

**TOWN OF LOS GATOS
PARKS AND SUSTAINABILITY COMMISSION AGENDA
JUNE 10, 2024
41 MILES AVENUE, PPW ADMINISTRATION BUILDING
6:00 PM**

*Craig Gleason, Chair
Matt Ober, Vice-Chair
Mike Buncic, Commissioner
Brant Corenson, Commissioner
Chirag Mapara, Commissioner
Rob Stephenson, Commissioner
Pravin Balasingham, Youth Commissioner*

HOW TO PARTICIPATE

The Town of Los Gatos strongly encourages your active participation in the public process. If you are interested in providing oral comments during the meeting, you must attend in-person, complete a speaker's card, and return it to the staff. If you wish to speak to an item on the agenda, please list the item number on the speaker card. The time allocated to speakers may change to better facilitate the meeting. If you are unable to attend the meeting in-person, you are welcome to submit written comments via email to ppwcomment@losgatosca.gov.

Public Comment During the Meeting:

When called to speak, please limit your comments to three (3) minutes, or such other time as the Chair may decide, consistent with the time limit for speakers at a Town meeting. Speakers at public meetings may be asked to provide their name and to state whether they are a resident of the Town of Los Gatos. Providing this information is not required.

Deadlines to Submit Written Comments:

If you are unable to participate in person, you may email ppwcomment@losgatosca.gov with the subject line "Public Comment Item #_" (insert the item number relevant to your comment). Persons wishing to submit written comments to be included in the materials provided to the Commission must provide the comments as follows:

For inclusion in the regular agenda packet: by 11:00 a.m. the Thursday before the Commission meeting.

For inclusion in the agenda packet supplemental materials: by 11:00 a.m. the Friday before the Commission meeting.

For inclusion in a desk item: by 11:00 a.m. the day of the Commission meeting.

Persons wishing to make an audio/visual presentation on any agenda item must submit the presentation electronically, either in person or via email to ppwcomment@losgatosca.gov by 3:00 p.m. the day of the Commission meeting.

CALL MEETING TO ORDER

ROLL CALL

CONSENT ITEMS *(Items appearing on the Consent are considered routine Town business and may be approved by one motion. Members of the public may provide input on any Consent Item(s) when the Chair asks for public comment on the Consent Items.)*

1. Approve Parks and Sustainability Commission Special Minutes of April 1, 2024

VERBAL COMMUNICATIONS *(Members of the public are welcome to address the Parks and Sustainability Commission on any matter that is not listed on the agenda and is within the subject matter jurisdiction of the Commission. To ensure all agenda items are heard, this portion of the agenda is limited to 30 minutes. 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. Each speaker is limited to three minutes or such time as authorized by the Chair.)*

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

2. Pickleball Update (Verbal)
- [3.](#) Receive a Presentation on Proposed Donation from Los Gatos Rotary to Live Oak Manor Park and Recommend that Town Council Accept the Proposed Donation (Written Report)
- [4.](#) Receive a Report from Trail Ad Hoc Committee and Recommend that Town Council Prioritize Funding and Development of a Townwide Parks and Trails Master Plan to Advance the Work Outlined in the Report – Chair Gleason and Commissioner Corenson (Written Report)
- [5.](#) Receive a Report on Park Use Agreements (Written Report)
6. Consider Remote Location for August 2024 Parks and Sustainability Commission Meeting (Verbal)
7. Parks and Public Works Report (Verbal)
 - a. Town Sponsored Events
 - b. Volunteer Programs

COMMISSIONER REPORTS

ADJOURNMENT

Next meeting scheduled: August 5, 2024

ADA NOTICE In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk's Office at (408) 354- 6834. Notification at least two (2) business days prior to the meeting date will enable the Town to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR §35.102-35.104]



**TOWN OF LOS GATOS
PARKS AND SUSTAINABILITY
COMMISSION REPORT**

MEETING DATE: 06/03/2024

ITEM NO: 1

**DRAFT MINUTES OF THE PARKS AND SUSTAINABILITY COMMISSION
REGULAR MEETING
April 1, 2024**

The Town of Los Gatos Parks and Sustainability Commission conducted a Regular Meeting on April 1, 2024, at 6:00 p.m.

MEETING CALLED TO ORDER AT 6:00 p.m.

ROLL CALL

Present: Chair Gleason, Vice-Chair Ober, Commissioners Buncic, Corenson, Mapara, Stephenson, and Youth Commissioner Balasingham (absent).

CONSENT ITEMS

1. Approve Minutes of the Parks and Sustainability Commission Meeting of March 4, 2024.

MOTION: Motion by Commissioner Stephenson to approve Consent Items 1.
Seconded by Vice-Chair Ober.

VOTE: Motion passed unanimously (Commissioner Buncic abstained)

VERBAL COMMUNICATIONS

Dick Conrad

- Commented in favor of the Senior Road Map. The Town approved the Senior Road Map. It instructs each Commission to come up with an action plan to meet the Senior Road Map. There are several action plans for the Parks and Sustainability Commission. He asked that the Senior Road Map be agenized to have further discussions.

Chris O'Reilly

- Commented in favor of Los Gatos Cupertino Saratoga (LGCS) Girls Fastpitch Softball. Chris O'Reilly is the President of LGCS. Largest softball organization in the Los Gatos area. LGCS has been around for 30 years serving the girls of the community. A non-profit and volunteer supported organization supporting a broad spectrum of girls ranging in the ages of 6-14. They play softball year-round supporting both rec teams and tournament teams. Over 160 children play in the league. Before the league was developed in 1992 the girls had fewer options. Play on a boys' team, play on Saratoga Rec softball at a lower level, go to a different town, or give up the sport. The problem is even though the majority of the league live in Los Gatos and attend Los Gatos schools only one of the six fields is in Los Gatos in spit

Verbal Communications (continued)

of years of effort to change that. Many of the families that live in Los Gatos have to travel to Saratoga or Cupertino to practice and play. This is true even though the boys of this town of whom have sister playing for LGCS have seven different baseball fields in Los Gatos to play. A founding member of this league and experienced litigator Bernie Greenfield has taken on this case. He and his team have already done research confirming that the Town of Los Gatos and LGUSD are in violation of Title 9. The federal statute requires equitable access to athletic opportunities. This inequity between the Town and school district's support of girls' softball is very clear and he is eager to file a lawsuit. If a Title 9 lawsuit were to be filed and picked up by the Federal government, the Federal government would enforce Title 9 and would be extremely disruptive to the boys of this town. We expect the Town would be required to allocate one of its two of its fields to girls' athletics as soon as the judgment is rendered. As the status quo cannot stand I also do not want to take away from the boys in this town. The right solution is for the Town to find the girls of this community a new permanent softball home. This could mean the Town invests in a new facility it could be the rejuvenation of an existing facility. It could be better resourcing of existing fields or collaboration with the schools. Whatever it is, the Town needs to ensure that the girls get as good as the boys get and progress must be quick.

OTHER BUSINESS

2. Pickleball Update

Nicolle Burnham, PPW Director, verbally reported on this item. The court at La Rinconada and the potential conversion of one of the courts at Blossom Hill is being proposed as a capital project. The proposed budget should be released later in April. We continue to work with Los Gatos Saratoga Recreation to manage how the courts at La Rinconada are being used.

Jim Harbin, PPW Superintendent, verbally reported on this item. We have updated the new signage; we have new signage for pickleball and tennis. It is a large sign, and it is very clear. It was installed last week.

The Commission asked a question.

Jim Harbin, PPW Superintendent, and Nicolle Burnham, PPW Director, responded to the question.

Public Comment

Connie Kirby

- Commented in favor of pickleball. It is my understanding then that there was approval for resurfacing or is that still outstanding?

Nicolle Burnham, PPW Director, responded to the question.

Public Comment (continued)

Bill Crites

- Commented in favor of pickleball. Asked about the possibility of including sound mitigation in the capital budget for La Rinconada and Blossom Hill. We have been hearing from the neighbors that sound is an issue and will possibly occur at Blossom Hill. We need to cognizant of the sound issues and need to be ready to respond to them. I encourage you to continue to add sound mitigation to the capital budget.

Debbie Pinkston

- Commented in favor of pickleball. Is in favor of adding a fence. The fence that does not need to be high would make a big difference with rolling balls.

3. Review, Discuss and Consider Adoption of Parks and Sustainability Commission Mission

Nicolle Burnham, PPW Director, verbally reported on this item.

The Commission asked questions and discussed this item.

The Parks and Sustainability Commission serves in an advisory capacity to the Town Council on matters pertaining to public parks, off-street trails, open space, public grounds, street trees, and creeks and waterways. The Commission shall receive public input, evaluate options, and make recommendations on policy issues including, but not limited to:

1. Biodiversity, landscaping, infrastructure, water usage, recycling and equitable access.
2. Current and future needs of the changing Town, society and environment.
3. Coordination of services and programs with other governmental agencies and service organizations.
4. Education, outreach and research related to sustainability and parks initiatives.

MOTION: **Motion** by Vice-Chair Ober in favor of the mission and to replace voluntary with service.

Seconded by Commissioner Stephenson.

VOTE: **Motion passed unanimously**

4. Spring into Green Giveaways and Commissioner Volunteer Times

Meredith Johnston, PPW Administrative Technician, verbally reported on this item.

The Commission discussed who will be responsible for covering the volunteer times. The Commission asked for a park usage and park sustainability survey using a QR.

Meredith Johnston, PPW Administrative Technician, will be creating a survey with a QR code.

Nicolle Burnham, PPW Director, responded to the survey question.

5. Trail Ad Hoc Committee

Commissioner Corenson and Chair Gleason verbally reported on this item.

Commissioner Corenson commented that Los Gatos has a lot of trails and a lot of potential to interconnect the trails. He asked once we have the report what do we do with it, how do we proceed. Do we do in-depth research on interconnections, do we look at properties, do we look at issues with properties, do we look at easements? You can link up certain properties for trail connectivity.

Chair Gleason we are definitely not making any certain proposal. We want the ideas to be out there for the Town to consider. There are some corridors with the Williams Act properties. Lets look at that and see if there are any opportunities.

Chair Gleason informed the Commissioners that some of other cities and towns have taken an active approach. For example, the City of Saratoga has the Pedestrian, Equestrian, and Bicycle Trails Advisory Committee (PEBTAC). The Committee is actively working on trial connectivity. The City of San Carlos has a trail master plan. In 2010 they went through a trail master plan process connecting open spaces.

The Commission asked questions and discussed this item.

Nicolle Burnham, PPW Director, gave some feedback for the direction the Commission should consider for the next steps.

6. Parks and Public Works Report

Jim Harbin, PPW Superintendent, verbally reported on this item. We have reseed the lawn at Town Park Plaza. At Winchester Blvd and Lark Ave, we have restored the water and will be replanting the area. At the downtown Lot 4 we will be adding the topsoil with mulch

a. Town Sponsored Events

Jim Harbin, PPW Superintendent, verbally reported on this item. All we have is Spring into Green.

b. Volunteer Programs

Jim Harbin, PPW Superintendent, verbally reported on this item. The only volunteer program we have is the Beautification Committee.

The Commission asked questions about Vasona, the Hwy 9 trail connector project, and the Pinehurst Community Garden project.

Jim Harbin, PPW Superintendent, and Nicolle Burnham, PPW Director, responded to the questions.

Marina Chislett, PPW Environmental Program Specialist, informed the Commission about Arbor Day on Friday, April 26, 2024.

COMMISSIONER REPORTS

Commissioner Ober informed the Commission of the St. Patrick's Day event that took place on Sunday, March 17, 2024, at Town Park Plaza. There was live music and about 1,000 people attended.

ADJOURNMENT

The meeting adjourned at 7:08 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of the April 1, 2024, meeting as approved by the Parks and Sustainability Commission.

/s/ Nicolle Burnham, Director of Parks and Public Works



**TOWN OF LOS GATOS
PARKS AND SUSTAINABILITY
COMMISSION REPORT**

MEETING DATE:
06/10/2024
Item 3

DATE: May 24, 2024
TO: Parks and Sustainability Commission
FROM: Nicolle Burnham, Parks and Public Works Director
SUBJECT: Receive a Presentation on Proposed Donation from the Los Gatos Rotary to Live Oak Manor Park and Recommend that Town Council Accept the Proposed Donation

RECOMMENDATION:

Receive a presentation on proposed donation from the Los Gatos Rotary to Live Oak Manor Park and recommend that Town Council accept the proposed donation.

DISCUSSION:

Los Gatos Rotary has proposed to donate improvements at Live Oak Manor Park in celebration of the Rotary centennial. Staff has discussed this project with Rotary and reviewed concept plans. The proposed improvements would provide native habitat and a shaded walkway to an underutilized area of the park. They are also located in an area where two large trees were lost during the winter 2023 storms.

Rotary representatives and their design consultant will present concept plans (attachment 1). Staff is requesting that the Parks and Sustainability Commission consider the proposal, ask questions and, if comfortable with the concepts, recommend that staff bring the proposed donation forward to Town Council.

Attachments:

1. Concept Plans for Donation

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

ROTARY CLUB OF LOS GATOS CENTENNIAL GROVE AT LIVE OAK MANOR PARK

PREPARED FOR: LOS GATOS PARKS AND SUSTAINABILITY COMMISSION MEETING
DATE: MONDAY JUNE 10, 2024

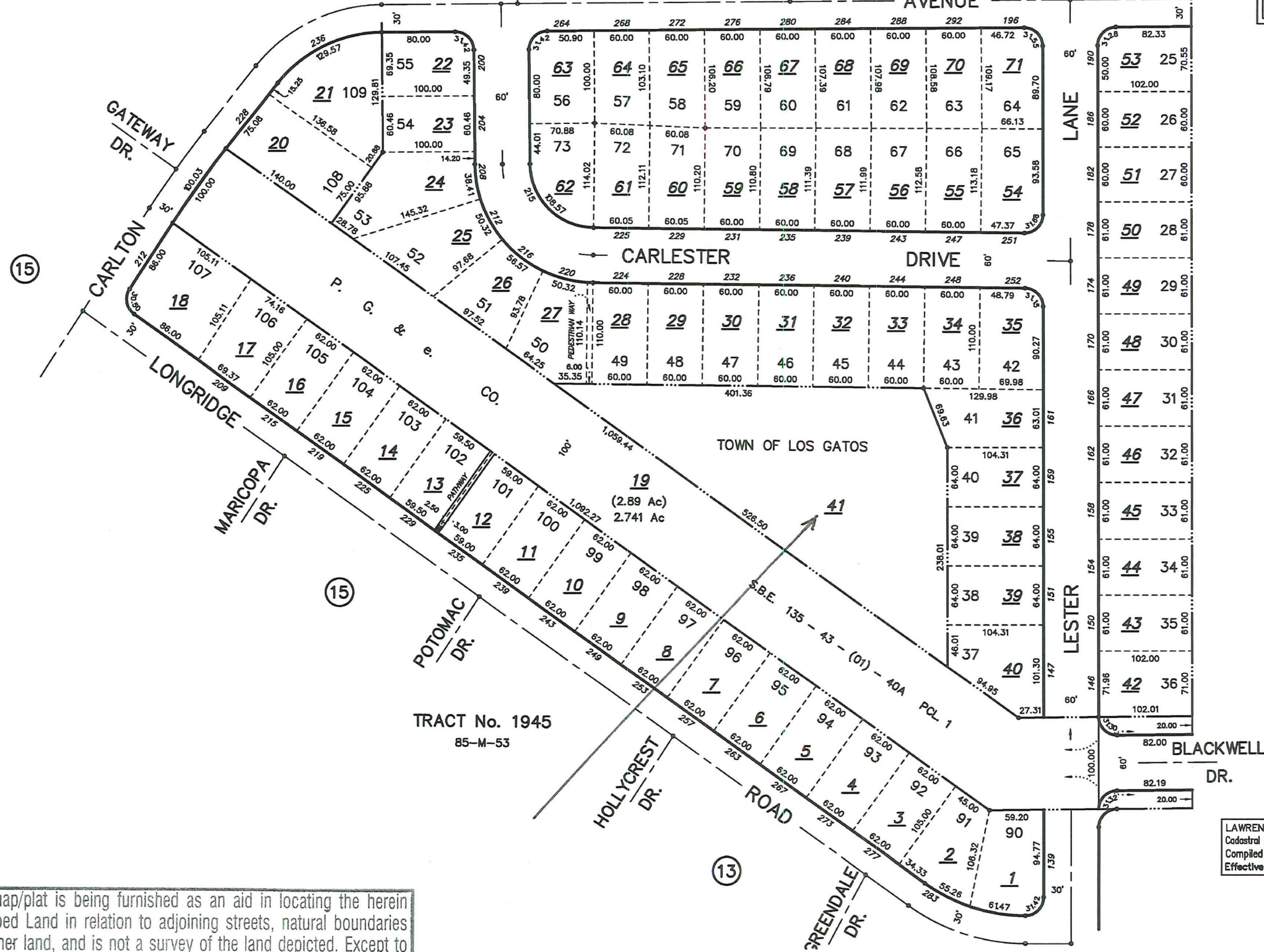




TABLE OF CONTENTS

LIVE OAK MANOR PARK - AERIAL MAP	2
LIVE OAK MANOR PARK - PARCEL MAP	3
CENTENNIAL GROVE SITE PHOTOS	4 - 5
LIVE OAK MANOR PARK - GRADING PLAN	6
CENTENNIAL GROVE - LANDSCAPE CONCEPT	7 - 8
CENTENNIAL GROVE - CONCEPTUAL RENDERINGS	9 - 10





TRACT No. 1855
94-M-32

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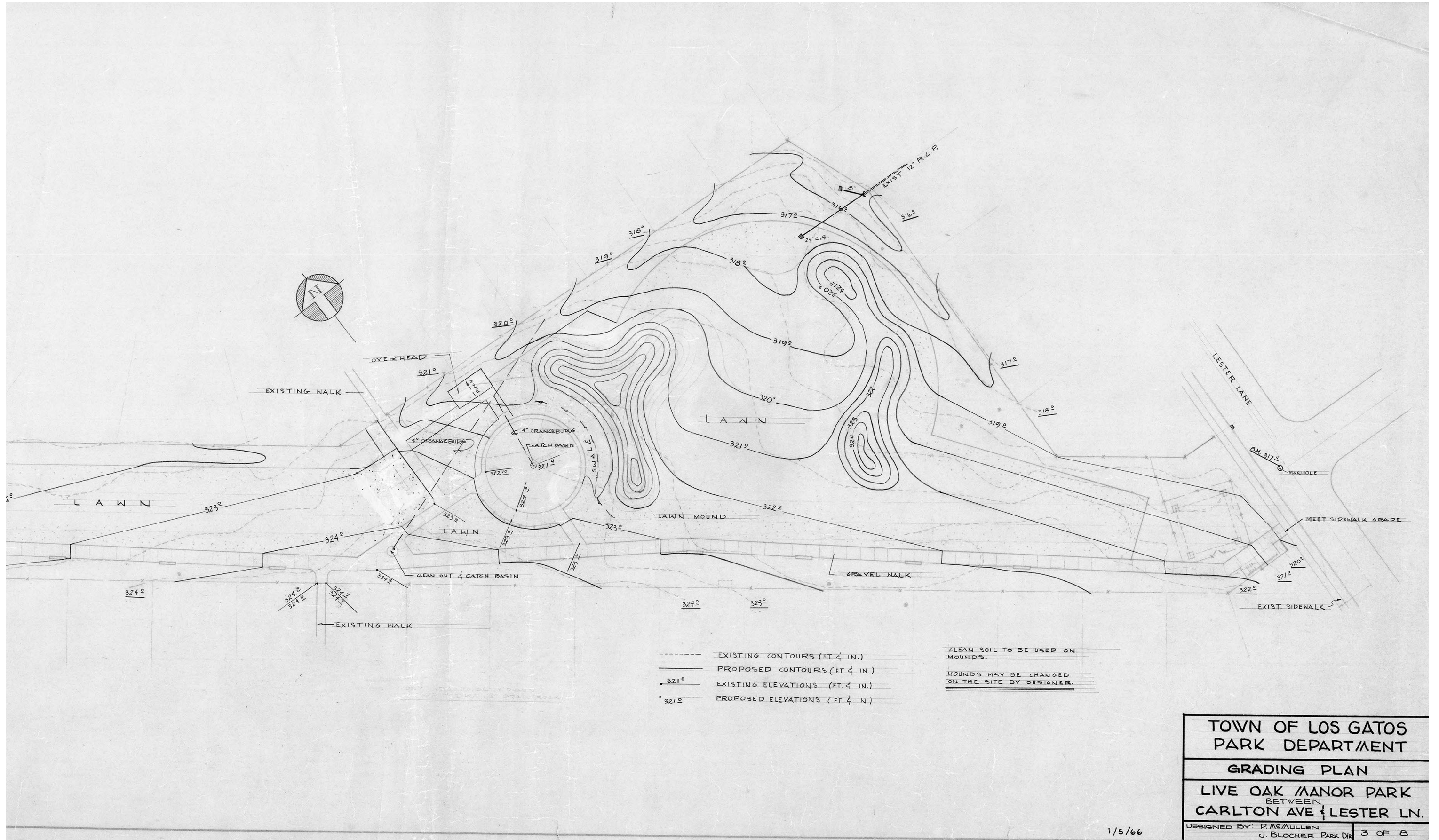
TRACT No. 1945
85-M-53

TRA DET. MAP 108
LAWRENCE E. STONE - ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2022-2023

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.







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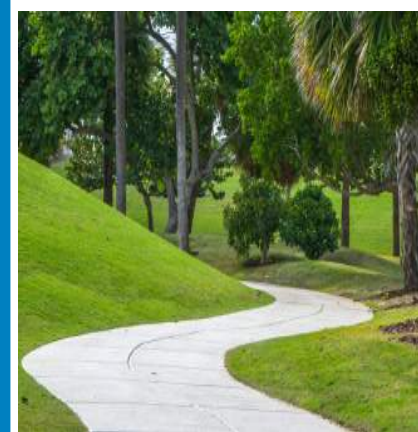
TOWN OF LOS GATOS PARK DEPARTMENT	
GRADING PLAN	
LIVE OAK MANOR PARK BETWEEN CARLTON AVE & LESTER LN.	
DESIGNED BY: P. MACMULLEN J. BLOCHER PARK DIR.	3 OF 8



PARK MEMORIAL
MONUMENT



MEADERING PATH



CALIFORNIA NATIVE PLANTING



AESCULUS
CALIFORNICA



ACHILLEA
MILLEFOLIUM



SALVIA CLEVELANDII



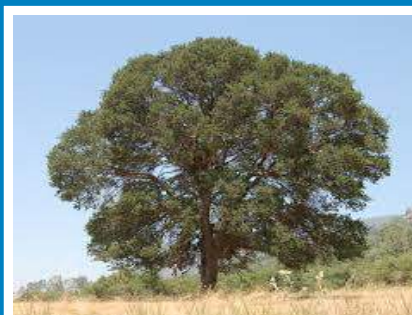
QUERCUS QGRIFOLIA



ERIPHYLLUM
CONFERTIFLORUM



PENSTEMON EATONII



QUERCUS DOUGLASII









**TOWN OF LOS GATOS
PARKS AND SUSTAINABILITY
COMMISSION REPORT**

MEETING DATE:
06/10/2024
Item 4

DATE: May 24, 2024
TO: Parks and Sustainability Commission
FROM: Nicolle Burnham, Parks and Public Works Director
SUBJECT: Receive a Report from the Trail Ad Hoc Committee and Recommend that Town Council Prioritize Funding and Development of a Townwide Parks and Trails Master Plan to Advance the Work Outlined in the Report

RECOMMENDATION:

Receive a report from the Trail Ad Hoc Committee and recommend that Town Council prioritize funding and development of a Townwide Parks and Trails Master Plan to advance the work outlined in the report.

DISCUSSION:

During the April meeting of the Parks and Sustainability Commission the Trail Connectivity Ad Hoc Committee presented a Summary Report and the Commission discussed the result of their work. Following that meeting the Summary Report was reviewed by the Community Development Director and members of the Ad-Hoc Committee met with Director Paulson to discuss the concepts.

The Summary Report is now finalized (Attachment 1) and staff recommends that Commission adopt the plan and recommend that Town Council prioritize a formal planning process to guide staff in implementing the recommendations. Staff believes this would most effectively be done via a Townwide Master Planning Project for Parks and Trails.

Attachments:

1. Trail Connectivity Ad-Hoc Committee Summary Report

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

Los Gatos Parks & Sustainability Commission

Trail Connectivity Ad-Hoc Committee

Summary Report

January, 2024

Updated May 2024

Contents

1.	Introduction.....	2
2.	Methodology	3
3.	Desired Connections	3
3.1.	Shady Lane to Belgatos/Heintz/Santa Rosa	4
3.2.	Shady Lane to Shannon Road	5
3.3.	Shannon Road to Belgatos/Heintz/Santa Rosa	5
3.4.	Shannon Road to Kennedy Fire Trail.....	6
3.5.	Forrester Road to Kennedy Fire Trail	7
3.6.	Shannon Valley Open Space to Santa Rosa Open Space	7
3.7.	Foster Road to St. Joseph’s Hill	8
3.8.	Downtown to St. Joseph’s Hill.....	8
3.9.	Downtown to El Sereno	9
3.10.	Ravinia to Sierra Azul	10
3.11.	Pathways to and from Los Gatos Community Garden and Lynn Ave. Pedestrian Path	11
3.12.	La Rinconada Park to Vasona Park.....	12
3.13.	Railroad Corridor to Los Gatos Creek Trail	12
4.	Williamson Act Parcels	13
5.	Priorities	14
6.	Resources	14
6.1.	Shannon Valley and Shady Lane trails (Google Map):	14

1. Introduction

On June 5, 2023, the Los Gatos Parks Commission (now Parks & Sustainability Commission) created an ad-hoc committee to investigate and report on desired connections between Los Gatos Parks, local open space preserves, and key areas in the Town. The members of the committee are Brant Corenson and Craig Gleason.

This report serves as the concrete output of the ad-hoc committee. It is intended to be used in the future by the Parks & Public Works Department in any of a number of ways, for example (but not limited to):

- When developments are done in the Town or nearby, the Town could pursue easements for desirable trails
- Landowners whose properties are in the vicinity of the desirable connections could be consulted to see if they are open to providing easements (this may in particular apply to Williamson Act properties)
- When properties come up for sale, the Town could investigate the possibility of acquiring the land or placing easements on it
- The Town could identify initiatives to build trails to make the desired connections
- A specific recommendation is for the Town to create and maintain a database of trail easements

The Los Gatos 2040 General Plan contains a number of related items, including Implementation Programs 5.9 F, J, K, L and 8.12 C, D.

While desired connections have not been formally scored, the ad-hoc committee members have provided some indication of priorities. Some factors impacting priority are:

- Current popularity of the park or open space which is the subject of the connection
- Current difficulty of reaching the open space on foot, bike or horseback
- Complexity of making a connection, for example if many properties would need to be crossed (increased complexity); or known trail easements already exist (reduced complexity)
- Improved safety of access

A guiding assumption is that these connections would generally be multi-use trails where the endpoints (parks or open spaces) are multi-use, though local considerations might impact those choices. Another assumption is that they could generally be narrow (3-4' tread width), natural surface trails. Note that this might require some update in Town policies.

Cost for connectivity recommendations will need to be quantified and funding sources identified. As of 2024, narrow, natural surface trail construction costs in the Bay Area range from \$35/linear foot for trails on moderate side slopes with no structures up to \$100/linear foot for trails that are more difficult to build or require structures like bridges, punchcons, or retaining walls.

2. Methodology

The ad-hoc committee created a GIS project consisting of the following layers:

- Los Gatos Town boundary
- Local trails
 - Official Los Gatos Trails GIS layer
 - Local Midpeninsula Regional Open Space District (MROSD) trails
 - Additional trail data from OpenStreetMap, including some social trails
- Official Los Gatos Parks GIS layer
- Property map data from Santa Clara County (including lot numbers but not owners' names)
- Williamson Act properties in Los Gatos
- Los Gatos projects including Los Gatos/Almaden Pollinator Garden, and the proposed Los Gatos Community Garden and Lynn Ave. Pedestrian Path

For the most part the GIS data is intended as conceptual and there may be errors due to the crowd-sourced nature of some data.

To this GIS project we added the desired connections as conceptual point-to-point lines. A small amount of information was added to the database to indicate a name for each connection as well as the intended to/from points (again, conceptual and not exact locations).

No specific assumptions were made about trail alignments or which properties the connections would cross, though in many cases certain properties are the most likely or obvious possibilities. Except for identifying some existing easements, no outreach or other work has been done, for example to find out if any property owners would be amenable to trails or trail easements. It is expected that any such work would be handled through an appropriate process by Town staff. The same is the case with any potential joint projects with local land managers such as MROSD or Santa Clara County Parks – the Town would have to work with those agencies to coordinate any project related to connecting to these open spaces or parks.

3. Desired Connections

Los Gatos provides a variety of parks and is partly encircled by wonderful open spaces. These places are generally well connected to their surrounding neighborhoods, but for residents further away it's typically necessary to navigate to or between them on busy roads. One exception is that the Los Gatos Creek Trail provides a central corridor which makes it much easier to access a number of parks and open spaces without traveling long distances on roads. The Creek Trail provides hiking and biking connectivity between downtown and points to the north such as Oak Meadow and Vasona Parks, as well as to the south to MROSD open spaces and Lexington Reservoir County Park.

Connections to the east and west are much more difficult. The combined area of Belgatos Park, Heintz Open Space, Santa Rosa Open Space and Shannon Valley Open Space is generally accessible only via busy roads (Blossom Hill and Shannon). The Kennedy Trail in Sierra Azul Open Space Preserve is popular but accessible only via Kennedy Road. El Sereno Open Space Preserve is most commonly accessed via Overlook and Sheldon Roads from downtown. Open space access in a future Los Gatos could be dramatically improved by providing safe and pleasant trail connections to these spaces. Those trails

would also provide more opportunities to connect people to nature close to home and/or with less driving.

Individual opportunities are shown below.

3.1. Shady Lane to Belgatos/Heintz/Santa Rosa

Belgatos Park and its two connected open spaces are an important area for hikers, mountain bikers and equestrians. Neighborhood access is very good from the north and east, but in particular non-driving access from the west (toward downtown) is problematic. Blossom Hill and Shannon Roads are still uncomfortable and dangerous routes to travel on bike or foot. Conceptually, there is an opportunity to connect from the area of Shady Lane (off Short Road between Blossom Hill and Shannon) through developments and private lots to Heintz Open Space. Some trail easements exist through Highlands of Los Gatos. The final part of this alignment would likely go through two privately-owned and unbuilt lots owned by the same person. Two parts of this connection are identified and shown in Figure 1: Highlands Trail (where easements exist and some of the trail corridor appears to have been benched) and Shady to Heintz. Green outlines indicate Williamson Act lots (see 4. Williamson Act Parcels).

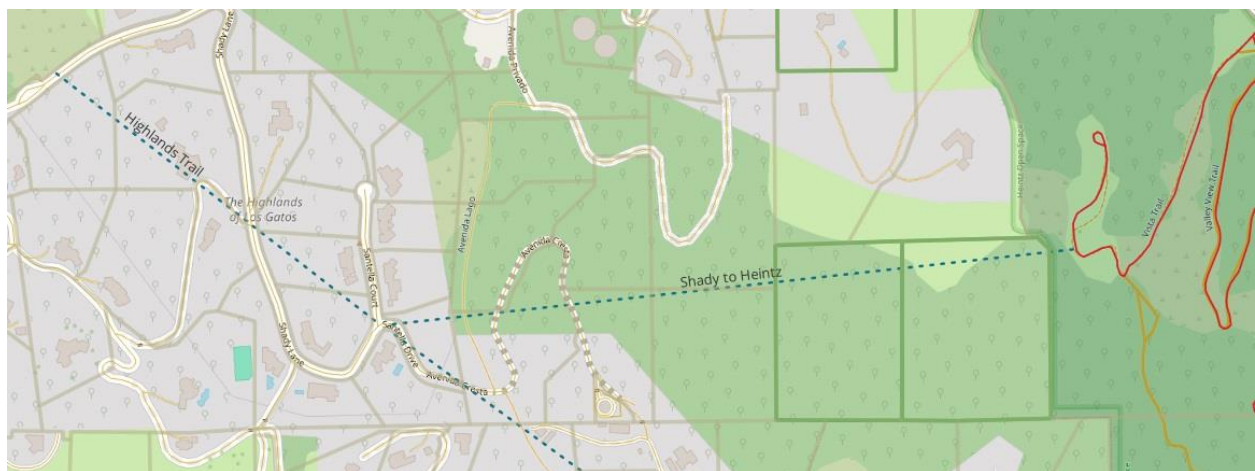


Figure 1 Shady Lane to Belgatos/Heintz/Santa Rosa

3.2. Shady Lane to Shannon Road

Some informal connections exist from the top of Shady Lane in the Highlands of Los Gatos to Shannon Road via Rock Ridge Road, though this exits onto the steep and relatively dangerous part of Shannon Road west of its summit. It would be desirable to connect to the high point of Shannon near Sky Lane as shown at the left side of Figure 2. Alternatively, access to Sky Lane serves this purpose if public access is available.

3.3. Shannon Road to Belgatos/Heintz/Santa Rosa

This connection, shown at the right side of Figure 2, has a few components as there are some existing paths and uses whose legality could be clarified, as well as potential future trail connections.

A short segment of social trail exists between Santa Rosa Open Space and Sky Lane (likely on private property). Trail users have historically accessed this segment, however the intended use/non-use is ambiguous.

Likewise, Sky Lane itself has often been used for access to Santa Rosa Open Space from Shannon Road. Sky Lane appears to go through private property and local residents are known to advise cyclists of this, though public access rights are unclear. It would be worthwhile for the Town to clarify this and to advocate for public access in both of these cases.

A trail connection from the south side of Santa Rosa Open Space to Shannon Road would be highly desirable as part of an ultimate connection between that area and Sierra Azul at Kennedy Fire Trail (see next item).

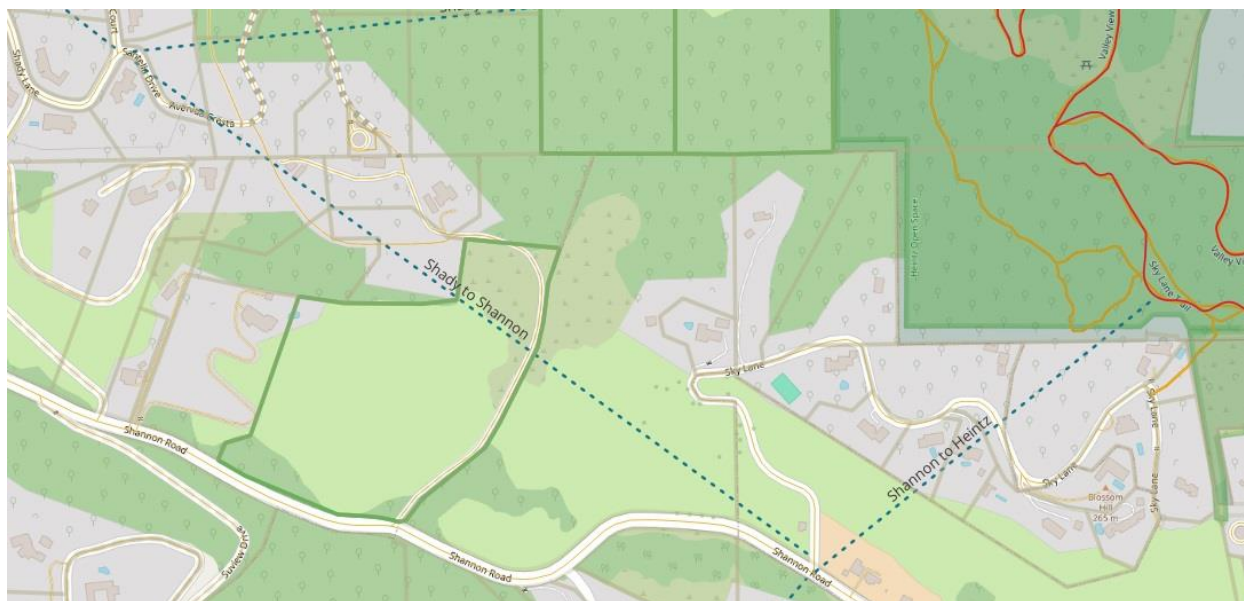


Figure 2: Shady Lane to Shannon Road and Shannon to Heintz/Belgatos/Santa Rosa

3.4. Shannon Road to Kennedy Fire Trail

As indicated above, a complete through connection from the Belgatos/Heintz/Santa Rosa area to the Kennedy Fire Trail would be valuable. This opportunity deals with the southern portion of the connection, between Shannon Road and the trailhead. Currently many people park on Top of the Hill Road on the north side of Kennedy Road. Potentially that road could serve as part of a connection. There are various options where crossing two private properties would allow a connection to Shannon Road, in the vicinity of Sky Lane near Shannon's highest point (any crossing of Shannon would be safest near this high point as the road is straight and has good sight lines).

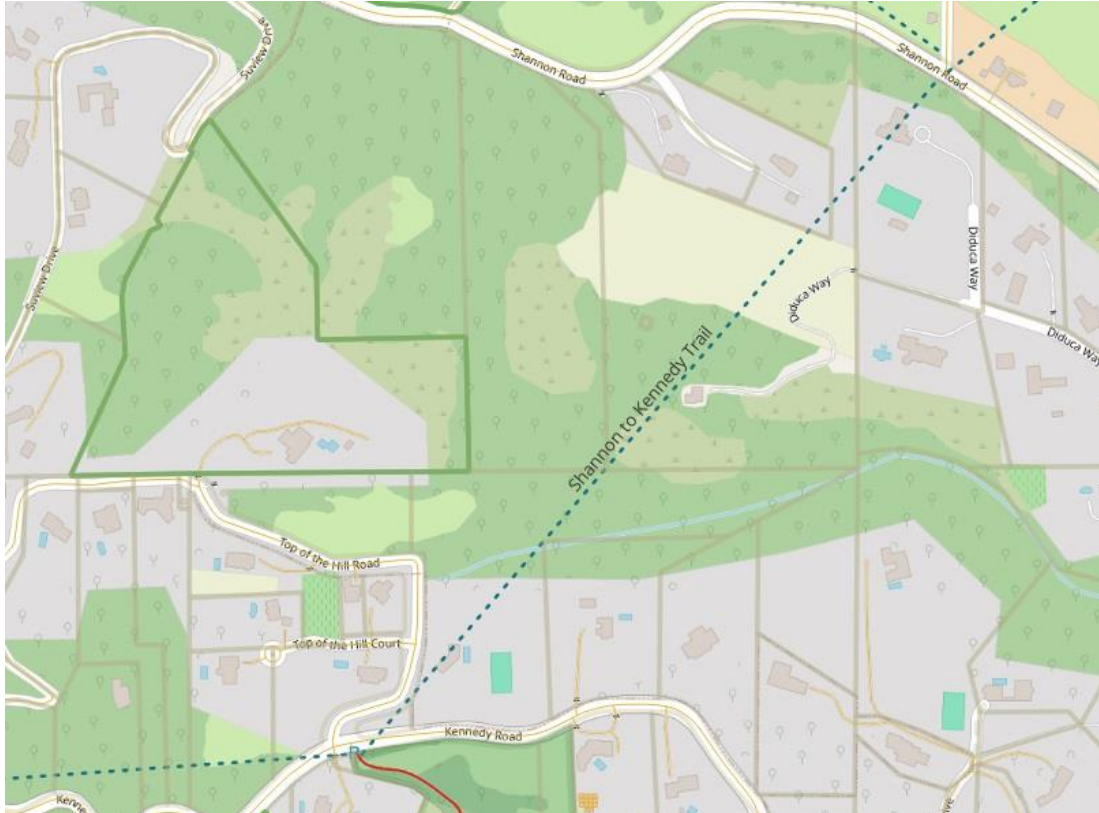


Figure 3: Shannon Road to Kennedy Fire Trail

3.5. Forrester Road to Kennedy Fire Trail

This connection appears complicated as Kennedy Road is lined with many private lots and the surrounding land is steep with various drainages to cross, however the Kennedy Fire Trail is a popular area for hikers and mountain bikers and any improvement in access (and safety) would be valuable. Partial connections could be useful, but in general the desire would be to connect from the area of the Kennedy Loop (near Forrester Road) to the trailhead as shown in Figure 4.

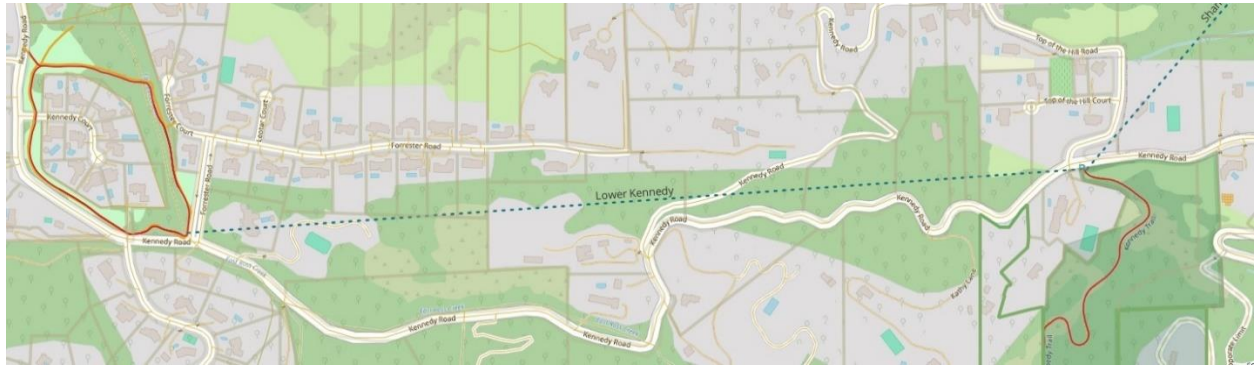


Figure 4: Forrester Road to Kennedy Fire Trail

3.6. Shannon Valley Open Space to Santa Rosa Open Space

Shannon Valley Open Space connects to the eastern end of Santa Rosa Drive which provides one connection to the Santa Rosa Open Space, however the open space includes an unnamed trail which extends to the west almost to Alta Tierra Court. Connecting this trail through to one of the local roads (most likely the western part of Santa Rosa Drive) would provide a more flexible and pleasant connection between the open spaces. See Figure 5.

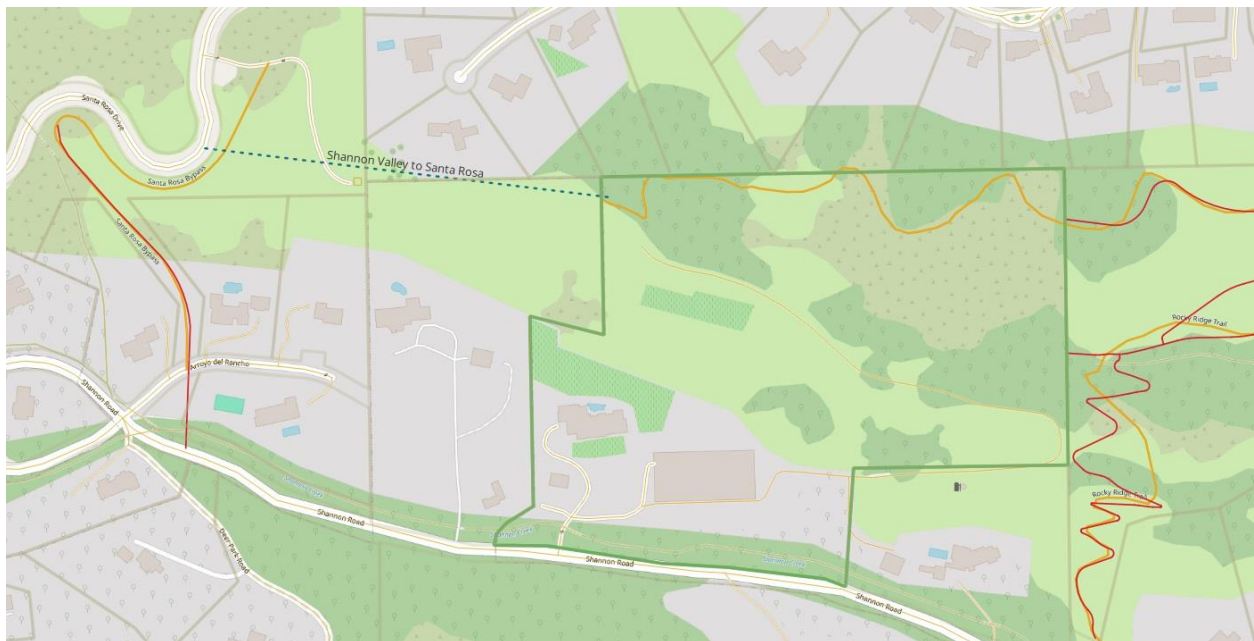


Figure 5: Shannon Valley to Santa Rosa

3.7. Foster Road to St. Joseph's Hill

At the northeast corner of St. Joseph's Hill, the Novitiate Trail ends in a gate to a Novitiate fire road. At that point the trail is within a short distance of Foster Road. It would be desirable to find connections on this end of St. Joseph's Hill, as shown at the right side of Figure 6.

3.8. Downtown to St. Joseph's Hill

St. Joseph's Hill is managed by MROSD and is an extremely popular area for local hikers and mountain bikers. It is accessible from Town via Jones Road and by hiking trail from the Main Street Bridge. One issue with this entrance is that bikes are restricted to the Jones Trail which is the most popular route for hikers to climb and descend the hill. Since the trail is steep and wide, this results in many high speed crossings. It would be highly desirable to provide a narrower, winding, lower speed but higher value trail which mountain bikers would preferentially use to descend the hill, thus allowing hikers to use the more direct route with less interference from downhill bikes.

In addition, it is desirable to find additional access points for the hill. The land just between St. Joseph's Hill Open Space Preserve and downtown is owned by the Society of Jesus (Novitiate) and MROSD holds a conservation easement over most of it. It appears that the Novitiate allows (or tolerates?) hiking on this land, though signage is ambiguous (including both no trespassing signs and clean up after your dog signs!). This land could play a large part in improving access and reducing congestion and user conflict on St. Joseph's Hill.

Two alternatives for this connection are shown in Figure 6.

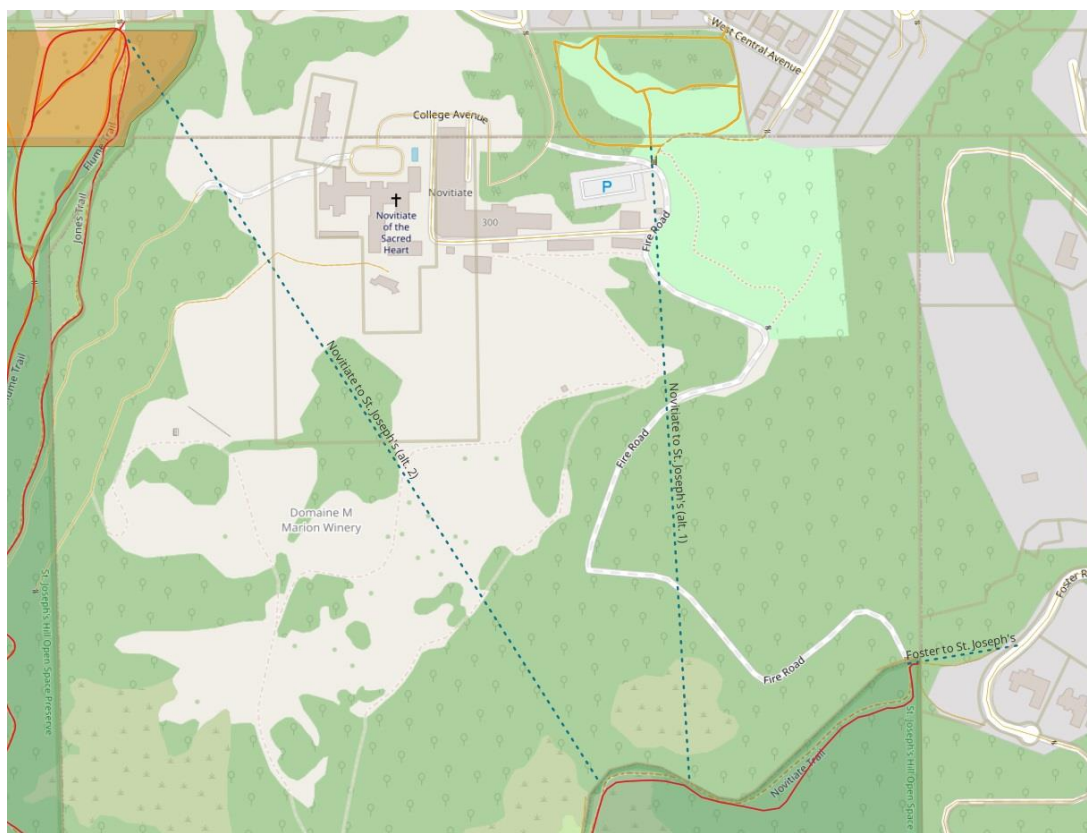


Figure 6: Downtown to St. Joseph's Hill

3.9. Downtown to El Sereno

El Sereno Open Space Preserve is also managed by MROSD. From Los Gatos, the most common access point is the end of Sheldon Road, a private road with a public access easement which is accessed from Overlook Road. There is very little parking on the roads up to this trailhead, and these are steep and narrow roads which are not very well suited for hiking. Nevertheless, many people do access this trailhead and it would be worthwhile to look for better connections. Two candidate locations for access lower on the hill would be Fairview Plaza (or Manzanita Avenue) and the top of Wood Road. Each of these locations have options where a relatively small number of private properties sit between the road and the Aquinas Trail in El Sereno. The two alternative routes are shown in Figure 7.

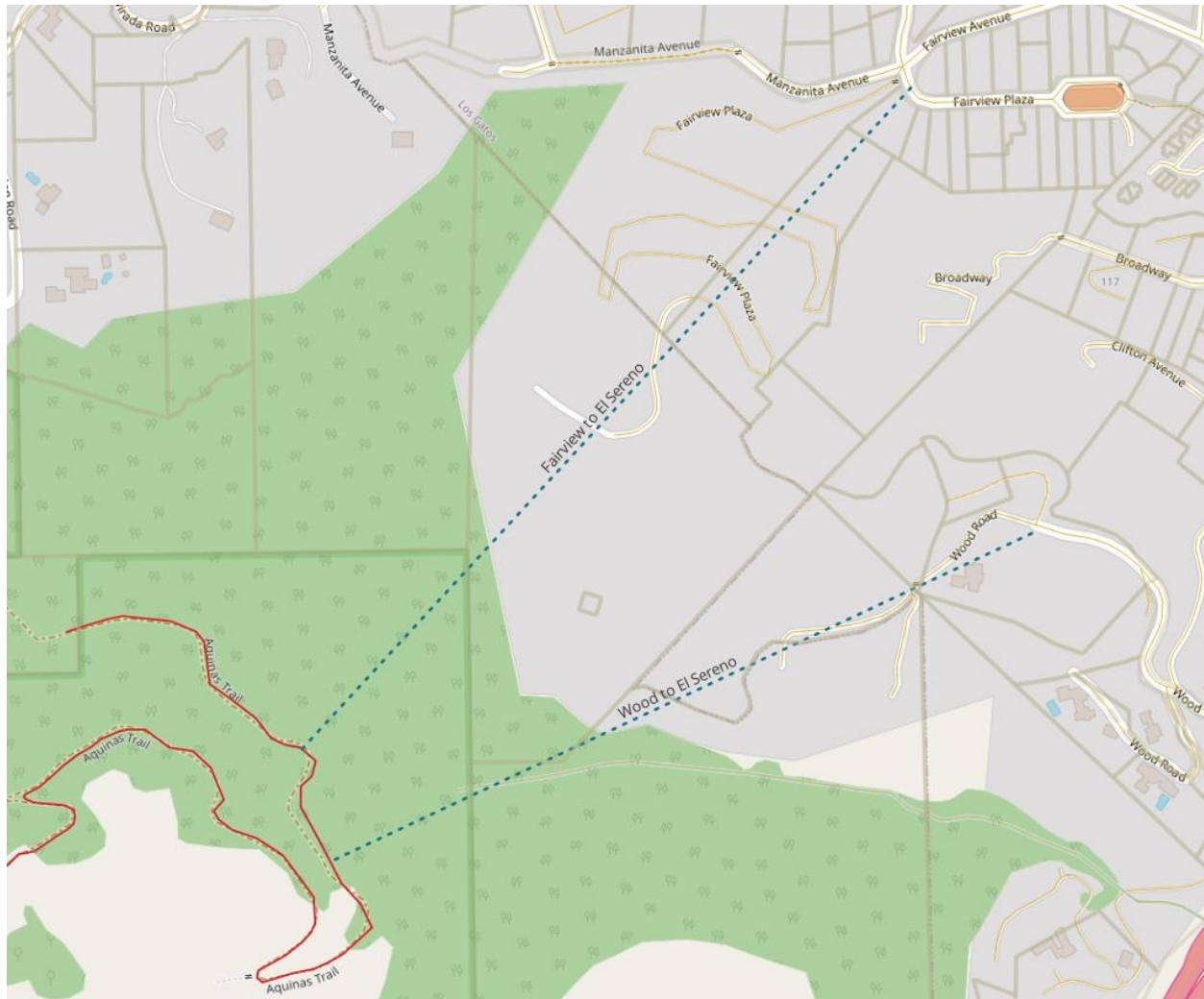


Figure 7: Downtown to El Sereno

3.10. Ravinia to Sierra Azul

An alternate path to Sierra Azul could be provided via Ravinia Way. Some local residents have been interested in making this connection and the property across which the connection would pass may be for sale. An existing road on the property provides access most of the way to Sierra Azul, though there are no existing trails in this part of the open space preserve and no current plans to provide them. Residents expressed openness to formalizing parking on the flat part of Teresita below Ravinia. Such a connection (Figure 8) could provide access to Sierra Azul from a point closer to Town than others but overall plans would have to be coordinated with MROSD. Note that this part of Sierra Azul is not currently open to the public and there are no current plans to build trails in this section of the preserve.

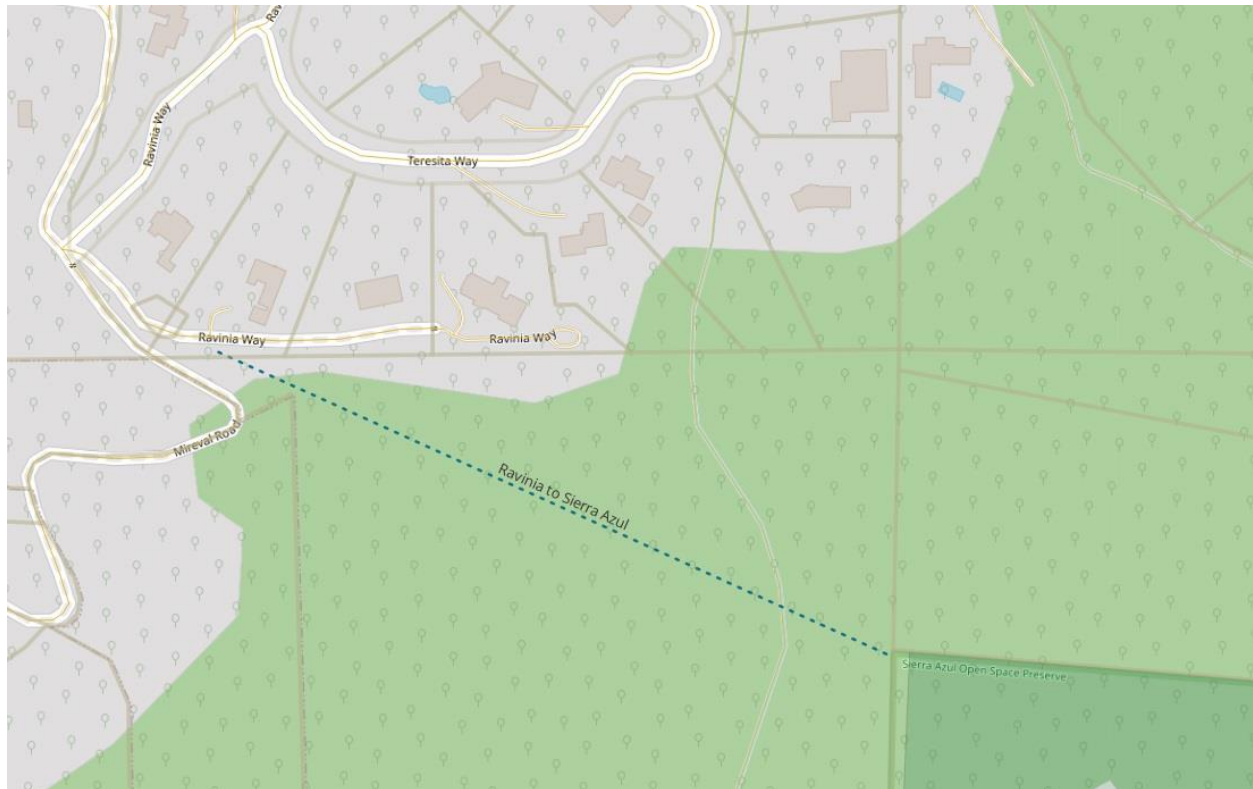


Figure 8: Ravinia to Sierra Azul

3.11. Pathways to and from Los Gatos Community Garden and Lynn Ave. Pedestrian Path

The PG&E corridor where the Los Gatos Community Garden and Lynn Ave. Pedestrian Path are planned runs through Live Oak Park and extends to Camden Ave. and beyond. In the long term it would be highly desirable for a safe pathway to exist along this corridor or as much of it as possible. It would provide off-street connectivity to the garden and path projects as well as to other parks and paths. Los Gatos is missing a major east-west pathway of this type. Figure 9 shows these conceptual connections.



Figure 9: Live Oak Manor Park to Community Garden and to Camden

3.12. La Rinconada Park to Vasona Park

At the south end of La Rinconada Park, a trail extends to Bicknell Road. While a complete off-road connection would be difficult, it would be useful to examine the route between this trail and Vasona Park for potential improvements. This is shown in the lower part of Figure 10.

3.13. Railroad Corridor to Los Gatos Creek Trail

The railroad corridor running beside Highway 85 is a strong candidate for a regional trail in the future. Some segments of this trail in Saratoga have been formalized. It would be desirable to formalize the Los Gatos segment of this passage and to work with surrounding cities and the county to create the regional trail. Near Vasona Junction (Winchester & 85) a safe connection to the Los Gatos Creek Trail would be valuable. Both of these segments are shown in the upper part of Figure 10.

Los Gatos is colored in light green in this figure to illustrate where these connections might approach and cross Town limits.

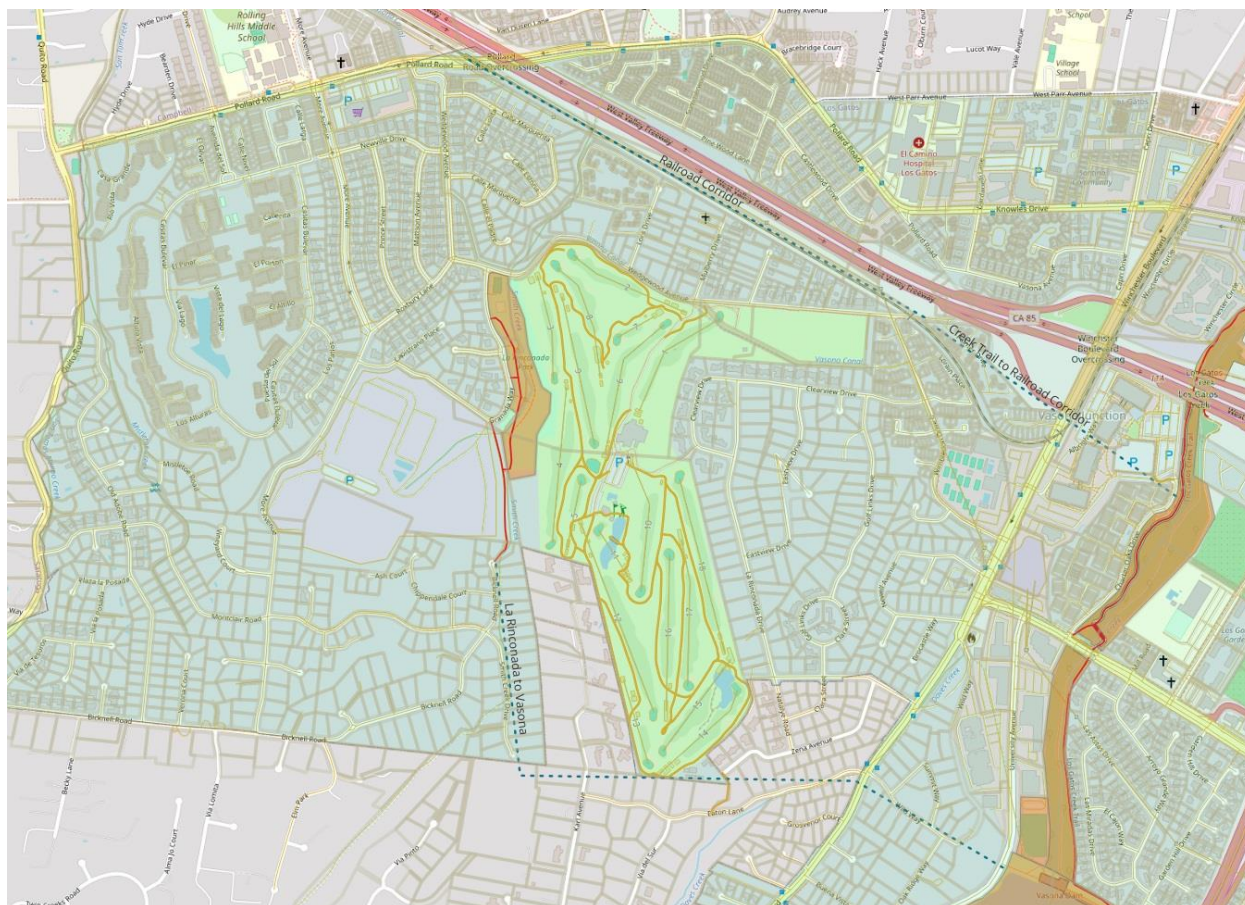


Figure 10: La Rinconada and Railroad Corridor Connections

4. Williamson Act Parcels

According to the California Department of Conservation:

The Williamson Act, also known as the California Land Conservation Act of 1965, enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value.

Figure 11 shows (outlined in green) the Los Gatos properties that are subject to the Williamson Act. This status may assist in efforts to realize some of the desired connections.

Note: The Williamson parcels shown in the ad-hoc's GIS database were identified by visually cross-referencing between the low resolution map shown in the 2040 General Plan and the actual parcel map supplied by Santa Clara County. This should be cross-checked by Town staff to make sure the correct parcels were identified.

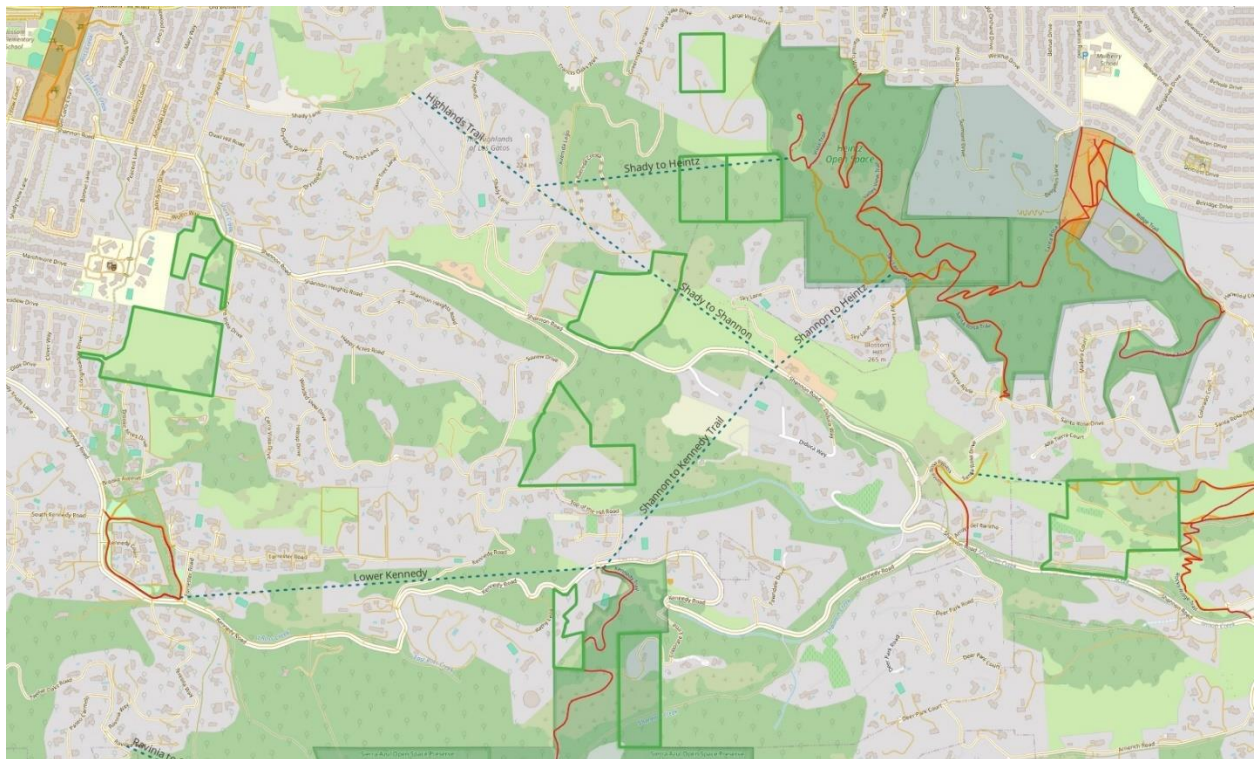


Figure 11: Los Gatos Williamson Act Parcels

5. Priorities

Any formal prioritization should be done by Town staff with appropriate public involvement. The ad-hoc committee has discussed priorities and suggests the Shady Lane to Heintz Open Space connections as the most valuable due to the quality of recreation opportunities in the Belgatos/Heintz/Santa Rosa area as well as the current difficulty of accessing this area from the west. At least part of this route has existing trail easements.

6. Resources

6.1. Shannon Valley and Shady Lane trails (Google Map):

This annotated Google map was prepared by Jim Handy, former Los Gatos Parks commissioner. It shows the existing Shannon Valley trails (in blue) and the easements through the Highlands of Los Gatos subdivision (in red).

<https://maps.google.com/maps/ms?ie=UTF8&t=p&source=embed&oe=UTF8&msa=0&msid=218327769807473927561.00045d1db4cc2eadece2c&dg=feature>

6.2. Ad-Hoc Committee GIS database

Figures above are generated from the database created by the ad-hoc committee. This data will be provided to Los Gatos PPW staff.



**TOWN OF LOS GATOS
PARKS AND SUSTAINABILITY
COMMISSION REPORT**

MEETING DATE:
06/10/2024
Item 5

DATE: May 6, 2024
TO: Parks and Sustainability Commission
FROM: Nicolle Burnham, Parks and Public Works Director
SUBJECT: Receive a Report on Park Use Agreements and Provide Feedback

RECOMMENDATION:

Receive a report on Park Use Agreements and Provide Feedback

BACKGROUND:

The Town offers a variety of reservable facilities, including three sports fields, seven tennis courts, the creek trail, and six park fields. These amenities can be reserved in two ways: for general use, with permits issued according to the adopted fees, and through use agreements for specific groups.

Field Use Permits

In 2023, the Parks and Public Works department issued 61 field use permits, and so far in 2024, we have issued 17 permits. These permits cover a variety of events, including runs, flag football, school activities, nonprofit events, and private gatherings. The current rates for field use permits are as follows: residents pay \$95 per day, while non-residents pay \$150 per day. For any additional days, residents incur an extra fee of \$25 per day, and non-residents incur an extra fee of \$40 per day.

Use Agreement Overview

Use agreements grant organizations access to Town facilities for recreational and educational purposes, contributing to the enrichment of our community. Organizations based within the jurisdiction of Los Gatos, or with a majority of its participants residing in Los Gatos, may be eligible to obtain a use agreement.

PREPARED BY: Meredith Johnston
Administrative Technician

BACKGROUND (continued):

The four use agreement recipients and a summary of the terms of the agreement follow.

Los Gatos Little League (LGLL) (Attachment 1):

- LGLL offers organized baseball activities for youth aged four to fifteen.
- Current agreement for Baggerly and Balzer Fields expires on June 30, 2027.
- Term of Agreement: Five years with the option to extend for two additional five-year periods upon mutual consent.
- Premises Definition: Facilities and amenities at Baggerly and Balzer Fields.
- Annual Use Fee: LGLL to pay an annual fee of \$6,600, subject to adjustment based on CPI changes.
- Facility Maintenance Fee: LGLL to pay a fee of \$4.00 per participant per class or program.
- Maintenance Responsibility: LGLL responsible for facility maintenance, excluding parking lots and restroom areas as outlined in section 2.4 of the Agreement.
- Compliance: LGLL to comply with all applicable provisions of the Los Gatos Town Code and park regulations.

Los Gatos-Saratoga Community Education and Recreation (LGSR) (Attachment 2):

- LGSR, established in 1956, provides community education and recreation services.
- Historical partnership with the Town includes a lease agreement since 2009 and a programming agreement since 2014.
- Use of Premises: LGSR to provide schedules for programming sessions at various parks.
- Term of Agreement: One year with nine additional one-year periods.
- Annual Use Fee: \$15,500, subject to adjustment based on CPI changes.
- Facility Maintenance Fee: \$4.00 per participant.
- Maintenance: LGSR responsible for site clean-up as outlined in section 2.8 of the agreement.
- Facility Use Policies: LGSR to comply with all applicable provisions of the Los Gatos Town Code and park regulations.

Los Gatos United Soccer Club (LGUSC) (Attachment 3):

- LGUSC, with over 1,700 participants, provides soccer programs for youth.
- Current agreement for Creekside Sports Park expires on June 30, 2028.
- Term of Agreement: Five years with the option to extend for two additional five-year periods upon mutual consent.
- Premises Definition: Facilities and amenities at Creekside Sports Park.
- Annual Use Fee: LGUSC to pay an Annual Use Fee of \$21,590, subject to adjustment based on CPI changes.
- Facility Maintenance Fee: LGUSC to pay a Facility Maintenance Fee of \$4.00 per participant per season.

BACKGROUND (continued):

- Maintenance Responsibilities: LGUSC to perform maintenance duties as outlined in Attachment B.
- Utilities Costs: LGUSC to pay a proportional share of utility costs based on field use hours.
- Compliance: LGUSC to comply with all applicable provisions of the Los Gatos Town Code and park regulations.

West Valley Red Hawks Lacrosse Club (Red Hawks) (Attachment 4):

- Red Hawks, established in 2004, promotes lacrosse in the Los Gatos-Saratoga area.
- Current agreement for Creekside Sports Park expires on June 30, 2028.
- Term of Agreement: Five years, with options for two additional five-year extensions upon mutual consent.
- Premises Definition: Facilities and amenities at Creekside Sports Park.
- Annual Use Fee: Red Hawks to pay an Annual Use Fee of \$6,500, subject to adjustment based on CPI changes.
- Facility Maintenance Fee: Red Hawks to pay a Facility Maintenance Fee of \$4.00 per participant per season.
- Facility Maintenance Fee: Red Hawks to perform maintenance duties as outlined in Attachment B.
- Compliance: Red Hawks to comply with all applicable provisions of the Los Gatos Town Code and park regulations.

Table 1. Park Use Fees by User Group

User Name	Annual Use Fee (\$)	CPI Adjustment	Annual Total Use Hours	Annual Fee Per Hour (\$/Hour)
Los Gatos United Soccer	\$21,590	FY2024/25	1,865	\$11.58
Red Hawks Lacrosse	\$5,850	FY2024/25	253	\$23.12
Los Gatos Little League	\$6,600	FY2023/24	1,216	\$5.43
Los Gatos Saratoga Recreation	\$15,500	FY2024/25	4,607	\$3.36

Table 2. Project Facility Maintenance Fee by User Group

User Name	Facility Maintenance Fee (Per Attendee per Season or Session)	Approximate Number of Annual Users	Projected Facility Maintenance Fee to be Paid Annually (\$)
Los Gatos United Soccer	\$4.00	350	\$1,400
Red Hawks Lacrosse (the Club)	\$4.00	125	\$500
Los Gatos Little League	\$4.00	200	\$800
Los Gatos Saratoga Recreation	\$4.00	4,300	\$17,200

DISCUSSION:

This report documents the allocation of field use among various community organizations within our jurisdiction. Field permits and use agreements play a crucial role in fostering community engagement, supporting youth development, and promoting recreational activities.

Current Landscape: Our community benefits from the involvement of several organizations that utilize Town fields for their programs and activities. These organizations include sports clubs, educational initiatives, and recreational programs. Effective allocation of field use ensures equitable access and optimal utilization of our resources.

Staff has gathered data from neighboring municipalities regarding field usage (Attachment 5). The findings reveal a trend with a significant portion of municipalities employing a permitting process rather than relying on use agreements.

Considerations: When working with user groups to develop agreements staff considers the following issues:

1. **Equity:** Ensuring fair access to field use for all community organizations, regardless of size or scope.
2. **Community Impact:** Assessing the positive impact of field use agreements or permits on community health, youth development, and recreational opportunities.
3. **Financial Sustainability:** Balancing the financial contributions from organizations with the maintenance costs and upkeep of Town fields.
4. **Program Diversity:** Supporting a diverse range of programs and activities that cater to various age groups, interests, and skill levels.
5. **Compliance:** Ensuring that all organizations adhere to Town regulations, safety standards, and environmental guidelines.

Proposed Approach: As staff considers the use of our assets our goal is to achieve the following:

1. **Transparent Process:** Implementing a transparent process for allocating field use agreements or a permitting process including clear criteria, evaluation metrics, and policy.
2. **Collaborative Decision-Making:** Involving stakeholders, such as community organizations, residents, and Town staff, in the decision-making process.
3. **Regular Review:** Conducting periodic reviews of field use agreements or permits to assess their effectiveness, address emerging needs, and make necessary adjustments.
4. **Flexibility:** Maintaining flexibility in the allocation process to accommodate changes in demand, program offerings, and community priorities.
5. **Communication:** Establishing effective communication channels to disseminate information, address concerns, and solicit feedback from stakeholders.

CONCLUSION:

The allocation of field use agreements or permits is a vital aspect of community development and engagement. By adopting a strategic and collaborative approach, we can ensure equitable access to Town fields while maximizing the positive impact of recreational and educational programs on our community. This report outlines the importance of effectively managing the allocation of field use agreements or permits and proposes a strategic approach to address the needs of our diverse community.

As the Commission considers this topic staff suggests the following potential questions for guidance:

1. Should certain groups be issued Use Agreements, or should all users follow the sport field reservation policy?
2. What criteria should be met for groups seeking a Use Agreement?
3. Should fees charged in Use Agreements be reduced (as is current practice) or should staff charge to hourly rate adopted by Town Council?
4. Should user groups be allowed to perform maintenance on Town owned sport fields as is the current practice?
5. Should the Park and Sustainability Commission recommend that Town Council direct staff to develop a field use policy?

Attachments:

1. Los Gatos Little League Use Agreement
2. Los Gatos-Saratoga Community Education and Recreation Use Agreement
3. Los Gatos United Soccer Club Use Agreement with Attachment B
4. West Valley Red Hawks Lacrosse Club Use Agreement with Attachment B
5. Field Use Data

**USE AGREEMENT
BETWEEN THE TOWN OF LOS GATOS
AND
LOS GATOS LITTLE LEAGUE**

THIS AGREEMENT is dated for identification this 1st day of July 2022 and is made by and between TOWN OF LOS GATOS, State of California ("Town") and LOS GATOS Little League ("LGLL") identified as a California nonprofit corporation and whose address is P.O. Box 93, Los Gatos, CA 95031.

I. RECITALS

- 1.1 Town is the owner of two (2) baseball facilities, one located in Blossom Hill Park, commonly known as Baggerly Field, and one located at 41 Miles Ave, commonly known as Balzer Field.
- 1.2 LGLL is chartered under the rules of Little League Baseball, Inc, and the laws of the State of California, to provide organized baseball team practice and competition for Los Gatos youth aged four (4) to fifteen (15).
- 1.3 LGLL has conducted baseball programs at Baggerly and Balzer Fields under contract with the Town since 1958.
- 1.4 Town and LGLL each desire LGLL to continue to conduct its programs at Baggerly and Balzer Fields.
- 1.5 Town and LGLL each desire a new agreement setting forth the specific terms and conditions under which LGLL may use Baggerly and Balzer Fields, responsibility for maintenance of the fields, responsibility for the cost related to the use of the fields, and the circumstances under which LGLL may make capital improvements to the field.

II. AGREEMENTS

- 2.1 Subject Premises. The Premises covered by this Agreement are depicted in Exhibit A and are as follows:

Baggerly Field at Blossom Hill Park, consisting of:

1. One baseball diamond, including infield and outfield grass, and dirt
2. Fences and gates surrounding the field of play
3. All portable and fixed bleachers
4. One electronic scoreboard
5. One flagpole
6. Restrooms, snack shack building (includes one storage room and 2 bathrooms)
7. Two dugouts

Balzer Field at 41 Miles Avenue, consisting of:

1. One baseball diamond, including infield and outfield grass, and dirt
2. Fences and gates surrounding the field of play
3. All portable and fixed bleachers
4. One electronic scoreboard
5. One flagpole
6. One batting cage
7. Restrooms, snack shack building (includes one storage room and 2 bathrooms)
8. Two dugouts

2.2 Use of Premises. LGLL shall have exclusive use of the Premises, except bathrooms and parking, which are open to the public at large, depicted in Exhibit A and are as follows:

January 1 to January 31:

1. Saturdays and Sundays from the time of opening of the Premises pursuant to the policies and procedures of the Town until dusk.

February 1 to July 31:

1. Monday through Friday, from 2:30 p.m. to dusk.
2. During designated Los Gatos Unified School District Vacation Days, use will be from the time of the opening of the Premises pursuant to the policies and procedures of the Town until dusk.
3. Saturdays and Sundays, from the time of the opening Premises pursuant to the policies and procedures of the Town until dusk.

August 1 to August 31:

1. There shall be no designated exclusive use times. Use may be requested by LGLL through the Town and, granted if the Premises are available.

September 1 to October 31:

1. Monday through Friday, from 2:30 p.m. to dusk.
2. During designated Los Gatos Unified School District Vacation Days, use will be from the time of the opening of the Premises pursuant to the policies and procedures of the Town until dusk.
3. Saturdays and Sundays, from the time of the opening of the Premises pursuant to the policies and procedures of the Town, until dusk.

November 1 to December 31:

1. There shall be no designated exclusive use times. Use may be requested by LGLL through the Town and, granted if the Premises are available.

Baggerly and Balzer fields will remain unlocked and available for public use during LGLL non-exclusive use periods.

Town has the final say in establishing the master schedule. Town will attempt to accommodate user groups at their requested time but reserves the right to propose use hours that balance the needs of all user groups equitably.

- 2.3 Term of Agreement. Unless terminated sooner pursuant to Section 4.3 of this Agreement, the Use Agreement remains in effect from July 1, 2022 through June 30, 2027. The term of this Agreement may be extended for up to two additional five-year periods upon mutual written consent of the parties.
- 2.4 Maintenance. LGLL shall be fully responsible for maintaining the Premises, excluding the restrooms, and parking lots. LGLL shall pick up and dispose of the litter, trash, and recyclables in the restrooms and parking areas during the hours of exclusive use of the Premises as described in Sections 2.1 and 2.2 above. The maintenance of the playing facilities shall include but is not limited to cutting, fertilizing, watering, weed control, irrigation repairs, and modifications, replacing grass areas, dragging and filling holes in dirt areas, repairing and replacing premises fencing and backstops, and maintaining/replacing electronic scoreboards and bleachers. Town shall have the right to approve any vendor used by LGLL for landscape maintenance. LGLL shall submit information to Town about any proposed landscape maintenance vendor not less than 60 days prior to changing landscape maintenance companies. The snack shack shall be maintained in a clean and sanitary condition and shall comply with all Santa Clara County Health Department regulations pertaining to food services. Trash and recyclables must be properly disposed of. At no time during this contract shall LGLL make any changes to the security or modifications to Town owned structures without the consent of Town representatives. This includes and is not limited to interior/exterior locks, walls, and doors.
- 2.5 Capital Improvements and Repairs. LGLL shall not undertake any capital repairs or improvements to the Premises without first obtaining the written consent of Town and without obtaining all permits and approvals as required by Town Code, policies, and guidelines, or as otherwise required by law.

Should it become necessary to make any capital repairs or improvements to the common buildings (restroom/snack shack) of the Premises, including roof or plumbing repairs or replacement, LGLL shall pay its proportional share of the cost which is hereby agreed to be fifty percent (50%), but shall not exceed a total of twenty-five thousand dollars (\$25,000) over the initial term of this Agreement or any subsequent term. In the event that the cost of any capital repair or improvement exceeds five thousand (\$5,000), LGLL may make periodic payments of the amount in excess of five thousand (\$5,000) over the remaining term of this Agreement until the full amount has been paid. In no event shall any periodic payment be made in an amount less than five thousand (\$5,000) per year or the full amount not be paid. The necessity of such repairs or replacement shall be determined at the sole discretion of the Town, which shall provide LGLL with sixty (60) days written notice of its intent to undertake any such project. Town shall make all efforts to schedule repairs and replacements at dates and times that will minimize the impact on LGLL's operations, which shall include consulting with LGLL prior to scheduling any such work. LGLL shall cooperate fully and reasonably with Town's efforts to complete repairs or replacements. Town shall invoice LGLL for its share of repair or replacement cost, which shall be paid by LGLL within thirty (30) days of the invoice date.

In no event shall Town be responsible for the cost of any capital improvements or repairs to the Premises other than to the common buildings described herein. LGLL shall be solely

responsible for all damage to the Premises or other property, whether real or personal, including broken glass, resulting in any way from LGLL's use of Premises. LGLL shall report to the Town the occurrences of all such damage within twenty-four (24) hours of occurrence or knowledge by the licensee, or, in the case of damage occurring between 5:00 p.m. on Friday through the dusk the following Saturday, by no later than 9:00 a.m. the following Monday. LGLL shall not be responsible for any damage to the Premises that occurs not related in any manner to LGLL's use of the Premises.

Any capital improvements or repairs, whether undertaken or paid for in part by Town or LGLL, shall be the sole property of the Town and shall remain with the Premises upon expiration or termination of this Licensee.

- 2.6 Annual Use Fee. Beginning July 1, 2022, and every year thereafter, LGLL shall pay the Town of Los Gatos an Annual Use Fee for the use of the Premises. The initial Annual Use Fee shall be \$6,600. The Annual Use Fee shall be considered full and fair compensation for the exclusive use of the facility for those days and times indicated on the Annual Schedule. On July 1, 2023, and each anniversary thereafter, the Annual Use Fee shall be adjusted according to the percent change in the U. S. Department of Labor, Bureau of Labor Statistics Consumer Price Index, All Items, All Urban Consumers, San Francisco-Oakland-San Jose, 1982-84-100 Index.
- 2.6 Facility Maintenance Fee. Beginning July 1, 2022, and continuing for the full term of this agreement, including any extensions, each participant in programs or classes offered by LGLL on Town premises will be charged a four (\$4.00) Facility Maintenance Fee (FMF) per season. The Facility Maintenance Fee shall be assessed by LGLL at the time of registration or any payment of program fees and shall be retained by LGLL in a separate account and shall be remitted to the Town quarterly. Participants shall be charged an FMF for each distinct season at which registration and fees are typically collected by LGLL.
- 2.7 Payment. LGLL shall make all payments required pursuant to this Agreement, whether or not invoiced by Town, no later than February 1 of each year payments are due. All payments shall be mailed by first class mail or delivered in person at Town offices and addressed as follows:
- Town of Los Gatos
Attn: Finance Department
P.O. Box 697
Los Gatos, California 95031
- 2.8 Assignment. LGLL shall not assign any portion of this Agreement or allow the use of the Premises by any other person or entity contrary to the terms of this Agreement, without the prior written approval of Town. LGLL is expressly prohibited from use of the Premises for any activity other than activities sanctioned and associated with LGLL.
- 2.9 Personal Property. Personal property of LGLL shall be LGLL's sole responsibility to acquire, repair, replace and store. LGLL shall remove its personal property at the expiration or

termination of this Agreement. Any personal property not so removed shall become the sole property of Town with no compensation.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. LGLL agrees to have and maintain for the duration of this Agreement, General Liability insurance policies insuring LGLL, its elected and appointed officials, employees, and agents to an amount not less than two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage. Insurance is to be placed with insurers with a current Best's rating of no less than B+.
- ii. LGLL agrees to have and maintain for the duration of this Agreement, an Automobile Liability insurance policy insuring the LGLL, its elected and appointed officials, employees, and agents to an amount not less than one million (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. LGLL shall provide to the Town all certificates of insurance, with original endorsements affecting coverage. LGLL shall provide all certificates and endorsements before the term of the Agreement begins.

General Liability:

- i. The Town, its elected and appointed officials, employees, and agents are to be covered as additional insured with respect to liability arising out of activities occurring on or related to the occupancy and use of the Premises by LGLL.
- ii. LGLL insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the Town, its elected and appointed officials, employees, or agents shall be in excess of the LGLL's insurance and shall not contribute to it.
- iii. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Town, its elected or appointed officials, employees, or agents.
- iv. LGLL 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, canceled, 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. The LGLL shall ensure that current certification of such insurance is on file at all times with the Town Clerk during the term of this agreement.
- 3.3 Workers' Compensation. Workers' Compensation. In addition to these policies, LGLL shall have and maintain Workers' Compensation insurance as required by California law. Further, LGLL shall ensure that all contractors employed on the Premises by the LGLL provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Property Insurance. Town shall have no obligation to maintain any insurance of the Premises or any personal property placed on the Premises. LGLL shall be solely responsible for obtaining whatever insurance coverage that LGLL believes may be appropriate to protect and indemnify LGLL for loss to the Premises or to any personal property that LGLL may place on the Premises.
- 3.5 Indemnification. LGLL agrees to indemnify, hold harmless, and defend the Town, its elected and appointed officials, employees, and agents, from and against any and all damages, claims or liability, penalties, costs, or expenses in law or equity that may at any time arise from any loss, damage, or injury to persons or property occurring in or about the Premises that arises out of or incident to the LGLL's use of the Premises, including use by anyone that the LGLL has permitted or allowed to use the Premises. This obligation to indemnify, hold harmless, and defend applies whether or not the incident or claim or liability is or may be related to negligence on the part of the Town.

IV. GENERAL TERMS

- 4.1 Damage and Destruction. Damage or destruction of any portion of the Premises by any cause shall not terminate this Agreement or otherwise affect the respective obligations of the two parties, any present or future law to the contrary notwithstanding, except pursuant to the provisions of this Section 4.1.

If because of the destruction or damage to the Premises, the Premises is entirely unsuitable or inadequate for the use specified herein, the Town and/or LGLL shall be entitled to terminate the Agreement.

Under no circumstances does the Town have any obligation to provide LGLL with an alternative property to conduct its operations, and LGLL is solely responsible for obtaining such insurance as LGLL deems appropriate to protect its interests should damage or destruction to the Premises occur.

LGLL shall be liable for any loss, damage or injury to the field and/or Premises as a result of the direct or indirect use of the Premises by LGLL under this agreement.

- 4.2 Facilities Use Policies. LGLL shall comply, without limitation, with all applicable provisions of the Los Gatos Town Code, with special attention to Chapter 19, Parks and Recreation provisions. LGLL shall also comply with any park rules and regulations established by the Director of Parks and Public Works pursuant to Section 19.10.025(17) of the Town Code, including those rules set forth in Attachment A, Town of Los Gatos Park Rules and Regulations. LGLL agrees to apply with the current rules and regulations available at www.losgatosca.gov/parkres as well as any future amendments to those rules and regulations. Failure to comply with these policies may result in suspension and/or termination of this Agreement.

LGLL agrees to comply with the state "Fair Play in Community Sports Act." LGLL will not discriminate on the basis of gender and boys' and girls' teams will have equal access to the

- 4.3 Termination of Agreement. LGLL shall promptly terminate its use of the Premises at the termination of this Agreement, leaving the Premises in the same condition it was received, in good order and repair, reasonable wear and tear, and damage by the elements excepted. All improvements and alterations made by LGLL shall become the property of the Town upon the termination of the Agreement without compensation by the Town. Any personal property not removed by LGLL within thirty (30) days of the termination of this Use Agreement shall become the property of the Town and may be disposed of as the Town in its sole discretion deems advisable.

This Agreement shall continue in full force and effect unless prior to February 1st of any calendar year, either Party provides written notice to the other Party that it desires to terminate the Agreement for convenience and, upon such notice, the Agreement shall terminate on June 30th of the same calendar year.

If Town in its sole discretion determines that it requires the Premises for any public purpose, Town may terminate this Agreement upon one hundred eighty (180) days written notice. In the event of an emergency, Town may terminate this Agreement upon five (5) days written notice. "Emergency," for the purpose of this paragraph, is defined as when the Town Council declares the State of Emergency. Upon termination of this Agreement in the event of an Emergency, Town and LGLL will work cooperatively to develop a written plan for the transition of services and vacation of Premises by LGLL.

In the event of any material default or breach by LGLL, Town may at any time thereafter, following any notice required by statute, and without limiting Town in the exercise of any right or remedy which may have a reason of such default or breach:

Terminate LGLL's right to possession of the Premises by any lawful means, in which case this Agreement shall terminate and LGLL shall immediately surrender possession of the Premises to Town. In such event, Town shall be entitled to recover from LGLL any damages incurred by Town by reason of LGLL's default including but not limited to: the cost of recovering possession of the Premises and reasonable attorneys' fees.

Pursue any other remedy now or hereafter available to Town under the laws of the State of California. Town shall have all remedies provided in law and equity.

LGLL waives all rights of redemption or relief from forfeiture under California Code of Civil Procedure sections 1174 and 1179 and any other present, and future law, in the event LGLL is evicted or Town otherwise lawfully takes possession of the Premises by reason of any default or breach of this Agreement by LGLL.

If LGLL fails to remove any personal property belonging to LGLL from the Premises after forty-five (45) days of the expiration or termination of this Agreement, such property shall at the option of the Town be deemed to have been transferred to Town. Town shall have the right to remove and dispose of such property without liability to LGLL or to any person claiming under LGLL, and the Town shall have no need to account of such property.

4.4 No Property Rights. Nothing in this Agreement is in any way intended to establish, convey, create or otherwise grant to LGLL any form of property rights in the Premises, nor shall such rights be established, conveyed, created, or otherwise granted by LGLL's use of the Premises pursuant to the Agreement. LGLL hereby acknowledges that it currently has no property interest in the Premises or any improvements thereto or fixtures location thereon and that any claim it may have to same is hereby and forever waived.

4.5 Notices. Any written correspondence or Notices given under this Agreement shall be addressed as follows:

To Los Gatos Little League:

President

Los Gatos Little League

P.O. Box 93

Los Gatos, CA 95031

To the Town:

Director

Department of Parks and Public Works

Town of Los Gatos

41 Miles Avenue

Los Gatos, CA 95030

Notices shall be delivered by first class, postage prepaid mail, or in person. If mailed, a notice shall be deemed effective on the fifth day following in the U.S. Mail.

4.6 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 License Agreement.

4.7 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between Town and LGLL. No terms, conditions, understanding, 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 LGLL have executed this Use Agreement.

Town of Los Gatos:

DocuSigned by:




853FEEA2EB39470...

Laurel Prevetti, Town Manager

Los Gatos Little League:

DocuSigned by:



4AA8F632700940D...

Chad Kutting, President

Recommended by:

DocuSigned by:



0E97831349644C3...

Nicolle Burnham

Director of Parks and Public Works

Approved as to Form:

DocuSigned by:



EFD6738A5534428...

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:



BF6EB0DE2C214F8...

Wendy Wood, CMC, Town Clerk

**USE AGREEMENT
BETWEEN THE TOWN OF LOS GATOS
AND
LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION**

THIS AGREEMENT is dated for identification this 1st day of July 2023 and is made by and between TOWN OF LOS GATOS, State of California ("Town") and LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION ("LGSR") identified as a Joint Powers Authority and whose address is 208 E. Main Street, Los Gatos, CA 95030.

I. RECITALS

- 1.1 Los Gatos-Saratoga Community Education and Recreation ("LGSR"), a joint powers agency of the Los Gatos Union School District, Saratoga Union School District, and Los Gatos-Saratoga Union High School District was established to ensure the effective and efficient provision of community education and recreation services to the communities of Los Gatos, Saratoga, Monte Sereno, and Santa Cruz Mountains communities.
- 1.2 LGSR provides fee-based public recreation, supplemental education, and childcare programs for Los Gatos, Monte Sereno, Saratoga, and the Santa Cruz Mountains communities. LGSR and the Town have been under contract since 2014 for programs within certain parks that are owned and operated by the Town.
- 1.3 In order to provide convenient and effective programs to its constituent communities, LGSR desires to use various parks and open spaces owned and maintained by the Town of Los Gatos ("Town").
- 1.4 The Town requested and LGSR has agreed to provide recreational programming for adults aged 55 years and older for the Town of Los Gatos.

II. AGREEMENTS

- 2.1 Subject Premises. The premises covered by this agreement are the portions of Blossom Hill Park, Creekside Sports Park, La Rinconada Park, and Oak Meadow Park (collectively, the "Premises") denoted in Attachment 1. LGSR may request the use of additional premises which shall be considered by the Town and authorized for use as more fully described in Section 2.7.
- 2.2 Use of Premises. LGSR shall be allowed the use of the Premises for approved Programs during those times and dates as shown on the "Annual Schedule". The Annual Schedule shall cover camps and classes and shall identify what portion or portions of the Premises shall be designated for each approved Program. Each year this Agreement is in force, LGSR shall submit a schedule no later than June 30th for the upcoming Fall session, no later than

September 30th for the upcoming Winter and Spring session, and no later than February 28th for the upcoming Summer session.

LGSR may request changes to the Annual Schedule by written notification to the Department of Parks and Public Works but shall endeavor to minimize changes to the schedule. All changes should be made in writing no less than 30 days prior to the effective date of the change. Town has the final say in establishing the master schedule. Town will attempt to accommodate user groups at their requested time but reserves the right to propose use hours that balance the needs of all user groups equitably. The Town of Los Gatos shall have sole authority to approve the Annual Schedule and any requested changes to the Annual Schedule.

LGSR may partner with third party providers that have executed Use Agreements with the Town. In the case of such partnerships the Use Hours and Facility Maintenance Fee payments will be paid by the third party and not by LGSR.

- 2.3 Term of Agreement. Unless terminated sooner pursuant to Section 4.3 of this Agreement, the Use Agreement remains in effect from July 1, 2023 through June 30, 2024. The term of this Agreement may be extended for up to nine additional one-year periods.
- 2.4 Annual Use Fee. Beginning July 1, 2023, and every year thereafter, LGSR shall pay the Town of Los Gatos an Annual Use Fee for the use of the Premises. The initial Annual Use Fee shall be \$15,500, which represents 4,607 hours of Premises Use. The Annual Use Fee shall be considered full and fair compensation for use of the Premises for those days and times on the approved Annual Schedule, and in conjunction with the Facility Maintenance Fee described in Section 2.5, shall be used by the Town to help fund the cost of the maintenance of the Premises.
- 2.5 Facility Maintenance Fee. Beginning July 1, 2023, and continuing for the full term of this agreement, including any extensions, each participant in programs or classes offered by LGSR on Town premises will be charged a four (\$4.00) Facility Maintenance Fee (FMF) per session. The Facility Maintenance Fee shall be assessed by LGSR at the time of registration or payment of program fees and shall be remitted to the Town quarterly. Participants shall be charged an FMF for each separate registration in a program or class offered by LGSR offered on the Premises covered by this agreement.
- 2.6 Annual Use Fee Adjustment-Change in CPI. On July 1, 2024, and each anniversary thereafter, the Annual User Fee shall be adjusted according to the percent change in the U. S. Department of Labor, Bureau of Labor Statistics Consumer Price Index, *All Items, All Urban Consumers, San Francisco-Oakland-San Jose, 1982-84-100 Index*.
- 2.7 Annual Use Fee Adjustment-Change in Programming or Facilities. On July 1, 2024, and each anniversary thereafter, the Annual User Fee shall also be adjusted based on programming changes resulting in a material increase or decrease in the use of the

Premises. In addition, the Annual User Fee shall be adjusted to reflect the addition of any new facilities or cessation of use at any of the facilities that comprise the Premises. Should LGSR increase or decrease its requested hours of use as set forth in the Annual Schedule, by 5% or more, the Annual Use Fee shall be adjusted proportionally based on the percentage change in hours. Any fee adjustment under this section will be negotiated in good faith between the Town and LGSR as part of the development of the Annual Schedule. Programming that is specifically marketed to and participation is limited to senior participants aged 55 years and older shall not be included in the calculated increase of hours.

- 2.8 Maintenance. LGSR shall be responsible for general site clean-up including pick up and disposal of trash that may result from the approved use of the Premises.
- 2.9 Facility Use Policies. LGSR shall comply, without limitation, with all applicable provisions of the Los Gatos Town Code, with special attention to Chapter 19, Parks and Recreation provisions. LGSR shall also comply with any park rules and regulations established by the Director of Parks and Public Works pursuant to Section 19.10.025(17) of the Town Code, including those rules set forth in Attachment A, Town of Los Gatos Park Rules and Regulations. LGSR agrees to comply with the current rules and regulations available at www.losgatosca.gov/parkres as well as any future amendments to those rules and regulations. Failure to comply with these policies may result in suspension and/or termination of this agreement.

LGSR agrees to comply with the state "Fair Play in Community Sports Act." LGSR will not discriminate on the basis of gender and boys' and girls' teams will have equal access to the facilities.

- 2.10 Payment. LGSR shall make all payments, whether or not invoiced by Town, required pursuant to this Agreement no later than November 1 and April 1 of each year that such payments are due. All payments shall be mailed by first class mail or delivered in person at Town offices and addressed as follows:

Town of Los Gatos
Attn: Finance Department
P.O. Box 697
Los Gatos, California 95031

- 2.11 Assignment. LGSR shall not assign any portion of this Agreement or allow any use of the Premises by any other person or entity contrary to this Agreement's terms, without the Town's prior written approval. LGSR is expressly prohibited from use of the Premises for any activity other than activities sanctioned and associated with LGSR.
- 2.12 Personal Property. Personal property of LGSR shall be LGSR's sole responsibility to acquire, repair, replace and store. Any storage of personal property on the Premises shall

require prior approval by the Town. LGSR shall remove all personal property at the expiration or termination of this Agreement, or sooner, as directed by the Town in its sole discretion. Any personal property not so removed with 30 days of notification by the Town shall become the sole property of Town with no compensation.

- 2.13 Temporary Signage. LGSR shall be permitted to install temporary event signage on the Premises upon approval of an application to the Town of Los Gatos Planning Department pursuant to the provisions of Section 29.10.120 (4) Event Signs of the Town Code. Each LGSR Activity Quarter (summer, fall spring, winter) shall be eligible for temporary event signage. All temporary event signage must include the LGSR logo of such size and placement that it is clear that the signage is for a program or activity sponsored by LGSR. The Town shall charge a single Temporary Signage fee for each year.
- 2.14 New Program Vendors Referral. The Town and LGSR shall meet and negotiate in good faith a New Program Vendor Referral procedure, wherein the Town directs prospective new program vendors to LGSR for initial consideration prior to any issuance of permits or negotiation of use agreements directly between the Town and the prospective vendor.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. LGSR agrees to have and maintain for the duration of this Agreement, General Liability insurance policies insuring LGSR, its elected and appointed officials, employees, and agents to an amount not less than two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Insurance is to be placed with insurers with a current Best's rating of no less than B+.
- ii. LGSR agrees to have and maintain, for the duration of this Agreement, an Automobile Liability insurance policy insuring the LGSR, its elected and appointed officials, employees, and agents to an amount not less than one million (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. LGSR shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. LGSR shall provide all certificates and endorsements before term of Agreement begins.

General Liability:

- i. The Town, its elected and appointed officials, employees and agents are to be covered as additional insured as respects to liability arising out of activities occurring on or related to the occupancy and use of the Premises by LGSR.
- ii. The LGSR's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees and agents. Any insurance or self-insurance maintained by the Town, its elected and appointed officials, employees or agents shall be excess of the LGSR'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 LGSR'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, canceled, 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. The LGSR shall ensure that current certification of such insurance is on file at all times with the Town Clerk during the term of this agreement.

3.3 Workers' Compensation. In addition to these policies, LGSR shall have and maintain Workers' Compensation insurance as required by California law. Further, LGSR shall ensure that all contractors employed on the Premises by the LGSR provide the required Workers' Compensation insurance for their respective employees.

3.4 Property Insurance. LGSR shall have no obligation to maintain any insurance of the Premises or any personal property placed on the Premises. LGSR shall be solely responsible for obtaining whatever insurance coverage that the LGSR believes may be appropriate to protect and indemnify the LGSR for loss to the Premises or to any personal property that the LGSR may place on the Premises.

3.4 Indemnification. LGSR agrees to indemnify, hold harmless, and defend the Town, its elected and appointed officials, employees, and agents, from and against any and all damages, claims or liability, penalties, costs or expenses in law or equity that may at any time arise from any loss, damage, or injury to persons or property occurring in or about the Premises that arises out of or incident to the LGSR's use of the Premises, including use by anyone that the LGSR has permitted or allowed to use the Premises. This obligation to

indemnify, hold harmless, and defend applies whether or not the incident or claim or liability is or may be related negligence on the part of the Town.

IV. GENERAL TERMS

- 4.1 Damage and Destruction. Damage or destruction of any portion of the Premises by any cause shall not terminate this Agreement or otherwise affect the respective obligations of the two parties, any present or future law to the contrary notwithstanding, except pursuant to the provisions of this Section 4.1.

If because of destruction or damage, a portion of the Premises becomes unsuitable or inadequate for use as specified in the Annual Schedule the Town and LGSR shall meet and work cooperatively to identify an alternative location for the use. If the alternative location can be found on Town-owned property, then no modification of the Annual Use Fee shall be made. If no alternative location can be found, or if an alternative location is found that is not on Town-owned property, then LGSR shall be entitled to a prorated refund of the Annual Use Fee, calculated by determining that fee that would have been assessed for the displaced program or activity is if it had been issued a Facility Use Fee Permit. Any such calculation will be based on the Town's approved schedule of Annual Fees and Charges in effect at the time of the program displacement.

Under no circumstances does the Town have any obligation to provide LGSR with an alternative property to conduct its operations, and LGSR is solely responsible for obtaining such insurance as the LGSR deems appropriate to protect its interests should damage or destruction to any of the Premises occur.

LGSR shall be liable for any loss, damage, or injury to the Premises as a result of the direct or indirect use of the Premises by LGSR under this agreement.

- 4.2 Compliance with Town Codes. LGSR shall comply with all Town Code provisions, including Chapter 19 of the Code concerning Parks and Recreation.
- 4.3 Termination of Agreement. LGSR shall promptly terminate its use of the Premises at the expiration of this Agreement, leaving the Premises in the same condition it was received, in good order and repair, reasonable wear and tear and damage by the elements excepted. Any personal property not removed by LGSR within thirty (30) days of the termination of this Agreement shall become the property of the Town and may be disposed of as the Town in its sole discretion deems advisable.

This Agreement shall continue in full force and effect unless prior to February 1st of any calendar year, either Party provides written notice to the other Party that it desires to terminate the Agreement for convenience and, upon such notice, the Agreement shall terminate on June 30th of the same calendar year.

If Town in its sole discretion determines that it requires the Premises for any public purpose, Town may terminate this Agreement upon one hundred eighty (180) days written notice. In the event of an emergency, Town may terminate this Agreement upon five (5) days written notice. "Emergency," for the purpose of this paragraph, is defined as when the Town Council declares a State of Emergency. Upon termination of this Agreement in the event of an Emergency, Town and LGSR will work cooperatively to secure alternative facilities for LGSR programs.

In the event of any material default or breach by LGSR, Town may at any time, thereafter, following any notice required by statute, and without limiting Town in the exercise of any right or remedy which may have reason of such default or breach:

Terminate LGSR's right to possession of the Premises by any lawful means, in which case this Agreement shall terminate and LGSR shall immediately surrender possession of the Premises to Town. In such event, Town shall be entitled to recover from LGSR any damages incurred by Town by reason of LGSR's default including but not limited to the cost of recovering possession of the Premises and reasonable attorneys' fees.

Pursue any other remedy now or hereafter available to Town under the laws of the State of California. Town shall have all remedies provided in law and equity.

LGSR waives all rights of redemption or relief from forfeiture under California Code of Civil Procedure sections 1174 and 1179, and any other present, and future law, in the event LGSR is evicted or Town otherwise lawfully takes possession of the Premises by reason of any default or breach of this Agreement by LGSR.

- 4.4 No Property Rights. Nothing in this Agreement is in any way intended to establish, convey, create or otherwise grant LGSR any form of property rights in the Premises, nor shall such rights be established, conveyed, created or otherwise granted by LGSR's use of the Premises pursuant to this Agreement. LGSR hereby acknowledges that it currently has no property interest in the Premises or any improvements thereto or fixture's location thereon, and that any claim it may have to same is hereby and forever waived.
- 4.5 Notices. Any written correspondence of Notices given under this Agreement shall be addressed as follows:

To the LGSR:
Executive Director
Los Gatos-Saratoga Recreation
123 E. Main Street
Los Gatos, CA 95030

To the Town:
Director
Department of Parks and Public Works
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030

Notices shall be delivered by first class, postage prepaid mail or in person. If mailed, a notice shall be deemed effective on the fifth day following in the U.S. Mail.

- 4.6 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 subsequent breach of the same or any other provision of this License Agreement.
- 4.7 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between Town and LGSR. No terms, conditions, understanding, 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 LGSR have executed this Use Agreement.

Town of Los Gatos:

DocuSigned by:

Laurel Prevetti

653FEEA2EB39470...

Laurel Prevetti, Town Manager

Los Gatos-Saratoga Recreation:

DocuSigned by:

Nancy Rollett

44FBC88545CC400...

Nancy Rollett, Executive Director

Recommended by:

DocuSigned by:

Nicole Burnham

0E97831349644C3...

Nicole Burnham

Director of Parks and Public Works

Approved as to Form:

DocuSigned by:

Gabrielle Whelan

EF06738A5534428...

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

Wendy Wood

BF0EBCBE2C214F8...

Wendy Wood, CMC, Town Clerk

ATTACHMENT 1
Areas Included in this Agreement



S:\COUNCIL REPORTS\2023\06-06-23\Use Agreement - Los Gatos Saratoga Recreation\LGSR Reserved Area Maps.dwg

ATTACHMENT 1
Areas Included in this Agreement



ATTACHMENT 1
Areas Included in this Agreement



**USE AGREEMENT
BETWEEN THE TOWN OF LOS GATOS
AND
LOS GATOS UNITED SOCCER CLUB**

THIS AGREEMENT is dated for identification this 1st day of July 2023 and is made by and between TOWN OF LOS GATOS, State of California ("Town") and LOS GATOS UNITED SOCCER CLUB ("LGUSC") identified as a California nonprofit corporation and whose address is 15466 Los Gatos Boulevard, Suite 109 Box 168, Los Gatos, California 95032.

I. RECITALS

- 1.1 Town is the owner of Creekside Sports Park, located at 930 University Avenue, Los Gatos, California.
- 1.2 LGUSC is an affiliate of the NorCal Premier Soccer League and as such, its teams and players are governed by the rules, regulations, and bylaws of the NorCal Premier Soccer League.
- 1.3 With 350 participants, LGUSC provides high quality youth soccer programs for youth from Los Gatos and the surrounding communities which emphasize the development of soccer skills, promote self-esteem, encourage good sportsmanship, and enhance other development assets.
- 1.4 LGUSC was a major partner with the Town in marshaling community support for the acquisition and development of the Creekside Sports Park.
- 1.5 Town and LGUSC each desire an agreement between them setting forth the specific terms and conditions under which the LGUSC may use the Creekside Sports Park, including hours of use; responsibility for maintenance of the fields and adjacent grounds; use and maintenance of associated facilities and structures; including but not limited to the "snack shack" portion of the restroom facility; storage of LGUSC goods and equipment; and other related items.

II. AGREEMENTS

- 2.1 Subject Premises. The Premises covered by this Agreement is the Creekside Sports Park, located at 930 University Avenue, Los Gatos, California. A drawing depicting the Premises is attached hereto and incorporated by reference (Attachment A).
- 2.2 Use of Premises. LGUSC shall have exclusive use of the Premises, except bathrooms and parking, which are open to the public at large, only during those times and dates as shown on "Annual Schedules". LGUSC shall also have exclusive use of the kitchen/snack shack portion of the restroom/kitchen building during exclusive and non-exclusive use times and dates. The Annual Schedule shall cover camps and classes for the Winter, Spring, Summer, and Fall sessions. No later than October 1st of each year this Agreement is in force, LGUSC

and Town staff shall meet to develop an Annual Schedule for the following calendar year. Town has the final say in establishing the master schedule. Town will attempt to accommodate user groups at their requested time but reserves the right to propose use hours that balance the needs of all user groups equitably. Town retains the right to use or authorize the use of the Premises for all dates and times not allocated to LGUSC in the Annual Schedule.

LGUSC may request changes to the Annual Schedule by written notification to the Department of Parks and Public Works but shall endeavor to minimize changes to the schedule during each calendar year. All changes should be made in writing no less than 30 days prior to the effective date of the change. The Town of Los Gatos shall have sole authority to approve the Annual Schedule and any requested changes to the Annual Schedule.

- 2.3 Term of Agreement. Unless terminated sooner pursuant to Section 4.3 of this Agreement, the Use Agreement remains in effect from July 1, 2023 through June 30, 2028. The term of this Agreement may be extended for up to two additional five-year periods upon mutual written consent of the parties.
- 2.4 Annual Use Fee. Beginning July 1, 2023, and every year thereafter, LGUSC shall pay the Town of Los Gatos an Annual Use Fee for the use of the Premises. The initial Annual Use Fee shall be \$21,590. The Annual Use Fee shall be considered full and fair compensation for the exclusive use of the facility for those days and times indicated on the Annual Schedule and shall be deemed adequate and fair compensation to the Town for its maintenance responsibilities and contribution toward future life-cycle replacement expenses. On July 1, 2024, and each anniversary thereafter, the Annual User Fee shall be adjusted according to the percent change in the U. S. Department of Labor, Bureau of Labor Statistics Consumer Price Index, All Items, All Urban Consumers, San Francisco-Oakland-San Jose, 1982-84-100 Index.
- 2.5 Facility Maintenance Fee. Beginning July 1, 2023, and continuing for the full term of this agreement, including any extensions, each participant in the LGUSC using Creekside Sports Park will be charged a \$4.00 Facility Maintenance Fee (FMF) per participant per season, a season is August 1 to May 31. The Facility Maintenance Fee shall be assessed by LGUSC at the time of registration or any payment of program fees and shall be retained by LGUSC in a separate account and shall be remitted to the Town quarterly. Participants shall be charged an FMF for each distinct season at which registration and fees are typically collected by LGUSC.
- FMF revenue received by the Town from LGUSC shall be used solely to fund the cost of maintenance and operations of the Premises.
- 2.6 Additional Annual Use Fee Adjustment. Should LGUSC increase or decrease its requested hours of use as set forth in the Annual Schedule, by 5% or more, the Annual Use Fee shall be adjusted proportionally based on the percentage change in hours. In no case shall the

Annual Use Fee be decreased by more than 10% below the initial Annual Use Fee set forth in Section 2.4.

- 2.7 Maintenance. LGUSC shall be responsible for the maintenance responsibilities set forth in Attachment B, Maintenance Responsibilities.
- 2.8 Facility Use Policies. LGUSC shall comply, without limitation, with all applicable provisions of the Los Gatos Town Code, with special attention to Chapter 19, Parks and Recreation provisions. LGUSC shall also comply with any park rules and regulations established by the Director of Parks and Public Works pursuant to Section 19.10.025(17) of the Town Code, including those rules set forth in Attachment C, Town of Los Gatos Park Rules and Regulations, and Attachment D, Town of Los Gatos Creekside Sports Park Special Use Policies. LGUSC agrees to apply with the current rules and regulations available at www.losgatosca.gov/parkres as well as any future amendments to those rules and regulations. Failure to comply with these policies may result in suspension and/or termination of this Agreement.

LGUSC agrees to comply with the state "Fair Play in Community Sports Act." LGUSC will not discriminate on the basis of gender and boys' and girls' teams will have equal access to the facilities.

- 2.9 Utility Costs. In addition to the Annual Use Fee, LGUSC shall be obligated to pay its proportional share of utility costs. The Town shall invoice LGUSC annually, no later than March 1 of each calendar year, for a proportional share of utility costs (water, power, and sewer services) for the prior calendar year, calculated by dividing the total hours of exclusive LGUSC field use by the total hours of field use allocated to all permitted users plus any hours the facility is open to the general public.
- 2.10 Payment. LGUSC shall make all payments, whether or not invoiced by Town, required pursuant to this Agreement no later than February 1 of each year payments are due. All payments shall be mailed by first class mail or delivered in person at the Town office and addressed as follows:

Town of Los Gatos
Attn: Finance Department
P.O. Box 697
Los Gatos, California 95031

- 2.11 Assignment. LGUSC shall not assign any portion of this Agreement or allow the use of the Premises by any other person or entity contrary to this Agreement's terms, with the out Town's prior written approval. LGUSC is expressly prohibited from use of the Premises for any activity other than activities sanctioned and associated with LGUSC.
- 2.12 Personal Property. Personal property of LGUSC shall be LGUSC's sole responsibility to acquire, repair, replace and store. LGUSC shall remove its personal property at the

expiration or termination of this Agreement. Any personal property not so removed shall become the sole property of Town with no compensation

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. LGUSC agrees to have and maintain for the duration of this Agreement, General Liability insurance policies insuring LGUSC, its elected and appointed officials, employees, and agents to an amount not less than two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Insurance is to be placed with insurers with a current Best's rating of no less than B+.
- ii. LGUSC agrees to have and maintain for the duration of this Agreement, an Automobile Liability insurance policy insuring the LGUSC, its elected and appointed officials, employees, and agents to an amount not less than one million (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. LGUSC shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. LGUSC shall provide all certificates and endorsements before term of Agreement begins.

General Liability:

- i. The Town, its elected and appointed officials, employees, and agents are to be covered as additional insured as respects to liability arising out of activities occurring on or related to the occupancy and use of the Premises by LGUSC.
- ii. LGUSC insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the Town, its elected and appointed officials, employees, or agents shall be excess of the LGUSC's insurance and shall not contribute with it.
- iii. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Town, its elected and appointed officials, employees or volunteers.
- iv. LGUSC 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, canceled, 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. LGUSC shall ensure that current certification of such insurance is on file at all times with the Town Clerk during the term of this agreement.
- 3.3 Workers' Compensation. In addition to these policies, LGUSC shall have and maintain Workers' Compensation insurance as required by California law. Further, LGUSC shall ensure that all contractors employed on the Premises by the LGUSC provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Property Insurance. Town shall have no obligation to maintain any insurance of the Premises or any personal property placed on the Premises. LGUSC shall be solely responsible for obtaining whatever insurance coverage that LGUSC believes may be appropriate to protect and indemnify LGUSC for loss to the Premises or to any personal property that LGUSC may place on the Premises.
- 3.5 Indemnification. LGUSC agrees to indemnify, hold harmless, and defend the Town, its elected and appointed officials, employees, and agents, from and against any and all damages, claims or liability, penalties, costs or expenses in law or equity that may at any time arise from any loss, damage, or injury to persons or property occurring in or about the Premises that arises out of or incident to the LGUSC's use of the Premises, including use by anyone that the LGUSC has permitted or allowed to use the Premises. This obligation to indemnify, hold harmless, and defend applies whether or not the incident or claim or liability is or may be related negligence on the part of the Town.

IV. GENERAL TERMS

- 4.1 Damage and Destruction. Damage or destruction of any portion of the Premises by any cause shall not terminate this Agreement or otherwise affect the respective obligations of the two parties, any present or future law to the contrary notwithstanding, except pursuant to the provisions of this Section 4.1.

If because of the destruction or damage to the Premises, the Premises is entirely unsuitable or inadequate for the use specified herein, LGUSC shall be entitled to a pro rata rebate of the fee paid to the Town calculated by dividing the Annual User Fee by the total number of hours of exclusive use as listed in, Annual Schedule and then multiplying this calculated hourly rate by the number of hours remaining on the Annual Schedule after the date of the damage or destruction of the Premises.

Under no circumstances does the Town have any obligation to provide LGUSC with an alternative property to conduct its operations, and LGUSC is solely responsible for obtaining such insurance as LGUSC deems appropriate to protect its interests should damage or destruction to the Premises occur.

LGUSC shall be liable for any loss, damage or injury to the field and/or Premises as a result of the direct or indirect use of the Premises by LGUSC under this agreement.

Compliance with Town Codes. LGUSC shall comply with all provisions of the Town Code, including the provisions of Chapter 19 of the Code concerning Parks and Recreations.

4.2 Compliance with Town Codes. LGUSC shall comply with all provisions of the Town Code, including the provisions of Chapter 19 of the Code concerning Parks and Recreations.

4.3 Termination of Agreement. Should Town terminate prior to the end of the term of this Agreement, LGUSC shall be entitled to a pro rata rebate of the Annual Use Fee calculated by dividing the Annual User Fee by the total number of hours of exclusive use as shown in, Annual Schedule and then multiplying this calculated hourly rate by the number of hours remaining on the Annual Schedule after the effective date of termination.

LGUSC shall promptly terminate its use of the Premises at the termination of this Agreement, leaving the Premises in the same condition it was received, in good order and repair, reasonable wear and tear and damage by the elements excepted. All improvements and alterations made by LGUSC shall become the property of the Town upon termination of the Agreement without compensation by Town. Any personal property not removed by LGUSC within thirty (30) days of the termination of this Use Agreement shall become the property of the Town and may be disposed of as the Town in its sole discretion deems advisable.

This Agreement shall continue in full force and effect unless prior to February 1st of any calendar year, either Party provides written notice to the other Party that it desires to terminate the Agreement for convenience and, upon such notice, the Agreement shall terminate on June 30th of the same calendar year.

If Town in its sole discretion determines that it requires the Premises for any public purpose, Town may terminate this Agreement upon one hundred eighty (180) days written notice. In the event of an emergency, Town may terminate this Agreement upon five (5) days written notice. "Emergency," for the purpose of this paragraph, is defined as when the Town Council declares a State of Emergency. Upon termination of this Agreement in the event of an Emergency, Town and LGUSC will work cooperatively to develop a written plan for transition of services and vacation of Premises by LGUSC.

In the event of any material default or breach by LGUSC, Town may at any time, thereafter, following any notice required by statute, and without limiting Town in the exercise of any right or remedy which may have reason of such default or breach:

Terminate LGUSC's right to possession of the Premises by any lawful means, in which case this Agreement shall terminate, and LGUSC shall immediately surrender possession of the Premises to Town. In such event, Town shall be entitled to recover from LGUSC any damages incurred by Town by reason of LGUSC's default including but not limited to the cost of recovering possession of the Premises and reasonable attorneys' fees.

Pursue any other remedy now or hereafter available to Town under the laws of the State of California. Town shall have all remedies provided in law and equity.

LGUSC waives all rights of redemption or relief from forfeiture under California Code of Civil Procedure sections 1174 and 1179, and any other present, and future law, in the event LGUSC is evicted or Town otherwise lawfully takes possession of the Premises by reason of any default or breach of this Agreement by LGUSC.

If LGUSC fails to remove any personal property belonging to LGUSC from the Premises after forty-five (45) days of the expiration or termination of this Agreement, such property shall at the option of the Town be deemed to have been transferred to Town. Town shall have the right to remove and dispose of such property without liability to LGUSC or to any person claiming under LGUSC, and the Town shall have no need to account of such property.

- 4.4 No Property Rights. Nothing in this Agreement is in any way intended to establish, convey, create or otherwise grant to LGUSC any form of property rights in the Premises, nor shall such rights be established, conveyed, created or otherwise granted by LGUSC use of the Premises pursuant to the Agreement. LGUSC hereby acknowledges that it currently has no property interest in the Premises or any improvements thereto or fixture's location thereon, and that any claim it may have to same is hereby and forever waived.
- 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 written correspondence or Notices given under this Agreement shall be addressed as follows:

To LGUSC:
President
Los Gatos United Soccer Club
15466 Los Gatos Blvd
Suite 109, Box 168
Los Gatos, CA 95032

To the Town:
Director
Department of Parks and Public Works
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030

Notices shall be delivered by first class, postage prepaid mail or in person. If mailed, a notice shall be deemed effective on the fifth day following in the U.S. Mail.

- 4.7 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 subsequent breach of the same or any other provision of this License Agreement.

4.8 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between Town and LGUSC. No terms, conditions, understanding, 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 LGUSC have executed this Use Agreement.

Town of Los Gatos:

DocuSigned by:

Laurel Prevetti

Laurel Prevetti, Town Manager

Los Gatos United Soccer Club:

DocuSigned by:

Shawn Blakeman

Shawn Blakeman, Sporting Director

Recommended by:

DocuSigned by:

Nicolle Burnham

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:

Gabrielle Whelan

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

Wendy Wood

Wendy Wood, CMC, Town Clerk



TOWN OF LOS GATOS

MAINTENANCE RESPONSIBILITIES

West Valley Red Hawks Lacrosse Club:

1. Opening and closing of kitchen/snack shack and storage areas as needed, with closing no later than ½ hour after scheduled use time.
2. Following each scheduled use, pick up and deposit in receptacles or dumpsters all recyclables, litter, and trash from fields, walkways, building areas, and parking lots.
3. Emptying of receptacles and recycling containers on an “as needed” basis during or following scheduled use, particularly during tournaments or other heavy-use events.
4. Cleaning floors, food preparation, and serving surfaces, sinks, and appliances in the kitchen/snack shack area.
5. Obtaining permits and complying with, as applicable, all environmental and health department regulations associated with the storage, preparation, and serving of food and beverages from the kitchen/snack shack.
6. Maintenance and replacement of all equipment and appliances in the snack shack/kitchen area.
7. Maintaining all soccer goals and associated equipment and ensuring that they are used in a safe and secure manner.

Town of Los Gatos shall be responsible for the following:

1. Opening and closing of premises and restrooms.
2. Cleaning and restocking of restrooms on a daily basis.
3. Providing extra liners for garbage and recycling receptacles as may be needed by Red Hawks.
4. Maintenance of building, parking lot, and security lighting.
5. Landscape and irrigation maintenance.
6. Maintenance of all structures, walkways, hardscape, fencing, gates, and other surfaces.
7. Field maintenance.
8. Parking lot sweeping.
9. Maintenance of all Town-installed field striping.
10. Graffiti abatement.

Attachment B

**USE AGREEMENT
BETWEEN THE TOWN OF LOS GATOS
AND
WEST VALLEY RED HAWKS LACROSSE CLUB**

THIS AGREEMENT is dated for identification this 1st day of July 2023 and is made by and between TOWN OF LOS GATOS, State of California ("Town") and WEST VALLEY RED HAWKS LACROSSE CLUB ("Red Hawks") identified as a California nonprofit corporation and whose address is 18921 Bear Creek Road, Los Gatos, California 95033.

I. RECITALS

- 1.1 Town is the owner of Creekside Sports Park, located at 930 University Avenue, Los Gatos, California.
- 1.2 The Red Hawks is a non-profit, club-sponsored program run by volunteers and parent coaches established in 2004 to bring the sport of lacrosse to the Los Gatos-Saratoga area.
- 1.3 Red Hawks is an affiliate of the South Bay Consortium of teams and as such, its coaches, players, officials, and parents are required to abide by the United States Lacrosse "Code of Conduct" that embodies basic common-sense principles, demonstrates consideration of others, and projects a positive image to the boys and girls that participate in their programs.
- 1.4 The Red Hawks were one of the community partners that supported the acquisition and development of the Creekside Sports Park.
- 1.5 Town and Red Hawks each desire an agreement between them setting forth the specific terms and conditions under which the Red Hawks may use the Creekside Sports Park, including hours of use; responsibility for maintenance of the fields and adjacent grounds; use and maintenance of associated facilities and structures; storage of Red Hawks goods and equipment; and other related items.

II. AGREEMENTS

- 2.1 Subject Premises. The Premises covered by this Agreement is the Creekside Sports Park, located at 930 University Avenue, Los Gatos, California. A drawing depicting the Premises is attached hereto and incorporated by reference (Attachment A).
- 2.2 Use of Premises. Red Hawks shall have exclusive use of the Premises, except bathrooms and parking, which are open to the public at large, only during those times and dates as shown on "Annual Schedules". The Annual Schedule shall cover camps and classes for the Winter, Spring, Summer, and Fall sessions. No later than October 1st of each year this Agreement is in force, Red Hawks and Town staff shall meet to develop an Annual Schedule for the following calendar year. Town has the final say in establishing the master schedule. Town will attempt to accommodate user groups at their requested time but

reserves the right to propose use hours that balance the needs of all user groups equitably. Town will adjust use hours and payment per calendar year upon agreed schedule between the Town and Red Hawks. Town retains the right to use or authorize the use of the Premises for all dates and times not allocated to Red Hawks in the Annual Schedule.

Saturdays, the Red Hawks have programmed with Los Gatos-Saratoga Community Education Recreation for youth lacrosse programs at Creekside Sports Park. The use hours and Facility Maintenance Fee will be captured under the Red Hawks Use Agreement.

Red Hawks may request changes to the Annual Schedule by written notification to the Department of Parks and Public Works but shall endeavor to minimize changes to the schedule during each calendar year. All changes should be made in writing no less than 30 days prior to the effective date of the change. The Town of Los Gatos shall have sole authority to approve the Annual Schedule and any requested changes to the Annual Schedule.

2.3 Term of Agreement. Unless terminated sooner pursuant to Section 4.3 of this Agreement, the Use Agreement remains in effect from July 1, 2023 through June 30, 2028. The term of this Agreement may be extended for up to two additional five-year periods upon mutual written consent of the parties.

2.4 Annual Use Fee. Beginning July 1, 2023, and every year thereafter, Red Hawks shall pay the Town of Los Gatos an Annual Use Fee for the use of the Premises. The initial Annual Use Fee shall be \$5,850. The Annual Use Fee shall be considered full and fair compensation for the exclusive use of the facility for those days and times indicated on the Annual Schedule. On July 1, 2023, and each anniversary thereafter, the Annual Use Fee shall be adjusted according to the percent change in the U. S. Department of Labor, Bureau of Labor Statistics Consumer Price Index, All Items, All Urban Consumers, San Francisco-Oakland-San Jose, 1982-84-100 Index.

2.5 Facility Maintenance Fee. Beginning July 1, 2023, and continuing for the full term of this agreement, including any extensions, each participant in the Red Hawks Lacrosse program using Creekside Sports Park will be charged a \$4.00 Facility Maintenance Fee (FMF) per season. The Facility Maintenance Fee shall be assessed by the Red Hawks at the time of registration or any payment of program fees and shall be retained by the Red Hawks in a separate account and shall be remitted to the Town quarterly. Participants shall be charged an FMF for each distinct season at which registration and fees are typically collected by the Red Hawks.

FMF revenue received by the Town from the Red Hawks shall be used solely to fund the cost of maintenance and operations of the Premises.

2.6 Additional Annual Use Fee Adjustment. Should Red Hawks increase or decrease its requested hours of use as set forth in the Annual Schedule, by 5% or more, the Annual Use Fee shall be adjusted proportionally based on the percentage change in hours. In no case

shall the Annual Use Fee be decreased by more than 10% below the initial Annual Use Fee set forth in Section 2.4. Town will adjust use hours and Annual Use Fee per calendar year upon agreed schedule between the Town and Red Hawks.

- 2.7 Maintenance. Red Hawks shall be responsible for the maintenance responsibilities set forth in Attachment B, Maintenance Responsibilities.
- 2.8 Facility Use Policies. Red Hawks shall comply, without limitation, with all applicable provisions of the Los Gatos Town Code, with special attention to Chapter 19, Parks and Recreation provisions. Red Hawks shall also comply with any park rules and regulations established by the Director of Parks and Public Works pursuant to Section 19.10.025(17) of the Town Code, including those rules set forth in Attachment C, Town of Los Gatos Park Rules and Regulations, and Attachment D, Town of Los Gatos Creekside Sports Park Special Use Policies. The Red Hawks agrees to apply with the current rules and regulations available at www.losgatosca.gov/parkres as well as any future amendments to those rules and regulations. Failure to comply with these policies may result in suspension and/or termination of this Agreement.

Red Hawks agrees to comply with the state "Fair Play in Community Sports Act." Red Hawks will not discriminate on the basis of gender and boys' and girls' teams will have equal access to the facilities.

- 2.9 Payment. Red Hawks shall make all payments, whether or not invoiced by Town, required pursuant to this Agreement no later than February 1 of each year payments are due. All payments shall be mailed by first class mail or delivered in person at the Town office and addressed as follows:

Town of Los Gatos
Attn: Finance Department
P.O. Box 697
Los Gatos, California 95031

- 2.10 Assignment. Red Hawks shall not assign any portion of this Agreement or allow the use of the Premises by any other person or entity contrary to this Agreement's terms, with the out Town's prior written approval. Red Hawks is expressly prohibited from use of the Premises for any activity other than activities sanctioned and associated with Red Hawks.
- 2.11 Personal Property. Personal property of Red Hawks shall be Red Hawks' sole responsibility to acquire, repair, replace and store. Red Hawks shall remove its personal property at the expiration or termination of this Agreement. Any personal property not so removed shall become the sole property of Town with no compensation.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Red Hawks agrees to have and maintain for the duration of this Agreement, General Liability insurance policies insuring Red Hawks, its elected and appointed officials, employees, and agents to an amount not less than two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Insurance is to be placed with insurers with a current Best's rating of no less than B+.
- ii. Red Hawks shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Red Hawks shall provide all certificates and endorsements before term of Agreement begins.

General Liability:

- i. The Town, its elected and appointed officials, employees, and agents are to be covered as additional insured as respects to liability arising out of activities occurring on or related to the occupancy and use of the Premises by Red Hawks.
- ii. Red Hawks insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the Town, its elected and appointed officials, employees, or agents shall be excess of the Red Hawks' insurance and shall not contribute with it.
- iii. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Town, its elected and appointed officials, employees or volunteers.
- iv. Red Hawks 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, canceled, 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. The Red Hawks shall ensure that current certification of such insurance is on file at all times with the Town Clerk during the term of this agreement.

3.3 Workers' Compensation. In addition to these policies, Red Hawks shall have and maintain Workers' Compensation insurance as required by California law. Further, Red Hawks shall ensure that all contractors employed on the Premises by the Red Hawks provide the required Workers' Compensation insurance for their respective employees.

- 3.4 Property Insurance. Town shall have no obligation to maintain any insurance of the Premises or any personal property placed on the Premises. Red Hawks shall be solely responsible for obtaining whatever insurance coverage that Red Hawks believes may be appropriate to protect and indemnify Red Hawks for loss to the Premises or to any personal property that Red Hawks may place on the Premises.
- 3.5 Indemnification. Red Hawks agrees to indemnify, hold harmless, and defend the Town, its elected and appointed officials, employees, and agents, from and against any and all damages, claims or liability, penalties, costs or expenses in law or equity that may at any time arise from any loss, damage, or injury to persons or property occurring in or about the Premises that arises out of or incident to the Red Hawks' use of the Premises, including use by anyone that the Red Hawks has permitted or allowed to use the Premises. This obligation to indemnify, hold harmless, and defend applies whether or not the incident or claim or liability is or may be related negligence on the part of the Town.

IV. GENERAL TERMS

- 4.1 Damage and Destruction. Damage or destruction of any portion of the Premises by any cause shall not terminate this Agreement or otherwise affect the respective obligations of the two parties, any present or future law to the contrary notwithstanding, except pursuant to the provisions of this Section 4.1.

If because of the destruction or damage to the Premises, the Premises is entirely unsuitable or inadequate for the use specified herein, Red Hawks shall be entitled to a pro rata rebate of the fee paid to the Town calculated by dividing the Annual User Fee by the total number of hours of exclusive use as listed in, Annual Schedule and then multiplying this calculated hourly rate by the number of hours remaining on the Annual Schedule after the date of the damage or destruction of the Premises.

Under no circumstances does the Town have any obligation to provide Red Hawks with an alternative property to conduct its operations, and Red Hawks is solely responsible for obtaining such insurance as Red Hawks deems appropriate to protect its interests should damage or destruction to the Premises occur.

Red Hawks shall be liable for any loss, damage or injury to the field and/or Premises as a result of the direct or indirect use of the Premises by Red Hawks under this agreement.

Compliance with Town Codes. Red Hawks shall comply with all provisions of the Town Code, including the provisions of Chapter 19 of the Code concerning Parks and Recreations.

- 4.2 Compliance with Town Codes. Red Hawks shall comply with all provisions of the Town Code, including the provisions of Chapter 19 of the Code concerning Parks and Recreations.

- 4.3 Termination of Agreement. Should Town terminate prior to the end of the term of this Agreement, Red Hawks shall be entitled to a pro rata rebate of the Annual Use Fee calculated by dividing the Annual User Fee by the total number of hours of exclusive use as shown in, Annual Schedule and then multiplying this calculated hourly rate by the number of hours remaining on the Annual Schedule after the effective date of termination.

Red Hawks shall promptly terminate its use of the Premises at the termination of this Agreement, leaving the Premises in the same condition it was received, in good order and repair, reasonable wear and tear and damage by the elements excepted. All improvements and alterations made by Red Hawks shall become the property of the Town upon termination of the Agreement without compensation by Town. Any personal property not removed by Red Hawks within thirty (30) days of the termination of this Use Agreement shall become the property of the Town and may be disposed of as the Town in its sole discretion deems advisable.

This Agreement shall continue in full force and effect unless prior to February 1st of any calendar year, either Party provides written notice to the other Party that it desires to terminate the Agreement for convenience and, upon such notice, the Agreement shall terminate on June 30th of the same calendar year.

If Town in its sole discretion determines that it requires the Premises for any public purpose, Town may terminate this Agreement upon one hundred eighty (180) days written notice. In the event of an emergency, Town may terminate this Agreement upon five (5) days written notice. "Emergency," for the purpose of this paragraph, is defined as when the Town Council declares a State of Emergency. Upon termination of this Agreement in the event of an Emergency, Town and Red Hawks will work cooperatively to develop a written plan for transition of services and vacation of Premises by Red Hawks.

In the event of any material default or breach by Red Hawks, Town may at any time, thereafter, following any notice required by statute, and without limiting Town in the exercise of any right or remedy which may have reason of such default or breach:

Terminate Red Hawks' right to possession of the Premises by any lawful means, in which case this Agreement shall terminate, and Red Hawks shall immediately surrender possession of the Premises to Town. In such event, Town shall be entitled to recover from Red Hawks any damages incurred by Town by reason of Red Hawks' default including but not limited to the cost of recovering possession of the Premises and reasonable attorneys' fees.

Pursue any other remedy now or hereafter available to Town under the laws of the State of California. Town shall have all remedies provided in law and equity.

Red Hawks waives all rights of redemption or relief from forfeiture under California Code of Civil Procedure sections 1174 and 1179, and any other present, and future law, in the event Red Hawks is evicted or Town otherwise lawfully takes possession of the Premises by reason of any default or breach of this Agreement by Red Hawks.

If Red Hawks fails to remove any personal property belonging to Red Hawks from the Premises after forty-five (45) days of the expiration or termination of this Agreement, such property shall at the option of the Town be deemed to have been transferred to Town. Town shall have the right to remove and dispose of such property without liability to Red Hawks or to any person claiming under Red Hawks, and the Town shall have no need to account of such property.

- 4.4 No Property Rights. Nothing in this Agreement is in any way intended to establish, convey, create or otherwise grant to Red Hawks any form of property rights in the Premises, nor shall such rights be established, conveyed, created or otherwise granted by Red Hawks use of the Premises pursuant to the Agreement. Red Hawks hereby acknowledges that it currently has no property interest in the Premises or any improvements thereto or fixture's location thereon, and that any claim it may have to same is hereby and forever waived.
- 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 written correspondence or Notices given under this Agreement shall be addressed as follows:

To Red Hawks:

President

West Valley Red Hawks Lacrosse Club

18921 Bear Creek Road

Los Gatos, CA 95033

To the Town:

Director

Department of Parks and Public Works

Town of Los Gatos

41 Miles Avenue

Los Gatos, CA 95030

Notices shall be delivered by first class, postage prepaid mail or in person. If mailed, a notice shall be deemed effective on the fifth day following in the U.S. Mail.

- 4.7 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 subsequent breach of the same or any other provision of this License Agreement.
- 4.8 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between Town and Red Hawks. No terms, conditions, understanding, 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 Red Hawks have executed this Use Agreement.

Town of Los Gatos:

DocuSigned by:

Laurel Prevetti

853FEEA2ED39470...

Laurel Prevetti, Town Manager

West Valley Red Hawks Lacrosse Club:

DocuSigned by:

Patrick Sweeney

C4B7D870A94147F...

Patrick Sweeney, President

Recommended by:

DocuSigned by:

Nicolle Burnham

0E97831349044C3...

Nicolle Burnham

Director of Parks and Public Works

Approved as to Form:

DocuSigned by:

Gabrielle Whelan

EFD6738A5534428...

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

Wendy Wood

BF0EBCBE2C214F8...

Wendy Wood, CMC, Town Clerk



TOWN OF LOS GATOS

MAINTENANCE RESPONSIBILITIES

West Valley Red Hawks Lacrosse Club:

1. Opening and closing of kitchen/snack shack and storage areas as needed, with closing no later than ½ hour after scheduled use time.
2. Following each scheduled use, pick up and deposit in receptacles or dumpsters all recyclables, litter, and trash from fields, walkways, building areas, and parking lots.
3. Emptying of receptacles and recycling containers on an "as needed" basis during or following scheduled use, particularly during tournaments or other heavy-use events.
4. Cleaning floors, food preparation, and serving surfaces, sinks, and appliances in the kitchen/snack shack area.
5. Obtaining permits and complying with, as applicable, all environmental and health department regulations associated with the storage, preparation, and serving of food and beverages from the kitchen/snack shack.
6. Maintenance and replacement of all equipment and appliances in the snack shack/kitchen area.
7. Maintaining all soccer goals and associated equipment and ensuring that they are used in a safe and secure manner.

Town of Los Gatos shall be responsible for the following:

1. Opening and closing of premises and restrooms.
2. Cleaning and restocking of restrooms on a daily basis.
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4. Maintenance of building, parking lot, and security lighting.
5. Landscape and irrigation maintenance.
6. Maintenance of all structures, walkways, hardscape, fencing, gates, and other surfaces.
7. Field maintenance.
8. Parking lot sweeping.
9. Maintenance of all Town-installed field striping.
10. Graffiti abatement.

Attachment B

Municipalities	Agreements	Permits	Field Use Policy
City of Campbell	N	Y	Y
City of Saratoga	N	Y*	Y
City of Sunnyvale	Y	N	Y
City of Santa Clara	Y	Y	Y
City of Gilroy	N	Y*	Y
City of Mountain View	N	Y	Y
City of Morgan Hill	N	Y	Y
City of Cupertino	N	Y	Y
City of Palo Alto	N	Y	Y
City of Los Altos	N	Y	Y
City of Milpitas	N	Y*	Y
City of San Jose	N	Y	Y

Notes

*City of Saratoga contracted with LGS Recreation for our recreation and administration of our sport user group agreements.

*Several athletic leagues often bypass the agreement or permit process, primarily due to historical precedents.

*Only Gilroy Little League goes through an agreement while the rest goes through a permit process.

*Only permit for youth groups