, and the general public.

- e. When needed by Town, advise, support, and assist Town departments, committees, commissions, and Town Council. In addition, act as a liaison between Town and Federal, State, and Regional agencies.
- f. When needed by Town, attend Town Council, Planning Commission, and special study session meetings when tree and/or landscaping issues and project applications with tree removals, impacts to trees and/or landscape plans are being considered.
- g. As requested by Town, provide copies of draft and final draft work products of reports and studies prepared for Town. Consultant shall provide electronic file copies of these documents as needed.

Other Miscellaneous Services

The Town may occasionally have the need for other services not specifically listed in this document that the consultant has the necessary experience and capabilities to provide. Town or Redevelopment Agency may authorize consultant to perform such selected services on an as-needed basis.

- 2.2 Time of Performance. Consultant shall perform the services described in this agreement as follows: The services of Consultant are for a five year period that will commence upon the execution of the contract. Should Town not renew a contract, the award and authorization of the contract shall automatically expire. Town shall give Consultant at least 30 days' notice, prior to the cancellation or expiration of the contract.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the

Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 Compensation. Compensation for Consultant's professional services shall not exceed the established hourly rates, as set forth in the Fee Schedule (Exhibit A), which is attached hereto and incorporated herein by reference. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per-occurrence for bodily injury, personal injury and property damage.
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- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

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

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

3.3 Workers' Compensation. It is understood that Consultant currently has no employees. If employees are hired in the future, Consultant shall obtain and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town. Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To Town:

Joel S. Paulson
 Planning Manager
 Town of Los Gatos
 110 E. Main Street
 Los Gatos, CA 95030
 Fax: (408) 354-7593
 Phone: (408) 354-6879
 E-mail: jpaulson@losgatosca.gov

To Consultant:

Walter Levison
 Consulting Arborist
 165 Linda Vista
 Millbrae, CA 94030
 Phone: (415) 203-0990
 E-mail: drtree@sbcglobal.net

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect to the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including Exhibit A, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.


In WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos



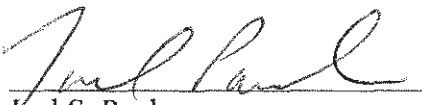
 Laurel R. Prevetti, Town Manager
 Town of Los Gatos

Consultant:

 10/22/18

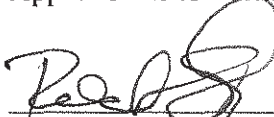
 Walter Levison
 Consulting Arborist

Department Approval:



 Joel S. Paulson
 Planning Manager

Approved as to Form:



 Robert W. Schultz
 Town Attorney



Walter Levison
CONSULTING ARBORIST

ISA Qualified Tree Risk Assessor

ASCA Registered Consulting Arborist #401

ISA Certified Arborist #WC-3172

CONSULTING RATES
WALTER LEVISON, CONSULTING ARBORIST
1/1/2015 to 12/31/2015

1.	INITIAL CONTACT / ORAL CONSULTING MINIMUM 2 HOUR PER-CLIENT CHARGE (COVERS UP TO 1 HOUR OF TRAVEL, AND 1 HOUR ON SITE.)	\$280 (\$140 x 2)
2.	STANDARD CONSULTING SERVICES (ALL FIELD, OFFICE, & DRIVING TIME, PORTAL TO PORTAL). HAZARD TREE ASSESSMENT, TREE INVENTORY, CONSTRUCTION MONITORING, SPECIES SELECTION, MONETARY VALUATION (APPRAISAL), ARBORIST REPORTS, TREE PROTECTION AND MANAGEMENT PLANS, ETC.	\$140/HR
3.	SPECIAL CONSULTING SERVICES RESISTOGRAPH: ADVANCED DECAY DETECTION AND ANALYSIS USING A RESISTOGRAPH MICRODRILLING DEVICE WITH DIGITAL GRAPH OUTPUT.	\$280/HR DURING USE OF MACHINE \$140/HR REGULAR FIELD AND OFFICE HOURS
4.	RUSH CONSULTING SERVICES TIME TO COMPLETION OF SMALLER JOB WRITTEN WORK PRODUCT IS TYPICALLY 24 TO 96 HOURS FROM DATE OF CONTRACT SIGNING.	\$280/HR
5.	MUNICIPAL CONSULTING SERVICES (CONTRACT CITY ARBORIST SERVICES) (ALL FIELD, OFFICE, & DRIVING TIME, PORTAL TO PORTAL).	\$140/HR MINIMUM 3 HOUR DAILY CHARGE (\$420). EVENING MEETINGS: MINIMUM 4 HOUR CHARGE (\$560.)
6.	SUBCONSULTING UNDER OTHER CONSULTING ARBORISTS	(NEGOTIABLE)
7.	LEGAL CONSULTING SERVICES (FORENSIC TREE FAILURE ASSESSMENTS, DEPOSITIONS, ATTENDANCE OF MEDIATION HEARINGS, ETC.)	\$180 to \$350/HR (NEGOTIABLE)

1 of 1

Cell 415-203-0990 / Email drtree@sbcglobal.net



MEETING DATE: 10/20/15
ITEM NO. 3

COUNCIL AGENDA REPORT

DATE: OCTOBER 13, 2015
TO: MAYOR AND TOWN COUNCIL
FROM: LAUREL R. PREVETTI, TOWN MANAGER *Jennifer Callaway for Laurel Prevetti*
SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE AGREEMENTS WITH DEBORAH ELLIS AND WALTER LEVISON TO PROVIDE SERVICES AS CONSULTING ARBORISTS TO THE TOWN.

RECOMMENDATION:

Authorize the Town Manager to execute agreements with Deborah Ellis and Walter Levison to provide services as Consulting Arborists to the Town.

BACKGROUND:

The Town Arborist assists Town staff and Town decision makers in the application review process for most discretionary development projects, providing necessary information on existing tree health and suitability for retention, potential impact to existing trees, and necessary mitigation measures to protect existing trees. The arborist also assists in reviewing appeals of tree removal permits. Currently, Deborah Ellis and Arbor Resources are the Town's arborists. The Town recommends two arborists so there is a backup.

On August 17, 2015, the Town distributed a Request for Qualifications (RFQ) for a consulting arborist. Four proposals were received and reviewed by staff. The four applicants were all qualified to provide consulting arborist services to the Town. However, staff concluded that Deborah Ellis and Walter Levison were qualified and reasonably priced to provide services to meet the needs of the Town as described in this report. The two arborists who were not selected were Arbor Resources and Monarch Consulting. Arbor Resources had a higher hourly rate and Monarch Consulting had a higher hourly rate, longer turnaround time, and the least experience.

PREPARED BY: JOEL S. PAULSON
Planning Manager *JSP*

Reviewed by: *JL* Assistant Town Manager _____ Town Attorney *W* Finance



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 11/17/2020

ITEM NO: 3

DATE: November 5, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute a First Amendment Agreement for Consultant Services with Walter Levison for Arborist Services.

RECOMMENDATION:

Authorize the Town Manager to execute a First Amendment Agreement for Consultant Services with Walter Levison for arborist services (Attachment 1).

BACKGROUND:

The Town Consulting Arborists assist Town staff and Town decision-makers in the application review process for most discretionary development projects. Consulting Arborists provide necessary information on existing tree health and suitability for retention, potential impacts to existing trees, and necessary mitigation measures to protect existing trees. The Consulting Arborists also assist in reviewing appeals of tree removal permits. Currently, Walter Levison and Monarch Consulting Arborists are the Town’s Consulting Arborists.

DISCUSSION:

The original 2015 Agreement (Attachment 2) was for a 5-year term. During the original term of this Agreement, the Monarch Consulting Arborists Agreement was executed on May 1, 2017, for a 5-year term which exceeded the expiration date of the original Walter Levison Agreement. The proposed Walter Levison First Amendment would extend the agreement term to coincide with the expiration of the Monarch Consulting Arborists Agreement. This will allow the Request for Proposal (RFP) process for future consulting arborists to take place at the same time.

PREPARED BY: Tania Maheu
Administrative Analyst

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

PAGE 2 OF 2

SUBJECT: Consulting Arborist Services

DATE: November 5, 2020

CONCLUSION:

Staff recommends that the Council authorize the Town Manager to execute a First Amendment Agreement for Consultant Services with Walter Levison for arborist services.

COORDINATION

The draft agreement was prepared in coordination with the Town Attorney.

FISCAL IMPACT:

There is no fiscal impact as the cost for Consulting Arborist services are paid by the applicant/property owner.

ENVIRONMENTAL ASSESSMENT:

This action is not a project defined under CEQA, and no further action is required.

Attachments:

1. Draft First Amendment Agreement with Walter Levison
2. Original 2015 Agreement

AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 1st day of November, 2020 and amends that certain Agreement for Consultant Services dated November 1, 2015, made by and between the Town of Los Gatos ("Town") and the Walter Levison, Consulting Arborist ("Consultant").

RECITALS

- A. The Town and Consultant entered into an Agreement dated November 1, 2015 to provide services for evaluation of trees on properties within the Town (Attachment A).
- B. The Town desires to extend the Agreement to April 30, 2022.

AMENDMENT

- 1. Time of Performance of the Agreement is hereby amended to provide that the term of the Agreement is extended to April 30, 2022.
- 2. All other terms and conditions of the Agreement dated November 1, 2015, remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos

Approved as to Consent:

By: _____
Laurel Prevetti, Town Manager

By: _____
Walter Levison, Consulting Arborist

Department Approval:

Joel Paulson
Community Development Director

Approved as to Form:

Attest:

Robert Schultz, Town Attorney

Shelley Neis, Town Clerk
ATTACHMENT 1

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CLERK DEPARTMENT
AGR 15.221
IIIH _____
ORD _____
REC _____
BESO _____

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification this 1st day of November 2015 ~~and is made by and~~ between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Walter Levison, Consulting Arborist, ("Consultant"), whose address is 165 Linda Vista, Millbrae, CA 94030. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town has a need for consulting arborist services for evaluation of trees on properties within the Town of Los Gatos.
- 1.2 Town desires to engage a certified arborist to review, analyze, and comment on development project plans; prepare technical analyses and reports; conduct peer review of outside arborist reports and attend public meetings as needed.
- 1.3 Consultant represents and affirms that he is qualified and willing to perform the desired work pursuant to this Agreement.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide the services listed below.

Administrative Duties

When needed by Town, assess the potential impacts to trees associated with proposed development and redevelopment projects. This shall include evaluating plans for development proposals, reviewing arborist reports and/or identifying mitigation measures and recommending preservation measures and conditions of approval.

- a. When needed by Town, work on special studies or projects including but not limited to: preparation of a checklist for content of arborist reports for application packets, emergency response and coordination, review of tree removal permits that have been denied and appealed, and review of landscape plans for hillside homes, Planned Developments, and/or commercial projects.
- b. When needed by Town, conduct field investigations, studies, and prepare reports related to tree removals and impacts from proposed construction, and develop recommendations for mitigation and preservation measures.
- c. When needed by Town, assist in the establishment and subsequent modification of Town's tree and landscape related ordinances, design guidelines, policies, and development fees.
- d. When needed by Town, attend meetings with Town staff, public officials, community leaders, developers, contractors, and the general public.

- e. When needed by Town, advise, support, and assist Town departments, committees, commissions, and Town Council. In addition, act as a liaison between Town and Federal, State, and Regional agencies.
- f. When needed by Town, attend Town Council, Planning Commission, and special study session meetings when tree and/or landscaping issues and project applications with tree removals, impacts to trees and/or landscape plans are being considered.
- g. As requested by Town, provide copies of draft and final draft work products of reports and studies prepared for Town. Consultant shall provide electronic file copies of these documents as needed.

Other Miscellaneous Services

The Town may occasionally have the need for other services not specifically listed in this document that the consultant has the necessary experience and capabilities to provide. Town or Redevelopment Agency may authorize consultant to perform such selected services on an as-needed basis.

- 2.2 Time of Performance. Consultant shall perform the services described in this agreement as follows: The services of Consultant are for a five year period that will commence upon the execution of the contract. Should Town not renew a contract, the award and authorization of the contract shall automatically expire. Town shall give Consultant at least 30 days' notice, prior to the cancellation or expiration of the contract.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
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IV. GENERAL TERMS

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To Town:

Joel S. Paulson
 Planning Manager
 Town of Los Gatos
 110 E. Main Street
 Los Gatos, CA 95030
 Fax: (408) 354-7593
 Phone: (408) 354-6879
 E-mail: jpaulson@losgatosca.gov

To Consultant:

Walter Levison
 Consulting Arborist
 165 Linda Vista
 Millbrae, CA 94030
 Phone: (415) 203-0990
 E-mail: drtree@sbcglobal.net

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect to the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including Exhibit A, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.


In WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos



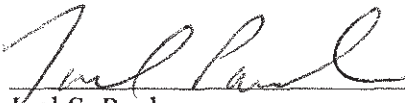
 Laurel R. Prevetti, Town Manager
 Town of Los Gatos

Consultant:

 10/22/18

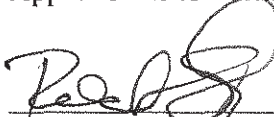
 Walter Levison
 Consulting Arborist

Department Approval:



 Joel S. Paulson
 Planning Manager

Approved as to Form:



 Robert W. Schultz
 Town Attorney



Walter Levison
CONSULTING ARBORIST

ISA Qualified Tree Risk Assessor

ASCA Registered Consulting Arborist #401

ISA Certified Arborist #WC-3172

CONSULTING RATES
WALTER LEVISON, CONSULTING ARBORIST
1/1/2015 to 12/31/2015

1.	INITIAL CONTACT / ORAL CONSULTING MINIMUM 2 HOUR PER-CLIENT CHARGE (COVERS UP TO 1 HOUR OF TRAVEL, AND 1 HOUR ON SITE.)	\$280 (\$140 x 2)
2.	STANDARD CONSULTING SERVICES (ALL FIELD, OFFICE, & DRIVING TIME, PORTAL TO PORTAL). HAZARD TREE ASSESSMENT, TREE INVENTORY, CONSTRUCTION MONITORING, SPECIES SELECTION, MONETARY VALUATION (APPRAISAL), ARBORIST REPORTS, TREE PROTECTION AND MANAGEMENT PLANS, ETC.	\$140/HR
3.	SPECIAL CONSULTING SERVICES RESISTOGRAPH: ADVANCED DECAY DETECTION AND ANALYSIS USING A RESISTOGRAPH MICRODRILLING DEVICE WITH DIGITAL GRAPH OUTPUT.	\$280/HR DURING USE OF MACHINE \$140/HR REGULAR FIELD AND OFFICE HOURS
4.	RUSH CONSULTING SERVICES TIME TO COMPLETION OF SMALLER JOB WRITTEN WORK PRODUCT IS TYPICALLY 24 TO 96 HOURS FROM DATE OF CONTRACT SIGNING.	\$280/HR
5.	MUNICIPAL CONSULTING SERVICES (CONTRACT CITY ARBORIST SERVICES) (ALL FIELD, OFFICE, & DRIVING TIME, PORTAL TO PORTAL).	\$140/HR MINIMUM 3 HOUR DAILY CHARGE (\$420). EVENING MEETINGS: MINIMUM 4 HOUR CHARGE (\$560.)
6.	SUBCONSULTING UNDER OTHER CONSULTING ARBORISTS	(NEGOTIABLE)
7.	LEGAL CONSULTING SERVICES (FORENSIC TREE FAILURE ASSESSMENTS, DEPOSITIONS, ATTENDANCE OF MEDIATION HEARINGS, ETC.)	\$180 to \$350/HR (NEGOTIABLE)

1 of 1

Cell 415-203-0990 / Email drtree@sbcglobal.net





MEETING DATE: 10/20/15
ITEM NO. 3

COUNCIL AGENDA REPORT

DATE: OCTOBER 13, 2015
TO: MAYOR AND TOWN COUNCIL
FROM: LAUREL R. PREVETTI, TOWN MANAGER *Jennifer Callaway for Laurel Prevetti*
SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE AGREEMENTS WITH DEBORAH ELLIS AND WALTER LEVISON TO PROVIDE SERVICES AS CONSULTING ARBORISTS TO THE TOWN.

RECOMMENDATION:

Authorize the Town Manager to execute agreements with Deborah Ellis and Walter Levison to provide services as Consulting Arborists to the Town.

BACKGROUND:

The Town Arborist assists Town staff and Town decision makers in the application review process for most discretionary development projects, providing necessary information on existing tree health and suitability for retention, potential impact to existing trees, and necessary mitigation measures to protect existing trees. The arborist also assists in reviewing appeals of tree removal permits. Currently, Deborah Ellis and Arbor Resources are the Town's arborists. The Town recommends two arborists so there is a backup.

On August 17, 2015, the Town distributed a Request for Qualifications (RFQ) for a consulting arborist. Four proposals were received and reviewed by staff. The four applicants were all qualified to provide consulting arborist services to the Town. However, staff concluded that Deborah Ellis and Walter Levison were qualified and reasonably priced to provide services to meet the needs of the Town as described in this report. The two arborists who were not selected were Arbor Resources and Monarch Consulting. Arbor Resources had a higher hourly rate and Monarch Consulting had a higher hourly rate, longer turnaround time, and the least experience.

PREPARED BY: JOEL S. PAULSON
Planning Manager *JSP*

Reviewed by: *JL* Assistant Town Manager _____ Town Attorney *W* Finance

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**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 05/03/2022

ITEM NO: 8

DATE: April 28, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute a First Amendment to an Agreement for Consultant Services with Monarch Consulting Arborists LLC for Two Months.

RECOMMENDATION:

Authorize the Town Manager to execute a First Amendment to an Agreement for Consultant Services with Monarch Consulting Arborists LLC for two months (Attachment 1).

BACKGROUND:

The Consulting Arborist assists Town staff and Town decision makers in the application review process for discretionary development projects, providing information on existing tree health and suitability for retention, potential impact to existing trees, and necessary mitigation measures to protect existing trees. The Consulting Arborist also assists in reviewing appeals of tree removal permits. Currently, Walter Levison and Monarch Consulting Arborists are the Town's consulting arborists.

DISCUSSION:

The original 2017 Agreement (Attachment 2) was for a five-year term with an expiration in April 2022. This two-month extension of the term of the Monarch Consulting Arborists LLC Agreement is being requested to coincide with the end of the fiscal year. Additionally, the extension will allow time for Town staff to complete the process of reviewing submittals received in response to the Request for Qualifications (RFQ) for Consulting Arborist services. Staff will provide a recommendation on Consulting Arborists for Town Council consideration in June.

PREPARED BY: Tania Maheu
Administrative Analyst

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

PAGE 2 OF 2

SUBJECT: Monarch Consulting Arborists LLC First Amendment

DATE: April 28, 2022

CONCLUSION:

Staff recommends that the Council authorize the Town Manager to execute a First Amendment to the Agreement for Consultant Services with Monarch Consulting Arborists LLC.

COORDINATION:

The draft First Amendment was prepared in coordination with the Town Attorney.

FISCAL IMPACT:

There is no fiscal impact as applicants pay for these services for their individual projects.

ENVIRONMENTAL ASSESSMENT:

This action is not a project defined under CEQA, and no further action is required.

Attachments:

1. Draft Monarch Consulting Arborists LLC First Amendment
2. Original 2017 Agreement

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

THIS FIRST AMENDMENT TO AGREEMENT is entered into this 1st day of May, 2022, by and between the Town of Los Gatos, State of California, herein called the "Town," and Monarch Consulting Arborists LLC, herein called the "Consultant."

RECITALS

- A. The Town and Consultant entered into an Agreement dated May 1, 2017 to provide services for evaluation of Trees on properties within the Town of Los Gatos (Attachment 2).
- B. The Town desires to extend the Agreement to June 30, 2022.

AMENDMENT

- 1. Time of Performance of the Agreement is hereby amended to provide that the term of the Agreement is extended to June 30, 2022.
- 2. All other terms and conditions of the Agreement dated May 1, 2017, remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed the First Amendment to Agreement as of the date indicated on page one (1).

Town of Los Gatos:

Consultant:

By: _____
 Laurel Prevetti
 Town Manager

By: _____
 Richard Gessner
 Consulting Arborist

Department Approval:

 Joel Paulson
 Community Development Director

Approved as to Form:

 Robert Schultz
 Town Attorney

Approved as to Form:

 Shelley Neis, MMC,CPM
 Town Clerk

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AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification this 1st day of May 2017 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Monarch Consulting Arborists LLC, ("Consultant"), whose address is P.O. Box 1010, Felton, CA 95018. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town has a need for consulting arborist services for evaluation of trees on properties within the Town of Los Gatos.
- 1.2 Town desires to engage a certified arborist to review, analyze, and comment on development project plans; prepare technical analyses and reports; conduct peer review of outside arborist reports; and attend public meetings as needed.
- 1.3 Consultant represents and affirms that he is qualified and willing to perform the desired work pursuant to this Agreement.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide, if available, the services listed below.

Administrative Duties

When needed by Town, assess the potential impacts to trees associated with proposed development and redevelopment projects. This shall include evaluating plans for development proposals, reviewing arborist reports and/or identifying mitigation measures and recommending preservation measures and conditions of approval.

- a. When needed by Town, work on special studies or projects including but not limited to: preparation of a checklist for content of arborist reports for application packets; emergency response and coordination; review of tree removal permits that have been denied and appealed; and review of landscape plans for hillside homes, Planned Developments, and/or commercial projects.
- b. When needed by Town, conduct field investigations, studies, and prepare reports related to tree removals and impacts from proposed construction, and develop recommendations for mitigation and preservation measures.
- c. When needed by Town, assist in the establishment and subsequent modification of Town's tree and landscape related ordinances, design guidelines, policies, and development fees.

- d. When needed by Town, attend meetings with Town staff, public officials, community leaders, developers, contractors, and the general public.
- e. When needed by Town, advise, support, and assist Town departments, committees, commissions, and Town Council. In addition, act as a liaison between Town and Federal, State, and Regional agencies.
- f. When needed by Town, attend Town Council, Planning Commission, and special study session meetings when tree and/or landscaping issues and project applications with tree removals, impacts to trees, and/or landscape plans are being considered.
- g. As requested by Town, provide final work products of reports and studies prepared for Town. Consultant shall provide electronic file copies of these documents as needed.
- h. Consultant discloses that arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Since trees are living organisms, conditions are often hidden within the tree and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specific period of time. Likewise, remedial treatments cannot be guaranteed. No warranty, representation or guarantee, express or implied, is intended by Consultant.

Other Miscellaneous Services

The Town may occasionally have the need for other services not specifically listed in this document that the consultant has the necessary experience and capabilities to provide. Town may authorize consultant to perform such selected services on an as-needed basis.

- 2.2 Time of Performance. Consultant shall perform the services described in this agreement as follows: the services of Consultant are for a five year period that will commence upon the execution of the contract; should Town not renew a contract, the award and authorization of the contract shall automatically expire; and Town shall give Consultant at least 30 days' written notice, prior to the cancellation or expiration of the contract.
- 2.3 Compliance with Laws. Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state, and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. The Town shall inform Consultant of any other work it has undertaken relating to the purpose for which Consultant has been retained and the Town shall provide Consultant with any documentation the Town may have acquired regarding

the relevant issues. When applicable, especially relating to the treatment, pruning and/or removal of trees, it is the Town's responsibility to inform Consultant of any issues regarding property boundaries, property ownership, site lines and other related issues. Consultant shall be responsible for employing or engaging all persons necessary to perform Consultant's services under this Agreement, unless mutually agreed upon otherwise between Consultant and the Town. Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the Town or third parties not under the direct control of Consultant, nor is Consultant responsible for their acts or omissions or for any damages resulting therefrom.

- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all final reports prepared by the Consultant under this Agreement are for the exclusive use of the Town for the project specified therein and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project. No other use is authorized under this agreement. Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk. The Town releases Consultant and Consultant's officers, directors, shareholders, employees, agents, affiliates, successors and assigns from liability and agrees to defend, indemnify and hold harmless Consultant from any and all demands, causes of action, judgments, damages, suits, injuries, claims, liabilities, costs, losses and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, arising, in whole or in part, from such unauthorized distribution. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
- 2.6 Compensation. Compensation for Consultant's professional services shall not exceed the established hourly rates, as set forth in the Fee Schedule (Exhibit A), which is attached hereto and incorporated herein by reference. However, Consultant's rates are subject to change during the five year period of this Agreement and any renewal periods. Consultant shall provide thirty (30) days prior written notice to the Town of any rate change. If a rate change cannot be agreed upon within 30 (thirty) days of such notice, either party may exercise its termination right under Section 4.3 below. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed, by whom, at what rate, and on what date.



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

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to make its best efforts to be available to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.
- 2.11 Conflict of Interest. Consultant understands that it has a professional responsibility to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not knowingly have any active agreement that is in conflict with any of the provisions of this Agreement. Consultant discloses that it represents San Jose Water Company in matters and The Town understands and acknowledges that Consultant will continue to represent San Jose Water Company. If Consultant acquires any direct or indirect interest adverse to those of the Town in the subject of this Agreement, it shall promptly inform Town of such and either party may exercise its termination right under Section 4.3 below. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after

employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and either party may exercise its termination right under Section 4.3 below. Other than as noted above, Consultant certifies that Consultant does not currently have any outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Consultant from complying with the provisions hereof. If Consultant enters into any conflicting agreement during the term of this Agreement, it shall promptly inform Town of such and either party may exercise its termination right under Section 4.3 below.

- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance.

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy insuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than one million dollars (\$1,000,000) which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability

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

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

3.3 Workers' Compensation. It is understood that Consultant currently has no employees. If employees are hired in the future, Consultant shall obtain and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town. Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless, and indemnify and defend the Town its officers, agent, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. The Town shall save, keep, hold harmless, and indemnify and defend the Consultant, its officers, agent, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up



because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Town, or any of the Town's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all documents furnished to Consultant by the Town and all final reports prepared by the Consultant under this Agreement. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be mutually adjusted in light of the particular facts and circumstances involved in such termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed by first class certified mail, and addressed to:

To Town:

Joel Paulson
Community Development Director
Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95030
Fax: (408) 354-7593
Phone: (408) 354-6879
E-mail: jpaulson@losgatosca.gov

To Consultant:

Richard Gessner
Monarch Consulting Arborists LLC
P.O. Box 1010
Felton, CA 95018
Phone: (831) 331-8982
E-mail: rick@monarcharborist.com



or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.


- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect to the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

- 4.8 Entire Agreement. This Agreement, including Exhibit A, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

In WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos

Consultant:



Laurel R. Prevetti, Town Manager
Town of Los Gatos



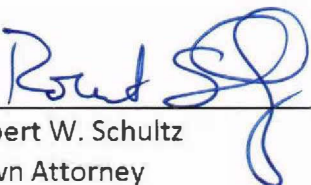
Richard Gessher
Monarch Consulting Arborists LLC

Department Approval:



Joel Paulson
Community Development Director

Approved as to Form:



Robert W. Schultz
Town Attorney

December 13, 2016



Monarch Consulting Arborists LLC
P.O. Box 1010
Felton, CA 95018
831. 331. 8982

Basic Rate Sheet and Services

HOURLY RATE	VALUE
General consulting services	\$225.00/Hour

Hourly rate = \$225.00 per hour for general arborist's reports including tree protection guidelines for construction and development projects. Contracts can be billed hourly, contract price, or on a "not to exceed" basis.

RISK ASSESSMENTS AND APPRAISALS

	VALUE
Tree Risk Assessment.....	\$225.00/Hour
Tree Appraisal/Valuation.....	\$225.00/Hour

Single tree Risk Assessment or Appraisal reports starting at \$675.00. Multi-tree assessments can be billed hourly, contract price, or on a "not to exceed" basis.

TREE INVENTORY AND MAPPING

	VALUE
Tree inventory and mapping.....	\$225.00/Hour

Includes management recommendations starting at \$675.00.

PEST AND DISEASE DIAGNOSIS AND TREE MANAGEMENT PLANS

	VALUE
Pest and disease diagnosis and recommendations.....	\$225.00/Hour
Needs assessment - Tree pruning, removal, water management, fertilization, spraying, and general campus management plans.....	\$225.00/Hour

Initial assignments will be determined prior to site visit and are subject to rate change. Written documentation will be produced for all services. Charges for ancillary services provided will apply, including but not limited to, overnight courier or mail service, messenger deliveries, facsimile and photocopy services. Any and all quotes are merely estimates and are not a maximum or fixed-fee quotation. All rates are subject to change within the absolute and sole discretion of Monarch Consulting Arborist LLC. Travel billed at \$225.00 per hour plus mileage. Expert witness and legal assistance work rates will be provided upon assignment request.

Rick Gessner, Monarch Consulting Arborists LLC, 831.331.8982, rick@monarcharborist.com
ISA Board Certified Master Arborist WE-4341B/ASCA Registered Consulting Arborist® #496
www.monarcharborist.com

EXHIBIT A



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/20/2016

ITEM NO: 6

DATE: DECEMBER 13, 2016
TO: MAYOR AND TOWN COUNCIL
FROM: LAUREL PREVETTI, TOWN MANAGER
SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH MONARCH CONSULTING ARBORISTS LLC TO PROVIDE SERVICES AS A CONSULTING ARBORIST TO THE TOWN.

RECOMMENDATION:

Authorize the Town Manager to execute an agreement with Monarch Consulting Arborists LLC to provide services as a Consulting Arborist to the Town.

BACKGROUND:

The Town's Consulting Arborists assist Town staff and Town decision makers in the application review process for most discretionary development projects, providing necessary information on existing tree health and suitability for retention, potential impact to existing trees, and necessary mitigation measures to protect existing trees. The Consulting Arborist also assists in reviewing appeals of tree removal permits. Currently, Deborah Ellis and Walter Levison are the Town's Consulting Arborists. On August 17, 2015, the Town distributed a Request for Qualifications (RFQ) for a consulting arborist. Four proposals were received and reviewed by staff. The four applicants were all qualified to provide consulting arborist services to the Town. On October 20, 2015, Town Council authorized the Town Manager to execute agreements with Deborah Ellis and Walter Levison. Deborah Ellis informed the Town that she will be retiring on December 31, 2016. Staff recommends continuing to retain two Consulting Arborists which necessitates the execution of an agreement with the next qualified arborist from the original RFQ submittals.

PREPARED BY: JOEL PAULSON
Community Development Director

Reviewed by: Town Manager, Town Attorney, and Finance Director

PAGE 2 OF 2

SUBJECT: AGREEMENT WITH MONARCH CONSULTING ARBORISTS LLC
DECEMBER 13, 2016

DISCUSSION:

The Consulting Arborists serve in a similar capacity to other Town development review consultants such as the consulting architect, and geotechnical and environmental consultants. Specifically, typical tasks that the Consulting Arborist may provide include the following:

- Site analysis and preparation of reports for proposed development projects
- Peer review of arborist reports submitted by applicants
- Review of landscape plans for hillside development, Planned Developments, and/or commercial projects
- Review of trees that are the subject of an appeal of a denied tree removal permit
- Review and update of the Tree Preservation Ordinance and the Hillside Development Standards & Guidelines landscape and tree preservation criteria
- Inspection of tree protection fencing
- Construction monitoring
- Attendance at public hearings

CONCLUSION:

Staff recommends that the Town continue to retain two Consulting Arborists so that there is a backup. Based on the qualifications of Monarch Consulting Arborists LLC, staff recommends that the Town Council authorize the Town Manager to execute an agreement with Monarch Consulting Arborists LLC to serve as one of the Consulting Arborists for the Town.

FISCAL IMPACT:

Arborist assessment is a cost recovery activity as part of the development review process. Applicants pay a fee to the Town to cover the consultant costs to prepare arborist documents.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. Draft Consulting Arborist Agreement for Monarch Consulting Arborists LLC (includes Exhibit A)

Distribution:

Richard Gessner, Monarch Consulting Arborist LLC, P.O. Box 1010, Felton, CA 95018



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 5/3/2022

ITEM NO: 9

DATE: April 20, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt a Resolution to Adopt a List of Projects for Fiscal Year 2022/23 Funded by the State Senate Bill 1, the Road Repair and Accountability Act of 2017

RECOMMENDATION:

Adopt a resolution (Attachment 1) to adopt a list of projects for Fiscal Year (FY) 2022/23 funded by the State Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017.

BACKGROUND:

SB 1, the Road Repair and Accountability Act of 2017, was passed by the State Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide. SB 1 is intended to enable cities and counties to better address significant maintenance, rehabilitation, and safety needs on their local street systems. Maintenance and rehabilitation projects are used to extend the serviceable life of streets. The Town will receive an estimated \$669,856 in Road Maintenance and Rehabilitation Account (RMRA) funding through SB 1 in FY 2022/23.

Built into the Road Repair and Accountability Act are accountability and transparency measures, including a requirement that all projects proposed to receive RMRA funding to be adopted by the applicable governing body at a regular meeting. To comply, the Town must adopt a resolution with a list of projects in the upcoming fiscal year proposed to receive RMRA funding, including a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

PREPARED BY: WooJae Kim
Town Engineer

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, and Interim Parks and Public Works Director

SUBJECT: Adopt a Resolution to Adopt a List of Projects for Fiscal Year 2022/23 Funded by the State Senate Bill 1, the Road Repair and Accountability Act of 2017

DATE: April 20, 2022

DISCUSSION:

For projects in consideration to receive RMRA funding, staff recommends Town road segments that carry heavier traffic loads and volumes, such as arterials that may involve more design scope and construction work to repair and maintain compared to other local roadways. Staff has identified the following project segments previously adopted and newly proposed for SB 1 funding in need of street repair and maintenance in FY 2022/23 and upcoming years:

Location	Description	Scheduled Start and Completion	Estimated Useful Life
Union Avenue from Blossom Hill Road to Los Gatos-Almaden Road	Placement of rubber cape seal or overlay to maintain pavement surface. This is an arterial road and is critical for transit needs in the Town.	Spring 2022 to Fall 2023	10 - 25 years
Pollard Road from Quito Road to W. Parr Avenue	Placement of rubber cape seal or overlay to maintain pavement surface. This is an arterial road and is critical for transit needs in the Town.	Spring 2022 to Fall 2023	10 - 25 years
E. Main Street from Jackson Street to Maple Place	Placement of rubber cape seal or overlay to maintain pavement surface. This is a collector road and is critical for transit needs in the Town.	Fall 2022 to Fall 2023	10 - 25 years

The required work on the identified streets may exceed the available SB 1 funding. Funding from other sources would be required to complete the projects, such as the General Fund Appropriated Reserves (GFAR) and the voter-approved 2016 Measure B.

Modifications to the SB 1 funding project list are permitted, and staff may recommend modifications when greater needs for funding emerge, for example, due to winter weather impacts. Staff will return with the final proposed project list for FY 2022/23 for Council’s approval prior to advertising for construction bid. Construction for the FY 2022/23 Street Repair and Resurfacing project is anticipated to start in the spring or summer of 2023.

One important element associated with SB 1 is a continued maintenance of effort (MOE) requirement. The MOE requirement means that local funding for routine street maintenance must not be less than the average of the three base years (2009/10 – 2011/12) as set by SB 1. The State continues to refine the calculation and reporting requirements for the MOE, and it would be important for the Town to sustain historic maintenance funding levels into the future to avoid risking loss of the annual RMRA appropriation.

PAGE 3 OF 3

SUBJECT: Adopt a Resolution to Adopt a List of Projects for Fiscal Year 2022/23 Funded by the State Senate Bill 1, the Road Repair and Accountability Act of 2017

DATE: April 20, 2022

CONCLUSION:

Adoption of the recommended resolution would meet with the SB 1 RMRA funding requirement for proposed project list to allow the continuation of the Town's roadway maintenance through the Capital Improvement Program.

FISCAL IMPACT:

The Town's Proposed FY 2022/23-2026/27 Capital Improvement Program has already included the estimated funds in the Street Repair and Resurfacing project. This action will have no effect on the Town's budget and only identifies the specific streets.

ENVIRONMENTAL ASSESSMENT:

This action is not a project defined under CEQA, and no further action is required.

Attachment:

1. SB 1 Resolution

RESOLUTION 2022-

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022/23 FUNDED BY THE STATE
SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the Town are aware of the projects proposed for funding in the community and which projects have been completed each fiscal year; and

WHEREAS, the Town must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the Town, will receive an estimated \$669,856 in RMRA funding in Fiscal Year 2022/23 from SB 1; and

WHEREAS, this is the sixth year in which the Town is receiving SB 1 funding and will enable the Town to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the Town used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities' priorities for transportation investment;

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the Town's streets and roads are in a fair condition and this revenue will help

increase the overall quality of the road system and over the next decade will bring Town streets and roads into a good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED: The foregoing recitals are true and correct, and the following list of projects previously adopted and newly proposed will be funded in-part or solely with Fiscal Year 2022/23 Road Maintenance and Rehabilitation Account revenues:

Location	Description	Scheduled Start and Completion	Estimated Useful Life
Union Avenue from Blossom Hill Road to Los Gatos-Almaden Road	Placement of rubber cape seal or overlay to maintain pavement surface. This is an arterial road and is critical for transit needs in the Town.	Spring 2022 to Fall 2023	10 - 25 years
Pollard Road from Quito Road to W. Parr Avenue	Placement of rubber cape seal or overlay to maintain pavement surface. This is an arterial road and is critical for transit needs in the Town.	Spring 2022 to Fall 2023	10 - 25 years
E. Main Street from Jackson Street to Maple Place	Placement of rubber cape seal or overlay to maintain pavement surface. This is a collector road and is critical for transit needs in the Town.	Fall 2022 to Fall 2023	10 - 25 years

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 3rd day of May of 2022 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 05/03/2022

ITEM NO: 10

DATE: April 26, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt a Resolution Declaring Hazardous Vegetation (Brush) a Public Nuisance, Ordering Abatement, and Setting June 21, 2022 as a Public Hearing to Consider Objections to the Proposed Removal of Brush

RECOMMENDATION:

Adopt a resolution (Attachment 1) declaring hazardous vegetation (brush) a public nuisance, ordering abatement, and setting June 21, 2022 as a public hearing to consider objections to the proposed removal of brush.

BACKGROUND:

The Santa Clara County Fire Department implements and manages a hazardous brush abatement program for the Wildland Urban Interface (WUI) areas (hillside areas) within its jurisdictional boundaries, which includes the incorporated areas of Los Gatos, to ensure appropriate defensible space for structures.

The Town annually adopts the Hazardous Vegetation (Brush) Abatement Program and works with the County who serves as the enforcement agent and conducts their own inspections.

In January of each year, homeowners are reminded that they must remove native brush and vegetation from around their home to create defensible space. The brush abatement program entails inspections of hillside properties by fire crews beginning early April each year. If properties are found to not be in compliance with the regulations found in the California Fire Code relative to vegetation clearance, they are given notice of the violation. If compliance is still not achieved by approximately the end of June each year, a contractor is authorized to perform the necessary work.

PREPARED BY: Meredith Johnston
Administrative Technician

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, and Interim Director of Parks and Public Works

PAGE 2 OF 4

SUBJECT: Adopt a Resolution Declaring Hazardous Vegetation (Brush) a Public Nuisance, Ordering Abatement, and Setting June 21, 2022 as a Public Hearing to Consider Objections to the Proposed Removal of Brush

DATE: April 26, 2022

BACKGROUND (continued):

The costs associated with the abatement work are then placed on the property tax bill for that parcel.

DISCUSSION:

In February of 2022, the Santa Clara County Fire Prevention Division notified property owners located within the designated Wildland Urban Interface (WUI) area of the requirement to comply with the enforced safety regulations related to flammable vegetation abatement (Attachment 2).

At the time of the notice, property owners were given the option to complete the required work themselves, hire their own contractor, or elect to schedule the Town of Los Gatos' authorized contractor to perform the work.

Below is the scheduled outline for the 2022 hazardous brush abatement program:

- | | |
|---------------|--|
| February 2022 | The 2022 Brush Abatement Program letters are mailed to property owners. |
| April 1, 2022 | Santa Clara County Fire Department (SCCFD) begins conducting the first property inspections. A door hanger describing the enforced safety regulations is placed at the property and a copy is mailed to the property owner's mailing address. |
| May 3, 2022 | Town Council adopts a Resolution declaring hazardous vegetation (brush) a public nuisance and sets June 21, 2022 as a public hearing to consider objections to the proposed removal of brush. |
| May/June 2022 | SCCFD begins conducting re-inspections of the properties that were out of compliance at the time of the first property inspection. Property owners who are not in compliance at the time of re-inspection will be identified and notice will be sent to the property owners providing information about the June 21 st public hearing. The Town publishes notices at least 10 days prior to the public hearing. |
| June 21, 2022 | Town Council conducts a public hearing to consider objections to the proposed removal of hazardous vegetation (brush) of declared non-compliant parcels and orders the abatement of the nuisance by the Town's authorized contractor. |

SUBJECT: Adopt a Resolution Declaring Hazardous Vegetation (Brush) a Public Nuisance, Ordering Abatement, and Setting June 21, 2022 as a Public Hearing to Consider Objections to the Proposed Removal of Brush

DATE: April 26, 2022

DISCUSSION (continued):

- June 2022 After the June 21st public hearing, an additional inspection of all identified properties listed on the report will be conducted prior to the Town's authorized contractor performing any abatement work. If the property is found to be in compliance at the time of the re-inspection or upon the arrival of the abatement contractor, no work will be performed, and no charges will be imposed.
- July 2022 The County provides the Town with an assessment list of charges for work that ultimately was performed by the contractor. If there are no proposed charges, no additional public hearing is required.
- August 2, 2022 In the event a list of assessed charges is provided to the Town in July, the Town Council will conduct a public hearing on the hazardous vegetation (brush) abatement charges and adopt a resolution confirming or modifying assessments.
- August 3, 2022 The Town submits a list of charges as a special assessment to the County Tax Collector.

CONCLUSION:

Adopt a resolution (Attachment 1) declaring hazardous vegetation (brush) a public nuisance, ordering abatement, and setting June 21, 2022 as a public hearing to consider objections to the proposed removal of brush.

COORDINATION:

This program is coordinated with the Santa Clara County Fire Department.

FISCAL IMPACT:

The costs associated with abatement work are placed on the property tax bill for that parcel. Funds are provided in the FY 2021/22 Budget (Program 5101) to cover the cost of publishing the legal notice for the June public hearing.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

PAGE 4 OF 4

SUBJECT: Adopt a Resolution Declaring Hazardous Vegetation (Brush) a Public Nuisance, Ordering Abatement, and Setting June 21, 2022 as a Public Hearing to Consider Objections to the Proposed Removal of Brush

DATE: April 26, 2022

Attachments:

1. Resolution declaring hazardous vegetation (brush) a public nuisance, ordering abatement, and setting June 21, 2022 as a public hearing to consider objections to the proposed removal of brush (includes Exhibit A).
2. Letters sent to property owners within the Wildland Urban Interface (WUI) area.

RESOLUTION 2022-

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
DECLARING HAZARDOUS VEGETATION (BRUSH) A PUBLIC NUISANCE, ORDERING
ABATEMENT, AND SETTING JUNE 21, 2022 AS A PUBLIC HEARING TO CONSIDER
OBJECTIONS TO THE PROPOSED REMOVAL OF BRUSH**

WHEREAS, Sections 39560 and following of the Government Code of the State of California authorize the Town of Los Gatos to declare that hazardous vegetation (brush) growing to such size and such type and in such locations as to constitute a fire hazard to the community may be declared a public nuisance and to compel owners, lessees, or occupants of buildings, grounds, or lots to remove or abate the hazardous vegetation (brush) to mitigate the fire hazard from such buildings, grounds, or lots to remove or abate the hazardous vegetation (brush) to mitigate the fire hazard from such buildings, grounds, property, and adjacent sidewalks and parkways, and upon the person's failure to do so, to remove or abate such hazardous vegetation (brush) at the owner's expense, making the cost of that abatement a lien upon the property; and

WHEREAS, the Town of Los Gatos has entered into an agreement with the County of Santa Clara to provide hazardous vegetation (brush) abatement services; and

WHEREAS, the maintenance of hazardous vegetation (brush) in violation of the Uniform Fire Code adopted by the Town of Los Gatos within the Wildland Urban Interface Fire areas identified and shown on the map (Exhibit A) constitutes a public nuisance and should be abated immediately; and

ATTACHMENT 1

WHEREAS, the Santa Clara County Fire Department has mailed notices to property owners within the Wildland Urban Interface areas notifying them of the need to abate hazardous vegetation (brush) violations and explaining the steps necessary to correct such violations.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Los Gatos, and the Town Council hereby finds that hazardous vegetation (brush) is a wood, perennial plant usually with multiple stems and trunks under ten feet in height and is indigenous to the hillside area. Hazardous vegetation (brush) is also known to have a high oil, high resin, or low moisture content in their leaves and branches. Examples of this type of plant material include California Sagebrush, Greasewood or Chamise, Scotch Broom and Toyon. Unabated growth of hazardous vegetation (brush) upon and adjacent to private property within the hillside hazardous fire area and adjacent parkways and sidewalks is a public nuisance and should be abated. The Director of Parks and Public Works shall act as the Superintendent for purposes of giving notice, supervising performance of the agreement with the County of Santa Clara, and evaluating the costs of abatement.

BE IT FURTHER RESOLVED that the Town Clerk is directed to mail notice of this resolution to the persons designated by the Superintendent in conformance with the Government Code and publish notice of this resolution as provided in the Government Code.

BE IT FURTHER RESOLVED that unless the hazardous vegetation (brush) violations are corrected within the time specified in a written agreement with the Superintendent or the Superintendent's representative, the Town of Los Gatos shall cause such nuisance to be abated, and the expense thereof assessed upon the lots or lands from which or on which the

abatement actions occur, such expense to constitute a lien upon such lots or lands until paid, and to be collected upon the next real property tax roll upon which general municipal taxes are collected.

BE IT FURTHER RESOLVED that on the 21st day of June 2022, at a meeting of the Town Council beginning at 7:00 p.m. via publicly noticed teleconference in Los Gatos, CA, a public hearing will be held during which all property owners within the Wildland Urban Interface areas in the Town of Los Gatos having any objections to the proposed abatement of hazardous vegetation (brush) will be heard and given due consideration.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 3rd day of May 2022 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

February 25, 2022

<<Owner Name>>
<<Owner Address>>
<<Owner City>>, <<Owner State>> <<Owner ZIP Code>>

RE: <<APN>>
<<Property Address>>

Dear Property Owner,

The Santa Clara County Fire Department continues to focus on preparing residents and the community for the threat of wildfire. This year, SCCFD will be hosting several informative wildfire preparedness webinars with special presentations about Zonehaven, a powerful new tool to manage evacuations. Please see the enclosed flyer for more information.

Defensible space is essential to improve your home’s chance of surviving a wildfire. Defensible space is the buffer created around a structure when combustible vegetation is removed or reduced. This buffer is needed to slow or stop the spread of wildfire and can also protect your home from catching fire.

Your property is located in the **Very High Fire Hazard** Severity Zone of the Wildland Urban Interface Area (WUI) and requires **100 feet** of defensible space from all structures. Your area’s specific enforced safety regulations include:

Enforced Safety Regulations (Items A - F)

- A. Create **100 feet** of defensible space around your home. To accomplish this, you must clear all flammable vegetation a **minimum of 30 feet** around structures. Additionally, create a reduced fuel zone for the **remaining 70 feet** (or to the property line).
- B. Remove pine needles, leaves, and other dead vegetation from roofs, eaves and rain gutters.
- C. Trim tree limbs 10 feet from chimneys and stove pipes; remove dead limbs that hang over rooftops.
- D. Remove all non-fire-resistive vegetation a minimum of 10 feet on each side of a fire apparatus access road or driveway.
- E. Cover chimney outlets or flues with a 1/2” mesh spark arrester.
- F. Post a clearly visible house address, using at least 4” high numbers, for easy identification. For homes located more than 50 feet from the street, post address numbers at the driveway entrance.

Additional Safety Recommendations

- Create and maintain a 0 to 5 feet noncombustible zone around all structures, including decks.
- Clear 10 feet around and 15 feet above fuels (e.g. woodpiles, lumber, scrap, etc.) Move woodpiles as far away as possible from all structures.
- Clear vegetation and other combustible material from underneath decks. Enclose elevated decks with fire-resistive materials.
- Trees 18 feet or taller should be limbed up 6 feet from the ground. Provide additional vertical clearance when trees have vegetation beneath them.

For more info. about wildfire safety ordinances in Los Gatos, visit www.losgatosca.gov/2581/Be-Wildfire-Ready

<<APN>> <<TRA>> <<ZoneID>>/<<AccessKey>>

<<Owner Name>>
<<Owner Address>>
<<Owner City>>, <<Owner State>> <<Owner ZIP Code>>

PLACE
STAMP
HERE

**SANTA CLARA COUNTY FIRE DEPARTMENT
ATTN: FIRE PREVENTION DIVISION
14700 WINCHESTER BOULEVARD
LOS GATOS, CA 95032-1818**

Owner Responsibilities:

1. You have the option to complete the required work yourself, hire your own contractor, or you may elect to schedule the authorized contractor to perform the work. If you choose to have the authorized contractor perform the work, the charges will appear on your next property tax bill.
2. Please either scan the QR Code below **OR** complete and return the attached information card to report the current status of your property before April 1, 2022.

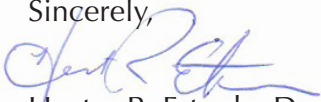
Inspection Schedule:

On April 1, 2022, Santa Clara County Fire Department will begin conducting property inspections. Property owners not in compliance will be notified of what work needs to be completed to comply with the Enforced Safety Regulations. Please contact us if you are unable to complete the required work due to late season rains or other special circumstance.

On June 1, 2022, we will begin conducting re-inspections of the properties that were out of compliance at the time of the first property inspection. Properties must comply with the Enforced Safety Regulations (Items A, B, C and D) otherwise the compliance work will be completed by the **Town of Los Gatos'** authorized contractor and the charges for this service will appear on your next property tax bill.

If you have questions regarding the safety compliance of your property, or you would like to schedule a courtesy property inspection, please contact the Fire Prevention Division at 408.378.4010.

Sincerely,



Hector R. Estrada, Deputy Chief
Fire Prevention Division

Resources and Information

Pacific Gas & Electric (PG&E): www.PGE.com • 800.743.5000

Services include courtesy gas appliance inspections, energy conservation, tree management and electrical safety near power lines

Santa Clara County Fire Safe Council: www.SCCFireSafe.org • 408.975.9591

Protects and educates communities at risk from wildfire through fuel reduction programs, outreach and community planning efforts

Santa Clara County Office of Emergency Management: www.SCCgov.org/sites/oes • 408.808.7800

Coordinates county-wide all hazards preparedness, including managing the AlertSCC Emergency Alert System (www.alertscc.org)

United Policyholders: www.uphelp.org • info@uphelp.org

Provides consumer-focused services to protect assets, build financial safety nets and access disaster recovery tools and resources

Choose ONE:

1. Scan the QR code below with a smartphone camera to submit your response online **OR**
2. Complete and mail the attached information card below.

Option 1 - Respond Online

Evacuation Zone ID: <<ZoneID>>

Private Access Key: <<AccessKey>>



Or visit: bit.ly/WUResponse2022

Option 2 - Respond by Mail

I have received the annual Wildland Urban Interface (WUI) Enforced Safety Regulations letter related to flammable vegetation abatement. The current status of my property is as follows:

- I have inspected my property for flammable vegetation clearance and believe it complies with the Enforced Safety Regulations. I understand that an inspection of my property may be conducted to verify compliance.
- I will remove flammable vegetation around all structures on my property in accordance with the Enforced Safety Regulations no later than **June 1, 2022**. I understand that if the required work is not completed, the authorized contractor may complete the work and the charges will appear on my next property tax bill.
- I authorize the designated contractor to enter my property and clear all flammable vegetation to comply with the Enforced Safety Regulations. I understand the charges to complete this work will appear on my next property tax bill.
- I would like to schedule a courtesy inspection of my property with the Santa Clara County Fire Department for recommendations of the work needed to comply with the Enforced Safety Regulations.
- I am no longer the owner of this property.
- There are no structures on this property.

(print clearly): _____ Date: _____

Phone: (____) _____ Email: _____



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 05/03/2022

ITEM NO: 11

DATE: April 19, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute a First Amendment to the Agreement with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program

RECOMMENDATION:

Authorize the Town Manager to execute a First Amendment to the Agreement (Attachment 1) with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program.

BACKGROUND:

The Santa Clara County Household Hazardous Waste (HHW) Program provides household hazardous waste disposal services to Town residents. The funding for this program is provided partially through landfill disposal fees (AB 939) and partially through an augmentation fee that the Town pays to cover the service used by Los Gatos residents. The Town receives designated revenue from its solid waste hauler, West Valley Collection and Recycling, to fully cover the cost of the augmentation fee. The HHW Program tracks resident activity and provides reports to Town staff to ensure adequate funding is available. The revenue and expenditures for this program are included in the Parks and Public Works Operating budget.

AB 939 allows for the establishment of fees to further recycling goals. The agreement executed in 2021 for the County-wide AB 939 Implementation Fee outlines the terms and conditions under which the County collects and distributes the \$4.10 per ton fee assessed on waste disposal at each disposal facility within the County. These fees are used to fund HHW programs, as well as implementation of the Countywide Integrated Waste Management Plan.

PREPARED BY: Dan Keller
Facilities and Environmental Services Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, and Interim Director of Parks and Public Works

PAGE 2 OF 2

SUBJECT: Authorize the Town Manager to Execute a First Amendment to the Agreement with the County of Santa Clara for Countywide Household Hazardous Waste Collection Program

DATE: April 19, 2022

DISCUSSION:

The Agreement with the County of Santa Clara for Countywide Household Hazardous Waste Collection Program is effective from July 1, 2021 through June 30, 2024 and was authorized at the May 4, 2021 Town Council meeting.

The First Amendment (Attachment 1) references the “up to” augmentation amount of \$66,018 that was established in 2021 for the current Fiscal Year (FY) 21/22. The amendment is for the newly suggested “up to” augmentation amount of \$64,552 for FY 22/23 and is based on participation trends.

Funds from these programs flow through the Town on a cost recovery basis.

CONCLUSION:

Authorize the Town Manager to execute a First Amendment to the Agreement with the County of Santa Clara for Countywide Household Hazardous Waste Collection Program.

FISCAL IMPACT:

Funding of \$51,117 is included in the Proposed FY 2022/23 Operating Budget for the Town’s augmentation. The FY 2022/23 estimated augmentation is \$64,552. If the actual augmentation, typically determined in the fall, is higher than \$64,552, staff will request a budget adjustment during the FY 2022/23 Mid-Year Budget Report.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. First Amendment to the Agreement for Countywide Household Hazardous Waste Collection Program
2. Original Agreement for Countywide Household Hazardous Waste Collection Program

FIRST AMENDMENT TO THE AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

The Agreement for Countywide Household Hazardous Waste Collection Program (AGREEMENT) by and between the Town of Los Gatos (CITY) and the County of Santa Clara (COUNTY) previously entered into on June 17, 2021, is hereby amended as set forth below.

The COUNTY and the CITY agree that:

1. Section 16. ADDITIONAL SERVICES UNDER THIS AGREEMENT is amended in full to read:

16. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY must augment funding provided under this Agreement to cover the cost of a minimum participation level of 4% of CITY households; CITY may also elect to augment funding to provide additional services to increase CITY participation beyond the 4% minimum participation level. Additional services shall be made available upon written agreement between the CITY's authorized representative and the County Executive Officer or designee. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

CITY agrees to augment up to an additional \$66,018 to the Countywide HHW Program during Fiscal Year 2022 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

CITY agrees to augment up to an additional \$64,552 to the Countywide HHW Program during Fiscal Year 2023 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C-1, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

- 2. Attachment C-1 "HHW Schedule For Collection Events for Fiscal Year 2022/2023" attached hereto and incorporated herein by this reference is hereby added to the AGREEMENT.

Except as provided herein, all terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY, through their duly authorized representatives, have entered into this First Amendment to the AGREEMENT on the last date shown below:

COUNTY OF SANTA CLARA

TOWN OF LOS GATOS

Signature:

Signature:

Jeffery V. Smith
County Executive

Laurel Prevetti, Town Manager

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM:

Willie Nguyen
Deputy County Counsel

Robert Schultz, Town Attorney

Date: _____

Date: _____

**ATTACHMENT C-1: HHW SCHEDULE OF PERMANENT & TEMPORARY
COLLECTION EVENTS FOR FISCAL YEAR 2022-2023***

HHW SCHEDULE FOR FISCAL YEAR 2022/2023*					
2022/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
July	Fri	1	San Jose	Permanent	
	Saturday	2	No Event	No Event	4th OF JULY WEEK
	Wed,Thurs,Fri,Sat	6,7,8,9	San Jose	Permanent	
	Fri,Sat	8,9	San Martin	Permanent	
	Thurs,Fri	14,15	San Jose	Permanent	
	Saturday	16	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	20,21,22,23	San Jose	Permanent	
	Thurs,Fri,Sat	28,29,30	San Jose	Permanent	
August	Wed,Thurs,Fri,Sat	3,4,5,6	San Jose	Permanent	
	Fri,Sat	5,6	San Martin	Permanent	
	Thurs,Fri	11,12	San Jose	Permanent	
	Saturday	13	Mountain View	Temporary	TBD
	Wed,Thurs,Fri,Sat	17,18,19,20	San Jose	Permanent	
	Thurs,Fri,Sat	25,26,27	San Jose	Permanent	
	Wed	31	San Jose	Permanent	
September	Thurs,Fri	1,2	San Jose	Permanent	
	Saturday	3	No Event	No Event	LABOR DAY WEEKEND
	Thurs,Fri,Sat	8,9,10	San Jose	Permanent	
	Fri,Sat	9,10	San Martin	Permanent	
	Wed,Thurs,Fri	14,15,16	San Jose	Permanent	
	Saturday	17	Santa Clara	Temporary	TBD
	Thurs,Fri,Sat	22,23,24	San Jose	Permanent	
	Thurs,Fri	29,30	San Jose	Permanent	
October	Sat	1	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	5,6,7,8	San Jose	Permanent	
	Fri,Sat	7,8	San Martin	Permanent	
	Thurs,Fri	13,14	San Jose	Permanent	
	Saturday	15	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	19,20,21,22	San Jose	Permanent	
	Thurs,Fri,Sat	27,28,29	San Jose	Permanent	
November	Wed,Thurs,Fri,Sat	2,3,4,5	San Jose	Permanent	
	Fri, Sat	4,5	San Martin	Permanent	
	Wed, Thurs	9,10	San Jose	Permanent	
	Fri	11	No Event	No Event	VETERANS DAY
	Saturday	12	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	16,17,18,19	San Jose	Permanent	
	Wednesday	23	San Jose	Permanent	
	Thurs,Fri,Sat	24,25,26	No Event	No Event	THANKSGIVING
	Wed	30	San Jose	Permanent	
December	Thurs,Fri,Sat	1,2,3,	San Jose	Permanent	
	Fri, Sat	2,3	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	7,8,9,10	San Jose	Permanent	
	Thurs,Fri,Sat	15,16,17	San Jose	Permanent	
	Wed,Thurs	21,22	San Jose	Permanent	
	Fri,Sat	23,24	No Event	No Event	CHRISTMAS
	Wed,Thurs	28,29	San Jose	Permanent	
	Fri,Sat	30,31	No Event	No Event	NEW YEAR'S DAY

*SUBJECT TO CHANGE

**ATTACHMENT C-1: HHW SCHEDULE OF PERMANENT & TEMPORARY
COLLECTION EVENTS FOR FISCAL YEAR 2022-2023* (Continued)**

HHW SCHEDULE FOR FISCAL YEAR 2022/2023-continued*					
2023/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
January	Thurs,Fri,Sat	5,6,7	San Jose	Permanent	
	Fri, Sat	6,7	San Martin	Permanent	
	Wed,Thurs,Fri	11,12,13	San Jose	Permanent	
	Saturday	14	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	18,19,20,21	San Jose	Permanent	
	Thurs,Fri	26,27	San Jose	Permanent	
	Saturday	28	Santa Clara	Temporary	TBD
February	Wed,Thurs,Fri,Sat	1,2,3,4	San Jose	Permanent	
	Fri, Sat	3,4	San Martin	Permanent	
	Thurs,Fri,Sat	9,10,11	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	15,16,17,18	San Jose	Permanent	
	Thurs,Fri,Sat	23,24,25	San Jose	Permanent	
March	Wed,Thurs,Fri,Sat	1,2,3,4	San Jose	Permanent	
	Fri, Sat	3,4	San Martin	Permanent	
	Thurs,Fri,Sat	9,10,11	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	15,16,17,18	San Jose	Permanent	
	Thurs,Fri,Sat	23,24,25	San Jose	Permanent	
	Wed,Thurs,Fri	29,30,31	San Jose	Permanent	
April	Sat	1	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	5,6,7,8	San Jose	Permanent	
	Fri, Sat	7,8	San Martin	Permanent	
	Thurs,Fri	13,14	San Jose	Permanent	
	Saturday	15	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri	19,20,21	San Jose	Permanent	
	Saturday	22	Los Altos	Temporary	TBD
	Thurs,Fri	27,28	San Jose	Permanent	
	Saturday	29	Santa Clara	Temporary	TBD
May	Wed,Thurs,Fri,Sat	3,4,5,6	San Jose	Permanent	
	Fri, Sat	5,6	San Martin	Permanent	
	Thurs,Fri,Sat	11,12,13	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	17,18,19,20	San Jose	Permanent	
	Wed,Thurs,Fri	24,25,26	San Jose	Permanent	
	Saturday	27	No Event	No Event	MEMORIAL DAY WEEKEND
June	Thurs,Fri,Sat	1,2,3	San Jose	Permanent	
	Fri, Sat	2,3	San Martin	Permanent	
	Thurs,Fri	8,9	San Jose	Permanent	
	Saturday	10	Milpitas	Temporary	TBD
	Wed,Thurs,Fri,Sat	14,15,16,17	San Jose	Permanent	
	Thurs,Fri,Sat	22,23,24	San Jose	Permanent	
	Wed,Thurs,Fri	28,29,30	San Jose	Permanent	
*SUBJECT TO CHANGE					

**AGREEMENT FOR COUNTYWIDE
HOUSEHOLD HAZARDOUS WASTE
COLLECTION PROGRAM**

This Agreement is made by and between the Town of Los Gatos (CITY) and the County of Santa Clara (COUNTY) on the 17th day of June 2021.

RECITALS

WHEREAS, the County Board of Supervisors has approved a Countywide Household Hazardous Waste Collection Program whereby residents of the County and cities and towns participating in the Countywide program will have an opportunity to safely dispose of household hazardous wastes (HHW), regardless of the specific location at which the collection has been scheduled; and

WHEREAS, CITY desires to provide residents with convenient opportunities to safely dispose of their HHW in order to encourage the proper disposal of toxic products, and avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health or environmental hazard; and

WHEREAS, CITY desires to provide a safe, convenient, and economical means for residents to dispose of HHW. These wastes include, but are not limited to, common household products such as household cleaning products, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze, car batteries, mercury thermostats, fluorescent lamps, household batteries, and electronic waste; and

WHEREAS, CITY desires to schedule Household Hazardous Waste Collection Events (Events) for residents for FY 2022 through FY 2024 (July 1, 2021 – June 30, 2024); and

WHEREAS, CITY desires to provide household hazardous waste collection services to a minimum of 4% of the households per fiscal year in its jurisdiction; and

WHEREAS, CITY desires to participate in the Countywide Household Hazardous Waste Collection Program to meet these objectives; and

WHEREAS, pursuant to Public Resources Code Section 41901, the County Board of Supervisors has approved the collection of a \$4.10 per ton Countywide AB939 Implementation fee, including a \$2.60 per ton Household Hazardous Waste Fee (AB939 HHW Fee), for FY 2022 through FY 2024 (July 1, 2021 – June 30, 2024) on all wastes landfilled or incinerated within the County, received at any non-disposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County, collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County, or removed from any location in the county by any person or business for disposal or incineration outside the County; and

WHEREAS, the AB939 HHW Fee is allocated to the Countywide Household Hazardous Waste Program and participating jurisdictions to fund HHW program costs in accordance with the terms of the Countywide AB939 Implementation Fee Agreement; and

WHEREAS, CITY desires for COUNTY to utilize CITY's share of the AB939 HHW Fee to provide HHW services for CITY residents.

NOW THEREFORE, CITY and COUNTY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which CITY will participate in the Countywide Household Hazardous Waste Collection Program (CoHHW Program) available to its residents. Participating jurisdictions are those jurisdictions that enter into an AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM with the County.

2. PROGRAM FUNDING SOURCE

HHW Program services are mandated by State law, Public Resources Code Section 41500 et seq. State law authorizes cities and counties to impose fees in amounts sufficient to support planning and implementation of integrated waste management programs, including HHW elements. The AB939 HHW Fee, of \$2.60 per ton, imposed by the County as part of the AB939 Implementation Fee and collected and distributed in accordance with the AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE will be the primary source of funding for CoHHW Program services. CITY agrees that COUNTY may utilize CITY's share of the AB939 HHW fee to provide HHW Program services in accordance with the terms and conditions of this Agreement.

Funds derived from the AB939 HHW Fee will be allocated among five types of CoHHW Program service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- B. San José Facility Use Surcharge will be apportioned based on CITY residents' participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San José, CA 95133.
- C. Variable Cost Per Car is the cost associated with labor, waste disposal, transportation, and other services provided to residents at the County HHW Collection Facilities and at temporary HHW collection events. The Variable Cost Per Car is based on the estimated cost of providing a base level service to 4% of

households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."

- D. Available Discretionary Funding is allocated based on tonnage generated per participating jurisdiction, and after allocation of Fixed Program Costs, San Jose Facility Use Surcharge, and Variable Cost Per Car allocation.
- E. Abandoned Waste Disposal Costs will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations as defined in Public Resources Code Section 41904.

The projected AB939 HHW Fee Allocation by jurisdiction is set out in Attachment A, attached hereto and incorporated herein.

3. FIXED PROGRAM COST

Estimated HHW Fixed Program Costs are projected in Attachment B, attached hereto and incorporated herein. Fixed Program Costs are allocated to CITY at the conclusion of each fiscal year based on CITY's proportional share of the County population and will not exceed \$3.75 per household for Fiscal Years 2022, 2023, and 2024. Fixed Program Costs may include, but are not limited to, up to eleven (11) County HHW Program staff members, facility lease costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance and union negotiated salary and benefit changes.

4. ABANDONED WASTE DISPOSAL COST

The Abandoned Waste Disposal Cost will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations. The Abandoned Waste Disposal Cost is based on the cost to the County to dispose of abandoned waste allocated among participating jurisdictions based on their proportional share of the County population and shall not exceed \$0.05 per household. Projected Abandoned Waste Disposal Costs to the CITY based on a charge of \$.05 per household are set forth in Attachment A, attached hereto and incorporated herein.

For the purposes of this Agreement, "Nonprofit Charitable Reuser Organization" is defined in accordance with Public Resources Code Section 41904 as follows: a charitable organization, as defined in Section 501(c)(3) of the federal Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than 50 percent of its revenues from the handling and sale of those donated goods or materials.

5. SAN JOSÉ FACILITY USE SURCHARGE

The total San José Facility Use Surcharge for CITY will be based on CITY residents' proportional participation at the County Household Hazardous Waste Collection Facility located

at 1608 Las Plumas Avenue, San José. Estimated San José Facility Use Surcharges are projected in Attachment A, attached hereto and incorporated herein. The San José Facility Use Surcharge will vary depending on facility usage but will not exceed \$8.29 per car for Fiscal Years 2022, 2023, and 2024.

6. VARIABLE COST PER CAR

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County Household Hazardous Waste Collection Facilities (CoHHWCF) and at Temporary Events. The Variable Cost Per Car is estimated to be approximately \$58.20 per participating resident car for Fiscal Years 2022, 2023 and 2024. The estimated cost per car will be adjusted to reflect actual service costs. After Fixed Program Costs and San José Facility Use Surcharge are allocated on a per household basis, the Variable Cost Per Car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached in the CITY, the CoHHW Program may use the remaining balance of funds, in cooperation with the CITY, to increase public outreach and/or provide additional services in that jurisdiction the following year.

7. AVAILABLE DISCRETIONARY FUNDING

The Available Discretionary Funding portion of the AB939 HHW Fee will be allocated based on the tons of waste generated within each jurisdiction, and after allocation of Fixed Program Costs, San José Facility Use Surcharge, and Variable Cost Per Car allocation. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in that jurisdiction by the CoHHW Program, subsidizing curbside used motor oil collection, electronic waste (e-waste) collection, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events. COUNTY has discretion to determine appropriate uses of Available Discretionary Funding in accordance with the terms and conditions in this Agreement, and to apply the funding toward those uses.

8. ADMINISTRATION AND PAYMENT OF THE AB939 HHW FEE

The County of Santa Clara Recycling and Waste Reduction Division will administer the AB939 HHW Fee, as part of the existing online disposal reporting and payment system. Administration and payment will be made in accordance with the AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE and this Agreement. Notwithstanding the foregoing, the COUNTY shall maintain records of the amount, use, and distribution of Fixed Program Cost expenditures for at least five (5) years after the termination date of this Agreement, unless otherwise required by law to retain such records for a longer period. CITY may request in writing a review by COUNTY of the Fixed Program Cost records. The review shall be performed within 30 days of request and results shall be reported to participating cities in writing.

9. PROGRAM PUBLICITY

The CoHHW Program shall produce and make available to the public an HHW brochure for distribution. The brochure will be made available at various events, including but not limited to, environmental events and community fairs. The brochure may also be distributed, upon request, to cities within the County and to County residents and businesses. The CITY shall be responsible for developing and coordinating citywide awareness of the HHW Program. The CoHHW Program shall be responsible for Countywide public education for used oil recycling. CoHHW Program public awareness responsibilities shall include, but not be limited to, the following activities:

- Serving as the formal contact to the local media such as local newspapers and television news stations;
- Providing participating jurisdictions with educational materials developed for the CoHHW Program;
- Promoting oil and oil filter recycling by developing, purchasing, and distributing educational materials, media relations materials, basic art work and camera ready advertising materials for distribution countywide and for use by jurisdictions;
- Representing the program through educational presentations at schools and businesses and attendance at community events such as local fairs and festivals; and
- Providing participating jurisdictions opportunities to review and comment on the development of countywide outreach materials.

CITY's public awareness responsibilities, at the sole discretion of the CITY, shall include, but not be limited to, the following activities:

- Providing a copy of HHW promotional materials to the CoHHW Program for review for accuracy and completeness, prior to publication;
- Developing and distributing HHW promotion communications to residents for local and CITY newsletters, newspapers and to the electronic media;
- Providing the CoHHW Program with a copy of HHW promotion materials produced by the CITY; and,
- Conducting and supporting outreach and publicity to attain the goal of 4% of households in the CITY participating in the CoHHW Program.

10. TEMPORARY HHW EVENTS

COUNTY shall conduct Temporary HHW Events at various sites located in Santa Clara County. COUNTY shall obtain all necessary permits and licenses required for the Temporary HHW Events and shall provide or contract for the services of properly trained, qualified personnel and hazardous waste haulers, and shall provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at the Temporary HHW Events.

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11. HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES

COUNTY shall conduct collection operations at two County Household Hazardous Waste Collection Facilities (CoHHWCF).

The CoHHWCF are located at:

- ◆ *San Martin, 13055 Murphy Avenue, San Martin, CA 95046*
- ◆ *San José, 1608 Las Plumas, San José, CA 95133*

The COUNTY shall obtain all necessary permits and licenses required for the CoHHWCF and shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected.

12. SMALL BUSINESS RECYCLING AND DISPOSAL PROGRAM

COUNTY will provide services to accept hazardous waste from Conditionally Exempt Small Quantity Generators (CESQG) in accordance with California Health and Safety Code Section 25218.3, as amended from time to time. Eligible businesses within the County will be allowed to bring their hazardous waste to CoHHWCF. These services to businesses located within the CITY will be provided on a cost recovery basis, which will include program administration, on-site collection, transportation, and disposal costs. COUNTY will assume responsibility for fee collection from participating businesses. The CITY may choose to pay for services for CESQG's within the City of San José and will notify the COUNTY in writing with 30-day advance notice in order to exercise this option. If the CITY exercises this option, the COUNTY will invoice the CITY for all costs associated with CSQG's within the CITY. If CITY has available Discretionary Funding, COUNTY may use this funding to pay for CESQG costs. For purposes of this Agreement, CESQG has the meaning provided by Health and Safety Code Section 25218.1.

13. ABANDONED HOUSEHOLD HAZARDOUS WASTE

The CoHHW Program will allow for the disposal of abandoned HHW by government agencies and qualified nonprofit charitable reusers. Abandoned HHW means HHW left at a property by an unknown party. Abandoned household hazardous waste does not include waste generated by a known organization or agency in the course of normal business operations such as, but not limited to, the assembly or manufacture of products from new or used materials or the provision of charitable services such as classroom education, meal preparation, and shelter, or the provision of services for a fee.

A) GOVERNMENT AGENCIES

Government agencies shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for CESQGs.

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B) NONPROFIT CHARITABLE REUSER

In order to qualify as a Nonprofit Charitable Reuser, the business must submit to the County Executive a request to be so designated. The County Executive shall review the request and supporting documentation and shall make a final decision on the designation. COUNTY will accept abandoned HHW from Nonprofit Charitable Reusers and will waive disposal fees on the cost of disposal of the abandoned HHW in an annual amount not to exceed funds available from the existing unexpended abandoned waste fund. Funding for disposal available to Nonprofit Charitable Reuser shall be on a first come first serve basis. Once the cost for disposal of the abandoned HHW from Nonprofit Charitable Reusers is equal to the available funds, disposal fees shall no longer be waived, and Nonprofit Charitable Reusers shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for CESQGs. No additional costs shall be applied to the budget of the CITY or any other participating jurisdiction.

14. HOUSEHOLD HAZARDOUS WASTES ACCEPTED

HHW accepted by the CoHHW Program shall be limited to those materials that qualify as Hazardous Waste under Health and Safety Code Section 25218.1, as amended from time to time. These materials include, but are not limited to, automotive fluids, automotive and other types of batteries, latex and oil paint, oil filters, garden chemicals, household cleaners, pool chemicals, mercury thermostats, fluorescent lamps containing mercury, household batteries, e-waste and other common hazardous consumer products.

15. WASTES NOT ACCEPTED

Certain hazardous wastes shall not be accepted for collection and disposal. These include, but are not limited to, compressed gas cylinders larger than 5 gallons, radioactive materials, and explosives. Other wastes not accepted by the CoHHW Program are wastes generated as part of operating a business, including a home operated business, except that waste from CESQGs as provided for in Section 12 of this Agreement shall be accepted.

16. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY must augment funding provided under this Agreement to cover the cost of a minimum participation level of 4% of CITY households; CITY may also elect to augment funding to provide additional services to increase CITY participation beyond the 4% minimum participation level. Additional services shall be made available upon written agreement between the CITY's authorized representative and the County Executive Officer or designee. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

CITY agrees to augment up to an additional \$ 66,018 to the Countywide HHW Program during Fiscal Year 2022 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

17. INFORMATION AND APPOINTMENT LINE

COUNTY will operate a telephone information and appointment desk Monday through Friday, from the hours of 9:00 a.m. to 5:00 p.m. The information service will register residents for the Temporary HHW Events and the collections at CoHHWCF. The information service will provide information about hazardous household materials. CITY will be notified immediately if resident participation approaches a level of service that may not be supported by available funding.

18. SCHEDULING AND SITE SELECTION

COUNTY shall work with CITY to determine the date(s) of Temporary Events and collections at the CoHHWCF. CITY shall coordinate with COUNTY in locating and securing sites for Temporary HHW Events. It is recognized that some of the jurisdictions participating in the CoHHW Program may not have appropriate sites available. A proposed HHW schedule for Fiscal Year 2022 of Temporary Events and collections at CoHHWCF is included as Attachment C. COUNTY will schedule an adequate number of collection days to serve the 4% level of service. The COUNTY determines the adequate number of collection days by tracking attendance at each event.

19. OUTSIDE FUNDING

During the term of this Agreement, COUNTY may seek outside funding sources for services that would supplement existing HHW services such as permanent collection sites, equipment, retail take-back collection and operational funding. If outside funding is obtained, the CoHHW Program will, at COUNTY'S discretion, proceed with development of additional programs using that outside funding without drawing on CITY'S funding provided under this Agreement.

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20. REGIONAL GRANT AND OIL PAYMENT PROGRAM PARTICIPATION

The CITY authorizes the CoHHW Program to apply for lead agency grants, including but not limited to Used Oil Payment Program grants, from the California Department of Resources Recycling and Recovery (CalRecycle), on behalf of participating jurisdictions. The CoHHW Program will act on behalf of all participating jurisdictions, as the lead applicant and administrator. The CoHHW Program will oversee how the moneys are used and work in cooperation with CITY as to how the funds will be spent. Nothing in this section shall preclude the COUNTY or a participating jurisdiction from applying for grant funds in any case where the CoHHW Program does not apply for the grant opportunity.

21. EMERGENCY SERVICES

Participating jurisdictions, at their option, may desire to provide residents with convenient emergency opportunities to safely dispose of their HHW in the event of a disaster. The purpose of this emergency planning for HHW is to minimize potential public health and safety impacts, as well as to minimize costs and confusion. Attachment D sets out CITY and COUNTY responsibilities for the collection of household hazardous wastes in response to an emergency. CITY shall make good faith efforts to provide the public with information related to the problems associated with HHW. Upon the decision to hold an emergency collection event, it is CITY's responsibility to make a good faith effort to prepare and disseminate the necessary outreach to notify the public of an emergency collection event. An emergency collection event shall be initiated by a written request from CITY to COUNTY. Emergency collection events can be scheduled in as little as ten (10) working days of CITY's written request or at an agreed upon date thereafter. The emergency collection plan is set out in Attachment D, Household Hazardous Waste Emergency Collection Plan.

COUNTY agrees to conduct the Emergency Collection Event at a mutually agreeable site and time. The COUNTY will obtain the necessary permit from the State Department of Toxic Substances Control and will handle wastes in accordance with State law. COUNTY will bill CITY for all Emergency Collection Events on a cost recovery basis and all payments shall be due COUNTY within thirty days following the receipt of the invoice.

22. PRIVATE SPONSORED EVENTS

COUNTY may also secure funding from corporations or agencies to conduct HHW Collection Events for corporate employees and residents of participating jurisdictions and to pay for special programs such as Universal Waste collection at retail locations. The transportation, treatment and disposal liability for nonresident employee participation in these events shall be shared by all participating jurisdictions, including the CITY, and the COUNTY, as described in Section 26 of this Agreement. Summary information concerning these corporate sponsored events, if any, will be included in the CoHHW Program's annual report to the participating jurisdictions.

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23. INSURANCE REQUIREMENTS

Contractors who provide hazardous waste transportation, treatment, or disposal services shall have the required insurance as outlined in Attachment E, Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contract. Other contractors shall have insurance in amounts to be determined by COUNTY Insurance Manager, after consultation with CITY. COUNTY shall obtain insurance certificates from each of the contractors prior to the contractor providing service to the program naming the COUNTY as an additional insured.

24. WASTE TRACKING AND REPORTING

COUNTY will provide a mid-year report to CITY regarding participation rates from each participating jurisdiction by March 15 of each year. Mid-year and year end reports will outline the types and quantities of waste collected, the amount of waste diverted for reuse or recycling and the waste management method for each waste stream and associated costs for services. COUNTY will prepare a report summarizing program activities which will be delivered to the participating jurisdictions no later than six months after the end of COUNTY's fiscal year.

It will be assumed for cost and reporting purposes that each participating jurisdiction is contributing to the waste stream in proportion to the number of its residents who directly participate.

COUNTY shall take steps to assure that the bi-annual statements to jurisdictions reflect the funds necessary to cover costs for CITY participation in services scheduled during the next quarter.

25. PARTICIPATION REPORTING

COUNTY shall employ means necessary to verify the place of residence of all participants in the CoHHW Program.

26. HOLD HARMLESS AND INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITY and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead COUNTY and CITY agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.

Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 23 above.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events where non-county resident employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the cities and the COUNTY as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require CESQGs and Nonprofit Charitable Reusers to indemnify COUNTY, at minimum, for their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The CESQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to CESQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY's apportioned share of any liability for household hazardous waste.

27. TERMINATION

This Agreement may be terminated by either the COUNTY or CITY upon thirty (30) days written notice given by the terminating party.

28. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2021 to June 30, 2024, or until all revenue from the last quarter's AB939 fee payments have expended and/or distributed, whichever is later.

//

29. INDEPENDENT CONTRACTOR

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

30. EXECUTION BY COUNTERPART

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which shall together constitute one and the same instrument.

31. CONTROLLING LAW

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

32. ENTIRE AGREEMENT

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designates.

33. NOTICES

All notices and communications herein required shall be in writing to the other party as follows, unless expressly changed in writing:

CITY of Los Gatos

City Representative Dan Keller
Representative's Title Facilities and Environmental Services Manager
City Address 41 Miles Avenue
Los Gatos, CA 95030

Santa Clara County

Director
Consumer and Environmental Protection Agency
1553 Berger Drive
San José, California 95112

34. CONTRACT EXECUTION


Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect

as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM on the dates as stated below:

Date: 6/17/2021


COUNTY OF SANTA CLARA

DocuSigned by:

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JEFFREY V. SMITH
County Executive

Date: 5/5/2021

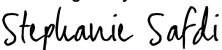
“CITY”

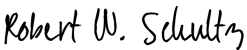
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CITY/TOWN OF LOS GATOS
Title TOWN MANAGER
A municipal corporation

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM:

DocuSigned by:

7A02E5A12C144B2...
STEPHANIE SAFDI
Deputy County Counsel

DocuSigned by:

2FE0938355B744C...
Robert Schultz
Town Attorney

Attachments:

- A Projected Fiscal Years 2022, 2023, and 2024 AB939 HHW Fee Funding Allocation by Jurisdiction
- B Estimated HHW Program Fixed Costs for Fiscal Years 2022, 2023, and 2024
- C HHW Schedule of Collection Events for Fiscal Year 2022
- D Household Hazardous Waste Emergency Collection Plan
- E Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contracts

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ATTACHMENT A: PROJECTED FISCAL YEARS 2022-2024 ANNUAL HHW FEE FUNDING ALLOCATION BY JURISDICTION

Cities	No of Households	4% of Households	Disposal Tonnage	AB939 HHW Fee \$2.60 per Ton	Fixed Cost \$3.75 per HH	SJ Facility \$8.29 Surcharge	Variable Cost \$58.20 per Car	Abandoned Waste Disposal Cost \$.05 per Household	Discretionary Fund	Estimated Augmentation	Anticipated Participation	Anticipated Participation at SJ Facility
Campbell	18,158	726	40,970	\$ 106,521	\$ 68,093	\$ 7,162	\$ 42,272	\$ 908	\$ (11,913)	\$ 45,525	1,268	1,221
Cupertino	21,050	842	41,603	\$ 108,168	\$ 78,938	\$ 4,242	\$ 49,004	\$ 1,053	\$ (25,068)	\$ 36,963	1,034	723
Gilroy	16,676	667	53,681	\$ 139,571	\$ 62,535	\$ 1,086	\$ 38,822	\$ 834	\$ 36,295	\$ 23,027	1,038	185
Los Altos	11,677	467	17,678	\$ 45,963	\$ 43,789	\$ 4,188	\$ 27,184	\$ 584	\$ (29,781)	\$ 90,803	1,451	714
Los Altos Hills	3,180	127	9,303	\$ 24,188	\$ 11,925	\$ 958	\$ 7,403	\$ 159	\$ 3,743	\$ 4,413	259	163
Los Gatos	13,637	545	25,338	\$ 65,878	\$ 51,139	\$ 6,784	\$ 31,747	\$ 682	\$ (24,474)	\$ 66,018	1,216	1,157
Milpitas	22,553	902	100,225	\$ 260,586	\$ 84,574	\$ 5,247	\$ 52,503	\$ 1,128	\$ 117,135	\$ 24,851	1,303	895
Monte Sereno	1,383	55	1,278	\$ 3,323	\$ 5,186	\$ 789	\$ 3,220	\$ 69	\$ (5,941)	\$ 11,138	139	135
Morgan Hill	15,350	614	43,759	\$ 113,774	\$ 57,563	\$ 2,252	\$ 35,735	\$ 768	\$ 17,456	\$ 78,579	1,881	384
Mountain View	36,727	1,469	77,033	\$ 200,285	\$ 137,726	\$ 4,700	\$ 85,500	\$ 1,836	\$ (29,478)	\$ 39,356	1,628	802
Palo Alto	29,298	0	63,437	\$ 164,936		\$ -	\$ -	\$ 1,465	\$ 163,471			
San Jose	336,507	13,460	810,331	\$ 2,106,860	\$ 1,261,901	\$ 114,172	\$ 783,388	\$ 16,825	\$ (69,427)	\$ 476,507	20,026	19,470
Santa Clara	48,975	1,959	160,175	\$ 416,455	\$ 183,656	\$ 9,178	\$ 114,014	\$ 2,449	\$ 107,157	\$ 121,604	3,920	1,565
Saratoga	11,301	452	19,996	\$ 51,990	\$ 42,379	\$ 4,458	\$ 26,309	\$ 565	\$ (21,720)	\$ 45,244	831	760
Sunnyvale	60,273	2,411	116,128	\$ 301,932	\$ 226,024	\$ 6,717	\$ 140,316	\$ 3,014	\$ (74,138)	\$ 152,321	3,672	1,145
Unincorporated	18,558	742	38,112	\$ 99,092	\$ 69,593	\$ 4,640	\$ 43,203	\$ 928	\$ (19,271)	\$ 57,932	1,677	791
Total	665,303	25,440	1,619,047	\$ 4,209,522	\$ 2,385,019	\$ 176,572	\$ 1,480,620	\$ 33,265	\$ 134,047	\$ 1,274,282	41,345	30,110

Notes: Number of HH and Disposal tonnage are based on FY2019-2020 actuals. Anticipated participation and anticipated participation at SJ facility are based on 15% increase from FY2018-2019 actual participation.

**ATTACHMENT B: ESTIMATED ANNUAL HHW PROGRAM FIXED COSTS
FOR FISCAL YEARS 2022, 2023, AND 2024**

FIXED COST		
Staff Salary and Benefits		\$1,568,216
County Admin Overhead		\$421,899
County Counsel		\$13,650
Phones and Communications		\$10,605
Facilities Lease Costs	San Jose	\$176,572
Vehicle Costs		\$34,125
Office Supplies and postage		\$1,916
Maintenance, Software		\$115,500
HHW Hotline		\$50,000
Garbage & Utilities		\$36,488
Membership & Dues		\$15,750
Training & Conference		\$5,250
Safety Wear		\$21,840
Printing		\$13,583
Other Services & Supplies		\$56,175
ESTIMATED ANNUAL TOTAL		\$2,541,568

**ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY
COLLECTION EVENTS FOR FISCAL YEAR 2021-2022***

2021/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
July	Thurs,Fri	1,2	San Jose	Permanent	
	Saturday	3	No Event	No Event	4th OF JULY WEEK
	Wed,Thurs,Fri,Sat	7,8,9,10	San Jose	Permanent	
	Fri,Sat	9,10	San Martin	Permanent	
	Thurs,Fri,Sat	15,16,17	San Jose	Permanent	
	Saturday	17	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	21,22,23,24	San Jose	Permanent	
	Thurs,Fri,Sat	29,30,31	San Jose	Permanent	
August	Wed,Thurs,Fri,Sat	4,5,6,7	San Jose	Permanent	
	Fri,Sat	6,7	San Martin	Permanent	
	Thurs,Fri,Sat	12,13,14	San Jose	Permanent	
	Saturday	14	Mountain View	Temporary	TBD
	Wed,Thurs,Fri,Sat	18,19,20,21	San Jose	Permanent	
	Thurs,Fri,Sat	26,27,28	San Jose	Permanent	
September	Wed,Thurs,Fri	1,2,3	San Jose	Permanent	
	Saturday	4	No Event	No Event	LABOR DAY WEEKEND
	Thurs,Fri,Sat	9,10,11	San Jose	Permanent	
	Fri,Sat	10,11	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	15,16,17,18	San Jose	Permanent	
	Saturday	18	Santa Clara	Temporary	TBD
	Wed,Thurs,Fri,Sat	22,23,24,25	San Jose	Permanent	
	Thursday	30	San Jose	Permanent	
October	Fri,Sat	1,2	San Jose	Permanent	
	Fri, Sat	1,2	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	6,7,8,9	San Jose	Permanent	
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Saturday	16	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	20,21,22,23	San Jose	Permanent	
	Thurs,Fri,Sat	28,29,30	San Jose	Permanent	
November	Wed,Thurs,Fri,Sat	3,4,5,6	San Jose	Permanent	
	Fri, Sat	5,6	San Martin	Permanent	
	Fri,Sat	12,13	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	17,18,19,20	San Jose	Permanent	
	Tuesday	23	San Jose	Permanent	
	Thurs,Fri,Sat	25,26,27	No Event	No Event	THANKSGIVING
December	Wed,Thurs,Fri,Sat	1,2,3,4	San Jose	Permanent	
	Fri, Sat	3,4	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	8,9,10,11	San Jose	Permanent	
	Thurs,Fri,Sat	16,17,18	San Jose	Permanent	
	Tues,Wed,Thurs	21,22,23	San Jose	Permanent	
	Fri,Sat	24,25	No Event	No Event	CHRISTMAS
	Tues,Wed,Thurs	28,29,30	San Jose	Permanent	
	Friday	31	No Event	No Event	NEW YEAR's DAY

**ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY
COLLECTION EVENTS FOR FISCAL YEAR 2021-2022* (Continued)**

2022/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
2022/Jan	Saturday	1	No Event	No Event	NEW YEAR's DAY
	Thurs,Fri,Sat	6,7,8	San Jose	Permanent	
	Fri, Sat	7,8	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	12,13,14,15	San Jose	Permanent	
	Saturday	15	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	19,20,21,22	San Jose	Permanent	
	Thurs,Fri,Sat	27,28,29	San Jose	Permanent	
	Saturday	29	Santa Clara	Temporary	TBD
February	Wed,Thurs,Fri,Sat	2,3,4,5	San Jose	Permanent	
	Fri, Sat	4,5	San Martin	Permanent	
	Thurs,Fri,Sat	10,11,12	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	16,17,18,19	San Jose	Permanent	
	Thurs,Fri,Sat	24,25,26	San Jose	Permanent	
March	Wed,Thurs,Fri,Sat	2,3,4,5	San Jose	Permanent	
	Fri, Sat	4,5	San Martin	Permanent	
	Thurs,Fri,Sat	10,11,12	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	16,17,18,19	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	23,24,25,26	San Jose	Permanent	
April	Fri,Sat	1,2	San Jose	Permanent	
	Fri, Sat	1,2	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	6,7,8,9	San Jose	Permanent	
	Saturday	9	Los Altos	Temporary	TBD
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Saturday	16	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	20,21,22,23	San Jose	Permanent	
	Thurs,Fri,Sat	28,29,30	San Jose	Permanent	
	Saturday	30	Santa Clara	Temporary	TBD
May	Wed,Thurs,Fri,Sat	4,5,6,7	San Jose	Permanent	
	Fri, Sat	6,7	San Martin	Permanent	
	Thurs,Fri,Sat	12,13,14	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	18,19,20,21	San Jose	Permanent	
	Thurs,Fri	26,27	San Jose	Permanent	
	Saturday	28	No Event	No Event	MEMORIAL DAY WEEKEND
June	Wed,Thurs,Fri,Sat	1,2,3,4	San Jose	Permanent	
	Fri, Sat	3,4	San Martin	Permanent	
	Thurs,Fri,Sat	9,10,11	San Jose	Permanent	
	Wed,Thurs	15,16	San Jose	Permanent	
	Friday	17	No Event	No Event	JUNETEENTH DAY
	Saturday	18	San Jose	Permanent	
	Saturday	25	Milpitas	Temporary	TBD
	Thurs,Fri,Sat	23,24,25	San Jose	Permanent	
	Wed,Thurs	29,30	San Jose	Permanent	
*SUBJECT TO CHANGE					

ATTACHMENT D:

**COUNTY HOUSEHOLD HAZARDOUS WASTE
EMERGENCY COLLECTION PLAN**

1. PURPOSE

The purpose of the Household Hazardous Waste Emergency Collection Plan is to minimize potential public health and safety impacts, as well as to minimize costs and confusion during an emergency or disaster. This Attachment describes the services the County can provide and the responsibilities of each party for the collection of household hazardous wastes (HHW) in response to an emergency as defined by the local jurisdiction.

Jurisdictions should contact local emergency agencies, the Governor's Office of Emergency Services (OES), and the Department of Toxic Substances Control (DTSC) for more specific information on hazardous materials emergency response.

2. Timing of HHW

While it is important to have special collection opportunities for disaster-related HHW as soon as possible to avoid illegal disposal or harm to people and/or the environment, having an event or service too soon after a disaster may result in low participation. Sufficient public notification, assessment and monitoring of the disaster and cleanup process by the designated City HHW Coordinator(s) is essential.

3. Public Information/Notification:

Cities should be prepared to provide the public with information related to the problems associated with HHW along with information about special collection events and services. Upon the decision to hold an emergency collection event, it is the City's responsibility to prepare and deliver the necessary public outreach to notify the public of an upcoming event. A City's public outreach program should evaluate all forms of media including: newspaper ads, posters, flyers, press releases, banners, door-to-door notices, roadside signs, signs on dumpsters, radio public service announcements, social media outlets and television public access stations. Be aware of communities where multiple language outreach efforts will be necessary.

4. State HHW Collection Permits

The State Department of Toxic Substances Control (DTSC) is responsible for issuing the necessary state permits for HHW collection facilities. During an emergency, the County will obtain the necessary emergency permit for special collection of household hazardous waste from DTSC through their expedited approval process.

5. Collection Events

Temporary collection events can be set-up at various sites including parking lots, city maintenance yards, within neighborhoods needing service, and at landfills or a centralized location to service larger segments of the population. Waste collected will be transported with a transportation vehicle provided by the HHW Program. In addition, events can be scheduled at the two existing Countywide Household Hazardous Waste Collection Facilities (CoHHWCF). The following options are available to each participating City.

- Neighborhood Drop-off Events: The County is able to provide localized service to specific areas in need of household hazardous waste collection services. The County will work with City Solid Waste Coordinators to conduct coordinated efforts to residents in the affected area. After a specific event, waste will be transported by County staff or a hazardous waste contractor to an appropriate facility.
- Mobile HHW Event: The County conducts Household Hazardous Waste Collection Event (Events) at various sites located in Santa Clara County throughout the year. Events will be expanded to give priority to disaster victims when requested by the City. The County shall obtain all necessary permits and licenses required for the events and shall provide and/or contract for the services of properly trained personnel and hazardous waste haulers. The County shall also provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at events.
- CoHHWCF: The County operates two permitted HHW collection facilities for the collection and storage of HHW. The County shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected at the CoHHWCF.

The CoHHWCF are located at:

- *San Martin, 13055 Murphy Ave, San Martin*
- *San Jose, 1608 Las Plumas, San Jose*

6. Costs, Documentation, and Reimbursements

Cities will be billed on a cost recovery basis. Costs of emergency events will be tracked and billed separately. Emergency funding applications pending from the State or Federal government for reimbursements in no way relieves the City of responsibility to make timely payment to the County in accordance with the terms of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

The County agrees to provide the City with a detailed accounting of services provided for an emergency collection. Documentation will track the time and materials of staff, outside contractor expenses, and quantities and types of waste collected to demonstrate that the wastes were generated above and beyond existing collection programs.

Services to businesses will be provided on a cost recovery basis and according to Section 12 of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM, which includes program administration, on-site collection,

transportation, and disposal costs. The County will assume responsibility for collecting fees from participating businesses.

7. State and Federal Assistance and Funds

It is the City responsibility to pursue reimbursement from State or Federal agencies.

State Office of Emergency Services (OES)

The OES is responsible for requesting assistance on behalf of local jurisdictions for resources beyond the capability of the jurisdiction. State assistance may include assistance available from State, Federal, or private sources. If a local jurisdiction is declared a state disaster area, and the local jurisdiction deems that the needs of the disaster response are beyond its capabilities, then the local jurisdiction can request assistance and reimbursement of costs from OES.

Follow Standardized Emergency Management System (SEMS)

All requests and emergency responses must be in accordance with the SEMS. The State Department of Toxic Substances Control may have funding available for hazardous waste response and collection.

Federal Assistance

If a state disaster area is declared a federal disaster, then federal funding assistance may be available through the State OES. Funding and assistance may be available from Federal agencies such as FEMA and the U.S. EPA.

Damage estimates: The city should provide to the State OES estimates of damages and a "scope of work requested." It is recommended that the local HHW coordinator meet ahead of time with local emergency agencies or State OES contacts regarding the proper procedures and wording of requests for assistance.

Funding Process: The funding process may vary depending on the unique circumstances of the disaster. The process can either be the traditional FEMA reimbursement process, or by direct assistance from EPA.

REFERENCES

California Integrated Waste Management Board, Integrated Waste Management Disaster Plan: Guidance for local government on disaster debris management, January 1997.

Emergency Planning Contacts and Personnel

Primary County Contact: County of Santa Clara
Consumer and Environmental Protection Agency
Recycling and Waste Reduction Division
Household Hazardous Waste Program
ATTN: Hazardous Materials Program Manager
(408)-918-1967

For Non-Emergency after-hours, contact County Communications at: (408) 977-3220

Responsibility: Coordinate and establish proper collection and disposal methods for household hazardous waste. Assess the need for HHW and CESQG services in consultation with the City and other operations.

Cal OES Public Safety Communications Main Office

601 & 630 Sequoia Pacific Boulevard
Sacramento, CA 95811
(916) 657-9494

Cal OES

3650 Schriever Avenue
Mather, CA 95655-4203
(916) 845-8510

CHEMTREC Emergency number, (800) 424-9300
Non-emergency (800) 262-8200

Chemtrec is a public service established by the Chemical Manufacturers Association. The Center was developed as a resource for obtaining immediate emergency response information to mitigate accidental chemical releases, and as a means for emergency responders to obtain technical assistance from chemical industry product safety specialists, emergency response coordinators, toxicologists, physicians, and other industry experts to safely mitigate incidents involving chemicals.

EXHIBIT B-2D (revised)

INSURANCE REQUIREMENTS FOR
ENVIRONMENTAL SERVICES CONTRACTS

(Hazardous Waste Disposal, Remediation Services, Environmental Consulting, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2D (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2D (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles. Coverage shall include Environmental Impairment Liability Endorsement MCS90 for contracts requiring the transportation of hazardous materials/wastes.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Contractors Pollution Liability Insurance

Coverage shall provide a minimum of not less than five million dollars (\$5,000,000) per occurrence and aggregate for bodily injury, personal injury, property damage and cleanup costs both on and offsite.

7. Professional Errors and Omissions Liability Insurance (required for contractors providing professional services, such as through a professional engineer, registered geologist, etc.)

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.

EXHIBIT B-2D (revised)

- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

8. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
- 3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
- 4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or

EXHIBIT B-2D (revised)

countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 05/03/2022

ITEM NO: 12

DATE: April 27, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute a Third Amendment to the Agreement for Services with Brightview Tree Care Services, Inc. to Increase Compensation for Fiscal Year 2021/22 in an Amount of \$25,000 for a Total Annual Amount Not to Exceed \$125,000, for a Total Agreement Amount Not to Exceed \$966,000

RECOMMENDATION:

Authorize the Town Manager to execute a third amendment (Attachment 1) to the Agreement for Services with Brightview Tree Care Services, Inc. to increase compensation for Fiscal Year (FY) 2021/22 in an amount of \$25,000 for a total annual amount not to exceed \$125,000, for a total agreement amount not to exceed \$966,000.

BACKGROUND:

The Town of Los Gatos utilizes contractual tree trimming and removal services to maintain the Town's urban forest. On June 5, 2018, the Town Council authorized the Town Manager to execute a five-year Agreement for Services (Attachment 2) with Brightview Tree Care Services, Inc. for tree trimming and maintenance services. The original agreement included \$247,000 for year one of the agreement and \$100,000 plus annual consumer price index adjustments annually thereafter.

On August 7, 2019, Council authorized the Town Manager to execute a first amendment to the Agreement for Services to provide for an additional \$100,000 for FY 2019/20.

On June 2, 2020, Council authorized the Town Manager to execute a second amendment (Attachment 3) to the Agreement for Services to increase compensation for FY 2019/20 and FY

PREPARED BY: Jim Harbin
Superintendent

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, and Interim Director of Parks and Public Works

PAGE 2 OF 3

SUBJECT: Authorize the Town Manager to Execute a Third Amendment to the Agreement for Services with Brightview Tree Services, Inc.

DATE: April 27, 2022

BACKGROUND (continued):

2020/21 in amounts of \$47,000 and \$147,000 respectively for total annual contract amounts not to exceed \$247,000. Compensation for years four and five of the agreement were to remain at \$100,000 annually.

On December 7, 2021, Council authorized the Town Manager to execute a second Agreement for Services (Attachment 4) with West Coast Arborists (WCA) in an amount not to exceed \$100,000 to supplement unmet tree maintenance services as Brightview Tree Services struggled to keep up with the workload.

DISCUSSION:

While waiting for the contract with WCA to process and be fully executed, safety related work needing immediate attention had to continue. Brightview Tree Care Services performed the work; however, their contract had already reached the compensation limits. This amendment increases the Brightview Tree Service contract by \$25,000 to allow payment of the emergency safety services performed.

Staff will create change orders to the current purchase orders by reducing the WCA amount by \$25,000 and adding \$25,000 to Brightview to address the overage.

CONCLUSION:

Authorize the Town Manager to execute a third amendment to the Agreement for Services with Brightview Tree Care Services, Inc. to increase compensation for FY 2021/22 in an amount of \$25,000 for a total annual amount not to exceed \$125,000, for a total agreement amount not to exceed \$966,000.

FISCAL IMPACT:

The Adopted FY 2021/22 Operating Budget has sufficient funds for tree maintenance. This action will have no additional fiscal impact.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

PAGE 3 OF 3

SUBJECT: Authorize the Town Manager to Execute a Third Amendment to the Agreement
for Services with Brightview Tree Services, Inc.

DATE: April 27, 2022

Attachments:

1. Third Amendment to the Agreement for Services (Brightview Tree Care Services, Inc.)
2. Agreement and First Amendment (Brightview Tree Care Services, Inc.)
3. Second Amendment to the Agreement for Services (Brightview Tree Care Services, Inc.)
4. Agreement for Services (West Coast Arborists)

THIRD AMENDMENT TO AGREEMENT FOR SERVICES

This THIRD AMENDMENT TO AGREEMENT is dated for identification this 18th day of April 2022 and amends that certain Second Amendment to Agreement for Services dated June 2, 2020, made by and between the Town of Los Gatos, ("Town,") and BrightView Tree Care Services Inc. ("Service Provider").

RECITALS

- A. Town and Service Provider entered into an Agreement for Services on June 5, 2018, ("Agreement"), and a First Amendment to Agreement for Services on August 20, 2019, and a Second Amendment to Agreement for Services on June 2, 2020, copies of which are attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to amend the Agreement for Services to provide additional funds for FY 2021/22.

AMENDMENT

- 1. 2.6 Compensation – amendment shall read:

Compensation for year 1 (Fiscal Year 2018/19) of this agreement was **\$247,000**.

Compensation for year 2 (Fiscal Year 2019/20) of this agreement was **\$247,000**, and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year.

Compensation for year 3 (Fiscal Year 2020/21) of this agreement was **\$247,000**, and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year.

Compensation for year 4 (Fiscal Year 2021/22) of this agreement **shall increase \$25,000, for a total amount not to exceed \$125,000** and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount of \$100,000.

Compensation for year 5 (Fiscal Year 2022/23) of this agreement **shall remain the same: a total amount not to exceed \$100,000** and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount of \$100,000.

The total agreement amount **shall not to exceed \$966,000**.

2. All other terms and conditions of the Agreement remain in full force and effect.
IN WITNESS WHEREOF, the Town and Service Provider have executed this Amendment.

Town of Los Gatos

BrightView Tree Care Services Inc. by:

By: _____
Laurel Prevetti, Town Manager

Department Approval:

Name/Title

Timm Borden
Interim Director of Parks and Public Works

Approved as to Form:

Attest:

Robert Schultz, Town Attorney

Shelley Neis, CMC, Town Clerk

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

This FIRST AMENDMENT TO AGREEMENT is dated for identification this 20th day of August 2019 and amends that certain Agreement for Services dated June 5, 2018, made by and between the Town of Los Gatos, ("Town,") and BrightView Tree Care Services Inc. ("Service Provider").

RECITALS

- A. Town and Service Provider entered into an Agreement for Services on June 5, 2018, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to amend the Agreement for Services to provide additional funds for FY 2019/20.

AMENDMENT

1. 2.6 Compensation shall read: Compensation for the first year **shall not exceed \$247,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.

Compensation for year two of this agreement **shall not exceed \$200,000** and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year.

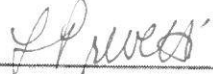
Compensation for years three through five of this agreement **shall not exceed \$100,000** annually and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount of \$100,000.

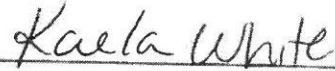
2. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Amendment.

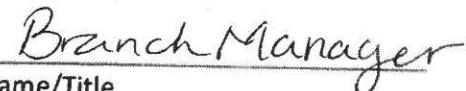
Town of Los Gatos

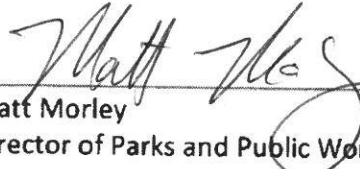
BrightView Tree Care Services Inc. by:

By: 
Laurel Prevetti, Town Manager




Department Approval:


Name/Title


Matt Morley
Director of Parks and Public Works

Approved as to Form:

Attest:


Robert Schultz, Town Attorney


Shelley Neis, CMC, Town Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification this 5th of June 2018 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and BrightView Tree Care Services, ("Service Provider"), whose address is 530 Aldo Avenue, San Jose, CA 95054. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Service Provider to provide tree trimming maintenance services.
- 1.2 The Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on April 25, 2018, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin on **July 1, 2018** and will continue through **June 30, 2023**, subject to appropriation of funds, notwithstanding any other provision in this agreement.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or

at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.

- 2.6 Compensation. Compensation for services shall not exceed \$247,000 for the first year, inclusive of all costs. Payment shall be based upon Town approval of each task. Compensation for years two through five of this agreement shall not exceed \$100,000 and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount of \$100,000.
- 2.7 Failure to Perform. It is mutually agreed by SERVICE PROVIDER and TOWN that in the event that performance of the work by SERVICE PROVIDER under this Agreement is not completed as scheduled, TOWN will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, SERVICE PROVIDER shall pay to TOWN the sum of one hundred dollars (\$100.00) per location per scheduled service in liquidated damages for every missed service beyond three missed services in a month in addition to reducing the monthly payment by the cost of that service. In the event that the liquidated damages are not paid, SERVICE PROVIDER agrees that TOWN may deduct the amount of unpaid damages from any money due or that may become due to SERVICE PROVIDER under this Agreement.
- 2.8 Schedule. Service Provider shall provide a schedule to the Town prior to beginning work. The schedule shall identify dates of service for each location. Schedule changes shall be approved by the Town with 24-hour notice. Each missed location shall be considered a failure to perform, unless the contractor provides advance notice of schedule change.
- 2.9 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.10 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.
- 2.11 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.12 Independent Service Provider. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent Service Provider and not an agent or employee of the Town. As an independent Service Provider, he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.
- 2.13 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this

employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

- 2.14 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subService Providers do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
 - iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subService Providers employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subService Provider.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the

same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Prevailing Wages. In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. Service Provider will be required to pay to all persons employed on the project by the Service Provider sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents may be obtained from the State of California.

Pursuant to Labor Code section 1725.5, no Service Provider or subService Provider may be awarded a contract for public works on a public works project unless registered with the Department of Industrial Relations.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations and/or the Town of Los Gatos.

The Service Provider is required to post notices on Public Works requirements.

- 4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

BrightView Tree Care Services
530 Aldo Avenue
San Jose, CA 95054

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

- 4.8 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any

attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

- 4.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.


IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos by:




Laurel Prevetti, Town Manager

BrightView Tree Care Services, Inc. by:



Mike Carter

Recommended by:

For 

Matt Morley, Director of Parks and Public Works

Vice President / General Manager

Title

Approved as to Form:



Robert Schultz, Town Attorney

**ATTACHMENT D
 BID PRICE SHEET**

For all services described below, unless excluded by the Town in description of services below, the Town shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Bidder to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of bid.

A. GENERAL SERVICES

	DESCRIPTION, WITH UNIT PRICE IN WORDS. (PRICE IS INCLUSIVE OF ALL APPLICABLE TAXES AND FEES)	UNIT PRICE	ESTIMATED UNITS	EXTENDED PRICE
1.	Annual routine trimming based on tree trimming in pre-designed districts, grids or parks on a set cycle, and includes all trees (small, medium, and large-sized).	Per-tree	700 @ \$95 each	\$ 66,500.00
2.	Service request tree trimming consist of trimming trees outside the grid trimming cycle.			
	0" - 6"	Per tree	3 @ \$72 each	\$ 216
	7" - 12"	Per tree	10 @ \$95 each	\$ 950
	13" - 18"	Per tree	10 @ \$144 each	\$ 1,450
	19" - 24"	Per tree	20 @ \$190 each	\$ 4,700
	25" and over	Per tree	10 @ \$210 each	\$ 2,850
3.	Tree removal (excludes stump removal)			
	0" - 6"	Per tree	5 @ \$95 each	\$ 475
	7" - 12"	Per tree	15 @ \$237 each	\$ 3,555
	13" - 18"	Per tree	20 @ \$522 each	\$ 10,440
	19" - 24"	Per tree	10 @ \$760 each	\$ 7,600
	25" and over	Per tree	5 @ \$1,920 each	\$ 9,600
4.	Stump removal			
	0" - 6"	Per stump	5 @ \$57 each	\$ 285
	7" - 12"	Per stump	15 @ \$114 each	\$ 1,710
	13" - 18"	Per stump	20 @ \$171 each	\$ 3,420
	19" - 24"	Per stump	10 @ \$228 each	\$ 2,280
	25" and over	Per stump	5 @ \$342 each	\$ 1,710
A.	SUB-TOTAL - GENERAL SERVICES			\$ 117,741.00

B. CREW RENTAL AND EMERGENCY SERVICES

	Fully equipped crew as defined. Includes all labor, equipment, tool, traffic control, disposal costs, and zero material markups	UNIT PRICE	ESTIMATED UNITS	EXTENDED PRICE
STRAIGHT TIME				
1.	4 Man crew with Equipment	Per hour	20 @ \$300	\$6,000
2.	3 Man crew with Equipment	Per hour	40 @ \$225	\$9,000
3.	2 Man crew with Equipment	Per hour	20 @ \$150	\$3,000
OVERTIME/WEEKENDS/EMERGENCY AFTER HOURS CALL OUT				
4.	4 Man crew with Equipment	Per hour	10 @ \$380	\$3,800
5.	3 Man crew with Equipment	Per hour	10 @ \$285	\$2,850
6.	2 Man crew with Equipment	Per hour	20 @ \$190	\$3,800
B.	SUB-TOTAL - CREW RENTAL & EMERGENCY SERVICES			\$ 28,450.00

C. OTHER COSTS

	DESCRIPTION, WITH UNIT PRICE IN WORDS. (PRICE IS INCLUSIVE OF ALL APPLICABLE TAXES AND FEES)	UNIT PRICE	ESTIMATED UNITS	EXTENDED PRICE
1.	Cost for crown, trees requiring trimming more than 25% of foliage at one time, or crown shaping or crown reduction. 0-6" 7-12" 13-18" 19-24" 25" and over	Per tree Per tree Per tree Per tree Per tree	3 @ \$72 each 10 @ \$95 each 10 @ \$145 each 10 @ \$235 each 20 @ \$285 each	\$ 216 \$ 950 \$ 1,450 \$ 2,350 \$ 5,700
2.	Specialty equipment - 50-ton crane per hour -95-foot aerial tower per hour	Per hour Per hour	5 @ \$265 each 15 @ \$250 each	\$ 1,325 \$ 3,750
3.	Tree planting and installation services: (Price includes labor, equipment, root irrigation device, and staking; assume trees to be provides by the Town) -15" gallon -24" box -36" box -48" box	Per tree Per tree Per tree Per tree	40 @ \$130 each 20 @ \$260 each 10 @ \$390 each 5 @ \$650 each	\$ 5,200 \$ 5,200 \$ 3,900 \$ 3,250
4.	Arborist services & report writing per hour	Per hour	10 @ \$120 each	\$ 1,200
5.	Tree watering per day (Assume 1 worker watering 8 hours)	Per day	40 @ \$600 each	\$ 24,000
6.	GPS tree inventory data collection	Per tree site	14,000 @ \$3 each	\$ 42,000
C.	SUB -TOTAL -OTHER COST			\$ 100,491.00
	GRAND TOTAL (A+B+C)			\$ 246,682.00

SECOND AMENDMENT TO AGREEMENT FOR SERVICES

This SECOND AMENDMENT TO AGREEMENT is dated for identification this 2ND day of June 2020 and amends that certain First Amendment to Agreement for Services dated August 20, 2019, made by and between the Town of Los Gatos, ("Town,") and BrightView Tree Care Services Inc. ("Service Provider").

RECITALS

- A. Town and Service Provider entered into an Agreement for Services on June 5, 2018, ("Agreement"), and a First Amendment to Agreement for Services on August 20, 2019, copies of which are attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to amend the Agreement for Services to provide additional funds for FY 2019/20 and 2020/21.

AMENDMENT

- 1. 2.6 Compensation – amendment shall read:

Compensation for year 1 (Fiscal Year 2018/19) of this agreement was **\$247,000**.

Compensation for year 2 (Fiscal Year 2019/20) of this agreement **shall increase \$47,000, for a total annual amount not exceed \$247,000** and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year.

Compensation for year 3 (Fiscal Year 2020/21) of this agreement **shall increase \$147,000, for a total annual amount not exceed \$247,000** and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year.

Compensation for years 4 and 5 (Fiscal Years 2021/22 and 2022/23) of this agreement **shall not exceed \$100,000** and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year.

If the CPI indicates a downward adjustment, compensation would remain at the base amount of \$100,000.

The total agreement amount **shall not to exceed \$941,000.**

- 2. All other terms and conditions of the Agreement remain in full force and effect.
IN WITNESS WHEREOF, the Town and Service Provider have executed this Amendment.

Town of Los Gatos

BrightView Tree Care Services Inc. by:

DocuSigned by:

 By: _____ 6/22/2020
853FEEA2EB39470...
 Laurel Prevetti, Town Manager


DocuSigned by:


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General Manager

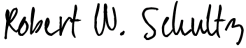
Name/Title


Department Approval:

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 Matt Morley
 Director of Parks and Public Works

Approved as to Form:

Attest:

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 _____ 6/22/2020
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 Robert Schultz, Town Attorney

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 Shelley Neis, CMC, Town Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification this 8th day of December 2021, and is made by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and West Coast Arborists, INC., (“Service Provider”), whose address is 2200 E. Via Burton St., Anaheim, CA 92806. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town sought proposals for the services described in this Agreement, and Service Provider was found to be the most qualified service provider for this purchase.
- 1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Town desires to engage Service Provider to provide Supplemental Tree Maintenance Services.
- 1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on October 22, 2021, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin upon execution and will continue through June 30, 2022, subject to appropriation of funds, notwithstanding any other provision in this agreement.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are

the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.

- 2.6 Compensation. Compensation for services shall not exceed \$100,000 inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town

employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.

2.11 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.12 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

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

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

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

- 3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.
- 4.4.1 The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor

is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

- 4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
- 4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
- 4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
- 4.4.5 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
- 4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than

\$25,000 for construction alternation, demolition or repair work, registration is not required.

4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney’s fee relating to such fine.

4.4.9 The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

4.5 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.

4.6 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

West Coast Arborists, INC.
2200 E. Via Burton Street
Anaheim, CA 92806

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

4.8 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos by:

West Coast Arborists Inc., by:

DocuSigned by:

Laurel Prevetti

12/28/2021

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Laurel Prevetti, Town Manager

DocuSigned by:

[Signature]

12/21/2021

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Recommended by:

DocuSigned by:

Matt Morley

12/22/2021

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Matt Morley, Director of Parks and Public Works

President

Title

Approved as to Form:

DocuSigned by:

Robert W. Schultz

12/27/2021

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Robert Schultz, Town Attorney

Attest:

DocuSigned by:

Shelley Neis

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Shelley Neis, MMC, CPMC, Town Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 05/03/2022

ITEM NO: 13

DATE: April 26, 2022

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Landscape and Lighting Assessment Districts 1 & 2

- a. Adopt a Resolution (Attachment 1) Approving the Engineer's Report (Attachment 8) for Fiscal Year 2022/23.
- b. Adopt a Resolution (Attachment 2) of Intention to Order the Levy and Collection of Assessments for Landscape and Lighting District No. 1- Blackwell Drive Benefit Zone.
- c. Adopt a Resolution (Attachment 3) of Intention to Order the Levy and Collection of Assessments for Landscape and Lighting District No. 1- Kennedy Meadows Benefit Zone.
- d. Adopt a Resolution (Attachment 4) of Intention to Order the Levy and Collection of Assessments for Landscape and Lighting District No. 1-Santa Rosa Heights Benefit Zone.
- e. Adopt a Resolution (Attachment 5) of Intention to Order the Levy and Collection of Assessments for Landscape and Lighting District No. 1- Vasona Heights Benefit Zone.
- f. Adopt a Resolution (Attachment 6) of Intention to Order the Levy and Collection of Assessments for Landscape and Lighting District No. 1- Hillbrook Drive Benefit Zone.
- g. Adopt a Resolution (Attachment 7) of intention to Intention to Order the Levy and Collection of Assessments for Landscape and Lighting District No. 2-Gemini Court Benefit Zone.
- h. Set June 21, 2022 as the Date for the Public Hearing to Consider Protests for the Levy and Collection of Assessments.

PREPARED BY: Meredith Johnston
Administrative Technician

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, and Interim Director of Parks and Public Works

RECOMMENDATION:

Staff recommends that the Town Council:

- a. Adopt a Resolution (Attachment 1) approving the Engineer's Report (Attachment 8) for Fiscal Year (FY) 2022/23.
- b. Adopt a Resolution (Attachment 2) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1-Blackwell Drive Benefit Zone.
- c. Adopt a Resolution (Attachment 3) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1-Kennedy Meadows Benefit Zone.
- d. Adopt a Resolution (Attachment 4) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1-Santa Rosa Heights Benefit Zone.
- e. Adopt a Resolution (Attachment 5) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1-Vasona Heights Benefit Zone.
- f. Adopt a Resolution (Attachment 6) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1-Hillbrook Drive Benefit Zone.
- g. Adopt a Resolution (Attachment 7) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 2-Gemini Court Benefit Zone.
- h. Set June 21, 2022 as the date for the public hearing to hear and consider and consider protests for the levy and collection of assessments.

BACKGROUND:

On April 19, 2022, the Town Council adopted a Resolution 2022-018 (Attachment 9) describing improvements and directing the preparation of the Engineer's Report for FY 2022/23 for Landscape and Lighting Assessment Districts No. 1 and 2.

DISCUSSION:

In accordance with the adopted Resolution and pursuant to the requirements of the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500), the Engineer's Report (Attachment 8) contains the following information:

1. Plans and specifications for the maintenance of the existing improvements and for proposed new improvements, if any, to be made within the assessment districts or within any zones thereof.
2. An estimate of the costs of said proposed new improvements, if any, to be made along with the costs of maintenance or servicing, or both, thereof, and of any existing improvements, together with the incidental expenses in connection therewith.

DISCUSSION (continued):

3. A diagram showing the exterior boundaries of the assessment districts and of any zones within said districts and the lines and dimensions of each lot or parcel of land within the districts as such lot or parcel of land is shown on the County Assessor's map for the fiscal year to which the report applies, each of which lots or parcels of land shall be identified by a distinctive number or letter on said diagram.
4. A proposed assessment of the total amount of the estimated costs and expenses of the maintenance activities and proposed new improvements, if any, upon the several lots or parcels of land in said districts in proportion to the estimated particular and distinct benefits to be received by each of such lots or parcels of land, respectively, from said improvements, including the maintenance or servicing, or both, thereof, and of the expenses incidental thereto.

The recommended actions will maintain the assessments at each of the benefit zones at the historic level, with no additions or reductions as these funding levels are appropriate to address regular ongoing maintenance as well as capital maintenance as needed.

The Council may also direct that modifications be made to the Engineer's Report, if it so desires.

After Council's consideration and adoption of the Resolutions Approving the FY 2022/23 Preliminary Engineer's Report (Attachment 1), Intentions to Levy and Collect Assessments (Attachments 2-7) and setting the date and time for the public hearing for June 21, 2022, Town staff will mail a Notice of Intention to Levy Annual Assessments for FY 2022/23 to all property owners which will include the public hearing date, time, and location.

Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk - Clerk@LosGatosCA.gov, or attending the public hearing. Any written protest must be received by the Town Clerk no later than the public hearing of June 21, 2022, as described above.

Protests must identify the grounds for the protest, the person filing the protest, and the property owned by the person filing the protest.

At the conclusion of the public hearing, the Town Clerk will transmit the assessment amounts to the County Assessor which will appear as a separate item on the property tax bill for each parcel.

CONCLUSION:

Staff recommends that the Town Council adopt the attached seven resolutions to continue the annual process of renewing the Landscape and Lighting Assessment Districts 1 & 2 for F Y 2022/23. If the Town Council approves these actions, staff will mail Notices of Intention to Levy Annual Assessments for FY 2022/23 to all property owners within the districts prior to the public hearing in June.

FISCAL IMPACT:

There are no direct fiscal impacts on the Town's General Fund as a result of administering the Landscape and Lighting Assessment Districts. All of the costs associated with the districts are recovered via the assessments levied against the property owners within the districts. There are no proposed increases in any of the parcel assessments for FY 2022/23 that would require a ballot vote under Proposition 218.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. Resolution Approving Engineer's Report for FY 2022/23.
2. Resolution of Intention to Order the Levy and Collection of Assessments - Blackwell Drive Benefit Zone.
3. Resolution of Intention to Order the Levy and Collection of Assessments – Kennedy Meadows Benefit Zone.
4. Resolution of Intention to Order the Levy and Collection of Assessments – Santa Rosa Heights Benefit Zone.
5. Resolution of Intention to Order the Levy and Collection of Assessments – Vasona Heights Benefit Zone.
6. Resolution of Intention to Order the Levy and Collection of Assessments – Hillbrook Drive Benefit Zone.
7. Resolution of Intention to Order the Levy and Collection of Assessments – Gemini Court Benefit Zone.
8. Engineer's Report for FY 2022/23.
9. Resolution 2022-018

RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
APPROVING THE ENGINEER'S REPORT FOR
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICTS NO. 1 & 2 FOR
FISCAL YEAR 2022/23**

WHEREAS, pursuant to the Landscaping and Lighting Act of 1972, on the 19th day of April 2022, said Council did adopt its Resolution No. 2022-018 "A Resolution Describing Improvements and Directing Preparation of Engineer's Report For Fiscal Year 2022/23 for the Town of Los Gatos Landscape and Lighting Assessment Districts No. 1 & 2," in said Town and did refer the proposed improvements to the Engineer of the Town and did therein direct said Engineer to prepare and file with the Town Clerk of said Town a report, in writing, all as therein more particularly described; and

WHEREAS, said Town Engineer prepared and filed with the Town Clerk a report in writing as called for in said Resolution No. Resolution No. 2022-018 and under and pursuant to said Act, which report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that neither said report, nor any part thereof should be modified in any respect.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the plans and specifications for the existing improvements and the proposed new improvements to be made within the assessment districts or within any zone thereof, contained in said report, be, and they are hereby preliminarily approved.

ATTACHMENT 1

2. That the Engineer's estimate of the itemized and total costs and expenses of said improvements, maintenance and servicing thereof, and of the incidental expenses in connection therewith, contained in said report, be, and each of them are hereby preliminarily approved.

3. That the diagram showing the exterior boundaries of the assessment districts referred to and described in said Resolution No. Resolution No. 2022-018 and also the boundaries of any zones therein, and the lines and dimensions of each lot or parcel of land within said districts as such lot or parcel of land is shown on the County Assessor's maps for the fiscal year to which the report applies, each of which lot or parcel of land has been given a separate number upon said diagram, as contained in said report, be, and it hereby is preliminarily approved.

4. That the proposed assessment of the total amount of the estimated costs and expenses of the proposed improvements upon the several lots or parcels of land in said assessment districts in proportion to the estimated benefits to be received by such lots or parcels, respectively, from said improvements including the maintenance or servicing or both, thereof, and of the expenses incidental thereto, as contained in said report, be, and they are hereby preliminarily approved.

5. That said report shall stand as the Engineer's Report for the purpose of all subsequent proceedings to be had pursuant to said Resolution No. 2022-018.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 3rd day of May 2022 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

RESOLUTION 2022-

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS
FOR FISCAL YEAR 2022/23 IN
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--
BLACKWELL DRIVE BENEFIT ZONE,
AND TO SET PUBLIC MEETING AND PUBLIC HEARING
TO CONSIDER THE PROPOSED ASSESSMENTS**

WHEREAS, Landscape and Lighting Assessment District No. 1--Blackwell Drive Benefit Zone is generally located in Tract No. 8306, as generally shown in Part D hereto and generally consists of the following improvements:

Landscaping and appurtenances in the median island and the streetlights constructed as a part of Tract No. 8306, Blackwell Drive and National Avenue.

WHEREAS, on April 19, 2022, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Blackwell Drive Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

WHEREAS, the Town Engineer has prepared and filed that report; and

WHEREAS, the Town Council has considered and approved that report; and

WHEREAS, no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 2

WHEREAS, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

WHEREAS, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2021/22; and

WHEREAS, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1--Blackwell Drive Benefit Zone at a public hearing Tuesday, June 21, 2022, at 7:00 p.m., via teleconference, when all interested persons may attend and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 21, 2022, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 3rd day of May 2022 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

RESOLUTION 2022-

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS
FOR FISCAL YEAR 2022/23 IN
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--
KENNEDY MEADOWS BENEFIT ZONE,
AND TO SET PUBLIC MEETING AND PUBLIC HEARING
TO CONSIDER THE PROPOSED ASSESSMENTS**

WHEREAS, Landscape and Lighting Assessment District No. 1--Kennedy Meadows Benefit Zone is generally located in Tract No. 8612, as generally shown in Part D hereto and generally consists of the following improvements:

The maintenance of trees, landscaping, irrigation systems, trail and street lights within open space areas (Parcels A and B) and along Kennedy Court and Forrester Court, as shown on the approved improvement for Tract No. 8612, Los Gatos, California and the riparian and wetlands area described in the report by H. T. Harvey Associates, dated November 11, 1994.

WHEREAS, on April 19, 2022 the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Kennedy Meadows Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

WHEREAS, the Town Engineer has prepared and filed that report; and

ATTACHMENT 3

WHEREAS, the Town Council has considered and approved that report; and

WHEREAS, no substantial changes are proposed to be made in the improvements in the district; and

WHEREAS, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

WHEREAS, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that equal to those levied and collected in Fiscal Year 2021/22; and

WHEREAS, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1--Blackwell Drive Benefit Zone at a public hearing Tuesday, June 21, 2022, at 7:00 p.m., via teleconference, when all interested persons may attend and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 21, 2022, as described above.

3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.
4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 3rd day of May 2022 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

RESOLUTION 2022-

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS
FOR FISCAL YEAR 2022/23 IN
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--
SANTA ROSA HEIGHTS BENEFIT ZONE,
AND TO SET PUBLIC MEETING AND PUBLIC HEARING
TO CONSIDER THE PROPOSED ASSESSMENTS**

WHEREAS, Landscape and Lighting Assessment District No. 1--Santa Rosa Heights Benefit Zone is generally located in Tract No. 8400, as generally shown in Part D hereto and generally consists of the following improvements:

Open space and a maintained trail constructed as a part of Tract No. 8400, Santa Rosa Drive and Shannon Road.

WHEREAS, on April 19, 2022, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Santa Rosa Heights Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

WHEREAS, the Town Engineer has prepared and filed that report; and

WHEREAS, the Town Council has considered and approved that report; and

WHEREAS, no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 4

WHEREAS, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

WHEREAS, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2021/22; and

WHEREAS, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

NOW, THEREFORE, BE IT **RESOLVED AS FOLLOWS:**

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1--Blackwell Drive Benefit Zone at a public hearing Tuesday, June 21, 2022, at 7:00 p.m., via teleconference, when all interested persons may attend and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 21, 2022, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.
4. The Town Clerk is further ordered to cause notice of the public hearing to be

mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 3rd day of May 2022 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

RESOLUTION 2022-

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS
FOR FISCAL YEAR 2022/23 IN
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--
VASONA HEIGHTS BENEFIT ZONE,
AND TO SET PUBLIC MEETING AND PUBLIC HEARING
TO CONSIDER THE PROPOSED ASSESSMENTS**

WHEREAS, Landscape and Lighting Assessment District No. 1--Vasona Heights Benefit Zone is generally located in Tract No. 8280, as generally shown in Part D hereto and generally consists of the following improvements:

The maintenance of trees, landscaping, irrigation systems, trail, emergency access, and retaining wall within open space areas, as shown on the approved improvement for Tract No. 8280, Los Gatos, California.

WHEREAS, on April 19, 2022, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Vasona Heights Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

WHEREAS, the Town Engineer has prepared and filed that report; and

WHEREAS, the Town Council has considered and approved that report; and

WHEREAS, no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 5

WHEREAS, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

WHEREAS, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2021/22; and

WHEREAS, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1--Vasona Heights Benefit Zone at a public hearing Tuesday, June 21, 2022, at 7:00 p.m., via teleconference, when all interested persons may come and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 21, 2022, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 3rd day of May 2022 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

RESOLUTION 2022-

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS
FOR FISCAL YEAR 2022/23 IN
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--
HILLBROOK BENEFIT ZONE
AND TO SET PUBLIC HEARING CONSIDERING
THE PROPOSED ASSESSMENTS**

WHEREAS, Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone is generally located along Fairmead Lane and Hillbrook Drive, as generally shown in Part D hereto and generally consists of the following improvements:

Landscaping, turf, lighting and appurtenances on Assessor's Parcel Number 523-11-028, located at the southeast corner of Blossom Hill Road and Hillbrook Drive.

WHEREAS, on April 19, 2022, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

WHEREAS, the Town Engineer has prepared and filed that report; and

WHEREAS, the Town Council has considered and approved that report; and

WHEREAS, no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 6

WHEREAS, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

WHEREAS, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2021/22; and

WHEREAS, this proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone at a public hearing Tuesday, June 21, 2022, at 7:00 p.m., via teleconference, when all interested persons may come and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 21, 2022, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 3rd day of May 2022 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

RESOLUTION 2022-

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS
FOR FISCAL YEAR 2022/23 IN
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 2--
GEMINI COURT BENEFIT ZONE,
AND TO SET PUBLIC MEETING AND PUBLIC HEARING
TO CONSIDER THE PROPOSED ASSESSMENTS**

WHEREAS, Landscape and Lighting Assessment District No. 2--Gemini Court Benefit Zone is generally located in Tract No. 8439, as generally shown in Part D hereto and generally consists of the following improvements:

Landscaping and appurtenances in the landscape strips and the streetlights constructed as a part of Tract No. 8439, Gemini Court and Blossom Hill Road.

WHEREAS, on April 19, 2022, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 2--Gemini Court Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

WHEREAS, the Town Engineer has prepared and filed that report; and

WHEREAS, the Town Council has considered and approved that report; and

WHEREAS, no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 7

WHEREAS, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

WHEREAS, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2021/22; and

WHEREAS, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 2--Gemini Court Benefit Zone at a public hearing Tuesday, June 21, 2022, at 7:00 p.m., via teleconference, when all interested persons may come and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 21, 2022, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 3rd day of May 2022 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

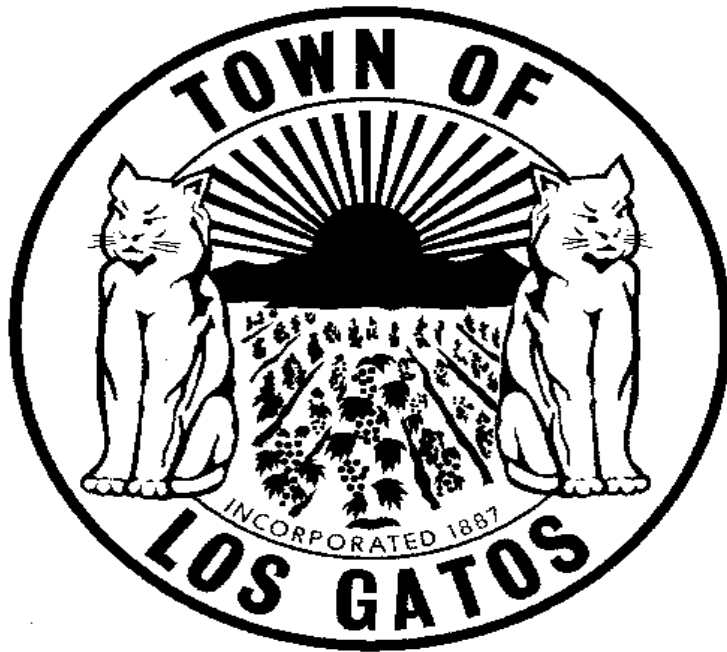
MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____



**Landscape and Lighting
Assessment Districts No. 1 and 2**

**Fiscal Year
2022/23**

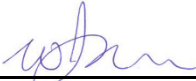
ENGINEER'S REPORT

ATTACHMENT 8

ENGINEER'S REPORT

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 AND 2 (Pursuant to the Landscape and Lighting Act of 1972)

The Engineer of Work respectfully submits the enclosed report as directed by the Town Council.



WOOJAE KIM
Town Engineer

April 15, 2022
DATE

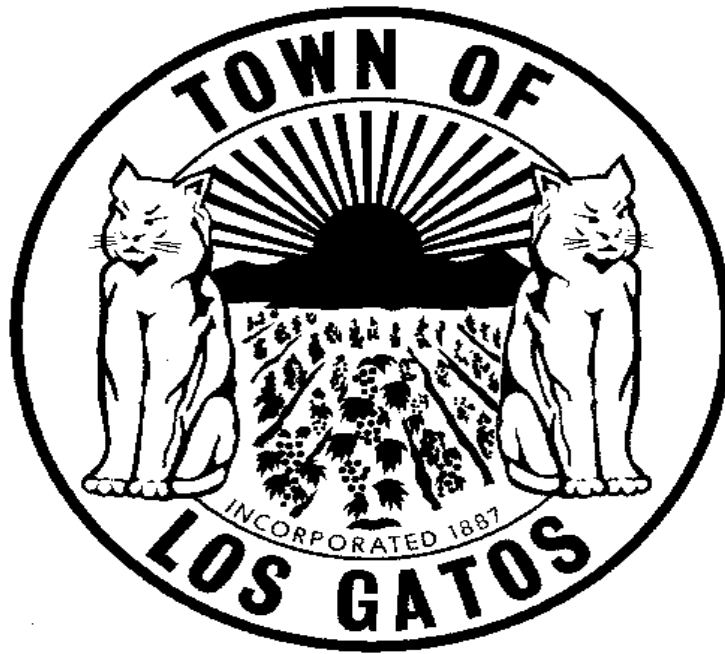
I HEREBY CERTIFY that the enclosed Engineer's Report, with Assessment and Assessment Diagram thereto attached was filed with me on the _____ day of _____, 2022.

TOWN CLERK, Town of Los Gatos
Santa Clara County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the Town Council of the Town of Los Gatos, California on the 3rd day of May 2022, by Resolution No. 2022-_____

TOWN CLERK, Town of Los Gatos
Santa Clara County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, with Assessment and Assessment Diagram thereto attached was filed with the County Assessor of the County of Santa Clara on the _____ day of _____, 2022.



**Landscape and Lighting
Assessment District No. 1**

**BLACKWELL DRIVE
BENEFIT ZONE**

**Fiscal Year
2022/23**

ENGINEER'S REPORT

**ENGINEER'S REPORT
FISCAL YEAR 2022/23**

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1
(Pursuant to the Landscaping and Lighting Act of 1972)

BLACKWELL DRIVE BENEFIT ZONE

WooJae Kim, Town Engineer for Landscape and Lighting Assessment District No. 1, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).


The improvements that are the subject of this report are briefly described as follows:

Maintaining the landscaping in the median island constructed as a part of Tract No. 8306 and maintaining the streetlights installed along Blackwell Drive and National Avenue as a part of Tract No. 8306.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the proposed assessment against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,



WOOJAE KIM
Town Engineer

April 15, 2022
DATE

PART A

FISCAL YEAR 2022/23

PLANS, SPECIFICATIONS AND REPORTS

BLACKWELL DRIVE BENEFIT ZONE

Plans and specifications for the improvements are those prepared by Greg G. Ing, and Associates, dated February 16, 1990. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

PART B			
ESTIMATE OF THE COST OF IMPROVEMENTS			
FISCAL YEAR 2021/22			
BLACKWELL DRIVE BENEFIT ZONE			
Fiscal Year 2020/21 Resources			
	Fund Balance 6/30/20	\$	13,776
	Assessment		3,160
	Delinquent Assessment		0
	Penalties/Late Fees		0
	Interest		176
	Total Resources Available for FY 2020/21	\$	17,112
Fiscal Year 2020/21 Expenses			
	Santa Clara County Collection Fee	\$	32
	Publication & Notification Charges		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		638
	Landscape Contractor		1,898
	Town Administrative Charges		460
	Total Expenses for FY 2020/21	\$	3,028
	Ending Fund Balance for FY 2020/21	\$	14,084
Fiscal Year 2021/22 Estimated Resources			
	Fund Balance 6/30/21	\$	14,084
	Assessment		3,160
	Interest		50
	Total Estimated Resources Available for FY 2021/22	\$	17,294
Fiscal Year 2021/22 Estimated Expenses			
	Santa Clara County Collection Fee	\$	32
	Publication & Notification Charges		300
	Tree Services		0
	Weed Abatement		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		910
	Landscape Contractor		1,898
	District Capital Improvement		7,500
	Town Administrative Charges		460
	Total Estimated Expenses for FY 2021/22	\$	11,100
	Estimated Ending Fund Balance for FY 2021/22	\$	6,194

PART C

**ASSESSMENT ROLL
FISCAL YEAR 2022/23**

BLACKWELL DRIVE BENEFIT ZONE

Special Assessment No.	Amount of Assessment	Property Description
Lot 1	\$632	424-12-123
Lot 2	632	424-12-124
Lot 3	632	424-12-125
Lot 4	632	424-12-126
Lot 5	632	424-12-127
Total Assessment:	\$3,160	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

METHOD OF APPORTIONMENT OF ASSESSMENT

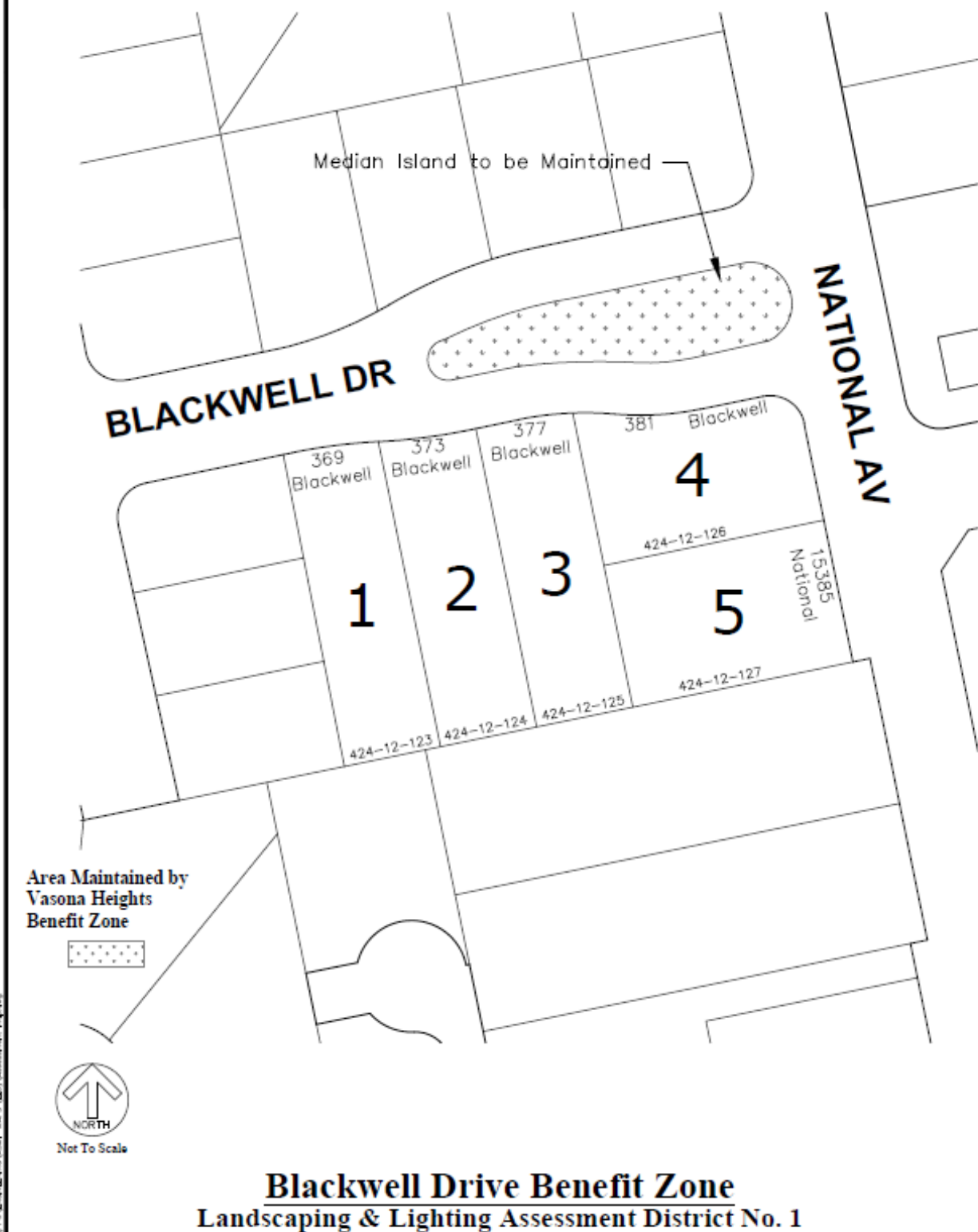
The total amount of the assessment was apportioned equally to all the lots within the Blackwell Drive Benefit Zone of Landscape and Lighting Assessment District No. 1.

BLACKWELL DRIVE BENEFIT ZONE

PROPERTY OWNERS LIST

APN	Owner
42412123	SUBRAMANYAM & BANGALORE TRUST
42412124	VUPPUNUTULA VENKAT REDDY AND REDDY SAHITHI
42412125	URRICARIET CHRISTIAN M & MARTINEZ-VISBAL
42412126	JOSHI ANILA & ROHIT
42412127	MORADI MOSTAFA

PART "D"
Assessment Diagram



Blackwell Drive Benefit Zone
Landscaping & Lighting Assessment District No. 1

11/15/2016 2:28:10 PM C:\Users\jgallagher\Documents\111011 Assessment - map.dwg



**Landscape and Lighting
Assessment District No. 1**

**KENNEDY MEADOWS
BENEFIT ZONE**

**Fiscal Year
2022/23**

ENGINEER'S REPORT

**ENGINEER'S REPORT
FISCAL YEAR 2022/23**

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1
(Pursuant to the Landscaping and Lighting Act of 1972)

KENNEDY MEADOWS BENEFIT ZONE

WooJae Kim, Town Engineer for Landscape and Lighting Assessment District No. 1--Kennedy Meadows Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).


The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, trail and street lights within open space areas (Parcels A and B) and along Kennedy Court and Forrester Court, as shown on the approved improvement for Tract No. 8612, Los Gatos, California and the riparian and wetlands area described in the report by H. T. Harvey Associates, dated November 11, 1994.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements and the report by H. T. Harvey Associates are filed in the Clerk Department. Although separately bound, the plans, specifications and H.T. Harvey report are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements, including interest on the funds advanced to the benefit zone by the Town.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,



WOOJAE KIM
Town Engineer

April 15, 2022
DATE

PART A

FISCAL YEAR 2022/23

PLANS, SPECIFICATIONS AND REPORTS

KENNEDY MEADOWS BENEFIT ZONE

Plans and specifications for the improvements are those prepared by Nowack and Associates, Civil Engineers, dated September 21, 1994, their job number 90-263C, pages 1 - 11. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

The wetlands mitigation and monitoring plan was prepared by H.T. Harvey & Associates, Ecological Consultants, dated November 11, 1994, their file number 733-04, 11 pages. A revised wetlands mitigation plan is contained in a letter to the U.S. Army Corp of Engineers and California Regional Water Quality Control Board dated August 30, 1995 and as-built plans in a letter dated February 21, 1995. The original report and letters have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in this Report by reference.

PART B	
ESTIMATE OF THE COST OF IMPROVEMENTS	
FISCAL YEAR 2021/22	
KENNEDY MEADOWS BENEFIT ZONE	
Fiscal Year 2020/21 Resources	
Fund Balance 6/30/20	\$ 40,396
Assessment	10,275
Delinquent Assessment	0
Penalties/Late Fees	0
Interest	493
Total Resources Available for FY 2020/21	\$ 51,164
Fiscal Year 2020/21 Expenses	
Santa Clara County Collection Fee	\$ 103
Publication & Notification Charges	0
Light Pole Maintenance	0
Weed Abatement	16,089
Electric Utility	0
San Jose Water	1,696
Landscape Contractor	11,350
Town Administrative Charges	1,510
Improvements (Trail)	0
Total Expenses for FY 2020/21	\$ 30,748
Ending Fund Balance for FY 2020/21	\$ 20,416
Fiscal Year 2021/22 Estimated Resources	
Fund Balance 6/30/21	\$ 20,416
Assessment	10,275
Interest	330
Total Estimated Resources Available for FY 2021/22	\$ 31,021
Fiscal Year 2021/22 Estimated Expenses	
Santa Clara County Collection Fee	\$ 103
Publication & Notification Charges	300
Tree Services	0
Weed Abatement	0
Light Pole Maintenance	0
Electric Utility	0
San Jose Water	1,800
Landscape Contractor	6,000
District Capital Improvements	10,000
Town Administrative Charges	1,510
Total Estimated Expenses for FY 2021/22	\$ 19,713
Estimated Ending Fund Balance for FY 2021/22	\$ 11,308

PART C

ASSESSMENT ROLL FISCAL YEAR 2022/23

KENNEDY MEADOWS BENEFIT ZONE

Special Assessment No.	Amount of Assessment	Property Description
Lot 1	\$685.00	532-18-050
Lot 2	685.00	532-18-049
Lot 3	685.00	532-18-048
Lot 4	685.00	532-18-047
Lot 5	685.00	532-18-052
Lot 6	685.00	532-18-063
Lot 7	685.00	532-18-062
Lot 8	685.00	532-18-061
Lot 9	685.00	532-18-060
Lot 10	685.00	532-18-059
Lot 11	685.00	532-18-058
Lot 12	685.00	532-18-057
Lot 13	685.00	532-18-056
Lot 14	685.00	532-18-055
Lot 15	685.00	532-18-054
Total Assessment:	\$10,275	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

METHOD OF APPORTIONMENT OF ASSESSMENT

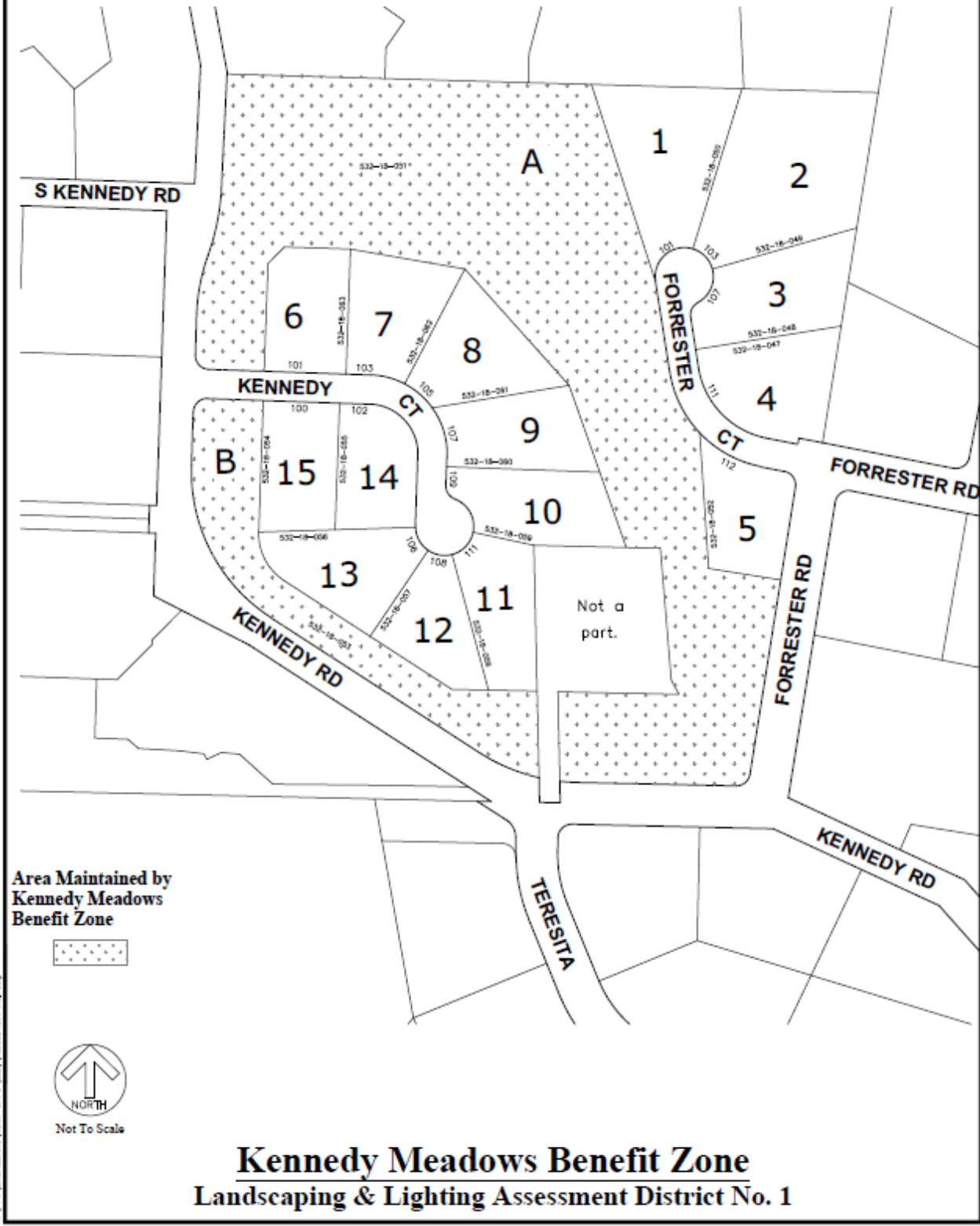
The total amount of the assessment was apportioned equally to all the lots within Kennedy Meadows Benefit Zone of Landscape and Lighting Assessment District No. 1.

KENNEDY MEADOWS BENEFIT ZONE

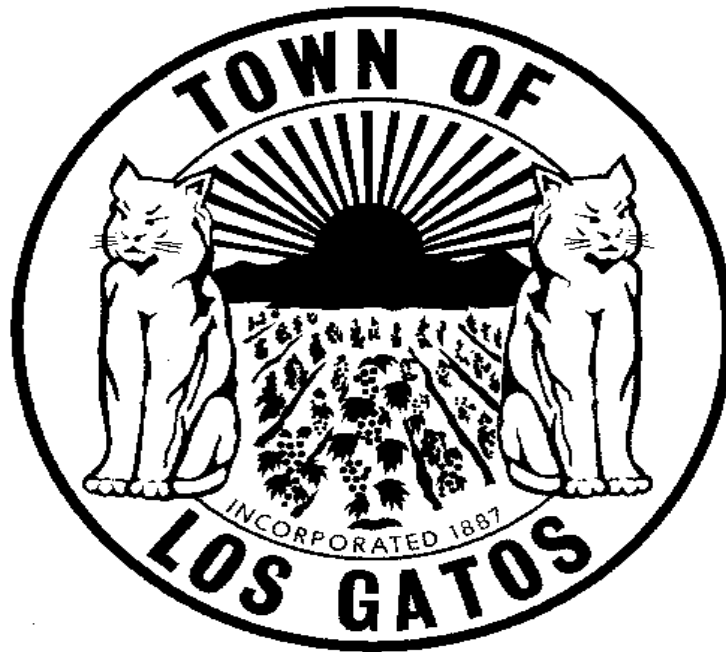
PROPERTY OWNERS LIST

APN	Owner
53218047	DAMORE EDWARD & KIMBERLY
53218048	WIEDERHOLD ROBERT P & MELINDA A TRUSTEE
53218049	JEEVUNJEE ADAM & MARIYA
53218050	HIRSCHMAN WILLIAM
53218052	MONTECILLO FAMILY TRUST
53218054	HACKER MARK K TRUSTEE
53218055	JENKINS WILLIAM D JR & JULIE C
53218056	LOS GATOS SARATOGA LLC SERIES A
53218057	LUNDSTROM FAMILY TRUST
53218058	CALI A STEVE & LORI A TRUSTEE
53218059	HUMPHRIES SIMON & SHEILA H TRUSTEE
53218060	HUBLOU RANI
53218061	SCHENKEL SCOTT F & KIMBERLY L TRUSTEE
53218062	THOMPSON P & S FAM TRUST
53218063	BIBAUD SCOTT A & SUSAN M TRUSTEE

PART "D"
Assessment Diagram



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**Landscape and Lighting
Assessment District No. 1**

**SANTA ROSA HEIGHTS
BENEFIT ZONE**

**Fiscal Year
2022/23**

ENGINEER'S REPORT

**ENGINEER'S REPORT
FISCAL YEAR 2022/23**

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1
(Pursuant to the Landscaping and Lighting Act of 1972)

SANTA ROSA HEIGHTS BENEFIT ZONE

WooJae Kim, Town Engineer for Landscape and Lighting Assessment District No. 1--Santa Rosa Heights Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).


The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, trail and retaining walls, as shown on the approved improvement plans for Tract No. 8400, Los Gatos, California.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,



WOOJAE KIM
Town Engineer

April 15, 2022
DATE

PART A

FISCAL YEAR 2022/23

PLANS, SPECIFICATIONS AND REPORTS

SANTA ROSA HEIGHTS BENEFIT ZONE

Plans and specifications for the improvements are those prepared by Nowack & Associates, dated February 1991, their job number 90-295. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

PART B			
ESTIMATE OF THE COST OF IMPROVEMENTS			
FISCAL YEAR 2021/22			
SANTA ROSA HEIGHTS BENEFIT ZONE			
Fiscal Year 2020/21 Resources			
	Fund Balance 6/30/20	\$	50,785
	Assessment		4,665
	Delinquent Assessment		0
	Penalties/Late Fees		27
	Interest		621
	Total Resources Available for FY 2020/21	\$	56,098
Fiscal Year 2020/21 Expenses			
	Santa Clara County Collection Fee	\$	45
	Publication & Notification Charges		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		0
	Landscape Contractor		9,424
	Town Administrative Charges		660
	Total Expenses for FY 2020/21	\$	10,129
	Ending Fund Balance for FY 2020/21	\$	45,969
Fiscal Year 2021/22 Estimated Resources			
	Fund Balance 6/30/21	\$	45,969
	Assessment		4,500
	Interest		500
	Total Estimated Resources Available for FY 2021/22	\$	50,969
Fiscal Year 2021/22 Estimated Expenses			
	Santa Clara County Collection Fee	\$	45
	Publication & Notification Charges		300
	Tree Services		0
	Weed Abatement		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		0
	Landscape Contractor		9,612
	Town Administrative Charges		660
	District Capital Improvements		10,000
	Total Estimated Expenses for FY 2021/22	\$	20,617
	Estimated Ending Fund Balance for FY 2021/22	\$	30,352

PART C

**ASSESSMENT ROLL
FISCAL YEAR 2022/23**

SANTA ROSA HEIGHTS BENEFIT ZONE

Special Assessment No.	Amount of Assessment	Property Description
Lot 1	\$300.00	537-31-001
Lot 2	300.00	537-31-002
Lot 3	300.00	537-31-003
Lot 4	300.00	537-31-022
Lot 5	300.00	537-31-023
Lot 6	300.00	537-31-006
Lot 7	300.00	537-31-007
Lot 8	300.00	537-31-008
Lot 9	300.00	537-31-009
Lot 10	300.00	537-31-010
Lot 11	300.00	537-31-011
Lot 12	300.00	537-31-012
Lot 13	300.00	537-31-013
Lot 14	300.00	537-31-014
Lot 15	300.00	537-31-015
Total Assessment:	\$4,500	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

METHOD OF APPORTIONMENT OF ASSESSMENT

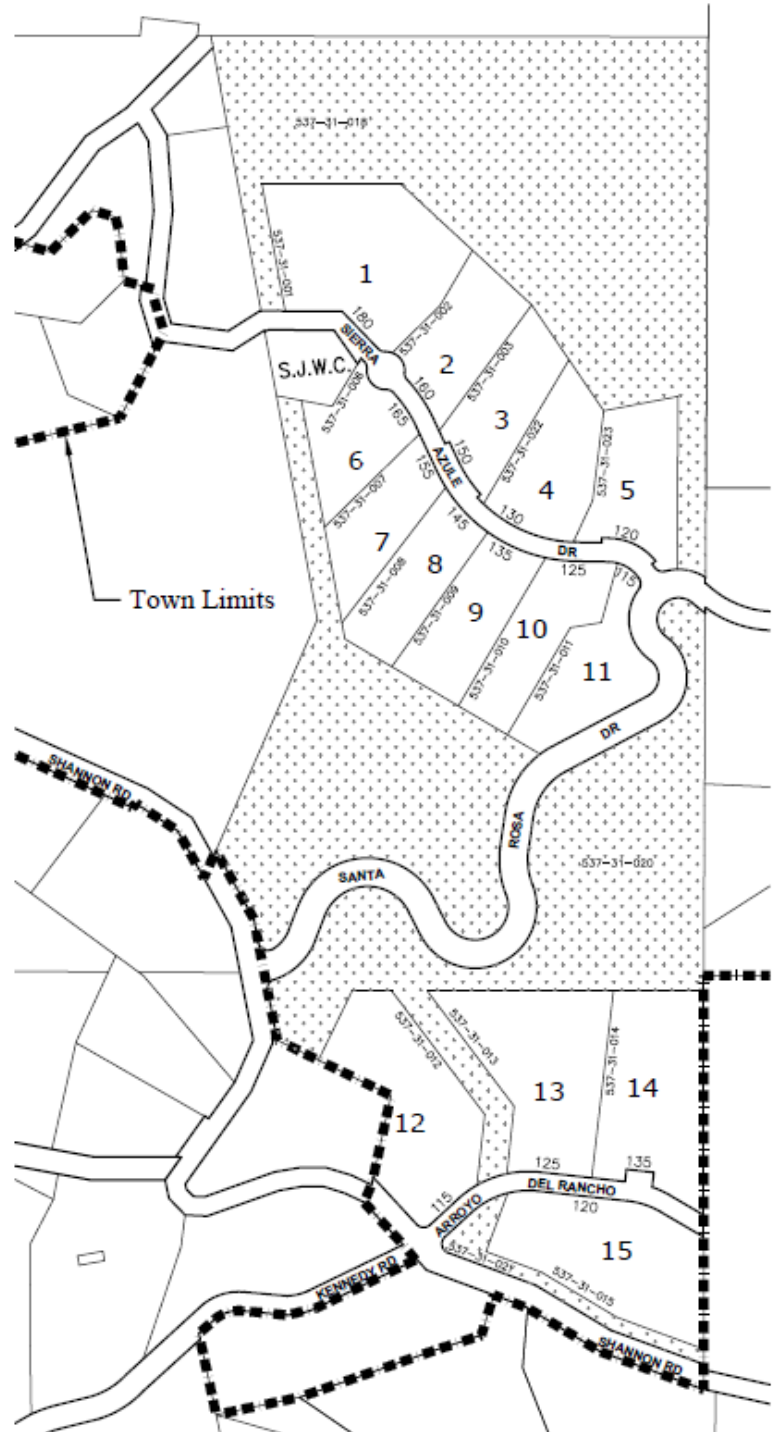
The total amount of the assessment was apportioned equally to all the lots within Santa Rosa Heights Benefit Zone of Landscape and Lighting Assessment District No. 1.

SANTA ROSA HEIGHTS BENEFIT ZONE

PROPERTY OWNERS LIST

APN	Owner
53731001	JAIN VIVEK TRUSTEE
53731002	ENTIN BRUCE L & PESIA TRUSTEE
53731003	SILVESTRI CHESTER J & IRENE N TRUSTEE
53731006	HWANG MING-YUN & JENNY WEN-CHI TRUSTEE
53731007	ZOHOURI SAEED TRUSTEE
53731008	KERSCHBAUM MANFRED J
53731009	TAHMASSEBI FAMILY TRUST
53731010	HOLT ALEXANDER & NATALIE
53731011	SINGH JAGDEEP & ROSHNI TRUSTEE
53731012	PANCHAL NATWARLAL M & GITA N
53731013	JOSEPH AND SUSAN P LAM
53731014	HERNANDEZ JOHN B & JACKSON EVA TRUSTEE
53731015	AMARAL ROBERT H JR TRUSTEE
53731022	POULOS LOUIS
53731023	RAJAN SHANTHI

PART "D"
Assessment Diagram



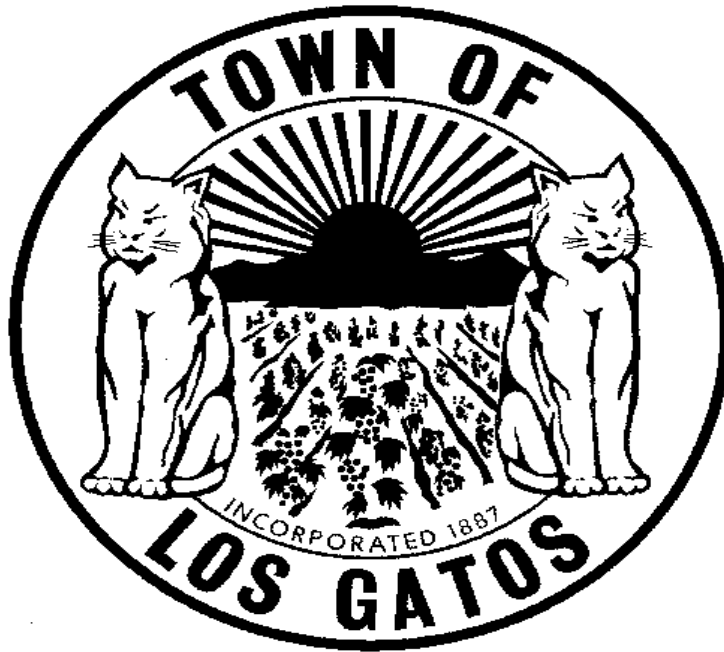
Area Maintained by
Santa Rosa Heights
Benefit Zone



Not To Scale

Santa Rosa Heights Benefit Zone
Landscaping & Lighting Assessment District No. 1

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**Landscaping and Lighting
Assessment District No. 1**

**VASONA HEIGHTS
BENEFIT ZONE**

**Fiscal Year
2022/23**

ENGINEER'S REPORT

**ENGINEER'S REPORT
FISCAL YEAR 2022/23**

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1
(Pursuant to the Landscaping and Lighting Act of 1972)

VASONA HEIGHTS BENEFIT ZONE

WooJae Kim, Town Engineer for Landscaping and Lighting Assessment District No. 1--Vasona Heights Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).


The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, trail, emergency access, and retaining wall within open space areas, as shown on the approved improvement for Tract No. 8280, Los Gatos, California.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,



WOOJAE KIM
Town Engineer

April 15, 2022
DATE

PART A

FISCAL YEAR 2022/23

PLANS, SPECIFICATIONS AND REPORTS

VASONA HEIGHTS BENEFIT ZONE

Plans and specifications for the improvements are those prepared by Dillon/Drulias Associates, Landscape Architects, dated April 16, 1990, their job number 8840, pages L1 - L17 and revised planting and irrigation plans as prepared by Greg Ing and Associates, dated November 3, 1992 and revised November 23, 1993. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

PART B			
ESTIMATE OF THE COST OF IMPROVEMENTS			
FISCAL YEAR 2021/22			
VASONA HEIGHTS BENEFIT ZONE			
Fiscal Year 2020/21 Resources			
	Fund Balance 6/30/20	\$	32,180
	Assessment		9,794
	Delinquent Assessment		0
	Penalties/Late Fees		0
	Interest		411
	Total Resources Available for FY 2020/21	\$	42,385
Fiscal Year 2020/21 Expenses			
	Santa Clara County Collection Fee	\$	97
	Publication & Notification Charges		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		3,185
	Landscape Contractor		2,945
	Town Administrative Charges		1,430
	District Capital Improvements		0
	Total Expenses for FY 2020/21	\$	7,657
	Ending Fund Balance for FY 2020/21	\$	34,728
Fiscal Year 2021/22 Estimated Resources			
	Fund Balance 6/30/21	\$	34,728
	Assessment		9,735
	Interest		340
	Total Estimated Resources Available for FY 2021/22	\$	44,803
Fiscal Year 2021/22 Estimated Expenses			
	Santa Clara County Collection Fee	\$	97
	Publication & Notification Charges		300
	Tree Services		0
	Weed Abatement		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		2,319
	Landscape Contractor		3,000
	Town Administrative Charges		1,430
	District Capital Improvements		10,000
	Total Estimated Expenses for FY 2021/22	\$	17,146
	Estimated Ending Fund Balance for FY 2021/22	\$	27,657

**PART C
ASSESSMENT ROLL
FISCAL YEAR 2022/23**

VASONA HEIGHTS BENEFIT ZONE

Special Assessment No.	Amount of Assessment	Property Description
Lot 1	\$295.00	529-13-056
Lot 2	295.00	529-13-055
Lot 3	295.00	529-13-054
Lot 4	295.00	529-13-053
Lot 5	295.00	529-13-052
Lot 6	295.00	529-13-051
Lot 7	295.00	529-13-049
Lot 8	295.00	529-13-048
Lot 9	295.00	529-13-047
Lot 10	295.00	529-13-046
Lot 11	295.00	529-13-044
Lot 12	295.00	529-13-043
Lot 13	295.00	529-13-042
Lot 14	295.00	529-13-041
Lot 15	295.00	529-13-040
Lot 16	295.00	529-13-039
Lot 17	295.00	529-13-038
Lot 18	295.00	529-13-037
Lot 19	295.00	529-13-036
Lot 20	295.00	529-13-035
Lot 21	295.00	529-13-060
Lot 22	295.00	529-13-061
Lot 23	295.00	529-13-032
Lot 24	295.00	529-13-031
Lot 25	295.00	529-13-030
Lot 26	295.00	529-13-029
Lot 27	295.00	529-13-028
Lot 28	295.00	529-13-063
Lot 29	295.00	529-13-062
Lot 30	295.00	529-13-022
Lot 31	295.00	529-13-021
Lot 32	295.00	529-13-058
Lot 33	295.00	529-13-059
Total Assessment:	\$9,735.00	

METHOD OF APPORTIONMENT OF ASSESSMENT

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

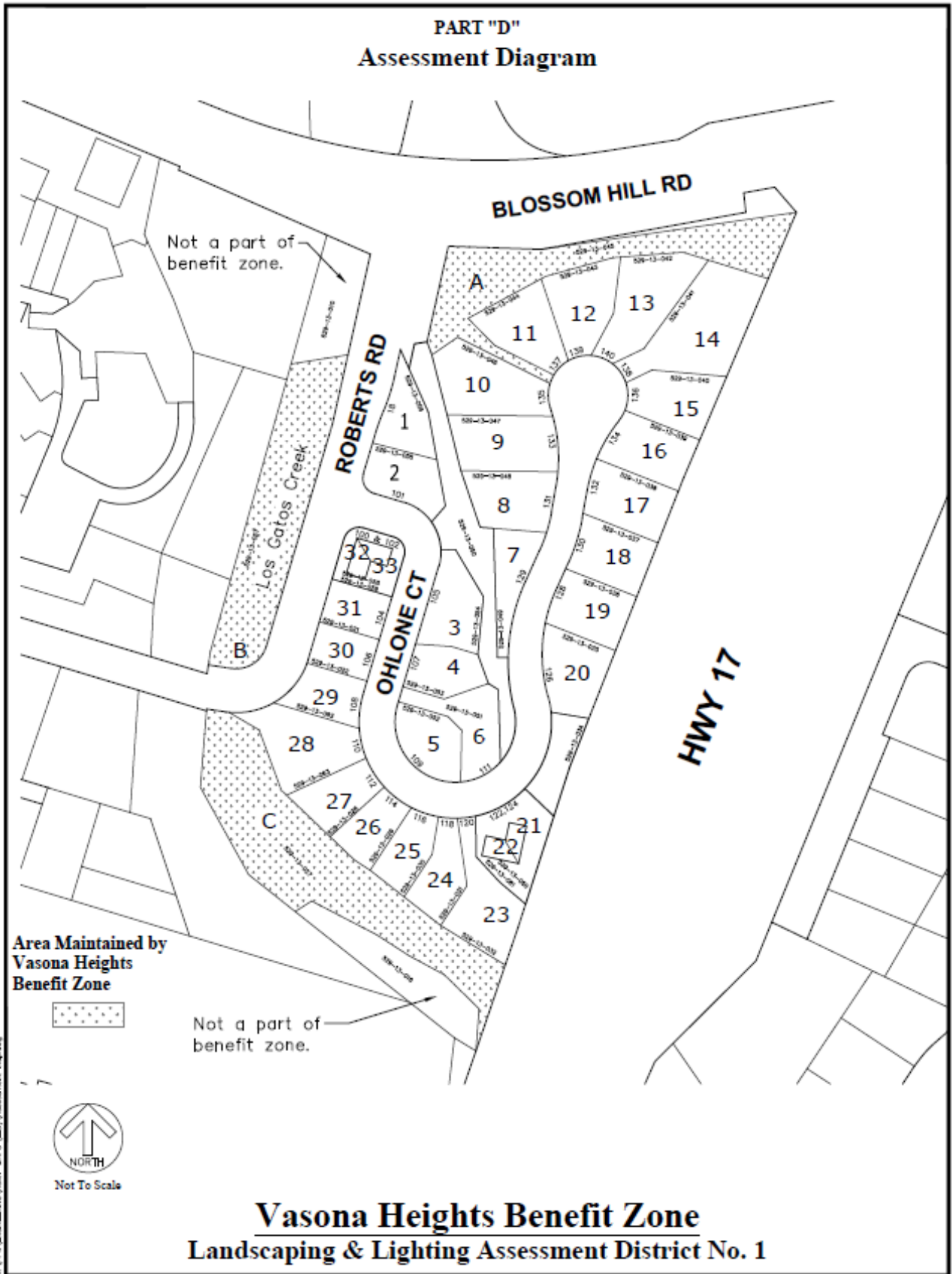
The total amount of the assessment was apportioned equally to all the lots within Vasona Heights Benefit Zone of Landscaping and Lighting Assessment District No. 1.

VASONA HEIGHTS BENEFIT ZONE

PROPERTY OWNERS LIST

APN	Owner
52913021	SMITH CAMERON R
52913022	SPLAINE SHANNON C
52913028	GIANNAKOPOULOU K FAMILY TRUST
52913029	DION THOMAS M & CARRIE A
52913030	FAN JAMES & CYNTHIA R
52913031	KLINE DANIEL & SMITE G
52913032	FISK ROY W & LYNN M TRUSTEE
52913035	CHENG JULIE W TRUST
52913036	LEVY MATTHEW & MONITA
52913037	MCCLOSKEY 2014 FAMILY TRUST
52913038	GAVIN JAMES A & KIM J TRUSTEE
52913039	SCHROEDER JACOB AND HOLLY TRUSTEE
52913040	BOESENBERG ALEX & MICHELE TRUSTEE
52913041	SMART JOHN A & BETH A
52913042	PETER G AND TASSIA H BABALIS TRUSTEE
52913043	SMEDT RODNEY C & KATHLEEN E
52913044	ROMUALDAS V BRIZGYS TRUSTEE & ET AL
52913045	LOS GATOS TOWN OF
52913046	RAMEZANE DOUGLAS
52913047	RAMI AND KATHERINE TUYET KANAMA
52913048	WOO SHIRLEY Y TRUSTEE
52913049	ERDEI NICOLAE M JR
52913051	FLECK MATHIAS S AND CAROLINE C
52913052	ABY FAMILY TRUST
52913053	PALFALVI BELA E & LORI C TRUSTEE
52913054	ORTEGA HAFID & DESTINY G
52913055	DAVIDIAN ALEC & BROWN ALANA C
52913056	BODE JON A & JULEE A TRUSTEE
52913058	MONTGOMERY MICHAEL L TRUSTEE
52913059	ANDERSON MARILYN J
52913060	SILVA DENISE
52913061	HALPIN TIM & SHERRI
52913062	SHELL MARY TRUSTEE
52913063	CONOVVER MATTHEW O

PART "D"
Assessment Diagram



Vasona Heights Benefit Zone
Landscaping & Lighting Assessment District No. 1



**Landscape and Lighting
Assessment District No. 1**

**HILLBROOK
BENEFIT ZONE**

**Fiscal Year
2022/23**

ENGINEER'S REPORT

**ENGINEER'S REPORT
FISCAL YEAR 2022/23**

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1
(Pursuant to the Landscaping and Lighting Act of 1972)

HILLBROOK BENEFIT ZONE

WooJae Kim, Town Engineer for Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).


The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, hardscape and fences as currently exist on APN: 523-11-028, located at the southeast corner of Blossom Hill Road and Hillbrook Drive, Los Gatos, California.

This report consists of four parts, as follows:

- PART A: Diagram of Existing Improvements.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,



WOOJAE KIM
Town Engineer

April 15, 2022
DATE

PART "A"

Existing Improvements to be Maintained

BLOSSOM HILL RD

HILLBROOK
SIGN

HILLBROOK DR

EX.
OAK

523-11-028

LAWN

EX.
OAK

EX. SHRUBS

EX. SHRUBS



Not To Scale

Hillbrook Benefit Zone

Landscaping & Lighting Assessment District No. 1

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PART B			
ESTIMATE OF THE COST OF IMPROVEMENTS			
FISCAL YEAR 2021/22			
HILLBROOK DRIVE BENEFIT ZONE			
Fiscal Year 2020/21 Resources			
	Fund Balance 6/30/20	\$	21,326
	Assessment		6,038
	Delinquent Assessment		1
	Penalties/Late Fees		0
	Interest		271
	Total Resources Available for FY 2020/21	\$	27,636
Fiscal Year 2020/21 Expenses			
	Santa Clara County Collection Fee	\$	60
	Publication & Notification Charges		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		2,751
	Landscape Contractor		1,833
	Town Administrative Charges		250
	Total Expenses for FY 2020/21	\$	4,894
	Ending Fund Balance for FY 2020/21	\$	22,743
Fiscal Year 2021/22 Estimated Resources			
	Fund Balance 6/30/21	\$	22,743
	Assessment		5,950
	Interest		90
	Total Estimated Resources Available for FY 2021/22	\$	28,783
Fiscal Year 2021/22 Estimated Expenses			
	Santa Clara County Collection Fee	\$	60
	Publication & Notification Charges		300
	Tree Services		0
	Weed Abatement		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		2,500
	Landscape Contractor		1,869
	District Capital Improvements		15,000
	Town Administrative Charges		250
	Total Estimated Expenses for FY 2021/22	\$	19,979
	Estimated Ending Fund Balance for FY 2021/22	\$	8,804

**PART C
ASSESSMENT ROLL
FISCAL YEAR 2022/23**

HILLBROOK BENEFIT ZONE

Special Assessment No.	Amount of Assessment	Property Description
Lot 1	\$175.00	523-11-027
Lot 2	175.00	523-11-026
Lot 3	175.00	523-11-025
Lot 4	175.00	523-11-024
Lot 5	175.00	523-11-023
Lot 6	175.00	523-11-022
Lot 7	175.00	523-11-021
Lot 8	175.00	523-11-020
Lot 9	175.00	523-11-019
Lot 10	175.00	523-11-018
Lot 11	175.00	523-07-030
Lot 12	175.00	523-07-029
Lot 13	175.00	523-07-028
Lot 14	175.00	523-07-027
Lot 15	175.00	523-07-026
Lot 16	175.00	523-07-025
Lot 17	175.00	523-07-024
Lot 18	175.00	523-07-023
Lot 19	175.00	523-07-022
Lot 20	175.00	523-07-021
Lot 21	175.00	523-07-020
Lot 22	175.00	523-07-019
Lot 23	175.00	523-07-018
Lot 24	175.00	523-07-017
Lot 25	175.00	523-07-016
Lot 26	175.00	523-07-015
Lot 27	175.00	523-07-014
Lot 28	175.00	523-07-013
Lot 29	175.00	523-07-012
Lot 30	175.00	523-07-011
Lot 31	175.00	523-07-010
Lot 32	175.00	523-07-009
Lot 33	175.00	523-07-008
Lot 34	175.00	523-07-007
Total Assessment:	\$5,950	

**ASSESSMENT ROLL
FISCAL YEAR 2022/23**

HILLBROOK BENEFIT ZONE

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

METHOD OF APPORTIONMENT OF ASSESSMENT

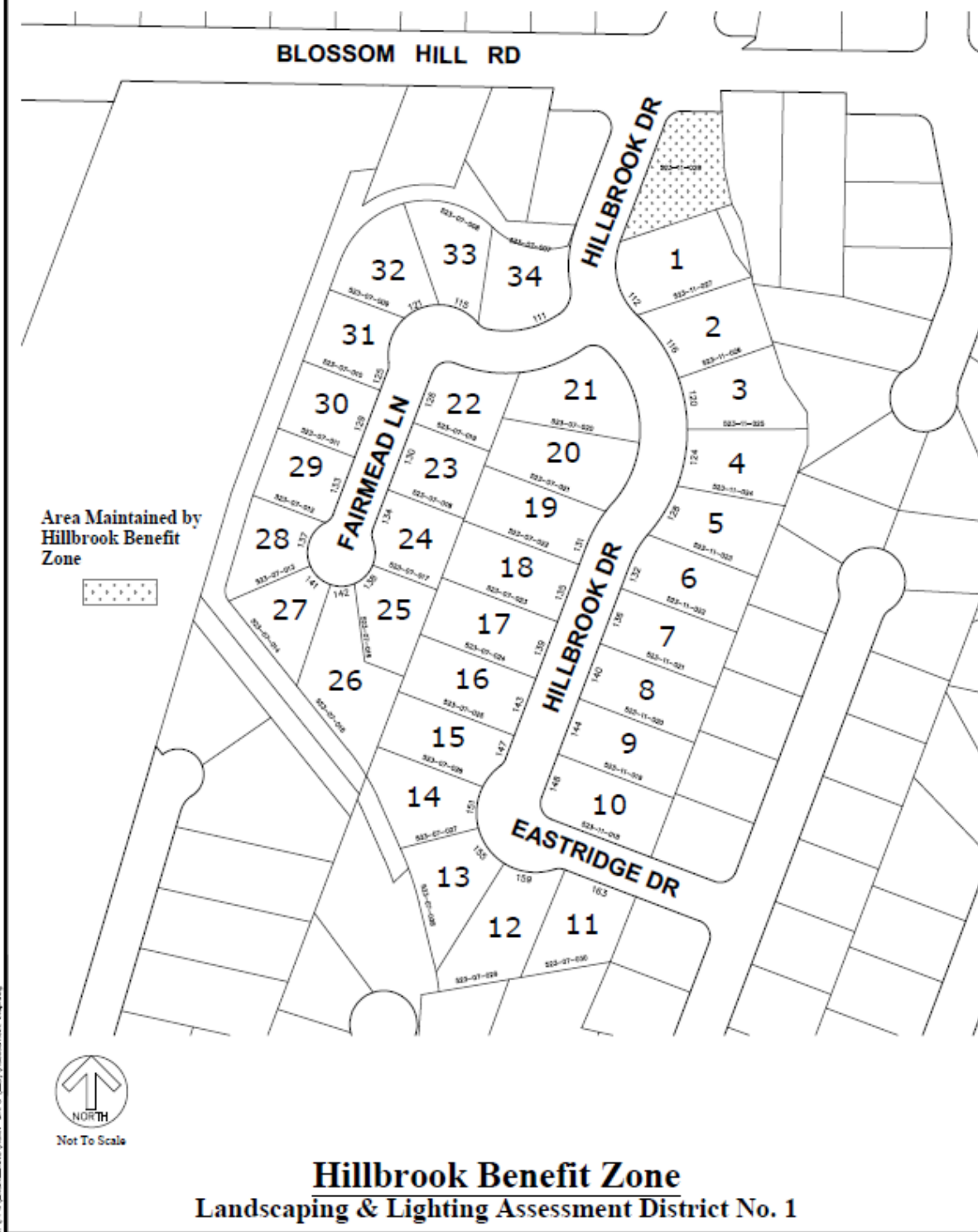
The total amount of the assessment was apportioned equally to all the lots within Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone.

HILLBROOK BENEFIT ZONE

PROPERTY OWNERS LIST

APN	Owner
52307007	SCHNEIDER LINDA TRUSTEE
52307008	DESANTIS JUSTIN
52307009	BERGKAMP JAMES J & KIMBERLY L TRUSTEE
52307010	VOSSEN STEPHAN & BOSSEN INGRID
52307011	ZHOU WEN
52307012	FOSTER TROY & VOIGTS ANNE M
52307013	PRASHAD-GASPAR NEERJA
52307014	STEELE NANCY J TRUSTEE
52307015	KIRK JENNIFER TRUSTEE & ET AL
52307016	VIKAS AGARWAL SHALINI & ASHU TRUSTEE
52307017	WHEELER MAXON R AND KIMBERLY A TRUSTEE
52307018	JIA TAO
52307019	ESCOBAR BENITO & REBECCA J
52307020	BILLER JASON & JENNY DAI TRUSTEE
52307021	SCHNEIDER JOHN O & CONDIT MICHAELA L
52307022	GABEL ROBERT L TRUSTEE
52307023	LACKOVIC COLETTE Q TRUSTEE
52307024	HARWOOD MICHAEL & ELIZABETH
52307025	JIN ROBERT X & LISA H
52307026	MCCOY JEROME & SHERYL D
52307027	SPITERI R J & L C TRUST
52307028	RUHLE PHILIP G & NANCY A TTEES
52307029	MUNNERLYN AUDREY L
52307030	ZOLLA HOWARD G & CAROL E TRUSTEE
52311018	PEARSON LORELDA M
52311019	BAHR STACEY & IRA
52311020	WINOTO RENALDI
52311021	PANAGOPOULOS THEODOROS
52311022	PANDIPATI FAMILY TRUST
52311023	PARHAM SEAN TRUSTEE
52311024	FALCONA LLC
52311025	ZHANG WEI
52311026	CORDELL ROBERT Q II TRUSTEE
52311027	BRADDI MICAELA & ERIN

PART "D"
Assessment Diagram



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**Landscape and Lighting
Assessment District No. 2**

**GEMINI COURT
BENEFIT ZONE**

**Fiscal Year
2022/23**

ENGINEER'S REPORT

**ENGINEER'S REPORT
FISCAL YEAR 2022/23**

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 2
(Pursuant to the Landscaping and Lighting Act of 1972)

GEMINI COURT BENEFIT ZONE

WooJae Kim, Town Engineer for Landscape and Lighting Assessment District No. 2, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).


The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, lighting, sound wall and fences as shown on the approved improvement and landscape plans for Tract No. 8439, Los Gatos, California.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the proposed assessment against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk Administrator.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,



WOOJAE KIM
Town Engineer

April 15, 2022
DATE

PART A

FISCAL YEAR 2022/23

PLANS, SPECIFICATIONS AND REPORTS

GEMINI COURT BENEFIT ZONE

Plans and specifications for the improvements are those prepared by Greg G. Ing, and Associates, dated September 14, 1990, their job number 9031. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

PART B			
ESTIMATE OF THE COST OF IMPROVEMENTS			
FISCAL YEAR 2021/22			
GEMINI COURT BENEFIT ZONE			
Fiscal Year 2020/21 Resources			
	Fund Balance 6/30/20	\$	31,787
	Assessment		4,635
	Delinquent Assessment		
	Penalties/Late Fees		0
	Interest		416
	Total Resources Available for FY 2020/21	\$	36,838
Fiscal Year 2020/21 Expenses			
	Santa Clara County Collection Fee	\$	46
	Publication & Notification Charges		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		0
	Landscape Contractor		1,767
	Town Administrative Charges		610
	Total Expenses for FY 2020/21		2,423
	Ending Fund Balance for FY 2020/21	\$	34,415
Fiscal Year 2021/22 Estimated Resources			
	Fund Balance 6/30/21	\$	34,415
	Assessment		4,600
	Interest		150
	Total Estimated Resources Available for FY 2021/22	\$	39,165
Fiscal Year 2021/22 Estimated Expenses			
	Santa Clara County Collection Fee	\$	46
	Publication & Notification Charges		300
	Tree Services		0
	Weed Abatement		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		0
	Landscape Contractor		1,802
	District Capital Improvement		10,000
	Town Administrative Charges		610
	Total Estimated Expenses for FY 2021/22	\$	12,758
	Estimated Ending Fund Balance for FY 2021/22	\$	26,407

PART C

**ASSESSMENT ROLL
FISCAL YEAR 2022/23**

GEMINI COURT BENEFIT ZONE

Special Assessment No.	Amount of Assessment	Property Description
Lot 1	\$230.00	567-64-051
Lot 2	230.00	567-64-050
Lot 3	230.00	567-64-049
Lot 4	230.00	567-64-048
Lot 5	230.00	567-64-047
Lot 6	230.00	567-64-046
Lot 7	230.00	567-64-045
Lot 8	230.00	567-64-044
Lot 9	230.00	567-64-054
Lot 10	230.00	567-64-053
Lot 11	230.00	567-64-052
Lot 12	230.00	567-64-042
Lot 13	230.00	567-64-041
Lot 14	230.00	567-64-040
Lot 15	230.00	567-64-039
Lot 16	230.00	567-64-038
Lot 17	230.00	567-64-037
Lot 18	230.00	567-64-036
Lot 19	230.00	567-64-035
Lot 20	230.00	567-64-034
Total Assessment:	\$4,600.00	

*formerly Lot 9 – split into 3 parcels.

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

METHOD OF APPORTIONMENT OF ASSESSMENT

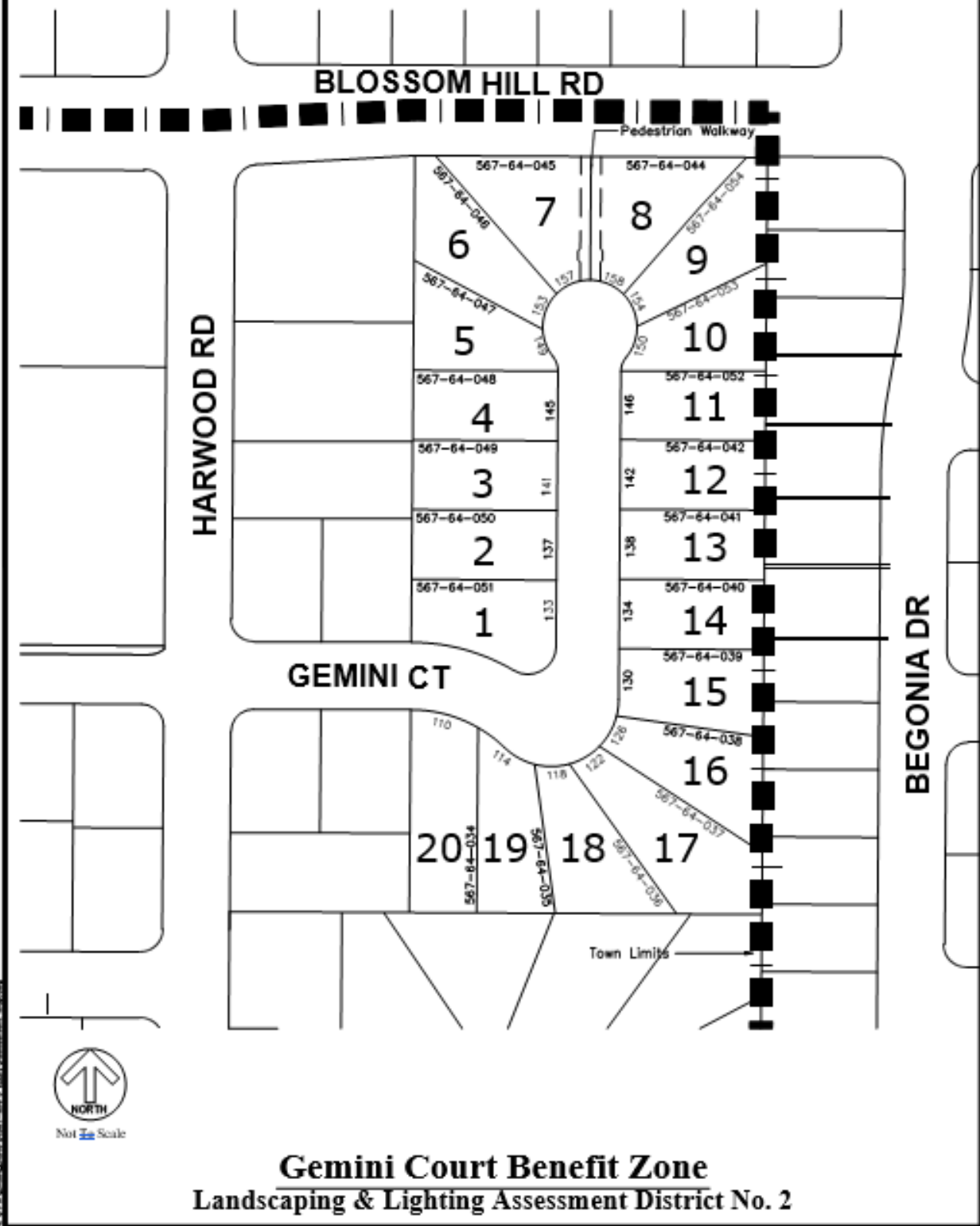
The total amount of the assessment was apportioned equally to all the lots within the Gemini Court Benefit Zone of Landscape and Lighting Assessment District No. 2.

GEMINI COURT BENEFIT ZONE

PROPERTY OWNERS LIST

APN	Owner
56764034	POWERS RICHARD J & SHELLEY A TRUSTEE
56764035	KIM SUNG D & HAE R
56764036	SALMINEN SATU & JANNE
56764037	FLISS JOHN R & SHERI B
56764038	SERRANO FRANCISCO TRUSTEE
56764039	SCOGGIN MICHAEL D
56764040	KSJ INC
56764041	BIDABADI JOE B & HOMA
56764042	RAPISARDA FRED TRUSTEE
56764044	DAVIDSON SHARON LYNNE TRUSTEE
56764045	BOLOTIN IGOR & VICTORIA
56764046	NGUYEN STEVE
56764047	LAU STEVEN C 2021 TRUST
56764048	MOONESAN MOHAMMAD-SALEH
56764049	MORGAN ROBERT G JR & HIATT JEANNE K
56764050	MOGANNAM EVELYN E TRUSTEE
56764051	BAKER KENNETH TRUSTEE
56764052	RAOUL BADAQUI TRUSTEE & ET AL
56764053	ZHOU GUOQUAN & HUANG XU
56764054	AU KEVIN J

PART "D"
Assessment Diagram



Gemini Court Benefit Zone
Landscaping & Lighting Assessment District No. 2

RESOLUTION 2022--018

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
DESCRIBING IMPROVEMENTS AND
DIRECTING PREPARATION OF ENGINEER'S REPORT
FOR FISCAL YEAR 2022/23
TOWN OF LOS GATOS
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICTS NO. 1 AND 2**

WHEREAS, the Town Council did, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code of the State of California, conduct proceedings for the formation of the Town of Los Gatos Landscaping and Lighting Assessment Districts No. 1 and 2; and

WHEREAS, the public interest, convenience and necessity require, and it is the intention of said Council to undertake proceedings for the levy and collection of assessments upon the several lots or parcels of land in said Districts, for the construction or installation of improvements, including the maintenance or servicing, or both, thereof, for the fiscal year 2022/23; and

WHEREAS, the improvements to be constructed or installed, including the maintenance or servicing, or both, thereof, are more particularly described in (Exhibit A) hereto attached and by reference incorporated herein; and

WHEREAS, the costs and expenses of said improvements, including the maintenance or servicing, or both, thereof, are to be made chargeable upon said Districts, the exterior boundaries of which Districts are the composite and consolidated area as more particularly shown on a map thereof on file in the Clerk Department of the Town of Los Gatos to which reference is hereby made for further particulars. Said map indicates, by a boundary line, the extent of the territory included in said Districts and of any zone thereof and shall govern for all details as to the extent of the assessment districts; and

NOW, THEREFORE, BE IT RESOLVED: The Engineer of said Town is hereby directed to prepare and file with said Town Clerk a report, in writing, referring to the assessment districts

by their distinctive designations, specifying the fiscal year to which the report applies, and, with respect to that year, presenting the following:

- a. Plans and specification of the existing improvements and for proposed new improvements, if any, to be made within the assessment districts or within any zones thereof;
- b. An estimate of the costs of said proposed new improvements, if any, to be made, the costs of maintenance or servicing, or both, thereof, and of any existing improvements, together with the incidental expenses in connection therewith;
- c. A diagram showing the exterior boundaries of the assessment districts and of any zones within said districts and the lines and dimensions of each lot or parcel of land within the districts as such lot or parcel of land is shown on the County Assessor's map for the fiscal year to which the report applies, each of which lots or parcels of land shall be identified by a distinctive number or letter on said diagram; and
- d. A proposed assessment of the total amount of the estimated costs and expenses of the proposed new improvements, including the maintenance or servicing, or both, thereof, and of any existing improvements upon the several lots or parcels of land in said districts in proportion to the estimated particular and distinct benefits to be received by each of such lots or parcels of land, respectively, from said improvements, including the maintenance or servicing, or both, thereof, and of the expenses incidental thereto.

NOW, THEREFORE, BE IT FURTHER RESOLVED: The Office of the Engineer of said Town is hereby designated as the office to answer inquiries regarding any protest proceedings to be had herein and may be contacted during regular office hours at 41 Miles Avenue, Los Gatos, California 95030 or by calling (408) 399-5770.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 19th day of April 2022 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS TOWN OF LOS GATOS LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1

1. General Description of Improvements:

The design, construction or installation, including the maintenance or servicing, or both, thereof, of landscaping, including trees, shrubs, grass or other ornamental vegetation, statuary, fountains or other ornamental structures and facilities, and public lighting facilities for the lighting of any public places, ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments and appurtenances, including the cost of repair, removal or replacement of all or any part thereof; providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; electric current or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; and the operation of any fountains or the maintenance of any other improvements.

2. Specific Descriptions of Improvements:

Blackwell Drive Benefit Zone - Maintenance of the landscaping in the median island on Blackwell Drive constructed as a part of the public improvements required of Tract No. 8306, and maintenance of the street lights installed along Blackwell Drive and National Avenue installed as a part of the public improvements required of Tract No. 8306.

Hillbrook Benefit Zone - The maintenance of trees, landscaping, irrigation systems, hardscape and fences as currently exist on APN 523-11-028, located at the southeast corner of Blossom Hill Road and Hillbrook Drive.

Kennedy Meadows Benefit Zone - The maintenance of trees, landscaping, irrigation systems, trail and street lights within the open space areas (Parcels A and B) and along Kennedy Court and Forrester Court, installed as a part of the public improvements required of Tract No. 8612, and the implementation of mitigation and enhancement measures within the riparian and wetlands areas of said Tract described in the report prepared by H.T. Harvey Associates, dated November 11, 1994.

Santa Rosa Heights Benefit Zone - The maintenance of trees, landscaping, trails and retaining walls constructed as a part of the public improvements required of Tract No. 8400.

Vasona Heights Benefit Zone - The maintenance of trees, landscaping, irrigation systems, trails, emergency access roads and retaining walls within the open space areas required as a part of the public improvements required of Tract No. 8280.

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS TOWN OF LOS GATOS LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2

1. General Description of Improvements:

The design, construction or installation, including the maintenance or servicing, or both, thereof, of landscaping, including trees, shrubs, grass or other ornamental vegetation, statuary, fountains or other ornamental structures and facilities, and public lighting facilities for the lighting of any public places, ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments and appurtenances, including the cost of repair, removal or replacement of all or any part thereof; providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; electric current or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; and the operation of any fountains or the maintenance of any other improvements.

2. Specific Description of Improvements:

Gemini Court Benefit Zone - The maintenance of trees, landscaping, irrigation systems, lighting, sound walls, and fences installed as a part of the public improvements required of Tract No. 8439.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 5/3/2022

ITEM NO: 14

DATE: April 27, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute On-Call Traffic Engineering Consultant Services Agreements for Pass-Through Accounts with Advanced Mobility Group, Fehr and Peers, Hexagon Transportation Consultants, Inc., Kimley-Horn Associates, Inc., TJKM Transportation Consultants, and W-Trans

RECOMMENDATION:

Authorize the Town Manager to execute on-call Traffic Engineering consultant services agreements for Pass-Through Accounts with Advanced Mobility Group (Attachment 1), Fehr and Peers (Attachment 2), Hexagon Transportation Consultants, Inc. (Attachment 3), Kimley-Horn Associates, Inc. (Attachment 4), TJKM Transportation Consultants (Attachment 5), and W-Trans (Attachment 6).

BACKGROUND:

The Pass-Through Accounts Program provides an accounting structure to receive applicant fees to pay for the required technical analysis (e.g., traffic study engineering and/or geotechnical reviews) of an applicant's private development proposal by the Town's consultants. This structure separates ongoing Parks and Public Works Department operations and activities from development application reviews funded through applicants. Fees for these external development services are paid for in advance by the development applicants.

DISCUSSION:

The Town's on-call Traffic Engineering consultants provide services and expertise to support staff in the review of development projects in a timely manner. These services include transportation impact analysis and reports per the Town's policies and guidelines that may

PREPARED BY: Mike Vroman
Traffic Engineer

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Parks and Interim Public Works Director

PAGE 2 OF 3

SUBJECT: Authorize the Town Manager to Execute On-call Traffic Engineering Consultant Services Agreements for Pass-Through Accounts

DATE: April 27, 2022

DISCUSSION (continued):

include Vehicles Miles Traveled (VMT), trip generation studies, site circulation and access review, intersection and roadway Level of Service (LOS) analysis, traffic safety analysis, parking studies and analysis, as well as Transportation Demand Management analysis and recommendations.

On May 5, 2021, the Town issued a Request for Qualifications (RFQ) for the On-Call Traffic Engineering Consultant Services. Proposals were due May 26, 2021. Staff received proposals from eight firms.

Upon review of qualifications and reference checks for each, six firms were selected for the On-Call Traffic Engineering Consultant List for Pass-Through Accounts. Each of these six firms and/or their team have been providing traffic engineering services in the Bay Area for many years and most have served as a consultant to the Town for the past ten years. Staff selected six firms to provide flexible and timely on-call traffic engineering services since these consultants also provide services for private developments in the Town and may have limited availability.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to enter into On-Call Traffic Engineering consultant services agreements (Attachments 1, 2, 3, 4, 5, and 6) with Advanced Mobility Group, Fehr and Peers, Hexagon Transportation Consultants, Inc., Kimley-Horn Associates, Inc., TJKM Transportation Consultants, and W-Trans to continue the Pass-Through Accounts Program for traffic reviews and analysis for private development projects.

COORDINATION:

This report has been coordinated with the Town Manager's Office, Town Attorney's Office, and the Finance Department.

FISCAL IMPACT:

There is no fiscal impact as costs for the On-Call Traffic Engineering consulting services for Pass-Through Accounts are paid by applicants of development proposals.

ENVIRONMENTAL ASSESSMENT:

Environmental Review is not required as this is not a project defined by the California Environmental Quality Act.

PAGE 3 OF 3

SUBJECT: Authorize the Town Manager to Execute On-call Traffic Engineering Consultant Services Agreements for Pass-Through Accounts

DATE: April 27, 2022

Attachments:

1. Draft Advanced Mobility Group Agreement
2. Draft Fehr and Peers Agreement
3. Draft Hexagon Transportation Consultants, Inc. Agreement
4. Draft Kimley-Horn Associates, Inc. Agreement
5. Draft TJKM Transportation Consultants Agreement
6. Draft W-Trans Agreement

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification this 3rd day of May 2022 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and Advanced Mobility Group (AMG), (“Consultant”), whose address is 3003 Oka Road, Suite 100, Walnut Creek, CA 94597. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town has a need for On-Call Traffic Engineering consulting services (Pass-Through Account) for development projects in the Town of Los Gatos.
- 1.2 Town desires to engage a licensed professional traffic engineering firm to review, analyze, and comment on development project plans; prepare traffic impact analyses and reports per Town policies and guidelines; conduct peer review of developer traffic reports; and attend public meetings as needed.
- 1.3 Consultant represents and affirms that the firm is qualified and willing to perform the desired work pursuant to this Agreement.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide traffic engineering consulting services in compliance with the Town’s Transportation Impact Policy and Guideline including, but not limited, to Vehicles Miles Traveled (VMT) analysis, trip generation studies, site circulation and access review, intersection and roadway Level of Service (LOS) analysis, and other services as needed.
- 2.2 Time of Performance. Consultant shall perform the services described in this agreement as follows: The services of Consultant are for a five year period that will commence upon the execution of the contract. Should Town not renew a contract, the award and authorization of the contract shall automatically expire. Town shall give Consultant at least 30 days’ notice, prior to the cancellation or expiration of the contract.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
- 2.6 Compensation. Compensation for Consultant's professional services shall not exceed the established hourly rates, as set forth in the Fee Schedule (Exhibit A), which is attached hereto and incorporated herein by reference. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form. Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:
- Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any

rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

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

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

3.3 Workers' Compensation. It is understood that Consultant currently has no employees. If employees are hired in the future, Consultant shall obtain and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town. Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties,

costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To Town:

WooJae Kim
Town Engineer
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030
Phone: (408) 399-5773
E-mail: wkim@losgatosca.gov

To Consultant:

Christopher Thnay
Advanced Mobility Group (AMG)
3003 Oka Road, Suite 100
Walnut Creek, CA 94597
Phone: (925) 322-9921
E-mail: Cthnay@amobility.com

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect to the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including Exhibit A, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

In WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos

Consultant:

Laurel R. Prevetti, Town Manager
Town of Los Gatos

Christopher Thnay
Advanced Mobility Group (AMG)

Department Approval:

Timm Borden
Interim Parks and Public Works Director

Approved as to Form:

Robert W. Schultz
Town Attorney

AMG 2022 Rates

Staff	Hourly Rates
Associate Engineer	160
CAV Technology Manager	190
CAV/Smart Cities Specialist	140
Communications Marketing Manager	150
Engineering Technician	110
President	310.00
Principal	230.00 - 280.00
Project Administrator	120
Project Controls Manager	200
Project Controls Specialist	150
Project Coordinator	110
Project Manager	155.00 - 210.00
Senior Consultant	250.00 - 285.00
Senior Engineer	150.00 - 160.00
Senior Project Analyst	150.00 - 165.00
Transit Planner	150.00 - 165.00
Vice President	230.00 - 280.00

ETG

Principal	175
Senior Engineer	110

Time & Material Fee Structure	
Mileage	\$0.6/Mile
Minimum 4 hours per meeting (Travel included)	



AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification this 3rd day of May 2022 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and Fehr & Peers, (“Consultant”), whose address is 160 West Santa Clara Street, Suite 675, San Jose, CA 95113. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town has a need for On-Call Traffic Engineering consulting services (Pass-Through Account) for development projects in the Town of Los Gatos.
- 1.2 Town desires to engage a licensed professional traffic engineering firm to review, analyze, and comment on development project plans; prepare traffic impact analyses and reports per Town policies and guidelines; conduct peer review of developer traffic reports; and attend public meetings as needed.
- 1.3 Consultant represents and affirms that the firm is qualified and willing to perform the desired work pursuant to this Agreement.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide traffic engineering consulting services in compliance with the Town’s Transportation Impact Policy and Guideline including, but not limited, to Vehicles Miles Traveled (VMT) analysis, trip generation studies, site circulation and access review, intersection and roadway Level of Service (LOS) analysis, and other services as needed.
- 2.2 Time of Performance. Consultant shall perform the services described in this agreement as follows: The services of Consultant are for a five year period that will commence upon the execution of the contract. Should Town not renew a contract, the award and authorization of the contract shall automatically expire. Town shall give Consultant at least 30 days’ notice, prior to the cancellation or expiration of the contract.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
- 2.6 Compensation. Compensation for Consultant's professional services shall not exceed the established hourly rates, as set forth in the Fee Schedule (Exhibit A), which is attached hereto and incorporated herein by reference. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.
- Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:
- Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an

agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

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

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

3.3 Workers' Compensation. It is understood that Consultant currently has no employees. If employees are hired in the future, Consultant shall obtain and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town. Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up to the extent of damages to property or personal injury caused by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To Town:

WooJae Kim
Town Engineer
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030
Phone: (408) 399-5773
E-mail: wkim@losgatosca.gov

To Consultant:

Steve Davis
Fehr & Peers
160 West Santa Clara Street, Suite 675
San Jose, CA 95113
Phone: (408) 899-5036
E-mail: s.davis@fehrandpeers.com

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect to the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including Exhibit A, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

In WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos

Consultant:

Laurel R. Prevetti, Town Manager
Town of Los Gatos

Steve Davis
Fehr & Peers

Department Approval:

Timm Borden
Interim Parks and Public Works Director

Approved as to Form:

Robert W. Schultz
Town Attorney

FEHR & PEERS

2022-2023

(May 2022 through June 2023)

Hourly Billing Rates

Classification	Hourly Rate
Principal	\$220.00 - \$350.00
Senior Associate	\$195.00 - \$290.00
Associate	\$160.00 - \$260.00
Senior Engineer/Planner	\$145.00 - \$220.00
Engineer/Planner	\$115.00 - \$175.00
Senior Engineering Technician	\$135.00 - \$200.00
Senior Project Accountant	\$165.00 - \$170.00
Senior Project Coordinator	\$120.00 - \$175.00
Project Coordinator	\$105.00 - \$140.00
Technician	\$120.00 - \$155.00
Intern	\$90.00 - \$110.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (58.5 cents per mile as of Jan 2022).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification this 3rd day of May 2022 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and Hexagon Transportation Consultants, Inc., (“Consultant”), whose address is 100 Century Court, Suite 501, San Jose, CA 95112. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town has a need for On-Call Traffic Engineering consulting services (Pass-Through Account) for development projects in the Town of Los Gatos.
- 1.2 Town desires to engage a licensed professional traffic engineering firm to review, analyze, and comment on development project plans; prepare traffic impact analyses and reports per Town policies and guidelines; conduct peer review of developer traffic reports; and attend public meetings as needed.
- 1.3 Consultant represents and affirms that the firm is qualified and willing to perform the desired work pursuant to this Agreement.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide traffic engineering consulting services in compliance with the Town’s Transportation Impact Policy and Guideline including, but not limited, to Vehicles Miles Traveled (VMT) analysis, trip generation studies, site circulation and access review, intersection and roadway Level of Service (LOS) analysis, and other services as needed.
- 2.2 Time of Performance. Consultant shall perform the services described in this agreement as follows: The services of Consultant are for a five year period that will commence upon the execution of the contract. Should Town not renew a contract, the award and authorization of the contract shall automatically expire. Town shall give Consultant at least 30 days’ notice, prior to the cancellation or expiration of the contract.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
- 2.6 Compensation. Compensation for Consultant's professional services shall not exceed the established hourly rates, as set forth in the Fee Schedule (Exhibit A), which is attached hereto and incorporated herein by reference. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.
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- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an

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- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
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- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

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

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

3.3 Workers' Compensation. It is understood that Consultant currently has no employees. If employees are hired in the future, Consultant shall obtain and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town. Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To Town:

WooJae Kim
Town Engineer
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030
Phone: (408) 399-5773
E-mail: wkim@losgatosca.gov

To Consultant:

Gary Black
Hexagon Transportation Consultants,
Inc.
100 Century Court, Suite 501
San Jose, CA 95112
Phone: (408) 971-6100
E-mail: gblack@hextrans.com

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect to the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including Exhibit A, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

In WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos

Consultant:

Laurel R. Prevetti, Town Manager
Town of Los Gatos

Gary Black
Hexagon Transportation Consultants, Inc.

Department Approval:

Timm Borden
Interim Parks and Public Works Director

Approved as to Form:

Robert W. Schultz
Town Attorney

Fee Schedule

A list of hourly charge rates is shown below.

Hexagon Billing Rates

<u>Professional Classification</u>	<u>Rate per Hour</u>
President	\$290
Principal	\$250
Senior Associate II	\$230
Senior Associate I	\$215
Associate II	\$195
Associate I	\$175
Planner/Engineer II	\$155
Planner/Engineer I	\$125
Admin/Graphics	\$110
Senior CAD Tech	\$95
Technician	\$75

Direct expenses are billed at actual costs, with the exception of mileage, which is reimbursed at the current rate per mile set by the IRS.

Billing rates shown are effective April 1, 2022 and subject to change June 30, 2023.

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification this 3rd day of May 2022 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and Kimley-Horn Associates, Inc., (“Consultant”), whose address is 10 Almaden Boulevard, Suite 1250, San Jose, CA 95113. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town has a need for On-Call Traffic Engineering consulting services (Pass-Through Account) for development projects in the Town of Los Gatos.
- 1.2 Town desires to engage a licensed professional traffic engineering firm to review, analyze, and comment on development project plans; prepare traffic impact analyses and reports per Town policies and guidelines; conduct peer review of developer traffic reports; and attend public meetings as needed.
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- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

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

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

3.3 Workers' Compensation. It is understood that Consultant currently has no employees. If employees are hired in the future, Consultant shall obtain and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town. Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To Town:

WooJae Kim
Town Engineer
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030
Phone: (408) 399-5773
E-mail: wkim@losgatosca.gov

To Consultant:

Adam Dankberg
Kimley-Horn
10 Almaden Boulevard, Suite 1250
San Jose, CA 95113
Phone: (669) 800-4139
E-mail: adam.dankberg@kimley-horn.com

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect to the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including Exhibit A, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

In WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos

Consultant:

Laurel R. Prevetti, Town Manager
Town of Los Gatos

Adam Dankberg
Kimley-Horn

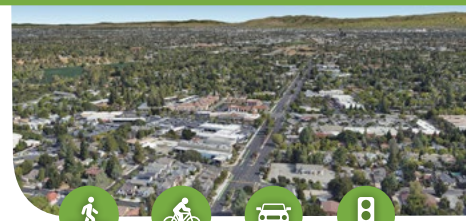
Department Approval:

Timm Borden
Interim Parks and Public Works Director

Approved as to Form:

Robert W. Schultz
Town Attorney

On-Call Traffic Engineering Consultant Services



8 Preliminary Fee Schedule

As requested by the Town, we have provided our fee schedule below. This fee schedule includes all work and labor including, but not limited to, our costs for site visits and travel expenses. In addition, we have also provided the Preliminary Fee Schedule of sub-consultants.



Rate Schedule

Effective June 1, 2021 to July 1, 2022

<u>Position Title</u>	<u>Rates</u>
Analyst	\$120 - \$170
Professional	\$185 - \$230
Sr. Professional	\$240 - \$310
Principal/Sr. Technical Advisor	\$315 - \$345
Project Support	\$100 - \$160

Rates are subject to annual 5% increases effective each July 1st.

Direct expenses, including mileage, postage, printing, and other expenses will be billed at actual cost incurred or consistent with IRS regulations.

Rate Schedule (2021)

Item Description	Unit	Unit Price
Field Support		
Field Survey Crew & Equipment (Prevailing Wage)*	Hour	\$360.00
Round Trip Travel Time & Costs	Hour	\$145.00
Office Support		
Principal	Hour	\$255.00
Director Surveying/Professional Land Surveyor	Hour	\$215.00
Senior Project Manager	Hour	\$180.00
Project Surveyor	Hour	\$165.00
GPS Post Processing	Hour	\$155.00
Survey Technician	Hour	\$150.00
Drafting/ AutoCAD Technician	Hour	\$115.00
Accounting / Clerical	Hour	\$80.00
Reimbursable Costs		
In-House Reproductions		Cost + 15%
Printing and Materials		Cost + 15%
Parking and Tolls		Cost + 15%
Express Mail, Courier, Next Day Service		Cost + 15%
Special Sub-Consultant Services (GPR, etc.)		Cost + 10%
Miscellaneous Services		
Per Diem (when required)	Day	Per GSA Schedule
Consultation in Connection with Litigation	Hour	\$450.00
Transportation (per 2018 IRS Mileage Rate)	Mile	\$0.575
Overtime and Saturday Rates		
	Hour	1.5 times Hourly Rate

The hourly rate increase 3% per year to cover cost of living. Also a 10% mark-up will be added to any sub-consultants utilized to cover project management and administration costs. Hourly rates good for 2020.

*4 or 8 Hour Minimum



National Data & Surveying Services

Northern California Pricing 2021

Intersection Turning Movements

Region	2 Hour 1 Person	2 Hour 2 Person	4 Hour 1 Person	4 Hour 2 Person	6 Hour 1 Person	6 Hour 2 Person
Bay Area	\$145	\$220	\$250	\$375	\$360	\$550
Sacramento	\$145	\$220	\$240	\$360	\$340	\$500
Outer Area	\$175	\$275	\$280	\$425	\$380	\$575
Far-Outer Area	\$200	\$300	\$300	\$450	\$400	\$600

Machine / Hose Counts

Region	Volume		Speed and/or Class	
	1st Day	Additional Days	1st Day	Additional Days
Bay Area	\$85	\$35	\$135	\$45
Sacramento	\$85	\$35	\$135	\$45
Outer Area	\$100	\$45	\$135	\$55
Far-Outer Area	\$115	\$55	\$135	\$65

24 Hour Cameras

Region	1st Day	Additional Days	Review of Video
Bay Area	\$150	\$50	\$25 / Hour
Sacramento	\$150	\$50	\$25 / Hour
Outer Area	\$200	\$75	\$25 / Hour
Far-Outer Area	\$250	\$100	\$25 / Hour

Drone Surveys

Region	Drone Operator*	Drone Flight Time	Review of Video
Bay Area	\$75 / Hour	\$75 / 20 Minutes	\$25 / Hour
Sacramento	\$75 / Hour	\$75 / 20 Minutes	\$25 / Hour

*1 hour of operator setup time is required for all drone counts

Wavetronix

Region	Wavetronix Only*		With Backup Camera**	
	1st Day	Additional Days	1st Day	Additional Days
Bay Area	\$350	\$150	\$600	\$300
Sacramento	\$350	\$150	\$600	\$300
Outer Area	\$400	\$175	\$700	\$350
Far-Outer Area	\$450	\$200	\$800	\$400

*Price reflects a 1 unit installation. Most project sites require 2 units for installation



National Data & Surveying Services

** Camera installation is for any 4 hours of review to correct Wavetronix detection during heavy periods of



Northern California Pricing

Additional Services

Region	Bike / Ped Counts	Parking Survey	Travel Time	Radar (high vol)	Radar (average vol)	Radar (low vol)
Bay Area	\$60 / Hour	\$60 / Hour	\$120 / Hour	\$50	\$90	\$120
Sacramento	\$60 / Hour	\$60 / Hour	\$120 / Hour	\$50	\$90	\$120
Outer Area	\$75 / Hour	\$75 / Hour	\$120 / Hour	\$75	\$115	\$150

FEE SCHEDULE

EFFECTIVE THROUGH DECEMBER 2023

STAFF CATEGORY	2021	2022	2023
Project Manager	\$ 275 - \$ 325	\$ 283 - \$ 335	\$ 292 - \$ 345
Sr. Project Engineer/QA QC Manager	\$ 200 - \$ 250	\$ 206 - \$ 258	\$ 212 - \$ 265
Senior Geologist	\$ 200 - \$ 235	\$ 206 - \$ 242	\$ 212 - \$ 249
Sr. Project Engineer/Geologist	\$ 145 - \$ 220	\$ 149 - \$ 227	\$ 154 - \$ 233
Project Engineer	\$ 145 - \$ 175	\$ 149 - \$ 180	\$ 154 - \$ 186
Project Geologist	\$ 115 - \$ 165	\$ 118 - \$ 170	\$ 122 - \$ 175
Sr. Staff Engineer/PE	\$ 100 - \$ 150	\$ 103 - \$ 155	\$ 106 - \$ 159
Staff Engineer	\$ 85 - \$ 135	\$ 88 - \$ 139	\$ 90 - \$ 143
Field Engineer/Geologist	\$ 70 - \$ 175	\$ 72 - \$ 180	\$ 74 - \$ 186
Senior Technician	\$ 85 - \$ 135	\$ 88 - \$ 139	\$ 90 - \$ 143
Lab Technician	\$ 70 - \$ 105	\$ 72 - \$ 108	\$ 74 - \$ 111
Drafting/Cadd Tech	\$ 70 - \$ 150	\$ 72 - \$ 155	\$ 74 - \$ 159
Contract Administration	\$ 200 - \$ 250	\$ 206 - \$ 258	\$ 212 - \$ 265
Field Engineer/Prevailing Wage		TBD *	

CONSTRUCTION PHASE:

All time spent over 8 hours per day and Saturdays for field personnel will be charged at 1.5 times the hourly rate. Sunday work will be charged at twice the hourly rate. All charges are portal-to-portal and mileage will be charged at 53.5 cents per mile. Field time, including travel time, will be charged in a two-hour increment. Any chargeable time that falls in between these increments will be charged at the rate of the next two-hour increment. Prevailing wages will dictate the field rates wherever applicable.

OUTSIDE SERVICES:

Drilling rental of special equipment and other outside charges will be invoiced at cost plus 10%. Direct contracting/billing and payment will not incur these costs. Outside services, beyond those included in the proposal, will not be performed without prior authorization from the Client.

Miscellaneous outside reimbursable expenses encountered during the performance of our work, such as printing and other incidentals, will be billed at cost plus 10%. Outside services, beyond those included in the proposal, will not be performed without prior authorization from the Client.

The hourly rates indicated above shall remain in effect through December 2023.

These escalations are on an average of 3% per year.

* Prevailing wage will apply to field personnel performing Materials Testing work with the project-specific determination per the Department of Industrial Relations (DIR) requirements.



BILLING RATE SCHEDULE

Hourly Rate of FY 2021
 (01/01/2021 - 12/31/2021)

TITLE	MINIMUM	MAXIMUM
Principal Professional	\$260.00	\$310.00
Supervising Professional II	\$220.00	\$260.00
Supervising Professional I	\$180.00	\$220.00
Senior Professional III	\$170.00	\$210.00
Senior Professional II	\$145.00	\$170.00
Senior Professional I	\$120.00	\$145.00
Associate Professional II	\$110.00	\$130.00
Associate Professional I	\$90.00	\$110.00
Staff Professional II	\$85.00	\$105.00
Staff Professional I	\$65.00	\$85.00
Senior Technician II	\$105.00	\$130.00
Senior Technician I	\$80.00	\$105.00
Technician II	\$65.00	\$80.00
Technician I	\$50.00	\$65.00
Project Coordinator / Tech Editor II	\$85.00	\$130.00
Project Coordinator / Tech Editor I	\$55.00	\$85.00

- Professional staff includes Civil Engineers, Hydraulic Engineers, Geotechnical Engineers, Geologists, Biologists, and Environmental Scientists.
- Expenses are invoiced at 110% of cost.
- Unless expressed within the contract agreement, rates on all contracts are subject to an annual adjustment of a 3% escalation rate on January 1 of each calendar year.
- Rates for deposition and trial time are 1.5 times those shown above.
- Regular Mileage is per IRS rate (currently at \$0.56 per mile) or as otherwise specified in contract.



AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification this 3rd day of May 2022 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and TJKM Transportation Consultants, (“Consultant”), whose address is 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town has a need for On-Call Traffic Engineering consulting services (Pass-Through Account) for development projects in the Town of Los Gatos.
- 1.2 Town desires to engage a licensed professional traffic engineering firm to review, analyze, and comment on development project plans; prepare traffic impact analyses and reports per Town policies and guidelines; conduct peer review of developer traffic reports; and attend public meetings as needed.
- 1.3 Consultant represents and affirms that the firm is qualified and willing to perform the desired work pursuant to this Agreement.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide traffic engineering consulting services in compliance with the Town’s Transportation Impact Policy and Guideline including, but not limited, to Vehicles Miles Traveled (VMT) analysis, trip generation studies, site circulation and access review, intersection and roadway Level of Service (LOS) analysis, and other services as needed.
- 2.2 Time of Performance. Consultant shall perform the services described in this agreement as follows: The services of Consultant are for a five year period that will commence upon the execution of the contract. Should Town not renew a contract, the award and authorization of the contract shall automatically expire. Town shall give Consultant at least 30 days’ notice, prior to the cancellation or expiration of the contract.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
- 2.6 Compensation. Compensation for Consultant's professional services shall not exceed the established hourly rates, as set forth in the Fee Schedule (Exhibit A), which is attached hereto and incorporated herein by reference. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an

agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
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3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

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4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To Town:

WooJae Kim
Town Engineer
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030
Phone: (408) 399-5773
E-mail: wkim@losgatosca.gov

To Consultant:

Nayan Amin
TJKM Transportation Consultants
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588
Phone:
E-mail: namin@tjkm.com

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect to the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including Exhibit A, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

In WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos

Consultant:

Laurel R. Prevetti, Town Manager
Town of Los Gatos

Nayan Amin
TJKM Transportation Consultants

Department Approval:

Timm Borden
Interim Parks and Public Works Director

Approved as to Form:

Robert W. Schultz
Town Attorney

FEE SCHEDULE

Rate Schedule

Principal	\$250/hour
Director	230/hour
Senior Project Manager	210/hour
Project Manager.....	180/hour
Senior Transportation Engineer.....	165/hour
Transportation Engineer.....	145/hour
Assistant Transportation Engineer.....	125/hour
Senior Transportation Planner.....	125/hour
Transportation Planner.....	120/hour
Assistant Transportation Planner	115/hour
Graphics Designer	110/hour
Designer	100/hour
Technical Staff II.....	90/hour
Administration Staff.....	80/hour
Production Staff	55/hour

Reimbursable Expenses

Plotting (per sheet).....	\$18.00
Travel Cost (per mile, subject to change; based on IRS standard mileage rates).....	0.56

All outside services are billed at cost plus a ten percent margin for handling.

Expert Witness charges available upon request.

Rates Effective April 1, 2022

Rates Subject to Change

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification this 3rd day of May 2022 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and Whitlock & Weinberger Transportation (W-Trans), (“Consultant”), whose address is 7901 Oakport Street, Suite 1500, Oakland, CA 94621. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town has a need for On-Call Traffic Engineering consulting services (Pass-Through Account) for development projects in the Town of Los Gatos.
- 1.2 Town desires to engage a licensed professional traffic engineering firm to review, analyze, and comment on development project plans; prepare traffic impact analyses and reports per Town policies and guidelines; conduct peer review of developer traffic reports; and attend public meetings as needed.
- 1.3 Consultant represents and affirms that the firm is qualified and willing to perform the desired work pursuant to this Agreement.

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- 2.1 Scope of Services. Consultant shall provide traffic engineering consulting services in compliance with the Town’s Transportation Impact Policy and Guideline including, but not limited, to Vehicles Miles Traveled (VMT) analysis, trip generation studies, site circulation and access review, intersection and roadway Level of Service (LOS) analysis, and other services as needed.
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- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
- 2.6 Compensation. Compensation for Consultant's professional services shall not exceed the established hourly rates, as set forth in the Fee Schedule (Exhibit A), which is attached hereto and incorporated herein by reference. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.
- Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:
- Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an

agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

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

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

3.3 Workers' Compensation. It is understood that Consultant currently has no employees. If employees are hired in the future, Consultant shall obtain and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town. Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To Town:

WooJae Kim
Town Engineer
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030
Phone: (408) 399-5773
E-mail: wkim@losgatosca.gov

To Consultant:

Mark Spencer
Whitlock & Weinberger Transportation
(W-Trans)
7901 Oakport Street, Suite 1500
Oakland, CA 94621
Phone: (408) 690-7279
E-mail: m Spencer@w-trans.com

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect to the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including Exhibit A, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

In WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos

Consultant:

Laurel R. Prevetti, Town Manager
Town of Los Gatos

Mark Spencer
Whitlock & Weinberger Transportation (W-Trans)

Department Approval:

Timm Borden
Interim Parks and Public Works Director

Approved as to Form:

Robert W. Schultz
Town Attorney

Fee Schedule

Following is our 2022 Fee Schedule by Staff Member. For each on-call assignment, we will submit a scope of work and fee estimate by task and staff member.

2022 Fee Schedule by Staff Member

Name	Title	Billing Rate
Dalene J. Whitlock	Senior Principal	\$330/hour
Steve Weinberger	Senior Principal	\$295/hour
Mark Spencer	Senior Principal	\$290/hour
Brian Canepa	Principal	\$260/hour
Zack Matley	Principal	\$245/hour
Steve Fitzsimons	Principal	\$225/hour
Barry Bergman	Senior Planner	\$200/hour
Kenny Jeong	Senior Traffic Engineer	\$180/hour
Kevin Carstens	Traffic Engineer	\$170/hour
Cameron Nye	Associate Engineer	\$160/hour
Allison Jaromin	Associate Engineer	\$155/hour
Nick Brunetto	Assistant Engineer III	\$135/hour
Jade Kim	Assistant Planner II	\$135/hour
Hannah Yung-Boxdell	Administrative Supervisor	\$130/hour
Corinne Rasmussen	Executive Assistant	\$130/hour
Alex Scrobonia	Administrative Assistant	\$115/hour

2022 Expense Charges

Item	Charge
Mileage	\$0.64/mile*
Services and Expenses	10% surcharge

These rates are valid for work performed prior to December 31, 2022. Work performed after January 1, 2023, and any subsequent year may be billed at the revised rates established for that year.

* Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.585/mile effective January 1, 2022) plus 10 percent.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 05/03/2022
ITEM NO: 15

DATE: April 27, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve an Amendment to the Classification Plan to Create a Flexibly Staffed Communications Dispatcher Job Series

RECOMMENDATION:

Approve an amendment to the Classification Plan to create a flexibly staffed Communications Dispatcher job series.

BACKGROUND:

The Town of Los Gatos Personnel Rules and Regulations (Section 4.4) and the Municipal Code (Section 2.30.925) require that amendments and revisions to the classification plan are effective upon approval by Town Council. Changes must be presented to Council for approval as part of the formal budget adoption, through the labor negotiations process, or as needed.

DISCUSSION:

The Town has an existing Communications Dispatcher classification series that was revised in August 2015. In the process of a recent review of the classification, it was determined that a flexibly staffed classification series would better meet the needs of the Police Department to provide a mechanism for succession planning and a career ladder for existing and future employees.

In accordance with the Town's existing Flexibly Staffed Classes procedure, flexible staffing is the alternate use of two or more classes in a designated series. Flexibly staffed classes allow Departments to hire at the entry-level and provide a career incentive as employees become proficient and gain more experience which ultimately benefits the Town through retention and reduced training time. Alternatively, Departments may hire new employees at the more advanced levels within the series depending on the complexity of assignments and experience needed when vacancies exist.

PREPARED BY: Salina Flores
Human Resources Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

PAGE 2 OF 2

SUBJECT: Amendment to the Classification Plan to Create a Flexibly Staffed
Communications Dispatcher Job Series

DATE: April 27, 2022

DISCUSSION (continued):

The revised Communications Dispatcher series would contain the following classifications: Communications Dispatcher, Senior Communications Dispatcher, and Communications Dispatcher Lead. If approved, the Senior Communications Dispatcher would be added to the Salary Schedule for TEA Classifications (Attachment 1) with appropriate advances in salary ranges that have been calculated using external and internal compensation data to ensure equity.

Since this is a Town Employees' Association (TEA) represented classification, staff has met its obligation to meet and confer regarding the proposed classification and salary range changes.

CONCLUSION:

Staff is requesting the approval of an amendment to the classification plan to create a flexibly staffed series for the Communications Dispatcher classification that would result in the addition of Senior Communications Dispatcher to the plan. The Town's Personnel Rules and Municipal Code require Council approval of classification plan amendments. The California Public Employees' Retirement System (CalPERS), that provides the Town's employee pension benefits, requires that any changes proposed to Town salary schedules are formally approved by a municipal agency governing body (Town Council).

FISCAL IMPACT:

If a vacancy occurs or the department chooses to promote an existing staff member, the cost will be absorbed into the Department's existing operating budget.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachment:

1. Salary schedule for TEA Classifications Effective June 27, 2021 and proposed changes

**Town of Los Gatos TEA Classifications
Salary Schedule for Fiscal Year 2021/22
Effective June 27, 2021
Adopted by Town Council November 16, 2021**

Class Code	Classification Title	Rate Type	Range TE1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4310	Account Technician	Hourly	08	\$34.15	\$35.86	\$37.65	\$39.53	\$41.51	\$44.17
3580	Administrative Assistant	Hourly	04	\$28.58	\$30.01	\$31.51	\$33.09	\$34.74	\$37.06
4620	Assistant Engineer	Hourly	25	\$45.48	\$47.75	\$50.14	\$52.65	\$55.28	\$58.62
4420	Assistant Planner	Hourly	12	\$39.55	\$41.53	\$43.61	\$45.79	\$48.08	\$51.06
4600	Associate Civil Engineer	Hourly	27	\$51.74	\$54.33	\$57.05	\$59.90	\$62.90	\$66.63
4661	Associate Engineering Technician	Hourly	14	\$39.83	\$41.82	\$43.91	\$46.11	\$48.42	\$51.42
4400	Associate Planner	Hourly	20	\$46.02	\$48.32	\$50.74	\$53.28	\$55.94	\$59.32
4410	Building Inspector	Hourly	24	\$44.28	\$46.49	\$48.81	\$51.25	\$53.81	\$57.08
4430	Code Compliance Officer	Hourly	10	\$39.59	\$41.57	\$43.65	\$45.83	\$48.12	\$51.11
4530	Communications Dispatcher	Hourly	14	\$41.95	\$44.05	\$46.25	\$48.56	\$50.99	\$54.12
4535	Communications Dispatcher Lead*	Hourly	19	\$53.00	\$55.65	\$58.43	\$61.35	\$64.42	\$68.22
4540	Community Services Officer	Hourly	11	\$33.67	\$35.35	\$37.12	\$38.98	\$40.93	\$43.56
4615	Construction Project Manager	Hourly	26	\$49.64	\$52.12	\$54.73	\$57.47	\$60.34	\$63.94
4660	Engineering Technician	Hourly	13	\$36.16	\$37.97	\$39.87	\$41.86	\$43.95	\$46.73
4705	Environmental Programs Specialist	Hourly	08	\$34.15	\$35.86	\$37.65	\$39.53	\$41.51	\$44.17
4200	Events and Marketing Specialist	Hourly	06	\$30.12	\$31.63	\$33.21	\$34.87	\$36.61	\$39.02
3501	Executive Assistant	Hourly	08	\$34.15	\$35.86	\$37.65	\$39.53	\$41.51	\$44.17
4900	IT Systems Administrator	Hourly	23	\$49.30	\$51.77	\$54.36	\$57.08	\$59.93	\$63.51
4915	IT Technician	Hourly	07	\$36.95	\$38.80	\$40.74	\$42.78	\$44.92	\$47.75
4810	Librarian	Hourly	16	\$37.79	\$39.68	\$41.66	\$43.74	\$45.93	\$48.81
4830	Library Assistant	Hourly	03	\$27.90	\$29.30	\$30.77	\$32.31	\$33.93	\$36.21
4807	Library Customer Service Specialist	Hourly	01	\$26.14	\$27.45	\$28.82	\$30.26	\$31.77	\$33.94
4805	Library Customer Service Supervisor	Hourly	08	\$34.15	\$35.86	\$37.65	\$39.53	\$41.51	\$44.17
4825	Library Specialist	Hourly	06	\$30.12	\$31.63	\$33.21	\$34.87	\$36.61	\$39.02
4819	Library Tech Specialist	Hourly	15	\$36.62	\$38.45	\$40.37	\$42.39	\$44.51	\$47.32
3181	Office Assistant	Hourly	01	\$26.14	\$27.45	\$28.82	\$30.26	\$31.77	\$33.94
4640	Park Services Officer	Hourly	11	\$33.67	\$35.35	\$37.12	\$38.98	\$40.93	\$43.56
4560	Parking Control Officer	Hourly	01	\$26.14	\$27.45	\$28.82	\$30.26	\$31.77	\$33.94
4440	Permit Technician	Hourly	09	\$32.90	\$34.55	\$36.28	\$38.09	\$39.99	\$42.57

**Town of Los Gatos TEA Classifications
Salary Schedule for Fiscal Year 2021/22
Effective June 27, 2021
Adopted by Town Council November 16, 2021**

Class Code	Classification Title	Rate Type	Range TE1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4425	Planning Technician	Hourly	11	\$33.67	\$35.35	\$37.12	\$38.98	\$40.93	\$43.56
4550	Police Records Specialist	Hourly	05	\$29.26	\$30.72	\$32.26	\$33.87	\$35.56	\$37.92
4630	Public Works Inspector	Hourly	18	\$41.18	\$43.24	\$45.40	\$47.67	\$50.05	\$53.13
4450	Senior Building Inspector	Hourly	27	\$51.74	\$54.33	\$57.05	\$59.90	\$62.90	\$66.63
4525	Senior Communications Dispatcher**	Hourly	29	\$47.00	\$49.35	\$51.82	\$54.41	\$57.13	\$60.56
4831	Senior Library Page	Hourly	02	\$18.38	\$19.30	\$20.27	\$21.28	\$22.34	\$24.04
4565	Senior Parking Control Officer	Hourly	11	\$33.67	\$35.35	\$37.12	\$38.98	\$40.93	\$43.56
4405	Senior Planner	Hourly	28	\$53.00	\$55.65	\$58.43	\$61.35	\$64.42	\$68.22
4610	Senior Public Works Inspector	Hourly	26	\$49.64	\$52.12	\$54.73	\$57.47	\$60.34	\$63.94
4662	Sr. Engineering Technician	Hourly	24	\$44.28	\$46.49	\$48.81	\$51.25	\$53.81	\$57.08

Reflects General Increase of 2%

**Proposed range increase for Approval May 3, 2022*

***New classification for Approval May 3, 2022*



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 05/03/2022

ITEM NO: 16

DATE: April 26, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Receive the Results of the Community Survey and Provide any Direction to Staff

RECOMMENDATION:

Receive the results of the Community Survey (Attachments 1 and 2) and provide any direction to staff.

BACKGROUND:

On July 28, 2021, the Town issued a Request for Proposals (RFP) for Community Survey Consultant Services. As stated in the Purpose Section of the RFP, "The Town of Los Gatos (Town) is seeking proposals from qualified professional consultants (Proposers) to conduct a scientific community survey to gather resident feedback and measure satisfaction with Town services, quality of life, and other information to help the Town better understand the community's priorities, concerns, and needs."

Proposals were due by the August 25, 2021, submittal deadline. The Town received eight proposals from the following firms by the submittal deadline:

- CoSpero Consulting
- Downs & St. Germain Research
- EMC Research
- ETC Institute
- FM3
- Godbe Research
- Probolsky Research
- True North Research

PREPARED BY: Arn Andrews
Assistant Town Manager

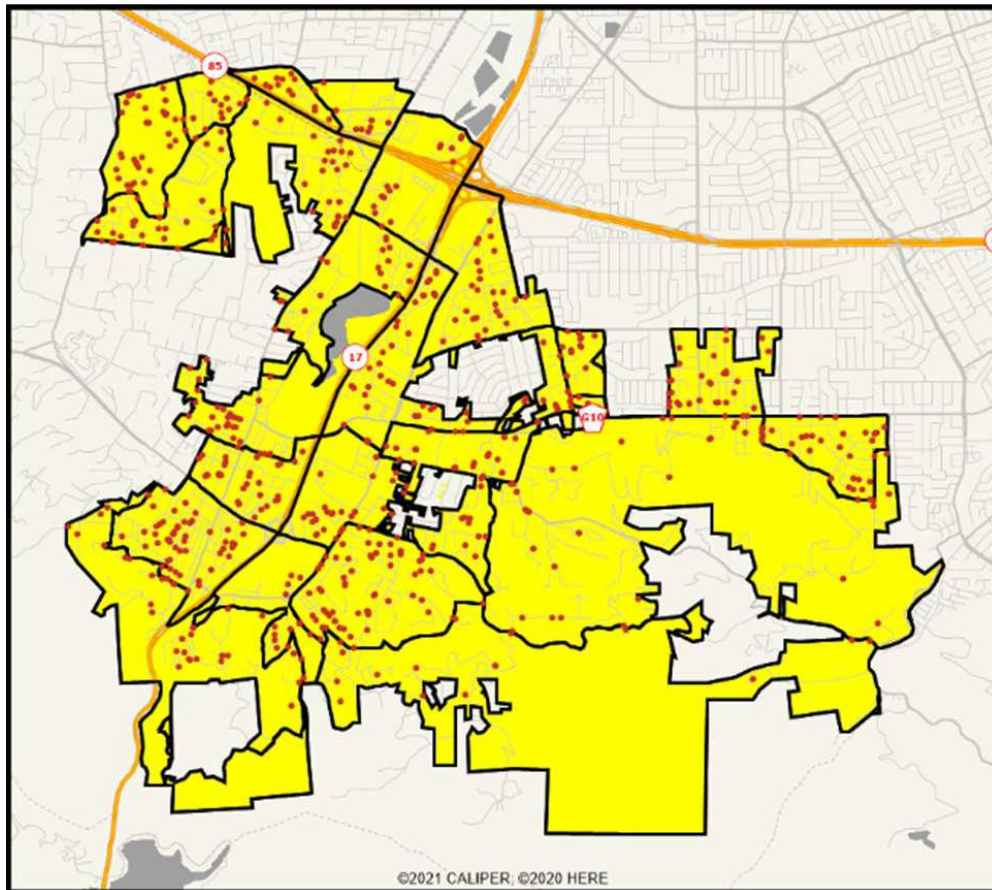
Reviewed by: Town Manager and Town Attorney

BACKGROUND:

After staff review and scoring of the proposals, the firms of Probolsky, FM3, and ETC Institute were invited to the interview phase of the selection process. Based on the initial scoring, interviews, and subsequent reference checks, staff engaged the services of ETC Institute to perform the Community Survey.

DISCUSSION:

In consultation with the Town, ETC Institute developed the Community Survey instrument which was mailed to a random sample of households starting February 2, 2022. At the conclusion of the survey response period, ETC Institute received 650 completed surveys, surpassing the goal of 400 households, and equating to a precision of at least +/-3.8% at the 95% level of confidence. The survey sample was both representative of demographic and geographic respondents. The GIS map below shows the Town boundaries and the red dots represent completed surveys.



Attachment 2 provides visual color-coded survey results by geographic areas of Town.

DISCUSSION (continued):

The survey contains significant information the Council could consider when targeting resources toward services of the highest importance to residents and the targeting of resources toward those services where residents are the least satisfied. In addition, the survey is constructed so future surveys can be benchmarked against prior surveys to create a time series of community satisfaction. Provided below are some of the high-level importance and satisfaction findings from the survey. Staff will provide additional report highlights during the Council meeting.

- Almost all residents rated the Town as either an excellent or good place to live (97.2%) and as a place to raise children (93.4%). Compared to the national average in both of these categories, the Town's rating as a place to live was almost double the national average of 49.7% and 31% points above the national average as a place to raise children.
- The top two Town services that are most important to residents are the overall quality of Town police services (55.4%) and the overall maintenance of Town streets, sidewalks, and infrastructure (52.0%).
- Based on the sum of resident's top three choices, the top three community investment areas most important for the Town to pursue are: improving traffic flow to reduce traffic congestion (61.9%), maintaining streets, sidewalks, and storm sewer systems (39.7%), and increasing neighborhood police patrols (37.7%).

In addition to the individual importance and satisfaction findings in the survey ETC Institute develops an Importance-Satisfaction (I-S) rating. The Importance-Satisfaction (I-S) rating is based on the concept that public agencies will maximize overall resident satisfaction by emphasizing improvements in those areas where the level of satisfaction is relatively low, and the perceived importance of the service is relatively high. Based on the results of this analysis, the major services that are recommended as the top opportunity for improvement over the next two years, in order to raise the Town's overall satisfaction rating are:

- The overall maintenance of Town streets, sidewalks, and infrastructure (I-S Rating=0.1940)
- Town Planning, Buildings, and Development services (I-S Rating=0.1625)
- Overall quality of Town police services (I-S Rating=0.1424)

The second level of analysis reviewed the importance of and satisfaction with specific areas of services. This analysis was conducted to help Department managers set priorities for their Department. Based on the results of this analysis, the services that are recommended as the top priorities within each Department over the next two years are listed below:

DISCUSSION (continued):

- Public Safety: the Town's overall efforts to prevent crime, visibility of police personnel in neighborhoods, efforts to collaborate with the public to address concerns, and effectiveness of local police protection.
- Streets, Sidewalks, and Infrastructure: flow of traffic on Town streets.
- Park Facilities: walking and biking trails in Town.
- Economic Opportunity: how well the Town is managing growth, available support for entrepreneurs and small business owners, efforts to attract new business and tourism, availability of adequate and affordable housing units, and access to quality and affordable housing.
- Communication and Community Engagement: efforts by the Town to keep residents informed about local issues, opportunities for residents to engage in improvements in their neighborhood, opportunities for residents to engage in development projects in their neighborhood, opportunities for residents to engage/provide input into decisions made by elected officials, and the availability of information about Town programs and services.

CONCLUSION:

Receive the results of the Community Survey (Attachments 1 and 2) and provide any comments or direction to staff.

COORDINATION:

This staff report was coordinated with the Town Manager and Town Attorney.

FISCAL IMPACT:

None.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. Community Survey Results
2. Community Survey GIS Mapping

TOWN OF
Los GATOS
CALIFORNIA

2022 COMMUNITY SURVEY

Findings Report

Prepared By
ETC INSTITUTE
OLATHE, KANSAS

Presented To The
TOWN OF LOS GATOS,
CALIFORNIA

APRIL 2022



Table of Contents

Section 1: page i Executive Summary

Section 2: page 1 Charts & Graphs:
Overall Results

Section 3: page 34 Benchmark Analysis

Section 4: page 43 Importance–Satisfaction
Analysis

Section 5: page 52 Tabular Data

Section 6: page 112 Survey Instrument

Section 1: Executive Summary

Purpose & Methodology

Purpose

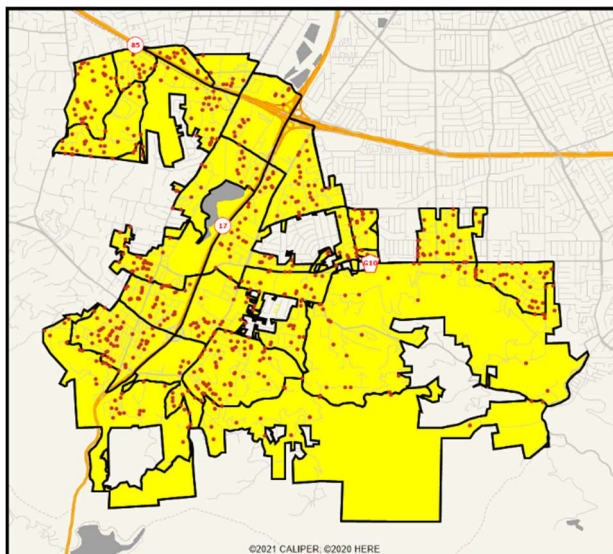
ETC Institute administered a community survey to residents of the Town of Los Gatos, CA. The purpose of this survey was to gather information on residents' level of satisfaction with Town services and to gather opinions about other topics. Information received will be used to help Town leaders know where they are doing well and where they can improve. Data from the survey will help these leaders to make certain they are making decisions that align to the needs of the Town residents and prioritizing services that will positively impact the community.

Methodology

The survey instrument, cover letter, and postage paid return envelope were mailed to a random sample of households in the Town. The cover letter explained the purpose of the survey and encouraged residents to either return their survey by mail or complete the survey online.

Approximately, ten days after the surveys were mailed, ETC Institute sent emails/text messages to the households that received the survey to encourage participation. The emails/texts contained a link to the online version of the survey to make it easy for residents to complete. To prevent people who were not residents of the Town from participating, everyone who completed the survey online was required to enter their home address prior to submitting the survey. ETC Institute then matched the addresses that were entered online with the addresses that were originally selected for the random sample. If the address from a survey completed online did not match one of the addresses selected for the sample, the online survey was not counted. The GIS map below shows the Town boundaries and the red dots represent completed surveys.

The goal was to obtain 400 surveys and this goal was exceeded with a total of 650 completed surveys. The overall response for the sample of 650 completed surveys have a precision of at least +/- 3.8% at the 95% level of confidence.



Overview of the Findings Report

This report contains:

- ◆ An executive summary of the survey purpose, methodology, and major findings
- ◆ Charts and graphs showing the overall results
- ◆ Benchmark analysis charts and graphs showing how the Town of Los Gatos compares to other communities of similar size, in California, and nationally
- ◆ Importance-satisfaction analysis tables showing priorities based on resident satisfaction and level of importance for service items
- ◆ Frequency tables that show the results for each question on the survey
- ◆ A copy of the cover letter and survey instrument

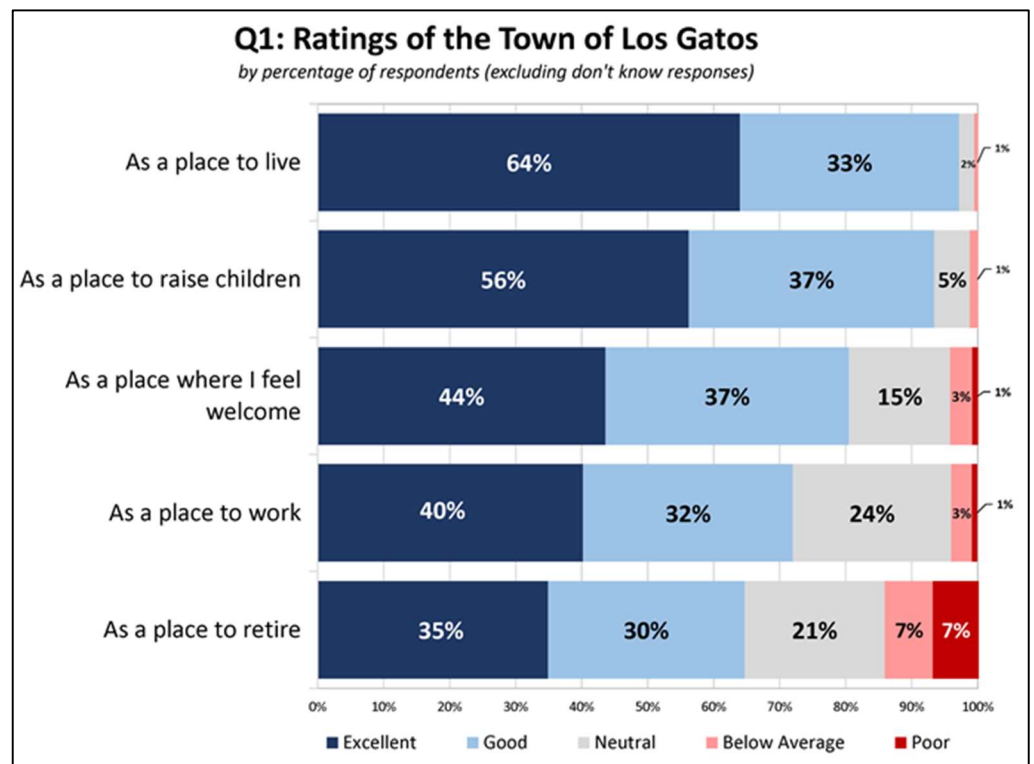
Key Findings

- The majority of residents rated the Town of Los Gatos as either an excellent or good place to live, raise children, work, retire, and where you feel welcomed.
- The majority of residents indicated that the overall quality of Town police services and maintenance of streets, sidewalks, and infrastructure are the most important to them.
- Almost all residents are satisfied with the overall feeling of safety in the Town. Residents are most satisfied with the professionalism of police officers, quality of dispatch/911 services, and how quickly police respond to emergencies. The public safety service that is most important to residents is the Town's overall efforts to prevent crime.
- The top three most important maintenance of streets, sidewalks, and infrastructure services to residents are the flow of traffic, maintenance of major streets, and the overall cleanliness of streets and public areas.
- Two-thirds of residents are satisfied with the overall quality of customer service they receive from Town employees; 24.5% above the average of communities in California and 25.4% above the national average.

Major Findings

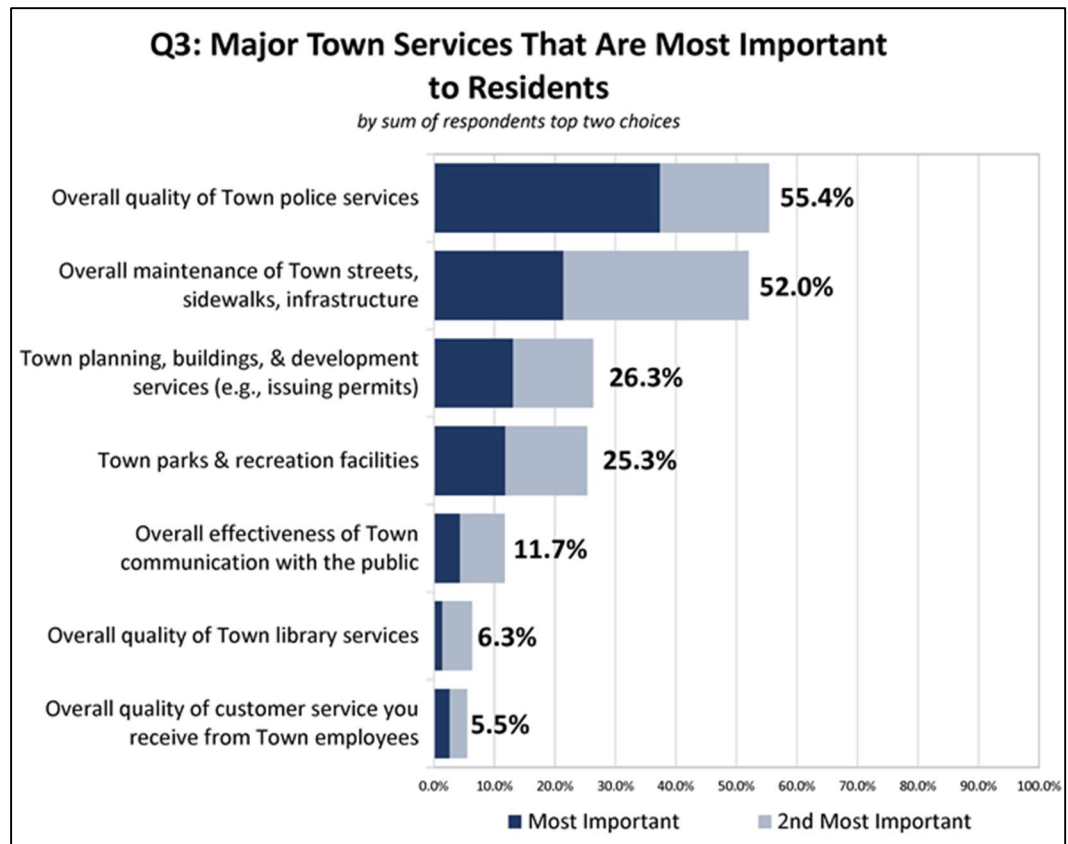
The majority of residents rated the Town of Los Gatos as either an excellent or good place to live, raise children, work, retire, and where you feel welcomed.

- The graph below shows how residents rated the Town of Los Gatos as a place to live, raise children, work, retire, and where you feel welcome.
- Almost all residents rated the Town as either an *excellent* or *good* place to live (97.2%) and as a place to raise children (93.4%). Compared to the national average in both of these categories, the Town’s rating as a place to live was almost double the national average of 49.7% and 31% points above the national average as a place to raise children.
- Over three-fourths (79.5%) of residents indicated that they think they will still be living in the Town of Los Gatos five years from now.



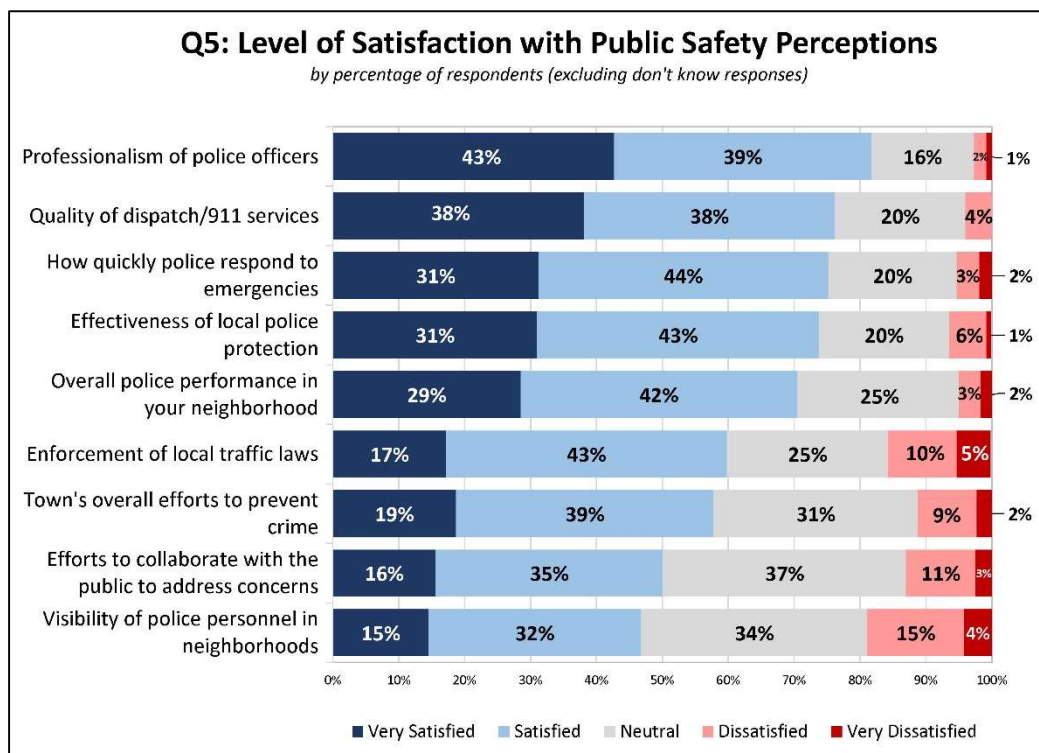
The majority of residents indicated that the overall quality of Town police services and maintenance of streets, sidewalks, and infrastructure are the most important to them.

- Residents were given a list of services offered by the Town and asked to rate their level of satisfaction with each. Almost all residents were either *very satisfied* or *satisfied* with the overall quality of Town library services (93.0%) and Town parks and recreation facilities (91.4%). The Town services that had the third and fourth highest ratings of satisfaction were police services (74.3%) and customer service (66.0%).
- Six Town services were compared to other communities and the Town did exceptionally well, having higher ratings in all six services analyzed. The largest difference was +40.8% above the national average (50.6%) for resident satisfaction with parks and recreation facilities.
- The graph below shows the sum of resident’s top two choices and the top two Town services that are most important to residents are the overall quality of Town police services (55.4%) and the overall maintenance of Town streets, sidewalks, and infrastructure (52.0%).



Almost all residents are satisfied with the overall feeling of safety in the Town. Residents are most satisfied with the professionalism of police officers, quality of dispatch/911 services, and how quickly police respond to emergencies. The public safety service that is most important to residents is the Town’s overall efforts to prevent crime.

- Eighty-four percent (83.9%) of residents indicated that they were either *very satisfied* or *satisfied* with the overall feeling of safety in the Town.
- The public safety perceptions that residents were most satisfied with were:
 - Professionalism of police officers (81.7%)
 - Quality of dispatch/911 services (76.2%)
 - How quickly police respond to emergencies (75.2%)
- The public safety perceptions that residents were least satisfied with were:
 - Town’s overall efforts to prevent crime (57.8%)
 - Efforts to collaborate with the public to address concerns (50.1%)
 - Visibility of police personnel in neighborhoods (46.8%)
- Based on the sum of resident’s top three choices, the top three public safety services that are most important to residents were: the Town’s overall efforts to prevent crime (56.7%), effectiveness of local police protection (40.9%), and how quickly police respond to emergencies (35.2%).



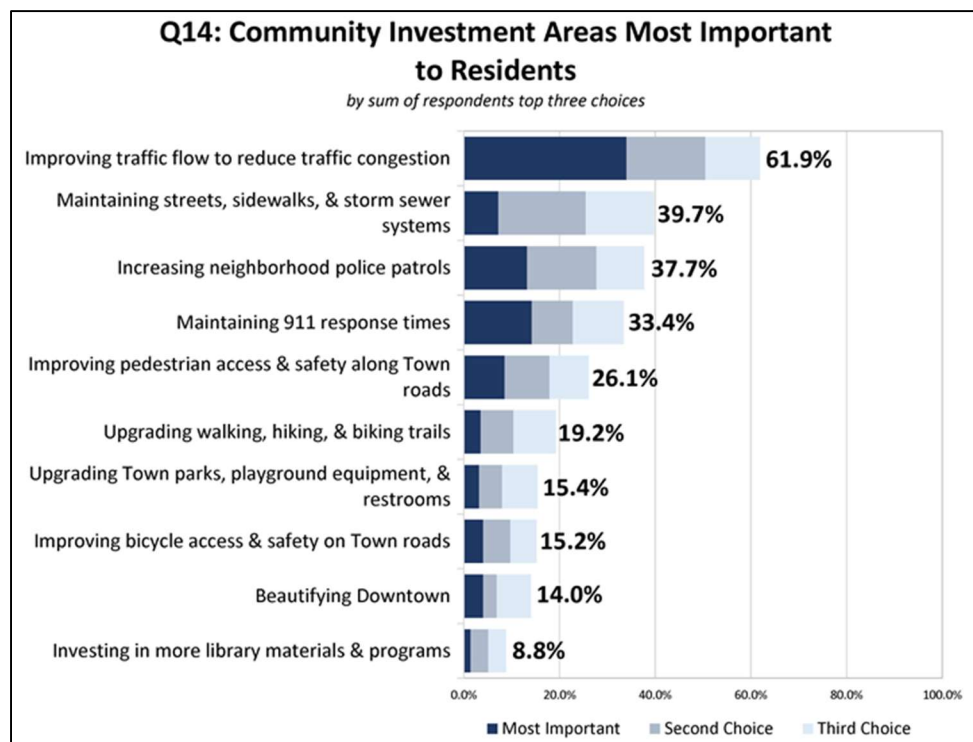
The top three most important maintenance of streets, sidewalks, and infrastructure services to residents are the flow of traffic, maintenance of major streets, and the overall cleanliness of streets and public areas.

- Residents were asked to rate their level of satisfaction with street, sidewalk, and infrastructure services and the top three services with the highest ratings of satisfaction were:
 - Maintenance of street signs and traffic signals (76.4%)
 - Overall cleanliness of Town streets and other public areas (75.5%)
 - Maintenance of major Town streets (73.6%)

- The two services with the lowest ratings of satisfaction were:
 - Condition of sidewalks in the Town (61.8%)
 - Flow of traffic on Town streets (32.2%)

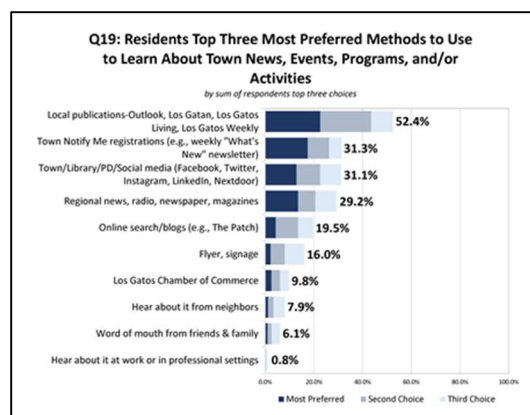
- Based on the sum of *very supportive* and *supportive* responses, most residents are supportive of investing tax dollars in the maintenance of streets, sidewalks, and storm sewer systems (95.1%) and improving traffic flow to reduce traffic congestion.

- Based on the sum of resident’s top three choices, the top three community investment areas most important for the Town to pursue, are: improving traffic flow to reduce traffic congestion (61.9%), maintaining streets, sidewalks, and storm sewer systems (39.7%), and increasing neighborhood police patrols (37.7%). *See graph below.*



Two-thirds of residents are satisfied with the overall quality of customer service they receive from Town employees; 24.5% above the average of communities in California and 25.4% above the national average.

- Sixty-six percent (66.0%) of residents indicated they were either *very satisfied* or *satisfied* with the customer service received from Town employees.
- Eighty-seven percent (87.0%) of residents indicated that the Town employee(s) they most recently contacted were either *always* or *usually* courteous and polite, 65.4% indicated the Town employee(s) either *always* or *usually* did what they said they would do in a timely manner, and 64.0% indicated the Town employee(s) either *always* or *usually* gave prompt, accurate, and complete answers to questions.
- The majority of residents are satisfied with the following communication and community engagement items:
 - Access to information about Town Council, Boards, and Commissions meetings (56.1%)
 - Availability of information about Town programs and services (54.0%)
- The following communication services are most important to at least a quarter of residents:
 - Efforts by the Town to keep them informed about local issues (45.1%)
 - Opportunity to engage in improvements in their neighborhood (28.2%)
 - Opportunity to engage/provide input into decisions made by Elected Officials (26.5%)
 - Availability of information about Town programs and services (26.3%)
- Based on the sum of resident’s top three choices, the top three methods that residents most prefer to use to learn about Town news, events, programs, and/or activities are through local publications (52.4%), Town Notify Me registrations (31.3%), and Town, Library, and Police Department social media accounts (31.1%). *See graph to the right.*



Conclusion

(Importance-Satisfaction Analysis)

To ensure the Town continues to deliver high quality services to its residents, ETC Institute recommends the Town emphasize the following areas.

Overall Priorities for the Town by Major Categories of Services:

The first level of analysis reviewed the importance of and satisfaction with major Town services. This analysis was conducted to help set the overall priorities for the Town. The table below shows the Importance-Satisfaction Analysis for all major services analyzed. Based on the results of this analysis, the major services that are recommended as the top opportunity for improvement over the next two years, in order to raise the Town's overall satisfaction rating is

- The overall maintenance of Town streets, sidewalks, and infrastructure (IS Rating=0.1940)
- Town Planning, Buildings, and Development services (IS Rating=0.1625)
- Overall quality of Town police services (IS Rating=0.1424)

Importance-Satisfaction Analysis Ratings 2022 Town of Los Gatos Community Survey Major Town Services Los Gatos, CA						
Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (I-S = 0.10-0.20)						
Overall maintenance of Town streets, sidewalks, and infrastructure	52.0%	2	62.7%	5	0.1940	1
Town Planning, Buildings, and Development services (e.g., issuing permits)	26.3%	3	38.2%	7	0.1625	2
Overall quality of Town police services	55.4%	1	74.3%	3	0.1424	3
Medium Priority (I-S < 0.10)						
Overall effectiveness of Town communication with the public	11.7%	5	50.3%	6	0.0581	4
Town parks and recreation facilities	25.3%	4	91.4%	2	0.0218	5
Overall quality of customer service you receive from Town employees	5.5%	7	66.0%	4	0.0187	6
Overall quality of Town library services	6.3%	6	93.0%	1	0.0044	7

Priorities for Specific Areas:

The second level of analysis reviewed the importance of and satisfaction with specific areas of services. This analysis was conducted to help departmental managers set priorities for their department. Based on the results of this analysis, the services that are recommended as the top priorities within each department over the next two years are listed below:

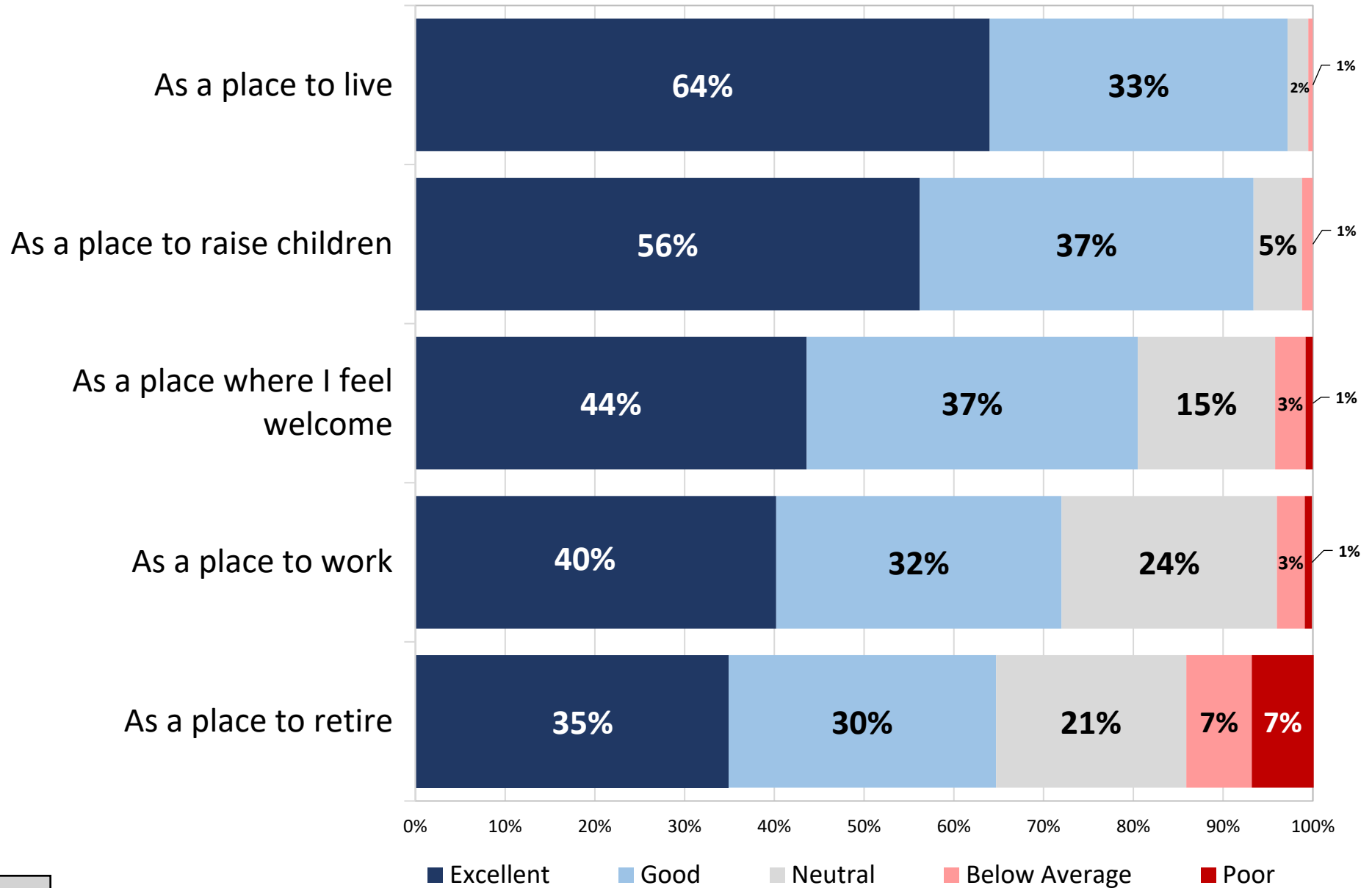
- Public Safety: the Town's overall efforts to prevent crime, visibility of police personnel in neighborhoods, efforts to collaborate with the public to address concerns, and effectiveness of local police protection
- Streets, Sidewalks, and Infrastructure: flow of traffic on Town streets
- Park Facilities: walking and biking trails in Town

- ◆ Economic Opportunity: how well the Town is managing growth, support for entrepreneurs and small business owners available, efforts to attract new business and tourism, availability of adequate and affordable housing units, and access to quality and affordable housing
- ◆ Communication and Community Engagement: efforts by the Town to keep residents informed about local issues, opportunities for residents to engage in improvements in their neighborhood, opportunities for residents to engage in development projects in their neighborhood, opportunities for residents to engage/provide input into decisions made by Elected Officials, and the availability of information about Town programs and services

Section 2: Charts & Graphs of Overall Results

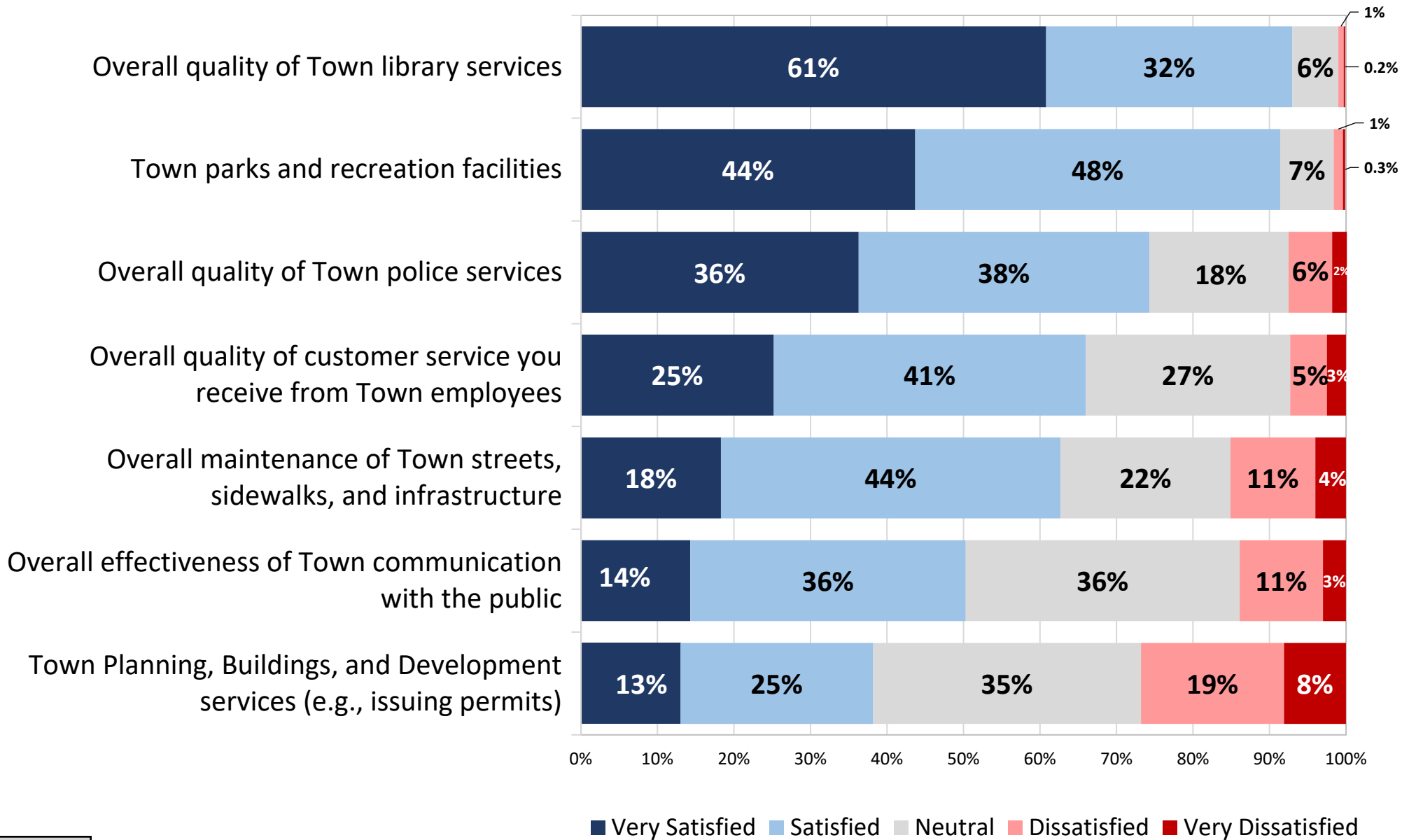
Q1: Ratings of the Town of Los Gatos

by percentage of respondents (excluding don't know responses)



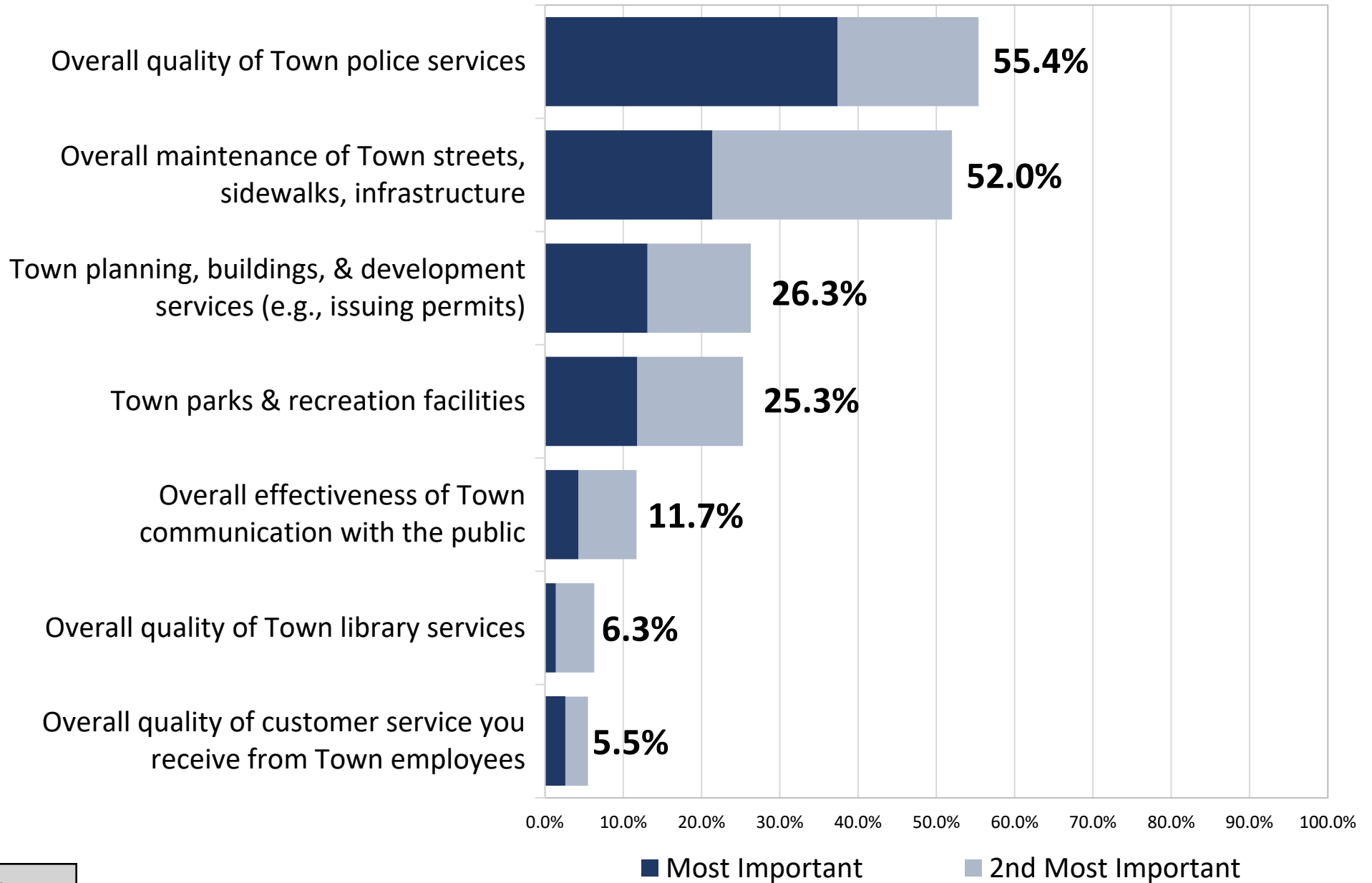
Q2: Level of Satisfaction with the Overall Quality of Major Town Services

by percentage of respondents (excluding don't know responses)



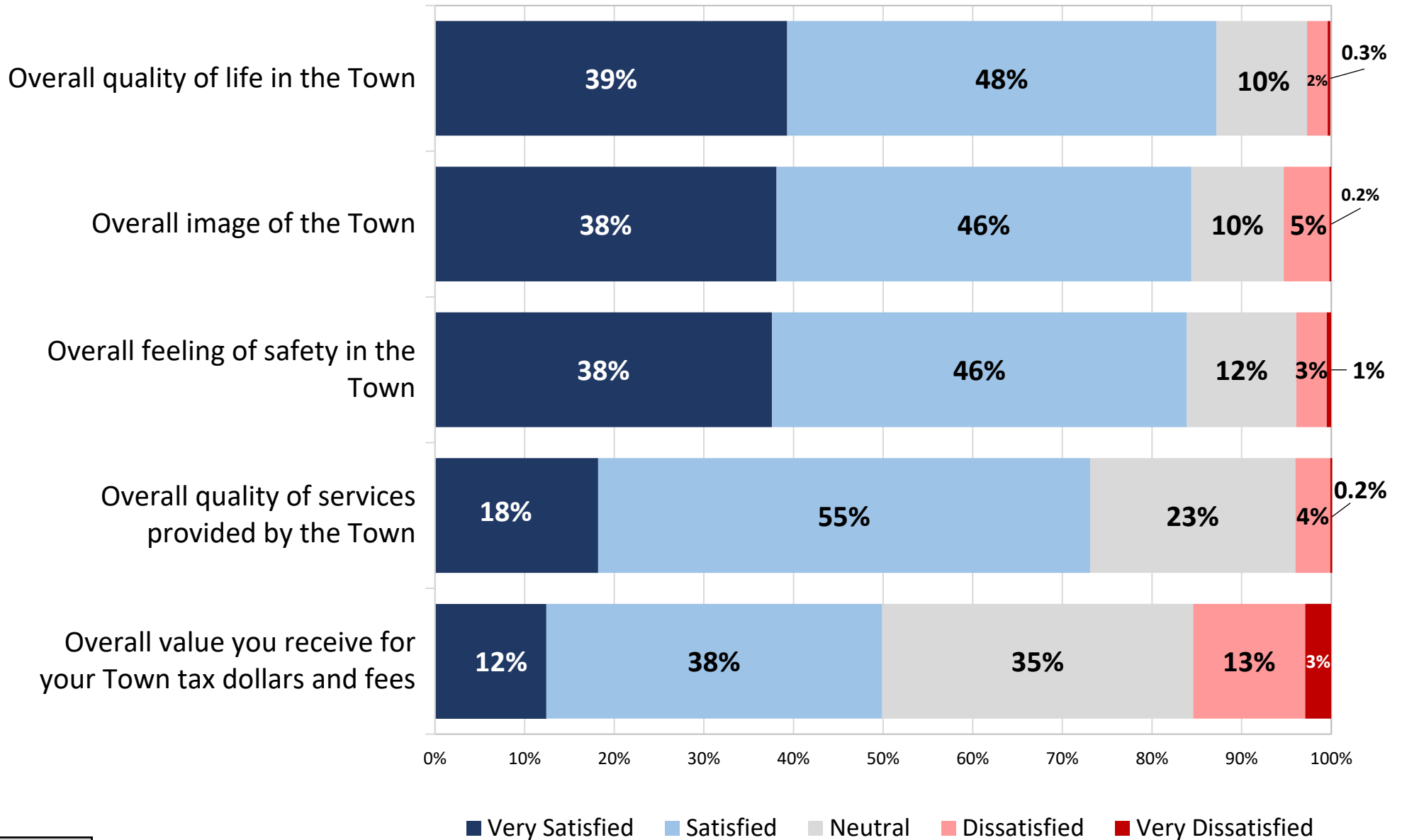
Q3: Major Town Services That Are Most Important to Residents

by sum of respondents top two choices



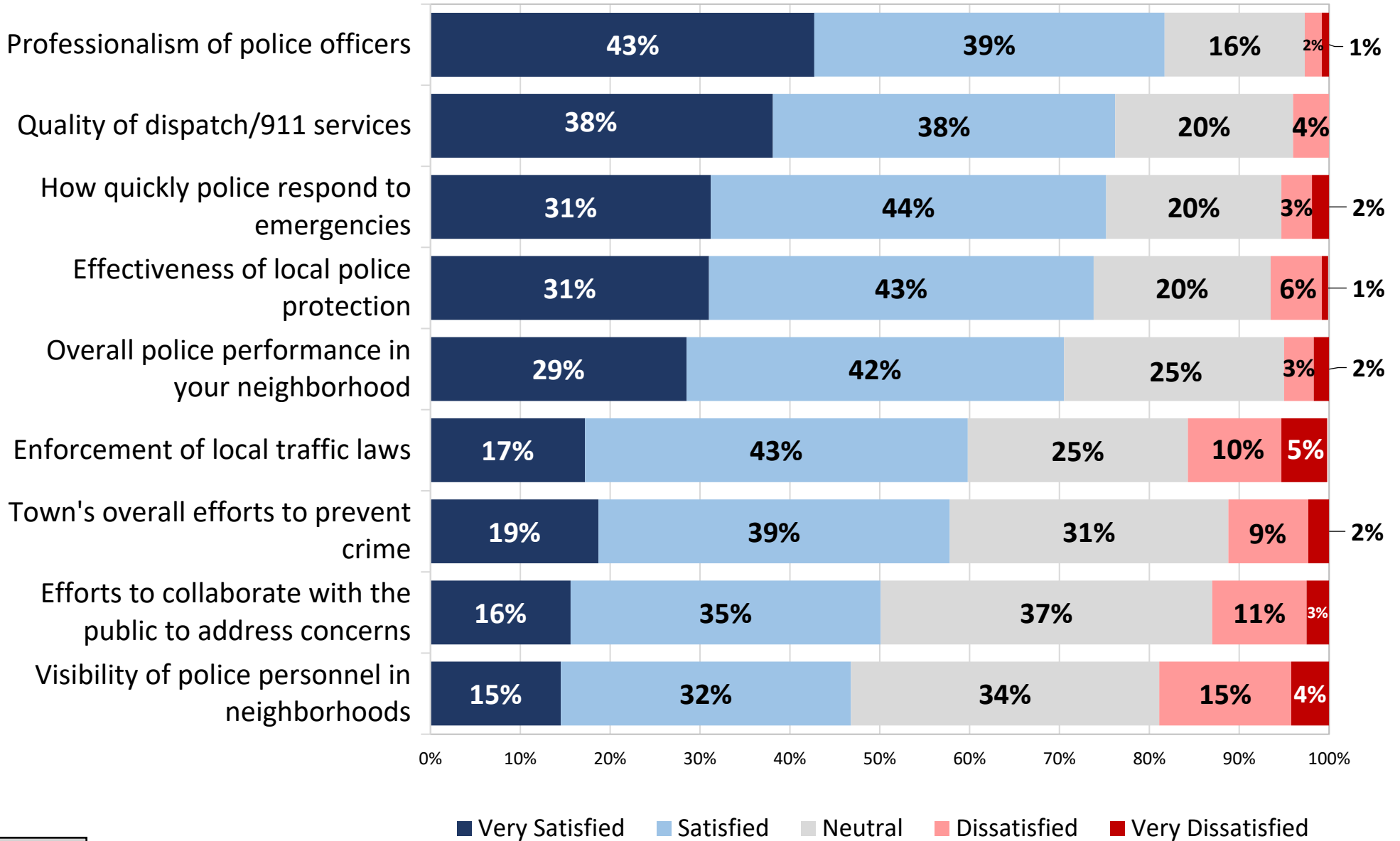
Q4: Level of Satisfaction with Perceptions of the Community

by percentage of respondents (excluding don't know responses)



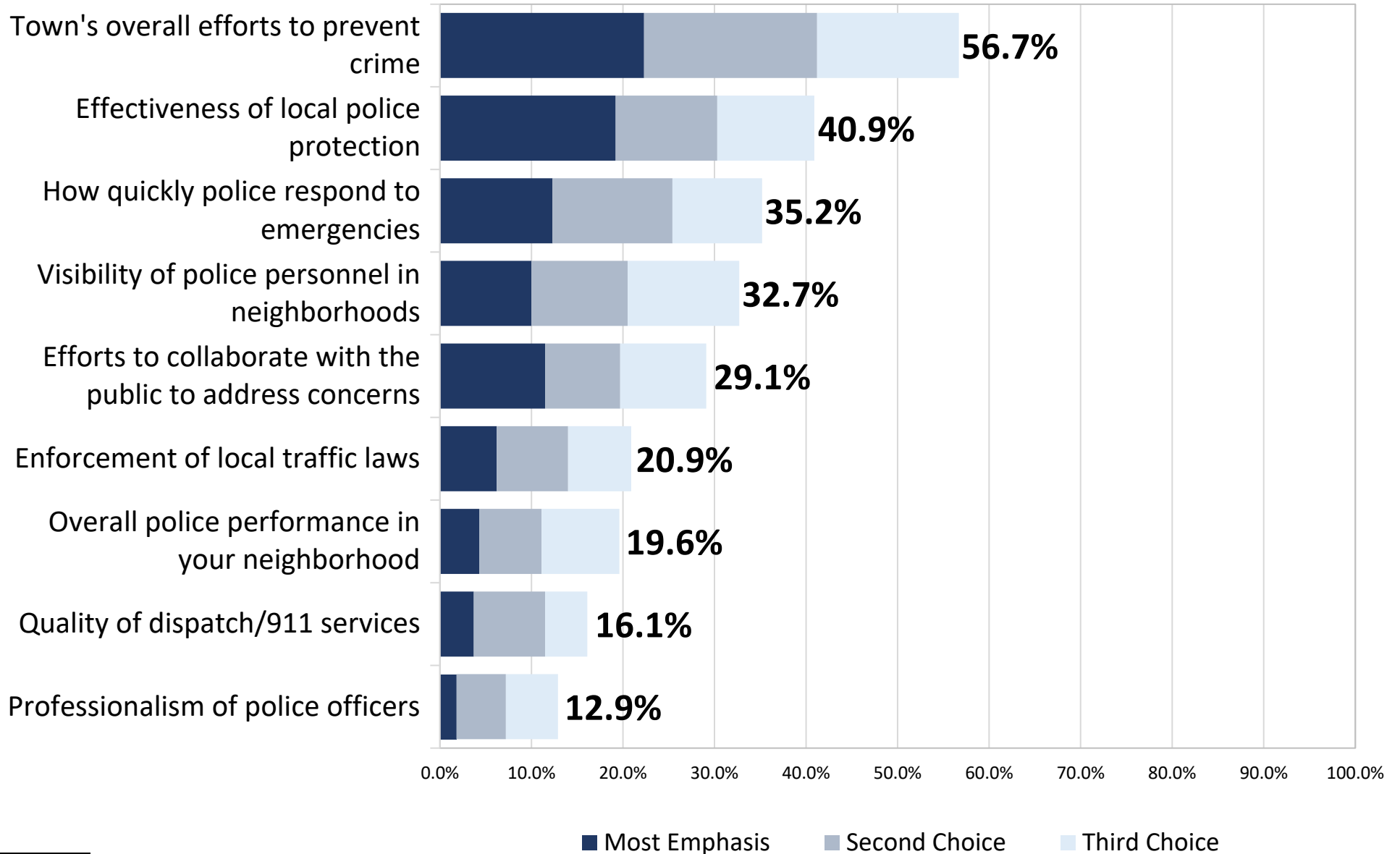
Q5: Level of Satisfaction with Public Safety Perceptions

by percentage of respondents (excluding don't know responses)



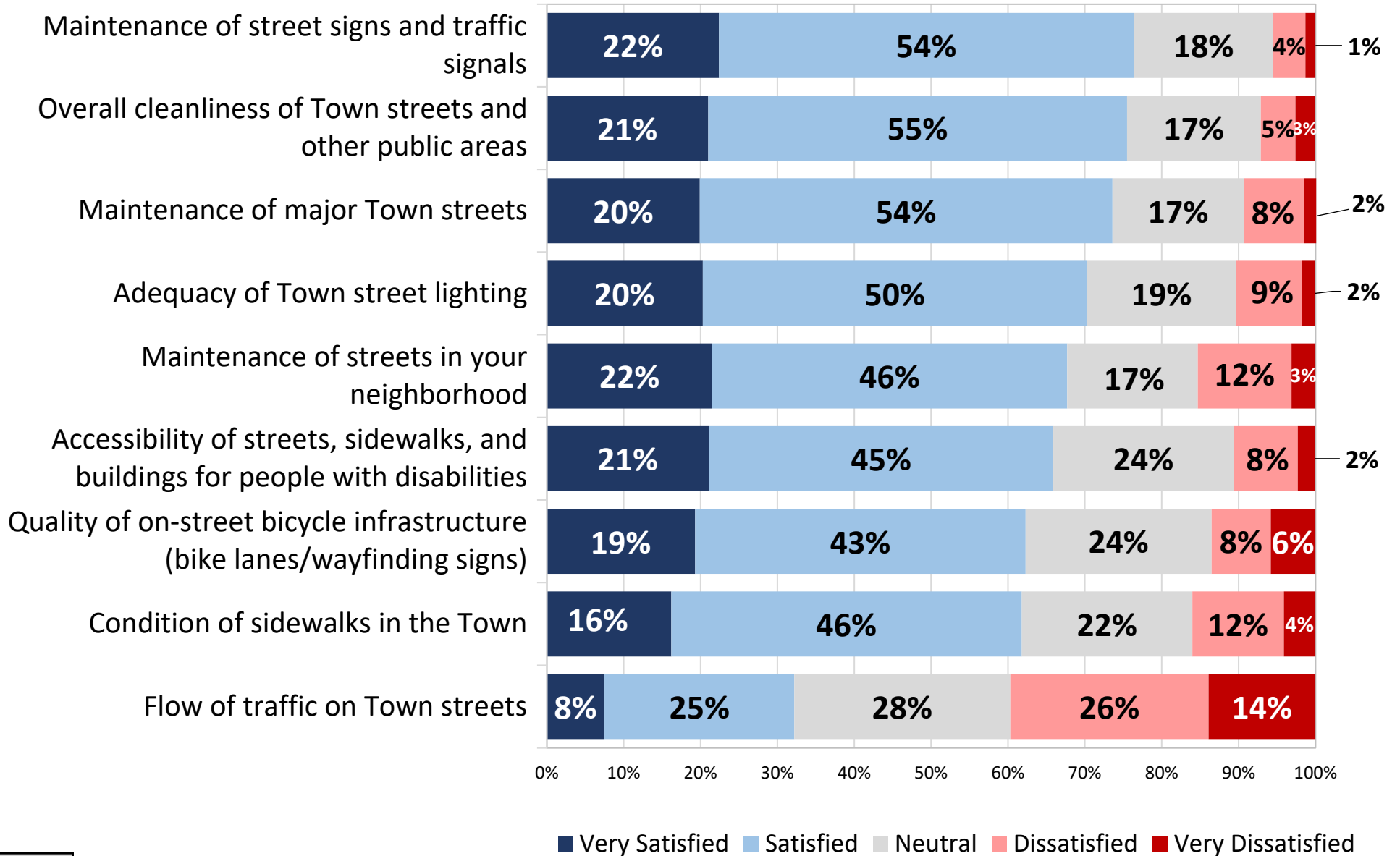
Q6: Public Safety Perceptions That Are Most Important to Residents

by sum of respondents top three choices



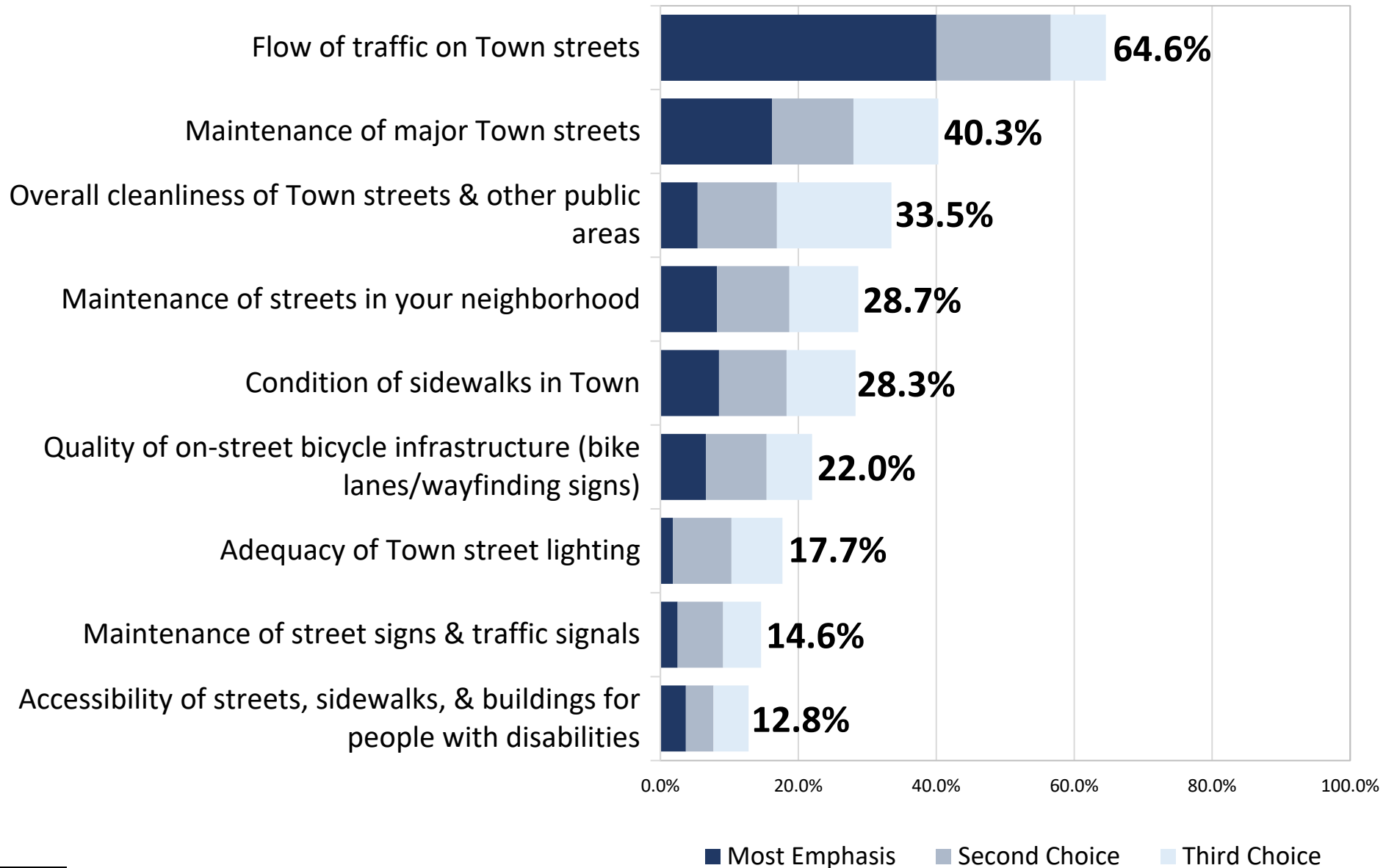
Q7: Level of Satisfaction with Streets, Sidewalks, and Infrastructure Services

by percentage of respondents (excluding don't know responses)



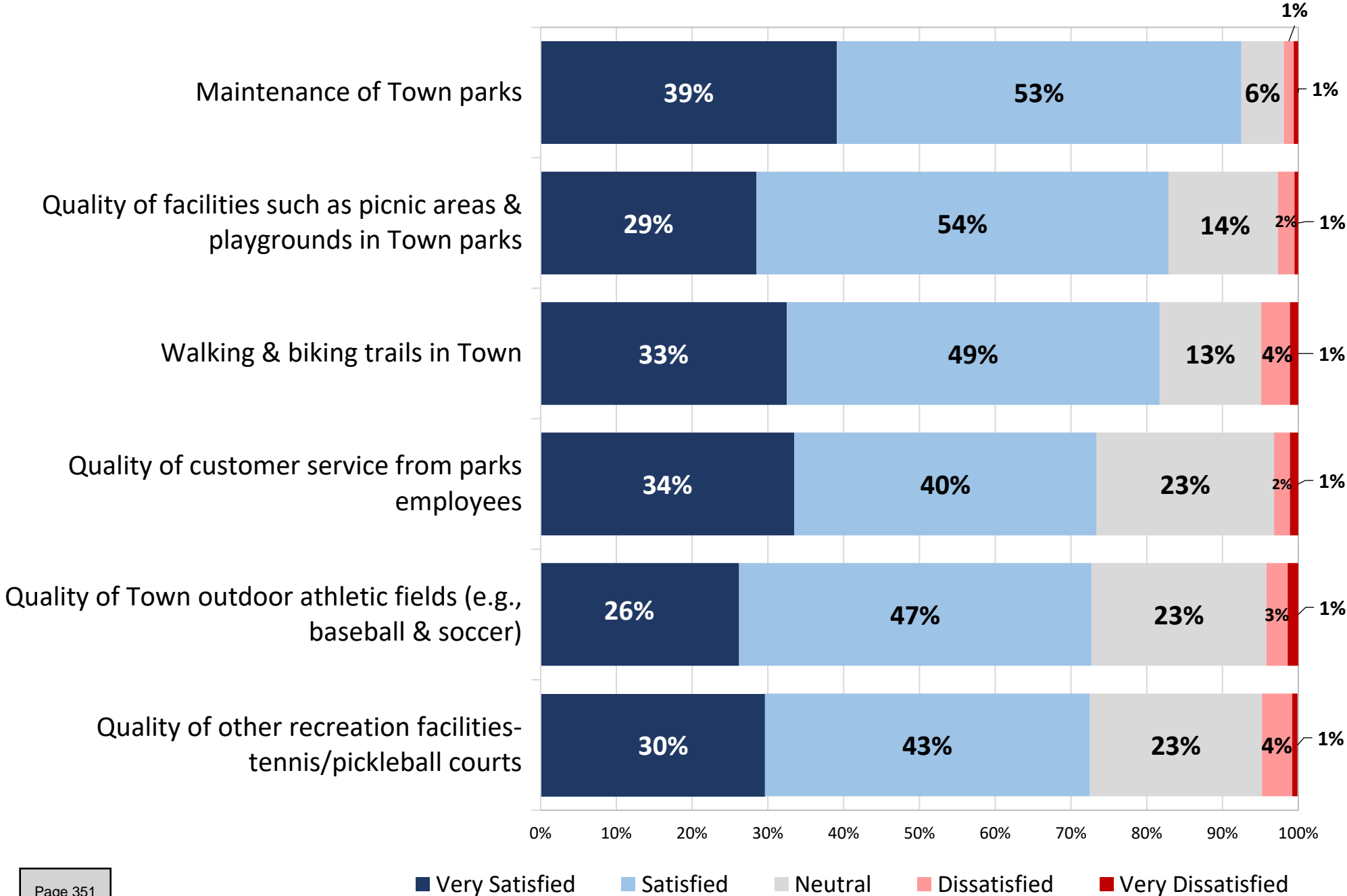
Q8: Streets, Sidewalks, and Infrastructure Services That Are Most Important to Residents

by sum of respondents top three choices



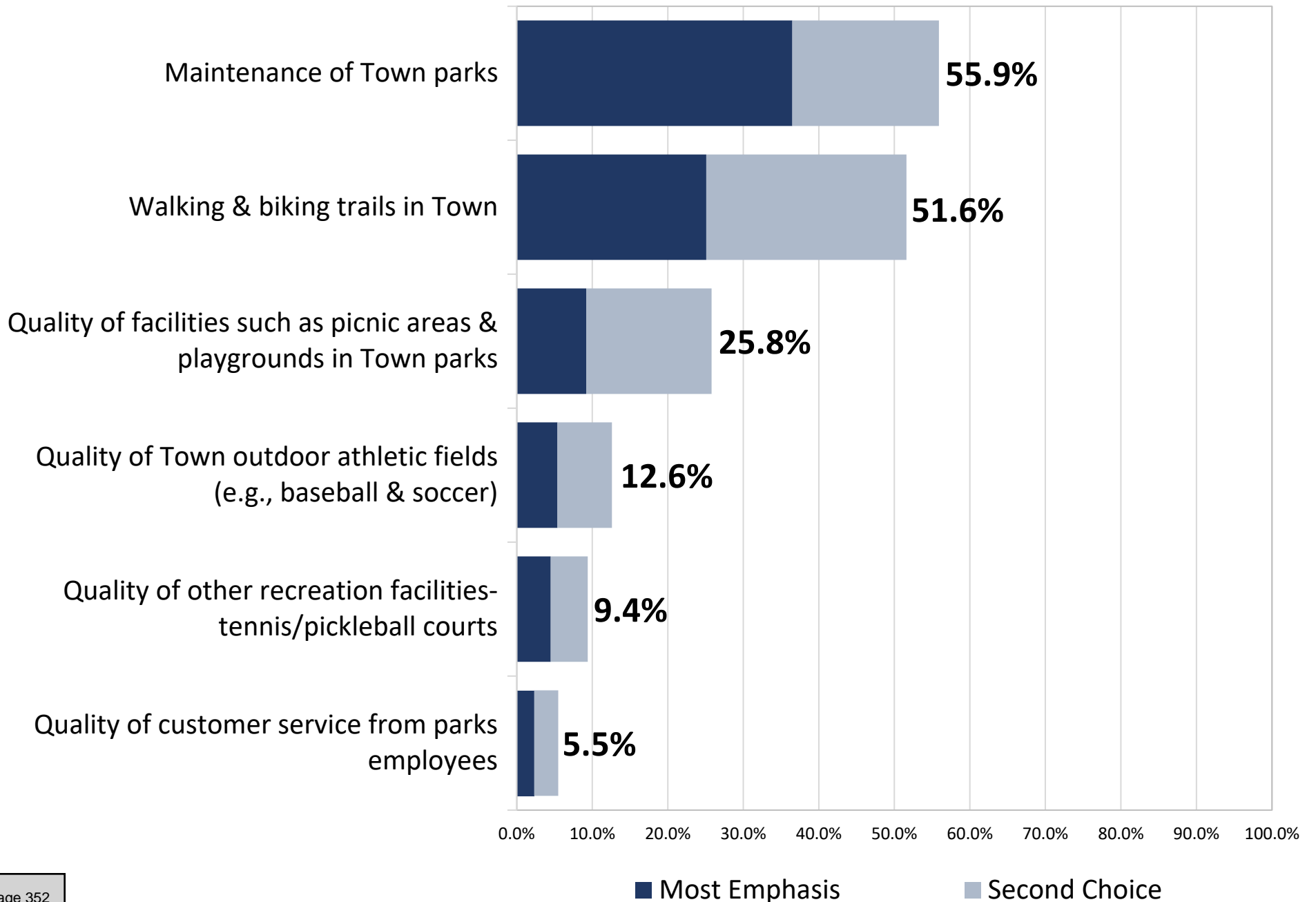
Q9: Level of Satisfaction with Park Facilities

by percentage of respondents (excluding don't know responses)



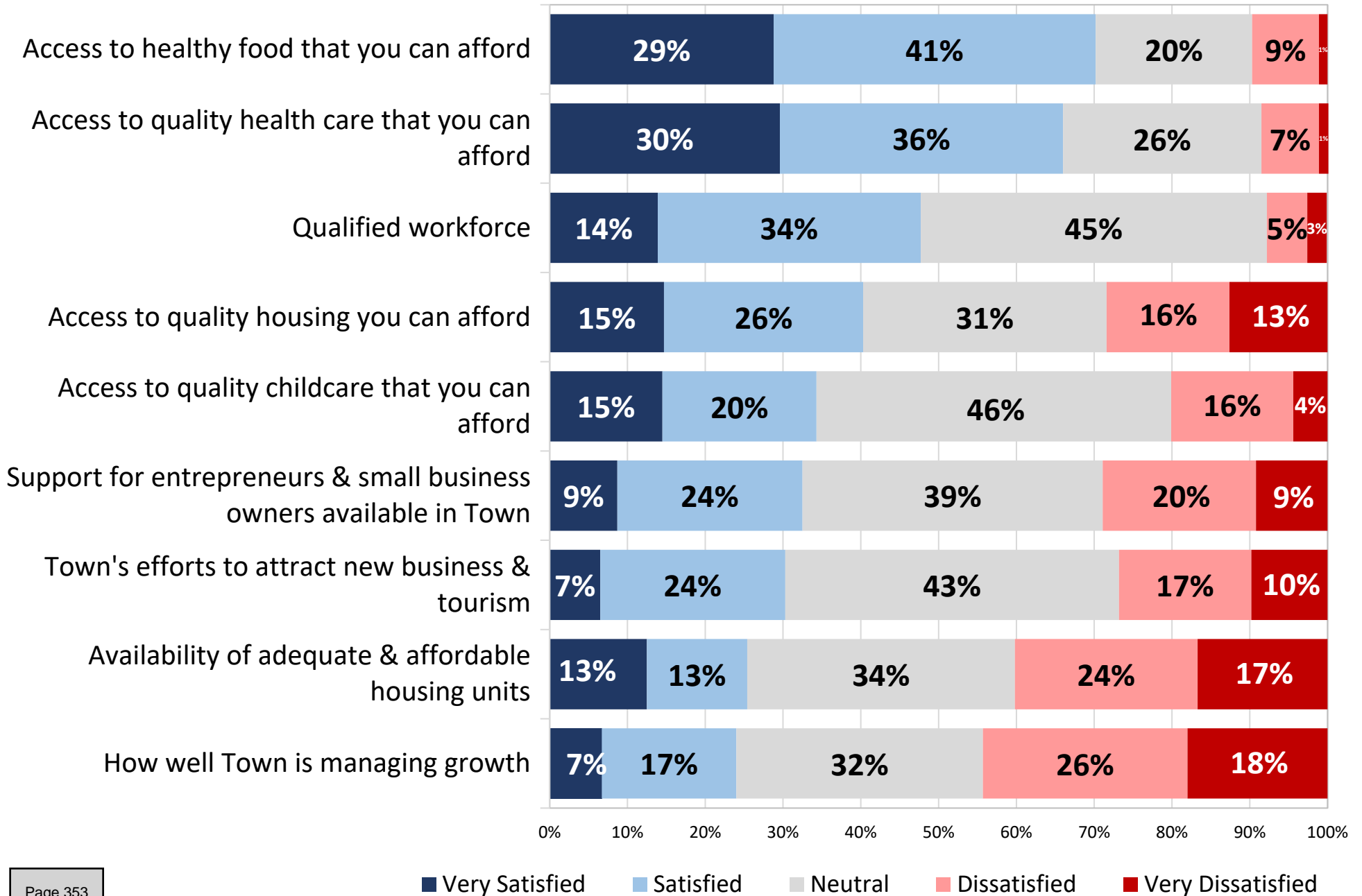
Q10: Park Facilities That Are Most Important to Residents

by sum of respondents top two choices



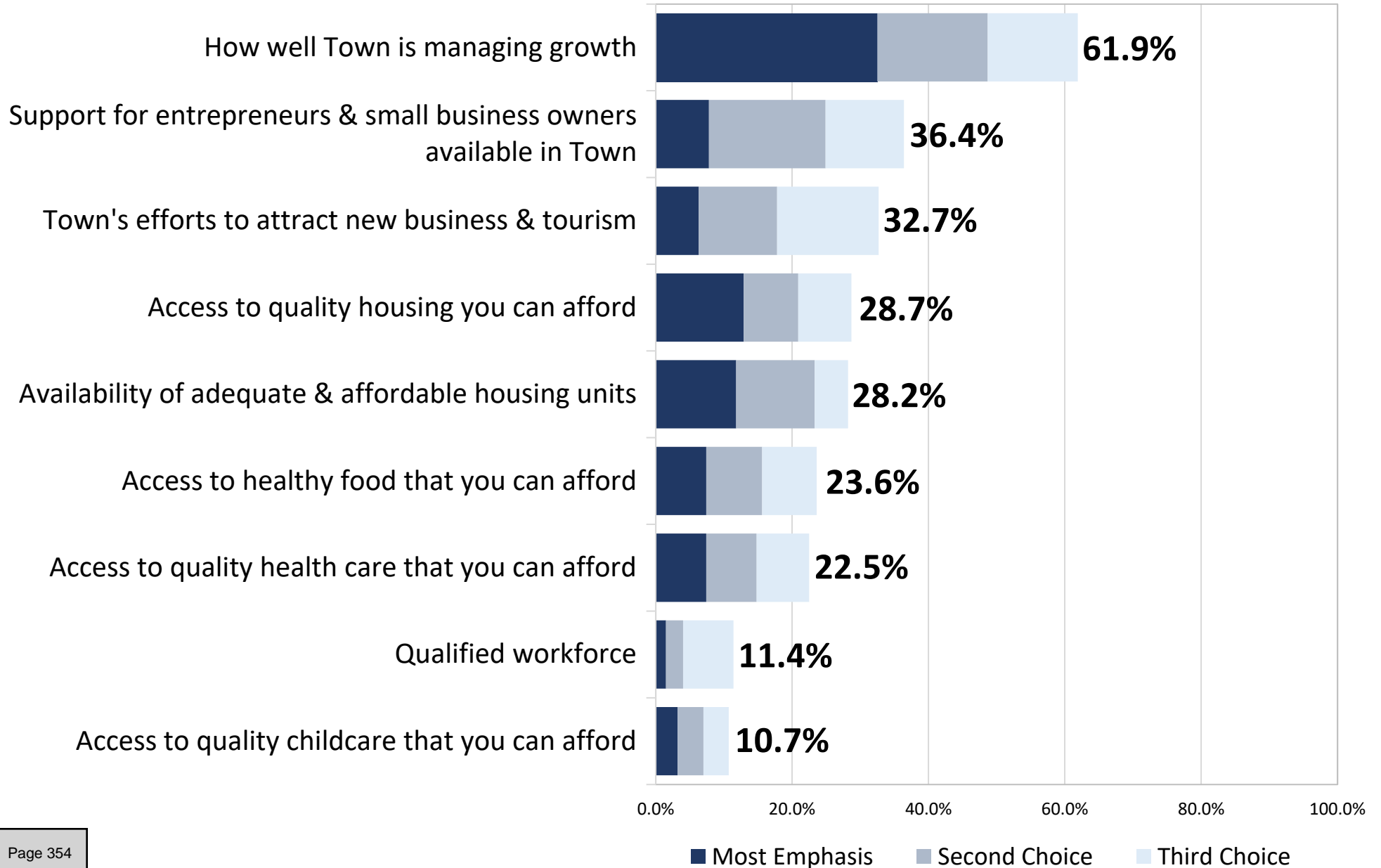
Q11: Level of Satisfaction with Economic Opportunities

by percentage of respondents (excluding don't know responses)



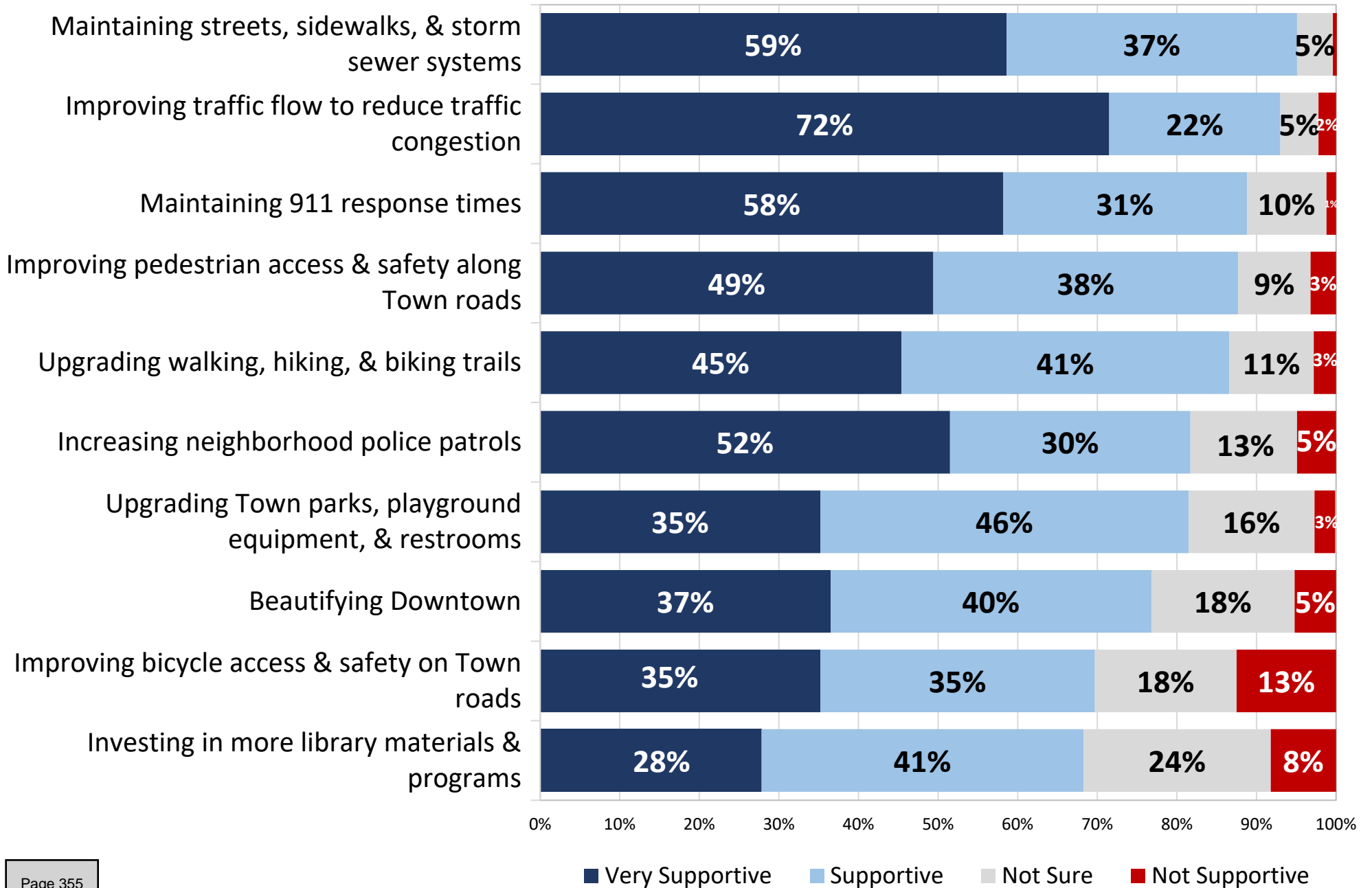
Q12: Economic Opportunities Most Important to Residents

by sum of respondents top three choices



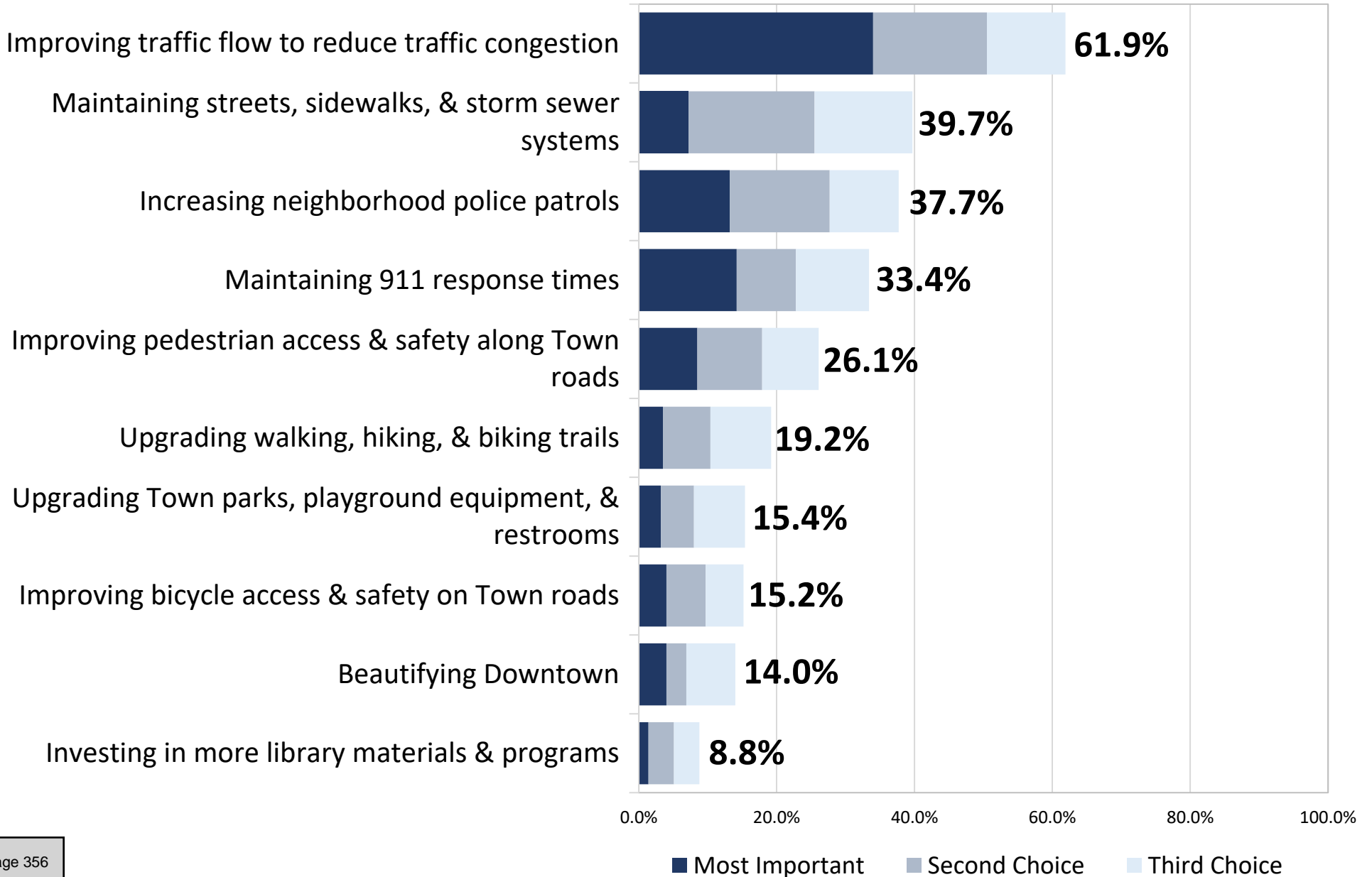
Q13: Level of Support for Community Investment Areas

by percentage of respondents (excluding don't know responses)



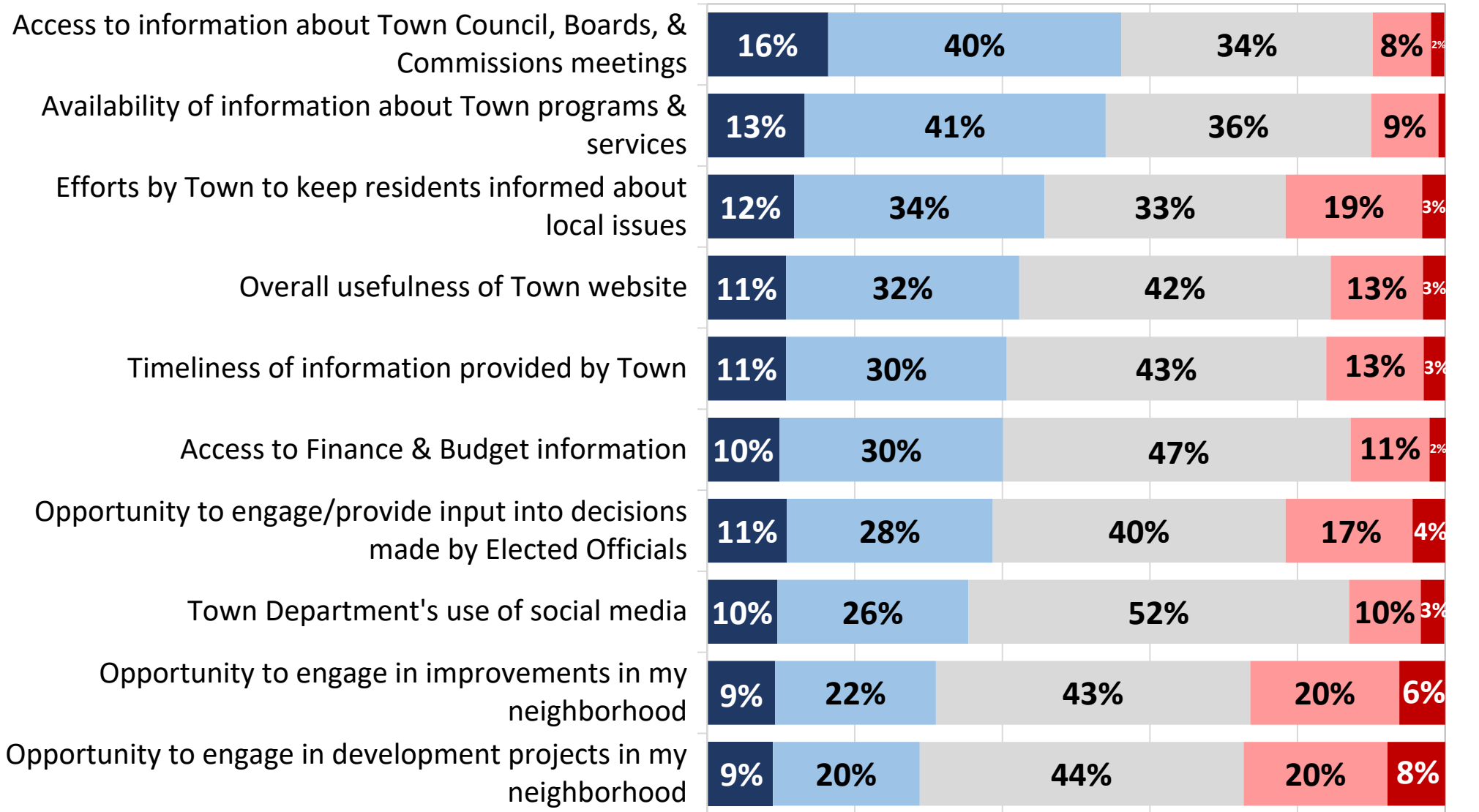
Q14: Community Investment Areas Most Important to Residents

by sum of respondents top three choices



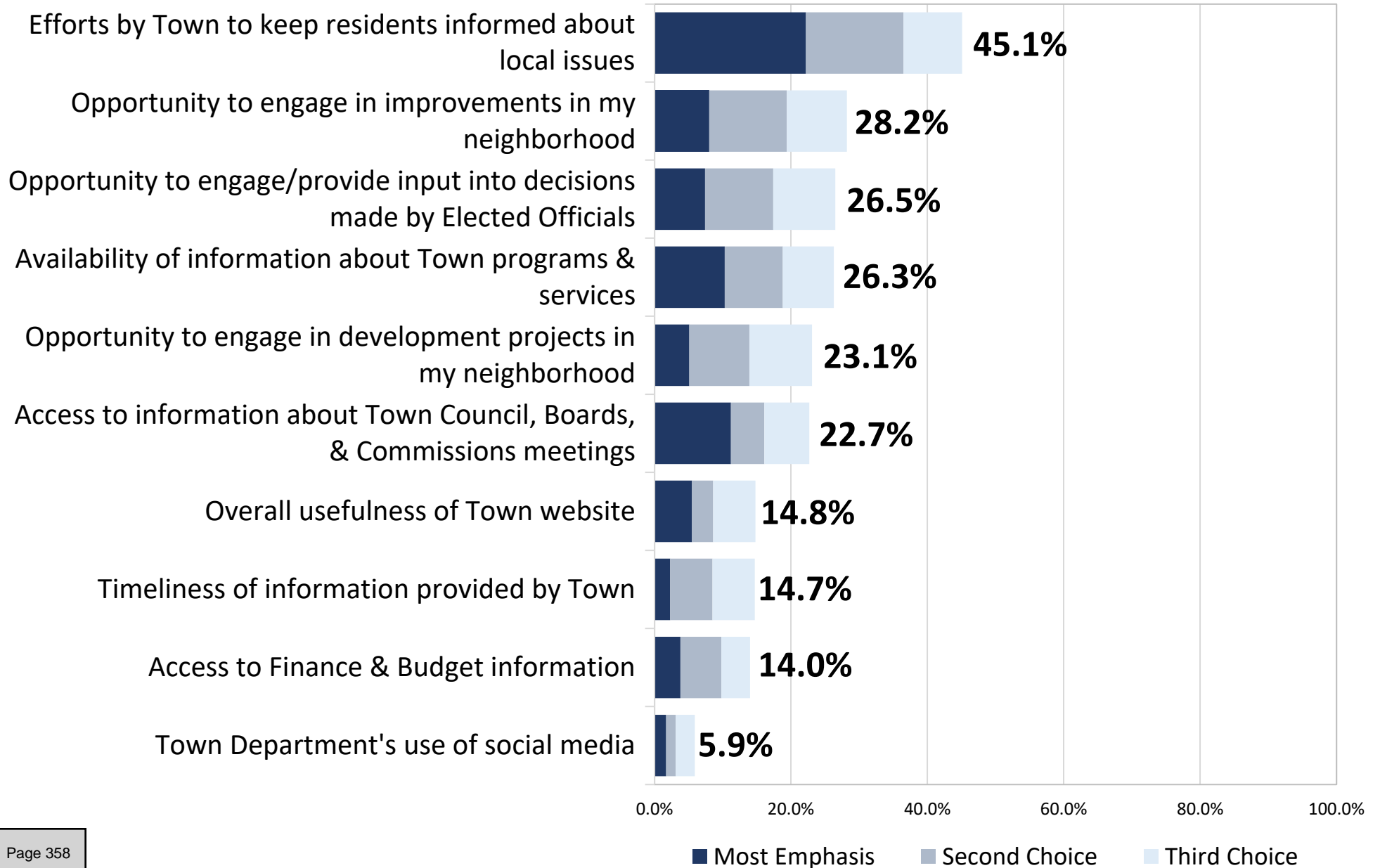
Q16: Level of Satisfaction with Town Communication and Community Engagement

by percentage of respondents (excluding don't know responses)



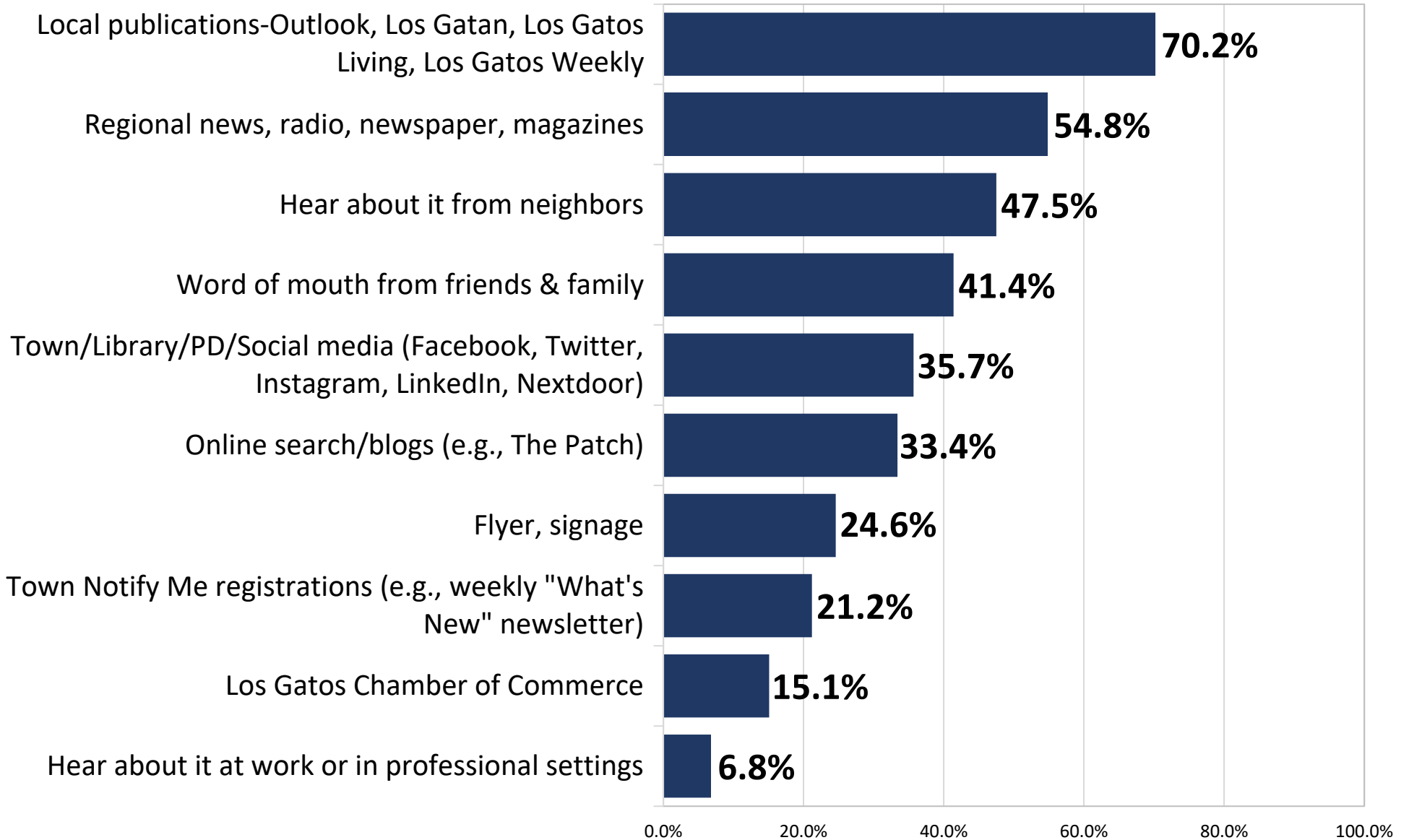
Q17: Town Community and Community Engagement Services That Are Most Important to Residents

by sum of respondents top three choices



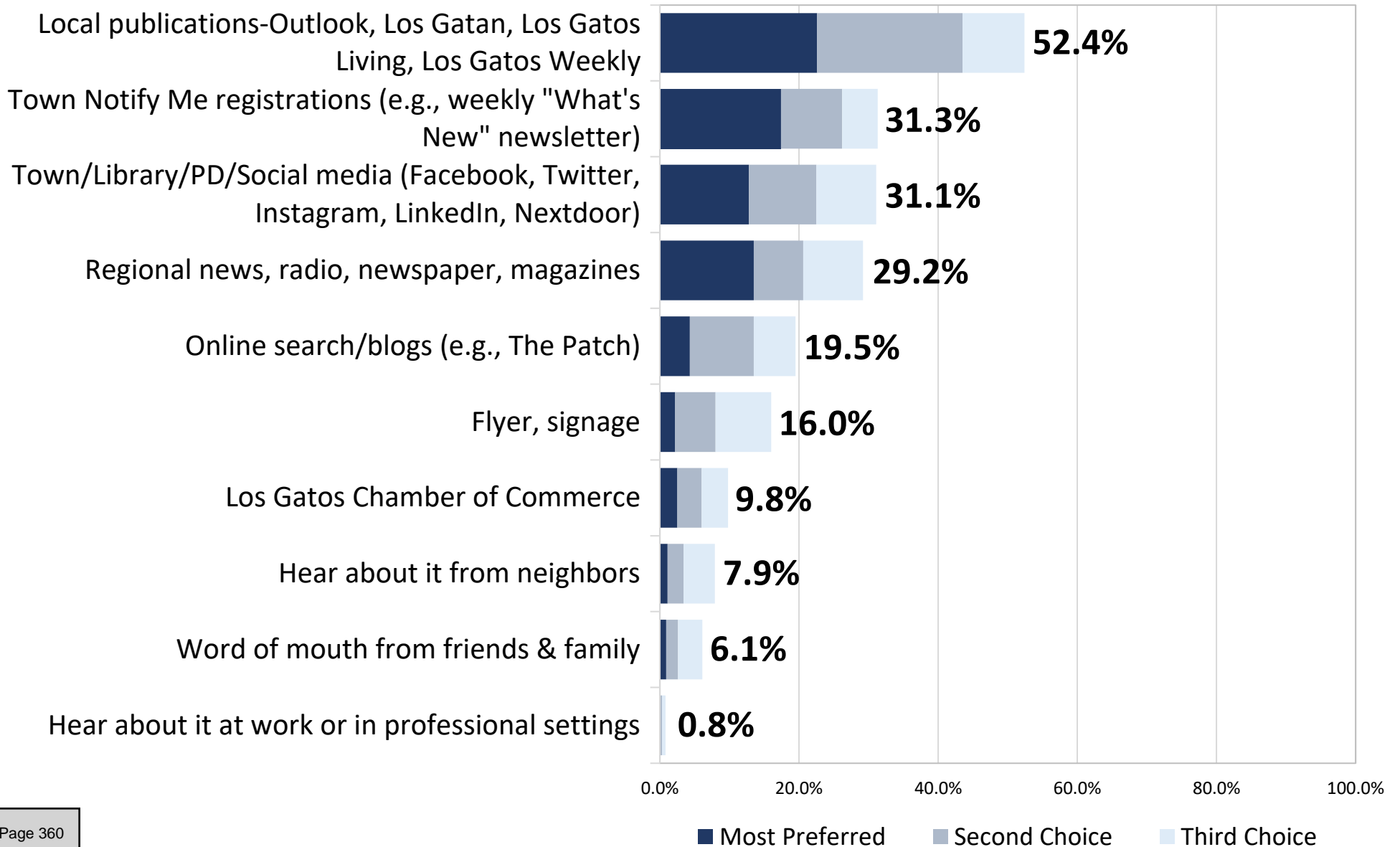
Q18: How do you learn about Los Gatos programs, news, activities, and events?

by the percentage of respondents (multiple response question)



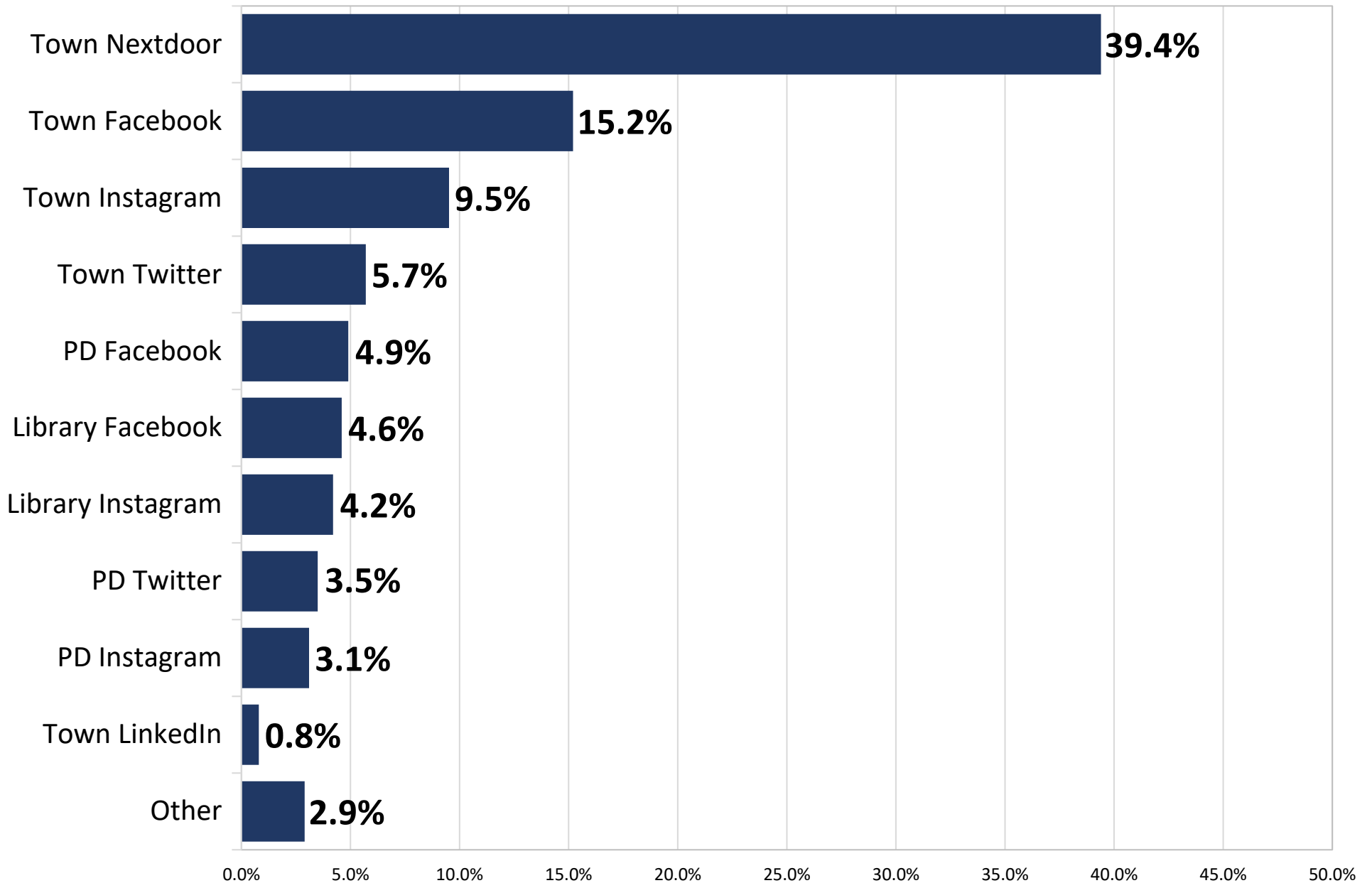
Q19: Residents Top Three Most Preferred Methods to Use to Learn About Town News, Events, Programs, and/or Activities

by sum of respondents top three choices



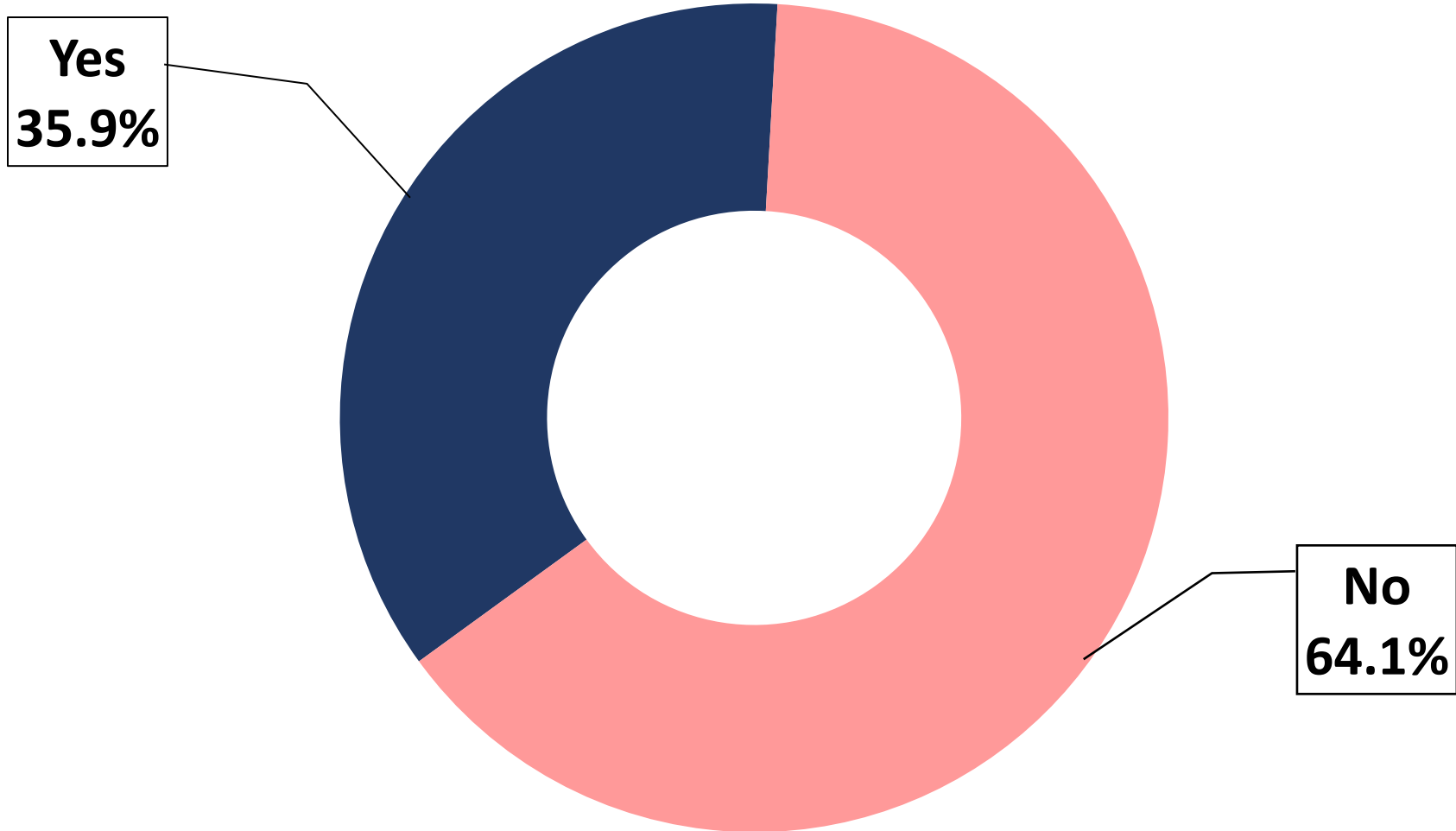
Q20: Which Town social media account do you follow?

by the percentage of respondents (multiple response question)



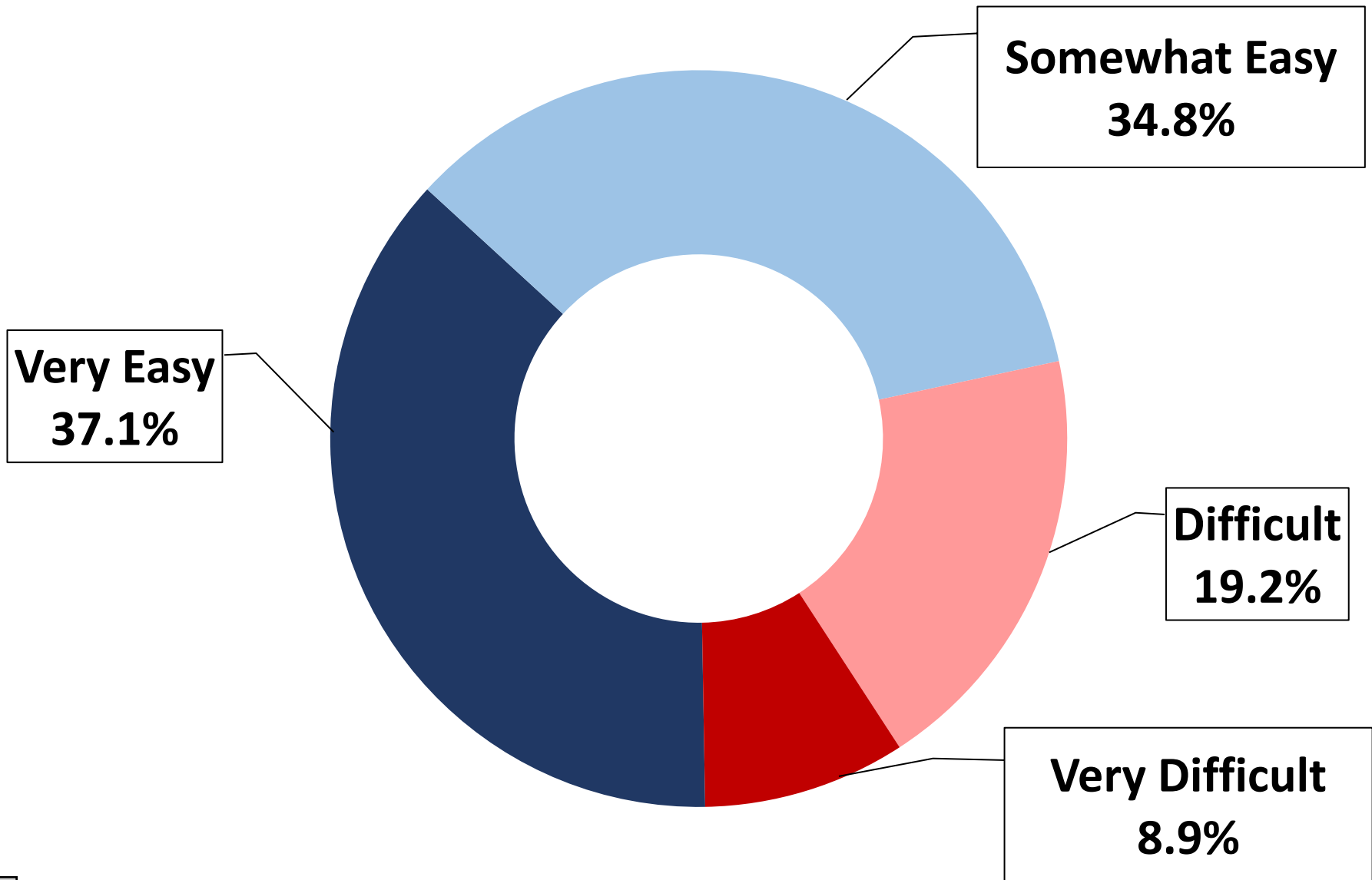
Q21: Have you called or visited the Town with a question, problem, or complaint during the past year?

by percentage of respondents (excluding don't know responses)



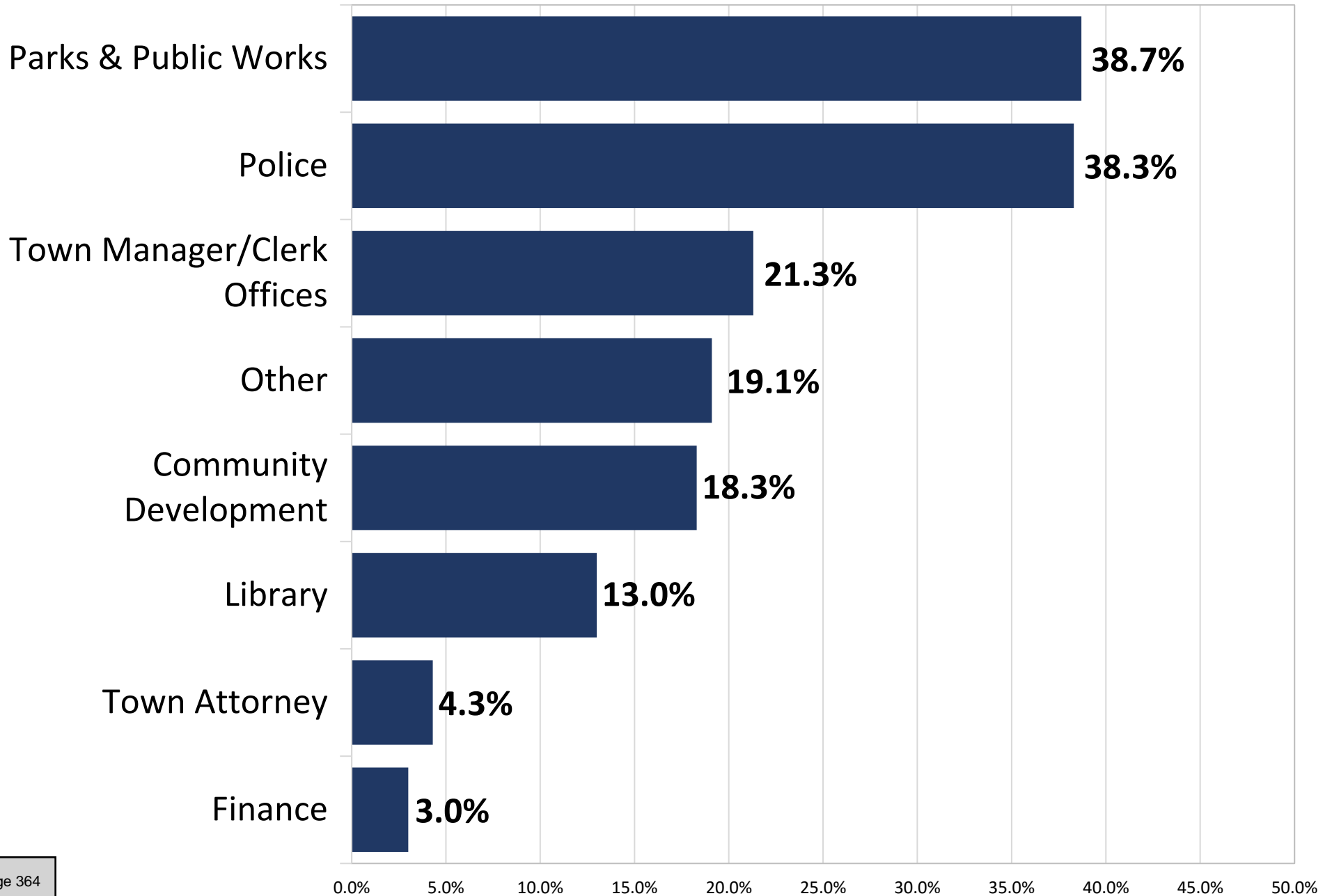
Q21a: How easy was it to contact the person you needed to reach?

*by percentage of respondents who called/visited the Town during the past year
(excluding don't know responses)*



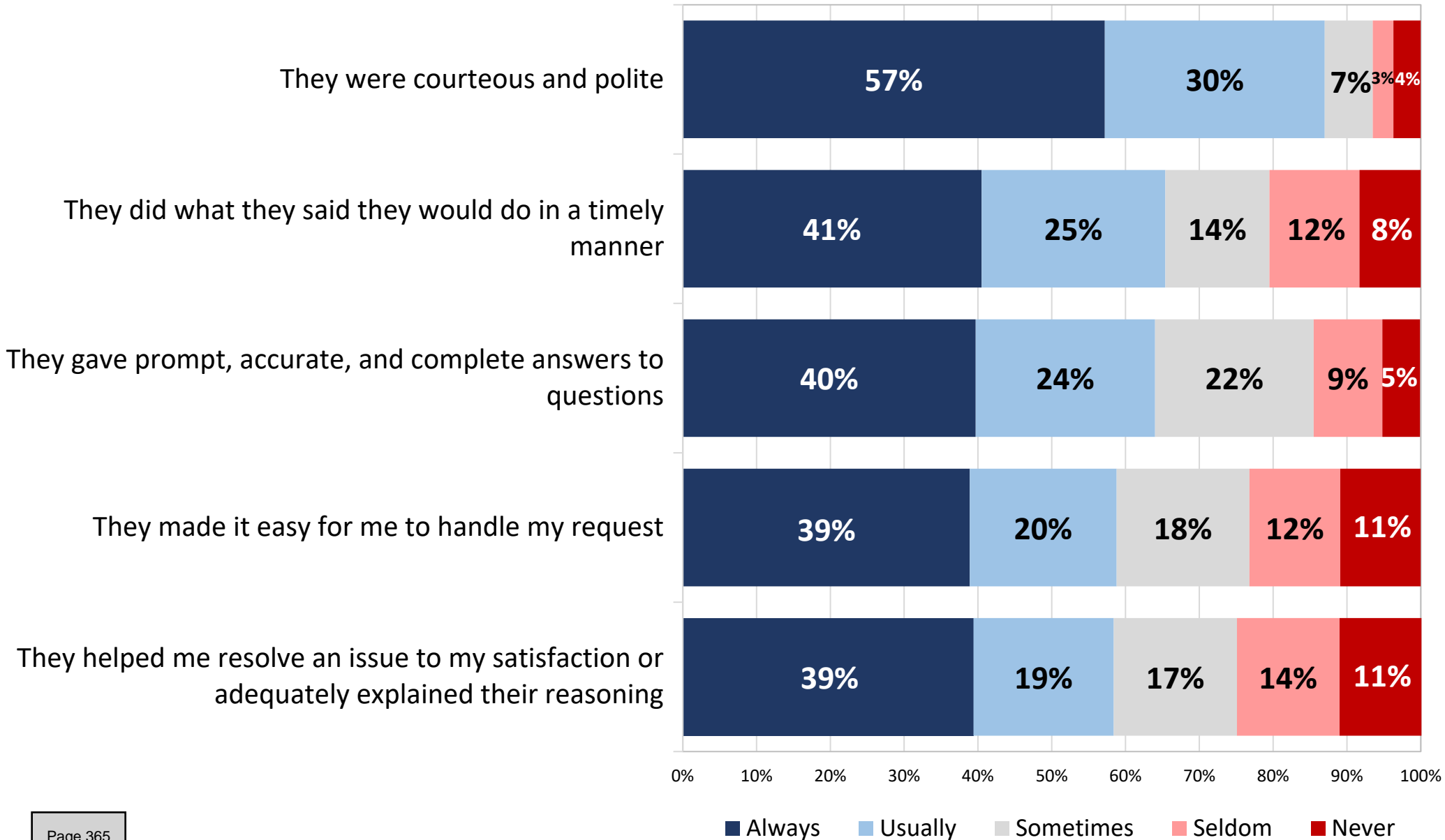
Q21b: What department(s) did you contact?

*by percentage of respondents who called/visited the Town during the past year
(multiple response question)*



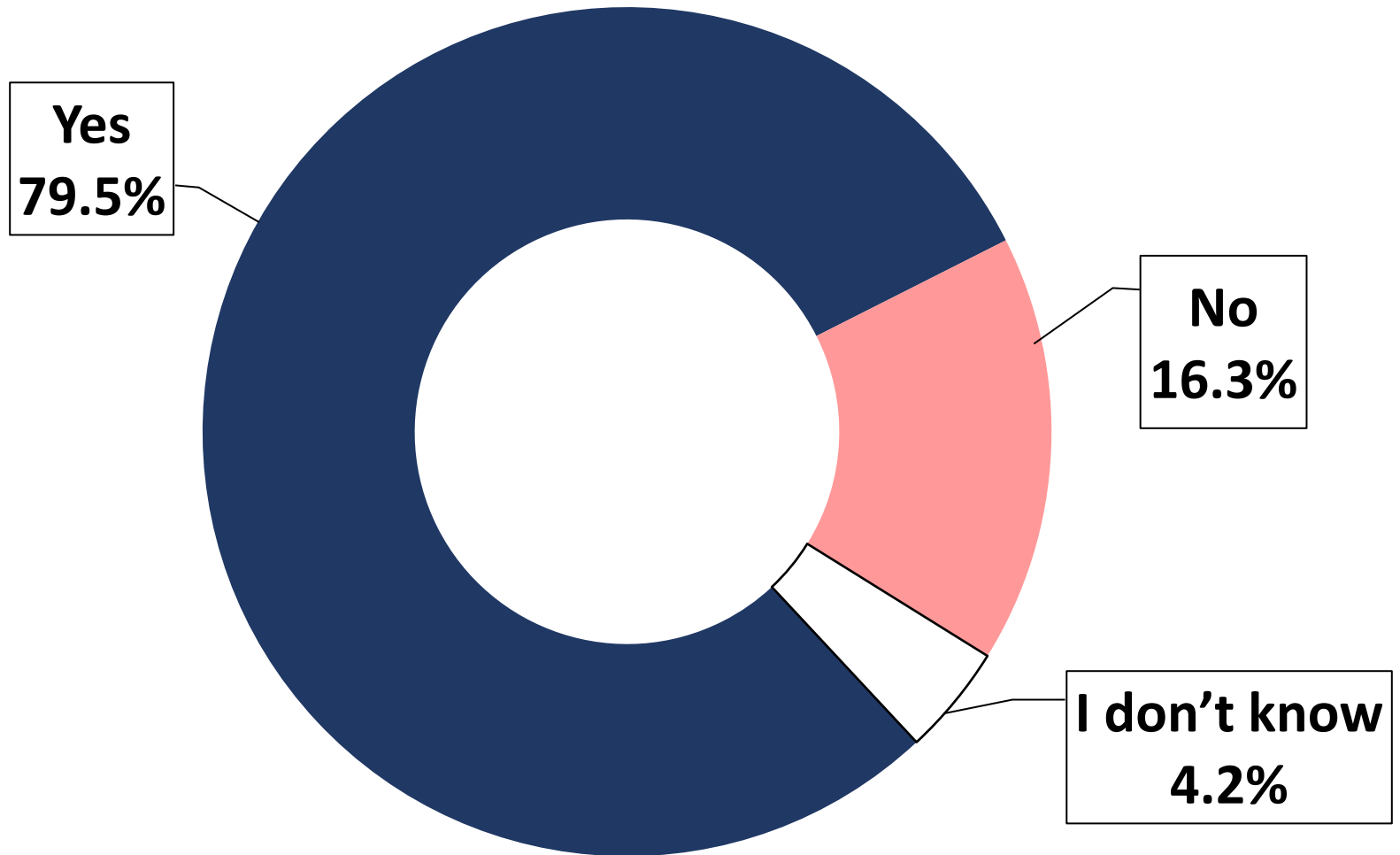
Q21c: Rate How Often the Town Employees You Most Recently Contacted Have Displayed the Following:

*by percentage of respondents who called/visited the Town during the past year
(excluding don't know responses)*



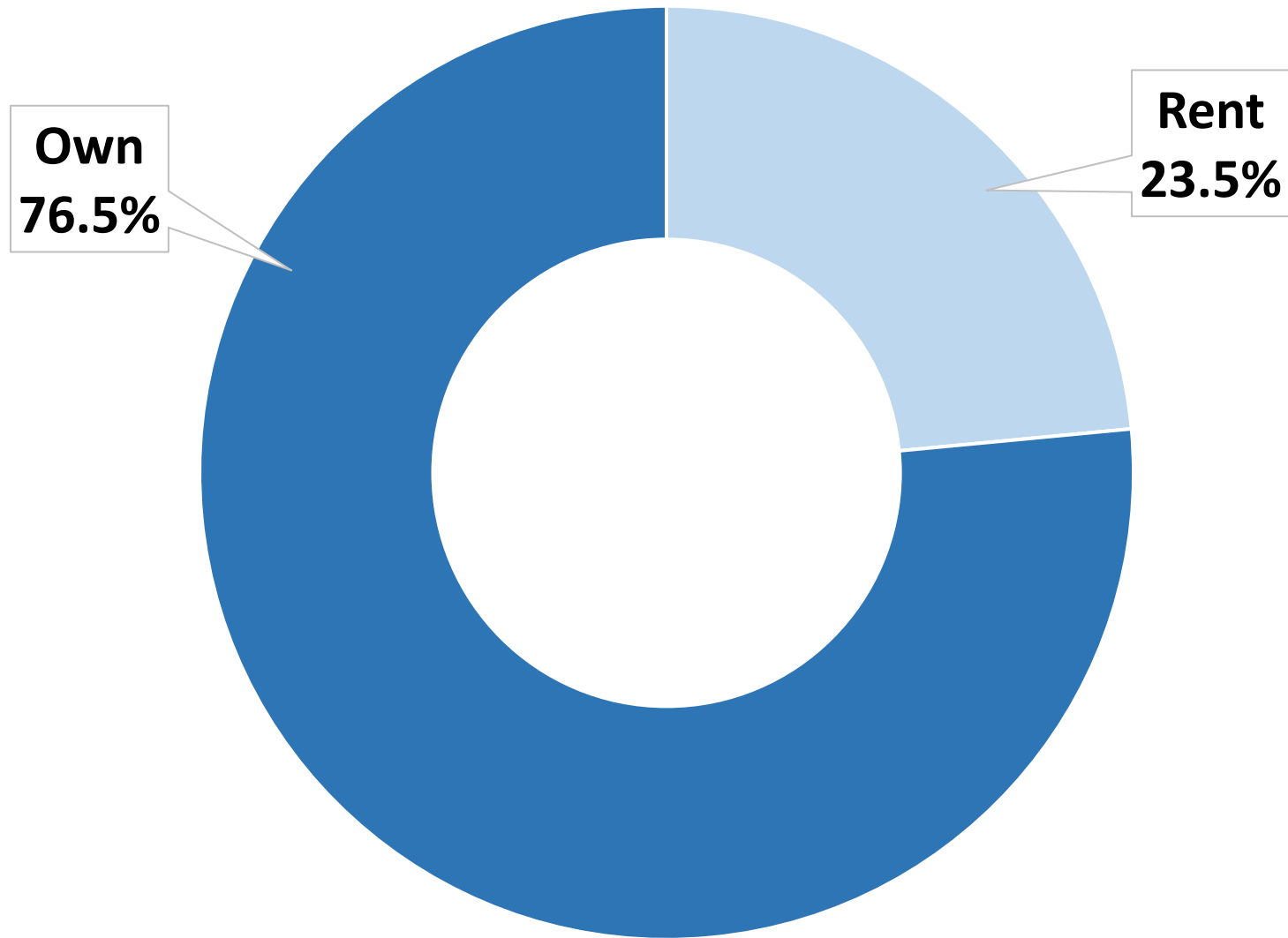
Q22: Do you think you will be living in Los Gatos, CA, five years from now?

by percentage of respondents



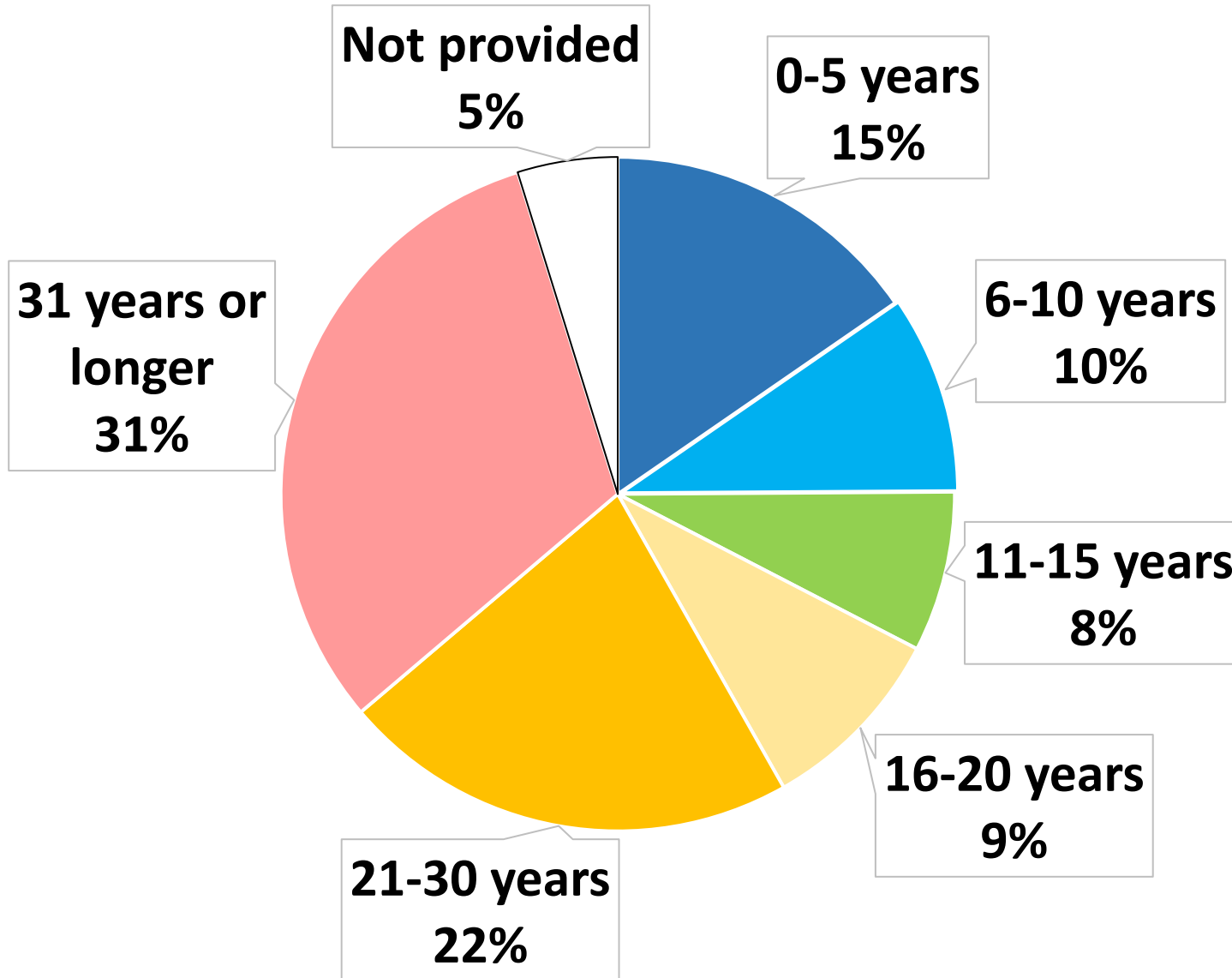
Q23. Do you own or rent your current residence?

by percentage of respondents (excluding not provided responses)



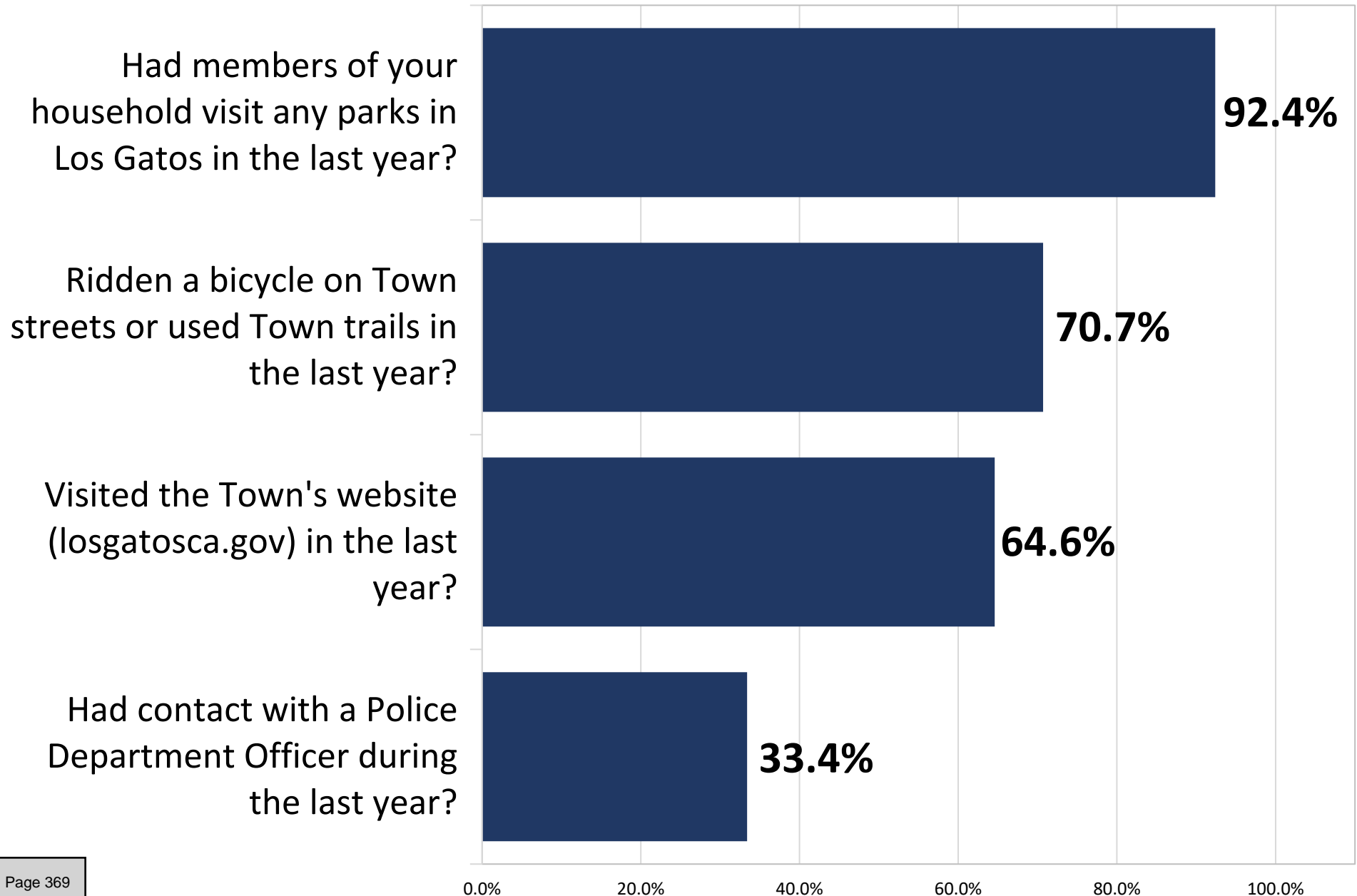
Q25: Approximately how many years have you lived in Los Gatos?

by percentage of respondents (excluding not provided responses)



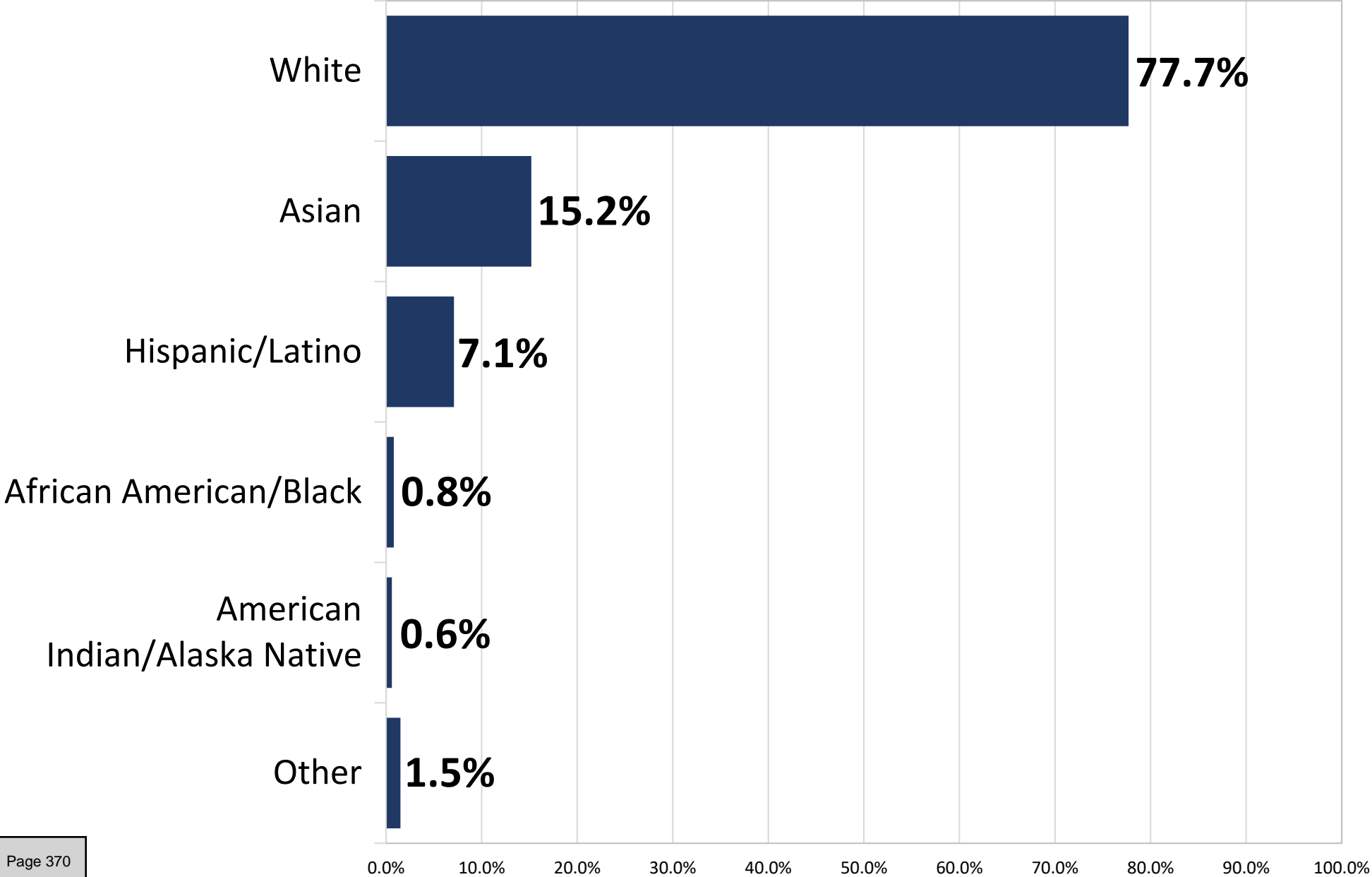
Q26: Please answer the following questions by circling "Yes" or "No."

by percentage of respondents who responded with "Yes" (excluding not provided responses)



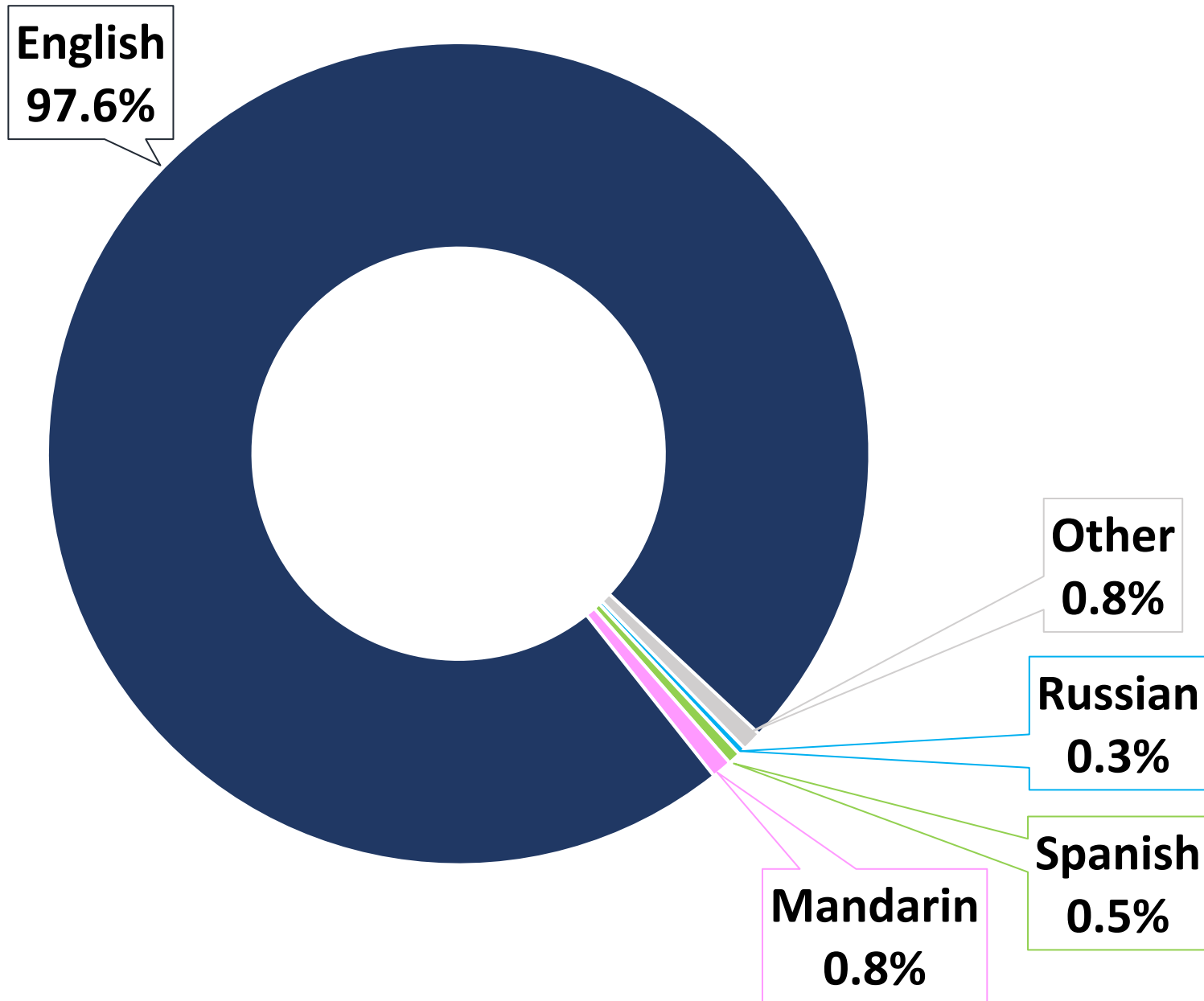
Q27: Which of the following best describes your race/ethnicity?

by percentage of respondents (multiple response question)



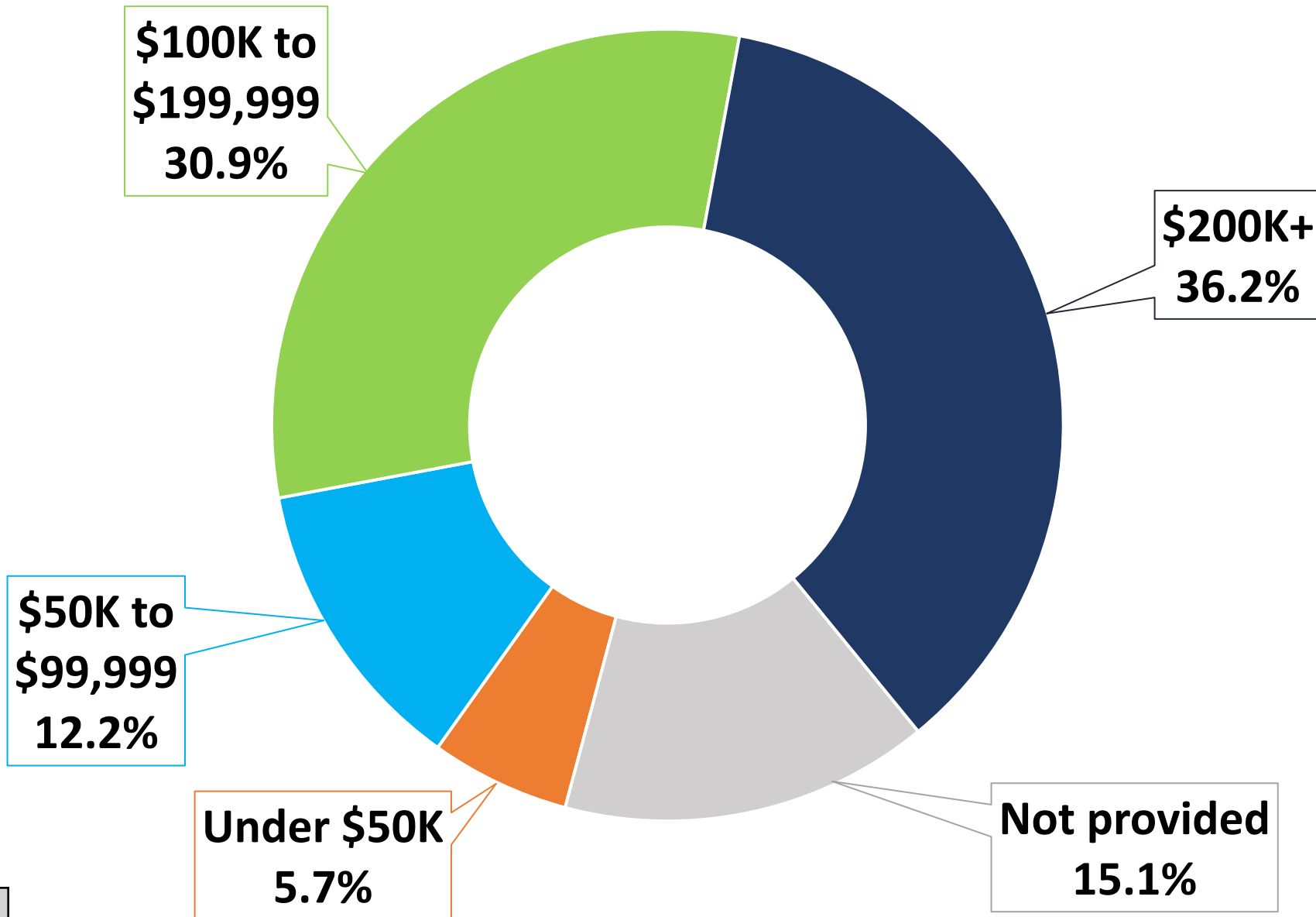
Q28: What is your preferred language to speak?

by percentage of respondents (excluding not provided responses)



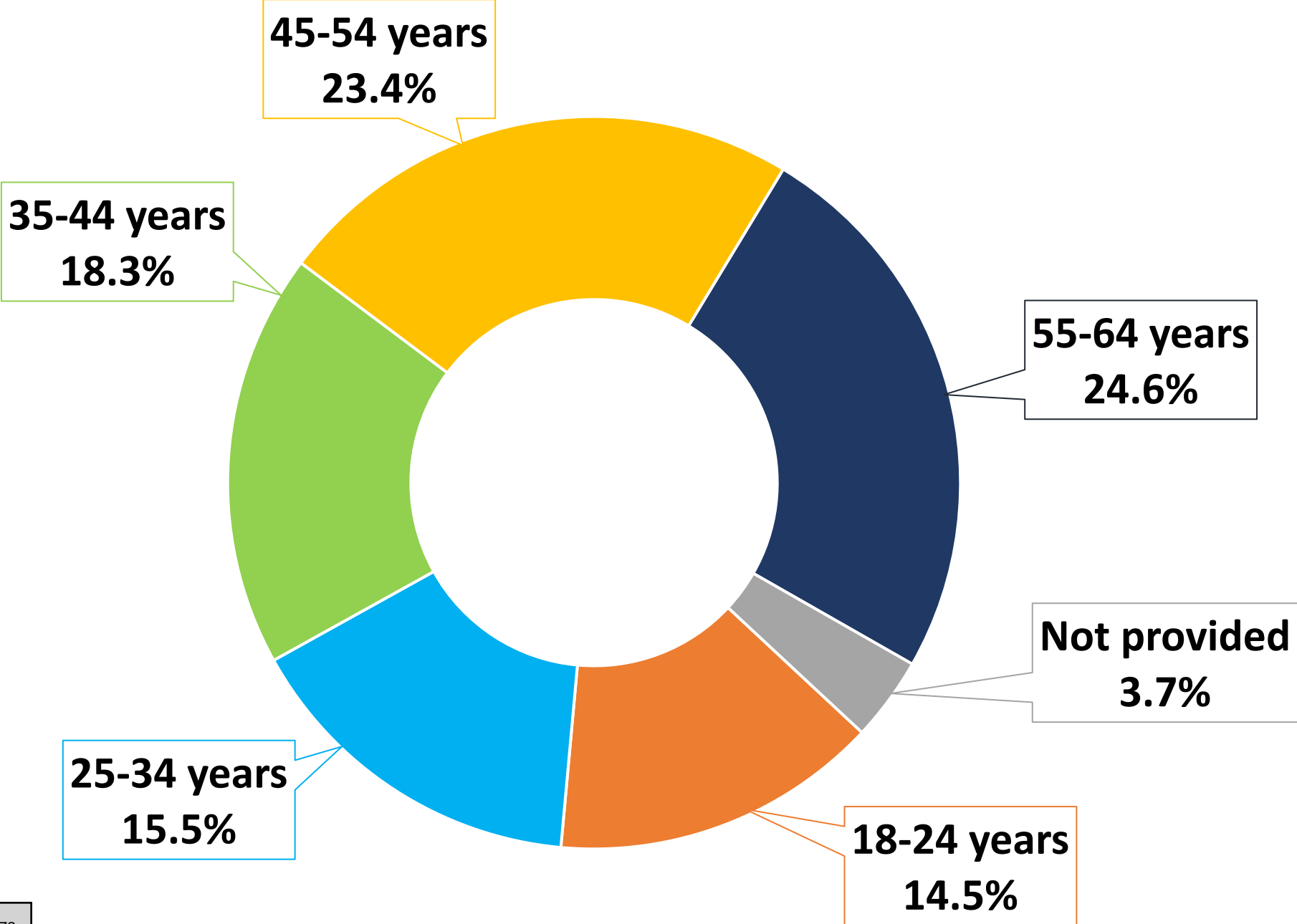
Q29: Would you say your total annual household income is...?

by percentage of respondents



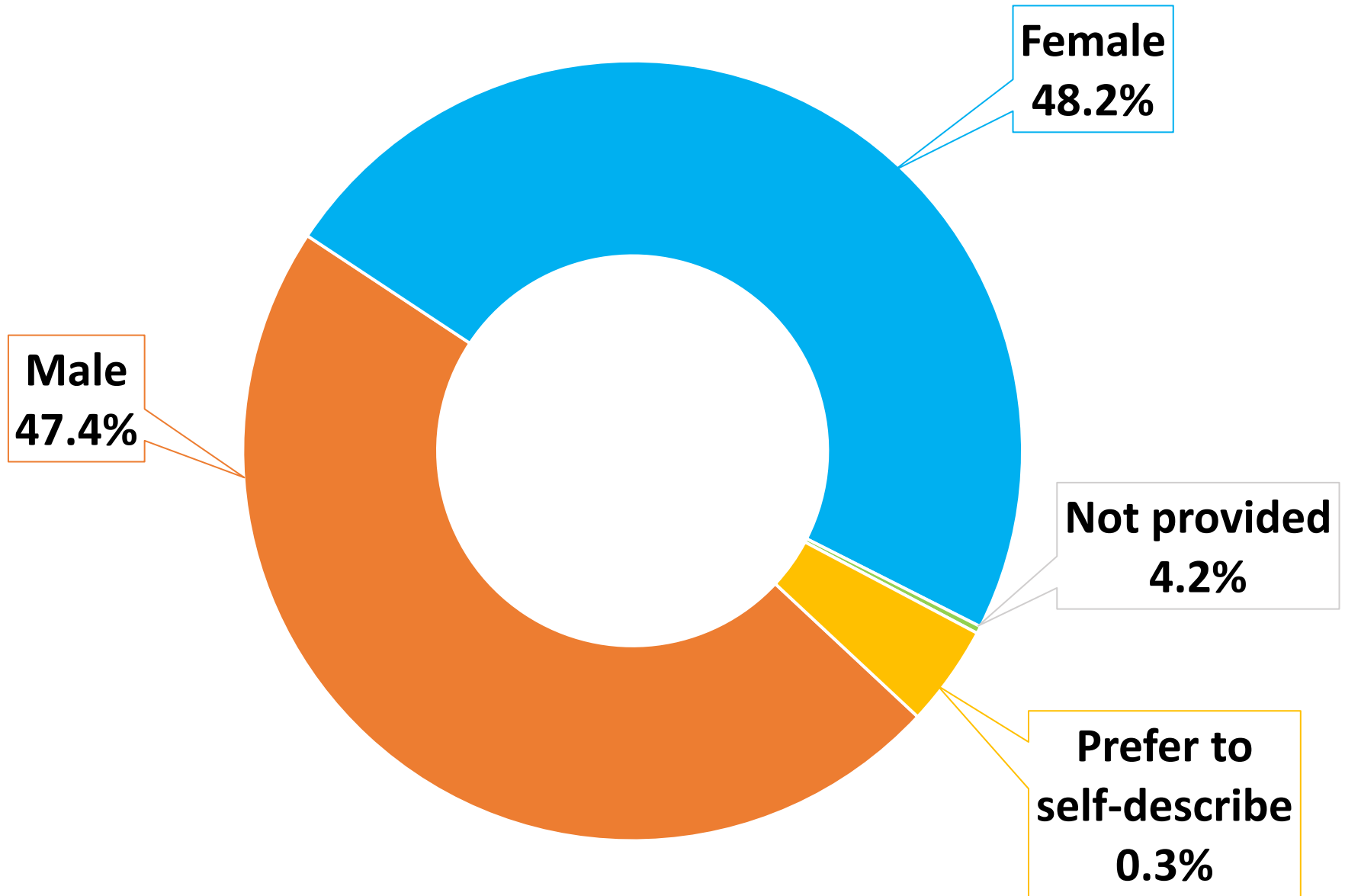
Q30: What is your age?

by percentage of respondents



Q31: What is your gender identity?

by percentage of respondents



Section 3: Benchmarking Analysis

Benchmark Analysis

Overview

ETC Institute's DirectionFinder® program was originally developed in 1999 to help community leaders across the United States use statistically valid community survey data as a tool for making better decisions. Since November 1999, the survey has been administered in more than 1,200 cities and counties in 43 states.

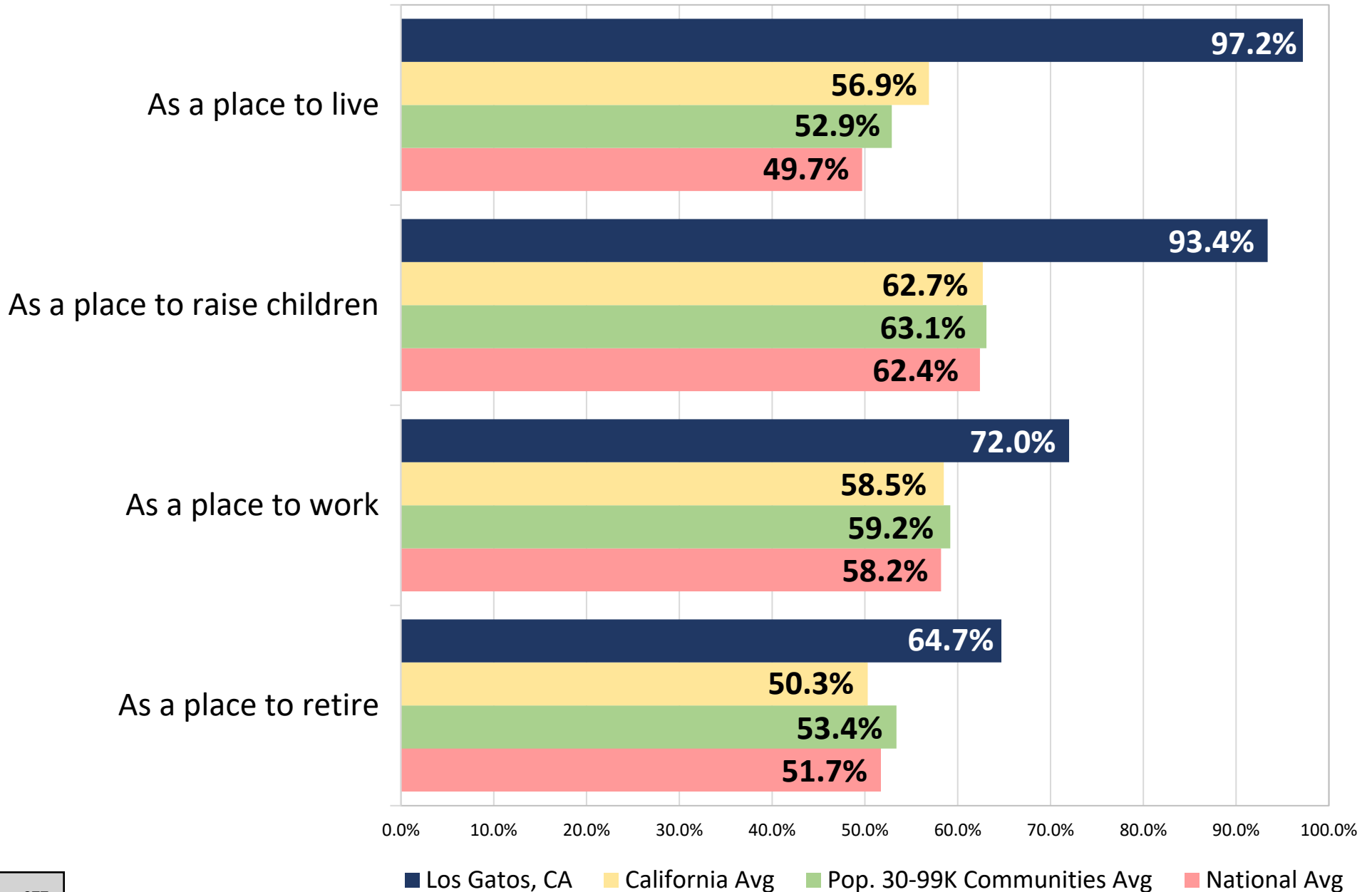
This report contains benchmarking data from a national survey that was administered by ETC Institute during the winter of 2022 to a random sample of more than 9,000 residents living in United States' communities.

The benchmarking charts provided show how the results from the 2022 Town of Los Gatos Community Survey compare to the averages of:

- communities across the State of California,
- communities with a population between 30,000 and 99,999, and
- nationally in the services analyzed.

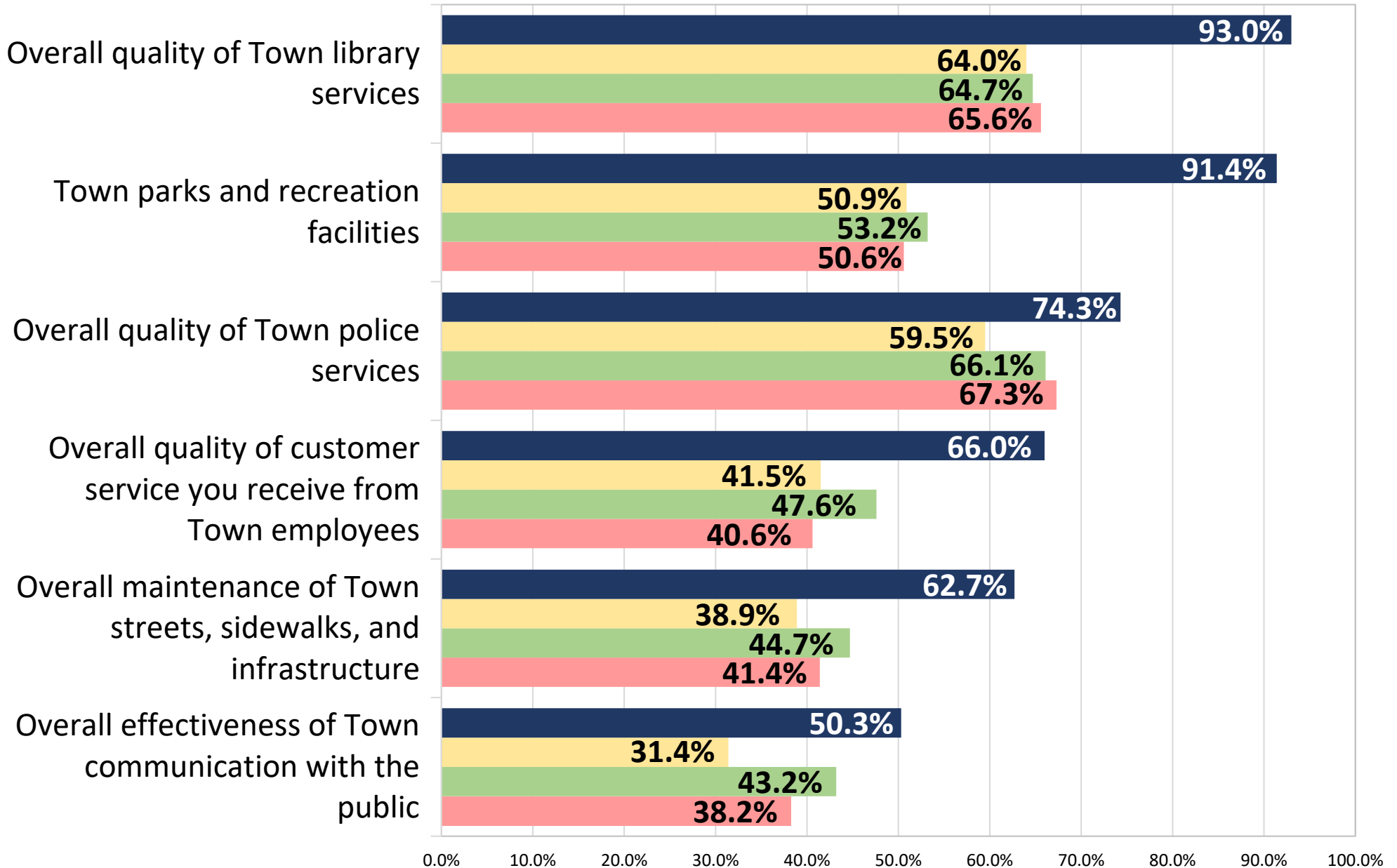
Benchmarks: Ratings of the Town of Los Gatos

by percentage of respondents who gave a rating of "excellent" or "good"
(excluding don't know responses)



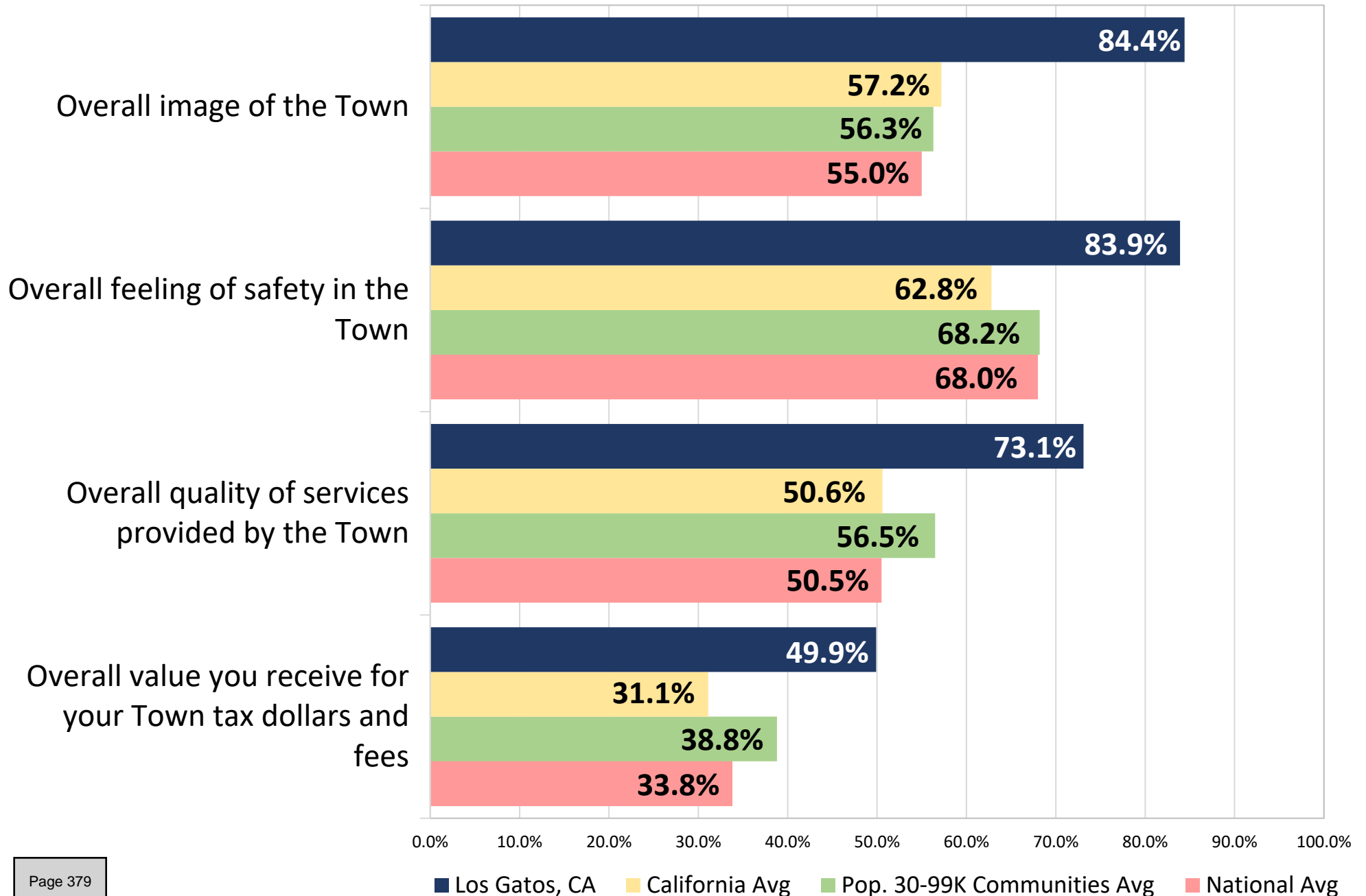
Benchmarks: Satisfaction with Major Services

by percentage of respondents who were either "very satisfied" or "satisfied"
(excluding don't know responses)



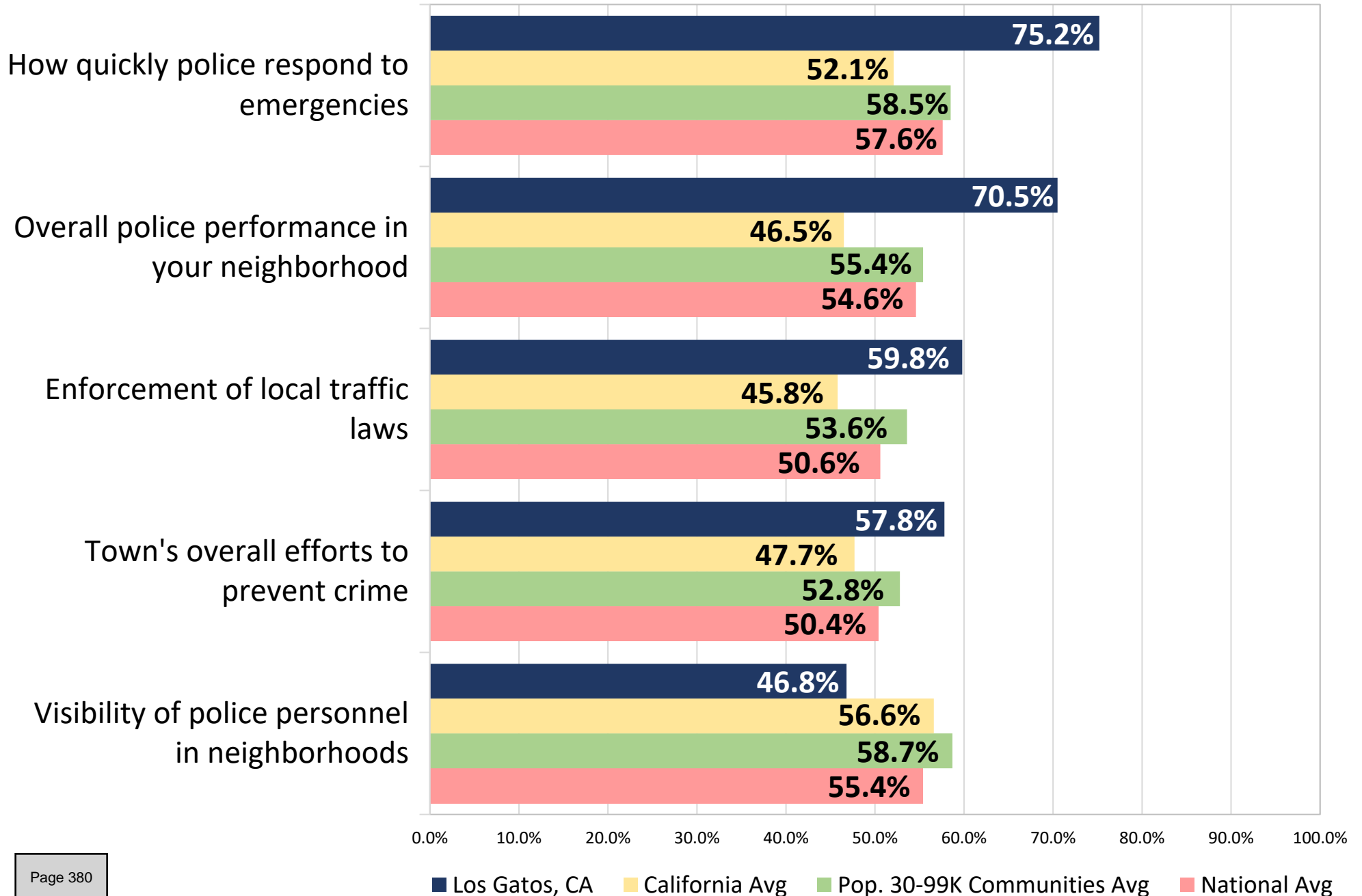
Benchmarks: Satisfaction with Perceptions of the Community

by percentage of respondents who were either "very satisfied" or "satisfied"
(excluding don't know responses)



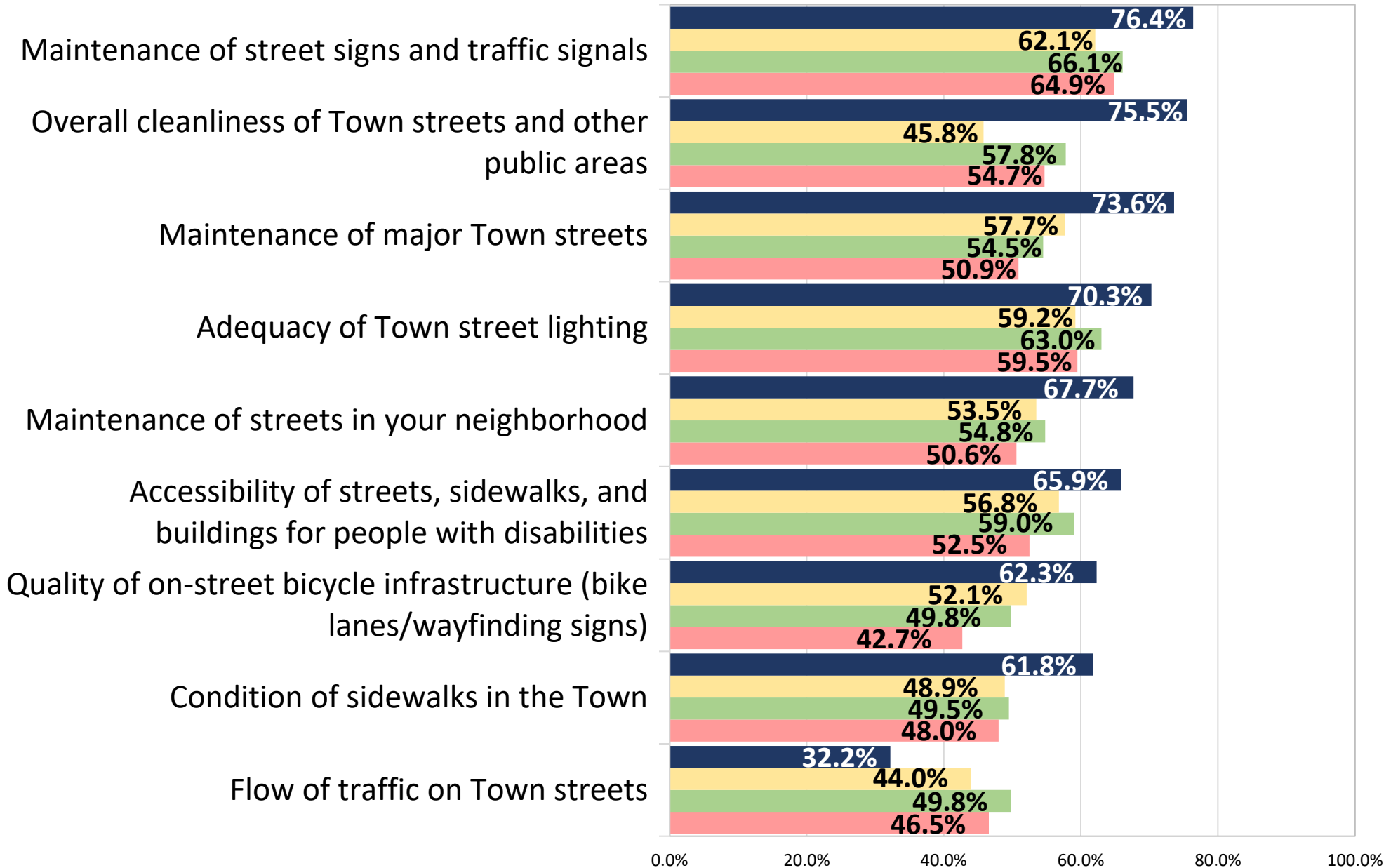
Benchmarks: Satisfaction with Public Safety Perceptions

by percentage of respondents who were either "very satisfied" or "satisfied"
(excluding don't know responses)



Benchmarks: Satisfaction with Streets, Sidewalks, and Infrastructure

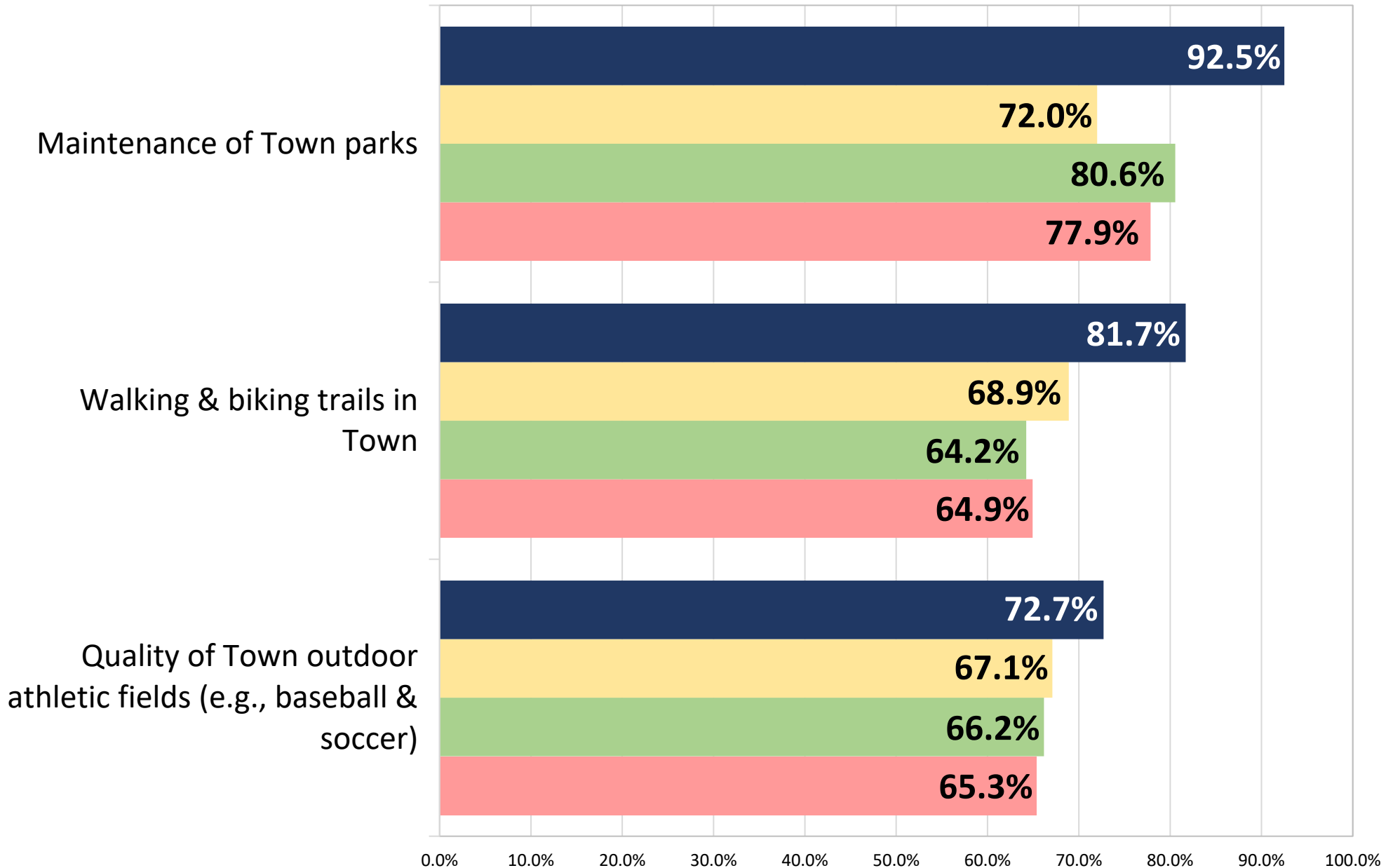
by percentage of respondents who were either "very satisfied" or "satisfied"
(excluding don't know responses)



■ Los Gatos, CA ■ California Avg ■ Pop. 30-99K Communities Avg ■ National Avg

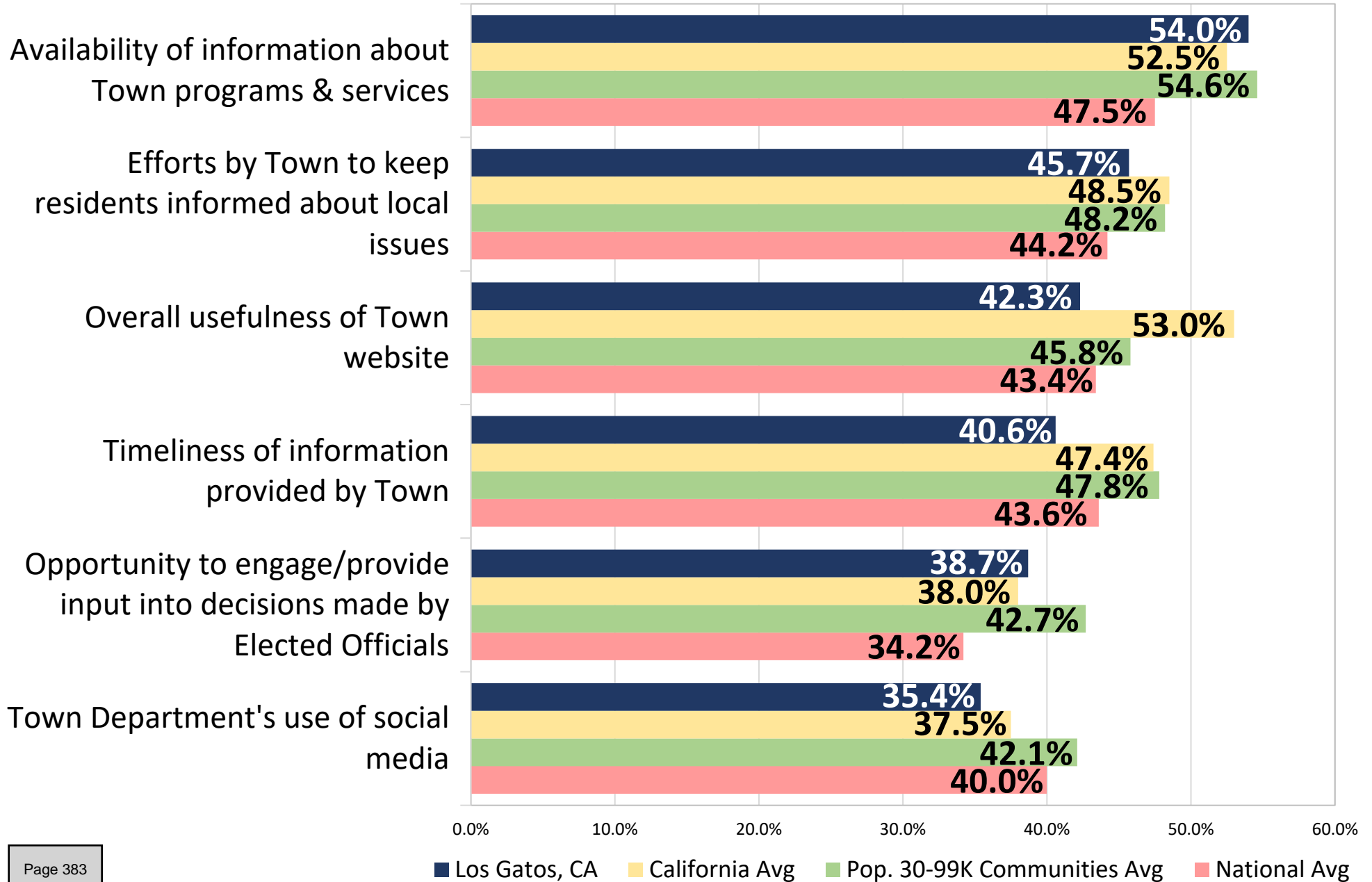
Benchmarks: Satisfaction with Park Facilities

by percentage of respondents who were either "very satisfied" or "satisfied"
(excluding don't know responses)



Benchmarks: Satisfaction with Communication and Community Engagement

by percentage of respondents who were either "very satisfied" or "satisfied" (excluding don't know responses)



Section 4: Importance-Satisfaction Analysis

Importance-Satisfaction Analysis

Overview

Today, Town officials have limited resources which need to be targeted to services that are of the most benefit to their residents. Two of the most important criteria for decision making are;

1. to target resources toward services of the highest importance to residents and
2. to target resources toward those services where residents are the least satisfied.

The Importance-Satisfaction (I-S) rating is a unique tool that allows public officials to better understand both highly important decision-making criteria for each of the services they are providing. The Importance-Satisfaction (I-S) rating is based on the concept that public agencies will maximize overall resident satisfaction by emphasizing improvements in those areas where the level of satisfaction is relatively low, and the perceived importance of the service is relatively high.

The rating is calculated by summing the percentage of responses for items selected as the first, second, and third most important services for the Town to provide. The sum is then multiplied by 1 minus the percentage of respondents who indicated they were positively satisfied with the Town's performance in the related area (the sum of the ratings of 4 and 5 on a 5-point scale excluding "don't know" responses). "don't know" responses are excluded from the calculation to ensure the satisfaction ratings among service categories are comparable.

$$\text{I-S Rating} = \text{Importance} \times (1 - \text{Satisfaction})$$

Example of the Calculation

Respondents were asked to identify major categories of services provided by the Town that they think are most important for the Town to provide. Fifty-two percent (52.0%) of respondents selected the *maintenance of Town streets, sidewalks, and infrastructure*, as one of the most important major services for the Town to provide.

Importance-Satisfaction Analysis (Continued)

Regarding satisfaction, 62.7% of respondents rated the Town's overall performance regarding the *maintenance of Town streets, sidewalks, and infrastructure* as a "4" or "5" on a 5-point scale (where "5" means "very satisfied") excluding "don't know" responses.

The I-S rating for the *maintenance of Town streets, sidewalks, and infrastructure*, is calculated by multiplying the sum of the most important percentages by one minus the sum of the satisfaction percentages.

In this example, 52.0% was multiplied by 37.3% (1-0.627). This calculation yielded an I-S rating of 0.1940 which ranked first out of the seven major categories of Town services analyzed.

The maximum rating is 1.00 and would be achieved when 100% of the respondents select an item as one of their top three choices to emphasize over the next two years and 0% indicate they are positively satisfied with the delivery of the service.

The lowest rating is 0.00 and could be achieved under either of the following two situations:

- If 100% of the respondents were positively satisfied with the delivery of the service
- If none (0%) of the respondents selected the service as one for the two or three most important areas for the Town to emphasize over the next two years.

Interpreting the Ratings

Ratings that are greater than or equal to 0.20 identify areas that should receive significantly more emphasis over the next two years. Ratings from 0.10 to 0.20 identify service areas that should receive increased emphasis. Ratings less than 0.10 should continue to receive the current level of emphasis.

- Definitely Increase Emphasis (IS \geq 0.20)
- Increase Current Emphasis (0.10 \leq IS < 0.20)
- Maintain Current Emphasis (IS < 0.10)

The results for the Town of Los Gatos are provided on the following pages.

Importance-Satisfaction Analysis Ratings

2022 Town of Los Gatos Community Survey

Major Town Services

Los Gatos, CA

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (I-S = 0.10-0.20)						
Overall maintenance of Town streets, sidewalks, and infrastructure	52.0%	2	62.7%	5	0.1940	1
Town Planning, Buildings, and Development services (e.g., issuing permits)	26.3%	3	38.2%	7	0.1625	2
Overall quality of Town police services	55.4%	1	74.3%	3	0.1424	3
Medium Priority (I-S < 0.10)						
Overall effectiveness of Town communication with the public	11.7%	5	50.3%	6	0.0581	4
Town parks and recreation facilities	25.3%	4	91.4%	2	0.0218	5
Overall quality of customer service you receive from Town employees	5.5%	7	66.0%	4	0.0187	6
Overall quality of Town library services	6.3%	6	93.0%	1	0.0044	7

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis over the next two years.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.' Respondents ranked their level of satisfaction with the each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.

Importance-Satisfaction Analysis Ratings

2022 Town of Los Gatos Community Survey

Public Safety Perceptions

Los Gatos, CA

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (I-S > 0.20)						
Town's overall efforts to prevent crime	56.7%	1	57.8%	7	0.2393	1
High Priority (I-S = 0.10-0.20)						
Visibility of police personnel in neighborhoods	32.7%	4	46.8%	9	0.1740	2
Efforts to collaborate with the public to address concerns	29.1%	5	50.1%	8	0.1452	3
Effectiveness of local police protection	40.9%	2	73.8%	4	0.1072	4
Medium Priority (I-S < 0.10)						
How quickly police respond to emergencies	35.2%	3	75.2%	3	0.0873	5
Enforcement of local traffic laws	20.9%	6	59.8%	6	0.0840	6
Overall police performance in your neighborhood	19.6%	7	70.5%	5	0.0578	7
Quality of dispatch/911 services	16.1%	8	76.2%	2	0.0383	8
Professionalism of police officers	12.9%	9	81.7%	1	0.0236	9

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis over the next two years.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.' Respondents ranked their level of satisfaction with the each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.

Importance-Satisfaction Analysis Ratings

2022 Town of Los Gatos Community Survey

Streets, Sidewalks, & Infrastructure

Los Gatos, CA

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (I-S > 0.20)						
Flow of traffic on Town streets	64.6%	1	32.2%	9	0.4380	1
Medium Priority (I-S < 0.10)						
Condition of sidewalks in the Town	28.3%	5	61.8%	8	0.1081	2
Maintenance of major Town streets	40.3%	2	73.6%	3	0.1064	3
Maintenance of streets in your neighborhood	28.7%	4	67.7%	5	0.0927	4
Quality of on-street bicycle infrastructure (bike lanes/wayfinding signs)	22.0%	6	62.3%	7	0.0829	5
Overall cleanliness of Town streets and other public areas	33.5%	3	75.5%	2	0.0821	6
Adequacy of Town street lighting	17.7%	7	70.3%	4	0.0526	7
Accessibility of streets, sidewalks, and buildings for people with disabilities	12.8%	9	65.9%	6	0.0436	8
Maintenance of street signs and traffic signals	14.6%	8	76.4%	1	0.0345	9

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis over the next two years.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.' Respondents ranked their level of satisfaction with the each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.

Importance-Satisfaction Analysis Ratings

2022 Town of Los Gatos Community Survey

Park Facilities

Los Gatos, CA

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Medium Priority (I-S < 0.10)						
Walking & biking trails in Town	51.6%	2	81.7%	3	0.0944	1
Quality of facilities such as picnic areas & playgrounds in Town parks	25.8%	3	82.9%	2	0.0441	2
Maintenance of Town parks	55.9%	1	92.5%	1	0.0419	3
Quality of Town outdoor athletic fields (e.g., baseball & soccer)	12.6%	4	72.7%	5	0.0344	4
Quality of other recreation facilities-tennis/pickleball courts	9.4%	5	72.5%	6	0.0259	5
Quality of customer service from parks employees	5.5%	6	73.4%	4	0.0146	6

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis over the next two years.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.' Respondents ranked their level of satisfaction with the each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.

Importance-Satisfaction Analysis Ratings

2022 Town of Los Gatos Community Survey

Economic Opportunity

Los Gatos, CA

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (I-S > 0.20)						
How well Town is managing growth	61.9%	1	24.0%	9	0.4704	1
Support for entrepreneurs & small business owners available in Town	36.4%	2	32.5%	6	0.2457	2
Town's efforts to attract new business & tourism	32.7%	3	30.3%	7	0.2279	3
Availability of adequate & affordable housing units	28.2%	5	25.4%	8	0.2104	4
High Priority (I-S = 0.10-0.20)						
Access to quality housing you can afford	28.7%	4	40.3%	4	0.1713	5
Medium Priority (I-S < 0.10)						
Access to quality health care that you can afford	22.5%	7	66.0%	2	0.0765	6
Access to healthy food that you can afford	23.6%	6	70.2%	1	0.0703	7
Access to quality childcare that you can afford	10.7%	9	34.3%	5	0.0703	8
Qualified workforce	11.4%	8	47.7%	3	0.0596	9

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis over the next two years.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.

Importance-Satisfaction Analysis Ratings

2022 Town of Los Gatos Community Survey

Communication & Community Engagement

Los Gatos, CA

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (I-S > 0.20)						
Efforts by Town to keep residents informed about local issues	45.1%	1	45.7%	3	0.2449	1
High Priority (I-S = 0.10-0.20)						
Opportunity to engage in improvements in my neighborhood	28.2%	2	31.0%	9	0.1946	2
Opportunity to engage in development projects in my neighborhood	23.1%	5	28.8%	10	0.1645	3
Opportunity to engage/provide input into decisions made by Elected Officials	26.5%	3	38.7%	7	0.1624	4
Availability of information about Town programs & services	26.3%	4	54.0%	2	0.1210	5
Medium Priority (I-S < 0.10)						
Access to information about Town Council, Boards, & Commissions meetings (schedules, agendas, videos, audio recordings)	22.7%	6	56.1%	1	0.0997	6
Timeliness of information provided by Town	14.7%	8	40.6%	5	0.0873	7
Overall usefulness of Town website	14.8%	7	42.3%	4	0.0854	8
Access to Finance & Budget information	14.0%	9	40.1%	6	0.0839	9
Town Department's use of social media	5.9%	10	35.4%	8	0.0381	10

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis over the next two years.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.' Respondents ranked their level of satisfaction with the each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.

Section 5: Tabular Data

Q1. Using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," please rate the Town of Los Gatos with regard to each of the following.

(N=650)

	Excellent	Good	Neutral	Below average	Poor	Don't know
Q1-1. As a place to live	63.7%	33.1%	2.3%	0.5%	0.0%	0.5%
Q1-2. As a place to raise children	51.1%	33.8%	4.9%	1.1%	0.0%	9.1%
Q1-3. As a place to work	30.2%	23.8%	18.0%	2.3%	0.6%	25.1%
Q1-4. As a place to retire	31.7%	27.1%	19.2%	6.6%	6.3%	9.1%
Q1-5. As a place where I feel welcome	42.9%	36.3%	15.1%	3.4%	0.8%	1.5%

WITHOUT "DON'T KNOW" RESPONSES

Q1. Using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," please rate the Town of Los Gatos with regard to each of the following. (without "don't know")

(N=650)

	Excellent	Good	Neutral	Below average	Poor
Q1-1. As a place to live	64.0%	33.2%	2.3%	0.5%	0.0%
Q1-2. As a place to raise children	56.2%	37.2%	5.4%	1.2%	0.0%
Q1-3. As a place to work	40.2%	31.8%	24.0%	3.1%	0.8%
Q1-4. As a place to retire	34.9%	29.8%	21.2%	7.3%	6.9%
Q1-5. As a place where I feel welcome	43.6%	36.9%	15.3%	3.4%	0.8%

Q2. Overall Quality of Town Services. Please rate your overall satisfaction of these major categories of services provided by the Town of Los Gatos.

(N=650)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q2-1. Town parks & recreation facilities	43.1%	47.1%	6.9%	1.2%	0.3%	1.4%
Q2-2. Town planning, buildings, & development services (e.g., issuing permits)	10.8%	20.9%	29.1%	15.5%	6.8%	16.9%
Q2-3. Overall effectiveness of Town communication with the public	13.7%	34.5%	34.3%	10.5%	2.9%	4.2%
Q2-4. Overall maintenance of Town streets, sidewalks, infrastructure	18.3%	44.3%	22.2%	11.1%	4.0%	0.2%
Q2-5. Overall quality of customer service you receive from Town employees	20.3%	32.9%	21.5%	3.8%	2.0%	19.4%
Q2-6. Overall quality of Town library services	51.1%	27.1%	5.1%	0.6%	0.2%	16.0%
Q2-7. Overall quality of Town police services	32.6%	34.2%	16.3%	5.1%	1.7%	10.2%

WITHOUT "DON'T KNOW" RESPONSES**Q2. Overall Quality of Town Services. Please rate your overall satisfaction of these major categories of services provided by the Town of Los Gatos. (without "don't know")**

(N=650)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q2-1. Town parks & recreation facilities	43.7%	47.7%	7.0%	1.2%	0.3%
Q2-2. Town planning, buildings, & development services (e.g., issuing permits)	13.0%	25.2%	35.0%	18.7%	8.1%
Q2-3. Overall effectiveness of Town communication with the public	14.3%	36.0%	35.8%	10.9%	3.0%
Q2-4. Overall maintenance of Town streets, sidewalks, infrastructure	18.3%	44.4%	22.2%	11.1%	4.0%
Q2-5. Overall quality of customer service you receive from Town employees	25.2%	40.8%	26.7%	4.8%	2.5%
Q2-6. Overall quality of Town library services	60.8%	32.2%	6.0%	0.7%	0.2%
Q2-7. Overall quality of Town police services	36.3%	38.0%	18.2%	5.7%	1.9%

Q3. Which TWO of the services listed in Question 2 do you think are MOST IMPORTANT for the Town to provide?

<u>Q3. Top choice</u>	<u>Number</u>	<u>Percent</u>
Town parks & recreation facilities	77	11.8 %
Town planning, buildings, & development services (e.g., issuing permits)	85	13.1 %
Overall effectiveness of Town communication with the public	28	4.3 %
Overall maintenance of Town streets, sidewalks, infrastructure	139	21.4 %
Overall quality of customer service you receive from Town employees	17	2.6 %
Overall quality of Town library services	9	1.4 %
Overall quality of Town police services	243	37.4 %
None chosen	52	8.0 %
Total	650	100.0 %

Q3. Which TWO of the services listed in Question 2 do you think are MOST IMPORTANT for the Town to provide?

<u>Q3. 2nd choice</u>	<u>Number</u>	<u>Percent</u>
Town parks & recreation facilities	88	13.5 %
Town planning, buildings, & development services (e.g., issuing permits)	86	13.2 %
Overall effectiveness of Town communication with the public	48	7.4 %
Overall maintenance of Town streets, sidewalks, infrastructure	199	30.6 %
Overall quality of customer service you receive from Town employees	19	2.9 %
Overall quality of Town library services	32	4.9 %
Overall quality of Town police services	117	18.0 %
None chosen	61	9.4 %
Total	650	100.0 %

SUM OF THE TOP TWO CHOICES**Q3. Which TWO of the services listed in Question 2 do you think are MOST IMPORTANT for the Town to provide? (top 2)**

<u>Q3. Top choice</u>	<u>Number</u>	<u>Percent</u>
Town parks & recreation facilities	165	25.4 %
Town planning, buildings, & development services (e.g., issuing permits)	171	26.3 %
Overall effectiveness of Town communication with the public	76	11.7 %
Overall maintenance of Town streets, sidewalks, infrastructure	338	52.0 %
Overall quality of customer service you receive from Town employees	36	5.5 %
Overall quality of Town library services	41	6.3 %
Overall quality of Town police services	360	55.4 %
None chosen	52	8.0 %
Total	1239	

Q4. Perceptions of the Community. Please rate your satisfaction with each of the following items that may influence your perception of the Town of Los Gatos.

(N=650)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q4-1. Overall quality of services provided by Town	17.2%	52.2%	21.7%	3.7%	0.2%	5.1%
Q4-2. Overall value you receive for your Town tax dollars & fees	11.7%	35.4%	32.8%	11.8%	2.8%	5.5%
Q4-3. Overall image of Town	37.7%	45.8%	10.2%	5.1%	0.2%	1.1%
Q4-4. Overall quality of life in Town	38.9%	47.4%	10.0%	2.3%	0.3%	1.1%
Q4-5. Overall feeling of safety in Town	37.4%	46.0%	12.2%	3.4%	0.5%	0.6%

WITHOUT "DON'T KNOW" RESPONSES**Q4. Perceptions of the Community. Please rate your satisfaction with each of the following items that may influence your perception of the Town of Los Gatos. (without "don't know")**

(N=650)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q4-1. Overall quality of services provided by Town	18.2%	54.9%	22.9%	3.9%	0.2%
Q4-2. Overall value you receive for your Town tax dollars & fees	12.4%	37.5%	34.7%	12.5%	2.9%
Q4-3. Overall image of Town	38.1%	46.3%	10.3%	5.1%	0.2%
Q4-4. Overall quality of life in Town	39.3%	47.9%	10.1%	2.3%	0.3%
Q4-5. Overall feeling of safety in Town	37.6%	46.3%	12.2%	3.4%	0.5%

Q5. Public Safety Perceptions. Please rate your satisfaction with the following services provided by the Town of Los Gatos.

(N=650)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q5-1. Effectiveness of local police protection	28.3%	39.1%	18.0%	5.2%	0.6%	8.8%
Q5-2. Efforts to collaborate with the public to address concerns	13.2%	29.4%	31.4%	8.9%	2.2%	14.9%
Q5-3. Enforcement of local traffic laws	16.0%	39.5%	22.8%	9.7%	4.8%	7.2%
Q5-4. How quickly police respond to emergencies	22.9%	32.3%	14.3%	2.5%	1.4%	26.6%
Q5-5. Overall police performance in your neighborhood	25.1%	36.9%	21.5%	2.9%	1.5%	12.0%
Q5-6. Professionalism of police officers	31.5%	28.8%	11.5%	1.4%	0.6%	26.2%
Q5-7. Quality of dispatch/911 services	19.2%	19.2%	10.0%	2.0%	0.0%	49.5%
Q5-8. Town's overall efforts to prevent crime	13.5%	28.3%	22.5%	6.5%	1.7%	27.5%
Q5-9. Visibility of police personnel in neighborhoods	11.8%	26.3%	28.0%	12.0%	3.4%	18.5%

WITHOUT "DON'T KNOW" RESPONSES**Q5. Public Safety Perceptions. Please rate your satisfaction with the following services provided by the Town of Los Gatos. (without "don't know")**

(N=650)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q5-1. Effectiveness of local police protection	31.0%	42.8%	19.7%	5.7%	0.7%
Q5-2. Efforts to collaborate with the public to address concerns	15.6%	34.5%	36.9%	10.5%	2.5%
Q5-3. Enforcement of local traffic laws	17.2%	42.6%	24.5%	10.4%	5.1%
Q5-4. How quickly police respond to emergencies	31.2%	44.0%	19.5%	3.4%	1.9%
Q5-5. Overall police performance in your neighborhood	28.5%	42.0%	24.5%	3.3%	1.7%
Q5-6. Professionalism of police officers	42.7%	39.0%	15.6%	1.9%	0.8%
Q5-7. Quality of dispatch/911 services	38.1%	38.1%	19.8%	4.0%	0.0%
Q5-8. Town's overall efforts to prevent crime	18.7%	39.1%	31.0%	8.9%	2.3%
Q5-9. Visibility of police personnel in neighborhoods	14.5%	32.3%	34.3%	14.7%	4.2%

Q6. Which THREE services listed in Question 5 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

<u>Q6. Top choice</u>	<u>Number</u>	<u>Percent</u>
Effectiveness of local police protection	125	19.2 %
Efforts to collaborate with the public to address concerns	75	11.5 %
Enforcement of local traffic laws	40	6.2 %
How quickly police respond to emergencies	80	12.3 %
Overall police performance in your neighborhood	28	4.3 %
Professionalism of police officers	12	1.8 %
Quality of dispatch/911 services	24	3.7 %
Town's overall efforts to prevent crime	145	22.3 %
Visibility of police personnel in neighborhoods	65	10.0 %
None chosen	56	8.6 %
Total	650	100.0 %

Q6. Which THREE services listed in Question 5 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

<u>Q6. 2nd choice</u>	<u>Number</u>	<u>Percent</u>
Effectiveness of local police protection	72	11.1 %
Efforts to collaborate with the public to address concerns	53	8.2 %
Enforcement of local traffic laws	51	7.8 %
How quickly police respond to emergencies	85	13.1 %
Overall police performance in your neighborhood	44	6.8 %
Professionalism of police officers	35	5.4 %
Quality of dispatch/911 services	51	7.8 %
Town's overall efforts to prevent crime	123	18.9 %
Visibility of police personnel in neighborhoods	68	10.5 %
None chosen	68	10.5 %
Total	650	100.0 %

Q6. Which THREE services listed in Question 5 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

<u>Q6. 3rd choice</u>	<u>Number</u>	<u>Percent</u>
Effectiveness of local police protection	69	10.6 %
Efforts to collaborate with the public to address concerns	61	9.4 %
Enforcement of local traffic laws	45	6.9 %
How quickly police respond to emergencies	64	9.8 %
Overall police performance in your neighborhood	55	8.5 %
Professionalism of police officers	37	5.7 %
Quality of dispatch/911 services	30	4.6 %
Town's overall efforts to prevent crime	101	15.5 %
Visibility of police personnel in neighborhoods	79	12.2 %
None chosen	109	16.8 %
Total	650	100.0 %

SUM OF THE TOP THREE CHOICES

Q6. Which THREE services listed in Question 5 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? (top 3)

<u>Q6. Top choice</u>	<u>Number</u>	<u>Percent</u>
Effectiveness of local police protection	266	40.9 %
Efforts to collaborate with the public to address concerns	189	29.1 %
Enforcement of local traffic laws	136	20.9 %
How quickly police respond to emergencies	229	35.2 %
Overall police performance in your neighborhood	127	19.5 %
Professionalism of police officers	84	12.9 %
Quality of dispatch/911 services	105	16.2 %
Town's overall efforts to prevent crime	369	56.8 %
Visibility of police personnel in neighborhoods	212	32.6 %
None chosen	56	8.6 %
Total	1773	

Q7. Streets, Sidewalks, and Infrastructure. Please rate your satisfaction with the following services provided by the Town of Los Gatos.

(N=650)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q7-1. Maintenance of major Town streets	19.5%	52.8%	16.8%	7.7%	1.5%	1.7%
Q7-2. Maintenance of streets in your neighborhood	21.2%	45.5%	16.8%	12.0%	3.1%	1.4%
Q7-3. Condition of sidewalks in Town	15.7%	44.3%	21.5%	11.5%	4.0%	2.9%
Q7-4. Maintenance of street signs & traffic signals	22.0%	52.9%	17.7%	4.2%	1.2%	2.0%
Q7-5. Adequacy of Town street lighting	19.8%	48.8%	18.9%	8.3%	1.7%	2.5%
Q7-6. Accessibility of streets, sidewalks, & buildings for people with disabilities	14.5%	30.8%	16.2%	5.7%	1.5%	31.4%
Q7-7. Quality of on-street bicycle infrastructure (bike lanes/wayfinding signs)	17.8%	39.7%	22.3%	7.1%	5.4%	7.7%
Q7-8. Flow of traffic on Town streets	7.4%	24.3%	27.7%	25.4%	13.7%	1.5%
Q7-9. Overall cleanliness of Town streets & other public areas	20.8%	53.8%	17.2%	4.5%	2.5%	1.2%

WITHOUT "DON'T KNOW" RESPONSES**Q7. Streets, Sidewalks, and Infrastructure. Please rate your satisfaction with the following services provided by the Town of Los Gatos. (without "don't know")**

(N=650)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q7-1. Maintenance of major Town streets	19.9%	53.7%	17.1%	7.8%	1.6%
Q7-2. Maintenance of streets in your neighborhood	21.5%	46.2%	17.0%	12.2%	3.1%
Q7-3. Condition of sidewalks in Town	16.2%	45.6%	22.2%	11.9%	4.1%
Q7-4. Maintenance of street signs & traffic signals	22.4%	54.0%	18.1%	4.2%	1.3%
Q7-5. Adequacy of Town street lighting	20.3%	50.0%	19.4%	8.5%	1.7%
Q7-6. Accessibility of streets, sidewalks, & buildings for people with disabilities	21.1%	44.8%	23.5%	8.3%	2.2%
Q7-7. Quality of on-street bicycle infrastructure (bike lanes/wayfinding signs)	19.3%	43.0%	24.2%	7.7%	5.8%
Q7-8. Flow of traffic on Town streets	7.5%	24.7%	28.1%	25.8%	13.9%
Q7-9. Overall cleanliness of Town streets & other public areas	21.0%	54.5%	17.4%	4.5%	2.5%

Q8. Which THREE of the services listed in Question 7 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

<u>Q8. Top choice</u>	<u>Number</u>	<u>Percent</u>
Maintenance of major Town streets	105	16.2 %
Maintenance of streets in your neighborhood	53	8.2 %
Condition of sidewalks in Town	55	8.5 %
Maintenance of street signs & traffic signals	16	2.5 %
Adequacy of Town street lighting	12	1.8 %
Accessibility of streets, sidewalks, & buildings for people with disabilities	24	3.7 %
Quality of on-street bicycle infrastructure (bike lanes/wayfinding signs)	43	6.6 %
Flow of traffic on Town streets	260	40.0 %
Overall cleanliness of Town streets & other public areas	35	5.4 %
None chosen	47	7.2 %
Total	650	100.0 %

Q8. Which THREE of the services listed in Question 7 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

<u>Q8. 2nd choice</u>	<u>Number</u>	<u>Percent</u>
Maintenance of major Town streets	77	11.8 %
Maintenance of streets in your neighborhood	68	10.5 %
Condition of sidewalks in Town	64	9.8 %
Maintenance of street signs & traffic signals	43	6.6 %
Adequacy of Town street lighting	55	8.5 %
Accessibility of streets, sidewalks, & buildings for people with disabilities	26	4.0 %
Quality of on-street bicycle infrastructure (bike lanes/wayfinding signs)	57	8.8 %
Flow of traffic on Town streets	108	16.6 %
Overall cleanliness of Town streets & other public areas	75	11.5 %
None chosen	77	11.8 %
Total	650	100.0 %

Q8. Which THREE of the services listed in Question 7 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

<u>Q8. 3rd choice</u>	<u>Number</u>	<u>Percent</u>
Maintenance of major Town streets	80	12.3 %
Maintenance of streets in your neighborhood	65	10.0 %
Condition of sidewalks in Town	65	10.0 %
Maintenance of street signs & traffic signals	36	5.5 %
Adequacy of Town street lighting	48	7.4 %
Accessibility of streets, sidewalks, & buildings for people with disabilities	33	5.1 %
Quality of on-street bicycle infrastructure (bike lanes/wayfinding signs)	43	6.6 %
Flow of traffic on Town streets	52	8.0 %
Overall cleanliness of Town streets & other public areas	108	16.6 %
None chosen	120	18.5 %
Total	650	100.0 %

SUM OF THE TOP THREE CHOICES

Q8. Which THREE of the services listed in Question 7 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? (top 3)

<u>Q8. Top choice</u>	<u>Number</u>	<u>Percent</u>
Maintenance of major Town streets	262	40.3 %
Maintenance of streets in your neighborhood	186	28.6 %
Condition of sidewalks in Town	184	28.3 %
Maintenance of street signs & traffic signals	95	14.6 %
Adequacy of Town street lighting	115	17.7 %
Accessibility of streets, sidewalks, & buildings for people with disabilities	83	12.8 %
Quality of on-street bicycle infrastructure (bike lanes/wayfinding signs)	143	22.0 %
Flow of traffic on Town streets	420	64.6 %
Overall cleanliness of Town streets & other public areas	218	33.5 %
None chosen	47	7.2 %
Total	1753	

Q9. Park Facilities. Please rate your satisfaction with the following services provided by the Town of Los Gatos.

(N=650)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q9-1. Maintenance of Town parks	37.5%	51.2%	5.4%	1.2%	0.6%	4.0%
Q9-2. Quality of other recreation facilities-tennis/pickleball courts	19.2%	27.8%	14.8%	2.6%	0.5%	35.1%
Q9-3. Quality of customer service from parks employees	22.5%	26.8%	15.7%	1.4%	0.8%	32.9%
Q9-4. Quality of facilities such as picnic areas & playgrounds in Town parks	25.7%	48.9%	12.9%	2.0%	0.5%	10.0%
Q9-5. Quality of Town outdoor athletic fields (e.g., baseball & soccer)	17.1%	30.3%	15.1%	1.8%	0.9%	34.8%
Q9-6. Walking & biking trails in Town	30.6%	46.3%	12.6%	3.5%	1.1%	5.8%

WITHOUT "DON'T KNOW" RESPONSES**Q9. Park Facilities. Please rate your satisfaction with the following services provided by the Town of Los Gatos. (without "don't know")**

(N=650)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q9-1. Maintenance of Town parks	39.1%	53.4%	5.6%	1.3%	0.6%
Q9-2. Quality of other recreation facilities-tennis/ pickleball courts	29.6%	42.9%	22.7%	4.0%	0.7%
Q9-3. Quality of customer service from parks employees	33.5%	39.9%	23.4%	2.1%	1.1%
Q9-4. Quality of facilities such as picnic areas & playgrounds in Town parks	28.5%	54.4%	14.4%	2.2%	0.5%
Q9-5. Quality of Town outdoor athletic fields (e.g., baseball & soccer)	26.2%	46.5%	23.1%	2.8%	1.4%
Q9-6. Walking & biking trails in Town	32.5%	49.2%	13.4%	3.8%	1.1%

Q10. Which TWO of the services listed in Question 9 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

Q10. Top choice	Number	Percent
Maintenance of Town parks	237	36.5 %
Quality of other recreation facilities-tennis/pickleball courts	29	4.5 %
Quality of customer service from parks employees	15	2.3 %
Quality of facilities such as picnic areas & playgrounds in Town parks	60	9.2 %
Quality of Town outdoor athletic fields (e.g., baseball & soccer)	35	5.4 %
Walking & biking trails in Town	163	25.1 %
None chosen	111	17.1 %
Total	650	100.0 %

Q10. Which TWO of the services listed in Question 9 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

Q10. 2nd choice	Number	Percent
Maintenance of Town parks	126	19.4 %
Quality of other recreation facilities-tennis/pickleball courts	32	4.9 %
Quality of customer service from parks employees	21	3.2 %
Quality of facilities such as picnic areas & playgrounds in Town parks	108	16.6 %
Quality of Town outdoor athletic fields (e.g., baseball & soccer)	47	7.2 %
Walking & biking trails in Town	172	26.5 %
None chosen	144	22.2 %
Total	650	100.0 %

SUM OF THE TOP TWO CHOICES**Q10. Which TWO of the services listed in Question 9 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? (top 2)**

Q10. Top choice	Number	Percent
Maintenance of Town parks	363	55.8 %
Quality of other recreation facilities-tennis/pickleball courts	61	9.4 %
Quality of customer service from parks employees	36	5.5 %
Quality of facilities such as picnic areas & playgrounds in Town parks	168	25.8 %
Quality of Town outdoor athletic fields (e.g., baseball & soccer)	82	12.6 %
Walking & biking trails in Town	335	51.5 %
None chosen	111	17.1 %
Total	1156	

Q11. Economic Opportunity. Please rate your satisfaction with the following areas.

(N=650)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q11-1. Access to healthy food that you can afford	27.8%	40.0%	19.4%	8.3%	1.1%	3.4%
Q11-2. Access to quality childcare that you can afford	5.5%	7.5%	17.4%	6.0%	1.7%	61.8%
Q11-3. Access to quality health care that you can afford	26.6%	32.8%	22.9%	6.6%	1.1%	10.0%
Q11-4. Access to quality housing you can afford	13.2%	23.1%	28.3%	14.3%	11.4%	9.7%
Q11-5. Availability of adequate & affordable housing units	9.5%	9.8%	26.3%	18.0%	12.8%	23.5%
Q11-6. How well Town is managing growth	6.0%	15.4%	28.2%	23.4%	16.0%	11.1%
Q11-7. Support for entrepreneurs & small business owners available in Town	5.2%	14.3%	23.2%	11.8%	5.5%	39.8%
Q11-8. Town's efforts to attract new business & tourism	4.3%	15.7%	28.3%	11.2%	6.5%	34.0%
Q11-9. Qualified workforce	8.6%	20.9%	27.5%	3.2%	1.5%	38.2%

WITHOUT "DON'T KNOW" RESPONSES**Q11. Economic Opportunity. Please rate your satisfaction with the following areas. (without "don't know")**

(N=650)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q11-1. Access to healthy food that you can afford	28.8%	41.4%	20.1%	8.6%	1.1%
Q11-2. Access to quality childcare that you can afford	14.5%	19.8%	45.6%	15.7%	4.4%
Q11-3. Access to quality health care that you can afford	29.6%	36.4%	25.5%	7.4%	1.2%
Q11-4. Access to quality housing you can afford	14.7%	25.6%	31.3%	15.8%	12.6%
Q11-5. Availability of adequate & affordable housing units	12.5%	12.9%	34.4%	23.5%	16.7%
Q11-6. How well Town is managing growth	6.7%	17.3%	31.7%	26.3%	18.0%
Q11-7. Support for entrepreneurs & small business owners available in Town	8.7%	23.8%	38.6%	19.7%	9.2%
Q11-8. Town's efforts to attract new business & tourism	6.5%	23.8%	42.9%	17.0%	9.8%
Q11-9. Qualified workforce	13.9%	33.8%	44.5%	5.2%	2.5%

Q12. Which THREE of the economic opportunities listed in Question 11 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

<u>Q12. Top choice</u>	<u>Number</u>	<u>Percent</u>
Access to healthy food that you can afford	48	7.4 %
Access to quality childcare that you can afford	21	3.2 %
Access to quality health care that you can afford	48	7.4 %
Access to quality housing you can afford	84	12.9 %
Availability of adequate & affordable housing units	77	11.8 %
How well Town is managing growth	211	32.5 %
Support for entrepreneurs & small business owners available in Town	51	7.8 %
Town's efforts to attract new business & tourism	41	6.3 %
Qualified workforce	10	1.5 %
None chosen	59	9.1 %
Total	650	100.0 %

Q12. Which THREE of the economic opportunities listed in Question 11 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

<u>Q12. 2nd choice</u>	<u>Number</u>	<u>Percent</u>
Access to healthy food that you can afford	53	8.2 %
Access to quality childcare that you can afford	25	3.8 %
Access to quality health care that you can afford	48	7.4 %
Access to quality housing you can afford	52	8.0 %
Availability of adequate & affordable housing units	75	11.5 %
How well Town is managing growth	105	16.2 %
Support for entrepreneurs & small business owners available in Town	111	17.1 %
Town's efforts to attract new business & tourism	75	11.5 %
Qualified workforce	16	2.5 %
None chosen	90	13.8 %
Total	650	100.0 %

Q12. Which THREE of the economic opportunities listed in Question 11 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

Q12. 3rd choice	Number	Percent
Access to healthy food that you can afford	52	8.0 %
Access to quality childcare that you can afford	24	3.7 %
Access to quality health care that you can afford	50	7.7 %
Access to quality housing you can afford	51	7.8 %
Availability of adequate & affordable housing units	32	4.9 %
How well Town is managing growth	86	13.2 %
Support for entrepreneurs & small business owners available in Town	75	11.5 %
Town's efforts to attract new business & tourism	97	14.9 %
Qualified workforce	48	7.4 %
None chosen	135	20.8 %
Total	650	100.0 %

SUM OF THE TOP THREE CHOICES

Q12. Which THREE of the economic opportunities listed in Question 11 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? (top 3)

Q12. Top choice	Number	Percent
Access to healthy food that you can afford	153	23.5 %
Access to quality childcare that you can afford	70	10.8 %
Access to quality health care that you can afford	146	22.5 %
Access to quality housing you can afford	187	28.8 %
Availability of adequate & affordable housing units	184	28.3 %
How well Town is managing growth	402	61.8 %
Support for entrepreneurs & small business owners available in Town	237	36.5 %
Town's efforts to attract new business & tourism	213	32.8 %
Qualified workforce	74	11.4 %
None chosen	59	9.1 %
Total	1725	

Q13. Community Investment Areas. Please rate your level of support for investing your tax dollars on a scale of 1 to 4, where 4 means "Very Supportive" and 1 means "Not Supportive," for each of the following.

(N=650)

	Very supportive	Supportive	Not sure	Not supportive
Q13-1. Beautifying Downtown	36.5%	40.3%	18.0%	5.2%
Q13-2. Improving bicycle access & safety on Town roads	35.2%	34.5%	17.8%	12.5%
Q13-3. Improving pedestrian access & safety along Town roads	49.4%	38.3%	9.1%	3.2%
Q13-4. Improving traffic flow to reduce traffic congestion	71.5%	21.5%	4.8%	2.2%
Q13-5. Investing in more library materials & programs	27.8%	40.5%	23.5%	8.2%
Q13-6. Upgrading Town parks, playground equipment, & restrooms	35.2%	46.3%	15.8%	2.6%
Q13-7. Maintaining streets, sidewalks, & storm sewer systems	58.6%	36.5%	4.5%	0.5%
Q13-8. Upgrading walking, hiking, & biking trails	45.4%	41.2%	10.6%	2.8%
Q13-9. Increasing neighborhood police patrols	51.5%	30.2%	13.4%	4.9%
Q13-10. Maintaining 911 response times	58.2%	30.6%	10.0%	1.2%

Q14. Which THREE of the items listed in Question 13 do you think are MOST IMPORTANT for the Town to pursue?

Q14. Top choice	Number	Percent
Beautifying Downtown	26	4.0 %
Improving bicycle access & safety on Town roads	26	4.0 %
Improving pedestrian access & safety along Town roads	55	8.5 %
Improving traffic flow to reduce traffic congestion	221	34.0 %
Investing in more library materials & programs	9	1.4 %
Upgrading Town parks, playground equipment, & restrooms	21	3.2 %
Maintaining streets, sidewalks, & storm sewer systems	47	7.2 %
Upgrading walking, hiking, & biking trails	23	3.5 %
Increasing neighborhood police patrols	86	13.2 %
Maintaining 911 response times	92	14.2 %
None chosen	44	6.8 %
Total	650	100.0 %

Q14. Which THREE of the items listed in Question 13 do you think are MOST IMPORTANT for the Town to pursue?

Q14. 2nd choice	Number	Percent
Beautifying Downtown	19	2.9 %
Improving bicycle access & safety on Town roads	37	5.7 %
Improving pedestrian access & safety along Town roads	61	9.4 %
Improving traffic flow to reduce traffic congestion	107	16.5 %
Investing in more library materials & programs	24	3.7 %
Upgrading Town parks, playground equipment, & restrooms	31	4.8 %
Maintaining streets, sidewalks, & storm sewer systems	119	18.3 %
Upgrading walking, hiking, & biking trails	45	6.9 %
Increasing neighborhood police patrols	94	14.5 %
Maintaining 911 response times	56	8.6 %
None chosen	57	8.8 %
Total	650	100.0 %

Q14. Which THREE of the items listed in Question 13 do you think are MOST IMPORTANT for the Town to pursue?

Q14. 3rd choice	Number	Percent
Beautifying Downtown	46	7.1 %
Improving bicycle access & safety on Town roads	36	5.5 %
Improving pedestrian access & safety along Town roads	53	8.2 %
Improving traffic flow to reduce traffic congestion	74	11.4 %
Investing in more library materials & programs	24	3.7 %
Upgrading Town parks, playground equipment, & restrooms	48	7.4 %
Maintaining streets, sidewalks, & storm sewer systems	92	14.2 %
Upgrading walking, hiking, & biking trails	57	8.8 %
Increasing neighborhood police patrols	65	10.0 %
Maintaining 911 response times	69	10.6 %
None chosen	86	13.2 %
Total	650	100.0 %

SUM OF THE TOP THREE CHOICES**Q14. Which THREE of the items listed in Question 13 do you think are MOST IMPORTANT for the Town to pursue? (top 3)**

Q14. Top choice	Number	Percent
Beautifying Downtown	91	14.0 %
Improving bicycle access & safety on Town roads	99	15.2 %
Improving pedestrian access & safety along Town roads	169	26.0 %
Improving traffic flow to reduce traffic congestion	402	61.8 %
Investing in more library materials & programs	57	8.8 %
Upgrading Town parks, playground equipment, & restrooms	100	15.4 %
Maintaining streets, sidewalks, & storm sewer systems	258	39.7 %
Upgrading walking, hiking, & biking trails	125	19.2 %
Increasing neighborhood police patrols	245	37.7 %
Maintaining 911 response times	217	33.4 %
None chosen	44	6.8 %
Total	1807	

Q15. Are there other community investment areas that were not listed in Question 13 that you would be supportive of the Town investing your tax dollars in?

Answer responses by category:

- Traffic (48 mentions) – Pages 1-4
- Community facilities and parks (38 mentions) – Pages 4-5
- Economic development (33 mentions) – Pages 5-7
- Safety (28 mentions) – Pages 7-9
- Environmental concerns (22 mentions) – Pages 9-10
- Housing (18 mentions) – Page 10
- Parking (15 mentions) – Pages 10-11
- Schools/ childcare/ youth services (13 mentions) – Page 11
- Senior living (12 mentions) – Pages 11-12
- Other (4 mentions) – Page 12



Traffic (48 mentions)

Traffic Concerns- Congestion (17 total mentions)

- Deal with the summer beach traffic somehow. It is a huge problem for residents and business on Santa Cruz.
- How to reduce the impact of summer traffic on local residents
- I moved here in 2000. The town was yet to address the "cut-thru traffic that clogs our downtown streets for many weekends. All summer! It has to be addressed, cutting thru town (to get to I-7) hurts businesses and all of our residents. That is awful.
- I would like to see the town do something about the beach traffic
- Our town cannot shut down during the summer due to beach traffic. It is unfair to the residents and our small businesses. The beauty of Los Gatos is the downtown area where young and old can walk, shop and eat. It needs to be safe and have that small town feel maintained.
- Please close Santa Cruz 17 on Ramp.
- Please deal with beach traffic in warm weather
- Redirecting weekend beach traffic off our town roads. It is terrible in warm weather weekend months.
- Return Winchester (between Lark and Mariposa) to two traffic lanes in each direction, plus a two-way left turn lane in the middle.
- Shut down all south bound on ramps to Highway 17 South from June to September.
- Stop traffic to Santa Cruz. Train? New Road?

- Studies and solutions for traffic flow, esp. Weekends downtown. This is ongoing. The development on Lark Ave is deplorable. We already have traffic issues, water issues, electrical grid issues. Everything is growing but not the roads.
- Traffic control is a huge priority. We live on Shannon, and I never see police patrol cars. Cars fly down the road and sun stop signs, etc. I was told we only have 2 patrol cars in LG. That is absurd.
- Traffic is the absolutely No. 1 issue here. I support to put as much as we can to expand driveways and to reduce cross-town traffic in local roads.
- Traffic, growth and schools, all a top priority.
- Eliminate parking on N Santa Cruz and change to alternating 1 way traffic flow opposite the flow of HWY 17 beach traffic to discourage cutting through town.
- Traffic is horrible.

Traffic Concerns – Construction needs (12 total)

- 1-Widening Los Gatos Blvd between Lark and Samaritan Drive (on East side) for improved traffic flow around North 40 developments. 2-Rebuilding Highway 17 Overpass at Hwy 9. Rated one of the most dangerous on-ramps/off-ramps in Bay Area, dangerous to not only vehicles, but pedestrians and bikers alike. Multiple other Highway overpasses have been rebuilt in the state and this should be next. 3-Widening Highway 17 to 3 lanes southbound for 3 miles so beach traffic can bypass town instead of entering it.
- Remove the mess on Winchester Blvd. The system that was put in place is dangerous.
- Addressing the traffic impact, the North 40 project has already created.
- Fix Winchester Blvd. The new layout is ludicrous!
- I don't like what was done to Winchester Blvd and Blossom Hill Road
- Replace bridges on Quito Road.
- Roads need paving.
- Safer way to cross 17 by bike/walking near Blossom Hill Rd.
- Stop putting in bright white LED streetlights. Nighttime is supposed to be dark. My street now lights up like a stadium.
- Town to engage with caltrans to reduce noise by special paving to absorb noise for the traffic on 17 for 5 miles from Canyon to the crossing between 17/85 (beginning at Lexington Road)
- Widen LG Blvd near the North 40 and between Samaritan and Lark.
- Widening of 17 to reduce congestion.

Traffic Concerns- Biking (10 total)

- Bike lanes on Winchester are a waste and make the road more dangerous.
- I hate the bike lanes on Winchester Blvd between Blossom Hill and Lark.
- I do not support all of the new bicycle lanes. I ride my bike weekly around Los Gatos and imagine the new bike lanes probably cost more than they should - and I don't think they were needed
- I've heard that the town is considering making a greenbelt walkway between Union Avenue and Pinehurst Ave. This area is a PG&E easement with the lot owned by the town. The only way our children can access Union middle school and Alta Vista elementary, both in Los Gatos is via Lynn Ave. Lynn Ave. Has no sidewalks along with all the school traffic coming from the middle school.

I find it absolutely crazy that children are walking and biking in massive droves down the street. Just this year, I've seen one kid hit on a bike and I was hit by a car two years ago because there's no sidewalks. I heard the town is considering putting a walkway/Greenbelt to connect Union Avenue and Pinehurst to fix this. This project would truly help our kids and elders managing not having to walk on Lynn Ave. During the massive traffic periods while it has no sidewalks

- More bike paths
- New bike path from Rt 9 to town
- Reduce bike lanes.
- Would like to see more toward controlling bicyclist speed and promoting bicycle manners on trails. Almost been hit several times.
- More protected bike lanes, Overall, LG is an amazing town. Great jobs. Thanks for the hard work
- More streamlined access (walk, bike trail) to elementary school from whole service area.

Traffic Concerns- Traffic signals (7 total)

- Change out ALL traffic signals to smart ones that detect cars/bikes. I often wait more than 3 minutes (very early in the morning), with NO traffic going other directions. This would improve traffic flow AND cut pollution and is relatively inexpensive compared to other items.
- Defend local central of density zones against state mandates (join other municipalities legal efforts to do so) Install all-way stop signs at busy cross-streets (such as Cherry Blossom and Los Gatos-Almaden roads)
- Revise stop light timing on Los Gatos Blvd and Blossum Hill Rd to improve traffic flow.
- Synchronize signals on Winchester and Los Gatos Blvd. The way they operate causes too many start-stops and impedes traffic flow. Install smart sensors to know when there is no need to have a light. Incorporate a pedestrian scramble cycle, where all traffic is stopped in all directions and pedestrians cross in all directions.
- The intersection at Hwy 9 at university and Santa Cruz are very dangerous. Long lights prompt drivers to run the red lights. I have been hit because of this.
- The new 3 lane left turns from Lark EB to NB LG Blvd is a disaster waiting to happen. The merge of 2 lanes quickly into one lane on NB LG Blvd is a major issue, especially if you aren't familiar with the area. The ""speeders"" always try to take advantage of the quick merge from the inside left turn lane and cut off the middle-left turn people heading to Stanford or Good Sam. Eliminate the far-left lane on EB Lark and /or make it U turn only. Lark traffic in general needs to be reevaluated with the N40 and the new bike lanes on Winchester/Lark Lane reductions. Traffic back to normal, BAD! Also why is there street parking (with no green bicycle path) in front of Courtside Club on Winchester Blvd, but not in front of Netflix (that has a green bicycle path)? Seems to be an oxymoron when Courtside has a completely empty parking lot for its employees/patrons sitting empty? The speeders coming off of 85 endanger the very bicyclists (by opening card door unexpectedly or people turning into Courtside) you are trying to protect further south on Winchester. Time to relook at the bike lane consistency again.
- We would like a reduction in stop signs, speed bumps and those green cones for the bikes.

Traffic concerns- Public transportation (2 mentions)

- Downtown trolley
- Public transportation within the town such as shuttle and minibus service

Community Facilities and Parks (38 mentions)

Community facilities-Parks and outdoor facilities (8 mentions)

- Create more field space for youth sports.
- Need more children parks. There are very few in the north part of town. 2. The library is awesome; it would be helpful if it had more meeting rooms. Social interactions need to be encouraged.
- I recently made trip to Minneapolis, was very impressed by the amount the city has invested in playgrounds, parks, etc. It puts our town to shame.
- Maintain parks, keeping the weeds under control
- More involvement in downtown beautification. Adopted flower garden areas could use water & a source of water for these areas. Add hanging flower baskets on N. Scave and more beautification areas on Main St
- Access to tennis and pickleball courts
- More hiking trails, bike paths.
- Provide/improve hiking/biking paths to parks and open space.

Community facilities- Community programs (6 mentions)

- Outdoor, family-friendly events that bring the community together would be very welcome, to help build cohesion. Would be even better if making new connections was an explicit goal in community events.
- Town online forum for residents to communicate with each other and to the government
- Town events for families that do not include alcohol and allow for new friends to be made.
- Translation services for non-native English speakers for communications from the Town.
- Would like to see yard sales in community parks 3 or 4 times a year. Help keep clear of junk left on city streets.
- Town garage sale.

Community facilities- Public art (5 mentions)

- Art and morals cultural life, lectures
- Music in the park
- Prioritizing arts and culture infusion into every aspect of town life.
- Public art
- Supporting our Art and Cultural Community.

Community facilities- Dog park (4 mentions)

- A dog parks
- Dog park. Los Gatos is very dog friendly, yet there is nowhere for dogs to run free.
- We need a dog park.
- Also create an off-leash dog park.

Community facilities- Other

- More bathrooms at parks
- More public restrooms, need one in the downtown park and at the end of town near Saratoga Ave.
- Public restroom downtown.
- A larger farmers market maybe.
- Farmers Market should be bigger
- A community garden in East Los Gatos.
- More support for community gardens such as Pine Hurst
- I would like the library to become part of the Santa Clara County Library system
- Increase number of pickleball courts would be nice
- Pickleball courts please. Dedicated ones
- Community pools
- More athletic fields and a community pool.
- I still think there should be a skateboard park.
- Skateboard Park, rock climbing small business, swimming school small business.
- There is not much for the teens- a skate park or something like that would be great! Also, it would be awesome if it was possible to walk all the way around the lake in Vansona.

Economic Development (33 mentions)

Economic Development- Growth (11 mentions)

- Attracting new companies by concentrating office facilities. Enhancing convenience and accessibility.
- Beautifying, incorporating, attracting businesses to other parts of Los Gatos. (The Boulevard, Downing Center, and Walgreens Center)
- Create/support growing of Los Gatos local business, such as bike manufacturer, internet service, local childcare provider (employ local residents), environmental improvement company.
- Incentives for new businesses
- Making sure businesses impacted by the pandemic are able to actually stay in business. Like Dustin David Salon
- More attractive to businesses. More restaurant options.
- Planning and building departments to support more development.
- Slowing growth.
- The Meadows Retirement Home needs to be rebuilt/replaced. The Terraces has a 380000 Entry fee requirement.

- Would like to see investments in amenities and smart planning of parks, trails. A modernized downtown with permanent parks. Do not want increased investment in police or effort to control beach traffic.
- Cycling, vehicle capacity on streets, parks and concern for existing citizens, not just new citizens. Downtown Los Gatos is geographically much more beautiful than Mountainview, yet we are only getting outdoor dining due to Covid, and their city is more inviting. Additionally, the residents of the Lark Ave side of town are treated like peasants versus downtown residents and most (if not all) other areas. The committee is jamming this 2040 plan which quadruples growth beyond state requirements without adequate time for or communication with existing residents. Regarding police and fire - my impression is they are doing a good job. Please make sure to thank them for their support of safety, health and freedom.

Economic Development- Addressing vacancies (8 mentions)

- Laws to prevent leaving housing units vacant. It is impossible to buy a home here when competing against investment firms.
- Forcing properties that are vacant for long periods of time to upgrade or turn them in to parks. Example: CB Hannigans, car dealership near Nob Hill Grocery, etc.
- Help reactivate dead commercial properties, i.e., Chevy dealership, wine depot
- Why not spend money on ensuring the store fronts are filled with lively/affordable restaurants or stores to attract people?
- Put the old courthouse to good use, right now it is just an eye soar.
- Repurpose schools as class enrollment goes down.
- Resurrecting and/or repurposing the historic Forbes Mill annex, which has been vacant for 7-8 years or more. This is a valuable town asset (and a state historic landmark) that should not be neglected.
- Unsightly dirt lot on lark and Winchester should be renovated to something. If space is needed for fire equipment, then it should be formalized.

Economic Development- Outdoor Dining (7 mentions)

- Need more attractive/permanent outdoor seating at restaurants and wine bars, etc.
- Close Santa Cruz Ave in summer to walking street for restaurants to have outdoor dining and mitigate traffic.
- Encourage outdoor restaurants to use professional help designing their outdoor structures- temporary or not
- Finding better balance of retail vs restaurants. Get rid of on street dining, it is a hazard, ugly and not good for retail.
- I am absolutely opposed to the concrete barricades put up for restaurants for their street dining during covid and now, not being renovated to nicer permanent structures. I.e. Those we asked restaurants to pay for.
- More outdoor European-style dining options like purpose-built piazza. Not gutter dining alongside roads
- Specific to beautifying downtown - we need to provide consistency and attractiveness to outdoor barriers along N Santa Cruz and along Main Street. Some of them are pretty ugly...

Economic Development- Supporting business (4 mentions)

- Developing a long-term plan to diversity the ownership of downtown commercial buildings, which currently are owned by very few landlords through use of federal or state grants and programs to financially support re-development and enable small business owners to continue to do business in the Town as many local businesses have been squeezed out by landlords due to the continuing escalation of rent
- Economic health of downtown.
- Poor city planning, tax hungry, allowing massive medical offices. Monopoly of ownership of downtown shop spaces, hiking rents. Downtown appeal is in a sharp decline.
- Support small business

Economic Development- Other

- I have lived here 30+ years and love Los Gatos. Since COVID, I have seen a major degradation in services, attention to our community, etc.
- Inclusion and Diversity initiatives. Raising minimum wage in town
- Maintaining historical districts

Safety (28 mentions)

Safety- Sidewalk and pedestrian space (13 mentions)

- Fix sidewalks and streets first before any new investments. Tree roots impeding sidewalks, and a huge liability to homeowners and the city.
- Fix/fill gaps in sidewalks where one block or even one house has no sidewalks, like on Roberts Road
- Improving pedestrian crosswalks - adding audible signals and ramps
- It is time for the town of Los Gatos to go through neighborhoods and remove and replace old overgrown trees that are destroying sidewalks and creating trip/fall hazards. These trees were planted by the city and should be replaced with trees that 1) are safer 2) produce less leaves 3) and a visibly pleasing. For example: the original trees in front of 241 Cerro Chico is a menace. These trees are destroying the sidewalk, the water mains, and produce unsafe seed pods (little seed pods like ball bearings) that are treacherous for my elderly neighbors. I complained to the city, created a complaint, and spoke with the arborist, and no action was taken. Let's harvest some trees and make things easier on homeowners.
- Lack of sidewalks in residential areas makes it dangerous for pedestrians.
- Maintain our streets. We had to pay for repaving and maintenance ourselves. The town was not interested in doing this when we contacted them. We are close to an elementary school
- Public safety- all aspects from community policing to traffic safety on roads and sidewalks.
- Stop beautifying. Make lighting more functional. Light the sidewalks.
- Streamlining and modernizing the permitting system for speed and costs. I had a HORRIBLE experience getting permits for some basic tree removals (ugly, non-native trees), and it went all the way to the planning commission. Once they saw my case, they were wondering why I was being put through so many hoops for such a basic obvious need. Having to bring on my own arborists (PLURAL) to get this done cost me thousands of \$\$\$. It's my worst experience after

living in town for 18 years. We need to be careful about safety and thoughtful growth, but we go WAY too far sometimes.

- The planning committee, hence, the Town leadership are doing a very poor job. This is a beautiful place that was an excellent place to live. It is being ruined by the Town supporting developers and volume housing while not matching the infrastructure to the housing units. We need adequate sidewalks, safe
- Downtown on N Santa Cruz and S. Santa Cruz Ave, clean the sidewalks.
- Truly wish the downtown sidewalks were kept clean. I know there has been a water shortage, but a bucket of water and a broom would go a long way in front our downtown stores. We are a very dog friendly town but the dog urine, spilled food, etc. On our sidewalks is disgusting. Bring friends to our lovely community is sometimes embarrassing. I know you can't stop a dog from peeing, but a daily rinse would go a long way.
- I would like to have more crosswalks for pedestrians along Blossom Hill Road. I have written to the town about this before. There is a fork on Blossom Hill Road and Old Blossom Hill Road. It would be very convenient to have a crosswalk there. The closest crosswalk to us on Blossom Hill Road is on Blossom Hill and Hillbrook Drive, a 13-minute walk for us. We live at 15897 Camino del Cerro. All the neighbors on our side on Blossom Hill cross to the other side using the fork and the median in the middle. There should be a crosswalk there.

Safety-Police related (8 mentions)

- Comply with police, support them
- Educating police in appropriate behavior with people of differing backgrounds and opinions.
- Hire additional police.
- Improve the police department, they are non-existent in my neighborhood.
- The police are always speeding around in their expensive trucks. They need to get out of their cars and interact with the community. Stop buying them expensive trucks and get them golf carts or bicycles and spend more on ANYTHING ELSE. A police person standing on the corner will keep traffic flowing much more effectively than a police person sitting in their expensive truck staring at their phone.
- Too much crime
- We need to invest in our Police Department to ensure we are protected within the community. They are doing a good job and need more support to continue to make our streets safe. Los Gatos needs to back its police department!!
- Dispatchers for police department.

Safety- Crime and other

- We live on Shannon Rd in the hills and would really like to see enforcement of traffic speed on Shannon Rd coming down the hill into Shannon proper. These speeders are our neighbors, and they need to feel the pain of receiving speeding tickets. Might save a live or two as well.
- License plate readers to deter criminals from home burglaries.
- Security cameras, we need to reduce crime in our neighborhoods.
- Follow the lead from Saratoga and invest in license plate readers to detect incoming criminals and activate police to stop them.

- Theft, robberies and homeless control.
- Enforcing leash laws, and noise ordinances. Loud motorcycles and cars. Police the parks to fight litter, graffiti and speeding by electric boards and bikes. Adopt a zero-tolerance crime fighting policy.
- Ticket those speeding on LG Blvd in the mornings and evenings.

Environmental Concerns (22 mentions)

Environmental Concerns -Sustainability (11 mentions)

- By "beautifying" you mean more pavements, more nonnative plants? Town need to recognize our collective responsibility in supporting wildlife and eco-system. It's sad to see a sterile environment everywhere.
- Emphasis and incentives for renewable energy - government, business, residential
- Environment and recycling
- Environmental and recycling.
- Why is it that 90% of gardeners still use gas blowers? Can we spend money to have people driving around and issuing citations? That would bring income.
- Increase Town patrols for educating the public and enforcing rules re: prohibition of gas blowers, cut down of trees, and un-permitted construction. Better project management of Town construction; I've talked to the Town about road maintenance projects that fell short of the requirements and there was no follow-up! Coordinate volunteer days for things like wildfire mitigation and trash pick-up.
- Noisy and polluting cars. Wildfire suppression- prepare for it. Put utilities underground.
- Protecting our open space
- Tree trimming for fire safety, Underground utilities, incorporating solar power, allow natural gas in homes.
- Wildfire suppression and preparation

Environmental Concerns – Trees (7 mentions)

- Invest in maintenance of town trees.
- Investing in more street trees. Trees reduce summer heat, provide shade to pedestrians and parked cars and pull CO2 out of the atmosphere (addressing climate change)
- Maintaining architectural constancy in the downtown area and preservation of redwood and Oak canopy throughout the town of los gatos
- Maintaining trees along city streets.
- Tree and brush removal in the VHFHSZ. Enforce defensible space on private property.
- Tree trimming.
- Maintain the orchards on Lark ave, do not convert to housing

Environmental Concerns – Trash removal (4 mentions)

- Pay Cal Trans to clean Hwy 17 Median strip, increase frequency of trash clean up. This approach to our town is a disgrace. Make them replace and repair the broken freeway signs.
- Picking up trash along all roads in the community, ensure that businesses and grocery stores pick up stray carts, clean up the parks.

- Trash collection. Dumping and recycling services.
- Who is responsible for maintaining the grassy areas along the creeks in my neighborhood? I can't seem to find out who is responsible for the cleanup of dead brush, which creates a fire hazard. My neighborhood is off Shannon Road.

Housing Concerns (18 mentions)

Housing Concerns- Housing Development (12 mentions)

- Please defend the Town from growth just for the purpose of "affordable housing". Not everyone can live on Knob Hill.
- Limiting housing growth to the north forty. Protecting natural beauty and hillside views of the area.
- Stop approving new housing developments that seem to ignore the consequential impacts on infrastructure such as roads schools etc.
- Low-income housing.
- Affordable housing for middle range income families. Diversity.
- Affordable housing for teachers, school employees and local work force. Continue with local BMR program for locals.
- Affordable housing units.
- Affordable housing, not just for seniors
- Building more affordable housing
- Facilitating the creation of more affordable housing for low- and middle-income residents
- Housing that is affordable for nurses, teachers, fire and policeman is critical. We were told North 40 would be affordable. The 1-bedroom condos are going for 1.6 million plus!
- Teacher housing, affordable housing

Housing Concerns- Houseless Concerns (6 mentions)

- Addressing homelessness - house the un-housed - mental health issues
- Help for homeless. Los Gatos United Methodist does some, but other things need to be done.
- Helping homeless with housing and other services
- Prevent homeless camps.
- Management of unhoused community and resources for their finding home.
- Homeless control

Parking Concerns (15 mentions)

- Removing "parklets" in town even though stores paid for them.
- Additional and better parking for downtown residents and visitors.
- Build a parking structure downtown like Palo Alto and Mountainview.
- Build parking garage behind post office. Reduce taxes and look to ways to minimize expense
- Get rid of the meter maids.
- Parking
- Parking
- Parking downtown.

- Parking is terrible, Mt View & Campbell have free public parking structures and we dine there often. Close Santa Cruz on-ramp in summer weekends
- Parking, remove temporary parking
- Same answer for the last 10 years. Build parking structures on existing parking land to get the cars off the streets and provide more foot traffic for businesses. Palo Alto and Campbell are great examples.
- Also, the town needs to invest in a multi-story parking structure near North Santa Cruz Ave to improve access and conditions for local businesses.
- Provide much more parking for small shops and businesses.
- The green pylons and in street parking are ridiculous.
- Parking a high priority

Schools, Childcare, and Youth Services (13 mentions)

- Blossom Hill elementary safety project should be a high priority before someone gets hurt again. Please make funding a priority
- School buses.
- Access to more daycare options and childcare.
- It would be nice if the school district could partner with the city to maintain the school districts sports fields. Artificial turfs are hazardous for our kids.
- Need more parent and me classes. Very disappointed the library does not have reading time for the kids. Other towns have resumed in person reading times.
- Police are not able to find the people who deface the school with such hate. We should use the county sheriff.
- Programs for middle/high school students.
- PROVIDE SCHOOL BUS SERVICE - Restart the school bus service. Just doesn't make sense to have hundreds of parents driving children to school, when we are battling increased traffic, especially with the unwanted North 40 traffic joining us soon!
- Schools.
- Schools and education.
- Schools and education.
- Should have included schools.
- Tax dollars be provided for the high schools, support all children.

Senior Living (12 mentions)

- An improved senior center.
- Any and all aging in place improvements.
- Expanded services and outreach for our Senior community.
- New working heat/ac at the senior center. Get grants, maybe local tax.
- Senior citizens.
- Senior programs.
- Senior services.
- Senior services are very much in need of improvement.
- Senior services for home bound seniors.

- Senior services, outings and activities. Indoor heated pool. Restrooms. Bus stop. Local shuttle. Entertainment.
- More affordable programs and activities for seniors. More affordable and diverse housing for all.
- A combination of senior housing----market value and low income

Other (4 mentions)

- Covid-19 restrictions is killing downtown. Our town government needs to listen to all constituents not just the people they agree with.
- I am absolutely opposed to the ridiculous / tacky holiday ornaments/ stars, etc. What a waste of money.
- Invest in trained dogs to reduce/control the geese population in Varona.
- Pension fund needs improvement.

Q16. Communication and Community Engagement. Please rate your satisfaction with the following services provided by the Town of Los Gatos.

(N=650)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q16-1. Access to information about Town Council, Boards, & Commissions meetings (schedules, agendas, videos, audio recordings)	13.7%	33.1%	28.5%	6.6%	1.5%	16.6%
Q16-2. Access to Finance & Budget information	6.9%	21.4%	33.2%	7.5%	1.5%	29.4%
Q16-3. Availability of information about Town programs & services	11.4%	35.1%	30.9%	7.8%	0.8%	14.0%
Q16-4. Efforts by Town to keep residents informed about local issues	10.3%	29.7%	28.6%	16.2%	2.8%	12.5%
Q16-5. Timeliness of information provided by Town	8.6%	24.0%	34.8%	10.6%	2.3%	19.7%
Q16-6. Opportunity to engage/ provide input into decisions made by Elected Officials	8.6%	22.2%	31.5%	13.7%	3.5%	20.5%
Q16-7. Opportunity to engage in improvements in my neighborhood	7.1%	16.8%	32.8%	15.5%	4.8%	23.1%
Q16-8. Opportunity to engage in development projects in my neighborhood	6.8%	15.2%	33.5%	14.9%	6.0%	23.5%
Q16-9. Overall usefulness of Town website	8.0%	23.7%	31.7%	9.4%	2.3%	24.9%
Q16-10. Town Department's use of social media	5.4%	14.8%	29.4%	5.5%	1.8%	43.1%

WITHOUT "DON'T KNOW" RESPONSES**Q16. Communication and Community Engagement. Please rate your satisfaction with the following services provided by the Town of Los Gatos. (without "don't know")**

(N=650)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q16-1. Access to information about Town Council, Boards, & Commissions meetings (schedules, agendas, videos, audio recordings)	16.4%	39.7%	34.1%	7.9%	1.8%
Q16-2. Access to Finance & Budget information	9.8%	30.3%	47.1%	10.7%	2.2%
Q16-3. Availability of information about Town programs & services	13.2%	40.8%	36.0%	9.1%	0.9%
Q16-4. Efforts by Town to keep residents informed about local issues	11.8%	33.9%	32.7%	18.5%	3.2%
Q16-5. Timeliness of information provided by Town	10.7%	29.9%	43.3%	13.2%	2.9%
Q16-6. Opportunity to engage/provide input into decisions made by Elected Officials	10.8%	27.9%	39.7%	17.2%	4.4%
Q16-7. Opportunity to engage in improvements in my neighborhood	9.2%	21.8%	42.6%	20.2%	6.2%
Q16-8. Opportunity to engage in development projects in my neighborhood	8.9%	19.9%	43.9%	19.5%	7.8%
Q16-9. Overall usefulness of Town website	10.7%	31.6%	42.2%	12.5%	3.1%
Q16-10. Town Department's use of social media	9.5%	25.9%	51.6%	9.7%	3.2%

Q17. Which THREE of the services listed in Question 16 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

Q17. Top choice	Number	Percent
Access to information about Town Council, Boards, & Commissions meetings (schedules, agendas, videos, audio recordings)	73	11.2 %
Access to Finance & Budget information	25	3.8 %
Availability of information about Town programs & services	67	10.3 %
Efforts by Town to keep residents informed about local issues	144	22.2 %
Timeliness of information provided by Town	15	2.3 %
Opportunity to engage/provide input into decisions made by Elected Officials	48	7.4 %
Opportunity to engage in improvements in my neighborhood	52	8.0 %
Opportunity to engage in development projects in my neighborhood	33	5.1 %
Overall usefulness of Town website	36	5.5 %
Town Department's use of social media	11	1.7 %
None chosen	146	22.5 %
Total	650	100.0 %

Q17. Which THREE of the services listed in Question 16 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

Q17. 2nd choice	Number	Percent
Access to information about Town Council, Boards, & Commissions meetings (schedules, agendas, videos, audio recordings)	32	4.9 %
Access to Finance & Budget information	39	6.0 %
Availability of information about Town programs & services	55	8.5 %
Efforts by Town to keep residents informed about local issues	93	14.3 %
Timeliness of information provided by Town	40	6.2 %
Opportunity to engage/provide input into decisions made by Elected Officials	65	10.0 %
Opportunity to engage in improvements in my neighborhood	74	11.4 %
Opportunity to engage in development projects in my neighborhood	57	8.8 %
Overall usefulness of Town website	20	3.1 %
Town Department's use of social media	9	1.4 %
None chosen	166	25.5 %
Total	650	100.0 %

Q17. Which THREE of the services listed in Question 16 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

<u>Q17. 3rd choice</u>	<u>Number</u>	<u>Percent</u>
Access to information about Town Council, Boards, & Commissions meetings (schedules, agendas, videos, audio recordings)	43	6.6 %
Access to Finance & Budget information	27	4.2 %
Availability of information about Town programs & services	49	7.5 %
Efforts by Town to keep residents informed about local issues	56	8.6 %
Timeliness of information provided by Town	40	6.2 %
Opportunity to engage/provide input into decisions made by Elected Officials	59	9.1 %
Opportunity to engage in improvements in my neighborhood	57	8.8 %
Opportunity to engage in development projects in my neighborhood	60	9.2 %
Overall usefulness of Town website	40	6.2 %
Town Department's use of social media	18	2.8 %
<u>None chosen</u>	<u>201</u>	<u>30.9 %</u>
Total	650	100.0 %

Q17. Which THREE of the services listed in Question 16 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? (top 3)

<u>Q17. Top choice</u>	<u>Number</u>	<u>Percent</u>
Access to information about Town Council, Boards, & Commissions meetings (schedules, agendas, videos, audio recordings)	148	22.8 %
Access to Finance & Budget information	91	14.0 %
Availability of information about Town programs & services	171	26.3 %
Efforts by Town to keep residents informed about local issues	293	45.1 %
Timeliness of information provided by Town	95	14.6 %
Opportunity to engage/provide input into decisions made by Elected Officials	172	26.5 %
Opportunity to engage in improvements in my neighborhood	183	28.2 %
Opportunity to engage in development projects in my neighborhood	150	23.1 %
Overall usefulness of Town website	96	14.8 %
Town Department's use of social media	38	5.8 %
<u>None chosen</u>	<u>146</u>	<u>22.5 %</u>
Total	1583	

Q18. Please CHECK ALL the ways you learn about Los Gatos programs, news, activities, and events.

Q18. All the ways you learn about Los Gatos programs, news, activities, & events	Number	Percent
Regional news, radio, newspaper, magazines	356	54.8 %
Los Gatos Chamber of Commerce	98	15.1 %
Town Notify Me registrations (e.g., weekly "What's New" newsletter)	138	21.2 %
Online search/blogs (e.g., The Patch)	217	33.4 %
Town/Library/PD/Social media (Facebook, Twitter, Instagram, LinkedIn, Nextdoor)	232	35.7 %
Local publications-Outlook, Los Gatan, Los Gatos Living, Los Gatos Weekly	456	70.2 %
Flyer, signage	160	24.6 %
Hear about it at work or in professional settings	44	6.8 %
Hear about it from neighbors	309	47.5 %
Word of mouth from friends & family	269	41.4 %
Other	29	4.5 %
Total	2308	

Q18-11. Other

Q18-11. Other	Number	Percent
Nextdoor	7	24.1 %
Mail	2	6.9 %
Website	2	6.9 %
Local political groups	1	3.4 %
NextDoor is a good site to better understand what is happening	1	3.4 %
I go to the Town offices and ask questions	1	3.4 %
Los Gatos Recreation class program booklets	1	3.4 %
Neighborhood watch	1	3.4 %
Info at senior center/helpful staff	1	3.4 %
School	1	3.4 %
Town mailings	1	3.4 %
Direct mail	1	3.4 %
Democracy tent	1	3.4 %
Reddit	1	3.4 %
Don't pay attention	1	3.4 %
The Town web page	1	3.4 %
Los Gatos recreation guide	1	3.4 %
Email	1	3.4 %
LG catalog from rec center	1	3.4 %
Library/rec center	1	3.4 %
HOA	1	3.4 %
Total	29	100.0 %

Q19. Which THREE of the sources from the list in Question 18 do you MOST PREFER to use to learn about Town news, events, programs, or activities?

Q19. Top choice	Number	Percent
Regional news, radio, newspaper, magazines	88	13.5 %
Los Gatos Chamber of Commerce	16	2.5 %
Town Notify Me registrations (e.g., weekly "What's New" newsletter)	113	17.4 %
Online search/blogs (e.g., The Patch)	28	4.3 %
Town/Library/PD/Social media (Facebook, Twitter, Instagram, LinkedIn, Nextdoor)	83	12.8 %
Local publications-Outlook, Los Gatan, Los Gatos Living, Los Gatos Weekly	147	22.6 %
Flyer, signage	14	2.2 %
Hear about it from neighbors	7	1.1 %
Word of mouth from friends & family	6	0.9 %
Other	10	1.5 %
None chosen	138	21.2 %
Total	650	100.0 %

Q19. Which THREE of the sources from the list in Question 18 do you MOST PREFER to use to learn about Town news, events, programs, or activities?

Q19. 2nd choice	Number	Percent
Regional news, radio, newspaper, magazines	46	7.1 %
Los Gatos Chamber of Commerce	23	3.5 %
Town Notify Me registrations (e.g., weekly "What's New" newsletter)	57	8.8 %
Online search/blogs (e.g., The Patch)	60	9.2 %
Town/Library/PD/Social media (Facebook, Twitter, Instagram, LinkedIn, Nextdoor)	63	9.7 %
Local publications-Outlook, Los Gatan, Los Gatos Living, Los Gatos Weekly	136	20.9 %
Flyer, signage	38	5.8 %
Hear about it at work or in professional settings	2	0.3 %
Hear about it from neighbors	15	2.3 %
Word of mouth from friends & family	11	1.7 %
Other	5	0.8 %
None chosen	194	29.8 %
Total	650	100.0 %

Q19. Which THREE of the sources from the list in Question 18 do you MOST PREFER to use to learn about Town news, events, programs, or activities?

Q19. 3rd choice	Number	Percent
Regional news, radio, newspaper, magazines	56	8.6 %
Los Gatos Chamber of Commerce	25	3.8 %
Town Notify Me registrations (e.g., weekly "What's New" newsletter)	33	5.1 %
Online search/blogs (e.g., The Patch)	39	6.0 %
Town/Library/PD/Social media (Facebook, Twitter, Instagram, LinkedIn, Nextdoor)	56	8.6 %
Local publications-Outlook, Los Gatan, Los Gatos Living, Los Gatos Weekly	58	8.9 %
Flyer, signage	52	8.0 %
Hear about it at work or in professional settings	3	0.5 %
Hear about it from neighbors	29	4.5 %
Word of mouth from friends & family	23	3.5 %
Other	5	0.8 %
None chosen	271	41.7 %
Total	650	100.0 %

SUM OF THE TOP THREE CHOICES

Q19. Which THREE of the sources from the list in Question 18 do you MOST PREFER to use to learn about Town news, events, programs, or activities? (top 3)

Q19. Top choice	Number	Percent
Regional news, radio, newspaper, magazines	190	29.2 %
Los Gatos Chamber of Commerce	64	9.8 %
Town Notify Me registrations (e.g., weekly "What's New" newsletter)	203	31.2 %
Online search/blogs (e.g., The Patch)	127	19.5 %
Town/Library/PD/Social media (Facebook, Twitter, Instagram, LinkedIn, Nextdoor)	202	31.1 %
Local publications-Outlook, Los Gatan, Los Gatos Living, Los Gatos Weekly	341	52.5 %
Flyer, signage	104	16.0 %
Hear about it at work or in professional settings	5	0.8 %
Hear about it from neighbors	51	7.8 %
Word of mouth from friends & family	40	6.2 %
Other	20	3.1 %
None chosen	138	21.2 %
Total	1485	

Q20. Please CHECK ALL of the Town's social media accounts that you follow.

<u>Q20. All the Town's social media accounts that you follow</u>	<u>Number</u>	<u>Percent</u>
Town Twitter	37	5.7 %
Town Facebook	99	15.2 %
Library Instagram	27	4.2 %
Town Instagram	62	9.5 %
Town LinkedIn	5	0.8 %
PD Facebook	32	4.9 %
PD Twitter	23	3.5 %
PD Instagram	20	3.1 %
Library Facebook	30	4.6 %
Town Nextdoor	256	39.4 %
Other	19	2.9 %
Total	610	

Q20-11. Other

<u>Q20-11. Other</u>	<u>Number</u>	<u>Percent</u>
Los Gatos Weekly	5	26.3 %
Weekly LG newspaper	1	5.3 %
Town emails that I have signed up for	1	5.3 %
Newspaper	1	5.3 %
Library email	1	5.3 %
YouTube	1	5.3 %
Lime	1	5.3 %
Library & Town emails	1	5.3 %
Peeps of Los Gatos	1	5.3 %
Reddit	1	5.3 %
Safe routes	1	5.3 %
SMS, Nextdoor	1	5.3 %
Nextdoor	1	5.3 %
Town website	1	5.3 %
LG website	1	5.3 %
Total	19	100.0 %

Q21. Customer Service. Have you called or visited the Town with a question, problem, or complaint during the past year?

Q21. Have you called or visited Town with a question, problem, or complaint during past year	Number	Percent
Yes	230	35.4 %
No	410	63.1 %
Don't know	10	1.5 %
Total	650	100.0 %

WITHOUT "DON'T KNOW" RESPONSES**Q21. Customer Service. Have you called or visited the Town with a question, problem, or complaint during the past year? (without "don't know")**

Q21. Have you called or visited Town with a question, problem, or complaint during past year	Number	Percent
Yes	230	35.9 %
No	410	64.1 %
Total	640	100.0 %

Q21a. How easy was it to contact the person you needed to reach?

Q21a. How easy was it to contact the person you needed to reach	Number	Percent
Very easy	83	36.1 %
Somewhat easy	78	33.9 %
Difficult	43	18.7 %
Very difficult	20	8.7 %
Don't know	6	2.6 %
Total	230	100.0 %

WITHOUT "DON'T KNOW" RESPONSES**Q21a. How easy was it to contact the person you needed to reach? (without "don't know")**

Q21a. How easy was it to contact the person you needed to reach	Number	Percent
Very easy	83	37.1 %
Somewhat easy	78	34.8 %
Difficult	43	19.2 %
Very difficult	20	8.9 %
Total	224	100.0 %

Q21b. What department(s) did you contact?

<u>Q21b. What department(s) did you contact</u>	<u>Number</u>	<u>Percent</u>
Police	88	38.3 %
Community Development	42	18.3 %
Parks & Public Works	89	38.7 %
Finance	7	3.0 %
Town Manager/Clerk Offices	49	21.3 %
Town Attorney	10	4.3 %
Library	30	13.0 %
<u>Other</u>	<u>44</u>	<u>19.1 %</u>
Total	359	

Q21b-9. Other

<u>Q21b-9. Other</u>	<u>Number</u>	<u>Percent</u>
Planning	9	20.5 %
Building Department	5	11.4 %
Code Compliance	3	6.8 %
Council member	2	4.5 %
Permits	2	4.5 %
Planning Commission	2	4.5 %
Permit for home renovation	1	2.3 %
Code Enforcement	1	2.3 %
Street maintenance	1	2.3 %
Roads	1	2.3 %
Building/planning	1	2.3 %
Trash collection	1	2.3 %
Street light	1	2.3 %
Tree department	1	2.3 %
Senior activities staff were welcoming and helpful	1	2.3 %
Arborist	1	2.3 %
Maintenance/sewer	1	2.3 %
Street	1	2.3 %
Replace street light bulb	1	2.3 %
Town Council	1	2.3 %
Traffic enforcement	1	2.3 %
Town planning	1	2.3 %
Town Arborist	1	2.3 %
Help with permits	1	2.3 %
Compliance safety issue	1	2.3 %
Sanitary sewer services	1	2.3 %
<u>Traffic</u>	<u>1</u>	<u>2.3 %</u>
Total	44	100.0 %

Q21c. Several factors may influence your perception of the quality of customer service you receive from Town employees. Please rate how often the employees you MOST RECENTLY contacted have displayed the following.

(N=230)

	Always	Usually	Sometimes	Seldom	Never	Don't know
Q21c-1. They did what they said they would do in a timely manner	36.1%	22.2%	12.6%	10.9%	7.4%	10.9%
Q21c-2. They gave prompt, accurate, & complete answers to questions	37.0%	22.6%	20.0%	8.7%	4.8%	7.0%
Q21c-3. They helped me resolve an issue to my satisfaction or adequately explained their reasoning	37.0%	17.8%	15.7%	13.0%	10.4%	6.1%
Q21c-4. They made it easy for me to handle my request	35.7%	18.3%	16.5%	11.3%	10.0%	8.3%
Q21c-5. They were courteous & polite	53.5%	27.8%	6.1%	2.6%	3.5%	6.5%

WITHOUT "DON'T KNOW" RESPONSES

Q21c. Several factors may influence your perception of the quality of customer service you receive from Town employees. Please rate how often the employees you MOST RECENTLY contacted have displayed the following. (without "don't know")

(N=230)

	Always	Usually	Sometimes	Seldom	Never
Q21c-1. They did what they said they would do in a timely manner	40.5%	24.9%	14.1%	12.2%	8.3%
Q21c-2. They gave prompt, accurate, & complete answers to questions	39.7%	24.3%	21.5%	9.3%	5.1%
Q21c-3. They helped me resolve an issue to my satisfaction or adequately explained their reasoning	39.4%	19.0%	16.7%	13.9%	11.1%
Q21c-4. They made it easy for me to handle my request	38.9%	19.9%	18.0%	12.3%	10.9%
Q21c-5. They were courteous & polite	57.2%	29.8%	6.5%	2.8%	3.7%

Q22. Do you think you will be living in Los Gatos, CA, five years from now?

<u>Q22. Will you be living in Los Gatos, CA, five years from now</u>	<u>Number</u>	<u>Percent</u>
Yes	517	79.5 %
No	106	16.3 %
I don't know	27	4.2 %
Total	650	100.0 %

WITHOUT "I DON'T KNOW" RESPONSES**Q22. Do you think you will be living in Los Gatos, CA, five years from now? (without "not provided")**

<u>Q22. Will you be living in Los Gatos, CA, five years from now</u>	<u>Number</u>	<u>Percent</u>
Yes	517	83.0 %
No	106	17.0 %
Total	623	100.0 %

- Cannot afford rising homes cost.
- Cannot afford to stay here.
- Cost.
- Cost.
- Cost of housing is out of reach.
- Cost of living.
- Cost of living is too high.
- Cost of living, housing.
- Cost of living. Not able to afford proper housing any longer.
- high property tax
- Expensive.
- Getting too expensive.
- High rent. Siblings go to college, so i can go to wherever my job will be in 5 years
- Hopefully be a homeowner in a more affordable area.
- Housing prices are too high, and inventory is low.
- I work in town, if wages don't keep up with neighboring cities, i cannot afford to stay.
- Increase in cost of living.
- It is expensive and the property tax is too high.
- It is too expensive to retire here, not affordable for my grown children to buy a house here.
- It is too expensive. Our house. Increased in the last 3 years in value by 1million, but the property taxes are also going up.
- Not enough affordable homes.
- Property taxes are too high. Will move to a more tax friendlier state.
- Rent may be too high.
- The cost of living is too high.
- The taxes and overall cost of living is so high, and we no longer have kids in the school system.
- Too expensive.
- Too expensive.
- Too expensive.
- Too expensive.
- Very expensive to live here.

Overcrowding (13 mentions)

- I also see that the need to overbuild in the community in order to increase revenue makes it overcrowded. I feel that the planning of Los Gatos has been neglected. I look to Menlo Park, and other places which still have a lovely downtown and a less crowded way of life.
- Not if they keep building and there are major changes to zoning laws.
- Overcrowding. Lack of downtown parking.
- It is too congested here.
- Too congested.
- congested.
- Too much high-density housing being constructed, plus summer beach traffic problem.
- Traffic and over development.

- Traffic issues, housing.
- I also see that the need to overbuild in the community in order to increase revenue makes it overcrowded. I feel that the planning of Los Gatos has been neglected. I look to Menlo Park, and other places which still have a lovely downtown and a less crowded way of life.
- Crowded
- Downsize to a different area as traffic, Netflix and north 40 developments have adversely affected my area.
- The traffic is congested

Community Differences (12 mentions)

- My family is eager to move to a more diverse community near the beach.
- Not welcoming to outsiders.
- Other cities are growing more positive. Not here.
- Politics
- Racism.
- The racism is too much. No matter how educated or well of, people treat non-whites like second class citizens.
- The town is dominated by rich people. It's not an inclusive community.
- The town is too liberal for me, cost of living is too high. The bike lanes are too much.
- Too many karen's in both the town and government. Seriously, the residents and those working in town government act like their will is the law. The north 40 vote to reject the development plan is the best example. They knew it was not going to stand up in court and voted not anyway all because they wanted something not prescribed by the law. We get stuck with the legal bill. The town of lg has known about the north 40 project for decades and each year chose to do nothing about it. Sitting in planning commission meetings reveals equally absurd motions and requirements from building applicants. "It feels massive" said one planning commissioner. I'll never forget that one. Can you provide the building code that addresses this? What a joke. Don't get me started on horrible traffic management. What a joke Winchester Blvd. has become. Who thought of this nightmare?
- Decline of downtown
- It is a very snooty community and not worth the traffic headache. I grew up here and find what this town has become to be disappointing.
- Unfriendly

Other

- Although i am a Los Gatos resident, i cannot attend Los Gatos schools.
- Because of my age.
- I will be dead or in a retirement home.
- I'm 91 yr. Old soon to be 92.
- Job transfer.
- Kids will be grown up and out of the house.
- Moving out of state for more land.
- Moving out of state.

- Moving to Oregon.
- My house is essentially my retirement and so i will need to sell it at some point.
- Plan to move after i retire.
- Retire somewhere else.
- Retired, looking for smaller place.
- Retirement, downsizing.
- Retiring out of state.
- Reunite with family.
- We are retired- probably take-home value out and leave area.
- Will retire, move near children.

Q23. Do you own or rent your current residence?

<u>Q23. Do you own or rent your current residence</u>	<u>Number</u>	<u>Percent</u>
Own	495	76.2 %
Rent	152	23.4 %
Not provided	3	0.5 %
Total	650	100.0 %

WITHOUT "NOT PROVIDED" RESPONSES**Q23. Do you own or rent your current residence? (without "not provided")**

<u>Q23. Do you own or rent your current residence</u>	<u>Number</u>	<u>Percent</u>
Own	495	76.5 %
Rent	152	23.5 %
Total	647	100.0 %

Q24. What type of dwelling do you live in?

<u>Q24. What type of dwelling do you live in</u>	<u>Number</u>	<u>Percent</u>
Single family house (detached from other houses)	529	81.4 %
Duplex or townhome	81	12.5 %
Apartment or condominium building	26	4.0 %
Other	3	0.5 %
Not provided	11	1.7 %
Total	650	100.0 %

WITHOUT "NOT PROVIDED" RESPONSES**Q24. What type of dwelling do you live in? (without "not provided")**

<u>Q24. What type of dwelling do you live in</u>	<u>Number</u>	<u>Percent</u>
Single family house (detached from other houses)	529	82.8 %
Duplex or townhome	81	12.7 %
Apartment or condominium building	26	4.1 %
Other	3	0.5 %
Total	639	100.0 %

Q24-4. Other

<u>Q24-4. Other</u>	<u>Number</u>	<u>Percent</u>
Backyard studio16	1	33.3 %
4-plex	1	33.3 %
Senior community	1	33.3 %
Total	3	100.0 %

Q25. Approximately how many years have you lived in Los Gatos?

Q25. How many years have you lived in Los Gatos	Number	Percent
0-5 years	100	15.4 %
6-10 years	62	9.5 %
11-15 years	50	7.7 %
16-20 years	60	9.2 %
21-30 years	143	22.0 %
31 years or longer	204	31.4 %
Not provided	31	4.8 %
Total	650	100.0 %

WITHOUT "NOT PROVIDED" RESPONSES**Q25. Approximately how many years have you lived in Los Gatos? (without "not provided")**

Q25. How many years have you lived in Los Gatos	Number	Percent
0-5 years	100	16.2 %
6-10 years	62	10.0 %
11-15 years	50	8.1 %
16-20 years	60	9.7 %
21-30 years	143	23.1 %
31 years or longer	204	33.0 %
Total	619	100.0 %

Q26. Please answer the following questions by circling "Yes" or "No."

(N=650)

	Yes	No	Not provided
Q26-1. Had contact with a Police Department officer during last year	32.9%	65.7%	1.4%
Q26-2. Visited Town's website (losgatosca.gov) in last year	63.5%	34.8%	1.7%
Q26-3. Had members of your household visit any parks in Los Gatos in last year	91.2%	7.5%	1.2%
Q26-4. Ridden a bicycle on Town streets or used Town trails in last year	69.7%	28.9%	1.4%

WITHOUT "NOT PROVIDED" RESPONSES**Q26. Please answer the following questions by circling "Yes" or "No." (without "not provided")**

(N=650)

	Yes	No
Q26-1. Had contact with a Police Department officer during last year	33.4%	66.6%
Q26-2. Visited Town's website (losgatosca.gov) in last year	64.6%	35.4%
Q26-3. Had members of your household visit any parks in Los Gatos in last year	92.4%	7.6%
Q26-4. Ridden a bicycle on Town streets or used Town trails in last year	70.7%	29.3%

Q27. Which of the following best describes your race/ethnicity?

<u>Q27. Your race/ethnicity</u>	<u>Number</u>	<u>Percent</u>
African American/Black	5	0.8 %
American Indian/Alaska Native	4	0.6 %
Asian	99	15.2 %
Hispanic/Latino	46	7.1 %
White	505	77.7 %
Other	10	1.5 %
Total	669	

Q27-6. Self-describe your race/ethnicity:

<u>Q27-6. Self-describe your race/ethnicity</u>	<u>Number</u>	<u>Percent</u>
Mixed	2	20.0 %
European	2	20.0 %
Italian	1	10.0 %
Persian	1	10.0 %
American Arab	1	10.0 %
Multi-race	1	10.0 %
Middle Eastern	1	10.0 %
Pacific Islander	1	10.0 %
Total	10	100.0 %

Q28. What is your preferred language to speak?

Q28. Your preferred language to speak	Number	Percent
English	624	96.0 %
Spanish	3	0.5 %
Mandarin	5	0.8 %
Russian	2	0.3 %
Other	5	0.8 %
Not provided	11	1.7 %
Total	650	100.0 %

WITHOUT "NOT PROVIDED" RESPONSES**Q28. What is your preferred language to speak? (without "not provided")**

Q28. Your preferred language to speak	Number	Percent
English	624	97.7 %
Spanish	3	0.5 %
Mandarin	5	0.8 %
Russian	2	0.3 %
Other	5	0.8 %
Total	639	100.0 %

Q28-5. Other:

Q28-5. Other	Number	Percent
Italian, French	1	20.0 %
French	1	20.0 %
Italian	1	20.0 %
Hindi	1	20.0 %
Korean	1	20.0 %
Total	5	100.0 %

Q29. Would you say your total annual household income is...

<u>Q29. Your total annual household income</u>	<u>Number</u>	<u>Percent</u>
Under \$50K	37	5.7 %
\$50K to \$99,999	79	12.2 %
\$100K to \$199,999	201	30.9 %
\$200K+	235	36.2 %
Not provided	98	15.1 %
Total	650	100.0 %

WITHOUT "NOT PROVIDED" RESPONSES**Q29. Would you say your total annual household income is... (without "not provided")**

<u>Q29. Your total annual household income</u>	<u>Number</u>	<u>Percent</u>
Under \$50K	37	6.7 %
\$50K to \$99,999	79	14.3 %
\$100K to \$199,999	201	36.4 %
\$200K+	235	42.6 %
Total	552	100.0 %

Q30. What is your age?

<u>Q30. Your age</u>	<u>Number</u>	<u>Percent</u>
18-24 years	94	14.5 %
25-34 years	101	15.5 %
35-44 years	119	18.3 %
45-54 years	152	23.4 %
55-64 years	160	24.6 %
Not provided	24	3.7 %
Total	650	100.0 %

WITHOUT "NOT PROVIDED" RESPONSES**Q30. What is your age? (without "not provided")**

<u>Q30. Your age</u>	<u>Number</u>	<u>Percent</u>
18-24 years	94	15.0 %
25-34 years	101	16.1 %
35-44 years	119	19.0 %
45-54 years	152	24.3 %
55-64 years	160	25.6 %
Total	626	100.0 %

Q31. What is your gender identity?

<u>Q31. Your gender identity</u>	<u>Number</u>	<u>Percent</u>
Male	308	47.4 %
Female	313	48.2 %
Prefer to self-describe	2	0.3 %
Not provided	27	4.2 %
Total	650	100.0 %

WITHOUT "NOT PROVIDED" RESPONSES**Q31. What is your gender identity? (without "not provided")**

<u>Q31. Your gender identity</u>	<u>Number</u>	<u>Percent</u>
Male	308	49.4 %
Female	313	50.2 %
Prefer to self-describe	2	0.3 %
Total	623	100.0 %

Q31-3. Self-describe your gender identity:

<u>Q31-3. Self-describe your gender identity</u>	<u>Number</u>	<u>Percent</u>
Mixed	1	50.0 %
Non-binary	1	50.0 %
Total	2	100.0 %

Section 6: Survey Instrument



TOWN OF LOS GATOS

2022 Town of Los Gatos Community Survey

Dear Los Gatos Resident,

You have been selected to participate in the 2022 Town of Los Gatos Community Survey! Town Council and Town staff believe it is crucial to ask our residents whether they are satisfied with services provided to the community. Asking questions ensures the Town's priorities are aligned with the needs of our residents; it is important to know what you think.

Your feedback is essential, especially since your household was among a limited number of randomly selected households that were invited to participate in this survey. Your participation is necessary to make the survey a success.

We greatly appreciate your time. We realize this survey takes some time to complete, but every question is crucial. The time you invest in this survey will influence decisions that will be made about the Town's future. Your responses will also help Council Members and Town staff gauge the success of their efforts to carry out the community's vision for Los Gatos and to address the many opportunities and challenges it faces.

Please return your survey or complete it online sometime during the next two weeks. We have selected ETC Institute to administer this survey. Since 1982, ETC Institute has been serving local government organizations and is the leading market research firm in the nation. Your responses will remain confidential. Please return your survey in the enclosed postage-paid envelope addressed to ETC Institute, 725 W. Frontier Circle, Olathe, Kansas, 66061 or go to losgatossurvey.org to complete the survey online. If you have any questions, please contact: Esther Campbell, Senior Research Analyst for ETC Institute, at esther.campbell@etcinstitute.com or (913) 254-4528.

Thank you very much for taking the time to provide your valuable input to help us understand your priorities, concerns, and insights, and the opportunities that we have in this wonderful Town. Your participation is greatly appreciated.

Sincerely,

Laurel Prevetti
Town Manager
Town of Los Gatos

Si tiene preguntas acerca de la encuesta y no habla inglés, por favor llame al 1-844-811-0411.

如果您对调查有任何疑问并且不会说英语，请致电 1-844-872-2562.



2022 Town of Los Gatos Community Survey

Please take a few minutes to complete this survey. Your input is an important part of the Town's ongoing effort to identify and respond to resident concerns. You may complete the survey by returning it in the postage-paid envelope that has been provided, or online at LosGatosSurvey.org.



1. Using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," please rate the Town of Los Gatos with regard to each of the following.

How would you rate the Town of Los Gatos...	Excellent	Good	Neutral	Below Average	Poor	Don't Know
1. As a place to live	5	4	3	2	1	9
2. As a place to raise children	5	4	3	2	1	9
3. As a place to work	5	4	3	2	1	9
4. As a place to retire	5	4	3	2	1	9
5. As a place where I feel welcome	5	4	3	2	1	9

2. **Overall Quality of Town Services.** Please rate your overall satisfaction of these major categories of services provided by the Town of Los Gatos.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Town parks and recreation facilities	5	4	3	2	1	9
2. Town Planning, Buildings, and Development services (e.g., issuing permits)	5	4	3	2	1	9
3. Overall effectiveness of Town communication with the public	5	4	3	2	1	9
4. Overall maintenance of Town streets, sidewalks, and infrastructure	5	4	3	2	1	9
5. Overall quality of customer service you receive from Town employees	5	4	3	2	1	9
6. Overall quality of Town library services	5	4	3	2	1	9
7. Overall quality of Town police services	5	4	3	2	1	9

3. Which TWO of the services listed in Question 2 do you think are MOST IMPORTANT for the Town to provide? [Write in your answers below using the numbers from the list in Question 2, or circle 'NONE.']

1st: ____ 2nd: ____ NONE

4. **Perceptions of the Community.** Please rate your satisfaction with each of the following items that may influence your perception of the Town of Los Gatos.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of services provided by the Town	5	4	3	2	1	9
2. Overall value you receive for your Town tax dollars and fees	5	4	3	2	1	9
3. Overall image of the Town	5	4	3	2	1	9
4. Overall quality of life in the Town	5	4	3	2	1	9
5. Overall feeling of safety in the Town	5	4	3	2	1	9

5. **Public Safety Perceptions.** Please rate your satisfaction with the following services provided by the Town of Los Gatos.

How satisfied are you with the overall quality of...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Effectiveness of local Police protection	5	4	3	2	1	9
2. Efforts to collaborate with the public to address concerns	5	4	3	2	1	9
3. Enforcement of local traffic laws	5	4	3	2	1	9
4. How quickly police respond to emergencies	5	4	3	2	1	9
5. Overall Police performance in your neighborhood	5	4	3	2	1	9
6. Professionalism of Police Officers	5	4	3	2	1	9
7. Quality of dispatch/911 services	5	4	3	2	1	9
8. The Town's overall efforts to prevent crime	5	4	3	2	1	9
9. The visibility of Police personnel in neighborhoods	5	4	3	2	1	9

6. Which THREE services listed above do you think should receive the MOST EMPHASIS from the Town over the next TWO years? [Write in your answers below using the numbers from the list in Question 5.]

1st: ____ 2nd: ____ 3rd: ____

7. **Streets, Sidewalks, and Infrastructure.** Please rate your satisfaction with the following services provided by the Town of Los Gatos.

How satisfied are you with the overall quality of...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Maintenance of major Town streets	5	4	3	2	1	9
2. Maintenance of streets in your neighborhood	5	4	3	2	1	9
3. Condition of sidewalks in the Town	5	4	3	2	1	9
4. Maintenance of street signs and traffic signals	5	4	3	2	1	9
5. Adequacy of Town street lighting	5	4	3	2	1	9
6. Accessibility of streets, sidewalks, and buildings for people with disabilities	5	4	3	2	1	9
7. Quality of on-street bicycle infrastructure (bike lanes/wayfinding signs)	5	4	3	2	1	9
8. Flow of traffic on Town streets	5	4	3	2	1	9
9. Overall cleanliness of Town streets and other public areas	5	4	3	2	1	9

8. Which THREE of the services listed above do you think should receive the MOST EMPHASIS from the Town over the next TWO years? [Write in your answers below using the numbers from the list in Question 7.]

1st: ____ 2nd: ____ 3rd: ____

9. **Parks Facilities.** Please rate your satisfaction with the following services provided by the Town of Los Gatos.

How satisfied are you with the overall quality of...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Maintenance of Town parks	5	4	3	2	1	9
2. Quality of other recreation facilities - tennis/pickleball courts	5	4	3	2	1	9
3. Quality of customer service from Parks employees	5	4	3	2	1	9
4. Quality of facilities such as picnic areas and playgrounds in Town parks	5	4	3	2	1	9
5. Quality of Town outdoor athletic fields (e.g., baseball and soccer)	5	4	3	2	1	9
6. Quality of walking and biking trails in the Town	5	4	3	2	1	9

10. Which TWO of the services listed in Question 10 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? [Write in your answers below using the numbers from the list in Question 9.]

1st: ____ 2nd: ____

11. **Economic Opportunity.** Please rate your satisfaction with the following areas.

How satisfied are you with the overall quality of...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Access to healthy food that you can afford	5	4	3	2	1	9
2. Access to quality childcare that you can afford	5	4	3	2	1	9
3. Access to quality health care that you can afford	5	4	3	2	1	9
4. Access to quality housing you can afford	5	4	3	2	1	9
5. Availability of adequate and affordable housing units	5	4	3	2	1	9
6. How well the Town is managing growth	5	4	3	2	1	9
7. Support for entrepreneurs and small business owners available in the Town	5	4	3	2	1	9
8. Town's efforts to attract new business and tourism	5	4	3	2	1	9
9. Qualified workforce	5	4	3	2	1	9

12. Which THREE of the economic opportunities listed in Question 11 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? [Write in your answers below using the numbers from the list in Question 11.]

1st: ____ 2nd: ____ 3rd: ____

13. **Community Investment Areas.** Please rate your level of support for investing your tax dollars on a scale of 1 to 4, where 4 means "Very Supportive" and 1 means "Not Supportive," for each of the following.

How supportive are you of....	Very Supportive	Supportive	Not Sure	Not Supportive
01. Beautifying downtown	4	3	2	1
02. Improving bicycle access and safety on Town roads	4	3	2	1
03. Improving pedestrian access and safety along Town roads	4	3	2	1
04. Improving traffic flow to reduce traffic congestion	4	3	2	1
05. Investing in more Library materials and programs	4	3	2	1
06. Upgrading Town parks, playground equipment, and restrooms	4	3	2	1
07. Maintaining streets, sidewalks, and storm sewer systems	4	3	2	1
08. Upgrading walking, hiking, and bike trails	4	3	2	1
09. Increasing neighborhood police patrols	4	3	2	1
10. Maintaining 911 response times	4	3	2	1

14. Which THREE of the items listed in Question 13 do you think are MOST IMPORTANT for the Town to pursue? [Write in your answers below using the numbers from the list in Question 13, or circle "NONE."]

1st: ____ 2nd: ____ 3rd: ____ NONE

15. Are there other community investment areas that were not listed in Question 13 that you would be supportive of the Town investing your tax dollars in?

16. Communication and Community Engagement. Please rate your satisfaction with the following services provided by the Town of Los Gatos.

How satisfied are you with the overall quality of...		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01.	Access to information about Town Council, Boards, and Commissions meetings (schedules, agendas, videos, audio recordings)	5	4	3	2	1	9
02.	Access to Finance and Budget information	5	4	3	2	1	9
03.	Availability of information about Town programs and services	5	4	3	2	1	9
04.	Efforts by the Town to keep residents informed about local issues	5	4	3	2	1	9
05.	Timeliness of information provided by the Town	5	4	3	2	1	9
06.	Opportunity to engage/provide input into decisions made by Elected Officials	5	4	3	2	1	9
07.	Opportunity to engage in improvements in my neighborhood	5	4	3	2	1	9
08.	Opportunity to engage in development projects in my neighborhood	5	4	3	2	1	9
09.	Overall usefulness of Town website	5	4	3	2	1	9
10.	Town Departments use of social media	5	4	3	2	1	9

17. Which THREE of the services listed above do you think should receive the MOST EMPHASIS from the Town over the next TWO years? [Write in your answers below using the numbers from the list in Question 16.]

1st: ____ 2nd: ____ 3rd: ____

18. Please CHECK ALL the ways you learn about Los Gatos programs, news, activities, and events.

- | | |
|--|---|
| ____(01) Regional news, radio, newspaper, magazines | ____(06) Local publications: Outlook, Los Gatan, Los Gatos Living, Los Gatos Weekly |
| ____(02) Los Gatos Chamber of Commerce | ____(07) Flyer, signage |
| ____(03) Town Notify Me registrations (e.g., weekly "What's New" newsletter) | ____(08) Hear about it at work or in professional settings |
| ____(04) Online search/blogs (e.g., The Patch) | ____(09) Hear about it from neighbors |
| ____(05) Town/Library/PD/Social media (Facebook, Twitter, Instagram, LinkedIn, Nextdoor) | ____(10) Word of mouth from friends and family |
| | ____(11) Other: _____ |

19. Which THREE of the sources from the list in Question 18 do you MOST PREFER to use to learn about Town news, events, programs, or activities? [Write in your answers below using the numbers from the list in Question 18, or circle "NONE."]

1st: ____ 2nd: ____ 3rd: ____ NONE

20. Please CHECK ALL of the Town's social media accounts that you follow.

- | | | |
|----------------------------|------------------------|---------------------------|
| ____(01) Town Twitter | ____(05) Town LinkedIn | ____(09) Library Facebook |
| ____(02) Town Facebook | ____(06) PD Facebook | ____(10) Town Nextdoor |
| ____(03) Library Instagram | ____(07) PD Twitter | ____(11) Other: _____ |
| ____(04) Town Instagram | ____(08) PD Instagram | |

21. Customer Service. Have you called or visited the Town with a question, problem, or complaint during the past year?

___(1) Yes [Answer Q21 a-c.] ___(2) No [Skip to Q22.] ___(9) Don't know [Skip to Q22.]

21a. How easy was it to contact the person you needed to reach?

___(1) Very easy ___(3) Difficult ___(9) Don't know
 ___(2) Somewhat easy ___(4) Very difficult

21b. What department(s) did you contact? [Check all that apply.]

___(1) Police ___(6) Town Manager/Clerk Offices
 ___(2) Human Resources ___(7) Town Attorney
 ___(3) Community Development ___(8) Library
 ___(4) Parks and Public Works ___(9) Other: _____
 ___(5) Finance

21c. Several factors may influence your perception of the quality of customer service you receive from Town employees. Please rate how often the employees you MOST RECENTLY contacted have displayed the following.

Frequency that...	Always	Usually	Sometimes	Seldom	Never	Don't Know
1. They did what they said they would do in a timely manner	5	4	3	2	1	9
2. They gave prompt, accurate, and complete answers to questions	5	4	3	2	1	9
3. They helped me resolve an issue to my satisfaction or adequately explained their reasoning	5	4	3	2	1	9
4. They made it easy for me to handle my request	5	4	3	2	1	9
5. They were courteous and polite	5	4	3	2	1	9

Demographics

22. Do you think you will be living in Los Gatos, CA, five years from now?

___(1) Yes [Skip to Q23.] ___(2) No [Answer Q22a.]

22a. Why do you think you will not be living in Los Gatos, CA, five years from now?

23. Do you own or rent your current residence? ___(1) Own ___(2) Rent

24. What type of dwelling do you live in?

___(1) Single family house (detached from other houses) ___(3) Apartment or condominium building
 ___(2) Duplex or townhome ___(4) Other: _____

25. Approximately how many years have you lived in Los Gatos? _____ years

26. Please answer the following questions by circling "Yes" or "No."

Have you...	Yes	No
1. Had contact with a Police Department Officer during the last year?	Yes	No
2. Visited the Town's website (losgatosca.gov) in the last year?	Yes	No
3. Had members of your household visit any parks in Los Gatos in the last year?	Yes	No
4. Ridden a bicycle on Town streets or used Town trails in the last year?	Yes	No



2022 COMMUNITY SURVEY

GIS Mapping

Prepared By
ETC INSTITUTE
OLATHE, KANSAS

Presented To The
TOWN OF LOS GATOS,
CALIFORNIA

APRIL 2022




GIS Mapping


Overview

The GIS (Geographic Information System) maps on the following pages show the mean ratings for satisfaction and rating questions that were on the 2022 Town of Los Gatos Community Survey. Boundaries are shown by Census Block Group.

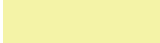
When reading the maps, please use the following color scheme as a guide:

Positive Ratings


 Darker blue shades generally indicate high satisfaction with a service, high ratings, high levels of support, or high ratings of agreement. Ratings of, "very satisfied," "excellent," "very supportive," or "strongly agree."


 Lighter blue shades generally indicate satisfaction with a service, good ratings, support, or agreement. Ratings of, "satisfied," "good," "somewhat supportive," or "agree."

Neutral Ratings

 Off-white shades indicate neutral ratings. Generally indicating that residents thought the quality-of-service delivery is adequate.

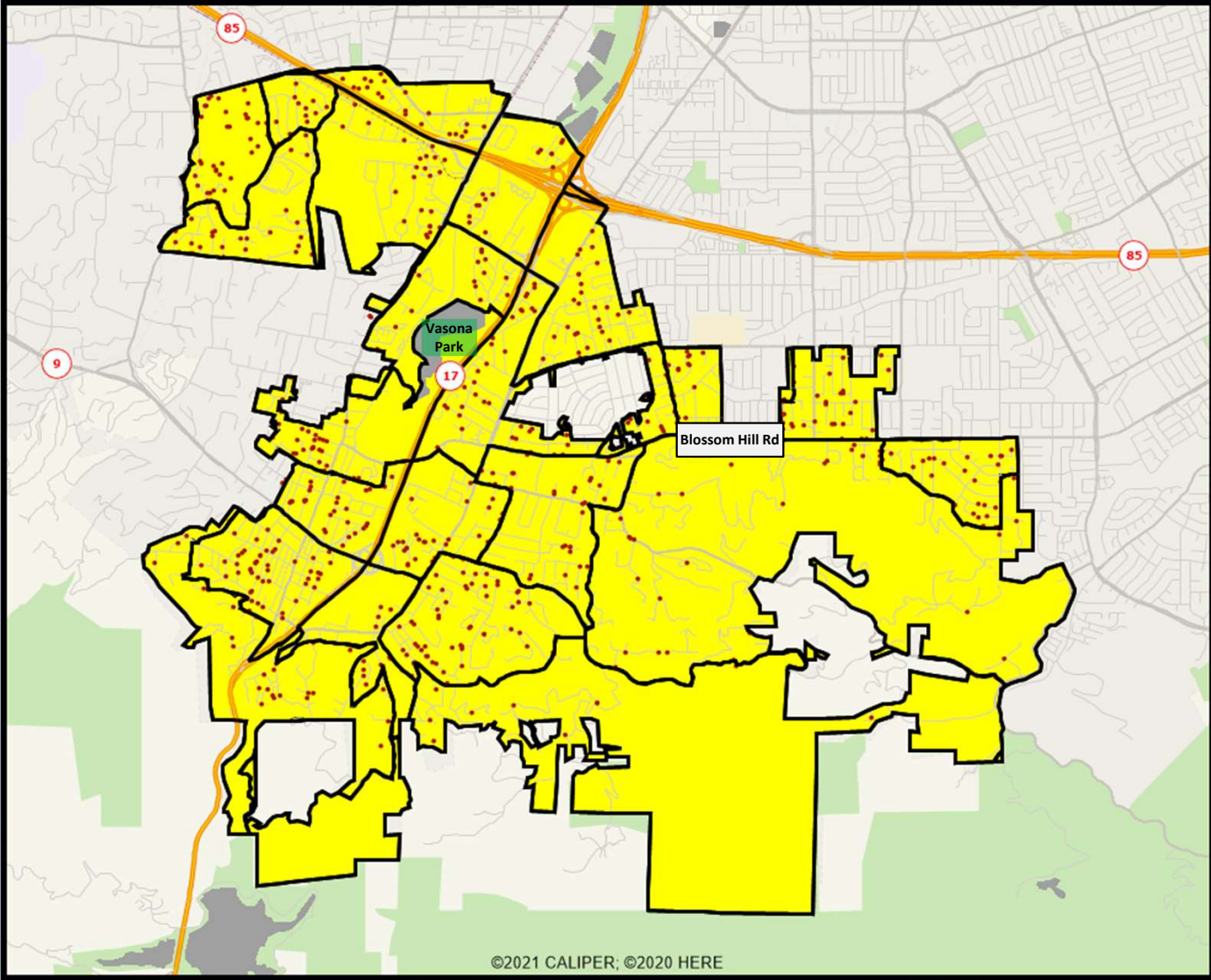
Negative Ratings

 Orange shades generally indicate slight dissatisfaction with a service, below average ratings, not supportive, or disagreement. Ratings of "dissatisfied," "below average," "not supportive," or "disagree."

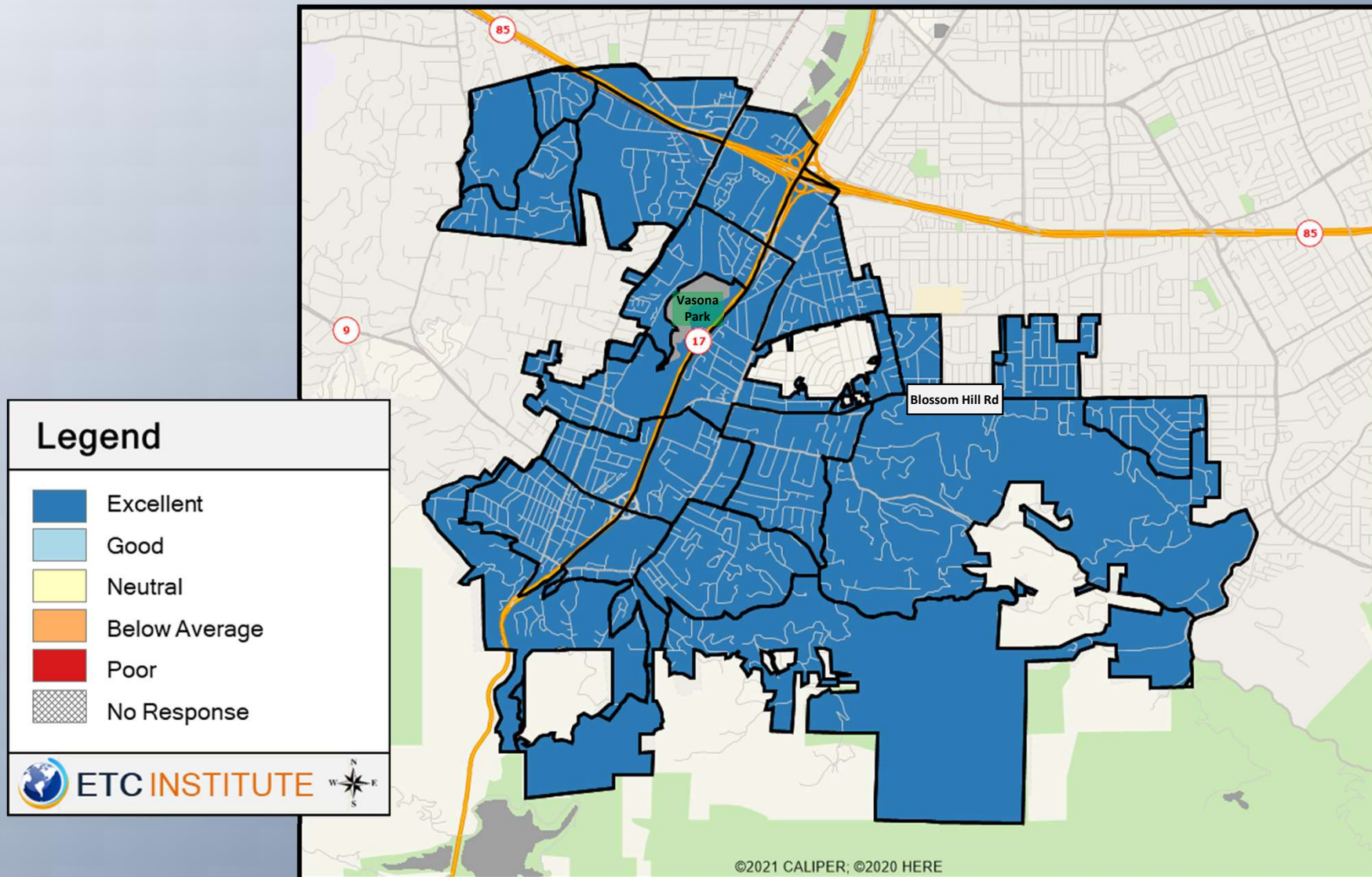
 Red shades generally indicate dissatisfaction with a service, poor ratings, not at all supportive, or disagreement. Ratings of "very dissatisfied," "poor," "not at all supportive," or "strongly disagree."

Locations of Respondents

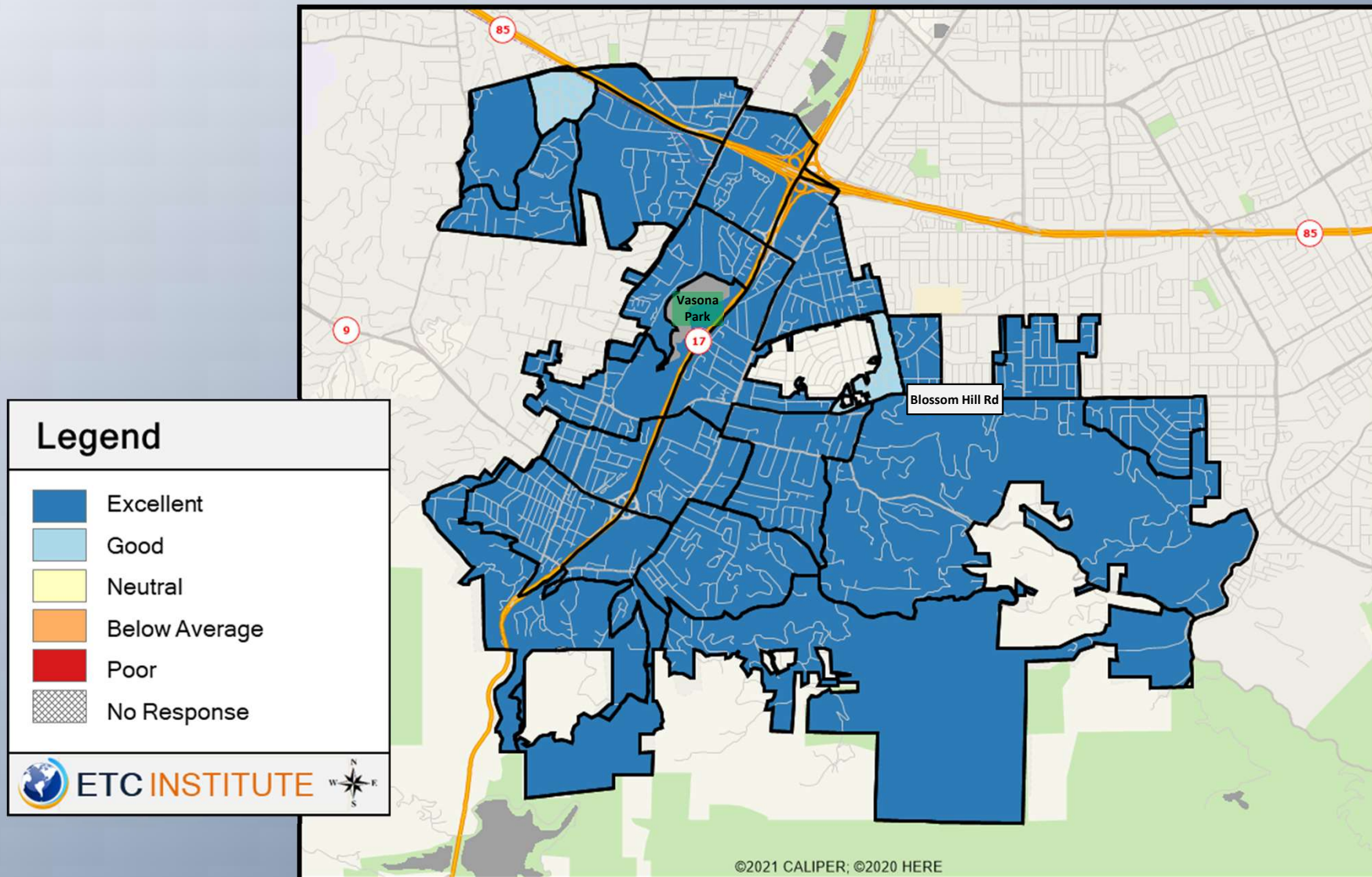
(Boundaries by Census Block Group)



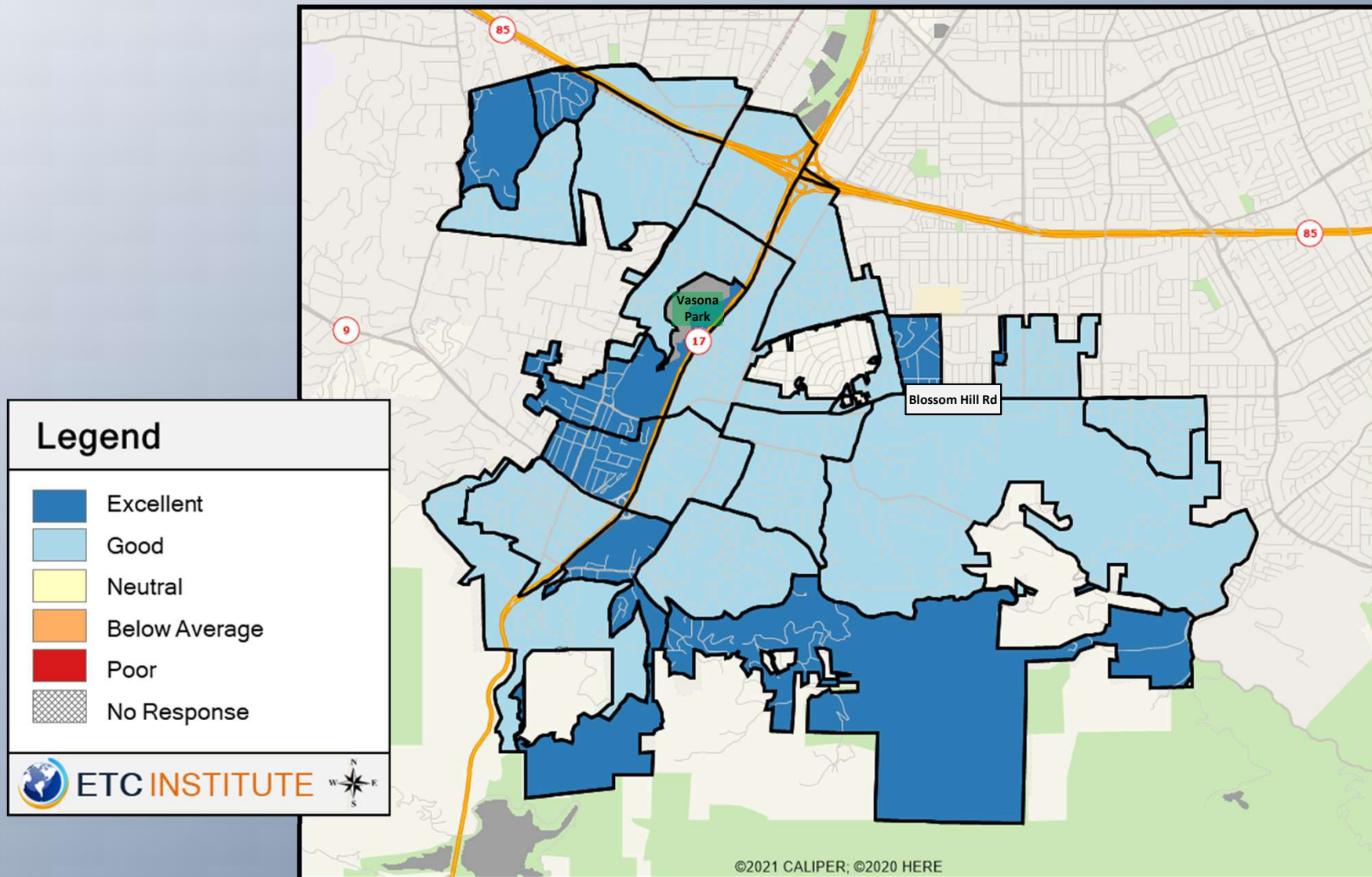
Q1-1. The Town as a place to live



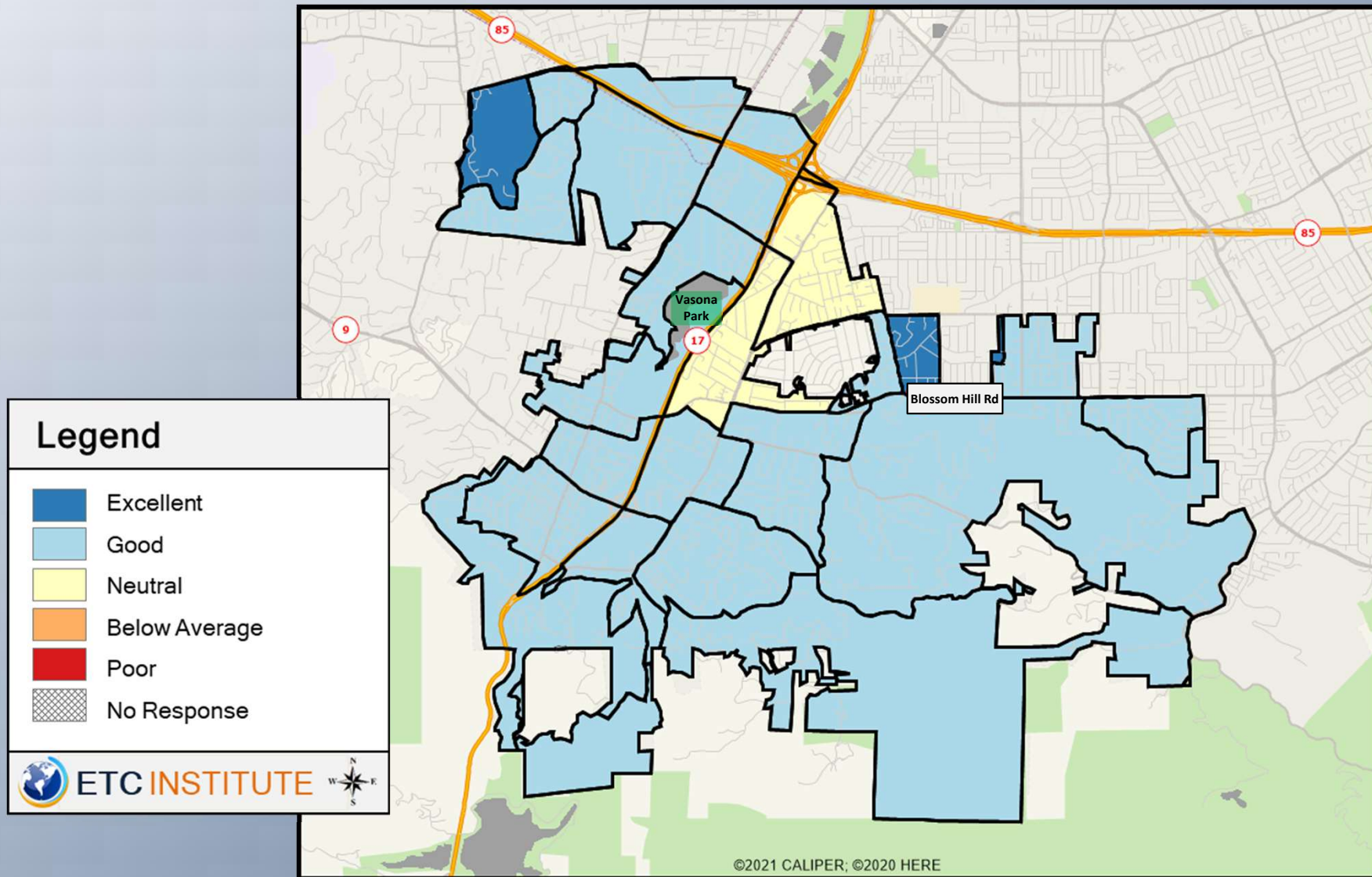
Q1-2. The Town as a place to raise children



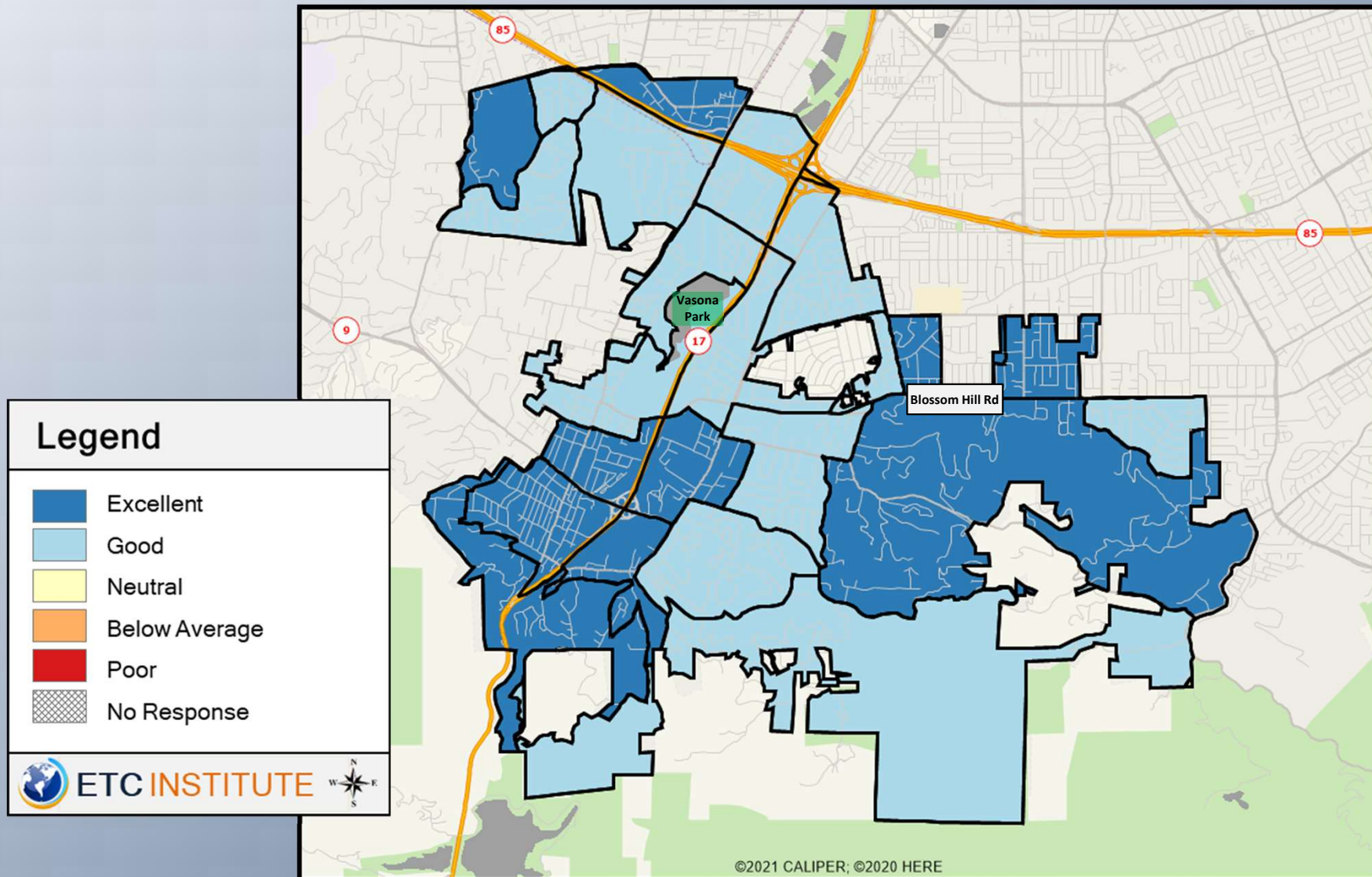
Q1-3. The Town as a place to work



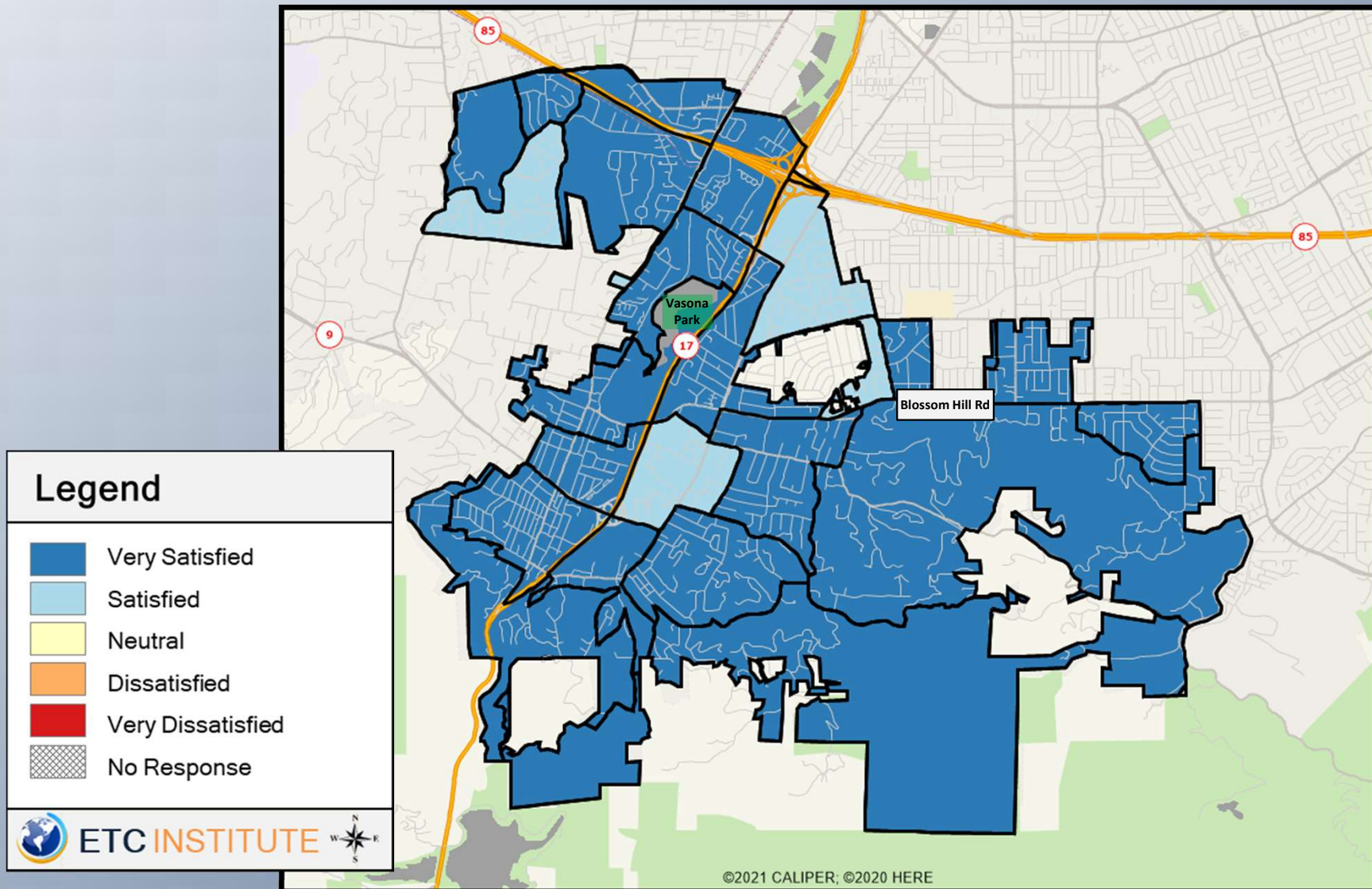
Q1-4. The Town as a place to retire



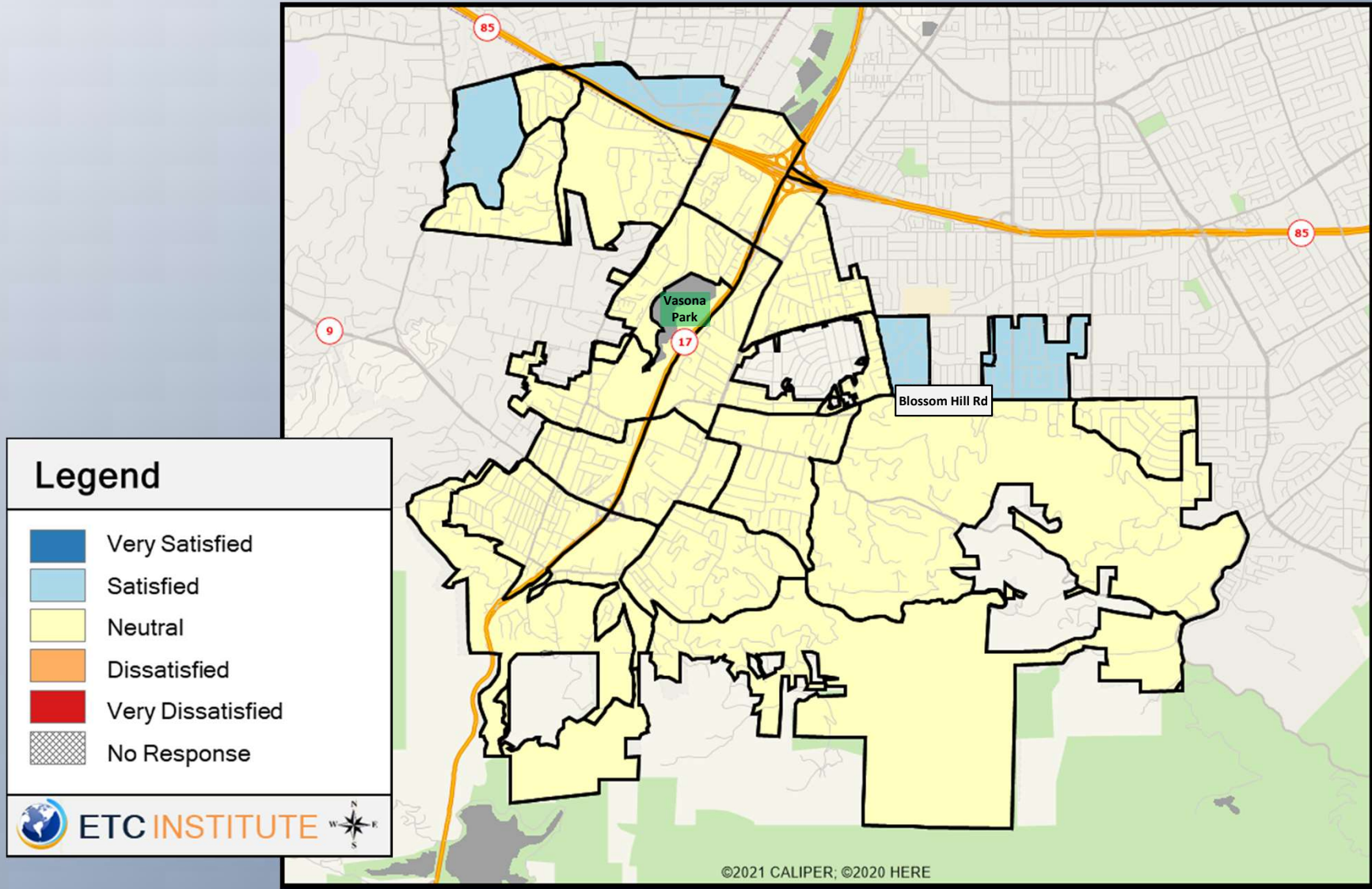
Q1-5. The Town as a place where I feel welcome



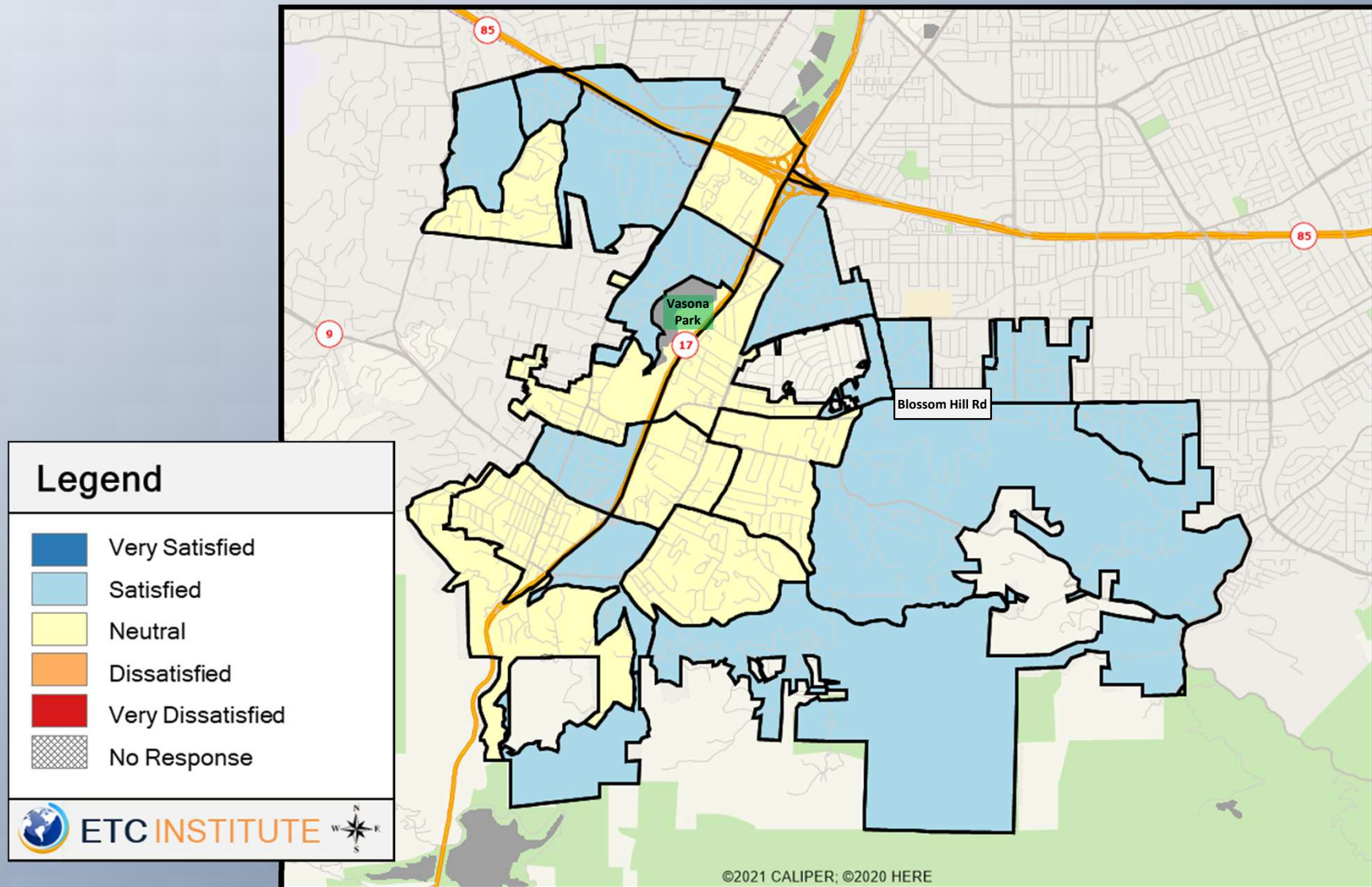
Q2-1. Level of satisfaction with Town parks and recreation facilities



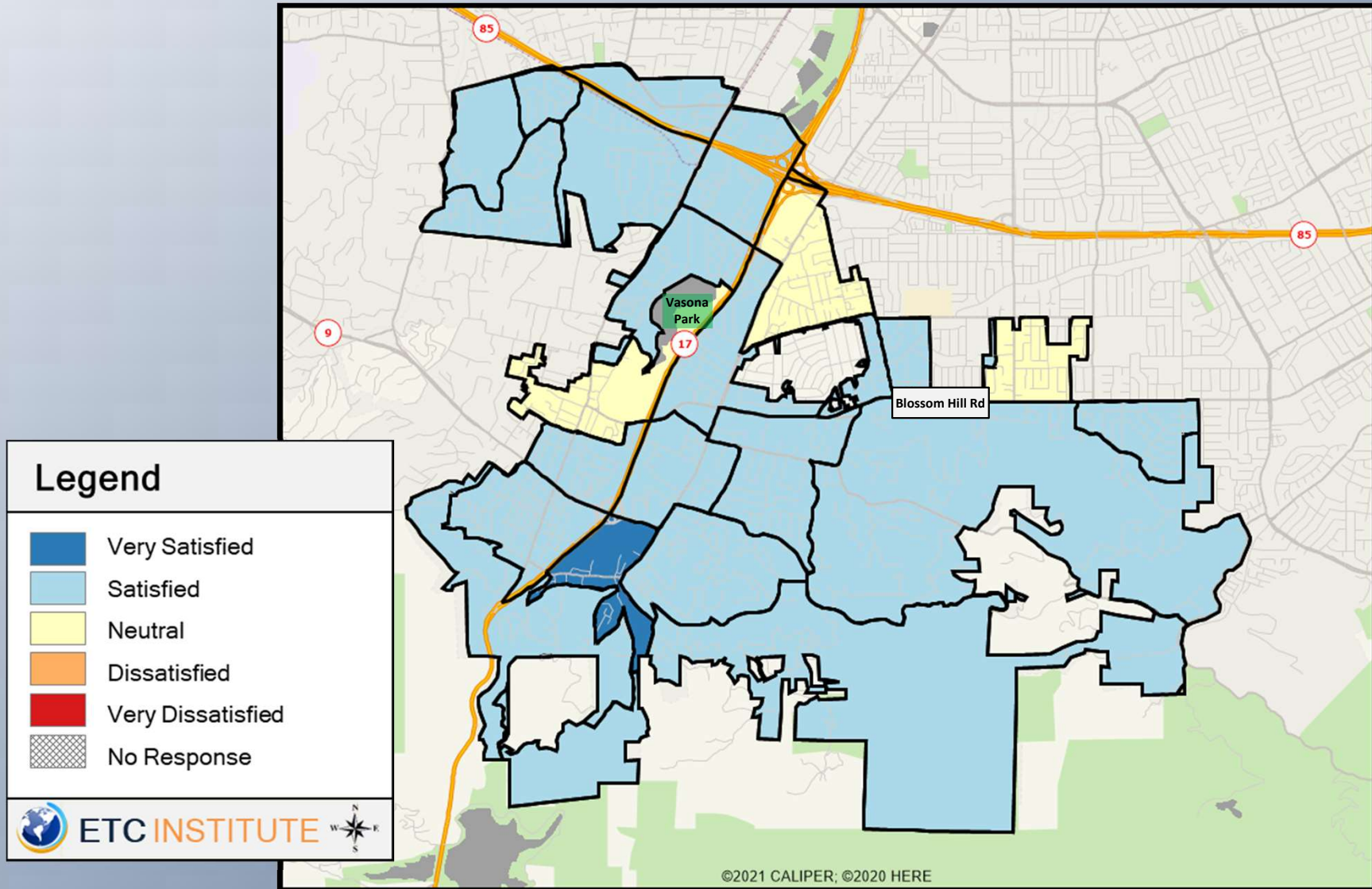
Q2-2. Level of satisfaction with Town Planning, Buildings, and Development services (e.g., issuing permits)



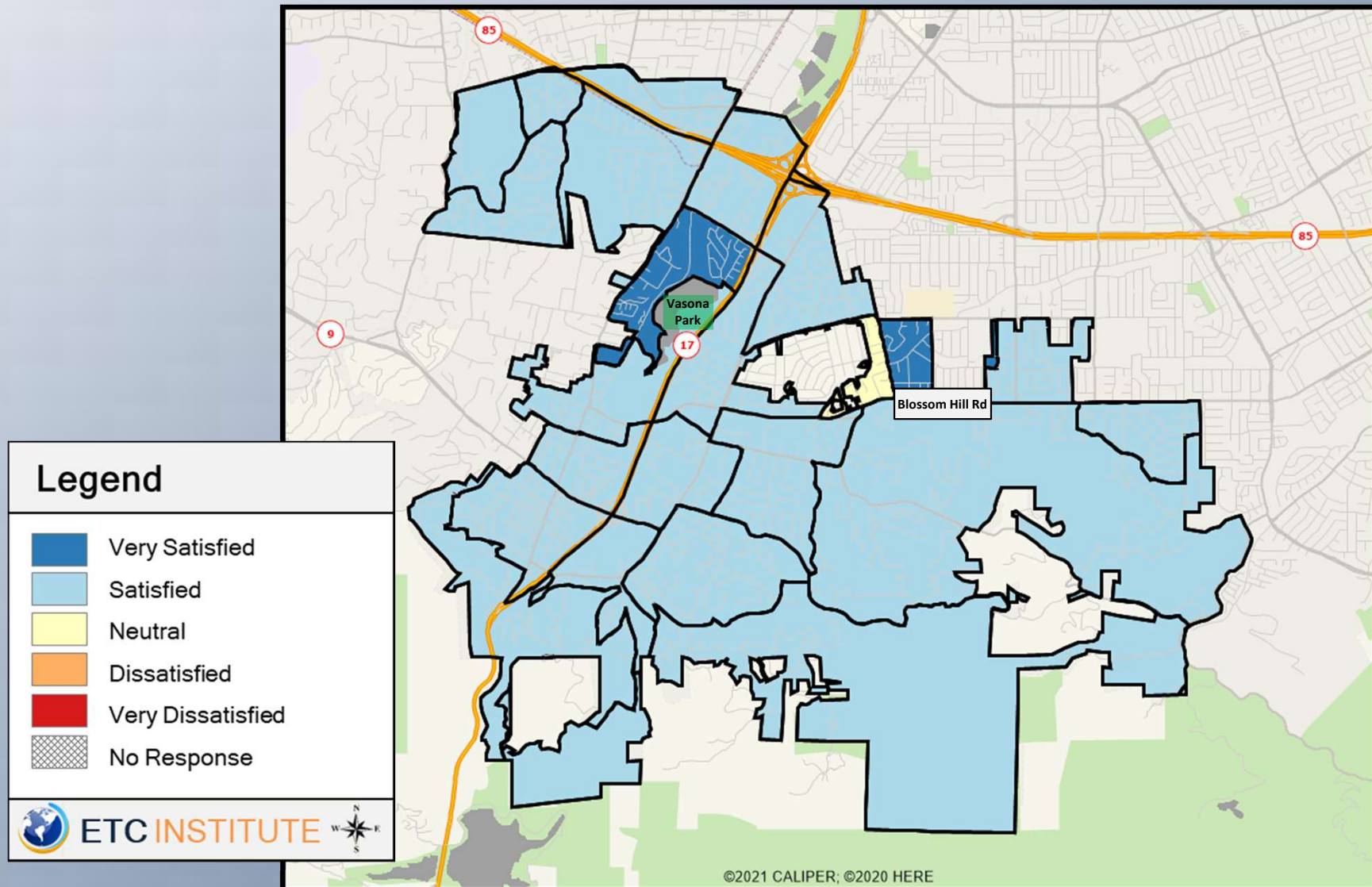
Q2-3. Level of satisfaction with Town overall effectiveness of Town communication with the public



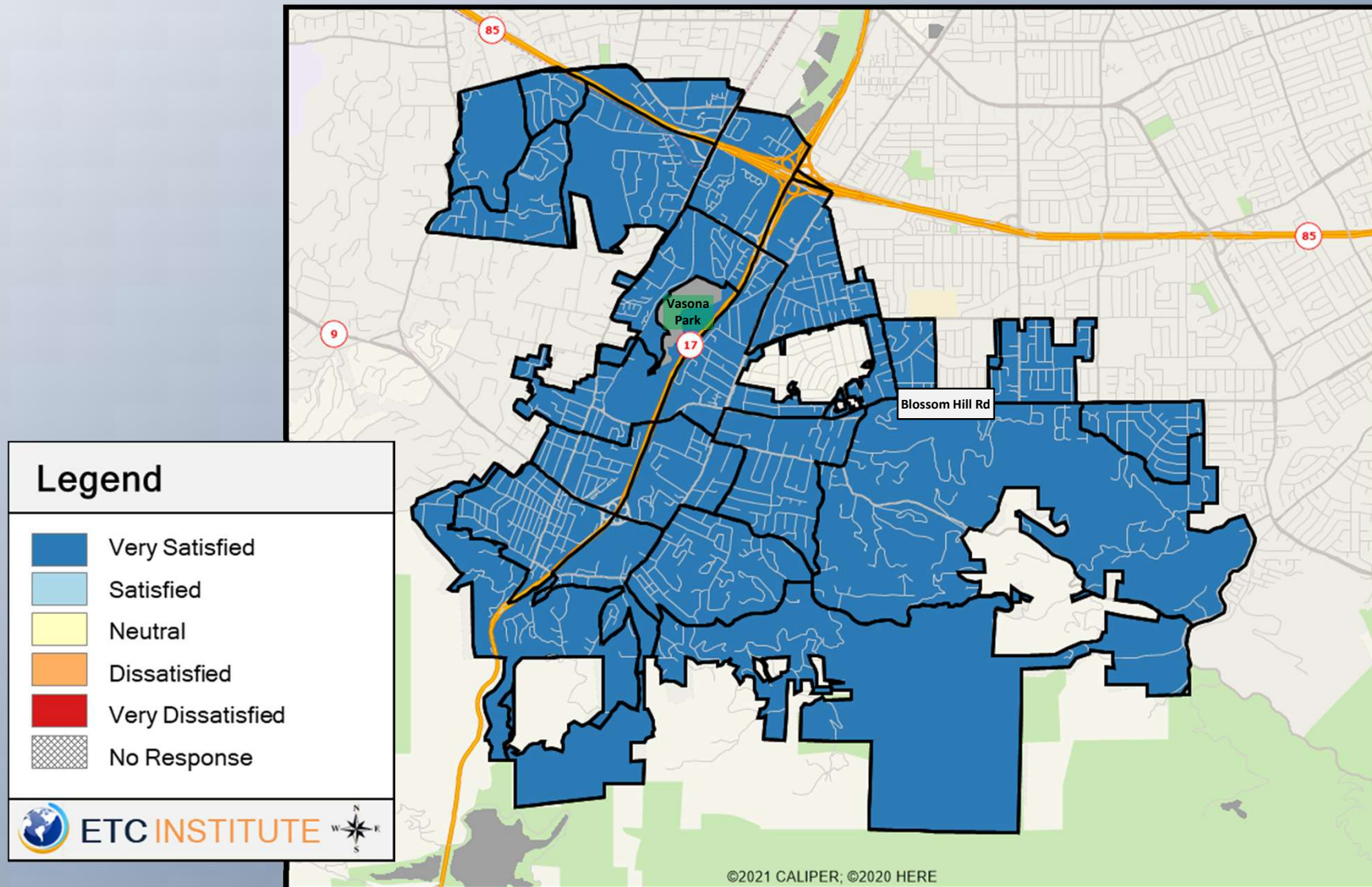
Q2-4. Level of satisfaction with Town overall maintenance of Town streets, sidewalks, and infrastructure



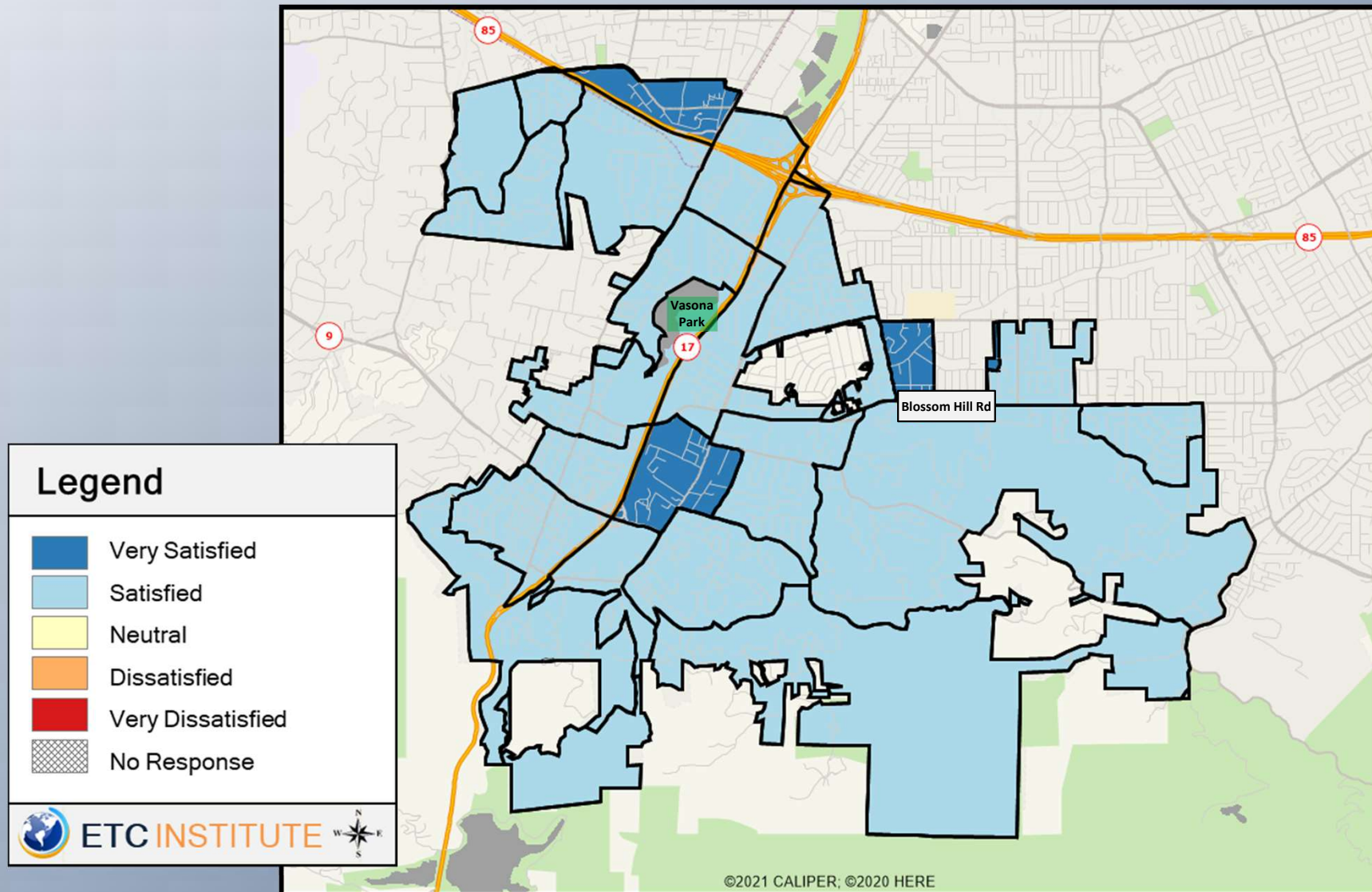
Q2-5. Level of satisfaction with the overall quality of customer service you receive from Town employees



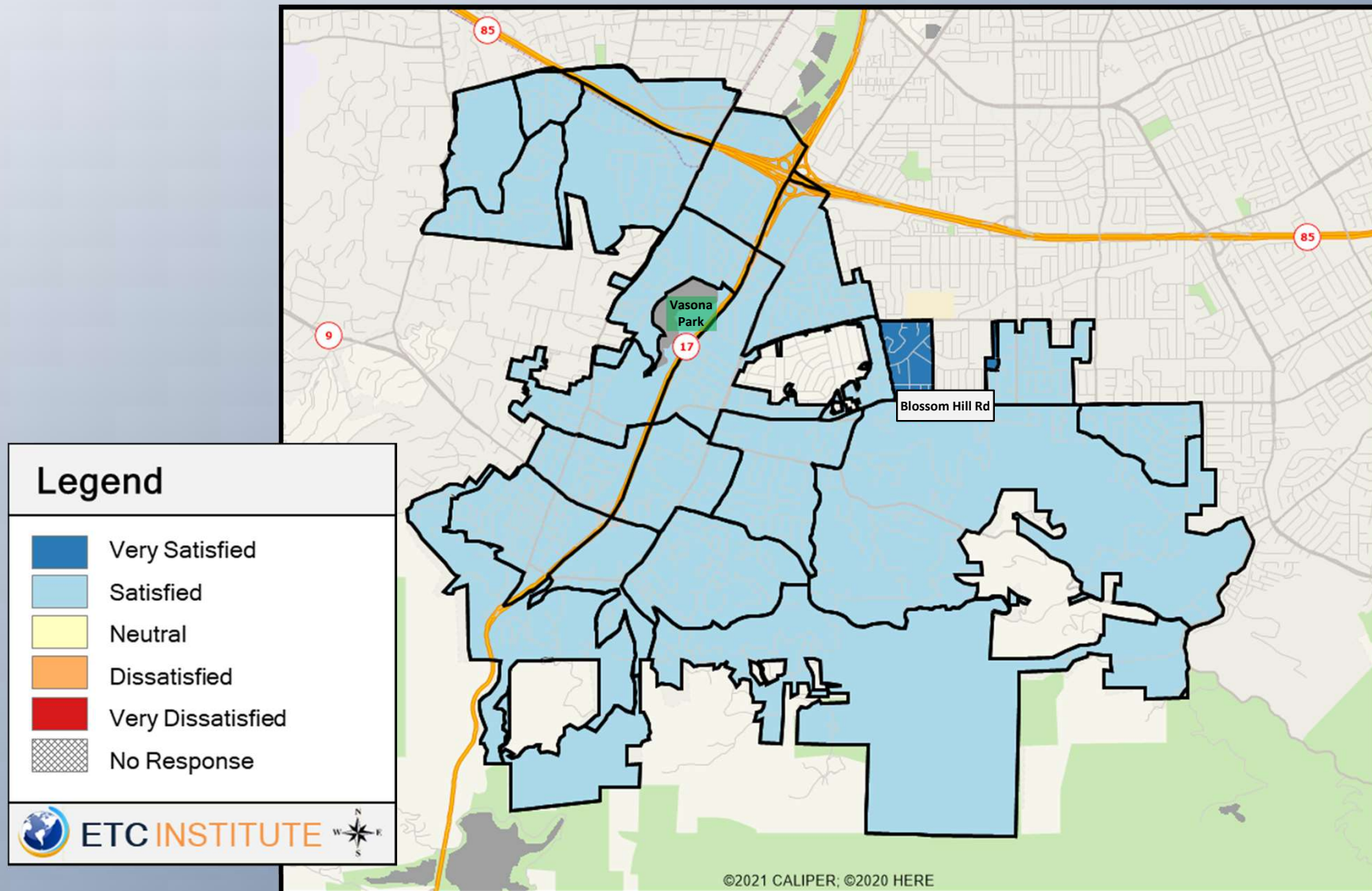
Q2-6. Level of satisfaction with the overall quality of Town library services



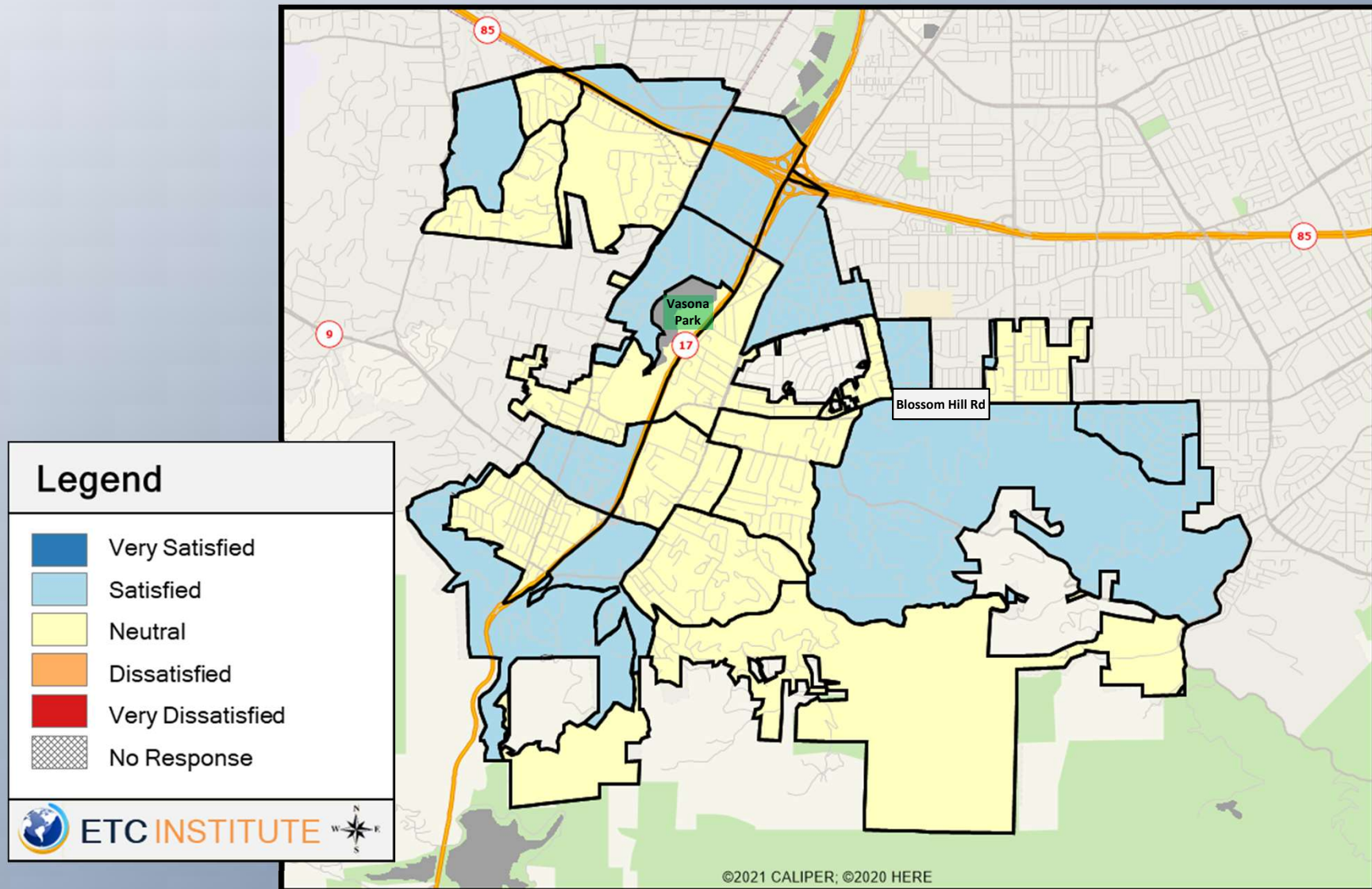
Q2-7. Level of satisfaction with the overall quality of Town police services



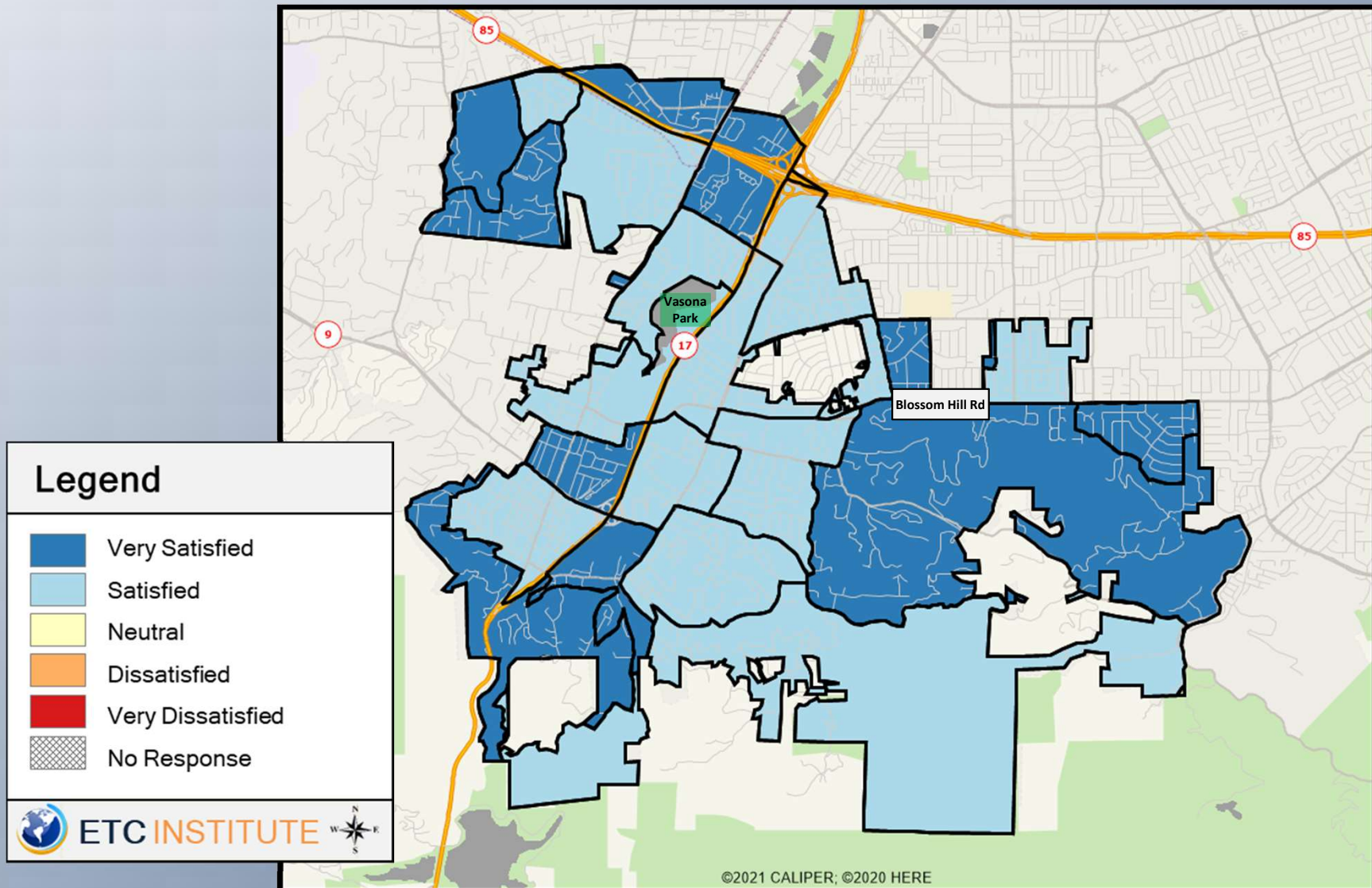
Q4-1. Level of satisfaction with the overall quality of services provided by the Town



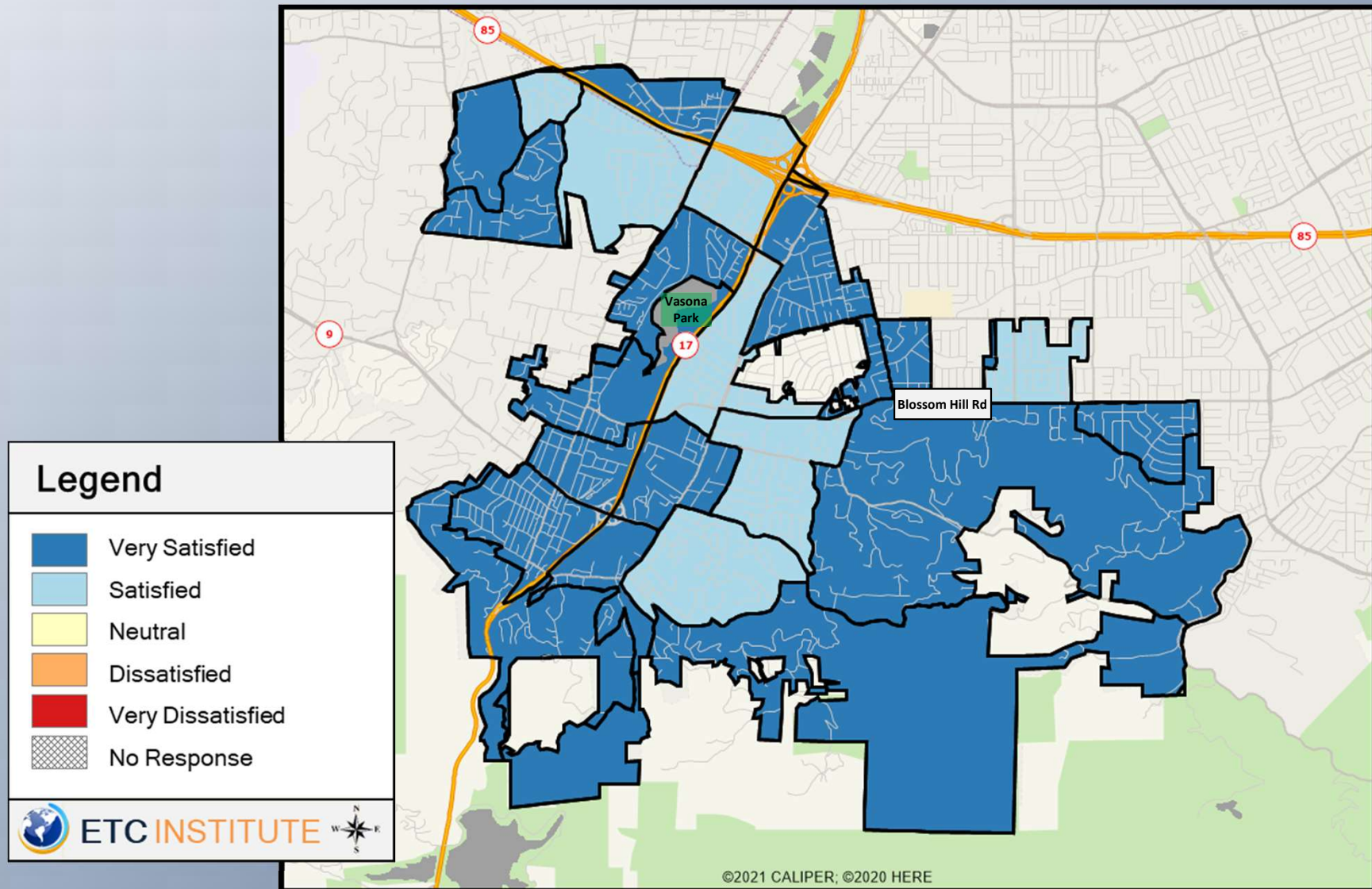
Q4-2. Level of satisfaction with the overall value you receive for your Town tax dollars and fees



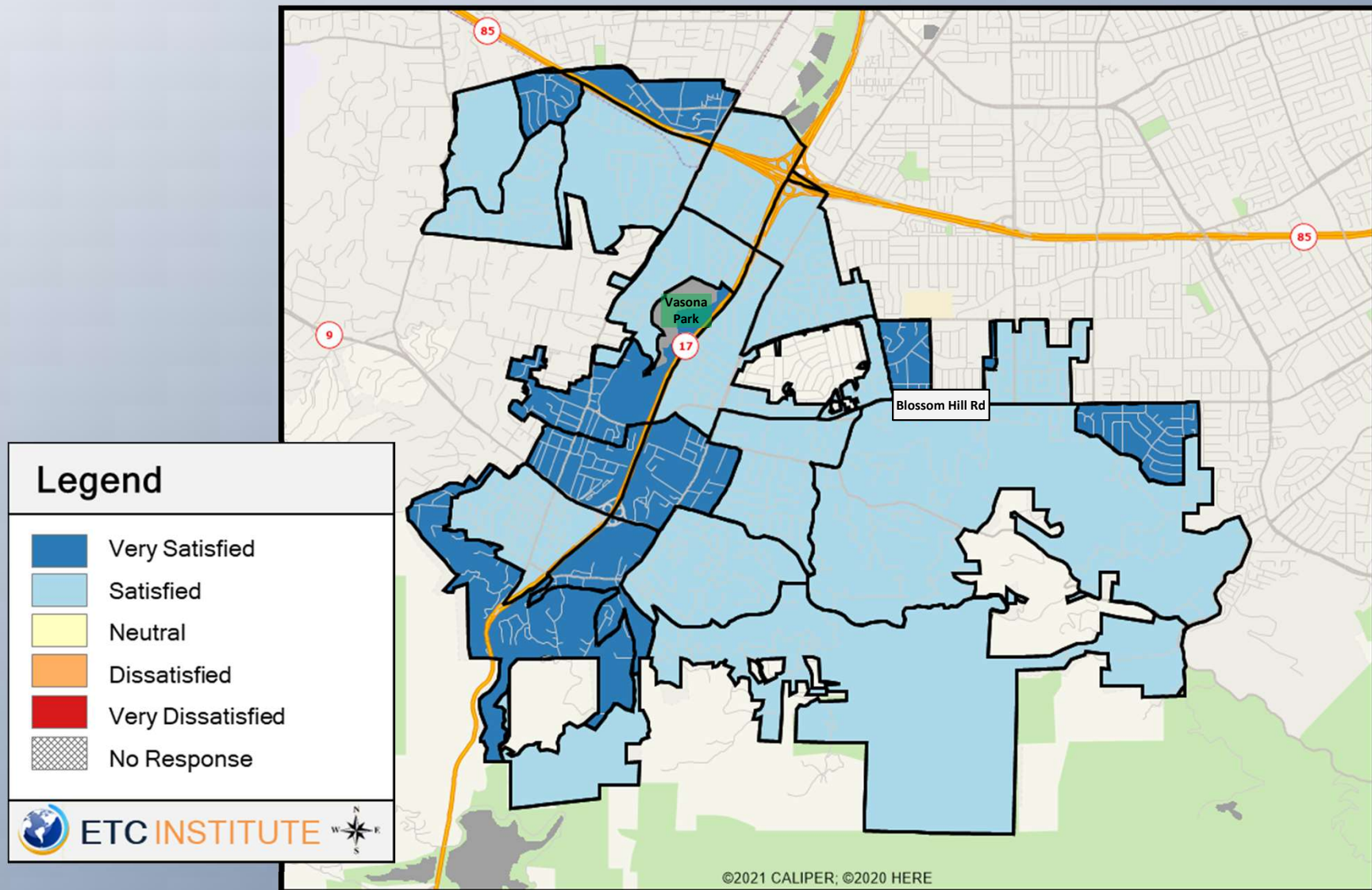
Q4-3. Level of satisfaction with the overall image of the Town



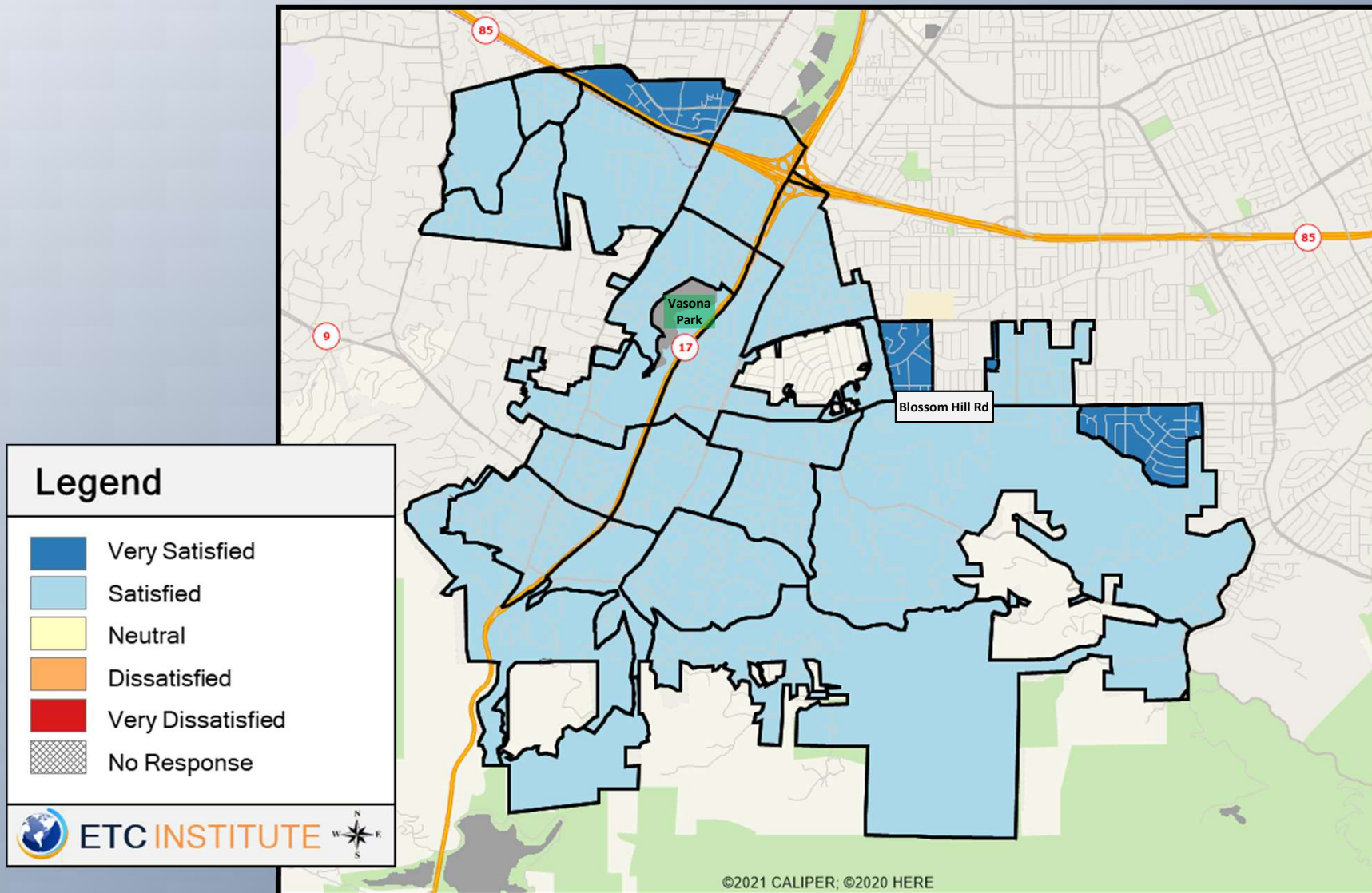
Q4-4. Level of satisfaction with the overall quality of life in the Town



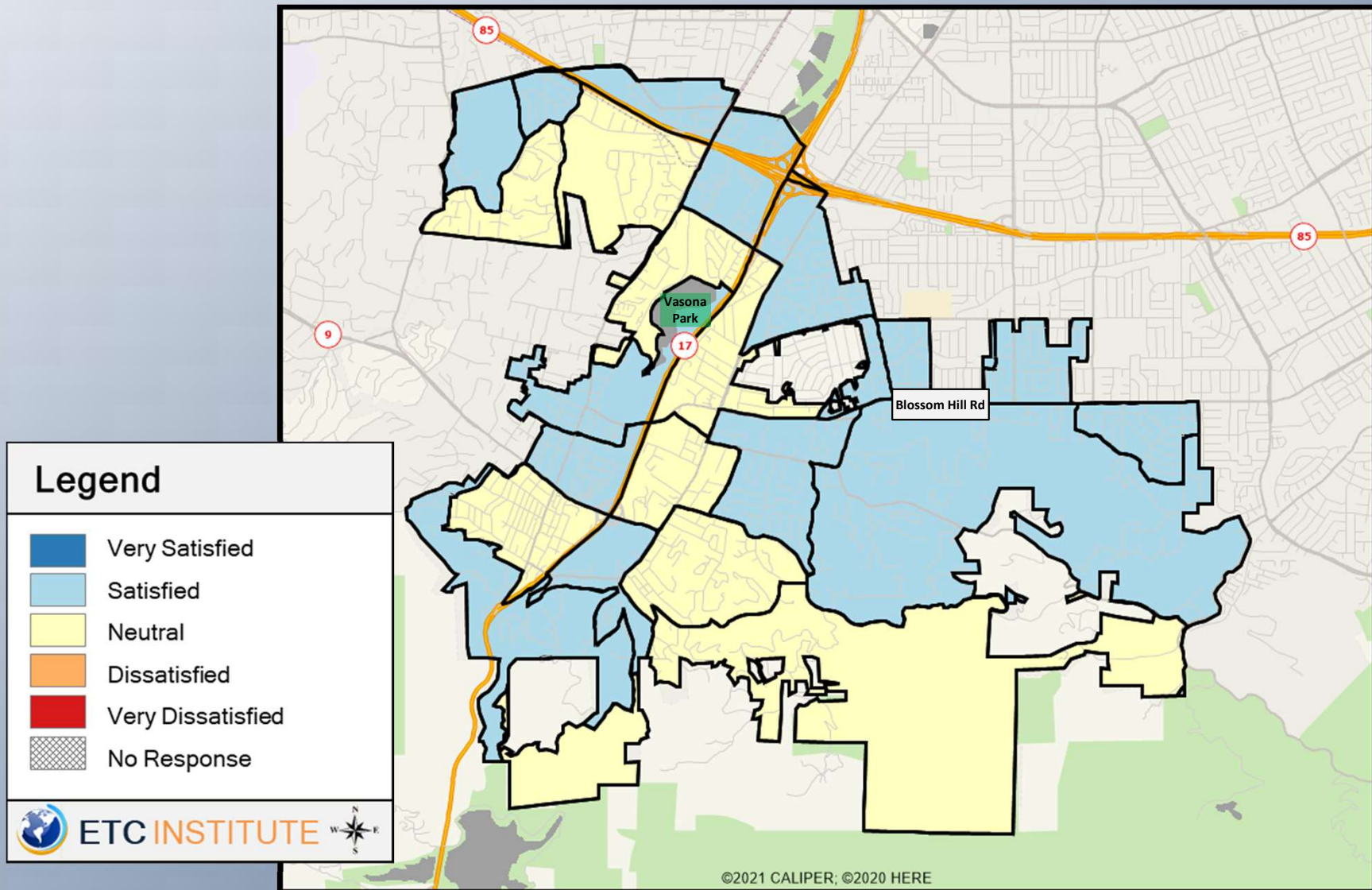
Q4-5. Level of satisfaction with the overall feeling of safety in the Town



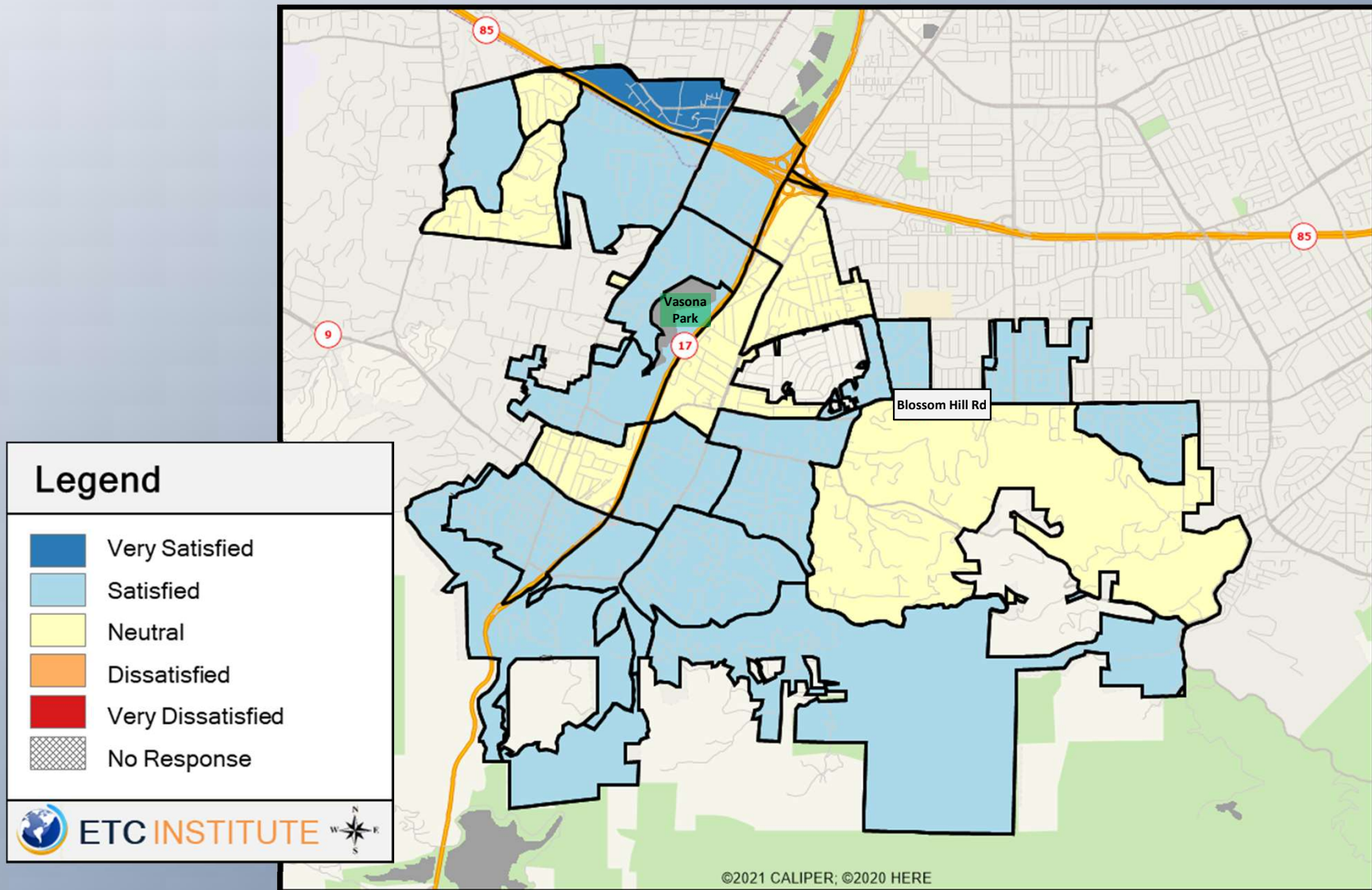
Q5-1. Level of satisfaction with the effectiveness of local police protection



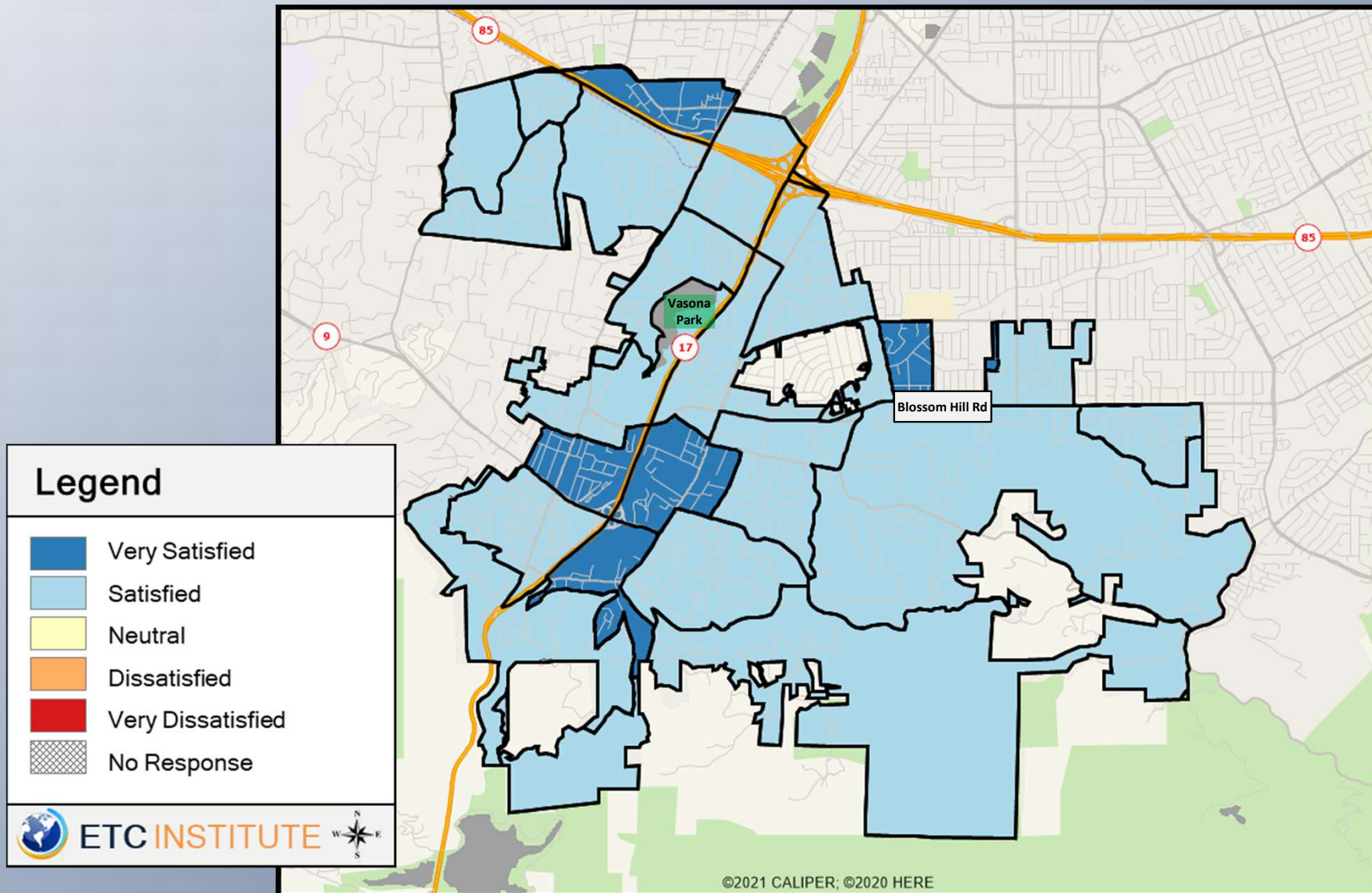
Q5-2. Level of satisfaction with local police efforts to collaborate with the public to address concerns



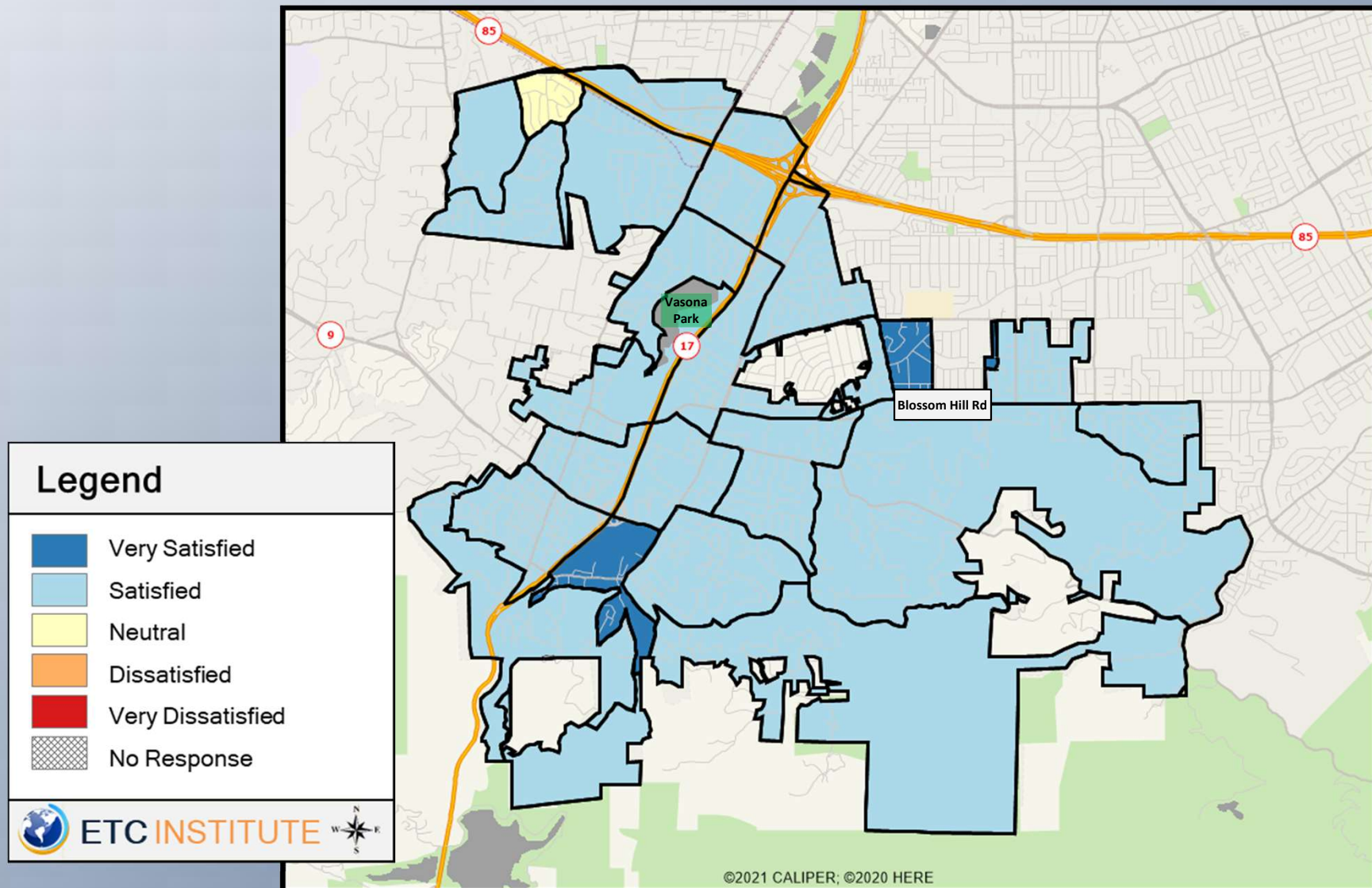
Q5-3. Level of satisfaction with the enforcement of local traffic laws



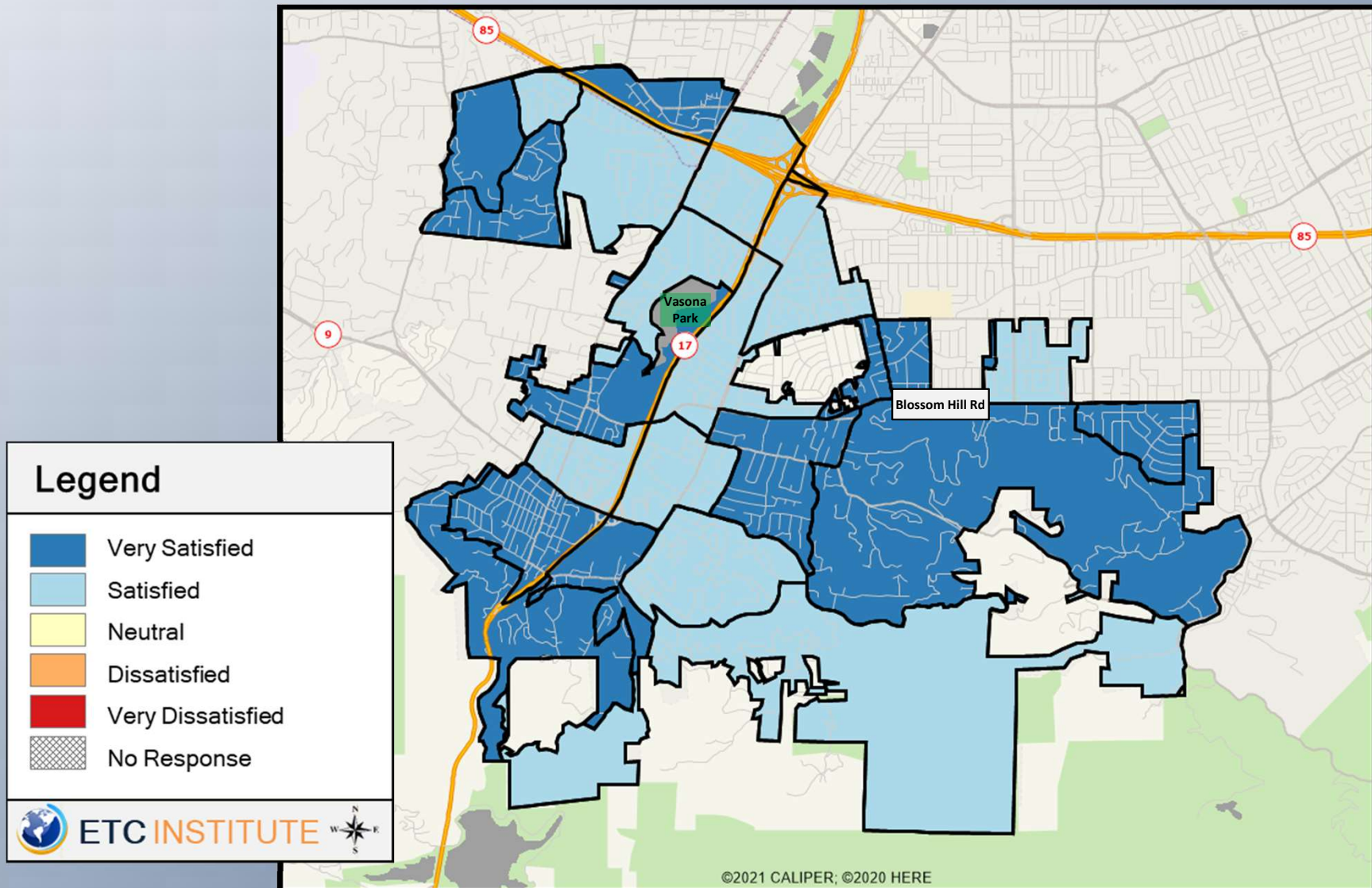
Q5-4. Level of satisfaction with how quickly police respond to emergencies



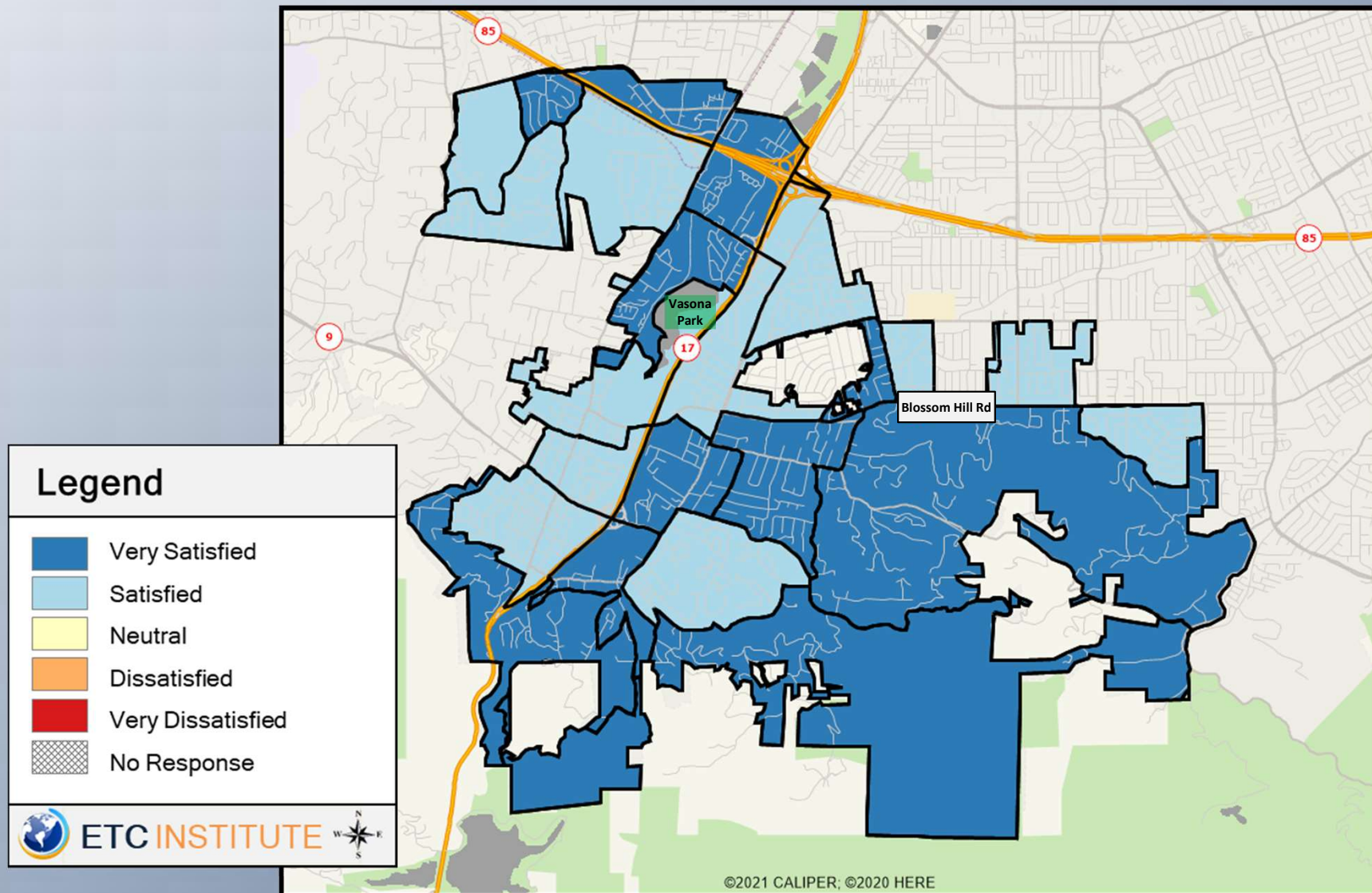
Q5-5. Level of satisfaction with the overall performance of police in your neighborhood



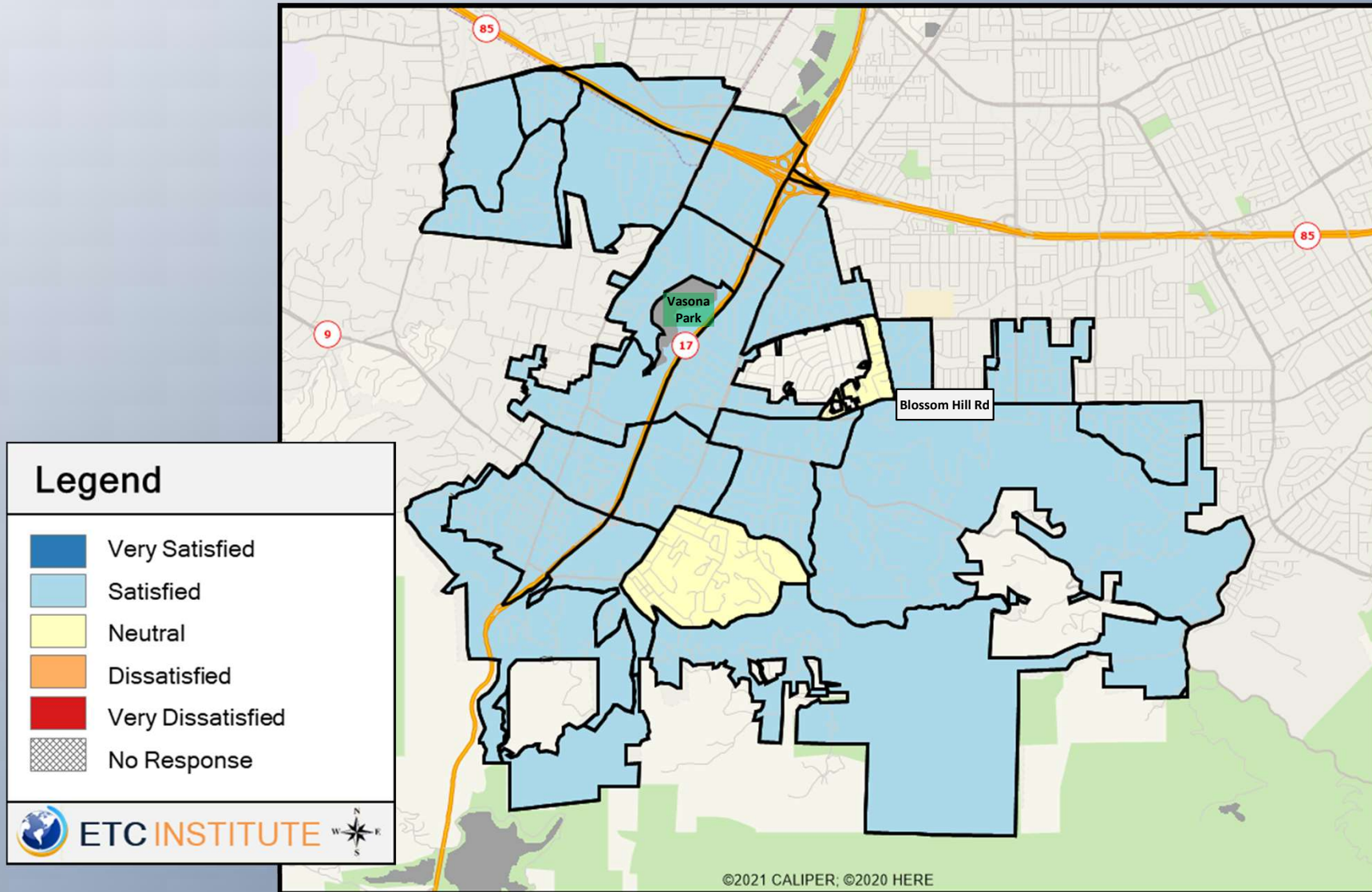
Q5-6. Level of satisfaction with the professionalism of Police Officers



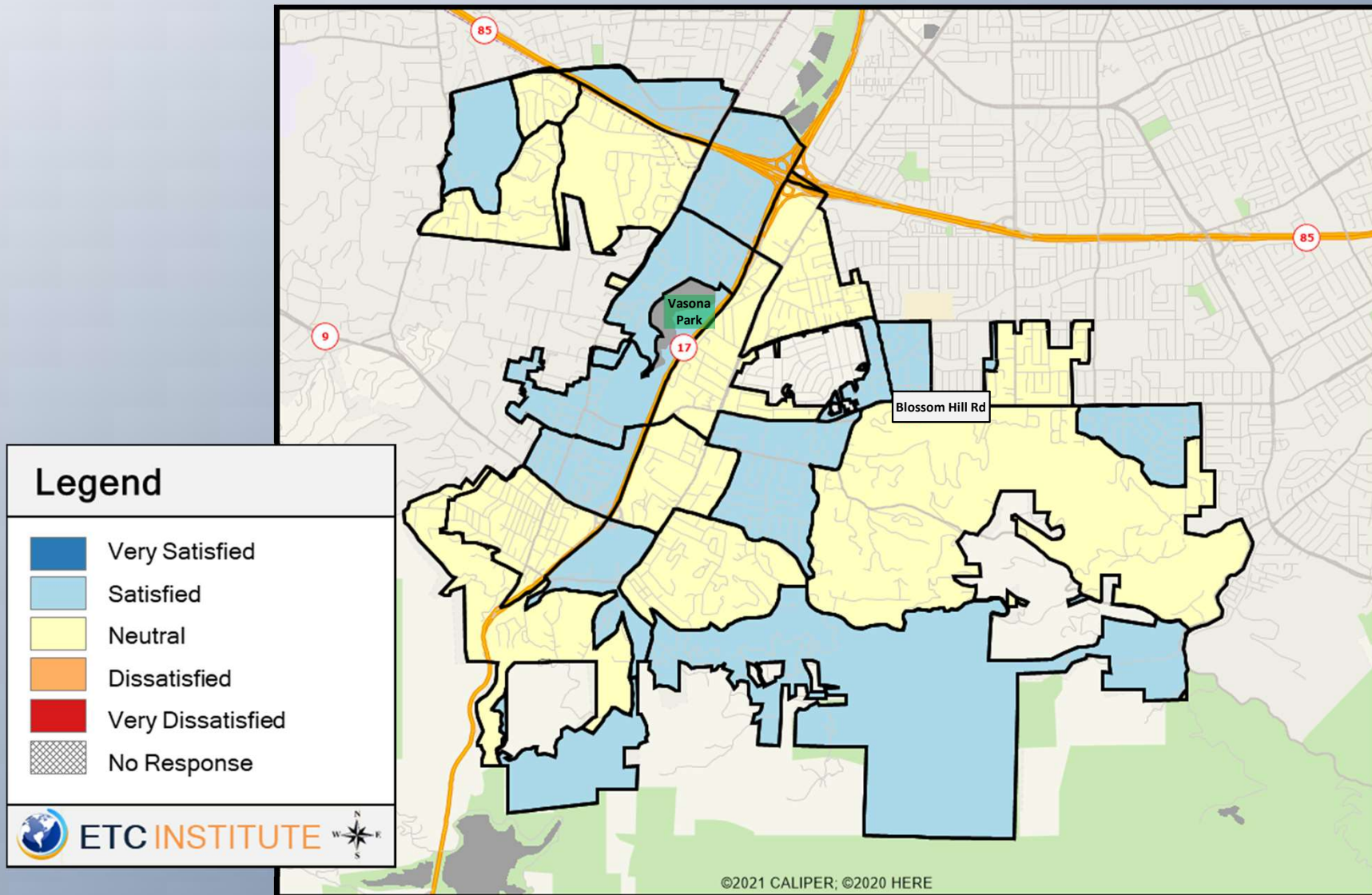
Q5-7. Level of satisfaction with the quality of dispatch/911 services



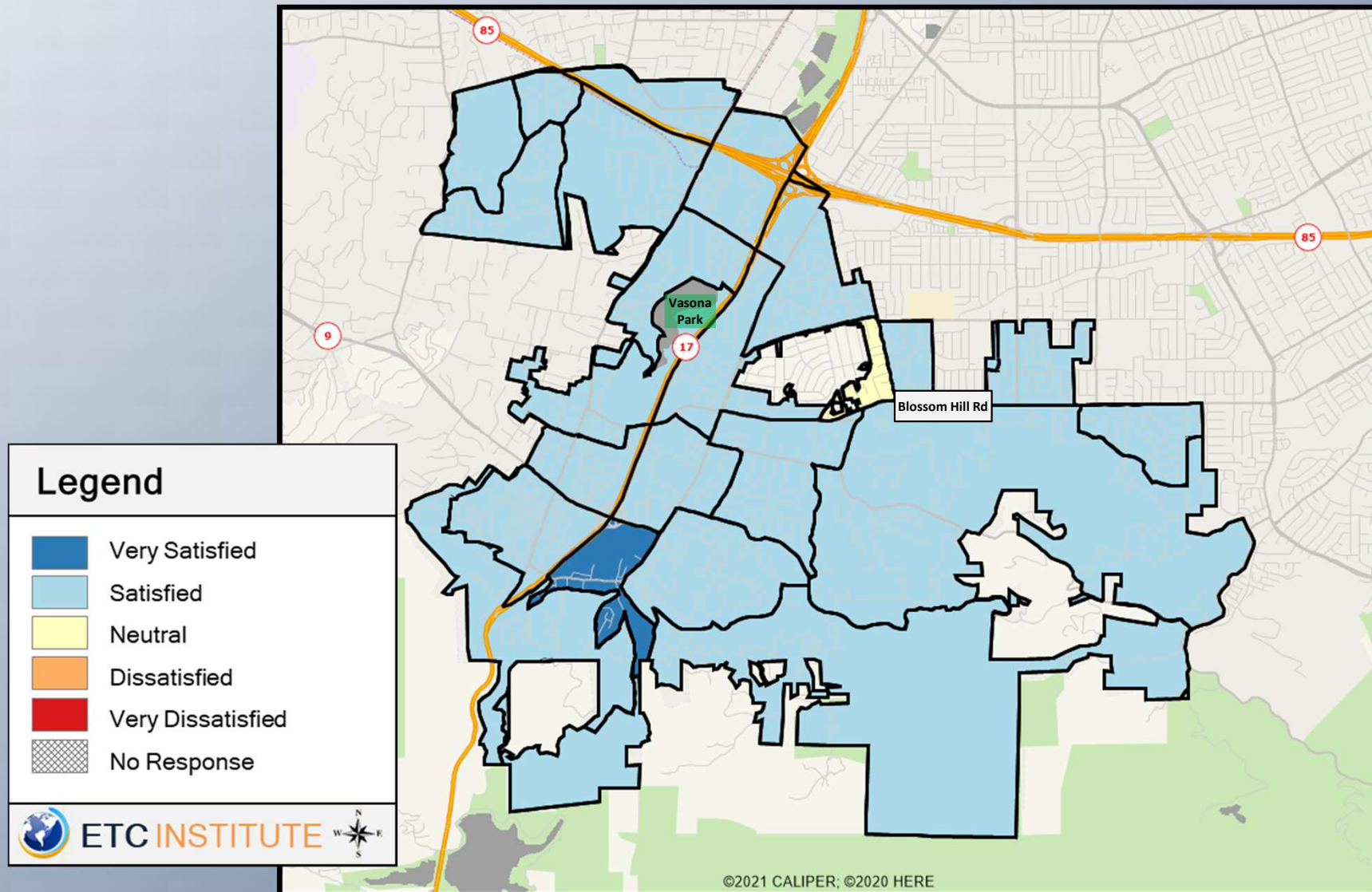
Q5-8. Level of satisfaction with the Town's overall efforts to prevent crime



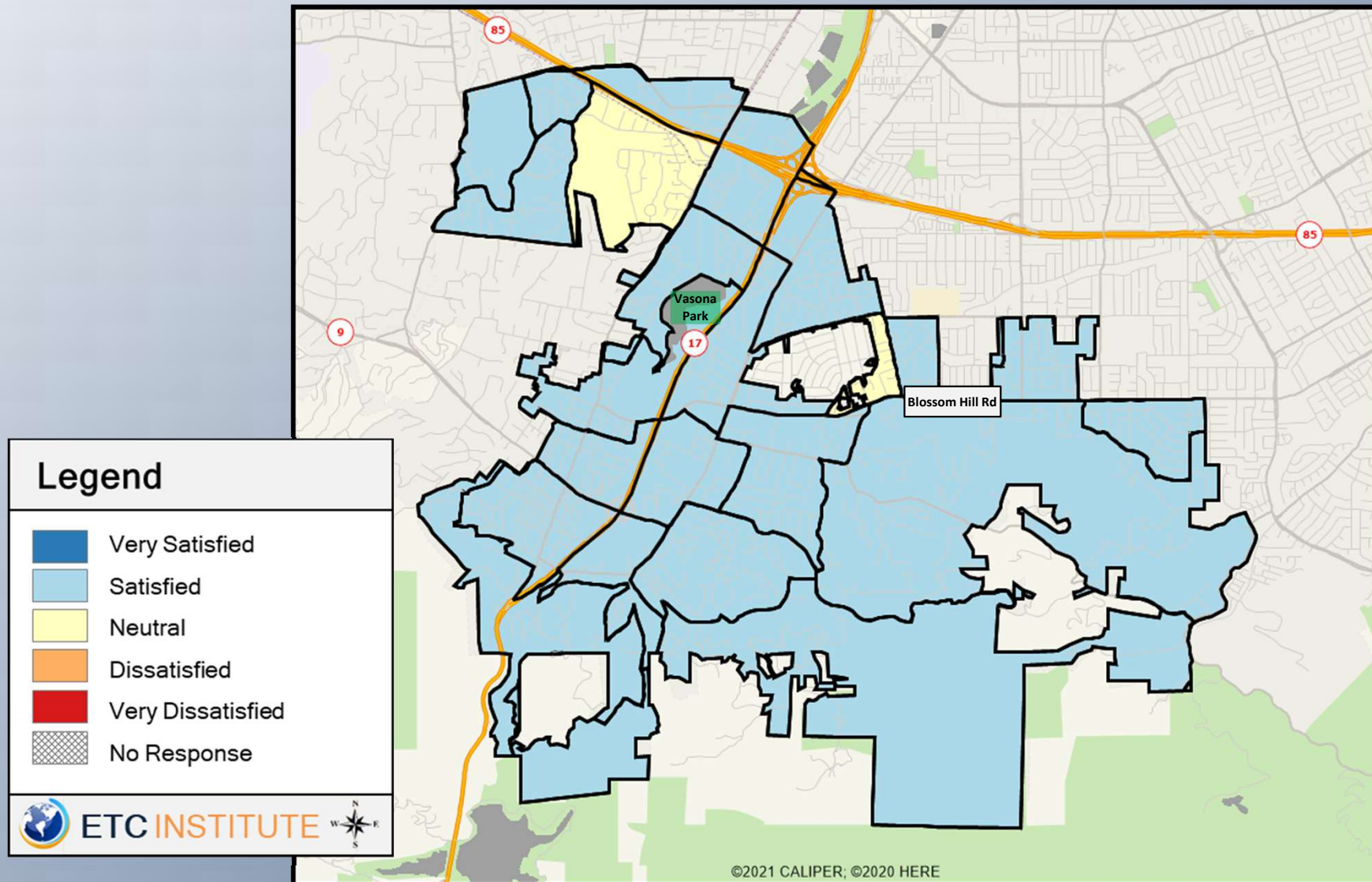
Q5-9. Level of satisfaction with the visibility of police personnel in neighborhoods



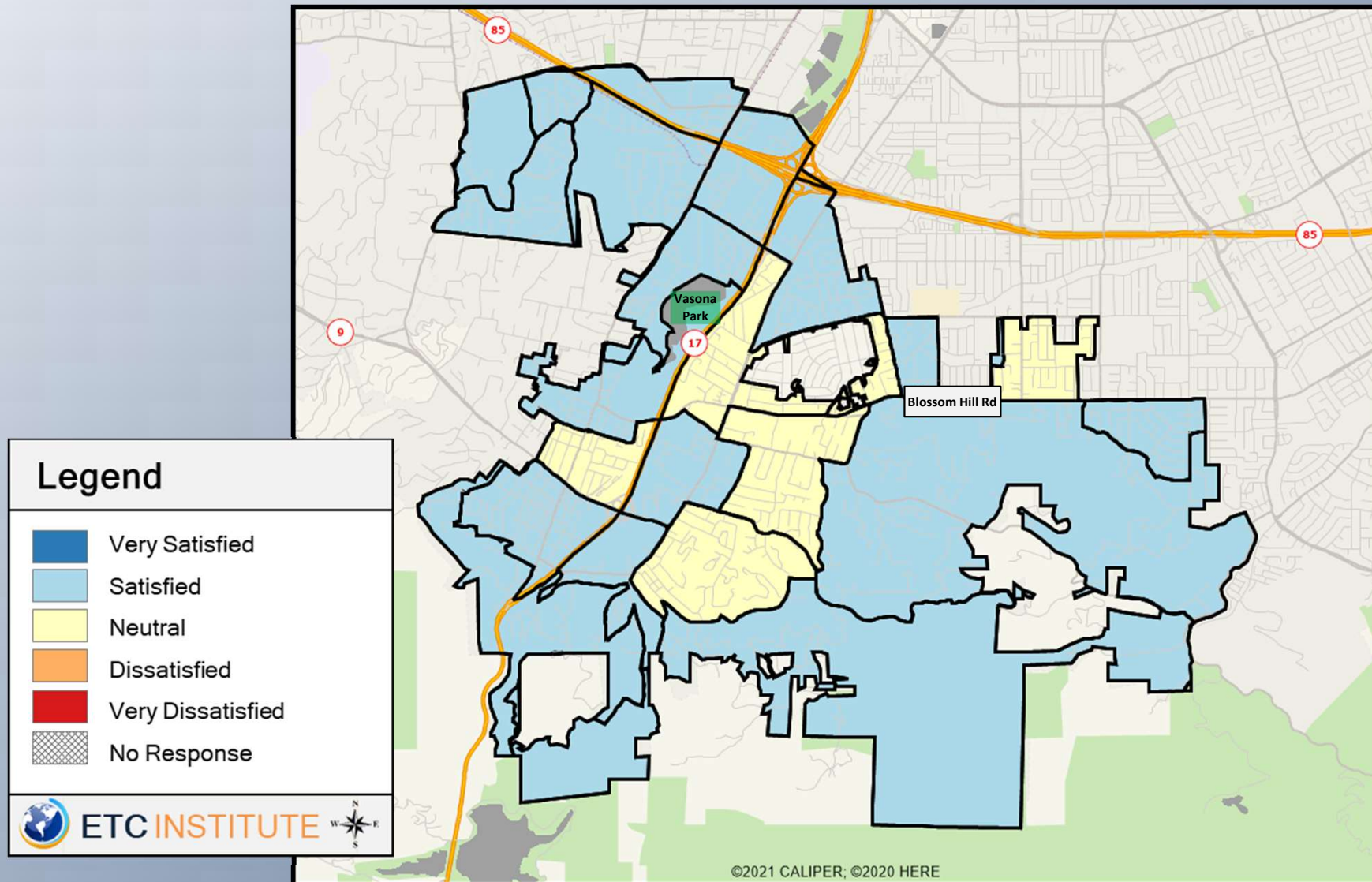
Q7-1. Level of satisfaction with the maintenance of major Town streets



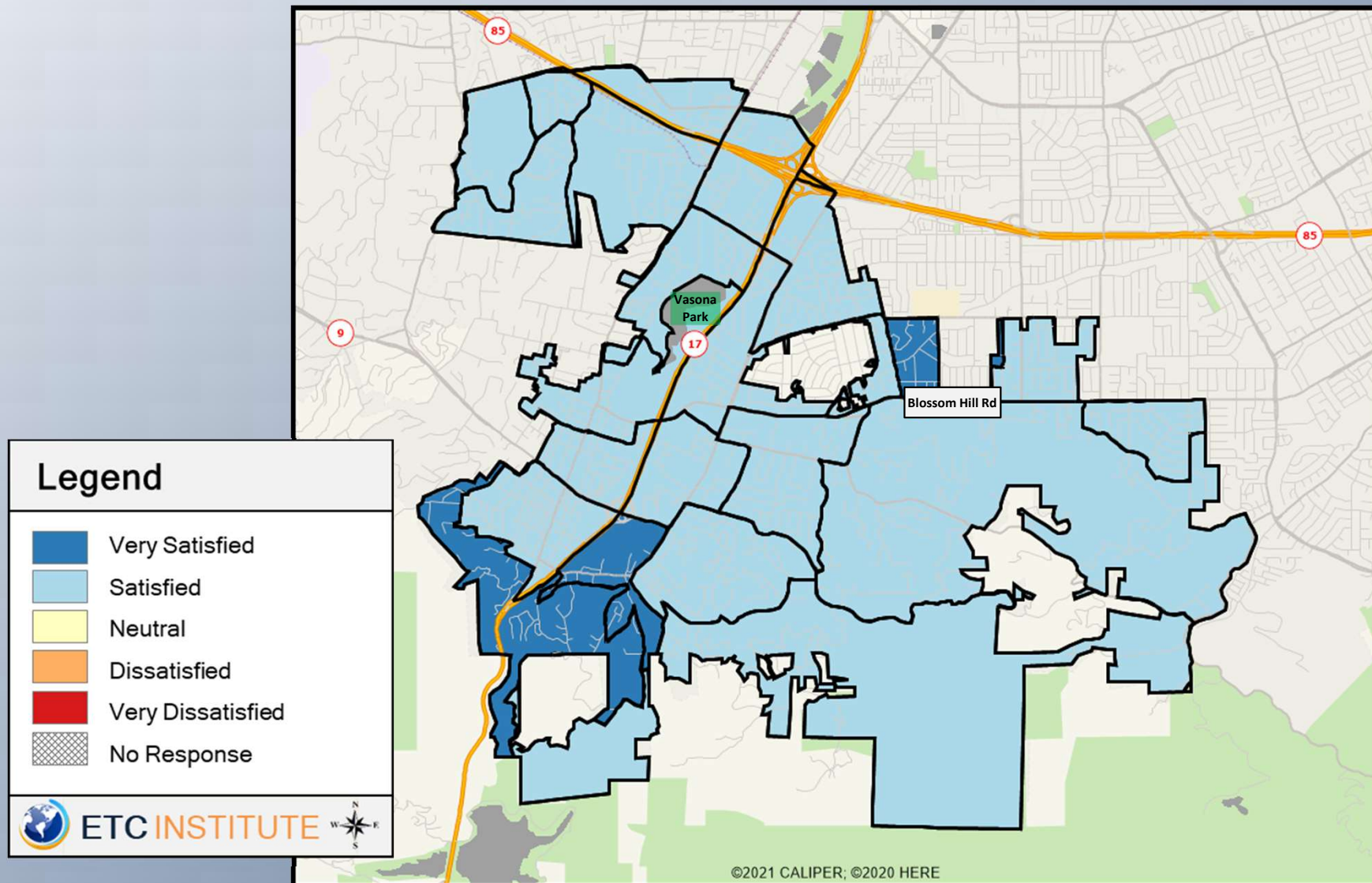
Q7-2. Level of satisfaction with the maintenance of streets in your neighborhood



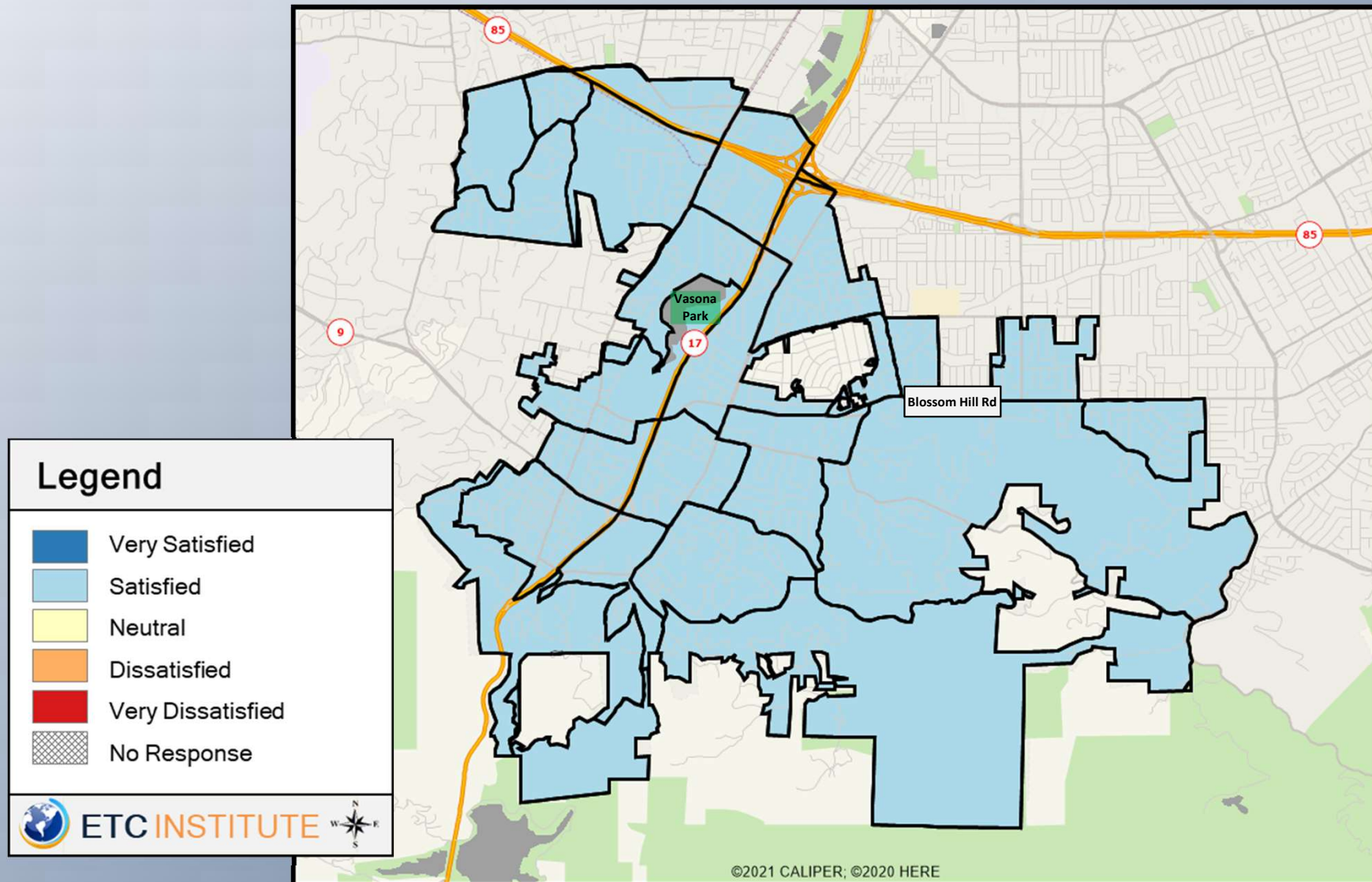
Q7-3. Level of satisfaction with the condition of sidewalks in the Town



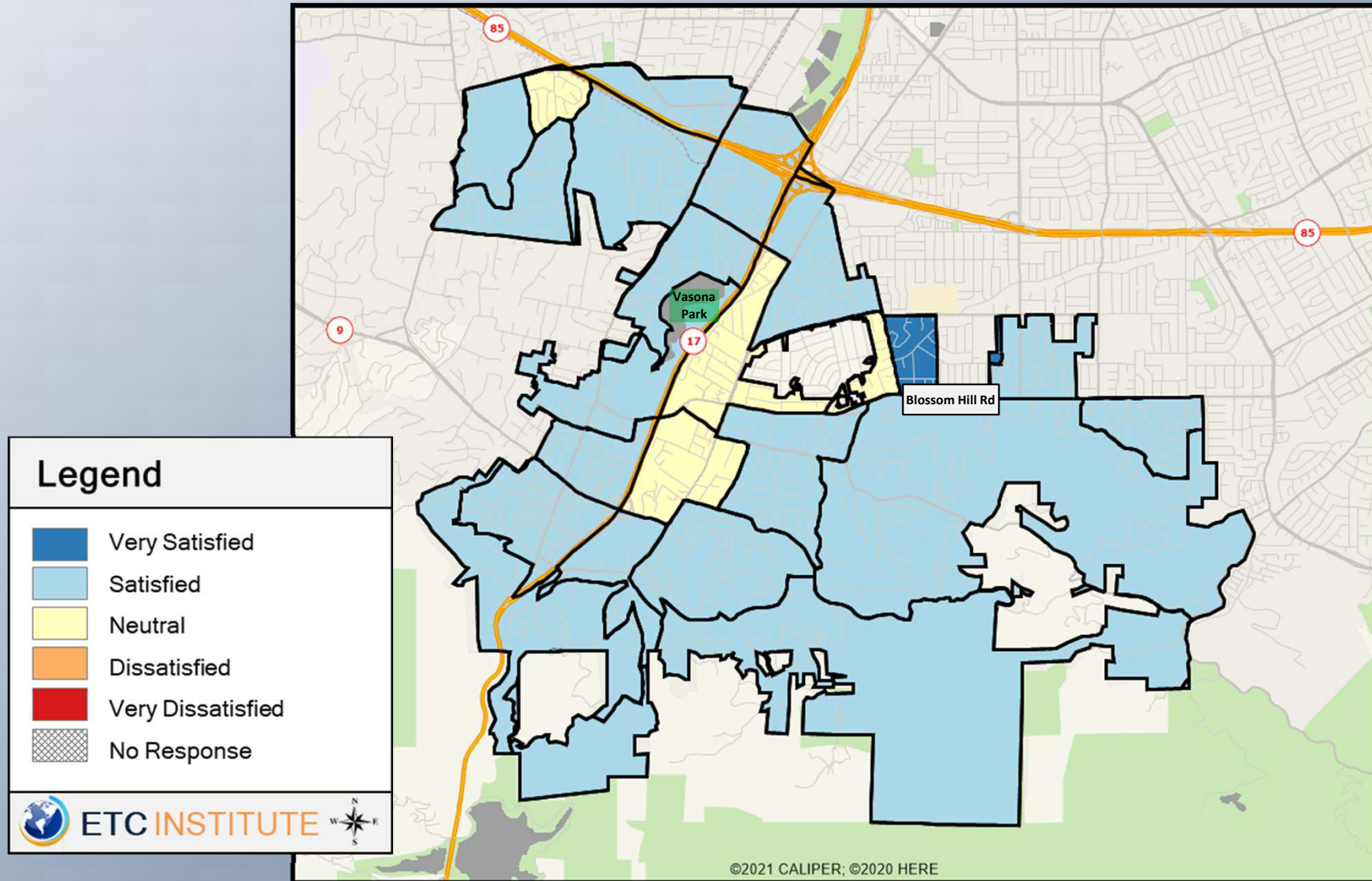
Q7-4. Level of satisfaction with the maintenance of street signs and traffic signals



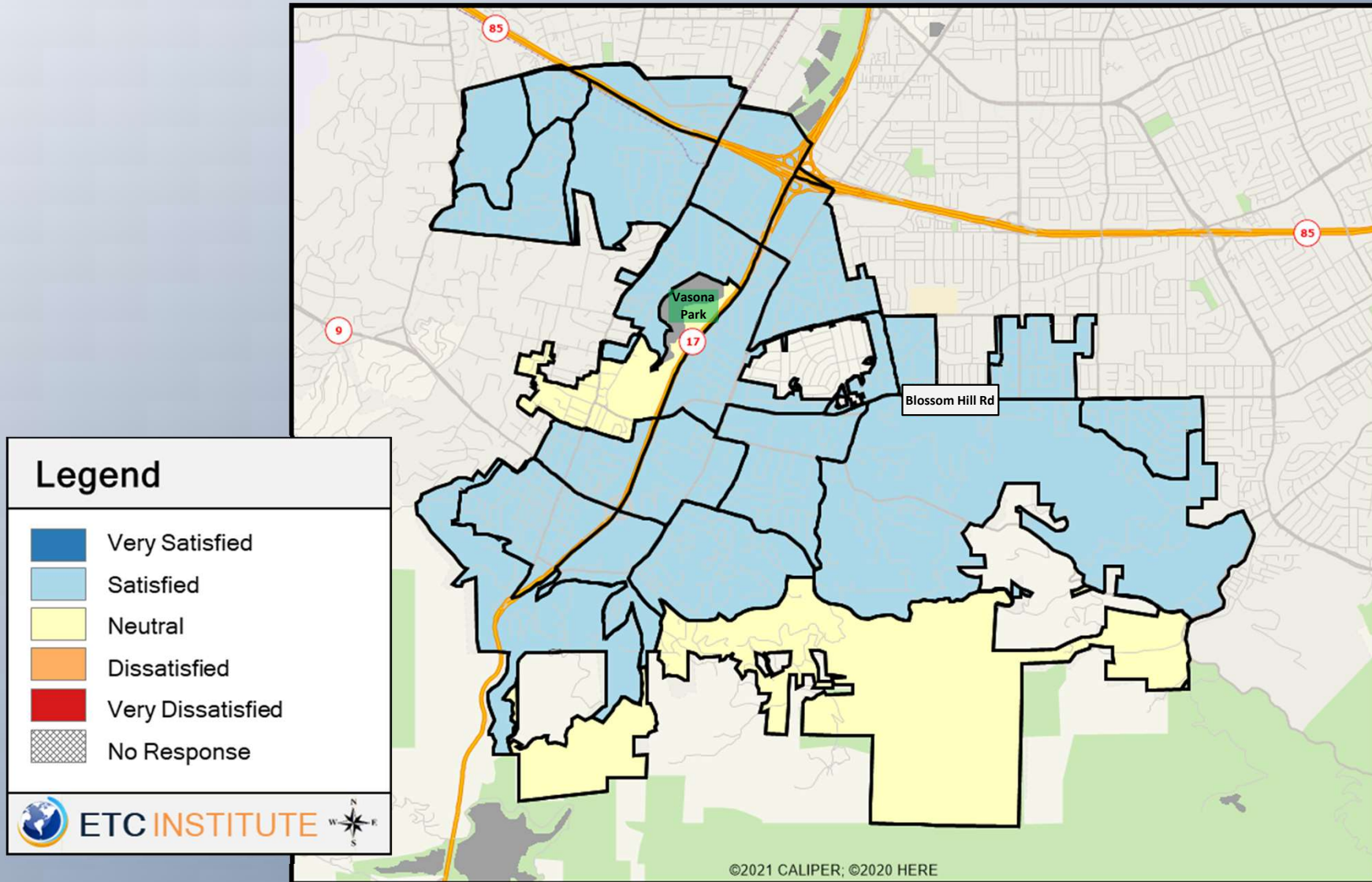
Q7-5. Level of satisfaction with the adequacy of Town street lighting



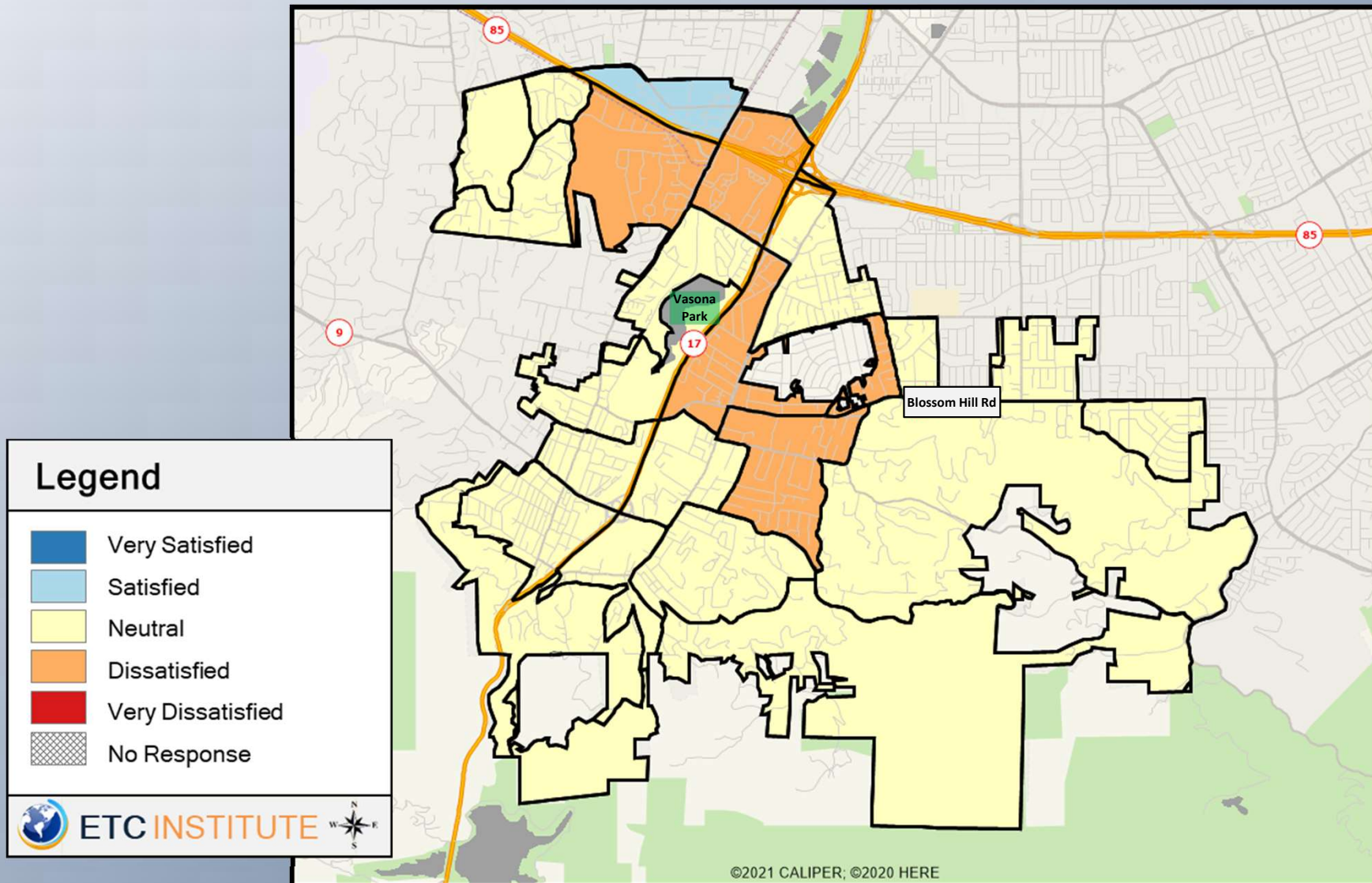
Q7-6. Level of satisfaction with the accessibility of streets, sidewalks, and buildings for people with disabilities



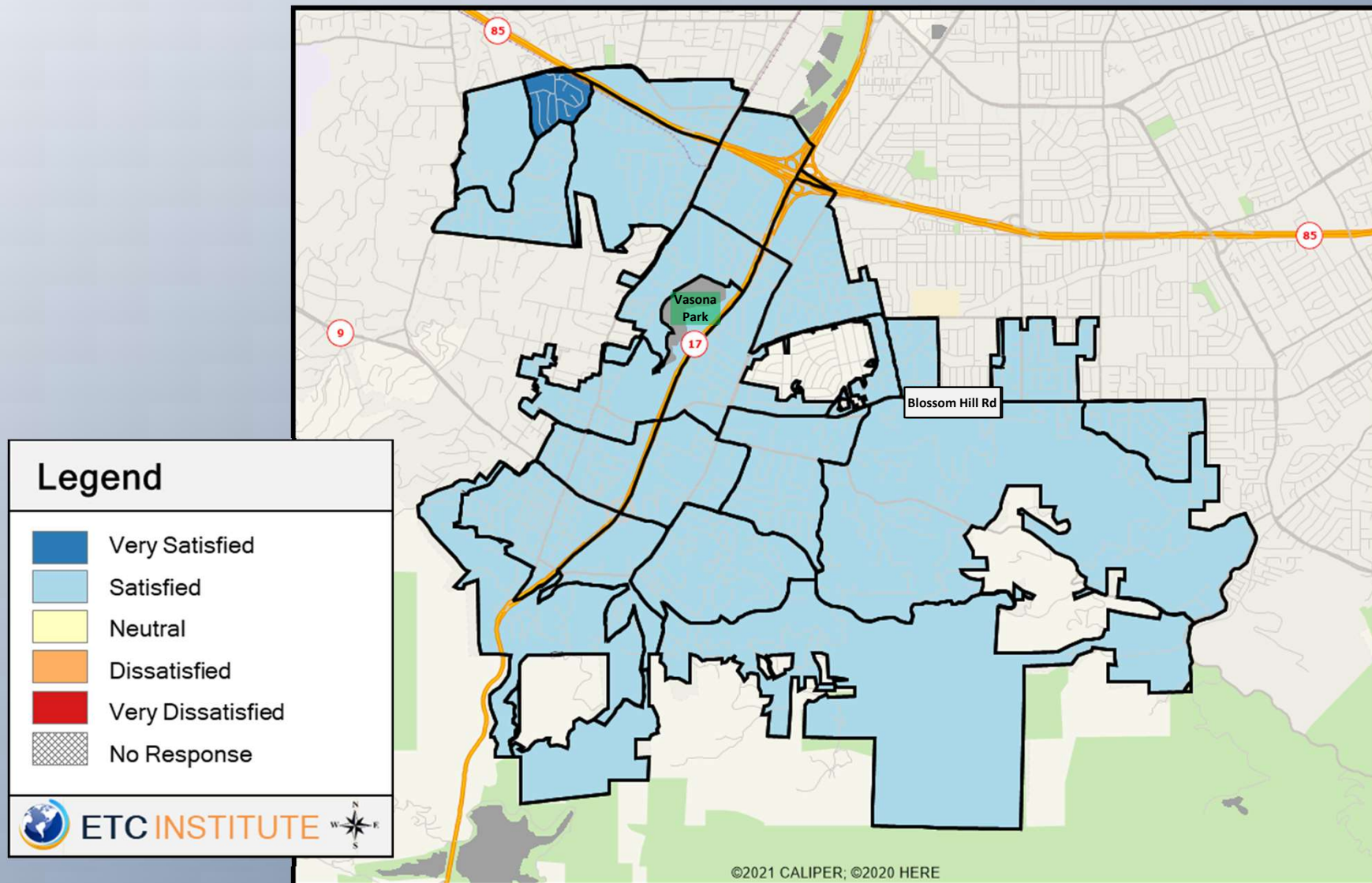
Q7-7. Level of satisfaction with the quality of on-street bicycle infrastructure (bike lanes/wayfinding signs)



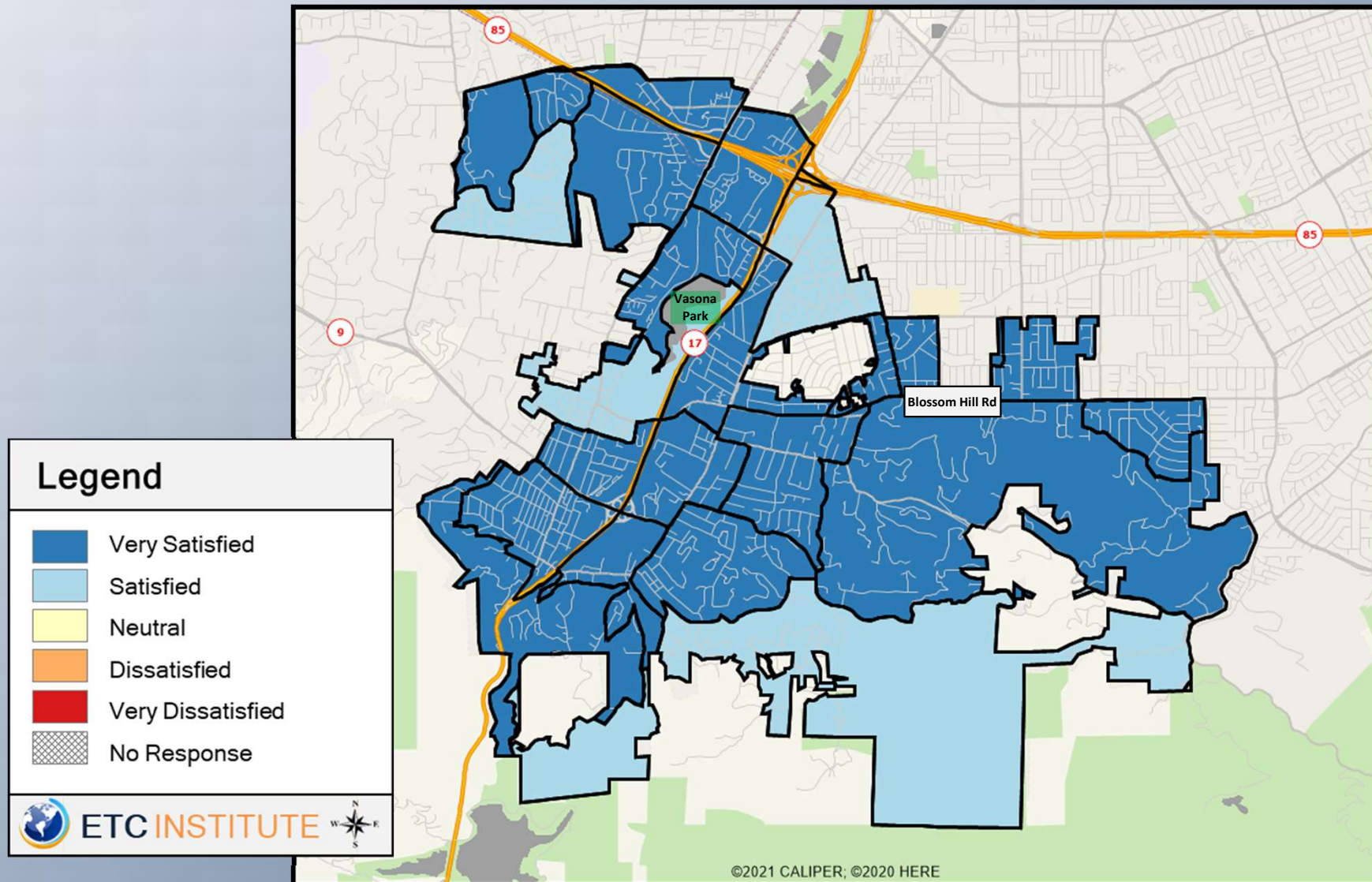
Q7-8. Level of satisfaction with the flow of traffic on Town streets



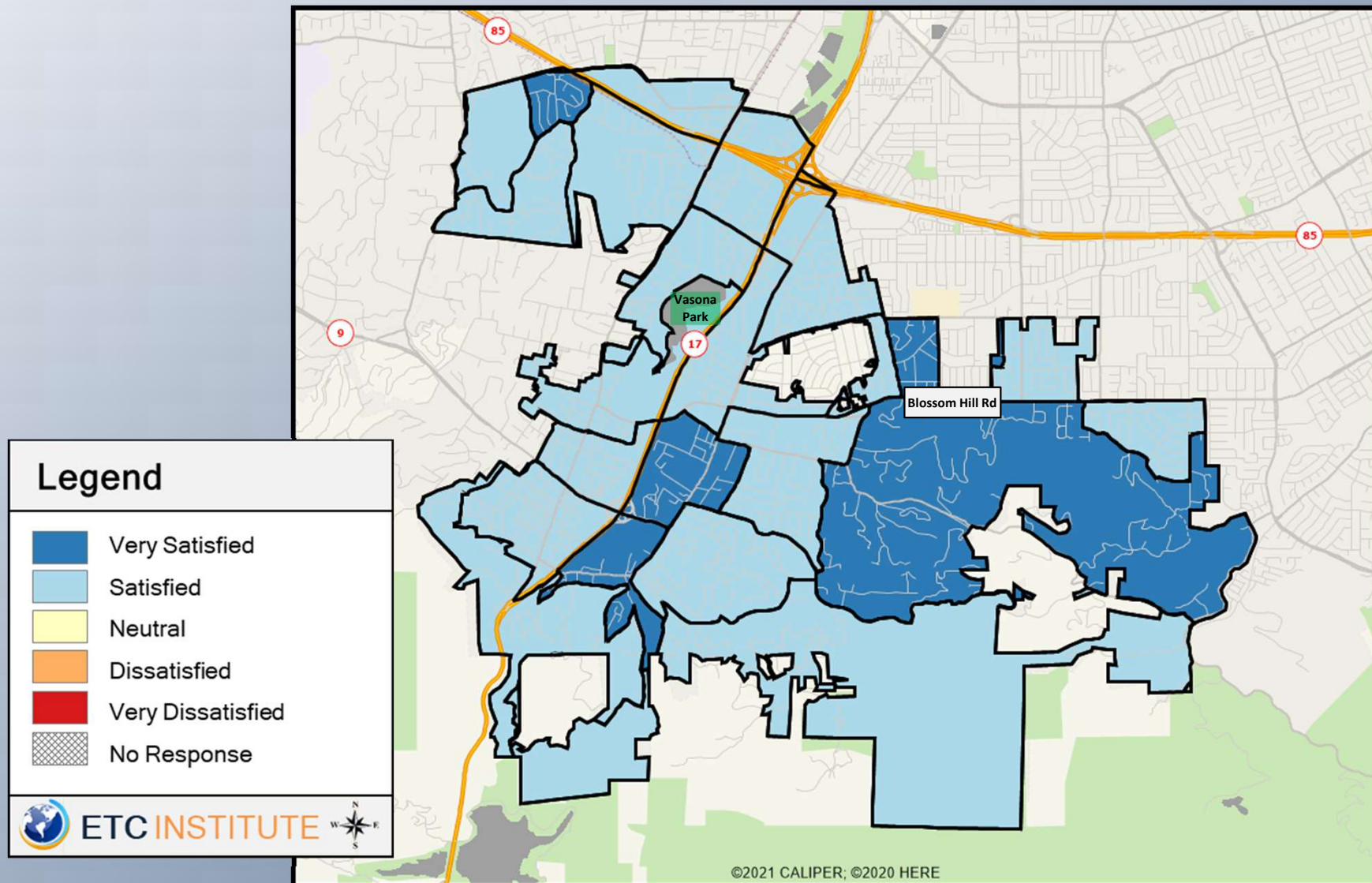
Q7-9. Level of satisfaction with the overall cleanliness of Town streets and other public areas



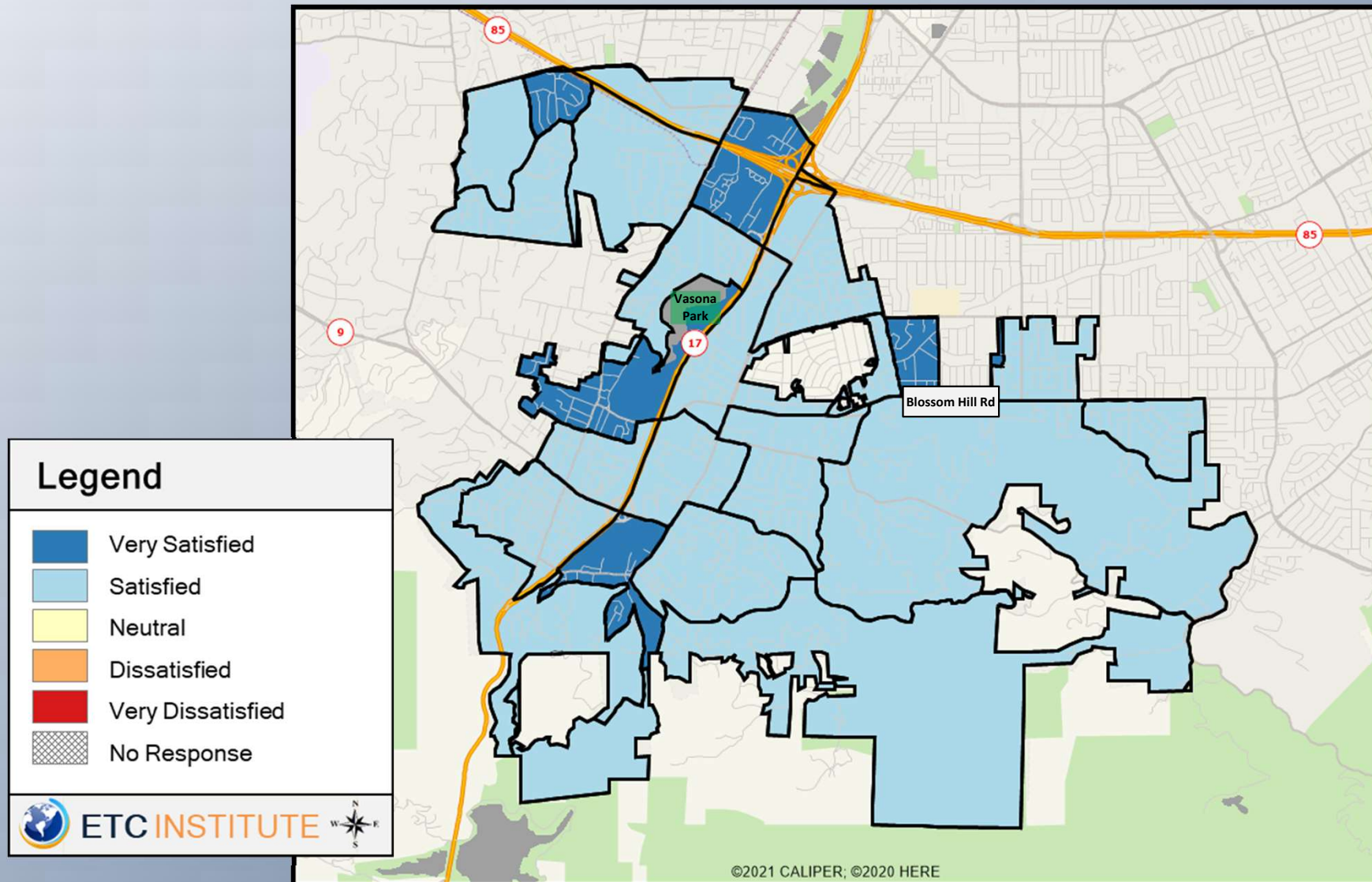
Q9-1. Level of satisfaction with the maintenance of Town parks



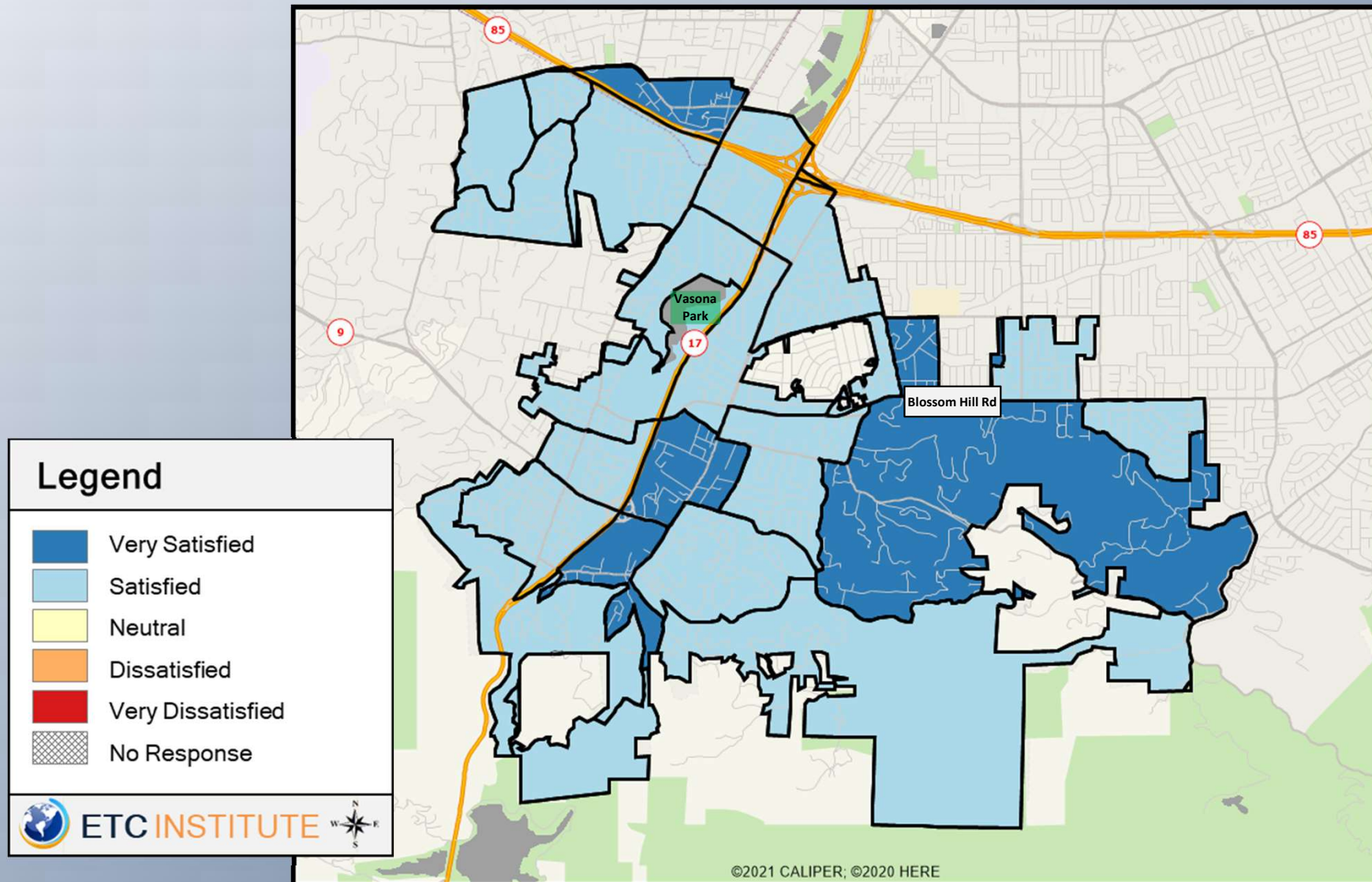
Q9-2. Level of satisfaction with the quality of other recreation facilities - tennis/pickleball courts



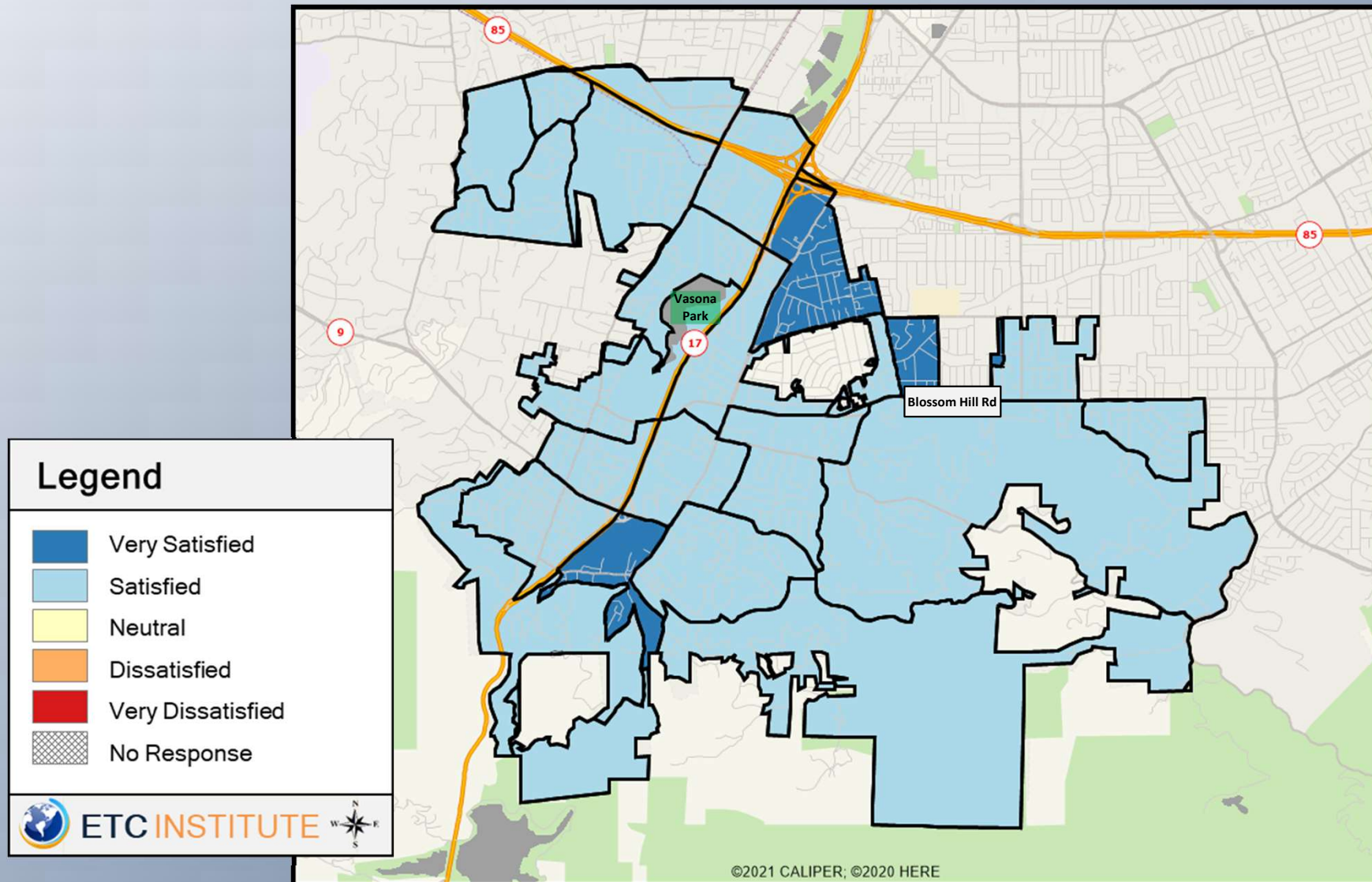
Q9-3. Level of satisfaction with the quality of customer service from Parks employees



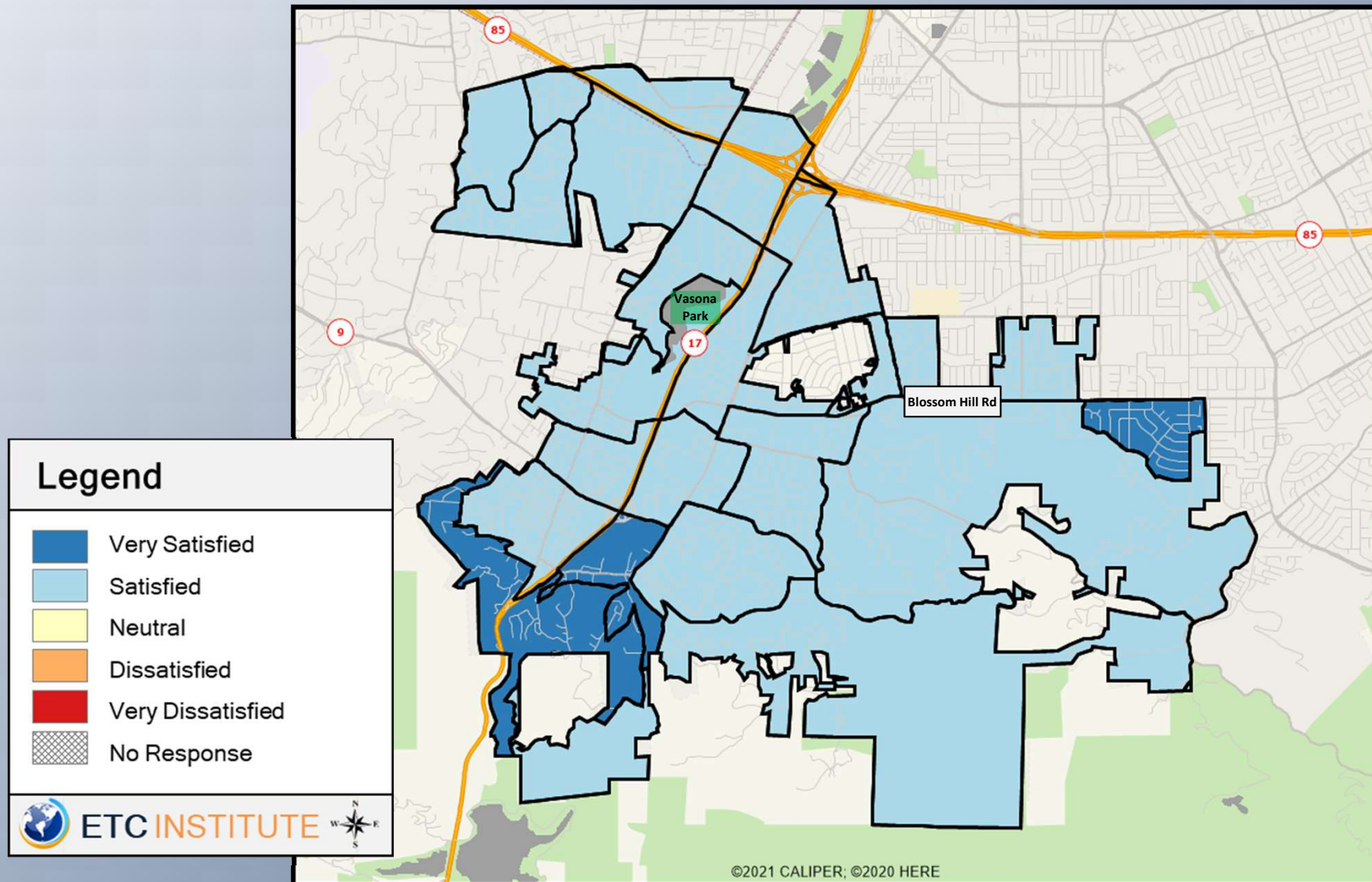
Q9-4. Level of satisfaction with the quality of facilities such as picnic areas and playgrounds in Town parks



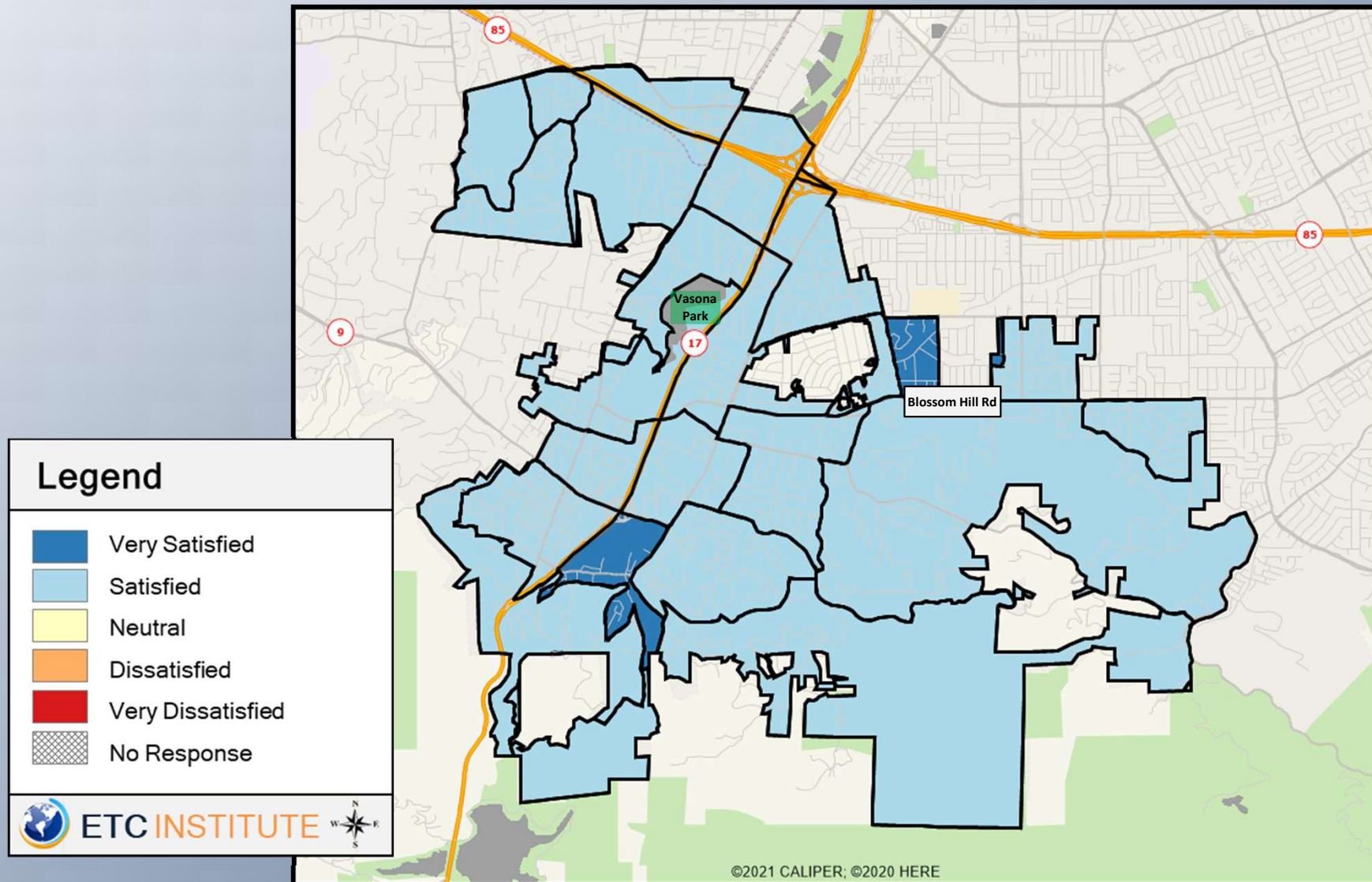
Q9-5. Level of satisfaction with the quality of Town outdoor athletic fields (e.g., baseball and soccer)



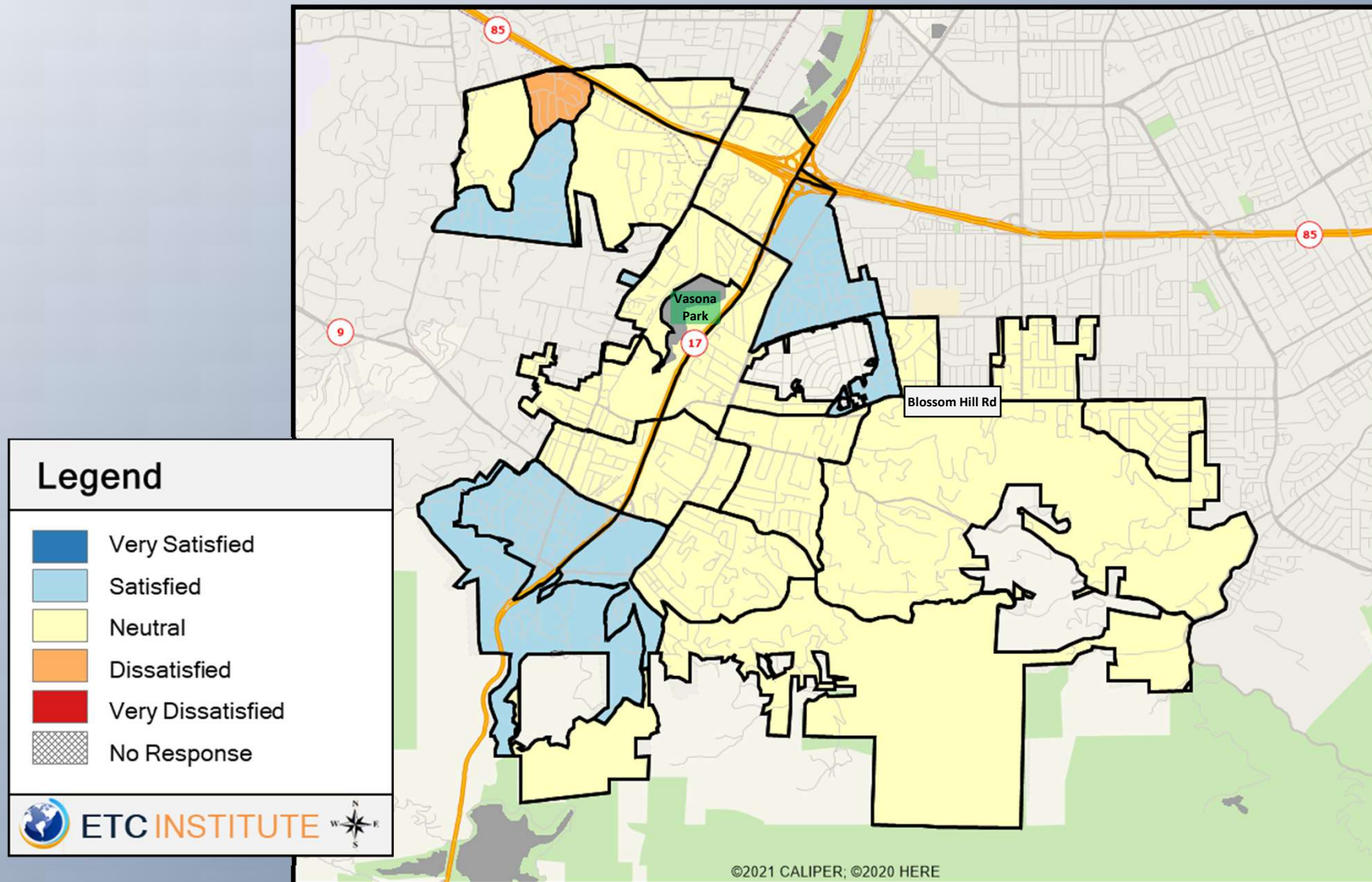
Q9-6. Level of satisfaction with walking and biking trails in the Town



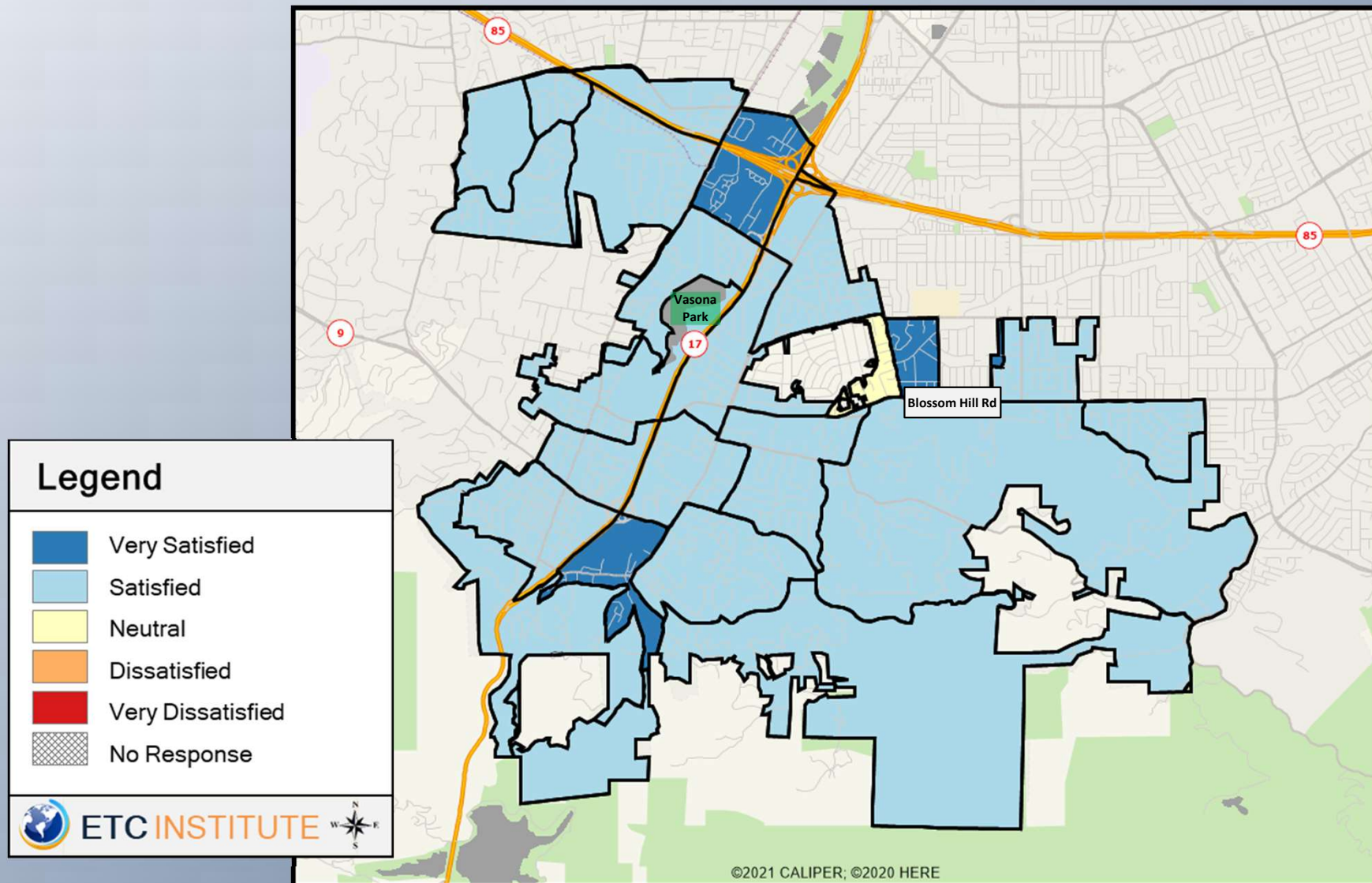
Q11-1. Level of satisfaction with the accessibility of healthy food that you can afford



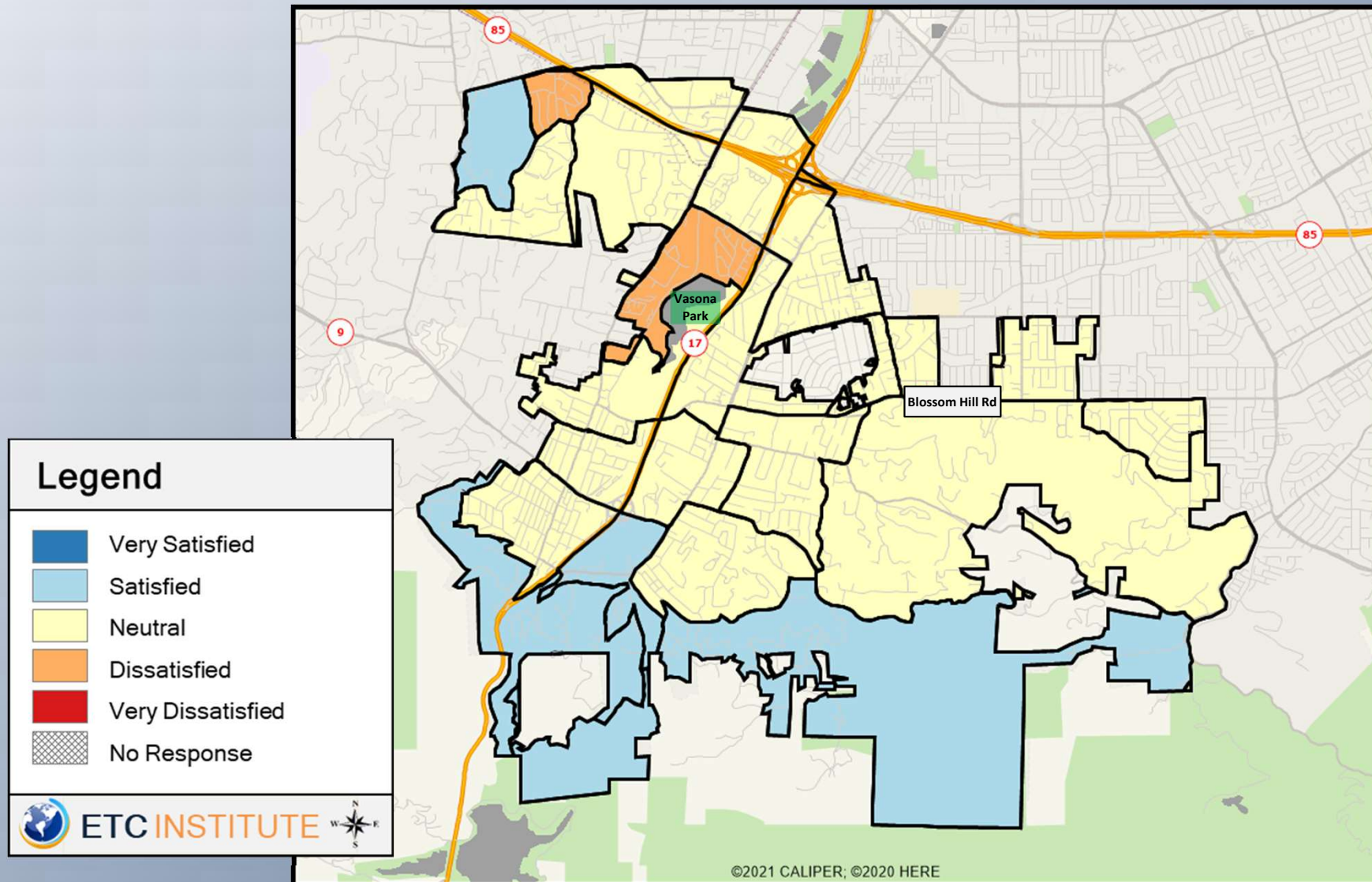
Q11-2. Level of satisfaction with the accessibility of quality childcare that you can afford



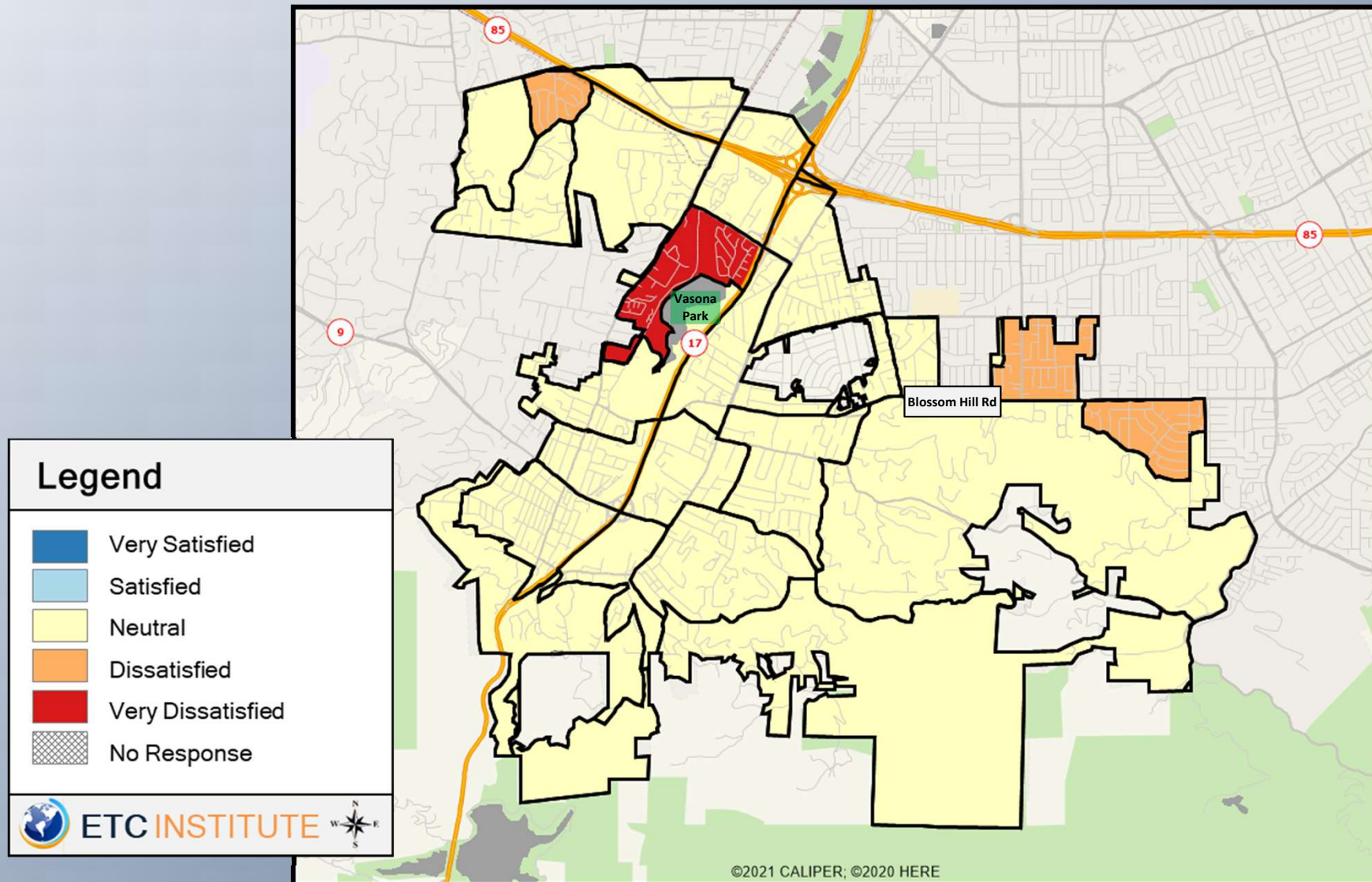
Q11-3. Level of satisfaction with the accessibility of quality health care that you can afford



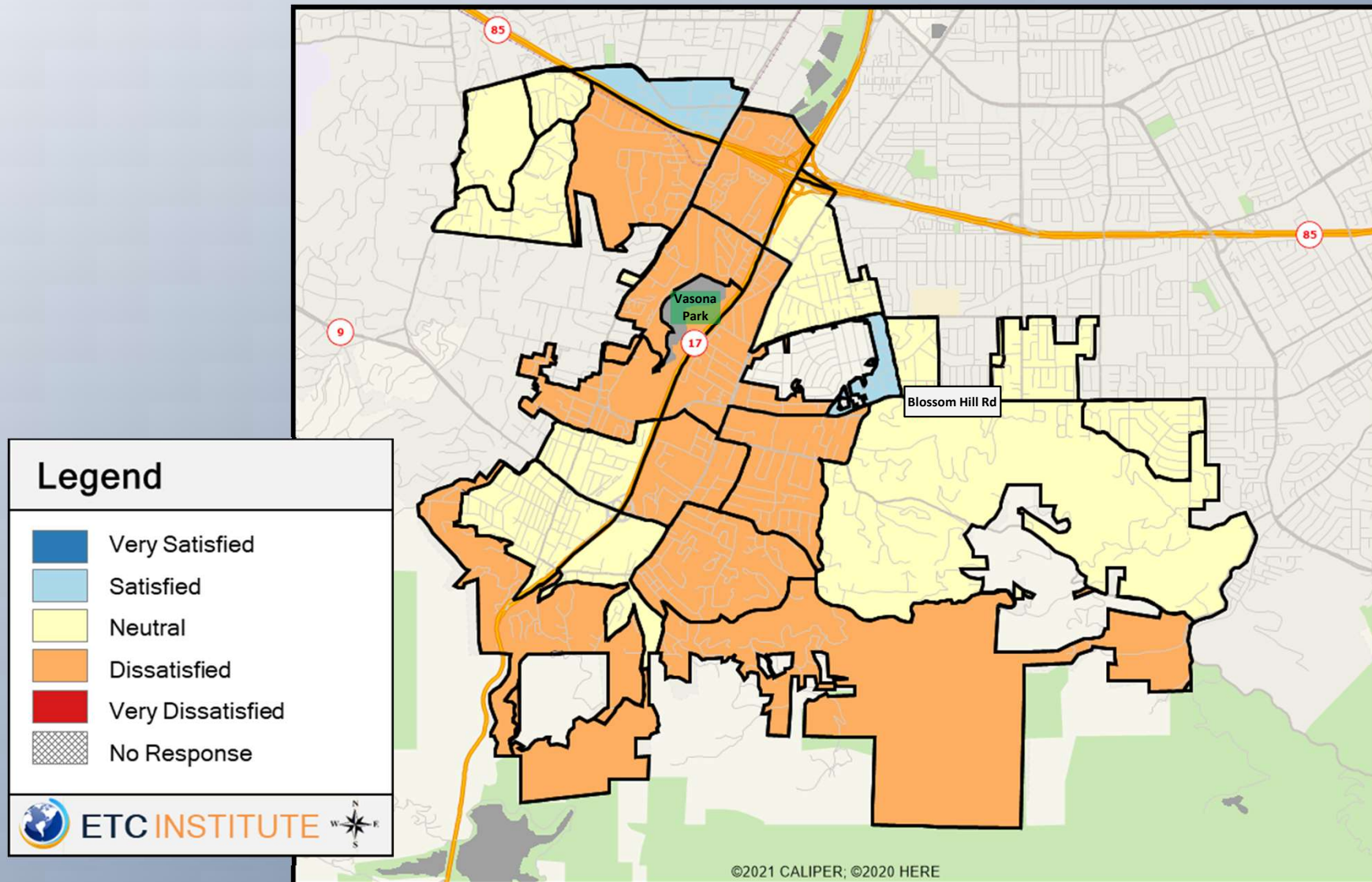
Q11-4. Level of satisfaction with the accessibility of quality housing you can afford



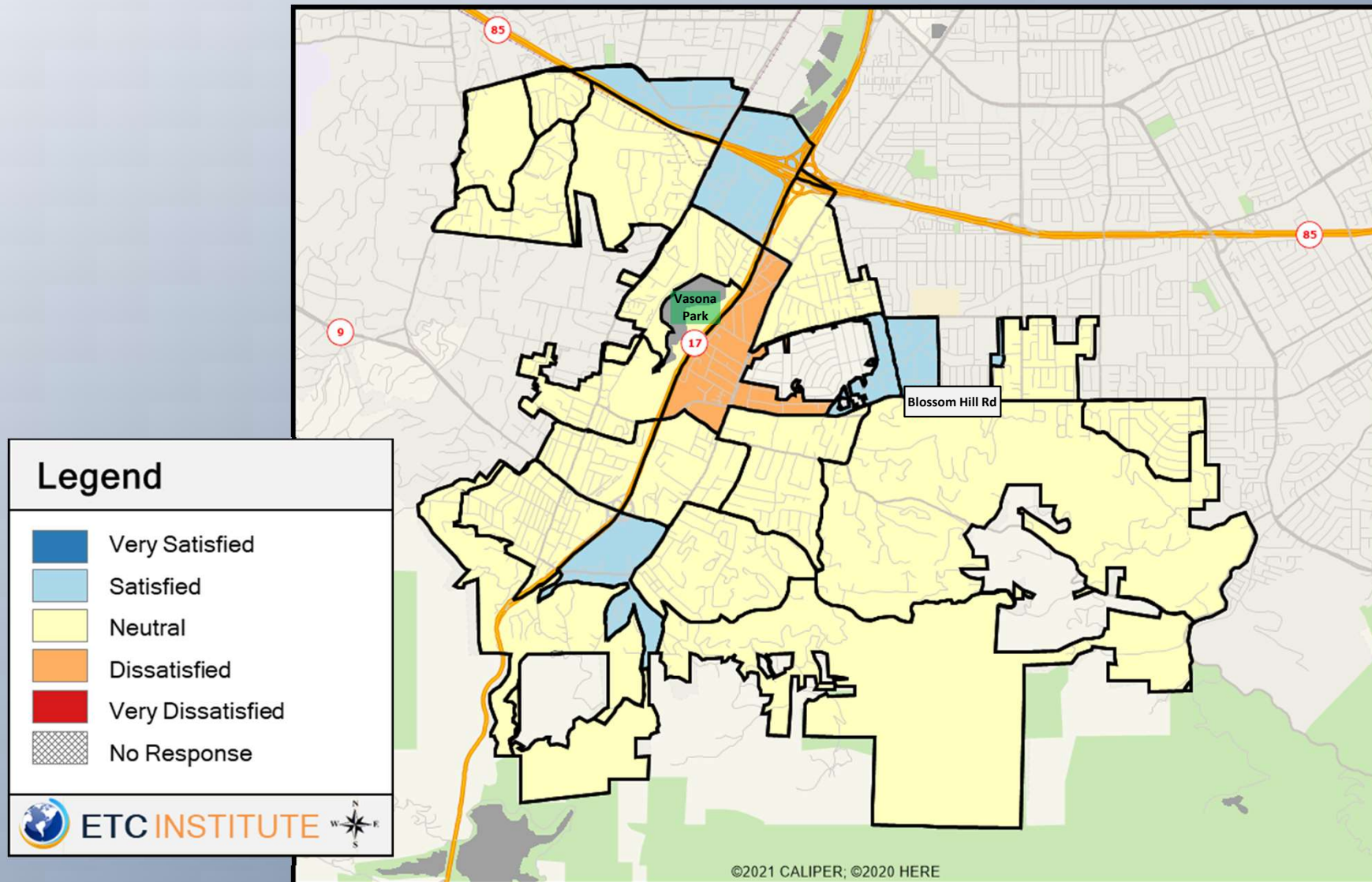
Q11-5. Level of satisfaction with the availability of adequate and affordable housing units



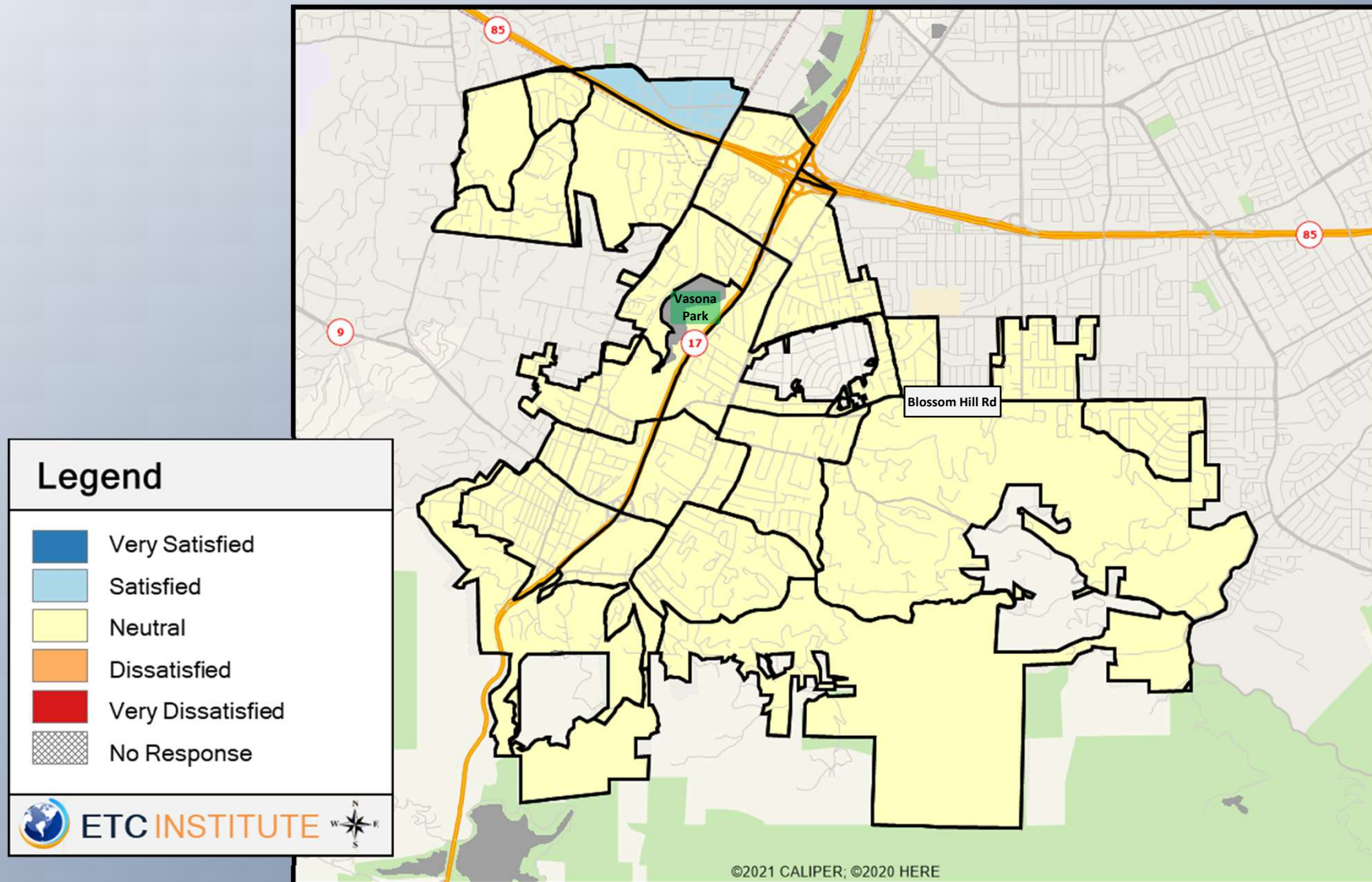
Q11-6. Level of satisfaction with how well the Town is managing growth



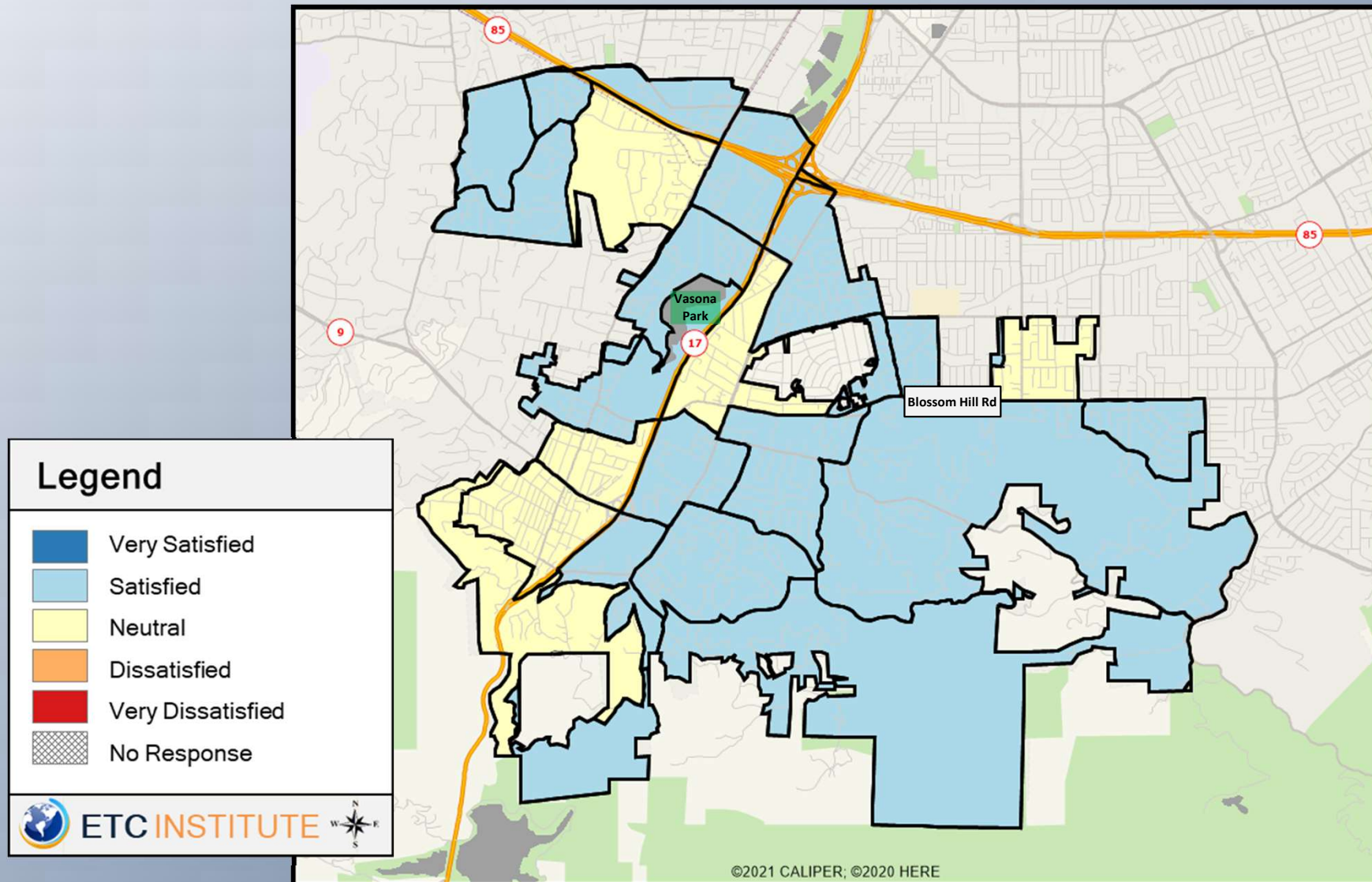
Q11-7. Level of satisfaction with the support for entrepreneurs and small business owners available in the Town



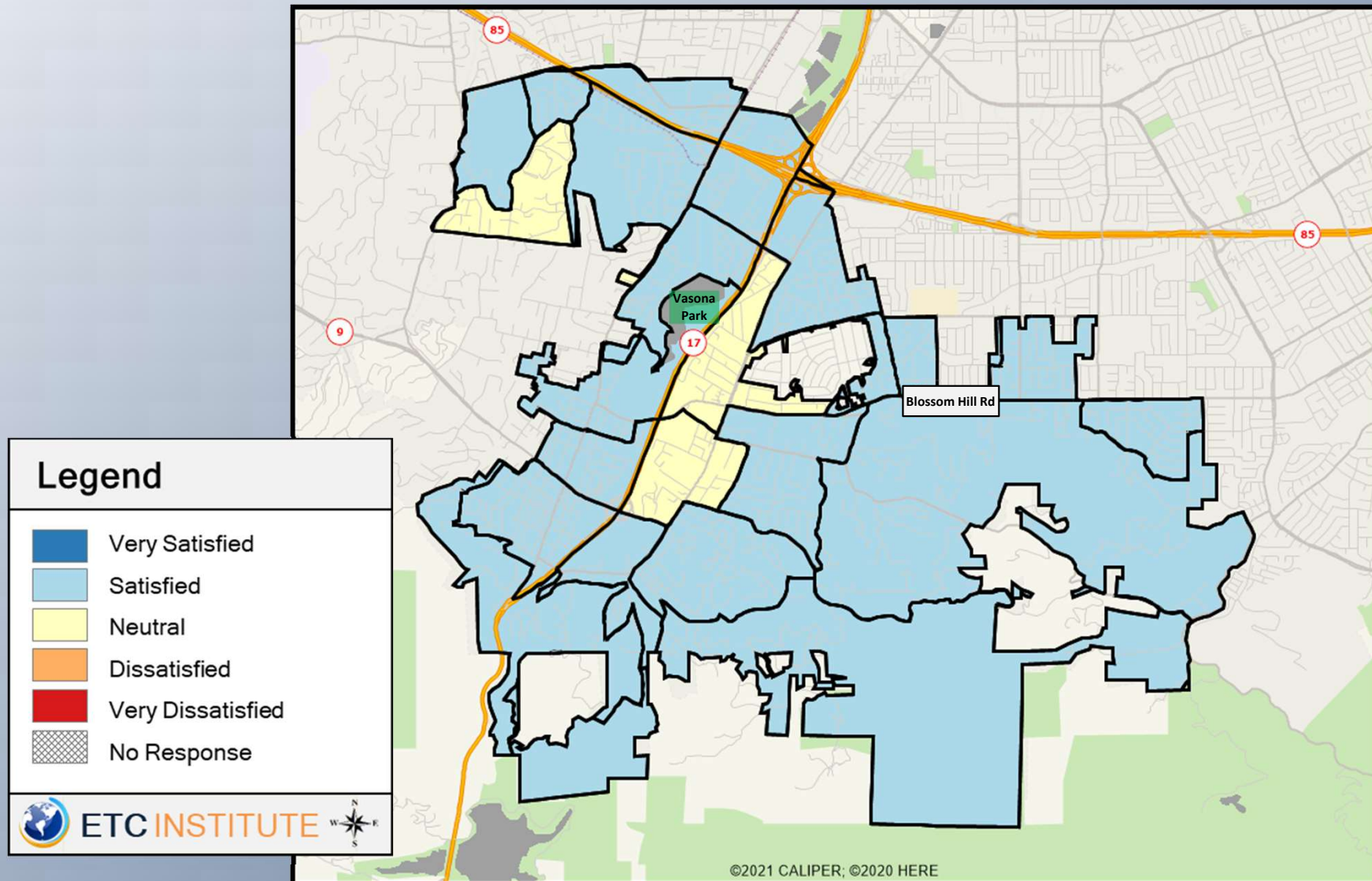
Q11-8. Level of satisfaction with the Town's efforts to attract new business and tourism



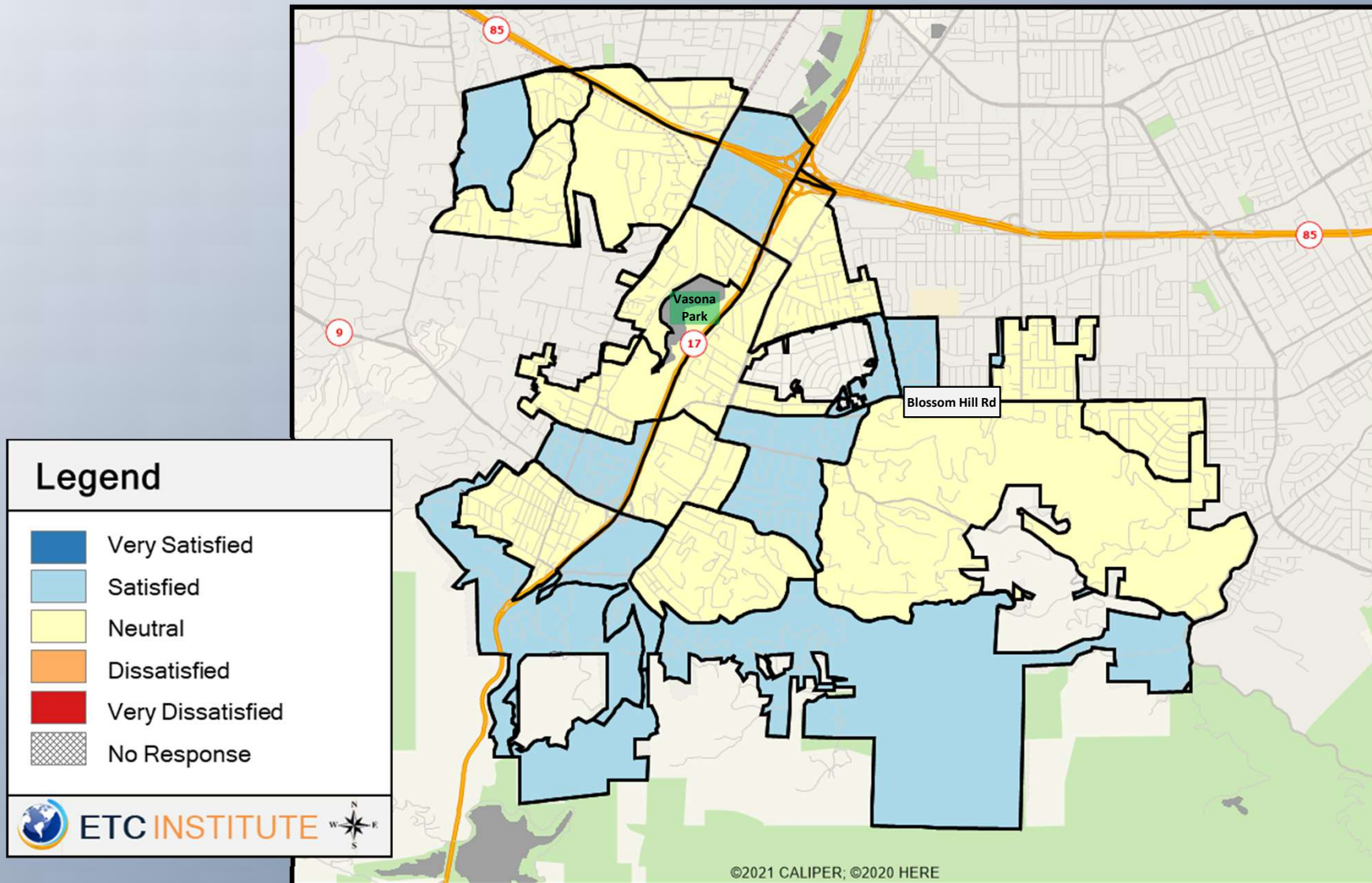
Q11-9. Level of satisfaction with the qualified workforce



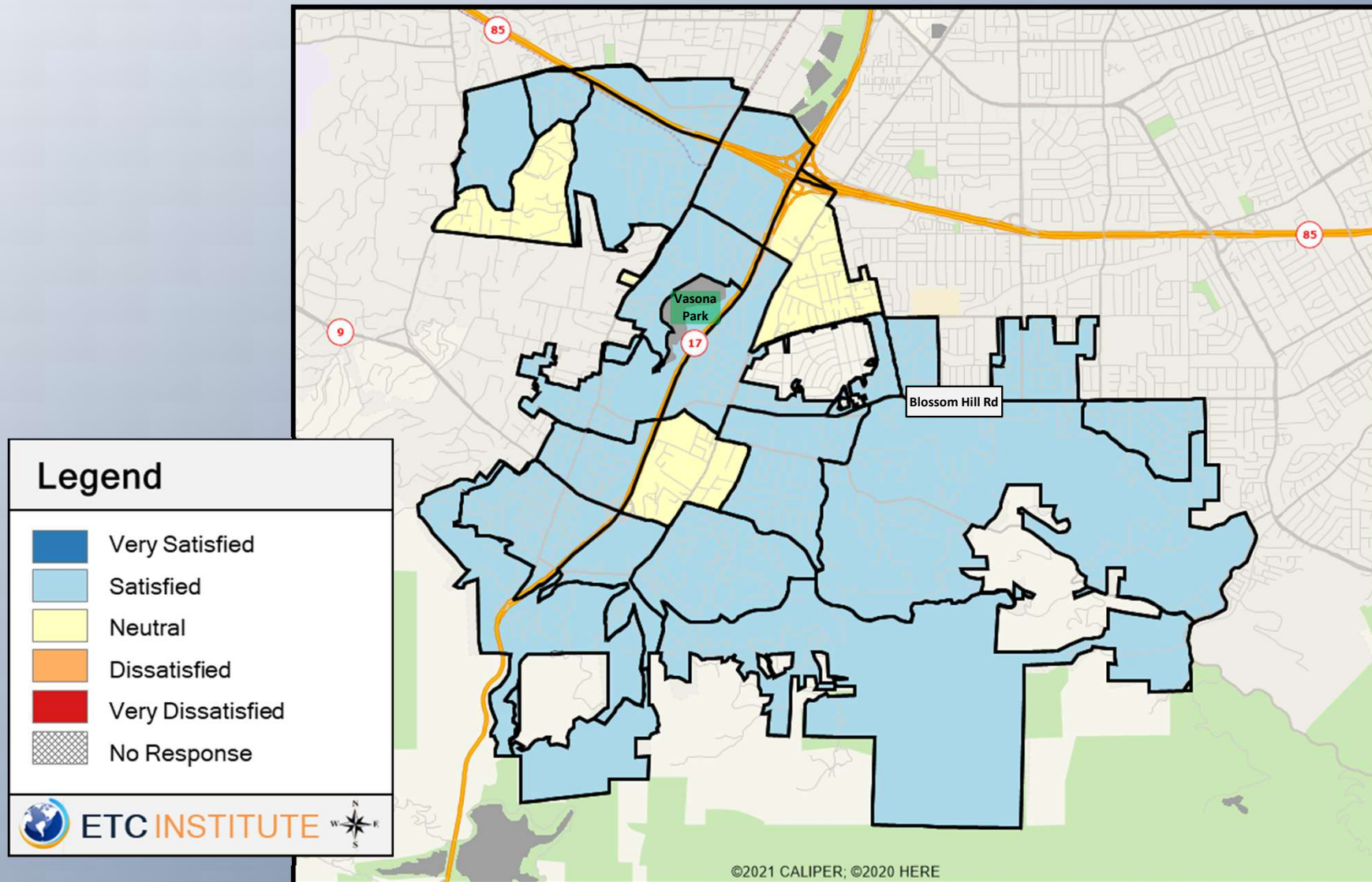
Q16-1. Level of satisfaction with the accessibility to information about Town Council, Boards, and Commissions meetings (schedules, agendas, videos, audio recordings)



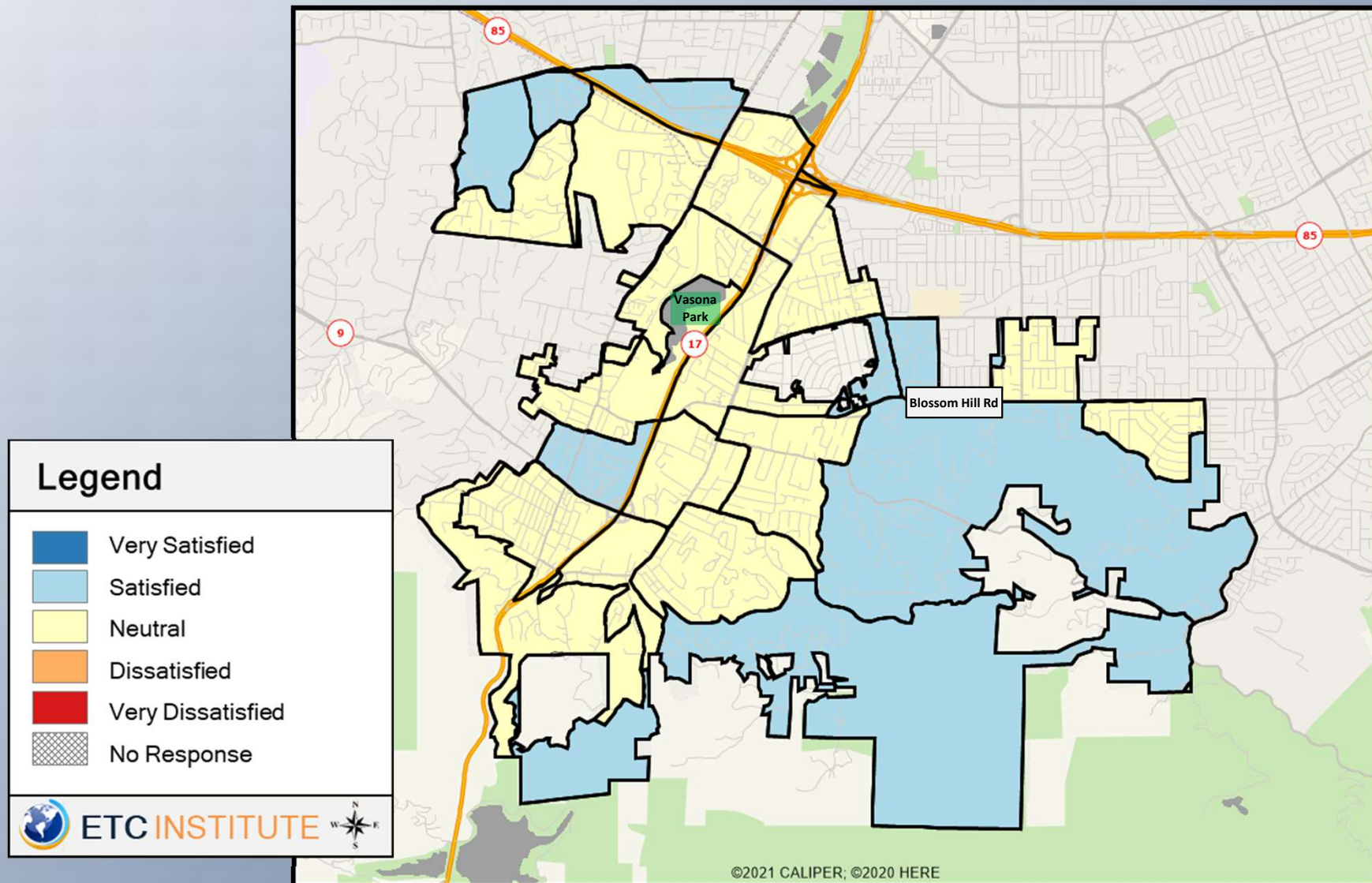
Q16-2. Level of satisfaction with the accessibility of Finance and Budget information



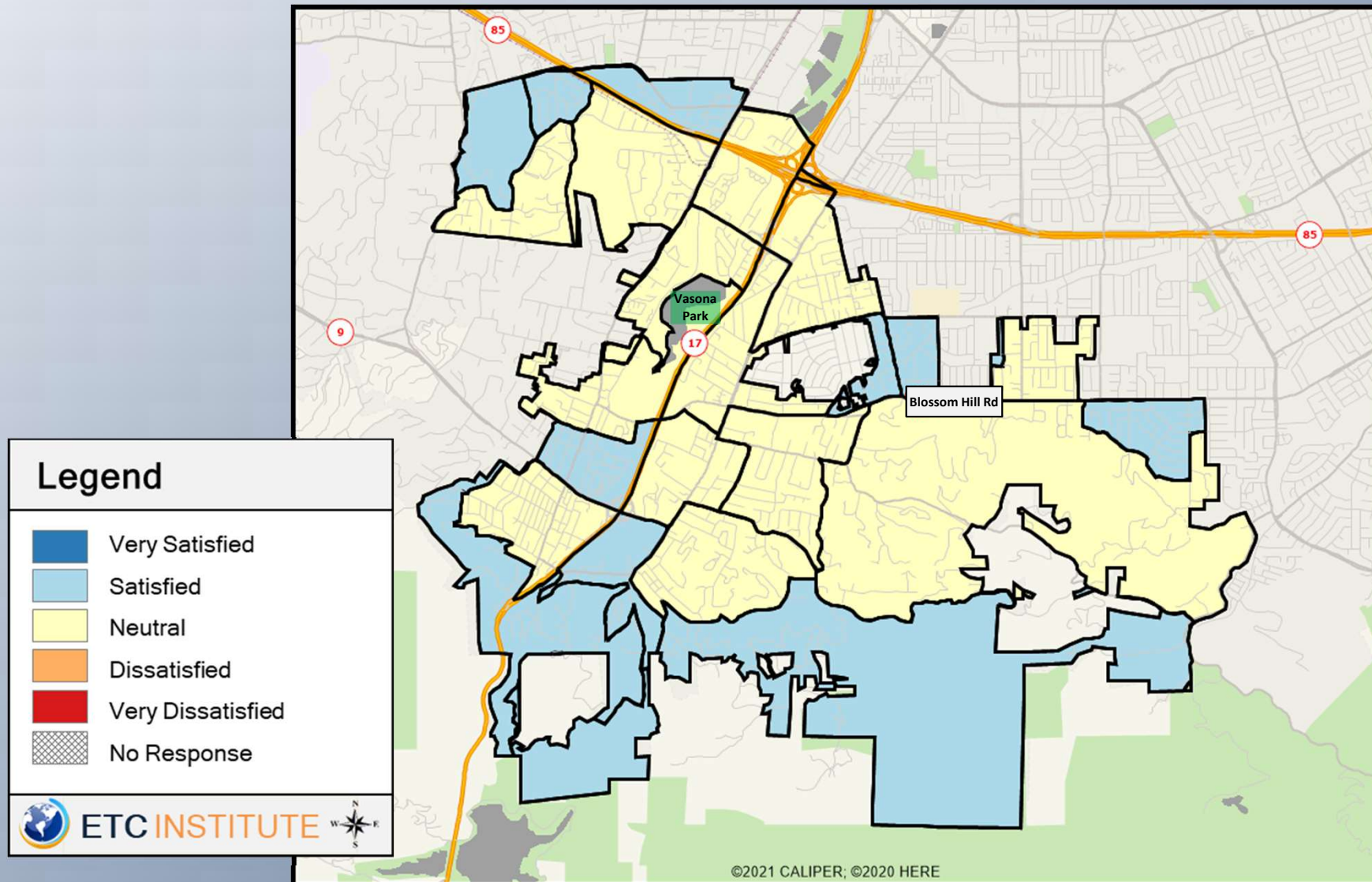
Q16-3. Level of satisfaction with the availability of information about Town programs and services



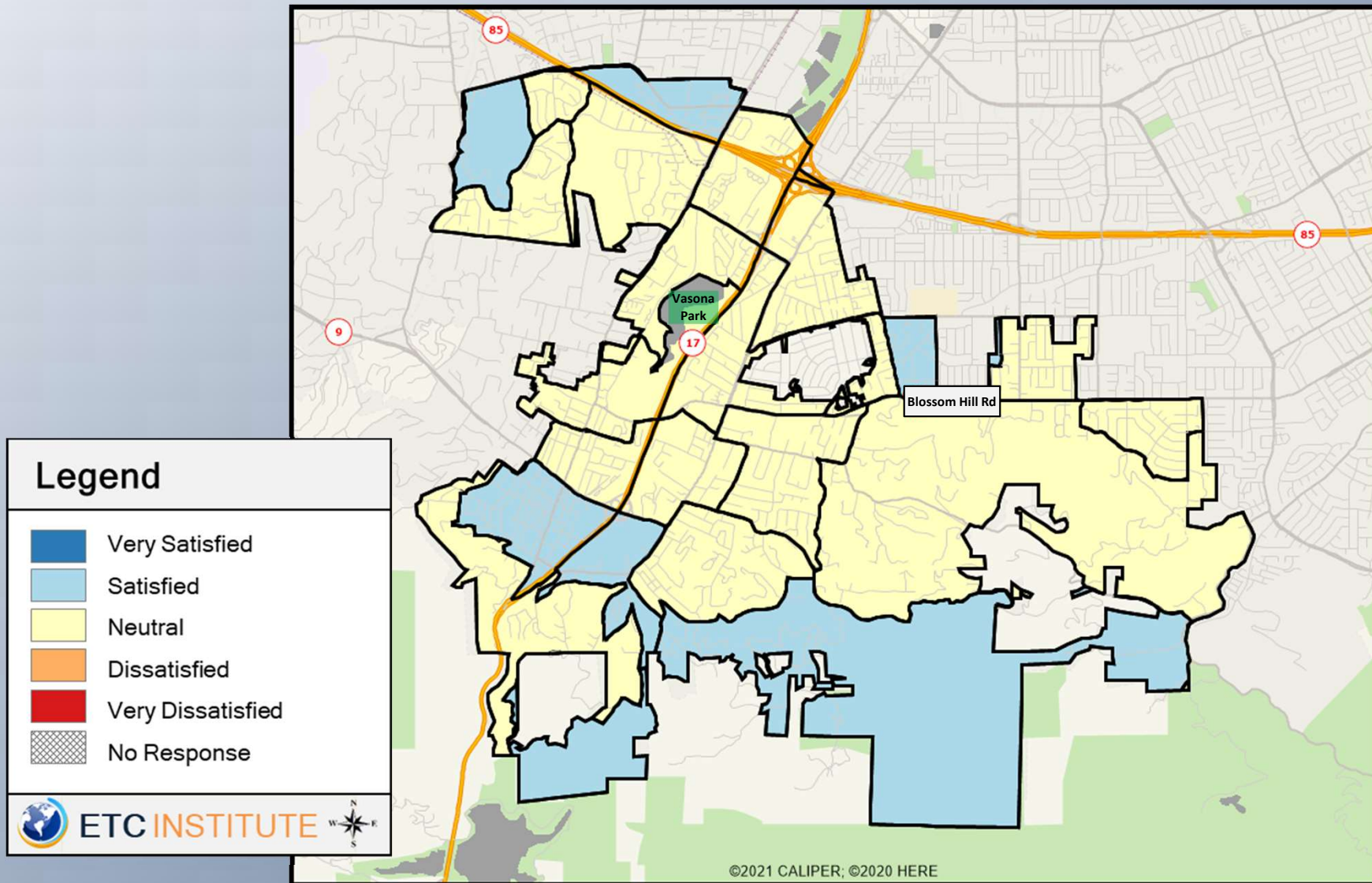
Q16-4. Level of satisfaction with the efforts by the Town to keep residents informed about local issues



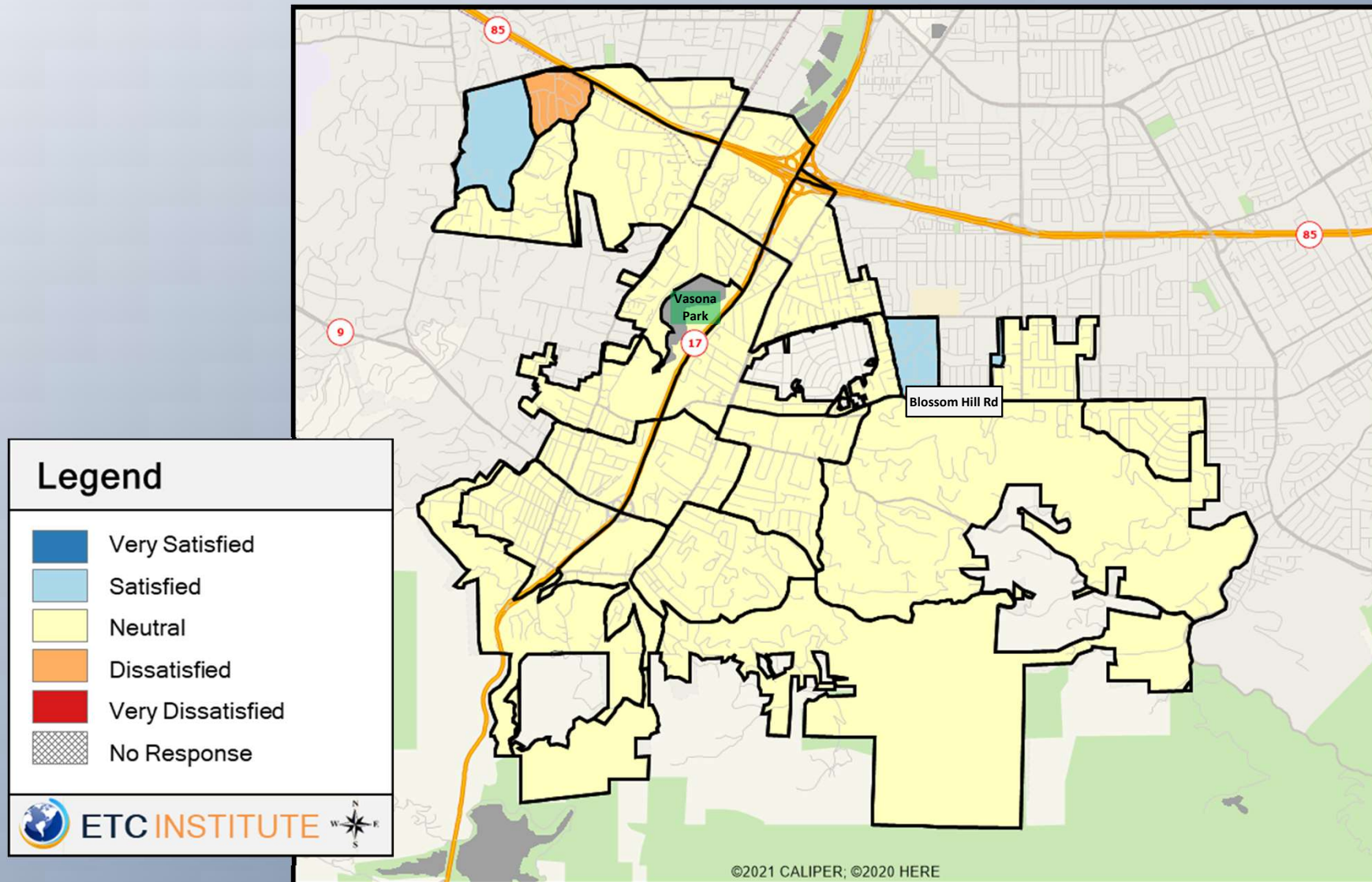
Q16-5. Level of satisfaction with the timeliness of information provided by the Town



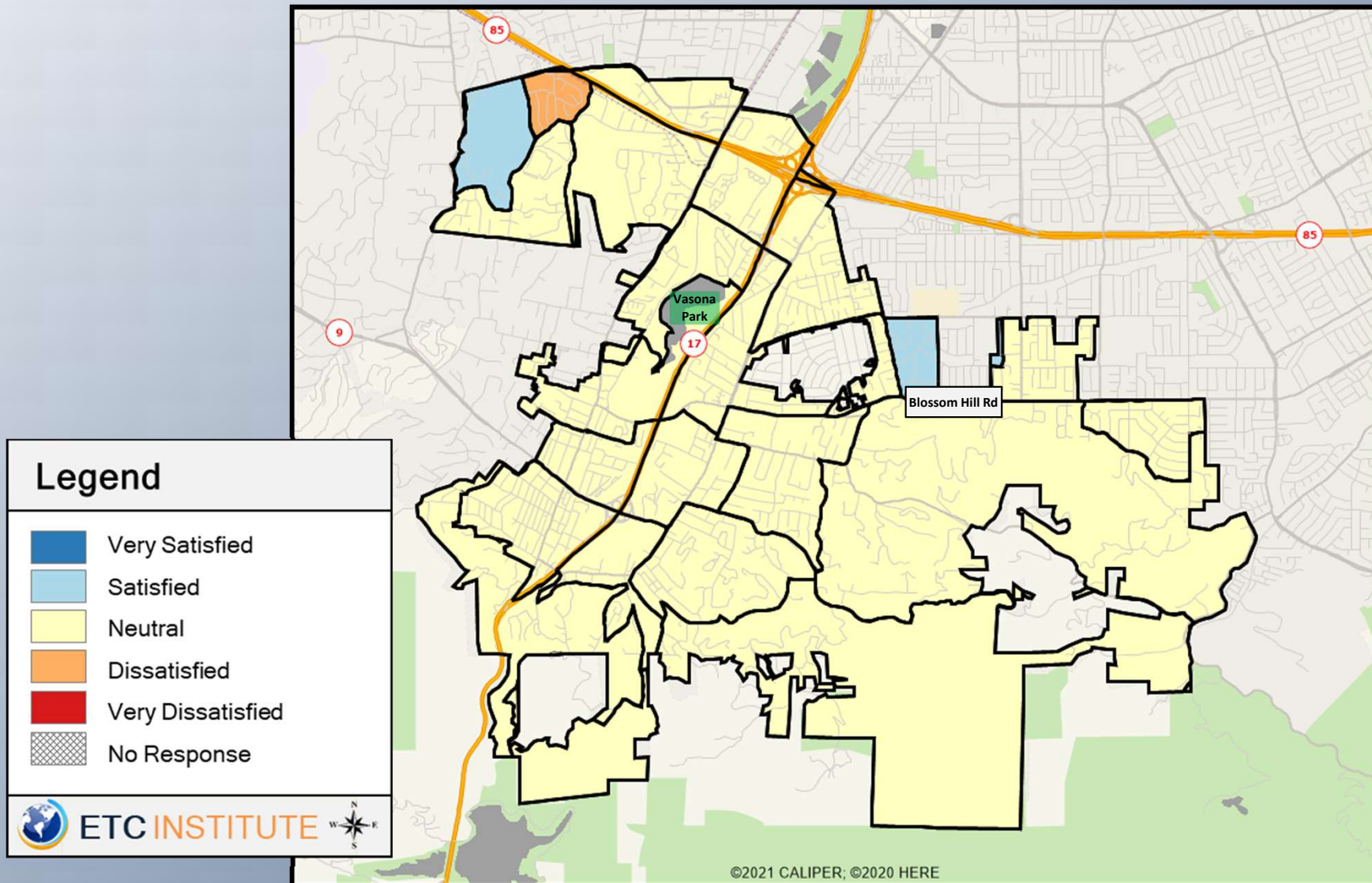
Q16-6. Level of satisfaction with the opportunity to engage/provide input into decisions made by Elected Officials



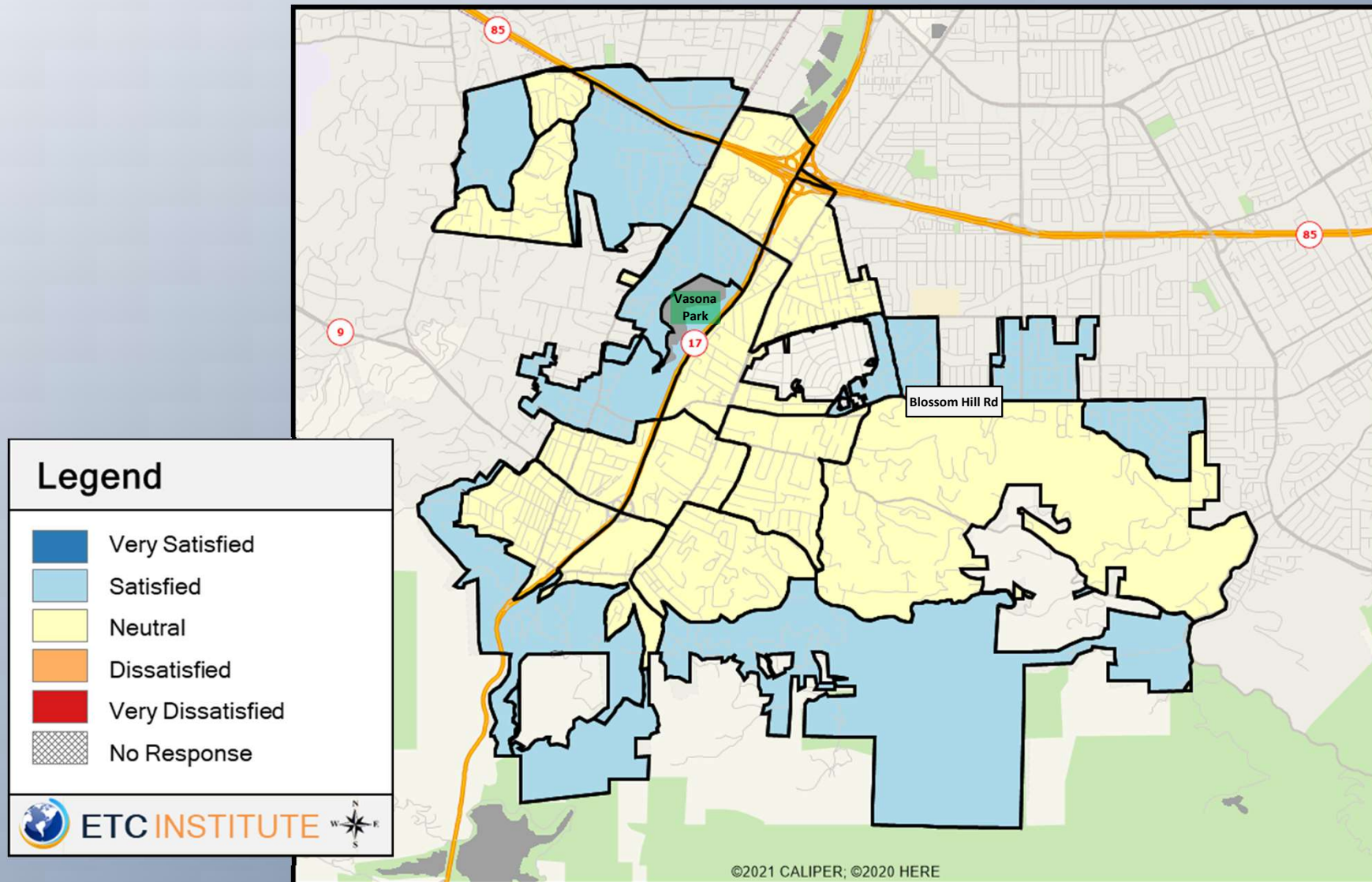
Q16-7. Level of satisfaction with the opportunity to engage in improvements in my neighborhood



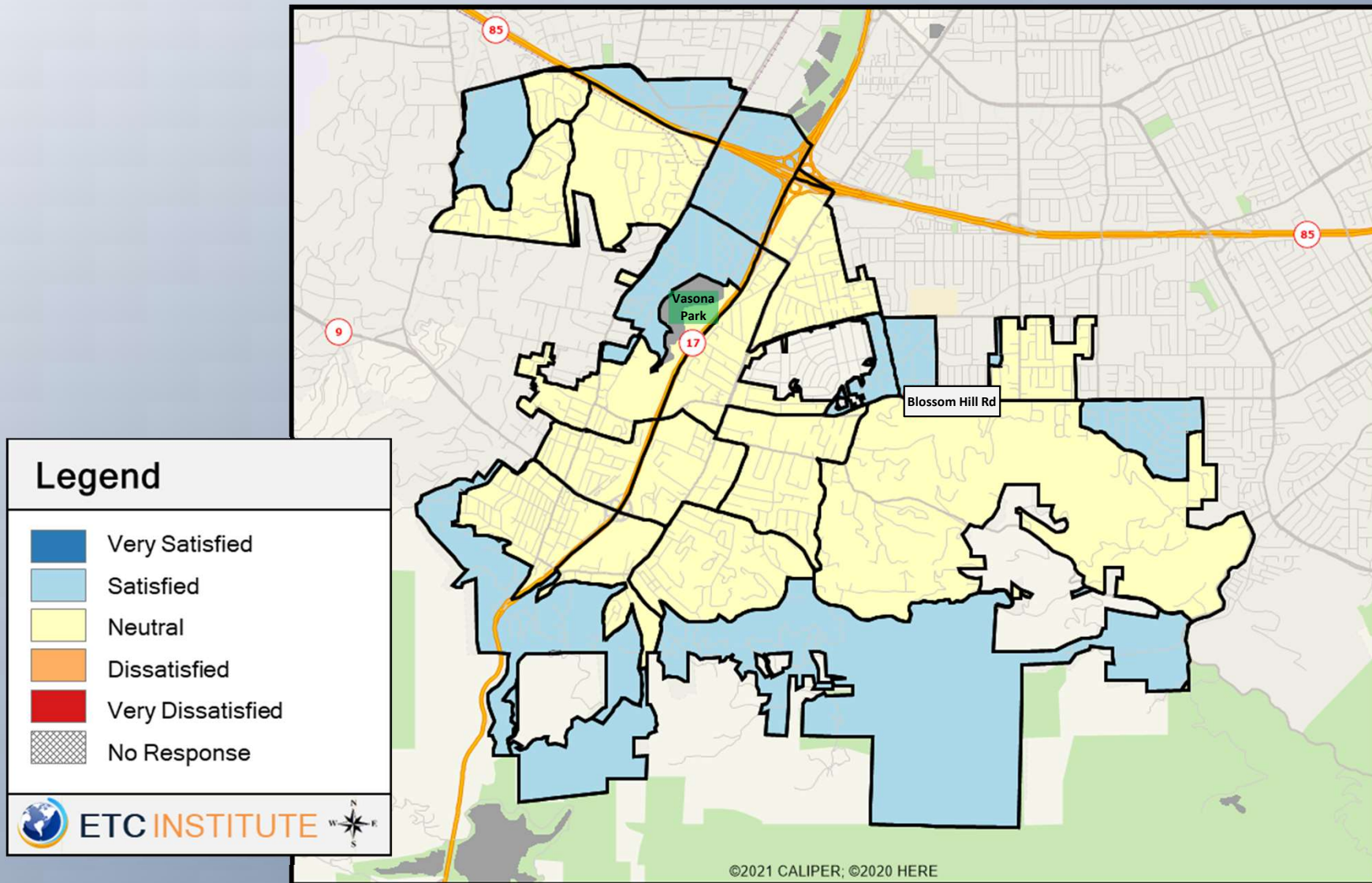
Q16-8. Level of satisfaction with the opportunity to engage in development projects in my neighborhood



Q16-9. Level of satisfaction with the overall usefulness of the Town website



Q16-10. Level of satisfaction with the Town Departments use of social media





**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 05/03/2022

ITEM NO: 16

DESK ITEM

DATE: May 3, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Receive the Results of the Community Survey and Provide any Direction to Staff

REMARKS:

Since the initial publication of the Community Survey, ETC has corrected two labeling errors. On page 111 the final age bracket was originally listed as 55-64. This has been corrected to include the 65+ years category (Attachment 3).

On the graph on page 33, the labels for “Not provided” and “self-describe” were reversed. This has been corrected (Attachment 4).

Attachment 5 contains public comment received before 11:00 a.m., on Tuesday, May 3, 2022.

Attachments Previously Received with the Staff Report:

1. Community Survey Results
2. Community Survey GIS Mapping

Attachments Received with this Desk Item:

3. Revised Age Slide
4. Revised Identity Slide
5. Public comment

PREPARED BY: Arn Andrews
Assistant Town Manager

Reviewed by: Town Manager and Town Attorney

Q29. Would you say your total annual household income is...

Q29. Your total annual household income	Number	Percent
Under \$50K	37	5.7 %
\$50K to \$99,999	79	12.2 %
\$100K to \$199,999	201	30.9 %
\$200K+	235	36.2 %
Not provided	98	15.1 %
Total	650	100.0 %

WITHOUT "NOT PROVIDED" RESPONSES**Q29. Would you say your total annual household income is... (without "not provided")**

Q29. Your total annual household income	Number	Percent
Under \$50K	37	6.7 %
\$50K to \$99,999	79	14.3 %
\$100K to \$199,999	201	36.4 %
\$200K+	235	42.6 %
Total	552	100.0 %

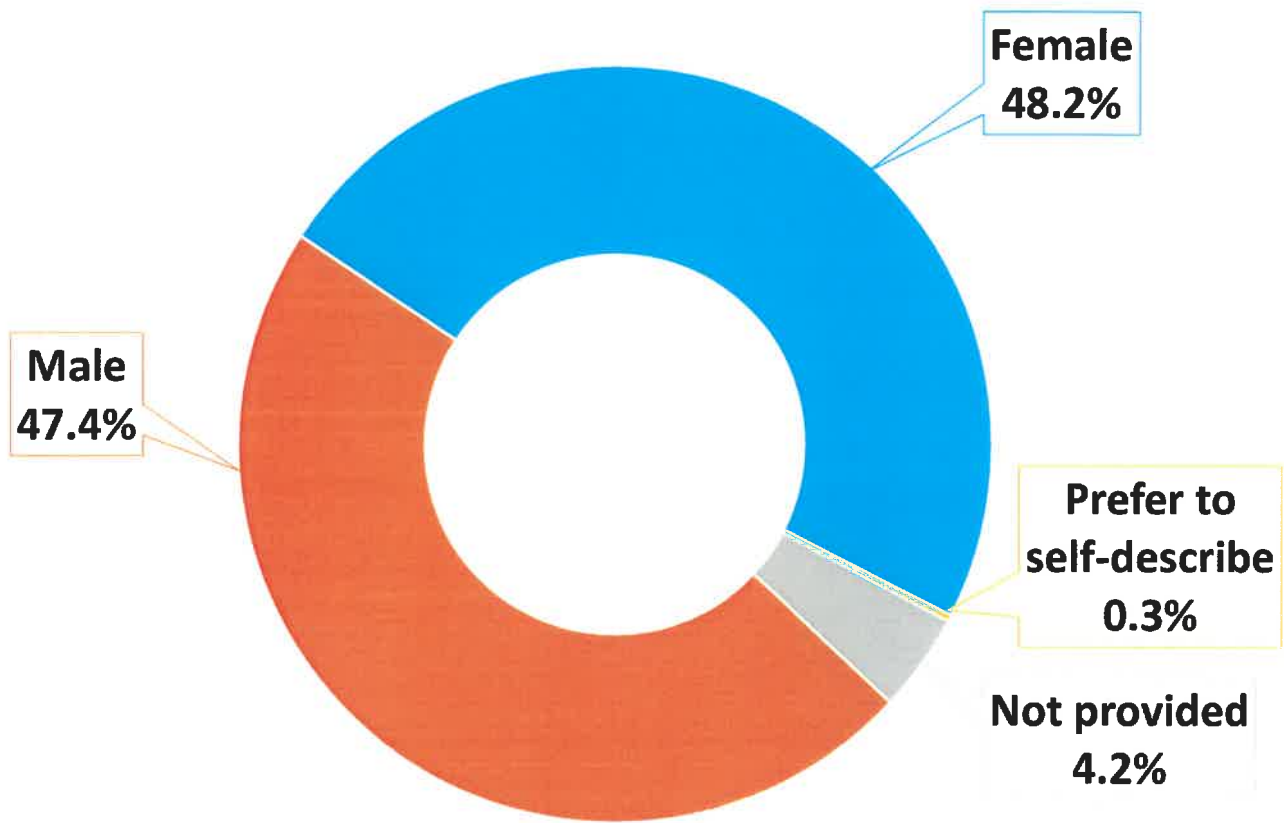
Q30. What is your age?

Q30. Your age	Number	Percent
Under 35 years	94	14.5 %
35-44 years	101	15.5 %
45-54 years	119	18.3 %
55-64 years	152	23.4 %
65+ years	160	24.6 %
Not provided	24	3.7 %
Total	650	100.0 %

WITHOUT "NOT PROVIDED" RESPONSES**Q30. What is your age? (without "not provided")**

Q30. Your age	Number	Percent
Under 35 years	94	15.0 %
35-44 years	101	16.1 %
45-54 years	119	19.0 %
55-64 years	152	24.3 %
65+ years	160	25.6 %
Total	626	100.0 %

Q31: What is your gender identity? *by percentage of respondents*



From: Phil Koen

Sent: Tuesday, May 3, 2022 6:58 AM

To: Rob Rennie <RRennie@losgatosca.gov>; Matthew Hudes <MHudes@losgatosca.gov>; Mary Badame <MBadame@losgatosca.gov>; Marico Sayoc <MSayoc@losgatosca.gov>; Maria Ristow <MRistow@losgatosca.gov>

Cc: Town Manager <Manager@losgatosca.gov>; Arn Andrews <aandrews@losgatosca.gov>; Tran Nguyen; [jvannada](#); Lee Fagot; David Weissman; Catherine Somers <catherine@losgatoschamber.com>; [echalhoub](#); [sandydeckerin](#); Shelley Neis <sneis@losgatosca.gov>; [ramona](#); Rob Stump; Rick Van Hoesen; [joanne.benjamin](#); Peter Hertan; Jim Foley

Subject: Town's Community Survey - Managing Growth

EXTERNAL SENDER

Dear Honorable Mayor and Council Members,

Attached is a slide from the Town's Community Survey. As you can see the item that secured the second highest "Importance" (I) rating was "how well the Town is managing growth". 61.9% of the respondents gave this the highest importance rating. Only one other item in the entire survey had a higher importance rating, namely "flow on traffic streets" with a 64.6% rating.

What is stunning however, is the degree of dissatisfaction, namely 76% (1- satisfaction %) with the Town's management of growth. There is no issue in the entire survey which had a higher level of dissatisfaction. **That means 3 out of 4 people surveyed are dissatisfied.**

As a result, "how well the Town is managing growth" captured the highest "Importance Satisfaction" (IS) rating with a score of .4704. The IS rating is based on the concept that public agencies will maximize overall resident satisfaction by emphasizing improvements in those areas where the level of satisfaction is low and the perceived importance is high.

Curiously, the executive survey does not mention at all the very high IS rating this issue received. To frame the intensity of this issue, it captured an IS rating that is 2x greater than "availability of adequate and affordable housing" (.2104), which has been a topic of extensive discussion.

Informed by this, it makes the Council's discussion about the adequacy of the 5 year fiscal forecast and the excessive population growth planned by the 2040 General Plan extremely important issues. If the Town fails to adequately manage future growth, the downstream impacts on traffic flow, quality of police protection, and ability to maintain critical infrastructure will certainly be negatively impacted.

Obviously the respondents to the survey understood this very well. Let's hope the Council does the same and takes the results of this survey seriously as they begin to deliberate the draft 2040 General Plan, the Town's 5 year financial forecast and proposed FY23 Operating and Capital Plans.

There will be an election this coming November which will give voters the opportunity to judge the quality of the decisions the Council have made in managing the Town's growth and a voice going forward. Given the intense level of dissatisfaction, the topic obviously requires a great deal more attention and action by the Council.

Thank you.

Importance-Satisfaction Analysis Ratings

2022 Town of Los Gatos Community Survey

Economic Opportunity

Los Gatos, CA

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (I-S > 0.20)						
How well Town is managing growth	61.9%	1	24.0%	9	0.4704	1
Support for entrepreneurs & small business owners available in Town	36.4%	2	32.5%	6	0.2457	2
Town's efforts to attract new business & tourism	32.7%	3	30.3%	7	0.2279	3
Availability of adequate & affordable housing units	28.2%	5	25.4%	8	0.2104	4
High Priority (I-S = 0.10-0.20)						
Access to quality housing you can afford	28.7%	4	40.3%	4	0.1713	5
Medium Priority (I-S < 0.10)						
Access to quality health care that you can afford	22.5%	7	66.0%	2	0.0765	6
Access to healthy food that you can afford	23.6%	6	70.2%	1	0.0703	7
Access to quality childcare that you can afford	10.7%	9	34.3%	5	0.0703	8
Qualified workforce	11.4%	8	47.7%	3	0.0596	9

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis over the next two years.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.' Respondents ranked their level of satisfaction with the each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.