



**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
JUNE 01, 2021
TELECONFERENCE
7:00 PM**

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

PARTICIPATION IN THE PUBLIC PROCESS

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

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

Deadlines for Public Comment and Presentations are as follows:

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

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

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

**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
JUNE 1, 2021
7:00 PM**

IMPORTANT NOTICE REGARDING THE JUNE 1, 2021 MEETING

This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29- 20 dated March 17, 2020, regarding the COVID-19 pandemic. The live stream of the meeting may be viewed on television and/or online at www.losgatosca.gov/AgendasAndVideos. **In accordance with Executive Order N-29- 20, the public may only view the meeting on television and/or online and not in the Council Chamber.**

PARTICIPATION

If you are not interested in providing oral comments in real-time during the meeting, you can view the live stream of the meeting on television (Comcast Channel 15) and/or online at www.LosGatosCA.gov/TownYouTube.

If you are interested in providing oral comments real-time during the meeting, you must join the Zoom webinar:

- Join from a PC, Mac, iPad, iPhone or Android device: click this link <https://us02web.zoom.us/j/82335338308?pwd=TXlPeUFqNzFmQTBxSVpGOFVOYnB4QT09>. Password: 522235. You can also type in 823 3533 8308 in the “Join a Meeting” page on the Zoom website at <https://zoom.us/join>.
- Join by telephone: Dial: 877 336 1839. Conference code: 969184

During the meeting:

- When the Mayor announces the item for which you wish to speak, click the “raise hand” feature in Zoom. If you are participating by phone on the Zoom app, press *9 on your telephone keypad to raise your hand. If you are participating by calling in, press #2 on your telephone keypad to raise your hand.
- When called to speak, please limit your comments to three (3) minutes, or such other time as the Mayor may decide, consistent with the time limit for speakers at a Council meeting.

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

REMOTE LOCATION PARTICIPANTS

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

**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
JUNE 01, 2021
7:00 PM**

MEETING CALL TO ORDER

ROLL CALL

PRESENTATIONS

- i. Youth Commissioner End of Term Commendations
- ii. Youth Friendly Business of the Year - Posh Bagel
- iii. Youth Friendly Green Business of the Year - Trader Joe's

COUNCIL / MANAGER MATTERS

CONSENT ITEMS *(Items appearing on the Consent Items are considered routine and may be approved by one motion. Any member of the Council or public may request to have an item removed from the Consent Items for comment and action. A member of the public may request to remove an item from Consent by following the Participation Instructions contained on Page 2 of this agenda. If an item is removed, the Mayor has the sole discretion to determine when the item will be heard. Unless there are separate discussions and/or actions requested by Council, staff, or a member of the public, it is requested that items under the Consent Items be acted on simultaneously.)*

- 1. Approve Draft Minutes of the May 18, 2021 Town Council Meeting.
- 2. Ratify the Town Council Selection Committee's Recommended Youth Commissioner Appointments.
- 3. Approve Town Council Meeting Schedule for 2021/2022 Fiscal Year.
- 4. Operating and Capital Budgets
 - a. Adopt a Resolution Approving the Town of Los Gatos Fiscal Year (FY) 2021/22 Operating Budget and FY 2021/22 – 2025/26 Capital Improvement Program (CIP), New Appropriations, other Council Actions on May 18, 2021, Minor Corrections, and Carry-Forward Appropriations
 - b. Adopt a Resolution Approving Commitment of Fund Balances under GASB 54.
 - c. Approve FY 2020/21 Budget Adjustments:
 - a. Major Revenue Adjustments to Match Year-End Estimated Revenues as Directed by the Town Council on May 18, 2021 and as Determined from Updated Information:
 - i. Anticipated American Recovery Plan Act (ARPA) revenue increase in the amount of \$2,884,315,
 - ii. Property Tax revenue Increase in the Amount of \$703,202,
 - iii. Sales Tax Revenue Decrease in the Amount of \$444,400,
 - iv. Measure G District Tax Revenue Decrease in the Amount of 83,369, and
 - v. Business License Tax Revenue Increase in the Amount of \$200,000.
 - b. Expenditure Increases to Reflect Past Actions:

- i. In the Amount of \$408,807 to Match Actual Transfer to CalPERS from the CEPPT Trust (\$406,988) and from the Town General Fund (\$1,819) for Additional Discretionary Payment Based on the Town Pension and OPEB Trusts Oversight Committee March 30, 2021 Action and
 - ii. In the Amount of \$55,000 to the Chamber of Commerce for Development of Destination Marketing from the Anticipated ARPA Proceeds.
- 5. Authorize Town Manager to Execute a Two-Year Lease Agreement with Flock Safety Group for the Installation and Maintenance of 15 Stationary Automated License Plate Readers (ALPR) throughout the Town of Los Gatos in the Amount of \$78,750.
- 6. Authorize the Town Manager to Purchase Microsoft Software Licensing from SoftwareONE in an Amount Not to Exceed \$73,724.17.
- 7. Approve Increasing Construction Contingency to \$308,000 for the Guardrail Replacement Project (CIP No. 812-0120/Federal No. HSIPL-5067-022) and Authorize Staff to Execute Future Change Orders up to the Approved Amount to Expend the Federal Grant Funds.
- 8. Approve Temporary Changes to the Community Grant Program to Assist Community Organizations with Post-Pandemic Recovery.
- 9. Request for Authorization to Enter into a Legal Services Agreement with the Law Firm of Liebert Cassidy Whitmore for Litigation Defense in the Matter of Jonathon Silva v. Town of Los Gatos for a Total Contract Not-To-Exceed Amount of \$50,000.

VERBAL COMMUNICATIONS *(Members of the public are welcome to address the Town Council on any matter that is not listed on the agenda consistent with the Participation Instructions contained on Page 2 of this agenda. To ensure all agenda items are heard and unless additional time is authorized by the Mayor, this portion of the agenda is limited to 30 minutes and no more than three (3) minutes per speaker. In the event additional speakers were not able to be heard during the initial Verbal Communications portion of the agenda, an additional Verbal Communications will be opened prior to adjournment.)*

PUBLIC HEARINGS *(Applicants/Appellants, their representative, and members of the public may address the Council on any public hearing item consistent with the Participation Instructions contained on Page 2 of this agenda. Applicants/Appellants and their representatives may be allotted up to a total of five minutes maximum for opening statements. Members of the public may be allotted up to three minutes to comment on any public hearing item. Applicants/Appellants and their representatives may be allotted up to a total of three minutes maximum for closing statements. Items requested/recommended for continuance are subject to Council's consent at the meeting.)*

- 10. Brush Abatement Program Public Hearing to Consider Objections to the Proposed Removal of Brush on Parcels Listed on the 2021 Wildland Urban Interface (WUI) Area Non-Compliant Parcel List and Order Abatement of the Public Nuisance and Potential Fire Hazard Pursuant to the Town of Los Gatos Municipal Code (Chapter 9) Regarding Defensible Space.

OTHER BUSINESS *(Up to three minutes may be allotted to each speaker on any of the following items consistent with the Participation Instructions contained on Page 2 of this agenda.)*

- [11.](#) Adopt the Proposed Modifications to the Agenda Format and Rules Policy as Recommended by the Council Policy Committee.
- [12.](#) Adopt the Proposed Modifications to the Commission Appointment Policy as Recommended by the Council Policy Committee.

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

Writings related to an item on the Town Council meeting agenda distributed to members of the Council within 72 hours of the meeting are available for public inspection on the official Town of Los Gatos website.

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



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 05/18/2021

ITEM NO: 1

**DRAFT
Minutes of the Town Council Meeting
May 18, 2021**

The Town Council of the Town of Los Gatos conducted a regular meeting via Teleconference via COVID-19 Shelter in Place Guidelines on Tuesday, May 18, 2021, at 7:00 p.m.

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

ROLL CALL

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

Absent: None

PRESENTATIONS

The Mayor presented the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award to the Town Finance Department.

COUNCIL/TOWN MANAGER REPORTS

Council Matters

- Vice Mayor Rennie stated he attended the Bay Area Air Quality Management District (BAAQMD) Budget Hearing meeting; Kiwanis Turnaround Scholarship lunch with Chief Decena and Mayor Sayoc; Silicon Valley Clean Energy Authority (SVCEA) Risk Oversight Committee and Board meetings; Finance Commission meeting; Community Health and Senior Services (CHSSC) meeting; Youth Commission Interviews and deliberations with Chief Decena and Youth Commission Chair Ryu; Valley Transportation Authority (VTA) Policy Advisory Committee meeting; Community Emergency Response Team (CERT) Simulated Earthquake Disaster and HAM Radio drill; and Joint Venture Silicon Valley Sustainability Roundtable.
- Council Member Badame stated she attended meetings of the West Valley Clean Water Authority (WVCWA) Board, West Valley Solid Waste Management Authority Board (WVSWMA), General Plan Update Advisory Committee (GPAC) with Council Member Ristow, and Finance Commission and CHSSC as an observer.
- Council Member Hudes stated he attended the Finance Commission and Silicon Valley Bicycle Coalition Slow Streets Virtual Infrastructure Program.
- Council Member Ristow stated she attended the GPAC meeting; West Valley Sanitation District (WVSD) Board meeting; Complete Streets and Transportation Committee (CSTC) and Finance Commission meetings as an observer; met with the Chamber of Commerce, residents, and the Audubon Society; and announced and encouraged the public to participate in the Silicon Valley Bicycle Coalition "Bike to Wherever Day" on Saturday, May 22 from 1-5 p.m. with the Town sponsoring an energizing station in front of the Library.

Council Matters – continued

- Mayor Sayoc stated in addition to the meetings previously stated, she attended the West Valley Community Services Market reopening and rebranding.

Manager Matters

- Announced Community Conversations will be held to receive input on the Draft General Plan, receive input and identify Town Service Priorities and Cost Containment ideas, and continuing the Town's efforts on Justice, Equity, Diversity, and Inclusion (JEDI), and stated more information on all of the Community Conversations will be forthcoming.

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

1. Approve Draft Minutes of May 4, 2021 Joint Town Council and Library Board Study Session Meeting.
2. Approve Draft Minutes of May 4, 2021 Town Council Meeting.
3. Approve Draft Minutes of May 5, 2021 Special Town Council Meeting - Council Retreat.
4. Authorize the Following Actions:
 - a. Adopt A Resolution (Attachment 1) Authorizing the Town Manager to File an Application for the 2021/22 Metropolitan Transportation Commission (MTC) Transportation Development Act (TDA) Article 3 Funds in the Amount of \$62,884 for Pedestrian Improvements. **RESOLUTION 2021-019**
 - b. Authorize Revenue and Expenditure Budget Adjustments in the Amount of \$62,884 in the Adopted Fiscal Year 2020/21 Capital Improvement Program (CIP) Budget for the Curb, Gutter, and Sidewalk Maintenance Project (Project 813-9921).
5. Authorize the Town Manager to Execute Agreements with Burke, Williams & Sorensen, Richards Watson & Gershon, and the Renne Public Law Group, for Independent Police Auditor Investigation Services.
6. Receive the Third Quarter Investment Report (January through March 2021) for Fiscal Year 2020/21.

MOTION: Motion by Council Member Ristow to approve Consent Items 1-6. **Seconded** by Council Member Hudes.

VOTE: Motion passed unanimously.

VERBAL COMMUNICATIONS

Rob Moore, Los Gatos Anti-Racism Coalition

- Commented in support of hiring social workers to respond to mental health calls for service.

Ann-Marie

- Shared her experiences of intoxicated people knocking on her door, commented on the lack of resources for the Police Department to handle the intoxicated person, and in support of hiring a social worker to respond to mental health and substance abuse calls.

Verbal Communications – continued

Russ

- Commented in support of hiring social workers to respond to mental health calls for service.

Amy Nishide, Los Gatos Anti-Racism Coalition

- Commented in support of hiring a non-sworn community service officer to respond to mental health calls for service.

Doug

- Commented in opposition of Critical Race Theory (CRT) and the Chamber of Commerce's Listen, Learn, Change, Grow campaign.

Marcus Thordal

- Commented on his remodel project and the difficulties he sees with the Town's sidewalk standards compared with another approach as depicted in his slide presentation.

Cyndi Sheehan

- Commented in opposition of CRT and the Chamber of Commerce's Listen, Learn, Change, Grow campaign.

C. Roy

- Commented in opposition of CRT and Diversity, Equity, and Inclusion (DEI) efforts; requested the Town remove any Listen, Learn, Change, Grow items from future agendas and urge the schools to remove CRT curriculum.

Alicia (Spargo)

- Commented in support of the Chamber of Commerce's Listen, Learn, Change, Grow campaign and stated the goal of the campaign was to have difficult conversations.

Yanwu Zhang

- Commented in opposition of CRT, hiring social workers to service mental health calls, and the Chamber of Commerce's Listen, Learn, Change, Grow campaign.

PUBLIC HEARING

7. Operating and Capital Budgets

- A. Consider the recommendations of the Finance Commission and staff, and provide direction on the Town of Los Gatos Proposed Operating and Capital Budget for Fiscal Year (FY) 2021/22 and on the Proposed Capital Improvement Program for FY 2021/22 – FY 2025/26; including but not limited to:
1. Determine the use of the accumulated \$1.2 Million Measure G funds through June 30, 2020
 2. Determine the use of the Measure G proceeds in FY 2020/21
 3. Determine the use of Measure G proceeds in FY 2021/22
 4. Determine the use of the of Measure G proceeds for the remaining years of the forecast period
 5. Provide direction balancing the FY 2020/21 Budget
 6. Provide direction on any changes to proposed expense/revenue assumptions for the FY 2021/22 Budget and the remaining forecast period
 7. Provide direction balancing the FY 2021/22 Proposed Budget
 8. Determine the use of \$1.2 Million in Surplus Property Reserve (Winchester property sale proceeds)
 9. Provide direction on the Proposed Operating Budget
 10. Provide direction on the Proposed Capital Budget
 11. Consider the FY 2021/22 List of Potential Donations consistent with the Town's Donation Policy
 12. Clarify the Council's Strategic Priority for revenue enhancements

Laurel Prevetti, Town Manager, presented the staff report.

Opened public comment.

Stanford Stickney

- Commented in support of fire mitigation and preventative measures; commented in opposition of the Finance Commission's recommendation of a 6-month hiring freeze.

Maria Zweifler

- Commented in opposition of the Finance Commission's recommendation of a 6-month hiring freeze and funding Destination Marketing.

Rob Moore

- Commented in support of the Finance Commission's recommendation to allocate \$500,000 to continue the roadside fire fuel reduction project.

Russ

- Commented in support of the proposed budget.

Public Hearing Item #7 - continued

Ali Miano

- Commented in support of the Finance Commission's proposed 6-month hiring freeze and proposed reallocating the funds to other community priorities.

Ed Turner

- Commented in opposition of the Finance Commission's proposed 6-month hiring freeze.

Catherine Somers, Los Gatos Chamber of Commerce Executive Director

- Requested American Rescue Plan Act (ARPA) funds be allocated to other priorities rather than balancing the budget.

Bryan Paul, Los Gatos-Monte Sereno Police Officer's Association President

- Commented in opposition of the Finance Commission's proposed 6-month hiring freeze.

Amy Nishide

- Commented in support of fire mitigation and preventative measures and hiring mental health service workers.

Pat

- Inquired if social workers will be helpful in responding to mental health service calls and commented in opposition of the proposed Finance Commission's 6-month hiring freeze.

Kingzlee Barrett

- Commented in opposition of the Finance Commission's proposed 6-month hiring freeze.

LVM Parents

- Commented in opposition of the Finance Commission's proposed 6-month hiring freeze.

Phone Number ending in 5997

- Commented in opposition of the Finance Commission's proposed 6-month hiring freeze.

Closed public comment.

Council discussed the item.

MOTION: Motion by Council Member Badame to clarify that the strategic priority for revenue enhancements must maintain high levels of service and invest in Capital Improvements and seek what services the community would like to prioritize through community conversations. **Seconded** by Council Member Hudes.

VOTE: Motion passed unanimously.

Public Hearing Item #7 – continued

MOTION: Motion by Vice Mayor Rennie to

- Allocate fifty percent (\$600,000) of the accumulated Measure G funds through June 30, 2020 to the Operating Budget and fifty percent (\$600,000) to the Capital Improvement Budget;
- Allocate fifty percent of FY 20/21 Measure G proceeds to the Operating Budget and fifty percent to the Capital Improvement Budget;
- Allocate fifty percent of FY 21/22 Measure G proceeds to the Operating Budget and fifty percent to the Capital Improvement Budget. **Seconded by Council Member Ristow.**

VOTE: Motion passed 4/1, Council Member Hudes opposed.

MOTION: Motion by Vice Mayor Rennie to allocate fifty percent of the Measure G proceeds to the Operating Budget and fifty percent to the Capital Improvement Budget for the remaining years of the forecast. Seconded by Council Member Ristow.

VOTE: Motion passed unanimously.

MOTION: Motion by Vice Mayor Rennie to utilize American Rescue Plan Act (ARPA) funds as needed up to \$350,000 to balance the FY 21/22 proposed budget. Seconded by Council Member Ristow.

VOTE: Motion passed 3/2. Council Members Badame and Hudes opposed.

MOTION: Motion by Vice Mayor Rennie to utilize a 2% base salary inflation to the proposed expense assumptions for the FY 2021/22 Budget and the remaining forecast period. Seconded by Council Member Hudes.

VOTE: Motion passed unanimously.

MOTION: Motion by Vice Mayor Rennie to allocate the funds from the Winchester property sale reserve to the General Fund Appropriated Reserve (GFAR) for capital improvements. Seconded by Council Member Hudes.

VOTE: Motion passed unanimously.

MOTION: Motion by Council Member Hudes to cancel Other Post-Employment Benefits (OPEB) payments up to \$500,000 to balance the FY 21/22 proposed budget to the extent necessary. Seconded by Council Member Badame.

VOTE: Motion passed unanimously.

Public Hearing Item #7 – continued

MOTION: Motion by **Mayor Sayoc** to direct staff to return to Council in three months with suggestions to initiate seed funding for mental health services in Town within the Police Department. **Seconded by Vice Mayor Rennie.**

VOTE: Motion passed unanimously.

MOTION: Motion by **Vice Mayor Rennie** to allocate \$55,000 of ARPA funds for destination marketing to the Chamber of Commerce. **Seconded by Council Member Badame.**

VOTE: Motion passed unanimously.

MOTION: Motion by **Vice Mayor Rennie** to allocate \$500,000 from GFAR for roadside vegetation management. **Seconded by Council Member Badame.**

VOTE: Motion passed unanimously.

MOTION: Motion by **Council Member Hudes** to not accept the Finance Commission's recommendation for a proposed 6-month hiring freeze. **Seconded by Council Member Rennie.**

VOTE: Motion passed unanimously.

MOTION: Motion by **Mayor Sayoc** to give authority to Town Manager to use third-party resources to identify Town-wide efficiencies and facilitate community conversations. **Seconded by Council Member Ristow.**

VOTE: Motion passed unanimously.

MOTION: Motion by **Council Member Badame** to approve 20/21 and 21/22 donation list consistent with donation policy. **Seconded by Council Member Hudes.**

VOTE: Motion passed unanimously.

VERBAL COMMUNICATIONS - continued

Eden Berg

- Commented in opposition of CRT and the Chamber of Commerce's Listen, Learn, Change, Grow campaign.

Joseph

- Commented in opposition of CRT in schools.

Verbal communications - continued

Kelly

- Commented in opposition of CRT in schools, the Chamber of Commerce's Listen, Learn, Change, Grow campaign, and defunding the Police.

Lynley Kerr Hogan

- Commented in opposition of CRT in schools, the Chamber of Commerce's Listen, Learn, Change, Grow campaign, and Black Lives Matter.

MOTION: Motion by Mayor Sayoc to extend the meeting past 12:00 a.m. Seconded by Vice Mayor Rennie.

VOTE: Motion passed unanimously.

Cowboy

- Commented in opposition of CRT in schools.

Ali Miano

- Commented on her understanding of CRT and stated the Chamber's Listen, Learn, Change, Grow campaign has nothing to do with CRT.

Glen

- Commented in opposition of CRT.

ADJOURNMENT

The meeting adjourned at 12:01 a.m.

Respectfully submitted:

Jenna De Long, Deputy Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/01/2021

ITEM NO: 2

DATE: May 19, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Ratify the Town Council Selection Committee's Recommended Youth Commissioner Appointments

RECOMMENDATION:

Ratify the Town Council Selection Committee's recommended Youth Commissioner appointments.

BACKGROUND:

Since June of 2004, Council has appointed students in Grades 8 through 12 as members of the Youth Commission.

The Town used a variety of mechanisms this year to recruit for the Youth Commission. The Town distributed a letter to the local schools requesting they help promote the Youth Commission opportunities. The letter was sent to Los Gatos High School, Leigh High School, Westmont High School, Fisher Middle School, Union Middle School, Rolling Hills Middle School, and Hillbrook School. In addition, the Town placed advertisements in local publications and posted the opportunity on the Town's What's New email blast, the Town's website, the Youth Commission Facebook page, the Town's social media accounts.

DISCUSSION:

By the application deadline on April 30, 2021, twenty-seven (27) applications were received. On May 11, 2021, the Town Council Selection Committee, comprised of Vice Mayor Rennie, Chief Decena, and Youth Commission Chair Sasha Ryu, interviewed twenty-six (26) applicants for twenty (20) available positions. One of the applicants did not attend the interview and therefore was not considered for appointment. All the applicants demonstrated initiative and

PREPARED BY: Shelley Neis
Town Clerk

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

PAGE 2 OF 2

SUBJECT: Ratify the Town Council Selection Committee's Recommended Youth Commissioner
Appointments

DATE: May 19, 2021

DICUSSION (continued):

community spirit in applying for leadership positions to serve the Los Gatos community and the Selection Committee's recommended appointments are listed in Attachment 1.

CONCLUSION:

The Town Council Selection Committee recommends that Council appoint members as shown in Attachment 1. The recommendations for appointment are based on composite assessments from the interviews and applications. Following the Youth Commission enabling resolution (Attachment 2), appointments for the twelve (12) newly appointed Commissioners and the three reappointed Commissioners entering the 12th grade are for one (1) year, and appointments for the five (5) reappointed Commissioners are for two (2) years.

FISCAL IMPACT:

The Town-wide Commission training budget is available to provide funds as needed.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Recommended Youth Commissioner Appointments
2. Youth Commission Enabling Resolution 2018-008

RECOMMENDED YOUTH COMMISSIONER APPOINTMENTS

NAME	GRADE IN FALL	NEW OR REAPPOINTED	TERM	TERM EXPIRATION
Emmanuella Arbitaylo	9	New	1 year	6/30/2022
Esha Bagora	10	Reappointed	2 years	6/30/2023
Sasha Balasingham	11	Reappointed	2 years	6/30/2023
Maia Bernholz	10	New	1 year	6/30/2022
Taj Chunawala	10	New	1 year	6/30/2022
Kaelen Dougan	8	New	1 year	6/30/2022
Colette Dougher	10	New	1 year	6/30/2022
Kamron Emami	11	Reappointed	2 years	6/30/2023
Anjali Kalia	8	New	1 year	6/30/2022
Luke Lennox	12	New	1 year	6/30/2022
Najman Mahbouba	10	New	1 year	6/30/2022
Arshia Mathur	12	Reappointed	1 year	6/30/2022
Megan McCurrie	11	New	1 year	6/30/2022
Brady Mogensen	8	New	1 year	6/30/2022
Jacob (Jack) Noymer	11	Reappointed	2 years	6/30/2023
Lucas Raspe	12	Reappointed	1 year	6/30/2022
Quincy Scott	11	Reappointed	2 years	6/30/2023
Ishani Sood	10	New	1 year	6/30/2022
Owen Thompson	12	Reappointed	1 year	6/30/2022
Olivia Vinckier	10	New	1 year	6/30/2022

ATTACHMENT 1

RESOLUTION 2018-008

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS RESCINDING RESOLUTION 2016-059 AND ESTABLISHING RULES FOR THE YOUTH COMMISSION

WHEREAS, it is recognized that a youth perspective on issues which pertain to the youth in the community is an important part of decision making in Town; and

WHEREAS, there is value in increasing communication between adults and youth; and

WHEREAS, there is value in having a mechanism for youth to have a voice in Town affairs and issues relating to youth; and

WHEREAS, the Town Council of the Town of Los Gatos found and determined that the purpose of the Youth Commission is to foster and encourage civic and neighborhood pride and a sense of identity through the knowledge, understanding, and increased involvement of the Town's youth in the Town's present and future municipal affairs.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOS GATOS THAT:

1. There is a need for a Youth Commission to function in the Town of Los Gatos, which would establish a formal body by which the youth of Los Gatos would have a voice in the community.
2. There is hereby established a Youth Commission which shall generally be responsible for studying various problems, activities and other issues of concern to the youth in general, and for advising Council on matters pertaining to issues involving the youth of Los Gatos.
 - a. Membership/Organization
 - i. The Youth Commission shall consist of twenty (20) members. The members shall be students who are entering grades 8 through 12. Membership for the students requires residency in the incorporated limits of the Town of Los Gatos or residency in the unincorporated areas of the County of Santa Clara, which have a Los Gatos mailing address.
 - ii. Members shall serve a term of two (2) years and until their successors are appointed and qualified. Members who are entering grade 12 when appointed and first time appointees shall serve a term of one (1) year.

ATTACHMENT 2

- iii. The Commission shall appoint one (1) primary member and one (1) alternate to serve as one voting member on the following Town Boards and Commissions:
 - 1. Arts and Culture Commission
 - 2. Bicycle and Pedestrian Advisory Commission
 - 3. Community and Senior Services Commission
 - 4. Library Board
 - 5. Parks Commission
 - 6. Transportation and Parking Commission
 - iv. In addition to all Youth Commission meetings, the primary member shall attend all meetings of the Board or Commission they are appointed to. If the primary member is not able to attend the meeting of the Board or Commission they are assigned, it shall be the responsibility of the alternate to attend the meeting. If the primary member misses three (3) meetings of the Board or Commission the Youth Commission shall appoint a new primary member, and if necessary, a new alternate.
 - v. Liaisons shall provide a monthly report to the Youth Commission and be responsible for conveying the Youth Commission's input to the Board or Commission.
 - vi. A majority of members shall constitute a quorum for the purpose of transacting business.
 - vii. Commission members shall serve without compensation, provided that, with advance budgetary approval of the Town Council, the actual and necessary expenses (if any) incurred by the members in the conduct of Town business shall be reimbursable pursuant to the current Council policy.
- 3. The Commission shall hold a regular meeting at least once each month between September and June. The Commission shall establish a regular time and location for its meetings and shall otherwise call and conduct its meetings in compliance with the provisions of the Ralph M. Brown Act (Government Code Sections 54950 and following.)
 - 4. The Commission shall elect a Chair and Vice-Chair, both of whom shall serve at the pleasure of the Commission. Terms of office shall be for one (1) year and shall begin on the first meeting in September and end the following June.
 - 5. Minutes of the actions taken during its meetings shall be kept and filed with the Town Clerk Administrator.

6. Meeting attendance requirements will conform with all current Town Resolutions and Policies.
7. The duties of the Commission shall include the following:
 - a. Foster greater involvement of youth in municipal government affairs.
 - b. Study problems, activities, and concerns of youth, especially as they relate to municipal programs or projects of the Town of Los Gatos.
 - c. Hold forums on problems, activities and concerns of youth, either alone or in conjunction with other governmental agencies and community organizations, as the Commission deems desirable.
 - d. Review municipal matters referred to the Commission by the Town Council or other Town boards, committees, or commissions and, as appropriate, make recommendations on those matters.

BE IT FURTHER RESOLVED that Resolution 2016-059 is hereby rescinded.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 20th day of March, 2018, by the following vote:

COUNCIL MEMBERS:

AYES: Marcia Jensen, Steve Leonardis, Marico Sayoc, Barbara Spector, Mayor Rob Rennie

NAYS: None.

ABSENT: None.

ABSTAIN: None.

SIGNED:



MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: 3/21/18

ATTEST:



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

DATE: 3/22/18



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/01/2021

ITEM NO: 3

DATE: May 21, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve Town Council Meeting Schedule for 2021/2022 Fiscal Year

RECOMMENDATION:

Staff recommends the Town Council approve the Town Council Meeting Schedule for the 2021/2022 Fiscal Year.

BACKGROUND:

Each year in June, the Town Council adopts the following fiscal year's Town Council Meeting Schedule, including any cancellations and/or meeting exceptions necessary.

DISCUSSION:

In 2004, the Town Council implemented the cancellation of its July meetings for a Summer recess period. In 2005, Council implemented the cancellation of the first meeting in January each year, primarily due to the light level of staffing with the annual year-end closure. Additionally, on June 2, 2014, the Town Council approved and amended Los Gatos Town Code Section 2.20.010 changing the regular Council meeting day from Mondays to Tuesdays, effective August 2014.

Both regularly scheduled Council meetings have historically taken place each December, even if the second meeting falls in close proximity to the holidays. For example, in past years going back to 2009, meetings have taken place on December 20 and 21. Staff recommends the current proposed Council meeting date of December 21, 2021 be approved inclusively with the attached schedule.

PREPARED BY: Janette Judd
Executive Assistant

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

PAGE 2 OF 2

SUBJECT: Approve Town Council Meeting Schedule for 2021/2022 Fiscal Year

DATE: May 21, 2021

CONCLUSION:

The attached schedule reflects the regular Council meeting dates of the 1st and 3rd Tuesday schedule per Town Code, with proposed cancellations in July 2021 and January as discussed above. The attached schedule does not show dates for any potential Council Retreat, Boards/Commissions Interviews or Retreat, or Special Meetings of the Town Council. In past years, Retreats have generally been held early in the calendar year or as-needed, and Special Meetings are held on an as-needed basis.

Staff recommends that the Town Council approve the proposed regular Town Council Meeting Schedule for the 2021/2022 Fiscal Year.

Attachments:

1. Town Council Meeting Schedule - 2021/2022 Fiscal Year



TOWN COUNCIL MEETING SCHEDULE 2021/2022 FISCAL YEAR

July 6, 2021	Regular Council Meeting CANCELLED
July 20, 2021	Regular Council Meeting CANCELLED
August 3, 2021	Regular Council Meeting
August 17, 2021	Regular Council Meeting
September 7, 2021	Regular Council Meeting
September 21, 2021	Regular Council Meeting
October 5, 2021	Regular Council Meeting
October 19, 2021	Regular Council Meeting
November 2, 2021	Regular Council Meeting
November 16, 2021	Regular Council Meeting
December 7, 2021	Regular Council Meeting
December 21, 2021	Regular Council Meeting
January 4, 2022	Regular Council Meeting CANCELLED
January 18, 2022	Regular Council Meeting
February 1, 2022	Regular Council Meeting
February 15, 2022	Regular Council Meeting
March 1, 2022	Regular Council Meeting
March 15, 2022	Regular Council Meeting
April 5, 2022	Regular Council Meeting
April 19, 2022	Regular Council Meeting
May 3, 2022	Regular Council Meeting
May 17, 2022	Regular Council Meeting (<i>Annual Budget Hearing</i>)
June 7, 2022	Regular Council Meeting
June 14, 2022	Regular Council Meeting

All Council Meetings Listed on This Meeting Schedule Are Regular Meetings as Defined in Municipal Code Section 2.20.010 (Government Code Section 54954)



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/01/2021

ITEM NO: 4

DATE: May 26, 2021

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Operating and Capital Budgets

- a. Adopt a Resolution Approving the Town of Los Gatos Fiscal Year (FY) 2021/22 Operating Budget and FY 2021/22 – 2025/26 Capital Improvement Program (CIP), New Appropriations, other Council Actions on May 18, 2021, Minor Corrections, and Carry-Forward Appropriations
- b. Adopt a Resolution Approving Commitment of Fund Balances under GASB 54.
- c. Approve FY 2020/21 Budget Adjustments:
 - a) Major Revenue Adjustments to Match Year-End Estimated Revenues as Directed by the Town Council on May 18, 2021 and as Determined from Updated Information
 - i. Anticipated American Recovery Plan Act (ARPA) revenue increase in the amount of \$2,884,315,
 - ii. Property Tax revenue Increase in the Amount of \$703,202,
 - iii. Sales Tax Revenue Decrease in the Amount of \$444,400,
 - iv. Measure G District Tax Revenue Decrease in the Amount of 83,369, and
 - v. Business License Tax Revenue Increase in the Amount of \$200,000.
 - b) Expenditure Increases to Reflect Past Actions:
 - i. In the Amount of \$408,807 to Match Actual Transfer to CalPERS from the CEPPT Trust (\$406,988) and from the Town General Fund (\$1,819) for Additional Discretionary Payment Based on the Town Pension and OPEB Trusts Oversight Committee March 30, 2021 Action and
 - ii. In the Amount of \$55,000 to the Chamber of Commerce for Development of Destination Marketing from the Anticipated ARPA Proceeds.

PREPARED BY: Stephen Conway
Finance Director

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

RECOMMENDATION:

Operating and Capital Budgets

- a. Adopt a resolution approving the Town of Los Gatos Fiscal Year (FY) 2020/21 Operating Budget and FY 2021/22 – 2025/26 Capital Improvement Program (CIP), new appropriations, other approved adjustments, other Council actions on May 18, 2021, minor corrections, and carry-forward appropriations.
- b. Adopt a resolution approving commitment of fund balances under GASB 54.
- c. Approve FY 2020/21 Budget Adjustments:
 - a) Major Revenue Adjustments to Match Year-End Estimated Revenues as Directed by the Town Council on May 18, 2021 and as Determined from Updated Information
 - i. Anticipated American Recovery Plan Act (ARPA) revenue increase in the amount of \$2,884,315,
 - ii. Property Tax revenue increase in the amount of \$703,202,
 - iii. Sales Tax revenue decrease in the amount of \$444,400,
 - iv. Measure G District Tax revenue decrease in the amount of 83,369, and
 - v. Business License Tax revenue increase in the amount of \$200,000.
 - b) Expenditure increases to reflect past actions:
 - i. In the amount of \$408,807 to match actual transfer to CalPERS from the CEPPT Trust (\$406,988) and from the Town General Fund (\$1,819) for Additional Discretionary Payment based on the Town Pension and OPEB Trusts Oversight Committee March 30, 2021 action and
 - ii. In the amount of \$55,000 to the Chamber of Commerce for development of destination marketing from the anticipated ARPA proceeds.

BACKGROUND:

On May 18, 2021, the Town Council conducted public hearings to discuss the proposed FY 2021/22 Operating and Capital Summary Budget and Proposed FY 2021/22 – 2025/26 Capital Improvement Program. The budget hearing was preceded by four public Finance Commission meetings at which Commissioners discussed the Proposed Budgets and provided recommendations to the Town Council per Measures A and G. The Town Council considered public testimony, discussed both documents, considered the Finance Commission recommendations, and directed staff to bring back the documents for final approval incorporating the Council recommendations.

In addition, the Proposed Operating Budget addresses the Council identified Strategic Priorities and considers other areas of importance to the Los Gatos community, the Council, and the Town organization. The Proposed Budget acknowledges the economic realities associated with the global COVID-19 pandemic and other unforeseen budgetary impacts. Even with areas of continued uncertainty, this Operating Budget positions the organization well for continued excellence in service delivery to the community.

BACKGROUND (continued):

The Capital Budget also provides for limited, continued strategic investments toward important wildfire vegetation management and other necessary infrastructure improvements, as the pandemic is not the only threat to our community's health and safety.

DISCUSSION:

The draft resolution (Attachment 1) incorporates the budget direction provided by the Council at the May 18, 2021 budget hearing. Attachment 2 contains the resolution to formally move General Fund balances based on the Town Council General Fund Reserve Policy and additional Council direction consistent with General Accounting Standards Board (GASB) 54.

COORDINATION:

The preparation of the budget documents involved the participation of all Town Departments.

FISCAL IMPACT:

The fiscal impact is presented in summary form in the Financial Summaries chapter of the Proposed Operating and Capital Budget for FY 2021/22.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Resolution of the Town Council Approving FY 2021/22 Operating Budget and FY 2021/22 – 2025/26 Capital Improvement Program (with Exhibit A)
2. Resolution of the Town Council of the Town of Los Gatos Approving Commitments of Fund Balance under GASB 54
3. Public Comment

DRAFT RESOLUTION 2021-

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS APPROVING THE FISCAL YEAR (FY) 2021/22 OPERATING BUDGET AND FY 2021/22 – 2025/26 CAPITAL BUDGET, NEW APPROPRIATIONS, OTHER ADJUSTMENTS, OTHER COUNCIL ACTIONS ON MAY 18, 2021, MINOR CORRECTIONS, AND CARRY-FORWARD APPROPRIATIONS

WHEREAS, Section 2.30.295(b) of the Los Gatos Town Code requires the Town Manager to annually prepare and submit a budget to the Town Council and be responsible for its administration; and

WHEREAS, the Town Manager submitted to the Town Council and Finance Commission a Proposed Operating Budget for FY 2021/22 on April 19, 2021; and

WHEREAS, the Town Manager submitted to the Town Council and Finance Commission a Proposed Five-Year Capital Improvement Program for FY 2021/22 – 2025/26 on April 19, 2021; and

WHEREAS, the Town Council conducted a noticed public hearing on the Proposed Operating Budget and Capital Improvement Program on May 18, 2021; and

WHEREAS, per Measure A, the Town Council has considered and reviewed the Finance Commission written recommendations to the Town Council on the said proposed Budget and Capital Improvement Program during public hearings on May 18, 2021; and

WHEREAS, per Measures G and A, the Town Council has considered and reviewed the Finance Commission written recommendations to the Town Council regarding the potential allocation of Measure G proceeds during its public hearing on May 18, 2021; and

WHEREAS, the Town Council has determined the use of the \$1.2 million accumulated Measure G Funds Reserve (through June 30, 2020) to be allocated 50% for operating expenditures in FY 2020/21 and FY 2021/22, and 50% for capital purposes; and

WHEREAS, the Town Council has determined the use of Measure G proceeds in 2020/21 to be 50% for operating expenditures in FY 2020/21 and 50% for capital purposes; and

WHEREAS, the Town Council has determined the use of Measure G proceeds in FY 2021/22 to be 50% for operating expenditures in FY 2021/22 and 50% for capital purposes; and

ATTACHMENT 1

WHEREAS, the Town Council has determined the use of Measure G proceeds in the remainder of the forecast (FY 2022/23 - FY 2026/27) to be 50% for operating expenditures and 50% for capital purposes; and

WHEREAS, the Town Council has determined that the Five-Year Forecast include a 2% base salary inflation in the FY 2021/22 budget and the remainder of the forecast period (FY 2022/23 - FY 2026/27); and

WHEREAS, the estimated FY 2021/22 property tax revenue increased by \$171,714 based on updated information received from the Santa Clara County Assessor Office in May and updated information related to the sales of North 40 Phase 1; and

WHEREAS, the Town Council has determined that a portion of the proceeds of the American Recovery Plan Act (ARPA) up to the amount of \$1,362,910 will be used for Revenue Replacement and balancing the FY 2020/21 budget; and

WHEREAS, the Town Council has determined that a portion of the proceeds of the American Recovery Plan Act (ARPA) up to the amount of \$1,912,536 (\$1,562,536 plus \$350,000) will be used for Revenue Replacement and balancing the FY 2021/22 budget; and

WHEREAS, the Town Council has determined that to further balance the budget, the Town should cancel in FY 2021/22 the actuarial determined Other Post-Employment Benefits (OPEB) payment to the extent it is necessary (the actuarial determined scheduled amount is \$508,000 for FY 2021/22 and remaining budgeted payment is \$148,693); and

WHEREAS, the Town Council has determined the use of the \$1.2 Million in the Surplus Property Reserve (Winchester property sale proceeds) be used for capital purposes; and

WHEREAS, the Town Council has determined that \$500,000 of the identified capital funding should be spent on the Roadside Fuel Reduction Project; and

WHEREAS, on June 1, 2021, Town Council considered and reviewed the proposed Budget and Capital Improvement Program making final determinations.

NOW, THEREFORE, BE IT RESOLVED: that the Town Council hereby adopts as the Operating Budget for the Town of Los Gatos for the 2021/22 fiscal year as depicted in Exhibit A entitled "Total Town Revenues and Expenditures by Fund" including the first year (FY 2021/22)

of the Town's Capital Improvement Program budget as contained in the Town's FY 2021/22 – 2025/26 Capital Improvement Program.

BE IT FURTHER RESOLVED, that the final adopted Budget documents include minor corrections and approved appropriations for unspent prior year allocations, and that they be carried forward from prior years in a Reserve for Encumbrances whereby within each fund there is an amount sufficient to cover approved outstanding encumbrances as of June 30, 2021.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 1st day of June, 2021 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

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

DATE: _____

TOTAL TOWN REVENUES AND EXPENDITURES BY FUND

	2021/22 Proposed Budget	Estimated Budget Revision	2021/22 Recommended Budget
REVENUES			
General Fund	\$47,092,489	\$ 171,714 (1)	\$ 47,264,203
Special Revenue Funds	271,003	-	271,003
Internal Service Funds	4,095,437	-	4,095,437
Trust Funds	59,100	-	59,100
Capital Project Funds (does not include carryforwards)	4,735,640	2,251,047 (2)	6,986,687
Successor Agency Funds	3,912,200	-	3,912,200
TOTAL REVENUES	\$60,165,869	\$ 2,422,761	\$ 62,588,630
OTHER FUNDING SOURCES			
Designated One-Time Use of General Fund Reserves	2,453,988	\$ 2,601,047	5,055,035 (3)
TOTAL TOWN REVENUES & OTHER FUNDING SOURCES	\$62,619,857	\$ 5,023,808	\$ 67,643,665
TOTAL TOWN EXPENDITURES, TRANSFERS OUT & CARRYFORWARD APPROPRIATION			
General Fund	\$46,312,162	\$ 2,420,717 (4)	\$ 48,732,879
Special Revenue Funds	321,243	-	321,243
Internal Service Funds	5,226,055	-	5,226,055
Trust Funds	88,955	-	88,955
Capital Project Funds (does not include carryforwards)	6,919,352	500,000 (5)	7,419,352
Successor Agency Funds	3,811,432	-	3,811,432
TOTAL TOWN EXPENDITURE & OTHER FUNDING USES	\$62,679,199	\$ 2,920,717	\$ 65,599,916
GENERAL FUND SOURCE(USE) OF FUND BALANCES	\$ 3,234,315		\$ 3,586,359
OTHER FUNDS SOURCE(USE) OF FUND BALANCES	(3,293,657)		(1,542,610) (6)
TOTAL SOURCE(USE) OF FUND BALANCES	\$ (59,342)	\$ 2,103,091	\$ 2,043,749

(1) \$171,714 Additional Estimated Property Tax

(2) Additional Transfer to Capital Projects (GFAR)

\$590,581 - 50% of 6/30/2020 Accumulated Measure G Proceeds

\$460,466 - 50% of Anticipated FY 2020/21 Measure G Proceeds

\$1,200,000 - Surplus Property

(3) Designated One-Time Use of the General Fund Reserves during FY 2021/22

\$2,253,988 - ARPA

\$2,801,047 - Transfer to Capital Projects (GFAR)

(4) General fund Expenditures

\$2,251,047 - Increase to Capital Transfer

\$528,976 - Increase to Salaries and Benefits - 2% Accelerator built in

\$359,307 - Decrease to OPEB Actuarial Payment

(5) \$500,000 - Additional Funding for Roadside Fire Fuel Management

(6) Other Funds Source (Use) represents planned one-time uses of Internal Service Funds, Special Revenue Funds, Trust Funds, and Capital Project Funds primary for infrastructure and equipment investment.

Numbers may differ between exhibits due to rounding.

EXHIBIT A

RESOLUTION 2021

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS APPROVING COMMITMENTS OF FUND BALANCE UNDER GASB 54

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued its Statement No. 54, Fund Balance and Governmental Fund Type Definitions with the intent of improving financial reporting by providing fund balance categories that will be more easily understood and to improve the comparability of governmental fund financial statements; and

WHEREAS, GASB 54 provides that the Town Council of the Town of Los Gatos classify governmental fund balances as restricted, assigned, or committed fund balances; and

WHEREAS GASB 54 provides that restricted reserves are funds that are restricted for externally imposed constraints such as legal contracts or state law, assigned amounts are constrained by the Town's intent to use them for specific purposes, and committed amounts are dedicated for specific purposes under constraints and formal action taken by the Town Council and these committed amounts cannot be used for any other purposes unless the Town Council of the Town of Los Gatos removes or changes the specific use through the same formal action to establish the commitment; and

WHEREAS, there exists a Restricted General Fund Pension Reserve in the form of an IRS 115 Pension Trust; and

WHEREAS, there exists a balance of \$390,000 as of June 30, 2021 in the restricted Pension Reserve; and

WHEREAS, the Town Council of the Town of Los Gatos has established a General Fund Reserve Policy providing for minimum fund balance dollar target amounts for Budget Stabilization and Catastrophic Reserve fund balances and outlines policies and procedures for use and restoration of these balances; and

WHEREAS, there exists an assigned General Fund Compensated Absences Reserve allocated to fund 50% of all vested hours of sick leave, compensation, and vacation time with the actual reserve amount to be determined at the close of FY 2020/21; and

ATTACHMENT 2

WHEREAS, there exists an assigned Capital/Special Projects Reserve to fund key infrastructure and capital/special projects as identified in the Town's five-year Capital Improvement Plan, and/or other Council priorities; and

WHEREAS, there exists an assigned authorized Carry Forward Reserve for materials and services on approved purchase order and contracts which were issued but not finalized or fulfilled as of the end of the fiscal year but for which funds will be carried forward to the following fiscal year. Actual reserve balance will be established at the close of FY 2020/21; and

WHEREAS, in June 2016, the Town Council established the committed Pension/OPEB Reserve to provide funding toward pension and Other Post-Employment Benefits (OPEB) unfunded obligations by placing discretionary amounts to the reserve with formal Council action and transferring available year-end surpluses based on the General Fund Reserve Policy; and

WHEREAS, on November 6, 2018, the Town Council provided direction to establish an unassigned Surplus Property Revenue General Fund Reserve that any monies received from the sale of the property located on Winchester Boulevard and any monies received from the sale of future surplus property be placed in this reserve, and the provisions for the reserve specifically indicate that Council may, at its discretion, distribute those funds as it deems appropriate; and

WHEREAS, there exists an assigned approximately \$1,200,000 balance in the Surplus Property Reserve.

WHEREAS, on May 18, 2021 the Town Council Town determined the use of the \$1.2 Million in the Surplus Property Reserve (Winchester property sale proceeds) be for capital purposes; and

WHEREAS, The Town Council established the assigned Sustainability Reserve in FY 2008/09 by closing the Solid Waste Management fund and placing the initial residual balance dedicated for conservation, recycling, and sustainability; and

WHEREAS, there exists an excess balance of \$140,553 as of June 30, 2021 in the assigned Sustainability Reserve; and

WHEREAS, there exists an assigned Market Fluctuation Reserve that represent fund balance amounts for unrealized investment gains that have been recorded as investment

income in the financial statements in accordance with the requirements of GASB 31 in the amount of \$1,218,732, actual reserve balance will be established at the close of FY 2020/21; and

WHEREAS, there exists an assigned Measure G 2018 District Sales Tax Reserve to track receipt and use of the 1/8 cent district tax funds collected by the Town; and

WHEREAS, the Town Council has determined the use of Measure G accumulated and future proceeds to be 50% for operating expenditures and 50% for capital purposes; and

WHEREAS, the \$1,051,046 (50% of the June 30, 2020 accumulated balance and 50% of the estimates FY 2020/21 proceeds) transfer from the Measure G District Sales Tax Reserve to the General Fund Appropriated Reserves provides funding capital projects; and

WHEREAS, there is anticipated to be an excess balance of \$482,159 as of June 30, 2021 in the assigned Measure G District Sales Tax Reserve, and that the actual balance will be determined at the close of FY 2020/21 and will be used for capital purposes; and

WHEREAS, the \$550,000 transfer from the Capital/Special Project Reserve to the General Fund Appropriated Reserve provides funding to the five-year capital plan; and

WHEREAS, the Town Council established the assigned Open Space reserve in the FY 1998/99 to be used for the preservation of open space, connection of open space trails, the definition of the southern boundary of the Town with passive open space, and protection of unique natural features; and

WHEREAS, there exists an excess balance of \$410,000 as of June 30, 2021 in the assigned Open Space Reserve; and

WHEREAS, there is exists an assigned American Recovery Act (ARPA) Reserve to collect the anticipated proceeds less Council authorized use of ARPA revenue per US Treasury Interim ruling for revenue replacement and other one-time uses, estimated June 30, 2022 balance is \$1,656,732, and the actual reserve balance will be determined at the close of the FY 2020/21 fiscal year; and

WHEREAS, there exists an assigned Market Fluctuation Reserve that represent fund balance amounts for unrealized investment gains that have been recorded as investment income in the financial statements in accordance with the requirements of GASB 31 in the

amount of \$1,218,732, and the actual reserve balance will be established at the close of FY 2020/21; and

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES HEREBY RESOLVE that the following estimated Pension, Budget Stabilization, Catastrophic, Pension/OPEB, Capital/Special Projects, Compensated Absences; Measure G District Sales Tax, Surplus Property Revenue, Market Fluctuations, Sustainability, Open Space, and ARPA Reserves as of June 30, 2021 and as of June 30, 2022 as restricted, assigned, unassigned or formally committed as follows:

	Actual General Fund Reserves June 30, 2020	FY 2020/21 Budget, GF Reserve Policy, and this Resolution Approved Increase	FY 2020/21 Budget, GF Reserve Policy, and this Resolution Approved (Decrease)	Estimated General Fund Reserves June 30, 2021	FY2021/22 Budget Resolution Approved Increase	FY 2021/22 Budget Resolution Approved (Decrease)	Estimated General Fund Reserves June 30, 2022
Restricted Fund Balances							
Pension	\$ 669,978	\$ -	\$ (669,978)	\$ -	\$ 390,000		\$ 390,000
Committed Fund Balances							
Budget Stabilization	5,427,603	\$ 32,882	\$ -	5,460,485	-	-	5,460,485
Catastrophic	5,427,603	32,882	-	5,460,485	-	-	5,460,485
Pension/OPEB	4,532,500	-	(4,532,500)	-	-	-	-
Assigned Fund Balances							
Capital/Special Projects	8,787,958		(4,236,551)	4,551,407	-	(550,000)	4,001,407
Compensated Absences	1,539,408	-	-	1,539,408	-	-	1,539,408
Open Space	410,000	-	-	410,000	-	-	410,000
Sustainability	140,553	-	-	140,553	-	-	140,553
Market Fluctuations	1,218,732	-	-	1,218,732	-	-	1,218,732
Measure G District Sale Tax	1,181,162	460,465	(590,581)	1,051,046	482,160	(1,051,046)	482,159
Carryover Encumbrances	-	-	-	-	-	-	-
Surplus Property Revenue Reserve	-	1,200,000	-	1,200,000	-	(1,200,000)	-
American Recovery Act (ARPA)	-	2,844,315	(1,777,910)	1,066,405	2,844,315	(2,253,988)	1,656,732
				-			-
Designated One-Time Use of Reserves during FY 2021/22							
				ARPA			\$ 2,253,988
				Transfer to the Capital Projects (GFAR)**			2,801,046
Total							\$ 5,055,034

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of
Los Gatos held on the 1st day of June 2021 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

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

DATE: _____

From: [Shirley Stanger](#)
To: [PublicComment](#)
Subject: Public comment item#7
Date: Saturday, May 22, 2021 11:44:57 AM

This ill advised plan to reduce police funding does not reflect the appreciation we have for police service in our community. New hires are badly needed to reduce response time and to mirror the growth of our area

I strongly oppose any such reduction of this funding!

Shirley Stanger



Sent from my iPad

From: [Donna Lenahan](#)
To: [PublicComment](#)
Subject: Public Comment Item #7.
Date: Saturday, May 22, 2021 11:45:42 AM

No to Defunding the Police in Los Gatos and Monte Sereno

As a vulnerable senior living in Monte Sereno, I am totally against any defunding of police in Los Gatos and Monte Sereno.

Surely we pay enough taxes to be fully protected in the event of violence, theft, and public safety.

What are you thinking anyway. I thank Suzanne Jackson for calling this to our attention.

John E. Lenahan, M.D.
Donna J. Lenahan

From: [bettycolwell](#)
To: [Donna Lenahan](#)
Cc: [PublicComment](#)
Subject: Re: Public Comment Item #7.
Date: Saturday, May 22, 2021 2:41:32 PM

Sent from my iPhone

On May 22, 2021, at 8:45 AM, Donna Lenahan <djlenahan@aol.com> wrote:

No to Defunding the Police in Los Gatos and Monte Sereno

As a vulnerable senior living in Monte Sereno, I am totally against any defunding of police in Los Gatos and Monte Sereno.

Surely we pay enough taxes to be fully protected in the event of violence, theft, and public safety.

What are you thinking anyway. I thank Suzanne Jackson for calling this to our attention.

John E. Lenahan, M.D.
Donna J. Lenahan



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/01/2021

ITEM NO: 5

DATE: May 18, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize Town Manager to Execute a Two-Year Lease Agreement with Flock Safety Group for the Installation and Maintenance of 15 Stationary Automated License Plate Readers (ALPR) throughout the Town of Los Gatos in the Amount of \$78,750

RECOMMENDATION:

Authorize the Town Manager to execute a two-year lease agreement (Attachment 1) with Flock Safety Group for the installation and maintenance of 15 Stationary Automated License Plate Readers (ALPR) throughout the Town of Los Gatos in the amount of \$78,750.

BACKGROUND:

On November 3, 2020, Town Council adopted Resolution 2020-044 (Attachment 4) for the acceptance and approved use of Supplemental Law Enforcement Services Fund (SLESF) grant allocation for FY 2020/21 in the amount of \$100,000. Staff worked to identify and prioritize frontline law enforcement equipment and technology with the proven capability to augment traditional Police services in the deterrence, interruption, and investigation of crime in the Town of Los Gatos. Staff identified a strategically designed network of ALPR cameras manufactured by Flock Safety Group, Inc. as a suitable sole source vendor with technology best designed to meet the goals of this pilot project (Attachment 2).

The Police Department has a history of utilizing ALPR technology mounted to a single patrol vehicle. Even in this limited deployment model, ALPR technology proved useful in identifying stolen vehicles while providing investigative data useful in solving crimes after they had occurred. The implementation of the proposed network of stationary ALPR cameras from the Flock Safety Group is expected to vastly improve the Police Department's ability to identify stolen vehicles entering Los Gatos as well as vehicles associated to missing or endangered persons and vehicles associated to serious crimes under active investigation. Combatting and

PREPARED BY: Clinton Tada
Operations Bureau Captain

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

SUBJECT: Authorize Town Manager to Execute a Two-Year Lease Agreement with Flock Safety Group for the Installation and Maintenance of 15 Stationary Automated License Plate Readers (ALPR) throughout the Town of Los Gatos in the Amount of \$78,750

DATE: May 18, 2021

BACKGROUND (continued):

deterring property crimes, specifically residential, vehicle and commercial burglary were key concerns identified through Police Department interaction with the community.

DISCUSSION:

The Flock Safety ALPR System consists of a deployment of strategically placed cameras throughout an area to provide greater coverage and detailed information for law enforcement to assist as a crime deterrent and investigative tool (Attachment 3). This proposed pilot program would include 15 cameras positioned throughout the Town at key ingress and egress locations. These locations were collectively identified by staff and the Flock Safety deployment team as major thoroughfares and intersections which provide the optimum effectiveness in capturing ALPR data from a public right of way. The ALPR cameras would be positioned to capture the objective data available through an image of the rear of the vehicle only and not data or images of the occupant(s) of the vehicle. These data are then compared with a national law enforcement Criminal Justice Information Services (CJIS) database to determine if the vehicle is stolen, associated to a missing person, or wanted as evidence in a serious felony investigation. If a match is made, the Flock Safety system immediately provides a mobile notification alert to the Officer's Mobile Dispatch Computer (MDC) with the vehicle information and last captured ALPR location. The system captures still images only and no streaming video or audio clips.

Flock Safety presented staff with a functional and effective plan to deploy ALPR cameras throughout the community. The Flock program is an all-inclusive model for deploying the ALPR cameras. They are the sole provider of the comprehensive, monitoring, processing, and machine vision services which integrate with the Flock Safety camera. Other ALPR manufacturers would require the Town to purchase the equipment and a service plan. In addition, Flock Safety has an integrated partnership with Axon Enterprises Inc. for which the Police Department has already established agreements with Axon for other equipment and service needs.

The additional benefits of the Flock Safety ALPR System are that they charge an annual flat lease fee per camera of \$2,500, which is wireless, free of infrastructure setup, with the option for solar or direct power access. They also include a two-year warranty, Criminal Justice Information Services (CJIS) compliant cloud-based hosting systems, unlimited individual user licenses, ongoing software enhancements, camera setup, mounting, shipping, handling, and cellular connection. The Flock Safety lease program frees the Town from the burden of costly equipment maintenance and replacement expenditures.

PAGE 3 OF 4

SUBJECT: Authorize Town Manager to Execute a Two-Year Lease Agreement with Flock Safety Group for the Installation and Maintenance of 15 Stationary Automated License Plate Readers (ALPR) throughout the Town of Los Gatos in the Amount of \$78,750

DATE: May 18, 2021

DISCUSSION (continued):

Flock Safety allows for cancellation of services and lease agreement at any time without cause. Flock Safety's data retention and data privacy access policies provide strict individual user access, a limited thirty (30) day data search capability and is able to provide full audit logs compliant with Federal and State legislation. If authorized, the Police Department will implement revisions to current ALPR policies in accordance with Flock Safety, state guidelines, best practices and the Town's retention policy.

The Flock Safety ALPR camera system is being utilized by more than 210 Police Departments across the United States and in California. In the immediate Bay Area, Milpitas, San Mateo, Atherton, Piedmont, San Ramon, Walnut Creek, and Livermore have implemented stationary Flock Safety ALPR cameras throughout their cities. These jurisdictions have seen positive results in suppressing crime before it occurs and utilizing the ALPR as an investigative tool to assist with investigative leads to apprehending criminals.

On May 11, 2021, the Police Department and staff from the Flock Safety Group held a public meeting attended by more than 50 community residents and stakeholders. The feedback from meeting participants was unanimously positive for the adoption of this technology for the purpose of deterring and solving crime. Neighborhood Watch Groups and individual Homeowners' Associations within Town have also proactively taken steps in working with Flock Safety on private individual purchases of the Flock Safety ALPR cameras.

At the end of the two-year lease period, staff plans to reassess the pilot program results and determine whether to recommend continuation or discontinuation of future funding for the program.

CONCLUSION:

Authorize the Town Manager to execute a two-year lease agreement with Flock Safety Group for the installation and maintenance of fifteen Automated License Plate Reader cameras utilizing existing funds in the amount of \$78,750 from the Supplemental Law Enforcement Services Fund (SLESF), programmed in the Police Department budget.

ALTERNATIVES:

Alternatively, the Town Council could request a reduction of this ALPR pilot program to a one-year agreement with Flock Safety which would reduce the total cost of the project to \$41,250 for one year. Staff believes that a two-year pilot program with this technology would provide an adequate amount of time for full evaluation of the system's ability and effectiveness.

PAGE 4 OF 4

SUBJECT: Authorize Town Manager to Execute a Two-Year Lease Agreement with Flock Safety Group for the Installation and Maintenance of 15 Stationary Automated License Plate Readers (ALPR) throughout the Town of Los Gatos in the Amount of \$78,750

DATE: May 18, 2021

ALTERNATIVES (continued):

In addition, SLESF funding for the total amount (\$78,750) has already been identified and programmed for this project.

FISCAL IMPACT:

There are sufficient funds available in the FY 2020/21 Operating Budget (SLESF Funds) for lease payment in the amount of \$78,750 for this Flock ALPR two-year pilot project. Ongoing annual payments beyond this two-year pilot program may be re-evaluated and requested through future fiscal year budget processes or when Town Council accepts and allocates future SLESF funds, received from the Citizens' Option for Policing (COPS) grant program on an annual basis.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Flock Safety Group Services Agreement Order Form
2. Sole Source Letter for Flock Safety Cameras and Solution
3. Flock Safety ALPR Information
4. Town Council Resolution 2020-044 - SLESF Funding

FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: Town of Los Gatos - Monte Sereno Police Department	Contact Name: Clint Tada
Address: 110 E. Main St Los Gatos, CA 95030	Phone: 408-354-6834 E-Mail: ctada@losgatosca.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 Months Renewal Term: 24 Months	Billing Term: Total Contract payment of \$78,750 due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
(Includes one-time fees)			
Flock Falcon Camera	\$2,500.00	15	\$37,500.00
Implementation Fee (Public)	\$250.00	15	\$3,750.00
Year 1 Total			\$41,250.00

Flock Group Inc.
Today's Date - May 12, 2021
This proposal expires in 30 days.

Order Form
CA - Los Gatos PD

0064v00001r1sZ1AAI
ATTACHMENT 1

Recurring Total: 37500

Special terms:

- N/A

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By: Name: Title: _ Date:	By: Name: Title: _ Date:

EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

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GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Flock Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Flock Services. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

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1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

1.7 “**Hardware**” shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

1.9 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.10 “**Flock Services or Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.11 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock system.

1.12 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or notifications of a Non-Agency End User.

1.13 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.14 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Flock Services and Hardware.

1.15 “**Support Services**” shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term (as defined in Section 6.1) and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web

Interface which the Flock Services makes available to Agency and Authorized End Users. WARRANTIES PROVIDED BY SUCH THIRD PARTIES, ARE THE AGENCY’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

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2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term in connection with its use of the Flock Services as contemplated herein, and under Section 2.4, below.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and the Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“**Permitted Purpose**”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Flock Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location

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allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) driven by Agency’s request will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency’s Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The “**Agency Installation Obligations**” include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock’s Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock’s access to Footage after the initial installation which would waive Flock’s responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock’s rights to any damages Flock may sustain as a result of Agency’s default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock’s price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

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Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations (“**Monitoring Services**”). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services (“**On-Site Services**”) in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain “Special Terms” related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety’s products or services to its customers, (b) the competitive strength of, or market for, Flock Safety’s products or services, (c) such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys’ fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency’s Installation Obligations, or otherwise from Agency’s use of the Services, Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency’s use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business

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(hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency’s neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

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4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the “**Initial Fees**”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card. The first month of Flock Services corresponding to the first Usage Fee payment will begin upon the first installation of Hardware. For Agencies who purchase ten (10) or more Units, in the event that only a portion of the Units are installed at the first installation with additional Units to be installed at a later date, Usage Fees shall be calculated on a pro rata basis corresponding to the then-installed Units. Agencies will be invoiced for the additional Units immediately upon installation of the remaining Units.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. To the extent allowable by law or Agency regulations pertaining to tax-exempt entities, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

5.4 No-Fee Term Access. Subject to Flock’s record retention policy, Flock offers complimentary access to the Flock System for thirty (30) days (“**No Fee Term**”) to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. Agency agrees to pay the Initial Fees and Usage Fees according to Section 5.1 and will receive Flock’s complimentary access to the Flock Service and Footage for no additional cost. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. The complimentary No-Fee Term access to Flock Services shall survive the expiration or

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termination of this Agreement for five (5) years unless Agency provides written notice of the intent to cancel access to Flock Services.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “*Initial Term*”). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a “*Renewal Term*”, and together with the Initial Term, the “*Service Term*”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, an Agency not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal and labor, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the Agency will be effective immediately. Flock will remove all equipment at Flock’s own convenience, within a commercially reasonable period upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency’s right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for thirty (30) days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency’s Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days’ notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days’ notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a “**Defect**”), Agency must first make commercially reasonable efforts to address the problem by contacting Flock’s technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no

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additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

7.6 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF

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BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

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10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Atlanta, Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

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10.12 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

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Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera is the only Law Enforcement Grade ALPR System to offer the following combination of features:

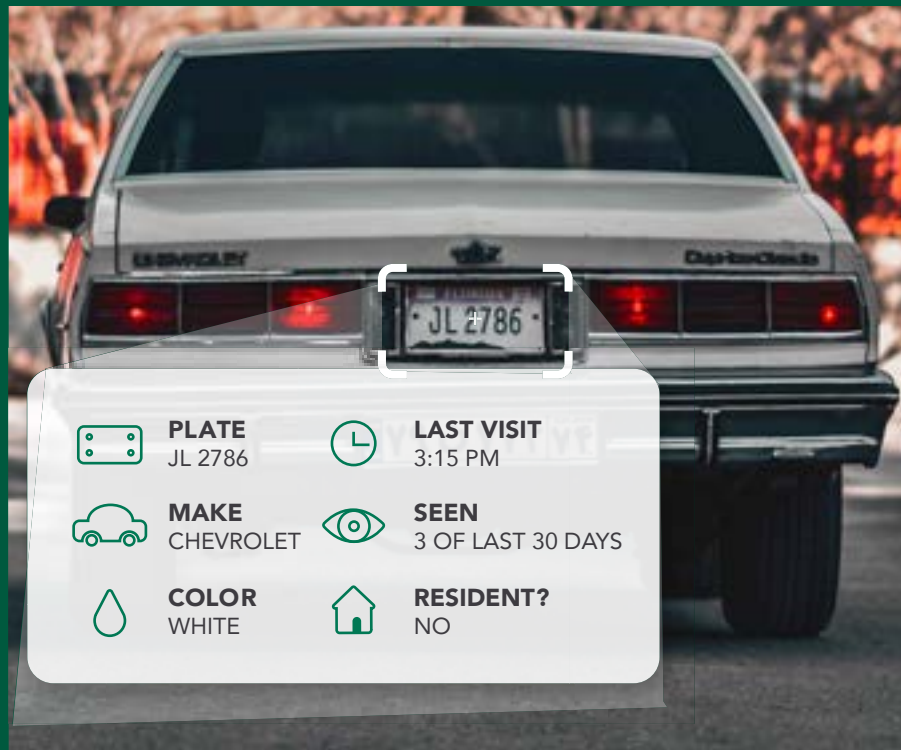
- Machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, unique hubcap, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate
- Ability to capture two (2) lanes of traffic simultaneously with a single camera from a vertical mass
- Ability to 'Save Search' based on description of vehicles using out patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Wireless deployment of license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Direct integration with Axon Evidence.com
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Privacy controls to enable certain vehicles to "opt-out" of being captured
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- Covert industrial design for minimizing visual pollution
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation

Thank you,



Garrett Langley
CEO, Flock Safety

Your partner in eliminating crime



Protecting your jurisdiction is of the utmost importance. Thank you for considering Flock Safety as part of your comprehensive strategy to protect your city, citizens, and officers. We are more than just a camera company - we are a public safety operating system that empowers private communities and law enforcement to work together to eliminate crime. We build devices that detect and capture objective evidence, machine learning that uncovers investigative leads, and real-time alerts that prepare officers to be effective in the field.

What makes Flock Safety's technology different



PUBLIC & PRIVATE PARTNERSHIPS

Thousands of communities use privately funded Flock Safety cameras throughout the country, which provides a huge benefit to local law enforcement as they can have access to those cameras without having to pay for them.



VEHICLE FINGERPRINT™ TECHNOLOGY

Capture far more than just license plates. Allow your investigators to search footage by vehicle type, make, and color; identify the state of a license plate; capture temporary plates, paper plates, and vehicles without plates. Our cameras also capture two (2) lanes of traffic traveling up to 100 MPH with a single camera.



INFRASTRUCTURE FREE

Use cameras that are solar powered and include LTE internet connectivity (unlimited use included in cost), so they can be rapidly deployed virtually anywhere.



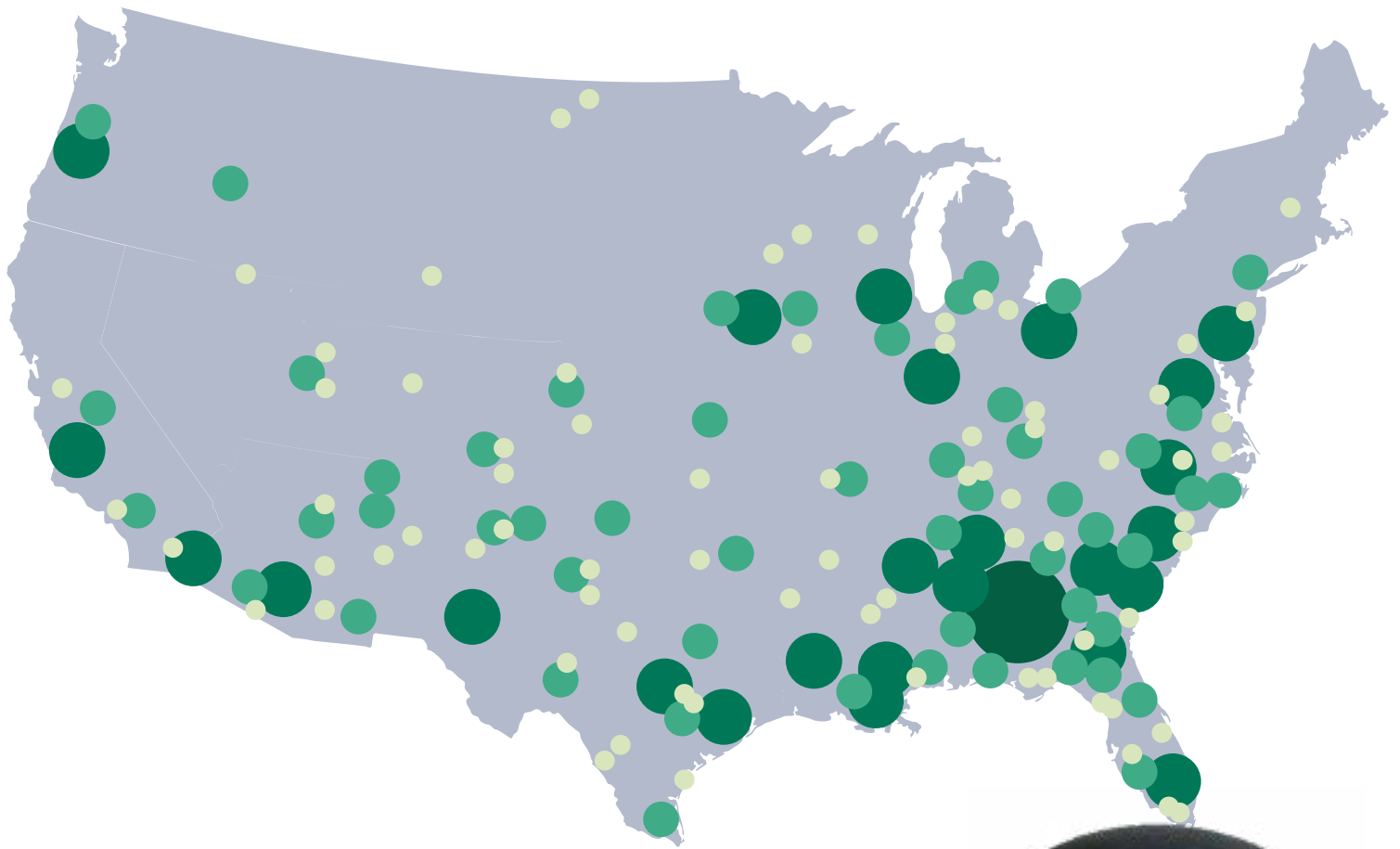
SIMPLE & AFFORDABLE

Our cameras cost \$2,500 per camera per year which includes hardware, software, solar power, LTE connectivity, unlimited users, and unlimited data storage.

We look forward to hearing from you and hope you will join the "flock"!

Thank you,

flock safety



600+

Police
departments

1000+

US cities

120

Stolen vehicle
reads/hr



Flock Safety's technology includes fixed license plate reading cameras and software for unlimited users to access footage and receive hotlist notifications.

Proposal Summary

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.

30% ▲

Our solution **captures 30% more plates** than our leading competitor, according to a side-by-side study done by LASD in 2019, largely due to using AI and Machine Learning to analyze the entire vehicle profile, instead of legacy Infrared based technology.

34% ▼

In April 2019, Marietta Police Department released a study that shows they experienced a **34% reduction in calls for service** by targeting crime hot spots throughout the city with Flock Safety cameras.

60% ▼

In October 2019, Cobb County Police Department released a study based on their installation of 13 Flock Safety cameras in March. Over the six month period, Cobb police reported a **60% reduction in overall crime** by focusing on the beat with the highest



Company Overview

Flock Safety's mission is to eliminate crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety devices deliver the actionable evidence you need to make an arrest.

Our company is headquartered in Atlanta, Georgia. Flock

Safety camera systems live in over 1000 cities in 38 states and over 600 police departments. With an average of 120 Hot List notifications sent an hour with jurisdictions throughout the U.S., our team is helping agencies solve and prevent crime every minute.

Customer Results

Flock Safety unites law enforcement and the communities they serve in the pursuit of a safer, more equitable society, with the use of force-multiplying technology. Our devices, which are owned by both public and private customers, see like a detective. They capture objective evidence, decode investigative leads using machine learning technology, and deliver real-time, actionable alerts to officers so they can clear cases more efficiently. Over 1000 U.S. cities enlist the help of Flock Safety's public safety operating system to reduce crime by up to 70%. These are some of their stories.



JERSEY VILLAGE, TEXAS

A camera on every street to create a virtual gate

Within one week, Flock Safety cameras notified officers of two vehicles on the NCIC Hot List. During the seizure of one of the vehicles, a wanted murderer in the state of Louisiana was arrested. Both vehicles were returned to their owners.

- Location: Houston suburb
- Flock Cameras: 50+
- Residents: 8,000
- Installation: Two months from purchase

MARIETTA, GEORGIA

34% reduction in calls for service in targeted hotspots

Cameras within the city led to the arrest of a suspect who allegedly brutally attacked a woman. Officers were able to locate and arrest the suspect using Flock cameras after weeks of the suspect being on-the-run.

- Location: Atlanta suburb, in Cobb County, Georgia
- Flock Cameras: 70 and growing within the county (30 police and 40 private cameras)
- Residents: 65,000 in Marietta
- Installation: Two months from purchase for first hotspot created





COBB COUNTY, GEORGIA

Containment strategy in highest crime beat of the county

Cobb County Police Department utilized 35 Flock cameras in 2 containment zones in their highest crime beats to reduce crime by over 60%.

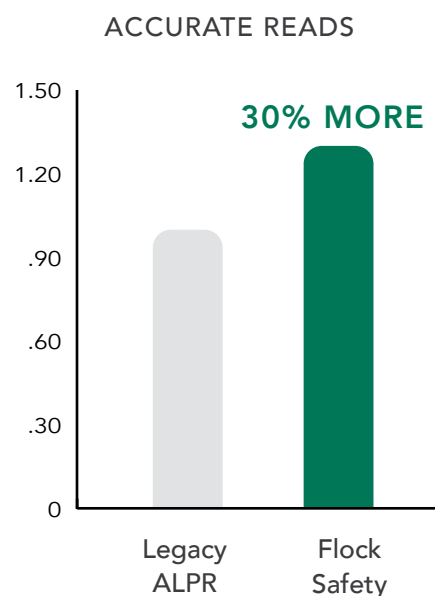
- Location: Cobb County, GA is just outside of Atlanta
- Flock Cameras: 35 for PD, over 100 including private sector cameras
- Residents: 750,000 in Cobb County
- Installation: Phased approach
- Contact: Deputy Chief Stuart Vanhoozer at stuart.vanhoozer@

LOS ANGELES, CALIFORNIA

Sheriff's Department performs detection accuracy test

Los Angeles Sheriff's Department performed a head-to-head test of the Flock Safety camera versus a legacy ALPR solution.

- The results showed that the Flock Safety camera captures 30% more vehicle images and provides more accurate reads than traditional cameras triggered by infrared technology.
- Conducted in limited lighting from 2:00 AM to 8:00 AM, and from 11:00 PM to 6:00 AM.
- Causes for missed vehicles and/or misread plates were associated with the amount of reflectivity of the plate (older/dirtier tags, and dealer provided paper plates).





Product

Flock Safety Automatic License Plate Reading (ALPR) cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review. The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.

SOFTWARE USER INTERFACE

Included at no additional cost with unlimited user licenses. Receive alerts to help detect crime and search footage to access evidence — with any internet-connected device (based on user credentials that are easily managed/approved by admin).



Detect Crime

- Connected to the NCIC Hot List & CJIS compliant
- State detection to ensure quality alerts
- Hotlist alerts (includes privately owned cameras in your jurisdiction)
- Create custom alerts for tags under investigation with your organization
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)
- Email and SMS alerts to users
- Audible and visual alerts

Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate, etc.)
- Search results with vehicle summary in multiple formats
- Filter by Vehicle Fingerprint™
 - Date and time
 - Vehicle Characteristics
 - Plate (partial/full)
 - Plate Type (in state, out of state, temporary tag)
 - Build & Color
 - Resident status
 - Location/Date/Time



Insights

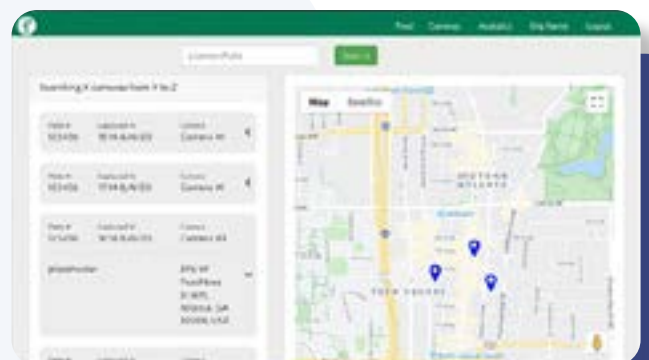
Give city council an ROI report

- Discover crime and traffic patterns
- Prioritize changes by greatest impact
- Change your community for the better

Lookup

Search plates across your jurisdiction

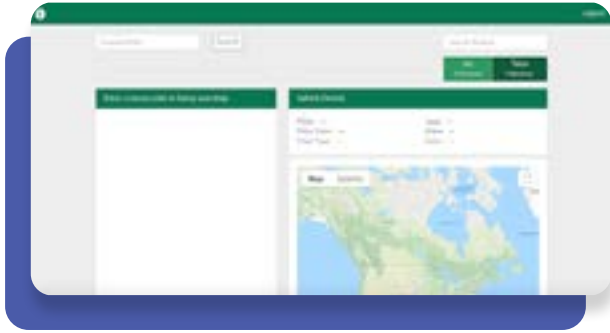
- “I have the plate where is the car?”
- Designed to search all cameras, all time
- Get a full view of all activity tied to one vehicle in your network



Shared Footage Search Network for Law Enforcement

A new way to solve cross-jurisdiction crimes

- New privacy setting (National + State search)
- 1B + monthly reads
- Attached to "Lookup" experience



Performance

DAY TIME FOOTAGE



NIGHT TIME FOOTAGE



TEMPORARY PLATE



NO PLATE



COVERED PLATE



TWO LANES OF TRAFFIC



CAMERA SPECIFICATIONS

Design

Dimensions: 8.75" x 3"

Weight: 3 lbs

IP65 Waterproof

Power

14Ah Battery

30W Solar Panel (14" x 21")

AC Power (5 ft. range)

Data

16GB local storage, ~2 weeks

Image

5MP Image Sensor

Motion

Passive Infrared Motion Detection

Connectivity

Embedded Cellular LTE Connection

Cellular service provider depends on area

Production

Designed & manufactured in the U.S.

Night Vision

850nm Custom IR Array

Cloud Storage

30 days storage (Amazon Web Services)

Accessible via secure website

Images can be downloaded and stored by department

CAMERA PERFORMANCE

Traffic

NCIC and Custom Alert Notifications

- Average of 10-15 seconds

Includes time, location, plate, and vehicle image

Includes state specific alerts based on image

Power Source

100-240 VAC <1 amp

60 W Solar

11-14 Volt

Processing Power

1.4GHz

64-bit quad-core CPU

Image Capture

20-90 ft from vehicles

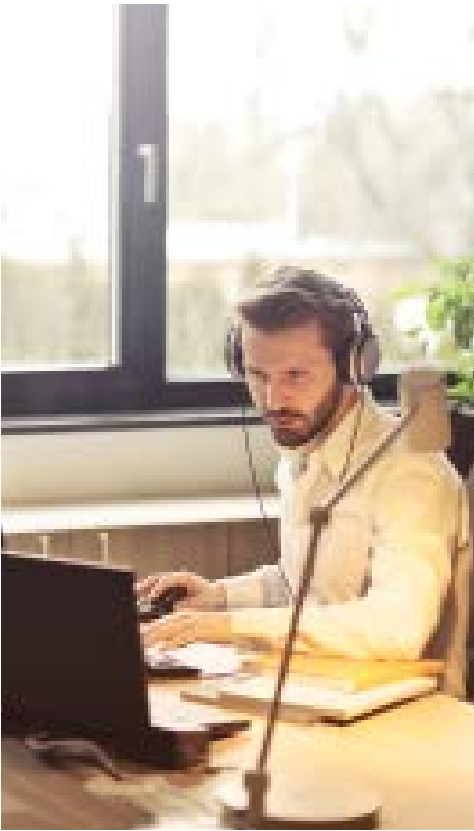
Up to 2 lanes of traffic per camera

Date and time with camera location

Plate (state, partial, paper, and none)

Vehicle details (Make, type, and color)





Training, Ongoing Support & Timeline

New customers will first get connected with their dedicated Onboarding Specialist who will spearhead the installation project to completion. Once cameras are successfully capturing footage, customers get introduced to their dedicated Market Manager. This person serves as the main point of reference for all things Flock Safety (training, setup questions, etc). In addition, the Flock Safety Support team monitors the **support@flocksafety.com** inbox Monday through Friday, 8:00 AM to 5:00 PM EST.

SAFETY-AS-A-SERVICE

- Regular software updates at no additional cost
- Camera maintenance is included in the subscription
- Unlimited users for hotlist integration and alerts, and camera

INSTALLATION & CAMERA LOCATIONS

The average installation is to 6-8 weeks. Camera locations and installation timing is coordinated by the Flock Safety Customer Support team.

City intersection
Solar & existing pole



Entrance to Hotel
Solar & Flock 14 foot pole



City Foot Traffic Street
Electric & existing pole



wing

The Wing™
integration



Transform your cameras into cameras that see like a detective.

The Flock Safety Wing integration is for law enforcement agencies who want to transform existing cameras into cameras that see like a detective. Unlike buying new hardware, you can upgrade your existing cameras with the power of Flock Safety's Vehicle Fingerprint™ technology.

Detectives are key to solving crime

They see things differently, pick up on clues, and identify leads. They might notice that a suspect vehicle had a roof rack, tinted windows, a trailer hitch, bumper stickers, step boards, aftermarket wheels, etc. Those details can unlock an investigation and solve crime.

Cities already have 100s or 1000s of cameras

For years, cameras have promised a safer future. But who has the resources to scroll through hours and hours of footage? Even if you do have time, how can you be sure that you'll catch all the unique features of a suspect vehicle? When every second matters, you need to find the single frame that gives an investigator a lead.



Learn how your agency can take advantage of the Wing integration.

flocksafety.com/police

flock safety

Solve more crime by putting Flock Safety software on your IP cameras.



Black Chevy truck

Day Footage



Nissan car
Lic: 7VYB613

Night Footage

Filter hours of footage to find actionable evidence

Leverage Flock Safety's patented Vehicle Fingerprint technology on your 3rd party camera and use machine vision to find your suspect vehicle. Think:

- Vehicle make, type, color
- License plate (full, partial, missing)
- Temporary tags and state of plate



Let's get started today. Transform your cameras into cameras that see like a detective.

flock safety

flocksafety.com/police

Is the Wing integration right for my cameras?

The Wing integration is compatible with all Axis ® cameras and a variety of other IP cameras. If your cameras meet the requirements listed here, the Wing integration is right for you.

Axis ® Camera Requirements

- ✓ Camera can talk outbound to the cloud (over 80/443)
- ✓ Camera contains an SD card (>1GB)
- ✓ Camera produces clear footage

Other IP Camera Requirements

- ✓ Real-Time Streaming Protocol (RTSP) is secure and publicly available
- ✓ Camera has stable bandwidth, either wired wireless, excluding 4G

**Still not sure? Speak with a Wing
integration specialist to learn more.**

Pricing

\$79/camera per month
+
base implementation fee*

* ≤ 15 licenses = \$1500 +
\$75 implementation fee per
each additional license

📞 Call Us
866-522-8863

✉ Email Us
police@flocksafety.com

💻 Learn More
flocksafety.com/police

Subscription Details	Price	QTY	Subtotal
2 Year Warranty			
Annual Subscription Price per year	\$2,500.00	15	\$37,500.00
Automatic License Plate Reader (ALPR) Solar or DC Power 2 Year Maintenance Warranty	\$0.00	15	\$0.00
Hosting & Analytics Cloud Hosting Unlimited User Licenses Hotlist Integration & Alerts Neighborhood Camera Integration Ongoing Software Enhancements	\$0.00	15	\$0.00
Implementation Camera Setup Shipping & Handling	\$250.00	15	\$3,750.00
Other Cellular Mounting Equipment	\$0.00	15	\$0.00

Total \$41,250.00

Special terms:

- N/A

RESOLUTION 2020-044

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS ACCEPTING SUPPLEMENTAL LAW ENFORCEMENT SERVICE FUNDS (SLESF) GRANT ALLOCATION FOR FY 2020-21 AND APPROVE USE OF THE FUNDS

WHEREAS, Government Code Section 30061(b)3 was amended with the Governor's approval of Assembly Bill 3229; and

WHEREAS, the Town of Los Gatos is entitled to receive approximately \$100,000 under the terms of the Supplemental Law Enforcement Services Fund if specified requirements are met as well as \$100,000 from the City of Monte Sereno under the terms of the fund; and

WHEREAS, the State funding cannot be used to supplant current Town costs for law enforcement and must be expended exclusively for front-line police services; and

WHEREAS, the Town Council has considered the written request separate and apart from the allocation of general funds for police services;

NOW, THEREFORE, BE IT RESOLVED: by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that the Town of Los Gatos authorize the continued expenditure of funds from the Supplemental Law Enforcement Services Fund for 416 hours of traffic enforcement within the city limits of Monte Sereno; and implement equipment and technology that will assist Patrol Officers in property crime prevention in the Town of Los Gatos.

BE IT FURTHER RESOLVED,

1. The Town Manager is directed to continue the Supplemental Law Enforcement Services Fund (SLESF) within the Town for receipt and disbursement of money received from the County Supplemental Law Enforcement Services Fund.

2. The Town Manager is directed to promptly remit to the General Fund all funding deposited in such SLESF fund.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 3rd day of November 2020 by the following vote:

COUNCIL MEMBERS:

AYES: Rob Rennie, Marico Sayoc, Barbara Spector, Mayor Marcia Jensen

NAYS: None

ABSENT: None

ABSTAIN: None

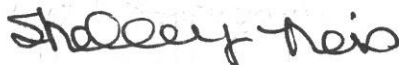
SIGNED:



MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: 11/4/20

ATTEST:



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

DATE: 11/4/2020



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/01/2021

ITEM NO: 6

DATE: May 19, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Purchase Microsoft Software Licensing from SoftwareONE in an Amount Not to Exceed \$73,724.17.

RECOMMENDATION:

Authorize the Town Manager to purchase Microsoft software licensing from SoftwareONE in an amount not to exceed \$73,724.17.

BACKGROUND:

The Fiscal Year 2021/22 Operating Budget anticipated the annual renewal of Microsoft software licensing in the Town's Information Technology Budget Operating Expenditures line.

Generally, the Town Council does not review routine software licensing purchase requests; however, as software usage has increased and since the combined purchase price for these licenses exceeds the Town Manager's purchasing authority of \$50,000, this purchase requires Council approval pursuant to the Town Purchasing Policy.

DISCUSSION:

This Microsoft software purchase includes annual licensing for server operating systems, server management, server applications, Office 365 services, and security software on both staff accounts and in the cloud.

In accordance with the Town Purchasing Policy Section 7c regarding Cooperative Purchasing, the prices for Microsoft software license renewals are negotiated by the County of Riverside and sold by volume licensing partner SoftwareONE. Most California agencies, from large ones such as the Department of Motor Vehicles, to small cities and special districts, use this purchasing arrangement to obtain the best prices.

PREPARED BY: Sai Kim
IT Manager

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

DISCUSSION (continued):

The Town's current Volume Licensing Agreement (Attachment 1) is valid through June 30, 2022. The agreement has no monetary value and is a means of securing pricing. SoftwareONE is the vendor the Town purchases the license through, and the agreement is with Microsoft. The invoice from SoftwareONE for the FY 2021/22 licensing is Attachment 2 to this report.

An interruption in Microsoft licensing software would halt the daily computer operations of Town staff.

CONCLUSION:

Staff recommends that the Town Manager purchase Microsoft software licensing from SoftwareONE for FY 2021/22 in an amount not to exceed \$73,724.17.

COORDINATION:

The Finance Department, IT, and Town Manager's Office coordinated this report.

FISCAL IMPACT:

The fiscal impact is \$73,724.17 in the FY 2021/22 budget and there are sufficient funds available in the IT budget to purchase these software licenses as anticipated.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Volume Licensing Agreement
2. SoftwareONE Invoice

AGR 19.097

IHH _____

Microsoft | Volume Licensing**Discount Transparency Disclosure Form**

Date: 6/14/2019
 Program: Enterprise 6
 Enrollment Number: Renewal
 Quote Number: 0853588.004
 Partner Name: SoftwareONE, Inc.
 Reseller Address: 20875 Crossroads Circle, Suite 1
 Waukesha, WI, United States, 53186-4093

Discount Details

For this enrollment, Microsoft provided the Customer's Partner an additional discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the additional discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed in the table below is the maximum price the partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the additional discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the additional discount, does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner.

Ordered Products

Currency	Maximum Resale Price
US Dollar	243,896

Note: The Maximum Resale Price listed in the table above only pertains to the Microsoft Products to be ordered under this Enrollment. The content of this form has no impact on the Customer's price for Non-Microsoft products and services.

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Retail Price for all Microsoft Products ordered under the Customer Contract minus the aggregated discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.


Partner: SoftwareONE, Inc.
 Customer: Town of Las Gatos
 Signature of Customer's authorized representative: [Signature]
 Printed name: TOWN MANAGER
 Printed title: LAURE PREUETT
 Date: 6/26/19

Approved as to form:

[Signature]
 Robert Schultz, Town Attorney

1/1

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	Laurel Prevetti
Printed Title	Town Manager
Signature Date*	6/26/19

* indicates required field

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise	64415927	6/30/2019

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
- (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Town of Los Gatos

Contact name* First Chris Last Gjerde

Contact email address* cg@losgatosca.gov

Street address* 110 E. Main Street

City* Los Gatos

State/Province* CA

Postal code* 95030-6999-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 408-761-5430

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

0853588.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	224	224	1.0	No	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 Plan E1 USL	50
Office 365 Plan E3 USL	174
Client Access License (CAL)	
Enterprise CAL	
ECAL Bridge for Office 365 From SA	224
Enterprise Mobility and Security (EMS)	
Enterprise Mobility and Security GOV	5

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	174	224	5	0

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

TOWN OF LOS GATOS
110 E Main ST
P.O. BOX 655
LOS GATOS, CA 95031

Date 06/20/2021
Customer No. US-SCU-132433
PO No. 20200003
Your Reference Annual Billing Yr 3 (OP)
Account Manager Miles Allarea
Your Contact Person statestore us
E-Mail statestore.us@softwareone.com
Our Tax ID 39-1501504

Proforma Invoice US-SCO-870168

Invoice Address

TOWN OF LOS GATOS
110 E Main ST
P.O. BOX 655
LOS GATOS, CA 95031

Shipping Address

TOWN OF LOS GATOS
110 E Main ST
P.O. BOX 655
LOS GATOS, CA 95031

License Address

TOWN OF LOS GATOS
110 E Main ST
P.O. BOX 655
LOS GATOS, CA 95031

Pos. No.	Description	Start Date	Version	End Date	OS	Qty.	Unit Price	Sales Tax	Amount
Pos. No.	Manufacturer Disc-Lev. Format	Lic. Model	Lic. Metrics						(USD)
EA# 69569338									
10	LK3-00001	Audio Conf GCC Shared Server Per User	07/01/2019	NON-SPEC/AL					
		Government Monthly Subscription	06/30/2022	Non-Specific					
	Microsoft	LEVEL D SUB	IEA GOV			10	39.90	0.00	399.00
20	9GS-00130	Core Infrastructure Server Suite DataCenter Core 16Lic Core	07/01/2019	NON-SPEC/AL					
		Government 1 Year SA Add Prod	06/30/2022	Non-Specific					
	Microsoft	LEVEL D MNT	IEA ADD G			7	1,239.08	0.00	8,673.56
30	9GA-00310	Core Infrastructure Server Suite Standard Core 16Lic CreLic	07/01/2019	NON-SPEC/AL					
		Government 1 Year SA Add Prod	06/30/2022	Non-Specific					
	Microsoft	LEVEL D MNT	IEA ADD G			5	250.90	0.00	1,254.50
40	AAA-12434	ECAL Bridge for Office 365 from SA per User	07/01/2019	NON-SPEC/AL					
		Government Monthly Subscription	06/30/2022	Non-Specific					
	Microsoft	LEVEL D SUB	IEA GOV			224	32.56	0.00	7,293.44
50	AAD-32905	Enterprise Mobility and Security E3GCCAddn ToUserECAL	07/01/2019	NON-SPEC/AL					
		Government Monthly Subscriptions	06/30/2022	Non-Specific					
	Microsoft	LEVEL D SUB	IEA GOV			210	42.11	0.00	8,843.10

Proforma Invoice US-SCO-870168

				Start Date	Version					
Description				End Date	OS	Amount				
Pos.	No.	Manufacturer	Disc-Lev.	Format	Lic. Model	Lic. Metrics	Qty.	Unit Price	Sales Tax	(USD)
60	312-02257	Exchange Server Standard			07/01/2019	NON-SPEC/AL				
		Government 1 Year SA Add Prod			06/30/2022	Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		1	117.86	0.00	117.86
70	3GU-00001	Office 365 Exchange ATP for Gov ShrdSvr per User			07/01/2019	NON-SPEC/AL				
		Government Monthly Subscription			06/30/2022	Non-Specific				
		Microsoft	LEVEL D	SUB	IEA GOV		224	17.01	0.00	3,810.24
80	7R6-00001	Office 365 Gov E1 From SA Shared Server per User			07/01/2019	NON-SPEC/AL				
		Government Monthly Subscription			06/30/2022	Non-Specific				
		Microsoft	LEVEL D	SUB	EA GOV		50	59.61	0.00	2,980.50
90	AAA-11924	Office 365 Gov E3 from SA ShrdSvr per User			07/01/2019	NON-SPEC/AL				
		Government Monthly Subscription			06/30/2022	Non-Specific				
		Microsoft	LEVEL D	SUB	IEA GOV		174	169.40	0.00	29,475.60
100	7MS-00001	Project Online Professional Gov per User			07/01/2019	NON-SPEC/AL				
		Government Monthly Subscription Add Prod			06/30/2022	Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		2	254.10	0.00	508.20
110	DDJ-00001	Power BI Pro ShrdSvr per User			07/01/2019	NON-SPEC/AL				
		Government Monthly Subscription			06/30/2022	Non-Specific				
		Microsoft	LEVEL D	SUB	IEA GOV		1	84.58	0.00	84.58
120	5HU-00216	Skype for Business Server			07/01/2019	NON-SPEC/AL				
		Government 1 Year SA Add Prod			06/30/2022	Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		1	607.88	0.00	607.88
130	H04-00268	SharePoint Server			07/01/2019	NON-SPEC/AL				
		Government 1 Year SA Add Prod			06/30/2022	Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		1	1,132.54	0.00	1,132.54
140	359-00961	SQL User CAL only			07/01/2019	NON-SPEC/AL				
		Government 1 Year SA Add Prod			06/30/2022	Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		160	31.81	0.00	5,089.60
150	228-04433	SQL Server Standard			07/01/2019	NON-SPEC/AL				
		Government 1 Year SA Add Prod			06/30/2022	Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		3	136.77	0.00	410.31
160	9K4-00003	Visio Online Plan2 From SAGCC ShrdSvr MVL PerUsr			07/01/2019	NON-SPEC/AL				
		Government Monthly Subscription Added Prod			06/30/2022	Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		7	107.96	0.00	755.72
170	6VC-01254	Windows Remote Desktop Services User CAL only			07/01/2019	NON-SPEC/AL				
		Government 1 Year SA Add Prod			06/30/2022	Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		64	20.16	0.00	1,290.24

Proforma Invoice US-SCO-870168

Pos. No.	Description			Start Date	Version	Qty.	Unit Price	Sales Tax	Amount (USD)
				End Date	OS				
180 AAA-11894	Manufacturer	Disc-Lev.	Format	Lic. Model	Lic. Metrics				
	Office 365 Gov E3 ShrdSvr per User			07/01/2019	NON-SPEC/AL				
	Government Monthly Subscription			06/30/2022	Non-Specific				
	Microsoft	LEVEL D	SUB	IEA GOV		5	199.46	0.00	997.30
Total USD excl. Tax									73,724.17
Tax									0.00
Total USD incl. Tax									73,724.17

Tax Amount Specification

Tax Identifier	Tax %	Line Amount	Inv. Disc. Base	Inv. Disc. Amount	Tax Base	Tax Amount
	0.00	73,724.17	73,724.17	0.00	73,724.17	0.00
Total		73,724.17	73,724.17	0.00	73,724.17	0.00

Payment Terms 30 Days net

Bank Information HSBC-USD, USA-14203 Buffalo, BLZ , Acc. No.: 000255319

Rtg. No.: 021001088, SWIFT: MRMDUS33

View or place within PyraCloud: <https://portal.softwareone.com/Orders/DocumentDetail/US/US-SCO-870168>



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/01/2021

ITEM NO: 7

DATE: May 25, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve Increasing Construction Contingency to \$308,000 for the Guardrail Replacement Project (CIP No. 812-0120/Federal No. HSIPL-5067-022) and Authorize Staff to Execute Future Change Orders up to the Approved Amount to Expend the Federal Grant Funds

RECOMMENDATION:

Staff recommends that the Town Council approve increasing construction contingency to \$308,000 for the Guardrail Replacement Project (CIP No. 812-0120 / Federal No. HSIPL-5067-022) and authorize staff to execute future change orders up to the approved amount to expend the federal grant funds.

BACKGROUND:

The adopted Fiscal Year (FY) 2020/21-2024/25 Capital Improvement Program (CIP) Budget designates funding for the Guardrail Replacement Project (CIP No. 812-0120).

On February 16, 2021, the Town Council approved the plans and specifications for the Guardrail Replacement Project; and authorized the Town Manager to advertise the project for public bid and award a construction contract to the lowest responsible bidder not to exceed \$800,000, including construction contingencies for future change orders (up to ten percent of the contract amount). The project replaces approximately a half-mile of Town guardrails located on Blossom Hill Road, Cleland Avenue, Los Gatos Boulevard, Miles Avenue, More Avenue, Reservoir Road, and three segments on Santa Rosa Drive. The design, construction, and project delivery of the project is largely funded through a \$980,100 Highway Safety Improvement Program (HSIP) grant secured from the Federal Highway Administration (FHWA).

PREPARED BY: WooJae Kim
Town Engineer

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

SUBJECT: Approve Increasing Construction Contingency to \$308,000 for the Guardrail Replacement Project (CIP No. 812-0120/Federal No. HSIPL-5067-022) and Authorize Staff to Execute Future Change Orders up to the Approved Amount to Expend the Federal Grant Funds.

DATE: May 25, 2021

DISCUSSION:

On March 18, 2021, the Town received three bids as summarized below, with the lowest bid being \$458,241 from Coral Construction Company:

Project	No. of Bids	Bid Range	Bid Average	Engineer's Estimate (without Contingency)	Council Authorized Not to Exceed Award Amount (includes 10% for Change Orders)
Guardrail Replacement Project	3	\$458,241- \$496,114	\$482,559	\$678,610	\$800,000

All bids received were lower than the Engineer's Estimate and well below the construction award amount of \$800,000 approved by Council on February 16. The bid from Coral Construction Company was deemed the lowest responsible, and staff has executed a construction agreement for \$458,241. Construction is anticipated to start in July.

As approved by Council, staff currently has the authority to issue up to \$45,824 (10% of project award amount) for future change orders. Staff typically requests the construction authorization amount to include ten percent of the initial contract amount for future change orders for unanticipated or anticipated additional work. In extenuating circumstances, staff can request Council to increase the contingency amount and staff's change order authority.

The total HSIP grant awarded to the Town is \$980,100. FHWA has authorized up to \$145,200 of the grant funds for the design phase. HSIP funds remaining for the construction phase is \$834,900, which includes up to 15% of the construction amount for construction engineering or management. With the current construction contract amount of \$458,241, maximum HSIP allowance for construction management is \$68,736. Hence, a balance of approximately \$308,000 of the HSIP reimbursable grant fund is unprogrammed.

HSIP Grant Total	-	\$980,100
Design	-	\$145,200
Construction	-	\$458,241
Construction Management	-	\$ 68,736
HSIP Balance	-	\$307,923

FHWA, through Caltrans (the lead agency), has indicated that change order work can be added to the project to complete additional needed work utilizing the remaining grant fund balance

PAGE 3 OF 4

SUBJECT: Approve Increasing Construction Contingency to \$308,000 for the Guardrail Replacement Project (CIP No. 812-0120/Federal No. HSIPL-5067-022) and Authorize Staff to Execute Future Change Orders up to the Approved Amount to Expend the Federal Grant Funds.

DATE: May 25, 2021

DISCUSSION (continued):

on the Guardrail Replacement Project. Staff prioritized and identified additional Town locations where guardrails could be upgraded or added along Cypress Way, College Avenue, Teresita Way, Buena Vista Avenue, Quito Road, and Kennedy Road. Staff submitted the scope and locations for the additional guardrail work to Caltrans, which Caltrans reviewed to recertify the environmental and right-of-way approvals. The Town is now authorized to utilize the remaining HSIP funds for the additional guardrail upgrades.

Staff is requesting the Council's authorization to increase the contingency amount and future change order authority up to \$308,000 to take advantage of the low prices from Coral Construction in order to proceed with the additional work. This authorization would result in a total construction contract spending not to exceed \$766,241, which remains below the original Council authorized amount of \$800,000 for the construction contract.

CONCLUSION:

Approval of the recommendation allows staff to work with the low bid contractor to add new guardrails and upgrade additional guardrails, meeting the latest guardrail standards, at more locations throughout the Town all within the budgeted funds for the Guardrail Replacement Project (CIP No. 812-0120).

ALTERNATIVES:

The Council could direct staff to bid the additional work as a separate project. Staff has not recommended this option as the unit pricing from the original bid is very competitive and completing the additional work within the original project provides increased efficiencies in design, bidding, project management, and construction.

COORDINATION:

This project has been coordinated with the Finance Department.

SUBJECT: Approve Increasing Construction Contingency to \$308,000 for the Guardrail Replacement Project (CIP No. 812-0120/Federal No. HSIPL-5067-022) and Authorize Staff to Execute Future Change Orders up to the Approved Amount to Expend the Federal Grant Funds.

DATE: May 25, 2021

FISCAL IMPACT:

Funds for the increased costs are available in the Guardrail Replacement Project. Remaining GFAR fund balances shall be carried forward to the next fiscal year.

Guardrail Replacement Project Project 812-0120		
	Budget	Costs
GFAR	\$ 93,015	
HSIP Grant	\$ 980,100	
Total Project Budget	\$ 1,073,115	
Engineering Consultant		\$ 130,000
Staff Cost – Design Phase (Temporary)		\$ 23,115
Construction (Low Bid)		\$ 458,241
Construction Management (15%)		\$ 68,736
Construction Contingency		\$ 308,000
Total Project Costs		\$ 988,092
Available Balance (GFAR)		\$ 85,023

ENVIRONMENTAL ASSESSMENT:

This is a project defined under CEQA as being categorically exempt [Section 15301(c) Existing streets, sidewalks, trails and similar facilities]. A Notice of Exemption has been filed. Under the National Environmental Policy Act (NEPA), the project is determined to be categorically excluded from detailed environmental analysis.

For the additional work proposed, CEQA Categorical Exception/NEPA Categorical Exclusion document has been approved and recertified by Caltrans.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/01/2021

ITEM NO: 8

DATE: May 24, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve Temporary Changes to the Community Grant Program to Assist
Community Organizations with Post-Pandemic Recovery

RECOMMENDATION:

Approve temporary changes to the community grant program to assist community organizations with post-pandemic recovery.

BACKGROUND:

The Town has been offering community grants to non-profit organizations for over 30 years. In 2019, Council approved updates to the community grant process to make the program more equitable. In FY 2020/21, the program was funded at \$150,000 divided as: \$70,000 for the first year of two-year sustaining grants awarded to continue the service work of five human service non-profit community partners (West Valley Community Services, Next Door Solutions to Domestic Violence, Live Oak Senior Nutrition, Counseling and Support Services for Youth, and Live Oak Adult Day Services); \$75,000 awarded as 10 grants up to \$7,500 each to non-profit organizations as a one-time grant to start a new project, event or service in the categories of arts, education, community service, community vitality, and community events; and the remainder of the funds awarded as small "innovation grants" to community members to initiate work on an idea to benefit the community.

DISCUSSION:

At the May 18, 2021 Town Council meeting, Council requested staff to explore temporary changes to the FY 2021/22 community grant cycle to best position the program to assist the community with post-pandemic recovery. The Council asked that staff return in June with its recommendation.

PREPARED BY: Ryan Baker
Library Director

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

DISCUSSION (continued):

For FY 2021/22, \$150,000 from the General Fund is currently in the Proposed Operating Budget. Of this, \$70,000 is programmed to fulfill the second year of the sustaining grants to the five previously listed human service non-profit organizations.

To best facilitate post pandemic community recovery, staff recommends that the following temporary changes be made to the program for the remaining \$80,000 of community grant funds during FY 2021/22 only:

1. Temporarily suspend the innovation grants to community members and direct all funds to non-profit organizations. Reallocate awards as 8 awards funded at \$10,000 each.
2. Limit grant availability only to projects or services that have a direct impact on post-pandemic recovery and/or need created as a result of the pandemic. An additional question will be added to the grant application allowing applicants to explain how their proposal directly relates to or supports pandemic recovery for the community.
3. Give priority to qualified applications for organizations that do not receive Town funding for projects through other means, excluding contracted services. The application will be modified to ask applicants to identify funds received by the Town.

CONCLUSION:

Assuming the Budget is adopted on June 1, community grant applications are slated to open June 4, 2021 with a deadline of July 9, 2021. Awards are expected to be announced by July 30, 2021. Changes made to the process at the June 1, 2021 Council meeting are not expected to impact this timeline.

As the Council has future deliberations on the use of remaining American Rescue Plan Act (ARPA) funds, the Council may choose to do another round of community grants later in FY 21/22 using a portion of the ARPA funds.

FISCAL IMPACT:

Funding amounts identified are already included in the proposed FY 2021/22 budget.

ENVIRONMENTAL ASSESSMENT:

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



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/01/2021

ITEM NO: 9

DATE: May 24, 2021
TO: Mayor and Town Council
FROM: Robert Schultz, Town Attorney
SUBJECT: Request for Authorization to Enter into a Legal Services Agreement with the Law Firm of Liebert Cassidy Whitmore for Litigation Defense in the Matter of Jonathon Silva v. Town of Los Gatos for a Total Contract Not-To-Exceed Amount of \$50,000

RECOMMENDATION:

The Town Attorney's Office recommends authorization to enter into an agreement with the law firm of Liebert Cassidy Whitmore to provide for litigation defense services in the Matter of Jonathon Silva v. Town of Los Gatos for a Total Contract Not-To-Exceed Amount of \$50,000.

BACKGROUND:

The Town Attorney's Office is seeking Council approval to enter into a legal services agreement with Liebert Cassidy Whitmore in an amount not-to-exceed \$50,000 for expenses associated with the litigation entitled Jonathon Silva v. Town of Los Gatos. The lawsuit was brought by former Town Police Officer Jonathon Silva and he is seeking "damages and injunctive relief for personal injury suffered by Plaintiff as a result of wrongful termination and the violation of Plaintiff's Due Process Rights under the Fourteenth Amendment of the United States Constitution."

The Town adamantly denies the allegations set forth in the litigation filed by Silva. Officer Silva was hired by the Los Gatos-Monte Sereno Police Department on September 24, 2018. With his hiring, and in accordance with Civil Service employment rules, Officer Silva commenced a one-year probationary period. The probationary period is part of the testing process and is used for closely observing an employee's work to determine fitness for the position. An employee may be rejected at any time during the probationary period without cause and without the right to appeal. Prior to the culmination of Officer Silva's probationary period, he submitted his

PREPARED BY: Robert Schultz
Town Attorney

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

PAGE 2 OF 2

SUBJECT: Request for Authorization to enter into a Legal Services Agreement for Litigation
Defense in the Matter of Jonathon Silva v. Town of Los Gatos

DATE: May 24, 2021

BACKGROUND (continued):

resignation effective on July 26, 2019. A Closed Session with Town Council and Legal Counsel will be held on June 15, 2021 to discuss this matter in more detail.

DISCUSSION:

The Town's Attorney's Office maintains a list of qualified outside counsel available to assist with litigation matters. Liebert Cassidy Whitmore has been selected as the most qualified firm to strongly represent and defend the Town's interest in this lawsuit. This contract amount should cover expenses incurred since the initiation of the lawsuit through the end of Fiscal Year (FY) 2021/22. Any additional funding needed for the FY 2022/23 would be brought forward during the FY 2022/23 budget discussion.

It is recommended that the Council authorize the Town Manager to transfer \$50,000 from savings from FY 2020/21, or other available sources, to the Silva Litigation Fund, which will be established, and authorize the Town Attorney to enter into a contract for legal services with Liebert Cassidy Whitmore in an amount not-to exceed \$50,000.

CONCLUSION:

The Town Attorney's Office recommends authorization to enter into an agreement with the law firm of Liebert Cassidy Whitmore to provide for litigation defense services in the Matter of Jonathon Silva v. Town of Los Gatos for a Total Contract Not-To-Exceed Amount of \$50,000.

ENVIRONMENTAL ASSESSMENT:

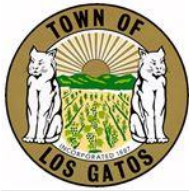
This action is not a project as defined under CEQA, and no further action is required.

COORDINATION:

This report was coordinated through the Town Attorney's Office, the Town Manager's Office, and Finance Department.

FISCAL IMPACT:

Defending this litigation is anticipated to cost up to \$50,000. Funding for FY 2021/22 in the amount of \$50,000 will be transferred from FY 2020/21 savings or other available sources.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/01/2021

ITEM NO: 10

DATE: May 21, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Brush Abatement Program Public Hearing to Consider Objections to the Proposed Removal of Brush on Parcels Listed on the 2021 Wildland Urban Interface (WUI) Area Non-Compliant Parcel List and Order Abatement of the Public Nuisance and Potential Fire Hazard Pursuant to the Town of Los Gatos Municipal Code (Chapter 9) Regarding Defensible Space

RECOMMENDATION:

Conduct a public hearing to consider objections to the proposed removal of brush on parcels listed on the 2021 Wildland Urban Interface (WUI) Area Non-Compliant Parcel List (Attachment 1) and order abatement of the public nuisance and potential fire hazard pursuant to the Town of Los Gatos Municipal Code (Chapter 9) regarding defensible space.

BACKGROUND:

The Brush Abatement Program is a different, but complimentary program to the Weed Abatement Program, that works to protect the Town from wildfire risk by reducing potential fuel, such as brush, for hillside areas.

The Brush Abatement Program is managed by the Santa Clara County Fire Department. The Town of Los Gatos Municipal Code Section 9.20.025 et seq requires property owners in the locally adopted Wildland-Urban Interface Fire Area (WUI) to maintain effective defensible space by removing brush, flammable vegetation and combustible growth, based on the locally adopted Fire Codes. It also authorizes the County to remove the brush if the property owner fails to do so and to recover the cost of abatement through an assessment on the property tax bill for each parcel.

PREPARED BY: Stefanie Hockemeyer
Executive Assistant

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

SUBJECT: Brush Abatement Program Public Hearing to Consider Objections to the Proposed Removal of Brush on Parcels Listed on the 2021 Wildland Urban Interface (WUI) Area Non-Compliant Parcel List and Order Abatement of the Public Nuisance and Potential Fire Hazard Pursuant to the Town of Los Gatos Municipal Code (Chapter 9) Regarding Defensible Space

DATE: May 21, 2021

BACKGROUND (continued):

The WUI area is the part of the Town at greatest risk for wildfire and primarily consists of the hillsides and immediately adjacent areas. Los Gatos has over 1800 parcels in the WUI area. County Fire categorizes the parcels into zones and rotates zones every 3 years to allow for inspections in the 5-6-week inspection time frame (April-June), as they cannot feasibly inspect every parcel every year.

Early each year, property owners are reminded that they must remove flammable vegetation from around their home and other structures on their property to create defensible space. The Town annually adopts the Hazardous Vegetation Abatement Program and works with the Santa Clara County Fire Prevention Division who serves as the enforcement agent and conducts the inspections.

DISCUSSION:

The following is a timeline of the program:

FEB/MARCH	The Santa Clara County Fire Prevention Division notifies property owners located within the designated WUI area of the requirements and timeline to comply with the enforced safety regulations based on the California Fire Code (Attachment 2).
	At the time of the notice, property owners are given the option to complete the required work themselves, hire their own contractor, or elect to schedule the Town of Los Gatos' authorized contractor to perform the work.
APRIL	County Fire begins conducting inspections of the properties identified in February/March. As a result of these inspections, letters and door-hangers are provided for those who are not yet compliant.
MAY	Town Council adopts a resolution (Attachment 3) declaring hazardous vegetation (brush) a public nuisance, ordering abatement, and setting a June public hearing to consider objections to the WUI Area non-compliant parcel list (Attachment 1) and authorizing the abatement.

SUBJECT: Brush Abatement Program Public Hearing to Consider Objections to the Proposed Removal of Brush on Parcels Listed on the 2021 Wildland Urban Interface (WUI) Area Non-Compliant Parcel List and Order Abatement of the Public Nuisance and Potential Fire Hazard Pursuant to the Town of Los Gatos Municipal Code (Chapter 9) Regarding Defensible Space

DATE: May 21, 2021

DISCUSSION (continued):

MAY/JUNE	County Fire conducts re-inspections of the properties that were out of compliance at the time of the first property inspection and provides the Town with the WUI area non-compliant list (Attachment 1) which will be brought to Council at the June public hearing.
JUNE	<p>Town Council holds a public hearing to consider objections to the WUI area non-compliant list and orders the abatement to be completed by the Town's designated contractor.</p> <p>Prior to the abatement work being performed by the Town's contractor, if properties remaining on the list are found to be in compliance at the time of a final re-inspection or upon the arrival of the abatement contractor, no work will be performed, no charges imposed, and it will be removed from the list. Properties that requested or required the Town's contractor to perform the abatement will remain on the list and be included in the August public hearing to consider assessment.</p>
AUGUST	Town Council holds a public hearing to consider assessments on properties which required abatement by the Town's contractor.

The timeline for the final inspections runs very close to the date of the June public hearing, which means that properties on the WUI area non-compliant list (Attachment 1) may ultimately comply prior to the date that the public hearing takes place. Periodically, all properties are compliant, which eliminates the need for a public hearing. Staff will provide the final status of the list on the day of the public hearing by way of a Desk Item. This Council action authorizes the County to remove the brush if the property owner does not, and to recover the cost of abatement through an assessment on the property tax bill for each parcel.

CONCLUSION:

Staff recommends that the Council conduct a public hearing to consider objections to the proposed removal of brush on parcels listed on the 2021 Wildland Urban Interface (WUI) Area Non-Compliant Parcel List and order abatement of the public nuisance and potential fire hazard pursuant to the Town of Los Gatos Municipal Code (Chapter 9) regarding defensible space.

COORDINATION:

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

PAGE 4 OF 4

SUBJECT: Brush Abatement Program Public Hearing to Consider Objections to the Proposed Removal of Brush on Parcels Listed on the 2021 Wildland Urban Interface (WUI) Area Non-Compliant Parcel List and Order Abatement of the Public Nuisance and Potential Fire Hazard Pursuant to the Town of Los Gatos Municipal Code (Chapter 9) Regarding Defensible Space

DATE: May 21, 2021

FISCAL IMPACT:

Funds allocated in the adopted Operating Budget cover the cost of publishing the legal notices for the program. The County's cost to administer the abatement are recovered through the tax roll assessment charges levied against the affected properties.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. 2021 Wildland Urban Interface (WUI) Area non-compliant list.
2. Letter to Property Owners.
3. Resolution Declaring Hazardous Vegetation a Public Nuisance (May 4, 2021).

2021 WUI PARCELS

A. 30 ft / 100 ft Defensible Space
 B. Clear shrubs/trees of dead leaves & branches
 C. Remove pine needles & leaves from roofs etc.
 D. Trim tree limbs 10 ft from chimneys
 E. Cover chimney with 1/2" spark arrester.
 F. Post address with 4" high numbers

APN Owner_Name	TRA	Situs Owner_Address			
529-39-001 RYCE PETER C AND OPATOVSKY JULIE	3 A	109 FOSTER RD 109 FOSTER RD	LOS GATOS	LGA	LGA 100
537-26-065 COPELAND JOHN AND CAROLYNE	3 A	15785 SHANNON RD 15785 SHANNON RD	LOS GATOS	LGA	LGA 100
532-25-025 CHENG HEYNING A	3 A	17560 MIREVAL RD 17560 MIREVAL RD	LOS GATOS	LGA	LGA 100
510-43-010 MURPHY ROBERT J	3 A, C, F	72 FAIRVIEW PLAZA 72 FAIRVIEW PLAZA	LOS GATOS	LGA	LGA 100
537-11-009 KAPLAN JEFFREY H TRUSTEE & ET AL	3 C	14100 ARNERICH RD 14100 ARNERICH RD	LOS GATOS	LGA	LGA 100
532-30-056 MARTIN MARY C TRUSTEE	3 A	254 VISTA DEL MONTE 254 VISTA DEL MONTE	LOS GATOS	LGA	LGA 100
532-22-001 BYRNE ANDREW T AND HELEN M	3 A	17231 CRESCENT DR 17231 CRESCENT DR	LOS GATOS	LGA	LGA 100
532-34-062 CHIU CHUNYANG AND INDAHWATI	3 A	235 VISTA DE SIERRA 235 VISTA DE SIERRA	LOS GATOS	LGA	LGA 100



March 1, 2021

WUI Enforced Safety Regulations Letter

Los Gatos 100'

Very High Fire Hazard Severity Zone

RYCE PETER C AND OPATOVSKY JULIE H

109 FOSTER RD

LOS GATOS, CA 95030-7140

SAMPLE

RE: 529-39-001

109 FOSTER RD

Dear Property Owner,

You play a vital role in keeping not only your property safe, but your neighborhood safe. Collaborative efforts are key to building fire resilient communities. This year, the Santa Clara County Fire Department is hosting virtual community wildfire preparedness programs that will include: understanding home insurance in high fire risk areas, how to prepare your home to be wildfire resistant as well as returning home after the fire and wildfire recovery. Please see the enclosed flyer for more information.

Creating and maintaining defensible space around your property increases the chances of your home and other structures surviving a wildfire. Defensible space is the buffer created around a structure when combustible vegetation is removed or reduced. This buffer space is needed to slow or stop the spread of wildfire and can also protect your home from catching fire - either from direct flame or radiant heat.

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

Enforced Safety Regulations (Items A - F)

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

Additional Safety Recommendations

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

**Last year, the Town of Los Gatos enacted new municipal codes to enhance the safety of WUI residents. All new construction now requires a noncombustible area of 5 feet from structures. The Town also enacted State legislation which recognizes the importance of neighbors maintaining defensible space across property lines in certain instances. For more wildfire safety information, visit www.LosGatosca.gov/2581/Be-Wildfire-Ready.*

Serving Santa Clara County and the communities of Campbell, Cupertino, Los Altos, Los Altos Hills, Los Gatos, Monte Sereno, and Saratoga.

529-39-001

3

RYCE PETER C AND OPATOVSKY JULIE H

109 FOSTER RD

LOS GATOS, CA 95030-7140

PLACE
STAMP
HERE

SAMPLE

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

Owner Responsibilities:

- 1. You have the option to complete the required work yourself, hire your own contractor, or you may elect to schedule the authorized contractor to perform the work. If you choose to have the authorized contractor perform the work, the charges will appear on your next property tax bill.
- 2. Please complete the attached information card to report the current status of your property and return before April 1, 2021.

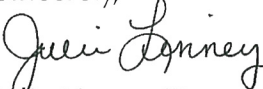
Inspection Schedule:

On April 1, 2021, Santa Clara County Fire Department will begin conducting property inspections. Property owners not in compliance will be notified of what work needs to be completed to comply with the Enforced Safety Regulations. Please contact us if you are unable to complete the required work due to late season rains or other special circumstance.

On June 1, 2021, we will begin conducting re-inspections of the properties that were out of compliance at the time of the first property inspection. Properties must comply with the Enforced Safety Regulations (Items A, B, C and D) otherwise the compliance work will be completed by the **Town of Los Gatos'** authorized contractor and the charges for this service will appear on your next property tax bill.

If you would like to schedule a courtesy property inspection, have questions regarding the safety compliance of your property or for more information about the upcoming virtual wildfire preparedness programs, please contact the Fire Prevention Division at 408.378.4010.

Thank you for your cooperation in helping to establish a fire resilient community.

Sincerely,

Julie Linney, Deputy Chief
Fire Prevention Division

Resources and Information

- California Department of Insurance:** www.insurance.ca.gov • 800.927.4357
Provides information about all types of insurance, including insurance coverage and limits for high fire risk areas
- Pacific Gas & Electric (PG&E):** www.PGE.com • 800.743.5000
Services include courtesy gas appliance inspections, energy conservation, tree management and electrical safety near power lines
- Santa Clara County Fire Department:** www.SCCFD.org • 408.378.4010
Offers community education and risk reduction programs, including fire safety, injury prevention, disaster and wildfire preparedness
- Santa Clara County Fire Safe Council:** www.SCCFireSafe.org • 408.975.9591
Protects and educates communities at risk from wildfire through fuel reduction programs, outreach and community planning efforts
- Santa Clara County Office of Emergency Management:** www.SCCgov.org/sites/oes • 408.808.7800
Coordinates county-wide all hazards preparedness, including AlertSCC Emergency Alert System and ReadySCC Mobile App

Please Complete and Return

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

- ☐ I have inspected my property for flammable vegetation clearance and believe it complies with the Enforced Safety Regulations. I understand that an inspection of my property may be conducted to verify compliance.
- ☐ I will remove flammable vegetation around all structures on my property in accordance with the Enforced Safety Regulations no later than **June 1, 2021**. I understand that if the required work is not completed, the authorized contractor may complete the work and the charges will appear on my next property tax bill.
- ☐ I authorize the designated contractor to enter my property and clear all flammable vegetation to comply with the Enforced Safety Regulations. I understand the charges to complete this work will appear on my next property tax bill.
- ☐ I would like to schedule a courtesy inspection of my property with the Santa Clara County Fire Department for recommendations of the work needed to comply with the Enforced Safety Regulations.
- ☐ I am no longer the owner of this property.
- ☐ There are no structures on this property.

RESOLUTION 2021-

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DECLARING HAZARDOUS VEGETATION (BRUSH) A PUBLIC NUISANCE, ORDERING ABATEMENT, AND SETTING JUNE 1, 2021 AS A PUBLIC HEARING TO CONSIDER OBJECTIONS TO THE PROPOSED REMOVAL OF BRUSH

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

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

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

ATTACHMENT 3

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

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

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

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

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

BE IT FURTHER RESOLVED that on the 1st day of June 2021, at a meeting of the Town Council beginning at 7:00 p.m. via publicly noticed teleconference in Los Gatos, CA, a public hearing will be held during which all property owners within the Wildland Urban Interface areas in the Town of Los Gatos having any objections to the proposed abatement of hazardous vegetation (brush) will be heard and given due consideration.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 4th day of May 2021 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

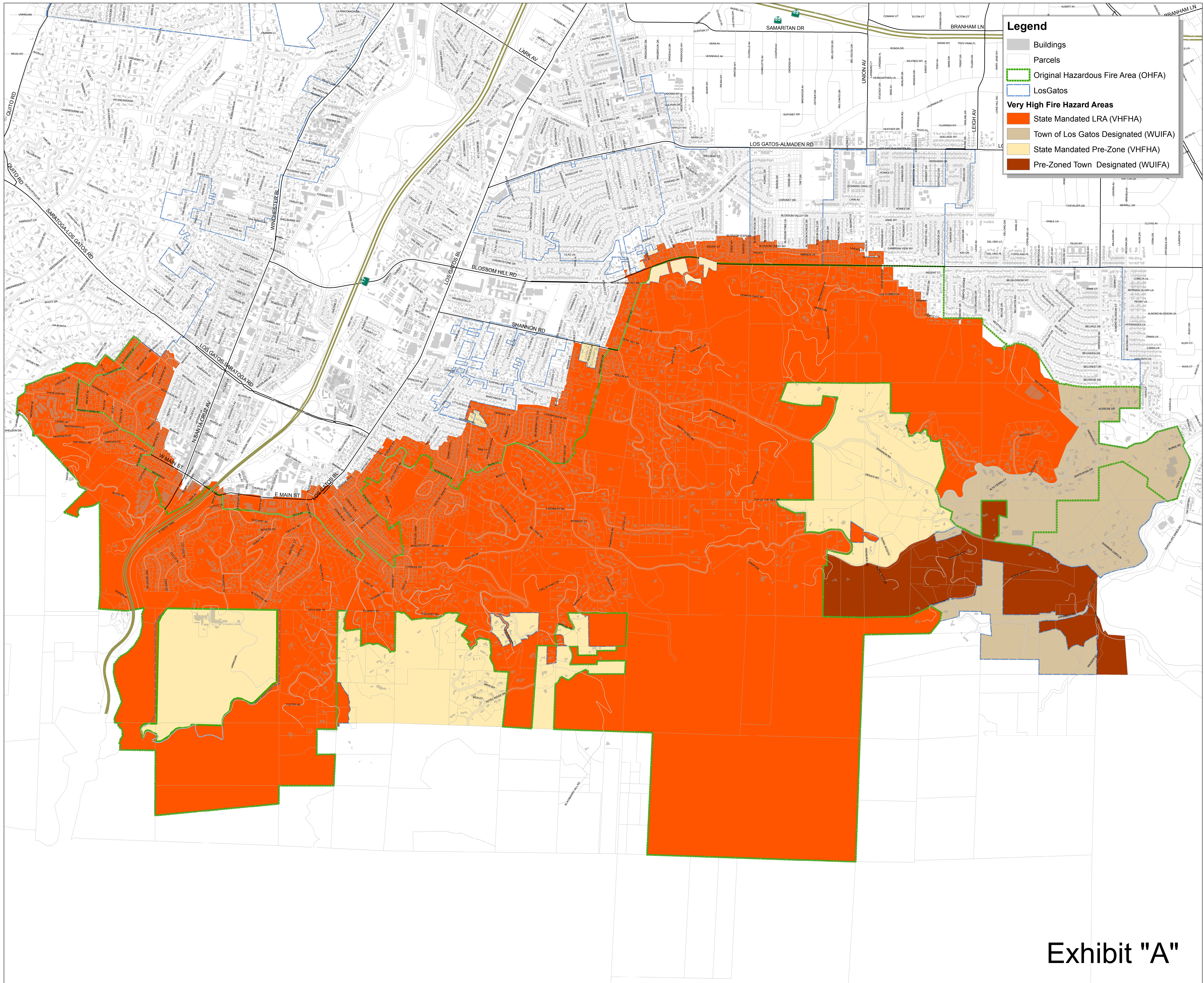
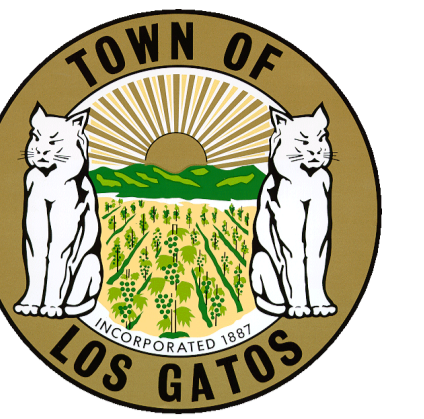
MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

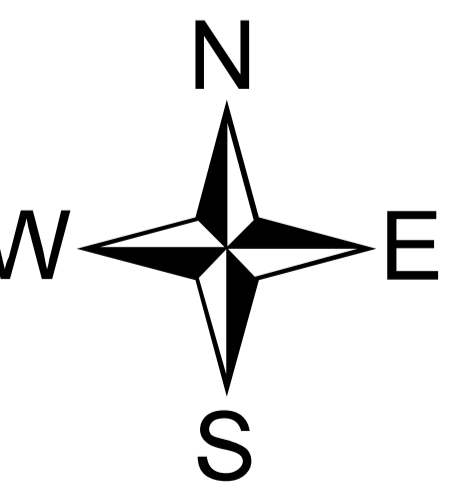
ATTEST:

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

DATE: _____



**Wildland - Urban Interface Fire Area
Town of Los Gatos**



0 500 1,000
Feet

Exhibit "A"



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/01/2021

ITEM NO: 10

DESK ITEM

DATE: June 1, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Brush Abatement Program Public Hearing to Consider Objections to the Proposed Removal of Brush on Parcels Listed on the 2021 Wildland Urban Interface (WUI) Area Non-Compliant Parcel List and Order Abatement of the Public Nuisance and Potential Fire Hazard Pursuant to the Town of Los Gatos Municipal Code (Chapter 9) Regarding Defensible Space

REMARKS:

Attachment 4 contains an updated WUI Area Non-Compliant Parcel List as of June 1, 2021.

Attachments Previously Received with Staff Report:

1. 2021 Wildland Urban Interface (WUI) Area non-compliant list.
2. Letter to Property Owners.
3. Resolution Declaring Hazardous Vegetation a Public Nuisance (May 4, 2021).

Attachment Received with this Desk Item:

4. 2021 Wildland Urban Interface (WUI) Area non-compliant list as of June 1, 2021.

PREPARED BY: Stefanie Hockemeyer
Executive Assistant

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

2021 WUI PARCELS

- A. 30 ft / 100 ft Defensible Space
- B. Clear shrubs/trees of dead leaves & branches
- C. Remove pine needles & leaves from roofs etc.
- D. Trim tree limbs 10 ft from chimneys
- E. Cover chimney with 1/2" spark arrester.
- F. Post address with 4" high numbers

APN Owner_Name	TRA	Situs Owner_Address			
510-43-010 MURPHY ROBERT J	3	A, C, F	72 FAIRVIEW PLAZA 72 FAIRVIEW PLAZA	LOS GATOS	LGA LGA 100
537-11-009 KAPLAN JEFFREY H TRUSTEE & ET AL	3	C	14100 ARNERICH RD 14100 ARNERICH RD	LOS GATOS	LGA LGA 100
532-22-001 BYRNE ANDREW T AND HELEN M	3	A	17231 CRESCENT DR 17231 CRESCENT DR	LOS GATOS	LGA LGA 100



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/01/2021

ITEM NO: 11

DATE: May 18, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt the Proposed Modifications to the Agenda Format and Rules Policy as Recommended by the Council Policy Committee

RECOMMENDATION:

Adopt the proposed modifications to the Agenda Format and Rules Policy as recommended by the Council Policy Committee.

BACKGROUND:

At the April 27, 2021 Council Policy Committee meeting, the Committee discussed and provided direction on potential modifications to the Agenda Format and Rules Policy regarding remote participation due to the COVID-19 Shelter-in-Place Public Health Order and any other changes to improve the efficiency of Council meetings (Attachment 2).

DISCUSSION:

The Town moved all Council and Commission meetings that are typically held in person to a teleconference format in April 2020 due to the COVID-19 pandemic.

Anticipating that the legislation that is currently being discussed to require the public to have the ability to continue to be able to participate in any public meeting remotely after the Shelter-in-Place order is lifted will be approved in some form, Section M of the Policy would need to be amended to allow for this (Attachment 1).

Modifications to Sections C, D, and M to the Policy were suggested to improve efficiency as follows:

- Section C-5: If a member of the public speaks on the wrong item, the time used would be deducted from the speaker's time allowance on the correct item.

PREPARED BY: Shelley Neis
Town Clerk

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

SUBJECT: Adopt the Proposed Modifications to the Agenda Format and Rules Policy as Recommended by the Council Policy Committee

DATE: May 18, 2021

DISCUSSION (continued):

- Section D: Council agendas should add public comment on the consent calendar as a whole and only Council Members would be allowed to remove items from the consent calendar for discussion.
- That clearer language be used to describe “pulling” consent items (e.g., remove items from the consent calendar for discussion).
- Section M: Council Members and Commissioners participating remotely in public meetings shall have their cameras turned on for the duration of the meeting.
- Remote participation in public meetings by Council Members and Commissioners should be allowed on a limited basis to mirror the existing attendance requirements and with no more than two remote participations in a row (with the understanding that staff will further examine the legal ramifications for Council and ensure compliance with State laws as they evolve).
- Staff will provide guidelines on remote participation for Council Members and Commissioners during the transition period from pandemic to post-pandemic.
- Public remote participation in public meetings should continue to be allowed post-pandemic.

CONCLUSION:

After public comment and Committee discussion, the Committee unanimously agreed to forward a recommendation to the Town Council to amend the Agenda Format and Rules Policy as outlined in this report.

COORDINATION:

This report has been prepared with coordination between the Town Manager’s and Town Attorney’s Offices.

FISCAL IMPACT:

While there is no direct fiscal impact of the Council’s action to modify the Policy, the Town will incur expenses to enable remote participation of the public in its Commission meetings. These costs (e.g., Owl Cameras) can be absorbed in the adopted Budget.

ENVIRONMENTAL ASSESSMENT:

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

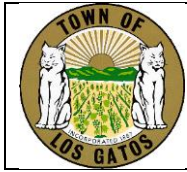
PAGE 3 OF 3

SUBJECT: Adopt the Proposed Modifications to the Agenda Format and Rules Policy as
Recommended by the Council Policy Committee

DATE: May 18, 2021

Attachments:

1. Red-lined Agenda Format and Rules Policy 2-01
2. April 27, 2021 Council Policy Committee Staff Report



TITLE: Town Agenda Format and Rules

POLICY NUMBER: 2-01

EFFECTIVE DATE: 12/15/1986

PAGES: 6

ENABLING ACTIONS: 1986-183; 1987-024; 1988-124; 1993-181; 1994-057; 1996-108; 2001-077; 2004-033; 2009-002

REVISED DATES: 12/15/1986; 3/2/1987; 6/6/1988; 6/15/1992; 12/6/1993; 4/4/1994; 8/5/1996; 7/2/2001; 4/5/2004; 1/20/2009; 3/16/2009; 12/6/2010; 8/5/2013; 3/3/2015; 9/20/2016; 6/20/2017; 8/1/2017; 12/4/18; 8/20/19; 12/3/19

APPROVED:

PURPOSE

To establish procedures which standardize Town agendas and insure an orderly meeting. This Policy applies to Town Council and all Town Boards, Commissions, and Committees.

POLICY

The following policies have been established:

A. Order of the Agenda

Subject to the Mayor's, or Chair's, discretion to change the order of consideration of any agenda item during any individual meeting:

Meeting Called to Order

Roll Call

Pledge of Allegiance

Appointments

Presentations

Closed Session Report

Council Matters

Manager Matters

Consent Calendar

Verbal Communications

Public Hearings

Other Business

Adjournment (No later than midnight without vote)

TITLE: Town Agenda Format and Rules	PAGE: 2 of 6	POLICY NUMBER: 2-01
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B. Closed Session Report

At the first Council meeting following any Closed Session, the Town Attorney will report on the Closed Session describing what occurred, but without reporting any information which could damage the Town's position on a) potential or existing litigation, b) the acquisition or disposition of property, or c) any employee's privacy interests. In addition, the Closed Session agenda shall clearly identify the subject of each agenda item consistent with the requirements of the *Brown Act*.

C. Communications by Members of the Public

1. *Verbal Communications.* Comments by members of the public during the initial Verbal Communications portion of the agenda on items not on the Council agenda shall be limited to 30 minutes and no more than three (3) minutes per speaker. As an item not listed on the agenda, no response is required from Town staff or the Council and no action can be taken. However, the Council may instruct the Town Manager to place the item on a future agenda. At the conclusion of the first Verbal Communications, the agenda will proceed onto the Public Hearings and Other Business sections of the agenda. In the event additional speakers were not able to be heard during the initial Verbal Communications portion of the agenda, an additional Verbal Communications section can be opened prior to Adjournment.
2. *Public Hearings.* Presentations during the Public Hearings portion of the agenda by appellants and applicants, including any expert or consultant assisting with the presentation, shall be limited to a total of no more than five (5) minutes for all speakers. Appellants and applicants shall be provided no more than three (3) minutes to rebut at the end of the public hearing. Other members of the public testifying at public hearings shall be limited to no more than three (3) minutes.
3. *Submittal of written materials by Applicant and Appellant.* To allow Town Council, Boards, Commissions, Committees, Town Staff, and the public the opportunity to review material in advance of a hearing, all materials submitted by the Applicant or Appellant must be received by the Town Clerk fourteen (14) days prior to the scheduled public hearing. Documents and materials received from the Applicant or Appellant after the deadline will be accepted; however, the Town Staff may not have the time to analyze the documents and material, and Town Council may not have the time to consider materials submitted after the deadline. The submittal of any additional material by the Applicant or Appellant shall not be considered prima facie evidence (sufficient to establish a fact or raise a presumption) under Town Code Section 29.20.300.
4. *Other Agenda Items.* Comments by members of the public concerning any other item on an agenda shall be limited to no more than three (3) minutes per item.
5. *Mayor's Discretion.* All time limits noted above shall be subject to change at the Mayor's discretion. **If a member of the public speaks on the wrong item, the time used would be deducted from the speaker's overall public comment time allowance on the correct item.**

TITLE: Town Agenda Format and Rules	PAGE: 3 of 6	POLICY NUMBER: 2-01
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D. Consent Calendar

Items on the Council agenda that are considered to be of a routine and non-controversial nature are placed on the Consent Calendar. Typical items include meeting minutes, final reading and adoption of ordinances, resolutions approving agreements, awards of contracts, status staff reports, etc.

Consent items shall be approved by a single Council motion, unless a member ~~from~~ of the Council ~~or the public~~ requests that an item be removed for separate Council action.

Members of the public may speak on an item on the Consent Calendar during the public comment portion before the Council votes on the Consent Calendar. Items removed from the Consent Calendar may be considered at that meeting at the Mayor's discretion.

E. Presentations

The Presentations portion of the agenda is intended to allow organized groups to make formal presentations to the Council and to recognize and honor deserving individuals and organizations. All matters included on the Presentations portion of the agenda require the prior approval of the Mayor and shall be limited to no more than ten (10) minutes, unless the Mayor grants additional time.

F. Council Matters

Members of Council may report on the activities of the committees to which they belong or the meetings they attend, question staff briefly on matters upon which the Council has taken action or given direction, make brief announcements, or discuss whether to place particular items on future agendas for action by the Council. Future agenda items to be briefly discussed here shall be identified consistent with Section G of this policy, or may be raised for the first time under this item.

G. Adjournment

Council meetings will be adjourned at midnight unless a majority of the Council Members present vote to extend the adjournment time.

H. Americans with Disabilities Notice on Town Agendas

As part of the requirements under the Americans with Disabilities Act, the Town is required to provide notice of whom to contact in advance of a public meeting for assistance to disabled individuals who might wish to participate. The following notice shall be provided in at least one location on each Town agenda for Council, Boards, Commissions, or Committees.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk Administrator at (408) 354-6834.

Notification 48 hours before the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting [28 CFR §35.102-35.104]

TITLE: Town Agenda Format and Rules	PAGE: 4 of 6	POLICY NUMBER: 2-01
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I. Preparation of the Agenda

The agenda is prepared by staff in consultation with the Mayor for the Mayor's final approval. If there is a disagreement between the Mayor and staff, the Mayor makes the ultimate call on the Agenda and its items. Any member of the Council may submit a request through the Town Manager or directly to the Mayor to make a change or addition to the agenda. In no event may the subject of whether to amend the agenda be discussed outside of a public meeting by more than two (2) members of the Council.

Items thus proposed to be added to the agenda require the Mayor's agreement to be added for action. If the Mayor does not agree, the item shall be listed on the agenda for discussion purposes only under the Council Matters section of the agenda. Council may then discuss whether to place the item on a future agenda for action. Two (2) or more members of the Council must vote in favor of placing an item on a future agenda for action. The Mayor in good faith will make every effort to place the item on the first available Council agenda in consultation with the Town Manager.

If the wish of the Council is to add an item on the agenda of the current meeting, then the *Brown Act* generally requires a two-thirds (2/3) vote or a unanimous vote of those present if less than five (5) Council Members are present, with a finding that there is a need to take immediate action and the need for action came to the attention of the Town after the agenda was posted.

J. Agenda Schedule and Preparation

In general, questions or inquiries from Council Members to the Town Manager and/or Town Attorney regarding agenda items should be responded to within 24 hours, and then placed into Addenda and/or Desk Items, as appropriate.

Thursday, prior to the meeting	Written agenda is finalized and printed. Agenda packets distributed to Town Council Members. Public comments on agenda items received by 11:00 a.m. will be included in the agenda packet.
Friday, prior to the meeting	Additional information from staff available after the Thursday distribution of the agenda packet, and public comments received prior to 11:00 a.m. on Friday will be distributed to Town Council members as an Addendum to a staff report.
Monday, prior to the meeting	Additional information from staff available after the Friday Addendum and public comment received prior to 11:00 a.m. on Monday will be distributed to Town Council members as an Addendum to a staff report.
Day of Council Meeting	Council comments and questions received by 7:00 a.m. and public comments received by 11:00 a.m. on the morning of a Council meeting will be included in a Desk Item for distribution to Town Council members by 13:00 p.m. on the afternoon of a Council meeting. Council

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comments and questions received after 7:00 a.m. may be addressed during the Council meeting. Public comment received after 11:00 a.m. will not be distributed to the Council in the Desk Item; however, public comment may be submitted by individuals during the Council meeting.

In general, questions or inquiries from Council Members to the Town Manager and/or Town Attorney regarding agenda items should be responded to within 24 hours, and then placed into Addenda and/or Desk Items, as appropriate.

K. Agenda Posting

Council Agendas shall be posted at least 72 hours prior to a regular meeting, and at least 24 hours prior to a special meeting. Notice of any meeting of a formally appointed Committee where two Council Members could be present shall be posted at least 24 hours in advance of any such meeting with a note as to the time and location, and an invitation to the public to attend.

L. Conduct of Town Council Meetings

The Council shall adopt:

1. Robert's *Rules of Order* or
2. Some other rules of order, or
3. Allow the Mayor to conduct the meeting as deemed appropriate so long as all members of the Town Council concur.

M. Attendance at Meetings

The Town Council Rules provisions concerning ~~Telephonic Remote~~ Attendance shall apply to all Boards, Commissions, and Committees as well as the Town Council **as follows:**

1. Requests by Council Members to attend a Council meeting via ~~telephonic remote~~ appearance are **allowed on a limited basis and with no more than two remote participations in a row** ~~actively discouraged~~. ~~Telephonic Remote~~ attendance shall **only** be permitted ~~in the event of extraordinary events such as for a medical, family or work similar emergency~~ event requiring a Council Member's absence or in the event the Council ~~m~~Member is out of the area on official Town business. In addition, at least a quorum of the Council must participate from a location within the Town.
2. ~~Requests by Commissioners to attend a Commission meeting via remote appearance should be allowed on a limited basis to mirror the existing attendance requirements and with no more than two remote participations in a row.~~
3. ~~When a Council Member or Commissioner is participating remotely, they shall have their camera on and be visible for the duration of the meeting.~~
4. ~~The public may participate in all public meetings remotely by joining the Zoom webinar. The Zoom link shall be provided on all Town Council and Commission agendas.~~

N. Proposed Reconsideration of Prior Council Actions

Reconsideration of prior Council actions is discouraged and may only occur in special circumstances subject to the procedural restrictions outlined herein. Reconsideration does

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not include, and this Policy does not prohibit, the repeal of a resolution or ordinance in response to a lawsuit or a referendum challenging that adoption.

Step 1 – Motion to Place Reconsideration of a Prior Action on a Future Council Agenda

- a) The motion must be made by a Council Member who previously voted on the prevailing side of the prior action;
- b) The maker of the motion shall specifically articulate the new information, analysis and/or circumstances that warrant(s) reconsideration of the prior action;
- c) The motion must be adopted by a majority of the full Council; and
- d) The motion may only be made and considered at the next regularly scheduled meeting of the Council after the item was originally acted upon.

Step 2 – Full Reconsideration of the Prior Action, if a motion as outlined in Step 1 is approved.

- a) The full reconsideration of the prior action will be placed on the next available Council agenda following the agenda-setting and required public notification process.
- b) The agenda, public notification and staff report for the full reconsideration of the prior action shall clearly state that the item has been previously acted upon by the Council and is being reconsidered by the Council.
- c) Action on the reconsideration of the prior action shall adhere to regular Council policies and practices as if the item was being heard for the first time.
- d) The full reconsideration of the prior action (whether sustained, reversed or otherwise modified) will be the final action on that item, and no further reconsiderations will be considered.

O. Motions by the Chairperson

The Chairperson of the meeting may make or second motions. The Chairperson may also restate, or ask that the maker restate, all motions immediately prior to any vote.

APPROVED AS TO FORM:

Robert Schultz, Town Attorney



**TOWN OF LOS GATOS
COUNCIL POLICY COMMITTEE REPORT**

MEETING DATE: 04/27/2021

ITEM NO: 3

DATE: April 20, 2021
TO: Council Policy Committee
FROM: Laurel Prevetti, Town Manager
SUBJECT: Review and Discuss the Agenda Format and Rules Policy and Determine if Any Modifications are Needed

RECOMMENDATION:

Review and discuss the Agenda Format and Rules Policy (Attachment 1) and determine if any modifications are needed.

BACKGROUND:

Due to the onset of the COVID-19 Shelter-in-Place Public Health Order, all Town Council, Board, Commission, and Committee meetings were not able to meet in person for the duration of the Order. Because of this, the Town moved all typically in person meetings to a teleconference format in April 2020.

There is legislation currently being discussed that would require the public to have the ability to continue to be able to participate in any public meeting virtually after the Order is lifted. If the legislation passes, Section M of the Policy would need to be modified to allow for this.

Attendance at Meetings

The Town Council Rules provisions concerning Telephonic Attendance shall apply to all Boards, Commissions, and Committees as well as the Town Council. Requests by Council Members to attend a Council meeting via telephonic appearance are actively discouraged. Telephonic attendance shall only be permitted in the event of extraordinary events such as a medical, family or similar emergency requiring a Council Member's absence or in the event the Councilmember is out of the area on official Town business. In addition, at least a quorum of the Council must participate from a location within the Town.

ATTACHMENT 2

PREPARED BY: Shelley Neis
Town Clerk

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

PAGE 2 OF 2

SUBJECT: Review and Discuss the Agenda Format and Rules Policy and Determine if Any
Modifications are Needed

DATE: April 20, 2021

CONCLUSION:

Staff is requesting the Policy Committee review the attendance portion of the policy for possible modifications for remote participation and any other policy modifications the Committee may determine necessary.

The Committee may also consider and direct other changes to improve the efficiency of Council meetings.

If the Committee would like to make any modifications to the Policy, staff would bring the red-lined Policy back at the next meeting for the Committee's review.

COORDINATION:

This report has been prepared with coordination between the Town Manager's and Town Attorney's Offices.

FISCAL IMPACT:

There is no fiscal impact to establish an enabling resolution for the Committee.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Agenda Format and Rules Policy 2-01



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/01/2021

ITEM NO: 11

DESK ITEM

DATE: May 18, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt the Proposed Modifications to the Agenda Format and Rules Policy as Recommended by the Council Policy Committee

REMARKS:

Attachment 3 contains public comment received from 11:01 a.m. Thursday, May 27 through 11:00 a.m. Tuesday, June 1, 2021.

Attachments Previously Received with the Staff Report:

1. Red-lined Agenda Format and Rules Policy 2-01
2. April 27, 2021 Council Policy Committee Staff Report

Attachment Received with Desk Item:

3. Public Comment Received 11:01 a.m. Thursday, May 27 through 11:00 a.m. Friday, June 1, 2021

PREPARED BY: Shelley Neis
Town Clerk

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

From: Phil Koen

Date: June 1, 2021 at 10:01:59 AM PDT

To: Matthew Hudes <MHudes@losgatosca.gov>, Rob Rennie <RRennie@losgatosca.gov>, mbadame@losgatosca.gov

Cc: Jak Vannada, Lee Fagot, Peter Hertan, Catherine Somers <catherine@losgatoschamber.com>, Heidi Owens, Ron Dickel, Rob Stump, Rick Tinsley, Rick Van Hoesen

Subject: Reject this proposed change

Dear Independent Council Members,

The Policy Committee has recommended that the public should lose their right to pull items from the consent calendar. The Policy Committee has not provided any rational for eliminating this long standing ability to control the consent calendar. What is the problem they are trying to solve? What other cities restrict the public's ability to pull items from the consent calendar? I know of none.

This is a fundamental right the public currently has which guarantees that the people's business is fully conducted in a transparent way and gives the people ultimate control over the Council's agenda. Removing the public's ability to require the Council to publicly discuss an agenda item that has been placed on the "consent calendar" materially reduces the deliberative process, transparency and suppresses the public control over the agenda.

Currently the Mayor has the sole authority to place items on the consent calendar. The Mayor has total control in determining whether an agenda item is "of a routine and non-controversial manner". What happens if the public has a different view than the Mayor and desires a complete and public discussion? What then?

Just look at tonight's agenda. Is it reasonable that only the second review of the FY 2022 budget be considered as part of the "consent calendar"? I certainly don't and hopefully you shouldn't as well. There are many unresolved issues, such as the use of \$5.8m use of ARPA funds. But there it is.

This is a poor policy change which materially diminishes the public's long standing ability to require full transparency to the decision making process and is meant to diminish the public's control over the Council's agenda. It is mean spirited and purposely designed to reduce the public's ability to shape the Council's agenda.

Please vote "no" on this change.

Phil Koen

ATTACHMENT 3



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/01/2021

ITEM NO: 12

DATE: April 29, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt the Proposed Modifications to the Commission Appointment Policy as Recommended by the Council Policy Committee

RECOMMENDATION:

Adopt the proposed modifications to the Commission Appointment Policy as recommended by the Council Policy Committee (Attachment 1).

BACKGROUND:

The Committee directed staff to bring the Commission Appointment Policy 2-11 to the March Policy Committee meeting for discussion and to add language to encourage diversity, equity, and inclusion (DEI) in the recruitment and appointment process.

After public testimony and Committee discussion, the Committee directed staff to return to the April 27th Policy Committee meeting with proposed modifications to include DEI language, the addition of term limits, and clarification of the interview process.

DISCUSSION:

At the April 27, 2021 meeting, the Policy Committee reviewed the proposed modifications to the Commission Appointment Policy and after public testimony and Committee discussion, the Committee unanimously agreed to forward a recommendation to the Town Council to approve the proposed modifications to the Policy (Attachment 1), with additional input from the Youth Commission regarding:

- Youth Commission term limits as they apply to the overall Commission Appointment Policy and

PREPARED BY: Shelley Neis
Town Clerk

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

SUBJECT: Adopt Proposed Modifications to the Commission Appointment Policy as
Proposed by the Council Policy Committee

DATE: April 29, 2021

DISCUSSION (continued):

- The number of Commissioner positions available on the Youth Commission per the Enabling Resolution, and
- How the Commission liaison appointments are working out.

The Youth Commission discussed the items and provided the following input:

- The Youth Commission does not want to impose any term limits since they naturally term out after 12th grade graduation.
- The Youth Commission is very happy with 20 Commissioners and recommends no changes.
- The Youth Commission would like to continue serving as liaison to the Boards, Commissions, and Committees. They feel that both the adult Commissions and the Youth Commission share very valuable information and it is a great learning experience.

CONCLUSION:

Staff recommends the Council approve the recommendation of the Council Policy Committee to approve the proposed modifications to the Commission Appointment Policy 2-11.

COORDINATION:

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

FISCAL IMPACT:

There is no fiscal impact.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Red-lined Commission Appointment Policy 2-11
2. March 23, 2021 Policy Committee Staff Report
3. April 27, 2021 Policy Committee Staff Report

TITLE: Commission Appointments, Residency and Attendance Requirements, Term Limits , and Establishing a Quorum		POLICY NUMBER: 2-11
EFFECTIVE DATE: 2/28/1990		PAGES: 7
ENABLING ACTIONS:	REVISED DATES: 6/13/1994; 6/16/2014; 4/7/2015; 10/18/2016; 2/21/2017; 2/6/2018; 3/19/19; 9/3/2019	
APPROVED:		

PURPOSE

To establish a policy to encourage participation by the Town's residents on Town Boards, Commissions and Committees (hereinafter referred to as "Commissions"). **The Town of Los Gatos is committed to inclusivity. We value all our community members, regardless of religion, immigration status, ethnicity, race, disability, gender, sexual orientation, or gender identity.** The Town will encourage residents to participate on Commissions by advertising vacancies on Commissions for at least 30 days, preparing easily understood applications, maintaining clear descriptions of the role of each Board, Commission, and Committee and its respective members, providing current meeting schedules, and conducting public interviews of all Commission applicants, except as provided by this Policy.

SCOPE

This Policy applies to all applicants to Town Boards, Commissions and Committees.

POLICY

The Town Council encourages public participation in all decision-making and to be successful residents must be assured both that the participation is meaningful and that their input will be valued. The widest representation from the community can only be achieved if vacancies are well advertised so that anyone interested will have the opportunity to apply. Interviews of the applicants conducted in public by the Town Council demonstrates that it values these appointments and that all have an equal opportunity to be appointed. Applicants may apply to more than one Commission, and shall rank their choices in their preferred order, during each recruitment cycle.

TITLE: Commission Appointments, Residency and Attendance Requirements, Term Limits , and Establishing a Quorum	PAGE: 2 of 7	POLICY NUMBER: 2-11
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To ensure the greatest possible participation by the public, it is the Town's policy that no person shall be appointed to more than one Commission except in those cases where they are ex-officio members of other Boards, Commissions and Committees. This Policy does not apply to Commission members serving as representatives of their Commission who have been appointed by the Town Council. ~~(Revised on 4/07/15)~~

RESIDENCY REQUIREMENTS

Residency within the incorporated municipal limits of the Town of Los Gatos, California is required for appointment and continued membership on all Town of Los Gatos Boards, Commissions, and Committees, with the exception of the Youth Commission.

Youth Commission:

The members shall be students who are entering grades 8 through 12 **in the fall**. Membership for the students requires either residency in the incorporated limits of the Town of Los Gatos or residency in the unincorporated areas of the County of Santa Clara, which have a Los Gatos mailing address.

ATTENDANCE REQUIREMENTS

1. All members of all appointive Town Advisory Bodies should attend all regular and special meetings of said Advisory Bodies.
2. Any member not in attendance at a regular meeting of said Advisory Body for at least 70% of the meeting shall be considered absent.
3. Any member of an appointive Town Advisory Body who is absent from the number of regular meetings listed below appropriate to his or her Advisory Body shall, as a result, surrender his or her office on the Advisory Body and the office shall be considered vacant.
 - a. For an Advisory Body which holds six (6) or more regular meetings per a consecutive twelve (12) month period: three (3) regular meetings.
 - b. For an Advisory Body which holds five (5) or fewer regular meetings per a consecutive twelve (12) month period: two (2) regular meetings.
 - c. For an Advisory Body which holds sixteen (16) or more regular meetings per a consecutive twelve (12) month period: eight (8) regular meetings.
4. The vacant position shall be filled by appointment by a majority vote of the Town Council, for a term equal to the unexpired portion of the office vacated. Any member removed from office due to non-attendance may re-apply to serve on a Town Advisory Body but will not be treated as an incumbent in any subsequent application to the same Advisory Body.
5. If a Youth Commissioner liaison misses three meetings of a liaison Commission during a *consecutive twelve (12) month period, the Youth Commission shall appoint a different Youth Commissioner as liaison.

TITLE: Commission Appointments, Residency and Attendance Requirements, Term Limits , and Establishing a Quorum	PAGE: 3 of 7	POLICY NUMBER: 2-11
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*Consecutive twelve (12) month period is defined as any consecutive twelve-month period beginning with the first absence. A regular meeting shall not be cancelled and replaced with a special meeting in order to alleviate an absence by an advisory body member.

TERM LIMITS

Term Limits are established as follows for adult Commissioners:

1. There shall be at least two incumbents on each Commission to maintain institutional knowledge.
2. A term limit consists of two consecutive full terms on the same Commission.
3. After serving two consecutive full terms on the same Commission, a person is not eligible to serve an additional term until at least the length of one full term for that Commission has elapsed since that person last held the position.
4. A person appointed to serve a partial term of two years or less is eligible to serve an additional two consecutive full terms on the same Commission.
5. A partial term of more than two years is deemed to be one full term for the same Commission.
6. Term limits apply prospectively beginning with the terms that commence on or after January 1, 2022.

QUORUM REQUIREMENTS

The number of members needed to constitute a quorum on any Town Advisory Body shall be a majority of the total number of filled seats.

PROCEDURES

The following procedures will be followed by the applicant, the Town Clerk, and the Town Council for the appointment of applicants to Town Commissions:

Responsibility and Actions: Town Clerk

A. Annual Recruitments

Adult Commission members' terms begin on January 1st and end December 31st, Youth Commissioners' terms follow the academic year and begin on August 1 and end on June 30. The Town Clerk shall perform the following duties in conducting an annual recruitment for Commission members:

1. Notify Town Council of vacancies on Commissions by indicating the names of the Commissions, the number of terms expiring or being vacated, names of individual(s) with expiring terms or vacating seats, advertising periods (at least 30 days) and the date of interview.

TITLE: Commission Appointments, Residency and Attendance Requirements, Term Limits , and Establishing a Quorum	PAGE: 4 of 7	POLICY NUMBER: 2-11
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2. Advertise the vacancies, including the application deadline and the interview date, which shall be set for no later than the second Town Council meeting in December for Adult Commissioners, and by the fourth Wednesday in May, no earlier than 4:00 p.m., for Youth Commissioners.
3. Prepare and maintain easily understood applications for appointment to Commissions. Applications shall include the following policy information:
 - a. Prior to initial appointment to any Commission, non-incumbent applicants must be interviewed by the Town Council. The applications of those not appearing will be held for the next recruitment.
 - b. If an incumbent Commissioner is requesting reappointment to the same Commission, the incumbent may submit a request to be interviewed by telephone, with their application, instead of attending the interview or must submit a letter prior to the interviews, describing the reason why the applicant cannot be present telephonically or in person for the interview, and why the applicant should be reappointed to the Commission.
 - c. Submissions deadlines are mandatory; no exceptions are permitted.
4. Applications:
 - a. *For adult applicants* — Accept applications, verify eligibility, and distribute copies of the applications of eligible applicants to the Town Council prior to the interviews for appointment.
 - b. *For student applicants* — Accept applications, verify eligibility, and distribute copies of the applications of eligible applicants to the Town Council Selection Committee, **consisting of the Mayor, Vice Mayor, Police Chief, and Youth Commission Chair (if not reapplying)**, prior to the interviews for appointment.
5. Notify the applicant by letter or email as to the date and time of the interview.
6. Facilitate the Council voting process set forth below by informing Council as to how many votes are possible on each Commission, calling out applicants' names, and identifying the applicants receiving sufficient votes for appointment. This process does not apply to student applicants.
7. Applicants:
 - a. *For adult applicants* — After the interviews and Council vote are completed, notify all applicants of the Council's action, and explain Town policy of keeping application active for one year with notification of subsequent openings on that Commission to the interested applicants.
 - b. *For student applicants* — After the interviews are completed, notify all applicants of the Council Committee's action, and prepare a staff report for the Town Council to ratify the Committee's appointment at the first Town Council meeting in June.

TITLE: Commission Appointments, Residency and Attendance Requirements, Term Limits , and Establishing a Quorum	PAGE: 5 of 7	POLICY NUMBER: 2-11
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Interview Process

To ensure the interview process is fair and equitable, each applicant shall be asked the same core questions, provided to the Council by the Town Clerk, for the respective Commission(s). If time permits, the applicant could be asked to expand on an answer and/or address additional questions (not of a personal nature unless it pertains to experience).

Balloting Process

Unless determined otherwise, the Council shall conduct a ballot vote for the appointment of individuals to fill the vacancies for each Commission. Such ballot vote may be conducted at either a regular, adjourned, or special meeting of the Town Council. The ballot vote process shall be conducted as follows:

1. The Town Clerk shall provide a ballot to each Town Council member listing the names of all applicants and “None of the above” for each respective Commission. Prior to the vote, the Town Clerk shall publicly announce the position vacancy and all applicant names that are listed on the ballot.
2. Each Council member may vote for the same number of applicants as there are current vacancies on the respective Commission. In no case, can a Council Member cast more votes than there are vacancies; or vote for the same candidate more than once on each ballot (i.e. cumulative voting -- e.g. where there are three vacancies, a Council member may not give all three votes to the same candidate). A Council Member is not required to vote for any of the candidates or for the total number of vacancies available.
3. The Town Clerk shall collect all ballots and shall publicly announce the name of each Town Council member and how that Council member cast his or her vote. In the case of a tie vote, the Town Clerk will announce that there is a tie and that a run-off vote shall be conducted but will not announce the names of the applicants in the run-off. Once all voting is concluded and a decision made, the votes will be made public. The run-off ballot will also include a “None of the above” option.
4. Applicants receiving a majority number of votes shall be deemed appointed to the Commission. In the event of a tie, a run-off vote shall be conducted among the applicants receiving the highest number of votes from the previous round. This shall continue until a majority consensus on an applicant(s) is reached for the number of vacancies to be filled. In the event of an unbreakable tie, the Council may determine an alternative method for selecting the appointee(s) or direct the Town Clerk to re-advertise the vacancy.
5. If an applicant(s) is appointed to an Advisory Body which has vacancies for both full and partial, unexpired terms, the length of the appointee’s term will be determined by the Mayor.

TITLE: Commission Appointments, Residency and Attendance Requirements, Term Limits , and Establishing a Quorum	PAGE: 6 of 7	POLICY NUMBER: 2-11
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B. Mid-Term Recruitments

During the year, Commissions may experience vacancies that drop the number of filled seats to a number of members that is not sufficient to conduct Commission business. The Commission may request the Council to conduct a mid-term recruitment to fill seats. To the extent possible, the Town Clerk will consolidate mid-term recruitments to minimize the number of recruitments occurring throughout the year. In the event of a vacancy on the Planning Commission, the Town will automatically conduct a mid-term recruitment. Mid-term recruitments will not be conducted for ~~student~~ **Youth** Commissioners. The Town Clerk shall advertise mid-term vacancies on Commissions for at least 15 days.

Responsibility and Action: Applicant

1. Read the Commission Appointments, Residency and Attendance Requirements, and Establishing a Quorum Policy, complete and submit to the Town Clerk the application for appointment to a Town Commission by the advertised deadline date and time.
2. *For adult applicants:* Attend the Council meeting to be interviewed for Commission appointment.
For student applicants: Attend the Council Selection Committee interview session.
3. If an incumbent Commission member is requesting reappointment to the same Commission, the incumbent may submit a request to be interviewed by telephone, with their application, instead of attending the interview or must submit a letter prior to the interviews, describing the reason why the applicant cannot be present telephonically or in person for the interview, and why the applicant should be reappointed to the Commission.
4. If appointed, prior to starting the Commission term, appointees are required to attend a Commissioner Orientation and take the "Oath of Office."
5. Attend Advisory Body meetings once term begins.
6. Read the Commissioners' Handbook. The Handbook is to be returned to the Town Clerk when the term is complete.

Responsibility and Action: Town Council

1. Review applications.
2. *For adult applicants* – Interview applicants individually by Commission at a public meeting with all applicants present.
For student applicants – Town Council Selection Committee interviews applicants.
3. Determine if the incumbents not in attendance and having submitted a letter pursuant to this Policy should be considered for reappointment.
4. If there are limited applications for any vacancy to a Commission, the Mayor, on behalf of the Council, may request that the Town Clerk re-advertise the vacancy, reschedule the interviews, and notify all applicants of the new interview date.

TITLE: Commission Appointments, Residency and Attendance Requirements, Term Limits , and Establishing a Quorum	PAGE: 7 of 7	POLICY NUMBER: 2-11
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COMPLIANCE - GROUNDS FOR DISMISSAL

A member may be removed from the Advisory Body prior to the end of his or her term by a three-fifths (3/5) vote of the Town Council and may not be reappointed for the following reasons:

1. Failure to attend Advisory Body meetings.
2. Failure to file the following documents required by the Fair Political Practices Commission (Adult Commissioners):
 - a. Form 700 – Assuming Office, Annual, and Leaving Office when term is complete.
 - b. Planning Commissioners are also required to complete AB 1234 Ethics Training and file the original certificate with the Town Clerk every two years.
3. Failure to comply with all Town Policies, Guidelines, and Handbooks.

CONFLICT OF INTEREST

Under the Fair Political Practice Act, an advisory board member has a disqualifying conflict of interest in a governmental decision if it is foreseeable that the decision will have a financial impact on his or her personal finances or other financial interests. In such cases, there is a risk of biased decision-making that could sacrifice the public's interest in favor of the official's private financial interests. To avoid actual bias or the appearance of possible improprieties, the public official is prohibited from participating in the decision.

The Fair Political Practice Act does not prohibit an advisory board member from participating in a decision simply by virtue of holding a position as a board member, director, officer or employment with a nonprofit corporation. However, the Town strongly encourages that in the event that a decision concerns a nonprofit corporation for which an advisory board member is a board member, director, officer or employed with that nonprofit corporation, the person should recuse him or herself and at a minimum shall disclose the potential conflict of interest before any discussion and decision.

APPROVED AS TO FORM:

Robert Schultz, Town Attorney



**TOWN OF LOS GATOS
COUNCIL POLICY COMMITTEE REPORT**

MEETING DATE: 03/23/2021

ITEM NO: 4

DATE: March 15, 2021
TO: Council Policy Committee
FROM: Laurel Prevetti, Town Manager
SUBJECT: Review and Provide Direction on Proposed Modifications to the Commission Appointment Policy

RECOMMENDATION:

Review and provide direction on proposed modifications to the Commission Appointment Policy.

BACKGROUND:

The Committee directed staff to bring the Commission Appointment Policy 2-11 to the March Policy Committee meeting for discussion and to add language to encourage diversity, equity, and inclusion in the recruitment and appointment process.

At the February 23, 2021 meeting, the Policy Committee reflected on the recent experience of the Finance Commission recruitment and reviewed the Commission enabling resolutions. Of note, the Committee expressed concern that if the Town has specific requirements for Commissioners (e.g., public health background for the Community Health and Senior Services Commission, arts professional for the Arts and Culture Commission, etc.) that the Town may have trouble attracting candidates. In addition, the current Policy has specific requirements which must also be taken into consideration when making appointments.

DISCUSSION:

Per Town Policy 2-11, the Town Clerk prepares and maintains applications for appointment to Commissions. The Town Clerk typically receives applications to Commissions throughout the year. Currently, while the Policy Committee and Commissions are reviewing applications for possible modifications, the application links have been disabled for all but the Youth

PREPARED BY: Shelley Neis
Town Clerk

ATTACHMENT 2

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

DISCUSSION (continued):

Commission, which is currently undergoing recruitment. An adult applicant can apply for as many Commissions as they would like, but are required to complete separate applications, and can only serve on one Commission at a time. Each Commission's application has questions specific to the Commission. In some cases, certain Commissions receive many applications while other Commissions do not have any applicants.

The Town holds its annual adult recruitment and appointment process in the fall, with mid-year recruitments held in early spring if necessary. In accordance with State Law, the Town Clerk posts a list of current vacancies on the Town website and on the front door of Town Hall throughout the year. During the recruitment cycle, the Town Clerk advertises the current vacancies in various media (Leadership Los Gatos, Chamber of Commerce, Los Gatos Weekly ads, Town website, What's New email blast, social media, KCAT, Town events, etc.) to inform residents and encourage participation. The Clerk also notifies applicants from the last 12 months who were not interviewed or were not appointed by Council of the vacancy to determine if they are still interested. If the applicant is interested, they are placed in the applicant pool for the next scheduled interviews by Council.

Diversity, Equity, Inclusion (DEI)

The Commission applications could be modified to include questions about how the Commission could address diversity, equity, and inclusion without asking specific race, nationality, ethnicity, gender, or age of the applicant.

Term Limits/Appointments

The Policy Committee has previously discussed term limits and at that time was not in favor of them, due in part because Council did not have term limits, and because it was felt it would hinder the Town's ability to have fully staffed Commissions.

Term limits have pros and cons. Pros would be new perspectives and ideas with the regular turn over of Commissioners. Cons would be losing institutional knowledge and potentially smaller Commissions because the number of applicants may be reduced.

Council has the difficult task of balancing the need to keep institutional knowledge while encouraging new interest and ideas. By not defaulting to appoint an incumbent when there are other qualified applicants, this practice could potentially encourage more applicants to apply. As with Council candidates, it can be perceived that incumbents will always be appointed thereby discouraging potential applicants.

Options for the Committee to discuss:

- Should there be a certain percentage of incumbents versus new Commissioners on each Commission?

DISCUSSION (continued):

- Should there be at least two incumbents on each Commission to maintain the institutional knowledge?

Interview Process

To ensure the interview process is fair and equitable, staff recommends each applicant be asked the same core questions for the particular Commission. If time permits, the applicant could be asked to expand on an answer and/or address additional questions (not of a personal nature unless it pertains to experience). Staff recommends the Town Clerk and staff liaisons work together to provide suggested questions for each Commission to the Committee for review.

CONCLUSION:

Staff looks forward to the Committee's discussion and direction for potential modifications to the Policy.

COORDINATION:

The preparation of this report was coordinated with the Town Manager's Office and the Town Attorney.

FISCAL IMPACT:

There is no fiscal impact.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Commission Appointment Policy 2-11



**TOWN OF LOS GATOS
COUNCIL POLICY COMMITTEE REPORT**

MEETING DATE: 04/27/2021

ITEM NO: 2

DATE: April 1, 2021
TO: Council Policy Committee
FROM: Laurel Prevetti, Town Manager
SUBJECT: Review and Provide Direction on Proposed Modifications to the Commission Appointment Policy

RECOMMENDATION:

Review and provide direction on proposed modifications to the Commission Appointment Policy.

BACKGROUND:

The Committee directed staff to bring the Commission Appointment Policy 2-11 to the March Policy Committee meeting for discussion and to add language to encourage diversity, equity, and inclusion (DEI) in the recruitment and appointment process.

DISCUSSION:

At its March 23rd meeting, the Committee discussed term limits, appointments, interview process, application requirements, and DEI. Staff was directed to return to the April 27 Policy Committee meeting with suggestions to include term limits for Commissioners that are similar to Council term limits, remove specific qualifications (i.e. arts professional) from enabling resolutions and applications, and add a statement addressing the Town's goal of diversity, equity, and inclusion. Following is a summary of proposed modifications to the policy (Attachment 1):

Diversity, Equity, Inclusion (DEI)

A suggested statement has been added in red under the heading **PURPOSE** on page one of the Policy.

ATTACHMENT 3

PREPARED BY: Shelley Neis
Town Clerk

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

DISCUSSION (continued):

Term Limits

Term limits have been added under a new heading **TERM LIMITS** on page three of the Policy following the direction of the Committee to retain at least two incumbents on each Commission to maintain the institutional knowledge and to align with Council Member term limits.

Staff requests guidance on whether term limits would also apply to Youth Commissioners.

Interview Process

Interview procedures have been added under a new sub-heading **Interview Process** on page five of the Policy following the direction of the Committee to ensure the interview process is fair and equitable.

The Town Clerk and staff liaisons will work together to compose core questions for each Commission.

CONCLUSION:

Staff looks forward to the Committee's discussion and direction on the proposed modifications to the Policy.

COORDINATION:

The preparation of this report was coordinated with the Town Manager's Office and the Town Attorney.

FISCAL IMPACT:

There is no fiscal impact.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Red-lined Commission Appointment Policy 2-11