



**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
AUGUST 20, 2024
110 EAST MAIN STREET AND TELECONFERENCE
TOWN COUNCIL CHAMBERS
7:00 PM**

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

IMPORTANT NOTICE

This is a hybrid meeting and will be held in-person at the Town Council Chambers at 110 E. Main Street and virtually through Zoom Webinar (log-in information provided below). Members of the public may provide public comments for agenda items in-person or virtually through the Zoom Webinar by following the instructions listed below. The live stream of the meeting may be viewed on television and/or online at www.LosGatosCA.gov/TownYouTube.

This meeting will be teleconferenced pursuant to Government Code Section 54953(b)(3). Council Member Rob Moore will be participating via teleconference from the Hyatt Regency Chicago Hotel located at the 151 East Wacker Drive, Chicago, IL, 60601. The teleconference locations shall be accessible to the public and the agenda will be posted at the teleconference location 72 hours before the meeting.

HOW TO PARTICIPATE

The public is welcome to provide oral comments in real-time during the meeting in three ways:

Zoom Webinar (Online): Join from a PC, Mac, iPad, iPhone or Android device. Please use this URL to join: https://losgatosca.gov.zoom.us/j/82232739012?pwd=1zlbRu029_33oyBb9l3AyTZQ7D2MEQ.kN8FbuOkINsmz-Ji
Passcode: 793054 You can also type in 822 3273 9012 in the "Join a Meeting" page on the Zoom website at and use passcode 793054.

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.

Telephone: Please dial (877) 336-1839 for US Toll-free or (636) 651-0008 for US Toll. (Conference code: 1052180)

If you are participating by calling in, press #2 on your telephone keypad to raise your hand.

In-Person: Please complete a "speaker's card" located on the back of the chamber benches and return it to the Town Clerk before the meeting or when the Mayor announces the item for which you wish to speak.

NOTES: (1) Comments will be limited to three (3) minutes or less at the Mayor's discretion.
(2) If you are unable to participate in real-time, you may email to Clerk@losgatosca.gov the subject line "Public Comment Item #___" (insert the item number relevant to your comment). All comments received will become part of the record.

(3) Deadlines to submit written comments are:

- 11:00 a.m. the Thursday before the Council meeting for inclusion in the agenda packet.
- 11:00 a.m. the Monday before the Council meeting for inclusion in an addendum.
- 11:00 a.m. on the day of the Council meeting for inclusion in a desk item.

(4) Persons wishing to make an audio/visual presentation must submit the presentation electronically to Clerk@losgatosca.gov no later than 3:00 p.m. on the day of the Council meeting.

CALL MEETING TO ORDER

ROLL CALL

APPROVE REMOTE PARTICIPATION *(This item is listed on the agenda in the event there is an emergency circumstance requiring a Council Member to participate remotely under AB 2449 (Government Code 54953)).*

PLEDGE OF ALLEGIANCE

PRESENTATIONS

- i. Receive a Presentation from Friends of the Library.

CONSENT ITEMS *(Items appearing on the Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may request to have an item removed from the Consent Items for comment and action. Members of the public may provide input on any or multiple Consent Item(s) when the Mayor asks for public comments on the Consent Items. If you wish to comment, please follow the Participation Instructions contained on Page 1 of this agenda. If an item is removed, the Mayor has the sole discretion to determine when the item will be heard.)*

1. Approve Minutes of the August 6, 2024 Town Council Meeting.
2. Approve Minutes of the August 7, 2024 Closed Session Town Council Meeting.
3. Receive the Monthly Financial and Investment Report for June 2024.
4. Adopt a Revised Resolution Rescinding Resolution 2024-041 and Making Determinations and Approving the Reorganization of an Uninhabited Area Designated as El Gato Lane No. 06, Approximately 0.563 Acres Pre-Zoned R-1:8. APN 523-22-007. Annexation Application AN24-001. Project Location: **15575 El Gato Lane**. Property Owner: Sai Kiran Garimella and Renu Sushma Kolli. Applicant: Barzin Keyhankhadv.
5. Authorize the Town Manager to Execute an Agreement for Services with Air Systems Inc. for Heating Ventilation and Air Conditioning (HVAC) Unanticipated Repair Services for a Total Agreement Amount of \$3,481.
6. Approve Purchase Orders with Baker and Taylor for Up to \$135,000 for Fiscal Year (FY) 2024/25 and for Payment of Remaining Invoices that Exceed Previously Established Purchase Order Amounts for FY 2023/24.
7. Authorize the Town Manager to Execute a Three-Year Agreement with Los Gatos-Saratoga Union High School District and Los Gatos Union Elementary School District for School Resource Officer Services for the Period August 21, 2024, through June 30, 2027, and Approve a FY 2024/25 Revenue Budget Increase in the Amount of \$4,974.90 to Match the Proposed Agreement Term and Agreement Amount.
8. Authorize the Town Manager to Execute a Third Amendment to the Agreement with Tyler Technologies to Increase Compensation by \$25,930 for a Total Contract Amount Not to Exceed \$1,320,991.
9. Approve Second Amendment to The Agreement for Services with Traffic Management, Inc., Increasing the Allocated Amount for Services by \$43,793 to include the 2024 Road Closure and Traffic Control Services for Halloween and the Annual Children's Holiday Parade; and Approve an Expenditure Budget Adjustment in the Amount of \$18,793 from the General Fund Capital/Special Projects Reserve to Cover the Estimated Expenses for 2024 Road Closure and Traffic Control Services for These Events.

- [10.](#) Approve and Authorize the Town Manager to Execute a Side Letter of Agreement between the Town of Los Gatos and the Town Employees' Association (TEA) for Alternative 12-hour Dispatch Schedules.
- [11.](#) Approve and Authorize the Town Manager to Execute an Extension of a Side Letter Agreement Between the Town of Los Gatos and the Town Employee Association (TEA) for the Dispatcher Retention and Recruitment Bonus Through the Pay Period Starting July 21, 2024.
- [12.](#) Approve and Authorize the Town Manager to Execute a Side Letter of Agreement between the Town of Los Gatos and the Police Officers' Association (POA) for Patrol 12-Hour Shift Schedules.
- [13.](#) Approve the Revised Town Employees Association (TEA) Salary Schedule for FY 2024/25.
- [14.](#) Approve the Revised Salary Schedules for Management, Confidential, and Temporary Employees for Fiscal Year (FY) 2024/24, FY 2025/26, and FY 2026/27; and Authorize an Expenditure Budget Adjustment in the Amount of \$740,961 from the Available Capital/Special Projects Reserve.

VERBAL COMMUNICATIONS *(Members of the public are welcome to address the Town Council on any matter that is not listed on the agenda and is within the subject matter jurisdiction of the Town Council. The law generally prohibits the Town Council from discussing or taking action on such items. However, the Council may instruct staff accordingly. To ensure all agenda items are heard, this portion of the agenda is limited to 30 minutes. In the event additional speakers were not able to be heard during the initial Verbal Communications portion of the agenda, an additional Verbal Communications will be opened prior to adjournment. Each speaker is limited to no more than three (3) minutes or such time as authorized by the Mayor.)*

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

- [15.](#) Approve the Employment Agreement Between the Town of Los Gatos and Chris Constantin for Appointment to Town Manager, Authorize the Mayor to Execute the Agreement, Modify the Management Salary Schedule to Reflect the New Salary for the Town Manager, and Approve a Budget Expenditure Adjustment in the Amount of \$61,188.
- [16.](#) Adopt a Resolution Appointing the Nominated Candidates to the Town Council and Cancelling the November 5, 2024, General Municipal Election.
- [17.](#) Receive the Information Provided in the Police Services Report: January – June 2024.
- [18.](#) Discuss and Provide Direction on Modifications to Noticing for Senate Bill (SB) 330 and Builder's Remedy Projects.
- [19.](#) Authorize The Town Manager to Reissue a Request for Proposal (RFP) for the Preparation of the Annual Comprehensive Financial Report (ACFR) with a Modification to Start the ACFR Preparation Services for the FY 2024/25 ACFR.
- [20.](#) Introduce an Ordinance Titled: "An Ordinance of the Town Council of the Town of Los Gatos Amending Town Code Section 1.10.075, '**Official Town Holidays – Designated; Exceptions**' to Add Veterans Day as a Town Holiday."

COUNCIL / MANAGER MATTERS

CLOSED SESSION REPORT

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

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



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO: 1

ITEM NO. 1.

**DRAFT
Minutes of the Town Council Meeting
Tuesday, August 6, 2024**

The Town Council of the Town of Los Gatos conducted a regular meeting in-person and utilizing teleconferencing means on Tuesday, August 6, 2024, at 7:00 p.m.

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

ROLL CALL

Present: Mayor Mary Badame, Vice Mayor Matthew Hudes, Council Member Rob Moore, Council Member Rob Rennie, Council Member Maria Ristow.

Absent: None

PLEDGE OF ALLEGIANCE

Aarav John led the Pledge of Allegiance. The audience was invited to participate.

PRESENTATIONS

Mayor Badame presented a Commendation to West Valley Community Services in recognition of its 50th anniversary.

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

1. Approve Minutes of the June 18, 2024 Closed Session Town Council Meeting.
2. Approve Minutes of the June 18, 2024 Town Council Meeting.
3. Approve Minutes of the July 1, 2024 Town Council Special Meeting.
4. Approve Minutes of the July 8, 2024 Closed Session Town Council Meeting.
5. Approve Minutes of the July 25, 2024 Closed Session Town Council Meeting.
6. Approve Minutes of the July 26, 2024 Closed Session Town Council Meeting.
7. Approve Minutes of the July 30, 2024 Closed Session Town Council Meeting.
8. Approve Modifications to Town Council Policy 2-01: Agenda Format and Rules to Allow Only In-Person Public Participation in Town Council Closed Sessions. **POLICY 2-01**
9. Receive the Monthly Financial and Investment Report for May 2024.
10. Authorize the Following Actions for Town Janitorial Services:
 - a. Authorize the Town Manager to Execute a Four-Year, Nine-Month Agreement for Services with Frank and Grossman Landscape Contractors, Inc. for Janitorial Services Including a Contingency for Unforeseen Work for a Total Agreement Amount of \$1,270,370; and
 - b. Authorize an Expenditure Budget Adjustment in an Amount of \$40,658 from the Available Special/Capital Projects Reserve.
11. Adopt an Ordinance Amending the Town's Curfew Ordinance. Ordinance Title: "An Ordinance of the Town Council of the Town of Los Gatos Amending Chapter 18, 'Offenses

SUBJECT: Draft Minutes of the Town Council Meeting of August 6, 2024

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and Miscellaneous Provisions,' Article III, 'Minors,' and Division 2, 'Curfew,' of the Town of Los Gatos Town Code". **ORDINANCE 2360**

12. Authorize the Town Manager to Execute a Sixth Amendment to a Special Services Agreement with Liebert Cassidy Whitmore (LCW) to Update the Fee Schedule for Hourly Rates.
13. Adopt a Resolution Establishing Development Agreement Procedures. **RESOLUTION 2024-042**
14. Approve and Authorize the Town Manager to Execute a Memorandum of Understanding Between the Town of Los Gatos and the American Federation of State, County, and Municipal Employees (AFSCME), and Authorize an Expenditure Budget Adjustment in the Amount of \$84,199 from the Available General Fund Capital/Special Projects Reserve.
15. Approve and Authorize the Town Manager to Execute a Memorandum of Understanding Between the Town of Los Gatos and the Town Employees' Association, and Authorize an Expenditure Budget Adjustment in the Amount of \$548,131 from the Available General Fund Capital/Special Projects Reserve.
16. Vegetation Management – Townwide Open Spaces Project (CIP No. 832-4508):
 - a. Adopt the "Vegetation Management Plan for the Town of Los Gatos, Santa Clara County, California" Dated June 2021;
 - b. Adopt the Findings of the Project Specific Analysis and Addendum to the Programmatic Environmental Impact Report for the California Vegetation Treatment Program, Including the Mitigation and Monitoring Reporting Program;
 - c. Authorize the Town Manager to Execute an Agreement for Services with Sequoia Ecological Consulting in the Amount of \$181,165 for the Vegetation Management – Townwide Open Spaces Project (CIP No. 832-4508); and
 - d. Authorize Revenue and Expenditure Budget Adjustments to the Vegetation Management – Townwide Open Spaces Project (CIP No. 832-4508) to Recognize Receipt and Expenditure of FEMA Hazard Mitigation Grant Program (HMPG) Funds in the Amount of \$1,591,344.75 for the 75 Percent Federal Share of the Project Costs and \$35,974.97 for the 100 Percent Federal Share of Subrecipient Management Costs (SRMC).
17. Americans with Disabilities Act (ADA) Upgrade Public Restroom – Adult Recreation Building (CIP No. 821-2601):
 - a. Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for Construction of an Americans with Disabilities Act (ADA) Compliant Public Restroom in the Adult Recreation Building Completed by Tucker Construction, Inc., and Authorize the Town Clerk to File for Recordation (CIP No. 821-2601);
 - b. Authorize an Expenditure Budget Decrease of Community Development Block Grant (CDBG) Funds in an Amount of \$218,979; and
 - c. Authorize an Expenditure Reclassification from Grant Fund to General Fund Appropriated Reserve (GFAR) in an amount of \$50,361.26

Vice Mayor Hudes pulled item #17.

Mayor Badame opened public comment.

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No one spoke.

Mayor Badame closed public comment.

MOTION: Motion by Council Member Rennie to approve consent items 1-16. Seconded by Council Member Ristow.

VOTE: Motion passed unanimously.

VERBAL COMMUNICATIONS

Zack Franz

- Commented on concerns with potential future development.

Tevis Ignacio

- Commented on concerns with a previous discussion to increase the sales tax.

Amy Despars

- Spoke about "Our Neighborhood Voices" coalition and commented on concerns with development and communication.

John Shepardson

- Commented on concerns with a potential development at 220 Belgatos Road and requested Council reject a General Plan Amendment for the property.

Lynley Hogan

- Spoke about current events and commented on the groups "Moms for Liberty" and "Informed Parents."

OTHER BUSINESS

18. Receive a Report from the Community Health and Senior Services Commission Regarding Progress on Year-One Goals of the Senior Roadmap, and Provide Direction on Year-One and Year-Two Goals.

Ryan Baker, Library Director, presented the staff report. The Community Health and Senior Services Commission (CHSSC) Chair Yick and Vice Chair Blum gave a presentation.

Mayor Badame opened public comment.

Lissa Kreisler, Los Gatos Thrives Foundation

- Commented on the Los Gatos Thrives movie matinee events and building a new Community Center.

Jeffrey Blum

- Commented on Youth Commission engagement.

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Mayor Badame closed public comment.

Council discussed the item and provided general feedback.

19. Provide Direction on Senior Services Coordinator Options.

Katy Nomura, Assistant Town Manager, presented the staff report.

Mayor Badame opened public comment.

Elenor Yick

- Requested the options listed in the staff report go to the Community Health and Senior Services Commission for discussion and a recommendation; and commented in support of including option one with option two for the administrative analyst.

Lisanne Kennedy, Los Gatos-Saratoga Recreation (LGS Rec)

- Commented on the services the 55 plus program currently provides and spoke about the proposal for a Case Manager.

Mayor Badame closed public comment.

Council discussed the item.

MOTION: Motion by Vice Mayor Hudes to continue this item to a meeting in September or October with a recommendation (from the Community Health and Senior Services Commission); and suggested the following working parameters: look at the elements of options one and two; work in collaboration with LGS Rec; and start (the position) as a contract service in the range of about \$110,000 for around one full-time (position). **AMENDMENT:** to have the CHSSC work with Town staff to understand the financial implications of their recommendation. **Seconded by Council Member Ristow.**

VOTE: Motion passed unanimously.

Mayor Badame called a recess at 9:06 p.m.

The meeting reconvened at 9:16 p.m.

PUBLIC HEARINGS

20. Conduct a Public Hearing to Consider Objections to the 2024 Weed Abatement Program Assessment Report and Adopt a Resolution Confirming the Report and Authorizing Collection of the Assessment Charges. **RESOLUTION 2024-043**

Meredith Johnston, Administrative Technician, presented the staff report.

SUBJECT: Draft Minutes of the Town Council Meeting of August 6, 2024

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Mayor Badame opened public comment.

Kim Hailey

- Requested a later fire season start date and additional clarification regarding inspections.

Andrew Siu

- Commented on concerns regarding the timing of inspections and fine for climbing ivy.

John Beuerle

- Summarized a letter previously submitted protesting the findings of the weed abatement assessment report and commented on concerns.

Sundar

- Commented on the letters that were provided to the Council and stated concerns with the weed abatement program.

Mayor Badame closed public comment.

Council discussed the item.

MOTION: Motion by Mayor Badame to adopt a resolution confirming the report and authorizing the collection of the assessment charges with the exception of the parcel at 16060 Cerro Vista. **Seconded** by Council Member Ristow.

VOTE: Motion passed unanimously.

21. Review Consultant Proposal and Cost Estimate, and Provide Direction on Next Steps for Potential Revisions to the Town's Objective Design Standards.

Sean Mullin, Senior Planner, presented the staff report.

Mayor Badame opened public comment.

Susan Burnett

- Commented on concerns with using M-Group to revise the Town's objective standards.

Mayor Badame closed public comment.

Council discussed the item.

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MOTION: Motion by Vice Mayor Hudes to issue an RFP (Request for Proposals) to qualified providers to address the development of objective design standards in the following areas: (1) high quality design that would include the façade information that (Council) received, (2) architectural style which could be similar to what is in the current neighborhood compatibility, where an architectural style is allowed that is compatible with the surrounding neighborhood, and (3) height transitions and could include other aspects such as solar consideration and massing; and that all three be considered with regard to small multi-unit housing. **Seconded by Council Member Rennie.**

VOTE: Motion passed unanimously.

Pulled consent items –

17. Americans with Disabilities Act (ADA) Upgrade Public Restroom – Adult Recreation Building (CIP No. 821-2601):

- a. Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for Construction of an Americans with Disabilities Act (ADA) Compliant Public Restroom in the Adult Recreation Building Completed by Tucker Construction, Inc., and Authorize the Town Clerk to File for Recordation (CIP No. 821-2601);
- b. Authorize an Expenditure Budget Decrease of Community Development Block Grant (CDBG) Funds in an Amount of \$218,979; and
- c. Authorize an Expenditure Reclassification from Grant Fund to General Fund Appropriated Reserve (GFAR) in an amount of \$50,361.26.

Nicolle Burnham, Parks and Public Works Director, answered Council questions.

Mayor Badame opened public comment.

No one spoke.

Mayor Badame closed public comment.

Council discussed the item.

MOTION: Motion by Vice Mayor Hudes to authorize the Town Manager to execute the Certificate of Acceptance and Notice of Completion [for construction of an Americans with Disabilities Act (ADA) compliant public restroom in the Adult Recreation Building completed by Tucker Construction, Inc., and Authorize the Town Clerk to File for Recordation (CIP No. 821-2601)]; to authorize an expenditure budget decrease of Community Development Block Grant (CDBG) funds in an amount of \$218,979; and authorize an expenditure reclassification from grant fund to General Fund Appropriated Reserve (GFAR) in the amount of \$50,361.26. **Seconded by Council Member Ristow.**

VOTE: Motion passed unanimously.

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COUNCIL/TOWN MANAGER REPORTS

Council Matters

- Council Member Ristow stated she attended the Finance Commission meeting as an observer, the Parks and Sustainability Commission meeting as an observer, the Community Center Dreaming workshop hosted by the Los Gatos Foundation for Older Adults to Thrive , the Council Policy Committee meeting, the General Plan Committee meeting, and the Silicon Valley@Home Elected Official Roundtable; supported the 2024 Law Enforcement Torch Run for the Special Olympics; attended the July 4th Symphony in the Park event; the Domas mural dedication; the Brown Act, Public Records Act (PRA), and Workplace Violence Prevention (WPVVP) training; and the Gardenia ribbon cutting and reception; and met with neighbors, architects, and others in Town regarding proposed development.
- Council Member Moore stated he hosted a happy hour at Out of the Barrel; interviewed with radio station KPCR; received information from West Valley Sanitation District (WVSD) staff regarding the collection and transportation of sewage; spent time at Cristo del Rey High School to empower students from underserved communities; met with residents regarding wildfire evacuation routes, spoke with school board members; attended the Town's All Staff Summer BBQ, Jazz on the Plazz, and Music in the Park; stated he will be attending the upcoming Democratic National Convention as a delegate.
- Council Member Rennie stated he attended the Silicon Valley Clean Energy Authority (SVCEA) Risk Oversight Committee meeting, a presentation for Valley Water Advisory Commission, Valley Transportation Authority (VTA) Board meeting, and the Finance Commission meeting.
- Vice Mayor Hudes stated he attended the Los Gatos Foundation for Older Adults to Thrive Community Center Dreaming workshop, and a CERT (Community Emergency Response Team) exercise; met with residents regarding a neighboring SB 330 development, the Los Gatos Foundation for Older Adults to Thrive Executive Committee, and community members regarding a Blossom Hill Road development; drove the Billy Jones Rail Road train; attended another Los Gatos Foundation for Older Adults to Thrive Executive Committee meeting; participated in a Democracy Tent meeting; attended a Los Gatos Foundation for Older Adults to Thrive meeting; attended the Los Gatos Foundation for Older Adults to Thrive Initiatives and Publicity Committee meeting; met with a resident regarding secondary access to the Los Gatos High School; visited the San Jose Youth Wellness Center; participated in the Los Gatos-Saratoga Recreation 55+ Summer Picnic; and attended a ribbon cutting, Finance Commission meeting, and the Monday Morning Movie event hosted by the Los Gatos Foundation for Older Adults to Thrive.
- Mayor Badame announced that the Town Manager recruitment is still in process and the Council requested the Town Manager extend her end date to September 6, 2024 and she agreed. Mayor Badame participated in a ribbon cutting for First Born Restaurant; met with a Board Member and the CEO of El Camino Health; met with NUMU and LGS Recreation Camp participants; attended the West Valley Mayors and Managers meeting; met with the Superintendent and the Los Gatos Lodge developers; was the Master of Ceremonies for the Fourth of July Symphony in the Park event and led the first ever bicycle and stroller parade; participated in the dedication of the wall mural at Domas; met with West Valley Mayors and Managers; attended a training on the Brown Act, PRA, and WPVP; participated in a

SUBJECT: Draft Minutes of the Town Council Meeting of August 6, 2024

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Gardenia ribbon cutting; and attended a meeting of the Finance Commission as an observer and National Night Out.

Manager Matters

- Announced applications are being accepted for the Leadership Los Gatos program. Information is available on the website and applications are due August 23, 2024.
- Announced sections of the Los Gatos Creek Trail may be closed due to vegetation management.

CLOSED SESSION REPORT

Gabrielle Whelan, Town Attorney, stated the Town Council met in closed session on July 25 and 26, to discuss a public employee employment for the position of Town Manager in accordance with Government Code Section 54957 and again on July 30 to discuss the same position and a public employee appointment for the position of Interim Town Manager pursuant to the same Government Code Section.

ADJOURNMENT

The meeting adjourned in memory of Gil Decker at 11:17 p.m.

Respectfully Submitted:

Jenna De Long, Deputy Town Clerk



TOWN OF LOS GATOS
COUNCIL CLOSED SESSION MINUTES

MEETING DATE: 08/20/2024

ITEM NO: 2

ITEM NO. 2.

DRAFT
Minutes of the Town Council Special Meeting – Closed Session
Wednesday, August 7, 2024

The Town Council of the Town of Los Gatos conducted a Special Meeting in-person on Wednesday, August 7, 2024, at 5:15 p.m. to hold a Closed Session to discuss public employee performance evaluations, labor negotiations, and public employee employment/appointment.

MEETING CALLED TO ORDER AT 5:19 P.M.

ROLL CALL

Present: Mayor Mary Badame, Vice Mayor Matthew Hudes (arrived at 5:28 p.m.), Council Member Rob Moore, Council Member Rob Rennie, and Council Member Maria Ristow.

Absent: None

VERBAL COMMUNICATIONS (ONLY ON ITEMS ON THE AGENDA)

None.

THE TOWN MOVED TO CLOSED SESSION ON THE FOLLOWING ITEM:

1. Public Employee Evaluation of Performance [Government Code §54957(b)(1)]
Titles: Town Manager and Town Attorney
2. Conference with labor Negotiators (Government Code §54957.6)
To meet with Town Negotiators listed below in closed session pursuant to Government Code §54957.6 regarding negotiations with the Employee Organizations listed below:

Town Negotiators:

Lisa Charbonneau, Liebert Cassidy Whitmore
Cheryl Parkman, Human Resources Director

Employee Organizations:

American Federation of State, County and Municipal Employees (AFSCME)
Town Employees Association (TEA)
Police Officers' Association (POA)

Unrepresented Employees:

Confidential (link to full list of classification titles:

<https://www.losgatosca.gov/DocumentCenter/View/35613/Confidential-Salary-Schedule7-9-23>)

Management (link to full list of classification titles:

<https://www.losgatosca.gov/DocumentCenter/View/38355/Town-Council->

SUBJECT: Draft Minutes of the Special Town Council Meeting of August 7, 2024

DATE: August 9, 2024

[andManagement-Salary-Schedule-Updated-November-2023\)](#)

Temporary/Hourly (link to full list of classification titles:

[https://www.losgatosca.gov/DocumentCenter/View/35617/Temp-Salary-Schedule-7-9-23\)](https://www.losgatosca.gov/DocumentCenter/View/35617/Temp-Salary-Schedule-7-9-23)

3. Public Employee Employment/Appointment (Government Code §54957)
Title: Town Manager

The Town Council reconvened in open session. There was no reportable action.

ADJOURNMENT

The meeting adjourned at 7:17 p.m.

Attest:

Submitted by:

Jenna De Long, Deputy Town Clerk

Laurel Prevetti, Town Manager



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO. 3.

ITEM NO: 3

DATE: August 7, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Receive the Monthly Financial and Investment Report for June 2024

RECOMMENDATION:

Receive the Monthly Financial and Investment Report for June 2024.

BACKGROUND:

California Government Code Section 41004 requires that the Town Treasurer submit to the Town Clerk and the legislative body a written report and accounting of all receipts, disbursements, and fund balances. The Finance Director assumes the Town Treasurer role.

Attachment 1 contains the June 2024 Monthly Financial and Investment Report which fulfills this requirement. The June 2024 Monthly Financial and Investment Report will be received by the Finance Commission at its September 9, 2024 meeting.

DISCUSSION:

The June 2024 Monthly Financial and Investment Report includes a Fund Balance Schedule, representing estimated funding available for all funds at the end of the respective month. The fund balances were estimated at a point in time and will be finalized at the final close of the fiscal year.

Please note that the amount in the Fund Schedule differs from the Portfolio Allocation and Treasurer's Cash Fund Balances Summary schedule because assets and liabilities are components of the fund balance.

PREPARED BY: Eric Lemon
Finance and Accounting Manager

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

SUBJECT: Monthly Financial and Investment Report for June 2024

DATE: August 7, 2024

DISCUSSION (continued):

As illustrated in the summary below, Total Cash is adjusted by the addition of Total Assets less the amount of Total Liabilities to arrive at the Ending Fund Balance – which represents the actual amount of funds available.

Reconciling Cash to Fund Balance - June 30, 2024		
Total Cash	\$	81,368,410
Plus: Assets	\$	13,784,815
Less: Liabilities	\$	(33,467,143)
Estimated Fund Balance	\$	61,686,082

As of June 30, 2024, the Town's financial position (Assets \$95.15M, Liabilities \$33.47M, and Fund Equity \$61.68M) remains strong and the Town has sufficient funds to meet the cash demands for the next six months.

As of June 30, 2024, the Town's weighted portfolio yield for investments under management was 4.45% which was 3 basis points below the Local Agency Investment Fund (LAIF) yield of 4.48% for the same reporting period. Currently, the LAIF portfolio's weighted average maturity (WAM) is 217 days versus the Town's longer WAM of 686 days. The longer WAM for Town assets under management reflects the Town's strategy to take advantage of higher yields associated with longer maturities balanced with shorter term yields available on investments held with the State's LAIF. The Town's weighted average rate of return on investments under management of 4.45% at the close of June was 2 basis points higher when compared to the prior month's return of 4.43% reported as of May 31, 2024.

Since June 2023, LAIF yields had climbed from 317 basis points (3.17%) to 448 basis points (4.48%) through the end of June 2024.

Staff, in coordination with the Town's investment advisor, primarily replaced maturing investments with long term maturities in the one-to-two-year maturity range. These investments capture current yields that exceed the rates expected to be earned in the LAIF pool during that same time period. The State LAIF pool typically lags the market when current market yields are either increasing or decreasing.

On March 22, 2023, the Federal Reserve voted to approve a ¼ percentage basis point increase from 4.75% to 5.00%. This action was followed with additional hikes in May 2023 from 5.00% to 5.25% and July from 5.25 % to 5.5 %. Through these actions over time, the Federal Open Market Committee's (FOMC) goal is to bring year to year inflation to its targeted level of 2%. On May 1, 2024, the Federal Reserve Chair commented that the 2% target may take longer than

SUBJECT: Monthly Financial and Investment Report for June 2024

DATE: August 7, 2024

DISCUSSION (continued):

expected to achieve and the central bank is prepared to keep rates unchanged as long as appropriate.

Labor market data offered mixed signals. The establishment payrolls survey was stronger than expected with 272,000 jobs added in May, above consensus expectations for 175,000. However, the household survey was weaker, and the unemployment rate increased from 3.9% to 4%. Wage growth was 0.4% in May, up from 4% to 4.1% year-on-year, slightly above expectations.

The Town's investments are in compliance with the Town's Investment Policy dated May 21, 2024, and also in compliance with the requirements of Section 53600 at seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

CONCLUSION:

Receive Monthly Financial and Investment Report for June 2024.

Attachment:

1. Financial and Investment Report (June 2024)

Town of Los Gatos
Summary Investment Information
June 30, 2024

Weighted Average YTM Portfolio Yield on Investments under Management

4.45%

Weighted Average Maturity (days)

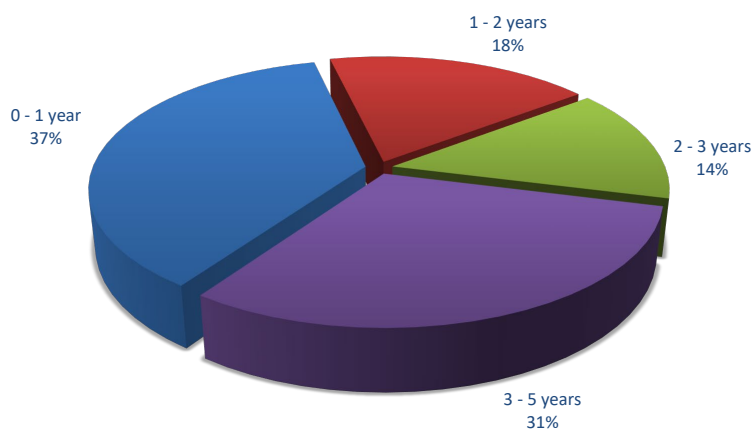
686

	This Month	Last Month	One year ago
Portfolio Allocation & Treasurer's Cash Balances	\$81,368,410	\$78,425,776	\$78,384,948
Cert. of Participation 2002 Lease Payment Fund			
Managed Investments	\$49,675,745		
Local Agency Investment Fund	\$16,516,009		
Reconciled Demand Deposit Balances	\$15,176,656		
Portfolio Allocation & Treasurer's Cash Balances	<u>\$81,368,410</u>		

Benchmarks/ References:

Town's Average Yield	4.45%	4.43%	3.19%
LAIF Yield for month	4.48%	4.33%	3.17%
3 mo. Treasury	5.36%	5.39%	5.30%
6 mo. Treasury	5.33%	5.38%	5.43%
2 yr. Treasury	4.75%	4.87%	4.90%
5 yr. Treasury (most recent)	4.38%	4.51%	4.16%
10 Yr. Treasury	4.40%	4.50%	3.84%

Portfolio Maturity Profile



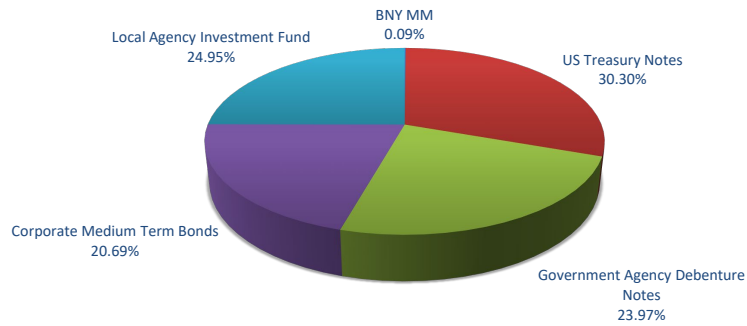
Compliance: The Town's investments are in compliance with the Town's investment policy dated May 21, 2024, and also in compliance with the requirements of Section 53600 at seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

Town of Los Gatos
Portfolio Allocation & Treasurer's Cash Balances
June 30, 2024

	Month	YTD
Cash & Investment Balances - Beginning of Month/Period	\$ 78,425,776.19	\$ 78,384,947.79
Receipts	8,722,996.76	78,033,229.62
Disbursements	(5,780,363.07)	(75,049,767.53)
Cash & Investment Balances - End of Month/Period	<u>\$81,368,409.88</u>	<u>\$81,368,409.88</u>

Portfolio Allocation	Amount	% of Portfolio	Max. % or \$ Allowed per State Law or Policy
BNY MM	\$61,190.12	0.09%	20% of Town Portfolio
US Treasury Notes	\$20,054,713.77	30.30%	No Max. on US Treasuries
Government Agency Debenture Notes	\$15,867,942.90	23.97%	No Max. on Non-Mortgage Backed
Corporate Medium Term Bonds	\$13,691,898.00	20.69%	30% of Town Portfolio
Local Agency Investment Fund	\$16,516,009.29	24.95%	\$75 M per State Law
Subtotal - Ir Subtotal - Investments	66,191,754.08	100.00%	
Reconciled Demand Deposit Balances	<u>15,176,655.80</u>		
Total Portfolio Allocation & Treasurer's Cash Balances	<u>\$81,368,409.88</u>		

Portfolio Investment Allocation



Treasurer's Fund Balances



Town of Los Gatos
Non-Treasury Restricted Fund Balances
June 30, 2024

	Beginning Balance	June 2024 Deposits Realized Gain/Adj.	June 2024 Interest/ Earnings	June 2024 Withdrawals	Ending Balance	
Non-Treasury Funds:						
Cert. of Participation 2002 Ser A Reserve Fund	\$ 697,451.87	\$ -	\$ 2,830.26	\$ -	\$ 700,282.13	Note 1
Cert. of Participation 2010 Ser Lease Payment Fund	101.71	-	0.36	-	102.07	Note 2
Cert. of Participation 2002 Ser A Lease Payment Fund	29,537.00	-	119.86	-	29,656.86	Note 1
Cert. of Participation 2010 Ser Reserve Fund	1,382,813.40	-	6,081.43	-	1,388,894.83	Note 2
Total Restricted Funds:	<u>\$ 2,109,903.98</u>	<u>\$ -</u>	<u>\$ 9,031.91</u>	<u>\$ -</u>	<u>\$ 2,118,935.89</u>	
CEPPT IRS Section 115 Trust	2,165,419.90	-	23,239.05	-	\$ 2,188,658.95	Note 3
Grand Total COP's and CEPPT Trust	<u>\$ 4,275,323.88</u>	<u>\$ -</u>	<u>\$ 32,270.96</u>	<u>\$ -</u>	<u>\$ 4,307,594.84</u>	

These accounts are not part of the Treasurer's fund balances reported elsewhere in this report, as they are for separate and distinct entities.

Note 1: The three original funds for the Certificates of Participation 2002 Series A consist of construction funds which will be expended over the next few years, reserve funds which will guarantee the payment of lease payments, and a third fund for the disbursement of lease payments and initial delivery costs.

Note 2: The 2010 COP Funds are all for the Library construction, reserves to guarantee lease payments, and a lease payment fund for the life of the COP issue. The COI fund was closed in September 2010.

Note 3: The CEPPT Section IRS Section 115 Trust was established as an irrevocable trust dedicated to accumulate resources to fund the Town's unfunded liabilities related to pension and other post employment benefits.

Town of Los Gatos
Statement of Interest Earned
June 30, 2024

July 2023	\$	133,845.42
August 2023	\$	131,615.82
September 2023	\$	158,361.71
October 2023	\$	149,112.14
November 2023	\$	163,137.22
December 2023	\$	177,498.26
January 2024	\$	183,950.61
February 2024	\$	183,453.40
March 2024	\$	206,361.80
April 2024	\$	218,590.31
May 2024	\$	232,185.30
June 2024	\$	240,420.11
	\$	<u>2,178,532.10</u>

**Town of Los Gatos
Investment Schedule
June 30, 2024**

Institution	CUSIP #	Security	Coupon	Deposit Date	Par Value	Original Cost	Original Issue (Discount) Premium	Market Value	Market Value Above (Under) Cost	Purchased Interest	Maturity Date or Call Date	Yield to Maturity or Call	Interest Received to Date	Interest Earned Prior Yrs.	Interest Earned Current FY	Days to Maturity
Apple	03783DB3	Corporate Bond	2.90%	12/20/2022	1,300,000.00	1,228,591.00	(71,409.00)	1,227,980.00	(611.00)		6/21/2027	4.19%	\$ 46,287.22	\$ 28,170.97	\$ 53,700.91	1086
Home Depot	437076BM3	Corporate Bond	3.00%	8/4/2022	1,000,000.00	991,960.00	(8,040.00)	963,630.00	(28,330.00)		1/1/2026	3.04%	\$ 49,750.00	\$ 29,252.66	\$ 32,443.86	550
US Treasury	912828ZW3	US Treasury Note	0.25%	8/9/2022	350,000.00	322,096.88	(27,903.12)	333,606.00	11,509.12		6/30/2025	3.16%	\$ 1,654.89	\$ 9,866.72	\$ 10,548.36	365
FFCB	3133ENSV8	Gov. Agency Debenture	4.13%	1/17/2023	236,000.00	239,174.20	3,174.20	233,467.72	(5,706.48)		1/1/2027	3.76%	\$ 9,572.75	\$ 4,016.30	\$ 8,963.21	925
US Treasury	91282CTB7	US Treasury Note	0.75%	9/30/2022	800,000.00	712,565.18	(87,434.82)	746,096.00	33,530.82		3/1/2026	4.14%	\$ 9,000.00	\$ 23,165.06	\$ 31,056.46	639
FFCB	3133ENP95	Gov. Agency Debenture	4.25%	9/30/2022	900,000.00	900,939.60	939.60	892,530.00	(8,409.60)		9/30/2025	4.14%	\$ 57,375.00	\$ 28,374.86	\$ 38,041.02	457
JP Morgan Chase	4662SHRS1	Corporate Bond	3.20%	9/23/2022	500,000.00	474,660.00	(25,340.00)	481,325.00	6,665.00		3/15/2026	4.70%	\$ 17,865.15	\$ 23,544.44	\$ 23,352.30	623
Honeywell Intl.	438516BW5	Corporate Bond	2.30%	11/20/2019	1,000,000.00	1,014,660.00	14,660.00	995,910.00	(18,750.00)		7/15/2024	1.64%	\$ 96,983.33	\$ 71,679.55	\$ 19,904.94	15
FNMA	3135G0V75	Gov. Agency Debenture	1.75%	10/17/2019	1,100,000.00	1,105,833.30	5,833.30	1,099,879.00	(5,954.30)		7/2/2024	1.63%	\$ 81,331.25	\$ 66,718.86	\$ 18,061.47	2
FFCB	3133EKDA7	Gov. Agency Debenture	2.08%	10/21/2019	1,000,000.00	1,019,780.00	19,780.00	993,300.00	(26,480.00)		9/10/2024	1.66%	\$ 91,231.11	\$ 61,888.40	\$ 16,803.53	72
FFCB	3135G05X7	Gov. Agency Debenture	0.38%	6/10/2022	1,200,000.00	1,102,952.40	(97,047.60)	1,137,720.00	34,767.60		8/25/2025	3.04%	\$ 7,687.50	\$ 36,626.55	\$ 34,819.00	421
US Treasury	912828ZL7	US Treasury Note	0.38%	4/12/2022	1,700,000.00	1,583,927.57	(116,072.43)	1,634,193.00	50,265.43		4/30/2025	2.72%	\$ 13,066.99	\$ 54,017.06	\$ 44,527.57	304
FFCB	3130AQF65	Gov. Agency Debenture	1.25%	11/30/2022	1,300,000.00	1,160,559.40	(139,440.60)	1,197,183.00	36,623.60		12/21/2026	4.15%	\$ 25,322.92	\$ 29,385.32	\$ 50,731.27	904
US Treasury	91282CGA3	US Treasury Note	4.00%	6/20/2023	2,100,000.00	2,080,558.59	(19,441.41)	2,072,931.00	(7,627.59)		10/28/2026	4.17%	\$ 13,354.17	\$ 15,544.14	\$ 34,689.96	850
FFCB	3133ENSN6	Gov. Agency Debenture	4.00%	2/8/2023	1,700,000.00	1,706,732.00	6,732.00	1,670,029.00	(36,703.00)		1/6/2028	3.91%	\$ 61,955.56	\$ 25,921.64	\$ 66,812.12	1285
Freddie Mac	3137EAE33	Gov. Agency Debenture	0.38%	5/1/2023	750,000.00	689,032.50	(60,967.50)	708,840.00	19,807.50		9/23/2025	3.97%	\$ 2,515.62	\$ 4,638.18	\$ 28,292.93	450
American Honda	02665WED9	Corporate Bond	4.70%	5/11/2023	600,000.00	608,856.00	8,856.00	594,432.00	(14,424.00)		1/12/2028	4.34%	\$ 18,878.33	\$ 3,603.61	\$ 26,378.43	1291
US Treasury	91282CFE4	US Treasury Note	2.50%	6/9/2023	1,500,000.00	1,416,626.12	(83,373.88)	1,422,015.00	5,388.88		3/31/2027	4.09%	\$ 30,327.87	\$ 3,416.23	\$ 59,540.08	1004
US Treasury	91282CGA3	US Treasury Note	4.00%	6/20/2023	2,100,000.00	2,080,558.59	(19,441.41)	2,072,931.00	(7,627.59)		12/15/2025	4.40%	\$ 82,852.46	\$ 2,515.25	\$ 92,058.03	533
Colgate-Palmolive	19416ZAB4	Corporate Bond	4.60%	7/14/2023	500,000.00	504,655.00	4,655.00	499,405.00	(5,250.00)		2/1/2028	4.37%	\$ 14,502.79	\$ -	\$ 21,195.52	1311
FannieMae	3135G06G3	Gov. Agency Debenture	0.50%	7/14/2023	500,000.00	455,157.00	(44,843.00)	471,125.00	15,968.00		11/7/2025	4.63%	\$ 2,034.72	\$ -	\$ 21,047.01	495
FFCB	3133EPQC2	Gov. Agency Debenture	4.63%	7/17/2023	500,000.00	501,957.50	1,957.50	498,445.00	(3,512.50)		7/17/2026	4.48%	\$ 11,562.50	\$ -	\$ 21,487.97	747
FFCB	3133EPBM6	Gov. Agency Debenture	4.13%	7/14/2023	600,000.00	596,220.00	(3,780.00)	592,506.00	(3,714.00)		8/23/2027	4.29%	\$ 15,056.25	\$ -	\$ 24,754.94	1149
PNC Bank	60953JBF2	Corporate Bond	3.25%	7/25/2023	1,000,000.00	921,490.00	(78,510.00)	936,540.00	15,050.00		12/31/2027	5.23%	\$ 15,979.17	\$ -	\$ 26,070.98	1271
US Treasury	91282CTU0	US Treasury Note	4.13%	7/31/2023	1,300,000.00	1,290,660.60	(9,339.40)	1,285,726.00	(4,934.60)		10/31/2027	4.31%	\$ 40,218.75	\$ -	\$ 51,232.08	1218
Toyota Motor Credit	8923GTKL8	Corporate Bond	5.45%	8/25/2023	1,600,000.00	1,617,168.00	17,168.00	1,623,744.00	6,576.00		11/10/2027	5.16%	\$ 61,766.67	\$ -	\$ 70,599.88	1228
US Treasury	912810FE3	US Treasury Note	5.50%	10/3/2023	1,200,000.00	1,238,207.14	38,207.14	1,253,628.00	15,420.86		8/15/2028	4.76%	\$ 24,211.96	\$ -	\$ 43,179.27	1507
PepsiCo Inc	713448DF2	Corporate Bond	2.85%	10/16/2023	1,000,000.00	947,570.00	(52,430.00)	965,870.00	18,300.00		11/24/2025	5.24%	\$ 10,133.33	\$ -	\$ 37,712.66	512
FFCB	3132EPWU3	Gov. Agency Debenture	4.75%	10/13/2023	1,000,000.00	994,238.00	(5,562.00)	1,000,370.00	6,032.00		9/1/2026	4.96%	\$ 18,208.33	\$ -	\$ 35,367.82	793
Freddie Mac	3137EAEPU	Gov. Agency Debenture	1.50%	10/13/2023	1,000,000.00	951,540.00	(48,460.00)	976,990.00	25,450.00		9/25/2025	5.32%	\$ 4,958.33	\$ -	\$ 36,644.18	727
US Treasury	91282CEW7	US Treasury Note	3.25%	10/16/2023	1,000,000.00	950,039.06	(49,960.94)	965,040.00	15,000.94		6/30/2027	4.73%	\$ 22,961.96	\$ -	\$ 32,499.52	1095
US Treasury	91282CEW7	US Treasury Note	2.75%	10/31/2023	1,300,000.00	1,214,336.39	(85,663.61)	1,238,705.00	24,368.61		4/30/2027	4.82%	\$ 17,875.00	\$ -	\$ 40,101.59	1034
US Treasury	91282KYV6	US Treasury Note	1.50%	11/15/2023	700,000.00	673,667.97	(26,332.03)	689,024.00	15,356.03		11/30/2024	5.26%	\$ 5,680.33	\$ -	\$ 22,316.65	153
US Treasury	91282ABT7	US Treasury Note	0.25%	11/15/2023	675,000.00	623,900.39	(51,099.61)	641,094.75	17,194.36		7/31/2025	4.92%	\$ 353.09	\$ -	\$ 19,725.12	396
US Treasury	91282CGJ9	US Treasury Note	3.88%	11/30/2023	1,000,000.00	983,515.62	(16,484.38)	990,230.00	6,714.38		3/31/2025	5.17%	\$ 12,916.67	\$ -	\$ 29,823.81	274
US Treasury	91282CH22	US Treasury Note	1.25%	12/21/2023	900,000.00	798,647.55	(101,352.45)	796,644.00	(2,003.55)		6/30/2028	3.99%	\$ 5,930.71	\$ -	\$ 17,690.14	1461
FNMA	3135G0QZ2	Gov. Agency Debenture	1.88%	12/21/2023	900,000.00	845,676.00	(54,324.00)	846,387.00	711.00		9/24/2026	4.22%	\$ 4,359.38	\$ -	\$ 19,224.14	816
US Treasury	91282CH22	US Treasury Note	2.75%	1/2/2024	1,000,000.00	960,354.91	(39,645.09)	949,650.00	(10,704.91)		7/31/2027	3.95%	\$ 2,167.12	\$ -	\$ 19,025.75	1126
US Treasury	91282CH22	US Treasury Note	3.63%	3/1/2024	1,800,000.00	1,775,185.72	(24,814.28)	1,749,510.00	(25,675.72)		5/31/2028	3.97%	\$ 24,067.63	\$ -	\$ 32,061.96	1431
JP Morgan Chase	46647PDC8	Corporate Bond	4.85%	3/1/2024	1,400,000.00	1,396,538.00	(3,462.00)	1,385,874.00	(10,654.00)	1,131.90	7/31/2027	4.93%	\$ 15,131.90	\$ -	\$ 28,319.84	1120
US Bancorp	31159HJF8	Corporate Bond	4.55%	2/5/2024	1,000,000.00	989,200.00	(10,800.00)	977,660.00	(11,540.00)	1,642.33	7/22/2027	4.89%	\$ 15,642.33	\$ -	\$ 19,440.46	1117
Treasury	91282CHB0	US Treasury Note	3.63%	2/23/2024	1,175,000.00	1,151,962.92	(23,037.08)	1,151,041.75	(921.17)		5/15/2026	4.56%	\$ 9,595.30	\$ -	\$ 18,568.45	684
FFCB	3130AXB31	Gov. Agency Debenture	4.88%	2/27/2024	1,000,000.00	1,003,060.00	3,060.00	1,000,830.00	(2,230.00)		3/13/2026	4.72%	\$ 2,979.17	\$ -	\$ 16,052.33	621
FFCB	3133EPJUS	Gov. Agency Debenture	4.13%	3/28/2024	1,700,000.00	1,687,981.00	(12,019.00)	1,681,487.00	(6,494.00)	1,558.33	3/20/2029	4.28%	\$ 1,558.33	\$ -	\$ 18,681.03	1724
US Treasury	91282BSM8	US Treasury Note	3.13%	4/20/2024	1,200,000.00	1,123,832.14	(76,167.86)	1,140,048.00	16,215.86		11/15/2028	4.69%	\$ 1,545.34	\$ -	\$ 9,066.06	1599
Cisco Systems	17275BRB2	Corporate Bond	4.85%	5/15/2024	1,000,000.00	999,130.00	(870.00)	1,000,130.00	1,000.00	10,643.06	1/26/2029	4.87%	\$ 10,643.06	\$ -	\$ 6,135.64	1671
Home Depot	437076CW0	Corporate Bond	4.90%	5/17/2024	1,000,000.00	1,001,790.00	1,790.00	1,002,070.00	280.00	4,355.56	3/15/2029	4.86%	\$ 4,355.56	\$ -	\$ 5,862.18	1719
Treasury	91282CJR3	US Treasury Note	3.75%	5/31/2024	1,200,000.00	1,154,629.02	(45,370.98)	1,169,952.00	15,322.98		12/31/2028	4.68%	\$ 3,708.79	\$ -	\$ 45,112.24	1645
American Honda	02665WEY3	Corporate Bond	4.95%	6/27/2024	1,000,000.00	995,640.00	(4,360.00)	994,580.00	(1,060.00)	22,962.50	1/9/2026	5.25%	\$ 22,962.50	\$ -	\$ 430.16	558
Subtotal					\$ 51,186,000.00	\$ 49,614,554.67	\$ (1,571,445.33)	\$ 49,813,673.32	\$ 199,118.55	\$ 42,293.68			\$ 1,017,271.02	\$ 516,166.52	\$ 1,460,452.89	
BNY MM		Money Market				61,190.12		61,190.12	0.00			0.00%				1
LAIF		State Investment Pool				16,516,009.29		16,455,165.01	(60,844.28)			4.48%			\$ 564,204.21	1
						66,191,754.08		\$ 66,330,028.35	\$ 138,274.27	\$ 42,293.68			\$ 1,017,271.02	\$ 516,166.52	\$ 2,024,657.10	
Matured Assets																
PNC Financial	60949LAM0	Corporate Bond	3.80%	2/7/2022	1,000,000.00	1,033,470.00	33,470.00				7/25/2023	1.49%	\$ 55,733.33	\$ 20,987.56	\$ 1,032.85	
US Treasury	91282CCN9	US Treasury Note	0.13%	1/13/2022	1,200,000.00	1,188,375.00	(11,625.00)				7/31/2023	0.75%	\$ 2,323.37	\$ 13,176.45	\$ 766.36	
Toyota Motor Credit	89236THA6.1	Corporate Bond	1.35%	4/12/2021	500,000.00	510,580.00	10,580.00				8/25/2023	0.45%	\$ 15,993.75	\$ 5,065.91	\$ 350.67	
Toyota Motor Credit	89236THA6	Corporate Bond	1.35%	1/11/2022	1,100,000.00	1,107,315.00	7,315.00				8/25/2023	0.94%	\$ 24,090.00	\$ 15,144.57	\$ 1,585.23	
US Treasury	91282CD66	US Treasury Note	0.25%	1/31/2022	1,100,000.00	1,085,222.44	(14,777.56)				9/30/2023	1.07%	\$ 4,570.74	\$ 16,417.94	\$ 2,932.91	
American Honda	02665WCQ2	Corporate Bond	3.98%	9/14/2021	950,000.00	1,012,871.00	62,871.00				10/10/2023	0.93%	\$ 17,362.15	\$ 7,316.05	\$ 1,141.03</	

Town of Los Gatos
Investment Transaction Detail
June 30, 2024

Date	Cusip/Id	Description	Transaction Type	Trade Date	Settlement Date	Par	Coupon	Maturity Date	Price	Principal	Interest	Transaction Total
6/4/2024	Cash-USD	Cash-USD	SHORT TERM INVESTMENT FUND INCOME	6/4/2024	6/4/2024	407.99	0.00%		100.00	-	-	407.99
6/17/2024	91282CGA3	USA TREASURY 4% 15DEC2025	BOND INTEREST	6/15/2024	6/15/2024	2,100,000	400.00%	12/15/2025	-	-	42,000.00	42,000.00
6/17/2024	46625HRS1	JPMORGAN CHASE & CO 3.2% 15JUN2026 (CALLABLE 15MAR26)	BOND INTEREST	6/15/2024	6/15/2024	500,000	320.00%	6/15/2026	-	-	8,000.00	8,000.00
6/21/2024	3130AQF65	FEDERAL HOME LOAN BANK 1.25% 21DEC2026	BOND INTEREST	6/21/2024	6/21/2024	1,300,000	125.00%	12/21/2026	-	-	8,125.00	8,125.00
6/27/2024	02665WEY3	AMERICAN HONDA FINANCE 4.95% 09JAN2026	PURCHASE	6/25/2024	6/27/2024	1,000,000	495.00%	1/9/2026	99.56	995,640.00	22,962.50	1,018,602.50
6/27/2024	02665WCZ2	AMERICAN HONDA FINANCE 2.4% 27JUN2024	REDEMPTION	6/27/2024	6/27/2024	1,000,000.00	240.00%	6/27/2024	100.00	1,000,000.00	-	1,000,000.00
6/27/2024	02665WCZ2	AMERICAN HONDA FINANCE 2.4% 27JUN2024	BOND INTEREST	6/27/2024	6/27/2024	1,000,000.00	240.00%	6/27/2024	-	-	12,000.00	12,000.00

Town of Los Gatos
Insight ESG Ratings as of June 30, 2024

Security Description	Maturity Date	Par/Shares	S&P Rating	Moody Rating	Insight ESG Rating	Environment	Social	Governance
AMERICAN HONDA FINANCE 2.4% 27JUN2024	6/27/2024	\$ 1,000,000	A-	A3	3	3	3	3
HONEYWELL INTERNATIONAL 2.3% 15AUG2024 (CALLABLE 15JUL24)	8/15/2024	\$ 1,000,000	A	A2	4	3	4	4
PEPSICO INC 2.85% 24FEB2026 (CALLABLE 24NOV25)	46077	\$ 1,000,000	A+	A1	2	2	2	2
HOME DEPOT INC. 3% 01APR2026 (CALLABLE 01JAN2026)	46113	\$ 1,000,000	A	A2	3	3	2	3
JPMORGAN CHASE & CO 3.2 15JUN2026 (CALLABLE 15MAR26)	6/15/2026	\$ 500,000	A-	A1	3	1	3	4
APPLE INC. 2.9% 12SEP2027 (CALLABLE 12JUN27)	9/12/2027	\$ 1,300,000	AA+	Aaa	4	1	4	5
TOYOTA MOTOR CREDIT CORP 5.45% 10NOV2027	11/10/2027	\$ 1,600,000	A+	A1	3	2	3	4
AMERICAN HONDA FINANCE 4.7% 12JAN2028	1/12/2028	\$ 600,000	A-	A3	3	3	3	3
PNC BANK NA 3.25% 22JAN2028 (CALLABLE 01 FEB28)	1/22/2028	\$ 1,000,000	A	A2	3	2	3	3
COLGATE-PALMOLIVE CO 4.6% 01MAR2028 (CALLABLE 01FEB28)	3/1/2028	\$ 500,000	A+	Aa3	3	3	3	3
US BANCORP 4.548% 22JUL2028 (CALLABLE 22JUL27)	7/22/2028	\$ 1,000,000	A	A3	4	3	4	4
JPMORGAN CHASE & CO 4.851% 25JUL2028 (CALLABLE 25JUL28)	7/25/2028	\$ 1,400,000	A-	A1	3	1	3	4
CISCO INC. 4.85% 26FEB2029 (CALLABLE 26JAN2029)	47175	\$ 1,000,000	AA-	A1	2	1	3	3
HOME DEPOT INC. 4.9% 15APR2029 (CALLABLE 15MAR2029)	4/15/2029	\$ 1,000,000	A	A2	3	3	2	3
Total/Average		\$ 13,900,000			3.1	2.2	3.0	3.4

*ESG ratings are from 1 to 5, with 1 as the highest rating and 5 as the lowest. All ratings are weighted by industry rankings, based on the importance of the category within the individual industry.

Fund Schedule

ITEM NO. 3.

Fund Number	Fund Description	Prior Year Carryforward 7/1/2023	Increase/ (Decrease) July - May	June 2024				Estimated Fund Balance 6/30/2024*
				Current Revenue	Current Expenditure	Transfer In	Transfer Out	
111	GENERAL FUND							
	Non-Spendable:							
	Loans Receivable	159,000	-	-	-	-	-	159,000
	Restricted Fund Balances:							
	Pension	1,400,163	-	-	-	-	-	1,400,163
	Land Held for Resale	44,338	-	-	-	-	-	44,338
	Committed Fund Balances:							
	Budget Stabilization	6,129,774	-	-	-	-	-	6,129,774
	Catastrophic	6,129,775	-	-	-	-	-	6,129,775
	Pension/OPEB	300,000	-	-	-	-	-	300,000
	Measure G District Sales Tax	590,581	-	-	-	-	-	590,581
	Assigned Fund Balances:							
	Open Space	410,000	-	-	-	-	-	410,000
	Sustainability	140,553	-	-	-	-	-	140,553
	Capital/Special Projects	10,359,577	-	-	-	-	-	10,359,577
	Carryover Encumbrances	37,698	-	-	-	-	-	37,698
	Compensated Absences	1,580,623	-	-	-	-	-	1,580,623
	ERAF Risk Reserve	689,608	-	-	-	-	-	689,608
	Council Priorities - Economic Recovery	1,556,614	-	-	-	-	-	1,556,614
	Unassigned Fund Balances:							
	Other Unassigned Fund Balance Reserve (Pre YE distribution)	-	1,258,430	7,152,070	(4,317,102)	-	-	4,093,398
	General Fund Total	29,528,304	1,258,430	7,152,070	(4,317,102)	-	-	33,621,702

* Interfund transfers and ARPA funding allocation to be performed as part of the fiscal year end closing entries.

Fund Schedule

ITEM NO. 3.

Fund Number	Fund Description	Prior Year Carryforward 7/1/2023	Increase/ (Decrease) July - May	June 2024				Estimated Fund Balance 6/30/2024*
				Current Revenue	Current Expenditure	Transfer In	Transfer Out	
	SPECIAL REVENUE							
211/212	CDBG	166,653	-	-	-	-	-	166,653
222	Urban Runoff (NPDES)	629,843	80,923	59,992	(30,342)	-	-	740,416
231-236	Landscape & Lighting Districts	176,964	(2,904)	17,298	(10,153)	-	-	181,205
251	Los Gatos Theatre	74,991	57,400	8,064	(21,010)	-	-	119,445
711-716	Library Trusts	530,173	56,258	-	(5,984)	-	-	580,447
	Special Revenue Total	1,578,624	191,677	85,354	(67,489)	-	-	1,788,166
	CAPITAL PROJECTS							
411	GFAR - General Fund Appropriated Reserve	21,725,837	(1,536,956)	155,618	(1,187,464)	-	-	19,157,035
412	Community Center Development	-	866,281	-	-	-	-	866,281
421	Grant Funded Projects	(406,890)	804,520	(53,042)	(3,208,685)	-	-	(2,864,097)
461-463	Storm Basin Projects	3,218,331	191,430	1,626	-	-	-	3,411,387
471	Traffic Mitigation Projects	431,079	-	-	-	-	-	431,079
472	Utility Undergrounding Projects	3,438,996	24,027	-	-	-	-	3,463,023
481	Gas Tax Projects	1,671,245	(74,744)	310,502	-	-	-	1,907,003
	Capital Projects Total	30,078,598	274,558	414,704	(4,396,149)	-	-	26,371,711
	INTERNAL SERVICE FUNDS							
611	Town General Liability	212,022	(25,112)	(888,061)	(29,046)	-	-	(730,197)
612	Workers Compensation	514,813	(620,831)	36,298	(16,731)	-	-	(86,451)
621	Information Technology	2,474,618	(45,597)	150,691	(32,437)	-	-	2,547,275
631	Vehicle & Equipment Replacement	2,413,719	671,082	275,275	(73,524)	-	-	3,286,552
633	Facility Maintenance	927,700	23,667	292,413	(220,855)	-	-	1,022,925
	Internal Service Funds Total	6,542,872	3,209	(133,384)	(372,593)	-	-	6,040,104
	Trust/Agency							
942	RDA Successor Agency	(6,187,789)	(1,666,215)	1,718,441	(38)	-	-	(6,135,601)
	Trust/Agency Fund Total	(6,187,789)	(1,666,215)	1,718,441	(38)	-	-	(6,135,601)
	Total Town	61,540,609		9,237,185	(9,153,371)	-	-	61,686,082

* Interfund transfers and ARPA funding allocation to be performed as part of the fiscal year end closing entries.

Deposit Accounts of Interest:

111-23541 General Plan Update deposit account balance \$722,202.04

111-23521 BMP Housing deposit account balance \$4,021,280.60



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO. 4.

ITEM NO: 4

DATE: August 15, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt a Revised Resolution Rescinding Resolution 2024-041 and Making Determinations and Approving the Reorganization of an Uninhabited Area Designated as El Gato Lane No. 06, Approximately 0.563 Acres Pre-Zoned R-1:8. APN 523-22-007. Annexation Application AN24-001. Project Location: 15575 El Gato Lane. Property Owner: Sai Kiran Garimella and Renu Sushma Kolli. Applicant: Barzin Keyhankhadiv.

RECOMMENDATION:

Adopt a revised resolution (Attachment 2) rescinding Resolution 2024-041 (Attachment 1) and making determinations and approving the reorganization of an uninhabited area designated as El Gato Lane No. 06, approximately 0.563 acres, located at 15575 El Gato Lane (Attachment 3).

BACKGROUND:

On June 4, 2024, the annexation was introduced at a Town Council meeting. On June 18, 2024, the Town Council adopted a resolution making determinations and approving the annexation request (Attachment 1).

After the June 18, 2024, Town Council meeting, staff submitted certified copies of the adopted Resolution approving the annexation, as well as the annexation description and map to the Santa Clara County Local Agency Formation Commission (LAFCO) and the State Board of Equalization for review and certification.

On July 16, 2024, LAFCO notified the Town that a revision was required to the adopted Resolution to include detachment from the Santa Clara County Lighting Service Area. The revised Resolution includes this action item.

PREPARED BY: Maria Chavarin
Assistant Planner

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Community Development Department Director

SUBJECT: El Gato Lane No. 06/AN24-001

DATE: August 15, 2024

CONCLUSION:

Staff recommends that the Council adopt a revised resolution (Attachment 2) rescinding Resolution 2024-041 (Attachment 1) and making determinations and approving the reorganization of an uninhabited area designated as El Gato Lane No. 06, approximately 0.563 acres, located at 15575 El Gato Lane (APN 523-22-007).

COORDINATION:

The preparation of this report was coordinated with LAFCO.

FISCAL IMPACT:

Once the annexation is certified by the State Board of Equalization, the Town will receive approximately 9.3 percent of the property taxes.

ENVIRONMENTAL ASSESSMENT:

The project is exempt pursuant to the California Environmental Quality Act Guidelines under Section 15061(b)(3): Review for Exemption, in that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. A Notice of Exemption will not be filed.

Attachments:

1. Resolution 2024-041
2. Revised Resolution, with Exhibit A – Geographic Description, and Exhibit B – Plat Map
3. Location Map

RESOLUTION 2024-041**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
MAKING DETERMINATIONS AND APPROVING THE REORGANIZATION
OF AN UNINHABITED TERRITORY DESIGNATED AS
EL GATO LANE NO. 06**

**APN: 523-22-007
APPROXIMATELY 0.563 ACRES
ANNEXATION APPLICATION: AN24-001
PROPERTY LOCATION: 15575 EL GATO LANE
PROPERTY OWNERS: SAI KIRAN GARIMELLA AND RENU SUSHMA KOLLI
APPLICANT: BARZIN KEYHANKHADIV**

WHEREAS, the Town Council of the Town of Los Gatos has received a request for annexation of territory designated as El Gato Lane No. 06 from Sai Kiran Garimella and Renu Sushma Kolli; and

WHEREAS, the property, is approximately 0.187 acres and includes 0.376 acres of County street right-of-way (El Gato Lane) for a total of 0.563 acres, located at 15575 El Gato Lane, APN: 523-22-007, is within 300 feet of a Town boundary, and within the Town's Urban Service Area; and

WHEREAS, the following special districts would be affected by the proposal: Santa Clara County Lighting Service Area; and

WHEREAS, the annexation would provide for use of Town services; and

WHEREAS, the Town Council enacted Ordinance 1267 in 1975 pre-zoning the subject territory with a R-1:8 (single-family residential, 8,000 square foot minimum lot size) zoning designation; and

WHEREAS, the Town of Los Gatos, as Lead Agency for environmental review for the reorganization, has determined annexation of the subject property is exempt from the

California Environmental Quality Act guidelines, pursuant to Section 15061(b)(3); and

WHEREAS, the County Surveyor of Santa Clara County has found the description and map (Exhibits A and B) to be in accordance with Government Code Section 56757, the boundaries to be definite and certain, and the proposal to be in compliance with LAFCO's road annexation policies; and

WHEREAS, as provided in Government Code Section 56757, the Town Council of the Town of Los Gatos shall be the conducting authority for a reorganization including an annexation to the Town; and

WHEREAS, the territory is uninhabited and all owners of land included in the proposal have consented to this annexation; and

WHEREAS, the Town Council held a public hearing to hear any protests on June 18, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the that the Town Council of the Town of Los Gatos does as follows:

1. That it is the conducting authority pursuant to Section 56757 of the Government Code for the annexation of property designated as El Gato Lane No. 06, more particularly described in Exhibits A and B;
2. That the following findings are made by the Town Council of the Town of Los Gatos:
 - a. Said territory is uninhabited and comprises approximately 0.563 acres;
 - b. The annexation is consistent with the orderly annexation of territory within the Town's Urban Service Area and is consistent with the Town policy of annexing when required by the Town's agreement with the County of Santa Clara;
 - c. The project is exempt from the California Environmental Quality Act (CEQA) under Title 14 Code of Regulations, Chapter 3: Guidelines for the Implementation of CEQA Section 15061(b)(3): Review for Exemption;

- d. The Town Council enacted Ordinance 1267 in 1975 pre-zoning the subject territory with a R-1:8 (single-family residential, 8,000 square foot minimum lot size) zoning designation;
 - e. The territory is within the Town's Urban Service Area as adopted by the Local Agency Formation Commission of Santa Clara County;
 - f. The County Surveyor has determined the boundaries of the proposed annexation to be definite and certain, and in compliance with the Commission's road annexation policies. The County Surveyor has been reimbursed for the actual cost incurred by the County Surveyor in making this determination;
 - g. The proposed annexation will not create an area in which it would be difficult to provide municipal services;
 - h. The proposed annexation does not split lines of assessment or ownership;
 - i. The proposed annexation is consistent with the Town's General Plan;
 - j. The territory to be annexed is located within 300 feet of a Town boundary; and
 - k. The Town has complied with all conditions imposed by the Commission for inclusion of the territory in the Town's Urban Service Area.
- 3. That all owners of land within the affected territory have provided written consent to the reorganization and no protests have been received;
 - 4. That upon completion of these reorganization proceedings the territory described in Exhibit A will be annexed to the Town of Los Gatos; and
 - 5. That upon completion of these reorganization proceedings the territory reorganized will be taxed on the regular County assessment roll, including taxes for existing bonded indebtedness.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los

Gatos, California, held on the 18th day of June, 2024, by the following vote:

COUNCIL MEMBERS:

AYES: Maria Ristow, Rob Rennie, Rob Moore, Matthew Hudes, Mayor Mary Badame

NAYS: None

ABSENT: None

ABSTAIN: None

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: 6/20/2024

EXHIBIT A
EL GATO LANE NO. 6
ANNEXATION TO THE TOWN OF LOS GATOS
GEOGRAPHIC DESCRIPTION

DESCRIBED REAL PROPERTY IN THE RANCHO RINCONADA DE LOS GATOS, UNINCORPORATED AREA OF LOS GATOS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS:

ALL OF LOT 52 AND A PORTION OF EL GATO LANE AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "TRACT NO. 1168 EL GATO TERRACE," WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MARCH 2, 1954 IN BOOK 48 OF MAPS AT PAGE 13, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 56; AS SHOWN THAT CERTAIN MAP ENTITLED, "TRACT NO. 1168 EL GATO TERRACE," WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MARCH 2, 1954 IN BOOK 48 OF MAPS AT PAGE 13; POINT OF BEGINNING ALSO LIES ON THE SOUTHERLY LINE OF EL GATO LANE NO. 1 ANNEXATION;

THENCE, (1) SOUTH 77° 33' 45" WEST, 60.00 FEET TO THE EASTERLY LINE OF EL GATO LANE.

THENCE, (2) ALONG THE EASTERLY LINE OF EL GATO LANE, SOUTH 12° 26' 15" EAST, 273.00 FEET ;

THENCE, (3) SOUTH 77° 33' 45" WEST, 60.00 FEET TO THE WESTERLY LINE OF EL GATO LANE ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 52;

THENCE, (4) ALONG THE SOUTHERLY LINE OF SAID LOT 52, SOUTH 77° 33' 45" WEST, 149.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 52;

THENCE, (5) ALONG THE WESTERLY LINE OF SAID LOT 52, NORTH 12° 26' 15" WEST, 54.60 FEET TO THE NORTHWEST CORNER OF SAID LOT 52;

THENCE, (6) ALONG THE NORTHERLY LINE OF SAID LOT 52, NORTH 77° 33' 45" EAST, 149.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 52;

THENCE, (7) ALONG THE WESTERLY LINE OF EL GATO AVENUE, NORTH 12° 26' 15" WEST, 218.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 24,515 SQUARE FEET, MORE OR LESS.

DISCLAIMER:

FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS A BASIS FOR AND OFFER FOR SALE OF THE LAND DESCRIBED.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.



3-28-2024

Louis Wade Hammond

PAGE 1 OF 2

LOS GATOS
ALMADEN RD**EXHIBIT B**LOT GATOS TOWN LIMITS
EL GATO
LANE NO. 1
N77°33'45"ELOCATION MAP
NO SCALE
LINDA AVESITE
EL GATO LNESCOBAR
AVE.**POINT OF
BEGINNING**COURSES:

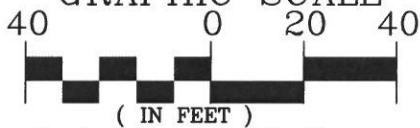
- 1 NORTH 77° 33' 45" EAST, 60.00'
 - 2 SOUTH 12° 26' 15" EAST, 273.00'
 - 3 SOUTH 77° 33' 45" WEST, 60.00'
 - 4 SOUTH 77° 33' 45" WEST, 149.00'
 - 5 NORTH 12° 26' 15" WEST, 54.60'
 - 6 NORTH 77° 33' 45" EAST, 149.00'
 - 7 NORTH 12° 26' 15" WEST, 218.40'
- AREA: 24,515 SQUARE FEET
0.563 ACRES

LOT 56

LOT 55

LOT 54

LOT 53

GRAPHIC SCALE

1 inch = 40 ft.

1"=40'

APN: 523-22-041

5

APN:
523-22-040

54.60'

N12°26'15"W

APN: 523-22-006
149.00'

6

N77°33'45"E

LOT 52
48 MAPS 13
15575 EL GATO LANE
LOS GATOS
APN: 523-22-007

S77°33'45"W

149.00'

4

APN: 523-22-008

24,515 SQ. FT.

3

S77°33'45"W

60.00'



3-28-2024

Louis Wade Hammond

SHEET 2 OF 2

L. Wade Hammond
Licensed Land Surveyor No. 6163
36660 Newark Blvd. Suite C
Newark, California 94560

EL GATO
LANE
NO. 2

BEING A PORTION OF RANCHO
RINCONADA DE LOS GATOS

DISCLAIMER:
FOR ASSESSMENT PURPOSES ONLY. THIS
DESCRIPTION OF LAND IS NOT A LEGAL
PROPERTY DESCRIPTION AS DEFINED IN
THE SUBDIVISION MAP ACT AND MAY
NOT BE USED AS A BASIS FOR AND
OFFER FOR SALE OF THE LAND
DESCRIBED.

LEGENDDESCRIBED AREA
ADJOINING LOT LINES

DRAFT RESOLUTION 2024-

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
RESCINDING RESOLUTION 2024-041 AND
MAKING DETERMINATIONS AND APPROVING THE REORGANIZATION OF AN
UNINHABITED TERRITORY DESIGNATED AS
EL GATO LANE NO. 06**

**APN: 523-22-007
APPROXIMATELY 0.563 ACRES
ANNEXATION APPLICATION: AN24-001
PROPERTY LOCATION: 15575 EL GATO LANE
PROPERTY OWNERS: SAI KIRAN GARIMELLA AND RENU SUSHMA KOLLI
APPLICANT: BARZIN KEYHANKHADIV**

WHEREAS, the Town Council of the Town of Los Gatos has received a request for annexation of territory designated as El Gato Lane No. 06 from Sai Kiran Garimella and Renu Sushma Kolli; and

WHEREAS, the property, is approximately 0.187 acres and includes 0.376 acres of County street right-of-way (El Gato Lane) for a total of 0.563 acres, located at 15575 El Gato Lane, APN: 523-22-007, is within 300 feet of a Town boundary, and within the Town's Urban Service Area; and

WHEREAS, the following special districts would be affected by the proposal: Santa Clara County Lighting Service Area; and

WHEREAS, the annexation would provide for use of Town services; and

WHEREAS, the Town Council enacted Ordinance 1267 in 1975 pre-zoning the subject territory with a R-1:8 (single-family residential, 8,000 square foot minimum lot size) zoning designation; and

WHEREAS, the Town of Los Gatos, as Lead Agency for environmental review for the reorganization, has determined annexation of the subject property is exempt from the

California Environmental Quality Act guidelines, pursuant to Section 15061(b)(3); and

WHEREAS, the County Surveyor of Santa Clara County has found the description and map (Exhibits A and B) to be in accordance with Government Code Section 56757, the boundaries to be definite and certain, and the proposal to be in compliance with LAFCO's road annexation policies; and

WHEREAS, as provided in Government Code Section 56757, the Town Council of the Town of Los Gatos shall be the conducting authority for a reorganization including an annexation to the Town; and

WHEREAS, the territory is uninhabited and all owners of land included in the proposal have consented to this annexation; and

WHEREAS, the Town Council held a public hearing to hear any protests on June 18, 2024.

WHEREAS, Resolution 2024-041 indicates that the Santa Clara County Lighting Service Area will be affected by the annexation, but does not resolve that the territory will be detached from the Santa Clara County Lighting Service Area;

WHEREAS, the Local Agency Formation Commission stated that the Resolution should include detachment from the Santa Clara County Lighting Service Area as part of the action items.

NOW, THEREFORE, BE IT RESOLVED, that the that the Town Council of the Town of Los Gatos does as follows:

1. That it rescinds Resolution 2024-041 and replaces it with this Resolution;

2. That it is the conducting authority pursuant to Section 56757 of the Government Code for the annexation of property designated as El Gato Lane No. 06, more particularly described in Exhibits A and B;
3. That the following findings are made by the Town Council of the Town of Los Gatos:
 - a. Said territory is uninhabited and comprises approximately 0.563 acres;
 - b. The annexation is consistent with the orderly annexation of territory within the Town's Urban Service Area and is consistent with the Town policy of annexing when required by the Town's agreement with the County of Santa Clara;
 - c. The project is exempt from the California Environmental Quality Act (CEQA) under Title 14 Code of Regulations, Chapter 3: Guidelines for the Implementation of CEQA Section 15061(b)(3): Review for Exemption;
 - d. The Town Council enacted Ordinance 1267 in 1975 pre-zoning the subject territory with a R-1:8 (single-family residential, 8,000 square foot minimum lot size) zoning designation;
 - e. The territory is within the Town's Urban Service Area as adopted by the Local Agency Formation Commission of Santa Clara County;
 - f. The County Surveyor has determined the boundaries of the proposed annexation to be definite and certain, and in compliance with the Commission's road annexation policies. The County Surveyor has been reimbursed for the actual cost incurred by the County Surveyor in making this determination;
 - g. The proposed annexation will not create an area in which it would be difficult to provide municipal services;
 - h. The proposed annexation does not split lines of assessment or ownership;
 - i. The proposed annexation is consistent with the Town's General Plan;
 - j. The territory to be annexed is located within 300 feet of a Town boundary; and
 - k. The Town has complied with all conditions imposed by the Commission for inclusion of the territory in the Town's Urban Service Area.
4. That all owners of land within the affected territory have provided written consent to the reorganization and no protests have been received;

5. That upon completion of these reorganization proceedings the territory described in Exhibit A will be annexed to the Town of Los Gatos and will be detached from the Santa Clara County Lighting Service Area; and
6. That upon completion of these reorganization proceedings the territory reorganized will be taxed on the regular County assessment roll, including taxes for existing bonded indebtedness.

DRAFT

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los

Gatos, California, held on the 20TH day of August 2024, 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: _____

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EXHIBIT A
EL GATO LANE NO. 6
ANNEXATION TO THE TOWN OF LOS GATOS
GEOGRAPHIC DESCRIPTION

ITEM NO. 4.

DESCRIBED REAL PROPERTY IN THE RANCHO RINCONADA DE LOS GATOS, UNINCORPORATED AREA OF LOS GATOS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS:

ALL OF LOT 52 AND A PORTION OF EL GATO LANE AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "TRACT NO. 1168 EL GATO TERRACE," WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MARCH 2, 1954 IN BOOK 48 OF MAPS AT PAGE 13, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 56; AS SHOWN THAT CERTAIN MAP ENTITLED, "TRACT NO. 1168 EL GATO TERRACE," WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MARCH 2, 1954 IN BOOK 48 OF MAPS AT PAGE 13; POINT OF BEGINNING ALSO LIES ON THE SOUTHERLY LINE OF EL GATO LANE NO. 1 ANNEXATION;

THENCE, (1) SOUTH 77° 33' 45" WEST, 60.00 FEET TO THE EASTERLY LINE OF EL GATO LANE.

THENCE, (2) ALONG THE EASTERLY LINE OF EL GATO LANE, SOUTH 12° 26' 15" EAST, 273.00 FEET ;

THENCE, (3) SOUTH 77° 33' 45" WEST, 60.00 FEET TO THE WESTERLY LINE OF EL GATO LANE ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 52;

THENCE, (4) ALONG THE SOUTHERLY LINE OF SAID LOT 52, SOUTH 77° 33' 45" WEST, 149.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 52;

THENCE, (5) ALONG THE WESTERLY LINE OF SAID LOT 52, NORTH 12° 26' 15" WEST, 54.60 FEET TO THE NORTHWEST CORNER OF SAID LOT 52;

THENCE, (6) ALONG THE NORTHERLY LINE OF SAID LOT 52, NORTH 77° 33' 45" EAST, 149.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 52;

THENCE, (7) ALONG THE WESTERLY LINE OF EL GATO AVENUE, NORTH 12° 26' 15" WEST, 218.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 24,515 SQUARE FEET, MORE OR LESS.

DISCLAIMER:

FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS A BASIS FOR AND OFFER FOR SALE OF THE LAND DESCRIBED.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.



3-28-2024

Wade Hammond

LOS GATOS
ALMADEN RD**EXHIBIT B**LOT GATOS TOWN LIMITS
EL GATO
LANE NO. 1
N77°33'45"E

L. Wade Hammond

Licensed Land Surveyor No. 61
36660 Newark Blvd. Suite C
Newark, California 94560EL GATO
LANE
NO. 2BEING A PORTION OF RANCHO
RINCONADA DE LOS GATOSLOCATION MAP
NO SCALESITE
EL GATO LN
LINDA AVEESCOBAR
AVE.**POINT OF
BEGINNING**COURSES:

- 1 NORTH 77° 33' 45" EAST, 60.00'
 - 2 SOUTH 12° 26' 15" EAST, 273.00'
 - 3 SOUTH 77° 33' 45" WEST, 60.00'
 - 4 SOUTH 77° 33' 45" WEST, 149.00'
 - 5 NORTH 12° 26' 15" WEST, 54.60'
 - 6 NORTH 77° 33' 45" EAST, 149.00'
 - 7 NORTH 12° 26' 15" WEST, 218.40'
- AREA: 24,515 SQUARE FEET
0.563 ACRES

LOT 56

LOT 55

LOT 54

LOT 53

APN: 523-22-006
149.00'

N77°33'45"E

LOT 52
48 MAPS 1315575 EL GATO LANE
LOS GATOS
APN: 523-22-007

S77°33'45"W

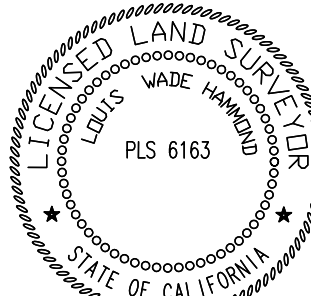
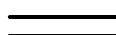
149.00'

APN: 523-22-008

24,515 SQ. FT.

S77°33'45"W

60.00'

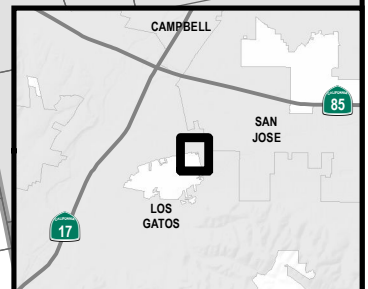
**LEGEND**DESCRIBED AREA
ADJOINING LOT LINES

DISCLAIMER:
FOR ASSESSMENT PURPOSES ONLY. THIS
DESCRIPTION OF LAND IS NOT A LEGAL
PROPERTY DESCRIPTION AS DEFINED IN
THE SUBDIVISION MAP ACT AND MAY
NOT BE USED AS A BASIS FOR AND
OFFER FOR SALE OF THE LAND
DESCRIBED.

3-28-2024

Louis Wade Hammond




SHEET 2 OF 2

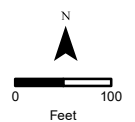


County of Santa Clara
Department of Planning and Development
County Government Center, East Wing
70 West Hedding St., 7th Floor
San Jose, California 95110

EXHIBIT A
El Gato Lane No. 6
0.56 acres +/-

Prepared for the Office of the County Surveyor
March 28, 2024
August Hanks, County Surveyor

-  Area of Annexation
-  Incorporated Lands
-  Unincorporated Lands



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**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO: 5

ITEM NO. 5.

DATE: August 15, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute an Agreement for Services with Air Systems Inc. for Heating Ventilation and Air Conditioning (HVAC)
Unanticipated Repair Services for a Total Agreement Amount of \$3,481

RECOMMENDATION:

Authorize the Town Manager to execute an Agreement for Services (Attachment 1) with Air Systems Inc. for Heating Ventilation and Air Conditioning (HVAC) unanticipated repair services for a total agreement amount of \$3,481.

REMARKS:

The Town of Los Gatos had an agreement with Air Systems Inc. from 2019 through June 30, 2024. Due to multiple emergency repairs and adjustments needed to cool the Library during a heatwave in the last month of the agreement, \$3,481 is owed to the vendor, exceeding the limit for unanticipated repairs by \$2,409.85. The Town has not paid any part of this invoice since only \$1,071.15 remains in the agreement and it is not the Town's practice to pay a portion of an invoice.

Since the prior agreement expired on June 30, 2024 and the Town has an outstanding invoice for \$3,481, the Town Council is being asked to authorize the Town Manager to execute a new, limited term agreement with Air Systems Inc. to facilitate payment of the outstanding invoice.

Air Systems Inc. has had a successful work history with the Town for over five years and has a separate, current five-year agreement with the Town for HVAC repairs and preventative maintenance. This contract period began on July 1, 2024 and cannot be used to pay invoices for the prior Fiscal Year or under the prior contract.

PREPARED BY: Dan Keller
Facilities & Environmental Services Manager

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

PAGE 2 OF 2

SUBJECT: Authorize the Town Manager to Execute an Agreement for Services with Air Systems Inc. for Heating Ventilation and Air Conditioning (HVAC) Unanticipated Services for a Total Agreement Amount of \$3,481

DATE: August 9, 2024

FISCAL IMPACT:

There are sufficient funds in the FY 2023/24 Adopted Operating Budget (Facilities Maintenance) for this agreement.

ENVIRONMENTAL ASSESSMENT:

In accordance with CEQA Guidelines Section 15378(b)(5), approval of this agreement is not a project subject to CEQA because it is an administrative activity that will not impact the environment.

Attachment:

1. Agreement for Services with Air Systems Inc. with Exhibit A Prior Agreement

AGREEMENT FOR SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on this 20th of August by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town"), and Air Systems, Inc. ("Service Provider"), identified as a C Corporation and whose address is 940 Remillard Court, San Jose, CA 95122. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town had an agreement with Service Provider through June 30, 2024.
- 1.2 Service Provider performed work under the prior agreement that exceeded the agreement amount.
- 1.3 Town desires to pay Service Provider for the services provided under the prior agreement.
- 1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider in the prior agreement and this subsequent agreement.

II. AGREEMENT

- 2.1 Scope of Services. Service Provider provided services as described in the prior agreement (Exhibit A).
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin July 1, 2024, through September 30, 2024, to allow payment of the invoice under the prior agreement, subject to appropriation of funds, notwithstanding any other provision in this agreement.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

- 2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.
- 2.6 Compensation: Compensation for services in the amount **not to exceed \$3,481** inclusive of all costs.
- 2.7 Billing. The Town has an invoice dated 6/20/24 for services rendered in the last month the prior agreement.
- 2.8 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.

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

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

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

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

3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.

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

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.
- 4.4.1 The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.
- 4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
- 4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and

subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

- 4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
- 4.4.5 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
- 4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
- 4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney's fee relating to such fine.
- 4.4.9 The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code

Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

- 4.5 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.
- 4.6 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

Air Systems Inc.
940 Remillard Court
San Jose, CA 95122

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

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

IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos by:

Air Systems, Inc. by:

Laurel Prevetti, Town Manager

Marty Cull, Executive Vice President, and
Chief Financial Officer

Recommended by:

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk

FIRST AMENDMENT TO PURCHASE AND SERVICE AGREEMENT

ITEM NO. 5.

This First Amendment to the Purchase and Service Agreement is dated for identification this 7th day of September 2021 and amends that certain Purchase and Service Agreement dated November 25, 2019, made by and between the Town of Los Gatos, ("Town,") and Air Systems Inc. ("Supplier").

RECITALS

- A. Town and Supplier entered into a Purchase and Service Agreement on November 25, 2019, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to increase the annual compensation in Year 2 in the amount of \$2,573.52 for missed invoicing for both Preventative Maintenance and Unforeseen Repairs during Fiscal Year 2020/21.

AMENDMENT

1. Section 2.6 Compensation is amended to read:

Compensation for the supplies and materials delivered and for Service Provider's professional services is as follows:

Routine heating, ventilation, and air conditioning (HVAC) services

Year 1 = \$29,183

Year 2 = \$50,731.62

Year 3 = \$50,028

Year 4 = shall not exceed \$50,028 annually. Payment shall be based upon Town approval prior to each task being completed.

Year 5 = shall not exceed \$50,028 annually. Payment shall be based upon Town approval prior to each task being completed.

(Total = \$229,998.62)

Unanticipated maintenance and repairs

Year 1 = \$30,000

Year 2 = \$32,049.90

Year 3 = \$30,000

Year 4 = shall not exceed \$30,000 annually. Payment shall be based upon Town approval prior to each task being completed.

Year 5 = shall not exceed \$30,000 annually. Payment shall be based upon Town approval prior to each task being completed.

(Total = \$152,049.90)

For a total agreement amount not to exceed \$382,048.52.

All other terms and conditions of the Agreement remain in full force and effect.

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

Town of Los Gatos

Air Systems Inc.

DocuSigned by:
By: Laurel Prevetti 10/11/2021
853FEEA2EB39470...
Laurel Prevetti, Town Manager

DocuSigned by:
Joseph Barton 10/5/2021
3594CE1338FC487...
Name
Assistant Sales Manager
Title

Department Approval:

DocuSigned by:
Matt Morley 10/6/2021
BBA0B3B0D8F4484...
Matt Morley
Director of Parks and Public Works

Approved as to Form:

Attest:

DocuSigned by:
Robert W. Schultz 10/9/2021
2FE0938555B744C...
Robert Schultz, Town Attorney

DocuSigned by:
Shelley Neis 10/11/2021
B9066F65B1F34F6...
Shelley Neis, MMC, CPMC, Town Clerk

AGR 20.00

ITEM NO. 5.

IHH

AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification this 25th day of November 2019 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") AIR SYSTEMS, INC. ("Service Provider"), whose address is 940 Remillard Court, San Jose, CA 95122. This Agreement is made with reference to the following facts. This contract will remain in effect from December 1, 2019 to June 30, 2024.

I. RECITALS

- 1.1 Town sought proposals for the purchase described in this Agreement, and Service Provider was found to be the lowest responsible Service Provider for this purchase.
- 1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 The Town desires to engage Service Provider to provide HVAC Preventative Maintenance and Repair Services.
- 1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENTS

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on May 22, 2019, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin on December 1, 2019 and will continue through June 30, 2024, subject to appropriation of funds, notwithstanding any other provision in this agreement.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Service Provider's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.

2.6 Compensation. Compensation for the supplies and materials delivered and for Service Provider's professional services is as follows:

- Routine heating, ventilation, and air conditioning (HVAC) services
 - Year 1 (December 2019 through June 30, 2020) shall not exceed \$29,183, inclusive of all costs.
 - Years 2-5 shall not exceed \$50,028 annually, inclusive of all costs. ✓

(Total = \$229,295)

- Unanticipated maintenance and repairs
 - shall not exceed \$30,000 annually. Payment shall be based upon Town approval prior to each task being completed. ✓

(Total = \$150,000)

For a total contract amount not to exceed \$379,295. ✓

2.7 Billing. Billing shall be by invoice within thirty (30) days of the rendering of the services and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider's offices during business hours upon written request of the Town.
- 2.9 Failure to Perform. It is mutually agreed by SERVICE PROVIDER and TOWN that in the event that performance of the work by SERVICE PROVIDER under this Agreement is not completed as scheduled, TOWN will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, SERVICE PROVIDER shall pay to TOWN the sum of one hundred dollars (\$100.00) per location per scheduled service in liquidated damages for every missed service in addition to reducing the monthly payment by the cost of that service. In the event that the liquidated damages are not paid, SERVICE PROVIDER agrees that TOWN may deduct the amount of unpaid damages from any money due or that may become due to SERVICE PROVIDER under this Agreement.
- 2.10 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.11 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.
- 2.12 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements

with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

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


III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

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

- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any sub-contractor.
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IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 4.3 Warranty. Service Provider shall remedy any defects due to faulty materials and/or workmanship and pay for any damages to other work and/or existing facilities resulting therefrom which shall appear within a period of one year from the date of recording of final acceptance.
- 4.4 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.5 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.6 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.
- 4.6.1 The applicable California prevailing wage rate can be found at: www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

- 4.6.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
- 4.6.3 Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
- 4.6.4 Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
- 4.6.5 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
- 4.6.6 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
- 4.6.7 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified

payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.

- 4.6.8 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 4.6.9 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
- 4.7 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.
- 4.8 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.9 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:
- | | |
|---------------------|---------------------|
| Town of Los Gatos | Air Systems, Inc. |
| Attn: Town Clerk | 940 Remillard Court |
| 110 E. Main Street | San Jose, CA 95122 |
| Los Gatos, CA 95030 | |
- OR personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.
- 4.10 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.11 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this

Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

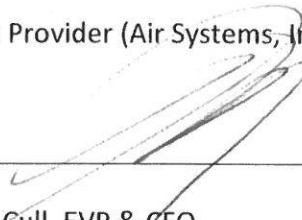
IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos by:



Laurel Prevetti, Town Manager

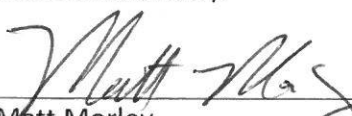
Service Provider (Air Systems, Inc.) by:



Martin Cull, EVP & CFO

Title

Recommended by:



Matt Morley

Director of Parks and Public Works

Approved as to Form:



Robert Schultz, Town Attorney

Attest:



Shelley Neis, CMC, Town Clerk



HVAC RFP Cost Summary 2019

ITEM NO. 5.

Bid Item	Location	Basic Services Description	Air Systems, Inc.		
			Cost/Month	Times Per Year	Annual Cost
1	Civic Center	HVAC Maintenance	\$1,376	12	\$16,512
2	Adult Rec Center	HVAC Maintenance	\$853	12	\$10,236
3	Youth Rec Center	HVAC Maintenance	\$111	12	\$1,332
4	Library	HVAC Maintenance	\$1,122	12	\$13,464
5	Police Ops	HVAC Maintenance	\$378	12	\$4,536
6	Service Center	HVAC Maintenance	\$329	12	\$3,948
			\$4,169		\$50,028
Additional Services T & M			Cost		
7	Plumbing Service - Straight Time				n/a
8	Plumbing Service -Overtime				n/a
9	HVAC Service Calls - Straight Time				\$145/hr
10	HVAC Service Calls -- Overtime				\$217.5/hr
11	HVAC Service Calls - Holidays				\$290/hr
12	Service Truck Charge				\$50/call out
13	Material Mark Up				25%
14	Minimum Call Out Charge				\$195/call out



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO. 6.

ITEM NO: 6

DATE: August 8, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve Purchase Orders with Baker and Taylor for Up to \$135,000 for Fiscal Year (FY) 2024/25 and for Payment of Remaining Invoices that Exceed Previously Established Purchase Order Amounts for FY 2023/24

RECOMMENDATION:

Approve purchase orders with Baker and Taylor for up to \$135,000 for FY 2024/25 and for payment of remaining invoices that exceed previously established purchase order amounts for FY 2023/24.

BACKGROUND:

The Library works with several book distributors to purchase books and other Library materials. Baker and Taylor is a discount distributor of published materials working directly with major publishers. The Library has frequently used Baker and Taylor as one of their purchasing channels for over thirty years to obtain high-demand books and other published materials at discounted prices.

DISCUSSION:

The Town's Purchasing Policy requires that all purchase orders and agreements that exceed \$100,000 be approved by the Town Council. The Library anticipates purchases up to \$135,000 in FY 2024/25 with this vendor. The purchase order constitutes the agreement between the parties.

PREPARED BY: Ryan Baker
Library Director

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

SUBJECT: Library Purchase Order Authorization

DATE: August 20, 2024

DISCUSSION (continued):

Additionally, some FY 2023/24 invoices totaling approximately \$4,000 were received and/or processed after a June adjustment to the FY 2023/24 Baker and Taylor purchase order (PO) and also necessitate Council approval at this time for payment. The previously approved PO amount for FY 2023/24 was not to exceed \$115,800, which will need to be adjusted to a not exceed amount of \$119,800.

FISCAL IMPACT:

There is no fiscal impact associated with this item. Funds are already budgeted in the appropriate line items to cover the changes in full.

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: 08/20/2024

ITEM NO: 7

ITEM NO. 7.

DATE: August 7, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute a Three-Year Agreement with Los Gatos-Saratoga Union High School District and Los Gatos Union Elementary School District for School Resource Officer Services for the Period August 21, 2024 through June 30, 2027, and Approve a FY 2024/25 Revenue Budget Increase in the Amount of \$4,974.90 to Match the Proposed Agreement Term and Agreement Amount

RECOMMENDATION:

Authorize the Town Manager to execute a two-year agreement with Los Gatos-Saratoga Union High School District and Los Gatos Union Elementary School District for School Resource Officer services for the period August 21, 2024 through June 30, 2027, and approve a FY 2024/25 revenue budget increase in the amount of \$4,974.90 to match the proposed agreement term and agreement amount.

BACKGROUND:

Since 2008, the Town of Los Gatos, the Los Gatos-Saratoga Union High School District (LGSUHSD), and Los Gatos Union School District (LGUSD) have participated in an agreement for one School Resource Officer (SRO) that works in the local schools with the costs shared between the two school districts and the Town.

In October of 2022, after further review and evaluation by all the involved parties, it was determined that a revision to the previous year agreement for SRO services was necessary to maintain efficiencies and priorities of the SRO Program. At that time, all parties agreed to a two-year cost sharing agreement of 50% Town of Los Gatos, 36% LGSUHSD District, and 14% LGUSD for SRO services.

PREPARED BY: Clinton Tada
Support Services Captain

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

PAGE 2 OF 3

SUBJECT: Authorize the Town Manager to Execute a Three-Year Agreement with Los Gatos-Saratoga Union High School District and Los Gatos Union Elementary School District for School Resource Officer Services for the Period Starting August 21, 2024 through June 30, 2027

DATE: August 7, 2024

BACKGROUND (Continued):

The Los Gatos-Saratoga Union High School District Board of Trustees and Los Gatos Union School District Board of Trustees respectively unanimously approved a two-year SRO cost sharing agreement which expired on June 30, 2024. At the termination of the previous agreement, all parties mutually desired to enter into a revised SRO agreement with continued cost-sharing of SRO services for additional years using the same cost-sharing percentages.

DISCUSSION:

The Los Gatos-Monte Sereno Police Department and School Districts have maintained a strong community partnership through open communication with students, staff, and school administration. The Department continues to foster the tradition of the SRO program while being adaptable to change to ensure campus and student safety within the schools. The goals for the SRO program remain unchanged: to promote and focus on campus and student safety while building community relationships and maintaining a healthy learning environment.

As result of staff salary increases in accordance with Police Officers' Association Memorandum of Understanding for FY 2024 through FY 2027, a new SRO agreement includes the increased cost-sharing amounts for all parties. Staff met with the School District Superintendents to discuss the newly proposed three-year SRO agreement with the cost-sharing increases. All parties agreed to bring the proposed agreement forward to their respective governing bodies for approval and execution authority.

On August 6, 2024, the Los Gatos-Saratoga Union High School District Board of Trustees unanimously approved the proposed SRO Services Agreement. The Los Gatos Union School District Board of Trustees will consider the new agreement on August 15, 2024. All parties anticipate full approval and authority with a prospective agreement start date of August 21, 2024.

CONCLUSION:

Staff recommends Town Council authorize the Town Manager to execute an agreement with Los Gatos-Saratoga Union High School District and Los Gatos Union Elementary School District for School Resource Officer Services for the period August 21, 2024 through June 30, 2027, and to approve a FY 2024/25 revenue budget increase in the amount of \$4,974.90 to match the proposed agreement term and agreement amount.

PAGE 3 OF 3

SUBJECT: Authorize the Town Manager to Execute a Three-Year Agreement with Los Gatos-Saratoga Union High School District and Los Gatos Union Elementary School District for School Resource Officer Services for the Period Starting August 21, 2024 through June 30, 2027

DATE: August 7, 2024

FISCAL IMPACT:

The fiscal impact is summarized in the table below. Based on the SRO restructured cost-sharing agreement, a FY 2024/25 budget adjustment of \$4,974.90 in increased revenue is requested.

The Fiscal Year 2024/25 revenue is adjusted by two months of prorated costs based on an agreement start date of August 21, 2024, with updated Police Officer Association MOU salary compensation for the term of this agreement.

The agreement is for one full-time equivalent Sworn Officer position including salary and benefits. Anticipated SRO salary and benefit costs have already been included in the Town's expenditure budget and will be offset by the cost-sharing revenues received under this agreement. Upon execution of this agreement and reimbursement from the Los Gatos-Saratoga Union High School District and the Los Gatos Union School District, the Town will be responsible for 50% of the one full-time equivalent SRO sworn officer position.

Below is a breakdown of the annual cost-sharing amounts for all parties:

FY 24/25 – FY 26/27 SRO TOTAL COST-SHARING CONTRIBUTIONS			
	FY 24/25	FY 25/26	FY 26/27
HIGH SCHOOL DISTRICT 36%	\$122,921.20 *	\$156,666.00	\$164,817.72
LOS GATOS UNION 14%	\$47,802.70 *	\$60,925.68	\$64,095.84
TOWN OF LOS GATOS 50%	\$239,013.34 **	\$217,591.77	\$228,914.00
Total	\$409,737.24	\$435,183.45	\$457,827.56

*Prorated amount based on 10 of 12 installment payments

**Adjusted amount due to cost-sharing proration

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. SRO Services Agreement for August 21, 2024 Through June 30, 2027
2. SRO Scope of Work – “Exhibit A” to SRO Services Agreement
3. SRO Service Agreement FY 2022 – FY 2024 - Redlined

**AGREEMENT BETWEEN THE LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT, LOS GATOS
UNION ELEMENTARY SCHOOL DISTRICT, AND
THE TOWN OF LOS GATOS FOR SCHOOL RESOURCE OFFICER SERVICES**

This contract is dated for identification this 12th day of August 2024 and is made by and between the LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT, (hereinafter "HIGH SCHOOL DISTRICT"), the LOS GATOS UNION SCHOOL DISTRICT (hereinafter "LOS GATOS UNION") and the TOWN OF LOS GATOS (hereinafter "TOWN"), a California General Law City. HIGH SCHOOL DISTRICT, LOS GATOS UNION, and TOWN may be referred to as "Party" or "Parties" in this Agreement. This agreement shall take effect on August 21, 2024 and remain in effect until June 30, 2027.

I. RECITALS

- 1.1 HIGH SCHOOL DISTRICT, LOS GATOS UNION, and TOWN desire to continue the formalized relationship and joint cooperative effort for a shared funding strategy between the participating entities for school resource officer services. The School Resource Officer Program (SRO) aims to foster an efficient and cohesive program building positive relationships between law enforcement and the youth of our community.

NOW, THEREFORE in consideration of the recitals and mutual promises contained herein, the Parties agree as follows:

II. AGREEMENTS

- 2.1 The Los Gatos-Monte Sereno Police Department shall assign one (1) sworn law enforcement officer to serve as SRO based on the "SRO Scope of Work" (contained in "Exhibit A") and specified hours of service agreed upon within this agreement. The Los Gatos-Monte Sereno Police Department shall retain the exclusive right to exercise the customary functions of management. The Los Gatos-Monte Sereno Police Department reserves the right to remove the SRO at any time if Police Department staffing levels fall below acceptable norms.
- 2.2 The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Police Department. Responsibility for the conduct of the SRO, both personally, and professionally, shall remain solely with the Los Gatos-Monte Sereno Police Department. The SRO is employed and retained by the Los Gatos-Monte Sereno Police Department, and in no event will be considered an employee of the respective entities.
- 2.3 The Police Department and the School District shall each name a contact person who will monitor the program. Each principal will designate a contact person for the school to facilitate communication.
- 2.4 Under this framework, the SRO is first and foremost a law enforcement officer for the providing law enforcement agency. The SRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall always remain under the control, through the chain of command, of the law enforcement agency. All acts of commission or omission shall conform to the guidelines of the providing law enforcement agency directives.

School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.

2.5 The “SRO Scope of Work” is attached in “Exhibit A” of this agreement which covers specified SRO services provided, SRO hours of service, and SRO other duties and responsibilities while not serving under this agreement.

2.6 All Parties agree to provide funding for the school resource officer on an annual basis, to cover expenses including salary and benefits. Beginning September 1, 2024, Town shall invoice High School District and Los Gatos Union for SRO services in 12 monthly installments, annually. All invoices are due upon receipt. Fiscal year 2024/2025 is prorated two months based on the execution date of this new agreement.

All Parties shall contribute toward the total overall cost of the School Resource Officer as follows:

FY 24/25 & 25/26 SRO TOTAL COST SHARING AGREEMENT			
	FY 24/25	FY 25/26	FY 26/27
HIGH SCHOOL DISTRICT 36%	\$122,921.20	\$156,666.00	\$164,817.72
LOS GATOS UNION 14%	\$47,802.70	\$60,925.68	\$64,095.84
TOWN Of LOS GATOS 50%	\$239,013.34	\$217,591.77	\$228,914.00
Total	\$409,737.24	\$435,183.45	\$457,827.56

SRO MONTHLY PAYMENT SCHEDULE FY 2024/2025 - FY 2026/2027						
MONTH	HIGH SCHOOL DISTRICT FY2024/2025	HIGH SCHOOL DISTRICT FY2025/2026	HIGH SCHOOL DISTRICT FY2026/2027	LOS GATOS UNION FY2024/2025	LOS GATOS UNION FY2025/2026	LOS GATOS UNION FY2026/2027
July	N/A	\$13,055.50	\$13,734.81	N/A	\$5,077.14	\$5,341.32
August	N/A	\$13,055.50	\$13,734.81	N/A	\$5,077.14	\$5,341.32
September	\$12,292.12	\$13,055.50	\$13,734.81	\$4,780.27	\$5,077.14	\$5,341.32
October	\$12,292.12	\$13,055.50	\$13,734.81	\$4,780.27	\$5,077.14	\$5,341.32
November	\$12,292.12	\$13,055.50	\$13,734.81	\$4,780.27	\$5,077.14	\$5,341.32
December	\$12,292.12	\$13,055.50	\$13,734.81	\$4,780.27	\$5,077.14	\$5,341.32
January	\$12,292.12	\$13,055.50	\$13,734.81	\$4,780.27	\$5,077.14	\$5,341.32
February	\$12,292.12	\$13,055.50	\$13,734.81	\$4,780.27	\$5,077.14	\$5,341.32
March	\$12,292.12	\$13,055.50	\$13,734.81	\$4,780.27	\$5,077.14	\$5,341.32
April	\$12,292.12	\$13,055.50	\$13,734.81	\$4,780.27	\$5,077.14	\$5,341.32
May	\$12,292.12	\$13,055.50	\$13,734.81	\$4,780.27	\$5,077.14	\$5,341.32
June	\$12,292.12	\$13,055.50	\$13,734.81	\$4,780.27	\$5,077.14	\$5,341.32
TOTAL	\$122,921.20	\$156,666.00	\$164,817.72	\$47,802.70	\$60,925.68	\$64,095.84

- 2.7 The TOWN will present an annual report to the Boards of Trustees of LOS GATOS UNION and the HIGH SCHOOL DISTRICT by the end of the school year, or as soon as possible following the school year. This report will inform the Boards about services provided to the LOS GATOS UNION and HIGH SCHOOL DISTRICT throughout the year, both on site at the elementary, middle school, High School and in the neighboring community. This report will be presented by the Chief of Police or Designee and the School Resource Officer.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Mutual indemnification. Each Party agrees to indemnify, hold harmless, and defend the other Parties, their elected and appointed officials, employees, and agents, from any and all liabilities, claims, or losses of any nature, including attorney fees, to the extent caused by, arising out of, or in connection with, the indemnifying Party's acts or omissions pursuant to this Agreement.
- 3.2 Each party to the agreement will hold all other parties harmless.

IV. TERM AND TERMINATION OF AGREEMENT

- 4.1 This Agreement shall take effect August 21, 2024 and remain in effect through June 30, 2027, unless terminated as set forth in this Agreement. At the termination date of this Agreement the parties authorize the Chief of Police or designee and High School District and Los Gatos Union School District Superintendents or designees to execute an amendment extending the term of this agreement until a new agreement is executed, but in no event shall the extension amendment exceed more than 90 days from the date of agreement termination.
- 4.2 All parties have the right to terminate this agreement, with or without cause. The terminating party must give all other parties 60 days prior written notice thereof.
- 4.3 Notice of termination, in writing, may be issued by the Police Chief or Superintendents of the respective entities. If one or more schools terminate, each terminating school shall remain liable for any unpaid monthly obligation incurred prior to or after the termination through the end of that fiscal year for services rendered by the Town, pursuant to this Agreement.
- 4.4 This Agreement represents the entire agreement between High School District, Los Gatos Union, and Town. All prior or contemporaneous oral or written agreements by and between the parties and their agents and representatives with respect to the matters in this Agreement are revoked and extinguished by this Agreement.
- 4.5 No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.6 In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.7 Any notices required pursuant to this Agreement shall be deemed to be properly given and mailed postage prepaid and addressed to:

TOWN OF LOS GATOS

Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

With a copy to:

Jamie Field, Police Chief
110 E. Main Street
Los Gatos, CA 95030

LOS GATOS-SARATOGA UNION SCHOOL DISTRICT

17421 Farley Road West
Los Gatos, CA 95032

LOS GATOS UNION SCHOOL DISTRICT

17010 Roberts Road
Los Gatos, CA 95032

IN WITNESS WHEREOF, this Agreement is executed by LOS GATOS-SARATOGA HIGH SCHOOL DISTRICT, LOS GATOS UNION, and LOS GATOS.

APPROVED AS TO CONTENT:

FOR THE TOWN OF LOS GATOS:

Paul Johnson
Los Gatos Union School District
Superintendent

Laurel Prevetti, Town Manager

Recommended by:

Bill Sanderson
Los Gatos-Saratoga Union High School District
Superintendent

Jamie Field, Chief of Police

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk

"EXHIBIT A"**SCOPE OF WORK SCHOOL RESOURCE OFFICER (SRO)****MISSION:**

The Los Gatos-Monte Sereno Police Department as part of the Town of Los Gatos (TOWN), HIGH SCHOOL DISTRICT, and LOS GATOS UNION, seeks to ensure an efficient and cohesive SRO program, building positive relationships between law enforcement, students, and school employees. The goal of the program is to create and maintain a safe school environment, while reducing crime and providing a law enforcement resource to school administrators, faculty, and students.

SRO ROLE AND RESPONSIBILITIES:

The SRO acts in accordance with the recommended National Association of School Resource Officers (NASRO) three roles of law enforcement officer, teacher, and informal counselor/mentor; however, they do not enforce academic school rules or policies or become involved with matters that are strictly related to school discipline issues. Los Gatos-Monte Sereno Police Department as part of the TOWN, HIGH SCHOOL DISTRICT, and LOS GATOS UNION have identified specific responsibilities of the SRO while serving at the schools to include:

- Build collaborative working relationships with students, campus administrative staff and school faculty through positive interaction.
- Provide formalized education to students and faculty on approved topics related to campus safety and preventative education related to illegal/criminal activity.
- Assist school administrators with the development and deployment of campus safety and emergency response plans.
- Act as a law enforcement liaison and member of the HIGH SCHOOL DISTRICT Behavioral Intervention Team (BIT) program.
- When requested, attend special activities, assemblies, or programs during school hours.
- Maintain law enforcement safety presence in and around school campuses related to crime deterrence and prevention, Safe Routes to School traffic safety, and promoting positive student, staff, and community interaction.

SERVICE HOURS:

SRO schedule will be defined in accordance with TOWN personnel rules and Police Officer's Association Memorandum of Understanding.

- SRO will work four days/week, 10 hour/days from 0700-1700 hours.
- SRO work week will be Tuesday to Friday, unless otherwise directed.

- SRO will be assigned to dedicated SRO duties and presence at the schools in accordance with the School Districts' Academic Attendance Calendar and during in-service academic hours. The remainder of the SRO daily shift hours will be allocated to the Investigations Division, where the SRO will be assigned to the investigation of Juvenile Crimes or as directed by his/her immediate supervisor.
- Any additional work outside the allotted hours per week or special event presence needed by the SRO at a specific school or district function, will require HIGH SCHOOL DISTRICT and / or LOS GATOS UNION to reimburse TOWN at the special events officer rate per hour.
- During the summer months and when there are extended breaks in the academic schedule, the SRO will be reassigned to the Patrol Division and not responsible for SRO functions.
- Calls for service at the campuses of HIGH SCHOOL DISTRICT or LOS GATOS UNION requiring a police response when the SRO is not on campus or on duty, shall be referred to Police Dispatch for a patrol officer response.

SUPERVISION, EVALUATION, SELECTION:

- The SRO position will be supervised by the Investigations Sergeant and will be assigned to the Investigations Division.
- The SRO performance evaluations will be completed by the TOWN, SRO's immediate supervisor, with input and feedback from HIGH SCHOOL DISTRICT and LOS GATOS UNION school representatives/liaisons.
- The SRO position will be filled according to the Police Department selection process. The TOWN will make the final selection of any SRO, in consultation with the HIGH SCHOOL and LOS GATOS UNION.

TRAINING:

- The SRO position is considered a specialized assignment within the Police Department, requiring specialized training.
- The SRO is employed by the TOWN and is entitled to approved leaves of absence, required training, and other time off in accordance with TOWN personnel rules and POA MOU. Should there be an extended break in service by the SRO for any unforeseen circumstance, TOWN will identify a temporary or permanent replacement to fulfill SRO duties.

INFORMATION SHARING:

- It is the understanding of the HIGH SCHOOL DISTRICT, LOS GATOS UNION, and TOWN that confidentiality and a student's right to privacy are of the utmost importance in the administration of these services. Therefore, student records shall be kept confidential in accordance with all applicable laws and professional standards.

**AGREEMENT BETWEEN THE LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT, LOS GATOS
UNION ELEMENTARY SCHOOL DISTRICT, AND
THE TOWN OF LOS GATOS FOR SCHOOL RESOURCE OFFICER SERVICES**

This contract is dated for identification this 12th 1st day of ~~October 2022~~August 2024 and is made by and between the LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT, (hereinafter "HIGH SCHOOL DISTRICT"), the LOS GATOS UNION SCHOOL DISTRICT (hereinafter "LOS GATOS UNION") and the TOWN OF LOS GATOS (hereinafter "TOWN"), a California General Law City. HIGH SCHOOL DISTRICT, LOS GATOS UNION, and TOWN may be referred to as "Party" or "Parties" in this Agreement. This agreement shall take effect on ~~October 1, 2022~~August 21, 2024 and remain in effect until June 30, 20274.

I. RECITALS

- 1.1 HIGH SCHOOL DISTRICT, LOS GATOS UNION, and TOWN desire to continue the formalized relationship and joint cooperative effort for a shared funding strategy between the participating entities for school resource officer services. The School Resource Officer Program (SRO) aims to foster an efficient and cohesive program building positive relationships between law enforcement and the youth of our community.

NOW, THEREFORE in consideration of the recitals and mutual promises contained herein, the Parties agree as follows:

II. AGREEMENTS

- 2.1 The Los Gatos-Monte Sereno Police Department shall assign one (1) sworn law enforcement officer to serve as SRO based on the "SRO Scope of Work" (contained in "Exhibit A") and specified hours of service agreed upon within this agreement. The Los Gatos-Monte Sereno Police Department shall retain the exclusive right to exercise the customary functions of management. The Los Gatos-Monte Sereno Police Department reserves the right to remove the SRO at any time if Police Department staffing levels fall below acceptable norms.
- 2.2 The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Police Department. Responsibility for the conduct of the SRO, both personally, and professionally, shall remain solely with the Los Gatos-Monte Sereno Police Department. The SRO is employed and retained by the Los Gatos-Monte Sereno Police Department, and in no event will be considered an employee of the respective entities.
- 2.3 The Police Department and the School District shall each name a contact person who will monitor the program. Each principal will designate a contact person for the school to facilitate communication.
- 2.4 Under this framework, the SRO is first and foremost a law enforcement officer for the providing law enforcement agency. The SRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall always remain under the control, through the chain of command, of the law enforcement agency. All acts of commission or

omission shall conform to the guidelines of the providing law enforcement agency directives. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.

2.5 The "SRO Scope of Work" is attached in "Exhibit A" of this agreement which covers specified SRO services provided, SRO hours of service, and SRO other duties and responsibilities while not serving under this agreement.

2.6 All Parties agree to provide funding for the school resource officer on an annual basis, to cover expenses including salary and benefits. Beginning September 1, 2024, Town shall invoice High School District and Los Gatos Union for SRO services in 12 monthly installments, annually. All invoices are due upon receipt. Fiscal year 2024/2025 is prorated three-two months based on LOS GATOS UNION and HIGH SCHOOL DISTRICT payments beginning October 1, 2022; the execution date of this new agreement.

All Parties shall contribute toward the total overall cost of the School Resource Officer as follows:

FY 24/25 & 25/26 SRO TOTAL COST SHARING AGREEMENT			
	FY 24/25	FY 25/26	FY 26/27
HIGH SCHOOL DISTRICT 36%	<u>\$89,504.46 (9 months)</u> <u>122,921.20</u>	<u>\$119,339.28</u> <u>156,666.00</u>	<u>\$164,817.72</u>
LOS GATOS UNION 14%	<u>\$34,807.29 (9 months)</u> <u>47,802.70</u>	<u>\$46,409.72</u> <u>60,925.68</u>	<u>\$64,095.84</u>
TOWN <u>Of LOS GATOS</u> 50%	<u>\$207,186.25 (12 months)</u> <u>239,013.34</u>	<u>\$165,749.00</u> <u>217,591.77</u>	<u>\$228,914.00</u>
Total	<u>\$331,498.00</u><u>409,737.24</u>	<u>\$331,498.00</u><u>435,183.45</u>	<u>\$457,827.56</u>

SRO MONTHLY PAYMENT SCHEDULE FY 2024/2025 - FY 2026/2027						
MONTH	HIGH SCHOOL DISTRICT FY2024/2025	HIGH SCHOOL DISTRICT FY2025/2026	HIGH SCHOOL DISTRICT FY2026/2027	LOS GATOS UNION FY2024/2025	LOS GATOS UNION FY2025/2026	LOS GATOS UNION FY2026/2027
<u>July</u>	<u>N/A</u>	<u>\$13,055.50</u>	<u>\$13,734.81</u>	<u>N/A</u>	<u>\$5,077.14</u>	<u>\$5,341.32</u>
<u>August</u>	<u>N/A</u>	<u>\$13,055.50</u>	<u>\$13,734.81</u>	<u>N/A</u>	<u>\$5,077.14</u>	<u>\$5,341.32</u>
<u>September</u>	<u>\$12,292.12</u>	<u>\$13,055.50</u>	<u>\$13,734.81</u>	<u>\$4,780.27</u>	<u>\$5,077.14</u>	<u>\$5,341.32</u>
<u>October</u>	<u>\$12,292.12</u>	<u>\$13,055.50</u>	<u>\$13,734.81</u>	<u>\$4,780.27</u>	<u>\$5,077.14</u>	<u>\$5,341.32</u>
<u>November</u>	<u>\$12,292.12</u>	<u>\$13,055.50</u>	<u>\$13,734.81</u>	<u>\$4,780.27</u>	<u>\$5,077.14</u>	<u>\$5,341.32</u>
<u>December</u>	<u>\$12,292.12</u>	<u>\$13,055.50</u>	<u>\$13,734.81</u>	<u>\$4,780.27</u>	<u>\$5,077.14</u>	<u>\$5,341.32</u>
<u>January</u>	<u>\$12,292.12</u>	<u>\$13,055.50</u>	<u>\$13,734.81</u>	<u>\$4,780.27</u>	<u>\$5,077.14</u>	<u>\$5,341.32</u>
<u>February</u>	<u>\$12,292.12</u>	<u>\$13,055.50</u>	<u>\$13,734.81</u>	<u>\$4,780.27</u>	<u>\$5,077.14</u>	<u>\$5,341.32</u>
<u>March</u>	<u>\$12,292.12</u>	<u>\$13,055.50</u>	<u>\$13,734.81</u>	<u>\$4,780.27</u>	<u>\$5,077.14</u>	<u>\$5,341.32</u>
<u>April</u>	<u>\$12,292.12</u>	<u>\$13,055.50</u>	<u>\$13,734.81</u>	<u>\$4,780.27</u>	<u>\$5,077.14</u>	<u>\$5,341.32</u>
<u>May</u>	<u>\$12,292.12</u>	<u>\$13,055.50</u>	<u>\$13,734.81</u>	<u>\$4,780.27</u>	<u>\$5,077.14</u>	<u>\$5,341.32</u>

June	\$12,292.12	\$13,055.50	\$13,734.81	\$4,780.27	\$5,077.14	\$5,341.32
TOTAL	\$122,921.20	\$156,666.00	\$164,817.72	\$47,802.70	\$60,925.68	\$64,095.84

2.7 The TOWN will present an annual report to the Boards of Trustees of LOS GATOS UNION and the HIGH SCHOOL DISTRICT by the end of the school year, or as soon as possible following the school year. This report will inform the Boards about services provided to the LOS GATOS UNION and HIGH SCHOOL DISTRICT throughout the year, both on site at the elementary, middle school, High School and in the neighboring community. This report will be presented by the Chief of Police or Designee and the School Resource Officer.

III. INSURANCE AND INDEMNIFICATION

3.1 Mutual indemnification. Each Party agrees to indemnify, hold harmless, and defend the other Parties, their elected and appointed officials, employees, and agents, from any and all liabilities, claims, or losses of any nature, including attorney fees, to the extent caused by, arising out of, or in connection with, the indemnifying Party's acts or omissions pursuant to this Agreement.

3.2 Each party to the agreement will hold all other parties harmless.

IV. TERM AND TERMINATION OF AGREEMENT

4.1 This Agreement shall take effect ~~October 1~~ August 21, 2024~~2~~ and remain in effect through June 30, 202~~7~~4, unless terminated as set forth in this Agreement. At the termination date of this Agreement the parties authorize the Chief of Police or designee and High School District and Los Gatos Union School District Superintendents or designees to execute an amendment extending the term of this agreement until a new agreement is executed, but in no event shall the extension amendment exceed more than 90 days from the date of agreement termination.

4.2 All parties have the right to terminate this agreement, with or without cause. The terminating party must give all other parties 60 days prior written notice thereof.

4.3 Notice of termination, in writing, may be issued by the Police Chief or Superintendents of the respective entities. If one or more schools terminate, each terminating school shall remain liable for any unpaid monthly obligation incurred prior to or after the termination through the end of that fiscal year for services rendered by the Town, pursuant to this Agreement.

4.4 This Agreement represents the entire agreement between High School District, Los Gatos Union, and Town. All prior or contemporaneous oral or written agreements by and between

the parties and their agents and representatives with respect to the matters in this Agreement are revoked and extinguished by this Agreement.

4.5 No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

4.6 In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.7 Any notices required pursuant to this Agreement shall be deemed to be properly given and mailed postage prepaid and addressed to:

TOWN OF LOS GATOS

Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

With a copy to:

Jamie Field, Police Chief
110 E. Main Street
Los Gatos, CA 95030

LOS GATOS-SARATOGA UNION SCHOOL DISTRICT

17421 Farley Road West
Los Gatos, CA 95032

LOS GATOS UNION SCHOOL DISTRICT

17010 Roberts Road
Los Gatos, CA 95032

IN WITNESS WHEREOF, this Agreement is executed by LOS GATOS-SARATOGA HIGH SCHOOL DISTRICT, LOS GATOS UNION, and LOS GATOS.

APPROVED AS TO CONTENT:

FOR THE TOWN OF LOS GATOS:

Paul Johnson
Los Gatos Union School District
Superintendent

Laurel Prevetti, Town Manager

Recommended by:

Bill Sanderson
Los Gatos-Saratoga Union High School District
Superintendent

Jamie Field, Chief of Police

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO: 8

ITEM NO. 8.

DATE: August 12, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute a Third Amendment to the Agreement with Tyler Technologies to Increase Compensation by \$25,930 for a Total Contract Amount Not to Exceed \$1,320,991.

RECOMMENDATION:

Authorize the Town Manager to execute a third amendment (Attachment 1) to the agreement with Tyler Technologies to increase compensation by \$25,930 for a total contract amount not to exceed \$1,320,991.

BACKGROUND:

The Town of Los Gatos issued a Request for Proposal (RFP) to solicit responses from qualified firms offering proven, integrated solutions to replace the Town's current CentralSquare FinancePlus Enterprise Resource Planning (ERP) system, specifically in the areas of Finance, Human Resources, Payroll, and Miscellaneous Billing.

Tyler Technologies was the only respondent to the Town's RFP. The response to the RFP was reviewed by an inter-disciplinary Town team, evaluating the submittal based on enhanced reporting capabilities, streamlined process workflows, and self-service online services for residents, customers, and vendors.

The reviewers also assessed the proposer's demonstration of organizational, functional, and technical capabilities, as well as the experience, expertise, and qualifications necessary to provide a fully integrated and proven ERP solution to include both implementation and ongoing maintenance and support. Based on staff's overall assessment, it was decided to enter into an agreement with Tyler Technologies. Council approved this agreement at its June 21, 2022 meeting (see Attachment 2).

PREPARED BY: Sai Kim
Chief Technology Officer

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

PAGE 2 OF 2

SUBJECT: Authorize the Third Amendment to the Tyler Technologies Contract

DATE: August 12, 2024

BACKGROUND (continued):

A first amendment was executed on August 17, 2022, to add language to the insurance section of the agreement at the Town Attorney's request (see Attachment 3). A second amendment was executed on December 6th 2022, to include five years of historical data conversion (see Attachment 4).

DISCUSSION:

Staff has been working with Tyler Technologies on the implementation of the new ERP system. During the process of completing various analysis on the current and future state of the new ERP system, staff went through a deeper dive into the available modules. Through this assessment, staff identified modules that did not fit the Town's needs. The Town successfully outsourced the business license processing so there is no longer a need for the Business License module. The Contract and Bid Management modules were identified as solutions that did not fully meet the Town's requirements. An alternative solution was identified for the managing contracts and bids which has since been implemented.

Additionally, the Town had to identify the online credit card processor solution as the implementation progressed further. This resulted in the addition of the Payment Processing module with third-party credit card processors which is included in this contract amendment. The third-party credit processing fees will be passed to the customers and the fee schedule will be updated prior to go-live. The amendment includes the additional equipment required. As a result of the extended go-live date, additional project management time was also required. Tyler Technologies has also provided a credit of \$5,000 due to the challenges they are facing with the detailed General Ledger conversion.

This amendment will increase the total agreement amount \$25,930. The breakdown of additional cost is shown on the next page.

PAGE 3 OF 2

SUBJECT: Authorize the Third Amendment to the Tyler Technologies Contract

DATE: August 12, 2024

DISCUSSION (continued):

Third Amendment - Tyler Agreement		Cost
Tyler Payment Implementation		
<i>Integration Fee (Annual FY 2024/25 - FY 2026/27)</i>		
Cashiering API	\$	10,797
SnapLogic- Up to 5 Integrations	\$	12,000
<i>Additional Equipment</i>		
5 Printer (TM -S9000II)	\$	8,115
5 Cash Drawers	\$	1,300
5 Payments Lane 7000 Terminals	\$	2,645
<i>Annual PCI Service Fee (FY 2024/25 - FY 2026/27)</i>		
5 Payments PCI Service Fee per Equipment	\$	2,700
<i>Professional Services</i>		
Project Management	\$	1,480
Remote Implementation	\$	7,400
Removal of Modules Not Required		
<i>Annual Service Fee (FY 2024/25 - FY 2026/27) Removed</i>		
Bid Management	\$	(6,726)
Contract Management	\$	(6,678)
Business License	\$	(13,203)
Data Conversion		
General Ledger Conversion Credit	\$	(5,000)
Extended Project Timeline		
Additional Project Management Hours	\$	11,100
Total Additional Cost of the Third Amendment	\$	25,930

CONCLUSION:

Authorize the Town Manager to execute a Second Amendment to the Agreement with Tyler Technologies to increase compensation by \$25,930 for a total contract amount not to exceed \$1,320,991.

FISCAL IMPACT:

Sufficient funds for this amendment are available in the project budget.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Third Amendment to Tyler Technologies Agreement (Exhibit 1 Tyler Quote)
2. Original Agreement Tyler Technologies Agreement
3. First Amendment to Tyler Technologies
4. Second Amendment to Tyler Technologies



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Los Gatos, California, with offices at 110 E. Main Street, Los Gatos, California 95030 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 30, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Bid Management, Contract Management, Business Licenses.
 - a. The following Tyler Software as a Service (SaaS) are hereby removed from the Agreement as of July 1, 2024:

Bid Management (\$2,242/year)
 Contract Management (\$2,226/year)
 Business Licenses (\$4,401/year)
 - b. As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.
 - c. Additionally, Client's SaaS fees payment obligation for the above-listed software ends on the same date.
2. Project Timeline. Exhibit E (Statement of Work), Section 11.1, is hereby amended as follows:

Phase 1, Financials
 Start Date – July 2022
 Go-Live Date – February 2025

Phase 2, Human Capital Management
 Start Date – January 2023
 Go-Live Date – February 2025
3. The items set forth in the sales quotations attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:



- a. SaaS Fees. As of the first day of the first month following the Amendment Effective Date, the annual SaaS fees payable under the Agreement shall be increased by \$7,599, with a quarterly payment increase of \$1,899.75. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
 - b. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
 - c. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
 - d. Hardware Fees. Fees for Hardware are due on delivery of the respective Hardware.
 - e. Hardware Maintenance Fees. The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
4. The cost for the "5yr Detailed GL History Conversion" is hereby changed from \$30,000 to \$25,000.
 5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
 6. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Town of Los Gatos, California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Amendment Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Jennifer Wahlbrink
 Quote Expiration: 10/28/24
 Quote Name: Town of Los Gatos - ERP - Tyler Payments
 Quote Description: Passing model
 SaaS Term 1.00

Sales Quotation For:**Shipping Address:**

Town of Los Gatos
 110 E Main St Lbby
 Los Gatos CA 95030-6945

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Integrations			
Cashiering API	1	40	\$ 3,599.00
SnapLogic - Up to 5 Integrations	1	0	\$ 4,000.00
TOTAL		40	\$ 7,599.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	8	\$ 185.00	\$ 0.00	\$ 1,480.00	\$ 0.00
Remote Implementation	40	\$ 185.00	\$ 0.00	\$ 7,400.00	\$ 0.00
TOTAL				\$ 8,880.00	\$ 0.00

Payments

2024-470348-L6Y4G3

CONFIDENTIAL

Page 1

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees										
Enterprise ERP										
Enterprise ERP Payments	General Billing		3.95%	\$ 2.50				X	X	
Tyler Enterprise Payments	Code Enforcement		3.95%	\$ 2.50				X	X	
Tyler Enterprise Payments	Licenses		3.95%	\$ 2.50				X	X	
Tyler Enterprise Payments	Planning		3.95%	\$ 2.50				X	X	
Tyler Enterprise Payments	Permits		3.95%	\$ 2.50				X	X	

Payments - Other Fees										
Enterprise ERP										
Payer eCheck Cost		\$ 1.95								
eCheck Rejects		\$ 5.00								
Credit Card Chargebacks		\$ 15.00								

Payer Card Cost	Per card transaction with Visa, MasterCard, Discover, and American Express.
Payer eCheck Cost	Per electronic check transaction.
eCheck Rejects	When an eCheck transaction comes back as declined (e.g bounced check)
Credit Card Chargebacks	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit	Total
						Maint/SaaS Discount	
Payments Lane 7000 Terminal Purchase	1	\$ 529.00	\$ 0.00	\$ 529.00	\$ 0.00	\$ 0.00	\$ 0.00
Payments PCI Service Fee (Per Device)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 0.00	\$ 180.00
TOTAL				\$ 529.00			\$ 180.00

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 7,599.00
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Total Tyler Services	\$ 8,880.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 529.00	\$ 180.00
Summary Total	\$ 9,409.00	\$ 7,779.00
Contract Total	\$ 17,188.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Fees for year one of hardware maintenance will be invoiced as of the first day of the calendar month following the date the hardware is delivered and may be prorated to end coterminous with the Annual Support Maintenance term. Subsequent annual hardware maintenance fees shall be invoiced together with the Annual Support Maintenance term in accordance with the terms of the Agreement.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.



Quoted By: Jennifer Wahlbrink
 Quote Expiration: 12/01/24
 Quote Name: Town of Los Gatos-EERP-
 Additional PM Days
 Quote Description: 8-6-24 Town of Los Gatos, CA -
 Additional PM Hours

Sales Quotation For:**Shipping Address:**

Town of Los Gatos
 110 E Main St Lbby
 Los Gatos CA 95030-6945

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Non-Billable PM Hours	16	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Project Management	60	\$ 185.00	\$ 0.00	\$ 11,100.00	\$ 0.00
TOTAL				\$ 11,100.00	\$ 0.00

Summary**One Time Fees****Recurring Fees**

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 11,100.00	\$ 0.00

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Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 11,100.00	\$ 0.00
Contract Total	\$ 11,100.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

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- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
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- Fees for services included in this sales quotation shall be invoiced as indicated below.
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- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
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- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

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The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the Town of Los Gatos, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a

summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we

are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. After the Effective Date, and in coordination with the Project kickoff activities identified in the Statement of Work, we will make our project staffing assignments. Upon request, Tyler will provide you with project resumes that will demonstrate relevant experience with past projects for project team members that are allocated for onsite services. You agree that those resumes are for your information and planning purposes only.

Once our key project team members are assembled and your counterparts have been identified, both parties agree that, except for reasons outside of their control, the parties will not remove staff and personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. We agree to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to you, in order to render services in accordance with contractual requirements. If any staff turnover occurs on the Tyler project team, Client will not be responsible for any additional costs related to the aforesaid turnover.

In the event Tyler personnel are not providing services consistent with our services warranty or are otherwise negatively impacting the project, you will notify us of that deficiency and give us a reasonable opportunity to address the issue(s). In the event the deficiency persists, we will replace that project member, upon written request and demonstration of good cause. Replacement staff will be assigned following the same processes set forth above and shall have reasonably sufficient experience and project knowledge to fulfill applicable obligations under the Agreement. The foregoing notwithstanding, if the replacement personnel is providing services onsite, you shall remain liable for travel expenses incurred by such personnel, to be invoiced in accordance with the Business Travel Policy.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third

Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not

warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent

caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. To the extent permitted by the state Public Records Act, each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. In the event of litigation, venue will be in the state or federal courts located in County of Santa Clara.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment

hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata data platform is subject to the Socrata SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |
| | Schedule 1: Hyperlinked Terms |
| | Schedule 2: DocOrigin Terms |
| Exhibit E | Statement of Work |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Town of Los Gatos, CA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Town of Los Gatos
110 E Main St
Los Gatos, CA 95030

Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation to be inserted prior to Agreement execution.

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Quoted By: Jennifer Wahlbrink
 Quote Expiration: 06/17/22
 Quote Name: Town of Los Gatos-ERP-Munis
 Quote Description: 4-5-22 Town of Los Gatos, CA v.5
 SaaS Term: 5.00

Sales Quotation For:

Town of Los Gatos
 110 E Main St Lbby
 Los Gatos CA 95030-6945
 Phone: +1 (408) 354-6828

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	136	\$ 22,798.00
Accounts Payable	1	40	\$ 6,306.00
Bid Management	1	32	\$ 2,491.00
Budgeting	1	56	\$ 6,306.00
Capital Assets	1	48	\$ 5,262.00
Cash Management	1	40	\$ 3,943.00
Contract Management	1	32	\$ 2,473.00
Project & Grant Accounting	1	40	\$ 4,297.00
Purchasing	1	100	\$ 9,350.00
Vendor Access	1	32	\$ 3,898.00
Human Resources Management			
Advanced Scheduling	1	56	\$ 10,362.00
Advanced Scheduling Mobile Access	1	0	\$ 2,352.00
Employee Expense Reimbursement	1	40	\$ 2,662.00
Human Resources & Talent Management	1	88	\$ 4,843.00
Payroll w/ESS	1	168	\$ 5,921.00

Time & Attendance	1	80	\$ 7,014.00
Time & Attendance Mobile Access	1	0	\$ 2,553.00
Revenue Management			
Accounts Receivable	1	80	\$ 4,646.00
Business Licenses	1	128	\$ 4,890.00
Cashiering	1	48	\$ 8,394.00
Central Property File	1	8	\$ 1,518.00
General Billing	1	40	\$ 3,019.00
Civic Services			
Resident Access	1	52	\$ 4,646.00
Content Management			
Content Manager Core	1	40	\$ 8,865.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	88	\$ 13,186.00
Additional			
Enterprise Forms Processing (including Common Form Set)	1	0	\$ 4,818.00

Sub-Total: \$ 156,813.00

Less Discount: \$ 15,682.00

TOTAL 1472 \$ 141,131.00

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
40/60 Work Split - Tyler 40%, Remote	474	\$ 185.00	\$ 87,690.00	\$ 0.00
Enterprise Forms Processing Configuration	1	\$ 2,000.00	\$ 2,000.00	\$ 0.00
Project Management	240	\$ 185.00	\$ 44,400.00	\$ 0.00
Conversions			\$ 21,700.00	\$ 0.00
Onsite Implementation	400	\$ 210.00	\$ 84,000.00	\$ 0.00
Remote Implementation	1072	\$ 185.00	\$ 198,320.00	\$ 0.00

TOTAL**\$ 438,110.00****\$ 0.00****3rd Party Hardware, Software and Services**

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit	Total
						Maint/SaaS Discount	
Cash Drawer	1	\$ 260.00	\$ 0.00	\$ 260.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1950GSR	1	\$ 450.00	\$ 0.00	\$ 450.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	1	\$ 30.00	\$ 0.00	\$ 30.00	\$ 0.00	\$ 0.00	\$ 0.00
Printer (TM-S9000II)	1	\$ 1,623.00	\$ 0.00	\$ 1,623.00	\$ 0.00	\$ 0.00	\$ 0.00
Secure Signature System with 2 Keys	1	\$ 1,650.00	\$ 0.00	\$ 1,650.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL				\$ 4,013.00			\$ 0.00

Summary**One Time Fees****Recurring Fees**

Total Tyler Software	\$ 0.00	\$ 0.00
Total Annual	\$ 0.00	\$ 141,131.00
Total Tyler Services	\$ 438,110.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 4,013.00	\$ 0.00
Summary Total	\$ 442,123.00	\$ 141,131.00
Contract Total	\$ 1,147,778.00	
Estimated Travel Expenses excl in Contract Total	\$ 25,500.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Accounts Payable				
AP - Checks up to 5 years	1	\$ 2,600.00	\$ 0.00	\$ 2,600.00
AP - Invoice up to 5 years	1	\$ 3,400.00	\$ 0.00	\$ 3,400.00
AP Standard Master	1	\$ 1,600.00	\$ 0.00	\$ 1,600.00
Capital Assets				
CA - History	1	\$ 1,800.00	\$ 0.00	\$ 1,800.00
CA Std Master	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00
General Billing				
GB Std CID	1	\$ 1,500.00	\$ 0.00	\$ 1,500.00
Payroll				
PR Payroll - Accumulators up to 5 years	1	\$ 1,400.00	\$ 0.00	\$ 1,400.00
PR Payroll - Check History up to 5 years	1	\$ 1,200.00	\$ 0.00	\$ 1,200.00
PR Payroll - Earning/Deduction Hist up to 5 years	1	\$ 2,500.00	\$ 0.00	\$ 2,500.00
Purchasing				
Purchasing - Standard	1	\$ 2,700.00	\$ 0.00	\$ 2,700.00
TOTAL				\$ 21,700.00

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Data Insights			
Capital Projects Explorer	1	0	\$ 6,400.00
Open Finance	1	0	\$ 12,800.00
Subscription Fees			
ACFR Statement Builder	1	32	\$ 6,280.00

TOTAL:**32****\$ 25,480.00****Optional Professional Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
50/50 Work Spilt - Added to the proposed 40%, Remote	474	\$ 185.00	\$ 87,690.00	\$ 0.00
Install Fee - Capital Projects Explorer	1	\$ 2,800.00	\$ 2,800.00	\$ 0.00
Install Fee - Open Finance	1	\$ 5,600.00	\$ 5,600.00	\$ 0.00
Conversion			\$ 16,100.00	\$ 0.00
Onsite Implementation	8	\$ 210.00	\$ 1,680.00	\$ 0.00
Remote Implementation	24	\$ 185.00	\$ 4,440.00	\$ 0.00
TOTAL			\$ 118,310.00	\$ 0.00

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Koa Hills - Chart of Accounts (COA) Design Leadership	1	\$ 40,680.00	\$ 0.00	\$ 40,680.00	\$ 0.00	\$ 0.00	\$ 0.00
Pattern Stream Automated Document System - Implementation	48	\$ 185.00	\$ 0.00	\$ 8,880.00	\$ 0.00	\$ 0.00	\$ 0.00
Pattern Stream Automated Document System - SaaS	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 16,740.00	\$ 0.00	\$ 16,740.00
TOTAL				\$ 49,560.00			\$ 16,740.00

Optional Conversion Details (Prices Reflected Above)

Description	Quantity	Unit Price	Discount	Total
Business License				
Business Licenses Opt 1 - Bills	1	\$ 4,400.00	\$ 0.00	\$ 4,400.00
Business Licenses Std Master	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00

General Billing

GB - Bills up to 5 years	1	\$ 4,000.00	\$ 0.00	\$ 4,000.00
GB - Recurring Invoices	1	\$ 2,700.00	\$ 0.00	\$ 2,700.00

TOTAL**\$ 16,100.00****Tyler Annual Discount Detail (Excludes Optional Products)**

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting	\$ 22,798.00	\$ 2,280.00	\$ 20,518.00
Accounts Payable	\$ 6,306.00	\$ 631.00	\$ 5,675.00
Bid Management	\$ 2,491.00	\$ 249.00	\$ 2,242.00
Budgeting	\$ 6,306.00	\$ 631.00	\$ 5,675.00
Capital Assets	\$ 5,262.00	\$ 526.00	\$ 4,736.00
Cash Management	\$ 3,943.00	\$ 394.00	\$ 3,549.00
Contract Management	\$ 2,473.00	\$ 247.00	\$ 2,226.00
Project & Grant Accounting	\$ 4,297.00	\$ 430.00	\$ 3,867.00
Purchasing	\$ 9,350.00	\$ 935.00	\$ 8,415.00
Vendor Access	\$ 3,898.00	\$ 390.00	\$ 3,508.00
Human Resources Management			
Advanced Scheduling	\$ 10,362.00	\$ 1,036.00	\$ 9,326.00
Advanced Scheduling Mobile Access	\$ 2,352.00	\$ 235.00	\$ 2,117.00
Employee Expense Reimbursement	\$ 2,662.00	\$ 266.00	\$ 2,396.00
Human Resources & Talent Management	\$ 4,843.00	\$ 484.00	\$ 4,359.00
Payroll w/ESS	\$ 5,921.00	\$ 592.00	\$ 5,329.00
Time & Attendance	\$ 7,014.00	\$ 701.00	\$ 6,313.00
Time & Attendance Mobile Access	\$ 2,553.00	\$ 255.00	\$ 2,298.00
Revenue Management			
Accounts Receivable	\$ 4,646.00	\$ 465.00	\$ 4,181.00
Business Licenses	\$ 4,890.00	\$ 489.00	\$ 4,401.00
Cashiering	\$ 8,394.00	\$ 839.00	\$ 7,555.00
Central Property File	\$ 1,518.00	\$ 152.00	\$ 1,366.00
General Billing	\$ 3,019.00	\$ 302.00	\$ 2,717.00

Civic Services			
Resident Access	\$ 4,646.00	\$ 465.00	\$ 4,181.00
Content Management			
Content Manager Core	\$ 8,865.00	\$ 887.00	\$ 7,978.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	\$ 13,186.00	\$ 1,319.00	\$ 11,867.00
Additional			
Enterprise Forms Processing (including Common Form Set)	\$ 4,818.00	\$ 482.00	\$ 4,336.00
	\$		
TOTAL	156,813.00	\$ 15,682.00	\$ 141,131.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.


Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com  to initiate the trial.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for products that are not named users are based on 50 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

Business license library includes: standard business license and standard renewal application.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Tyler Secure Signature System includes digitizing two signatures, additional charges will apply for additional signatures.

Payer Electronic Payment Costs	
If passing transaction costs to the payer	
<u>Payer Card Cost</u> – Service Fee - per card transaction with Visa, MasterCard, Discover, and American Express for transactions. Applied to: <ul style="list-style-type: none"> • Munis – online and over the counter <ul style="list-style-type: none"> ○ Business License ○ Miscellaneous ○ Rental Mediation 	3.50% \$2.50 minimum
<u>Payer eCheck Cost</u> – per electronic check transaction	\$1.95
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Card Terminal Rental</u> – Annual recurring fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000: \$396 (annual recurring) Lane 5000: \$456 (annual recurring)
<u>Card Terminal Purchase</u> – Maintenance fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000: \$419 (one-time fee) Lane 5000: \$529 (one-time fee) Plus \$180 Device Annual Support
<u>IVR</u> - per transaction on top of Card fee passed to the payer or absorbed	\$0.50



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. Your annual SaaS Fees for the initial five (5) year term are set forth in the Investment Summary and shall be due in the amounts as set forth below.

Payment Due	SaaS Fee Payment Amount
7/1/2022	\$27,391.61
10/1/2022	\$27,391.61
1/1/2023	\$31,271.92
4/1/2023	\$31,271.92
7/1/2023	\$33,137.17
10/1/2023	\$35,282.73
1/1/2024	\$35,282.73
4/1/2024	\$35,282.73
7/1/2024	\$141,131.00
7/1/2025	\$141,131.00
7/1/2026	\$141,131.00

Upon expiration of the initial term, your annual SaaS Fees will be paid annually, in advance, at our then-current rates, subject to the following annualized caps on increases to the annual SaaS fees for the time periods indicated:

- Year 6 – 3%
- Year 7 – 4%
- Year 8 – 5%
- Year 9 – 5%
- Year 10 – 5%

Thereafter, your annual SaaS Fees will be at our then-current rates.

2. Other Tyler Software and Services.

2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.

- 2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
- 2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and

may be increased by Tyler upon notice of no less than thirty (30) days.

5. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
Hyperlinked Terms

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: <https://www.quatred.com/eula>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Modria
- Odyssey Notifications Add On (text notifications)
- ReadySub
- Tyler Notify
- Tyler Jury Manager
- Tyler Supervision
- Virtual Court



Exhibit D
Schedule 2
DocOrigin Terms

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ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation) AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

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Last Updated: July 22, 2017



Exhibit E
Statement of Work

Statement of Work to be inserted prior to Agreement execution.

Tow of Los Gatos

SOW from Tyler Technologies, Inc.

1/11/2022

Presented to:

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Los Gatos, CA 5030-6945

Contact:

Katharina Howard

Email: Katharina.Howard@TylerTech.com

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Los Gatos (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

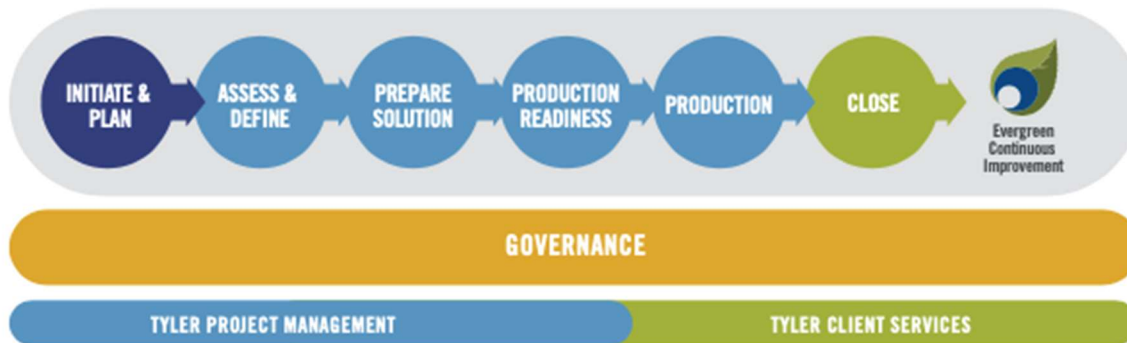
1.3 Methodology

This is accomplished by the Los Gatos and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Los Gatos’s complexity and organizational needs.



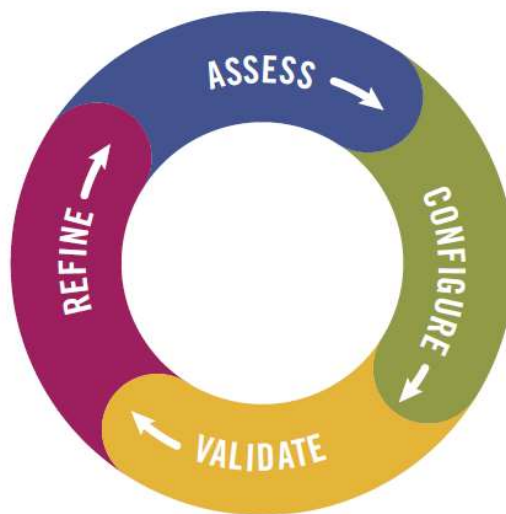
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Los Gatos and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Los Gatos and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Los Gatos's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



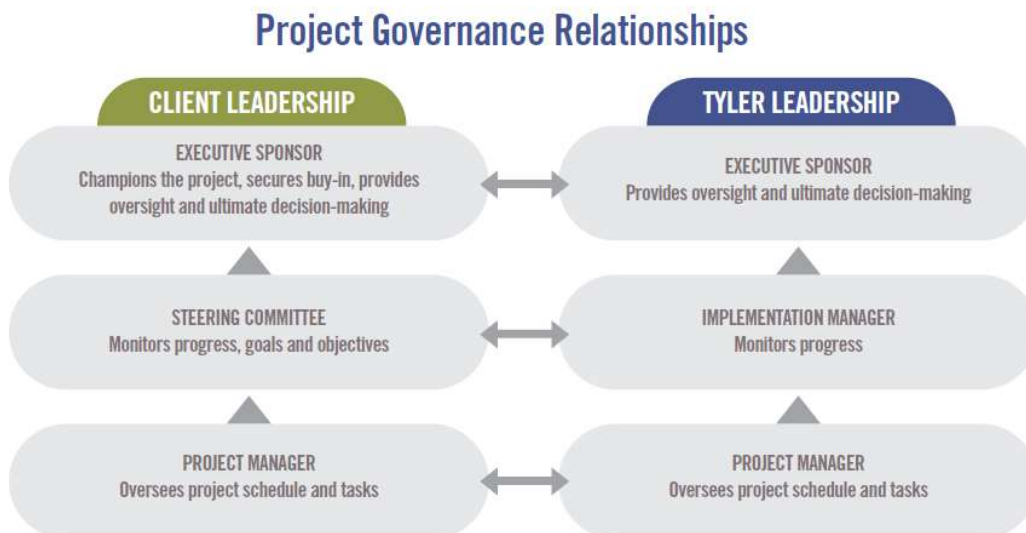
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Los Gatos collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Los Gatos Steering Committee become the escalation points to triage responses prior to escalation to the Los Gatos and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Los Gatos and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

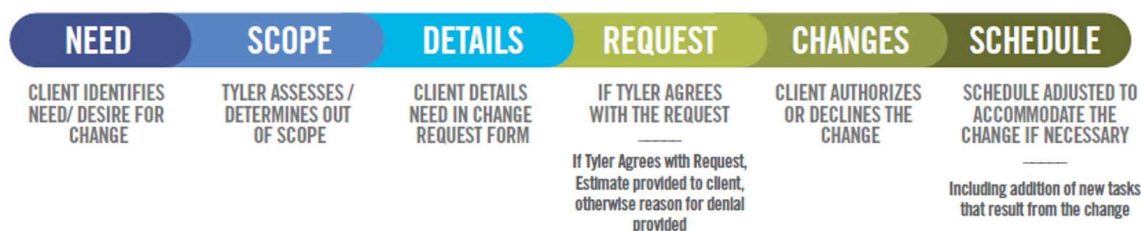
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Los Gatos; for example, the Los Gatos may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Los Gatos, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Los Gatos will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Los Gatos). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Los Gatos office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Los Gatos will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Los Gatos feedback and approval on Project deliverables will be critical to the success of the Project. The Los Gatos project manager will strive to gain deliverable and decision approvals from all authorized Los Gatos representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Los Gatos department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Los Gatos shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Los Gatos does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Los Gatos does not agree the Deliverable or Control Point meets requirements, the Los Gatos shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Los Gatos shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Los Gatos does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Los Gatos and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Los Gatos, but are roles defined within the Project. It is common for individual resources on both the Tyler and Los Gatos project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Los Gatos 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Los Gatos 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Los Gatos management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Los Gatos, the Tyler Project Manager provides regular updates to the Los Gatos Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Los Gatos project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the Los Gatos project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Los Gatos and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Los Gatos any items that may impact the outcomes of the Project.
- Collaborates with the Los Gatos 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Los Gatos 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Los Gatos and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Los Gatos through software validation process following configuration.
- Assists during Go-Live process and provides support until the Los Gatos transitions to Client Services.
- Facilitates training sessions and discussions with the Los Gatos and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.



- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.1.7 Tyler SaaS Technicians

- Sets up Tyler-hosted servers.
- Provides maintenance of hosted server hardware, operating system, and software upgrades.
- Provides IT-related services for server environment.
- Provides remote technical assistance and tracks issues.
- Provides system management and disaster recovery services within hosting services.
- Performs Tyler software upgrades through coordination with the Los Gatos.

5.2 Los Gatos Roles & Responsibilities

Los Gatos resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Los Gatos Executive Sponsor

The Los Gatos executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Los Gatos steering committee, project manager(s), and functional leads to make critical business decisions for the Los Gatos.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Los Gatos Steering Committee

The Los Gatos steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Los Gatos project manager and Project through participation in regular internal meetings. The Los Gatos steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Los Gatos steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost



- Scope
- Schedule
- Project Goals
- Los Gatos Policies
- Needs of other client projects

5.2.3 Los Gatos Project Manager

The Los Gatos shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Los Gatos Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Los Gatos project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Los Gatos project manager(s) are responsible for reporting to the Los Gatos steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Los Gatos project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Los Gatos and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Los Gatos staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.



5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Los Gatos resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Los Gatos technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Los Gatos Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Los Gatos project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Los Gatos resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing



- Solution Validation

5.2.5 Los Gatos Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Los Gatos business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Los Gatos staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Los Gatos End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Los Gatos Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Los Gatos third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Los Gatos's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Los Gatos Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Los Gatos's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.



- Coordinates software upgrade plan activities with Los Gatos and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Los Gatos Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



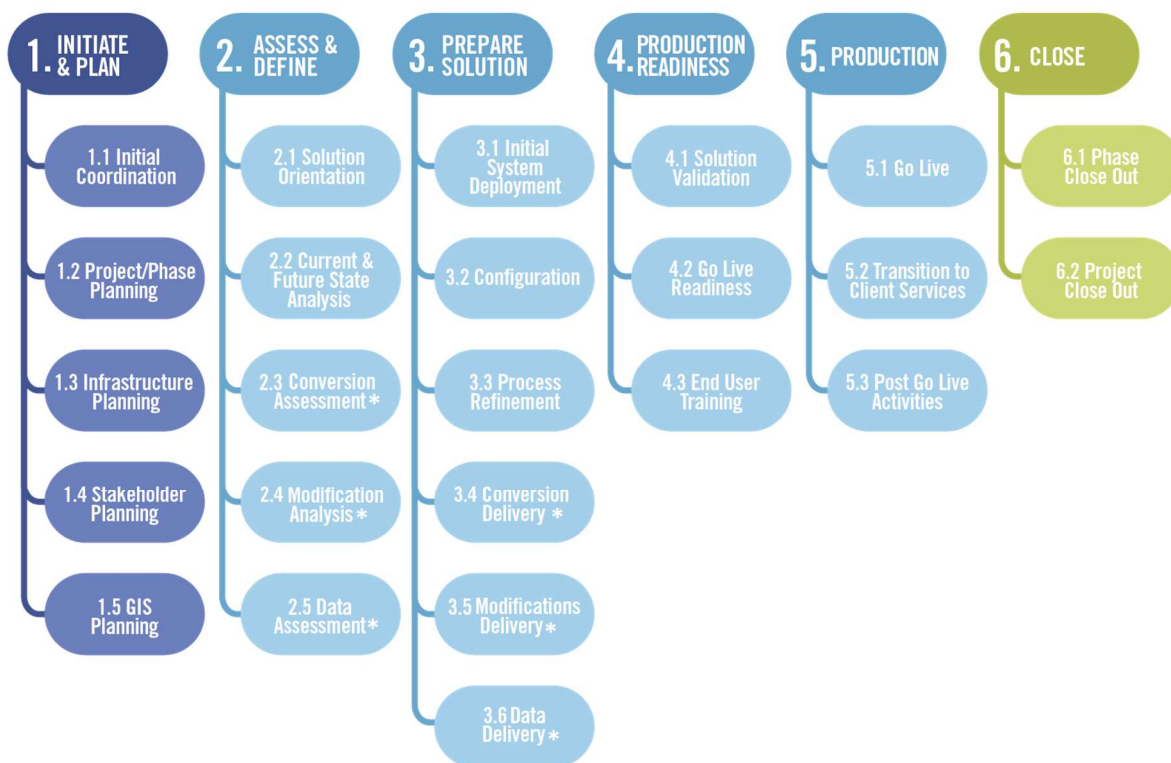
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Los Gatos.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Los Gatos with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Los Gatos gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Los Gatos's team. During this step, Tyler will work with the Los Gatos to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Los Gatos project team.

STAGE 1	Initial Coordination																
	Tyler								Los Gatos								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Los Gatosproject team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Los Gatos		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Los Gatos to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Los Gatos Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Los Gatos's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Los Gatos Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Los Gatos with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								Los Gatos								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads



Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Los Gatos provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Los Gatos has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the Los Gatos to install License Software. The Los Gatos is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the Los Gatos's infrastructure meets Tyler's application requirements.
- Ensure the Los Gatos's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Los Gatos								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads



Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Los Gatos Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Los Gatos team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Los Gatos								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				



Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Los Gatos
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Los Gatos business processes. This information will be used to identify and define business processes utilized with Tyler software. The Los Gatos collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.



Tyler utilizes a variety of tools for the Solution Orientation, focusing on Los Gatos team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Los Gatos team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Los Gatos for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Los Gatos								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
			A	R							I	I		I	I		I
											A	R		C			C
			A	R							I	I		I	I		I
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Los Gatos and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Los Gatos will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Los Gatos's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.



Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							Los Gatos									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Los Gatoscurent state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Los Gatos attendees possess sufficient knowledge and authority to make future state decisions.
- The Los Gatos is responsible for any documentation of current state business processes.
- The Los Gatos can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:



- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Los Gatos								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Los Gatos Source data
	Los Gatos Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Los Gatos Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Los Gatos representatives to identify business rules before writing the conversion.
- Los Gatos subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.



Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Los Gatos against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Los Gatos can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Los Gatos									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for			A				R				I						C



Included Environments																	
Install Licensed Software on Los Gatos Devices (if applicable)			I					C				A					R
Tyler System Administration Training (if applicable)			A					R				I					C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Los Gatos Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Los Gatos will provide network access for Tyler modules, printers, and Internet access to all applicable Los Gatos and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Los Gatos to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Los Gatos collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the Los Gatos Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	Los Gatos



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Los Gatos configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Los Gatos is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Los Gatos users on how to execute processes in the system to prepare them for the validation of the software. The Los Gatos collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Los Gatos understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.



STAGE 3	Process Refinement																
	Tyler								Los Gatos								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Los Gatos Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Los Gatos-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Los Gatos-specific process documentation (completed by Los Gatos)	

Work package assumptions:

- None



6.3.4 Conversion Delivery

The purpose of this task is to transition the Los Gatos's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Los Gatos will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Los Gatos to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Los Gatos								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			



Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Los Gatos will provide a single file layout per source system as identified in the investment summary.
- The Los Gatos subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Los Gatos project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.



Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Los Gatos team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Los Gatos to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Los Gatos verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Los Gatos organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Los Gatos								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
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Solution Validation Report	Los Gatos updates report with testing results
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Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Los Gatos will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Los Gatos has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Los Gatos will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Los Gatos								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
--------	------------------------



Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Los Gatos

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Los Gatos users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Los Gatos specific business process documentation. Los Gatos-led training labs using Los Gatos specific business process documentation if created by the Los Gatos can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Los Gatos is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Los Gatos								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Los Gatos-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Los Gatos signoff that training was delivered

Work package assumptions:

- The Los Gatos project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Los Gatos as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Los Gatos departments.
- The Los Gatos will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Los Gatos will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Los Gatos to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Los Gatos and Tyler will complete work assigned to prepare for Go-Live.

The Los Gatos provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Los Gatos manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Los Gatos during Go-Live activities. The Los Gatos transitions to Tyler software for day-to-day business processing.



Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Los Gatos data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Los Gatos								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Los Gatos confirms data is available in production environment

Work package assumptions:

- The Los Gatos will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Los Gatos business processes required for Go-Live are fully documented and tested.



- The Los Gatos Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Los Gatos Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Los Gatos teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Los Gatos onto the Tyler Client Services team, who provides the Los Gatos with assistance following Go-Live, officially transitioning the Los Gatos to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Los Gatos teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Los Gatos								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Los Gatos to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.



6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Los Gatos								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:



- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Los Gatos transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Los Gatos for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Los Gatos teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Los Gatos								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Los Gatos
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	



Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Los Gatos may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Los Gatos teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Los Gatos								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Los Gatos and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Los Gatos acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Los Gatos will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Los Gatos Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Los Gatos project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Los Gatos is responsible for making decisions based on the options available.



- Implementation of new software may require changes to existing processes, both business and technical, requiring the Los Gatos to make process changes.
- The Los Gatos is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Los Gatos is responsible for managing Organizational Change. Impacted Los Gatos resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Los Gatos resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Los Gatos resources will participate in scheduled activities as assigned in the Project Schedule.
- The Los Gatos team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Los Gatos will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Los Gatos will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Los Gatos makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Los Gatos will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Los Gatos will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Los Gatos is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Los Gatos representatives to identify business rules before writing the conversion. The Los Gatos must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).



- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Los Gatos will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Los Gatos Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Los Gatos is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The Los Gatos will provide dedicated space for Tyler staff to work with Los Gatos resources for both on-site and remote sessions. If Phases overlap, Los Gatos will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Los Gatos will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Munis Conversion Summary

9.1.1 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.1.2 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.1.3 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.4 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

9.1.5 General Billing CID

- Customer information

9.1.6 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

9.1.7 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information



9.1.8 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years

9.1.9 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.1.10 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.



10. Additional Appendices

10.1 EnerGov Definitions

10.1.1 “Template Business Transactions”

- A pre-defined and pre-configured EnerGov business process from EnerGov’s “Best Management Template”.
- The following modifications to Template Business Transactions are considered within scope:
 - Any changes to required inspections within the workflow
 - Any changes to the required plan reviews within the workflow
 - Adding up to 2 additional actions to the workflow
 - Configuration of fees, allowing creation of up to 3 new fees to accommodate
 - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a “Unique Business Transaction”, as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

10.1.2 “Unique Business Transactions”

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

10.1.3 “Geo-Rules”

- An automation event that references GIS data. Current geo-rule action types are:

Alert	Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e., noise abatement zones; flood zones; etc.).
Block	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
Fee Date	Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Field Mapping	A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
Required Action	A workflow action can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	A workflow step can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	The zone(s) automatically populate on the “Zones” tab of the record (i.e., plan, permit, code case, etc.).



10.1.4 “Automation Events”

10.1.4.1 “Intelligent Objects (IO)”

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts, and other notifications.

10.1.4.2 “Intelligent Automation Agents (IAA)”

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

10.1.5 “EnerGov SDK/API (Toolkits)”

- APIs developed by Tyler Technologies for extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit/API does not imply any development related services from Tyler Technologies. The Los Gatos is responsible for working with their IT staff and VARs to develop any necessary applications and integrations except as otherwise noted in the Investment Summary or for any “in-scope” integrations.

10.2 Tyler and Client Work Split Assumptions

10.2.1 Increased Work Split Hours

Additional hours were purchased in this contract to increase the work split from the standard 30% Tyler work effort. Clients have different needs and there are different ways the allocation of these hours can benefit the project. We will work with the client project manager during the planning sessions and project plan development to determine the best use of these hours. Common areas additional hours are used are:

- Configuration
 - Setting and Code configuration
 - Security and Workflow Building
- Data Conversion
 - Conversion Mapping
 - Conversion Proofing
 - Conversion Testing
 - Imports in lieu of conversion
 - Formatting files
 - Building custom templates
 - Testing imports/Data validation
- Training/Documentation
 - Additional repeat process training
 - Post Live Assistance
 - Bank Reconciliation assistance for additional months
 - Month-end assistance for additional months



- Year-end assistance for multiple years
 - W-2/1099 processing for multiple years
 - Job aides/quick reference guides
 - End user training documentation
- Testing
 - Additional parallel processing
 - Test script building
 - Integration Testing
 - Import/Export template building
 - Import testing
 - Process validation/documentation

All clients have unique needs on a project. By defining the use of these hours during project planning, we have the flexibility to determine the greatest needs of your organization and plan accordingly. At any point in the project, we can revisit the use of these hours and adjust content as needed to support the success of the project.

10.3 Intentionally left blank.

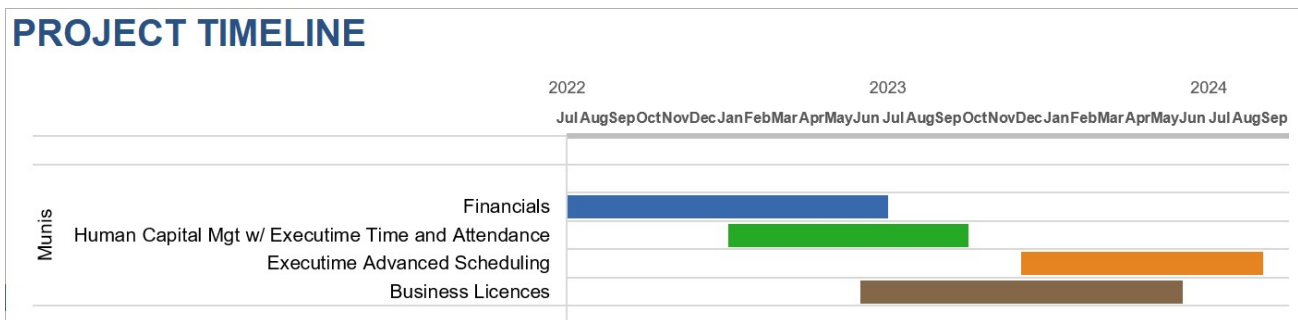


11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.



Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	Financials	<ul style="list-style-type: none"> Accounting General Ledger Accounts Payable Bid Management Budgeting Capital Assets Cash Management Contract Management Project & Grant Accounting Purchasing eProcurement Accounts Receivable General Billing Tyler Cashiering 	July 2022	July 2023
	System Wide	<ul style="list-style-type: none"> Munis Analytics & Reporting <ul style="list-style-type: none"> Tyler Reporting Services Munis Office HUB 		



Phase	Functional Areas	Modules	Start Date	Go-Live Date
		<ul style="list-style-type: none"> • Tyler ReadyForms Processing • Tyler Content Manager SE 		
2	Human Capital Management	<ul style="list-style-type: none"> • Payroll w/Employee Self Service • HR & Talent Management • Employee Expense Reimbursement • Executime Time and Attendance • Employee Expense Reimbursement 	January 2023	October 2023
3	Executime Advanced Scheduling	<ul style="list-style-type: none"> • Executime Advanced Scheduling 	December 2023	September 2024
4	Business Licenses and Citizen Self Service	<ul style="list-style-type: none"> • Business Licenses • Citizen Self-Service 	June 2023	June 2024





AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Los Gatos, with offices at 110 East Main Street, Los Gatos, California 95030 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 30, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Section G(6) ("Insurance") of the Agreement is amended to add:

We agree that our insurance is primary for claims under our Commercial General Liability and Automobile Liability policies that arise out of or relate to this Agreement and are between us and you.

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: Robert Kennedy-Jensen
DocuSigned by: F94D1C0F3E5A445...
 Name: Robert Kennedy-Jensen
 Title: Group General Counsel
 Date: 8/15/2022

Town of Los Gatos, CA

By: Laurel Prevetti
DocuSigned by: 853FEEA2EB39470...
 Name: Laurel Prevetti
 Title: Town Manager
 Date: 8/16/2022

Gabrielle Whelan
DocuSigned by: EFD6738A5534428...
 Gabrielle Whelan

Town Attorney

Wendy Wood
DocuSigned by: BF6EBCBE2C214F8...
 Wendy Wood
 Tyler Technologies
 Town Clerk



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Los Gatos, California, with offices at 110 E. Main Street, Los Gatos, California 95030 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 30, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The services set forth in the Investment Summary attached hereto as Exhibit 1 are hereby added to the Agreement. Fees for data conversion services shall be invoiced as follows: (i) 50% upon initial delivery of converted data, by conversion option, and (ii) 50% upon Client acceptance to load converted data into live environment, by conversion option.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

DocuSigned by:
Robert Kennedy-Jensen
By: E94D1C0F3E5A445

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: 1/20/2023

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
EFD6738A5534428...
Gabrielle Whelan

Town Attorney

Town of Los Gatos, California

DocuSigned by:
By: Laurel Prenetti
853EEFA25B3047D

Name: Laurel Prevetti

Title: Town Manager

Date: 1/24/2023

Attest:

DocuSigned by:
Wendy Wood
BF6EBCBE2C214F8...
Wendy Wood

Town Clerk



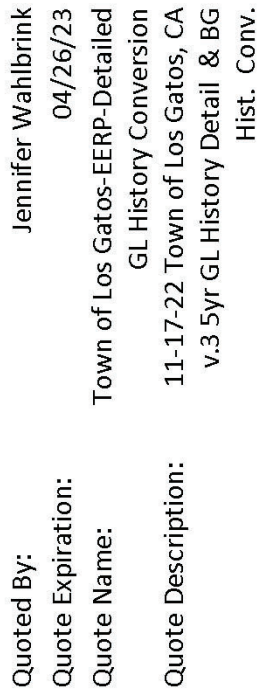


Exhibit 1

Amendment Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Town of Los Gatos
110 E Main St Lbby
Los Gatos CA 95030-6945
Phone: +1 (408) 354-6828

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Conversions – See Detailed Breakdown Below					
TOTAL				\$ 33,000.00	\$ 0.00

Conversions – See Detailed Breakdown Below

Summary
Total Tyler License Fees
Total SaaS
2022-369029-GOF3B3

One Time Fees	Recurring Fees
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
CONFIDENTIAL	

Total Tyler Services	\$ 33,000.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 33,000.00	\$ 0.00
Contract Total	\$ 33,000.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Accounting				
AC - Budgets up to 3 years	2	\$ 1,500.00	\$ 0.00	\$ 3,000.00
Professional Services				
5yr Detailed GL History Conversion	1	\$ 30,000.00	\$ 0.00	\$ 30,000.00
TOTAL				\$ 33,000.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement")

between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document.
- Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or

services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO. 9.

ITEM NO: 9

DATE: August 13, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve Second Amendment to The Agreement for Services with Traffic Management, Inc., Increasing the Allocated Amount for Services by \$43,793 to include the 2024 Road Closure and Traffic Control Services for Halloween and the Annual Children's Holiday Parade; and Approve an Expenditure Budget Adjustment in the Amount of \$18,793 from the General Fund Capital/Special Projects Reserve to Cover the Estimated Expenses for 2024 Road Closure and Traffic Control Services for These Events.

RECOMMENDATION:

Approve second amendment to the Agreement for Services (Attachment 1) with Traffic Management, Inc., increasing the allocated amount for services by \$43,793 to include the 2024 road closure and traffic control services for Halloween and the Annual Children's Holiday Parade; and approve an expenditure budget adjustment in the amount of \$18,793, from the General Fund Capital/Special Project Reserve to cover the estimated expenses for 2024 road closure and traffic control services for these events.

BACKGROUND:

On February 7, 2023, the Town Council approved a series of event-related topics, one of which being the support of and budget allocation for hiring a professional traffic control vendor to assist Town staff with road closure and traffic control services for two special events: Halloween (including closures in the Almond Grove and Johnson Avenue neighborhoods) and the annual Children's Holiday Parade downtown.

Both events have historically required extensive Town staff resources to support road closures and traffic management; thus, the request was made to enlist the assistance of professional traffic control services. With the Town Council direction in February 2023, \$25,000 was

PREPARED BY: Monica Renn
Economic Vitality Manager

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

PAGE 2 OF 4

SUBJECT: Second Amendment and Budget Allocation Increase to Support Traffic Control Services for Halloween and the Children's Holiday Parade.

DATE: August 12, 2024

BACKGROUND (continued):

redirected from the Town's holiday valet parking program (sunsetting the holiday valet program) and allocated to support the road closures and traffic management for Fiscal Year (FY) 2023/24.

The Town requested qualifications and cost estimates from several professional traffic management companies and selected Traffic Management, Inc. (TMI) as they have specific experience in the logistics related to road closures and traffic management for special events. A dedicated internal team of Parks and Public Works (PPW), Police Department, and Town Manager's Office staff members came together to coordinate with TMI throughout event planning and execution to ensure the closures and traffic management were in line with expectations and meet the needs of all stakeholders. The total not to exceed amount estimated for the services in 2023 was \$48,286.50, with final costs for services rendered totaling \$43,241.44, inclusive of newly generated and certified traffic control plans.

DISCUSSION:

TMI worked closely with staff in 2023 to develop detailed engineered traffic control plans for all closure locations included in Halloween and the Parade, implement safe and robust traffic control measures, accommodate the dynamic environment of event changes, and ensure that each event was set up as safely as possible. Their work included increased noticing to the community. Due to the level of detail and amount of variables associated with large special events that include road closures, there was a tremendous amount of coordination required to ensure each point of traffic control was successful. The process brought opportunities to fine tune the closures, and staff anticipates that the work completed in 2023 has set up the 2024 closures to be successful and run smoothly. Given this, staff requested estimates from TMI to complete the road closures and traffic control measures for the 2024 Halloween and Parade events.

TMI provided estimates that reflect the needs of each closure, and the costs are in-line with those of 2023. The estimates in the table below are "not to exceed" amounts, although it is expected that the actual charges may be slightly less as they were in 2023. This year, there is no need to produce new traffic control plans. It is necessary to provide the buffer of funding for this type of project because oftentimes weather, crowd/participant size, and other dynamic conditions can adjust the needs for an event closure at the last minute. Having the ability to pivot and adjust the services is necessary. The chart below compares the 2023 estimates and actual costs with the 2024 estimates.

SUBJECT: Second Amendment and Budget Allocation Increase to Support Traffic Control Services for Halloween and the Children's Holiday Parade.

DATE: August 12, 2024

DISCUSSION (Continued):

	Halloween-Tait	Halloween-Johnson	Holiday Parade	Totals
2023 Estimates – includes traffic control plans	\$ 7,311.00	\$ 10,291.50	\$ 30,684.00	\$ 48,286.50
2023 Actual Charges - onsite services	\$ 5,655.83	\$ 7,761.60	\$ 20,674.00	\$ 36,491.43
2023 Actual Charges – traffic plans	\$ 1,125.00	\$ 1,125.00	\$ 4,500.00	\$ 6,750.00
2024 Estimate - onsite services	\$ 5,061.00	\$ 7,591.50	\$ 31,140.00	\$ 43,792.50

The current agreement for services with TMI allows for services through September 30, 2024. The proposed second amendment (Attachment 1, including Exhibit A the first amendment agreement and Exhibit B, the 2024 Estimates for Service) extends the agreement through January of 2025, allowing for both 2024 events to take place, and increases the total amount of the agreement to include the traffic control services for the events.

During the FY 2024/25 budget process, \$25,000 was allocated to support the traffic control and road closure services for the 2024 Halloween and the Children's Holiday Parade. After reviewing the costs in 2023 and working with TMI on estimates for 2024, it is necessary to allocate an additional \$18,793, should the Town Council wish to continue to support the road closures and traffic control associated with these events.

CONCLUSION:

Staff recommends approving the Second Amendment to the Agreement for Services with TMI, (Attachment 1) increasing the allocated amount for services by \$43,433 to include the 2024 road closure and traffic control services for Halloween and the Annual Children's Holiday Parade; and approving a budget adjustment of \$18,433 from the Capital/Special Projects Reserve budget to the special events budget to cover the expenses for 2024 road closure and traffic control services for these events.

COORDINATION:

This report has been a collaboration between the Town Manager's Office, and the Police and Parks and Public Works Departments.

SUBJECT: Second Amendment and Budget Allocation Increase to Support Traffic Control Services for Halloween and the Children's Holiday Parade.

DATE: August 12, 2024

FISCAL IMPACT:

With this item, Council is being asked to allocate \$18,793 from the General Fund Capital/Special Projects Reserve to the Special Events budget. The remaining \$25,000 needed to cover the expenses of this agreement has been previously allocated within the Adopted FY 2024/25 Operating Budget.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Second Amendment to the Agreement for Services with Traffic Management, Inc. including Exhibit A, First Amendment to the Agreement for Services with Traffic Management, Inc., and Exhibit B, 2024 Estimate for Services.

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT is dated for identification this 20th day of August 2024 and amends that certain FIRST AMENDMENT TO AGREEMENT FOR SERVICES dated November 28, 2023, made by and between the Town of Los Gatos, ("Town,") and the Traffic Management, Inc. ("Service Provider") identified as an S Corporation and whose address is 4900 Airport Plaza Drive, Suite 300 Long Beach, CA 90815.

RECITALS

- A. Town and Consultant entered into an Agreement for Services on September 21, 2023, ("Agreement"), a First Amendment to Agreement for Services on November 28, 2023, copies of which are attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to increase the scope of services, extend the term and time of performance, and add to the compensation of the agreement.

AMENDMENT

1. Section 2.1 Scope of Services is amended to read as follows:

Service Provider shall provide services as described in that certain Proposal dated July 12, 2024 (Halloween Road Traffic Control/Event Road Closures for Johnson Avenue and Tait Avenue), and August 14, 2024 (Traffic Control/Event Road Closures for the Children's Holiday Parade), which is hereby incorporated by reference and attached as Exhibit B.

2. Section 2.2 Term and Time of Performance is amended to read:

This contract will remain in effect from September 21, 2023, and extend to January 31, 2025.

3. Section 2.6 Compensation is amended to read:

Compensation for Service Provider's professional services shall be increased by \$43,793 for a total agreement amount not to exceed **\$93,793**. Payment shall be based upon Town approval of each task based on Exhibit B.

4. All other terms and conditions of the Agreement remain in full force and effect.

Attachment 1

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

Town of Los Gatos:

Approved as to Consent:

Laurel Prevetti, Town Manager

Darla Lersch, Manager, Contracts

Department Approval:

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Attest:

Gabrielle Whelan, Town Attorney

Wendy Wood, CMC, Town Clerk

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT FOR SERVICES is dated for identification this 28th day of November 2023 and amends that certain Agreement for Services dated September 21, 2023, made by and between the Town of Los Gatos, ("Town,") and Traffic Management, Inc. ("Service Provider") identified as an S Corporation and whose address is 4900 Airport Plaza Drive, Suite 300 Long Beach, CA 90815.

RECITALS

- A. Town and Service Provider entered into an Agreement for Services on September 21, 2023 ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to increase the scope of work and add to the compensation of the agreement.

AMENDMENT

- 1. Section 2.1 Scope of Services is amended to read as follows:

Service Provider shall provide services as described in that certain Proposal dated November 17, 2023, which is hereby incorporated by reference and attached as Exhibit B.

- 2. Section 2.6 Compensation is amended to read:

Compensation for Service Provider's professional services shall be increased by \$31,392.06 plus \$1,712.060 for unanticipated services for a total agreement amount not exceed **\$50,000**. Payment shall be based upon Town approval of each task based on Exhibit B.

- 3. All other terms and conditions of the Agreement remain in full force and effect.

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

Town of Los Gatos:

DocuSigned by:


853FEEA2EB39470...
Laurel Prevetti, Town Manager

Approved as to Consent:


DocuSigned by:

B9F708AB127043E...
Darla Lersch, Manager, Contracts


Department Approval:

DocuSigned by:

0E97831349644C3...
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:

EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

BF6EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification this 21st of September 2023 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Traffic Management, Inc. ("Service Provider"), identified as an S Corporation and whose address is 4900 Airport Plaza Drive, Suite 300 Long Beach, CA 90815. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town sought quotations for the services described in this Agreement, and Service Provider was found to be the most prepared and provided the customer service needed for the parade closures.
- 1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Town desires to engage Service Provider to provide traffic management services for parade closures.
- 1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on August 7, 2023, which is hereby incorporated by reference and attached as Exhibit A. Rates are valid through 12/31/2023 and are subject to a 5% increase on January 2024 and every year thereafter.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin upon execution through September 30, 2024, subject to appropriation of funds, notwithstanding any other provision in this agreement. The term of this Agreement may be extended for up to three years upon mutual written consent of the parties.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.
- 2.6 Compensation: Compensation for services in the amount of \$15,359.40 plus ten percent for unanticipated services for a **total agreement amount not to exceed \$16,895.34**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.

- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.
- 2.11 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

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

- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has

been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

- 3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor.

IV. GENERAL TERMS

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

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

Traffic Management, Inc.
4900 Airport Plaza Drive, Suite 300
Long Beach, CA 90815

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

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

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

IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos

Traffic Management, Inc.

DocuSigned by:



Laurel Prevetti, Town Manager

DocuSigned by:



Darla Lersch, Manager, Contracts

Recommended by:

DocuSigned by:



Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:



Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:



Wendy Wood, CMC, Town Clerk

ESTIMATE

N^o E-147103

877-763-5999

TRAFFIC MANAGEMENT, INC.

ITEM NO. 9.



690 Quinn Ave

San Jose, CA 95112

Page 1 of 3

www.trafficmanagement.com

COMPANY:

PHONE:

FAX:

Town of Los Gatos

CONTACT PERSON:

Jessica Ertell

DIRECT PHONE/EXT:

DIRECT FAX:

CELL PHONE:

408-399-5734

EMAIL:

jertell@losgatosca.gov

COMPANY ADDRESS:

41 Miles Ave

CITY, STATE, ZIP:

Los Gatos, CA 95030

JOB LOCATION:

Tait Ave and W Main St

CITY / COMMUNITY:

Los Gatos

T.B. MAP PAGE:

PROJECT INFORMATION:

Neighborhood Trick or Treating (Tait Ave) Project

OTHER INFO:

Union Wages / Weekday Work

CUST. REF #:

N/A

PLAN REFERENCE:

San Jose Branch

CUSTOMER WORK DESCRIPTION:

Special Event

APPROX. START DATE:

START TIME:

WORK HOURS / DURATION

RFQ #:

1 Day

LN #	QTY	QTY	QTY	RATE	ITEM / DESCRIPTION	TOTAL
1		10 shts		\$275.00 per sheet	Traffic Control Planning (Non-Engineered) (1 Phase) Includes site verification survey and/or verification of existing conditions, traffic planning, and publication of traffic control plans. All plans are designed in accordance with the California M.U.T.C.D. (latest edition), and are submitted to the specifications of the requiring Agency. A four (4) hour minimum is charged on traffic plans, including the submittal of a standard non-engineered plan. Price includes the following: - All plans produced at 1:40" scale on B-size (11" x 17") sheets The following are not included in this price: - Traffic signal plans - Street Lighting plans - Agency plan check fees - Traffic studies (including traffic counting) - Meetings and/or presentations with Cities or other Agencies (other than initial job-walk / project meeting) - More than two (2) corrections from the agency or two (2) submittals - Design changes or modifications not discussed prior to the first draft and/or added after the initial plan submittal (requested by either Customer or Agency) - Plan sets after first four (4) bond and/or one (1) vellum - Traffic control services, equipment, or maintenance - Permits (encroachment, public works, street improvements, etc.) - Price will not include an engineer stamp on traffic control plans. - Special Provisions not provided at time of bid - Price will not include traffic control plans for traffic signal construction drawings - Price will not include traffic control plans for striping plans Price will be based on drawing one (1) phase of non-engineered traffic control plans for the locations listed below: Phase #1 Tait Ave [Road Closure w/Detours] (Special Event)	\$2,750.00
2		10 shts		(\$125.00) per sheet	Discount - DD1000 Discount will be applied to line item #1 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$1,250.00)
3		10 shts		\$175.00 per sheet	Engineer Review (If Needed) Plan review and stamp by Certified Traffic Engineer and/or Civil Engineer, fee is in addition to Traffic Control Planning.	\$1,750.00

N^o E-147103

Page 2 of 3

4		10 shts		(\$100.00) per sheet	Discount - DD1000 Discount will be applied to line item #3 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$1,000.00)
5					Traffic Control (See Below) Final pricing to be determined upon approved plans.	
6	1 dy	3 ea	6 hrs	\$132.00 hourly	One-TC Traffic Control Operation (Portal to Portal) (ST) Includes one (1) Traffic Control Truck with a Roof Mounted Flashing Arrow Board and one (1) professionally trained and equipped Traffic Controller (flagger) to set up and maintain standard closures per MUTCD on rights-of-way up to forty-five (45) mph. Standard traffic control devices included are cones, signs, and barricades per MUTCD. Price is based at an hourly rate (portal to portal) and applies to all travel, standby, setup, maintenance, and removal time. Time will be billed in increments of 30 minutes. A four (4.0) hour minimum applies to all labor including jobs canceled after crews are dispatched. Customer must call four (4.0) hours prior to scheduled dispatch or a four (4.0) hour minimum will apply. TMI 24/7 Dispatch Center: 888-722-6796 Overtime rates (\$185.00/hr.) apply after eight (8.0) hours and Saturdays. Double time rates (\$251.00/hr.) apply after twelve (12.0) hours, Sundays, and Holidays. Emergency and/or Same-Day Callouts not included. Price Excludes: Trailer Mounted Flashing Arrow Board (FAS); Changeable Message Signs (CMS); Truck Mounted Attenuator (TMA); Site orientation classes; Safety Classes; Testing; Engineering; Design; Permits; Licenses; Applications; Mainline (Highway) Work; On/Off Ramps Final pricing to be determined upon approved plans.	\$2,376.00
7	1 dy	3 ea		\$39.60 ea/dy	Fuel Surcharge; 5% - SD300-1 A standard fuel surcharge will be applied to line item #4 (any services requiring travel, transportation or mobilization).	\$118.80
8	1 dy	3 ea		\$0.00 ea/dy	(DISCOUNTD) FAS (Flashing Arrow Sign) w/Service - RA100 Daily rental of one (1) Flashing Arrow Sign (FAS). Delivery, pickup, lost or damaged equipment, equipment maintenance, and setup re-installation or modification not included. Additional rental rate of above equipment; - \$75.00/day; \$275.00/wk; \$575.00/mo(4-wk)	\$0.00
9					Bidding Without Plans This estimate is based on description of scope of work as provided by Customer at time of request. Final estimated price to be determined when specific conditions/provisions are provided or traffic control plans have been approved by the Agency. Mobilization costs include up to forty (40) miles from TMI office.	

EXCLUSIONS:

The following is not included in this estimate: Tax; Encroachment Permits; Traffic Signal Plans; Posting of "No Parking" Signs; Lost or damaged equipment; Business and/or resident notification; Temporary striping or striping removal; Construction fencing; Steel/trench plates; Changeable message signs (CMS); Custom signage; Replacement or modification of existing facilities; Other

STANDARD TERMS & CONDITIONS:

1) Although TMI maintains standard general liability, workers compensation, and other insurance coverages, additional costs may be incurred for the issuance of insurance certificates that require special wording, endorsements, or additional coverages or policy changes. 2) Information provided herein should be relied on for estimating purposes only. 3) This estimate is based on information available and/or provided at the time of the estimate request, such as current permit rates and requirements from public agencies, and is subject to change without notice. 4) TMI reserves the right to modify this estimate should the scope of the project change or additional information is provided. 5) Unless otherwise specified, individual line items and rates are based on acceptance of the estimate as a whole. Significant changes in quantities, addition/deletion of line-items, or selection of single line-items may result in price changes. 6) Prices are valid for up to 60 days. 7) All orders for standard traffic control and equipment (without permit or posting requirements), will require at least three working days advance notice; additional time may be required for non-standard and/or large scale traffic control. General availability of traffic control is not guaranteed and is subject to availability and schedule of TMI

crews and equipment. Allow up to 14 working days for traffic plan turn-around (from time of order to initial submittal.) Agency approval and turn-around time of traffic control plans may vary and cannot be guaranteed. 8) Permit approval and timeline often vary from Agency to Agency and no guarantee of approval or approval timeline is represented. 9) Compensation will be charged for jobs that require special safety training requirements and security clearance. 10) Unless stated otherwise, this estimate is based on work being performed during normal field working hours (7:00am to 3:30pm) Monday through Friday. Additional costs will be incurred and invoiced for after hours work, weekend and/or holidays. 11) ACCEPTANCE OF THIS ESTIMATE: Unless otherwise agreed in writing, acceptance of this estimate shall authorize TMI to perform all work as stated, and this document shall serve as the binding contract, subject to the terms and conditions herein. 12) FUEL SURCHARGE: A fuel surcharge may be applied to any services requiring travel, transportation or mobilization. 13) RENTAL PROTECTION PROGRAM: All rental orders will be automatically enrolled in Rental Protection Plan (RPP) unless opted out by customer. If customer opts out of RPP, customer assumes sole responsibility for damaged or lost equipment. RPP is not available for registered motor vehicles such as TMA's and traffic control trucks. RPP surcharge will only be applied to equipment rental charges, and not be applied to delivery, installation, removal, or other labor and service charges. RPP Coverage Exclusions: Lost, stolen, or missing equipment; damage resulting from customer misuse or negligence; damages of any kind to third parties.

x Enmanuel Toledo		DATE PREPARED: 8/7/2023	ESTIMATED TOTAL: \$4,744.80
TMI ESTIMATOR	x CUSTOMER ACKNOWLEDGEMENT		

ESTIMATE

N^o E-147098

877-763-5999

TRAFFIC MANAGEMENT, INC.

690 Quinn Ave

www.trafficmanagement.com

San Jose, CA 95112

ITEM NO. 9.



Page 1 of 3

COMPANY:

PHONE:

FAX:

Town of Los Gatos

CONTACT PERSON:

Jessica Ertell

DIRECT PHONE/EXT:

DIRECT FAX:

CELL PHONE:

408-399-5734

EMAIL:

jertell@losgatosca.gov

COMPANY ADDRESS:

41 Miles Ave

CITY, STATE, ZIP:

Los Gatos, CA 95030

JOB LOCATION:

N Santa Cruz Ave & W Main St

CITY / COMMUNITY:

Los Gatos

T.B. MAP PAGE:

PROJECT INFORMATION:

Children's Christmas & Holidays Parade

OTHER INFO:

Union Wages / Weekday Work

CUST. REF #:

N/A

PLAN REFERENCE:

San Jose Branch

CUSTOMER WORK DESCRIPTION:

Parade Work

APPROX. START DATE:

START TIME:

WORK HOURS / DURATION

RFQ #:

1 Day

LN #	QTY	QTY	QTY	RATE	ITEM / DESCRIPTION	TOTAL
1		25 shts		\$275.00 per sheet	Traffic Control Planning (Non-Engineered) (1 Phase) Includes site verification survey and/or verification of existing conditions, traffic planning, and publication of traffic control plans. All plans are designed in accordance with the California M.U.T.C.D. (latest edition), and are submitted to the specifications of the requiring Agency. A four (4) hour minimum is charged on traffic plans, including the submittal of a standard non-engineered plan. Price includes the following: - All plans produced at 1:40" scale on B-size (11" x 17") sheets The following are not included in this price: - Traffic signal plans - Street Lighting plans - Agency plan check fees - Traffic studies (including traffic counting) - Meetings and/or presentations with Cities or other Agencies (other than initial job-walk / project meeting) - More than two (2) corrections from the agency or two (2) submittals - Design changes or modifications not discussed prior to the first draft and/or added after the initial plan submittal (requested by either Customer or Agency) - Plan sets after first four (4) bond and/or one (1) vellum - Traffic control services, equipment, or maintenance - Permits (encroachment, public works, street improvements, etc.) - Price will not include an engineer stamp on traffic control plans. - Special Provisions not provided at time of bid - Price will not include traffic control plans for traffic signal construction drawings - Price will not include traffic control plans for striping plans Price will be based on drawing one (1) phase of non-engineered traffic control plans for the locations listed below: Phase #1 N Santa Cruz Ave & W Main St [Road Closures w/ Detours] (Parade Special Event)	\$6,875.00
2		25 shts		(\$125.00) per sheet	Discount - DD1000 Discount will be applied to line item #1 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$3,125.00)
3		25 shts		\$175.00 per sheet	Engineer Review (If Needed) Plan review and stamp by Certified Traffic Engineer and/or Civil Engineer, fee is in addition to Traffic Control Planning.	\$4,375.00

N^o E-147098

Page 2 of 3

4		25 shts		(\$100.00) per sheet	Discount - DD1000 Discount will be applied to line item #3 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$2,500.00)
5					Traffic Control (See Below) Final pricing to be determined upon approved plans.	
6	1 dy	6 ea	6 hrs	\$132.00 hourly	One-TC Traffic Control Operation (Portal to Portal) (ST) Includes one (1) Traffic Control Truck with a Roof Mounted Flashing Arrow Board and one (1) professionally trained and equipped Traffic Controller (flagger) to set up and maintain standard closures per MUTCD on rights-of-way up to forty-five (45) mph. Standard traffic control devices included are cones, signs, and barricades per MUTCD. Price is based at an hourly rate (portal to portal) and applies to all travel, standby, setup, maintenance, and removal time. Time will be billed in increments of 30 minutes. A four (4.0) hour minimum applies to all labor including jobs canceled after crews are dispatched. Customer must call four (4.0) hours prior to scheduled dispatch or a four (4.0) hour minimum will apply. TMI 24/7 Dispatch Center: 888-722-6796 Overtime rates (\$185.00/hr.) apply after eight (8.0) hours and Saturdays. Double time rates (\$251.00/hr.) apply after twelve (12.0) hours, Sundays, and Holidays. Emergency and/or Same-Day Callouts not included. Price Excludes: Trailer Mounted Flashing Arrow Board (FAS); Changeable Message Signs (CMS); Truck Mounted Attenuator (TMA); Site orientation classes; Safety Classes; Testing; Engineering; Design; Permits; Licenses; Applications; Mainline (Highway) Work; On/Off Ramps Final pricing to be determined upon approved plans.	\$4,752.00
7	1 dy	6 ea		\$39.60 ea/dy	Fuel Surcharge; 5% - SD300-1 A standard fuel surcharge will be applied to line item #4 (any services requiring travel, transportation or mobilization).	\$237.60
8	1 dy	6 ea		\$0.00 ea/dy	(DISCOUNTED) FAS (Flashing Arrow Sign) w/Service- RA100 Daily rental of one (1) Flashing Arrow Sign (FAS). Delivery, pickup, lost or damaged equipment, equipment maintenance, and setup re-installation or modification not included. Additional rental rate of above equipment; - \$75.00/day; \$275.00/wk; \$575.00/mo(4-wk)	\$0.00
9					Bidding Without Plans This estimate is based on description of scope of work as provided by Customer at time of request. Final estimated price to be determined when specific conditions/provisions are provided or traffic control plans have been approved by the Agency. Mobilization costs include up to forty (40) miles from TMI office.	

EXCLUSIONS:

The following is not included in this estimate: Tax; Encroachment Permits; Traffic Signal Plans; Posting of "No Parking" Signs; Lost or damaged equipment; Business and/or resident notification; Temporary striping or striping removal; Construction fencing; Steel/trench plates; Changeable message signs (CMS); Custom signage; Replacement or modification of existing facilities; Other

STANDARD TERMS & CONDITIONS:

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crews and equipment. Allow up to 14 working days for traffic plan turn-around (from time of order to initial submittal.) Agency approval and turn-around time of traffic control plans may vary and cannot be guaranteed. 8) Permit approval and timeline often vary from Agency to Agency and no guarantee of approval or approval timeline is represented. 9) Compensation will be charged for jobs that require special safety training requirements and security clearance. 10) Unless stated otherwise, this estimate is based on work being performed during normal field working hours (7:00am to 3:30pm) Monday through Friday. Additional costs will be incurred and invoiced for after hours work, weekend and/or holidays. 11) ACCEPTANCE OF THIS ESTIMATE: Unless otherwise agreed in writing, acceptance of this estimate shall authorize TMI to perform all work as stated, and this document shall serve as the binding contract, subject to the terms and conditions herein. 12) FUEL SURCHARGE: A fuel surcharge may be applied to any services requiring travel, transportation or mobilization. 13) RENTAL PROTECTION PROGRAM: All rental orders will be automatically enrolled in Rental Protection Plan (RPP) unless opted out by customer. If customer opts out of RPP, customer assumes sole responsibility for damaged or lost equipment. RPP is not available for registered motor vehicles such as TMA's and traffic control trucks. RPP surcharge will only be applied to equipment rental charges, and not be applied to delivery, installation, removal, or other labor and service charges. RPP Coverage Exclusions: Lost, stolen, or missing equipment; damage resulting from customer misuse or negligence; damages of any kind to third parties.

<div><div>x Enmanuel Toledo</div><div>TMI ESTIMATOR</div></div>		<div><div>x</div><div>CUSTOMER ACKNOWLEDGEMENT</div></div>	DATE PREPARED: 8/7/2023	ESTIMATED TOTAL: \$10,614.60
Page 228				

ESTIMATE N^o E-147098.3

877-763-5999

TRAFFIC MANAGEMENT, INC.

ITEM NO. 9.



690 Quinn Ave

San Jose, CA 95112

Page 1 of 3

www.trafficmanagement.com

COMPANY:

PHONE:

FAX:

Town of Los Gatos

CONTACT PERSON:

Jessica Ertell

DIRECT PHONE/EXT:

DIRECT FAX:

CELL PHONE:

408-399-5734

EMAIL:

jertell@losgatosca.gov

COMPANY ADDRESS:

41 Miles Ave

CITY, STATE, ZIP:

Los Gatos, CA 95030

JOB LOCATION:

N Santa Cruz Ave & W Main St

CITY / COMMUNITY:

Los Gatos

T.B. MAP PAGE:

PROJECT INFORMATION:

Children's Christmas & Holidays Parade

OTHER INFO:

Union Wages / Saturday Work

CUST. REF #:

N/A

PLAN REFERENCE:

San Jose Branch

CUSTOMER WORK DESCRIPTION:

Parade Work

APPROX. START DATE:

START TIME:

WORK HOURS / DURATION

RFQ #:

1 Day

LN #	QTY	QTY	QTY	RATE	ITEM / DESCRIPTION	TOTAL
1		21 shts		\$275.00 per sheet	Traffic Control Planning (Non-Engineered) (1 Phase) Includes site verification survey and/or verification of existing conditions, traffic planning, and publication of traffic control plans. All plans are designed in accordance with the California M.U.T.C.D. (latest edition), and are submitted to the specifications of the requiring Agency. A four (4) hour minimum is charged on traffic plans, including the submittal of a standard non-engineered plan. Price includes the following: - All plans produced at 1:40" scale on B-size (11" x 17") sheets The following are not included in this price: - Traffic signal plans - Street Lighting plans - Agency plan check fees - Traffic studies (including traffic counting) - Meetings and/or presentations with Cities or other Agencies (other than initial job-walk / project meeting) - More than two (2) corrections from the agency or two (2) submittals - Design changes or modifications not discussed prior to the first draft and/or added after the initial plan submittal (requested by either Customer or Agency) - Plan sets after first four (4) bond and/or one (1) vellum - Traffic control services, equipment, or maintenance - Permits (encroachment, public works, street improvements, etc.) - Price will not include an engineer stamp on traffic control plans. - Special Provisions not provided at time of bid - Price will not include traffic control plans for traffic signal construction drawings - Price will not include traffic control plans for striping plans Price will be based on drawing one (1) phase of non-engineered traffic control plans for the locations listed below: Phase #1 N Santa Cruz Ave & W Main St [Road Closures w/ Detours] (Parade Special Event)	\$5,775.00
2		21 shts		(\$125.00) per sheet	Traffic Control Planning Discount - DD1000 Discount will be applied to line item #1 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$2,625.00)
3		21 shts		\$175.00 per sheet	Engineer Review Plan review and stamp by Certified Traffic Engineer and/or Civil Engineer, fee is in addition to Traffic Control Planning.	\$3,675.00

N^o E-147098.3

Page 2 of 3

4		21 shts		(\$100.00) per sheet	Engineer Review Discount - DD1000 Discount will be applied to line item #3 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$2,100.00)
5					Traffic Control (See Below) Final pricing to be determined upon approved plans.	
6	1 dy	10 ea	3.6 hrs	\$132.00 hourly	One-TC Traffic Control Operation (On-Job Hourly) (Sat) Includes one (1) Traffic Control Truck with a Roof Mounted Flashing Arrow Board and one (1) professionally trained and equipped Traffic Controllers (flagger) to set up and maintain standard closures per MUTCD on rights-of-way up to forty-five (45) mph. Standard traffic control devices included are cones, signs, and barricades per MUTCD. Price is based for time On-Job only and applies to any standby, setup, maintenance, and removal time. Time will be billed in increments of 30 minutes. Mobilization includes up to 40 miles from the nearest TMI branch. Travel exceeding 40 miles will be billed at \$4.00/mile. A four (4.0) hour minimum applies to all labor including jobs canceled after crews are dispatched. Customer must call four (4.0) hours prior to scheduled dispatch or a four (4.0) hour minimum will apply. TMI 24/7 Dispatch Center: 888-722-6796 Overtime rates (\$189.00/hr) apply after eight (8.0) hours and Saturdays. Double time rates (\$325.00/hr) apply after twelve (12.0) hours, Sundays, and Holidays. Emergency and/or Same-Day Callouts not included. Price Excludes: Trailer Mounted Flashing Arrow Board (FAS); Changeable Message Signs (CMS); Truck Mounted Attenuator (TMA); Site orientation classes; Safety Classes; Testing; Engineering; Design; Permits; Licenses; Applications; Mainline (Highway) Work; On/Off Ramps	\$4,752.00
7	1 dy	10 ea		\$23.76 ea/dy	Fuel Surcharge; 5% - SD300-1 A standard fuel surcharge will be applied to line item #6 (any services requiring travel, transportation or mobilization).	\$237.60
8	1 dy	10 ea	7.4 hrs	\$239.00 hourly	One-TC Traffic Control Operation (On-Job Hourly) (Sat) Includes one (1) Traffic Control Truck with a Roof Mounted Flashing Arrow Board and one (1) professionally trained and equipped Traffic Controllers (flagger) to set up and maintain standard closures per MUTCD on rights-of-way up to forty-five (45) mph. Standard traffic control devices included are cones, signs, and barricades per MUTCD. Price is based for time On-Job only and applies to any standby, setup, maintenance, and removal time. Time will be billed in increments of 30 minutes. Mobilization includes up to 40 miles from the nearest TMI branch. Travel exceeding 40 miles will be billed at \$4.00/mile. A four (4.0) hour minimum applies to all labor including jobs canceled after crews are dispatched. Customer must call four (4.0) hours prior to scheduled dispatch or a four (4.0) hour minimum will apply. TMI 24/7 Dispatch Center: 888-722-6796 Overtime rates (\$189.00/hr) apply after eight (8.0) hours and Saturdays. Double time rates (\$325.00/hr) apply after twelve (12.0) hours, Sundays, and Holidays. Emergency and/or Same-Day Callouts not included. Price Excludes: Trailer Mounted Flashing Arrow Board (FAS); Changeable Message Signs (CMS); Truck Mounted Attenuator (TMA); Site orientation classes; Safety Classes; Testing; Engineering; Design; Permits; Licenses; Applications; Mainline (Highway) Work; On/Off Ramps	\$17,686.00

N^o E-147098.3

Page 3 of 3

9	1 dy	10 ea	\$88.43 ea/dy	Fuel Surcharge; 5% - SD300-1 A standard fuel surcharge will be applied to line item #8 (any services requiring travel, transportation or mobilization).	\$884.30
10	1 dy	10 ea	\$65.00 ea/dy	Trailer Mounted Flashing Arrow Sign (FAS) Rental - RA100 Daily rental of one (1) Flashing Arrow Sign (FAS). Delivery, pickup, lost or damaged equipment, equipment maintenance, and setup re-installation or modification not included. Additional rental rate of above equipment; - \$75.00/day; \$275.00/wk; \$575.00/mo(4-wk)	\$650.00
11	1 dy	10 ea	(\$65.00) ea/dy	Trailer Mounted Flashing Arrow Sign (FAS) Rental - RA100 Discount - DD1000 Discount will be applied to line item #8 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$650.00)
12					
13	1 wk	4 ea	\$600.00 weekly	CMS (Changeable Message Sign) Rental - RA200 Weekly rental of one (1) Changeable Message Sign (CMS). Delivery, pickup, lost or damaged equipment, equipment maintenance, and setup re-installation or modification not included. Additional rental rate of above equipment; - \$200.00/day; \$600.00/wk; \$1,300.00/mo(4-wk)	\$2,400.00
14				Bidding Without Plans This estimate is based on description of scope of work as provided by Customer at time of request. Final estimated price to be determined when specific conditions/provisions are provided or traffic control plans have been approved by the Agency. Mobilization costs include up to forty (40) miles from TMI office.	

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availability of traffic control is not guaranteed and is subject to availability and schedule of TMI crews and equipment. Allow up to 14 working days for traffic plan turn-around (from time of order to initial submittal.) Agency approval and turn-around time of traffic control plans may vary and cannot be guaranteed. 8) Permit approval and timeline often vary from Agency to Agency and no guarantee of approval or approval timeline is represented. 9) Compensation will be charged for jobs that require special safety training requirements and security clearance. 10) Unless stated otherwise, this estimate is based on work being performed during normal field working hours (7:00am to 3:30pm) Monday through Friday. Additional costs will be incurred and invoiced for after hours work, weekend and/or holidays. 11) ACCEPTANCE OF THIS ESTIMATE: Unless otherwise agreed in writing, acceptance of this estimate shall authorize TMI to perform all work as stated, and this document shall serve as the binding contract, subject to the terms and conditions herein. 12) FUEL SURCHARGE: A fuel surcharge may be applied to any services requiring travel, transportation or mobilization. 13) RENTAL PROTECTION PROGRAM: All rental orders will be automatically enrolled in Rental Protection Plan (RPP) unless opted out by customer. If customer opts out of RPP, customer assumes sole responsibility for damaged or lost equipment. RPP is not available for registered motor vehicles such as TMA's and traffic control trucks. RPP surcharge will only be applied to equipment rental charges, and not be applied to delivery, installation, removal, or other labor and service charges. RPP Coverage Exclusions: Lost, stolen, or missing equipment; damage resulting from customer misuse or negligence; damages of any

x Enmanuel Toledo

TMI ESTIMATOR

x

CUSTOMER ACKNOWLEDGEMENT

DATE PREPARED:
11/17/2023ESTIMATED TOTAL:
\$30,684.90

ESTIMATE

N^o E-149152.1

877-763-5999

TRAFFIC MANAGEMENT, INC.

690 Quinn Ave

San Jose, CA 95112

ITEM NO. 9.



Page 1 of 3

www.trafficmanagement.com

COMPANY:

PHONE:

FAX:

Town of Los Gatos

CONTACT PERSON:

Jessica Ertell

DIRECT PHONE/EXT:

DIRECT FAX:

CELL PHONE:

408-399-5734

EMAIL:

jertell@losgatosca.gov

COMPANY ADDRESS:

41 Miles Ave

CITY, STATE, ZIP:

Los Gatos, CA 95030

JOB LOCATION:

Johnson Ave

CITY / COMMUNITY:

Los Gatos

T.B. MAP PAGE:

PROJECT INFORMATION:

Johnson Ave - Special Event

OTHER INFO:

Union Wages / Weekday Work

CUST. REF #:

N/A

PLAN REFERENCE:

San Jose Branch

CUSTOMER WORK DESCRIPTION:

Special Event

APPROX. START DATE:

START TIME:

WORK HOURS / DURATION

RFQ #:

1 Day

LN #	QTY	QTY	QTY	RATE	ITEM / DESCRIPTION	TOTAL
1		12 shts		\$275.00 per sheet	Traffic Control Planning (Non-Engineered) (1 Phase) Includes site verification survey and/or verification of existing conditions, traffic planning, and publication of traffic control plans. All plans are designed in accordance with the California M.U.T.C.D. (latest edition), and are submitted to the specifications of the requiring Agency. A four (4) hour minimum is charged on traffic plans, including the submittal of a standard non-engineered plan. Price includes the following: - All plans produced at 1:40" scale on B-size (11" x 17") sheets The following are not included in this price: - Traffic signal plans - Street Lighting plans - Agency plan check fees - Traffic studies (including traffic counting) - Meetings and/or presentations with Cities or other Agencies (other than initial job-walk / project meeting) - More than two (2) corrections from the agency or two (2) submittals - Design changes or modifications not discussed prior to the first draft and/or added after the initial plan submittal (requested by either Customer or Agency) - Plan sets after first four (4) bond and/or one (1) vellum - Traffic control services, equipment, or maintenance - Permits (encroachment, public works, street improvements, etc.) - Price will not include an engineer stamp on traffic control plans. - Special Provisions not provided at time of bid - Price will not include traffic control plans for traffic signal construction drawings - Price will not include traffic control plans for striping plans Price will be based on drawing one (1) phase of non-engineered traffic control plans for the locations listed below: Phase #1: Johnson Ave [Road Closure w/Detours] (Special Event)	\$3,300.00
2		12 shts		(\$125.00) per sheet	Discount - DD1000 Discount will be applied to line item #1 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$1,500.00)
3		12 shts		\$175.00 per sheet	Engineer Review Plan review and stamp by Certified Traffic Engineer and/or Civil Engineer, fee is in addition to Traffic Control Planning.	\$2,100.00

N^o E-149152.1

Page 2 of 3

4		12 shts		(\$100.00) per sheet	Engineer Review Discount - DD1000 Discount will be applied to line item #3 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$1,200.00)
5					Traffic Control (See Below) —	
6	1 dy	6 ea	7 hrs	\$195.00 hourly	One-TC Traffic Control Operation (On-Job Hourly) (ST) Includes one (1) Traffic Control Truck with a Roof Mounted Flashing Arrow Board and one (1) professionally trained and equipped Traffic Controllers (flagger) to set up and maintain standard closures per MUTCD on rights-of-way up to forty-five (45) mph. Standard traffic control devices included are cones, signs, and barricades per MUTCD. Price is based for time On-Job only and applies to any standby, setup, maintenance, and removal time. Time will be billed in increments of 30 minutes. Mobilization includes up to 40 miles from the nearest TMI branch. Travel exceeding 40 miles will be billed at \$4.00/mile. A four (4.0) hour minimum applies to all labor including jobs canceled after crews are dispatched. Customer must call four (4.0) hours prior to scheduled dispatch or a four (4.0) hour minimum will apply. TMI 24/7 Dispatch Center: 888-722-6796 Overtime rates (\$255.00/hr) apply after eight (8.0) hours and Saturdays. Double time rates (\$350.00/hr) apply after twelve (12.0) hours, Sundays, and Holidays. Emergency and/or Same-Day Callouts not included. Price Excludes: Trailer Mounted Flashing Arrow Board (FAS); Changeable Message Signs (CMS); Truck Mounted Attenuator (TMA); Site orientation classes; Safety Classes; Testing; Engineering; Design; Permits; Licenses; Applications; Mainline (Highway) Work; On/Off Ramps	\$8,190.00
7	1 dy	6 ea	7 hrs	(\$24.00) hourly	One-TC Traffic Control Discount - DD1000 Discount will be applied to line item #6 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$1,008.00)
8	1 dy	6 ea		\$68.25 ea/dy	Fuel Surcharge; 5% - SD300-1 A standard fuel surcharge will be applied to line item #6 (any services requiring travel, transportation or mobilization).	\$409.50
9	1 dy	6 ea		\$65.00 ea/dy	Trailer Mounted Flashing Arrow Sign (FAS) Rental - RA100 Daily rental of one (1) "Trailer Mounted Flashing Arrow Sign (FAS) Delivery and pickup not included. Price Excludes: -Traffic cones for FAS trailer taper (typically 9 ea. cones) The customer will be responsible for lost or damaged traffic control equipment. Equipment maintenance, and setup re-installation or modification not included. Additional rental rate of above equipment; - \$65.00/day; \$275.00/wk.; \$575.00 /mo.	\$390.00
10	1 dy	6 ea		(\$65.00) ea/dy	Trailer Mounted Flashing Arrow Sign (FAS) Rental Discount - DD1000 Discount will be applied to line item #9 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$390.00)

11					Bidding Without Plans This estimate is based on description of scope of work as provided by Customer at time of request. Final estimated price to be determined when specific conditions/provisions are provided or traffic control plans have been approved by the Agency. Mobilization costs include up to forty (40) miles from TMI office.	
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crews and equipment. Allow up to 14 working days for traffic plan turn-around (from time of order to initial submittal.) Agency approval and turn-around time of traffic control plans may vary and cannot be guaranteed. 8) Permit approval and timeline often vary from Agency to Agency and no guarantee of approval or approval timeline is represented. 9) Compensation will be charged for jobs that require special safety training requirements and security clearance. 10) Unless stated otherwise, this estimate is based on work being performed during normal field working hours (7:00am to 3:30pm) Monday through Friday. Additional costs will be incurred and invoiced for after hours work, weekend and/or holidays. 11) ACCEPTANCE OF THIS ESTIMATE: Unless otherwise agreed in writing, acceptance of this estimate shall authorize TMI to perform all work as stated, and this document shall serve as the binding contract, subject to the terms and conditions herein. 12) FUEL SURCHARGE: A fuel surcharge may be applied to any services requiring travel, transportation or mobilization. 13) RENTAL PROTECTION PROGRAM: All rental orders will be automatically enrolled in Rental Protection Plan (RPP) unless opted out by customer. If customer opts out of RPP, customer assumes sole responsibility for damaged or lost equipment. RPP is not available for registered motor vehicles such as TMA's and traffic control trucks. RPP surcharge will only be applied to equipment rental charges, and not be applied to delivery, installation, removal, or other labor and service charges. RPP Coverage Exclusions: Lost, stolen, or missing equipment; damage resulting from customer misuse or negligence; damages of any kind to third parties.

x Enmanuel Toledo
TMI ESTIMATOR

x
CUSTOMER ACKNOWLEDGEMENT

DATE PREPARED: 10/25/2023
ESTIMATED TOTAL: \$10,291.50

ESTIMATE

N^o E-147103.1

877-763-5999

TRAFFIC MANAGEMENT, INC.

ITEM NO. 9.



690 Quinn Ave

San Jose, CA 95112

Page 1 of 3

www.trafficmanagement.com

COMPANY:

PHONE:

FAX:

Town of Los Gatos

CONTACT PERSON:

Jessica Ertell

DIRECT PHONE/EXT:

DIRECT FAX:

CELL PHONE:

408-399-5734

EMAIL:

jertell@losgatosca.gov

COMPANY ADDRESS:

41 Miles Ave

CITY, STATE, ZIP:

Los Gatos, CA 95030

JOB LOCATION:

Tait Ave and W Main St

CITY / COMMUNITY:

Los Gatos

T.B. MAP PAGE:

PROJECT INFORMATION:

Neighborhood Trick or Treating (Tait Ave) Project

OTHER INFO:

Union Wages / Weekday Work

CUST. REF #:

N/A

PLAN REFERENCE:

San Jose Branch

CUSTOMER WORK DESCRIPTION:

Special Event

APPROX. START DATE:

START TIME:

WORK HOURS / DURATION

RFQ #:

1 Day

LN #	QTY	QTY	QTY	RATE	ITEM / DESCRIPTION	TOTAL
1		10 shts		\$275.00 per sheet	Traffic Control Planning (Non-Engineered) (1 Phase) Includes site verification survey and/or verification of existing conditions, traffic planning, and publication of traffic control plans. All plans are designed in accordance with the California M.U.T.C.D. (latest edition), and are submitted to the specifications of the requiring Agency. A four (4) hour minimum is charged on traffic plans, including the submittal of a standard non-engineered plan. Price includes the following: - All plans produced at 1:40" scale on B-size (11" x 17") sheets The following are not included in this price: - Traffic signal plans - Street Lighting plans - Agency plan check fees - Traffic studies (including traffic counting) - Meetings and/or presentations with Cities or other Agencies (other than initial job-walk / project meeting) - More than two (2) corrections from the agency or two (2) submittals - Design changes or modifications not discussed prior to the first draft and/or added after the initial plan submittal (requested by either Customer or Agency) - Plan sets after first four (4) bond and/or one (1) vellum - Traffic control services, equipment, or maintenance - Permits (encroachment, public works, street improvements, etc.) - Price will not include an engineer stamp on traffic control plans. - Special Provisions not provided at time of bid - Price will not include traffic control plans for traffic signal construction drawings - Price will not include traffic control plans for striping plans Price will be based on drawing one (1) phase of non-engineered traffic control plans for the locations listed below: Phase #1 Tait Ave [Road Closure w/Detours] (Special Event)	\$2,750.00
2		10 shts		(\$125.00) per sheet	Discount - DD1000 Discount will be applied to line item #1 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$1,250.00)
3		10 shts		\$175.00 per sheet	Engineer Review Plan review and stamp by Certified Traffic Engineer and/or Civil Engineer, fee is in addition to Traffic Control Planning.	\$1,750.00

N^o E-147103.1

Page 2 of 3

4		10 shts		(\$100.00) per sheet	Discount - DD1000 Discount will be applied to line item #3 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$1,000.00)
5					Traffic Control (See Below) Final pricing to be determined upon approved plans.	
6	1 dy	4 ea	7 hrs	\$195.00 hourly	One-TC Traffic Control Operation (On-Job Hourly) (ST) Includes one (1) Traffic Control Truck with a Roof Mounted Flashing Arrow Board and one (1) professionally trained and equipped Traffic Controllers (flagger) to set up and maintain standard closures per MUTCD on rights-of-way up to forty-five (45) mph. Standard traffic control devices included are cones, signs, and barricades per MUTCD. Price is based for time On-Job only and applies to any standby, setup, maintenance, and removal time. Time will be billed in increments of 30 minutes. Mobilization includes up to 40 miles from the nearest TMI branch. Travel exceeding 40 miles will be billed at \$4.00/mile. A four (4.0) hour minimum applies to all labor including jobs canceled after crews are dispatched. Customer must call four (4.0) hours prior to scheduled dispatch or a four (4.0) hour minimum will apply. TMI 24/7 Dispatch Center: 888-722-6796 Overtime rates (\$255.00/hr) apply after eight (8.0) hours and Saturdays. Double time rates (\$350.00/hr) apply after twelve (12.0) hours, Sundays, and Holidays. Emergency and/or Same-Day Callouts not included. Price Excludes: Trailer Mounted Flashing Arrow Board (FAS); Changeable Message Signs (CMS); Truck Mounted Attenuator (TMA); Site orientation classes; Safety Classes; Testing; Engineering; Design; Permits; Licenses; Applications; Mainline (Highway) Work; On/Off Ramps	\$5,460.00
7	1 dy	4 ea	7 hrs	(\$24.00) hourly	One-TC Traffic Control Discount - DD1000 Discount will be applied to line item #6 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$672.00)
8	1 dy	4 ea		\$68.25 ea/dy	Fuel Surcharge; 5% - SD300-1 A standard fuel surcharge will be applied to line item #6 (any services requiring travel, transportation or mobilization).	\$273.00
9	1 dy	4 ea		\$65.00 ea/dy	Trailer Mounted Flashing Arrow Sign (FAS) Rental - RA100 Daily rental of one (1) "Trailer Mounted Flashing Arrow Sign (FAS) Delivery and pickup not included. Price Excludes: -Traffic cones for FAS trailer taper (typically 9 ea. cones) The customer will be responsible for lost or damaged traffic control equipment. Equipment maintenance, and setup re-installation or modification not included. Additional rental rate of above equipment; - \$65.00/day; \$275.00/wk.; \$575.00 /mo.	\$260.00
10	1 dy	4 ea		(\$65.00) ea/dy	Trailer Mounted Flashing Arrow Sign (FAS) Rental Discount - DD1000 Discount will be applied to line item #9 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$260.00)

11					Bidding Without Plans This estimate is based on description of scope of work as provided by Customer at time of request. Final estimated price to be determined when specific conditions/provisions are provided or traffic control plans have been approved by the Agency. Mobilization costs include up to forty (40) miles from TMI office.	
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EXCLUSIONS:
The following is not included in this estimate: Tax; Encroachment Permits; Traffic Signal Plans; Posting of "No Parking" Signs; Lost or damaged equipment; Business and/or resident notification; Temporary striping or striping removal; Construction fencing; Steel/trench plates; Changeable message signs (CMS); Custom signage; Replacement or modification of existing facilities; Other

STANDARD TERMS & CONDITIONS:
1) Although TMI maintains standard general liability, workers compensation, and other insurance coverages, additional costs may be incurred for the issuance of insurance certificates that require special wording, endorsements, or additional coverages or policy changes. 2) Information provided herein should be relied on for estimating purposes only. 3) This estimate is based on information available and/or provided at the time of the estimate request, such as current permit rates and requirements from public agencies, and is subject to change without notice. 4) TMI reserves the right to modify this estimate should the scope of the project change or additional information is provided. 5) Unless otherwise specified, individual line items and rates are based on acceptance of the estimate as a whole. Significant changes in quantities, addition/deletion of line-items, or selection of single line-items may result in price changes. 6) Prices are valid for up to 60 days. 7) All orders for standard traffic control and equipment (without permit or posting requirements), will require at least three working days advance notice; additional time may be required for non-standard and/or large scale traffic control. General availability of traffic control is not guaranteed and is subject to availability and schedule of TMI

crews and equipment. Allow up to 14 working days for traffic plan turn-around (from time of order to initial submittal.) Agency approval and turn-around time of traffic control plans may vary and cannot be guaranteed. 8) Permit approval and timeline often vary from Agency to Agency and no guarantee of approval or approval timeline is represented. 9) Compensation will be charged for jobs that require special safety training requirements and security clearance. 10) Unless stated otherwise, this estimate is based on work being performed during normal field working hours (7:00am to 3:30pm) Monday through Friday. Additional costs will be incurred and invoiced for after hours work, weekend and/or holidays. 11) ACCEPTANCE OF THIS ESTIMATE: Unless otherwise agreed in writing, acceptance of this estimate shall authorize TMI to perform all work as stated, and this document shall serve as the binding contract, subject to the terms and conditions herein. 12) FUEL SURCHARGE: A fuel surcharge may be applied to any services requiring travel, transportation or mobilization. 13) RENTAL PROTECTION PROGRAM: All rental orders will be automatically enrolled in Rental Protection Plan (RPP) unless opted out by customer. If customer opts out of RPP, customer assumes sole responsibility for damaged or lost equipment. RPP is not available for registered motor vehicles such as TMA's and traffic control trucks. RPP surcharge will only be applied to equipment rental charges, and not be applied to delivery, installation, removal, or other labor and service charges. RPP Coverage Exclusions: Lost, stolen, or missing equipment; damage resulting from customer misuse or negligence; damages of any kind to third parties.

ESTIMATE N^o E-152334

877-763-5999

TRAFFIC MANAGEMENT, INC.

ITEM NO. 9.



Page 1 of 2

www.trafficmanagement.com

690 Quinn Ave
San Jose, CA 95112

COMPANY:

PHONE:

FAX:

Town of Los Gatos

CONTACT PERSON:

Jessica Ertell

DIRECT PHONE/EXT:

DIRECT FAX:

CELL PHONE:

408-399-5734

EMAIL:

jertell@losgatosca.gov

COMPANY ADDRESS:

41 Miles Ave

CITY, STATE, ZIP:

Los Gatos, CA 95030

JOB LOCATION:

Tait Ave and W Main St

CITY / COMMUNITY:

Los Gatos

T.B. MAP PAGE:

PROJECT INFORMATION:

Neighborhood Trick or Treating (Tait Ave) Project

OTHER INFO:

Union Wages / Weekday Work

CUST. REF #:

N/A

PLAN REFERENCE:

San Jose Branch

CUSTOMER WORK DESCRIPTION:

Special Event

APPROX. START DATE:

START TIME:

WORK HOURS / DURATION

RFQ #:

1 Day

LN #	QTY	QTY	QTY	RATE	ITEM / DESCRIPTION	TOTAL
1					Traffic Control Per TCP (See Below)	
2	1 dy	4 ea	7 hrs	\$195.00 hourly	One-TC Traffic Control Operation (On-Job Hourly) (ST) Includes one (1) Traffic Control Truck with a Roof Mounted Flashing Arrow Board and one (1) professionally trained and equipped Traffic Controllers (flagger) to set up and maintain standard closures per MUTCD on rights-of-way up to forty-five (45) mph. Standard traffic control devices included are cones, signs, and barricades per MUTCD. Price is based for time On-Job only and applies to any standby, setup, maintenance, and removal time. Time will be billed in increments of 30 minutes. Mobilization includes up to 40 miles from the nearest TMI branch. Travel exceeding 40 miles will be billed at \$4.00/mile. A four (4.0) hour minimum applies to all labor including jobs canceled after crews are dispatched. Customer must call four (4.0) hours prior to scheduled dispatch or a four (4.0) hour minimum will apply. TMI 24/7 Dispatch Center: 888-722-6796 Overtime rates (\$255.00/hr) apply after eight (8.0) hours and Saturdays. Double time rates (\$350.00/hr) apply after twelve (12.0) hours, Sundays, and Holidays. Emergency and/or Same-Day Callouts not included. Price Excludes: Trailer Mounted Flashing Arrow Board (FAS); Changeable Message Signs (CMS); Truck Mounted Attenuator (TMA); Site orientation classes; Safety Classes; Testing; Engineering; Design; Permits; Licenses; Applications; Mainline (Highway) Work; On/Off Ramps	\$5,460.00
3	1 dy	4 ea	7 hrs	(\$24.00) hourly	One-TC Traffic Control Discount - DD1000 Discount will be applied to line item #2 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$672.00)
4	1 dy	4 ea		\$68.25 ea/dy	Fuel Surcharge; 5% - SD300-1 A standard fuel surcharge will be applied to line item #2 - 3 (any services requiring travel, transportation or mobilization).	\$273.00

5	1 dy	4 ea	\$65.00 ea/dy	Trailer Mounted Flashing Arrow Sign (FAS) Rental - RA100 Daily rental of one (1) "Trailer Mounted Flashing Arrow Sign (FAS) Delivery and pickup not included. Price Excludes: -Traffic cones for FAS trailer taper (typically 9 ea. cones) The customer will be responsible for lost or damaged traffic control equipment. Equipment maintenance, and setup re-installation or modification not included. Additional rental rate of above equipment; - \$65.00/day; \$275.00/wk.; \$575.00 /mo.	\$260.00
6	1 dy	4 ea	(\$65.00) ea/dy	Trailer Mounted Flashing Arrow Sign (FAS) Rental Discount - DD1000 Discount will be applied to line item #5 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$260.00)
7					
8				PLA Exclusion The quoted price does not include nor cover any PLA requirements. No PLA (Project Labor Agreement) has been provided and no PLA wages are included in this price.	

EXCLUSIONS:

The following is not included in this estimate: Tax; Encroachment Permits; Traffic Control Plans; Traffic Signal Plans; Posting of "No Parking" Signs; Lost or damaged equipment; Business and/or resident notification; Temporary striping or striping removal; Construction fencing; Steel/trench plates; Changeable message signs (CMS); Custom signage; Replacement or modification of existing facilities; Other

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x Enmanuel Toledo

TMI ESTIMATOR

x

CUSTOMER ACKNOWLEDGEMENT

DATE PREPARED:
7/12/2024ESTIMATED TOTAL:
\$5,061.00

ESTIMATE N^o E-152333

Page 1 of 2

877-763-5999

www.trafficmanagement.com

TRAFFIC MANAGEMENT, INC.

690 Quinn Ave
San Jose, CA 95112

ITEM NO. 9.



COMPANY:

Town of Los Gatos

PHONE:

FAX:

CONTACT PERSON:

Jessica Ertell

DIRECT PHONE/EXT:

DIRECT FAX:

CELL PHONE:

408-399-5734

EMAIL:

jertell@losgatosca.gov

COMPANY ADDRESS:

41 Miles Ave

CITY, STATE, ZIP:

Los Gatos, CA 95030

JOB LOCATION:

Johnson Ave

CITY / COMMUNITY:

Los Gatos

T.B. MAP PAGE:

PROJECT INFORMATION:

Johnson Ave - Special Event

OTHER INFO:

Union Wages / Weekday Work

CUST. REF #:

N/A

PLAN REFERENCE:

San Jose Branch

CUSTOMER WORK DESCRIPTION:

Special Event

APPROX. START DATE:

START TIME:

WORK HOURS / DURATION

RFQ #:

1 Day

LN #	QTY	QTY	QTY	RATE	ITEM / DESCRIPTION	TOTAL
1					Traffic Control Per TCP (See Below) —	
2	1 dy	6 ea	7 hrs	\$195.00 hourly	One-TC Traffic Control Operation (On-Job Hourly) (ST) Includes one (1) Traffic Control Truck with a Roof Mounted Flashing Arrow Board and one (1) professionally trained and equipped Traffic Controllers (flagger) to set up and maintain standard closures per MUTCD on rights-of-way up to forty-five (45) mph. Standard traffic control devices included are cones, signs, and barricades per MUTCD. Price is based for time On-Job only and applies to any standby, setup, maintenance, and removal time. Time will be billed in increments of 30 minutes. Mobilization includes up to 40 miles from the nearest TMI branch. Travel exceeding 40 miles will be billed at \$4.00/mile. A four (4.0) hour minimum applies to all labor including jobs canceled after crews are dispatched. Customer must call four (4.0) hours prior to scheduled dispatch or a four (4.0) hour minimum will apply. TMI 24/7 Dispatch Center: 888-722-6796 Overtime rates (\$255.00/hr) apply after eight (8.0) hours and Saturdays. Double time rates (\$350.00/hr) apply after twelve (12.0) hours, Sundays, and Holidays. Emergency and/or Same-Day Callouts not included. Price Excludes: Trailer Mounted Flashing Arrow Board (FAS); Changeable Message Signs (CMS); Truck Mounted Attenuator (TMA); Site orientation classes; Safety Classes; Testing; Engineering; Design; Permits; Licenses; Applications; Mainline (Highway) Work; On/Off Ramps	\$8,190.00
3	1 dy	6 ea	7 hrs	(\$24.00) hourly	One-TC Traffic Control Discount - DD1000 Discount will be applied to line item #2 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$1,008.00)
4	1 dy	6 ea		\$68.25 ea/dy	Fuel Surcharge; 5% - SD300-1 A standard fuel surcharge will be applied to line item #2 - 3 (any services requiring travel, transportation or mobilization).	\$409.50

5	1 dy	6 ea	\$65.00 ea/dy	Trailer Mounted Flashing Arrow Sign (FAS) Rental - RA100 Daily rental of one (1) "Trailer Mounted Flashing Arrow Sign (FAS) Delivery and pickup not included. Price Excludes: -Traffic cones for FAS trailer taper (typically 9 ea. cones) The customer will be responsible for lost or damaged traffic control equipment. Equipment maintenance, and setup re-installation or modification not included. Additional rental rate of above equipment; - \$65.00/day; \$275.00/wk.; \$575.00 /mo.	\$390.00
6	1 dy	6 ea	(\$65.00) ea/dy	Trailer Mounted Flashing Arrow Sign (FAS) Rental Discount - DD1000 Discount will be applied to line item #5 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$390.00)
7					
8				PLA Exclusion The quoted price does not include nor cover any PLA requirements. No PLA (Project Labor Agreement) has been provided and no PLA wages are included in this price.	

EXCLUSIONS:

The following is not included in this estimate: Tax; Encroachment Permits; Traffic Control Plans; Traffic Signal Plans; Posting of "No Parking" Signs; Lost or damaged equipment; Business and/or resident notification; Temporary striping or striping removal; Construction fencing; Steel/trench plates; Changeable message signs (CMS); Custom signage; Replacement or modification of existing facilities; Other

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availability of traffic control is not guaranteed and is subject to availability and schedule of TMI crews and equipment. Allow up to 14 working days for traffic plan turn-around (from time of order to initial submittal.) Agency approval and turn-around time of traffic control plans may vary and cannot be guaranteed. 8) Permit approval and timeline often vary from Agency to Agency and no guarantee of approval or approval timeline is represented. 9) Compensation will be charged for jobs that require special safety training requirements and security clearance. 10) Unless stated otherwise, this estimate is based on work being performed during normal field working hours (7:00am to 3:30pm) Monday through Friday. Additional costs will be incurred and invoiced for after hours work, weekend and/or holidays. 11) ACCEPTANCE OF THIS ESTIMATE: Unless otherwise agreed in writing, acceptance of this estimate shall authorize TMI to perform all work as stated, and this document shall serve as the binding contract, subject to the terms and conditions herein. 12) FUEL SURCHARGE: A fuel surcharge may be applied to any services requiring travel, transportation or mobilization. 13) RENTAL PROTECTION PROGRAM: All rental orders will be automatically enrolled in Rental Protection Plan (RPP) unless opted out by customer. If customer opts out of RPP, customer assumes sole responsibility for damaged or lost equipment. RPP is not available for registered motor vehicles such as TMA's and traffic control trucks. RPP surcharge will only be applied to equipment rental charges, and not be applied to delivery, installation, removal, or other labor and service charges. RPP Coverage Exclusions: Lost, stolen, or missing equipment; damage resulting from customer misuse or negligence; damages of any kind to third parties.

x Enmanuel Toledo

TMI ESTIMATOR

x

CUSTOMER ACKNOWLEDGEMENT

DATE PREPARED:
7/12/2024ESTIMATED TOTAL:
\$7,591.50

ESTIMATE N^o E-152332.1

Page 1 of 3

877-763-5999

TRAFFIC MANAGEMENT, INC.

ITEM NO. 9.

www.trafficmanagement.com

690 Quinn Ave
San Jose, CA 95112



COMPANY:

PHONE:

FAX:

Town of Los Gatos

CONTACT PERSON:

Jessica Ertell

DIRECT PHONE/EXT:

DIRECT FAX:

CELL PHONE:

408-399-5734

EMAIL:

jertell@losgatosca.gov

COMPANY ADDRESS:

41 Miles Ave

CITY, STATE, ZIP:

Los Gatos, CA 95030

JOB LOCATION:

N Santa Cruz Ave & W Main St

CITY / COMMUNITY:

Los Gatos

T.B. MAP PAGE:

PROJECT INFORMATION:

Children's Christmas & Holidays Parade

OTHER INFO:

Union Wages / Saturday Work

CUST. REF #:

N/A

PLAN REFERENCE:

San Jose Branch

CUSTOMER WORK DESCRIPTION:

Parade Work

APPROX. START DATE:

START TIME:

WORK HOURS / DURATION

RFQ #:

1 Day

LN #	QTY	QTY	QTY	RATE	ITEM / DESCRIPTION	TOTAL
1					Traffic Control Per TCP (See Below) —	
2	1 dy	10 ea	4 hrs	\$132.00 hourly	One-TC Traffic Control Operation (On-Job Hourly) (Sat) Includes one (1) Traffic Control Truck with a Roof Mounted Flashing Arrow Board and one (1) professionally trained and equipped Traffic Controllers (flagger) to set up and maintain standard closures per MUTCD on rights-of-way up to forty-five (45) mph. Standard traffic control devices included are cones, signs, and barricades per MUTCD. Price is based for time On-Job only and applies to any standby, setup, maintenance, and removal time. Time will be billed in increments of 30 minutes. Mobilization includes up to 40 miles from the nearest TMI branch. Travel exceeding 40 miles will be billed at \$4.00/mile. A four (4.0) hour minimum applies to all labor including jobs canceled after crews are dispatched. Customer must call four (4.0) hours prior to scheduled dispatch or a four (4.0) hour minimum will apply. TMI 24/7 Dispatch Center: 888-722-6796 Overtime rates (\$189.00/hr) apply after eight (8.0) hours and Saturdays. Double time rates (\$325.00/hr) apply after twelve (12.0) hours, Sundays, and Holidays. Emergency and/or Same-Day Callouts not included. Price Excludes: Trailer Mounted Flashing Arrow Board (FAS); Changeable Message Signs (CMS); Truck Mounted Attenuator (TMA); Site orientation classes; Safety Classes; Testing; Engineering; Design; Permits; Licenses; Applications; Mainline (Highway) Work; On/Off Ramps	\$5,280.00
3	1 dy	10 ea		\$26.40 ea/dy	Fuel Surcharge; 5% - SD300-1 A standard fuel surcharge will be applied to line item #2 (any services requiring travel, transportation or mobilization).	\$264.00

4	1 dy	10 ea	8 hrs	\$239.00 hourly	One-TC Traffic Control Operation (On-Job Hourly) (Sat) Includes one (1) Traffic Control Truck with a Roof Mounted Flashing Arrow Board and one (1) professionally trained and equipped Traffic Controllers (flagger) to set up and maintain standard closures per MUTCD on rights-of-way up to forty-five (45) mph. Standard traffic control devices included are cones, signs, and barricades per MUTCD. Price is based for time On-Job only and applies to any standby, setup, maintenance, and removal time. Time will be billed in increments of 30 minutes. Mobilization includes up to 40 miles from the nearest TMI branch. Travel exceeding 40 miles will be billed at \$4.00/mile. A four (4.0) hour minimum applies to all labor including jobs canceled after crews are dispatched. Customer must call four (4.0) hours prior to scheduled dispatch or a four (4.0) hour minimum will apply. TMI 24/7 Dispatch Center: 888-722-6796 Overtime rates (\$189.00/hr) apply after eight (8.0) hours and Saturdays. Double time rates (\$325.00/hr) apply after twelve (12.0) hours, Sundays, and Holidays. Emergency and/or Same-Day Callouts not included. Price Excludes: Trailer Mounted Flashing Arrow Board (FAS); Changeable Message Signs (CMS); Truck Mounted Attenuator (TMA); Site orientation classes; Safety Classes; Testing; Engineering; Design; Permits; Licenses; Applications; Mainline (Highway) Work; On/Off Ramps	\$19,120.00
5	1 dy	10 ea		\$95.60 ea/dy	Fuel Surcharge; 5% - SD300-1 A standard fuel surcharge will be applied to line item #4 (any services requiring travel, transportation or mobilization).	\$956.00
6	1 dy	10 ea		\$65.00 ea/dy	Trailer Mounted Flashing Arrow Sign (FAS) Rental - RA100 Daily rental of one (1) Flashing Arrow Sign (FAS). Delivery, pickup, lost or damaged equipment, equipment maintenance, and setup re-installation or modification not included. Additional rental rate of above equipment; - \$75.00/day; \$275.00/wk; \$575.00/mo(4-wk)	\$650.00
7	1 dy	10 ea		(\$65.00) ea/dy	Trailer Mounted Flashing Arrow Sign (FAS) Rental - RA100 Discount - DD1000 Discount will be applied to line item #6 and is subject to the following conditions; all payments relating to this project will be made subject to TMI's payment terms; performance of complete scope of work as described on this estimate.	(\$650.00)
8						
9	1 wk	8 ea		\$600.00 weekly	CMS (Changeable Message Sign) Rental - RA200 Weekly rental of one (1) Changeable Message Sign (CMS). Delivery, pickup, lost or damaged equipment, equipment maintenance, and setup re-installation or modification not included. Additional rental rate of above equipment; - \$200.00/day; \$600.00/wk; \$1,300.00/mo(4-wk)	\$4,800.00

10	1 wk	8 ea		\$90.00 weekly	Rental Protection Program (RPP) RPP is coverage of unforeseen damage to rental equipment, a 15% surcharge will be added to all rental invoice(s) related to the Rental Agreement(s) for this Estimate or Project. See Terms & Conditions for details. With RPP, TMI will cover 100% of the repair cost for the first \$500 of each damaged item. Furthermore, in the event that the repair costs exceed \$500 per item, TMI will cover 90% of the balance. Customers are only responsible for 10% of any repair costs over \$500 per item. Exclusions: Misuse or negligence, Lost, stolen, or missing equipment, and any 3rd party damages; Vehicles such as trucks, TMA's, etc.); To opt-out of RPP, initial here x _____. By opting out, customer will be responsible for any and all damages to Rental Equipment.	\$720.00
11					—	
12					PLA Exclusion The quoted price does not include nor cover any PLA requirements. No PLA (Project Labor Agreement) has been provided and no PLA wages are included in this price.	

EXCLUSIONS:

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x Enmanuel Toledo

TMI ESTIMATOR

x

CUSTOMER ACKNOWLEDGEMENT

DATE PREPARED:
8/14/2024ESTIMATED TOTAL:
\$31,140.00



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO: 10

ITEM NO. 10.

DATE: August 9, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve and Authorize the Town Manager to Execute a Side Letter of Agreement between the Town of Los Gatos and the Town Employees' Association (TEA) for Alternative 12-hour Dispatch Schedules

RECOMMENDATION:

Approve and authorize the Town Manager to execute a Side Letter of Agreement between the Town of Los Gatos and the Town Employees' Association (TEA) for alternative 12-hour Dispatch schedules

BACKGROUND:

The Los Gatos-Monte Sereno Police Department currently budgets for eight Communication Dispatchers to intake emergency and non-emergency calls. Seven of those positions are currently filled. As one of the Dispatchers is in training, the six fully trained Dispatchers currently fill the following shifts:

- Day Shift – 6:00 a.m. – 6:00 p.m.
- Swing Shift – 12:00 p.m. – 12:00 a.m.
- Mid Shift – 6:00 p.m. – 6:00 a.m.

Currently, there are 96 hours of overtime built in the schedule. The six Dispatchers each work eight hours of overtime per pay period to ensure that there is adequate coverage. Each Dispatcher works four days in the first week of the pay period and three days in the second week of the pay period. Each four-day work week results in the eight hours of overtime.

Additionally, from 12:00 a.m. – 6:00 a.m., there is only one Dispatcher on duty. If a Dispatcher needs to leave their work area, they must contact a Patrol Officer to cover the phones in case of

PREPARED BY: Cheryl Parkman
Human Resources Director

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

SUBJECT: TEA Dispatcher Shift Change Side Letter

DATE: August 9, 2024

BACKGROUND (continued):

emergency calls. If there is an influx of emergency calls, the sole Dispatcher on duty will also need to call Patrol for assistance.

The current work week is designated Sunday through Saturday. Due to federal Fair Labor Standards Act (FLSA) guidelines, if more than 40 hours are worked within the designated workweek, then the Town is required to pay those additional hours at the overtime rate.

DISCUSSION:

In collaboration with TEA, the Police Department proposed that the Dispatchers implement two changes to the 12-hour schedules:

1. Use a different designation of the workweek
2. Add a midnight shift

FLSA regulations allow employers to designate the workweek. Although the Dispatchers currently work 12-hour shifts, the designation of the workweek from Sunday – Saturday requires the Town to pay eight hours of overtime for each of the six Dispatchers every pay period. In the proposed 12-hour shift changes, the work weeks would be designated to accommodate each Dispatcher working only 40 hours in one workweek and 80 hours in one pay period.

By changing the designation of the workweek, the amount of built in overtime will be reduced for each staff member by eight hours per pay period when the Dispatch unit is fully staffed. Until such time, there will still be at least 24 hours of built-in overtime per month for the Dispatch unit, which is still an improvement over the 96 hours of built-in overtime per month built into the schedule.

With the addition of a midnight shift, there will be increased coverage from the hours of 12:00 a.m. – 6:00 a.m. each day. During those hours, there is currently only one Dispatcher on shift. This change will allow for at least two Dispatchers to be on shift with, the exception of Sunday from 4:00 a.m. – 12:00 p.m. This is a 75% increase in coverage, and Sundays have typically lower call volumes for Dispatch. Should there be a need to change schedules in the future to accommodate more coverage, the Police Chief has the discretion to review the schedules.

CONCLUSION:

Staff has met its obligation to meet and confer with TEA on the proposed Side Letter. In addition, the proposed schedules have been reviewed with the Town's outside employee

SUBJECT: TEA Dispatcher Shift Change Side Letter

DATE: August 9, 2024

CONCLUSION (continued):

relations consultant for FLSA compliance. TEA has indicated support for the proposed schedules.

COORDINATION:

The preparation of this report was coordinated with the Human Resources Department, Police Department, Finance Department, Town Attorney's Office, and Town Manager's Office.

FISCAL IMPACT:

This change will result in a cost savings due to the decrease in overtime costs. Based on the average overtime in the last six months, the overtime costs would decrease by an estimated \$17,000 per month when the seven Dispatchers move to the proposed schedule as built in overtime would decrease to 24 hours per month. When the Dispatch unit is fully staffed, the estimated savings per month would increase to \$19,900 per month as there would be no built-in overtime for Dispatch staff. Please note that there may be occasions where scheduled training and vacations and unscheduled leave result in overtime, but it would not be built into the regular schedule for Dispatchers.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. 12-Hour Dispatch Shift Side Letter with TEA

**SIDE LETTER OF AGREEMENT
BETWEEN THE
TOWN OF LOS GATOS AND THE TOWN EMPLOYEES' ASSOCIATION**

The Town of Los Gatos (Town) and the Town Employees' Association have met and conferred in good faith and hereby agree to the following to decrease overtime hours and increase Dispatcher coverage:

1. Effective as soon as practicable, the Los Gatos-Monte Sereno Police Department's Communication Dispatch employees will have the ability to bid on four different work schedules that provide an alternative work schedule of majority 12-hour shifts. The shifts offered to the Communication Dispatch employees will be:
 1. Day Shift;
 2. Mid Shift;
 3. Swing Shift; and
 4. Midnight Shift
2. Pursuant TEA MOU Section 7.7.1, a Dispatcher's schedule will consist of seven separate work days for a total of 80 hours during a Town-designated fourteen-day pay period, for which the schedule includes 3 twelve-hour days and 1 four-hour day in one week and 3 twelve-hour days and 1 four-hour day in the other week. For payroll purposes, each employee has a designated start and end time to begin and end their work week.
3. The parties agree that an employee's work schedule will be modified such that each workweek shall only consist of 40 hours in a seven-day workweek and 80 hours per pay period. These schedules shall be in conformance with FLSA regulations.
4. Overtime shall be payable in accordance with Section 11.4 of the MOU. Where applicable and in accordance with the TEA MOU, the Department may permit an employee to take compensatory time in lieu of paid overtime.
5. Dispatchers will continue to use current shift bidding procedures to bid on the new shift schedules.
6. Pursuant to TEA MOU Section 7.6.4, employees may also make requests for temporary changes to their normal work schedule. In those cases, the employee's schedule may change with the approval of the employee's Department Director (e.g. an earlier start and end of shift or a change in the number of hours per day), so long as that change does not result in overtime liability to the Town.
7. This side letter will continue at the discretion of the Chief of Police based on periodic reviews and evaluations of the operational needs of the Department. Should the Chief of Police decide to discontinue the 12-hour alternative work schedules, the employees

will receive advanced notice for the next shift bidding process. The termination of the 12-hour alternative work schedule is not subject to any grievance or appeal procedure.

8. The parties agree that this side letter is subject to Council approval.

FOR TEA:

TOWN OF LOS GATOS:

Christine Crossen,
Communications Dispatcher Lead

Laurel Prevetti, Town Manager

APPROVED AS TO FORM:

Gabrielle Whelan, Town Attorney



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO: 11

ITEM NO. 11.

DATE: August 13, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve and Authorize the Town Manager to Execute an Extension of a Side Letter Agreement Between the Town of Los Gatos and the Town Employee Association (TEA) for the Dispatcher Retention and Recruitment Bonus Through the Pay Period Starting July 21, 2024

RECOMMENDATION:

Approve and authorize the Town Manager to execute an extension of a Side Letter Agreement (Attachment 1) between the Town of Los Gatos and the Town Employee Association (TEA) for the Dispatcher Retention and Recruitment Bonus through the pay period starting July 21, 2024.

BACKGROUND:

Public safety departments throughout the nation and State are experiencing a staffing crisis. The attrition in Police Officers and Dispatchers is attributed to the COVID-19 pandemic, public demonstrations, heightened anti-Police sentiment, accelerated resignations and retirements, a diminished applicant pool, and other factors.

The Los Gatos-Monte Sereno Police Department (LGMSPD) faces the same challenges. The Town and the Department have implemented innovative recruitment strategies, including the direct involvement of existing staff in outreach and promotion of our opportunities. The Department has also invested in its culture of community policing, wellness, and training to retain qualified personnel.

Dispatch has eight budgeted positions. Currently there are six operational Dispatchers and one in training. In collaboration with the Town's Human Resources Department, the Town is continuously recruiting, interviewing, backgrounding, and offering Dispatch positions.

PREPARED BY: Katy Nomura
Assistant Town Manager

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

SUBJECT: TEA Dispatcher Retention Side Letter

DATE: August 13, 2024

DISCUSSION:

On November 7, 2023, the Town Council approved a Dispatcher Retention and Recruitment Bonus Side Letter that provided a \$577 per pay period retention bonus for full-time Dispatchers that have successfully completed the required Dispatch training program. This bonus ended after the last pay period in June 2024. An extension of this side letter is proposed for two additional pay periods in July. The bonus is non-PERSable.

CONCLUSION:

Staff has met its obligation to meet and confer with the Town Employee Association (TEA) on the proposed Side Letter. TEA has indicated support for the proposal. Therefore, it is recommended that the Side Letter of Agreement be approved, and the Town Manager be authorized to execute the Side Letter.

COORDINATION:

The preparation of this report was coordinated with the Human Resources Department, Police Department, Finance Department, Town Attorney's Office, and Town Manager's Office.

FISCAL IMPACT:

It is anticipated that the costs associated with this Side Letter can be absorbed by the Police Department's existing budget. If it is determined a budget adjustment is necessary in the future, it will be requested at that time.

The longer-term fiscal benefits include reducing overtime costs by improving retention, providing essential public safety services to the community.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Extension of TEA Dispatcher Retention Side Letter

**EXTENSION OF THE SIDE LETTER OF AGREEMENT
BETWEEN THE
TOWN OF LOS GATOS AND THE TOWN EMPLOYEES' ASSOCIATION**

Due to critical and unprecedented retention issues currently faced by the Los Gatos-Monte Sereno Police Department, the Town of Los Gatos (Town) and the Town Employees' Association (TEA), collectively referred to as "parties," having met and conferred in good faith, agree as follows:

1. The parties agree to extend the Side Letter of Agreement, included as Exhibit A, through the pay periods beginning July 7 and July 21, 2024. This will result in eligible employees receiving a non-pensionable lump sum payment of \$577 for each of the July 7 and July 21, 2024 pay periods. Such extension shall be subject to the remainder of the rules outlined in Exhibit A.

FOR TEA:

Christine Crossen,
Communications Dispatcher Lead

Sean Mullin, Senior Planner

TOWN OF LOS GATOS:

Laurel Prevetti, Town Manager

APPROVED AS TO FORM:

Gabrielle Whelan, Town Attorney

EXHIBIT A
SIDE LETTER OF AGREEMENT
BETWEEN THE
TOWN OF LOS GATOS AND THE TOWN EMPLOYEES' ASSOCIATION

Due to critical and unprecedented retention issues currently faced by the Los Gatos-Monte Sereno Police Department, the Town of Los Gatos (Town) and the Town Employees' Association (TEA), collectively referred to as "parties," having met and conferred in good faith, agree as follows:

1. Retroactive to the first full pay period of July 2023, the Town shall pay full-time Communications Dispatchers, Communications Dispatcher Leads, and Senior Communications Dispatchers (collectively referred to as "Dispatchers"), who are in a paid work status and have successfully completed the required dispatch training according to the Lead Communications Dispatcher, a non-pensionable lump sum payment of \$577 per pay period. The Town shall continue to pay \$577 per pay period to Dispatchers who are in a paid work status through June 30, 2024, for up to no more than twenty-six (26) consecutive pay periods, subject to the below conditions.
2. Dispatchers who are not in a paid work status will not receive any amount of additional pay for that pay period under this side letter.
3. As used here, "paid work status" means when a Dispatcher is receiving full or partial compensation by the Town in a pay period through regular pay or approved paid leave. Employees who are not employed by the Town for a full pay period will receive a prorated amount.
4. The Lead Communications Dispatcher will inform the Town of the date on which Dispatchers have successfully completed the required dispatch training program in order for those Dispatchers to be eligible for the additional pay after that date. For the purposes of this side letter, this date cannot be within four months of the Dispatcher's hire date.
5. The parties agree that the Town will not report the payments as pensionable to CalPERS. The Parties further agree that the employee shall be responsible for any employee obligation that arises should CalPERS deem the monthly pay reportable compensation.
6. It is understood that such payment is taxable income and will be subject to appropriate deductions.
7. This side letter, and all monetary benefits contained herein, expires on June 30, 2024, and shall have no further force, effect, or validity after that date.
8. The parties agree that this side letter is not subject to any applicable grievance or other appeal procedure. Clarifications and corrections may be requested if payments are believed to be incorrectly calculated. After review of such requests, the Town's decision on the proper calculation of the payments is final.
9. If the economic impacts of this side letter exceed the amount budgeted by the Town, the Town may reopen this side letter to address such unintended economic impacts.

10. The parties agree that this side letter is subject to Council approval.

FOR TEA:

C 11/31/2023
Christine Crossen,
Communications Dispatcher Lead

Sean Mullin 11/6/23
Sean Mullin
Senior Planner

DocuSigned by: IS:

Laurel Prevetti
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Laurel Prevetti, Town Manager

APPROVED AS TO FORM:

DocuSigned by:

Gabrielle Whelan
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Gabrielle Whelan, Town Attorney



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO: 12

ITEM NO. 12.

DATE: August 9, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve and Authorize the Town Manager to Execute a Side Letter of Agreement between the Town of Los Gatos and the Police Officers' Association (POA) for Patrol 12-Hour Shift Schedules

RECOMMENDATION:

Approve and authorize the Town Manager to execute a Side Letter of Agreement between the Town of Los Gatos and the Police Officers' Association (POA) for Patrol 12-hour shift schedules.

BACKGROUND:

The Los Gatos-Monte Sereno Police Department currently deploys four Patrol teams consisting of Officers, Corporals, and Sergeants on 12.33-hour shifts. The 12.33-hour shifts are worked Monday – Wednesday and every other Thursday or Friday – Saturday and every other Thursday. This schedule can result in 6.31 hours of overtime per Patrol team member per pay period or 12.33 hours of overtime per month. The complexity of the 12.33 shift schedule can create administrative challenges for payroll processing and adjustments.

DISCUSSION:

In collaboration with POA, the Police Department proposed 12-hour shift schedule that would eliminate the additional 0.33 hours per shift. By eliminating the additional 0.33 hours per shift, the proposed schedules would ease the administrative complexity of the current shift schedule and reduce the overtime of each Patrol team member by a minimum of two hours per pay period. The new schedules result in 84 hours of work per pay period. These schedules result in four hours more than 80 hours each pay period. The four hours would be used as needed at the discretion of the Watch Commander based on staffing and operational needs.

PREPARED BY: Cheryl Parkman
Human Resources Director

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

SUBJECT: POA Shift Change Side Letter

DATE: August 9, 2024

DISCUSSION (continued):

In addition, a swing shift will be added from 3:00 p.m. to 1:00 a.m. for certain teams. This new shift would allow for the Police Department to have additional staffing during peak call volume periods. This will not reduce minimum staffing levels.

CONCLUSION:

Staff has met its obligation to meet and confer with POA on the proposed Side Letter. In addition, the proposed schedules have been reviewed with the Town's outside employee relations consultant for FLSA compliance. POA has indicated support for the proposed schedules.

COORDINATION:

The preparation of this report was coordinated with the Human Resources Department, Police Department, Finance Department, Town Attorney's Office, and Town Manager's Office.

FISCAL IMPACT:

This change will result in a costing savings due to the decrease in overtime costs. Based on the overtime costs for the pay periods in July 2024, there would be a minimum savings of \$11,000 per month.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. POA Shift Change Side Letter

**SIDE LETTER OF AGREEMENT
BETWEEN THE
TOWN OF LOS GATOS AND THE LOS GATOS POLICE OFFICERS' ASSOCIATION**

With a goal of developing a more effective operational deployment model for the Patrol Teams, the Town of Los Gatos (Town) and the Los Gatos Police Officers Association (LGPOA), collectively referred to as "parties," having met and conferred in good faith, agree as follows:

- As soon as practicable, the Los Gatos-Monte Sereno Police Departments Patrol Teams will have the ability to bid on three different Patrol Team schedules that work 12-hour shifts known as the Hybrid Wellness Schedule. These shifts are:
 - a. Day Shift (7:00 am – 7:00 pm)
 - b. Night Shift (7:00 pm – 7:00 am)
 - c. Swing Shift (3:00 pm – 1:00 am)
- The parties agree that the Day or Night shift will consist of one work week of four 12-hour shifts, and one work week of three 12-hour shifts in one pay period. These schedules result in eighty-four (84) scheduled hours of work per pay period. The parties agree that the four hours in excess of eighty (80) will be used as needed at the discretion of the Watch Commander based on staffing and operational needs.
- The parties agree that the Swing Shift will consist of four 10-hour shifts per week.
- This side letter incorporates the contractual overtime set forth in Section 20 of the parties' MOU. Notwithstanding the Town's contractual overtime obligations, the Town has established and hereby memorializes a 28-day work period pursuant to the Fair Labor Standards Act at section 29 U.S.C. 207(k) for all eligible law enforcement personnel, regardless of title or rank. Under the town's 28-day 207(k) work period, no statutory overtime is owed unless and until a covered employee actually works in excess of 171 hours in the 28-day work period. The Town's 28-day work period is contiguous with two biweekly pay periods and regular recurs.
- This side letter will continue at the discretion of the Chief of Police based on periodic reviews and evaluations of the operational needs of the Department. Should the Chief of Police decide to discontinue the Hybrid Wellness Schedule, the employees will receive advanced notice for the next shift bidding process. The termination of the 12-hour alternative work schedule is not subject to any grievance or appeal procedure.
- The parties agree that this side letter is not subject to any applicable grievance or other appeal procedure. If a LGPOA member has questions about their payments under this side letter, the member should direct their questions to the LGPOA.

- The parties agree that this side letter is subject to Council approval.

FOR POA:

TOWN OF LOS GATOS:

Richard Rondeau, Police Sergeant

Laurel Prevetti, Town Manager

APPROVED AS TO FORM:

Gabrielle Whelan, Town Attorney



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO: 13

ITEM NO. 13.

DATE: August 15, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve the Revised Town Employees Association (TEA) Salary Schedule for FY 2024/25

RECOMMENDATION:

Approve the revised Town Employees Association (TEA) Salary Schedule for FY 2024/25 (Attachment 1).

BACKGROUND:

Town Council approved the TEA Memorandum of Understanding with the corresponding FY 2024/25, FY 2025/26, and FY 2026/27 salary schedules on August 6, 2024.

DISCUSSION:

In further review staff discovered, that at the time of the August 6th presentation, one of the classifications (Police Record Specialist Lead) was inadvertently omitted due to a formatting error from the FY 2024/25 Salary Schedule. The position was included in both the FY 2025/26 and FY 2026/27 TEA salary schedules. Attachment 1 contains the revised schedule including the Police Record Specialist Lead position.

RECOMMENDATION:

Approve the revised TEA Salary Schedule for FY 2024/25 (Attachment 1).

FISCAL IMPACT:

There is no fiscal impact to approve the revised schedule.

PREPARED BY: Cheryl Parkman
Human Resources Director

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

PAGE 2 OF 2

SUBJECT: Approve the Revised FY 2024/25 TEA Salary Schedule

DATE: August 15, 2024

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. FY 2024/25 Salary Schedule for TEA effective pay period containing July 7, 2024

Town of Los Gatos TEA Classifications
Salary Schedule for Fiscal Year 2024/25
Effective July 7, 2024

ITEM NO. 13.

Class Code	Classification Title	Rate Type	Range TE1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4310	Account Technician	Hourly	08	\$39.8895	\$41.8840	\$43.9782	\$46.1771	\$48.4860	\$51.4873
3580	Administrative Assistant	Hourly	04	\$33.3900	\$35.0595	\$36.8125	\$38.6531	\$40.5858	\$43.1921
4620	Assistant Engineer	Hourly	25	\$53.1296	\$55.7861	\$58.5754	\$61.5042	\$64.5794	\$68.3854
4420	Assistant Planner	Hourly	12	\$47.0957	\$49.4505	\$51.9230	\$54.5192	\$57.2452	\$60.6845
4600	Associate Civil Engineer	Hourly	27	\$60.4495	\$63.4720	\$66.6456	\$69.9779	\$73.4768	\$77.7276
4661	Associate Engineering Technician	Hourly	14	\$46.5255	\$48.8518	\$51.2944	\$53.8591	\$56.5521	\$59.9567
4400	Associate Planner	Hourly	20	\$54.8040	\$57.5442	\$60.4214	\$63.4425	\$66.6146	\$70.5223
4410	Building Inspector	Hourly	24	\$51.7125	\$54.2981	\$57.0130	\$59.8637	\$62.8569	\$66.5767
4430	Code Compliance Officer	Hourly	10	\$47.2197	\$49.5807	\$52.0597	\$54.6627	\$57.3958	\$60.8426
4530	Communication Dispatcher	Hourly	17	\$49.0000	\$51.4500	\$54.0200	\$56.7200	\$59.5600	\$63.1200
4535	Communication Dispatcher Lead	Hourly	19	\$61.9100	\$65.0100	\$68.2600	\$71.6700	\$75.2500	\$79.5900
4540	Community Services Officer	Hourly	11	\$39.3200	\$41.2900	\$43.3500	\$45.5200	\$47.8000	\$50.7700
4615	Construction Project Manager	Hourly	26	\$57.9920	\$60.8916	\$63.9362	\$67.1330	\$70.4897	\$74.5912
4660	Engineering Technician	Hourly	13	\$42.2310	\$44.3426	\$46.5597	\$48.8877	\$51.3321	\$54.4757
4705	Environmental Programs Specialist	Hourly	08	\$42.1689	\$44.2773	\$46.4912	\$48.8158	\$51.2566	\$54.3964
4200	Events and Marketing Specialist	Hourly	06	\$35.1855	\$36.9448	\$38.7920	\$40.7316	\$42.7682	\$45.4836
3501	Executive Assistant	Hourly	08	\$39.8895	\$41.8840	\$43.9782	\$46.1771	\$48.4860	\$51.4873
4900	IT Systems Administrator	Hourly	23	\$60.8724	\$63.9160	\$67.1118	\$70.4674	\$73.9908	\$78.2673
4915	IT Technician	Hourly	07	\$43.4533	\$45.6260	\$47.9073	\$50.3027	\$52.8178	\$56.0357
4810	Librarian I	Hourly	16	\$44.7493	\$46.9868	\$49.3361	\$51.8029	\$54.3930	\$57.6897
4808	Librarian II	Hourly	18	\$48.7633	\$51.2015	\$53.7616	\$56.4497	\$59.2722	\$62.8128
4830	Library Assistant	Hourly	03	\$34.4433	\$36.1655	\$37.9738	\$39.8725	\$41.8661	\$44.5364
4807	Library Customer Service Specialist	Hourly	01	\$31.6478	\$33.2302	\$34.8917	\$36.6363	\$38.4681	\$40.9685
4805	Library Customer Service Supervisor	Hourly	08	\$41.3445	\$43.4117	\$45.5823	\$47.8614	\$50.2545	\$53.3442
4825	Library Specialist	Hourly	06	\$37.1961	\$39.0559	\$41.0087	\$43.0591	\$45.2121	\$48.0497
4819	Library Tech Specialist	Hourly	15	\$43.0622	\$45.2153	\$47.4761	\$49.8499	\$52.3424	\$55.5365
3181	Office Assistant	Hourly	01	\$30.5340	\$32.0607	\$33.6637	\$35.3469	\$37.1142	\$39.5469
4640	Park Services Officer	Hourly	11	\$39.3225	\$41.2886	\$43.3530	\$45.5207	\$47.7967	\$50.7635
4560	Parking Control Officer	Hourly	01	\$30.5340	\$32.0607	\$33.6637	\$35.3469	\$37.1142	\$39.5469

Town of Los Gatos TEA Classifications
Salary Schedule for Fiscal Year 2024/25
Effective July 7, 2024

ITEM NO. 13.

Class Code	Classification Title	Rate Type	Range TE1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4440	Permit Technician	Hourly	09	\$39.6415	\$41.6236	\$43.7048	\$45.8900	\$48.1845	\$51.1707
4425	Planning Technician	Hourly	11	\$41.0078	\$43.0582	\$45.2111	\$47.4717	\$49.8453	\$52.9146
4550	Police Records Specialist	Hourly	05	\$34.2328	\$35.9444	\$37.7416	\$39.6287	\$41.6101	\$44.2676
4555	Police Records Specialist Lead	Hourly	31	\$42.2994	\$44.4144	\$46.6351	\$48.9669	\$51.4152	\$54.5630
4630	Public Works Inspector	Hourly	18	\$48.0900	\$50.4945	\$53.0192	\$55.6702	\$58.4537	\$61.9534
4450	Senior Building Inspector	Hourly	27	\$60.4380	\$63.4599	\$66.6329	\$69.9645	\$73.4627	\$77.7128
4525	Senior Communication Dispatcher	Hourly	29	\$54.8940	\$57.6387	\$60.5206	\$63.5466	\$66.7239	\$70.6371
4831	Senior Library Page	Hourly	02	\$22.6995	\$23.8345	\$25.0262	\$26.2775	\$27.5914	\$29.5480
4565	Senior Parking Control Officer	Hourly	11	\$39.3225	\$41.2886	\$43.3530	\$45.5207	\$47.7967	\$50.7635
4405	Senior Planner	Hourly	28	\$63.1226	\$66.2787	\$69.5926	\$73.0722	\$76.7258	\$81.1391
4552	Senior Police Records Specialist	Hourly	30	\$38.4922	\$40.4168	\$42.4376	\$44.5595	\$46.7875	\$49.7039
4610	Senior Public Works Inspector	Hourly	26	\$57.9810	\$60.8801	\$63.9241	\$67.1203	\$70.4763	\$74.5771
4415	Senior Transportation Planner	Hourly	32	\$63.1226	\$66.2787	\$69.5926	\$73.0722	\$76.7258	\$81.1391
4662	Sr. Engineering Technician	Hourly	24	\$51.7125	\$54.2981	\$57.0130	\$59.8637	\$62.8569	\$66.5767

Reflects General Increase of 5% and negotiated equity adjustments.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO: 14

ITEM NO. 14.

DATE: August 13, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve the Revised Salary Schedules for Management, Confidential, and Temporary Employees for Fiscal Year (FY) 2024/24, FY 2025/26, and FY 2026/27; and Authorize an Expenditure Budget Adjustment in the Amount of \$740,961 from the Available Capital/Special Projects Reserve

RECOMMENDATION:

Approve the revised Salary Schedules for Management, Confidential, and Temporary Employees for Fiscal Year (FY) 2024/24, FY 2025/26, and FY 2026/27 (Attachments 1-9); and authorize an Expenditure Budget Adjustment in the amount of \$740,961 from the available Capital/Special Projects Reserve.

BACKGROUND:

In accordance with the Town's Employer-Employee Relations Resolution No. 1974-41, representatives of the Town and its three bargaining units [American Federation of State County and Municipal Employees (AFSCME), Town Employees Association (TEA), and Police Officers Association (POA)] met and conferred separately in good faith and within the scope of representation in an effort to reach agreements for successor Memoranda of Understanding (MOU). The MOU are labor agreements that identify specific terms and conditions of employment applicable to the employees represented by those agreements. Town Council approved the MOU for POA on April 16, 2024 and the MOUs for TEA and AFSCME on August 6, 2024.

DISCUSSION:

The Management, Confidential, and Temporary employee units are at-will, unrepresented units of the Town. Now that negotiations have concluded with the Town's three bargaining groups, it is timely to consider compensation for the Town's unrepresented employees.

PREPARED BY: Katy Nomura
Assistant Town Manager

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

SUBJECT: Management, Confidential, and Temporary Salary Schedules

DATE: August 13, 2024

DISCUSSION (continued):

The proposed compensation and classification changes to the Management, Confidential, and Temporary classifications include:

- General wage increases of 5% effective the first full pay period in July 2024, 3% effective the first full pay period in July 2025, and 3% effective the first full pay period of July 2026 for all classifications except the Police Captain and Police Chief classifications.
- To better address compaction concerns, the Police Captain and Police Chief classifications will receive general wage increases of 6% effective the first full pay period in July 2024, 5% effective the first full pay period in July 2025, and 3% effective the first full pay period of July 2026.
- Additional increases for the following classifications effective the first full pay period in July 2024 that will be additive and not compounding with the simultaneous general wage increase:
 - Confidential Classifications:
 - Accountant/Finance Analyst 2%
 - Administrative Analyst 2%
 - Executive Assistant to the Town Manager 6%
 - Management Classifications:
 - Assistant Town Manager 5%
 - Police Chief 2%
- The following new classifications in the Management group:
 - Assistant Director
 - Deputy Town Manager
 - Director (replaced the individual classifications of Finance Director, Library Director, and HR Director)
 - Division Manager (replaced the individual classification of Library Division Manager)

Unlike the Town's three bargaining groups who negotiate for multi-year contracts, decisions related to unrepresented groups are determined by the Town Manager based on organizational needs and budgetary limitations with the consent of the Council. While there is no obligation to set salary schedules for these groups in advance, it was seen as prudent to provide a three-year outlook for staff to encourage retention and promote stability for the workforce.

The new classifications were added to provide potential career ladders and development opportunities for employees to enhance retention and reinforce that the Town of Los Gatos is a great place to work. The Human Resources Department is looking at career ladder and development opportunities throughout the organization and will continue this effort throughout the year, in partnership with the bargaining units as appropriate.

SUBJECT: Management, Confidential, and Temporary Salary Schedules

DATE: August 13, 2024

CONCLUSION:

The Management, Confidential, and Temporary employee group recommendations have been prepared within the parameters consistent with Town Council direction.

COORDINATION:

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

FISCAL IMPACT:

The anticipated fiscal impact for all salary and benefits adjustments for the above changes in Fiscal Year (FY) 2024/25 is \$740,961. The requested budget adjustment in this amount from General Fund Capital/Special Projects Reserve would provide the necessary funding to cover this cost.

Funding to support the ongoing cost each year will be incorporated into the proposed future year budgets.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Temporary Classification Salary Schedule effective pay period containing July 7, 2024
2. Temporary Classification Salary Schedule effective first full pay period July 2025
3. Temporary Classification Salary Schedule effective first full pay period July 2026
4. Confidential Classification Salary Schedule effective pay period containing July 7, 2024
5. Confidential Classification Salary Schedule effective first full pay period July 2025
6. Confidential Classification Salary Schedule effective first full pay period July 2026
7. Management Classification Salary Schedule effective pay period containing July 7, 2024
8. Management Classification Salary Schedule effective first full pay period July 2025
9. Management Classification Salary Schedule effective first full pay period July 2026

Town of Los Gatos Temporary Classifications
Salary Schedule for Fiscal Year 2024/25
Effective July 7, 2024

ITEM NO. 14.

Class Code	Classification Title	Rate Type	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9305	Account Clerk Temp/Hourly	Hourly	TE2-04	\$28.9275	\$30.3739	\$31.8926	\$33.4872	\$35.1616	\$36.9197
9310	Account Technician Temp/Hourly	Hourly	TE2-10	\$34.7550	\$36.4928	\$38.3174	\$40.2333	\$42.2450	\$44.3573
9300	Accountant Temp/Hourly	Hourly	TE2-17	\$41.9790	\$44.0780	\$46.2819	\$48.5960	\$51.0258	\$53.5771
9010	Admin Analyst Temp/Hourly	Hourly	TE2-17	\$41.9790	\$44.0780	\$46.2819	\$48.5960	\$51.0258	\$53.5771
9100	Admin Specialist Temp/Hourly	Hourly	TE2-10	\$34.7550	\$36.4928	\$38.3174	\$40.2333	\$42.2450	\$44.3573
9580	Administrative Assistant Temp/Hourly	Hourly	TE2-05	\$31.6050	\$33.1853	\$34.8446	\$36.5868	\$38.4161	\$40.3369
9105	Administrative Secretary Temp/Hourly	Hourly	TE2-09	\$33.2010	\$34.8611	\$36.6042	\$38.4344	\$40.3561	\$42.3739
9656	Assistant Engineer Temp/Hourly	Hourly	TE2-23	\$47.5755	\$49.9543	\$52.4520	\$55.0746	\$57.8283	\$60.7197
9655	Associate Civil Engineer Temp/Hourly	Hourly	TE2-24	\$54.7785	\$57.5174	\$60.3933	\$63.4130	\$66.5837	\$69.9129
9400	Associate Planner Temp/Hourly	Hourly	TE2-22	\$47.3865	\$49.7558	\$52.2436	\$54.8558	\$57.5986	\$60.4785
9410	Building Inspector Temp/Hrly	Hourly	TE2-23	\$47.5755	\$49.9543	\$52.4520	\$55.0746	\$57.8283	\$60.7197
9112	Clerical Aide Temp/Hourly	Hourly	TE2-01	\$17.5245	\$18.4007	\$19.3207	\$20.2867	\$21.3010	\$22.3661
9430	Code Compliance Officer Temp/Hourly	Hourly	TE2-16	\$40.8975	\$42.9424	\$45.0895	\$47.3440	\$49.7112	\$52.1968
9530	Communication Dispatcher Temp/Hourly*	Hourly	TE2-19						
9545	Crime Analyst Temp/Hourly	Hourly	TE2-18	\$42.4935	\$44.6182	\$46.8491	\$49.1916	\$51.6512	\$54.2338
9540	CSO Intern Temp/Hourly	Hourly	TE2-03	\$25.9770	\$27.2759	\$28.6397	\$30.0717	\$31.5753	\$33.1541
9532	CSO Temp/Hrly	Hourly	TE2-12	\$37.2330	\$39.0947	\$41.0494	\$43.1019	\$45.2570	\$47.5199
9190	Deputy Clerk Temp/Hourly	Hourly	TE2-04	\$28.9275	\$30.3739	\$31.8926	\$33.4872	\$35.1616	\$36.9197
9660	Engineering Technician Temp/Hourly	Hourly	TE2-13	\$38.1885	\$40.0979	\$42.1028	\$44.2079	\$46.4183	\$48.7392
9621	Equipment Mechanic Temp	Hourly	AF2-01	\$38.5875	\$40.5169	\$42.5427	\$44.6698	\$46.9033	\$49.2485
9720	Facility Attendant Temp/Hourly	Hourly	TE2-01	\$17.5245	\$18.4007	\$19.3207	\$20.2867	\$21.3010	\$22.3661
9109	Human Resources Specialist Temp/Hourly	Hourly	TE2-09	\$33.2010	\$34.8611	\$36.6042	\$38.4344	\$40.3561	\$42.3739
9041	Intern I Temp/Hourly	Hourly	TE2-02	\$20.3280	\$21.3444	\$22.4116	\$23.5322	\$24.7088	\$25.9442
9040	Intern II Temp/Hourly	Hourly	TE2-03	\$25.9770	\$27.2759	\$28.6397	\$30.0717	\$31.5753	\$33.1541
9200	IT Technician Temp/Hrly	Hourly	TE2-14	\$38.2515	\$40.1641	\$42.1723	\$44.2809	\$46.4949	\$48.8196
9605	Lead Parks & Maint Worker	Hourly	AF2-06	\$40.4145	\$42.4352	\$44.5570	\$46.7849	\$49.1241	\$51.5803
9015	Legal Assistant Temp/Hrly	Hourly	TE2-17	\$41.9790	\$44.0780	\$46.2819	\$48.5960	\$51.0258	\$53.5771
9810	Librarian Temp/Hourly	Hourly	TE2-15	\$40.4880	\$42.5124	\$44.6380	\$46.8699	\$49.2134	\$51.6741
9820	Library Assistant Temp/Hourly	Hourly	TE2-06	\$30.8700	\$32.4100	\$34.0300	\$35.7300	\$37.5200	\$39.4000

Town of Los Gatos Temporary Classifications
Salary Schedule for Fiscal Year 2024/25
Effective July 7, 2024

ITEM NO. 14.

Class Code	Classification Title	Rate Type	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9840	Library Clerk Temp/Hourly	Hourly	TE2-04	\$28.9275	\$30.3700	\$31.8900	\$33.4800	\$35.1500	\$36.9100
9850	Library Page Temp/Hourly	Hourly	TE2-01	\$17.5245	\$18.4000	\$19.3200	\$20.2900	\$21.3000	\$22.3700
9830	Library Teen Services Specialist	Hourly	TE2-03	\$25.9770	\$27.2800	\$28.6400	\$30.0700	\$31.5700	\$33.1500
9600	Maintenance Assistant	Hourly	AF2-02	\$19.4250	\$20.4000	\$21.4200	\$22.4900	\$23.6100	\$24.7900
9900	Network Administrator	Hourly	TE2-21	\$45.3075	\$47.5700	\$49.9500	\$52.4500	\$55.0700	\$57.8200
9180	Office Assistant Temp/Hourly	Hourly	TE2-04	\$28.9275	\$30.3700	\$31.8900	\$33.4800	\$35.1500	\$36.9100
9645	Park Service Officer Aide Temp/Hourly	Hourly	TE2-03	\$25.9770	\$27.2800	\$28.6400	\$30.0700	\$31.5700	\$33.1500
9640	Park Service Officer Temp/Hourly	Hourly	TE2-12	\$37.2330	\$39.0900	\$41.0400	\$43.0900	\$45.2400	\$47.5000
9560	Parking Control Officer Temp/Hourly	Hourly	TE2-04	\$28.9275	\$30.3700	\$31.8900	\$33.4800	\$35.1500	\$36.9100
9620	Parks & Main Worker Temp	Hourly	AF2-04	\$32.5080	\$34.1300	\$35.8400	\$37.6300	\$39.5100	\$41.4900
9630	Parks & Main Worker Trainee Temp	Hourly	AF2-03	\$26.5755	\$27.9000	\$29.3000	\$30.7700	\$32.3100	\$33.9300
9440	Permit Technician	Hourly	TE2-11	\$35.8155	\$37.6100	\$39.4900	\$41.4600	\$43.5300	\$45.7100
9590	Police Officer Reserve (Top Step of Officer)	Hourly	TE2-25						
9520	Police Officer Temp/Hourly (Top Step of Officer)	Hourly	TE2-25						
9550	Police Records Specialist Temp/Hourly	Hourly	TE2-08	\$32.3820	\$34.0000	\$35.7000	\$37.4900	\$39.3600	\$41.3300
9000	Project Manager	Hourly	Mgmt	up to \$124.9815					
9650	Public Works Inspector Temp/Hourly	Hourly	TE2-20	\$44.9610	\$47.2100	\$49.5700	\$52.0500	\$54.6500	\$57.3800
9670	Senior Electrician Temp/Hourly	Hourly	TE2-23	\$47.5755	\$49.9500	\$52.4500	\$55.0700	\$57.8200	\$60.7100
9831	Senior Library Page	Hourly	TE2-02	\$20.3280	\$21.3400	\$22.4100	\$23.5300	\$24.7100	\$25.9500
9725	Special Event Attendant	Hourly	TE2-07	\$19.4250	\$20.4000	\$21.4200	\$22.4900	\$23.6100	\$24.7900
9610	Ticket Booth Attendant	Hourly	AF2-05	\$17.5245	\$18.4000	\$19.3200	\$20.2900	\$21.3000	\$22.3700

***The Communication Dispatcher Temp/Hourly will get paid from the Communication Dispatcher regular schedule**

Reflects General Increase of 5%

Town of Los Gatos Temporary Classifications
Salary Schedule for Fiscal Year 2025/26
Effective July 6, 2025

ITEM NO. 14.

Class Code	Classification Title	Rate Type	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9305	Account Clerk Temp/Hourly	Hourly	TE2-04	\$29.7953	\$31.2851	\$32.8494	\$34.4919	\$36.2165	\$38.0273
9310	Account Technician Temp/Hourly	Hourly	TE2-10	\$35.7977	\$37.5876	\$39.4670	\$41.4404	\$43.5124	\$45.6880
9300	Accountant Temp/Hourly	Hourly	TE2-17	\$43.2384	\$45.4003	\$47.6703	\$50.0538	\$52.5565	\$55.1843
9010	Admin Analyst Temp/Hourly	Hourly	TE2-17	\$43.2384	\$45.4003	\$47.6703	\$50.0538	\$52.5565	\$55.1843
9100	Admin Specialist Temp/Hourly	Hourly	TE2-10	\$35.7977	\$37.5876	\$39.4670	\$41.4404	\$43.5124	\$45.6880
9580	Administrative Assistant Temp/Hourly	Hourly	TE2-05	\$32.5532	\$34.1809	\$35.8899	\$37.6844	\$39.5686	\$41.5470
9105	Administrative Secretary Temp/Hourly	Hourly	TE2-09	\$34.1970	\$35.9069	\$37.7022	\$39.5873	\$41.5667	\$43.6450
9656	Assistant Engineer Temp/Hourly	Hourly	TE2-23	\$49.0028	\$51.4529	\$54.0255	\$56.7268	\$59.5631	\$62.5413
9655	Associate Civil Engineer Temp/Hourly	Hourly	TE2-24	\$56.4219	\$59.2430	\$62.2052	\$65.3155	\$68.5813	\$72.0104
9400	Associate Planner Temp/Hourly	Hourly	TE2-22	\$48.8081	\$51.2485	\$53.8109	\$56.5014	\$59.3265	\$62.2928
9410	Building Inspector Temp/Hrly	Hourly	TE2-23	\$49.0028	\$51.4529	\$54.0255	\$56.7268	\$59.5631	\$62.5413
9112	Clerical Aide Temp/Hourly	Hourly	TE2-01	\$18.0502	\$18.9527	\$19.9003	\$20.8953	\$21.9401	\$23.0371
9430	Code Compliance Officer Temp/Hourly	Hourly	TE2-16	\$42.1244	\$44.2306	\$46.4421	\$48.7642	\$51.2024	\$53.7625
9530	Communication Dispatcher Temp/Hourly*	Hourly	TE2-19						
9545	Crime Analyst Temp/Hourly	Hourly	TE2-18	\$43.7683	\$45.9567	\$48.2545	\$50.6672	\$53.2006	\$55.8606
9540	CSO Intern Temp/Hourly	Hourly	TE2-03	\$26.7563	\$28.0941	\$29.4988	\$30.9737	\$32.5224	\$34.1485
9532	CSO Temp/Hrly	Hourly	TE2-12	\$38.3500	\$40.2675	\$42.2809	\$44.3949	\$46.6146	\$48.9453
9190	Deputy Clerk Temp/Hourly	Hourly	TE2-04	\$29.7953	\$31.2851	\$32.8494	\$34.4919	\$36.2165	\$38.0273
9660	Engineering Technician Temp/Hourly	Hourly	TE2-13	\$39.3342	\$41.3009	\$43.3659	\$45.5342	\$47.8109	\$50.2014
9621	Equipment Mechanic Temp	Hourly	AF2-01	\$39.7451	\$41.7324	\$43.8190	\$46.0100	\$48.3105	\$50.7260
9720	Facility Attendant Temp/Hourly	Hourly	TE2-01	\$18.0502	\$18.9527	\$19.9003	\$20.8953	\$21.9401	\$23.0371
9109	Human Resources Specialist Temp/Hourly	Hourly	TE2-09	\$34.1970	\$35.9069	\$37.7022	\$39.5873	\$41.5667	\$43.6450
9041	Intern I Temp/Hourly	Hourly	TE2-02	\$20.9378	\$21.9847	\$23.0839	\$24.2381	\$25.4500	\$26.7225
9040	Intern II Temp/Hourly	Hourly	TE2-03	\$26.7563	\$28.0941	\$29.4988	\$30.9737	\$32.5224	\$34.1485
9200	IT Technician Temp/Hrly	Hourly	TE2-14	\$39.3990	\$41.3690	\$43.4375	\$45.6094	\$47.8899	\$50.2844
9605	Lead Parks & Maint Worker	Hourly	AF2-06	\$41.6269	\$43.7082	\$45.8936	\$48.1883	\$50.5977	\$53.1276
9015	Legal Assistant Temp/Hrly	Hourly	TE2-17	\$43.2384	\$45.4003	\$47.6703	\$50.0538	\$52.5565	\$55.1843
9810	Librarian Temp/Hourly	Hourly	TE2-15	\$41.7026	\$43.7877	\$45.9771	\$48.2760	\$50.6898	\$53.2243
9820	Library Assistant Temp/Hourly	Hourly	TE2-06	\$31.7961	\$33.3900	\$35.0600	\$36.8100	\$38.6500	\$40.5800

Town of Los Gatos Temporary Classifications
Salary Schedule for Fiscal Year 2025/26
Effective July 6, 2025

ITEM NO. 14.

Class Code	Classification Title	Rate Type	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9840	Library Clerk Temp/Hourly	Hourly	TE2-04	\$29.7953	\$31.2900	\$32.8500	\$34.4900	\$36.2100	\$38.0200
9850	Library Page Temp/Hourly	Hourly	TE2-01	\$18.0502	\$18.9500	\$19.9000	\$20.9000	\$21.9500	\$23.0500
9830	Library Teen Services Specialist	Hourly	TE2-03	\$26.7563	\$28.0900	\$29.4900	\$30.9600	\$32.5100	\$34.1400
9600	Maintenance Assistant	Hourly	AF2-02	\$20.0078	\$21.0100	\$22.0600	\$23.1600	\$24.3200	\$25.5400
9900	Network Administrator	Hourly	TE2-21	\$46.6667	\$49.0000	\$51.4500	\$54.0200	\$56.7200	\$59.5600
9180	Office Assistant Temp/Hourly	Hourly	TE2-04	\$29.7953	\$31.2900	\$32.8500	\$34.4900	\$36.2100	\$38.0200
9645	Park Service Officer Aide Temp/Hourly	Hourly	TE2-03	\$26.7563	\$28.0900	\$29.4900	\$30.9600	\$32.5100	\$34.1400
9640	Park Service Officer Temp/Hourly	Hourly	TE2-12	\$38.3500	\$40.2700	\$42.2800	\$44.3900	\$46.6100	\$48.9400
9560	Parking Control Officer Temp/Hourly	Hourly	TE2-04	\$29.7953	\$31.2900	\$32.8500	\$34.4900	\$36.2100	\$38.0200
9620	Parks & Main Worker Temp	Hourly	AF2-04	\$33.4832	\$35.1600	\$36.9200	\$38.7700	\$40.7100	\$42.7500
9630	Parks & Main Worker Trainee Temp	Hourly	AF2-03	\$27.3728	\$28.7400	\$30.1800	\$31.6900	\$33.2700	\$34.9300
9440	Permit Technician	Hourly	TE2-11	\$36.8900	\$38.7300	\$40.6700	\$42.7000	\$44.8400	\$47.0800
9590	Police Officer Reserve (Top Step of Officer)	Hourly	TE2-25						
9520	Police Officer Temp/Hourly (Top Step of Officer)	Hourly	TE2-25						
9550	Police Records Specialist Temp/Hourly	Hourly	TE2-08	\$33.3535	\$35.0200	\$36.7700	\$38.6100	\$40.5400	\$42.5700
9000	Project Manager	Hourly	Mgmt	up to \$128.7310					
9650	Public Works Inspector Temp/Hourly	Hourly	TE2-20	\$46.3098	\$48.6300	\$51.0600	\$53.6100	\$56.2900	\$59.1000
9670	Senior Electrician Temp/Hourly	Hourly	TE2-23	\$49.0028	\$51.4500	\$54.0200	\$56.7200	\$59.5600	\$62.5400
9831	Senior Library Page	Hourly	TE2-02	\$20.9378	\$21.9800	\$23.0800	\$24.2300	\$25.4400	\$26.7100
9725	Special Event Attendant	Hourly	TE2-07	\$20.0078	\$21.0100	\$22.0600	\$23.1600	\$24.3200	\$25.5400
9610	Ticket Booth Attendant	Hourly	AF2-05	\$18.0502	\$18.9500	\$19.9000	\$20.9000	\$21.9500	\$23.0500

***The Communication Dispatcher Temp/Hourly will get paid from the Communication Dispatcher regular schedule**

Reflects General Increase of 3%

Town of Los Gatos Temporary Classifications
Salary Schedule for Fiscal Year 2026/27
Effective July 5, 2026

ITEM NO. 14.

Class Code	Classification Title	Rate Type	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9305	Account Clerk Temp/Hourly	Hourly	TE2-04	\$30.6892	\$32.2237	\$33.8349	\$35.5266	\$37.3029	\$39.1680
9310	Account Technician Temp/Hourly	Hourly	TE2-10	\$36.8716	\$38.7152	\$40.6510	\$42.6836	\$44.8178	\$47.0587
9300	Accountant Temp/Hourly	Hourly	TE2-17	\$44.5356	\$46.7624	\$49.1005	\$51.5555	\$54.1333	\$56.8400
9010	Admin Analyst Temp/Hourly	Hourly	TE2-17	\$44.5356	\$46.7624	\$49.1005	\$51.5555	\$54.1333	\$56.8400
9100	Admin Specialist Temp/Hourly	Hourly	TE2-10	\$36.8716	\$38.7152	\$40.6510	\$42.6836	\$44.8178	\$47.0587
9580	Administrative Assistant Temp/Hourly	Hourly	TE2-05	\$33.5298	\$35.2063	\$36.9666	\$38.8149	\$40.7556	\$42.7934
9105	Administrative Secretary Temp/Hourly	Hourly	TE2-09	\$35.2229	\$36.9840	\$38.8332	\$40.7749	\$42.8136	\$44.9543
9656	Assistant Engineer Temp/Hourly	Hourly	TE2-23	\$50.4729	\$52.9965	\$55.6463	\$58.4286	\$61.3500	\$64.4175
9655	Associate Civil Engineer Temp/Hourly	Hourly	TE2-24	\$58.1146	\$61.0203	\$64.0713	\$67.2749	\$70.6386	\$74.1705
9400	Associate Planner Temp/Hourly	Hourly	TE2-22	\$50.2723	\$52.7859	\$55.4252	\$58.1965	\$61.1063	\$64.1616
9410	Building Inspector Temp/Hrly	Hourly	TE2-23	\$50.4729	\$52.9965	\$55.6463	\$58.4286	\$61.3500	\$64.4175
9112	Clerical Aide Temp/Hourly	Hourly	TE2-01	\$18.5917	\$19.5213	\$20.4974	\$21.5223	\$22.5984	\$23.7283
9430	Code Compliance Officer Temp/Hourly	Hourly	TE2-16	\$43.3881	\$45.5575	\$47.8354	\$50.2272	\$52.7386	\$55.3755
9530	Communication Dispatcher Temp/Hourly 8	Hourly	TE2-19						
9545	Crime Analyst Temp/Hourly	Hourly	TE2-18	\$45.0813	\$47.3354	\$49.7022	\$52.1873	\$54.7967	\$57.5365
9540	CSO Intern Temp/Hourly	Hourly	TE2-03	\$27.5590	\$28.9370	\$30.3839	\$31.9031	\$33.4983	\$35.1732
9532	CSO Temp/Hrly	Hourly	TE2-12	\$39.5005	\$41.4755	\$43.5493	\$45.7268	\$48.0131	\$50.4138
9190	Deputy Clerk Temp/Hourly	Hourly	TE2-04	\$30.6892	\$32.2237	\$33.8349	\$35.5266	\$37.3029	\$39.1680
9660	Engineering Technician Temp/Hourly	Hourly	TE2-13	\$40.5142	\$42.5399	\$44.6669	\$46.9002	\$49.2452	\$51.7075
9621	Equipment Mechanic Temp	Hourly	AF2-01	\$40.9375	\$42.9844	\$45.1336	\$47.3903	\$49.7598	\$52.2478
9720	Facility Attendant Temp/Hourly	Hourly	TE2-01	\$18.5917	\$19.5213	\$20.4974	\$21.5223	\$22.5984	\$23.7283
9109	Human Resources Specialist Temp/Hourly	Hourly	TE2-09	\$35.2229	\$36.9840	\$38.8332	\$40.7749	\$42.8136	\$44.9543
9041	Intern I Temp/Hourly	Hourly	TE2-02	\$21.5659	\$22.6442	\$23.7764	\$24.9652	\$26.2135	\$27.5242
9040	Intern II Temp/Hourly	Hourly	TE2-03	\$27.5590	\$28.9370	\$30.3839	\$31.9031	\$33.4983	\$35.1732
9200	IT Technician Temp/Hrly	Hourly	TE2-14	\$40.5810	\$42.6101	\$44.7406	\$46.9776	\$49.3265	\$51.7928
9605	Lead Parks & Maint Worker	Hourly	AF2-06	\$42.8757	\$45.0195	\$47.2705	\$49.6340	\$52.1157	\$54.7215
9015	Legal Assistant Temp/Hrly	Hourly	TE2-17	\$44.5356	\$46.7624	\$49.1005	\$51.5555	\$54.1333	\$56.8400
9810	Librarian Temp/Hourly	Hourly	TE2-15	\$42.9537	\$45.1014	\$47.3565	\$49.7243	\$52.2105	\$54.8210
9820	Library Assistant Temp/Hourly	Hourly	TE2-06	\$32.7500	\$34.3900	\$36.1100	\$37.9200	\$39.8200	\$41.8100

Town of Los Gatos Temporary Classifications
Salary Schedule for Fiscal Year 2026/27
Effective July 5, 2026

ITEM NO. 14.

Class Code	Classification Title	Rate Type	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9840	Library Clerk Temp/Hourly	Hourly	TE2-04	\$30.6892	\$32.2200	\$33.8300	\$35.5200	\$37.3000	\$39.1700
9850	Library Page Temp/Hourly	Hourly	TE2-01	\$18.5917	\$19.5200	\$20.5000	\$21.5300	\$22.6100	\$23.7400
9830	Library Teen Services Specialist	Hourly	TE2-03	\$27.5590	\$28.9400	\$30.3900	\$31.9100	\$33.5100	\$35.1900
9600	Maintenance Assistant	Hourly	AF2-02	\$20.6080	\$21.6400	\$22.7200	\$23.8600	\$25.0500	\$26.3000
9900	Network Administrator	Hourly	TE2-21	\$48.0667	\$50.4700	\$52.9900	\$55.6400	\$58.4200	\$61.3400
9180	Office Assistant Temp/Hourly	Hourly	TE2-04	\$30.6892	\$32.2200	\$33.8300	\$35.5200	\$37.3000	\$39.1700
9645	Park Service Officer Aide Temp/Hourly	Hourly	TE2-03	\$27.5590	\$28.9400	\$30.3900	\$31.9100	\$33.5100	\$35.1900
9640	Park Service Officer Temp/Hourly	Hourly	TE2-12	\$39.5005	\$41.4800	\$43.5500	\$45.7300	\$48.0200	\$50.4200
9560	Parking Control Officer Temp/Hourly	Hourly	TE2-04	\$30.6892	\$32.2200	\$33.8300	\$35.5200	\$37.3000	\$39.1700
9620	Parks & Main Worker Temp	Hourly	AF2-04	\$34.4877	\$36.2100	\$38.0200	\$39.9200	\$41.9200	\$44.0200
9630	Parks & Main Worker Trainee Temp	Hourly	AF2-03	\$28.1940	\$29.6000	\$31.0800	\$32.6300	\$34.2600	\$35.9700
9440	Permit Technician	Hourly	TE2-11	\$37.9967	\$39.9000	\$41.9000	\$44.0000	\$46.2000	\$48.5100
9590	Police Officer Reserve (Top Step of Officer)	Hourly	TE2-25						
9520	Police Officer Temp/Hourly (Top Step of Officer)	Hourly	TE2-25						
9550	Police Records Specialist Temp/Hourly	Hourly	TE2-08	\$34.3541	\$36.0700	\$37.8700	\$39.7600	\$41.7500	\$43.8400
9000	Project Manager	Hourly	Mgmt	up to \$132.5930					
9650	Public Works Inspector Temp/Hourly	Hourly	TE2-20	\$47.6991	\$50.0800	\$52.5800	\$55.2100	\$57.9700	\$60.8700
9670	Senior Electrician Temp/Hourly	Hourly	TE2-23	\$50.4729	\$53.0000	\$55.6500	\$58.4300	\$61.3500	\$64.4200
9831	Senior Library Page	Hourly	TE2-02	\$21.5659	\$22.6400	\$23.7700	\$24.9600	\$26.2100	\$27.5200
9725	Special Event Attendant	Hourly	TE2-07	\$20.6080	\$21.6400	\$22.7200	\$23.8600	\$25.0500	\$26.3000
9610	Ticket Booth Attendant	Hourly	AF2-05	\$18.5917	\$19.5200	\$20.5000	\$21.5300	\$22.6100	\$23.7400

***The Communication Dispatcher Temp/Hourly will get paid from the Communication Dispatcher regular schedule**

Reflects General Increase of 3%

Town of Los Gatos Confidential Classifications
Salary Schedule for Fiscal Year 2024/25
Effective July 7, 2024

ITEM NO. 14.

Class Code	Classification Title	Rate Type	Range CF1	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
3300	Accountant/Finance Analyst	Hourly	07	\$51.9485	\$54.5459	\$57.2732	\$60.1369	\$63.1437	\$66.8779
3000	Administrative Analyst	Hourly	07	\$51.9485	\$54.5459	\$57.2732	\$60.1369	\$63.1437	\$66.8779
3518	Administrative Assistant	Hourly	09	\$35.0490	\$36.8015	\$38.6416	\$40.5737	\$42.6024	\$45.3095
3115	Administrative Technician	Hourly	04	\$43.9635	\$46.1617	\$48.4698	\$50.8933	\$53.4380	\$56.6869
3190	Deputy Clerk	Hourly	08	\$41.8425	\$43.9346	\$46.1313	\$48.4379	\$50.8598	\$53.9798
3500	Executive Assistant to Chief of Police	Hourly	03	\$41.8425	\$43.9346	\$46.1313	\$48.4379	\$50.8598	\$53.9798
3100	Executive Assistant to Town Manager	Hourly	05	\$46.4757	\$48.7995	\$51.2395	\$53.8015	\$56.4916	\$59.8932
3015	Human Resources Technician	Hourly	02	\$39.8265	\$41.8178	\$43.9087	\$46.1041	\$48.4093	\$51.4068
3200	Legal Administrative Assistant	Hourly	02	\$39.8265	\$41.8178	\$43.9087	\$46.1041	\$48.4093	\$51.4068
3180	Office Assistant	Hourly	01	\$32.0670	\$33.6704	\$35.3539	\$37.1216	\$38.9777	\$41.5036
3301	Payroll Technician	Hourly	06	\$43.9635	\$46.1617	\$48.4698	\$50.8933	\$53.4380	\$56.6869

Reflects General Increase of 5% (with an additional 6% for 3100 and 2% for 3300 and 3000).

Town of Los Gatos Confidential Classifications
Salary Schedule for Fiscal Year 2025/26
Effective July 6, 2025

ITEM NO. 14.

Class Code	Classification Title	Rate Type	Range CF1	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
3300	Accountant/Finance Analyst	Hourly	07	\$53.5070	\$56.1824	\$58.9915	\$61.9411	\$65.0382	\$68.8671
3000	Administrative Analyst	Hourly	07	\$53.5070	\$56.1824	\$58.9915	\$61.9411	\$65.0382	\$68.8671
3518	Administrative Assistant	Hourly	09	\$36.1005	\$37.9055	\$39.8008	\$41.7908	\$43.8803	\$46.6513
3115	Administrative Technician	Hourly	04	\$45.2824	\$47.5465	\$49.9238	\$52.4200	\$55.0410	\$58.3701
3190	Deputy Clerk	Hourly	08	\$43.0978	\$45.2527	\$47.5153	\$49.8911	\$52.3857	\$55.5820
3500	Executive Assistant to Chief of Police	Hourly	03	\$43.0978	\$45.2527	\$47.5153	\$49.8911	\$52.3857	\$55.5820
3100	Executive Assistant to Town Manager	Hourly	05	\$47.8700	\$50.2635	\$52.7767	\$55.4155	\$58.1863	\$61.6726
3015	Human Resources Technician	Hourly	02	\$41.0213	\$43.0724	\$45.2260	\$47.4873	\$49.8617	\$52.9318
3200	Legal Administrative Assistant	Hourly	02	\$41.0213	\$43.0724	\$45.2260	\$47.4873	\$49.8617	\$52.9318
3180	Office Assistant	Hourly	01	\$33.0290	\$34.6805	\$36.4145	\$38.2352	\$40.1470	\$42.7314
3301	Payroll Technician	Hourly	06	\$45.2824	\$47.5465	\$49.9238	\$52.4200	\$55.0410	\$58.3701

Reflects General Increase of 3%

Town of Los Gatos Confidential Classifications
Salary Schedule for Fiscal Year 2026/27
Effective July 5, 2026

ITEM NO. 14.

Class Code	Classification Title	Rate Type	Range CF1	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
3300	Accountant/Finance Analyst	Hourly	07	\$55.1122	\$57.8678	\$60.7612	\$63.7993	\$66.9893	\$70.9158
3000	Administrative Analyst	Hourly	07	\$55.1122	\$57.8678	\$60.7612	\$63.7993	\$66.9893	\$70.9158
3518	Administrative Assistant	Hourly	09	\$37.1835	\$39.0427	\$40.9948	\$43.0445	\$45.1967	\$48.0335
3115	Administrative Technician	Hourly	04	\$46.6409	\$48.9729	\$51.4215	\$53.9926	\$56.6922	\$60.1038
3190	Deputy Clerk	Hourly	08	\$44.3907	\$46.6102	\$48.9407	\$51.3877	\$53.9571	\$57.2320
3500	Executive Assistant to Chief of Police	Hourly	03	\$44.3907	\$46.6102	\$48.9407	\$51.3877	\$53.9571	\$57.2320
3100	Executive Assistant to Town Manager	Hourly	05	\$49.3061	\$51.7714	\$54.3600	\$57.0780	\$59.9319	\$63.5055
3015	Human Resources Technician	Hourly	02	\$42.2519	\$44.3645	\$46.5827	\$48.9118	\$51.3574	\$54.5023
3200	Legal Administrative Assistant	Hourly	02	\$42.2519	\$44.3645	\$46.5827	\$48.9118	\$51.3574	\$54.5023
3180	Office Assistant	Hourly	01	\$34.0199	\$35.7209	\$37.5069	\$39.3822	\$41.3513	\$43.9959
3301	Payroll Technician	Hourly	06	\$46.6409	\$48.9729	\$51.4215	\$53.9926	\$56.6922	\$60.1038

Reflects General Increase of 3%

Town of Los Gatos Town Council and Management Classifications
Salary Schedule for Fiscal Year 2024/25
Effective July 7, 2024

ITEM NO. 14.

Class Code	Classification Title	Annual Salary Minimum	Annual Salary Maximum
NEW	Assistant Director	\$ 168,000	\$ 226,800
2110	Assistant Town Manager	\$ 202,585	\$ 273,490
2420	Chief Building Official	\$ 147,382	\$ 198,966
2400	Community Development Director	\$ 188,655	\$ 254,685
2180	Community Outreach Coordinator	\$ 101,762	\$ 137,379
NEW	Deputy Town Manager	\$ 155,000	\$ 209,250
2130	Economic Vitality Manager	\$ 140,279	\$ 189,377
2315	Finance and Accounting Manager	\$ 147,382	\$ 198,966
2310	Finance and Budget Manager	\$ 147,382	\$ 198,966
NEW	Director*	\$ 184,059	\$ 248,480
2900	Information Technology Manager	\$ 147,382	\$ 198,966
NEW	Division Manager**	\$ 147,382	\$ 198,966
2600	Parks & Public Works Director	\$ 188,655	\$ 254,685
2645	Parks & Public Works Operations Manager	\$ 127,087	\$ 171,567
2630	Parks & Public Works Superintendent	\$ 147,382	\$ 198,966
2412	Planning Manager	\$ 147,382	\$ 198,966
2510	Police Captain	\$ 176,858	\$ 238,759
2500	Police Chief	\$ 203,874	\$ 275,229
2545	Police Records & Communication Manager	\$ 136,857	\$ 184,758
2140	Senior Administrative Analyst	\$ 109,586	\$ 147,941
2650	Senior Civil Engineer	\$ 140,279	\$ 189,377
2000	Town Attorney - Council Appointed (Effective 11/26/23)		\$ 261,258
2190	Town Clerk	\$ 147,382	\$ 198,966
2615	Town Engineer	\$ 162,681	\$ 219,620
2100	Town Manager - Council Appointed (Effective 9/02/23)		\$ 289,572
2905	Urban Forest Manager	\$ 127,087	\$ 171,567
1000	Town Council (Effective 1/1/19 Pursuant to Ordinance Adopted by Town Council on 2/6/18)	\$570 Stipend per month, for a total compensation of \$6,840 per year	

* The HR, Finance and Library Director classifications have been included in this classification.

** The Library Division Manager classification has been included in this classification

Management salaries reflect a spread of 35% to the top of the range.

Reflects a General Increase of 5% (with an additional 5% for 2110; 3% for 2500; and 1% for 2510)

Town of Los Gatos Town Council and Management Classifications
Salary Schedule for Fiscal Year 2025/26
Effective July 6, 2025

ITEM NO. 14.

Class Code	Classification Title	Annual Salary Minimum	Annual Salary Maximum
NEW	Assistant Director	\$ 173,040	\$ 233,604
2110	Assistant Town Manager	\$ 208,663	\$ 281,694
2420	Chief Building Official	\$ 151,804	\$ 204,935
2400	Community Development Director	\$ 194,315	\$ 262,325
2180	Community Outreach Coordinator	\$ 104,815	\$ 141,500
NEW	Deputy Town Manager	\$ 159,650	\$ 215,528
2130	Economic Vitality Manager	\$ 144,487	\$ 195,058
2315	Finance and Accounting Manager	\$ 151,804	\$ 204,935
2310	Finance and Budget Manager	\$ 151,804	\$ 204,935
NEW	Director*	\$ 189,581	\$ 255,934
2900	Information Technology Manager	\$ 151,804	\$ 204,935
NEW	Division Manager **	\$ 151,803	\$ 204,935
2600	Parks & Public Works Director	\$ 194,315	\$ 262,325
2645	Parks & Public Works Operations Manager	\$ 130,899	\$ 176,714
2630	Parks & Public Works Superintendent	\$ 151,804	\$ 204,935
2412	Planning Manager	\$ 151,804	\$ 204,935
2510	Police Captain	\$ 185,701	\$ 250,697
2500	Police Chief	\$ 214,067	\$ 288,991
2545	Police Records & Communication Manager	\$ 140,963	\$ 190,300
2140	Senior Administrative Analyst	\$ 112,873	\$ 152,379
2650	Senior Civil Engineer	\$ 144,487	\$ 195,058
2000	Town Attorney - Council Appointed (Effective 11/26/23)		\$ 261,258
2190	Town Clerk	\$ 151,804	\$ 204,935
2615	Town Engineer	\$ 167,562	\$ 226,208
2100	Town Manager - Council Appointed (Effective 9/02/23)		\$ 289,572
2905	Urban Forest Manager	\$ 130,899	\$ 176,714
1000	Town Council (Effective 1/1/19 Pursuant to Ordinance Adopted by Town Council on 2/6/18)	\$570 Stipend per month, for a total compensation of \$6,840 per year	

*** The HR, Finance and Library Director positions have been included in this classification.**

**** The Library Division Manager position has been included in this classification**

Management salaries reflect a spread of 35% to the top of the range.

Reflects a General Increase of 3% (with an additional 2% for 2500; and 2% for 2510)

Town of Los Gatos Town Council and Management Classifications
Salary Schedule for Fiscal Year 2026/27
Effective July 5, 2026

ITEM NO. 14.

Class Code	Classification Title	Annual Salary Minimum	Annual Salary Maximum
NEW	Assistant Director	\$ 178,231	\$ 240,612
2110	Assistant Town Manager	\$ 214,922	\$ 290,145
2420	Chief Building Official	\$ 156,358	\$ 211,083
2400	Community Development Director	\$ 200,144	\$ 270,195
2180	Community Outreach Coordinator	\$ 107,959	\$ 145,745
NEW	Deputy Town Manager	\$ 164,440	\$ 221,993
2130	Economic Vitality Manager	\$ 148,822	\$ 200,910
2315	Finance and Accounting Manager	\$ 156,358	\$ 211,083
2310	Finance and Budget Manager	\$ 156,358	\$ 211,083
NEW	Director*	\$ 195,268	\$ 263,612
2900	Information Technology Manager	\$ 156,358	\$ 211,083
NEW	Division Manager**	\$ 156,358	\$ 211,083
2600	Parks & Public Works Director	\$ 200,144	\$ 270,195
2645	Parks & Public Works Operations Manager	\$ 134,826	\$ 182,015
2630	Parks & Public Works Superintendent	\$ 156,358	\$ 211,083
2412	Planning Manager	\$ 156,358	\$ 211,083
2510	Police Captain	\$ 191,272	\$ 258,217
2500	Police Chief	\$ 220,489	\$ 297,661
2545	Police Records & Communication Manager	\$ 145,192	\$ 196,009
2140	Senior Administrative Analyst	\$ 116,260	\$ 156,950
2650	Senior Civil Engineer	\$ 148,822	\$ 200,910
2000	Town Attorney - Council Appointed (Effective 11/26/23)		\$ 261,258
2190	Town Clerk	\$ 156,358	\$ 211,083
2615	Town Engineer	\$ 172,588	\$ 232,994
2100	Town Manager - Council Appointed (Effective 9/02/23)		\$ 289,572
2905	Urban Forest Manager	\$ 134,826	\$ 182,015
1000	Town Council (Effective 1/1/19 Pursuant to Ordinance Adopted by Town Council on 2/6/18)	\$570 Stipend per month, for a total compensation of \$6,840 per year	

*** The HR, Finance and Library Director classifications have been included in this classification.**

**** The Library Division Manager classification has been included in this classification**

Management salaries reflect a spread of 35% to the top of the range.

Reflects a General Increase of 3%



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO: 15

ITEM NO. 15.

DATE: August 14, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve the Employment Agreement Between the Town of Los Gatos and Chris Constantin for Appointment to Town Manager, Authorize the Mayor to Execute the Agreement, Modify the Management Salary Schedule to Reflect the New Salary for the Town Manager, and Approve a Budget Expenditure Adjustment in the Amount of \$61,188

RECOMMENDATION:

Approve the employment agreement (Attachment 1) between the Town of Los Gatos and Chris Constantin for appointment to Town Manager effective November 4, 2024, authorize the Mayor to execute the agreement and modify the start date as required, modify the Management Salary Schedule to reflect the new salary for the Town Manager (Attachment 3), and approve a Budget Expenditure Adjustment in the amount of \$61,188.

BACKGROUND:

In accordance with the Town's Municipal Code, the Town Manager is appointed by the Town Council. The terms and conditions of employment historically have been set forth in an employment agreement between the Council appointee and the Town. The employment agreement is established at the time of appointment and updated periodically on an as-needed basis.

The Town contracted with an executive search firm, Peckham & McKenney, for the recruitment of the new Town Manager. After a comprehensive recruitment process, the Town Council selected Chris Constantin from a pool of highly qualified candidates for the position.

DISCUSSION:

The attached employment agreement sets forth the terms and conditions of Mr. Constantin's appointment to the position. Under the proposed agreement, Mr. Constantin commences his

PREPARED BY: Cheryl Parkman
Human Resources Director

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

SUBJECT: Town Manager Employment Agreement

DATE: August 12, 2024

DISCUSSION (continued)

position as the Town Manager on Monday, November 4, 2024. The proposed annual base salary is \$329,000. He will also receive an employer dollar for dollar match to his deferred compensation amount and a cell phone stipend of \$120 per month. Compensation also includes a retention payment of \$15,000 that can be made at the Town Council's discretion; personal leave, vacation, and sick leave consistent with Town policy with a starting bank of 40 hours of sick leave and 80 hours of vacation leave; and 15-month severance payment in the event of termination without cause.

The current Town Manager will be retiring on September 6, 2024. During the intervening period, Katy Nomura, Assistant Town Manager, will be serving as the interim Town Manager. Her strong knowledge of the Town, its community, and key projects will ensure a smooth leadership transition for the Council, community, and employees.

CONCLUSION:

Approve the employment agreement between the Town and Mr. Constantin and authorize the Mayor to execute the agreement on behalf of the Town (Attachment 1).

If the Town Council approves the updated Management Salary Schedule contained in a separate Consent item on the August 20, 2024 agenda, then the Town Council should approve Attachment 3 which would update the Management Salary Schedule to include the new Town Manager salary and the modifications contained in the other agenda item. If the Council did not approve the other changes to the Management Salary Schedule, then the Council should approve Attachment 2 with only the change to the Town Manager salary.

COORDINATION:

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

FISCAL IMPACT:

The adoption of this agreement requires a Budget Expenditure Adjustment in the amount of \$61,188.

ENVIRONMENTAL ASSESSMENT:

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

PAGE 3 OF 3

SUBJECT: Town Manager Employment Agreement

DATE: August 12, 2024

ITEM NO. 15.

Attachments:

1. Employment Agreement – Town Manager
2. Management Salary Schedule with Only the Town Manager Modification
3. Management Salary Schedule with all August 20, 2024 Modifications

TOWN MANAGER EMPLOYMENT AGREEMENT BETWEEN TOWN OF LOS GATOS AND CHRIS CONSTANTIN

This Agreement made and entered into the ____ day of _____, 2024, by and between the Town of Los Gatos, a municipal corporation in the State of California ("TOWN"), and Chris Constantin ("MANAGER").

RECITALS

A. The Town Council of the Town of Los Gatos desires to appoint Chris Constantin to the position of Town Manager of the Town of Los Gatos on November 4, 2024.

B. It is the desire of the Town Council to establish the terms and conditions of employment of Chris Constantin as Town Manager of the Town of Los Gatos, including the duties, salary and benefits of employment.

C. Chris Constantin desires to accept employment as Town Manager of the Town of Los Gatos under the terms set forth herein.

NOW, THEREFORE, in consideration of the respective and mutual covenants hereinafter contained and made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and subject to all the terms and conditions hereof, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES:

A. Appointment as Town Manager. TOWN hereby agrees to employ MANAGER in the capacity of Town Manager for TOWN during the term of this Agreement. MANAGER will perform the functions and duties specified in Section 2.30.295 of the Los Gatos Municipal Code for this position and perform such other legally permissible and proper duties and functions as the Town Council may from time to time assign or delegate.

B. Work Schedule. It is recognized that MANAGER is expected to engage in the hours of work that are necessary to fulfill the obligations of the position and is expected to devote a great deal of time both during and outside the normal office hours to the business of the TOWN. MANAGER acknowledges that proper performance of the duties of MANAGER will require the MANAGER to generally be accessible during normal and outside normal business hours and will also often require the performance of necessary services outside of normal business hours. MANAGER will be responsible to set their work schedule and will ensure accessibility when not physically present during normal business hours. Notwithstanding the foregoing, the TOWN will permit MANAGER such reasonable "time off" as is customary for exempt employees of the TOWN, so long as the time off does not interfere with normal business. MANAGER's compensation (whether salary or benefits or other allowances) is not based on hours worked, and MANAGER shall not be entitled to any compensation for overtime unless otherwise permitted by law in the case of reimbursement from a federal agency. While the MANAGER will remain reasonably available outside normal working hours and during "time off", non-normal working hours and time off shall not be considered TOWN working time unless such time is a TOWN

event, TOWN community event, or performing TOWN work where the MANAGER is attending or performing in their official capacity.

C. Exclusive Employment. During the term of this Agreement, MANAGER shall be in the exclusive employ of the TOWN; provided, however that the term "exclusive employ" shall not prohibit future part-time, compensated employment which the Employee may desire to accept with appropriate prior knowledge and approval of the Town Council. Additionally, "exclusive employ" shall not include activities specified under Section D and E of this Agreement. "Appropriate prior knowledge and approval of the Town Council" shall mean that MANAGER shall give four (4) weeks written notice to the Town Council prior to accepting part-time, compensated employment and approval of the Town Council shall be deemed given unless any Town Council member states in writing that they desire a closed session to discuss the part-time, compensated employment. Such part-time, compensated employment shall not in any way conflict in time or interest with MANAGER's responsibilities to TOWN. Town Council shall have uncontrolled discretion in granting part-time, compensated outside employment and its determination to grant or deny part-time outside employment shall be final.

D. Other Business Activities. MANAGER shall focus their professional time, ability, and attention to TOWN business during the term of this Agreement. MANAGER shall not engage in other business activity, without the express prior written consent of the Town Council, that is competitive or may be a conflict-of-interest with the TOWN, or that otherwise interferes with the business or operation of TOWN or the satisfactory performance of MANAGER's duties. Nothing in this Agreement shall abridge the MANAGER's ability to participate in activity outside normal TOWN business hours when such activity is not competitive, a conflict of interest, or impairing the MANAGER's ability to perform their TOWN duties, including but not limited to, volunteer reserve police officer duty and participating in religious activity.

E. Other Activities. Without materially impacting their primary focus on TOWN business, the MANAGER may continue their academic, teaching, and professional development activity which provides a reasonable benefit to the TOWN and the public administration profession. However, the MANAGER will evaluate interference to TOWN business as identified by the Town Council and consider ceasing and/or modifying such activity when the impact outweighs the benefit.

F. Town Documents. The MANAGER will have access to and develop TOWN documents in furtherance of TOWN business, including but not limited to data, studies, reports, computer data and other documents. All data, studies, reports and other documents prepared by TOWN while performing their duties during the term of this Agreement shall be furnished to and become the property of the TOWN, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to the MANAGER in connection with the performance of this Agreement shall be held confidential by MANAGER to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by MANAGER, without the prior written consent of the Town Council, for any purposes other than the performance of their duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of

competent jurisdiction. Nothing in this section shall abridge the MANAGER's use and ownership of any material, documents, ideas, or other intellectual property developed, authored, or created on their own time outside of TOWN working hours on non-TOWN owned equipment.

G. Town Council Commitments. Except for the purpose of inquiry, the Town Council and its members shall deal with all subordinate Town employees, officers, contracts, and consultants through the MANAGER or the MANAGERS's designee, and neither the Town Council nor any member thereof shall give direction to any subordinate of the MANAGER, either publicly or privately. No member of the Town Council will order the appointment or removal of any person to any office or employment under the supervision and control of the MANAGER. Neither the Town Council nor any of its members shall interfere with the execution of the powers and duties of the Town Manager, as specified in the Town Code, this Agreement, or any other lawfully adopted and authorized document.

SECTION 2. SALARY:

A. Initial Salary. TOWN agrees to pay MANAGER for their services rendered in the amount of \$329,000 annually, payable in installments at the same time as other employees of TOWN are paid.

B. Performance Evaluation. The performance review and evaluation process set forth herein is intended to provide review and feedback to MANAGER so as to facilitate a more effective management of the TOWN.

- 1. Annual Evaluation.** Town Council shall review and evaluate the performance of MANAGER annually on or about the one (1) year anniversary of MANAGER's start date and every year thereafter. The Town Council and MANAGER shall mutually agree on the criteria, metrics, and/or expectations used to evaluate the MANAGER. It shall be the obligation of MANAGER and/or the Town Clerk to notify Town Council of the need to conduct the evaluation required by this Section.
- 2. Development and Mentoring.** Town Council will support the continuous development and mentoring of the MANAGER to stay current on local government matters, enhance knowledge, skills, and abilities to effectively manage TOWN operations, and will annually budget the resources necessary to further this objective. Such development and mentoring shall include funding for training and business expenses provided for in Section 6 of this Agreement.
- 3. Written Summary.** Town Council and MANAGER agree to jointly prepare a written summary of each performance evaluation of MANAGER, and to include the same in their personnel file within two (2) weeks following conclusion of the review and evaluation process. Town Council shall schedule at least one (1) closed personnel session with MANAGER to deliver and discuss the evaluation.

C. Salary Increases. Should the Town Council, upon completion of its annual review of MANAGER's performance pursuant to this Agreement, determine that MANAGER has met its

performance expectations; the Town Council may increase MANAGER's compensation. In addition, in the event that the Town Council grants a cost of living increase or performance-based increase to their at-will management employees, the Town Council will not unreasonably withhold those increases from MANAGER. However, MANAGER understands and agrees that they have no entitlement to an increase in compensation.

D. Discretionary Manager Retention Payment. Town Council agrees to consider whether to afford MANAGER a performance-based employee retention payment up to a maximum of Fifteen Thousand Dollars (\$15,000.00). The determination of whether, and in what amount (up to the maximum noted herein), to afford an employee retention payment shall be in the sole and unfettered discretion of the Town Council and shall not be the subject of any right of appeal or review.

SECTION 3. RETIREMENT BENEFITS:

All provisions of the Town Code and regulations and rules of Town relating to vacation and sick leave, medical, dental, vision, retirement (2 @ 60 formula, 36-month highest average salary) and pension system contributions, holidays, cash out provisions, and other fringe benefits and working conditions pertaining to Town Management (At-Will/Unrepresented) Employees as they now exist or hereafter may be amended, except as otherwise set forth herein, also shall apply to MANAGER. Nothing in this Agreement shall affect any vacation, personal leave, administrative leave, sick time, pension system contributions or accruals, or other benefits which MANAGER has accrued and is owed or attributable to MANAGER as of the date of this Agreement, any of which shall remain accrued, owing, and attributable to MANAGER until used or redeemed by MANAGER.

MANAGER shall be eligible to participate in the Town's Deferred Compensation program provided to all full-time employees, subject to the terms and conditions in the Town's Personnel Rules, as may be amended from time to time. As of the Effective Date of this Agreement, the Town will match MANAGER's deferred compensation contributions dollar for dollar up to the applicable limits specified in Internal Revenue Code Section 457.

SECTION 4. HOURS OF WORK AND LEAVE BENEFITS:

A. Regular Hours. As specified in Section 1.B of this Agreement, MANAGER's duties may involve expenditures of time in excess of the typical full-time hours per week and may also include time outside normal office hours such as attendance at Town Council and other meetings. MANAGER shall not be entitled to additional compensation for any work performed in excess of the TOWN's regular workweek unless otherwise permitted by law in the case of reimbursement from a federal agency.

B. Management Leave. It is recognized that MANAGER must devote a great deal of their time outside normal office hours without benefit of paid overtime in the conduct of TOWN business, and, to that end, MANAGER shall be entitled to management leave in an equivalent amount to five (5) days per calendar year, granted in December of each year for the following year. MANAGER shall be entitled to accrue, use or redeem management leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to

time by action of the Town Council.

C. Personal Leave. MANAGER shall be entitled to personal leave in the amount of six (6) days per year. MANAGER shall be entitled to accrue, use, or redeem personal leave in whatever manner is permitted pursuant to Town policy as it may be amended from time to time by action of the Town Council.

D. Vacation Leave. MANAGER shall accrue vacation leave at the rate of 7.69 hours biweekly (200 hours per year) with a maximum accrual balance of 500 hours. Vacation leave shall be taken for any period exceeding four (4) hours in a day and any vacation exceeding a full day will require notification to the Mayor. Upon beginning employment, MANAGER is awarded a onetime vacation leave starting balance of 80 hours.

E. Sick Leave. MANAGER shall be entitled to sick leave which shall accrue, without limitation at the amount of eight (8) hours per month. Sick leave may be used for actual personal sickness of or injury to MANAGER or MANAGER's family member, and for medical, dental and vision care appointments. "Family member" includes a spouse, children, step-children, parent, step-parents and parents-in-law. Time off work as a result of a proven job-related illness shall not be charged against accumulated sick leave. Upon beginning employment, MANAGER is awarded a onetime sick leave starting balance of 40 hours.

Sick leave shall be deducted from accrued sick leave on an hour-for-hour basis when the total leave exceeds two hours. If MANAGER utilizes all of the MANAGER's accrued sick leave and is still unable to return to work due to illness or injury, MANAGER shall automatically be placed on leave without pay, unless MANAGER advises the Finance Department to charge the additional sick time against accrued leaves.

Upon termination of service, no compensation for accrued sick leave shall be made except that: 1) upon retirement, MANAGER may convert accrued sick leave to cash, in an amount not to exceed what is permitted pursuant to Town policy; and 2) upon retirement, accumulated sick leave may be converted to sick leave credit in accordance with CalPERS requirements and the Town's contract with CalPERS, except that in the event of any election to convert such sick leave to cash, the retirement sick leave credit shall be reduced commensurately.

F. Mileage Reimbursement, Cell Phone Stipend, Holidays, Bereavement/Compassion Leave, Flexible Health Spending Account, Employee Assistance Program, and Other Fringe Benefits. MANAGER shall be entitled to various benefits, including but not limited to, mileage reimbursement, cell phone stipend, holidays, bereavement/compassion leave, Flexible Health Spending Account, Employee Assistance Program, and other fringe benefits as they now exist or hereafter may be amended for Town Department Directors. In the case benefits are provided to Town Department Directors and are not provided for in this Agreement, the MANAGER shall be entitled to those benefits. In the case benefits provided in this Agreement conflict from what is provided to Town Department Heads, the Agreement shall prevail.

G. Medical, Dental, and Vision Insurance. The Town shall continue to provide to

MANAGER medical, dental, and vision insurance at the same level as its Department Directors.

H. Life and long-term disability insurance. The TOWN shall provide the MANAGER the same life insurance and long-term disability insurance benefits offered to Department Directors.

I. Workers Compensation. TOWN agrees to provide workers' compensation insurance as provided to all TOWN employees in accordance with all applicable provisions of State law.

J. Holiday Leave. MANAGER shall be entitled to observe all legal holidays recognized by the Town on the days that they are observed by the Town and such holidays shall be compensated.

K. Birth or Adoption of a Child Leave. In the event of the birth or adoption of a child, MANAGER shall be entitled to leave of absence with pay for a period of ten (10) consecutive days. Such leave shall be commenced within 14 days after the date of such birth or adoption.

L. Bereavement Leave. If any member of MANAGERS's immediate family dies, MANAGER shall be entitled to a period of five (5) work days of paid bereavement leave with pay. Such leave shall be taken within seven (7) days after the death of the family member or within seven (7) days of the date of the funeral or memorial service for the deceased. Immediate family shall include a spouse, child, step-child, parent, step-parent, sibling, parent-in-law, grandparent, spouse's grandparent or grandchild.

M. Specified Position. The TOWN recognizes that the MANAGER serves as a specified position, a volunteer firefighter, reserve peace officer, or emergency rescue position, and will comply with California Labor Code Section 230.3 and 230.4. These sections require employers to allow the specified employee to take time off to perform emergency duty or to take leave for an aggregate amount of up to 14 days per calendar year to engage in fire, law enforcement, or emergency rescue training. Accordingly, the TOWN will not abridge or discriminate against the MANAGER for taking time off to perform these activities.

SECTION 5. TECHNOLOGY:

A. Technology. TOWN agrees to budget, within the budget amount approved by the TOWN, a technology budget to assist MANAGER in keeping technologically current and personal productivity high. The technology improvements will be used to pay the cost of acquisition of equipment and purchase of services related to information systems, data handling, communications and productivity and shall be budgeted for the good of the Town in accordance with approved budgeting limitations. Purchases for technology improvements shall remain the

property of the TOWN.

SECTION 6. ADDITIONAL EXPENSES:

A. Dues and Subscriptions. TOWN agrees to pay the professional dues and subscriptions of MANAGER necessary for their continuation and full participation in such national, regional, state and local associations and organizations as are necessary and desirable for their continued professional participation, certifications, growth, and advancement and for the good of TOWN in accordance with approved budgetary limitations. Dues and subscriptions shall include such that allow the MANAGER to retain certifications relevant or beneficial to the TOWN.

B. Professional Development. TOWN agrees that attendance at ICMA, League of California Cities, California City Management Foundation, and other professional development activities is both beneficial and expected. TOWN hereby agrees to pay the travel, lodging, and subsistence expenses of MANAGER for professional and official travel, lodging, meetings, and occasions, and for short courses, institutes and seminars necessary or beneficial to continue the professional development of MANAGER, retain certifications, and to adequately pursue necessary official and other functions for TOWN, in accordance with approved budgetary limitations.

C. Executive Expenses. TOWN recognizes that certain expenses of a non-personal and job-affiliated nature are incurred by MANAGER and hereby agrees to reimburse such expenses upon presentation of a receipt and submittal of the appropriate confining purchase requisition to the Mayor and Town Finance Department, in accordance with approved budgetary limitations and subject to any policies and guidelines the Town Council may impose.

SECTION 7. TERM; TERMINATION:

A. Commencement, Effective Date, and Term of Agreement. The Effective Date of this Agreement is the date it is signed by the TOWN provided it has first been signed by MANAGER, or the date it is signed by MANAGER provided it has first been signed by the TOWN. This Agreement shall commence upon execution by the parties and become effective immediately and extend indefinitely until terminated as provided hereinafter. The MANAGER's first day shall be _____, 2024.

B. At-Will Employment. MANAGER's employment with the Town is "at-will" and MANAGER serves at the pleasure of the Town Council, pursuant to Section 2.30.260 of the Municipal Code. As such, a majority of the Town Council may terminate MANAGER's employment at any time, with or without cause, with or without advance notice, subject only to the hearing requirements set forth in Municipal Code sections 2.30.285, as amended by the Town Council on August 18, 2015, and to provisions of Section 7.H.

C. Termination Without Cause. In the event that TOWN terminates MANAGER's employment for reasons other than those set forth in subsection D below, including without limitation, for no reason stated, within the term of this Agreement, or any extensions, TOWN agrees to pay MANAGER a cash severance payment. The severance payment shall be equal to

fifteen (15) months of the MANAGER's current base salary calculated on the rate of pay at the time of termination. The fifteen (15) month severance payment is unique to this Agreement and reflects the fact that MANAGER's previous employer granted this benefit. In addition, the TOWN will provide any benefits that are lawfully required to be continued pursuant to COBRA and other statutes. Following separation, MANAGER retains the right to participate in Town health and related benefit programs, should such programs be instituted during the term of this Agreement, at MANAGER's own and sole expense pursuant to the terms of COBRA. MANAGER shall be compensated for any unused vacation leave, holidays, and other benefits then accrued consistent with Town policies. The schedule of the payment pursuant to this section shall be at the sole discretion of the MANAGER.

D. Termination With Cause. The TOWN may terminate MANAGER's employment hereunder at any time for cause subject to the provisions of Los Gatos Municipal Code Section 2.30.285 by a vote of three of the five Town Councilmembers at a publicly agendized meeting in accordance with Government Code §§ 54950 *et seq.* ("Brown Act"). For purposes of this Agreement, the term "cause" shall be defined to include, any misconduct materially related to performance of official duties as provided below. In the event of termination for cause, the Town Council shall, if desired by MANAGER, afford MANAGER a public name-clearing hearing before the Town Council. Request for a name clearing hearing shall be made to the Town Clerk within fifteen (15) days of MANAGER's receipt of notice of termination. No lump sum cash payment or other severance pay shall be due MANAGER upon any termination for cause. For purposes of this Agreement, "cause" shall mean any of the following:

1. For the following when substantiated by either competent, independent investigation, or court of competent jurisdiction in the case of criminal acts, and in which the MANAGER was given appropriate opportunity to review and refute in person any evidence or testimony used to support findings following completion of an investigation report, the Town Council may terminate this Agreement for cause (or may discipline) by providing the MANAGER with five (5) business days' written notice of termination for cause and the facts and grounds constituting such cause.

a. Conviction for Felony. Conviction of a felony by a court of competent jurisdiction.

b. Conviction of Illegal Acts. Conviction for criminal acts related to TOWN business or other acts constituting moral turpitude which result in incompatibility to serve as MANAGER (excepting traffic or moving violations) by a court of competent jurisdiction.

c. Loss of Mental Capacity. Loss of mental capacity for more than six (6) consecutive months as determined by a court of competent jurisdiction. Written notice of termination must be provided to both the MANAGER and any identified power of attorney or guardian. Nothing in this section shall abridge the MANAGER's remedies as permitted by law if such loss of mental capacity was caused by TOWN employment.

d. Unauthorized Leave of Absence. Absence without justification or

authority for more than five (5) business days without providing reasonable justification of absence.

e. Refusal of Oath. Refusal to take or subscribe to any oath or affirmation which is required by law.

2. For the following when substantiated by competent, independent investigation and in which the MANAGER was given appropriate opportunity to review and refute in person any evidence or testimony used to support findings following completion of an investigation report, the Town Council may terminate this Agreement for cause (or may discipline) by providing the MANAGER with fifteen (15) business days' written notice of termination for cause and the facts and grounds constituting such cause.

a. Neglect of Duty or Insubordination. Persistent, habitual, or willful neglect to perform their obligated duty on a material Town matter after the Town Council has clearly established or directed the duty obligation and conveyed such obligation in a clear manner as the Town Council body either in writing or in open or closed session.

b. Financial mismanagement. Management that involves deliberative mishandling in a manner that can be characterized as grossly negligent or incompetent and that will materially reflect negatively upon the financial standing of the Town.

c. Material dishonesty. Willfully providing the Town Council with materially dishonest and knowingly false information impacting their ability to execute their duty.

d. Discrimination and Harassment. Willful and substantiated violation of Federal, State or Town discrimination and harassment laws concerning race, religious creed, color, national origin, ancestry, physical handicap, marital status, sexual orientation, sex or age concerning either members of the general public or Town's employee(s) while acting in the course and scope of employment, while on Town premises or time, and/or while acting without the prior approval or direction of the Town Council.

e. Retaliation. Willful and unlawful retaliation substantiated against any Town officer or employee or member of the general public who in good faith reports, discloses, divulges or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or related directly thereto.

f. Conflict of Interest. Willful and material violation of any conflict of interest or incompatibility of office laws as provided under California State law.

For any reason at any time and without prior investigation, the Town Council may, in its discretion, place MANAGER on paid administrative leave. However, the Town Council will consider and weigh reasonable alternatives to paid administrative leave

with the potential reputational impact of placing the MANAGER on paid administrative leave before taking any action.

E. Voluntary Resignation. MANAGER may voluntarily resign their position with TOWN before expiration of the term of this Agreement by giving TOWN sixty (60) days prior written notice. No severance pay shall be due MANAGER upon any voluntary resignation.

F. Termination Based on Disability or Death. In the event MANAGER is permanently disabled, as determined by MANAGER's duly licensed physician, or is otherwise unable to perform their duties because of sickness, accident, injury, mental incapacity or health reasons for a period of three (3) consecutive months beyond any accrued sick leave, Town may terminate this Agreement.

G. Limitation on Removal. Pursuant to Los Gatos Municipal Code Section 2.30.290, notwithstanding anything to the contrary herein, TOWN may not remove MANAGER from office during or within any period of thirty (30) days following any general municipal election held in the Town at which election a member of the Town Council is elected. Further in order to provide the MANAGER the opportunity to build rapport with a new Town Council, the TOWN may not remove MANAGER from office during or within any period of ninety (90) days from when an election is certified which includes a new Town Councilmember or a successful recall of one or more Town Councilmembers.

H. Limitation on Obligation. Notwithstanding anything to the contrary herein, TOWN shall not be obligated to pay; and shall not pay, any amounts or continue any benefits under this agreement if MANAGER is terminated in the event MANAGER is convicted of a crime involving an abuse of their office or position. Any paid leave salary offered by TOWN to MANAGER pending an investigation shall be fully reimbursed by MANAGER if MANAGER is convicted of a crime involving an abuse of their office or position. For the purposes of this section, "abuse of office or position" means and is limited to the definition under Government Code section 53243.4 either of the following: (a) an abuse of public authority including but not limited to waste, fraud, and violation of the law under color of authority; or (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part I of the California Penal Code.

SECTION 8. GENERAL PROVISIONS:

A. Entire Agreement. This Agreement shall constitute the full, complete and exclusive agreement between the parties hereto and shall supersede all prior and contemporaneous agreements, understandings and representations regarding the subject matter hereof, whether oral or written.

B. Indemnification. TOWN agrees to defend, hold harmless and indemnify MANAGER against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out an alleged act or omission occurring in the performance of MANAGER's duties. For the purpose of indemnification and defense of legal actions, MANAGER shall be considered an employee of the TOWN and entitled to the same rights and subject to the same obligations as are provided for all other employees of the TOWN

as set forth in Sections 825 through 825.6 and Sections 995 through 996.6 of the California Government Code. In the event of a potential or actual conflict of interest between the TOWN and MANAGER, MANAGER may request, and the TOWN shall not unreasonably refuse to provide, independent legal counsel at the TOWN's expense to defend MANAGER in any action, suit, or proceeding in which TOWN has a duty to defend MANAGER. Town Council may cap the hourly rate for any independent counsel to the Manager at a rate normal and customary as a standard hourly litigation rate for the defense incurred. If the TOWN agrees to MANAGER's request, the choice of such legal counsel shall be made by TOWN in consultation with MANAGER. The defense provided by TOWN for MANAGER shall continue until a final conclusion of the claim, action, suit or proceeding, including any appeals brought by any party. TOWN, at its direction, is not required to indemnify MANAGER for any illegal or criminal acts for which a court of competent jurisdiction has determined, without possibility of appeal, was committed by MANAGER.

C. Compliance with Government Code Sections 53243, 53243.1, and 53243.2. In accordance with Government Code Sections 53243, 53243.1, and 53243.2:

1. In the event the Town Manager is placed on paid leave pending an investigation, the Town Manager shall reimburse such pay to Town if he is subsequently convicted of a crime involving the abuse of his office or position.
2. In the event Town pays for the Town Manager's legal criminal defense, he shall fully reimburse such funds to the Town if he is subsequently convicted of a crime involving the abuse of his office or position.
3. If this contract is terminated, any cash settlement related to the termination that the Town Manager may receive from Town must be fully reimbursed to Town if he is subsequently convicted of a crime involving an abuse of his office or position.

For purposes of this section, "abuse of office or position" shall be as defined in Government Code Section 53243.4.

D. Bonding Requirements. TOWN shall bear full cost of the Fidelity Bond or other bonds required of MANAGER under any law or ordinance.

E. Assignment. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by TOWN and MANAGER and their respective successors, assigns, heirs and executors, except that MANAGER may not assign this Agreement or delegate any of their obligations hereunder and may only assign their rights hereunder with the prior written consent of TOWN.

F. Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require approval by the affirmative vote of three (3) members of the Town Council.

G. Heirs and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the heirs at law and executors of the MANAGER.

H. Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

I. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

J. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

K. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To TOWN:

Town of Los Gatos
Attn: Mayor
110 E. Main Street
Los Gatos, CA 95030

To MANAGER:

[ON FILE WITH HUMAN
RESOURCES]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

L. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, in full force and effect as of the date of execution.

IN WITNESS WHEREOF, the Town of Los Gatos has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested to by its Town Clerk, and the MANAGER has signed and executed this Agreement the day and year first above written.

TOWN OF LOS GATOS

Mary Badame, Mayor

MANAGER

Chris Constantin

ATTEST:

Wendy Wood, Town Clerk

APPROVED AS TO FORM:

Gabrielle Whelan, Town Attorney

Town of Los Gatos Town Council and Management Classifications
Salary Schedule for Fiscal Year 2024/25
Effective July 9, 2023*

ITEM NO. 15.

Class Code	Classification Title	Annual Salary Minimum	Annual Salary Maximum
2110	Assistant Town Manager	\$ 184,168	\$ 248,627
2420	Chief Building Official	\$ 140,364	\$ 189,491
2400	Community Development Director	\$ 179,672	\$ 242,557
2180	Community Outreach Coordinator	\$ 96,916	\$ 130,837
2130	Economic Vitality Manager	\$ 133,599	\$ 180,359
2315	Finance and Accounting Manager	\$ 140,364	\$ 189,491
2310	Finance and Budget Manager	\$ 140,364	\$ 189,491
2300	Finance Director	\$ 175,294	\$ 236,647
2200	Human Resources Director	\$ 162,778	\$ 219,750
2900	Information Technology Manager	\$ 140,364	\$ 189,491
2800	Library Director	\$ 162,778	\$ 219,750
2820	Library Division Manager	\$ 106,977	\$ 144,419
2600	Parks & Public Works Director	\$ 179,672	\$ 242,557
2645	Parks & Public Works Operations Manager	\$ 121,035	\$ 163,397
2630	Parks & Public Works Superintendent	\$ 140,364	\$ 189,491
2412	Planning Manager	\$ 140,364	\$ 189,491
2510	Police Captain	\$ 166,847	\$ 225,244
2500	Police Chief	\$ 188,772	\$ 254,842
2545	Police Records & Communication Manager	\$ 130,340	\$ 175,960
2140	Senior Administrative Analyst	\$ 104,367	\$ 140,896
2650	Senior Civil Engineer	\$ 133,599	\$ 180,359
2000	Town Attorney - Council Appointed (<i>Effective 11/26/23</i>)		\$ 261,258
2190	Town Clerk	\$ 140,364	\$ 189,491
2615	Town Engineer*	\$ 154,934	\$ 209,162
2100	Town Manager - Council Appointed (<i>Effective 8/20/24</i>)		\$ 329,000
2655	Transportation & Mobility Manager	\$ 130,340	\$ 175,960
2905	Urban Forest Manager	\$ 121,035	\$ 163,397
1000	Town Council (<i>Effective 1/1/19 Pursuant to Ordinance Adopted by Town Council on 2/6/18</i>)	\$570 Stipend per month, for a total compensation of \$6,840 per year	

***Except for Town Attorney, Town Manager, and Town Council as noted.**

****Title Reflects Current Budgeted Position.**

Management salaries reflect a spread of 35% to the top of the range.

Town of Los Gatos Town Council and Management Classifications
Salary Schedule for Fiscal Year 2024/25
Effective July 7, 2024

ITEM NO. 15.

Class Code	Classification Title	Annual Salary Minimum	Annual Salary Maximum
NEW	Assistant Director	\$ 168,000	\$ 226,800
2110	Assistant Town Manager	\$ 202,585	\$ 273,490
2420	Chief Building Official	\$ 147,382	\$ 198,966
2400	Community Development Director	\$ 188,655	\$ 254,685
2180	Community Outreach Coordinator	\$ 101,762	\$ 137,379
NEW	Deputy Town Manager	\$ 155,000	\$ 209,250
2130	Economic Vitality Manager	\$ 140,279	\$ 189,377
2315	Finance and Accounting Manager	\$ 147,382	\$ 198,966
2310	Finance and Budget Manager	\$ 147,382	\$ 198,966
2300	Director	\$ 184,059	\$ 248,480
2900	Information Technology Manager	\$ 147,382	\$ 198,966
2820	Division Manager	\$ 147,382	\$ 198,966
2600	Parks & Public Works Director	\$ 188,655	\$ 254,685
2645	Parks & Public Works Operations Manager	\$ 127,087	\$ 171,567
2630	Parks & Public Works Superintendent	\$ 147,382	\$ 198,966
2412	Planning Manager	\$ 147,382	\$ 198,966
2510	Police Captain	\$ 176,858	\$ 238,759
2500	Police Chief	\$ 203,874	\$ 275,229
2545	Police Records & Communication Manager	\$ 136,857	\$ 184,758
2140	Senior Administrative Analyst	\$ 109,586	\$ 147,941
2650	Senior Civil Engineer	\$ 140,279	\$ 189,377
2000	Town Attorney - Council Appointed (Effective 11/26/23)		\$ 261,258
2190	Town Clerk	\$ 147,382	\$ 198,966
2615	Town Engineer*	\$ 162,681	\$ 219,620
2100	Town Manager - Council Appointed (Effective 11/4/2024)		\$ 329,000
2905	Urban Forest Manager	\$ 127,087	\$ 171,567
1000	Town Council (Effective 1/1/19 Pursuant to Ordinance Adopted by Town Council on 2/6/18)	\$570 Stipend per month, for a total compensation of \$6,840 per year	

*** Title Reflects Current Budgeted Position**

Management salaries reflect a spread of 35% to the top of the range.

Reflects a General Increase of 5% (10% for 2110; 8% for 2500; and 6% for 2510)



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO: 16

ITEM NO. 16.

DATE: August 12, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt a Resolution Appointing the Nominated Candidates to the Town Council and Cancelling the November 5, 2024, General Municipal Election

RECOMMENDATION:

Adopt a resolution (Attachment 1) appointing the nominated candidates to the Town Council and cancelling the November 5, 2024, General Municipal Election.

BACKGROUND:

On June 4, 2024, the Town Council adopted Resolution No. 2024-029, calling for the General Municipal Election to elect two Council Members on November 5, 2024. The nomination period for the November 5, 2024 General Municipal Election took place from July 15 to August 9, 2024. Nomination papers for incumbent Council members Matthew Hudes and Maria Ristow were filed in the City Clerk's Office during the filing period and have qualified for the ballot.

California Elections Code §10229 provides that where offices are elected at large, and the number of candidates does not exceed the number of the offices to be filled the Elections Official (Town Clerk) shall submit a Certificate of Facts to the Town Council. A memorandum with the certification was submitted to the Town after the closing of the nomination period on August 9, 2024 (Attachment 1, Exhibit A).

DISCUSSION:

In accordance with Elections Code §10229, the Town Council may consider one of the following courses of action:

PREPARED BY: Wendy Wood
Town Clerk

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

PAGE 2 OF 3

SUBJECT: Adopt a Resolution Appointing the Nominated Candidates to the Town Council
and Cancelling the November 5, 2024, General Municipal Election

DATE: August 12, 2024

DISCUSSION (continued):

1. Appoint to their office the person who has been nominated.
2. Appoint to the office any eligible voter if no one has been nominated (not applicable due to the two nominations for the two offices).
3. Hold the election if either one person for each office or no one has been nominated.

The Elections Code also requires that a notice of facts that there are no more candidates than offices to be elected be published pursuant to Government Code §6061. This notice was published in the Los Gatos Newspaper on August 14, 2024 (Attachment 1, Exhibit B). After the fifth day following the day of publication, the Town Council may hold a meeting to either make the appointments or direct an election to be held. The Council is meeting on August 20, 2024, and will either provide direction to make the appointments or direct an election to be held. If by the 75th day before the election (August 22, 2024), no person has been appointed to the office, the election shall be held.

If the Council makes appointments pursuant to Elections Code §10229, the Town Clerk shall not accept for filing any statement of write-in candidacy submitted after the appointment is made, and the persons appointed shall qualify to take office and serve exactly as if elected at a municipal election for the office.

The last time there were no more candidates than offices to be elected in the Town of Los Gatos was in 2012. At that time, the Town Council decided to hold the election to allow the opportunity for write-in candidates, and no write-in candidates were submitted.

CONCLUSION:

Should the Council decide to appoint the nominated candidates, the attached resolution (Attachment 3) would need to be adopted appointing the nominated candidates, Matthew Hudes and Maria Ristow, to the Office of Council Member, each to a full term of four years and canceling the election. If the Council decides to proceed with holding the election, no action is required.

COORDINATION:

This report was prepared in coordination with the Town Attorney's Office.

FISCAL IMPACT:

The current estimated cost of the 2024 election is \$95,482. This amount is only an estimate based on the current fee schedule and available data from the Registrar of Voters (ROV) Office

SUBJECT: Adopt a Resolution Appointing the Nominated Candidates to the Town Council
and Cancelling the November 5, 2024, General Municipal Election

DATE: August 12, 2024

FISCAL IMPACT (continued):

and is subject to change upon final billing. The expenditures programmed into the Budget for Fiscal Year (FY) 2024/25 based on the ROV's previous estimate is \$90,000. If the Council adopts the attached resolution appointing the nominees and cancelling the 2024 election, the Town will save an estimated \$95,482.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft Resolution with Exhibits A and B

DRAFT RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
CANCELLING THE NOVEMBER 5, 2024 GENERAL MUNICIPAL ELECTION AND
APPOINTING NOMINATED CANDIDATES TO OFFICE PURSUANT TO ELECTION
CODE SECTION 10229**

WHEREAS, On June 4, 2024, the Town Council adopted Resolution No. 2024-029, calling for the General Municipal Election to elect two Council Members on November 5, 2024; and

WHEREAS, as of the close of the nomination period on August 9, 2024, only two candidates were nominated for the two Town Council offices to be filled at the November 5, 2024, General Municipal Election; and

WHEREAS, there were not more candidates than offices to be elected and there is no town measure qualified to be submitted to the voters at that election; and

WHEREAS, Section 10229 of the California Elections Code allows the Town Council to take one of the following courses of action when there are no more candidates than offices to be elected:

1. Appoint to the office the person(s) who have been nominated.
2. Hold the election.

WHEREAS, the Town Clerk/Election Official submitted to the Town Council the certificate required by California Elections Code Section 10229 on August 9, 2024, which is attached hereto as Exhibit A; and

WHEREAS, pursuant to Section 10229 of the California Elections Code, a notice attached hereto as Exhibit "B", was published on August 14, 2024, in the Los Gatos Newspaper, certifying the facts there are not more candidates than offices to be elected and the options available to the Town Council; and

WHEREAS, if the Town Council makes an appointment pursuant to Section 10229 of the California Elections Code, the Town Clerk/Elections Official shall not accept for filing any statement of write in candidacy for Town Council Member which is submitted after the appointment is made; and

WHEREAS, the Town Council has determined that by appointing the officers as permitted by Elections Code Section 10229 the Town of Los Gatos will save approximately \$95,482; and

WHEREAS, pursuant to Section 10229 of the Elections Code of the State of California the Town Council now desires to appoint the nominated candidates Matthew Hudes and Maria Ristow for the office of Council Member: to four-year terms as if they were elected at the November 5, 2024, general municipal election; and

WHEREAS, in accordance with Section 10229 of the Election Code, the appointments are made by the 75th day before the municipal election.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Los Gatos does hereby declare, determine, and order as follows:

That pursuant to §10229 of the Elections Code of the State of California, the following action is being taken:

1. The following persons are being appointed to the offices for which they were nominated and are considered to be the same as being elected, pursuant to §10229(a)(3) of the Elections Code:

<u>Name</u>	<u>Office</u>	<u>Term</u>
Matthew Hudes	Council Member	Full Term of Four Years
Maria Ristow	Council Member	Full Term of Four Years

2. The election scheduled to be held on Tuesday, November 5, 2024, is now cancelled.
3. The persons appointed shall qualify and take office and serve exactly as if elected at a municipal election for the office.
4. The Town Clerk shall certify the passage and adoption of this resolution.
5. The Town Clerk is authorized to transmit a certified copy of the Resolution and all necessary documents to the Santa Clara County Registrar of Voters and Board of Supervisors.
6. The Town Clerk shall not to accept for filing any statement for write-in candidacy after the appointments are made.
7. This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the _____ day of _____, 2024, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

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



MEMORANDUM

OFFICE OF THE TOWN CLERK

TO: Town Council

From: Wendy Wood, Town Clerk

Subject: Certification That There Are Not More Candidates Than Offices To Be Elected

Date: August 9, 2024

Per Election Code 10229, if by the 88th day, during normal business as posted, the number of persons who have been nominated for those offices does not exceed the number to be filled at that election, the elections official shall submit a certificate of these facts to the governing body and inform the governing body that it may, at a regular or special meeting held before the municipal election, adopt one of the following courses of action:

1. Appoint to the office the person who has been nominated.
2. Appoint to the office an eligible elector if no one has been nominated.
3. Hold the election, if either no one or only one person has been nominated for any elective office.

The elections official shall publish a notice of the facts described in this section and the courses of action available. Publication shall be made pursuant to Section 6061 of the Government Code in any newspaper of general circulation as designated by the election's official. The notice will be published in the Los Gatan Newspaper on August 14, 2024.

After the fifth day following the date of posting or publication, the governing body may make the appointment or direct an election to be held. The person appointed, if any, shall qualify and take office and serve exactly as if elected at a municipal election for the office.

If, by the 75th day before the municipal election, no person has been appointed the election shall be held.

As such I have attached the certification stating that there are not more candidates than offices to be elected.

Attachment:

Election Official's Certification of Facts That There Are Not More Candidates Than Offices To Be Elected



TOWN OF LOS GATOS

ELECTION OFFICIAL'S CERTIFICATION OF FACTS THAT THERE ARE NOT MORE CANDIDATES THAN OFFICES TO BE ELECTED

I, Wendy Wood, Election Official and Town Clerk of the Town of Los Gatos, do hereby certify pursuant to California Election Code §10229, the following facts relating to the General Municipal Election scheduled to be held on Tuesday, November 5, 2024:

As of the close of the nomination period on August 9, 2024, there are not more candidates than offices to be elected.

The persons so nominated are:

Maria L. Ristow
Matthew K. Hudes

California Election Code §10229 allows one of the following courses of action to be taken by the Town Council:

1. Appoint to the office the persons who have been nominated.
2. Appoint to the office any eligible voter if no one has been nominated.
3. Hold the election if either no one or only one person has been nominated.

A notice of these facts will be published in the Los Gatos Newspaper on August 14, 2024, pursuant to Government Code §6061. After the fifth day following the date of publication, the Town Council may hold a meeting to either make the appointments or direct an election to be held. The persons appointed, if any, shall qualify and take office and serve exactly as if elected at a municipal election for the office.

If by the 75th day before the election, no person has been appointed to the office, the election shall be held.

If the Town Council makes appointments pursuant to California Election Code §10229, the Town Clerk shall not accept for filing any statement of write-in candidacy that is submitted after the appointment is made.

Wendy Wood
Wendy Wood, Town Clerk, Election Official



Dated: August 9, 2024

**PROOF OF PUBLICATION
(2015.5 C.C.P.)
STATE OF CALIFORNIA
County of Santa Clara**

I am a resident of the State of California and over the age of eighteen years, and not a party to or interested in the above entitled matter.

I am the principal clerk of the publisher of the Los Gatan, published in the town of **Los Gatos**, County of Santa Clara, State of California, **Wednesday, and on line** for which said newspaper has been adjudicated a newspaper of general circulation by the **Superior Court of the County of Santa Clara, State of California, under the date of May 30, 2023, Case Number 23CV409692**, that the notice of which the annexed is a printed copy had been published in each issue thereof and not in any supplement on the following date(s):

August 14, 2024.

I declare, under penalty of perjury, that the foregoing is true and correct. This declaration has been executed **on August 14, 2024.**

**LOS GATAN
380 S 1ST STREET,
SAN JOSE, CA 95113**



/s/ Juliana B. Pulcrano /
Legal Publications Specialist
Los Gatan

Phone # (408) 709 3952
E-mail: legals@losgatan.com
Website: www.losgatan.com

Town of Los Gatos



**NOTICE THAT THERE ARE NOT MORE CANDIDATES
THAN OFFICES TO BE ELECTED**

NOTICE IS HEREBY GIVEN that pursuant to §10229 of the Election Code of the State of California relating to the General Municipal Election in the Town of Los Gatos to be held on Tuesday, November 5, 2024.

As of the close of the nomination period on August 9, 2024, there are not more candidates than offices to be elected.

The persons so nominated are:

Maria L. Ristow

Matthew K. Hudes

California Election Code §10229 allows one of the following courses of action to be taken by the Town Council:

1. Appoint to the office the persons who have been nominated.
2. Appoint to the office any eligible voter if no one has been nominated.
3. Hold the election if either one or no one has been nominated.

The Town Council will meet on Tuesday, August 20, 2024, to either make the appointments or direct an election to be held. The persons appointed, if any shall qualify and take office and serve exactly as if elected at a municipal election for the office.

If by the 75th day before the election, no person has been appointed to the offices, pursuant to (1) or (2) above, the election shall be held.

If the Town Council makes an appointment pursuant to California Election Code §10229, the Town Clerk shall not accept for filing any statement of write-in candidacy that is submitted after the appointment is made.

Wendy Wood

Election Official, Town Clerk

Dated: August 14, 2024

(Pub LGN 8/14)



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO: 17

ITEM NO. 17.

DATE: August 15, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Receive the Information Provided in the Police Services Report: January – June 2024

RECOMMENDATION:

Receive the information provided in the Police Services Report: January – June 2024.

BACKGROUND:

On January 16, 2024, the Police Department presented a bi-annual update on overall delivery, staffing updates, and comparison analysis of Public Safety services. The Police Department has remained committed to providing this transparent update since 2022.

The Police Services Report for January – June 2024 presents the following information:

- Department staffing update and trends
- Efficiencies and improvements
- Calls for service and officer activity
- Department goals and communication
- Meliora Organizational Assessment update
- Community Outreach and Partnerships

Earlier this year, the Police Chief shared her vision for the Department with her entire staff team: “My vision of the Los Gatos-Monte Sereno Police Department is to provide a high standard of public safety services to those that visit, reside, or work within our jurisdiction through prioritizing recruitment and professional development, fostering a culture of wellness and compassion within the Police Department, and engaging our community for their partnership in serving and protecting. In the next one to two years, the blueprint by which we will enhance this vision is by:

PREPARED BY: Jamie Field
Chief of Police

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

SUBJECT: Receive Police Services Report: January – June 2024

DATE: August 15, 2024

BACKGROUND (continued):

- Adopting a Department culture that is consistent with community values;
- Focusing on prevention and response to crime, safety, and quality of life concerns; and
- Combining both efficiency and effectiveness, while leveraging technologies that enhance policing operations.

DISCUSSION:

DEPARTMENT STAFFING UPDATE

The Los Gatos-Monte Sereno Police Department (LGMSPD) continues to deliver essential public safety services, while striving to identify areas for improved staff and fiscal efficiencies and implementing important new technologies. The LGMSPD staff takes pride in the model of public safety services delivered, as it encompasses community partnership, a deep understanding of the personalized public safety approach of education, prevention and enforcement, as outlined by the Police Department values integrity, professionalism, and compassion.

The California Commission on Peace Officer Standards and Training (POST) is the California regulatory agency for law enforcement. The POST website has transparency dashboards: <https://post.ca.gov/Data-Warehouse>. One of the POST dashboards shows historical employment data, reflecting annual employment from 1991 to 2023 at the Los Gatos Police Department. The data show the historical staffing coverage and employment model at LGMSPD (see Attachment 1).

It is noteworthy to compare the data between 2001 to present. Overall, the LGMSPD has seen decreased staffing levels, increased calls for service, significantly more technology and auditing requirements, higher demands for training and standards, and an expanded service delivery model.

The data reflect some long-standing residents' observations that they may not see marked patrol units as frequently, as there are not as many Police Officers available as there were in the past. The Officers have more roles and responsibilities with the Department staffing model not increasing in conjunction with call volume, mandates, and population.

The LGMSPD has one Police Officer Trainee graduating from the Police Academy and beginning the Field Training Program shortly. In addition, the LGMSPD expects to have at least one other beginning the Academy in October 2024. While that brings sworn staffing to 33 of the 39 budgeted positions, there are still three Officers unavailable to work as shown in the chart on the next page. The one Officer in training is not available as a solo sworn staff member until the training is completed over the next four months. Part-time Community Services Officers (CSOs) and Reserve Police Officers (RPOs) continue to assist in a limited capacity to alleviate the workload on the lean staff.

SUBJECT: Receive Police Services Report: January – June 2024

DATE: August 15, 2024

DISCUSSION (continued):

The CSOs worked 1,087 hours during the six-month time frame and RPOs worked 941 hours. The table below identifies the current availability of sworn staff, while also considering protected leave, light or modified duty, and those currently being trained:

Budgeted Sworn	Current Sworn	Off due to injury	Light / Modified Duty	Field Training	Total Active and available
39	33	1	1	1	30

Dispatch has eight budgeted positions. Currently there are six operational Dispatchers and one in training. One Dispatcher is available on a limited status. The Police Department has per diem Dispatchers to supplement the full-time Dispatch staff and allow for better coverage. This was invaluable over the last six months due to two Dispatchers being unavailable for most of the timeframe. The per diem Dispatchers have filled in for 676 hours throughout the January – June 2024 time frame.

The Police Department has held a Dispatcher and/or Officer interviews consistently almost every other month of 2024. While nine Officers have retired or left the Department for other reasons the Police Department has hired its highest number ever in a that same time frame: seven sworn members.

The LGMSPD takes pride in maintaining high standards, exceeding the POST minimum requirements, including a minimum of 60 college semester credits or 4 years of military time with an honorable discharge. Additionally, LGMSPD also requires completion of the POST physical agility test and 1.5 mile run within 14 minutes or less to ensure fitness and protect against injuries.

LGMSPD remains one of the few agencies still requiring this high standard. The ability to demonstrate a minimum number of college credits or military service shows the aptitude, independent drive, and commitment to complete a Field Training Program, investigation, or police report.

The chart below compares overtime hours for two years between January - June. The overtime for the Police Department more than doubled what was budgeted for Fiscal Year (FY) 2023-24. The below variances are due to limited staffing, protected leave, Police incidents, special events, required trainings, and the January Vice Presidential and June First Lady visit.

SUBJECT: Receive Police Services Report: January – June 2024

DATE: August 15, 2024

DISCUSSION (continued):

Title	1/01/23 – 6/30/23	1/01/24 – 6/30/24	Difference in FY
Communications	1,771 hours	1,211 hours	-560 hours
Sworn Staff	4,614 hours	4,724 hours	110 hours

The overtime referenced in the above chart depicts the hourly overtime necessary to sustain core services and does not include the hours committed to Emergency Preparedness support or Community Outreach, Command Staff overtime, and other volunteer or Police Department management resources.

EFFICIENCIES AND IMPROVEMENTS:Silicon Valley Animal Control Association (SVACA) Transition

The Town of Los Gatos and City of San Jose Animal Care Services (SJACS) entered a twenty-year agreement for animal control services for the Town, which expired June 30, 2024. As a part of long-term budget strategies and fiscal forecasts, Police staff explored opportunities for reducing costs, enhancing local control, and improving operational efficiencies for animal control services for Town residents. This resulted in the Council's consideration and approval of a contract with Silicon Valley Animal Control Authority (SVACA) as the new service provider.

Crossing Guard Transition from the Town to Safe Routes to School (SRTS)

The LGMSPD has historically coordinated all-contract services for crossing guards at schools in Los Gatos and Monte Sereno for more than a decade. The previous crossing guard agreement was a four-party cost sharing agreement between the Town, Los Gatos Union School District, Union School District, and the crossing guard vendor, All City Management, which expired June 30, 2024.

Successful transition of the agreement management and crossing guard services to Safe Routes to School occurred during this reporting period with the collaboration of Parks and Public Works. This transition is expected to improve work efficiency, clarify communications between schools and crossing guard services, create streamline operations, and increase productivity.

Flock Safety

The Master Service Agreement with Flock Safety Group Inc. is for 17 Stationary Automated License Plate Readers (ALPR's) and was initially not all under one agreement or a parallel timeframe. Completion of a single, 60-month agreement enhances efficiency, fiscal management, and cost savings.

SUBJECT: Receive Police Services Report: January – June 2024

DATE: August 15, 2024

DISCUSSION (continued):Grants

Office of Traffic Safety (OTS) grant funds are being used to introduce electronic citation technology for more streamlined communication. LGMSPD is implementing a traffic collision software and electronic citation solution which is expected to produce timely, accurate, complete, accessible, and uniform traffic collision records.

In addition, the software products can be utilized to identify, prioritize, and predict traffic safety issues, analyze appropriate safety countermeasures, record traffic safety enforcement efforts, and produce data to evaluate their effectiveness.

State Homeland Security Grant Program (SHSGP) funds mentioned in the January 2024 Police Services Report have been made available. Project advancement and procurement of two Utility Terrain Vehicles (UTV), First Responder ballistic protective helmets, and protective respirators through SHSGP grant funds are underway. All equipment gained through SHSGP funding will strengthen the overall operational capabilities of the Police Department and provide an enhanced asset to mutual aid collaboration and coordination efforts.

The UTVs will be particularly useful to access the Town's Open Space Preserves to respond to criminal activity and medical emergencies, conduct routine patrol checks, and perform mandatory evacuations.

CALLS FOR SERVICE AND OFFICER ACTIVITY

The LGMSPD strives to meet response time goals and provide an uncompromising high level of service to the community. The following table depicts a comparison of the Communications Division call volume, both inbound and outbound, immediacy to which they are answered, and number of 911 calls over the last two years between the months of January to June.

The industry standard for a Public Safety Answering Point (PSAP) agency target, is for 911 calls to be answered within less than ten seconds 95% of the time. Outbound calls can be a result of transferring callers to other points of contact within Town Departments, contacting or following up with community members, or conducting other inter-agency duties. The difference in numbers between the timeframes is likely due to fewer storm events in 2024 compared to 2023.

Jan – June	Inbound 911 calls	% of 911 calls answered < 10 seconds	Incoming Non-emergency calls	Non-emergency Outbound calls
2023	5,535	95.95%	16,416	8,362
2024	4,871	95.9%	14,591	6,872

SUBJECT: Receive Police Services Report: January – June 2024

DATE: August 15, 2024

DISCUSSION (continued):

Officers' response to priority calls for service continue to be comparable to prior years and close to priority goals. These performance measures can be found in the Adopted Fiscal Year 2024/25 Operating Budget in the Police Department chapter. Priority 1 refers to immediate emergency with threat to life or a public safety hazard, Priority 2 is an urgent emergency that requires an immediate response, and a Priority 3 incident is a non-emergency.

The LGMSPD has set response time goals of 5:00 minutes for Priority 1 calls, 10:00 for Priority 2 calls, and 15:00 for Priority 3 calls (see comparison bar chart, slide 6 of Attachment 2).

DEPARTMENT GOALS AND COMMUNICATION: (MANDATES AND TRAINING)

The LGMSPD is also focused on identifying future leaders within the organization. A promotional assessment process was held in March 2024 to evaluate and identify future Corporals and Sergeants. An experienced vendor, Donnoe & Associates, conducted the concise, credible, and POST-compliant testing and assessment process consistent with LGMSPD high standards. This is the first time in over a decade that the Department worked with an independent contractor on an assessment tool.

Several internal candidates successfully completed the process, demonstrating readiness for a promotion. An eligibility list was established from this process and two Sergeants, and one Corporal have been promoted thus far. This will be a continued annual process to assure an eligibility list is maintained for succession planning within the Police Department and an ability for potential candidates to prepare for such opportunities.

A Police Captain position was filled in June after a nationwide search conducted by Peckham & McKenney.

At a Department-wide training meeting in February, each staff member received a handbook detailing an integral wellness program that provides resources and support for many aspects of well-being, following a "LGMSPD Wellness Wheel."



SUBJECT: Receive Police Services Report: January – June 2024

DATE: August 15, 2024

DISCUSSION (continued):

In May 2024, the LGMSPD Leadership Team utilized POST Grant funding and support from the Los Gatos-Monte Sereno Police Foundation to take part in a POST approved and facilitated Team Building Workshop (TBW). A similar workshop occurred in 2022. At the 2024 TBW, the LGMSPD leadership team focused on building a culture of accountability, teamwork, and inclusiveness while evaluating and outlining the Department Strategic Plan for 2024-2026. The goals included within the LGMSPD 2024-2026 Strategic Plan are:

- Recruitment, Development, and Retention
- Embrace and Integrate Technology throughout the Agency
- Organizational Wellness

The Department participated in other trainings, including a debrief of the 2021 Valley Transportation Authority (VTA) active shooter incident, joint training exercises with the Santa Clara County Fire District, and other events.

As staffing improves, the Police Department is focused on supervisor development and training to re-establish specialty teams and to develop confidence and competency in these roles. This requires continuous assessment of mandatory or immediate Department training needs based on POST requirements and operational effectiveness. LGMSPD recently passed its 2022-2024 POST audit.

MELIORA ORGANIZATIONAL ASSESSMENT UPDATE

In January 2024 during the Police Services bi-annual report out, the Council unanimously approved entering into an agreement with Meliora Public Safety Consultant services for a comprehensive assessment of the Department. The project is underway, and the consultant efforts are still in progress. The overall themes and outcome of the assessment will be summarized in a future report to Town Council.

COMMUNITY OUTREACH AND PARTNERSHIPS

The Police Department is continuing to invest in community outreach, engagement, and trust-building opportunities to establish and maintain strong relationships and partnerships.

More than 20 Los Gatos and Monte Sereno residents and business owners completed the second LGMSPD Community Police Academy. The Academy took place during the eight weeks of March and April 2024.

Other outreach and engagement opportunities included:

SUBJECT: Receive Police Services Report: January – June 2024

DATE: August 15, 2024

DISCUSSION (continued):

- LGMSPD Explorers supporting visibility and public safety awareness at the Los Gatos Spring into Green. LGMSPD needs additional Explorer volunteers ages 14-20.
- Los Gatos-Monte Sereno Police Foundation Gala fundraiser that supported funding four new ballistic shields to replace outdated protective equipment.
- Community Emergency Response Team (CERT) Open house at Calvary Church twice in June. There are at least seven new CERT graduates within Los Gatos and two newly built Neighborhood Incident Command Posts (NICPs)
- Special Olympics Law Enforcement Torch Run with \$4,455 funds raised – June 26, 2024
- Special Olympics fundraiser by Steve Mariucci “Battle of the Bay” Bocce Ball Tournament at Campo Di Bocce, Los Gatos – June 4, 2024
- Special Olympics Polar Plunge – February 2024
- Los Gatos Little League Opening Day – March 2024
- Big Truck Days – 3 events
- Senior Resource Fair
- Therapy Canine community engagements
- Neurodiverse event with the Youth Commission for Easter

The Volunteer in Policing Program (VIP) currently has four members. In the last six months, they have contributed over 800 volunteer hours. Their services include checking seven to 20 homes on the vacation log up to three times per week, distributing 260 Welcome Packets, delivering Council mail, and completing other Police support efforts.

The Disaster Aid Response Team (DART) is a non-profit organization that assists in both planned events and unplanned policing incidents, some of which included assisting with the Cats Hill Race and other downtown events with road closures, Vice-Presidential and First Lady visits to Los Gatos in January and June 2024, and other occurrences.

As time permits, Police Department staff works with the local unhoused community, its stakeholders, and service providers. Sworn staff frequently attends the weekly pantry offerings at St. Luke’s and maintains positive relationships with the unhoused residents.

CONCLUSION:

The Police Services Report for January to June 2024 provides an update with transparent information regarding operational efforts, priorities, and accomplishments. LGMSPD is distinct from other public safety agencies due to our exceptional hiring standards, community accessibility to police resources, personalized and high-touch public safety service delivery, and engagement in various forms prior to any policing enforcement possibly being necessary.

SUBJECT: Receive Police Services Report: January – June 2024

DATE: August 15, 2024

CONCLUSION (continued):

The combination of the innovative use of technology with relationship building is valued by our community, has reduced crime, and has maintained the excellent quality of life in Los Gatos.

During the remainder of 2024, the LGMSPD will continue implementing its Strategic Plan focused on hiring and recruitment, technology, and organizational wellness. Future engagements include the swearing in on September 10, 2024, the Police Recognition Luncheon hosted by the Los Gatos-Monte Sereno Police Foundation on October 17, 2024, the Meliora report out, and an explosive detection and tracking canine addition to LGMSPD.

FISCAL IMPACT:

The receipt of this report has no fiscal implications.

ENVIRONMENTAL ASSESSMENT:

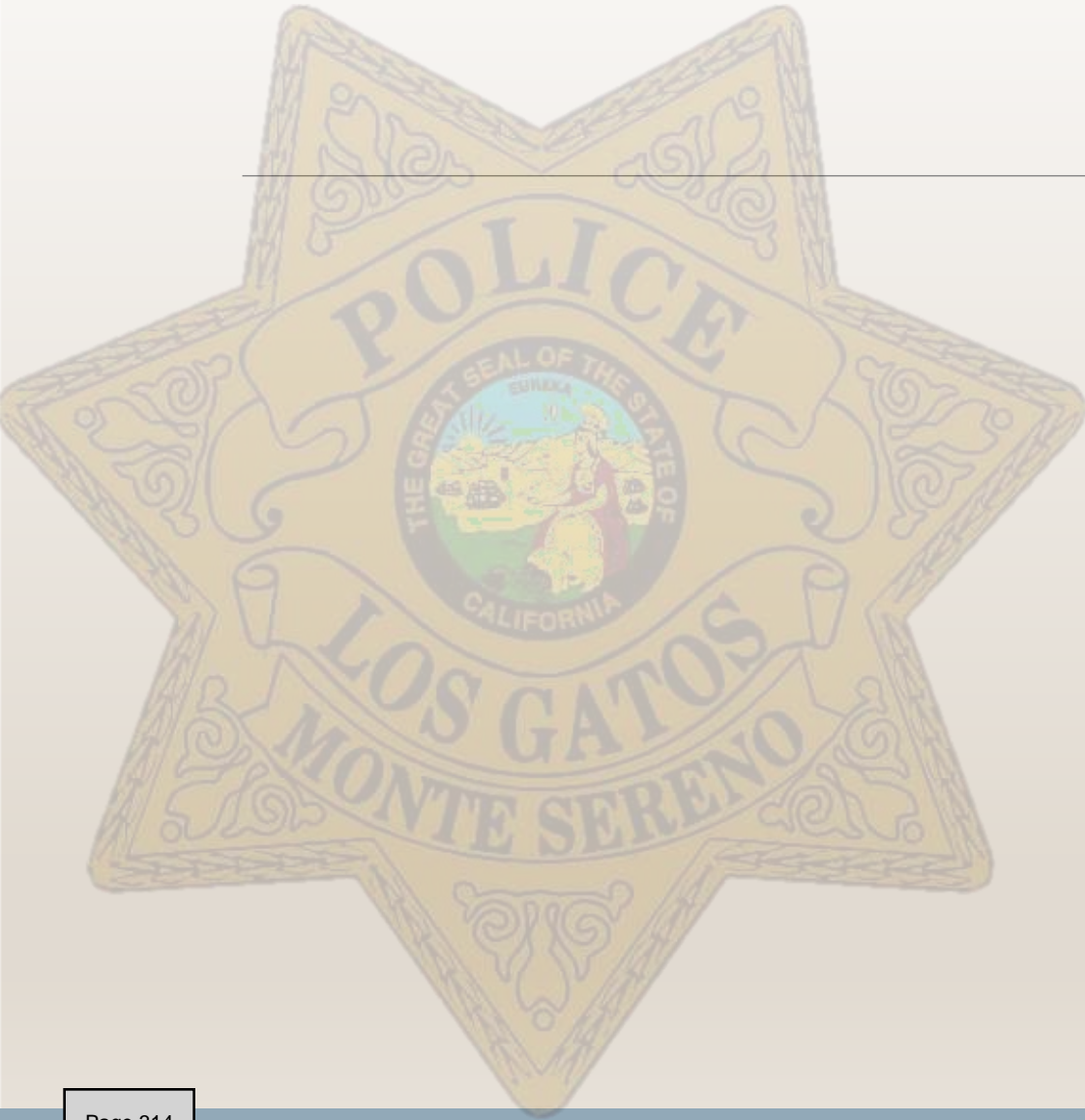
This is not a project defined under CEQA, and no further action is required.

ATTACHMENTS:

1. Historical Staffing Levels
2. PowerPoint Presentation

Agency Name	Year	Total Officers Employed	Total Dispatchers Employed	Total Reserves Employed
LOS GATOS PD	1995	43	7	13
LOS GATOS PD	1996	41	8	15
LOS GATOS PD	1997	40	8	12
LOS GATOS PD	1998	39	7	10
LOS GATOS PD	1999	41	6	9
LOS GATOS PD	2000	42	7	9
LOS GATOS PD	2001	48	8	9
LOS GATOS PD	2002	47	8	9
LOS GATOS PD	2003	43	8	9
LOS GATOS PD	2004	42	7	9
LOS GATOS PD	2005	42	6	7
LOS GATOS PD	2006	40	7	7
LOS GATOS PD	2007	42	7	6
LOS GATOS PD	2008	43	6	6
LOS GATOS PD	2009	41	7	7
LOS GATOS PD	2010	41	8	7
LOS GATOS PD	2011	40	7	10
LOS GATOS PD	2012	39	7	7
LOS GATOS PD	2013	38	6	7
LOS GATOS PD	2014	37	7	7
LOS GATOS PD	2015	38	7	6
LOS GATOS PD	2016	36	7	6
LOS GATOS PD	2017	37	7	7
LOS GATOS PD	2018	39	8	4
LOS GATOS PD	2019	35	9	4
LOS GATOS PD	2020	36	7	4
LOS GATOS PD	2021	37	5	6
LOS GATOS PD	2022	37	5	6
LOS GATOS PD	2023	35	8	7

ATTACHMENT 1



LOS GATOS POLICE SERVICES REPORT

JANUARY-JULY 2024



THE DEPARTMENT *Staff Update*

NEW HIRES



Police Officers

6



Dispatcher

1



Police Officer Recruit

1

Professional Staff

1

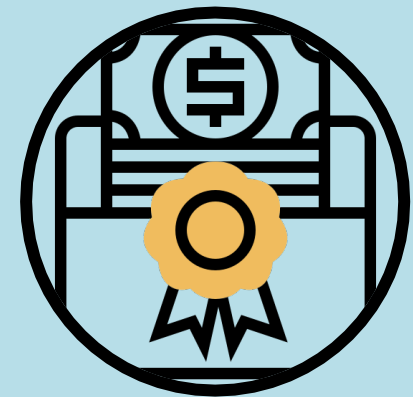
OVERTIME HOURS

Communications	1,211 HRS
Police Officers	4,724 HRS

TEMP/PER DIEM HOURS

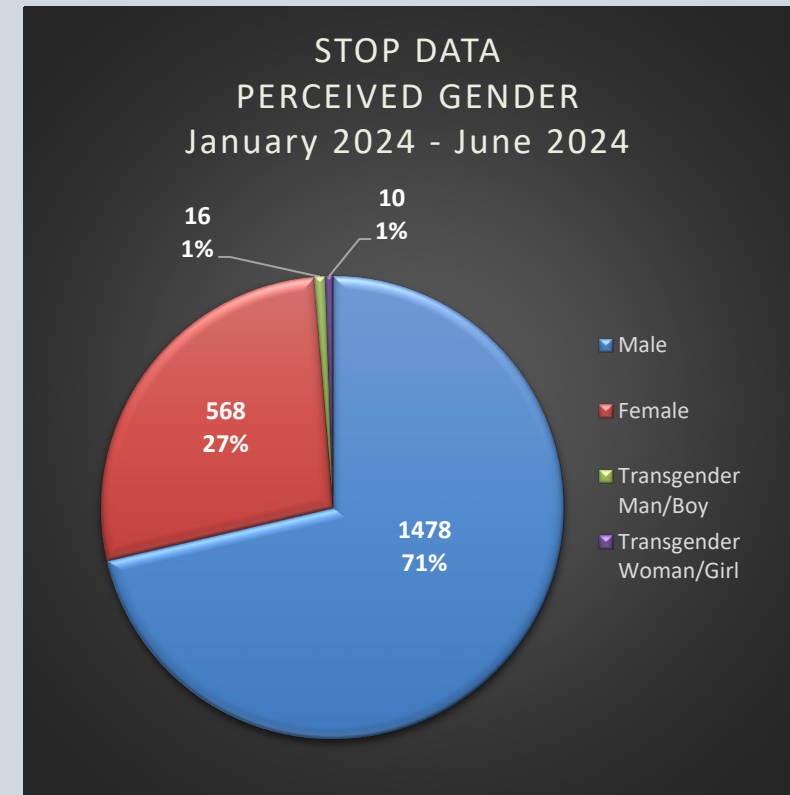
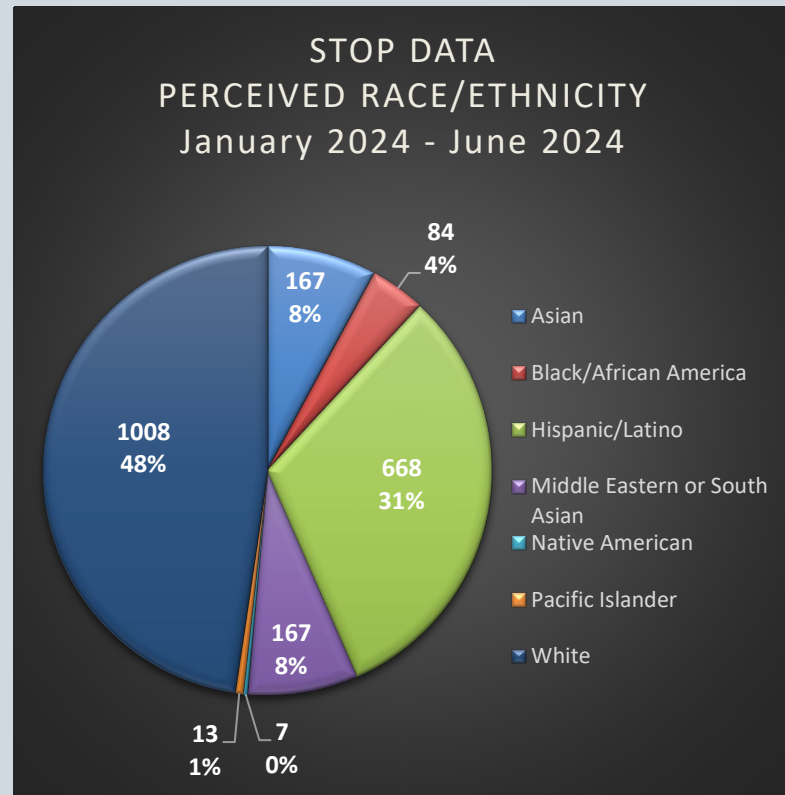
CSOs	1,087 HRS
Reserves	941 HRS
Per Diem Dispatchers	676 HRS

Efficiencies & Improvements

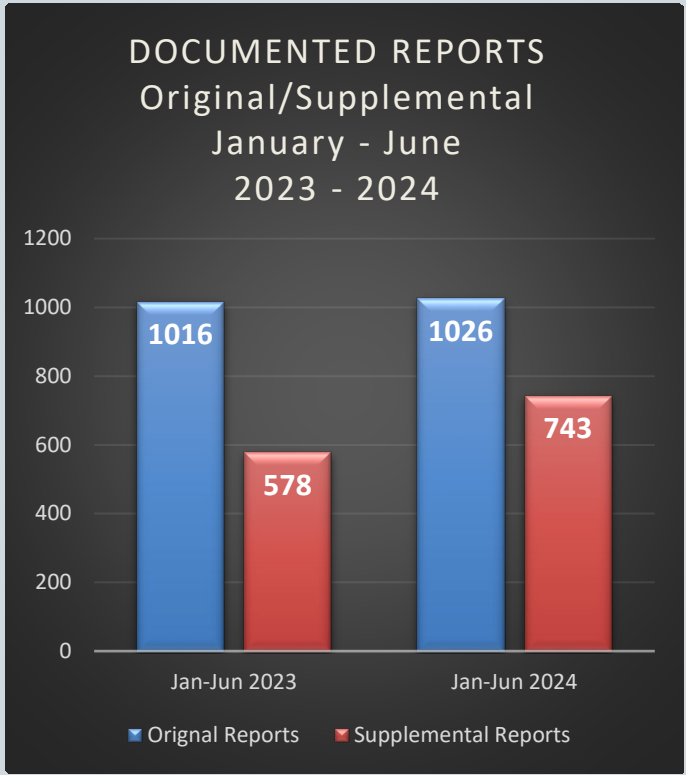
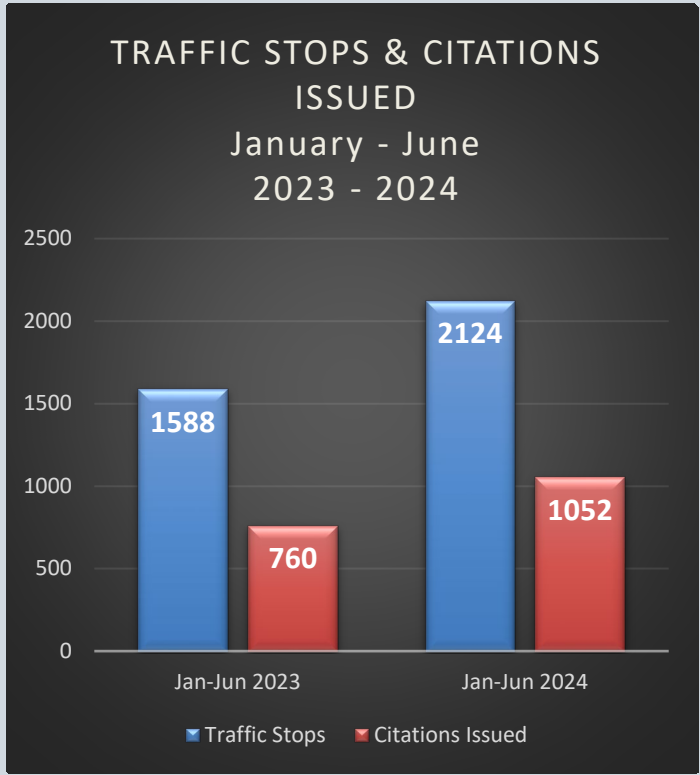




Racial Identity Profiling Act (RIPA) - *Preliminary Analysis*

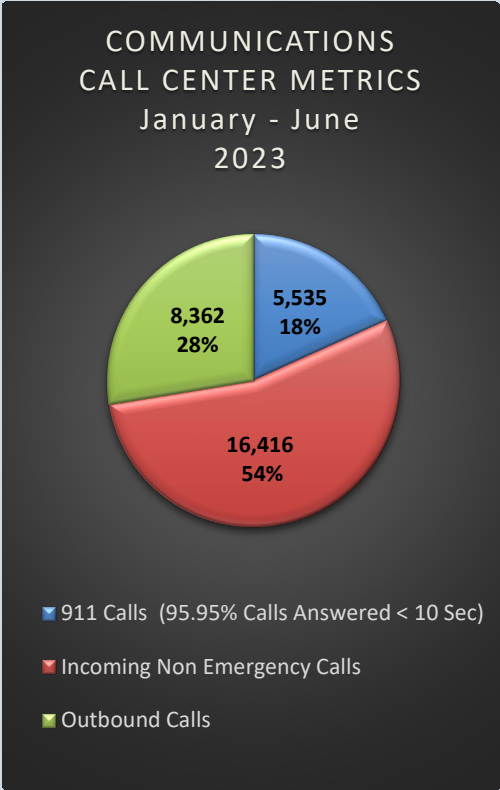
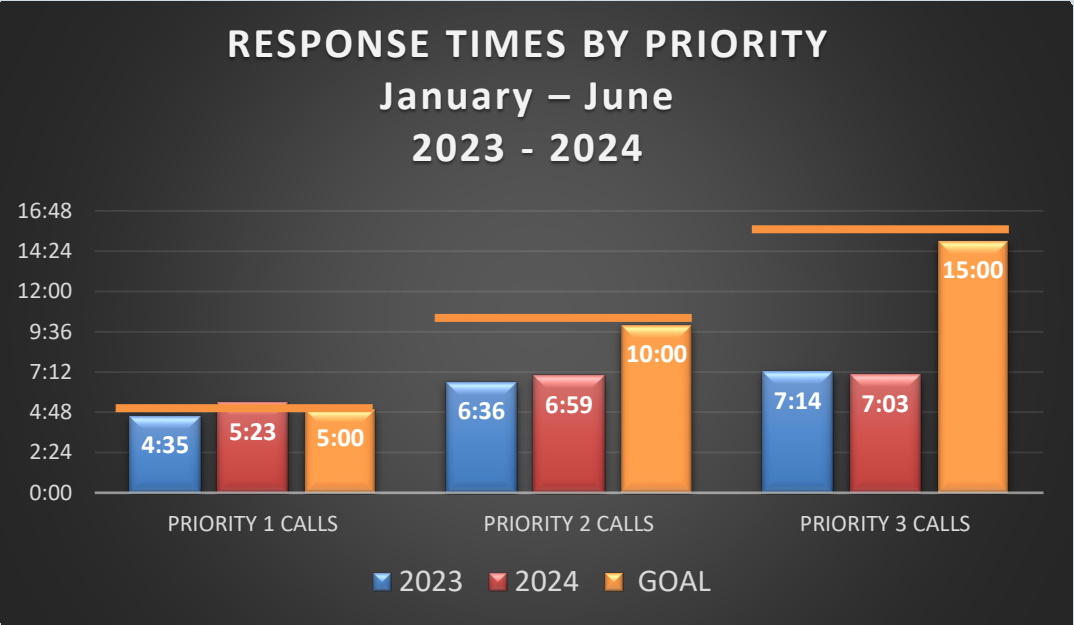


Traffic Enforcement & Case Reports





Calls For Service



Department Goals & Communication

ITEM NO. 17.

**Professional
Development
& Promotions**

**LGMSPD
Department
Meeting**

**LGMSPD Team
Building
Workshop &
2024-2026
Strategic Plan**



Department Goals & Communication

ITEM NO. 17.

MELIORA
Assessment

**Active Shooter
Training,
Debrief, &
Partnership**

**Collateral
Team Training
&
Development**



COMMUNITY POLICING & PARTNERSHIPS

Volunteers- DART, CERT, VIP, EXPLORERS, RESERVES	Special Olympics- Torch Run, Bocce Ball, Polar Plunge
Schools- Venture, LGHS, and our Youth Commission	LGMS Police Foundation – Updated Ballistic Shields, May Swearing-in, Drone technology, NNO, Community Police Academy, Incident Debrief, and Team Building Workshop
Wellness- Peer Support, Operation Freedom Paws- K9 Therapy Dogs, & Chaplains	Safety & Neighborhood Watch Meetings
Local Churches- Calvary, St. Luke's Methodist Local Businesses	Additional Partners- Jewish Community Center, Town of Los Gatos, City of Monte Sereno





**MELIORA
ASSESSMENT**

**SWEARING-IN &
PROMOTIONAL
CEREMONY**

POLICE RECOGNITION

WHAT'S NEXT

**COMMUNITY POLICE
ACADEMY
RECRUITMENT**

NEW SRO

**K9 EXPLOSIVE &
TRACKING**



ITEM NO. 17.

QUESTIONS



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO: 18

ITEM NO. 18.

DATE: August 15, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Discuss and Provide Direction on Modifications to Noticing for Senate Bill (SB) 330 and Builder's Remedy Projects.

RECOMMENDATION:

Discuss and provide direction on modifications to noticing for Senate Bill (SB) 330 and Builder's Remedy projects.

BACKGROUND:

On May 7, 2024, the Town Council considered outreach and noticing options for preliminary Planning applications that have been submitted for SB 330 projects, which can include projects that reference the Builder's Remedy. SB 330 amended the Government Code to give development applicants the opportunity to submit preliminary applications. SB 330 preliminary applications vest applicants to the development standards that were in place when the preliminary application was deemed submitted. After a preliminary application has been deemed submitted, applicants then have 90 days in which to submit a formal planning application. The Town already has noticing requirements in place that apply to formal applications. Those requirements require that property owners and tenants within 300 feet of a proposed project receive mailed notice prior to the public hearing on the proposal.

Some SB 330 preliminary applications, but not all, have referenced the State Builder's Remedy, which is codified in Government Code Section 65589.5. Section 65589.5 provides that, if a jurisdiction did not adopt a Housing Element that substantially complied with State law by a specified deadline (which was January 31, 2023, in Los Gatos), applicants can reference the Builder's Remedy with their Planning applications. When the Builder's Remedy applies, it limits the circumstances under which jurisdictions can modify or deny Planning applications to those set forth in the statute.

PREPARED BY: Joel Paulson, AICP
Community Development Director

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

SUBJECT: SB 330 Project Outreach and Noticing

DATE: August 15, 2024

BACKGROUND (continued):

On a unanimous vote, the Town Council provided the following direction to staff regarding noticing for SB 330 preliminary applications, which can include projects for which applicants have referenced the Builder's Remedy:

Whenever a pre-application or formal application for a development of three stories or more, including, but not limited to SB 330 and Builder's Remedy application, is received or scheduled for a hearing, that neighbors within 1,000 feet will be notified and provided access to information in the visual renderings, signs, and the application itself. Further, if a project changes significantly, there will be re-notification. Fees will be recovered wherever possible. Notice will include a brief explanation of SB 330 and current development process.

Following this direction, staff has been providing the early noticing after receipt of a SB 330 preliminary application or formal application for a proposed development of three stories or more. This includes projects that are relying solely on the State density bonus law, which authorizes waivers from development standards when a specified percentage of affordable housing is included in the proposed development. When an application is ready for its public hearing, another mailed notice will be sent.

Applicants currently fund the expanded noticing. The cost of the expanded noticing, not including staff time, ranges from \$300.00 to \$380.00.

DISCUSSION:

The recent Council direction expanded early noticing requirements for proposed developments that are three stories or more. Following this action, a Town Council member requested that this matter be considered further to determine whether the three-story limitation should be modified.

As previously stated in the staff report for the May 7, 2024 Town Council meeting, the Town may legally adopt noticing requirements that are more extensive than the 300 feet required by State law so long as there is a rational basis for doing so. Because adoption of this noticing policy is a legislative action, any distinction in noticing requirements should have a rational basis that serves a legitimate government purpose. Potential bases for imposing increased noticing requirements would be projects over a specified height, number of units, or square footage based on the added visual impact to the neighborhood or other factors.

FISCAL IMPACT:

The fiscal impact, including staff time, depends on the scope of any modifications to the increased noticing requirement determined by the Town Council.

SUBJECT: SB 330 Project Outreach and Noticing

DATE: August 15, 2024

FISCAL IMPACT (continued):

The Town has the option of assuming the cost of the increased noticing. If this is the Council's preference, a funding source would need to be identified.

CONCLUSION:

This agenda item allows Town Council to provide direction on modifications to noticing for SB 330 preliminary applications referencing the Builder's Remedy. Staff recommends consideration of the following question:

1. Does the Town Council wish to modify the noticing requirements for SB 330 preliminary applications which reference the Builder's Remedy?
2. Does the Town Council wish to modify the noticing requirements for SB 330 preliminary applications which reference State density bonus law?

Staff looks forward to the Town Council's discussion and direction.

ENVIRONMENTAL ASSESSMENT:

Because the Town Council is providing direction only at this time, this is not a project defined under CEQA.

Attachment:

1. Public Comment

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From: Dene Kankel [REDACTED]
Sent: Wednesday, July 10, 2024 9:56 PM
To: Mary Badame <MBadame@losgatosca.gov>; Matthew Hudes <MHudes@losgatosca.gov>; Rob Moore <RMoore@losgatosca.gov>; Rob Rennie <RRennie@losgatosca.gov>; Maria Ristow <MRistow@losgatosca.gov>
Cc: Bryan Matsumoto [REDACTED]
Subject: Los Gatos Ace Hardware

[EXTERNAL SENDER]

Councilmembers,

My name is Dené Kankel and I am one of the owners of Los Gatos Ace Hardware. My business partner, Bryan Matsumoto, and I watched the meeting on Tuesday June 7th and heard the community speak regarding their concerns about SB330 projects which included our location. One of the speakers voiced their concern about public notification and asked why signage was not posted on the property. It was during this conversation that we learned that signage would be posted on the property because of changes to the related ordinance. That signage was installed last week. Let me say that nothing says "GOING OUT OF BUSINESS" more than **three** large signs on all sides of the property. Not to mention that these signs will be advertising "going out of business" for at least a year, maybe more.

As business owners, we are concerned about signage being installed at this point in time. We have over thirteen years left on our lease, and nothing will be happening with this property for over a **decade**. This signage will give the impression that we are going out of business for years after it is installed. Currently staff, managers, Bryan and I field questions daily about when we are closing, with a huge uptick since the signage has been installed. This strongly impacts employee morale, they see the signs, hear the questions and wonder if their job is in jeopardy. I encourage you all to Google "Los Gatos Ace Hardware" and one of the top suggestions is "Los Gatos Ace Hardware closing". Most recently, the Mercury News ran a story titled "Proposed Demolition of Ace Hardware in Los Gatos Draws Concern". That being said, we feel it's important to point out that we feel humbled and grateful for all of the community support we receive and appreciate the concern everyone shows on a daily basis. We consider ourselves lucky to be part of this community.

We understand that the community needs to be informed, however, we are not sure if the change to the ordinance took these types of situations into consideration. Installing signage (especially in our situation where our property is surrounded by three streets and requires three signs) ten years before it possibly breaks ground jeopardizes the continued success of, and community support of, a beloved Los Gatos business. Our customers travel from further away than you might realize - we have regular customers that don't mind driving 30 minutes or more to shop with us. These signs may, in fact, drive customers away unnecessarily because they will look for other places to shop since, in their mind, we will be closing soon.

We wanted to make Councilmembers aware of the negative impacts to all businesses that reside on these properties where breaking ground could be over a decade into the future. We urge you to reconsider this new ordinance that requires signage this early in the process. Bryan and I cannot wait for these signs to be removed so that we can continue business as usual for the next thirteen years and possibly beyond.

Sincerely,
Dené Kankel
Bryan Matsumoto
Owners Los Gatos Ace Hardware



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/20/2024

ITEM NO: 19

ITEM NO. 19.

DATE: August 9, 2024
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize The Town Manager to Reissue a Request for Proposal (RFP) for the Preparation of the Annual Comprehensive Financial Report (ACFR) with a Modification to Start the ACFR Preparation Services for the FY 2024/25 ACFR

RECOMMENDATION:

Authorize the Town Manager to reissue a Request for Proposal (RFP) for the Preparation of the Annual Comprehensive Financial Report (ACFR) with a modification to start the ACFR preparation services with the FY 2024/25 ACFR.

BACKGROUND:

At the December 11, 2023 Finance Commission meeting, the Commission recommended that the Town Council adopt a practice to hire a separate entity from the Town's independent audit firm to prepare the Town's ACFR. The work includes preparing the financial statements, note disclosures, supplemental information, the Management Discussion and Analysis (MD&A) template and tables, and statistical schedules that are derived from the financial statements. Currently, this work is performed by the Town's external auditor, Chavan & Associates, LLP.

External auditors provide both attest and non-attest services. Attest services are procedures that involve a certified public accountant (CPA) vouching and substantiating information provided by a client. Non-attest services are services that do not involve providing assurance on the client's financial statements. Financial statement preparation is a common non-attest service completed by the external auditor of municipalities. During the external audit, Town staff provide the independent auditors with a variety of information, including the Town's Trial Balance. The audited Trial Balance allows the independent auditor to issue opinions on the opinion units reported within the ACFR. The financial statements and notes in the ACFR are prepared from this audited Trial Balance.

PREPARED BY: Gitta Ungvari
Finance Director

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

SUBJECT: Reissue RFP for ACFR Preparation Services

DATE: August 09, 2024

BACKGROUND (continued):

The preparation of the Annual Comprehensive Financial Report involves the synchronization of the actual financial statements with the footnotes, supporting statistical and required supplementary data, Letter of Transmittal, and the MD&A. This is a very time intensive effort for staff and can be done more efficiently through a third party who has software dedicated for this purpose and has expertise providing ACFR preparation service to multiple local government clients. This approach is most time and cost efficient, taking advantage of economies of scale, allowing for lower cost of production, and saving staff resources for other Council priorities. While the external auditor currently prepares the ACFR for \$3,000, it was estimated that it would cost \$10,000 to \$15,000 to hire a separate firm to perform the work, though actual costs would depend on the RFP responses.

The Town Council considered the item on the April 16, 2024 meeting and authorized the Town Manager to prepare and issue a Request for Proposal (RFP) for ACFR preparation.

DISCUSSION:

Staff issued and RFP in June 2024. The RFP was posted on the Town website, sent out to the Town's available auditor services list, and posted on the California Society of Municipal Finance Officers (CSMFO) RFP website, and received only one proposal. While the proposal met the minimum qualifications, the proposed cost of the preparation services was \$43,000, higher than the \$39,000 the Town is currently paying for its entire annual audit services including the ACFR preparation.

It is possible that this premium pricing may be a matter of timing as many firms likely already have a full workload of clients this year. Staff believes it will have better success finding a qualified consultant starting with the FY 2024/25 ACFR preparation, when adequate time is given to potential consultants to include the requested services in their annual workplan. As this is not a common practice in local government, staff will continue its efforts to promote the reissued RFP to find qualified consultants to assist with the completion of the ACFR.

In the meantime, staff is continuing its work with the Town's external auditor, Chavan & Associates, LLP.

CONCLUSION:

Authorize the Town Manager to reissue a Request for Proposal (RFP) for the Preparation of the Annual Comprehensive Financial Report (ACFR) with a modification starting the ACFR preparation services for the FY 2024/25 ACFR.

SUBJECT: Reissue RFP for ACFR Preparation Services

DATE: August 09, 2024

FISCAL IMPACT:

If Council authorizes staff to reissue the RFP for ACFR services, any additional cost beyond using the current external auditor (Chavan & Associates, LLP) will be included in the Proposed FY 2025/26 Operating Budget. The current proposal was \$43,000 for the FY 2023/24 ACFR preparation services. The cost of the FY 2024/25 ACFR preparation services is pending results of the reissued RFP submittals.

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: 8/20/2024

ITEM NO: 20

ITEM NO. 20.

DATE: August 15, 2024
TO: Mayor and Town Council
FROM: Gabrielle Whelan, Town Attorney
SUBJECT: Introduce an Ordinance Titled: "An Ordinance of the Town Council of the Town of Los Gatos Amending Town Code Section 1.10.075, 'Official Town Holidays – Designated; Exceptions' to Add Veterans Day as a Town Holiday"

RECOMMENDATION:

Introduce an ordinance, by title only, to amend Town Code section 1.10.075, "Official Town Holidays – Designated; Exceptions," to add the Veterans Day Holiday to the list of official Town holidays.

BACKGROUND:

The Town and its bargaining units recently agreed to add Veterans Day as an official Town holiday. The Memoranda of Understanding between the Town and most bargaining units have been amended accordingly. Town representatives and the Police Officers Association are currently working on a side letter agreement to document this holiday.

Staff recommends that a Veterans Day holiday be added for the Town as a whole.

CONCLUSION:

In order to accomplish this, staff is recommending that the Town Council introduce a proposed amendment to Section 1.10.075, "Official Town Holidays – Designated; Exceptions," of the Town Code to add Veterans Day to the list of the Town's observed holidays. If introduced by the Town Council, this proposed ordinance will return to the Town Council for adoption at a subsequent meeting and will take effect 30 days after adoption.

PREPARED BY: Bridgette Falconio
Administrative Technician

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

SUBJECT: Adding Veterans Day Holiday

DATE: August 15, 2024

COORDINATION:

The Town Attorney's Office, Town Manager's Office, and Human Resources Department coordinated this report.

FISCAL IMPACT:

This agenda item will add one new paid holiday to the Town's official holiday calendar.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft Ordinance Redline
2. Draft Ordinance

DRAFT ORDINANCE

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AMENDING TOWN CODE SECTION 1.10.075, "OFFICIAL TOWN HOLIDAYS – DESIGNATED; EXCEPTIONS" TO ADD VETERAN'S DAY AS A TOWN HOLIDAY

WHEREAS, Section 1.10.075, "Official Town Holidays – Designated; Exceptions," lists the Town holidays;

WHEREAS, Veteran's Day has been included as a holiday in the Town's recently-amended memorandum of understanding with the Police Officer's Association;

WHEREAS, staff recommends adding Veteran's Day as an official Town holiday: and

WHEREAS, the Town Council deems it necessary to amend Section 1.10.075, "Official Town Holidays – Designated; Exceptions," of the Town Code to add Veteran's Day, to the list of recognized Town holidays in the Town Code;

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS ORDAINS as follows:

SECTION I. Section 1.10.075, "Official Town Holidays – Designated; Exceptions," of the Town Code is hereby amended to add the following underlined language and re-number the holidays:

Sec. 1.10.075. Official Town holidays—Designated; exceptions.

(a) The following days shall be holidays for the Town:

- (1) January first.
- (2) The third Monday in January.
- (3) The third Monday in February.
- (4) The last Monday in May.
- (5) Juneteenth.
- (6) July fourth.
- (7) The first Monday in September.
- (8) November eleventh
- ~~(8)~~(9) Thanksgiving Day.
- ~~(9)~~(10) The Friday following Thanksgiving Day.
- ~~(10)~~(11) December twenty-fifth.

ATTACHMENT 1

~~(11)~~(12) Every day appointed by the President or Governor for a public fast, thanksgiving or holiday, which is also designated as a Town holiday by the Mayor through written directive.

- (b) If any of the holidays designated above fall upon a Saturday, the preceding Friday, instead of Saturday, shall be the holiday. If any of the holidays designated above fall upon a Sunday, the succeeding Monday, instead of Sunday, shall be the holiday.
- (c) If provisions of this section are in conflict with provisions of a memorandum of understanding, the memorandum of understanding shall be controlling without further legislative action, except that if such provisions of a memorandum of understanding require the expenditure of funds, then the provisions shall not become effective unless approved by the Town Council in the annual budget.

(Code 1968, § 1-13)

SECTION 2. SEVERABILITY CLAUSE. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The Town Council of the Town of Los Gatos declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable

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

SECTION 4. PUBLICATION. The Town Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the Town of Los Gatos and to cause publication once in the Los Gatos Weekly, the official publication of legal notices of the Town of Los Gatos, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the Town Council and a certified copy shall be posted in the office of the Town Clerk, pursuant to GC 36933(c)(1).

SECTION 5. EFFECTIVE DATE. This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the ____ day of _____ 20 , and adopted by the following vote as an ordinance of the Town of Los Gatos at a regular meeting of the Town Council of the

Town of Los Gatos on the ____ day of ____ 20 . This ordinance takes effect 30 days after it is adopted.

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: _____

DRAFT ORDINANCE

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AMENDING TOWN CODE SECTION 1.10.075, "OFFICIAL TOWN HOLIDAYS – DESIGNATED; EXCEPTIONS" TO ADD VETERANS DAY AS A TOWN HOLIDAY

WHEREAS, Section 1.10.075, "Official Town Holidays – Designated; Exceptions," lists the Town holidays;

WHEREAS, Veterans Day has been included as a holiday in the Town's recently-amended memorandum of understanding with the Police Officer's Association;

WHEREAS, staff recommends adding Veterans Day as an official Town holiday: and

WHEREAS, the Town Council deems it necessary to amend Section 1.10.075, "Official Town Holidays – Designated; Exceptions," of the Town Code to add Veterans Day, to the list of recognized Town holidays in the Town Code;

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS ORDAINS as follows:

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(a) The following days shall be holidays for the Town:

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- (4) The last Monday in May.
- (5) Juneteenth.
- (6) July fourth.
- (7) The first Monday in September.
- (8) November eleventh.
- (9) Thanksgiving Day.
- (10) The Friday following Thanksgiving Day.
- (11) December twenty-fifth.

ATTACHMENT 2

- (12) Every day appointed by the President or Governor for a public fast, thanksgiving or holiday, which is also designated as a Town holiday by the Mayor through written directive.
- (b) If any of the holidays designated above fall upon a Saturday, the preceding Friday, instead of Saturday, shall be the holiday. If any of the holidays designated above fall upon a Sunday, the succeeding Monday, instead of Sunday, shall be the holiday.
- (c) If provisions of this section are in conflict with provisions of a memorandum of understanding, the memorandum of understanding shall be controlling without further legislative action, except that if such provisions of a memorandum of understanding require the expenditure of funds, then the provisions shall not become effective unless approved by the Town Council in the annual budget.

(Code 1968, § 1-13)

SECTION 2. SEVERABILITY CLAUSE. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The Town Council of the Town of Los Gatos declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable

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SECTION 5. EFFECTIVE DATE. This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the ____ day of ____ 20 , and adopted by the following vote as an ordinance of the Town of Los Gatos at a regular meeting of the Town Council of the Town of Los Gatos on the ____ day of ____ 20 . This ordinance takes effect 30 days after it is

adopted.

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

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