



**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
APRIL 15, 2025
110 EAST MAIN STREET AND TELECONFERENCE
TOWN COUNCIL CHAMBERS
7:00 PM**

*Matthew Hudes, Mayor
Rob Moore, Vice Mayor
Mary Badame, 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.

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/85481444677?pwd=561kip53XZTmhrTCwGDoNCvDTWQnwJ.1>
Passcode: 535103. You can also type in 854 8144 4677 in the “Join a Meeting” page on the Zoom website at www.zoom.us and use passcode 535103.
 - 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).

(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.

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. Arbor Day Proclamation.

CONSENT ITEMS *(Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may remove an item 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 the Minutes of the April 1, 2025 Closed Session Town Council Meeting.
2. Approve the Minutes of the April 1, 2025 Town Council Meeting.
3. Approve the Minutes of the April 7, 2025 Joint Special Meeting of the Town Council and Planning Commission.
4. Receive the Monthly Financial and Investment Report for February 2025.
5. Adopt a Resolution Describing Improvements and Directing the Preparation of the Town Engineer's Report for Fiscal Year 2025/26 for Landscape and Lighting Assessment Districts No. 1 and 2.
6. Approve the Following Actions Related to Annual ADA Compliance Work (CIP No. 812-2013):
 - a. Authorize the Town Manager to Execute a Fourth Amendment to the Agreement for Consultant Services with Disability Access Consultants, LLC, to Extend the Term and to Increase the Compensation in an Amount of \$50,000, for a Total Agreement Not to Exceed \$270,000; and
 - b. Authorize An Expenditure Budget Transfer in the Amount of \$50,000 from Project 411-813-9921 Curb, Gutter, and Sidewalk Maintenance.
7. Approve Actions Related to the 2016 Measure B Education & Encouragement Grant (CIP Project No. 812-0134), Authorize the Town Manager to Execute an Amended and Restated Funding Agreement with Santa Clara Valley Transportation Authority (VTA) for the Bicycle and Pedestrian Education and Encouragement Program, and Authorize Expenditure Budget Adjustments of \$1,013 for Non-Reimbursable Expenses and \$45,380 for Grant Allocations.
8. Approve a Resolution Authorizing the Town Manager to Execute a Five-Year Police Services Agreement (July 1, 2025 – June 30, 2030) with the City of Monte Sereno.
9. Approve a Temporary Suspension of the Youth Commission Interview Schedule Provision in Council Policy 2-11, "Residency and Attendance Requirements, and Establishing a Quorum," in Procedures Section A.2, Due to Meeting Time Constraints, and Allow the Interviews to Occur in August.

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 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.)*

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

10. Accept a Report on the Status of the Town's Vacancies, Recruitments, and Retention Efforts Pursuant to Assembly Bill 2561.

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].

NOTE: The ADA access ramp to the Town Council Chambers is under construction and will be inaccessible through June 2025. Persons who require the use of that ramp to attend meetings are requested to contact the Clerk's Office at least two (2) business days prior to the meeting date.

NOTICE REGARDING SUPPLEMENTAL MATERIALS Materials related to an item on this agenda submitted to the Town Council after initial distribution of the agenda packets are available for public inspection in the Clerk's Office at Town Hall, 110 E. Main Street, Los Gatos and on Town's website at www.losgatosca.gov. Town Council agendas and related materials can be viewed online at <https://losgatos-ca.municodemeetings.com/>.



**TOWN OF LOS GATOS
COUNCIL CLOSED SESSION MINUTES**

MEETING DATE: 04/15/2025

ITEM NO. 1.

ITEM NO: 1

**DRAFT
Minutes of the Town Council Special Meeting – Closed Session
Tuesday, April 1, 2025
5:15 P.M.**

The Town Council of the Town of Los Gatos conducted a special meeting in person to hold a Closed Session.

MEETING CALLED TO ORDER AT 5:15 P.M.

ROLL CALL

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

Absent: None.

VERBAL COMMUNICATIONS (ONLY ON ITEMS ON THE AGENDA)

No one spoke.

Gabrielle Whelan, Town Attorney announced the closed session titles as listed on the agenda.

THE TOWN COUNCIL MOVED TO CLOSED SESSION ON THE FOLLOWING ITEMS:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)
Property: 43 N. Santa Cruz Avenue, Los Gatos Theatre
Agency Negotiators: Chris Constantin, Town Manager; Katy Nomura, Assistant Town Manager
Negotiating Parties: Town of Los Gatos and Paul Gunsky, Cinelux Theatres Los Gatos LLC
Under Negotiation: Price and Terms of Lease
2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)
Property: 208 E Main Street
Agency Negotiator: Chris Constantin, Town Manager; Katy Nomura, Assistant Town Manager
Negotiating Parties: Town of Los Gatos and Nancy Rollett, Los Gatos-Saratoga Recreation
Under Negotiation: Price and Terms of Lease
3. EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1) Title: Town Attorney

There was no reportable action.

ADJOURNMENT

The meeting adjourned at approximately 6:40 p.m.

Attest:

Submitted by:

Wendy Wood, Town Clerk

Chris Constantin, Town Manager



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 04/15/2025

ITEM NO. 2.

ITEM NO: 2

**DRAFT
Minutes of the Town Council Meeting
Tuesday, April 1, 2025
7:00 P.M.**

The Town Council of the Town of Los Gatos conducted a regular meeting in person and via teleconference.

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

ROLL CALL

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

Absent: None

PLEDGE OF ALLEGIANCE

Mayor Hudes led the Pledge of Allegiance. The audience was invited to participate.

PRESENTATIONS

Mayor Hudes presented a proclamation declaring April 2025 as Los Gatos Poetry Month. Poet Laureate William Ward Butler read a poem.

Representatives from West Valley Community Services gave a presentation on its impact report.

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

1. Approve the Minutes of the March 18, 2025 Closed Session Town Council Meeting.
2. Approve the Minutes of the March 18, 2025 Town Council Meeting.
3. Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the 2024 Annual Street Repair and Resurfacing Project (CIP No. 811-9901), Completed by O'Grady Paving, and Authorize the Town Clerk to File for Recordation.

Mayor Hudes opened public comment.

Gus Who

- Commented on concerns related to item two.

Mayor Hudes closed public comment.

**MOTION: Motion by Council Member Ristow to approve consent items one through three.
Seconded by Vice Mayor Moore.**

VOTE: Motion passed unanimously.

SUBJECT: Draft Minutes of the Town Council Meeting of April 1, 2025

DATE: April 1, 2025

VERBAL COMMUNICATIONS

Sergio Jimenez, Pacific Gas and Electric (PG&E)

- Introduced himself as the new Government Affairs representative for PG&E and point of contact for elected officials and staff members.

Kellie Garton

- Commented on concerns with Senate Bill 9 (SB9) and public safety.

Lynley

- Commented on a variety of concerns related to public conduct and local leadership, and requested the Council consider a submitted proclamation.

Chris Wiley

- Commented on concerns with safety at crosswalks, spoke about the “daylighting” law, and volunteered to paint curbs.

Gus Who

- Commented on concerns with censorship, newspaper articles, Lynne Ave traffic safety, and the World Cup.

OTHER BUSINESS

4. Discuss and Provide Direction to Staff on Options and Budget Considerations for the Town’s Annual Special Events for Fiscal Year 2025-26.

Monica Renn, Economic Vitality Manager, presented the staff report.

Council asked preliminary questions.

Mayor Hudes opened public comment.

Jennifer Lin, Chamber of Commerce

- Requested the Council consider increasing its investment in the Chamber’s Taste of Los Gatos Event as an alternative option for creating a separate Town event.

Teri Hope, Chamber of Commerce

- Commented on the Taste of Los Gatos Event and requested the Council provide funding to make it a larger scale event.

Mayor Hudes closed public comment.

Council asked questions and discussed the item.

MOTION: Motion by Council Member Badame to eliminate Screen on the Green and direct no additional changes to the annual Town events. Seconded by Council Member

SUBJECT: Draft Minutes of the Town Council Meeting of April 1, 2025

DATE: April 1, 2025

Ristow. AMENDMENT: Encourage the Town and Chamber to explore an international food and cultural festival and bring [options] back with the budget.

Council Member Ristow did not accept the amendment and rescinded her second. The motion failed for lack of a second.

MOTION: Motion by **Vice Mayor Moore** to eliminate Screen on the Green and direct staff to work with the Chamber of Commerce to identify ways to support the Taste of Los Gatos in advance of [the Town] budget session, and work with non-profit partners to identify ways to reduce the costs of putting on events in Los Gatos. **Seconded** by **Mayor Hudes**.

VOTE: Motion passed unanimously.

5. Receive a Report on the Montebello Bollard Project (CIP No. 813-0235) and Provide Direction to Staff.

Saurabh Nijhawan, Senior Civil Engineer, presented the staff report.

Council asked preliminary questions.

Mayor Hudes opened public comment.

Lee Fagot

- Inquired if the developer of the Post Office could help offset the cost of bollards.

Mayor Hudes closed public comment.

Council asked questions and discussed the item.

MOTION: Motion by **Council Member Badame** to accept the report and to not make any decision as far as safety enhancements or expenditure of \$50,000 at this time. **Seconded** by **Council Member Rennie**.

VOTE: Motion passed unanimously.

COUNCIL/TOWN MANAGER REPORTS

Council Matters

- Council Member Badame stated she participated in a meeting of resident wildfire advisory group meeting, a Council Policy Committee meeting, and a Silicon Valley Animal Control Authority (SVACA) Board meeting.

SUBJECT: Draft Minutes of the Town Council Meeting of April 1, 2025

DATE: April 1, 2025

- Council Member Ristow stated she helped put on a Community Open House at the Terraces of Los Gatos; met with Silicon Valley Clean Energy Authority (SVCEA) policy members; attended a presentation by Jewish Family Services, a Council Policy Committee meeting as an attendee; met with a representative for the Twin Oaks proposal; attended an event for Women's History Month by Supervisor Margaret Abe-Koga, the West Valley Community Services (WVCS) Chefs of Compassion Fundraiser Event; hosted a reception for Assemblymember Gail Pelerin; and attended a celebration for Former County Supervisor Joe Simitian.
- Vice Mayor Moore stated he attended the WVCS Chefs of Compassion Event, the Union School District Health and Wellness Fair; met with Los Gatos-Saratoga Union High School District Superintendent Health Rocha; attended a Plant Based Advocates Potluck, a Los Gatos Anti-Racism Coalition Book Club; Silicon Valley at Home (SV@Home) Affordable Housing Elected Officials Roundtable; and complied ways for young people to find internships.
- Council Member Rennie stated he attended an event for Women's History Month by Supervisor Margaret Abe-Koga, and a Silicon Valley Clean Energy Authority (SVCEA) Risk Oversight Committee meeting.
- Mayor Hudes stated he attended many meetings, and the second-grade science expo at Stratford School.

Town Manager Matters

- Announced ten residents graduated from the Community Emergency Response Team (CERT) program.
- Announced the Third Annual "Are You Prepared" Meet and Greet which will occur on May 1 from 5:30 to 7 p.m. at the Calvary Church of Los Gatos.
- Announced that on March 28, the Town of Los Gatos filed a Declaratory Relief Action to seek judicial clarification of the Town's and property owner's legal rights and obligation under the Government Code and stated more information is on the Town's website regarding the filing.
- Announced applications are being accepted for short-term vacancies on the General Plan Committee, Personnel Board, and Planning Commission, more information can be found on the website.

Closed Session Report

Gabrielle Whelan, Town Attorney, stated the Town Council met in closed session to discuss and two matters of real property negotiations pursuant to Government Code section 54956.8 and one employee performance evaluation pursuant to Government Code section 54957, and there was no reportable action.

ADJOURNMENT

The meeting adjourned at 9:35 p.m.

Respectfully Submitted:

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SUBJECT: Draft Minutes of the Town Council Meeting of April 1, 2025

DATE: April 1, 2025

ITEM NO. 2.

Jenna De Long, Deputy Town Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 04/10/2025

ITEM NO. 3.

ITEM NO: 3

**DRAFT
Minutes of the Joint Special Meeting of
The Town Council and Planning Commission - Study Session
Monday, April 7, 2025
5:15 P.M.**

The Town Council and Planning Commission of the Town of Los Gatos conducted a Joint Special Meeting in person and via teleconference to discuss the recent updates to State Builder's Remedy Law and the California Environmental Quality Act.

MEETING CALLED TO ORDER AT 5:18 P.M.

ROLL CALL

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

Absent: None.

Present: Chair Emily Thomas, Vice Chair Kendra Burch, Commissioner Susan Burnette, Commissioner Steven Raspe, Commissioner Jeffrey Barnette, and Commissioner Rob Stump.

Absent: None.

OTHER BUSINESS

1. Receive Information on and Discuss Recent Updates to State Builder's Remedy Law and the California Environmental Quality Act.

Gabrielle Whelan, Town Attorney presented the staff report.

Gabrielle Whelan, Town Attorney, and Barbara Kautz, Consultant, gave a presentation on Builder's Remedy and CEQA law.

The Town Council and Planning Commission asked preliminary questions.

VERBAL COMMUNICATIONS

Mingwei Lu

- Commented on concerns with traffic and inquired about a traffic impact study.

Rachel Hinojosa

- Inquired about resident's ability to provide comments and input for the CEQA process.

PAGE 2 OF 2

SUBJECT: Draft Minutes of the Special Joint Town Council-Planning Commission Meeting of
April 7, 2025

DATE: April 7, 2025

Jeff Loughridge

- Commented on concerns with State mandates, agriculture land designation, and inquired about what is considered unusual.

Carin Yamamoto

- Inquired about several concerns regarding the impact of CEQA on developments, potential damaged to sewer lines, evacuation routes and the impacts of new housing laws.

Noa Sklar

- Commented on concerns with the number of developments, safety and fire hazards, and inquired about traffic analysis reports.

Amy Despars

- Commented on concerns with fire evaluation, inquired about fire department evaluations of projects, and spoke about a full evacuation simulation.

Mayor Hudes closed public comment.

The Town Council and Planning Commission asked questions, discussed the item, and received the information.

ADJOURNMENT

The meeting adjourned at 7:09 p.m.

Respectfully Submitted:

Keara Johnson, Deputy Town Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 04/15/2025

ITEM NO. 4.

ITEM NO: 4

DATE: April 8, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Receive the Monthly Financial and Investment Report for February 2025

RECOMMENDATION:

Receive the monthly Financial and Investment Report for February 2025.

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 February 2025 monthly Financial and Investment Report which fulfills this requirement.

The February 2025 Monthly Financial and Investment Report will be received by the Finance Commission at its April 14, 2025, regular meeting.

DISCUSSION:

The February 2025 Monthly Financial and Investment Report includes a Fund Balance Schedule, representing estimated funding available for all funds at the beginning of the fiscal year and at the end of the respective month.

As operations fluctuate month to month, there are differences between balances in one month to balances in another. Such differences may be significant due to the type of activity in those months and the timing of any estimates used in the presentation based on the information available. This is demonstrated by the attached February 28, 2025, fund balance report.

PREPARED BY: Eric Lemon
Finance and Accounting Manager

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

SUBJECT: Monthly Financial and Investment Report for February 2025

DATE: April 8, 2025

In the case that the differences are extraordinary and unanticipated, we will ensure we present more information to explain the differences.

The February 28, 2025, estimated fund balances differ from the January 31, 2024, estimated fund balances due to the normal day-to-day activity where revenue and expenditure activity in one month have a larger shift in one month from the other.

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.

As illustrated in the summary below, Total Cash is adjusted by adding 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 - February 28, 2025		
Total Cash	\$	69,759,388
Plus: Assets	\$	14,591,690
Less: Liabilities	\$	(26,907,928)
Estimated Fund Balance	\$	57,443,150

As of February 28, 2025, the Town's financial position (Cash Plus Other Assets \$84.35M, Liabilities \$26.91M, and Fund Equity \$57.44) remains strong and the Town has sufficient funds to meet the cash demands for the next six months.

As of February 28, 2025, the Town's weighted portfolio yield for investments under management was 4.44% which was 11 basis points above the Local Agency Investment Fund (LAIF) yield of 4.33% for the same reporting period. Currently, the LAIF portfolio's weighted average maturity (WAM) is 237 days versus the Town's longer WAM of 647 days. The Town assets under management reflect the Town's selection of the 1-3 year benchmark investment strategy through the Town's investment advisor to lock in higher yields at the top of the interest rate cycle. The longer maturities are 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 4.44% at the close of February was flat when compared to the January 31, 2024, investment report.

Since February 2024, LAIF yields climbed from 412 basis points (4.12%) to 433 basis points (4.33%) through the end of February 2025. The State LAIF pool typically lags the market when current market yields are either increasing or decreasing.

SUBJECT: Monthly Financial and Investment Report for February 2025

DATE: April 8, 2025

After the rate change back in July of 2023, the Federal Open Market Committee (FOMC) did not change rates again until their September 18, 2024, meeting when they approved a 1/2 percentage basis point decrease from 5.5% to 5.0%. Furthermore, on November 7, 2024, the Federal Reserve voted to approve an additional 1/4 basis point decrease from 5.0% to 4.75%. The most recent change was at their December 2024 meeting when the Federal Reserve voted to approve another 1/4 basis point decrease from 4.75% to 4.50%. These changes support the Federal Open Market Committee's goal to support maximum employment and bring year-to-year inflation to its targeted level of 2%.

The labor market remained solid. Payrolls rose by 143,000 and the unemployment rate eased from 4.1% to 4% even as the participation rate rose reflecting 2.2 million extra workers. However, jobless claims were higher than expected, increasing from 220,000 to 242,000 at the end of the month.

The Town's investments are in compliance with the Town's Investment Policy dated March 18, 2025, and are 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 the Monthly Financial and Investment Report for February 2025.

Attachments:

1. Financial and Investment Report (February 2025)

Town of Los Gatos
Summary Investment Information
February 28, 2025

Weighted Average YTM Portfolio Yield on Investments under Management

4.44%

Weighted Average Maturity (days)

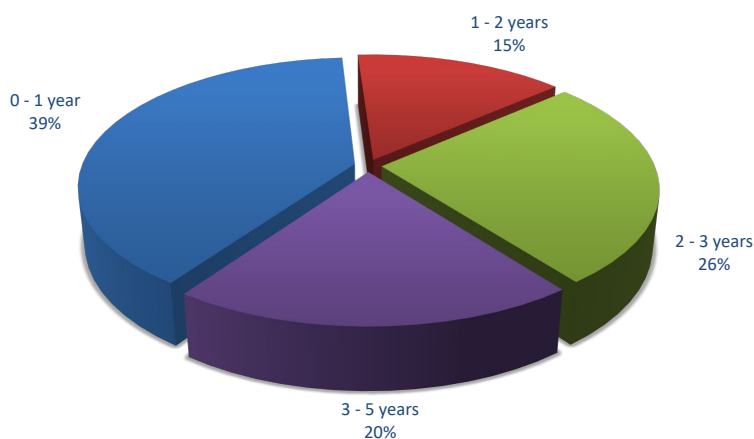
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	This Month	Last Month	One year ago
Portfolio Allocation & Treasurer's Cash Balances	\$69,759,388	\$71,009,516	\$71,152,030
Managed Investments	\$50,879,811		
Local Agency Investment Fund	\$12,012,090		
Reconciled Demand Deposit Balances	\$6,867,487		
Portfolio Allocation & Treasurer's Cash Balances	<u>\$69,759,388</u>		

Benchmarks/ References:

Town's Average Yield	4.44%	4.44%	4.32%
LAIF Yield for month	4.33%	4.37%	4.12%
3 mo. Treasury	4.29%	4.28%	5.39%
6 mo. Treasury	4.27%	4.30%	5.32%
2 yr. Treasury	3.99%	4.20%	4.62%
5 yr. Treasury	4.02%	4.33%	4.25%
10 Yr. Treasury	4.21%	4.54%	4.25%

Portfolio Maturity Profile



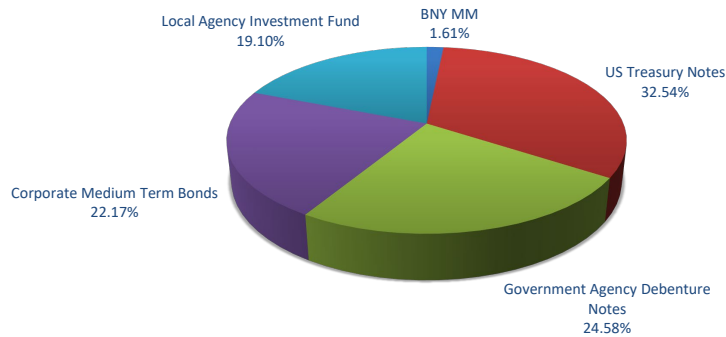
Compliance: The Town's investments are in compliance with the Town's investment policy dated March 18, 2025, and also in compliance with the requirements of Section 53600 at seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

Town of Los Gatos
Portfolio Allocation & Treasurer's Cash Balances
February 28, 2025

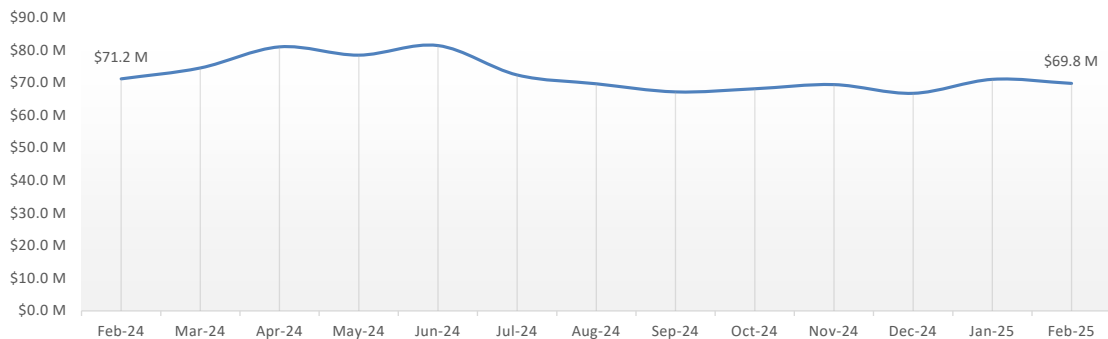
	Month	YTD
Cash & Investment Balances - Beginning of Month/Period	\$ 71,009,516.20	\$ 81,368,409.88
Receipts	4,036,153.00	45,965,961.18
Disbursements	(5,286,281.17)	(57,574,983.03)
Cash & Investment Balances - End of Month/Period	<u>\$69,759,388.03</u>	<u>\$69,759,388.03</u>

Portfolio Allocation	Amount	% of Portfolio	Max. % or \$ Allowed per State Law or Policy
BNY MM	\$1,009,587.24	1.61%	20% of Town Portfolio
US Treasury Notes	\$20,469,190.11	32.54%	No Max. on US Treasuries
Government Agency Debenture Notes	\$15,460,732.81	24.58%	No Max. on Non-Mortgage Backed
Corporate Medium Term Bonds	\$13,940,300.50	22.17%	30% of Town Portfolio
Local Agency Investment Fund	\$12,012,090.08	19.10%	\$75 M per State Law
Subtotal - Investments	62,891,900.74	100.00%	
Reconciled Demand Deposit Balances	<u>6,867,487.29</u>		
Total Portfolio Allocation & Treasurer's Cash Balances	<u>\$69,759,388.03</u>		

Portfolio Investment Allocation



Treasurer's Fund Balances



Town of Los Gatos
Non-Treasury Restricted Fund Balances
February 28, 2025

	Beginning Balance	February 2025 Deposits Realized Gain/Adj.	February 2025 Interest/ Earnings	February 2025 Withdrawals	Ending Balance	
Non-Treasury Funds:						
Cert. of Participation 2002 Ser A Reserve Fund	\$ 701,968.09	\$ -	\$ 2,305.00	\$ 15,717.09	\$ 688,556.00	Note 1
Cert. of Participation 2010 Ser Lease Payment Fund	93,766.19	-	46.60	93,762.50	50.29	Note 2
Cert. of Participation 2002 Ser A Lease Payment Fund	98,935.12	15,717.09	100.98	98,875.00	15,878.19	Note 1
Cert. of Participation 2010 Ser Reserve Fund	1,429,145.04	-	5,171.41	-	1,434,316.45	Note 2
Total Restricted Funds:	<u>\$ 2,323,814.44</u>	<u>\$ 15,717.09</u>	<u>\$ 7,623.99</u>	<u>\$ 208,354.59</u>	<u>\$ 2,138,800.93</u>	
CEPPT IRS Section 115 Trust	2,281,414.83	-	35,385.79	-	\$ 2,316,800.62	Note 3
Grand Total COP's and CEPPT Trust	<u>\$ 4,605,229.27</u>	<u>\$ 15,717.09</u>	<u>\$ 43,009.78</u>	<u>\$ 208,354.59</u>	<u>\$ 4,455,601.55</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 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
February 28, 2025

July 2024	\$	247,221.75
August 2024	\$	212,684.25
September 2024	\$	265,151.31
October 2024	\$	234,237.63
November 2024	\$	227,312.31
December 2024	\$	239,396.54
January 2025	\$	234,030.33
February 2025	\$	213,671.29
March 2025	\$	-
April 2025	\$	-
May 2025	\$	-
June 2025	\$	-
	\$	<u>1,873,705.41</u>

**Town of Los Gatos
Investment Schedule
February 28, 2025**

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	037833DB3	Corporate Bond	2.90%	12/20/2022	1,300,000.00	1,228,591.00	(71,409.00)	1,259,986.00	31,395.00		6/21/2027	4.19%	\$ 65,137.22	\$ 81,871.88	\$ 35,653.88	843
Home Depot	437076BM3	Corporate Bond	3.00%	8/4/2022	1,000,000.00	991,960.00	(8,040.00)	987,370.00	(4,590.00)		1/1/2026	3.04%	\$ 64,750.00	\$ 61,696.52	\$ 21,540.60	307
US Treasury	912828ZW3	US Treasury Note	0.25%	8/9/2022	350,000.00	322,096.88	(27,903.12)	345,464.00	23,367.12		6/30/2025	3.16%	\$ 2,092.39	\$ 19,915.08	\$ 7,003.42	122
FFCB	3133ENSV8	Gov. Agency Debenture	4.13%	1/17/2023	236,000.00	239,174.20	3,174.20	236,165.20	(3,009.00)		1/11/2027	3.76%	\$ 19,307.75	\$ 12,979.52	\$ 5,950.99	682
US Treasury	91282CBT7	US Treasury Note	0.75%	9/30/2022	800,000.00	712,565.18	(87,434.82)	771,848.00	59,282.82		3/31/2026	4.14%	\$ 12,000.00	\$ 54,221.52	\$ 20,619.45	396
FFCB	3133ENP95	Gov. Agency Debenture	4.25%	9/30/2022	900,000.00	900,939.60	939.60	899,802.00	(1,137.60)		9/30/2025	4.14%	\$ 76,500.00	\$ 66,415.88	\$ 25,256.74	214
JP Morgan Chase	46625HRS1	Corporate Bond	3.20%	9/23/2022	500,000.00	474,660.00	(25,340.00)	492,865.00	18,205.00		3/15/2026	4.70%	\$ 35,644.44	\$ 41,217.45	\$ 15,504.40	380
FHLB	3135G05X7	Gov. Agency Debenture	0.38%	6/10/2022	1,200,000.00	1,102,952.40	(97,047.60)	1,177,560.00	74,607.60		8/25/2025	3.04%	\$ 12,187.50	\$ 71,445.55	\$ 23,117.53	178
US Treasury	912828ZL7	US Treasury Note	0.38%	4/12/2022	1,700,000.00	1,583,927.57	(116,072.43)	1,689,307.00	105,379.43		4/30/2025	2.72%	\$ 16,254.49	\$ 98,544.63	\$ 29,563.39	61
FHLB	3130AQF65	Gov. Agency Debenture	1.25%	11/30/2022	1,300,000.00	1,160,559.40	(139,440.60)	1,238,081.00	77,521.60		12/21/2026	4.15%	\$ 33,447.92	\$ 80,116.59	\$ 33,682.24	661
FHLB	3130APIH9	Gov. Agency Debenture	1.00%	1/17/2023	1,000,000.00	907,010.00	(92,990.00)	966,440.00	59,430.00		10/28/2026	4.17%	\$ 18,354.17	\$ 50,234.10	\$ 23,031.86	607
FFCB	3133EN5N6	Gov. Agency Debenture	4.00%	2/8/2023	1,700,000.00	1,706,732.00	6,732.00	1,697,144.00	(9,588.00)		1/6/2028	3.91%	\$ 129,955.56	\$ 92,733.76	\$ 44,358.86	1042
Freddie Mac	3137EAXE3	Gov. Agency Debenture	0.38%	5/1/2023	750,000.00	689,032.50	(60,967.50)	733,852.50	44,820.00		9/23/2025	3.97%	\$ 3,921.87	\$ 32,931.11	\$ 18,784.65	207
American Honda	02665WED9	Corporate Bond	4.70%	5/11/2023	600,000.00	608,856.00	8,856.00	604,362.00	(4,494.00)		1/12/2028	4.34%	\$ 47,078.33	\$ 29,982.05	\$ 17,513.55	1048
US Treasury	91282CE4F	US Treasury Note	2.50%	6/9/2023	1,500,000.00	1,416,626.12	(83,373.88)	1,455,945.00	39,318.88		3/31/2027	4.09%	\$ 49,077.87	\$ 62,956.31	\$ 39,530.71	761
US Treasury	91282CGA3	US Treasury Note	4.00%	6/20/2023	2,100,000.00	2,080,558.59	(19,441.41)	2,097,081.00	16,522.41		12/15/2025	4.40%	\$ 124,852.46	\$ 94,733.28	\$ 61,120.50	290
Colgate-Palmolive	194162AR4	Corporate Bond	4.60%	7/14/2023	500,000.00	504,655.00	4,655.00	507,355.00	2,700.00		2/1/2028	4.37%	\$ 26,002.79	\$ 21,195.52	\$ 14,632.13	1068
FannieMae	3135G06G3	Gov. Agency Debenture	0.50%	7/14/2023	500,000.00	455,157.00	(44,843.00)	487,645.00	32,488.00		11/7/2025	4.63%	\$ 3,284.72	\$ 21,047.01	\$ 14,529.61	252
FFCB	3133EPOC2	Gov. Agency Debenture	4.63%	7/17/2023	500,000.00	501,957.50	1,957.50	503,135.00	1,177.50		7/17/2026	4.48%	\$ 34,687.50	\$ 21,487.97	\$ 14,961.54	504
FFCB	3133EPBM6	Gov. Agency Debenture	4.13%	7/14/2023	600,000.00	596,220.00	(3,780.00)	600,834.00	4,614.00		8/23/2027	4.29%	\$ 39,806.25	\$ 24,754.94	\$ 17,089.35	906
PNC Bank	69353RFJ2	Corporate Bond	3.25%	7/25/2023	1,000,000.00	921,490.00	(78,510.00)	967,270.00	45,780.00		12/23/2027	5.23%	\$ 48,479.17	\$ 46,970.90	\$ 33,471.93	1028
US Treasury	91282CFU0	US Treasury Note	4.13%	7/31/2023	1,300,000.00	1,290,660.60	(9,339.40)	1,304,368.00	13,707.40		10/31/2027	4.31%	\$ 67,031.25	\$ 51,232.08	\$ 37,162.38	975
Toyota Motor Credit	89236TKL8	Corporate Bond	5.45%	8/25/2023	1,600,000.00	1,617,168.00	17,168.00	1,643,072.00	25,904.00		11/10/2027	5.16%	\$ 105,366.67	\$ 70,599.88	\$ 55,341.20	985
US Treasury	912810FE3	US Treasury Note	5.50%	10/3/2023	1,200,000.00	1,238,207.14	38,207.14	1,260,756.00	22,548.86		8/15/2028	4.76%	\$ 90,211.96	\$ 38,717.94	\$ 38,717.94	1264
Pepsico Inc	713448DF2	Corporate Bond	2.85%	10/16/2023	1,000,000.00	947,570.00	(52,430.00)	985,860.00	38,290.00		11/24/2025	5.24%	\$ 38,633.33	\$ 37,712.66	\$ 35,520.06	269
FFCB	3133EPUW3	Gov. Agency Debenture	4.75%	10/13/2023	1,000,000.00	994,338.00	(5,662.00)	1,009,190.00	14,852.00		9/1/2026	4.96%	\$ 41,958.33	\$ 35,367.82	\$ 32,928.66	550
US Treasury	91282CEW7	US Treasury Note	3.25%	10/16/2023	1,000,000.00	950,039.00	(49,960.94)	983,950.00	33,910.94		6/30/2027	4.73%	\$ 39,211.96	\$ 32,499.52	\$ 30,610.02	852
US Treasury	91282CEW7	US Treasury Note	2.75%	10/13/2023	1,300,000.00	1,214,336.39	(85,663.61)	1,266,694.00	52,357.61		4/30/2027	4.82%	\$ 35,750.00	\$ 40,101.59	\$ 40,101.59	791
US Treasury	91282CAB7	US Treasury Note	0.25%	11/15/2023	675,000.00	623,930.00	(51,099.61)	663,909.75	40,009.36		7/31/2025	4.92%	\$ 2,040.59	\$ 19,725.12	\$ 21,022.83	153
US Treasury	91282CGU9	US Treasury Note	3.88%	11/30/2023	1,000,000.00	983,515.62	(16,484.38)	999,600.00	16,084.38		3/31/2025	5.17%	\$ 32,291.67	\$ 29,822.81	\$ 34,023.21	31
US Treasury	91282CCH2	US Treasury Note	1.25%	12/21/2023	900,000.00	798,647.55	(101,352.45)	823,392.00	24,744.45		6/30/2028	3.99%	\$ 11,555.71	\$ 17,690.14	\$ 22,389.09	1218
FNMA	3135G0Q22	Gov. Agency Debenture	1.88%	12/21/2023	900,000.00	845,676.00	(54,324.00)	870,804.00	25,128.00		9/24/2026	4.22%	\$ 12,796.88	\$ 19,224.14	\$ 24,330.55	573
US Treasury	91282CFB2	US Treasury Note	2.75%	1/2/2024	1,000,000.00	960,354.91	(39,645.09)	971,600.00	11,245.09		7/31/2027	3.95%	\$ 29,667.12	\$ 19,025.75	\$ 25,684.76	883
US Treasury	91282CHE4	US Treasury Note	3.63%	1/17/2024	1,800,000.00	1,775,185.72	(24,814.28)	1,779,408.00	4,222.28		5/31/2028	3.97%	\$ 56,692.63	\$ 32,061.96	\$ 47,218.53	1188
JP Morgan Chase	46647PDG8	Corporate Bond	4.85%	2/1/2024	1,400,000.00	1,396,528.00	(3,472.00)	1,405,684.00	9,156.00		7/25/2027	4.93%	\$ 66,782.10	\$ 28,319.94	\$ 45,878.31	877
US Bancorp	91159HJF8	Corporate Bond	4.55%	2/5/2024	1,000,000.00	989,200.00	(10,800.00)	998,160.00	8,960.00		7/22/2027	4.89%	\$ 43,837.67	\$ 19,440.46	\$ 32,356.38	874
Treasury	91282CHB0	US Treasury Note	3.63%	2/23/2024	1,175,000.00	1,151,962.92	(23,037.08)	1,168,572.75	16,609.83		5/15/2026	4.56%	\$ 30,892.17	\$ 18,568.45	\$ 35,251.04	441
FHLB	3130AXB31	Gov. Agency Debenture	4.88%	2/27/2024	1,000,000.00	1,003,060.00	3,060.00	1,007,160.00	4,100.00		3/13/2026	4.72%	\$ 27,354.17	\$ 16,052.33	\$ 31,457.39	378
FFCB	3133EP5U8	Gov. Agency Debenture	4.13%	3/28/2024	1,700,000.00	1,687,981.00	(12,019.00)	1,702,499.00	14,518.00		3/20/2029	4.28%	\$ 33,504.17	\$ 18,681.03	\$ 48,292.46	1481
US Treasury	9128285M8	US Treasury Note	3.13%	4/30/2024	1,200,000.00	1,123,832.14	(76,167.86)	1,163,532.00	39,699.86		11/15/2028	4.69%	\$ 20,295.34	\$ 9,066.06	\$ 36,115.63	1356
Cisco Systems	17275RBR2	Corporate Bond	4.85%	5/15/2024	1,000,000.00	999,130.00	(870.00)	1,013,530.00	14,400.00		1/26/2029	4.87%	\$ 37,856.94	\$ 6,135.64	\$ 32,412.17	1428
Home Depot	437076CW0	Corporate Bond	4.90%	5/17/2024	1,000,000.00	1,001,790.00	1,790.00	1,016,950.00	15,160.00		4/15/2029	4.86%	\$ 20,144.44	\$ 5,862.95	\$ 32,379.46	1507
Treasury	91282CJR3	US Treasury Note	3.75%	5/31/2024	1,200,000.00	1,154,629.02	(45,370.98)	1,188,420.00	33,790.98		12/31/2028	4.68%	\$ 26,208.79	\$ 4,511.24	\$ 36,541.08	1402
American Honda	02665WEY3	Corporate Bond	4.95%	6/27/2024	1,000,000.00	995,640.00	(4,360.00)	1,003,450.00	7,810.00		1/9/2026	5.25%	\$ 26,537.50	\$ 430.16	\$ 34,843.35	315
FHLB	3130B1BT3	Gov. Agency Debenture	4.88%	7/2/2024	1,150,000.00	1,150,966.00	966.00	1,160,511.00	9,545.00		6/12/2026	4.82%	\$ 19,310.42	\$ -	\$ 36,688.71	469
Citibank	17325FBK3	Corporate Bond	4.84%	8/15/2024	1,250,000.00	1,263,062.50	13,062.50	1,260,837.50	(2,225.00)		7/6/2029	4.60%	\$ 28,725.62	\$ -	\$ 31,199.11	1589
FNMA	3135G05Y5	Gov. Agency Debenture	0.75%	9/10/2024	1,100,000.00	1,010,724.00	(89,276.00)	1,013,177.00	2,453.00		10/8/2027	3.56%	\$ 641.67	\$ -	\$ 17,459.19	952
US Treasury	91282CFL0	US Treasury Note	3.88%	12/3/2024	1,100,000.00	1,088,144.31	(11,855.69)	1,092,652.00	4,507.69	7,494.51	9/30/2029	4.12%	\$ (7,494.51)	\$ -	\$ 10,745.31	1675
FHLB	3130ATUT2	Gov. Agency Debenture	4.50%	2/12/2025	505,000.00	508,253.21	3,253.21	514,534.40	6,281.19	3,661.25	12/14/2029	4.35%	\$ (3,661.25)	\$ -	\$ 966.69	1750
Subtotal					\$ 51,491,000.00	\$ 49,870,223.42	\$ (1,620,776.58)	\$ 50,991,785.10	\$ 1,121,561.68	\$ 11,155.76						

Town of Los Gatos
Investment Transaction Detail
February 28, 2025

Date	Cusip/Id	Description	Transaction Type	Trade Date	Settlement Date	Par	Coupon	Maturity Date	Price	Principal	Interest	Transaction Total
2/4/2025	Cash-USD	Cash-USD	SHORT TERM INVESTMENT FUND INCOME	2/4/2025	2/4/2025	1,088.46	0.000%		100.00	-	-	1,088.46
2/6/2025	17325FBK3	CITIBANK NA 4.838% 06AUG2029 (CALLABLE 06JUL29)	BOND INTEREST	2/6/2025	2/6/2025	1,250,000.00	4.838%	8/6/2029	-	-	30,237.50	30,237.50
2/12/2025	3130ATUT2	FEDERAL HOME LOAN BANK 4.5% 14DEC2029	PURCHASE	2/10/2025	2/12/2025	505,000.00	4.500%	12/14/2029	100.64	508,253.21	3,661.25	511,914.46
2/12/2025	3137EAEP0	FREDDIE MAC 1.5% 12FEB2025	REDEMPTION	2/12/2025	2/12/2025	1,000,000.00	1.500%	2/12/2025	100.00	1,000,000.00	-	1,000,000.00
2/12/2025	3137EAEP0	FREDDIE MAC 1.5% 12FEB2025	BOND INTEREST	2/12/2025	2/12/2025	1,000,000.00	1.500%	2/12/2025	-	-	7,500.00	7,500.00
2/18/2025	912810FE3	USA TREASURY 5.5% 15AUG2028	BOND INTEREST	2/15/2025	2/15/2025	1,200,000.00	5.500%	8/15/2028	-	-	33,000.00	33,000.00
2/24/2025	3133EPBM6	FEDERAL FARM CREDIT BANK 4.125% 23AUG2027	BOND INTEREST	2/23/2025	2/23/2025	600,000.00	4.125%	8/23/2027	-	-	12,375.00	12,375.00
2/24/2025	713448DF2	PEPSICO INC 2.85% 24FEB2026 (CALLABLE 24NOV25)	BOND INTEREST	2/24/2025	2/24/2025	1,000,000.00	2.850%	2/24/2026	-	-	14,250.00	14,250.00
2/25/2025	3135G05X7	FANNIE MAE 0.375% 25AUG2025	BOND INTEREST	2/25/2025	2/25/2025	1,200,000.00	0.375%	8/25/2025	-	-	2,250.00	2,250.00
2/26/2025	17275RBR2	CISCO SYSTEMS INC 4.85% 26FEB2029 (CALLABLE 26JAN29)	BOND INTEREST	2/26/2025	2/26/2025	1,000,000.00	4.850%	2/26/2029	-	-	24,250.00	24,250.00

Town of Los Gatos

Insight ESG Ratings as of February 28, 2025

Security Description	Maturity Date	Par/Shares	S&P Rating	Moody Rating	Insight ESG Rating	Environment	Social	Governance
AMERICAN HONDA FINANCE 4.95% 09JAN2026	1/9/2026	\$ 1,000,000	A-	A3	3	3	3	3
PEPSICO INC 2.85% 24FEB2026 (CALLABLE 24NOV25)	2/24/2026	\$ 1,000,000	A+	A1	2	2	3	3
HOME DEPOT INC. 3% 01APR2026 (CALLABLE 01JAN2026)	46113	\$ 1,000,000	A	A2	3	3	3	3
JPMORGAN CHASE & CO 3.2 15JUN2026 (CALLABLE 15MAR26)	46188	\$ 500,000	A	A1	3	2	3	4
APPLE INC. 2.9% 12SEP2027 (CALLABLE 12JUN27)	9/12/2027	\$ 1,300,000	AA+	Aaa	5	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	2	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	2	3	4
CISCO INC. 4.85% 26FEB2029 (CALLABLE 26JAN2029)	2/26/2029	\$ 1,000,000	AA-	A1	3	1	4	3
HOME DEPOT INC. 4.9% 15APR2029 (CALLABLE 15MAR2029)	47223	\$ 1,000,000	A	A2	3	3	3	3
CITIBANK 4.838% 06AUG2029 (CALLABLE 06JUL2029)	8/6/2029	\$ 1,250,000	A+	Aa3	3	1	3	3
Total/Average		\$ 14,150,000			3.1	2.1	3.2	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. 4.

Fund Number	Fund Description	Prior Year Carryforward 7/1/2024*	Increase/ (Decrease) July - January	February 2025				Estimated Fund Balance 2/28/2025*
				Current Revenue	Current Expenditure	Transfer In	Transfer Out	
111	GENERAL FUND							
	Non-Spendable:							
	Loans Receivable	159,000	-	-	-	-	-	159,000
	Restricted Fund Balances:							
	Pension	2,188,659	-	-	-	-	-	2,188,659
	Land Held for Resale	344,338	-	-	-	-	-	344,338
	Committed Fund Balances:							
	Budget Stabilization	6,736,781	-	-	-	-	-	6,736,781
	Catastrophic	6,736,781	-	-	-	-	-	6,736,781
	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	8,651,059	-	-	-	-	-	8,651,059
	Carryover Encumbrances	85,861	-	-	-	-	-	85,861
	Compensated Absences	1,555,478	-	-	-	-	-	1,555,478
	ERAF Risk Reserve	1,430,054	-	-	-	-	-	1,430,054
	Market Fluctuations	1,712,246	-	-	-	-	-	1,712,246
	Council Priorities - Economic Recovery	20,684	-	-	-	-	-	20,684
	Unassigned Fund Balances:							
	Other Unassigned Fund Balance Reserve (Pre YE distribution)	-	43,994	3,475,582	(3,250,075)	-	-	269,501
	General Fund Total	31,062,075	43,994	3,475,582	(3,250,075)	-	-	31,331,576

* Interfund transfers and Council Priorities/Economic Recovery funding allocation to be performed as part of the fiscal year end closing entries.

Fund Schedule

ITEM NO. 4.

Fund Number	Fund Description	Prior Year Carryforward 7/1/2024*	Increase/ (Decrease) July - January	February 2025				Estimated Fund Balance 2/28/2025*
				Current Revenue	Current Expenditure	Transfer In	Transfer Out	
	SPECIAL REVENUE							
211/212	CDBG	166,653	-	-	-	-	-	166,653
222	Urban Runoff (NPDES)	754,134	(82,271)	13,641	(15,709)	-	-	669,795
231-236	Landscape & Lighting Districts	182,625	4,680	-	(209)	-	-	187,096
251	Los Gatos Theatre	171,035	125,412	58,647	(976)	-	-	354,118
711-716	Library Trusts	556,849	38,711	-	(1,617)	-	-	593,943
	Special Revenue Total	1,831,296	86,532	72,288	(18,511)	-	-	1,971,605
	CAPITAL PROJECTS							
411	GFAR - General Fund Appropriated Reserve	20,253,300	(1,958,318)	73,486	(765,237)	-	-	17,603,231
412	Community Center Development	866,281	-	-	-	-	-	866,281
421	Grant Funded Projects	(2,563,503)	(167,344)	191,205	(775,899)	-	-	(3,315,541)
461-463	Storm Basin Projects	3,531,248	(111,877)	5,174	(89,642)	-	-	3,334,903
471	Traffic Mitigation Projects	509,491	-	-	-	-	-	509,491
472	Utility Undergrounding Projects	3,584,251	11,594	-	-	-	-	3,595,845
481	Gas Tax Projects	1,928,167	(719,777)	154,644	-	-	-	1,363,034
	Capital Projects Total	28,109,235	(2,945,722)	424,509	(1,630,778)	-	-	23,957,244
	INTERNAL SERVICE FUNDS							
611	Town General Liability	177,876	(695,333)	-	(654)	-	-	(518,111)
612	Workers Compensation	586,246	(61,138)	12,285	(9,334)	-	-	528,059
621	Information Technology	2,523,347	(235,655)	5,425	(21,185)	-	-	2,271,932
631	Vehicle & Equipment Replacement	3,286,552	162,729	-	(91,168)	-	-	3,358,113
633	Facility Maintenance	960,526	38,581	2,282	(117,974)	-	-	883,415
	Internal Service Funds Total	7,534,547	(790,816)	19,992	(240,315)	-	-	6,523,408
	Trust/Agency							
942	RDA Successor Agency	(4,632,040)	(1,708,525)	-	(118)	-	-	(6,340,683)
	Trust/Agency Fund Total	(4,632,040)	(1,708,525)	-	(118)	-	-	(6,340,683)
	Total Town	63,905,113	(5,314,537)	3,992,371	(5,139,797)	-	-	57,443,150

* Interfund transfers and Council Priorities/Economic Recovery 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 \$473,848.98
 111-23521 BMP Housing deposit account balance \$4,039,055.78



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 04/15/2025

ITEM NO. 5.

ITEM NO: 5

DATE: April 10, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Adopt a Resolution Describing Improvements and Directing the Preparation of the Town Engineer's Report for Fiscal Year 2025/26 for Landscape and Lighting Assessment Districts No. 1 and 2

RECOMMENDATION:

Adopt a Resolution (Attachment 1) describing improvements and directing the preparation of the Town Engineer's report for Fiscal Year 2025/26 for Landscape and Lighting Assessment Districts No. 1 and 2.

FISCAL IMPACT:

The Town's Landscape and Lighting Assessment Districts do not impact the Town's General Fund. The impact of any proposed changes to District budgets on the assessments of individual property owners will be provided in the Engineer's Report.

STRATEGIC PRIORITIES:

The Landscape and Lighting Districts pertain to the Town Council's Priority of **Fiscal Stability**. Specifically, property owners are assessed for the specific benefit they derive from open space and public space near their residence, reducing the General Fund burden for these services.

BACKGROUND:

The California Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500-22679) (Act) allows local government agencies to form assessment districts for the purpose of financing the costs and expenses for landscaping and lighting public areas.

PREPARED BY: Meredith Johnston
Administrative Technician

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

PAGE 2 OF 3

SUBJECT: Resolution to Direct Preparation of Fiscal Year 2025/26 for Landscape and Lighting Assessment Districts No. 1 and 2 Engineering Report

DATE: April 10, 2025

In the early 1990s, the Town established two Landscape and Lighting Districts (Districts) comprised of six zones, five of which are in District No. 1 and one in District No. 2. Diagrams of the six zones are included in this report (Attachments 2.1-2.6). Property owners in each District pay an annual assessment on their property tax bill for the maintenance of common area landscaping or lighting.

The majority of the landscape and lighting services within the Districts are provided by a contractor retained and managed directly by the Town on behalf of the property owners, with some maintenance services also provided by Town staff.

Each year, the Town Council levies the assessments and reconfirms the Districts by a series of Resolutions and a Public Hearing. The process, which is set by the Act, includes the following steps with the proposed dates when the steps are planned.

1. Council considers the adoption of a Resolution entitled Describing Improvements and Directing the Preparation of the Engineer's Report for FY 2025/26 – April 15, 2025.
2. Council considers the adoption of Resolutions Approving the 2025/26 Engineer's Report, stating the Intention to Levy and Collect Assessments, and Setting a Public Hearing to Consider the Proposed Assessments – May 6, 2025.
3. Council conducts the public hearing and then considers the adoption of a Resolution Confirming the Assessment Diagrams and Levying and Authorizing the Collection of Assessments for FY 2025/26 – June 3, 2025.

Provisions of SB 919 (the Proposition 218 Omnibus Implementation Act) adopted by the California State Legislature in 1997 (Chapter 38, Stats. 1997) are implemented during the renewal process. Proposition 218 becomes applicable only when increases in the current assessment rates are contemplated, due primarily to rising maintenance costs and increases in the costs of water and power. If that were to take place, the above noted process would be modified by introducing a mail-in balloting procedure for each zone that begins after the items in Step 2 are approved by Council and concludes at the close of the public hearing.

At the conclusion of Step 3, staff transmits the assessment amounts to the County Assessor which appears as a separate item on the property tax bill for each parcel.

Upon fulfillment of these requirements, the Town must submit the Resolution confirming the assessments to the County of Santa Clara for inclusion on the Fiscal Year 2025/26 property tax roll.

PAGE 3 OF 3

SUBJECT: Resolution to Direct Preparation of Fiscal Year 2025/26 for Landscape and Lighting Assessment Districts No. 1 and 2 Engineering Report

DATE: April 10, 2025

DISCUSSION:

The first step in the statutorily prescribed process contained in the Act requires that the Town adopt a Resolution describing any proposed new improvements or any substantial changes in the existing improvements and ordering the preparation and filing of an Engineer's Report. The subject Assessment Districts provide funding to cover expenses related to public landscaping within the defined boundaries of the separate Assessment Districts.

No new improvements or substantial changes in existing are proposed for any Assessment District for Fiscal Year 2025/26.

Streets & Highways Code Section 22622 states, *"The legislative body shall adopt a resolution which shall generally describe any proposed new improvements or any substantial changes in existing improvements and order the engineer to prepare and to file a report in accordance with Article 4 (commencing with Section 22565)."* The attached Resolution describes the improvements (services) to be provided to the districts and directs the preparation of the Engineer's Report.

CONCLUSION:

Staff recommends that the Town Council adopt a Resolution describing improvements and directing the preparation of the Town Engineer's report for Fiscal Year 2025/26 for Landscape and Lighting Assessment Districts No. 1 and 2 in compliance with California Streets and Highway Code, Section 22622.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under the California Environmental Quality Act, and no further action is required.

Attachments:

1. Resolution Describing Improvements and Directing Preparation of Engineer's Report for Fiscal Year 2025/26 with Exhibit A
2. Diagrams of Benefit Zones for Landscape and Lighting Districts No. 1 and 2 (labeled as Attachments 2.1 through 2.6)

DRAFT RESOLUTION**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
DESCRIBING IMPROVEMENTS AND DIRECTING PREPARATION OF ENGINEER'S
REPORT FOR FISCAL YEAR 2025/26 TOWN OF LOS GATOS LANDSCAPE AND
LIGHTING ASSESSMENT DISTRICTS NO. 1 AND 2**

WHEREAS, the Town Council did, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code of the State of California, conduct proceedings for the formation of the Town of Los Gatos Landscaping and Lighting Assessment Districts No. 1 and 2; and

WHEREAS, the public interest, convenience and necessity require, and it is the intention of said Council to undertake proceedings for the levy and collection of assessments upon the several lots or parcels of land in said Districts, for the construction or installation of improvements, including the maintenance or servicing, or both, thereof, for the fiscal year 2025/26; and

WHEREAS, the improvements to be constructed or installed, including the maintenance or servicing, or both, thereof, are more particularly described in (Exhibit A) hereto attached and by reference incorporated herein; and

WHEREAS, the costs and expenses of said improvements, including the maintenance or servicing, or both, thereof, are to be made chargeable upon said Districts, the exterior boundaries of which Districts are the composite and consolidated area as more particularly shown on a map thereof on file in the Clerk Department of the Town of Los Gatos to which reference is hereby made for further particulars. Said map indicates, by a boundary line, the extent of the territory included in said Districts and of any zone thereof and shall govern for all details as to the extent of the assessment districts; and

NOW, THEREFORE, BE IT RESOLVED: The Engineer of said Town is hereby directed to prepare and file with said Town Clerk a report, in writing, referring to the assessment districts by their distinctive designations, specifying the fiscal year to which the report applies, and, with respect to that year, presenting the following:

- a. Plans and specification of the existing improvements and for proposed new improvements, if any, to be made within the assessment districts or within any zones thereof;
- b. An estimate of the costs of said proposed new improvements, if any, to be made, the costs of maintenance or servicing, or both, thereof, and of any existing improvements, together with the incidental expenses in connection therewith;
- c. A diagram showing the exterior boundaries of the assessment districts and of any zones within said districts and the lines and dimensions of each lot or parcel of land within the districts as such lot or parcel of land is shown on the County Assessor's map for the fiscal year to which the report applies, each of which lots or parcels of land shall be identified by a distinctive number or letter on said diagram; and
- d. A proposed assessment of the total amount of the estimated costs and expenses of the proposed new improvements, including the maintenance or servicing, or both, thereof, and of any existing improvements upon the several lots or parcels of land in said districts in proportion to the estimated particular and distinct benefits to be received by each of such lots or parcels of land, respectively, from said improvements, including the maintenance or servicing, or both, thereof, and of the expenses incidental thereto.

NOW, THEREFORE, BE IT FURTHER RESOLVED: The Office of the Engineer of said Town is hereby designated as the office to answer inquiries regarding any protest proceedings to be had herein and may be contacted during regular office hours at 41 Miles Avenue, Los Gatos, California 95030 or by calling (408) 399-5770.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 15th day of April 2025 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

**DESCRIPTION OF IMPROVEMENTS
TOWN OF LOS GATOS
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1**

1. General Description of Improvements:

The design, construction or installation, including the maintenance or servicing, or both, thereof, of landscaping, including trees, shrubs, grass or other ornamental vegetation, statuary, fountains or other ornamental structures and facilities, and public lighting facilities for the lighting of any public places, ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments and appurtenances, including the cost of repair, removal or replacement of all or any part thereof; providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; electric current or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; and the operation of any fountains or the maintenance of any other improvements.

2. Specific Descriptions of Improvements:

Blackwell Drive Benefit Zone - Maintenance of the landscaping in the median island on Blackwell Drive constructed as a part of the public improvements required of Tract No. 8306, and maintenance of the street lights installed along Blackwell Drive and National Avenue installed as a part of the public improvements required of Tract No. 8306.

Hillbrook Benefit Zone - The maintenance of trees, landscaping, irrigation systems, hardscape and fences as currently exist on APN 523-11-028, located at the southeast corner of Blossom Hill Road and Hillbrook Drive.

Kennedy Meadows Benefit Zone - The maintenance of trees, landscaping, irrigation systems, trail and street lights within the open space areas (Parcels A and B) and along Kennedy Court and Forrester Court, installed as a part of the public improvements required of Tract No. 8612, and the implementation of mitigation and enhancement measures within the riparian and wetlands areas of said Tract described in the report prepared by H.T. Harvey Associates, dated November 11, 1994.

Santa Rosa Heights Benefit Zone - The maintenance of trees, landscaping, trails and retaining walls constructed as a part of the public improvements required of Tract No. 8400.

Vasona Heights Benefit Zone - The maintenance of trees, landscaping, irrigation systems, trails, emergency access roads and retaining walls within the open space areas required as a part of the public improvements required of Tract No. 8280.

**DESCRIPTION OF IMPROVEMENTS
TOWN OF LOS GATOS
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2**

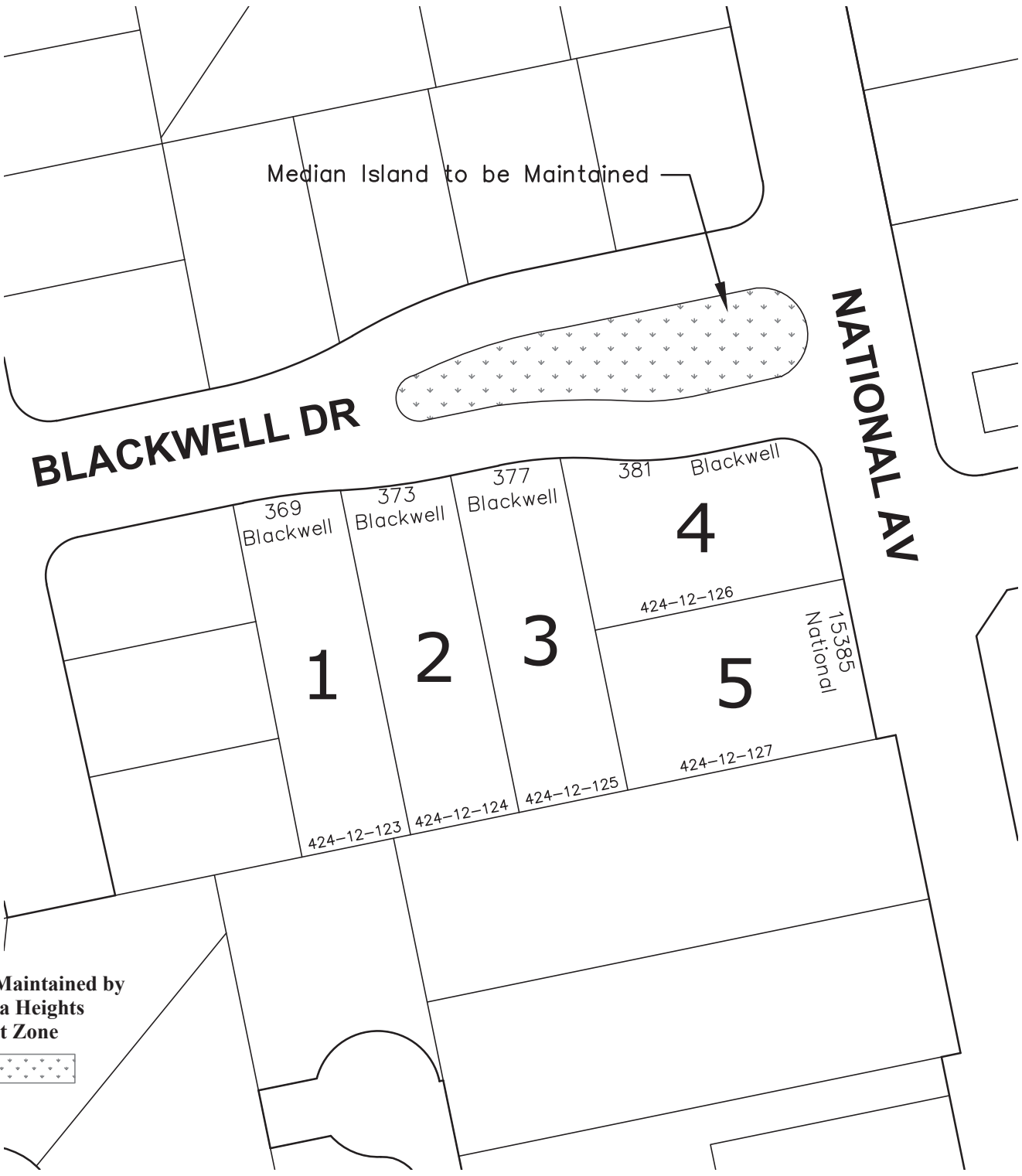
1. General Description of Improvements:

The design, construction or installation, including the maintenance or servicing, or both, thereof, of landscaping, including trees, shrubs, grass or other ornamental vegetation, statuary, fountains or other ornamental structures and facilities, and public lighting facilities for the lighting of any public places, ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments and appurtenances, including the cost of repair, removal or replacement of all or any part thereof; providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; electric current or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; and the operation of any fountains or the maintenance of any other improvements.

2. Specific Description of Improvements:

Gemini Court Benefit Zone - The maintenance of trees, landscaping, irrigation systems, lighting, sound walls, and fences installed as a part of the public improvements required of Tract No. 8439.

PART "D"
Assessment Diagram



Area Maintained by
Vasona Heights
Benefit Zone



Not To Scale

Blackwell Drive Benefit Zone
Landscaping & Lighting Assessment District No. 1

PART "A"

Existing Improvements to be Maintained

BLOSSOM HILL RD

HILLBROOK
SIGN

HILLBROOK DR

EX.
OAK

523-11-028

LAWN

EX.
OAK

EX. SHRUBS

EX. SHRUBS



Not To Scale

Hillbrook Benefit Zone

Landscaping & Lighting Assessment District No. 1

PART "D" Assessment Diagram



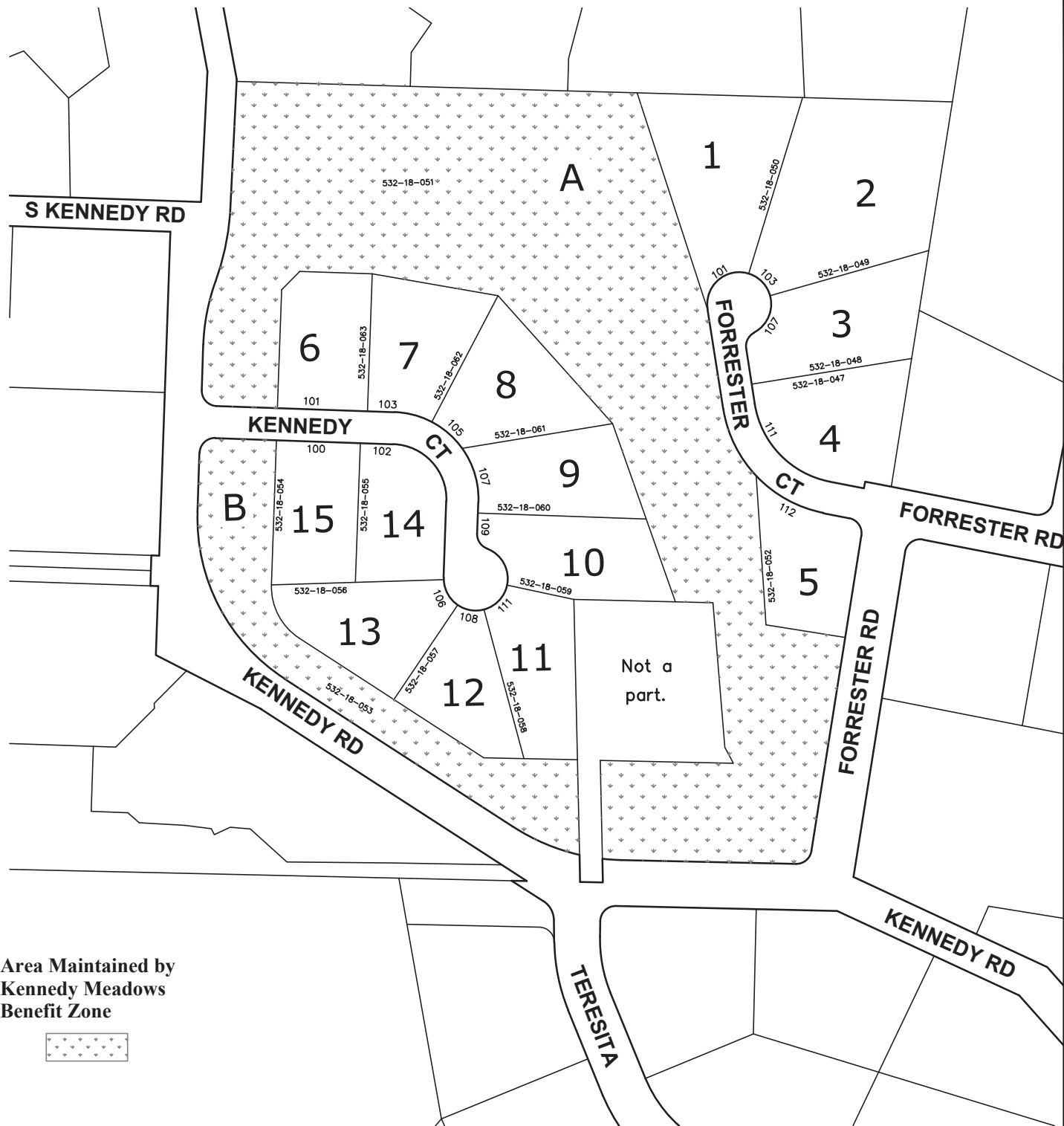
Area Maintained by
Hillbrook Benefit
Zone



Not To Scale

Hillbrook Benefit Zone Landscaping & Lighting Assessment District No. 1

PART "D"
Assessment Diagram



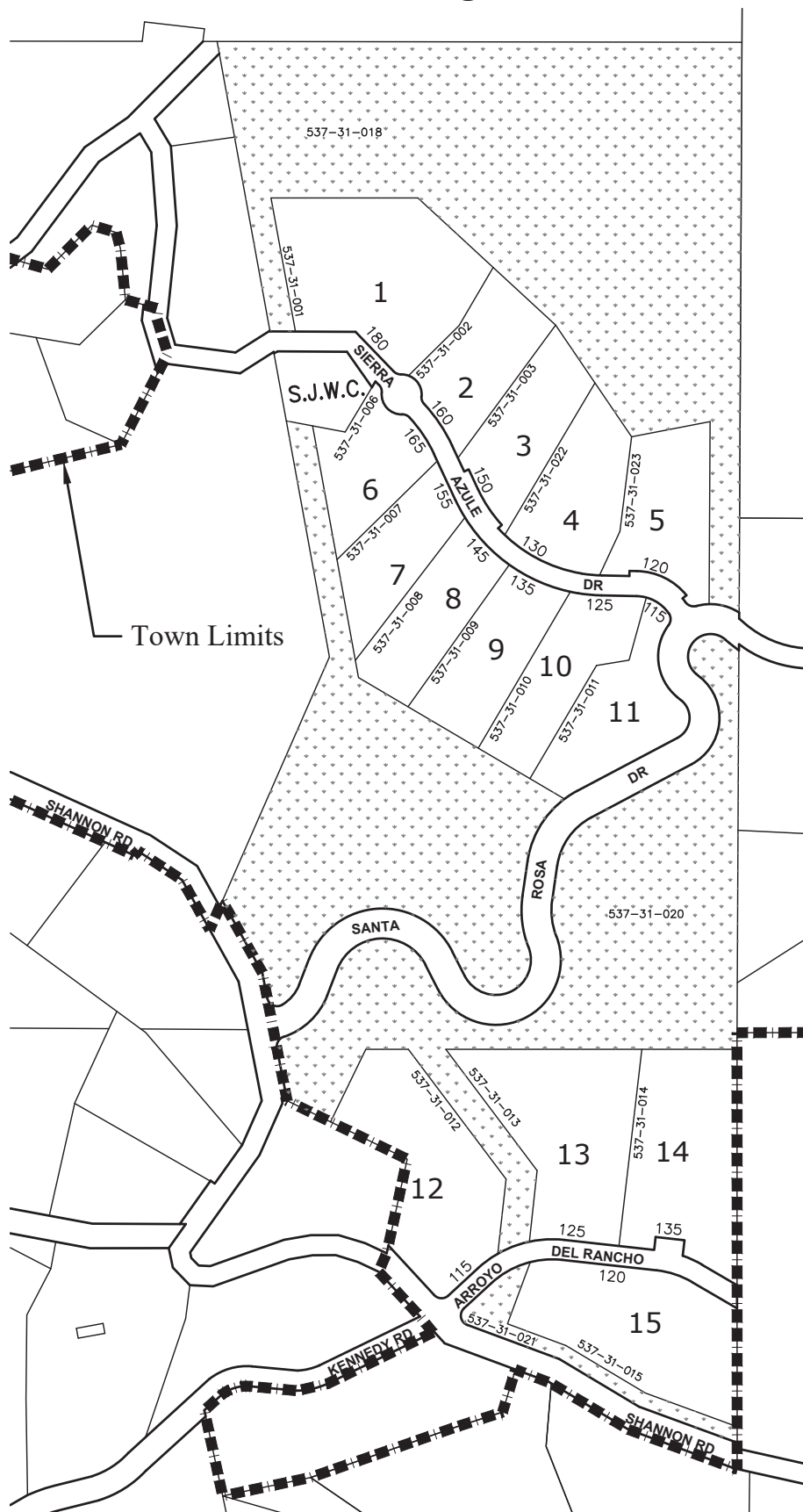
Area Maintained by
Kennedy Meadows
Benefit Zone



Not To Scale

Kennedy Meadows Benefit Zone
Landscaping & Lighting Assessment District No. 1

PART "D" Assessment Diagram



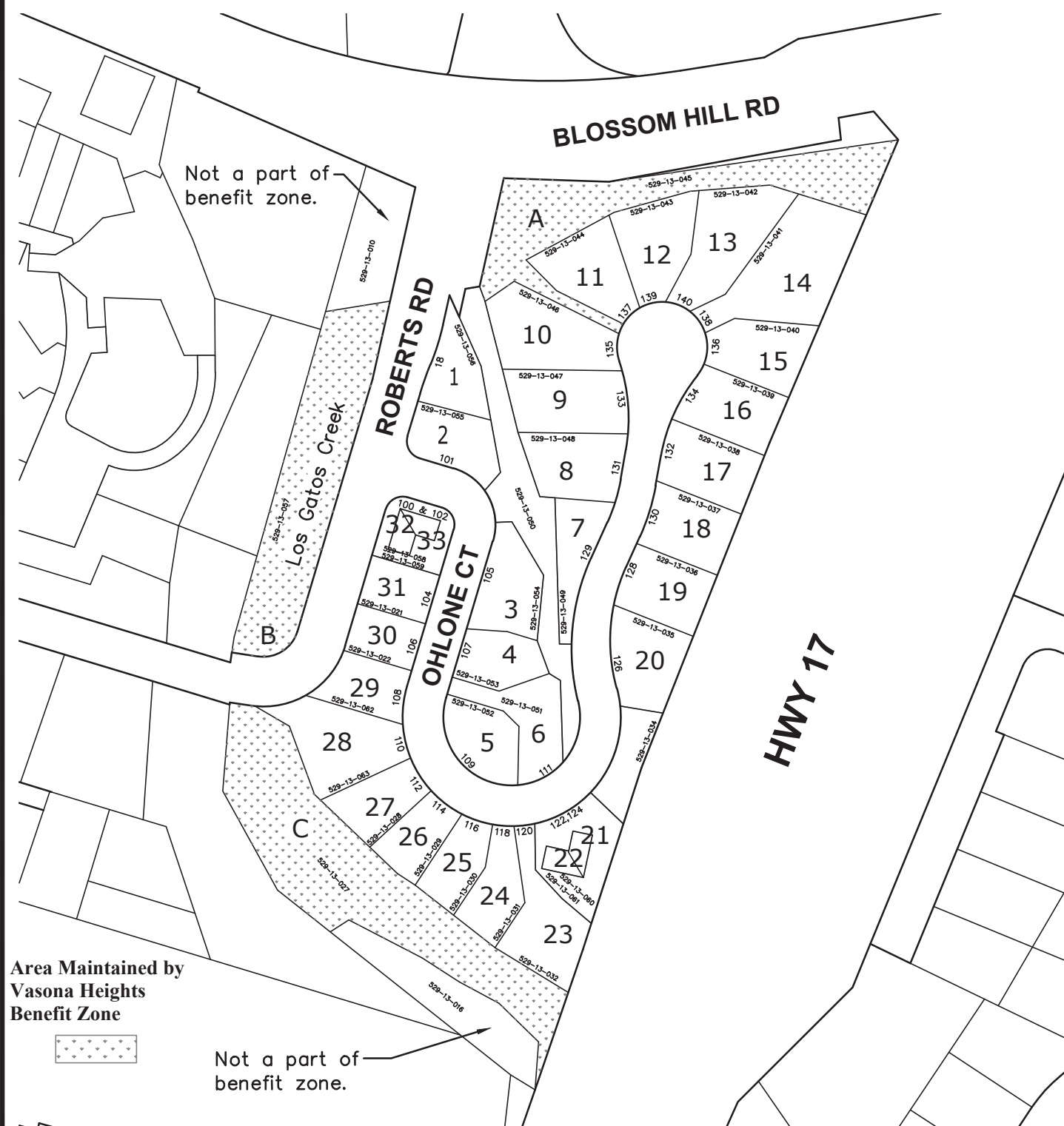
Area Maintained by
Santa Rosa Heights
Benefit Zone



Not To Scale

Santa Rosa Heights Benefit Zone **Landscaping & Lighting Assessment District No. 1**

PART "D"
Assessment Diagram



Area Maintained by
Vasona Heights
Benefit Zone



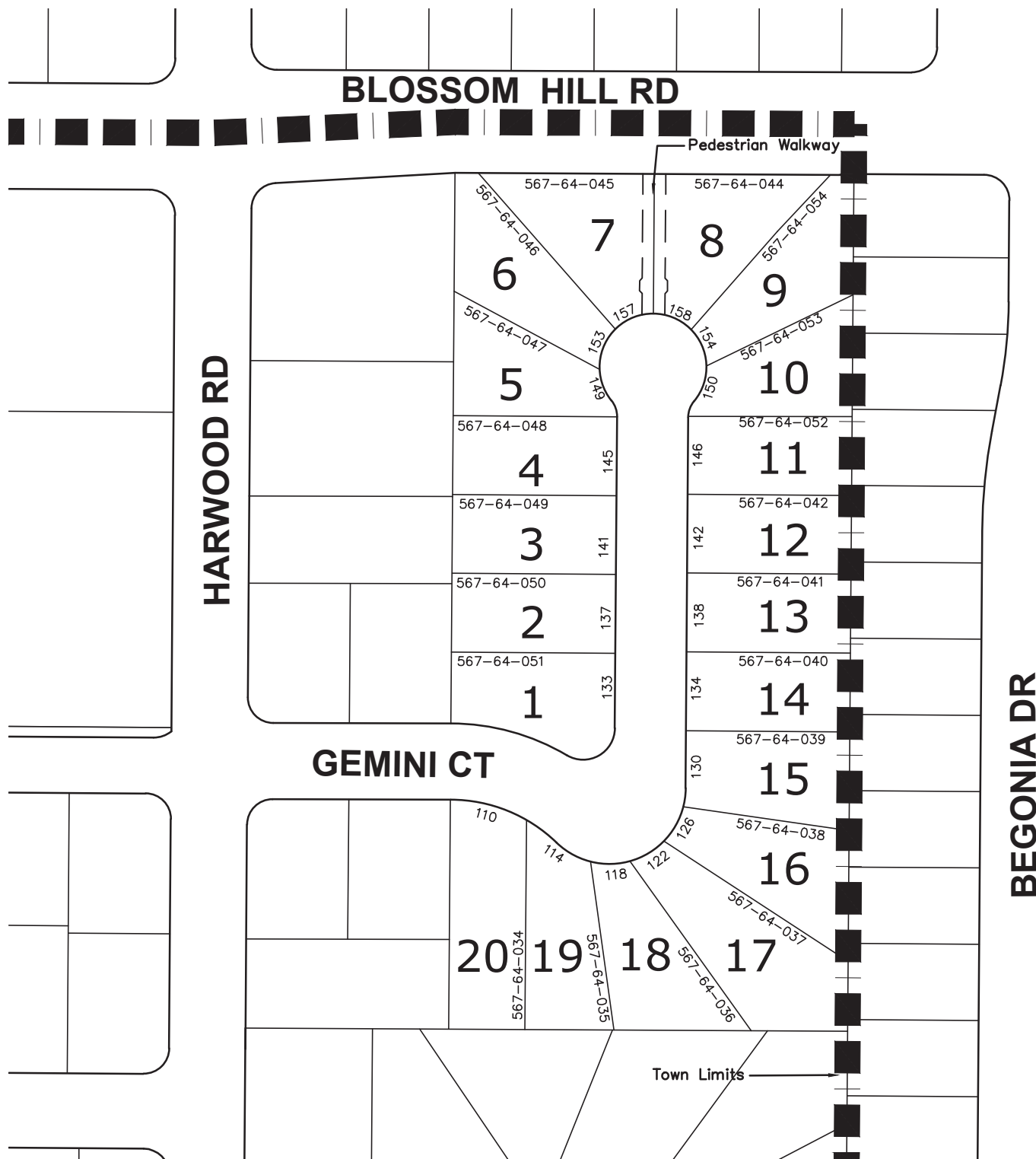
Not a part of
benefit zone.



Not To Scale

Vasona Heights Benefit Zone
Landscaping & Lighting Assessment District No. 1

PART "D"
Assessment Diagram



Not To Scale

Gemini Court Benefit Zone
Landscaping & Lighting Assessment District No. 2



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 04/15/2025

ITEM NO. 6.

ITEM NO: 6

DATE: April 10, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Authorize the Town Manager to Execute a Fourth Amendment to the Consultant Services Agreement with Disability Access Consultants, LLC, Extending the Term and Increasing Compensation by \$50,000 for a Total Not-to-Exceed Amount of \$270,000, and Authorize an Expenditure Budget Transfer of \$50,000 from Project 411-813-9921 (Curb, Gutter, and Sidewalk Maintenance)

RECOMMENDATION:

Approve the Following Actions:

- a. Authorize the Town Manager to Execute a Fourth Amendment to the Agreement for Consultant Services with Disability Access Consultants, LLC, for the Annual ADA Compliance Work Project (CIP No. 812-2013), to extend the term and to increase the compensation in an Amount of \$50,000, for a Total Agreement Not to Exceed \$270,000 (Attachment 1); and
- b. Authorize An Expenditure Budget Transfer in the Amount of \$50,000 from Project 411-813-9921 Curb, Gutter, and Sidewalk Maintenance.

FISCAL IMPACT:

Staff recommends that the Town Council authorize the transfer of available funds from Project 411-813-9921 Curb, Gutter, and Sidewalk Maintenance to Project 411-821-2013 Annual ADA Compliance Work in the amount of \$50,000.

PREPARED BY: Gary Heap
Town Engineer

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

SUBJECT: Authorize the Town Manager to Execute a Fourth Amendment to the Agreement for Consultant Services with Disability Access Consultants, LLC

DATE: April 10, 2025

ANNUAL ADA COMPLIANCE WORK CIP No. 821-2013 and CIP No. 812-0129		
	Budget	Costs
GFAR	\$268,020	
GFAR transfer from Project 813-9921 (current staff report)	\$50,000	
Total Budget	\$318,020	
		Costs
Disability Access Consultants, LLC Agreement* Including Encumbrance		\$220,000
Disability Access Consultants, LLC Agreement* (current staff report)		\$50,000
Total Costs		\$270,000
Available Balance		\$48,020
* This agreement was initially authorized and partially expended in project 812-0129 ADA Transition Plan. At the end of FY 2023-24, Project 812-0129 closed and the remainder of the contract was consolidated into Project 821-2013 Annual ADA Compliance Work.		

BACKGROUND:

The federal statute on *Nondiscrimination on the Basis of Disability in State and Local Government Services* (28 CFR § 35.150 – Existing Facilities) requires a public entity that employs 50 or more persons to develop a transition plan setting forth the steps necessary to achieve program accessibility and reasonable modifications to eliminate barriers for persons with disabilities. In addition, Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against people with disabilities in programs that receive federal financial assistance.

The Town's previous ADA Transition Plan (the 1993 Plan) was adopted by the Town Council in 1993, identified improvements needed for accessibility compliance and prioritized them to occur over a three-year time frame. After the adoption of the 1993 Plan, the Town constructed numerous projects and infrastructure to address the ADA requirements identified. However, ADA standards are ever evolving at the federal and state levels with broader rulings and regulation requirements.

On April 5, 2021, the Town entered into an agreement with Disability Access Consultants (DAC) to develop an updated Americans with Disabilities Act (ADA) Transition Plan (the 2023 Transition Plan). The legally required 2023 Transition Plan identifies required improvements to the Town's programs, services, activities, and assets to achieve compliance with the ADA. The 2023 Plan was completed in spring 2023. The original agreement was for \$130,000 with the term ending December 31, 2022.

Amendment 1 to the agreement, approved by the Town Council on April 5, 2022, extended the term through December 31, 2023, and increased the compensation by \$40,000 for a total contract amount of \$170,000. The additional services included evaluation of the Town-owned rights-of-way (e.g., sidewalks, curb ramps, etc.) and on-call services related to implementing the

PAGE 3 OF 4

SUBJECT: Authorize the Town Manager to Execute a Fourth Amendment to the Agreement for Consultant Services with Disability Access Consultants, LLC

DATE: April 10, 2025

Transition Plan. Compliance with the Americans with Disabilities Act and implementation of the 2023 Transition Plan is an ongoing process that staff consistently endeavors to undertake. Staff has continued to implement the Plan as needs arise and capital projects are implemented.

Amendment 2 to the agreement, approved by the Town Council on December 19, 2023, extended the term through December 31, 2024, and increased the compensation by \$50,000 for a total contract amount of \$220,000. The additional services included continued support in the implementation of the Transition Plan for townwide programs, policies, and procedures, Town-owned rights-of-way, Facilities, and Town Parks.

Amendment 3 to the agreement, approved by the Town Council on December 3, 2024, extended the term through June 30, 2025, but did not increase the budget due to project carry-over funds available. The total contract amount after this third amendment remained at \$220,000. The additional services included continued support in implementation of the Transition Plan for townwide programs, policies, and procedures, Town-owned rights-of-way, Facilities, and Town Parks. Compliance with the Americans with Disabilities Act and implementation of the 2023 Transition Plan continues to be an ongoing process as does DAC's upkeep of the ADA tracking database, DACTrak.

DISCUSSION:

Since the execution of Amendment 3, staff has continued to implement the necessary ADA improvements when possible. Examples of this include the Annual Curb, Gutter, Sidewalk Project (CIP 813-9921) where select sidewalks and curb ramps are replaced annually to comply with ADA standards. In 2025, the Town again plans to contract with a qualified contractor to remove trip hazards on sidewalks around the Town in high pedestrian areas. In completing this work, staff coordinates with DAC to update the database of required improvements and demonstrate compliance with the ADA.

With the requested action, staff is proposing a fourth amendment to extend the duration of the current contract to June 30, 2026, and add funding for services to be provided in Fiscal Year 2025/26. Under this amendment, DAC will continue to assist the Town in the prioritization of future Town programs and projects and provide as-needed consultation services to support the implementation of the 2023 Transition Plan.

CONCLUSION:

The Town Council's authorization of the fourth amendment for the ADA Transition Plan agreement would allow DAC to continue to provide ADA consulting services for future Town programs and projects to implement the 2023 Transition Plan.

PAGE 4 OF 4

SUBJECT: Authorize the Town Manager to Execute a Fourth Amendment to the Agreement
for Consultant Services with Disability Access Consultants, LLC

DATE: April 10, 2025

COORDINATION:

This report was coordinated with the Finance Department.

STRATEGIC PRIORITIES:

Disability Access Consultants' work related to the Town's ADA Compliance Project is related to the core goals of **Quality Public Infrastructure**.

Maintaining public facilities and the public right-of-way in accordance with requirements set forth by the Americans with Disabilities Act (ADA) provides safe and accessible infrastructure for the residents of Los Gatos.

ENVIRONMENTAL ASSESSMENT:

The actions associated with this item are not a project defined under CEQA, and no further action is required.

Attachment:

1. Fourth Amendment – Agreement for Consultant Services - Disability Access Consultants, LLC with Exhibit A (Original Agreement and Previous Amendments) and Exhibit B (Updated Scope of Services)

FOURTH AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This FOURTH AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 15th day of April 2025 and amends that certain THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES dated December 3, 2024, made by and between the Town of Los Gatos, ("TOWN") and Disability Access Consultants, LLC ("CONSULTANT") identified as a Partnership and whose address is 2862 Olive Highway, Suite D, Oroville, CA 95966.

RECITALS

- A. TOWN and CONSULTANT entered into an Agreement for Consultant Services on April 1, 2021, ("Agreement"), and a First Amendment to Agreement for Consultant Services on April 5, 2022, a Second Amendment to Agreement for Consultant Services on December 19, 2023, a Third Amendment to Agreement for Consultant Services on December 3, 2024, 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 work, extend the term, and add to the compensation or the agreement.

AMENDMENT

1. Section 2.1 Scope of Services is amended to add the following:

Consultant shall provide services as described in that certain Proposal dated March 28, 2025, which is hereby incorporated by reference and attached as Exhibit B.

2. Section 2.2 Term and Time of Performance is amended to add the following:

This contract will remain in effect from April 1, 2021, to June 30, 2026.

3. Section 2.6 Compensation is amended to add the following:

Compensation for Consultant's professional services shall be increased by \$50,000 for a total agreement amount not exceed **\$270,000**. 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.

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

Town of Los Gatos, by:

CONSULTANT, by:

Chris Constantin, Town Manager

Tim Mahoney, General Manager

Department Approval:

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Attest:

Gabrielle Whelan, Town Attorney

Wendy Wood, CMC, Town Clerk

THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 3RD day of December 2024 and amends that certain SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES dated December 19, 2023, made by and between the Town of Los Gatos, ("TOWN") and Disability Access Consultants, LLC ("CONSULTANT") identified as a Partnership and whose address is 2862 Olive Highway, Suite D, Oroville, CA 95966.

RECITALS

- A. TOWN and CONSULTANT entered into an Agreement for Consultant Services on April 1, 2021, ("Agreement"), a First Amendment to Agreement for Consultant Services on April 5, 2022, and a Second Amendment to Agreement for Consultant Services on December 19, 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 extend the term of the agreement.

AMENDMENT

- 1. Section 2.2 Term and Time of Performance is amended to read as follows:

This contract shall remain in effect from April 1, 2021, to June 30, 2025.

- 2. 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, by:

Signed by:

Chris Constantin

12/10/2024

Chris Constantin

Town Manager

CONSULTANT, by:

DocuSigned by:

Tim Mahoney

12/5/2024

Tim Mahoney, General Manager

Department Approval:

Signed by:

Nicolle Burnham

12/5/2024

Nicolle Burnham

Director of Parks and Public Works

Approved as to Form:

Signed by:

Gabrielle Whelan

12/9/2024

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

Wendy Wood

12/10/2024

Wendy Wood, CMC, Town Clerk

SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 19th day of December 2023 and amends that certain FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES dated April 5, 2022, made by and between the Town of Los Gatos, ("TOWN") and Disability Access Consultants, LLC ("CONSULTANT") identified as a Partnership and whose address is 2862 Olive Highway, Suite D, Oroville, CA 95966.

RECITALS

- C. TOWN and CONSULTANT entered into an Agreement for Consultant Services on April 1, 2021, ("Agreement"), and a First Amendment to Agreement for Consultant Services on April 5, 2022, copies of which are attached hereto and incorporated by reference as Exhibit A to this Amendment.
- D. TOWN desires to amend the Agreement to increase the scope of work, extend the term, add to the compensation, and add to the minimum scope of insurance of the agreement.

AMENDMENT

- 1. Section 2.1 Scope of Services is amended to read as follows:

Consultant shall provide services as described in that certain Proposal dated November 27, 2023, which is hereby incorporated by reference and attached as Exhibit B.

- 2. Section 2.2 Term and Time of Performance is amended to read as follows:

This contract will remain in effect from April 1, 2021, to December 31, 2024.

- 3. Section 2.6 Compensation is amended to read as follows:

Compensation for Consultant's professional services shall be increased by \$50,000 for a total agreement amount not exceed **\$220,000**. Payment shall be based upon Town approval of each task based on Exhibit B.

- 4. Section 3.1 Minimum Scope of Insurance is amended to read:

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.

- 5. 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, by:

DocuSigned by:

Laurel Prevetti

853FEEA2E839470...

Laurel Prevetti

Town Manager

CONSULTANT, by:

DocuSigned by:

Tim Mahoney

3694BD3D48DC463...

Tim Mahoney, General Manager

Department Approval:

DocuSigned by:

Nicolle Burnham

0E9783134964463...

Nicolle Burnham

Director of Parks and Public Works

Approved as to Form:

DocuSigned by:

Gabrielle Whelan

EFD6735A5534428...

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

Wendy Wood

BF6EBCBE2C214F6...

Wendy Wood, CMC, Town Clerk

**FIRST AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES**

**Americans with Disabilities Act (ADA) Transition Plan Project
CIP No. 812-0129**

This FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 5th day of April 2022 and amends that certain AGREEMENT FOR CONSULTANT SERVICES for the Americans with Disabilities Act (ADA) Transition Plan Project CIP No. 812-0129, dated April 1, 2021, made by and between the Town of Los Gatos, ("TOWN") and Disability Access Consultants, LLC ("CONSULTANT").

RECITALS

- A. TOWN and CONSULTANT entered into an Agreement for Consultant Services on April 26, 2021, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. TOWN desires to amend the Agreement to increase the scope of work and compensation of the agreement
- C. TOWN desires to amend the Agreement to extend the agreement term to December 31, 2023.

AMENDMENT

1. 2.2 Term and Time of Performance is amended to read as follows:

Term and Time of Performance. This contract will remain in effect from April 12, 2021 to **December 31, 2023**. Consultant shall perform the services described in this agreement as follows: (refer to *Exhibit A - Scope of Services*).

2. 2.6 Compensation is amended to read as follows:

Compensation. Compensation for Consultant's professional services shall not exceed **\$170,000** inclusive of all costs as described in *Exhibit B – Additional Services Proposal* dated March 17, 2022. Compensation shall be based upon TOWN approval of each task as outlined in the terms of the *Exhibit A – Scope of Services* and *Exhibit B – Additional Services Proposal*.

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

IN WITNESS WHEREOF, the LOCAL AGENCY and CONSULTANT have executed this Amendment.

Town of Los Gatos, by:

DocuSigned by:
Laurel Prevetti 4/19/2022
853FEFA2EB39470...
Laurel Prevetti
Town Manager

CONSULTANT, by:

DocuSigned by:
Tim Mahoney 4/17/2022
3894BD3D48DC463...
Tim Mahoney
Tim Mahoney - Manag
Name/Title

Recommended by:

DocuSigned by:
Timm Borden 4/17/2022
9AC05166650A487...
Timm Borden
Interim Director of Parks and Public Works

Approved as to Form:

DocuSigned by:
Robert W. Schultz 4/19/2022
2FE0938555B744C...
Robert Schultz, Town Attorney

Attest:

DocuSigned by:
Shelley Neis 4/19/2022
B9666F65B1F34F6...
Shelley Neis, MMC, CPMC, Town Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on April 1, 2021) by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Disability Access Consultants, LLC, ("Consultant"), whose address is 2862 Olive Highway, Suite D, Oroville, CA 95966. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide an ADA Transition Plan.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town on March 8, 2021, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from April 12, 2021 to December 31, 2022. Consultant shall perform the services described in this agreement as follows: (refer to Exhibit A in Scope of Services).
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services

pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$130,000** inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

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

testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

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

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
 - ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
 - iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 Workers' Compensation. In addition to these policies, Consultant 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, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

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

IV. GENERAL TERMS

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

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

Disability Access Consultants, LLC
Attn: Barbara Thorpe
2862 Olive Highway, Suite D
Oroville, CA 95966

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

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect 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 Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

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

Town of Los Gatos by:

Consultant, by:

DocuSigned by:

Laurel Prevetti

4/26/2021

Laurel Prevetti, Town Manager

DocuSigned by:

Tim Mahoney

4/14/2021

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Recommended by:

DocuSigned by:

Matt Morley

4/14/2021

Matt Morley, Director of Parks and Public Works

Timothy J Mahoney, General Manager

Printed Name and Title

Approved as to Form:

DocuSigned by:

Robert W. Schultz

4/24/2021

Robert Schultz, Town Attorney

Attest:

DocuSigned by:

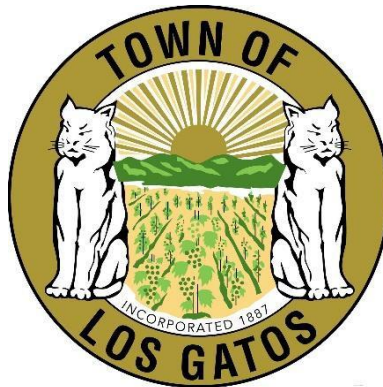
Shelley Neis

4/26/2021

Shelley Neis, MMC, CPMC, Town Clerk

Scope of Services

Americans with Disabilities Act (ADA) Transition Plan Town of Los Gatos (CIP No. 812-0129)



Town of Los Gatos
Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA 95030



EXHIBIT A**PROJECT**

Americans with Disabilities Act (ADA) Transition Plan
CIP No. 812-0129

PROJECT CONTACTS**Town of Los Gatos**

Janice Chin
Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA 95030
jchin@losgatosca.gov
408.395.3460

Disability Access Consultants, LLC (DAC)

Barbara Thorpe, Project Manager
2862 Olive Highway
Suite D
Oroville, CA 95965
bthorpe@dac-corp.com
800.743.7067

SCOPE OF SERVICES

The scope of services includes seven (7) tasks:

- Task A: Project Management and Coordination
- Task B: Self-Evaluation of Town Policies and Standards
- Task C: Self-Evaluation of Town Facilities
- Task D: Self-Evaluation of Town's Key Right-Of-Way Assets and Trails
- Task E: Public Outreach
- Task F: Develop the Transition Plan
- Task G: Additional Activities

PROJECT TASKS, SCHEDULE, TIMELINE, STAFF ALLOCATIONS AND BILLING RATES

The Scope of Services are outlined and described in **Tasks A, B, C, D, E, F and G**.

A project schedule and activities are included in **Table 1: Task, Activities and Timelines**. The project will be completed in seven (7) months or sooner from the notice to proceed.

Tasks, allocated staff and billing rates are included in **Table 2: Tasks, Staff and Billing Rates**.

TASK A: PROJECT MANAGEMENT AND COORDINATION

DAC shall provide the necessary project coordination, administration, management throughout the project.

DAC will organize planning and orientation meetings to be held via teleconference or virtual video conferencing when appropriate.

DAC will conduct an initial project kickoff meeting or virtual conference call with selected Town staff to clarify roles and lines of communication, refine project goals, review the overall project schedule, schedule surveys of Town facilities and identify key Town personnel related to the project scope. DAC will send a draft agenda prior to the initial kickoff meeting to the designated Town contact for review. A suggested list of attendees will be developed in collaboration with DAC and the Town.

Notes will be collected during the initial meeting and adjustments made to the project work plan as indicated by the Town. A formal kickoff meeting will subsequently be scheduled with the confirmed list of attendees with oversight responsibilities for project activities.

The project methodology is designed to develop a comprehensive plan without placing additional activities and impact upon Town staff. The initial orientation meeting will include an assessment of previous compliance activities and areas of current or potential litigation. The review of compliance activities and high priority areas will assist with the development of an overall project plan.

The review and documentation of prior accessibility initiatives will be conducted and documented to build a more defensible plan to assist the Town to defend litigation challenges.

Related documents will be reviewed and may include, but are not limited to the facility master plans, strategic plans and other related documents.

Progress reports will be issued by DAC in accordance with Town requirements. Invoice requirements and frequency of invoices will be confirmed as directed by the Town.

Deliverables: progress reports, meeting notes and recommendations and action plans.

TASK B: SELF-EVALUATION OF TOWN POLICIES AND STANDARDS

DAC will work with designated Town contacts to gain access to the Town's regulations, policies, standards, programs, and activities for evaluation according to ADA standards and California accessibility requirements. The self-evaluation will include factors for eligibility requirements and participation for persons with disabilities, methods for providing accommodations, effective communication and grievance procedures. The self-evaluation results will also include recommendations for acceptable terminology, and updates to policies that may be inadequate or not established.

As the Town's website has a large repository of documents publicly available, DAC will begin with an extensive review of information offered directly on the Town's website pages, within the Los Gatos Town Codes, and in the Town's online "Document Center" catalogue of folders. The review will first determine if the required information is available, and if so, the review will also include suggested updates or modifications to ensure the policy is compliant and inclusive when needed. If specific policies or regulations are not found, DAC will inquire with Town staff to confirm. When necessary, recommendations will be made to establish compliant policies, procedures, statements and notices.

For example, DAC will evaluate Town policies, procedures and related documents including, but not limited to:

- Grievance procedures and tracking
- Service animals
- Accommodation statements and procedures
- Other power-driven mobility devices
- Accessible seating and ticketing
- Emergency procedures
- Policies for use or lease of Town facilities
- Contracted services
- Construction standards, specifications and details
- Lease and facility use agreements
- Eligibility criteria
- Maintenance of accessible features
- Effective communication
- Auxiliary aids and services
- Social media
- New employee and volunteer training
- Planning and budgeting
- Access to programs, services, activities and events

DAC will review the provision of Town programs, services and activities to determine if there are any discriminatory practices that may deny access for persons with disabilities.

DAC will also evaluate if the Town provides required notices and postings, including but not limited to:

- Identification and contact information for the ADA and/or 504 Coordinator

- Notice of rights and statement of nondiscrimination
- Statement of reasonable accommodation on public notices
- Grievance policy and procedure
- Statement of website accessibility

DAC will also review additional available documents that have impacts on accessibility, such as the Town's Master Plan, Fee Schedules, General Plan, other planning documents and annual budget documents.

As part of the requirements for effective communication, DAC will also perform a comprehensive website accessibility review for compliance with Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, which is the current level of accessibility required for Title II public entities. The evaluation will yield results for the following at minimum:

- Accessibility and compliance with WCAG 2.0 AA and Section 508
- Compatibility with all major web browsers, including Chrome, Firefox, Edge and Safari
- Search engine optimization per Google and Bing guidelines
- Broken links and spelling errors in links
- Usability with assistive technology.
- Missing alternative text in graphics and PDF documents
- Small, difficult to read text fonts

References to WCAG evaluation success criteria are included with noncompliant or incompatibility findings.

Deliverables: Executive summary of findings and recommendations for the self-evaluation; accessibility website review

TASK C: SELF-EVALUATION OF TOWN FACILITIES

DAC will survey and assess the Town buildings, facilities, parking areas, parks and open spaces, public rights-of-way to document accessibility barriers. Data and reports will be reviewed by a CASp certified DAC team member prior to being presented to the Town. The CASp designated team member that will coordinate the inspection team during the facility reviews and conduct quality control reviews will be Michael Boga (CASp-152). Candice Pursch will be the designated Team Leader for the collection of data in the field and will coordinate scheduling and monitoring of DAC team members. Weekly, or as-needed, progress updates will be confirmed and scheduled.

As required by the ADA, the 2010 ADA Standards will be compared with state codes (Title 24 of the California Building Code) and the standard that provides the greater level of accessibility utilized. The accessibility compliance standards and regulations will be applied as appropriate and may include the ADA Standards, Title 24 of the California Building Code, Public Rights-of-Way Accessibility Guidelines, California Manual on Uniform Traffic Control Devices, Caltrans Standards and other applicable federal or state accessibility codes. Cost estimates will be provided as available.

As DAC collects actual measurements of as-is field conditions and records all information, data can be reprocessed if codes change without conducting a re-inspection, thus resulting in a significant savings when codes change and the plan needs to be updated.

Reports will be provided to the Town through DACTrak, an online accessibility management program developed by DAC. Assessments and reports will include a high degree of detail with photographs, code references, cost estimates and GIS information for available exterior areas. The DACTrak software provides the user with the capability to generate reports in multiple formats such as photo and progress reports, summary and chart reports, and compliant items reports. In addition to numerous standard reporting features, DACTrak also offers the user the capability of generating custom reports. The inclusion of photographs showing the as-is condition has proven to be valuable assistance to clients in the formulation of the decisions regarding barrier removal priorities. Photographs will be taken for each finding and GIS coordinates for public rights-of-way.

The DACTrak software provides an easy-to-use accessibility management platform that exceeds the ability to

manage the plan by hard copies and binders. Use of the DACTrak software will provide the Town with an additional tool to reprioritize items depending upon the unique and ongoing needs of the Town and public comments during the public input process.

Deliverables: Facility inspections incorporated into DACTrak. DACTrak training will be provided to designated Town staff.

TASK D: SELF-EVALUATION OF TOWN'S KEY RIGHT-OF-WAY ASSETS AND TRAILS

DAC will assess the Town's public trails and selected assets in the Town's public rights-of-way (PROW) for compliance with the ADA and related accessibility standards. DAC will consult with the Town to recommend and determine the areas to be assessed.

DAC uses a comprehensive approach to inspecting accessibility of pedestrian access routes in the public rights-of-way (PROW) and trails. To conduct PROW and trail field assessments, DAC accessibility specialists walk sidewalks and trails to record manual measurements, take photographs and capture GIS coordinates (as applicable for exterior measurements) of the field conditions and enter the information into our DACTrak tablet in the field. Information captured in the field will be uploaded into the DACTrak accessibility management system.

The field survey teams are supervised by a qualified Certified Access Specialist (CASP). Data and reports are also reviewed by a CASp certified team member prior to being presented to the Town.

A facility report for each PROW area and trail surveyed will include detailed areas of deficiency in addition to corrective recommendations and cost estimates. The reports will be presented through DACTrak in an initial priority sort order that can be customized for implementation by the Town. The assessment will include cost estimates to correct deficiencies in accordance with the ADA, Title 24 of the California Building Code, Public Rights of Way Accessibility Guidelines, California Manual on Uniform Traffic Control Devices, or other applicable federal or state accessibility codes such as Outdoor Developed Recreational Standards.

General areas of the PROW inspections for pedestrian routes include but are not limited to the following areas: sidewalks, curb ramps, intersections, crosswalks, street furniture, bus stops and shelters, on-street parking and related items in the pedestrian access route. The following items are included:

- Sidewalks
 - Sidewalk starting and ending points and length
 - GIS location and street markers
 - Width
 - Running and cross slope
 - Changes in elevation
 - Obstructions-into the path of travel and overhead obstructions
 - Utilities and mailboxes that may interfere with the pedestrian route
 - Gratings
- Curb Ramps
 - Location including GIS
 - Curb ramp type
 - Curb ramp material
 - Ramp run
 - Ramp width
 - Side flares
 - Slope and cross slope
 - Finish
 - Contained in crosswalk
 - Detectable warnings
 - Top & bottom ramp
 - Gutter
 - Changes in elevation to bottom ramp
 - Contains water

- Crosswalks and Mid-block crossings
 - Width
 - Slope
 - Detectable warnings
 - Pedestrian head
- Intersections
 - GIS location and cross streets
 - Pedestrian signal controls and indicators
- Medians and Islands
- Roundabouts
- Trails
- Parks
- Open Space
- Bus stops and shelters
 - Type
 - Length and width
 - Boarding pad-length, width, slope and vertical clearance
 - Accessible route to shelter-slope, cross slope, width
 - Clear floor space-length, width, slope, located in shelter
 - Signage
 - Amenities accessible-trash cans, literature, information
- Benches and Street Furniture

Deliverables: Deliverables: Facility inspections incorporated into DACTrak. DACTrak training will be provided to designated Town staff.

TASK E: PUBLIC OUTREACH

DAC will advise the Town on methods to advertise for public input and solicit input into the transition plan. DAC will lead a process for interested persons, including individuals with disabilities and organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments. The process may include hard copy and online surveys, community workshops, or other outreach methods as appropriate for the Town. Since a public outreach meeting is not required by the ADA, DAC can suggest public outreach activities that will satisfy the opportunities for public input requirements of the ADA and encourage community response, such as online and hard copy surveys. Two (2) virtual meetings for the Town council and two (2) public virtual meetings.

The process of providing opportunity for public input is designed to help ensure that the Town is successful in receiving information that will assist the Town to implement the transition plan, ensuring that the needs of the community are incorporated. Surveys will be developed for the Town to collect input from members of the community and visitors to the Town, area organizations that provide services to residents with disabilities, and from Town staff.

Surveys will be made available in multiple formats including online surveys, fillable PDF, Word documents and hard copies. The methods used for advertising the opportunities for public input will be customized for the Town to ensure that established procedures for collecting public input are followed at a minimum. Methods of advertising may include news banners on the Town's website, posts on the Town's social media accounts, an advertisement place in a local newspaper, and hard copies of the public notice displayed in public areas, such as Town Hall, community centers and libraries.

As public input is received, DAC will compile the results and include the comments in the Executive Summary provided to the Town. Input that is appropriate for the provision of programs, services and activities will be integrated into the plan. Public and staff input regarding access to facilities and barriers will assist in the development of the transition plan by assisting with the priorities and schedule for the removal of barriers.

Deliverables: Hard copy and digital surveys, notices, announcements, and a summary of public and staff comments.

TASK F: DEVELOP THE TRANSITION PLAN

Upon completion of the field assessments, DAC will present the transition plan and findings to the Town by providing login access to the DACTrak Accessibility Management software program for Town staff. DACTrak will allow Town users to generate reports in multiple formats, including PDF, Excel, KMZ and ESRI Shapefile. There are no maintenance or storage fees associated with use of the DACTrak software.

The transition plan reports provided through DACTrak will include an initial prioritization, however using the tools in DACTrak, the Town users will have the ability to customize the transition plan implementation schedule and priorities, using multiple options and criteria for mitigating barriers. The tools in DACTrak will allow the Town to create a schedule for repair, that can be adjusted as often as needed.

DACTrak is an online software program that is accessed through a web browser. There are no files or programs to download or install on the Town's computers or servers. DAC performs all maintenance and updates to the software, so there is no burden on the Town's IT staff to provide support to the DACTrak users. All support is provided by DAC.

Using DACTrak, Town staff will have the ability to view and generate multiple styles of reports for all buildings, facilities, parks, trails and public rights-of-way assessed, as well as export reports in several file types, including PDF, Excel, KML and Shapefiles. DACTrak report styles include very detailed reports as well as summary reports by facility or category to help identify and prioritize barriers, establish solutions that may apply to many locations Town-wide to assist with purchasing, and estimate probable costs for corrections.

For reports that contain exterior findings where GIS coordinates can be captured, such as sidewalks and curb ramps, the DACTrak online accessibility management software provides the Town with several ways to view the resulting reports on a map following the processing of the data collected during the field inspections. As DAC collects GIS location information for each element in the public right-of-way, data can be viewed in a map directly in the DACTrak software, as well as exported to popular map file types, including KML for viewing and managing on Google Earth and ESRI Shapefile for viewing and managing with ArcMap or other ESRI program. DACTrak provides users with several map style options and customizations, including maps that simply identify the location of each noncompliant finding, to "heat maps" that identify clusters of noncompliant findings for specific areas with color coded icons that indicate the number of noncompliant findings at a specific location.

When exporting public right-of-way data from DACTrak into a KML or Shapefile from any map style, all information associated with the finding is included, such as the reason the item is not compliant, the recommended method to remove the barrier, state and federal code references applicable to the barrier, a photograph of the item and any notes that are recorded about the element and implementation for the transition plan. Reports for public rights-of-way can also be viewed in PDF and Excel file formats, in addition to KML and ESRI Shapefile.

While the Town may present the completed ADA self-evaluation and transition plan to Town Council as an informational update on the project, it is not required or recommended that the plan be approved or adopted by Council as projected dates of barrier may need to change to align with future projects or Town priorities.

Additionally, since the data in the field is collected using our DACTrak software and exported daily for processing by our DACTrak server engines, the report data is available for editing by our Quality Control team as soon as each facility survey is completed each day. This ensures a very prompt turnaround time for the deliverables to be available to the Town. Since deliverables are provided to Town staff via logins to the DACTrak online software, there is no additional wait time for printing, binding, packaging and shipping hard copies of reports. Project deliverables are available instantly upon logging in to DACTrak. Because of the pre-planning and flexible scheduling for our projects as well as our DACTrak software to collect data and provide reports, we can provide of our clients with deliverables within established project deadlines.

Staff training and support regarding the use of the DACTrak Accessibility Management System is currently included in Task F and Task G at no cost.

The DACTrak software and reports will provide the Town with the remaining three requirements:

- Identification of physical barriers in the Town's surveyed facilities that limit access to its programs or activities for individuals with disabilities;
- Detailed descriptions of the recommended methods and estimated costs to make the facilities accessible. The DACTrak management tools can also be used to identify the responsible party for structural modifications in the case of leased sites;
- The required schedule for removing the barriers is completed in collaboration with the Town. It is reasonable to assume that the Town's schedule of barrier removal will include work to be performed over multiple years, therefore the transition plan should include an estimated annual projection for barrier removal activities. The DACTrak software tools will offer the Town an ongoing method to manage and adjust the implementation plans.

Deliverables: Transition plan of physical barriers with noncompliant findings and recommendations for barrier removal.

TASK G: ADDITIONAL ACTIVITIES

As the Town has noted in the RFQ, additional services (TASK G) may be requested by the Town in addition to Task A, B, C, D, E and F and may include staff training, plan reviews, additional consultation and other activities as requested by the Town and agreed to by DAC.

Training activities for managers, supervisors, administrative staff and support staff may include:

- Roles and Responsibilities of the ADA Coordinator
- ADA Roles and Responsibilities for Front Line Staff
- ADA Roles and Responsibilities for Executive and Management Staff
- Maintenance of Accessible Facilities
- Maintenance of Accessible Public Rights-of-Way
- Using and maintaining the database
- Using and maintaining the project map
- Monitoring and updating the ADA self-evaluation and transition plan;
- Development of internal procedures for granting exemptions for Town projects.

Several of the optional training topics noted that the Town may be included in the scope of services and will be provided at no additional cost. Training at no cost includes:

- Using and maintaining the database – included with the DACTrak training
- Using and maintaining the project map - included with the DACTrak training
- Monitoring and updating the ADA self-evaluation and transition plan is included with DACTrak training

Training Topic	Course Description and Notes	Cost
Accessibility standards and regulations	<ul style="list-style-type: none"> • Requirements for ADA and Section 504 compliance, including programmatic and facility accessibility requirements. • 4-to-6-hour course 	\$1,000
Performing field inspections	<ul style="list-style-type: none"> • Training regarding data collection in the field • Includes classroom and field training. • 2 days depending on staff backgrounds and prior experience 	\$2,400 per day
Procedures for granting exemptions for Town projects	<ul style="list-style-type: none"> • Course would be interactive and include an examination of existing processes and procedures to refine current system and recommend or develop enhanced processes. • 2-to 3-hour course. 	\$500

Deliverables: deliverables may vary depending upon the additional activities selected by the Town. Curriculum and training materials would be included with staff training.

TOWN STAFF TIME

DAC's methodology for the Town's ADA Self-evaluation and Transition Plan is designed to require minimal Town staff time and resources. DAC does not require any office space, equipment or supplies. Based on experience and knowledge of the accessibility field and best practices, DAC continues to develop innovative methodologies, easy to use ADA management tools, and proven, successful strategies for evaluating programs, services, activities, events, facilities, parks and public rights-of-way.

Project Coordination

The methodology for scheduling, coordination of project, policy reviews and the analysis of programs, services and activities will be confirmed at the kickoff and planning meeting with DAC and Town staff. Involvement of Town staff will be needed to review the draft agenda for the initial start-up meeting, recommend any changes and participate in the start-up meeting.

Policies, Procedures, Programs and Services

DAC will need access to the Town's policies, procedures, ordinances, memorandums of understanding, planning and budgeting documents and related items that pertain to the administration of programs, services and activities and may require minimal staff time.

Field Surveys

As is the case with most public entities, due to the limited Town staff availability it is the intent of DAC to conduct the surveys as minimal impact on Town staff as possible. Surveys requiring Town staff assistance, such as secure, locked or alarmed areas, will be coordinated through the Town's designated contacts, and will be scheduled in a way that minimizes the impact to the regular workloads of the applicable staff members. The flexible scheduling also allows for continued efficiency of the survey process, so that there is no delay between the completion of one facility survey and the start of the next survey and allows for the anticipated survey plans to be altered quickly when unforeseen circumstances arise, such as rain prohibiting the planned survey of a park. In these situations, our survey staff would proceed to an available facility.

Data Collection and Management

DACTrak, an online accessibility management program was developed by DAC for the purpose of easy and useful importing and management of the accessibility data collected in the field. DACTrak is interactive online software and is not an enhanced excel spread sheet. The ability to collect, compile, analyze and use report data in a practical format was one of the driving forces to develop the DACTrak intake and management software.

Town staff will be provided training by DAC regarding the use of DACTrak to manage, update and implement the Town's transition plan.

During the DACTrak training, selected Town staff will be instructed regarding the methods to manage the Town's ADA Transition Plan. The transition plan data and reports provided through DACTrak will identify structural accessibility barriers, to help the Town prioritize and schedule the removal of identified barriers to develop a manageable transition plan.

Town staff will need to provide input into the timelines and estimated dates to be entered into the Transition Plan as DAC cannot unilaterally enter the dates that the Town plans to remediate the barriers without collaboration.

Public Outreach and Staff Input

DAC will provide the Town with proposed methodologies for review and comments regarding public outreach activities that may include surveys for the public and organizations that assist persons with disabilities. Staff input and approval will be needed regarding the proposed methods and sample documents provided by DAC.

Assistance will be needed regarding the dissemination of information regarding the notices to be placed on the website and posted selected Town publications and newsletters or in the local newspaper.

DAC compiles the surveys and the information collected during the public outreach portion of the project and staff surveys and input. The information is integrated into the Town of Los Gatos ADA/504 Self-evaluation and Transition Plan Executive Summary.

TABLE 1: TASKS, ACTIVITIES AND TIMELINES

Key tasks, activities and timelines are outlined in **TABLE 1** below. Timelines are represented in months.

As indicated the project timeframe is 7 months or less.

TASK	MONTH	1	2	3	4	5	6	7
A	Project Management and Coordination							
	Initial planning, orientation meeting, schedules							
	Review documents, prior activities							
	Overall progress reports, coordination activities							
B	Self-evaluation of Town Policies and Standards							
	Evaluation of Town policies, programs and services							
	Review of related documents and plans							
C	Self-evaluation of Town Facilities							
	Inspections by DAC of Town facilities							
	Town review of sample of draft reports completed							
	Report comments integrated as indicated							
	Inspections completed							
D	Self-evaluation of Key Rights-of-Way and Trails							
	Inspections by DAC of public rights-of-ways and trails							
	Reports issued in DACTrak							
E	Public Outreach							
	Methods for public outreach and staff input confirmed							
	Staff input							
	Public outreach conducted							
	Outreach and input comments compiled							
	Comments integrated into executive summary							
F	Develop Transition Plan							
	Priority methodology confirmed							
	Estimated dates of barrier removal into DACTrak							
	Draft of Transition Plan							
	Final Transition Plan							
G	Additional Activities (as requested throughout project)							

TABLE 2: TASKS, STAFF AND BILLING RATES

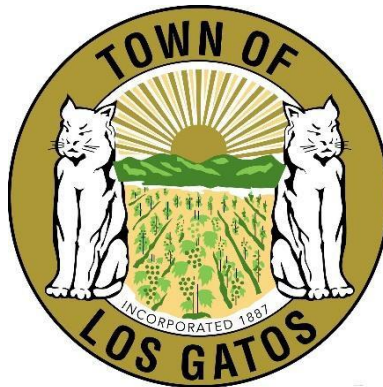
Tasks, allocated staff and billing rates are included in **Table 2: Task and Budget Worksheet** (attached).

Scope of Services

Americans with Disabilities Act (ADA) Transition Plan Town of Los Gatos

Additional Services Proposal

(CIP No. 812-0129)



Town of Los Gatos
Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA 95030

March 17, 2022



Additional Services Amendment Proposal

March 17, 2022

PROJECT

Americans with Disabilities Act (ADA) Transition Plan
CIP No. 812-0129

PROJECT CONTACTS

Town of Los Gatos

Janice Chin
Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA 95030
jchin@losgatosca.gov
408.395.3460

Disability Access Consultants, LLC (DAC)

Barbara Thorpe, Project Manager
2862 Olive Highway
Suite D
Oroville, CA 95965
bthorpe@dac-corp.com
800.743.7067

SCOPE OF SERVICES

The scope of services includes additional services to be added two (2) tasks from the original proposal and agreement:

- Task D: Self-Evaluation of Town's Key Right-Of-Way Assets and Trails
- Task G: Additional Activities/On-Call Services

TASK D: SELF-EVALUATION OF TOWN'S KEY RIGHT-OF-WAY ASSETS

The original RFQ data provided by the Town estimated the total linear miles of sidewalk at approximately 94 linear miles. Currently DAC has completed approximately 110 linear miles and estimates the total linear miles of sidewalk at closer to 160 linear miles.

The cost to complete the additional estimated 50 linear miles of Town owned sidewalk, is proposed at \$25,000.

As presented in the agreement, DAC uses a comprehensive approach to inspecting accessibility of pedestrian access routes in the public rights-of-way (PROW). To conduct PROW and trail field assessments, DAC accessibility specialists walk sidewalks and trails to record manual measurements, take photographs and capture GIS coordinates (as applicable for exterior measurements) of the field conditions and enter the information into our DACTrak tablet in the field. Information captured in the field will be uploaded into the DACTrak accessibility management system.

The field survey teams are supervised by a qualified Certified Access Specialist (CASP). Data and reports are also reviewed by a CASp certified team member prior to being presented to the Town. A facility report for each PROW area and trail surveyed will include detailed areas of deficiency in addition to corrective recommendations and cost estimates. The reports will be presented through DACTrak in an initial priority sort order that can be customized for implementation by the Town.

The assessment will include cost estimates to correct deficiencies in accordance with the ADA, Title 24 of the California Building Code, Public Rights of Way Accessibility Guidelines, California Manual on Uniform Traffic Control Devices, or other applicable federal or state accessibility codes.

General areas of the PROW inspections for pedestrian routes include but are not limited to sidewalks, curb ramps, intersections, crosswalks, street furniture, on-street parking and related items in the pedestrian access route.

The following items are included:

- Sidewalks
 - Sidewalk starting and ending points and length
 - GIS location and street markers
 - Width
 - Running and cross slope
 - Changes in elevation
 - Obstructions-into the path of travel and overhead obstructions
 - Utilities and mailboxes that may interfere with the pedestrian route
 - Gratings
- Curb Ramps
 - Location including GIS
 - Curb ramp type
 - Curb ramp material
 - Ramp run
 - Ramp width
 - Side flares
 - Slope and cross slope
 - Finish
 - Contained in crosswalk
 - Detectable warnings
 - Top & bottom ramp
 - Gutter
 - Changes in elevation to bottom ramp
 - Contains water
- Crosswalks and Mid-block crossings
 - Width
 - Slope
 - Detectable warnings
 - Pedestrian head
- Intersections
 - GIS location and cross streets
 - Pedestrian signal controls and indicators
- Medians and Islands
- Roundabouts
- Trails
- Parks
- Open Space
- Benches and Street Furniture

Deliverables: Completion of surveys for an additional 50 linear miles of Town owned sidewalk

Estimated Budget for additional 50 linear miles of Town owned sidewalk: \$25,000

TASK G: ADDITIONAL ACTIVITIES/ON-CALL SERVICES

Town may request additional “on-call” and as needed services from DAC that may include, but not limited to:

- General ADA consulting
- Assistance for the ADA Coordinator
- Code interpretation/application

- Accessibility Plan Reviews
- Annual Plan update
- Legal/claim expertise
- Data entry into DACTrak
- Transition Plan Implementation re-training
- Supplemental DACTrak training and services
- Staff Training

Estimated Budget for On-Call Services: \$15,000

DAC STAFF AND BILLING RATES

<u>TITLE</u>	<u>NAME</u>	<u>HOURLY RATE</u>
Project Manager	Barbara Thorpe	\$110
CASp	Mike Boga	\$100
Assistant Project Manager	Tim Mahoney	\$90
Director of Administrative Services	Jennie Grover	\$65
Field Team Leader	Candice Pursch	\$90
Accessibility Specialists	Various	\$75
Director of IT	Srikant Talasila	\$0

Expenses: Rates do not include travel expenses, travel time, airfare, meals, hotel, rental car

Note: If expenses are applicable, DAC will obtain authorization from the Town prior to travel.

PROPOSAL FOR ADDITIONAL SERVICES – BUDGET SUMMARY

Task D:	Additional Sidewalk Inspections	\$25,000
Task G:	On-Call/As-needed Services	<u>\$15,000</u>
	Total	\$40,000





DISABILITY ACCESS CONSULTANTS LLC
Accessibility and ADA Support Services Proposal - Monthly Fixed and On-Call



ITEM NO. 6.

STAFF POSITIONS AND BILLING RATES									
TASKS	Project Manager	Senior Director of Accessibility Services - CASp	General Manager	Director of Administrative Services	Director of Accessibility Services	Accessibility Specialists	IT Director	Annual Cost (\$)	Monthly Cost (\$)
	\$170	\$170	\$120	\$110	\$100	\$85	\$0		
1. Fixed Fee Services									
A. ADA program and policy support tasks									
Public Accommodation requests and review	8		8	8				\$ 3,200	
Accommodation Solutions	8		8	8				\$ 3,200	
ADA Grievance review and Response	8		4	8				\$ 2,720	
Review and Update Notices and Postings	6		4	10				\$ 2,600	
Review and update of Town's Accessibility Policies. Procedures and practices	12		6	12				\$ 4,080	
Review and update accessibility training policies	8		4	8				\$ 2,720	
Review of Town's website and report of compliance	4		4	6				\$ 1,820	
Total 1.A ADA Support	54		38	60				\$ 20,340	\$ 1,695
B. ADA Self Evaluation and Transition Plan documentation, planning and update services tasks									
Transition Plan Implementation Strategies and Review	18		16	22				\$ 7,400	
Quarterly Report and Review	2		2	8				\$ 1,460	
DACTrak Data Entry	2			40				\$ 4,740	
Annual Report	6		8	8				\$ 2,860	
Annual Planning	12		12	14				\$ 5,020	
1.B ADA SETP Documentation	40	0	38	92	0	0	0	\$ 21,480	\$ 1,790
								Annual	Monthly
Total 1.A. and 1.B Fixed Services Cost	94	0	76	152	0	0	0	\$ 41,820	\$ 3,485
2. On-Call/As needed									
1 Accessibility Plan Reviews									
2 Staff Training									
3. Review of construction and design standards									
4. On-site inspections									
5. Other ADA and accessibility related consulting services, as requested									
2. On-Call/As Needed	0	0	0	0	0	0	0	\$ 8,180	\$ -
ANNUAL TOTAL 1.A, 1.B and 2								\$ 50,000	
Notes Detail									
1	Fixed Services Tasks: Town and DAC will have set monthly meetings to collaborate on tasks, determine deliverables and priorities each month.								
2	Fixed Services Costs (1.A. and 1.B): Monthly cost for 1.A will be \$1,695. Monthly cost for 1.B will be \$1,790. Total monthly cost for both will be \$3,485. Total aggregate cost for one year will be \$41,820								
3	On-Call/As Needed Cost: Total of \$8,180 is available to Town for on-call or as needed services.								
4	Total Annual Cost: \$50,000								
5	Term: Twelve (12) month, annual agreement: Monthly cost is based on a twelve month agreement. May be renewed each year.								

Proposal for On-Call and Fixed Fee Consultation Services – Town of Los Gatos

1. ADA Support Services (Fixed Fee)

\$41,820

DAC would assist the Town by providing ADA support and ADA coordinator support functions, services and tasks to the Town. DAC services would include, but are not limited to:

a. ADA/504 Coordinator Support Services (Fixed Fee)

- Public accommodation requests and review
- Accommodation solutions - research and options (braille, TTY, ASL interpreter, etc.)
- Complaint or grievance review and response
- Review and update notices and postings
- Review and update of Town's accessibility policies, procedures and practices
- Review and update of Town's accommodation statements and policies
- Review and update of Town's grievance policy and procedures
- Review and update of Town's accessibility training practices
- Assistance with Caltrans, FHWA, HUD, CDBG audits, inquiries and responses
- Review of Town's website and report of compliance with WCAG 2.1 AA standards

Subtask budget for 1a: \$1,695 monthly fixed fee, \$20,340 for contract term

b. ADA self-evaluation and transition plan documentation, planning and update services

Per the ADA coordinator responsibilities, DAC would assist and collaborate with Town to ensure that the Town's current ADA self-evaluation transition progress is routinely updated, documented and remains current. DAC services would include, but are not limited to:

- Transition Plan Implementation Strategies and Review: DAC will provide the Town with on-going implementation strategies, evaluation and tools to assist the Town on the development and updating of the Town's transition plan.
- Quarterly Report and Review: DACTrak Data entry for project upcoming project planning
- Annual Progress Report/Summary: Annual summary and report of progress and future plans
- Annual Data Entry/Planning: Provide DACTrak data entry for projects that have been implemented for the prior year.

Subtask budget for 1b: \$1,790 monthly fixed fee, \$21,480 for contract term

2. Accessibility Services (On-call, as-needed)

\$8,180

Disability Access Consultants, LLC (DAC) will provide the following "on-call" services, including but not limited to the following, as requested by Town.

- Plan review and project specifications, including but not limited to:
 - new construction projects
 - remodeling projects
- Expert witness services

- Accessibility complaint, ADA Grievance and legal assistance
- Staff Training
- Review construction design standards and make recommendations for revisions.
- Other ADA and accessibility-related consulting services, as requested.
- Site Inspections, as requested

General On-Call Services Budget: \$8,180 (as needed for contract term)

Compensation

As this is an agreement for both on-call consultation and fixed fee for services, the exact level of effort and specific activities to complete the scope of work cannot be identified at this time.

Compensation for fixed services will be invoiced monthly. On-call consultant services will be on an as-needed basis and will be invoiced at the end of the month the services were completed.

Please see the following hourly rate schedule for DAC to complete on-call services. All expenses are included in the hourly rate.

Total proposal is for a not-to-exceed of amount of **\$50,000** for the contract term.

Contract term is for twelve (12) months July 1, 2025 through June 30, 2026 .

DAC Hourly Rate Sheet

Title		Hourly Rate
Project Manager	Barb Thorpe	\$170
Senior Director of Accessibility Services & CASp	Mike Boga	\$170
General Manager	Tim Mahoney	\$120
Director of Administrative Services	Jennie Grover	\$110
Director of Accessibility Services & CASp	Candice Pursch	\$100
Accessibility Specialists	Various	\$85
Information Technology Specialist, if requested	Sri Talasila	No fee



DISABILITY ACCESS CONSULTANTS LLC

ITEM NO. 6.



Accessibility and ADA Support Services Proposal - Monthly Fixed and On-Call

STAFF POSITIONS AND BILLING RATES									
TASKS	Project Manager	Senior Director of Accessibility Services - CASp	General Manager	Director of Administrative Services	Director of Accessibility Services - CASp	Accessibility Specialists	IT Director	Annual Cost (\$)	Monthly Cost (\$)
	\$170	\$170	\$120	\$110	\$100	\$85	\$0		
1. Fixed Fee Services									
A. ADA program and policy support tasks									
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B. ADA Self Evaluation and Transition Plan documentation, planning and update services tasks									
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Annual Report	6		8	8				\$ 2,860	
Annual Planning	12		12	14				\$ 5,020	
1.B ADA SETP Documentation	40	0	38	92	0	0	0	\$ 21,480	\$ 1,790
Total 1.A. and 1.B Fixed Services Cost								Annual	Monthly
								\$ 41,820	\$ 3,485
2. On-Call/As needed									
1 Accessibility Plan Reviews									
2 Staff Training									
3. Review of construction and design standards									
4. On-site inspections									
5. Other ADA and accessibility related consulting services, as requested									
2. On-Call/As Needed	0	0	0	0	0	0	0	\$ 8,180	\$ -
ANNUAL TOTAL 1.A, 1.B and 2								\$ 50,000	
Notes Detail									
1	Fixed Services Tasks: Town and DAC will have set monthly meetings to collaborate meetings, determine deliverables and priorities each month.								
2	Fixed Services Costs (1.A. and 1.B): Monthly cost for 1.A will be \$1,695. Monthly cost for 1.B will be \$1,790. Total monthly cost for both will be \$3,485. Total aggregate cost for one year will be \$41,820								
3	On-Call/As Needed Cost: Total of \$8,180 is available to Town for on-call or as needed services.								
4	Total Annual Cost: \$50,000								



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 04/15/2025

ITEM NO. 7.

ITEM NO: 7

DATE: April 10, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Approve Actions Related to the 2016 Measure B Education & Encouragement Grant (CIP Project No. 812-0134), Authorize the Town Manager to Execute an Amended and Restated Funding Agreement with Santa Clara Valley Transportation Authority (VTA) for the Bicycle and Pedestrian Education and Encouragement Program, and Authorize Expenditure Budget Adjustments of \$1,013 for Non-Reimbursable Expenses and \$45,380 for Grant Allocations

RECOMMENDATION:

Approve the following actions related to the 2016 Measure B Education & Encouragement Grant (CIP Project No. 812-0134):

- a. Authorize the Town Manager to execute the Amended and Restated Funding Agreement between the Town of Los Gatos and the Santa Clara Valley Transportation Authority (VTA) for the 2016 Measure B Bicycle and Pedestrian Education and Encouragement Program (Attachment 1);
- b. Authorize expenditure budget adjustment in the amount of \$1,013 to recognize the Town's contribution to spending for items ineligible for reimbursement; and
- c. Authorize an expenditure budget adjustment in the amount of \$45,380 to recognize the spending of the 2016 Measure B Education and Encouragement allocations.

BACKGROUND:

In 2016 the VTA Board proposed, and the voters of Santa Clara County enacted, the 2016 Measure B program to fund transportation projects in nine categories. One of the categories is Bicycle and Pedestrian programs. That Bicycle and Pedestrian program funding is divided into three categories, one of which is Education and Encouragement programs.

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

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

SUBJECT: Actions Related to Measure B Education and Encouragement Grant Agreement

DATE: April 10, 2025

In 2019 the Town of Los Gatos entered into an agreement with VTA to receive Education and Encouragement funding through the 2016 Measure B Program. The initial agreement included two option periods, providing funding to the Town through June 30, 2025. Through the 2016 Measure B Education and Encouragement program the Town has received funding to support programs that promote bicycle and pedestrian safety throughout Town. A portion of these funds support the operation of the Los Gatos Monte Sereno Safe Routes to School Program.

DISCUSSION:

Due to the past success of the 2016 Measure B Education and Encouragement programs, the VTA has proposed to amend and restate the funding agreement that was executed in 2019. This proposed agreement (Attachment 1) is being used for all VTA jurisdictions that receive this funding. The agreement will be valid through March 31, 2047, or until there is no funding remaining in the program.

In preparing this staff report the financial information regarding this grant was reviewed and reconciled. The budget adjustment included herein reconcile the Town's and VTA's records regarding funding received and used to date.

CONCLUSION:

Authorization of this agreement will allow the Town to continue receiving Education and Encouragement funding through the 2016 Measure B Bicycle and Pedestrian Program.

Authorization of expenditure budget adjustment in the amount of \$1,013 will allow recognition of the Town's contribution to the project for expenses ineligible for grant reimbursement.

Authorization of expenditure budget adjustment in the amount of \$45,380 will recognize current VTA allocations to the project and enable project spending.

COORDINATION:

This staff report was coordinated with the Town Attorney's Office and the Finance Department.

SUBJECT: Actions Related to Measure B Education and Encouragement Grant Agreement

DATE: April 10, 2025

FISCAL IMPACT:

The maximum funding allocation for each fiscal year is based upon the VTA Board of Directors adopted biennial budget for the Bicycle and Pedestrian Education and Encouragement program and the VTA annual fund distribution formula as described in the award agreement. Since inception in 2018, the Town of Los Gatos has received a total of \$221,781 in allocations from the VTA. This is an average annual allocation of \$36,963.53. With the proposed funding potentially running through year 2047, there is an estimated \$813,197.70 in funding potential that may be received over the next 22 years.

The fiscal table below reflects the current budget and the proposed expenditure budget adjustments to authorize the spending up to the total allocation amount of \$221,781 and adjustment needed for non-reimbursable expenditure spent. Future allocations from the VTA will be recognized during the annual budget process.

Measure B Education & Encouragement Project		
CIP Project 812-0134 and General Fund 5101 Program		
	Budget	Costs
Total Allocations to Date - 2016 Measure B - Education and Encouragement		
2016 Measure B - Education & Encouragement Grant	\$ 126,645	
2016 Measure B - Education & Encouragement (General Fund Staffing)	\$ 49,765	
GFAR - Non-Reimbursable Expenditure (requested with this staff report)	\$ 1,013	
2016 Measure B - Education & Encouragement (requested with this staff report)	\$ 45,380	
Total Budget	\$ 222,803	
Staff Labor		\$ 66,310
Consultation Services		\$ 30,981
Other Project Expenses		\$ 10,545
Expenses ineligible for grant reimbursement (budget requested with this staff report)		\$ 1,013
Total Expenditures		\$ 108,850
Remaining Project Budget		\$ 113,953

*The amounts above are rounded to the nearest dollar.

ENVIRONMENTAL ASSESSMENT:

This current action is not a project and CEQA is not required.

Attachments:

1. Amended and Restated Funding Agreement

AMENDED AND RESTATED FUNDING AGREEMENT
BETWEEN
TOWN OF LOS GATOS
AND
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR
2016 MEASURE B BICYCLE & PEDESTRIAN EDUCATION AND ENCOURAGEMENT PROGRAM

THIS AMENDED AND RESTATED FUNDING AGREEMENT ("AGREEMENT") is entered into as of July 1st, 2025 ("EFFECTIVE DATE") and is by and between the TOWN OF GATOS ("RECIPIENT") and SANTA CLARA VALLEY TRANSPORTATION AUTHORITY ("VTA"). RECIPIENT and VTA may be individually referred to as "PARTY" or collectively referred to as "PARTIES."

I. RECITALS

1. Whereas, on June 24, 2016, the VTA Board of Directors ("VTA BOARD") adopted a resolution to place a ballot measure before the voters of Santa Clara County ("SCC") in November 2016 to authorize a one-half of one percent retail transaction and use tax ("2016 MEASURE B") for 30 years for nine transportation-related program categories;
2. Whereas, on November 8, 2016, the voters of Santa Clara County enacted 2016 MEASURE B for 30 years to pay for the nine transportation-related program categories;
3. Whereas, on October 5, 2017, the VTA BOARD established the 2016 Measure B Program ("PROGRAM") and adopted the 2016 Measure B Program Category Guidelines ("GUIDELINES"). In addition, VTA established a program manual ("PROGRAM MANUAL"). Both the GUIDELINES and the PROGRAM MANUAL are incorporated into this Agreement by this reference and available at www.vta.org or upon request to VTA;
4. Whereas, the PROGRAM includes a Bicycle & Pedestrian program category ("BIKE/PED CATEGORY") to fund bicycle and pedestrian projects and educational programs;
5. Whereas, the BIKE/PED CATEGORY consists of three sub-categories, including the education & encouragement program ("BIKE/PED E&E PROGRAM");
6. Whereas, the duration of 2016 MEASURE B will be 30 years from the initial year of collection, beginning April 1, 2017, and continuing through March 31, 2047;
7. Whereas, the PARTIES executed a funding agreement for the BIKE/PED E&E PROGRAM funds on December 20, 2019 which expires on June 30, 2025 ("PRIOR AGREEMENT"); and
8. Whereas, the PARTIES desire to amend and restate the PRIOR AGREEMENT to, among other things, specify the terms and conditions under which VTA will administer BIKE/PED E&E PROGRAM funds allocated to VTA and RECIPIENT through the life of the PROGRAM.

NOW, THEREFORE, in consideration of the mutual promises contained in this AGREEMENT, the PARTIES agree as follows:

II. AGREEMENT

1. BIKE/PED E&E PROGRAM DEFINITION

The BIKE/PED E&E PROGRAM covers activities and the development and distribution of materials that are designed and intended to satisfy the following goals within RECIPIENT's jurisdiction: (i) promote, educate, and/or encourage safe walking or bicycling for residents or visitors of every age and ability; (ii) communicate to residents and visitors the benefits of walking and bicycling; and (iii) communicate to school children, residents, and visitors the rights and responsibilities of pedestrians, bicyclists, and motorists.

2. TERM OF AGREEMENT

The term of this AGREEMENT will commence on the EFFECTIVE DATE and continue through March 31, 2047, or until BIKE/PED E&E PROGRAM CATEGORY funds allocated to RECIPIENT have been expended entirely, whichever occurs later.

Notwithstanding the foregoing, the PARTIES may terminate this AGREEMENT pursuant to Section II, Paragraph 13.

3. ELIGIBLE USE OF FUNDS

A. RECIPIENT may use RECIPIENT's allocated BIKE/PED E&E PROGRAM funds only for activities/projects that (i) are offered/available to individuals who live, work, or attend school in RECIPIENT'S boundaries or school districts, and (ii) VTA has pre-approved in writing (each, an "E&E PROJECT"). Only VTA's AUTHORIZED REPRESENTATIVE (defined in Section II, Paragraph 15 below), or designee, has authority to approve an E&E PROJECT.

B. VTA will consider for approval the following types of activities / projects:

- i. Organization and implementation of K-12 Safe Routes to Schools programs and activities.
- ii. Organization and implementation of Vision Zero programs. "Vision Zero" is defined by the Vision Zero Network campaign as the "Strategy to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, equitable mobility for all," which definition is adopted for purposes of this AGREEMENT.
- iii. Organization and implementation of open streets events. "Open streets events" are defined by the Open Streets Project (an advocacy project and collaboration between 80 Cities and Street Plans) as "Programs that temporarily open streets to people by closing them to cars," which definition is adopted for purposes of this AGREEMENT.
- iv. Creation and implementation of marketing to encourage mode shift towards active transportation.
- v. Development and distribution of maps that promote places to walk or bike.
- vi. Education of walking and bicycling skills to adults and children.
- vii. Working with law enforcement officials to ensure common understanding and consistent application among law enforcement officials of traffic laws related to biking and walking.
- viii. Organization and implementation of broad or targeted safety campaigns to promote safe driving, walking, and bicycling behavior.*

- ix. Creation and distribution of marketing materials to encourage safe walking, biking, and driving.*
- x. Purchase and distribution of bicycle helmets, lights, reflective vests, or other bicycle/pedestrian safety equipment to be used in education/encouragement activities.
- xi. Purchase and distribution of incentives for education/encouragement activities.
- xii. Organization and implementation of crosswalk stings or other activities that educate roadway users on traffic laws. Crosswalk stings are activities conducted by law enforcement to educate the public about crosswalk right of way laws that may or may not include citations.
- xiii. Organization and implementation of special community events focused on achieving the BIKE/PED E&E PROGRAM goals described in Section II, Paragraph 1, such as community rides or walks.
- xiv. Energizer stations and other Bike to Wherever Day activities.
- xv. Implementation of valet bicycle parking.
- xvi. Community-based bicycle/pedestrian surveys of facilities and surrounding areas to learn, observe, and identify bicycle and pedestrian hot spots.
- xvii. Any other program or activity VTA pre-approves in writing.

*Any safety campaign or public service announcement targeted to motorists must focus on safe, responsible, and respectful motorist interactions with pedestrians and bicyclists.

- C. RECIPIENT is permitted to use BIKE/PED E&E PROGRAM funds allocated for (i) direct costs and staff time costs incurred by RECIPIENT to support E&E PROJECTS, and (ii) costs incurred for evaluation of the E&E PROJECTS (as required under Section II, Paragraph 4).
- D. Notwithstanding any other provision of this AGREEMENT, RECIPIENT is not permitted to use BIKE/PED E&E PROGRAM funds for capital improvements.
- E. E&E PROJECTS may be targeted and limited to specific demographics including, but not limited to, school children, seniors, or people with disabilities to the extent not prohibited by applicable law.
- F. Only BIKE/PED E&E PROGRAM costs incurred by RECIPIENT on or after July 1, 2017, will be eligible for reimbursement.

4. EVALUATION REQUIREMENTS

- A. RECIPIENT must identify (i) the project reach and scale of each E&E PROJECT and (ii) one or more metric(s) that will be used to evaluate whether the goal was achieved. Examples of acceptable metrics are set forth in Attachment A, attached hereto and incorporated herein.
- B. RECIPIENT must identify and obtain VTA's prior written approval of the frequency and schedule of each E&E PROJECT evaluation.

5. MAXIMUM FUNDING ALLOCATIONS

- A.** RECIPIENT'S maximum funding allocation for each fiscal year (July 1st through June 30th of the following calendar year) will be based upon the VTA BOARD's Adopted Biennial Budget for the BIKE/PED E&E PROGRAM and the annual fund distribution formula described below.
- B. Annual Fund Distribution Formula.** The BIKE/PED E&E PROGRAM annual fund distribution formula is calculated every two fiscal years (in line with VTA's budget cycle) and is based on the following:
- i. First, at the same time that VTA plans and finalizes its budget for the two upcoming fiscal years, the VTA BOARD determines the allocation of 2016 MEASURE B funds for the two upcoming fiscal years.
 - ii. Second, the VTA BOARD determines the amount of 2016 MEASURE B funds to be allocated amongst the PROGRAM categories and subcategories, including the BIKE/PED E&E PROGRAM CATEGORY.
 - iii. Third, an allocation is made to VTA and the County of Santa Clara for countywide (with respect to Santa Clara County) BIKE/PED E&E PROGRAM activities ("COUNTYWIDE ACTIVITIES"). Per the GUIDELINES, COUNTYWIDE ACTIVITIES will receive 25% of available BIKE/PED E&E PROGRAM funds.
 - iv. Fourth, the 2016 Measure B funds remaining for the BIKE/PED E&E PROGRAM category allocation are calculated by deducting the amount allocated for COUNTYWIDE ACTIVITIES in subparagraph (iii), immediately above, from the total BIKE/PED E&E PROGRAM category allocation ("REMAINING FUNDS").
 - v. Fifth, VTA determines the percentage of the total population of SCC ("TOTAL SCC POP") of each city ("CITY POP") and of the unincorporated areas of SCC ("SCC UNINCORP POP") to determine allocations to each city. For purposes of these calculations, the TOTAL SCC POP includes unincorporated areas and is based on the then most current California Department of Finance's more current annual population estimates at the time of allocation determination, i.e., Report E-1, or any successor report. Each CITY POP is divided by the TOTAL SCC POP, and then the result is multiplied by 100. The result for each city is the "CITY PERCENTAGE SHARE" (for SCC, the "SCC PERCENTAGE SHARE").
 - vi. SIXTH, each CITY PERCENTAGE SHARE (including the SCC PERCENTAGE SHARE) is multiplied by the REMAINING FUNDS to determine the dollar amount that would be allocated to each city based on their CITY PERCENTAGE SHARE; however, no allocation is yet made at this step. Cities that would receive less than \$10,000 as a result of the calculation described in Subsection (v) will be identified as low population cities ("LOW POP CITIES").
 - vii. Seventh, each city is allocated \$10,000 ("10K ALLOCATIONS"). LOW POP CITIES will not be allocated any additional funds beyond the 10K ALLOCATIONS made to each city as described in this Subsection (vii). The minimum 10k ALLOCATIONS will continue through fiscal year 2025. Following fiscal year 2025, the minimum allocated to LOW POP CITIES will increase by

\$2,000 every five years. See the “LOW POP CITIES ALLOCATION SCHEDULE” included in this AGREEMENT as Attachment B, attached hereto and incorporated herein.

- viii. Eighth, the modified REMAINING FUNDS are calculated by subtracting the cumulative total of allocations made to LOW POP CITIES from the REMAINING FUNDS (“MOD REMAINING FUNDS”).
 - ix. Ninth, a modified Santa Clara County population is calculated by deducting the SCC UNINCORP POP and all LOW POP CITIES from the TOTAL SCC POP (“MODIFIED POPULATION”).
 - x. Tenth, a modified population percentage share (“MOD CITY PERCENTAGE SHARE”) is calculated for all cities that are not LOW POP CITIES (“NON-LOW POP CITIES”) by dividing the NON-LOW POP CITY’S total population by the MODIFIED POPULATION and multiplying the result by 100.
 - xi. Eleventh, each NON-LOW POP CITY’S MOD CITY PERCENTAGE SHARE is multiplied by the MOD REMAINING FUNDS to calculate each NON-LOW POP CITY’S additional allocation of 2016 Measure B funds for the BIKE/PED E&E PROGRAM category. This allocation will be made in addition to the 10K ALLOCATION described above.
- C. RECIPIENT’S allocations are subject to change based on allocations made by the VTA BOARD pursuant to the PROGRAM.
- D. BIKE/PED E&E PROGRAM allocations may be banked and remain unspent for a maximum of three fiscal years, provided that (i) RECIPIENT provides VTA with a satisfactory explanation for why the allocation is not being spent and (ii) VTA provides RECIPIENT with written approval for such explanation. In this instance, RECIPIENT must begin drawing funds during the fourth fiscal year. Following the third fiscal year of banked allocations and within the fourth fiscal year, RECIPIENT must provide to VTA the required documentation as described in Section II, Paragraph 7. In this fourth fiscal year, RECIPIENT must submit, at minimum, one invoice for funds towards an E&E PROJECT.
- If RECIPIENT fails to do the above by the end of the fourth fiscal year and no funds have been spent in the past four consecutive fiscal years, then allocations will be returned by VTA to the pool of 2016 MEASURE B funds allocated to the BIKE/PED E&E PROGRAM category for redistribution in the next allocation cycle pursuant to the formula above.
- E. All funds will be available to RECIPIENT on a reimbursement basis only.

6. VTA's OBLIGATIONS

VTA will:

- A. Annually report to the public the amount of BIKE/PED E&E PROGRAM revenues allocated and distributed to RECIPIENT.
- B. Annually report to the public a summary of E&E PROJECT evaluation metrics submitted by RECIPIENT, as required in Section II, Paragraph 4.
- C. Conduct an assessment regarding the effectiveness of the BIKE/PED E&E PROGRAM using approved metrics and data provided by RECIPIENT (pursuant to Section II, Paragraph 4) related to RECIPIENT's E&E PROJECT(s).
- D. Biennially, or however frequently as VTA determines is appropriate based upon the number of ongoing E&E PROJECTs, report to the public the effectiveness of the BIKE/PED E&E PROGRAM based on the assessment described immediately above in Section II, Paragraph 6(C).
- E. Remit the amount due to the RECIPIENT under an invoice within thirty (30) calendar days of receipt of a complete and proper, fully documented invoice complying with the requirements set forth herein.

7. RECIPIENT's OBLIGATIONS

RECIPIENT must:

- A. Comply with 2016 Measure B reporting requirements.
- B. Ensure that all 2016 MEASURE B funds are expended on allowable BIKE/PED E&E PROGRAM expenditures as described above in Section II, Paragraph 3, ELIGIBLE USE OF FUNDS.
- C. Annually complete and submit to VTA, by October 1st of each year, RECIPIENT's proposed work program for the BIKE/PED E&E PROGRAM, in which RECIPIENT must set forth proposed E&E PROJECTS and develop all such E&E PROJECTS that are approved by VTA as eligible. RECIPIENT's proposed metrics and frequency of E&E PROJECT evaluation must be included with the proposed work program (see Section II, Paragraph 4); VTA must provide approval of the proposed metrics and frequency of evaluation.
- D. Annually submit to VTA, by October 1st of each year, a summary of the prior fiscal year's completed E&E PROJECTS.
- E. Submit to VTA, on a frequency as approved by VTA, the evaluation of the completed E&E PROJECTS pursuant to Section II, Paragraph 4.
- F. If applicable, annually submit to VTA, by October 1st of each year, an explanation of why no BIKE/PED E&E PROGRAM funds are planned for expenditure during the upcoming fiscal year.

- G. Annually complete and submit to VTA, by October 1st of each year, any accompanying reporting requirements for the BIKE/PED E&E PROGRAM.
- H. Submit to VTA all records including contractors' invoices, miscellaneous invoices, and force account charges as substantiation for invoices submitted to VTA for reimbursement hereunder.
- I. Maintain financial records, books, documents, papers, accounting records, and other evidence pertaining to costs related to this AGREEMENT for five (5) years. RECIPIENT shall make such records available to VTA upon VTA's written request for review and audit purposes. Financial audits will be performed at VTA's sole discretion.
- J. Submit invoices to VTA, no more frequently than monthly, for reimbursement of eligible E&E PROJECT costs (see Section II, Paragraph 3) RECIPIENT must submit invoices within one year of the date RECIPIENT incurs the cost submitted on the invoice for reimbursement (unless otherwise approved by VTA in writing).
- K. At all times during this AGREEMENT, RECIPIENT must comply with the insurance requirements and specifications of the attached Attachment C, Insurance Requirements. RECIPIENT may, in its discretion, elect to self-insure, but any such self-insurance must meet the requirements and specifications in Attachment C.

8. INDEMNIFICATION

Neither VTA nor any officer or employee thereof will be responsible for any damage or liability arising out of or relating to RECIPIENT's negligent acts or omissions, recklessness, or willful misconduct under or in connection with any work, authority, or jurisdiction associated with this AGREEMENT. Pursuant to California Government Code §895.4, RECIPIENT must fully defend, indemnify, and hold harmless VTA from all suits or actions of every name, kind, and description arising from an injury (as defined by California Government Code §810.8) arising out of or relating to RECIPIENT's negligent acts or omissions, recklessness, or willful misconduct under or in connection with any work, authority, or jurisdiction delegated to RECIPIENT under this AGREEMENT. This provision will survive the termination or expiration of this AGREEMENT.

9. INSURANCE

At all times during this Agreement, RECIPIENT must comply with the insurance requirements and specifications of Attachment C, Insurance Requirements, attached hereto and incorporated herein. RECIPIENT may, in its discretion, elect to self-insure, but any such self-insurance must meet the requirements and specifications in Attachment C.

10. ADDITIONAL INSURED AND INDEMNITY PROVISION

In any agreement executed between the RECIPIENT and a third party for purposes related in any way to the subject matter of this Agreement ("Third Party Contract"), RECIPIENT must require that VTA be named as (i) an additional insured on a primary and non-contributory basis with separation of insureds and waiver of subrogation on all policies of insurance, except when not applicable and (ii) an indemnified party in any indemnity provision contained in the Third Party Contract. Third Party Contracts must contain insurance requirements with coverages at least as broad as, and limits at least as great as, the requirements of Attachment C.

11. COMPLIANCE WITH APPLICABLE LAW

In execution of any E&E PROJECT and performance of its responsibilities set forth herein, RECIPIENT must comply with all applicable requirements of local, state, and federal law.

12. COMPLIANCE WITH 2016 MEASURE B REQUIREMENTS

- A. In its performance under this AGREEMENT, RECIPIENT must comply, and must ensure E&E PROJECT compliance, with all PROGRAM requirements including, but not limited to, the GUIDELINES and PROGRAM MANUAL.
- B. VTA may, in its sole discretion, make changes to the GUIDELINES and/or the PROGRAM MANUAL at any time. If VTA makes such changes, VTA will notify RECIPIENT within a reasonable time of such changes.

13. TERMINATION

- A. Either PARTY may at any time terminate this Agreement by giving ten (10) business days written notice of such termination to the other PARTY. Notice must identify the effective date of such cancellation and must be provided in accordance with the terms and conditions of this AGREEMENT.
- B. In the event of termination under this section, City must submit its final invoice to VTA within thirty (30) calendar days of the effective date of termination, and such invoice will be solely for ELIGIBLE COSTS RECIPIENT incurred prior to termination.

14. AUDITS AND RECORDS

- A. RECIPIENT must maintain, and must require their contractors to maintain, in accordance with generally accepted accounting principles and practices, complete books, accounts, records, and data pertaining to services performed under this AGREEMENT, including the costs of contract administration. Such documentation must be supported by properly executed payrolls, invoices, contracts, and vouchers evidencing in detail the nature and propriety of any charges and must be sufficient to allow a proper audit of services. All checks, payrolls, invoices, contracts, and other accounting documents pertaining in whole or in part to the services must be clearly identified and readily accessible.
- B. For the duration of the AGREEMENT, and for a period of five years after final payment, each PARTY and its representatives must have access during normal business hours to any books, accounts, records, data, and other relevant documents ("RECORDS") of the other PARTY that are pertinent to this AGREEMENT for audits, examinations, excerpts, and transactions. The other PARTY must furnish copies of the RECORDS upon request.

15. NOTICES / AUTHORIZED REPRESENTATIVES

- A. **Notices.** Any notice which may be required under this AGREEMENT (i) must be in writing, (ii) will be effective one (1) business day after personal service or delivery by certified mail, and (iii) must be given by personal service or certified mail the other PARTY'S AUTHORIZED REPRESENTATIVE at the addresses set forth below, or to such other address that may be specified in writing by a PARTY.

B. Authorized Representatives.

VTA:
 Marcella Rensi
 Deputy Director, Programming and Grants
 Santa Clara Valley Transportation Authority
 3331 N First Street
 San Jose, CA 95134
 Email: marcella.rensi@vta.org

RECIPIENT:
 Town Clerk
 Town of Los Gatos
 111 East Main Street
 Los Gatos, 95030

Written notification to the other PARTY must be provided, in advance, for changes in the name or address of the individuals identified above.

The individual identified above for RECIPIENT is RECIPIENT's BIKE/PED E&E PROGRAM Liaison ("LIAISON"). The LIAISON shall be (i) the liaison to VTA pertaining to implementation of this AGREEMENT and (ii) the contact for information about the BIKE/PED E&E PROGRAM and E&E PROJECTS.

16. GENERAL TERMS AND CONDITIONS

- A. Headings.** The subject headings of the articles and paragraphs in this AGREEMENT are included for convenience only and will not affect the construction or interpretation of any of its provisions.
- B. Incorporation of Exhibits and Attachments.** All exhibits and attachments referenced in this AGREEMENT are incorporated into it by this reference.
- C. Construction and Interpretation of Agreement.** This AGREEMENT, and each of its provisions, terms, and conditions, has been reached as a result of negotiations between the PARTIES. Accordingly, each PARTY expressly acknowledges and agrees that (i) this AGREEMENT will not be deemed to have been authored, prepared, or drafted by any particular PARTY and (ii) the rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this AGREEMENT or in the resolution of disputes.
- D. Amendment.** No alteration or variation of the terms of this AGREEMENT will be valid unless made in writing and signed by both of the PARTIES hereto, and no oral understanding or AGREEMENT not incorporated herein will be binding on any of the PARTIES hereto.
- E. Entire Agreement.** This AGREEMENT constitutes the entire agreement between the PARTIES relating to the subject matter and supersedes all prior negotiations, contracts, agreements, or understandings, whether oral or written, of the PARTIES regarding the subject matter.

- F. Representation of Authority.** Each PARTY to this AGREEMENT represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this AGREEMENT on behalf of the entity that is a PARTY to this AGREEMENT.
- G. No Waiver.** The failure of either PARTY to insist upon the strict performance of any of the terms, covenant, and conditions of this AGREEMENT will not be deemed a waiver of any right or remedy that either PARTY may have, and will not be deemed a waiver of either PARTY's right to require strict performance of all of the terms, covenants, and conditions hereunder.
- H. Dispute Resolution.**
- a. If a question or allegation arises regarding (i) interpretation of this AGREEMENT or its performance, or (ii) the alleged failure of a PARTY to perform, the PARTY raising the question or making the allegation must give written notice thereof to the other PARTY. The PARTIES must promptly meet in an effort to resolve the issues raised. If the PARTIES fail to resolve the issues raised, alternative forms of dispute resolution, including mediation, may be pursued by mutual agreement. It is the intent of the PARTIES to avoid litigation as a method of dispute resolution to the greatest extent possible.
 - b. Notwithstanding the foregoing, nothing in this Paragraph 16 will be deemed to prevent a PARTY from filing suit or an administrative action to preserve its right to assert a claim within any applicable statute of limitations. To the extent practicable, the PARTIES will negotiate in good faith to create a tolling agreement to toll such statute(s) of limitations to allow for the PARTIES to engage in dispute resolution provisions of this AGREEMENT prior to filing of such actions.
- I. Severability.** If any term, covenant, condition or provision of this AGREEMENT, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and provisions of this AGREEMENT, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- J. Governing Law.** The laws of the State of California will govern this AGREEMENT, as well as any claim that might arise between RECIPIENT and VTA, without regard to conflict of law provisions.
- K. Venue.** Any lawsuit or legal action arising from this AGREEMENT must be commenced and prosecuted in the courts of Santa Clara County, California. RECIPIENT agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
- L. Use of Work.** All PARTIES may retain a copy of all material produced under this AGREEMENT for use in their general activities.
- M. Attribution to VTA.** RECIPIENT must include attribution to VTA that indicates part of the work was funded by PROGRAM Funds. This provision applies to any project or publication that was funded in part or in whole by PROGRAM Funds. Acceptable forms of attribution include 2016 MEASURE B's branding on E&E PROJECT-related documents, public information materials, and any other applicable documents. VTA will provide Program branding to RECIPIENT.

- N. Non-discrimination.** The PARTIES and any contractors performing services on behalf of the PARTIES (“CONTRACTORS”) will not unlawfully discriminate or permit discrimination, harass, or allow harassment against any person or group of persons because of race, color, religious creed, national origin, ancestry, age (over 40), sex, gender, gender identity, gender expression, sexual orientation, marital status, pregnancy or childbirth (including related conditions), medical condition (including cancer), mental disability, physical disability (including HIV and AIDS), genetic information, or military and veteran’s status, or in any manner prohibited by federal, state, or local laws. In addition, the PARTIES and CONTRACTORS must not unlawfully deny any of their employees family care leave to which they are entitled or discriminate against such employees on the basis of having to use family care leave. The PARTIES and CONTRACTORS must ensure that the evaluation and treatment of their employees and applicants for employment is free of such discrimination and harassment.
- O. Relationship of the Parties.** It is understood that this is an AGREEMENT by and between independent parties and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship other than that of independent contractor.
- P. Execution in Counterparts / Electronic Signature.** This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. An electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a copy of an original signed contract that meets the admissibility standards of a writing described in Evidence Code §1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by each of the Parties.
- Q. Authority to Execute Agreement.** Each PARTY to this AGREEMENT represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this AGREEMENT on behalf of the entity that is a PARTY to this AGREEMENT.
- R. Third Party Beneficiaries.** This AGREEMENT does not, and is not intended to, confer any rights or remedies upon any person or entity other than the PARTIES.
- S. Survival.** All representations, warranties, and covenants contained in this AGREEMENT, or in any instrument, certificate, exhibit, or other writing intended by the PARTIES to survive this AGREEMENT, shall survive the termination or expiration of this AGREEMENT, including but not limited to all terms (1) providing for indemnification; (2) relating to the California Public Records Act; (3) relating to maintenance of data; and (4) relating to PARTIES’ obligations upon and following termination or expiration of this AGREEMENT.

Signatures of PARTIES on following page.

IN WITNESS WHEREOF, VTA and RECIPIENT have caused their undersigned, duly authorized signatories to execute this AMENDED AND RESTATED FUNDING AGREEMENT as of the EFFECTIVE DATE.

**SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY**

TOWN OF LOS GATOS

Carolyn M. Gonot
General Manager/CEO

Chris Constantin
Town Manager

Date

Date

Approved as to Form

Approve as to Form

Evelynn Tran
General Counsel

Gabrielle Whelan
Town Attorney

Date

Date

ATTACHMENT A

Example Evaluation Requirement Metrics

Evaluation metrics include, but are not limited to, the ones used below.

- **Project reach** - A metric measuring the total number of people or entities that participated in the activity or received a physical item provided by the program.
 - Hypothetical Example: Online media safety campaign had 10,000 unique views, resulting in 2,000 people taking the “I will drive, walk, and bike safely and responsibly” pledge.
- **Mode shift** - A metric measuring the change in the number or percentage of people who replaced another mode of transportation with walking or biking.
 - Hypothetical Example: At the end of the school year, 200 bicycles were counted in the bike cage, an increase of 20% over the number of bicycles counted at the beginning of the year.
- **Behavior change** - A metric measuring the change in the number or percentage of people who changed their travel habits, including but not limited to frequency of walking or biking.
 - Hypothetical Example: Individualized marketing packets were provided to 1,200 households. 200 households requested additional information. Before and after surveys showed that 5% of households that requested additional information switched to biking, walking, or taking transit more.
- **Safety improvements** – A metric measuring the change in risky/safe behavior or the change in crashes.
 - Hypothetical Example: After the crosswalk sting, motorists were observed yielding to pedestrians 8 out of 10 times, an increase of 10% over the yielding rate before the crosswalk sting. However, these rates decreased over time, suggesting that continued events or infrastructure changes are needed to permanently improve driver behavior.
- **Community Engagement** – A metric measuring the number or percentage of people who become involved in a program on an ongoing basis.
 - Hypothetical Example: At the end of five Train the Trainer events, of the 25 trainees, ten agree to lead Safe Routes to School activities at their schools.

ATTACHMENT B

LOW POP CITES ALLOCATION SCHEDULE

Cities that would receive less than \$10,000 as a result of the allocation calculations are instead allocated \$10,000 minimum per fiscal year. The minimum \$10,000 allocation will continue through fiscal year 2028. Following fiscal year 2028, the minimum allocated to LOW POP CITIES will increase every biennial budget cycle.

The allocation schedule starting fiscal year 2028 is as follows:

Fiscal Year (FY)	Allocation Amount to LOW POP CITIES
FY 2028	\$12,000
FY 2029	\$12,000
FY 2030	\$12,000
FY 2031	\$12,000
FY 2032	\$12,000
FY 2033	\$12,000
FY 2034	\$14,000
FY 2035	\$14,000
FY 2036	\$14,000
FY 2037	\$14,000
FY 2038	\$14,000
FY 2039	\$14,000
FY 2040	\$16,000
FY 2041	\$16,000
FY 2042	\$16,000
FY 2043	\$16,000
FY 2044	\$16,000
FY 2045	\$16,000
FY 2046	\$18,000
FY 2047	\$18,000

ATTACHMENT C

INSURANCE REQUIREMENTS

RECIPIENT'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT RECIPIENT CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS IN ADVANCE OF PROPOSAL SUBMISSION TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS REQUIRED BY THIS AGREEMENT.

INSURANCE

Without limiting RECIPIENT's obligation to indemnify and hold harmless VTA, RECIPIENT must procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by RECIPIENT, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in AGREEMENT price. In the event of any material change in the AGREEMENT Scope of Services, VTA reserves the right to change the insurance requirements set forth herein. RECIPIENT must furnish complete copies of all insurance policies, within three (3) business days of any request for such by VTA.

A. Liability and Workers' Compensation Insurance**1. Minimum Scope of Coverage**

Coverage must be at least as broad as:

- a. Insurance Services Office General Liability coverage ("occurrence" form CG 0001). General Liability insurance written on a "claims made" basis is not acceptable.
- b. Insurance Services Office Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 "any auto." Auto Liability written on a "claims-made" basis is not acceptable.
- c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.
- d. Professional Liability, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of RECIPIENT's services under this AGREEMENT. This coverage must be continuously maintained for a minimum of two (2) years following completion of this AGREEMENT. This coverage may be written on a "claims made" basis, if so, please see special provisions in Section B.

2. Minimum Limits of Insurance

RECIPIENT must maintain limits no less than:

- a. General Liability (including Umbrella/Excess insurance): \$2,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If a General Liability or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. This requirement may be satisfied by a combination of General Liability insurance with Excess or Umbrella policies, but in no event may the General Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying policy, "Follow Form" coverage, and a "Drop Down".
- b. Automobile Liability \$1,000,000 limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employer's Liability: Statutory Workers' Compensation limits and Employer's Liability limits of \$1,000,000 per accident.
- d. Professional Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim. This requirement may be satisfied by a combination of Professional Liability insurance with Excess or Umbrella policies, but in no event may the Professional Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying policy, "Follow Form" coverage, and a "Drop Down" provision.

3. Self-Insured Retention

The certificate of insurance must disclose the actual amount of any deductible or self-insured retention, or lack thereof, for all coverages required herein. Any self-insured retention or deductible in excess of \$50,000 (\$100,000 if RECIPIENT is a publicly-traded company) must be declared to and approved by VTA. If RECIPIENT is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To apply for approval for a level of retention or deductible in excess of \$50,000, RECIPIENT must provide a current financial report including balance sheets and income statements for the past three years, so that VTA can assess RECIPIENT's ability to pay claims falling within the self-insured retention or deductible. Upon review of the financial report, if deemed necessary by VTA in its sole discretion, VTA may elect one of the following options: to accept the existing self-insured retention or deductible; require the insurer to reduce or eliminate the self-insured retention or deductible as respects VTA, its directors, officers, officials, employees and volunteers; or to require RECIPIENT to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Applicable costs resulting therefrom will be borne solely by RECIPIENT. RECIPIENT may request execution of a nondisclosure agreement prior to submission of financial reports.

B. Claims Made Provisions (not applicable to General Liability or Automobile Liability)

Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must provide that:

1. The policy must be in effect as of the date of this AGREEMENT and the retroactive date must be no later than the date of this AGREEMENT.
2. If any policy is not renewed or the retroactive date of such policy is to be changed, RECIPIENT must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must cover at least two (2) years.
3. No prior acts exclusion may be added to the policy during the contract period.
4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. Other Provisions

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

1. General Liability and Automobile Liability

- a. VTA, its directors, officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of RECIPIENT, including VTA's general supervision of RECIPIENT; products and completed operations of RECIPIENT and its subcontractors; premises owned, occupied or used by RECIPIENT; or automobiles owned, leased, hired or borrowed by RECIPIENT. The coverage must contain no special limitations on the scope of protection afforded to VTA, its directors, officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.
- b. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
- c. RECIPIENT's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The General Liability General Aggregate limit must apply per project, not per policy.
- e. The General Liability policy must be endorsed to remove the exclusion for railroad liabilities, with coverage at least as broad as afforded by ISO CG 24 17.

2. All Coverages

- a. The insurer must agree to waive all rights of subrogation against VTA, its directors, officers, officials, employees, and volunteers for losses arising from work performed by RECIPIENT and its subcontractors for VTA.

- b. RECIPIENT's insurance coverage must be primary insurance as respects VTA, its directors, officers, officials, employees, and volunteers. Self-insurance or insurance that may be maintained by VTA, its directors, officers, officials, employees, or volunteers may apply only as excess to RECIPIENT's insurance. RECIPIENT's insurance must not seek contribution from VTA's insurance program.

3. Other Insurance Provisions

- a. The Certificate must disclose the actual amount of the Deductible or Self-Insured Retention
- b. If any coverage forms or endorsements required by this AGREEMENT are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this AGREEMENT, VTA reserves the rights to require RECIPIENT to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.

D. Acceptability of Insurers

Insurance and bonds must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.

E. Certificates of Insurance

RECIPIENT must furnish VTA with a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates must be issued on a standard ACORD Form. The RECIPIENT must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to Insurance.certificates@vta.org. All endorsements must be attached to the ACORD certificate in a single PDF document.

The certificates must (1) identify the insurers, the types of insurance, the insurance limits, the SIRs/deductibles or lack thereof and the policy term, (2) include copies of all the actual policy endorsements required herewith, and (3) in the "Certificate Holder" box include:

Santa Clara Valley Transportation Authority ("VTA")
3331 North First Street
San Jose, CA 95134-1906

In the Description of Operations/Locations/Vehicles/Special Items Box, the VTA Contract number must appear, the list of policies scheduled as underlying on the Umbrella/Excess policy must be listed, Certificate Holder must be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Contract Documents.

It is a condition precedent to award of this AGREEMENT that all insurance certificates and endorsements be received and approved by VTA before AGREEMENT execution. No work may be performed until insurance is in full compliance. VTA reserves the rights to require complete, certified copies of all required insurance policies, at any time.

If RECIPIENT receives notice that any of the insurance policies required by this Exhibit may be cancelled or coverage reduced for any reason whatsoever, RECIPIENT must immediately provide written notice to VTA that such insurance policy required by this Exhibit is canceled or coverage is reduced.

F. Maintenance of Insurance

If RECIPIENT fails to maintain insurance as required herein, VTA, at its option, may suspend payment for work performed and/or may order RECIPIENT to suspend work at RECIPIENT's expense until a new policy of insurance is in effect.

Ed. Rev. 10-1-19



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 04/15/2025

ITEM NO. 8.

ITEM NO: 8

DATE: April 4, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Approve a Resolution Authorizing the Town Manager to Execute a Five-Year Police Services Agreement (July 1, 2025 – June 30, 2030) with the City of Monte Sereno

RECOMMENDATION:

Staff recommends that the Town Council adopt a Resolution authorizing the Town Manager to execute a five-year Police Services Agreement in substantially the form attached (Attachment 1) with the City of Monte Sereno for general law enforcement services.

STRATEGIC PRIORITIES:

This item supports the Core Goal of:

- **Public Safety** – Ensure public safety through proactive community policing, effective emergency response, and community-wide emergency preparedness.

This item supports the Strategic Priority of:

- **Further the Town’s emergency preparedness, resiliency, and response capabilities, particularly in the area of wildfire risk.**
 - This partnership with Monte Sereno expands our overall patrol area and increases staffing resources, thereby strengthening the Town’s ability to respond effectively during emergencies, particularly incidents related to wildfire risks and other significant public safety events.

PREPARED BY: Chris Constantin
Town Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Chief of Police

SUBJECT: Approve a Resolution for Monte Sereno Police Services

DATE: April 15, 2025

FISCAL IMPACT:

The proposed Agreement increases annual revenue by \$322,805, from the current base rate of \$1,135,514 to a new base rate of \$1,458,319 for fiscal year 2025-26. For each subsequent year, the base cost increases by the Consumer Price Index of state and local works plus 2% with a minimum 2% and maximum 7% increase in annual cost to Monte Sereno. Additional provisions within the Agreement cap some liability to Los Gatos and provide a mechanism to recoup investigation costs that are above 700 hours.

BACKGROUND:

Since 1995, the Town of Los Gatos ("Town") has provided law enforcement services through an agreement to the City of Monte Sereno ("City") in a partnership which has been mutually beneficial for both communities.

In 2015, the Town and City executed an amended and restated agreement to change some of the performance and compensation terms for the last 10 years of the original 1995 agreement.

Both communities wish to extend this beneficial partnership beyond the current agreement's expiration on June 30, 2025. Consequently, the Town and City recently completed negotiations on a new five-year Police Services Agreement.

DISCUSSION:

The Town of Los Gatos and the City of Monte Sereno have recently concluded negotiations on a new 5-year Law Enforcement Services Agreement, effective July 1, 2025. This memorandum highlights some of the key changes proposed.

Monte Sereno is about 10% the size of Los Gatos, and law enforcement services are a significant expense. This agreement leverages a mutually beneficial partnership, providing Monte Sereno cost-effective access to comprehensive law enforcement services while allowing Los Gatos to optimize resource allocation and share fixed operational costs, reducing the overall tax burden in providing law enforcement services to both communities.

The Agreement sets the first year base cost to \$1,458,319 which was negotiated in early 2024 and represents an estimated 92% cost recovery based on a model which calculates the incremental benefit of contracting existing services. This is a fair increase from the existing \$1,135,514 to recover Los Gatos costs and to reflect that Monte Sereno agreed to several other cost containment items including:

- Paying the annual operating cost of Flock cameras benefiting both agencies,
- Increased the maximum annual base cost escalator by an additional percentage point,

SUBJECT: Approve a Resolution for Monte Sereno Police Services

DATE: April 15, 2025

- Reduced threshold for billing Monte Sereno for critical incident services costs which are currently a cost to Los Gatos, and
- Transferring risk to Monte Sereno for certain areas that are currently risk exposures of Los Gatos.

Monte Sereno discussed this Agreement at their April 1st Council meeting and intend to approve the Agreement on April 15th. Below is a summary highlighting key changes from the previous (2015) agreement.

Contract Term

- The new agreement establishes a 5-year term (July 1, 2025 – June 30, 2030), with an option for a five-year renewal.
- After the initial three years, termination by either party requires eighteen months' written notice.
- A structured performance review will occur by January 1, 2029, to inform potential renewal.

Financial Terms

- The initial annual base rate is set at \$1,458,319 for FY 2025-26, reflecting current law enforcement service costs and representing approximately 92% cost recovery.
- Annual increases remain tied to the Consumer Price Index plus 2%, with a minimum annual increase of 2% and maximum cap adjusted from 6% to 7%.

Service Provisions

- Patrol officer hours previously fixed at 80 weekly hours will now align with coverage levels provided to Los Gatos, offering more flexibility.
- The scope of services explicitly expands to include administrative support, concealed weapons permit processing, and evidence storage.
- Monte Sereno will retain a portion of the Supplemental Law Enforcement Services Fund (SLESF) to install a local Flock Camera system, with the remaining funds directed to Los Gatos for agreed-upon services. Ongoing operating costs for Flock will remain with Monte Sereno.

Emergency Operations Center (EOC)

- The 240-hour annual usage cap is removed. EOC access will now be provided without hourly restrictions, subject to availability.

Critical Incident Cost Structure

- The threshold for additional billing for extensive service demands due to critical incidents has been lowered from the current 900-hour trigger to 700 hours annually, with notification required at 320 hours. This change ensures equitable cost sharing during extraordinary events.

SUBJECT: Approve a Resolution for Monte Sereno Police Services

DATE: April 15, 2025

Communication and Reporting Enhancements

- The new agreement provides Monte Sereno with service performance data and critical updates equivalent to those provided to Los Gatos, enhancing transparency and oversight.
- It introduces a clearly defined complaint process, including escalation pathways through the Chief of Police and Town Manager, thereby enhancing accountability and responsiveness to performance-related concerns.

Liability and Insurance

- Clearly defined indemnification responsibilities, particularly regarding Monte Sereno's municipal code enforcement and other specified activities.

Payment Terms

- A 10% penalty for payments overdue by more than 60 days is introduced to ensure timely financial compliance. Such a penalty did not exist previously.

Dispute Resolution

- Establishes a clear, structured dispute resolution process requiring mediation before litigation, facilitating collaborative problem-solving.

This agreement represents a thoughtful evolution of our partnership, balancing service quality, financial responsibility, and operational clarity.

CONCLUSION:

This Agreement provides mutual benefits by ensuring continued high-quality law enforcement services, sharing operational costs efficiently, clearly defining responsibilities, and enhancing service transparency and accountability for both Los Gatos and Monte Sereno.

COORDINATION:

This project has been coordinated with the Town Attorney, Police Department, and the City of Monte Sereno.

ENVIRONMENTAL ASSESSMENT:

This action does not constitute a "project" under the California Environmental Quality Act (CEQA) pursuant to **CEQA Guidelines Section 15378(b)(5)** because it involves an administrative activity of government that will not result in direct or indirect physical changes in the environment. Specifically, the authorization to execute a police services agreement is strictly related to the provision of law enforcement services and administrative operations, which do not have the potential for causing significant environmental impacts.

PAGE 5 OF 5

SUBJECT: Approve a Resolution for Monte Sereno Police Services

DATE: April 15, 2025

ITEM NO. 8.

Attachments:

1. Resolution
2. Proposed New Agreement
3. Redline Version of Agreement

DRAFT RESOLUTION

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AUTHORIZING THE TOWN MANAGER TO EXECUTE A POLICE SERVICES AGREEMENT WITH THE CITY OF MONTE SERENO FOR GENERAL LAW ENFORCEMENT SERVICES

WHEREAS, in 1995, the Town of Los Gatos and City of Monte Sereno entered into a Thirty (30) Year Agreement where the Town of Los Gatos would provide general law enforcement services to the City of Monte Sereno; and

WHEREAS, on July 1, 2015, the Town of Los Gatos and City of Monte Sereno entered into an amended and restated agreement to provide law enforcement services through June 30, 2024 to address certain matters resulting in abnormal cost burdens of certain activity; and

WHEREAS, the Town of Los Gatos and City of Monte Sereno which to continue their partnership by entering into a new five-year (5) Agreement for law enforcement services (“Agreement”); and

WHEREAS, this Agreement is entered into pursuant to provisions of Government Code Section 55631-55634, and all other applicable authority; and

WHEREAS, this Agreement is an independent contractor agreement and is not a joint employer arrangement between Monte Sereno and Los Gatos.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Los Gatos does hereby declare, determine, and order as follows:

Section 1. The Town Council of Los Gatos authorizes the Town Manager to sign and execute a Five-Year Law Enforcement Services Agreement in substantially the form attached with the City of Monte Sereno for the period starting July 1, 2025 and ending June 30, 2030.

Section 2. In accordance with Los Gatos Town Code Section 2.30.295, the Town Manager is authorized to take such actions which are necessary to perform on this Agreement, including but not limited to, monitoring performance of law enforcement resources, executing contracts, and ensuring appropriate communication between Los Gatos and Monte Sereno.

Section 3. The Town Clerk and Town Mayor shall certify to the adoption of this Resolution.

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PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the ____ day of _____, 2025, 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

AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE TOWN OF LOS GATOS AND THE CITY OF MONTE SERENO

This Agreement for Law Enforcement Services ("Agreement") is entered into by and between the TOWN OF LOS GATOS ("Los Gatos" hereinafter) and the CITY OF MONTE SERENO ("Monte Sereno" hereinafter) (collectively the "Parties"), both municipal corporations and general law cities located in the County of Santa Clara, State of California.

RECITALS

- A. Los Gatos has its own Los Gatos Police Department ("Department" hereinafter) and Monte Sereno does not.
- B. Monte Sereno has contracted with Los Gatos since 1995 for police services and desires to continue to obtain police services from Los Gatos, as further described in Section 2 below, through an amended and restated contract and provide for police protection within its boundaries pursuant to this Agreement.
- C. This Agreement is entered into pursuant to provisions of California Government Code Sections 55631 through 55634, and any and all other applicable authority.
- D. Los Gatos and Monte Sereno desire to enter into a five (5) year agreement effective with an option to renew once for another five years.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, Los Gatos and Monte Sereno agree as follows:

AGREEMENT

1. GENERAL PROVISIONS.

(a) This Agreement for Law Enforcement Services is effective July 1, 2025, and thereafter the provisions herein supersede and replace any previous agreement or amendments executed by the Parties.

(b) In this Agreement, the word "Chief" means Chief of Police of the Town.

(c) The Chief and their staff shall have sole authority and control over the overall operations and the procedural manner in which the police services are performed under this Agreement. On or before the 1st day of April of each year of this Agreement, the Chief and Town Manager shall consult with the Monte Sereno City Manager on service level issues and the Parties may modify this Agreement by written amendment

signed by both Parties as necessary to meet the needs of Monte Sereno subject to approval by the City and Town Council of each entity.

(d) The Chief or a member of the Chief's staff will attend Monte Sereno City Council meetings on a bi-annual basis and provide performance measures to the City of Monte Sereno City Council. These performance measures shall include crime statistics, response times and traffic enforcement trends and/or significant crime report summaries as well as patrol service hours provided for the prior six month period. In addition, the Chief or a member of the Chief's staff shall submit reports at least quarterly, unless otherwise agreed to by the Parties, to the Monte Sereno City Manager detailing the incidence of crime in the City. Through its City Manager, the City can request a higher level review of reported performance information when there are concerns related to the accuracy of information presented. The review shall first be at the Chief level, and if the response is not satisfactory, the Town Manager or designee will be charged with conducting an escalated review. As appropriate, the Chief or Town Manager will provide a response to the City Manager related to the review.

(e) Los Gatos and Monte Sereno shall cooperate in the preparation and submission of applications for government law enforcement grants for police services in and for the City. Los Gatos and Monte Sereno agree that there is a mutual benefit to such efforts. Los Gatos and Monte Sereno also agree that either may independently pursue grants and shall be individually responsible, therefore.

(f) The Los Gatos Police officers and personnel shall remain employees of the Town. Responsibility for and control over the selection, hiring, training, assignment and discipline of Los Gatos police personnel and other matters incident to the performance of services hereunder and the control of Los Gatos personnel shall remain exclusively within Los Gatos's authority. Formal complaints regarding the conduct of Los Gatos Police personnel may be submitted by an aggrieved party, including the Monte Sereno City Manager, to the Town and will be reviewed in accordance with Town Policy A-22 which relates to complaints against police officers.

(g) Employee relations and related issues, including, but not limited to, Los Gatos employee salaries and benefits, shall be the sole and exclusive responsibility of Los Gatos. As the employer, Los Gatos retains its full rights to make employment

decisions regarding any police officers or police personnel, without any prior notice to Monte Sereno.

2. SERVICE PROVISIONS.

(a) General Services. Los Gatos shall provide police protection services to Monte Sereno for and during the term of this Agreement and any extension or extensions thereof. Services shall be the same as those provided to the Town and include the following:

- (i) The enforcement of State Statutes and Municipal Ordinances of Monte Sereno (with any necessary legal assistance to be provided by counsel for either Los Gatos or Monte Sereno, depending upon where the violation took place), except such Municipal Ordinances of the type which would require special training of officers (e.g. certification in noise measurement, etc.) or of a type of enforcement that is contracted by Los Gatos to a third party or other public agency. Nothing herein contained shall preclude enforcement by Los Gatos personnel of the above-excepted ordinances;
- (ii) Sworn Officer services commensurate with the coverage provided in Los Gatos.^{1*} (Sworn Officers may include the Traffic Sergeant, School Resource Officers², detectives, or other sworn personnel spending directed or discretionary time within Monte Sereno);
- (iii) Intake, processing, evaluation and issuance of concealed carry weapons permits in accordance with City Ordinance;
- (iv) Traffic enforcement^{1*};
- (v) Community Service Officer³ services;

^{1*}This includes activity and patrol time expended in Monte Sereno, and all other related administrative duties including, but not limited to, booking of evidence, report writing, case follow-up for cases originating in Monte Sereno.

² School Resource Officer as defined on the Town of Los Gatos Operations Bureau page available at <https://www.losgatosca.gov/138/Operations-Bureau>.

³ Community Service Officer as defined in the Town of Los Gatos Job Descriptions available at <https://www.losgatosca.gov/419/Job-Descriptions>.

- (vi) Investigations of cases meeting the assignment criteria being used by Los Gatos;
- (vii) 24-hour per day communications services to include:
 - (A) 9-1-1 service;
 - (B) Police dispatching; and
 - (C) After-hours dispatching of non-police services.
- (viii) Police Records Specialist⁴ services;
- (ix) Evidence Storage;
- (x) Administrative support;
- (xi) Collateral Specialty Teams⁵ and Additional Programs/Resources offered in Los Gatos including, but not limited to, investigative resources for both criminal and traffic related scenes and volunteers from various programs;
- (xii) Coordination of police resources in the event of a major disaster or emergency that necessitates the activation of the Emergency Operations Center ("E.O.C.") in the Town, as more specifically detailed in Section 2b below.

(b) Emergency Operations Center. In the event of a major disaster or emergency in Monte Sereno that necessitates the activation of the E.O.C., the Town shall open the E.O.C. for use by Monte Sereno and activate the E.O.C. based on the needs of the disaster. A Department representative shall immediately be dispatched to the E.O.C. and report to the Monte Sereno Director of Emergency Services (City Manager or designee). Either the Chief or a Captain will respond as soon as possible and will assume responsibility of working with Monte Sereno City officials as needed. The Town shall maintain the E.O.C. and the E.O.C. infrastructure.

For the purpose of performing all of the services provided for in this Agreement, Los Gatos shall provide personnel, supervision, communications, equipment and supplies necessary to maintain the services to be rendered; provided, however, if in the sole judgment of the Chief or their designee, an emergency arises in Los Gatos which

⁴ Police Records Specialist as defined in the Town of Los Gatos Job Descriptions available at <https://www.losgatosca.gov/419/Job-Descriptions>.

⁵ Collateral Specialty Teams as provided in the Town of Los Gatos FY 2023-24 Operating Budget available at <https://www.losgatosca.gov/DocumentCenter/View/36220/FY-2023-24-Operating-Budget?bidId=>.

requires temporary diversion of officers and vehicles from Monte Sereno, the same may be diverted to Los Gatos on an emergency basis, and to the extent emergencies in Monte Sereno require additional police support, the Chief or the Chief's staff may divert personnel and vehicles from Los Gatos to Monte Sereno for any emergencies.

(c) In the event of a disaster, any FEMA, CalOES, or other reimbursement or allocation of funds (including litigation settlements or federal or state budget appropriations) associated with the disaster in Monte Sereno and provided to Monte Sereno shall be used, in part, to reimburse the Town for any costs incurred by the Town as a result of responding to the disaster. In any submission for reimbursements or allocations, Monte Sereno shall include Town costs and time.

(d) Communication

- (i) Performance Information. Los Gatos will make available and provide information related to service performance in Monte Sereno to the City Council which is equivalent to the information being provided to the Town Council of Los Gatos.
- (ii) Notifications. Los Gatos will work with Monte Sereno to ensure Monte Sereno is informed of key activity related to the services provided through this Agreement and in a manner equivalent to information provided to the Town Council of Los Gatos. This includes, but is not limited to, major incidents within Monte Sereno, changes to key personnel servicing Monte Sereno such as the Chief, and/or other information which would normally be provided from police operations.

3. AUTHORITY

(a) The authority for assignment, control and discipline of Los Gatos police officers, personnel, and employees and other matters incident to the performance of services by Los Gatos under this Agreement, shall remain with Los Gatos.

(b) Monte Sereno shall designate the Chief as its Chief in order to satisfy the provisions of Part I, Division 3, Title 4 of the California Government Code (sections 36501, et seq.).

4. RESPONSIBILITIES

(a) Monte Sereno shall not be liable for payment of salaries, wages or other forms of compensation to any Los Gatos personnel performing services hereunder, including personnel performing indirect services hereunder, such as police management personnel, watch commanders, background investigators, Community Service Officers, police communications personnel, and police clerical personnel. It is understood and agreed that for such purposes all such Los Gatos personnel performing either direct or indirect services to Monte Sereno hereunder shall be deemed employees of Los Gatos while acting in or for Monte Sereno pursuant to this Agreement. Los Gatos shall maintain Workers' Compensation Insurance and Automobile Insurance covering all Los Gatos personnel and vehicles performing services under this Agreement.

(b) Los Gatos and Monte Sereno each represent and warrant that they are insured, through self-insurance or otherwise, in amounts sufficient to honor their respective indemnification obligations provided in Section 7 below, and that the indemnifying party's insurance coverage shall be the primary insurance as respects the other party. However, the maintenance of such insurance shall in no way reduce the obligation of either party to indemnify, defend, and hold harmless either party or its officers, agents, and employees.

5. PAYMENT FOR SERVICES

(a) A year, for the purposes of this Agreement, is the period beginning on July 1st and ending on June 30th.

(b) Annual Base Rate. For the services outlined in Section 2 above, beginning July 1, 2025, Monte Sereno agrees to pay Los Gatos the annual base rate of \$1,458,319 ("Base Rate"). The Base Rate includes an overhead rate built into annual base amount and includes but is not limited to: personnel costs of 2.0 FTE Officers, supplies, materials, facilities and vehicle costs, as well as administrative time for the Town Attorney, Town Manager's Office, Human Resources Department and Finance Department. Included in

the Base Rate is the cost to maintain the E.O.C. facility, the E.O.C. infrastructure and for activation of the E.O.C. in the event of a disaster or emergency as required in Section 2(b). Any additional services furnished to Monte Sereno in the event of a disaster or emergency are not covered under this Agreement.

(c) Supplemental Law Enforcement Services Fund. In the event the City is awarded monies from the Supplement Law Enforcement Services Fund (SLESF) from the State of California, Monte Sereno will grant those funds to Los Gatos for additional front line police services consistent with the Supplemental Law Enforcement Services Fund program and agreed upon in writing by the Parties within 30 days of receipt of the monies from the State of California. For the 2025 distribution, the Parties agree that Monte Sereno will retain the portion of the SLESF funds necessary to establish the Flock Camera system in Monte Sereno. The remainder will be paid to Los Gatos and used for those services agreed upon by the parties.

(d) Extensive Services. In the event of extensive services, as described in this subsection (d), provided to Monte Sereno due to critical incident(s), Los Gatos will track incident time for these events.

- (i) When it appears to the Chief, in their sole discretion, a single incident or a series of related incidents will involve 320 hours or more Department service hours in a year, the Chief of Police will so inform the Monte Sereno City Manager and discuss the necessary staffing levels to complete all of the associated tasks, including, but not limited to, investigations, records, court filings, and all of required work on the case and/or related cases.
- (ii) If the Department service hours required for a single incident or a series of related incidents reported to the Monte Sereno City Manager as provided in subsection (d)(1) above result in Los Gatos performing more than 700 hours of Department service(s) in a year of the incident or the first incident in a series of related incidents, Los Gatos shall provide Monte Sereno with an accounting of the total service hours broken down between the incidents and the related Department services. and Monte Sereno agrees to pay for any additional services over 320 hours for the incident(s) in a year at the actual cost to Los Gatos to provide the services.

(iii) In instances where total hours equal or exceed 700 hours, Monte Sereno will be invoiced for the cost associated for hours exceeding 320. Such invoice will be payable on the fifteenth (15th) day of the succeeding month from the date of invoice.

(e) Los Gatos shall provide the Monte Sereno City Manager with a monthly statement for 1/12 of the Base Rate and the same shall be due and payable on or before the fifteenth (15th) day of the month next succeeding the month during which any such statement is mailed or delivered. All such statements shall be delivered to Monte Sereno as is specified in Section 7 (b) of this Agreement. Failure to pay within sixty (60) days of the due and payable date shall result in a penalty payment of ten (10) percent of the Base Rate.

(f) The Base Rate set forth in 5(b) shall increase yearly based on the Average Annual Consumer Price Index for benefits for the 12-month period ending December of the proceeding calendar year plus 2%. As such, Parties agree to use the U.S. Department of Labor, Bureau of Labor Statistics Employment Cost Index for State and Local Government Workers. In no event shall the annual increase be less than 2% nor exceed 7%.

(g) In the event of a substantive change in personnel costs to the Town, including, but not limited to, the reduction in Police Department workforce, such that the services provided to Monte Sereno are affected, the Parties may negotiate for amended terms to this Agreement.

(h) E.O.C. Pursuant to Section 2, the E.O.C. is available for Monte Sereno's use as part of this Agreement. Use is defined based on any single occupancy of the facility, regardless of length of time, subject to availability, and Los Gatos staffing resources. Monte Sereno is entitled to first priority to use the E.O.C. second only to Los Gatos. The Monte Sereno City Manager must request the use of the E.O.C. by contacting the Los Gatos Town Manager or designee. Los Gatos retains its full discretion in the use of the E.O.C. In the event the need for the E.O.C. is based on a disaster or emergency that affects Los Gatos and Monte Sereno, the Parties agree to work cooperatively to share the E.O.C. and the E.O.C. infrastructure.

(i) Crime laboratory fees, booking fees, and fees associated with the Santa Clara County Automated Fingerprint System (Cal ID), charged by the County of Santa Clara, or any other city, county or state agency, for incidents originally occurring in Monte Sereno shall be paid by the City, directly to the County of Santa Clara or applicable public agency and are not included in this Agreement.

(j) No other costs of any kind, including but not limited to capital projects, construction, equipment, or unforeseen personnel actions, will be added to the costs of the services unless specifically addressed in this Agreement.

(k) Any and all property acquired by Los Gatos under and pursuant to this Agreement shall be and at all times remain the property and responsibility of Los Gatos without any division or distribution thereof upon termination of this Agreement, except as otherwise agreed upon in writing. Property acquired by Monte Sereno shall remain the property and responsibility of Monte Sereno, except as Monte Sereno cedes such property to Los Gatos for the performance of services under this Agreement.

(l) The consideration provided to be paid to Los Gatos will not result in any surplus money and no monies shall be subject to refund to Monte Sereno at any time during or after the termination of this Agreement, unless there is overpayment.

6. TERM

This Agreement shall be effective July 1, 2025, and be operative through June 30, 2030, subject to the following cancellation provision:

(a) Except as otherwise provided in this subsection (a), the Town commits to providing the services pursuant to Section 2 of this Agreement for a three year period July 1, 2025 – June 30, 2028. During this initial three year period, Los Gatos may, at its option, only terminate this Agreement for cause and if Monte Sereno fails to cure a material breach of this Agreement within a period of 30 calendar days, from the date of Los Gatos's written notice specifying the material breach.

(b) After June 30, 2028, either Los Gatos or Monte Sereno may unilaterally with or without cause terminate this Agreement upon at least eighteen (18) months written notice to the other party.

(c) This Agreement may also be terminated or amended as of any date by written mutual agreement of both Parties.

(d) In the case of termination of this Agreement, Los Gatos will retain and provide the appropriate documents, records, and other information normally maintained by a law enforcement agency and transfer such appropriate documents to Monte Sereno in a reasonable timeline to facilitate Monte Sereno's obligation to perform law enforcement activity.

(e) The Parties agree to meet before January 1, 2029, to evaluate number of calls for service, number of incidents, total hours spent on Monte Sereno cases, use of the cap on Index changes, and other metrics and will determine whether or not to extend the Agreement for an additional five (5) years beginning July 1, 2030 and ending June 30, 2035. If the Parties determine an extension of the Agreement is appropriate, they shall work together to negotiate an amendment or extension to this Agreement which may include any new, mutually agreed upon terms.

7. INDEMNIFICATION

Except as set forth below, each party shall indemnify, defend, and hold harmless the other party for any claim, injury, loss, or damage, including all costs and reasonable attorney's fees, arising out of that party's performance pursuant to this Agreement. This obligation to indemnify, defend, and hold harmless excludes the claims, injuries, loss, or damages arising out of the other party's gross negligence or willful misconduct.

Additionally, Monte Sereno will indemnify, defend, and hold harmless Los Gatos from any claims, injury, loss, or damage, arising out of the following activities:

(a) Enforcement of the Monte Sereno Municipal Code where the primary basis for such claim, injury, loss, or damage is a defect of the Code which is outside the control of Los Gatos or where Los Gatos employees did not materially contribute to such defect during enforcement;

(b) Actions taken by Los Gatos employees where the claim, injury, loss, or damage was due to a condition which was solely due to Monte Sereno's failure to comply with applicable federal, state, or local requirement which rendered any subsequent action indefensible by sole virtue of Monte Sereno's failure.

(c) Vehicle tows conducted in reliance upon the Monte Sereno Municipal Code or Monte Sereno signage, except to the extent such claim is based on the negligence of the towing company or the conduct of the Department;

(d) Law enforcement services provided at public or community meetings in Monte Sereno if specifically directed by the Monte Sereno City Manager, Mayor, or presiding Councilmember but not to the extent such claim is based on the conduct of the police officer; or

(e) Enforcement of permit conditions (e.g., special use permits, temporary use permits, etc.) in Monte Sereno except to the extent such claim is based on the conduct of the police officer.

If indemnification or defense is triggered, the Parties will coordinate with each other in the defense and the indemnifying party shall bear sole responsibility for the cost of defense, penalties or other damages resulting from the claim.

8. INSURANCE

(a) Scope of Insurance: Each party agrees to obtain the minimum scope of insurance described below for the duration of this contract:

- (i) General Liability insurance policy(ies) insuring the entity to an amount not less than: five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage.
- (ii) Each party agrees to provide the other party all certificates of insurance, with original endorsements effecting coverage as applicable, before this contract takes effect.

(b) General Liability:

- (i) Each entity is to be covered as additional insured/additional covered party as respects: liability arising out of activities performed by or on behalf of the entity and premises owned or used by the Consultant.
 - (ii) Each entity's insurance coverage shall be primary insurance as respects the other entity, its elected and appointed officials, employees and agents. Any insurance or self-insurances maintained by the other entity, its elected and appointed officials, employees, or agents, shall be excess of the other entity'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 other entity, its elected and appointed officials, employees or agents.
 - (iv) The 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.
- (c) 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 insured entity. Current certification of such insurance shall be kept on file at all times during the term of this agreement with each entity's Town/City Clerk.
- (d) Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to meet settlement or judgment of any and all claims. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Party.

9. MISCELLANEOUS

(a) No person is intended to or shall be a third party beneficiary to this Agreement.

(b) It is understood that the Town, and its employees, in the performance of the services agreed to be provided hereunder, shall act as and be an independent contractor and not an agent or employee of Monte Sereno.

(c) Any notice required by this Agreement shall be mailed or delivered to the Town of Los Gatos at 110 E. Main Street, Los Gatos, California 95032, Attention: Town Manager and to the City of Monte Sereno, 18041 Saratoga-Los Gatos Road, Monte Sereno, California, 95030, Attention: City Manager. A party's address may be modified by addressee's giving written notice of such modification to the other party calling specific attention to this Agreement.

(d) If any provision of this Agreement shall be held to be invalid, such provision shall be severable and such invalidity shall not impair the validity of any other provision of this Agreement.

(e) This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the Parties.

(f) Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(g) The waiver of either party of any violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same term or condition.

(h) In the case of dispute between the Parties, both Parties shall meet and confer to discuss the dispute and potential remedies. If the meet and confer does not resolve the dispute, both Parties agree the next step would be mediation. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, the Parties agree to

submit the matter to mediation. Mediation shall be conducted within the County of Santa Clara by a mutually agreeable mediator. If the Parties cannot agree upon a mediator within thirty (30) days after either Party has requested mediation, a mediator shall be appointed by the Judicial Arbitration and Mediation Services (JAMS) office located nearest to Santa Clara County. All costs of mediation shall be shared equally by both Parties. The obligation to mediate shall be a condition precedent to the filing of any legal action or proceeding.

(i) In any legal action filed in state or federal court for enforcement of this Agreement, the successful party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled by law.

(j) The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

(k) This Agreement shall be governed by and interpreted in accordance with California law.

(l) The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

CITY OF MONTE SERENO

TOWN OF LOS GATOS

Date

Date

APPROVED AS TO FORM

APPROVED AS TO FORM

Office of the City Attorney

Office of the Town Attorney
ATTEST

Town Clerk

DRAFT

AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE TOWN OF LOS GATOS AND CITY OF MONTE SERENO

This Agreement for Law Enforcement Services ("Agreement") is entered into by and between the TOWN OF LOS GATOS ("Los Gatos" hereinafter) and the CITY OF MONTE SERENO ("Monte Sereno" hereinafter) (collectively the "Parties"), both municipal corporations and general law cities located in the County of Santa Clara, State of California.

RECITALS

- A. Los Gatos has its own Los Gatos Police Department ("Department" hereinafter) and Monte Sereno does not.
- B. Monte Sereno has contracted with Los Gatos since 1995 for police services and desires to continue to obtain police services from Los Gatos, as further described in Section 2 below, through an amended and restated contract and provide for police protection within its boundaries pursuant to this Agreement.
- C. This Agreement is entered into pursuant to provisions of California Government Code Sections 55631 through 55634, and any and all other applicable authority.
- D. Los Gatos and Monte Sereno desire to enter into a five (5) year agreement effective with an option to renew once for another five years.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, Los Gatos and Monte Sereno agree as follows:

AGREEMENT

1. GENERAL PROVISIONS.

(a) This Agreement for Law Enforcement Services is effective July 1, 2025, and thereafter the provisions herein supersede and replace any previous agreement or amendments executed by the Parties.

(b) In this Agreement, the word "Chief" means Chief of Police of the Town.

(c) The Chief and their staff shall have sole authority and control over the overall operations and the procedural manner in which the police services are performed under this Agreement. On or before the 1st day of April of each year of this Agreement, the Chief and Town Manager shall consult with the Monte Sereno City Manager on service level issues and the Parties may modify this Agreement by written amendment

signed by both Parties as necessary to meet the needs of Monte Sereno subject to approval by the City and Town Council of each entity.

(d) The Chief or a member of the Chief's staff will attend Monte Sereno City Council meetings on a bi-annual basis and provide performance measures to the City of Monte Sereno City Council. These performance measures shall include crime statistics, response times and traffic enforcement trends and/or significant crime report summaries as well as patrol service hours provided for the prior six month period. In addition, the Chief or a member of the Chief's staff shall submit reports at least quarterly, unless otherwise agreed to by the Parties, to the Monte Sereno City Manager detailing the incidence of crime in the City. Through its City Manager, the City can request a higher level review of reported performance information when there are concerns related to the accuracy of information presented. The review shall first be at the Chief level, and if the response is not satisfactory, the Town Manager or designee will be charged with conducting an escalated review. As appropriate, the Chief or Town Manager will provide a response to the City Manager related to the review.

(e) Los Gatos and Monte Sereno shall cooperate in the preparation and submission of applications for government law enforcement grants for police services in and for the City. Los Gatos and Monte Sereno agree that there is a mutual benefit to such efforts. Los Gatos and Monte Sereno also agree that either may independently pursue grants and shall be individually responsible, therefore.

(f) The Los Gatos Police officers and personnel shall remain employees of the Town. Responsibility for and control over the selection, hiring, training, assignment and discipline of Los Gatos police personnel and other matters incident to the performance of services hereunder and the control of Los Gatos personnel shall remain exclusively within Los Gatos's authority. Formal complaints regarding the conduct of Los Gatos Police personnel may be submitted by an aggrieved party, including the Monte Sereno City Manager, to the Town and will be reviewed in accordance with Town Policy A-22 which relates to complaints against police officers.

(g) Employee relations and related issues, including, but not limited to, Los Gatos employee salaries and benefits, shall be the sole and exclusive responsibility of Los Gatos. As the employer, Los Gatos retains its full rights to make employment

decisions regarding any police officers or police personnel, without any prior notice to Monte Sereno.

2. SERVICE PROVISIONS.

A(a)- General Services. Los Gatos shall provide police protection services to Monte Sereno for and during the term of this Agreement and any extension or extensions thereof. Services shall be the same as those provided to the Town and include the following:

- (i) The enforcement of State Statutes and Municipal Ordinances of Monte Sereno (with any necessary legal assistance to be provided by counsel for either Los Gatos or Monte Sereno, depending upon where the violation took place), except such Municipal Ordinances of the type which would require special training of officers (e.g. certification in noise measurement, etc.) or of a type of enforcement that is contracted by Los Gatos to a third party or other public agency. Nothing herein contained shall preclude enforcement by Los Gatos personnel of the above-excepted ordinances;
- (ii) Sworn Officer services commensurate with the coverage provided in Los Gatos.^{1*}(Sworn Officers may include the Traffic Sergeant, School Resource Officers², detectives, or other sworn personnel spending directed or discretionary time within Monte Sereno);
- (iii) Intake, processing, evaluation and issuance of concealed carry weapons permits in accordance with City Ordinance;
- (iv) Traffic enforcement^{1*};
- (v) Community Service Officer³ services;
- (vi) Investigations of cases meeting the assignment criteria being used by Los Gatos;

^{1*}This includes activity and patrol time expended in Monte Sereno, and all other related administrative duties including, but not limited to, booking of evidence, report writing, case follow-up for cases originating in Monte Sereno.

² School Resource Officer as defined on the Town of Los Gatos Operations Bureau page available at <https://www.losgatosca.gov/138/Operations-Bureau>.

³ Community Service Officer as defined in the Town of Los Gatos Job Descriptions available at <https://www.losgatosca.gov/419/Job-Descriptions>.

- (vii) 24-hour per day communications services to include:
 - (A) 9-1-1 service;
 - (B) Police dispatching; and
 - (C) After-hours dispatching of non-police services.
- (viii) Police Records Specialist⁴ services;
- (ix) Evidence Storage;
- (x) Administrative support;
- (xi) Collateral Specialty Teams⁵ and Additional Programs/Resources offered in Los Gatos including, but not limited to, investigative resources for both criminal and traffic related scenes and volunteers from various programs;
- (xii) Coordination of police resources in the event of a major disaster or emergency that necessitates the activation of the Emergency Operations Center ("E.O.C.") in the Town, as more specifically detailed in Section 2b below.

B-(b) Emergency Operations Center. In the event of a major disaster or emergency in Monte Sereno that necessitates the activation of the E.O.C., the Town shall open the E.O.C. for use by Monte Sereno and activate the E.O.C. based on the needs of the disaster. A Department representative shall immediately be dispatched to the E.O.C. and report to the Monte Sereno Director of Emergency Services (City Manager or designee). Either the Chief or a Captain will respond as soon as possible and will assume responsibility of working with Monte Sereno City officials as needed. The Town shall maintain the E.O.C. and the E.O.C. infrastructure.

For the purpose of performing all of the services provided for in this Agreement, Los Gatos shall provide personnel, supervision, communications, equipment and supplies necessary to maintain the services to be rendered; provided,; however, if in the sole judgment of the Chief or their designee, an emergency arises in Los Gatos which requires temporary diversion of officers and vehicles from Monte Sereno, the same may be diverted to Los Gatos on an emergency basis, and to the extent emergencies in Monte

⁴ Police Records Specialist as defined in the Town of Los Gatos Job Descriptions available at <https://www.losgatosca.gov/419/Job-Descriptions>.

⁵ Collateral Specialty Teams as provided in the Town of Los Gatos FY 2023-24 Operating Budget available at <https://www.losgatosca.gov/DocumentCenter/View/36220/FY-2023-24-Operating-Budget?bidId=>.

Sereno require additional police support, the Chief or the Chief's staff may divert personnel and vehicles from Los Gatos to Monte Sereno for any emergencies.

~~C-(c)~~ In the event of a disaster, any FEMA, CalOES, or other reimbursement or allocation of funds (including litigation settlements or federal or state budget appropriations) associated with the disaster in Monte Sereno and provided to Monte Sereno shall be used, in part, to reimburse the Town for any costs incurred by the Town as a result of responding to the disaster. In any submission for reimbursements or allocations, Monte Sereno shall include Town costs and time.

~~D-(d)~~ Communication

- (i) ~~(a)~~ Performance Information. Los Gatos will make available and provide information related to service performance in Monte Sereno to the City Council which is equivalent to the information being provided to the Town Council of Los Gatos.
- (ii) ~~(b)~~ Notifications. Los Gatos will work with Monte Sereno to ensure Monte Sereno is informed of key activity related to the services provided through this Agreement and in a manner equivalent to information provided to the Town Council of Los Gatos. This includes, but is not limited to, major incidents within Monte Sereno, changes to key personnel servicing Monte Sereno such as the Chief, and/or other information which would normally be provided from police operations.

3. AUTHORITY

(a) The authority for assignment, control and discipline of Los Gatos police officers, personnel, and employees and other matters incident to the performance of services by Los Gatos under this Agreement, shall remain with Los Gatos.

(b) Monte Sereno shall designate the Chief as its Chief in order to satisfy the provisions of Part I, Division 3, Title 4 of the California Government Code (sections 36501, et seq.).

4. RESPONSIBILITIES

(a) Monte Sereno shall not be liable for payment of salaries, wages or other forms of compensation to any Los Gatos personnel performing services hereunder, including personnel performing indirect services hereunder, such as police management personnel, watch commanders, background investigators, Community Service Officers, police communications personnel, and police clerical personnel. It is understood and agreed that for such purposes all such Los Gatos personnel performing either direct or indirect services to Monte Sereno hereunder shall be deemed employees of Los Gatos while acting in or for Monte Sereno pursuant to this Agreement. Los Gatos shall maintain Workers' Compensation Insurance and Automobile Insurance covering all Los Gatos personnel and vehicles performing services under this Agreement.

(b) Los Gatos and Monte Sereno each represent and warrant that they are insured, through self-insurance or otherwise, in amounts sufficient to honor their respective indemnification obligations provided in Section 7 below, and that the indemnifying party's insurance coverage shall be the primary insurance as respects the other party. However, the maintenance of such insurance shall in no way reduce the obligation of either party to indemnify, defend, and hold harmless either party or its officers, agents, and employees.

5. PAYMENT FOR SERVICES

(a) A year, for the purposes of this Agreement, is the period beginning on July 1st and ending on June 30th.

(b) Annual Base Rate. For the services outlined in Section 2 above, beginning July 1, 2025, Monte Sereno agrees to pay Los Gatos the annual base rate of \$1,458,319 ("Base Rate"). The Base Rate includes an overhead rate built into annual base amount and includes but is not limited to: personnel costs of 2.0 FTE Officers, supplies, materials, facilities and vehicle costs, as well as administrative time for the Town Attorney, Town Manager's Office, Human Resources Department and Finance Department. Included in the Base Rate is the cost to maintain the E.O.C. facility, the E.O.C. infrastructure and for activation of the E.O.C. in the event of a disaster or emergency as required in Section

2(b). Any additional services furnished to Monte Sereno in the event of a disaster or emergency are not covered under this Agreement.

(c) Supplemental Law Enforcement Services Fund. In the event the City is awarded monies from the Supplement Law Enforcement Services Fund (SLESF) from the State of California, Monte Sereno will grant those funds to Los Gatos for additional front line police services consistent with the Supplemental Law Enforcement Services Fund program and agreed upon in writing by the Parties within 30 days of receipt of the monies from the State of California. For the 2025 distribution, the Parties agree that Monte Sereno will retain the portion of the SLESF funds necessary to establish the Flock Camera system in Monte Sereno. The remainder will be paid to Los Gatos and used for those services agreed upon by the parties.

(d) Extensive Services. In the event of extensive services, as described in this subsection (d), provided to Monte Sereno due to critical incident(s), Los Gatos will track incident time for these events.

- (i) ~~1.~~ When it appears to the Chief, in their sole discretion, a single incident or a series of related incidents will involve 320 hours or more Department service hours in a year, the Chief of Police will so inform the Monte Sereno City Manager and discuss the necessary staffing levels to complete all of the associated tasks, including, but not limited to, investigations, records, court filings, and all of required work on the case and/or related cases.
- (ii) ~~2.~~ If the Department service hours required for a single incident or a series of related incidents reported to the Monte Sereno City Manager as provided in subsection (d)(1) above result in Los Gatos performing more than 700 hours of Department service(s) in a year of the incident or the first incident in a series of related incidents, Los Gatos shall provide Monte Sereno with an accounting of the total service hours broken down between the incidents and the related Department services. and Monte Sereno agrees to pay for any additional services over 320 hours for the incident(s) in a year at the actual cost to Los Gatos to provide the services.
- (iii) ~~3.~~ In instances where total hours equal or exceed 700 hours, Monte Sereno will be invoiced for the cost associated for hours exceeding 320. Such

invoice will be payable on the fifteenth (15th) day of the succeeding month from the date of invoice.

(e) Los Gatos shall provide the Monte Sereno City Manager with a monthly statement for 1/12 of the Base Rate and the same shall be due and payable on or before the fifteenth (15th) day of the month next succeeding the month during which any such statement is mailed or delivered. All such statements shall be delivered to Monte Sereno as is specified in Section 7 (b) of this Agreement. Failure to pay within sixty (60) days of the due and payable date shall result in a penalty payment of ten (10) percent of the Base Rate.

(f) The Base Rate set forth in 5(b) shall increase yearly based on the Average Annual Consumer Price Index for benefits for the 12-month period ending December of the proceeding calendar year plus 2%. ~~As such, Parties agree to use the U.S. Department of Labor, Bureau of Labor Statistics Employment Cost Index for State and Local Government Workers. In no event shall the annual increase be less than 23% nor exceed 7.0 percent%.~~

(g) In the event of a substantive change in personnel costs to the Town, including, but not limited to, the reduction in Police Department workforce, such that the services provided to Monte Sereno are affected, the Parties may negotiate for amended terms to this Agreement.

(h) E.O.C. Pursuant to Section 2, the E.O.C. is available for Monte Sereno's use as part of this Agreement. Use is defined based on any single occupancy of the facility, regardless of length of time, subject to availability, and Los Gatos staffing resources. Monte Sereno is entitled to first priority to use the E.O.C. second only to Los Gatos. The Monte Sereno City Manager must request the use of the E.O.C. by contacting the Los Gatos Town Manager or designee. Los Gatos retains its full discretion in the use of the E.O.C. In the event the need for the E.O.C. is based on a disaster or emergency that affects Los Gatos and Monte Sereno, the Parties agree to work cooperatively to share the E.O.C. and the E.O.C. infrastructure.

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(k) Any and all property acquired by Los Gatos under and pursuant to this Agreement shall be and at all times remain the property and responsibility of Los Gatos without any division or distribution thereof upon termination of this Agreement, except as otherwise agreed upon in writing. Property acquired by Monte Sereno shall remain the property and responsibility of Monte Sereno, except as Monte Sereno cedes such property to Los Gatos for the performance of services under this Agreement.

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(b) After June 30, 2028, either Los Gatos or Monte Sereno may unilaterally with or without cause terminate this Agreement upon at least eighteen (18) months written notice to the other party.

(c) This Agreement may also be terminated or amended as of any date by written mutual agreement of both Parties.

(d) In the case of termination of this Agreement, Los Gatos will retain and provide the appropriate documents, records, and other information normally maintained

by a law enforcement agency and transfer such appropriate documents to Monte Sereno in a reasonable timeline to facilitate Monte Sereno's obligation to perform law enforcement activity.

(e) The Parties agree to meet before January 1, 2029, to evaluate number of calls for service, number of incidents, total hours spent on Monte Sereno cases, use of the cap on Index changes, and other metrics and will determine whether or not to extend the Agreement for an additional five (5) years beginning July 1, 2030 and ending June 30, 2035. If the Parties determine an extension of the Agreement is appropriate, they shall work together to negotiate an amendment or extension to this Agreement which may include any new, mutually agreed upon terms.

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Additionally, Monte Sereno will indemnify, defend, and hold harmless Los Gatos from any claims, injury, loss, or damage, arising out of the following activities:

(a) Enforcement of the Monte Sereno Municipal Code where the primary basis for such claim, injury, loss, or damage is a defect of the Code which is outside the control of Los Gatos or where Los Gatos employees did not materially contribute to such defect during enforcement;

(b) Actions taken by Los Gatos employees where the claim, injury, loss, or damage was due to a condition which was solely due to Monte Sereno's failure to comply with applicable federal, state, or local requirement which rendered any subsequent action indefensible by sole virtue of Monte Sereno's failure.

(c) Vehicle tows conducted in reliance upon the Monte Sereno Municipal Code or Monte Sereno signage, except to the extent such claim is based on the negligence of the towing company or the conduct of the Department;

(d) Law enforcement services provided at public or community meetings in Monte Sereno if specifically directed by the Monte Sereno City Manager, Mayor, or presiding Councilmember but not to the extent such claim is based on the conduct of the police officer; or

(e) Enforcement of permit conditions (e.g., special use permits, temporary use permits, etc.) in Monte Sereno except to the extent such claim is based on the conduct of the police officer.

If indemnification or defense is triggered, the Parties will coordinate with each other in the defense and the indemnifying party shall bear sole responsibility for the cost of defense, penalties or other damages resulting from the claim.

8. INSURANCE

(a) **a.** Scope of Insurance: Each party agrees to obtain the minimum scope of insurance described below for the duration of this contract:

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- (ii) Each party agrees to provide the other party all certificates of insurance, with original endorsements effecting coverage as applicable, before this contract takes effect.

(b) ~~b.~~ General Liability:

- (i) ~~i.~~ Each entity is to be covered as additional insured/additional covered party as respects: liability arising out of activities performed by or on behalf of the entity and premises owned or used by the Consultant.

- (ii) ~~ii-~~ Each entity's insurance coverage shall be primary insurance as respects the other entity, its elected and appointed officials, employees and agents. Any insurance or self-insurances maintained by the other entity, its elected and appointed officials, employees, or agents, shall be excess of the other entity's insurance and shall not contribute with it.
- (iii) ~~iii-~~ Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the other entity, its elected and appointed officials, employees or agents.
- (iv) ~~iv-~~ The 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.

~~(c)C-~~ 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 insured entity. Current certification of such insurance shall be kept on file at all times during the term of this agreement with each entity's Town/City Clerk.

~~(d)~~ d- Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to meet settlement or judgment of any and all claims. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Party.

9. MISCELLANEOUS

(a) No person is intended to or shall be a third party beneficiary to this Agreement.

(b) It is understood that the Town, and its employees, in the performance of the services agreed to be provided hereunder, shall act as and be an independent contractor and not an agent or employee of Monte Sereno.

(c) Any notice required by this Agreement shall be mailed or delivered to the Town of Los Gatos at 110 E. Main Street, Los Gatos, California 95032, Attention: Town Manager and to the City of Monte Sereno, 18041 Saratoga-Los Gatos Road, Monte Sereno, California, 95030, Attention: City Manager. A party's address may be modified by addressee's giving written notice of such modification to the other party calling specific attention to this Agreement.

(d) If any provision of this Agreement shall be held to be invalid, such provision shall be severable and such invalidity shall not impair the validity of any other provision of this Agreement.

(e) This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the Parties.

(f) Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(g) The waiver of either party of any violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same term or condition.

(h) In the case of dispute between the Parties, both Parties shall meet and confer to discuss the dispute and potential remedies. If the meet and confer does not resolve the dispute, both Parties agree the next step would be mediation. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, the Parties agree to submit the matter to mediation. Mediation shall be conducted within the County of Santa Clara by a mutually agreeable mediator. If the Parties cannot agree upon a mediator within thirty (30) days after either Party has requested mediation, a mediator shall be appointed by the Judicial Arbitration and Mediation Services (JAMS) office located

nearest to Santa Clara County. All costs of mediation shall be shared equally by both Parties. The obligation to mediate shall be a condition precedent to the filing of any legal action or proceeding.

(i) In any legal action filed in state or federal court for enforcement of this Agreement, the successful party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled by law.

(j) The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

(k) This Agreement shall be governed by and interpreted in accordance with California law.

(l) The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

CITY OF MONTE SERENO

TOWN OF LOS GATOS

Date

Date

APPROVED AS TO FORM

APPROVED AS TO FORM

Office of the City Attorney

Office of the Town Attorney

ATTEST

Town Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 04/15/2025

ITEM NO. 9.

ITEM NO: 9

DATE: April 15, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Approve a Temporary Suspension of the Youth Commission Interview Schedule Provision in Council Policy 2-11, "Residency and Attendance Requirements, and Establishing a Quorum," in Procedures Section A.2, Due to Meeting Time Constraints, and Allow the Interviews to Occur in August

RECOMMENDATION:

Approve a temporary suspension of the Youth Commission interview schedule provision in Policy 2-11 Council Policy 2-11, "Residency and Attendance Requirements, and Establishing a Quorum," in Procedures Section A.2, due to meeting time constraints, and allow the interviews to occur in August.

BACKGROUND:

As outlined in Council Policy 2-11 "Residency and Attendance Requirements, and Establishing a Quorum," in Procedures Section A.2, the recruitment procedures for the Youth Commission, requires the Town Clerk to schedule the Youth Commission interviews as follows:

"Interviews and appointments for Youth Commissioners shall occur by the fourth Wednesday in May, no earlier than 4:00 p.m."

This provision was originally designed to align with the academic calendar and provide consistent timing for youth appointments. However, due to ongoing constraints related to staff and Council availability, it has become increasingly difficult this year to schedule and conduct interviews within this narrow window.

DISCUSSION:

The current year has presented challenges in identifying available meeting times for the Youth

PREPARED BY: Wendy Wood
Town Clerk

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

PAGE 2 OF 2

SUBJECT: Approve a Temporary Suspension of Youth Commissioner Interview Schedule
Provision and Allow the Interviews to Occur in August

DATE: April 15, 2025

Commission interviews. Due to overlapping commitments and limited calendar availability during May, adhering to the existing scheduling will be difficult this year.

To address scheduling limitations, staff recommends suspending the May interview requirement for this year and allowing the interview to be held in August 2025. This action will allow for proper coordination with all interviewers and provide additional time for outreach and application review. Holding the interviews in August will still allow newly appointed Commissioners adequate time to receive clarity on their roles and responsibilities. This temporary adjustment applies only to the 2025 recruitment cycle unless extended by further Council action.

CONCLUSION:

Temporarily suspending the May scheduling provision and scheduling requirement in August will allow the Town to move forward with Youth Commission interviews in a timely and flexible manner while still maintaining fairness and transparency in the appointment process.

COORDINATION:

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

FISCAL IMPACT:

There is no fiscal impact associated with this report.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Council Policy 2-11, "Residency and Attendance Requirements, and Establishing a Quorum"



TITLE: Residency and Attendance Requirements, and Establishing a Quorum

POLICY NUMBER: 2-11

EFFECTIVE DATE: 2/28/1990

PAGES: 7

ENABLING ACTIONS:

REVISED DATES: 6/13/1994; 6/16/2014; 4/7/2015; 10/18/2016; 2/21/2017; 2/6/2018; 3/19/19; 9/3/2019; 6/1/2021; 12/7/21, 3/15/22, 8/2/22; 9/20/22; 10/03/23; 11/21/23; 3/5/2024

APPROVED:

PURPOSE

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

SCOPE

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

POLICY

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

To ensure the greatest possible participation by the public, no person shall be appointed to more than one Commission except in those cases where they are ex-officio members of other Boards, Commissions, and Committees, or Commission members (hereinafter referred to as "Commissioners") serving as representatives of their Commission who have been appointed by the Town Council.

RESIDENCY REQUIREMENTS

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

Youth Commission:

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

Diversity, Equity, and Inclusion Commission:

Membership composition shall be as outlined in the Commission's enabling resolution and includes a Los Gatos business owner/employee, faith leader who leads a congregation in Los Gatos, and Los Gatos non-profit employee who may or may not reside in Los Gatos.

ATTENDANCE REQUIREMENTS

1. All members of all appointive Commissions should attend all regular and special meetings of said Commissions.
2. Consistent with the Town Council's summer recess, Commissions will not schedule a regular meeting in the month of July to allow time for vacations. Nothing in this policy will prohibit staff from scheduling a special meeting to address urgent Town business.
3. Any member not in attendance at a regular meeting of said Commissions for at least 70% of the duration of the meeting shall be considered absent. To allow Commissioners to plan ahead to meet the 70% requirement, there will be a two-hour time limit for a regular Commission meeting with the exception of the Planning Commission and the Historic Preservation Committee and meetings containing discussion regarding the Town's annual budget.
4. A Commissioner shall be deemed to have automatically surrendered their office if they have either:
 - a. Three consecutive unexcused absences from the regular meetings of the Commission; or
 - b. Unexcused absences totaling more than twenty percent* of the total number of scheduled regular meetings in any calendar year;* or

- c. Absences, whether excused or unexcused, totaling more than thirty-five percent* of the total number of scheduled regular meetings in that calendar year.**
- 5. Excused absences shall be limited to those which meet both of the following requirements:
 - a. The absent Commissioner must have informed the chair and the staff liaison to the Commission of their intended absence prior to the scheduled meeting. (Failure to inform the chair and the staff liaison prior to the meeting shall result in an unexcused absence unless an unusual circumstance prevents advance notice.); and
 - b. The following shall be considered an excused absence:
 - i. An absence due to illness of the Commissioner; or
 - ii. An absence due to a medical emergency of the Commissioner or the Commissioner's family member or loved one; or
 - iii. An absence due to the Commissioner's need to provide direct caregiving related to the illness of the Commissioner's family member or loved one; or
 - iv. An absence due to the death of a Commissioner's family member or loved one; or
 - v. An absence because a Commissioner is away on authorized commission business; or
 - vi. An absence due to required military service; or
 - vii. An absence related to Federal and State Family Leave.
- 6. For all Commissions other than the Finance Commission, vacant positions shall be filled by appointment by a majority vote of the Town Council, for a term equal to the unexpired portion of the office vacated. Any member removed from office due to non-attendance may re-apply to serve on a Town Commission but will not be treated as an incumbent in any subsequent application to the same Commission.

* Percentages will be rounded to the nearest whole number using standard rounding rules (less than .5 will round down and .5 or more will round up) and if the Commissioner was appointed to fill a vacancy, more than twenty percent of the total number of remaining scheduled regular meetings in that calendar year.

** A calendar year is defined as January 1 through December 31. Any absence that causes the cancellation of a regular meeting due to lack of a quorum shall be counted as an absence for the Commissioner. A regular meeting shall not be cancelled and replaced with a special meeting in order to alleviate an absence by a Commissioner.

QUORUM REQUIREMENTS

The number of members needed to constitute a quorum on any Town Commission shall be a majority of the Commission.

PROCEDURES

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

Responsibility and Actions: Town Clerk

A. Annual Recruitments

Adult Commissioners' terms begin on January 1 and end on December 31, Youth Commissioners' terms begin on September 1 and end on May 31. The Town Clerk shall perform the following duties in conducting an annual recruitment for Commissioners:

1. Notify Town Council of vacancies on Commissions by indicating the names of the Commissions, the number of terms expiring or being vacated, names of individual(s) with expiring terms or vacating seats, advertising periods (at least 30 days) and the date of interview.
2. Advertise the vacancies, including the application deadline and the interview date. Interviews and appointments for Adult Commissioners shall occur after annual Mayor and Vice Mayor selection, and in the case of election years, after new Council Members have been seated. Interviews and appointments for Youth Commissioners shall occur by the fourth Wednesday in May, no earlier than 4:00 p.m.
3. Prepare and maintain easily understood applications for appointment to Commissions. Applications shall include the following policy information:
 - a. Prior to initial appointment to any Commission, non-incumbent applicants must be interviewed by the Town Council, with the exception of the Finance Commission which will be interviewed by the appointing Council Member. The applications of those not interviewed will be held for the next recruitment.
 - b. If an incumbent Commissioner is requesting reappointment to the same Commission and is not available to be interviewed, the incumbent may submit a letter prior to the interviews, describing the reason why the applicant cannot be present via teleconference or in person for the interview, and why the applicant should be reappointed to the Commission.
 - c. Submission deadlines are mandatory; no exceptions are permitted.
4. Applications:
 - a. *For adult applicants* — Accept applications, verify eligibility, and distribute copies of the applications of eligible applicants to the Town Council prior to the interviews for appointment.
 - b. *For student applicants* — Accept applications, verify eligibility, and distribute copies of the applications of eligible applicants to the Town Council Selection Committee, consisting of the Mayor, Vice Mayor, Police Chief, and Youth Commission Chair (if not reapplying), prior to the interviews for appointment.
5. Notify the applicant by letter or email as to the date and time of the interview and provide the option for an in person or teleconference interview.

6. Facilitate the Council voting process set forth below by informing the Council as to how many votes are possible on each Commission, calling out applicants' names, and identifying the applicants receiving sufficient votes for appointment. This voting process does not apply to Youth Commission or Finance Commission applicants.
7. Applicants:
 - a. *For adult applicants* — After the interviews and the Council votes are completed, notify all applicants of the Council's action, and explain the Town's policy of keeping applications active for one year with notification of subsequent openings on that Commission to the interested applicants.
 - b. *For Youth Commission applicants* — After the interviews are completed, notify all applicants of the Council Committee's action, and prepare a staff report for the Town Council to ratify the Committee's appointment at the first Town Council meeting in June.

Interview Process

To ensure the interview process is consistent, fair, and equitable, each applicant shall be asked the same standard questions, as provided below. Notwithstanding, no Council Member shall be prevented from asking appropriate questions of applicants.

1. If appointed, what ideas would you like to see the Commission explore?
2. Please expand beyond the written response on your application: your experience, interest, and/or expertise that you feel would be most useful to the Commission.
3. Please elaborate on any written response provided in the application to assist the Council learn more about you.
4. If you did not answer any of the questions on the application, please explain why.

The standard questions are limited in number to allow an applicant sufficient time to respond. While the intent is for each Council Member to be able to ask one question of each applicant, the Council may decide not to ask all of the provided questions, change the order of the questions, or rotate which Council member asks a specific question. Applicants will be given a two-minute time limit to answer each question.

Balloting Process

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

1. The Town Clerk shall provide a ballot to each Town Council member listing the names of all applicants and "None of the above" for each respective Commission. Prior to the vote, the Town Clerk shall publicly announce the position vacancy and all applicant names that are listed on the ballot.

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

B. Mid-Term Recruitments

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

Responsibility and Action: Applicant

1. Read the Commission Appointments, Residency and Attendance Requirements, and Establishing a Quorum Policy, complete and submit to the Town Clerk the application for appointment to a Town Commission by the advertised deadline date and time.
2. *For adult applicants:* Attend the Council meeting to be interviewed for the Commission appointment. The applicant is required to notify the Town Clerk no later than 4:00 p.m. three business days before the scheduled interview date whether they will not attend in person or via teleconference.
3. *For student applicants:* Attend the Council Selection Committee interview session. The applicant is required to notify the Town Clerk no later than 4:00 p.m. the three business days

before the scheduled interview date whether they will not attend in person or via teleconference.

4. If an incumbent Commissioner is requesting reappointment to the same Commission and is not available on the date of the interview, the incumbent must submit a letter by 4:00 p.m. the three business days prior to the interviews, describing the reason why the applicant cannot be present via teleconference or in person for the interview, and why the applicant should be reappointed to the Commission.
5. If appointed, prior to starting the Commission term, appointees are required to attend a Commissioner Orientation and take the "Oath of Office."
6. Attend Commission meetings once term begins.
7. Read the Commissioners' Handbook available online.

Responsibility and Action: Town Council

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

REAPPOINTMENT GUIDELINES

An individual who has been removed from a Commission for the following reasons, may not be reappointed:

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

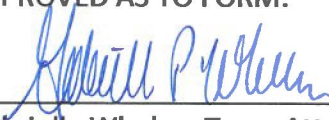
CONFLICT OF INTEREST

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

with the Fair Political Practice Act regulations, they should avoid the appearance of a conflict of interest.

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

APPROVED AS TO FORM:



Gabrielle Whelan, Town Attorney



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 04/15/2025

ITEM NO: 10

ITEM NO. 10.

DATE: April 10, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Accept a Report on the Status of the Town's Vacancies, Recruitments, and Retention Efforts Pursuant to Assembly Bill 2561

RECOMMENDATION:

Accept the report regarding the status of the Town's vacancies, recruitments, and retention efforts pursuant to Assembly Bill (AB) 2561.

BACKGROUND:

Effective January 1, 2025, AB 2561 added Government Code section 3502.3 to the Meyers-Milias-Brown Act – the body of law that governs collective bargaining and labor relations at the local government level.

The new law requires local government agencies to comply with the following:

- (1) Hold a public hearing before the governing body at least once per fiscal year and present the status of vacancies, recruitment and retention efforts, and identify any necessary changes to policies, procedures, and recruitment activities that may resolve obstacles in the hiring process; if the governing body will be adopting an annual budget during the fiscal year, the presentation shall be made prior to the adoption of the final budget;
- (2) Hold a public hearing and present additional information regarding vacancies, if the vacancy rate in a bargaining unit is at least 20%; and
- (3) Allow recognized employee organizations for bargaining units to make presentations at the hearing.

PREPARED BY: Cheryl Parkman
Human Resources Director

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

SUBJECT: Status of Town's Vacancies, Recruitments, and Retention Efforts Pursuant to
Assembly Bill 2561

DATE: April 10, 2025

Whenever the vacancy rate reaches or exceeds 20% of the total number of authorized full-time positions within a single bargaining group, the new law requires local government agencies to provide additional information upon request of the bargaining unit, including the total number of job vacancies within the bargaining unit; the total number of applicants for the vacant positions within the bargaining unit; the average number of days to complete the hiring process from when a position is posted; and opportunities to improve compensation and other working conditions.

This staff report contains the necessary information to comply with AB 2561.

DISCUSSION:

Status of Town's Vacancies

As of March 31, 2025, the vacancy rate for the Town of Los Gatos was 7.82%. Please note that this figure is based on the full-time equivalent positions as reported in the Fiscal Year 2024-2025 Operating Budget with the addition of the full-time Emergency Manager position added in February 2025. Below is a comparison of the current Fiscal Year's vacancy rate to the last four years, measured as of June 30th of each year unless otherwise noted. The Town's vacancy rate remained steady over the past Fiscal Year which was a result of directed recruiting efforts through online government job boards, social media, and staff networking. The Town reduced the overall vacancy rate following the recovery from the COVID-19 pandemic. At this time, there are no changes to policies, procedures, or recruitment activities that have led to obstacles in the hiring process or that are necessary to resolve obstacles.

Although there are currently seven vacancies for sworn positions in the Police Department, the vacancy rate for the Police Officers' Association is 19.44%¹, which places the vacancy rate below the threshold to provide any additional information to the Town Council.

Table 1. Historical Vacancy Rates		
Fiscal Year	Benefitted Budgeted Full Time Equivalents (FTE)	Vacancy Rate
FY 2020-2021	150	11%
FY 2021-2022	150.25	12%
FY 2022-2023	153.25	9%
FY 2023-2024	152.50	7%
FY 2024-2025	153.50	7.82%

* Data as of March 2025

¹ The Fiscal Year 2024-2025 Operating Budget includes 25 Police Officer, 4 Police Corporal and 7 Police Sergeant FTE positions. There are currently 6 Police Officer and 1 Police Sergeant vacancies.

SUBJECT: Status of Town's Vacancies, Recruitments, and Retention Efforts Pursuant to
Assembly Bill 2561

DATE: April 10, 2025

Recruitment and Retention Efforts

Reduced Recruitment Timeline & Improved Candidate Experience: Human Resources expanded the use of NEOGOV, a cloud-based Human Capital Management (HCM) software platform, enhancing applicant experience through improved and timely communication, streamlining the application process and reducing the overall recruitment timeline to under 60 days from start to finish versus an average of 100 days for other government sector agencies. In FY 2025-2026, pending staff resources, Human Resources will implement surveys to collect input from new hires and hiring managers about their recruitment experience and ways to improve the process.

Review of Job Classifications: Before opening a recruitment, Human Resources reviews the job classifications with the hiring manager to ensure accuracy in job duties and requirements and works with union representatives, if applicable, on proposed changes. Aligning job classifications with industry standards and the Town's immediate and long-term needs helps recruit the right talent. This strategy has contributed to increasing the number of qualified applications per recruitment.

Advertising on Job Boards and Social Media: The Town advertises career opportunities through paid and free professional and industry-specific job boards, such as the American Public Works Association, American Planning Association, Municipal Management Association of Northern California, etc. These job boards can be effective in recruiting for hard-to-fill positions. In addition, Human Resources leverages the Town's social media channels, such as LinkedIn, Facebook, and Instagram, for broader visibility.

New Hire and Employee Referral Program: In September 2022, the Town implemented a pilot employee new hire and employee referral program that proved to be successful in recruiting top talent. The New Hire Program offers \$10,000 hiring bonuses to experienced police officers (police laterals). To date, the Town has offered six bonuses.

In addition to the hiring bonuses for police laterals, the Town offers referral bonuses to Town staff. To date, the Town has hired six police officers through this program. Bonuses included:

- \$3,000 for entry-level or police trainee. These candidates have no prior law enforcement experience and are or will be attending a police academy.
- \$4,000 for pre-service. These individuals have completed a police academy but are not yet sworn in and must complete field officer training (FTO).
- \$5,000 for lateral police officers. Lateral officers are experienced, trained, and certified sworn peace officers.

Due to the original program's success, in March 2025, the Town expanded the program and increased the bonus amounts to \$6,000 for entry-level, \$8,000 for pre-service, and \$10,000 for lateral level.

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SUBJECT: Status of Town's Vacancies, Recruitments, and Retention Efforts Pursuant to
Assembly Bill 2561

DATE: April 10, 2025

Competitive Wages and Benefits: In Fiscal Year 2024-2025, the Town negotiated successor memoranda of understandings with its three bargaining units. Each of these contracts has a term of three years which provides labor stability for the Town workforce, and each contains significant wage increases for employees to remain competitive in the market. The Town also allows departments to retain flexibility in work schedules through alternative work schedules and hybrid telework arrangements.

CONCLUSION:

Based on the information above, the Town is working to steadily decline the current vacancy rate through targeted recruitment and retention efforts. It is recommended that the Town Council accept the report.

COORDINATION:

This memo has been coordinated with the Town Attorney's Office and the Finance Director.

FISCAL IMPACT:

There is no fiscal impact associated with this staff report.

ENVIRONMENTAL ASSESSMENT:

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