



**SPECIAL MEETING OF THE TOWN COUNCIL
AGENDA
DECEMBER 12, 2023
110 EAST MAIN STREET AND TELECONFERENCE
TOWN COUNCIL CHAMBERS
7:00 PM**

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

PARTICIPATION IN THE PUBLIC PROCESS

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

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

Deadlines for Public Comment and Presentations are as follows:

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

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

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

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TOWN COUNCIL CHAMBERS
7:00 PM**

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 the Zoom webinar application (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.

PARTICIPATION

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

- **Zoom webinar:** Join from a PC, Mac, iPad, iPhone or Android device: Please click this URL to join: <https://losgatosca-gov.zoom.us/j/88471132715?pwd=7Bbilb-rjudYeon4V8OIS47Lr3wgjA.LC7ofzgqYaQJWai-> Passcode: 274632 You can also type in 884 7113 2715 in the “Join a Meeting” page on the Zoom website at <https://zoom.us/join>.
 - 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.
- **Join by telephone:** Join by Telephone: Dial: USA 877 336 1839 US Toll-free or 636 651 0008 US Toll. Conference code: 686100
 - If you are participating by calling in, press #2 on your telephone keypad to raise your hand.
- **In-Person:** If you wish to speak during the meeting, please complete a “speaker’s card” located on the back of the chamber benches and return it to the Town Clerk. If you wish to speak to an item on the agenda, please list the item number. The time allocated to speakers may change to better facilitate the Town Council meeting.

When called to speak, you may be asked to provide your full name and your town/city of residence. This identifying information is optional and not a requirement for participation. Please limit your comments to three (3) minutes, or such other time as the Mayor may decide, consistent with the time limit for speakers at a Council meeting.

If you 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). Comments received by 11:00 a.m. the day of the meeting will be reviewed and distributed before the meeting. All comments received will become part of the record.

MEETING CALLED 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)).*

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

1. Authorize the Town Manager to Enter into an Agreement with Santa Clara County to Receive a \$125,000 Grant for Adult Day Services and/or Case Management for Older Adults.

VERBAL COMMUNICATIONS *(Members of the public are welcome to address the Town Council only on matters listed on the agenda. Unless additional time is authorized by the Mayor, speaking time is limited to no more than three (3) minutes per speaker.)*

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

2. Consider the Reorganization of the Town Council and Appointment of the Mayor and Vice Mayor:
 - a. Appreciation of Mayor Ristow
 - b. Appointment of Mayor and Vice Mayor

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

Writings related to an item on the Town Council meeting agenda distributed to members of the Council within 24 hours of the meeting are available for public inspection at the front desk of the Los Gatos Town Library, located at 100 Villa Avenue, and are also available for review on the official Town of Los Gatos website. Copies of desk items distributed to members of the Council at the meeting are available for review in the Town Council Chambers.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/12/2023

ITEM NO: 1

DATE: December 7, 2023
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Enter into an Agreement with Santa Clara County to Receive a \$125,000 Grant for Adult Day Services and/or Case Management for Older Adults.

RECOMMENDATION:

Authorize the Town Manager to enter into an Agreement (Attachment 1) with Santa Clara County to receive a \$125,000 grant for adult day services and/or case management for older adults.

REMARKS:

Supervisor Simitian worked with the Town Manager's Office to develop two budget proposals for consideration by the Board of Supervisors. One was a grant of \$50,000 for case management for unhoused Los Gatos residents and the other was a grant of \$125,000 for adult day services and/or case management for adults aged 60 years or older. On June 15, 2023, the Santa Clara County Board of Supervisors approved both grants.

The Town Manager has the authority to enter agreements of less than \$100,000 and needs authorization over this amount. This agenda item would provide the authority to enter into the agreement for the larger grant. The County said that they needed this done by December 15, 2023 even though they did not provide the documents to the Town until December 4, 2023.

On December 19, 2023, the Town Council is scheduled to discuss the allocation of the older adult grant funding for adult day services and/or case management in consideration of the recommendation from the Community Health and Senior Services Commission. The Council will also be asked to take the appropriate budget actions with the same agenda item.

Attachment:

1. Agreement with Santa Clara County

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

County of Santa Clara

Office of the Clerk of the Board of Supervisors
County Government Center, East Wing
70 West Hedding Street, 10th Floor
San Jose, California 95110-1770
(408) 299-5001 TDD 993-8272

Tiffany Lennear
Clerk of the Board

GRANT AGREEMENT (FY 2023-24)

This Grant Agreement is made between the County of Santa Clara (“County”) and Town of Los Gatos (“Grantee”), effective June 15, 2023. A grant in the total amount of \$125,000 (“Grant”) to be disbursed to the Grantee on January 1, 2024 was approved by the Board of Supervisors (“Board”) on June 15, 2023. This Grant Agreement shall be effective upon approval of all parties. The following terms and conditions apply to the Grant:

- 1. PURPOSE AND ACTIVITY.** Grant funds may only be used by the Grantee for expenses relating to the development of Adult Day Services and/or case management services for adults aged 60 years or older. As directed by the Board, Grantee will provide the Clerk of the Board’s Office and Board’s Health and Hospital Committee with a summary of how the County grant funding was expended in support of Adult Day Service programs and case management services at the conclusion of the grant period. This Grant Agreement is not a pledge or commitment by the County to make any other grants or contributions to Grantee.
- 2. DURATION OF GRANT-FUNDED ACTIVITY.** Grant funds shall be spent on programs or activities, as approved by the Board, from January 1, 2024 to June 30, 2025. Any Grant funds that remain unexpended after this period shall be returned to the County.
- 3. DISBURSEMENT.** Funds shall be made available to the Grantee consistent with Board direction. Prior to disbursement of any funds by the County, Grantee shall file with the County proof of status as a municipal corporation. The proof of status shall be emailed to adminunit@cob.sccgov.org. Failure to remain in active status during the term of this Grant Agreement shall be grounds for termination by the County. Grantee shall submit proof of compliance with Board direction within five (5) business days after the funds are expended by Grantee or within 30 days after funds are disbursed to Grantee, whichever comes first. If Grant funds are not expended within 30 days, Grantee shall provide an explanation to the Clerk of the Board of Supervisors, including an estimated date for the expenditure. In this case, proof of compliance shall be submitted when the Grant funds are ultimately expended. If matching funds or other conditions are required, proof must be provided prior to disbursement.
- 4. ACKNOWLEDGMENT.** Grantee shall acknowledge disbursement by County by email to the Clerk of the Board of Supervisors at AdminUnit@cob.sccgov.org no later than five (5) business days after receipt. Grantee shall also acknowledge the contribution of the County in its annual reports and all publications related to the County-funded program, event, or activity.
- 5. RECORD KEEPING.** Grantee shall maintain records, including original receipts and invoices, demonstrating compliance with the Grant Agreement and with conditions associated

with matching funds (if any) for a period of seven (7) years. The County may request these records, which shall be provided no later than five (5) business days after request. Grantee shall further comply with any reasonable requests for information about program activities and any reporting requested by the County, and any audit or investigation regarding the proper use of funds. If subsequent reporting on performance measures is required in Paragraph 1, Grantee shall provide a report to the Clerk of the Board of Supervisors in the timeframe specified.

- 6. RETURN OF FUNDS.** Grantee shall return any and all funds that the County determines were not used for the purpose(s) approved by the Board. The funds shall be returned within five (5) business days after the County's determination.
- 7. DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS.** To the maximum extent allowed by law, Grantee shall indemnify, defend and hold harmless the County and its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this agreement by the Grantee and/or its agents, employees or sub- contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by the County.
- 8. GENERAL RESTRICTIONS:**
 - a. Compliance with all laws.** Grantee shall comply with all applicable laws and regulations in the spending of Grant funds. The Grantee shall (a) not use any Grant funds for religious worship, instruction, or proselytization or to pay for equipment or supplies to be used for religious worship, instruction, or proselytization; (b) not use any Grant funds to construct, rehabilitate, or restore any property that is used for religious worship, instruction, or proselytization; (c) not use any Grant funds to engage in partisan political activities or participate in, or endorse, events or activities that advocate for or against political parties, political platforms, political candidates, proposed legislation, or elected officials including any "campaign activities" as defined by state law; and, (d) comply with all applicable laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Grantee shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Grantee discriminate in the provision of services provided under this grant because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

b. Limited Assignment. Grantee may only assign or delegate performance of this Grant Agreement or of the project to contractors selected by Grantee to develop Adult Day Services and/or senior case management services consistent with Provision 1 of this Agreement. No other assignment or delegation of performance of this Grant Agreement or of the project may be assigned or delegated to any other person or entity, without the prior written consent of the County.

c. Governing Law, Forum. This Grant Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of laws provisions. Any disputes or proceedings between the County and Grantee arising from or concerning this Grant Agreement shall be brought in the state or federal court in the counties of Santa Clara, San Francisco, or Sacramento in the sole discretion of the County. Grantee hereby consents to the personal jurisdiction and venue of such courts.

d. Ownership. The County retains all rights, title, and interest in and to the County's name, seal, and logos.

9. TERMINATION AND EXPIRATION. The County may terminate the Grant Agreement for convenience at any time, for any reason, without penalty or liability. This Grant Agreement shall expire by its own terms on June 30, 2024. Paragraphs 1, 5-9 shall survive termination or expiration of the Grant Agreement.

10. AGREEMENT EXECUTION. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term "electronically signed agreement" means an agreement that is executed by applying an electronic signature using technology approved by the County.

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11. AUTHORITY. The person(s) signing this Grant Agreement on behalf of Grantee represents and warrants to County that he or she has the requisite legal authority and power to execute it, and to bind Grantee to the obligations contained herein.

ACCEPTED AND AGREED TO:

COUNTY OF SANTA CLARA:

By: _____

Name: Tiffany Lennear

Title: Clerk of the Board of Supervisors

Date: _____

RECIPIENT:

By: _____

Name: Laurel Prevetti

Title: Town Manager

Date: _____

By: _____

APPROVED AS TO FORM AND LEGALITY:

Name: Gabrielle Whelan

Title: Town Attorney

Date: _____

By: _____

Mary E. Hanna-Weir

Deputy County Counsel

Date: _____



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/12/2023

ITEM NO: 2

DATE: December 7, 2023
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Consider the Reorganization of the Town Council and Appointment of the Mayor and Vice Mayor:
a. Appreciation of Mayor Ristow
b. Appointment of Mayor and Vice Mayor

RECOMMENDATION:

Consider the reorganization of the Town Council and appointment of the Mayor and Vice Mayor:

- a. Appreciation of Mayor Ristow
- b. Appointment of Mayor and Vice Mayor

REMARKS:

Each December, the Town Council appoints its Mayor and Vice Mayor for the upcoming year. The Council will also be given an opportunity to recognize Mayor Ristow for her service as Mayor in 2023. The opportunity for public comment is under Verbal Communications.

PREPARED BY: Wendy Wood
Town Clerk

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