

**TOWN OF LOS GATOS  
COUNCIL MEETING AGENDA  
MAY 02, 2023**

**110 EAST MAIN STREET AND TELECONFERENCE  
TOWN COUNCIL CHAMBERS  
LOS GATOS, CA  
7:00 PM**



**PARTICIPATION IN THE PUBLIC PROCESS**

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

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 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays at 7:00 p.m.***

***Live & Archived Council Meetings can be viewed by going to:***

***[www.LosGatosCA.gov/TownYouTube](http://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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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](http://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/87922005778?pwd=RnNadElXWEVQd290dDJJVzEwaEw3Zz09>  
Passcode: 771495 You can also type in 87922005778 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. If you wish to speak on an item NOT on the agenda, please list the subject and you may speak during the “Verbal Communications” period. 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 wish to speak to an item or items on the Consent Calendar, please state which item number(s) you are commenting on at the beginning of your time.

If you are unable to participate in real-time, you may email to [Clerk@losgatosca.gov](mailto:Clerk@losgatosca.gov) the subject line “Public Comment Item #\_\_” (insert the item number relevant to your comment) or “Verbal Communications – Non-Agenda Item.” Comments received by 11:00 a.m. the day of the meeting



will be reviewed and distributed before the meeting. All comments received will become part of the record.

**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)).*

#### **RULES OF DECORUM AND CIVILITY**

To conduct the business of the community in an effective and efficient manner, please follow the meeting guidelines set forth in the Town Code and State law.

The Town does not tolerate disruptive conduct, which includes but is not limited to:

- Addressing the Town Council Meeting without first being recognized;
- Interrupting speakers, Town Council Meeting, or Town staff;
- Continuing to speak after the allotted time has expired;
- Failing to relinquish the microphone when directed to do so;
- Repetitiously addressing the same subject.

Town Policy does not allow speakers to cede their commenting time to another speaker. Disruption of the meeting may result in a violation of Penal Code Section 403.

#### **MEETING CALL TO ORDER**

#### **ROLL CALL**

#### **PLEDGE OF ALLEGIANCE**

#### **PRESENTATIONS**

- i. Peace Officers Memorial Day and National Police Week Proclamation
- ii. National Public Works Week Proclamation
- iii. Municipal Clerks Week Proclamation
- iv. Building Safety Month Proclamation

#### **COUNCIL / MANAGER MATTERS**

**CONSENT ITEMS** *(Items appearing on the Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may request to have an item removed from the Consent Items for comment and action. Members of the public may provide input on any or multiple Consent Item(s) when the Mayor asks for public comments on the Consent Items. If you wish to comment, please follow the Participation Instructions contained on Page 2 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 Draft Minutes of the April 18, 2023 Town Council Meeting.
2. Adopt an Ordinance Repealing and Replacing Town Code Chapter 5, "Bicycles," with a new Chapter 5, "Bicycles and Regulated Mobility Devices," to Remove Obsolete Requirements and Add Regulations for E-Bikes and Regulated Mobility Devices and

Amending Section 23.30.010, "Exceptions from Article" to Address Required Approval of Bicycle Racks in the Public Right of Way.

- [3.](#) Adopt a Resolution Making Determinations and Approving the Reorganization of an Uninhabited Area Designated as Stephenie Lane No. 4, Approximately 0.53 Acres on Property Pre-Zoned R-1:8. APN 523-25-034. Exempt Pursuant to CEQA Guidelines Section 15061(b)(3): Common Sense Exemption. Annexation Application AN22-003. Project Location: **15974 Stephenie Lane**. Property Owner/Applicant: Ron and Daphne Watson.
- [4.](#) Adopt a Resolution Declaring Hazardous Vegetation (Brush) a Public Nuisance, Ordering Abatement, and Setting June 20, 2023 as a Public Hearing to Consider Objections to the Proposed Removal of Brush.
- [5.](#) Adopt a Resolution Approving Engineer's Report, Adopt Resolution of Intention to Order Levy Collection of Assessments for the Following Landscape and Lighting Districts: Blackwell Drive, Kennedy Meadows, Santa Rosa Heights, Vasona Heights, Hillbrook Drive, Gemini Court, and Set Public Hearing for June 20, 2023.
- [6.](#) Adopt a Resolution Summarily Vacating 0.038 Acres of a 0.055-Acre Public Utility Easement at 15714 Kavin Lane.
- [7.](#) Approve a Side Letter of Agreement Between the Town of Los Gatos and the Police Officers Association (POA) to Modify the Vacation Accrual Cap Through June 30, 2024 and Authorize the Town Manager to Execute the Side Letter.
- [8.](#) Adopt a Resolution Approving the Parcel Map for 16194 Fisher Avenue and Accepting Dedication.
- [9.](#) Authorize the Town Manager to Execute a Second Amendment to the Agreement with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program with a \$65,874 Augmentation for Fiscal Year 2023/24.
- [10.](#) Rescind and Replace the Town's Economic Recovery Resolution 2022-066 with Draft Economic Recovery Resolution (Attachment 1) to Continue to Support the Town's Economic Recovery Efforts, Including the Completion of the Construction and Implementation of the Semi-Permanent Parklet Program, and to Allow Time for the Planning Commission and Town Council to Consider Implementing Amendments to the Town Code that Reflect the Streamlining Efforts of the Resolution.
- [11.](#) Approve a First Amendment to the Axon Body Worn Camera Agreement for an Increase of \$25,095 for a Total Agreement Not-to-Exceed Amount of \$275,629 Consisting of the Following:
  - a. Increase Total Quantity of Axon Body-Worn Camera Equipment and Charging Docks Not to Exceed a Total of \$15,095; and
  - b. Increase Axon Digital Evidence Storage Capacity for Audio and Video Recordings Not to Exceed a Total of \$10,000.

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

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

- [12.](#) Receive the 2022 Complete Streets Transportation Commission (CSTC) Accomplishments and Provide Direction on the CSTC 2023 Work Plan.
- [13.](#) Receive the Report and Provide Direction on Potential Changes to the Town's Transportation Impact Fee.
- [14.](#) Authorize the Town Manager to Execute an Agreement for Services with the Los Gatos Chamber of Commerce to Manage the Town's Visitors Information Center Including a Visit Los Gatos Website, Related Social Media Pages, and Participation with Related Community Vitality Initiatives as Outlined in the Scope of Services in an Amount Not to Exceed \$55,000.
- [15.](#) Provide Direction for the Potential Disposition and Use of 224 W. Main Street (APN 510-44-069).

**ADJOURNMENT IN MEMORY OF PETER SIEMENS, FORMER LOS GATOS MAYOR AND COUNCIL MEMBER, AND MID-PENNINSULA OPEN SPACE DISTRICT BOARD MEMBER** (*Council policy is to adjourn no later than midnight unless a majority of Council votes for an extension of time*).

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

*Note: In accordance with Code of Civil Procedure §1094.6; litigation challenging a quasi-adjudicatory decision of the Town Council must be brought within 90 days after the decision is final unless a shorter time is required by State or Federal law.*



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/02/2023

ITEM NO: 1

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**DRAFT  
Minutes of the Town Council Meeting  
Tuesday, April 18, 2023**

The Town Council of the Town of Los Gatos conducted a regular meeting in-person and utilizing teleconferencing means on Tuesday, April 18, 2023, at 7:00 p.m.

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

**ROLL CALL**

Present: Mayor Maria Ristow, Vice Mayor Mary Badame, Council Member Matthew Hudes (participated remotely under the Brown Act), Council Member Rob Moore (participated remotely under the Brown Act), Council Member Rob Rennie.

Absent: None

**PLEDGE OF ALLEGIANCE**

Fisher Math Team led the Pledge of Allegiance. The audience was invited to participate.

**CLOSED SESSION REPORT**

Gabrielle Whelan, Town Attorney, stated Council met in Closed Session on April 11, 2023 to discuss the items duly noted on the closed session agenda and there was no reportable action.

**COUNCIL/TOWN MANAGER REPORTS**

**Council Matters**

- Vice Mayor Badame stated she attended two Democracy Tent meetings, the Conceptual Development Advisory Committee (CDAC) meeting, and the Finance Commission meeting as an observer.
- Council Member Rennie stated he attended the Local Agency Formation Commission (LAFCO) meeting as a Santa Clara County Fire Safe Council board member and the Silicon Valley Clean Energy Authority Board meeting; chaired the Valley Transportation Authority (VTA) Policy Advisory Committee meeting; and attended the Cities Association Board meeting, Cities Association Legislative Action Committee meeting as an alternate, and the Finance Commission meeting.
- Council Member Moore stated he was awarded the Ally of the Year by Bay Area Municipal Elections Committee (BAMEC), attended a West Valley Muslim Association Ramadan Iftar celebration, the West Valley Sanitation District (WVSD) meeting, was interviewed by the Los Gatos High School Paper with Mayor Ristow, met with Senator Josh Becker, together with the Mayor met with District 9 Councilmember Pam Foley, and attended a Democracy Tent meeting.
- Council Member Hudes stated he had no meetings to report.

Council Matters – continued

- Mayor Ristow stated in addition the meetings and events already stated, she attended a press conference regarding distracted driving month, met with District 9 Councilmember Pam Foley with Council Member Moore, attended a Valley Water Commission meeting, commented on the upcoming Valley Water Board Budget Work Study Session, and attended a CDAC meeting and a Finance Commission meeting.

**Manager Matters**

- Announced a community workshop regarding the Town Equity, Diversity, and Inclusion Plan will be held via Zoom this Thursday on 6:00 p.m. and asked the individuals interested in attending to RSVP to [Manager@losgatosca.gov](mailto:Manager@losgatosca.gov).
- Announced Spring into Green will be held on April 23, 2023, at Town Plaza Park at 10 a.m. to 1:00 p.m. and invited all to attend.
- Announced a community workshop regarding Military Equipment will be held at 3:00 p.m. on April 26, 2023 in the Library Technology Room.
- Announced National Library Week is next week and invited all to attend a craft activity on April 25 at 4:30 p.m. to celebrate.
- Announced the Planning Commission will hear proposed Town Code changes to improve economic vitality and streamline the permitting process and amendments to the Story Pole Policy on April 26 during the regular meeting.
- Announced the Adult Board and Commission recruitment is underway and applications are due May 26 at 4:00 p.m. to the Clerk's Office.
- Announced the Youth Commission recruitment is also underway and applications are due April 28 at 4:00 p.m. and more information can be found at Clerk Department webpage.

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

1. Approve the Draft Minutes of the April 3, 2023 Closed Session Town Council Meeting.
2. Approve the Draft Minutes of the April 4, 2023 Town Council Meeting.
3. Approve Draft Minutes of the April 11, 2023 Closed Session Town Council Meeting.
4. Adopt a Resolution Describing Improvements and Directing the Preparation of the Town Engineer's Report for Fiscal Year 2023/24 for Landscape and Lighting Assessment Districts No. 1 and 2. **RESOLUTION 2023-014**
5. Adopt an Ordinance of the Town Council of the Town of Los Gatos, Amending Planned Development Ordinance 2172 Relative to the Maximum Residence Size Allowed on Lot 14 and the Maximum Average Residence Size Allowed in the Shannon Valley Ranch Subdivision and Repealing Ordinance 2172 for the Shannon Valley Ranch Subdivision at Shannon and Hicks Roads (Shannon Oaks and Mountain Laurel Lanes) on Property Zoned HR-5:PD. APN: 567-24-023. This Request for Modification of a Planned Development Ordinance is not Considered a Project Under the California Environmental Quality Act. Planned Development Ordinance Application PD-22-001. Location: 300 Mountain Laurel Lane. PROPERTY OWNER: Bright Smile Dental Office Defined Benefit Plan. APPLICANT: Kunling Wu, Trustee. **ORDINANCE 2338**

Consent Items - continued

6. Authorize the Town Manager to Execute a Notice of Completion and Certificate of Acceptance for the Fiscal Year 2022 Annual Storm Drain Improvements – 62 Ellenwood Avenue Project (CIP No. 816-0420), Completed by Casey Construction, and Authorize the Town Clerk to File for Recordation.
7. Receive the Monthly Financial and Investment Report (February 2023).
8. Authorize a Revenue and Expenditure Budget Adjustment in the amount of \$750,000 from Available American Rescue Plan Act Proceeds to the Roadside Fire Fuel Reduction Project (CIP No. 812-0130).
9. Authorize Revenue and Expenditure Budget Adjustments in the Amount of \$28,000 to Recognize Receipt and Expenditure of Board of State and Community Corrections (BSCC) Officer Wellness and Mental Health Grant Funds.
10. Adopt a Resolution to Set a Date for Consideration of the Reorganization of an Uninhabited Area Designated as Stephenie Lane No. 4, Approximately 0.53 Acres on Property Pre-Zoned R-1:8. APN 523-25-034. Exempt Pursuant to CEQA Guidelines Section 15061(b)(3): Common Sense Exemption. Annexation Application AN22-003. Project Location: 15974 Stephenie Lane. Property Owner/Applicant: Ron and Daphne Watson. **RESOLUTION 2023-015**
11. Annual Street Repair and Resurfacing Project (CIP No. 811-9901):
  - a. Award and Execute a Construction Agreement with Pavement Coating Company in an Amount Not to Exceed \$3,341,090; and
  - b. Authorize Staff to Execute Change Orders in an Amount Not to Exceed Fifteen Percent of the Contract Award Amount.
12. Americans with Disabilities Act (ADA) Restroom at the Adult Recreation Center (CIP No. 821-2601):
  - a. Reject All Bids Received and Opened on March 24, 2023 for the Project; and
  - b. Authorize the Town Manager to Re-Bid the Project with a Revision to a Contractor License Requirement.
13. Approve an Amendment to the Town Employee Association (TEA) Salary Schedule to Establish a New Classification Title and Salary Range for Librarian II and to Amend the Classification Title of Librarian to Librarian I.

Opened public comment.

No one spoke.

Closed public comment.

**MOTION: Motion by Vice Mayor Badame to approve consent items 1-13. Seconded by Council Member Rennie.**

**VOTE: Motion passed unanimously by a roll call vote.**



**VERBAL COMMUNICATIONS**

Jim Zanardi

- Commented on freedom of expression.

Ron Meyer

- Commented on accountability and the Town of Los Gatos policies and procedures.

Lee Quintana

- Commented on the Code of Conduct policy and requested the Town Council agendaize it for a future meeting.

Lynley Hogan

- Stated a verbal complaint against the Mayor.

**OTHER BUSINESS**

14. Consider the Following Actions for the Shannon Road Pedestrian and Bikeway Improvements Project (CIP No. 813-0218):

- Approve the Plans and Specifications;
- Authorize Advertising the Project for Bid Contingent on Receiving Caltrans Authorization;
- Authorize the Town Manager to Execute the Second Amendment to the Consulting Services Agreement with ActiveWayz Engineering for Additional Engineering Services During Bid, Award, and Construction in an Amount of \$25,238, Resulting in a Total Agreement Amount Not to Exceed \$196,709;
- Authorize an Expenditure Budget Transfer in an Amount of \$133,380 from available Traffic Mitigation Funds;
- Authorize an Expenditure Budget Transfer in an Amount of \$200,000 from Available Funds in Fund 461 CIP #816-0420;
- Authorize an Expenditure Budget Transfer in an Amount of \$60,000 from Available Funds in CIP #813-0221;
- Authorize an Expenditure Budget Transfer in an Amount of \$231,524 from Available Funds in CIP #813-0231; and
- Authorize an Expenditure Budget Transfer in an Amount of \$219,772 from Available Funds in CIP #811-9902.

Nicolle Burnham, Director of Parks and Public Works, presented the staff report.

Opened Public Comment.

Maria Gerst

- Requested the Council not approve a design until the residents have a chance to understand the changes.

Other Business Item #14 – continued

Cheri Finalle

- Commented on concerns with the project and requested the plan be revised to include additional green space.

Helen and Jimmy Sun

- Commented on including additional green space in the proposed plans, stated concerns with excessive buffers.

Andrew Horowitz

- Commented on concerns with the project and funding, and requested the plan include additional greenery.

Mark Bony

- Commented on concerns with the project and requested the project be rescoped to better fit the neighborhood.

Jeff Thompson

- Commented in support of the item.

Ted Moorhead

- Commented on safety concerns and requested additional transparency on the project.

Gillian Verga

- Commented in support of the item.

Bill Elhers

- Commented in support of the item.

Wendy Riggs, Los Gatos-Monte Sereno Safe Routes to School (SR2S)

- Commented in support of the item, requested the removal of the porkchop right turn onto Los Gatos Boulevard.

Ali Miano

- Commented in support of the item.

Maddon Hoh-Choi, student

- Commented in support of the item.

Bill Highstreet

- Commented on concerns of funding and fiscal sustainability.

Other Business Item #14 – continued

Closed Public Comment.

Council discussed the matter.

**MOTION:** Motion by Council Member Moore to authorize the Town Manager to execute the second amendment to the consulting services agreement with ActiveWayz Engineering for additional engineering services during bid, award, and construction in an amount of \$25,238, resulting in a total agreement amount not to exceed \$196,709; return the Shannon Road Pedestrian and Bikeway improvements project to staff with direction to revise the design to minimize large asphalt buffers, remove parking spaces, add trees wherever possible; organize a community meeting; and prioritize returning this item to Council in as much of a timely manner as possible in order to maintain the grant funding. **AMENDMENT:** to hold the community meeting on-site with the residents. **Seconded by Mayor Ristow.**

**VOTE:** Motion passed unanimously by a roll call vote.

**MOTION:** Motion by Mayor Ristow to authorize an Expenditure Budget Transfer in an amount of \$133,380 from available Traffic Mitigation Funds; authorize an Expenditure Budget Transfer in an amount of \$200,000 from available funds in Fund 461 CIP #816-0420; authorize an Expenditure Budget Transfer in an amount of \$60,000 from available funds in CIP #813-0221; authorize an Expenditure Budget Transfer in an amount of \$231,524 from available funds in CIP #813-0231; and authorize an Expenditure Budget Transfer in an amount of \$219,772 from available funds in CIP #811-9902. **Seconded by Council Member Moore.**

**VOTE:** Motion passed 3-2 by a roll call vote. Council Member Hudes and Vice Mayor Badame voted no.

Recess at 9:35

Reconvene at 9:45 p.m.

15. Provide Direction for the Potential Disposition and Use of Calhill Court (APN 529-21-034).

Laurel Prevetti, Town Manager, presented the item.

Opened Public Comment.

No one spoke.

Other Business Item #15 – continued

Closed Public Comment.

Council discussed the matter.

**MOTION: Motion by Council Member Moore** to direct staff to assess at a high level the feasibility of affordable housing at Calhill Court to see if it is possible. **Seconded by Council Member Hudes.**

**VOTE: Motion passed 4-1 by a roll call vote. Council Member Rennie voted no.**

16. Provide Direction for the Potential Disposition and Use of 224 W. Main Street (APN 510-44-069).

Gabrielle Whelan, Town Attorney, stated that due to two Council Members participating remotely and Mayor Ristow recusing herself based on her proximity to the property, staff recommends the Council make a motion to continue the item to a subsequent meeting and further recommends that Mayor Ristow recuses herself from voting on the motion to continue the item.

**MOTION: Motion by Council Member Rennie** to reopen the public hearing on item #15. **Seconded by Vice Mayor Badame.**

**VOTE: Motion passed unanimously by a roll call vote.**

Opened public comment on item #15.

Lee Quintana

- Commented on concerns of the topography of the site and made suggestion for the possible sale of the property.

Closed Public Comment on item #15.

Opened Public Comment on item #16.

Kathryn Hedges

- Commented on possible affordable housing use.

Closed public hearing on item #16.

Other Business Item #16 – continued

**MOTION:** Motion by Vice Mayor Badame to continue the item to a subsequent date determined by staff. **Seconded** by Council Member Rennie.

**VOTE:** Motion passed 4-0-1 by a roll call vote. Council Member Ristow recused.

17. Rescission of Planning Commissioner Censure.

Council Member Moore recused himself due to his relationship with the Planning Commissioner and exited the meeting.

Gabrielle Whelan, Town Attorney, presented the item.

Opened Public Comment.

Michelle Lee

- Commented in support of Kylie Clark and rescinding the censure.

Ali Miano, Los Gatos Anti-Racism Coalition

- Commented in support of Kylie Clark and rescinding the censure.

Max Mautner

- Commented in support of the item.

James Dunlay

- Commented on concerns with Kylie Clark's letter to HCD.

Kerri Dunlay

- Commented on concerns with Kylie Clark's actions.

Joe Rodgers

- Commented on concerns and requested an independent attorney review this item.

Kathryn Hedges, Showing Up For Racial Justice

- Commented on concerns with the censure.

Karen Rubio, Plant Based Advocates and Los Gatos Anti-Racism Coalition

- Commented in support of Kylie Clark and rescinding the censure.

Maddon Hoh-Choi, student

- Commented in support of Kylie Clark and rescinding the censure.

Other Business Item #17 – continued

Shilpi Agarwal, ACLU of Northern California

- Commented in support of the item and explained why the ACLU reached out to Commissioner Clark after learning of the censure.

Ron Meyer

- Commented on concerns with the letter Kylie Clark sent to HCD.

Karen Delaney

- Commented on concerns with emails sent by the Vice Mayor regarding the letter sent by Kylie Clark to the HCD.

Seema Patel

- Commented in support of rescinding the censure of Kylie Clark.

Evan Adams

- Commented on freedom of speech and stated support for rescinding the censure.

Karen Tkach Tuzman

- Commented on historical events and stated support of rescinding the censure of Kylie Clark.

Elly Hudson

- Commented on freedom of speech and stated support of rescinding the censure of Kylie Clark.

Brian Bernasconi

- Commented in support of Kylie Clark and rescinding the censure.

Lee Quintana

- Commented in support rescinding the censure and requested an apology to Kylie Clark.

K T

- Commented in support rescinding the censure and requested an apology to Kylie Clark.

Kim Clark

- Commented in support of rescinding the censure of Kylie Clark.

Tamela Fish

- Commented in support of rescinding the censure of Kylie Clark.



Other Business Item #17 – continued

Jeff Suzuki, Anti-Racism Coalition

- Commented in support Kylie Clark and rescinding the censure.

Quinn Morgan

- Commented in support of rescinding the censure of Kylie Clark.

Nika Sabouri

- Commented in support Kylie Clark’s freedom of speech.

Alexander Melendez

- Commented in support of rescinding the censure and requested an apology to Commissioner Clark.

Elizabeth Conlan

- Commented in support of the item.

Andrew Siegler, Showing Up for Racial Justice

- Commented in support of rescinding the censure and requested an apology to Commissioner Clark.

Kinsely Lee, Los Gatos Anti-Racism Coalition

- Commented in support of rescinding the censure of Kylie Clark.

Jane

- Commented on concerns with the letter Kylie Clark sent to HCD.

Kylie Clark

- Commented on her experience and requested Council rescind the censure.

Closed Public Comment.

Council discussed the matter.

**MOTION: Motion by Vice Mayor Badame to extend the meeting to 12:30 a.m. Seconded by Mayor Ristow.**

**VOTE: Motion passed 4-0-1 by a roll call vote. Council Member Moore recused.**

Other Business Item #17 – continued

**MOTION:** Motion by Vice Mayor Badame to extend the meeting to 12:40 a.m. **Seconded** by Mayor Ristow. *(Motion was made during discussion of motion below.)*

**VOTE:** Motion passed 4-0-1 by a roll call vote. Council Member Moore recused.

**MOTION:** Motion by Council Member Rennie to rescind the censure of Commissioner Clark.

**AMENDMENT:** to investigate Ms. Clark for potential conflict of interest and bias to the same standard to which all Council Members and appointees are held to, conducted by independent outside Counsel and provided to the Town Council for further consideration, if appropriate; and staff will investigate all other Planning Commission Members for conflict of interest starting with the Fair Political Practices Economic Disclosure Form 700s. **Seconded** by Mayor Ristow.

**VOTE:** Motion passed 3-0-1-1 by a roll call vote. Council Member Moore recused; Vice Mayor Badame abstained.

## ADJOURNMENT

The meeting adjourned at 12:25 p.m.

Respectfully Submitted:

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Jenna De Long, Deputy Clerk



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 5/2/2023

ITEM NO: 2

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DATE: April 27, 2023  
TO: Mayor and Town Council  
FROM: Gabrielle Whelan, Town Attorney  
SUBJECT: Adopt an Ordinance Repealing and Replacing Town Code Chapter 5, "Bicycles," with a new Chapter 5, "Bicycles and Regulated Mobility Devices," to Remove Obsolete Requirements and Add Regulations for E-Bikes and Regulated Mobility Devices and Amending Section 23.30.010, "Exceptions from Article" to Address Required Approval of Bicycle Racks in the Public Right of Way

**RECOMMENDATION:**

Adopt the Ordinance Repealing and Replacing Town Code Chapter 5, "Bicycles," with a new Chapter 5, "Bicycles and Regulated Mobility Devices," to Remove Obsolete Requirements and Add Regulations for E-Bikes and Regulated Mobility Devices and Amending Section 23.30.010, "Exceptions from Article" to Address Required Approval of Bicycle Racks in the Public Right of Way.

**BACKGROUND:**

At its regular meeting of April 4, 2023, the Town Council held a public hearing to consider the introduction of an Ordinance Repealing and Replacing Town Code Chapter 5, "Bicycles," with a new Chapter 5, "Bicycles and Regulated Mobility Devices," to Remove Obsolete Requirements and Add Regulations for E-Bikes and Regulated Mobility Devices and Amending Section 23.30.010, "Exceptions from Article" to Address Required Approval of Bicycle Racks in the Public Right of Way. The Town Council voted 5-0 to approve the Introduction of this ordinance. The ordinance will become effective 30 days after the adoption.

**PREPARED BY:** Bridgette Falconio  
Administrative Technician

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Reviewed by: Town Manager and Town Attorney

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PAGE 2 OF 2

SUBJECT: Ordinance Regulating Bicycles and Regulated Mobility Devices

DATE: April 27, 2023

CONCLUSION:

Staff recommends Town Council adopt the Ordinance Repealing and Replacing Town Code Chapter 5, "Bicycles," with a new Chapter 5, "Bicycles and Regulated Mobility Devices," to Remove Obsolete Requirements and Add Regulations for E-Bikes and Regulated Mobility Devices and Amending Section 23.30.010, "Exceptions from Article" to Address Required Approval of Bicycle Racks in the Public Right of Way.

COORDINATION:

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

FISCAL IMPACT:

The Ordinance will not have a fiscal impact.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Bicycle Ordinance

## **DRAFT ORDINANCE**

### **AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS REPEALING AND REPLACING CHAPTER 5, "BICYCLES," OF THE TOWN CODE WITH A NEW CHAPTER 5, "BICYCLES AND REGULATED MOBILITY DEVICES" AND AMENDING SECTION 23.30.010, "EXCEPTIONS FROM ARTICLE," OF TITLE 23, "STREETS AND SIDEWALKS," TO ADDRESS BICYCLE RACKS IN THE PUBLIC RIGHT OF WAY**

**WHEREAS**, the Town's bicycle ordinance is codified in Chapter 5 of the Town Code; and

**WHEREAS**, a number of the provisions such as the bicycle licensing requirement are outdated and should be removed; and

**WHEREAS**, the use of electric bicycles in Town has proliferated; and

**WHEREAS**, California Vehicle Code Sections 21100 and 21206 authorize the Town to regulate the use of bicycles, electric bicycles, and other regulated mobility devices; and

**WHEREAS**, the Town wishes to regulate the use of bicycles, electric bicycles and other regulated mobility devices; and

**WHEREAS**, Town Code Section 23.30.010 addresses encroachments in the public right of way; and

**WHEREAS**, the placement of bicycle and regulated mobility device racks should be removed from the portion of the Town Code addressing the use of bicycles and recodified in the portion of the Town Code addressing encroachments in the public right of way;

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Los Gatos as follows:

**SECTION I.** Town Code Chapter 5, "Bicycles," is repealed and replaced to read as follows:

"Bicycles and Regulated Mobility Devices

Section 5.10.010 Definitions

"Bicycle" has the same meaning as in California Vehicle Code Section 231, as it may be amended from time to time.

"Electric bicycle" has the same meaning as in California Vehicle Code Section 312.5, as it may be amended from time to time.

ATTACHMENT 1

“Electric personal assistive mobility device” has the same meaning as in California Vehicle Code Section 313, as it may be amended from time to time.

“Electrically motorized boards” has the same meaning as in California Vehicle Code Section 313.5, as it may be amended from time to time.

“Low speed vehicle” has the same meaning as in California Vehicle Code Section 385.5, as it may be amended from time to time.

“Motorized scooter” has the same meaning as in California Vehicle Code Section 407.5, as it may be amended from time to time.

“Operator” means a person who owns, operates, and/or controls a regulated mobility device.

“Pedestrian path” means any publicly owned path for the exclusive use of pedestrians.

“Regulated mobility device” means an electric bicycle, electric personal assistive mobility device, electrically motorized board, low-speed vehicle, motorized scooter, and any other similar vehicle.

“Rider” means a traveler riding in or on a regulated mobility device who is not operating it.

“Vehicle” has the same meaning as in California Vehicle Code Section 670, as it may be amended from time to time.

#### Section 5.10.020 Applicability of State law; violations generally.

- (a) In addition to the restrictions imposed by this Chapter, every person riding or operating a bicycle or regulated mobility device within the Town shall exercise all due care and reduce the speed of the device, obey all traffic control devices, and take all other action relating to operation of the device as necessary to safeguard the operator, passengers, and any persons or other vehicles or devices in the immediate area. All persons must comply with all State laws pertaining to the equipping of and operation of bicycles and regulated mobility devices, particularly those sections of the California Vehicle Code pertaining to obedience to traffic officers and firefighters, accidents and accident reports, and all rules of the road.
- (b) It shall be unlawful for any person to ride or operate a bicycle or regulated mobility device in violation of any of the provisions of the California Vehicle Code or this Chapter.

#### Section 5.10.030 Riding on sidewalks and pedestrian paths prohibited.

- (a) No person shall ride or operate a bicycle or regulated mobility device on any sidewalk or pedestrian path, except as specifically permitted in this Chapter.
- (b) Juveniles under the age of ten years, exercising due care, may ride and operate their bicycles or regulated mobility devices upon a sidewalk, except that no bicycles or regulated mobility device shall be ridden or operated by any person upon any sidewalk within a business or commercial district unless specifically permitted in this Chapter.



- (c) Persons exercising due care and caution may ride and operate their bicycles or regulated mobility devices upon a sidewalk in the direction indicated when the sidewalk has been designated on an approved bicycle route plan as a “bicycle route” and has been properly signed and delineated as a bicycle route facility.

#### Section 5.10.040 Riding in groups.

Persons riding or operating bicycles or regulated mobility devices on a public highway or street shall not ride more than two abreast, except on paths or parts of a roadway set aside for the exclusive use of bicycles and regulated mobility devices; and persons riding upon a sidewalk as may be specifically permitted in this Chapter shall ride in single file only.

#### Section 5.10.050 Racing.

No person riding or operating a bicycle or regulated mobility device upon a public highway or street shall participate in any race, speed, or endurance contest unless such race or contest has the written permission of the Town Council or designee and is under the supervision of the Chief of Police.

#### Section 5.10.060 Trick riding.

No person riding or operating a bicycle or regulated mobility device upon a public highway, street, or sidewalk, as may be specifically permitted in this Chapter, shall perform, or attempt to perform, any acrobatics, trick or stunt.

#### Section 5.10.070 Riding in playgrounds or school grounds.

No person shall ride or operate a bicycle or regulated mobility device upon any playground or school grounds without permission of the person having supervision thereof.

#### Section 5.10.080 Parking.

No person shall park any bicycle or regulated mobility device against windows or on the main traveled portion of the sidewalk, nor in such a manner as to constitute a hazard to pedestrians, traffic, or property. If there is no bicycle rack or other facility intended to be used for the parking of bicycles and regulated mobility devices in the vicinity, they may be parked on the sidewalk in an upright position, parallel to and within 24 inches of the curb.

#### Section 5.10.090 Penalties for violations and enforcement.

##### (a) Penalties for violations.

- (1) The penalty for a first violation of this Chapter is \$50.
- (2) The penalty for a second violation of this Chapter is \$75.
- (3) The penalty for a third violation of this Chapter is \$100.

##### (b) In lieu of a citation or other prosecution as authorized by this Code, the Police Chief or designee may allow a violator of this Chapter to complete a Police

Department-approved safety course for bicycles or regulated mobility devices under the following circumstances:

- (1) It is the violator's first violation; and
- (2) The violator is 14 years of age or younger.

**Section 5.10.100 Exemptions.**

- (a) Public agency personnel. Notwithstanding any other provision of this Chapter, or any other Section of this Code, Town and public agency personnel may operate regulated mobility devices or other vehicles at any place in the Town in the performance of their official duties.
- (b) Disability. This Chapter does not apply to, or otherwise restrict, regulated mobility devices used in a safe manner by physically disabled persons as defined in the Americans with Disabilities Act."

**SECTION II.** Subsection (b)(1) of Section 23.30.010, "Exceptions from article," of Chapter 23, "Streets and Sidewalks," is amended to read as follows:

"Lampposts, hydrants, or bicycle or regulated mobility device racks, erected by permission of the Town."

**SECTION III. Severability.**

In the event that a court of competent jurisdiction holds any Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance unconstitutional, preempted, or otherwise invalid, the invalid portion shall be severed from this Section and shall not affect the validity of the remaining portions of this Section. The Town hereby declares that it would have adopted each Section, subsection, paragraph, sentence, clause, or phrase in this Section irrespective of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses or phrases in this Section might be declared unconstitutional, preempted, or otherwise invalid.

**SECTION IV. CEQA.**

Adopting this Ordinance is not a project subject to CEQA because it can be seen with certainty that it will not impact the environment (CEQA Guidelines Section 15378).

**SECTION V. Publication.**

The Town Council hereby directs the Town Clerk to cause this Ordinance or a summary thereof to be published or posted in accordance with Section 36933 of the Government Code of the State of California.

**SECTION VI. Effective Date.**

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 4<sup>th</sup> Day of April, 2023, and adopted by the following vote as an ordinance of the Town of Los Gatos at a regular meeting of the Town Council of the Town of Los Gatos on the \_\_\_\_\_, 2023. This ordinance takes effect 30 days after it is adopted.

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/2/2023

ITEM NO: 3

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DATE: April 27, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Adopt a Resolution Making Determinations and Approving the Reorganization of an Uninhabited Area Designated as Stephenie Lane No. 4, Approximately 0.53 Acres on Property Pre-Zoned R-1:8. APN 523-25-034. Exempt Pursuant to CEQA Guidelines Section 15061(b)(3): Common Sense Exemption. Annexation Application AN22-003. Project Location: 15974 Stephenie Lane. Property Owner/Applicant: Ron and Daphne Watson.

**RECOMMENDATION:**

Adopt a resolution (Attachment 1) making determinations and approving the reorganization of an uninhabited area designated as Stephenie Lane No. 4, approximately 0.53 acres, located at 15974 Stephenie Lane (APN 523-25-034).

**BACKGROUND:**

The Town has an agreement with Santa Clara County that requires annexation of any property located within the Town's Urban Service Area boundary that is either contiguous to a Town boundary or within 300 feet of a Town maintained roadway if a use is proposed to intensify. The subject property is within 300 feet of a Town boundary. Annexation has been requested in conjunction with a proposal to demolish an existing single-family residence and construct a new single-family residence on the property. The total annexation area (0.53 acres) does not include any County street right-of-way.

Section 56757 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 gives cities in Santa Clara County the authority to annex territory without application to and hearing by the Santa Clara County Local Agency Formation Commission (LAFCO).

**PREPARED BY:** Savannah Van Akin  
Assistant Planner

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Reviewed by: Town Manager, Town Attorney, Community Development Department Director, and Finance Director

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BACKGROUND (continued):

This Annexation was introduced at the April 18, 2023 Town Council meeting and the approval of the reorganization is set for May 2, 2023.

DISCUSSION:

The Town has received a petition requesting annexation to the Town of Los Gatos from Ron and Daphne Watson, owner of the property at 15974 Stephenie Lane. The property is located on the east side of Stephenie Lane in an unincorporated County pocket (Attachment 2).

The property is in the Town's Urban Service Area, is within 300 feet of a Town boundary, and is pre-zoned R-1:8 (Single-Family Residential, 8,000 square foot minimum lot size). Annexation would allow Town services to be extended to the property and reduce the size of an existing County pocket.

Because this is a 100 percent consent, uninhabited annexation (less than twelve registered voters), a public hearing is not required. Required notice of the annexation was provided to Santa Clara County Planning and the County Library Service Area.

COORDINATION:

The preparation of this report was coordinated with the Santa Clara County Infrastructure Development Division, LAFCO, Santa Clara County Assessor, Santa Clara County Surveyor, and the Santa Clara County Planning Division.

FISCAL IMPACT:

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

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Resolution (includes Exhibits A and B)
2. Location Map

**RESOLUTION 2023-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
MAKING DETERMINATIONS AND APPROVING THE REORGANIZATION  
OF AN UNINHABITED TERRITORY AREA DESIGNATED AS  
STEPHENIE LANE NO. 4**

**APN: 523-25-034  
APPROXIMATELY 0.53 ACRES  
ANNEXATION APPLICATION: AN22-003  
PROPERTY LOCATION: 15974 STEPHENIE LANE  
PROPERTY OWNER/APPLICANT: RON AND DAPHNE WATSON**

**WHEREAS**, the Town Council of the Town of Los Gatos has received a request for annexation of territory designated as Stephenie No. 4 from Ron and Daphne Watson; and

**WHEREAS**, the property, approximately 0.53 acres and includes no County street right-of-way located at 15974 Stephenie Lane, APN: 523-25-034, is within 300 feet of a Town boundary and within the Town's Urban Service Area; and

**WHEREAS**, the following special district would be affected by the proposal: Santa Clara County Library Service Area;

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

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

**WHEREAS**, the Town of Los Gatos, as Lead Agency for environmental review for the reorganization, has determined annexation of the subject property is exempt from the California Environmental Quality Act guidelines, pursuant to Section 15061(b)(3); and

ATTACHMENT 1



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

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

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

**WHEREAS**, Government Code Section 56662(a) provides that if a petition for annexation is signed by all owners of land within the affected territory the Town Council may approve or disapprove the annexation without a public hearing; and

**WHEREAS**, evidence was presented to the Town Council.

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Los Gatos as follows:

1. That it is the conducting authority pursuant to Section 56757 of the Government Code for the annexation of property designated as Stephenie No. 4, more particularly described in Exhibits A and B;
2. That the following findings are made by the Town Council of the Town of Los Gatos:
  - a. Said territory is uninhabited and comprises approximately 0.53 acres;
  - b. The annexation is consistent with the orderly annexation of territory within the Town's Urban Service Area and is consistent with the Town policy of annexing when required by the Town's agreement with the County of Santa Clara;

- c. The project is exempt from the California Environmental Quality Act (CEQA) under Title 14 Code of Regulations, Chapter 3: Guidelines for the Implementation of CEQA Section 15061(b)(3);
  - d. The Town Council enacted Ordinance 1267 in 1975 pre-zoning the subject territory with an R-1:8 (Single-Family Residential, 8,000 square foot minimum lot size) zoning designation;
  - e. The territory is within the Town's Urban Service Area as adopted by the Local Agency Formation Commission of Santa Clara County;
  - f. The County Surveyor has determined the boundaries of the proposed annexation to be definite and certain, and in compliance with the Commission's road annexation policies. The County Surveyor has been reimbursed for the actual cost incurred by the County Surveyor in making this determination;
  - g. The proposed annexation will not create an area in which it would be difficult to provide municipal services;
  - h. The proposed annexation does not split lines of assessment or ownership;
  - i. The proposed annexation is consistent with the Town's General Plan;
  - j. The territory to be annexed is contiguous to a Town boundary; and
  - k. The Town has complied with all conditions imposed by the Commission for inclusion of the territory in the Town's Urban Service Area.
- 3. That all owners of land within the affected territory have provided written consent to the reorganization and no subject agency has submitted written opposition to a waiver of protest proceedings;
  - 4. That upon completion of these reorganization proceedings the territory described in Exhibit A will be annexed to the Town of Los Gatos and will be detached from the Santa Clara County Library Service Area; and
  - 5. That upon completion of these reorganization proceedings the territory reorganized will be taxed on the regular County assessment roll, including taxes for existing bonded indebtedness.

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

Gatos, California, held on the 2<sup>nd</sup> day of May 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_

## EXHIBIT "A"

### STEPHENIE LANE NO. 4

### ANNEXATION TO THE TOWN OF LOS GATOS

#### GEOGRAPHIC DESCRIPTION

All that certain real property, situate in portion of Rancho Rinconada De Los Gatos, lying in the County of Santa Clara, State of California, described as follows:

**Beginning** at the angle point on the most westerly line of the Annexation to the Town of Los Gatos, as defined by the Annexation titled "Linda Avenue No. 2", said point being S. 22°00'00" E., 21.39 feet from the northwesterly corner of the Lands of Meyer, as shown upon said annexation; thence along the most westerly line of said Annexation and its southwesterly extension

- (1) S. 12°45'00" E., 35.05 feet to the westerly corner of the Annexation to the Town of Los Gatos, as defined by the Annexation titled "Linda Avenue No. 4"; thence
- (2) S. 12°45'00" E., 56.70 feet to the southerly corner of said; thence leaving said annexation
- (3) S. 12°45'00" E., 8.21 feet to an angle point; thence
- (4) S. 68°28'00" W., 232.64 feet to a point on the southwesterly line of that certain 12.217 Acre Parcel of Land conveyed by Leo Baumgartner, ET UX, to Bend Chiro by deed recorded March 23, 1923, in the Office of the County Recorder of Santa Clara County, in Book 20 of Official Records, at page 45, said point also being the northeasterly corner of the Annexation to the Town of Los Gatos, as defined by the Annexation titled "Stephanie Lane No. 1"; thence along said southwesterly line
- (5) N. 12°45'00" W., 50.00 feet to the southeasterly corner of the Annexation to the Town of Los Gatos, as defined by the Annexation titled "Stephenie Lane No. 2"; thence along the easterly line of said Annexation
- (6) N. 12°45'00" W., 50.00 feet to the most southerly corner of that certain Parcel of Land conveyed by Corrine Chiro, ET VIR to Daniel T. Fisk, ET UX, by deed dated June 9, 1939, recorded July 11, 1939, in Book 936 of Official Records, at page 598, said corner also being the northeasterly corner of said Annexation titled "Stephenie Lane No. 2"; thence, along the southeasterly line of said Parcel of Land
- (7) N. 68°28'00" E., 232.64 feet, to the **Point of beginning** and containing **0.528** acre, more or less

*For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.*

Date: 1/31/2023



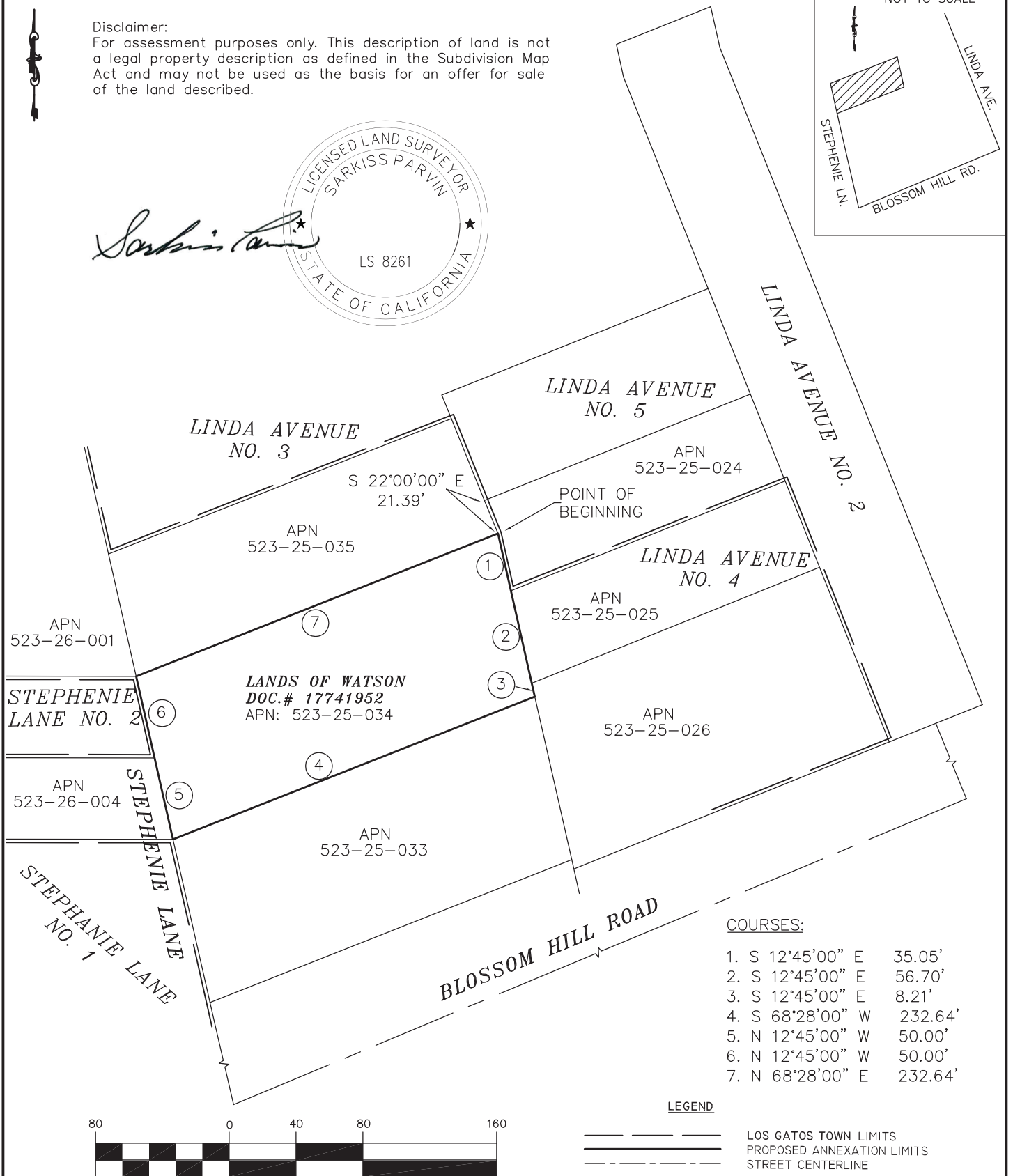
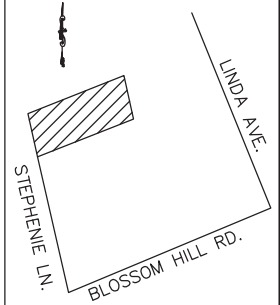
**Disclaimer:**

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.



**LOCATION MAP**

NOT TO SCALE

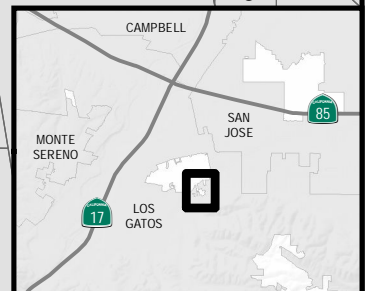
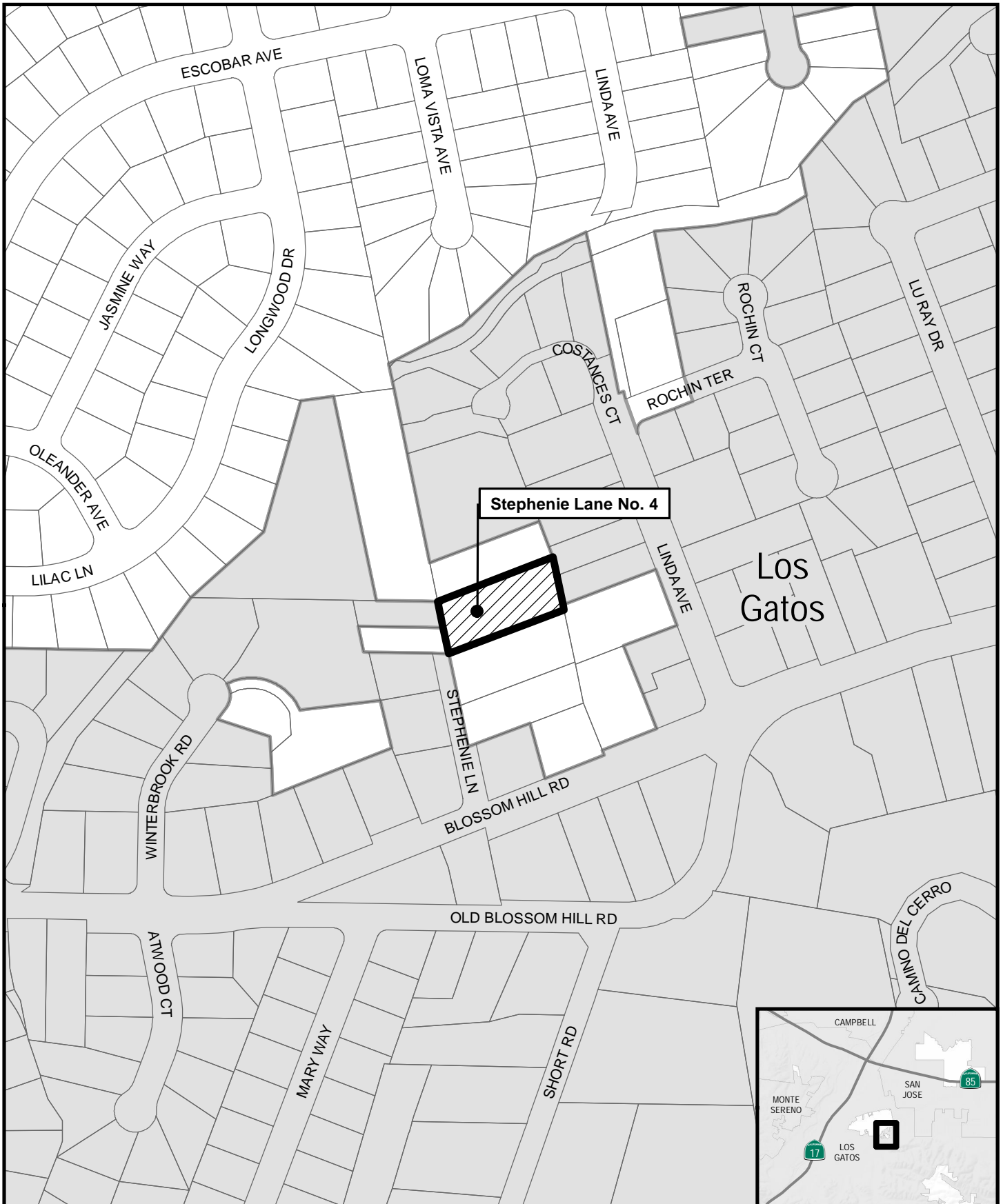


**EXHIBIT "B"**

STEPHENIE LANE NO. 4 ANNEXATION  
BEING A PORTION OF RANCHO RINCONADA DE LOS  
GATOS, COUNTY OF SANTA CLARA, CALIFORNIA

**ENGINEERS**  
**CIVIL ENGINEERS**




1534 CAROB LANE  
LOS ALTOS, CA 94024  
TEL: (650) 941-8055  
FAX: (650) 941-8755

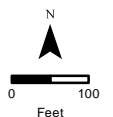


**County of Santa Clara**  
 Department of Planning and Development  
 County Government Center, East Wing  
 70 West Hedding St., 7th Floor  
 San Jose, California 95110

**EXHIBIT A**  
**Stephenie Lane No. 4**  
**0.528 acres +/-**

Prepared for the Office of the County Surveyor  
 February 07, 2023  
 August Hanks, County Surveyor

-  Area of Annexation
-  Incorporated Lands
-  Unincorporated Lands



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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/02/2023

ITEM NO: 4

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DATE: April 14, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Adopt a Resolution Declaring Hazardous Vegetation (Brush) a Public Nuisance, Ordering Abatement, and Setting June 20, 2023 as a Public Hearing to Consider Objections to the Proposed Removal of Brush

**RECOMMENDATION:**

Adopt a resolution (Attachment 1) declaring hazardous vegetation (brush) a public nuisance, ordering abatement, and setting June 20, 2023 as a public hearing to consider objections to the proposed removal of the brush.

**BACKGROUND:**

The Santa Clara County Fire Department implements and manages a hazardous brush abatement program for the Wildland Urban Interface (WUI) areas (hillside areas) within its jurisdictional boundaries, which includes the incorporated areas of Los Gatos, to ensure appropriate defensible space for structures.

The Town annually adopts the Hazardous Vegetation (Brush) Abatement Program and works with the County, which serves as the enforcement agent and conducts their own inspections.

In January of each year, homeowners are reminded that they must remove native brush and vegetation from around their home to create defensible space. The brush abatement program entails inspections of hillside properties by fire crews beginning in early April each year. If properties are found to be out of compliance with the regulations found in the California Fire Code relative to vegetation clearance, they are given notice of the violation. A contractor is authorized by the County to perform the necessary work if compliance is still not achieved by approximately the end of June each year.

**PREPARED BY:** Meredith Johnston  
Administrative Technician

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

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PAGE 2 OF 4

SUBJECT: Adopt a Resolution Declaring Hazardous Vegetation (Brush) a Public Nuisance, Ordering Abatement, and Setting June 20, 2023 as a Public Hearing to Consider Objections to the Proposed Removal of Brush

DATE: April 14, 2023

BACKGROUND (continued):

The costs associated with the abatement work are then assessed on the property owner's tax bill for that parcel.

DISCUSSION:

In February of 2023, the Santa Clara County Fire Prevention Division notified property owners located within the designated Wildland Urban Interface (WUI) area of the requirement to comply with the safety regulations related to flammable vegetation abatement (Attachment 2).

At the time of the notice, property owners were given the option to complete the required work themselves, hire their own contractor, or elect to schedule the Town of Los Gatos' authorized contractor (Santa Clara County) to perform the work.

Below is the scheduled outline for the 2023 hazardous brush abatement program:

February 2023	The 2023 Brush Abatement Program letters were mailed to property owners.
April 1, 2023	Santa Clara County Fire Department (SCCFD) began conducting the first property inspections. A door hanger describing the safety regulations is placed at the property and a copy is mailed to the property owner's mailing address.
May 2, 2023	Town Council adopts a Resolution declaring hazardous vegetation (brush) a public nuisance and sets June 20, 2023 as a public hearing to consider objections to the proposed removal of brush.
May/June 2023	SCCFD begins re-inspecting the properties that were out of compliance at the time of the first inspection. Property owners who are not in compliance at the time of re-inspection will be identified and notice will be sent to the property owners providing information about the June 20 <sup>th</sup> public hearing. The Town publishes notices of the public hearing at least 10 days prior to the hearing.
June 20, 2023	Town Council conducts a public hearing to consider objections to the proposed removal of hazardous vegetation (brush) of parcels declared non-compliant and orders the abatement of the nuisance by the Town's authorized contractor (Santa Clara County).

SUBJECT: Adopt a Resolution Declaring Hazardous Vegetation (Brush) a Public Nuisance, Ordering Abatement, and Setting June 20, 2023 as a Public Hearing to Consider Objections to the Proposed Removal of Brush

DATE: April 14, 2023

DISCUSSION (continued):

- |                |   |
|----------------|---|
| June 2023      | After the June 20 <sup>th</sup> public hearing, an additional inspection of all identified properties listed on the report will be conducted before the Town's authorized contractor performs any abatement work. If the property is found to be in compliance at the time of the re-inspection or upon the arrival of the abatement contractor, no work will be performed, and no charges will be imposed. |
| July 2023      | The County provides the Town with an assessment list of charges for work that ultimately was performed by the contractor. If there are no proposed charges, no additional public hearing is required.   |
| August 1, 2023 | In the event a list of assessed charges is provided to the Town in July, the Town Council will conduct a public hearing on the hazardous vegetation (brush) abatement charges and adopt a resolution confirming or modifying assessments.   |
| August 2, 2023 | The Town submits a list of charges as a special assessment to the County Tax Collector.   |

CONCLUSION:

Adopt a resolution (Attachment 1) declaring hazardous vegetation (brush) a public nuisance, ordering abatement, and setting June 20, 2023 as a public hearing to consider objections to the proposed removal of the brush.

COORDINATION:

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

FISCAL IMPACT:

The costs associated with abatement work are placed on the property tax bill for that parcel. Funds are provided in the FY 2023/24 Budget (Program 5101) to cover the cost of publishing the legal notice for the June public hearing.

ENVIRONMENTAL ASSESSMENT:

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

PAGE 4 OF 4

SUBJECT: Adopt a Resolution Declaring Hazardous Vegetation (Brush) a Public Nuisance,  
Ordering Abatement, and Setting June 20, 2023 as a Public Hearing to Consider  
Objections to the Proposed Removal of Brush

DATE: April 14, 2023

Attachments:

1. Resolution declaring hazardous vegetation (brush) a public nuisance, ordering abatement, and setting June 20, 2023 as a public hearing to consider objections to the proposed removal of brush (includes Exhibit A).
2. Letters sent to property owners within the Wildland Urban Interface (WUI) area.

**DRAFT RESOLUTION 2023-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
DECLARING HAZARDOUS VEGETATION (BRUSH) A PUBLIC NUISANCE, ORDERING  
ABATEMENT, AND SETTING JUNE 20, 2023 AS A PUBLIC HEARING TO CONSIDER  
OBJECTIONS TO THE PROPOSED REMOVAL OF BRUSH**

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

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

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

ATTACHMENT 1

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

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

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

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

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

**BE IT FURTHER RESOLVED** that on the 20<sup>th</sup> day of June 2023, at a meeting of the Town Council beginning at 7:00 p.m. in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, a public hearing will be held during which all property owners within the Wildland Urban Interface areas in the Town of Los Gatos having any objections to the proposed abatement of hazardous vegetation (brush) will be heard and given due consideration.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 2<sup>nd</sup> day of May 2023 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_



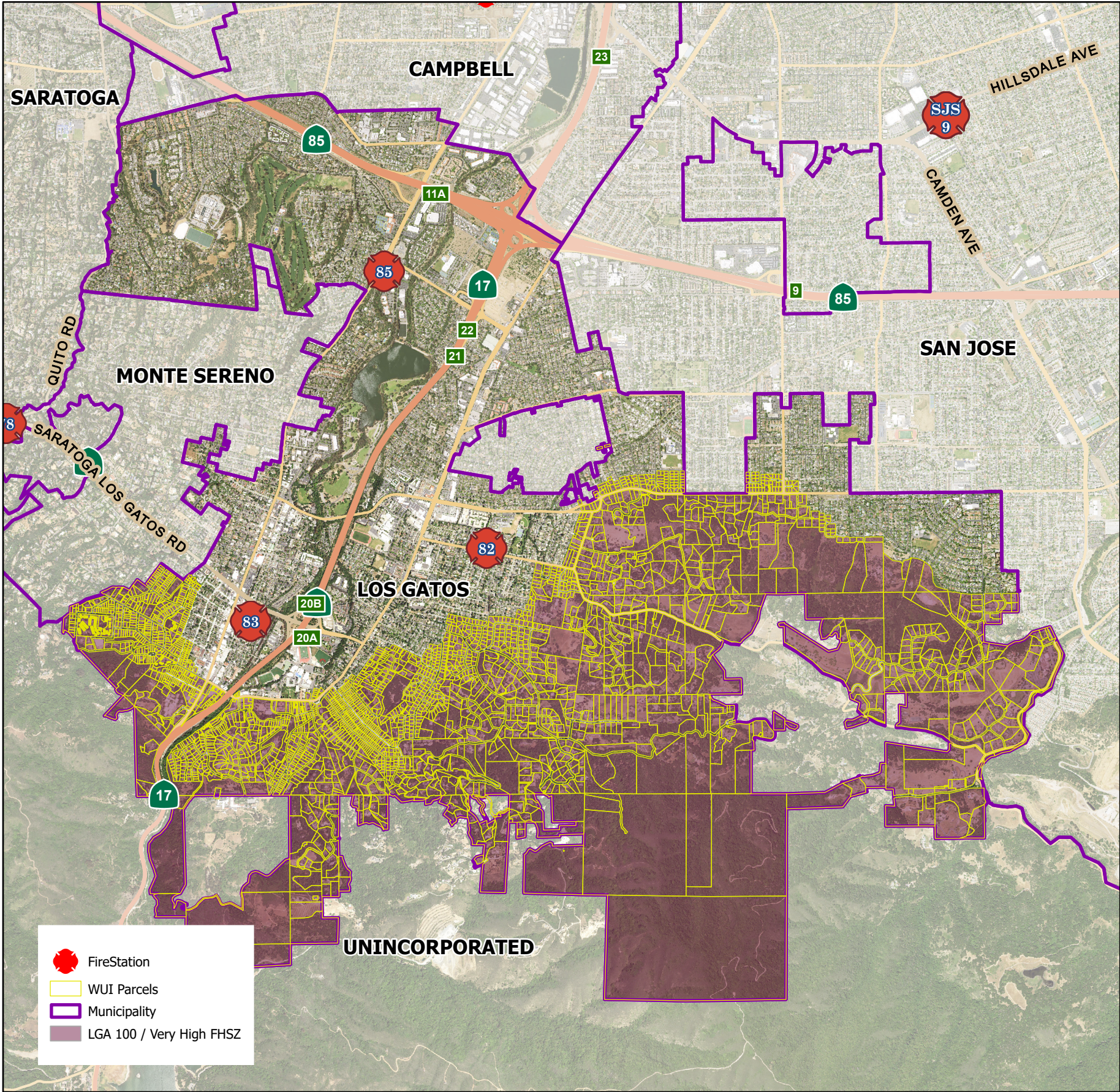


# Town of Los Gatos Overview Map

## Local Responsibility Area Fire Hazard Severity Zones

### Exhibit "A"

June 2022



### LGA 100 / LRA Very High FHSZ

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LGA 100 / LRA Very High FHSZ

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52701002	52708016	52715010	52755013	52901022	52930023	52931088	52933031	52935029	52937012	52939046	53201019	53212001	53214006	53217017	53220007	53224003	53228028	53229042	53230051	53233041	53236010	53238010	53703015	53715026	53723057
52701003	52708017	52715011	52755014	52901025	52930025	52931089	52933032	52935030	52937013	52939047	53201020	53212002	53214007	53217018	53220008	53224004	53228029	53229043	53230052	53233042	53236011	53238011	53703018	53715027	53723058
52701004	52708018	52716001	52755015	52901026	52930026	52931090	52933033	52935031	52937015	52939048	53201021	53212003	53214008	53217020	53220010	53224011	53228030	53229044	53230053	53233043	53236012	53239004	53703030	53715028	53723061



LGA 100 / LRA Very High FHSZ

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53726039	53733001
53726040	53733002
53726045	53733003
53726046	53733004
53726053	53733005
53726054	53733006
53726061	53733007
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53727009	56719033
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53727047	56719037
53727065	56723007
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53729005	56723046
53729006	56724010
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53729008	56724012
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53730003	56724014
53730004	56724015
53730005	56724016
53730006	56724017
53730007	56724018
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53730010	56724020
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February 27, 2023

<<Endorsement Line>>

<<Owner Name>>  
<<Owner Address>>  
<<Owner City>>, <<Owner State>> <<Owner ZIP Code>>



RE: <<Property Address>> / APN: <<APN>>

Dear Property Owner,

Each year, the Santa Clara County Fire Department (SCCFD) partners with the Town of Los Gatos to conduct Wildland Fire Safety Inspections. As a property owner in a designated Fire Hazard Severity Zone of the Wildland Urban Interface, you must comply with the minimum fire safe regulations. SCCFD continues to be committed to achieving fire resilience for our residents and our community. The enclosed packet provides information about your property and how to protect your home, family, and community from the threat of wildfires.

This packet also includes a property self-inspection card that can be completed and returned by mail or online with the provided QR code. Self-inspections are a key component in our efforts to mitigate wildfire risk in the community and are essential for maintaining defensible space. When combustible vegetation is removed or reduced around structures, the defensible space buffer can slow or stop the spread of wildfire.

Your property is in a **Very High Fire Hazard Severity Zone** of the Wildland Urban Interface Area and requires **100 feet** of defensible space from all structures. The enforced safety regulations for your property include:

**Enforced Safety Regulations (Items A - F)**

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

**Additional Requirements (Municipal Code §9.30.005)**

- New construction must create a noncombustible area a minimum of 5 feet from all structures.
- Remove flammable vegetation a minimum of 10 feet around liquified petroleum gas tanks/containers.
- Store combustible materials (e.g., woodpiles, lumber, and scrap) a minimum of 30 feet from all structures and separated from the crown of trees by a minimum horizontal distance of 15 feet.
- Firewood and combustible materials shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs.

<<Owner Name>>  
<<Owner Address>>  
<<Owner City>>, <<Owner State>> <<Owner ZIP Code>>

PLACE  
STAMP  
HERE

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

Owner Responsibilities:

- 1. Please ensure that your property satisfies the requirements above. You have the option to complete the required work yourself or hire your own contractor. For information about vegetation abatement services, visit WeedAbatement.SCCgov.org or call 408.282.3145.
- 2. Please either complete and return the attached property self-inspection card **OR** scan the QR Code below to report the current status of your property *before April 1, 2023*.

Inspection Schedule:

On April 1, 2023, SCCFD will begin conducting property inspections. Property owners not in compliance will be notified of what work needs to be completed to comply with the Enforced Safety Regulations. Please contact us if you are unable to complete the required work due to late season rains or other special circumstance.

On June 1, 2023, we will begin conducting re-inspections of the properties that were out of compliance at the time of the first property inspection. If your property fails to comply with Items A, B, C, or D of the Enforced Safety Regulations specified above, the compliance work will be completed by the **Town of Los Gatos'** authorized contractor, and the charges for this service will appear on your next property tax bill.

SCCFD will be hosting informative community wildfire preparedness webinars; please see the enclosed flyer for details. If you have concerns regarding the safety compliance of your property, a limited number of courtesy property inspections will be available during the month of April. For questions or to request a courtesy property inspection, please contact the Fire Prevention Division at 408.341.4420.

Sincerely,  
  
Hector R. Estrada, Deputy Chief  
Fire Prevention Division

Resources and Information

- Santa Clara County Fire Department:** [www.SCCFD.org/rsg](http://www.SCCFD.org/rsg) • 408.378.4010  
Offers community education and risk reduction programs, including fire safety, injury prevention, disaster and wildfire resilience
- Santa Clara County FireSafe Council:** [www.SCCFireSafe.org](http://www.SCCFireSafe.org) • 408.975.9591  
Protects and educates communities at risk from wildfire through fuel reduction programs, outreach and community planning efforts
- Santa Clara County Office of Emergency Management:** [EmergencyManagement.SCCgov.org](http://EmergencyManagement.SCCgov.org) • 408.808.7800  
Coordinates county-wide all hazards preparedness, including managing the AlertSCC Emergency Alert System ([www.alertscc.org](http://www.alertscc.org))
- Santa Clara County Weed Abatement Program:** [WeedAbatement.SCCgov.org](http://WeedAbatement.SCCgov.org) • 408.282.3145  
Provides community education and hazard abatement services to protect communities from fire hazards

Choose ONE:

- 1. Scan the QR code below with a smartphone camera to submit your response online **OR**
- 2. Complete and mail the attached information card below.

Option 1 - Respond Online

Evacuation Zone ID:<<ZoneID>>  
Private Access Key: <<AccessKey>>



Or Online: [qrs.ly/syej73x](https://qrs.ly/syej73x)

Option 2 - Respond by Mail

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

☐ I have inspected my property for flammable vegetation clearance and believe it complies with the Enforced Safety Regulations. I understand that an inspection of my property may be conducted to verify compliance.

☐ I will remove flammable vegetation around all structures on my property in accordance with the Enforced Safety Regulations no later than **June 1, 2023**. I understand that if the required work is not completed, the authorized contractor may complete the work and the charges will appear on my next property tax bill.

☐ I am no longer the owner of this property.

☐ There are no structures on this property.

Name (print clearly): \_\_\_\_\_ Date: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/02/2023

ITEM NO: 5

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DATE: April 14, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Adopt a Resolution Approving Engineer's Report, Adopt Resolution of Intention to Order Levy Collection of Assessments for the Following Landscape and Lighting Districts: Blackwell Drive, Kennedy Meadows, Santa Rosa Heights, Vasona Heights, Hillbrook Drive, Gemini Court, and Set Public Hearing for June 20, 2023.

**RECOMMENDATION:**

Staff recommends that the Town Council:

- a. Adopt a Resolution (Attachment 1) approving the Engineer's Report for all Landscape and Lighting Districts (Attachment 8) for FY 2023/24.
- b. Adopt a Resolution (Attachment 2) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1-Blackwell Drive Benefit Zone.
- c. Adopt a Resolution (Attachment 3) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1-Kennedy Meadows Benefit Zone.
- d. Adopt a Resolution (Attachment 4) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1-Santa Rosa Heights Benefit Zone.
- e. Adopt a Resolution (Attachment 5) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1-Vasona Heights Benefit Zone.
- f. Adopt a Resolution (Attachment 6) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1-Hillbrook Drive Benefit Zone.
- g. Adopt a Resolution (Attachment 7) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 2-Gemini Court Benefit Zone.
- h. Set June 20, 2023 as the date for the public hearing to hear and consider and consider protests for the levy and collection of assessments.

**PREPARED BY:** Meredith Johnston  
Administrative Technician

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

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BACKGROUND:

On April 18, 2023, the Town Council adopted a Resolution 2023-14 (Attachment 9) Describing Improvements and Directing the Preparation of the Engineer's Report for Fiscal Year (FY) 2023/24 for Landscape and Lighting Assessment Districts No. 1 and 2.

DISCUSSION:

In accordance with the adopted Resolution and pursuant to the requirements of the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500), the Engineer's Report (Attachment 8) contains the following information:

1. Plans and specifications for the maintenance of the existing improvements and for proposed new improvements, if any, to be made within the assessment Districts or within any zones thereof.
2. An estimate of the costs of said proposed new improvements, if any, to be made along with the costs of maintenance or servicing, or both, thereof, and of any existing improvements, together with the incidental expenses in connection therewith.
3. 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 the said diagram.
4. A proposed assessment of the total amount of the estimated costs and expenses of the maintenance activities and proposed new improvements, if any, 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.

The recommended actions would maintain the assessments at each of the benefit zones at the historic level, with no additions or reductions as these funding levels are appropriate to address regular ongoing maintenance as well as capital maintenance as needed.

The Council may also direct that modifications be made to the Engineer's Report if it so desires.

After Council's consideration and adoption of the Resolutions Approving the FY 2023/24 Preliminary Engineer's Report (Attachment 1), Intentions to Levy and Collect Assessments (Attachments 2-7), and setting the date and time for the public hearing for June 20, 2023, Town

PAGE 3 OF 4

SUBJECT: Landscape and Lighting Assessment Districts 1 & 2

DATE: April 14, 2023

DISCUSSION (continued):

staff will mail a Notice of Intention to Levy Annual Assessments for FY 2023/24 to all property owners, which will include the public hearing date, time, and location.

Persons wishing to protest the levy and collection of assessments may do so by submitting/mailling the protest to the Town Clerk, 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk - [Clerk@LosGatosCA.gov](mailto:Clerk@LosGatosCA.gov); or attending the public hearing. Any written protest must be received by the Town Clerk no later than the public hearing of June 20, 2023, as described above.

Protests must identify the grounds for the protest, the person filing the protest, and the property owned by the person filing the protest.

At the conclusion of the public hearing, the Town staff will transmit the assessment amounts to the County Assessor which will appear as a separate item on the property tax bill for each parcel.

CONCLUSION:

Staff recommends that the Town Council adopt the attached seven resolutions to continue the annual process of renewing the Landscape and Lighting Assessment Districts 1 & 2 for FY 2023/24. If the Town Council approves these actions, staff will mail Notices of Intention to Levy Annual Assessments for FY 2023/24 to all property owners within the districts prior to the public hearing in June.

FISCAL IMPACT:

There are no direct fiscal impacts on the Town's General Fund as a result of administering the Landscape and Lighting Assessment Districts. All of the costs associated with the Districts are recovered via the assessments levied against the property owners within the Districts. There are no proposed increases in any of the parcel assessments for FY 2023/24 that would require a ballot vote under Proposition 218.

ENVIRONMENTAL ASSESSMENT:

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

PAGE 4 OF 4

SUBJECT: Landscape and Lighting Assessment Districts 1 & 2

DATE: April 14, 2023

Attachments:

1. Resolution Approving Engineer's Report for all Landscape and Lighting Districts for FY 2023/24.
2. Resolution of Intention to Order the Levy and Collection of Assessments - Blackwell Drive Benefit Zone.
3. Resolution of Intention to Order the Levy and Collection of Assessments – Kennedy Meadows Benefit Zone.
4. Resolution of Intention to Order the Levy and Collection of Assessments – Santa Rosa Heights Benefit Zone.
5. Resolution of Intention to Order the Levy and Collection of Assessments – Vasona Heights Benefit Zone.
6. Resolution of Intention to Order the Levy and Collection of Assessments – Hillbrook Drive Benefit Zone.
7. Resolution of Intention to Order the Levy and Collection of Assessments – Gemini Court Benefit Zone.
8. Engineer's Report for FY 2023/24.
9. Resolution 2023-14

**RESOLUTION 2023-**  
**RESOLUTION OF THE TOWN COUNCIL**  
**OF THE TOWN OF LOS GATOS**  
**APPROVING THE ENGINEER'S REPORT FOR**  
**LANDSCAPE AND LIGHTING ASSESSMENT DISTRICTS NO. 1 & 2 FOR**  
**FISCAL YEAR 2023/24**

**WHEREAS**, pursuant to the Landscaping and Lighting Act of 1972, on the 18<sup>th</sup> day of April 2023, said Council did adopt its Resolution No. 2023-14 "A Resolution Describing Improvements and Directing Preparation of Engineer's Report For Fiscal Year 2023/24 for the Town of Los Gatos Landscape and Lighting Assessment Districts No. 1 & 2," in said Town and did refer the proposed improvements to the Engineer of the Town and did therein direct said Engineer to prepare and file with the Town Clerk of said Town a report, in writing, all as therein more particularly described; and

**WHEREAS**, said Town Engineer prepared and filed with the Town Clerk a report in writing as called for in said Resolution No. 2023-14 and under and pursuant to said Act, which report has been presented to this Council for consideration; and

**WHEREAS**, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that neither said report, nor any part thereof should be modified in any respect.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. That the plans and specifications for the existing improvements and the proposed new improvements to be made within the assessment districts or within any zone thereof, contained in said report, be, and they are hereby preliminarily approved.

ATTACHMENT 1



2. That the Engineer's estimate of the itemized and total costs and expenses of said improvements, maintenance, and servicing thereof, and of the incidental expenses in connection therewith, contained in said report, be, and each of them are hereby preliminarily approved.

3. That the diagram showing the exterior boundaries of the assessment districts referred to and described in said Resolution No. 2023-14 and also the boundaries of any zones therein, and the lines and dimensions of each lot or parcel of land within said districts as such lot or parcel of land is shown on the County Assessor's maps for the fiscal year to which the report applies, each of which lot or parcel of land has been given a separate number upon said diagram, as contained in said report, be, and it hereby is preliminarily approved.

4. That the proposed assessment of the total amount of the estimated costs and expenses of the proposed improvements upon the several lots or parcels of land in said assessment districts in proportion to the estimated benefits to be received by such lots or parcels, respectively, from said improvements including the maintenance or servicing or both, thereof, and of the expenses incidental thereto, as contained in said report, be, and they are hereby preliminarily approved.

5. That said report shall stand as the Engineer's Report for the purpose of all subsequent proceedings to be had pursuant to said Resolution No. 2023-14.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 2<sup>nd</sup> day of May 2023 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_

**RESOLUTION 2023-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
FOR FISCAL YEAR 2023/24 IN  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--  
BLACKWELL DRIVE BENEFIT ZONE,  
AND TO SET PUBLIC MEETING AND PUBLIC HEARING  
TO CONSIDER THE PROPOSED ASSESSMENTS**

**WHEREAS,** Landscape and Lighting Assessment District No. 1--Blackwell Drive Benefit Zone is generally located in Tract No. 8306, as generally shown in Part D hereto and generally consists of the following improvements:

Landscaping and appurtenances in the median  
island and the streetlights constructed as a part of  
Tract No. 8306, Blackwell Drive and National  
Avenue.

**WHEREAS,** on April 18, 2023, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Blackwell Drive Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS,** the Town Engineer has prepared and filed that report; and

**WHEREAS,** the Town Council has considered and approved that report; and

**WHEREAS,** no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 2

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2023/24; and

**WHEREAS**, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1--Blackwell Drive Benefit Zone at a public hearing Tuesday, June 20, 2023, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may attend and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 20, 2023, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 2<sup>nd</sup> day of May 2023 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_

**RESOLUTION 2023-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
FOR FISCAL YEAR 2023/24 IN  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--  
KENNEDY MEADOWS BENEFIT ZONE,  
AND TO SET PUBLIC MEETING AND PUBLIC HEARING  
TO CONSIDER THE PROPOSED ASSESSMENTS**

**WHEREAS,** Landscape and Lighting Assessment District No. 1--Kennedy Meadows Benefit Zone is generally located in Tract No. 8612, as generally shown in Part D hereto and generally consists of the following improvements:

The maintenance of trees, landscaping, irrigation systems, trail and streetlights within open space areas (Parcels A and B) and along Kennedy Court and Forrester Court, as shown on the approved improvement for Tract No. 8612, Los Gatos, California and the riparian and wetlands area described in the report by H. T. Harvey Associates, dated November 11, 1994.

**WHEREAS,** on April 18, 2023 the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Kennedy Meadows Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS,** the Town Engineer has prepared and filed that report; and

ATTACHMENT 3

**WHEREAS**, the Town Council has considered and approved that report; and

**WHEREAS**, no substantial changes are proposed to be made in the improvements in the district; and

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that equal to those levied and collected in Fiscal Year 2023/24; and

**WHEREAS**, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1— Kennedy Meadows Benefit Zone at a public hearing Tuesday, June 20, 2023, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may attend and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 20, 2023, as described above.

3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.
4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 2<sup>nd</sup> day of May 2023 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_



**RESOLUTION 2023-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
FOR FISCAL YEAR 2023/24 IN  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--  
SANTA ROSA HEIGHTS BENEFIT ZONE,  
AND TO SET PUBLIC MEETING AND PUBLIC HEARING  
TO CONSIDER THE PROPOSED ASSESSMENTS**

**WHEREAS,** Landscape and Lighting Assessment District No. 1--Santa Rosa Heights Benefit Zone is generally located in Tract No. 8400, as generally shown in Part D hereto and generally consists of the following improvements:

Open space and a maintained trail constructed as a  
part of Tract No. 8400, Santa Rosa Drive and  
Shannon Road.

**WHEREAS,** on April 18, 2023, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Santa Rosa Heights Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS,** the Town Engineer has prepared and filed that report; and

**WHEREAS,** the Town Council has considered and approved that report; and

**WHEREAS,** no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 4

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2023/24; and

**WHEREAS**, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

NOW, THEREFORE, BE IT **RESOLVED AS FOLLOWS:**

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1-- Santa Rosa Heights Benefit Zone at a public hearing Tuesday, June 20, 2023, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may attend and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 20, 2023, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.
4. The Town Clerk is further ordered to cause notice of the public hearing to be

mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 2<sup>nd</sup> day of May 2023 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_

**RESOLUTION 2023-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
FOR FISCAL YEAR 2023/24 IN  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--  
VASONA HEIGHTS BENEFIT ZONE,  
AND TO SET PUBLIC MEETING AND PUBLIC HEARING  
TO CONSIDER THE PROPOSED ASSESSMENTS**

**WHEREAS,** Landscape and Lighting Assessment District No. 1--Vasona Heights Benefit Zone is generally located in Tract No. 8280, as generally shown in Part D hereto and generally consists of the following improvements:

The maintenance of trees, landscaping, irrigation systems, trail, emergency access, and retaining wall within open space areas, as shown on the approved improvement for Tract No. 8280, Los Gatos, California.

**WHEREAS,** on April 18, 2023, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Vasona Heights Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS,** the Town Engineer has prepared and filed that report; and

**WHEREAS,** the Town Council has considered and approved that report; and

**WHEREAS,** no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 5

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2023/24; and

**WHEREAS**, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1--Vasona Heights Benefit Zone at a public hearing Tuesday, June 20, 2023, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may come and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 20, 2023, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 2<sup>nd</sup> day of May 2023 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_

**RESOLUTION 2023-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
FOR FISCAL YEAR 2023/24 IN  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--  
HILLBROOK BENEFIT ZONE  
AND TO SET PUBLIC HEARING CONSIDERING  
THE PROPOSED ASSESSMENTS**

**WHEREAS**, Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone is generally located along Fairmead Lane and Hillbrook Drive, as generally shown in Part D hereto and generally consists of the following improvements:

Landscaping, turf, lighting and appurtenances on Assessor's Parcel Number 523-11-028, located at the southeast corner of Blossom Hill Road and Hillbrook Drive.

**WHEREAS**, on April 18, 2023, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS**, the Town Engineer has prepared and filed that report; and

**WHEREAS**, the Town Council has considered and approved that report; and

**WHEREAS**, no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 6

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2023/24; and

**WHEREAS**, this proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone at a public hearing Tuesday, June 20, 2023, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may come and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 20, 2023, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.



4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 2<sup>nd</sup> day of May 2023 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_

**RESOLUTION 2023-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
FOR FISCAL YEAR 2023/24 IN  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 2--  
GEMINI COURT BENEFIT ZONE,  
AND TO SET PUBLIC MEETING AND PUBLIC HEARING  
TO CONSIDER THE PROPOSED ASSESSMENTS**

**WHEREAS,** Landscape and Lighting Assessment District No. 2--Gemini Court Benefit Zone is generally located in Tract No. 8439, as generally shown in Part D hereto and generally consists of the following improvements:

Landscaping and appurtenances in the landscape strips and the streetlights constructed as a part of Tract No. 8439, Gemini Court and Blossom Hill Road.

**WHEREAS,** on April 18, 2023, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 2--Gemini Court Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS,** the Town Engineer has prepared and filed that report; and

**WHEREAS,** the Town Council has considered and approved that report; and

**WHEREAS,** no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 7

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2023/24; and

**WHEREAS**, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 2--Gemini Court Benefit Zone at a public hearing Tuesday, June 20, 2023, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may come and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 20, 2023, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 2<sup>nd</sup> day of May 2023 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_



**Landscape and Lighting  
Assessment Districts No. 1 and 2**

**Fiscal Year  
2023/24**

**ENGINEER'S REPORT**

ATTACHMENT 8

# ENGINEER'S REPORT

## LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 AND 2

(Pursuant to the Landscape and Lighting Act of 1972)

The Engineer of Work respectfully submits the enclosed report as directed by the Town Council.

  
GARY HEAP  
Town Engineer

May 2, 2023  
DATE

**I HEREBY CERTIFY** that the enclosed Engineer's Report, with Assessment and Assessment Diagram thereto attached was filed with me on the 2nd day of May, 2023.

TOWN CLERK, Town of Los Gatos  
Santa Clara County, California

**I HEREBY CERTIFY** that the enclosed Engineer's Report, with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the Town Council of the Town of Los Gatos, California on the 2<sup>nd</sup> day of May 2023, by Resolution No. 2023-\_\_\_\_\_

TOWN CLERK, Town of Los Gatos  
Santa Clara County, California

**I HEREBY CERTIFY** that the enclosed Engineer's Report, with Assessment and Assessment Diagram thereto attached was filed with the County Assessor of the County of Santa Clara on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.



**Landscape and Lighting  
Assessment District No. 1**

**BLACKWELL DRIVE  
BENEFIT ZONE**

**Fiscal Year  
2023/24**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2023/24**

**LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1**  
(Pursuant to the Landscaping and Lighting Act of 1972)

**BLACKWELL DRIVE BENEFIT ZONE**

Gary Heap, Town Engineer for Landscape and Lighting Assessment District No. 1, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

Maintaining the landscaping in the median island constructed as a part of Tract No. 8306 and maintaining the streetlights installed along Blackwell Drive and National Avenue as a part of Tract No. 8306.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the proposed assessment against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
\_\_\_\_\_  
GARY HEAP  
Town Engineer

May 2, 2023  
DATE



## **PART A**

**FISCAL YEAR 2023/24**

**PLANS, SPECIFICATIONS AND REPORTS**

### **BLACKWELL DRIVE BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Greg G. Ing, and Associates, dated February 16, 1990. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

PART B					
ESTIMATE OF THE COST OF IMPROVEMENTS					
FISCAL YEAR 2022/23					
BLACKWELL DRIVE BENEFIT ZONE					
Fiscal Year 2021/22 Resources					
		Fund Balance 6/30/21		\$	14,085
		Assessment			3,160
		Delinquent Assessment			0
		Penalties/Late Fees			0
		Interest			150
		<b>Total Resources Available for FY 2021/22</b>		<b>\$</b>	<b>17,395</b>
Fiscal Year 2021/22 Expenses					
		Santa Clara County Collection Fee		\$	32
		Publication & Notification Charges			148
		Light Pole Maintenance			0
		Electric Utility			0
		San Jose Water			1,079
		Landscape Contractor			1,936
		Town Administrative Charges			460
		<b>Total Expenses for FY 2021/22</b>		<b>\$</b>	<b>3,655</b>
		<b>Ending Fund Balance for FY 2021/22</b>		<b>\$</b>	<b>13,740</b>
Fiscal Year 2022/23 Estimated Resources					
		Fund Balance 6/30/22		\$	13,740
		Assessment			3,160
		Interest			50
		<b>Total Estimated Resources Available for FY 2022/23</b>		<b>\$</b>	<b>16,950</b>
Fiscal Year 2022/23 Estimated Expenses					
		Santa Clara County Collection Fee		\$	32
		Publication & Notification Charges			300
		Tree Services			0
		Weed Abatement			0
		Light Pole Maintenance			0
		Electric Utility			0
		San Jose Water			910
		Landscape Contractor			1,742
		District Capital Improvement			7,500
		Town Administrative Charges			460
		<b>Total Estimated Expenses for FY 2022/23</b>		<b>\$</b>	<b>10,944</b>
		<b>Estimated Ending Fund Balance for FY 2022/23</b>		<b>\$</b>	<b>6,006</b>

## PART C

### ASSESSMENT ROLL FISCAL YEAR 2023/24

### **BLACKWELL DRIVE BENEFIT ZONE**

Special Assessment No.	Amount of Assessment	Property Description
Lot 1	\$632	424-12-123
Lot 2	\$632	424-12-124
Lot 3	\$632	424-12-125
Lot 4	\$632	424-12-126
Lot 5	\$632	424-12-127
<b>Total Assessment:</b>	<b>\$3,160</b>	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

#### **METHOD OF APPORTIONMENT OF ASSESSMENT**

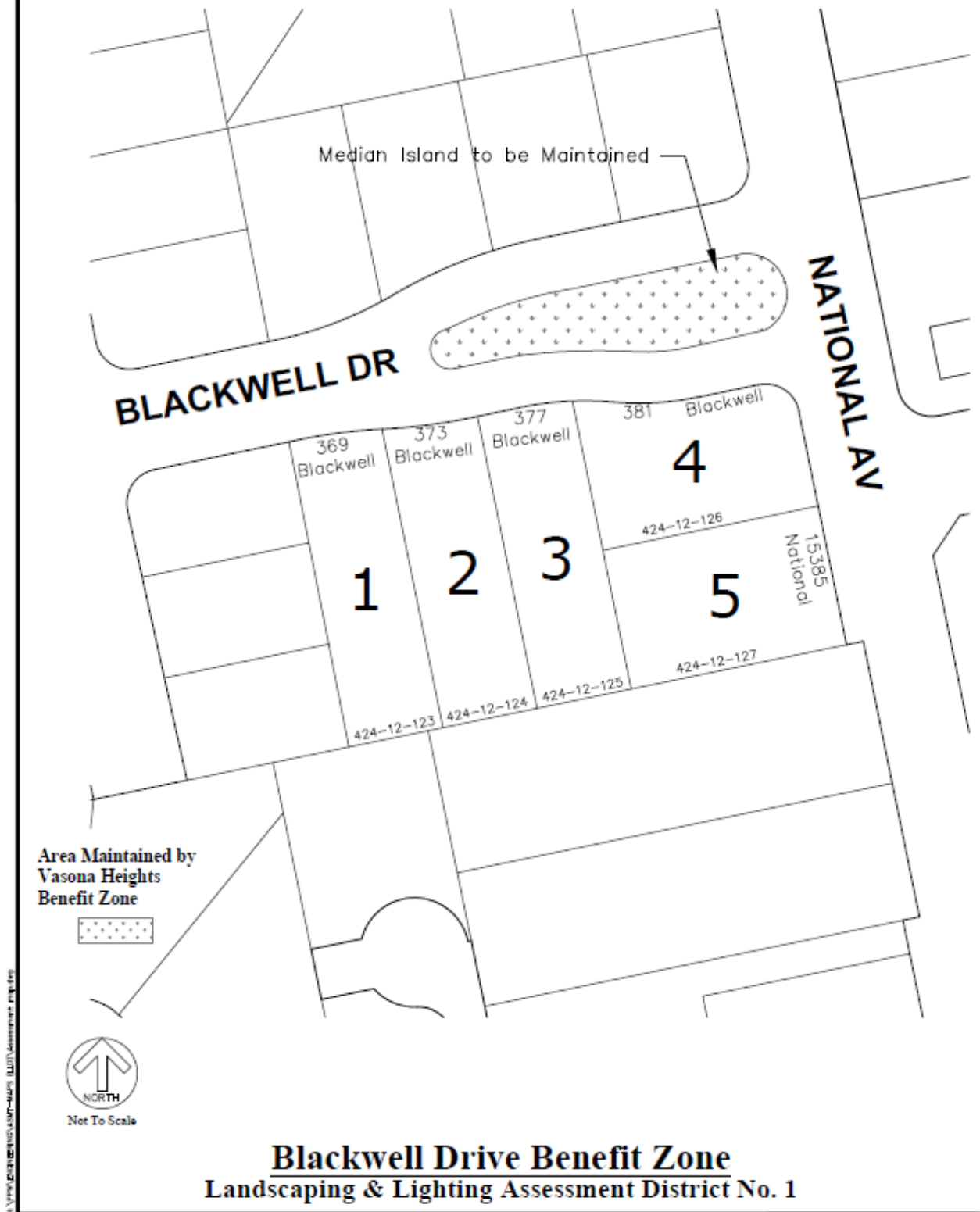
The total amount of the assessment was apportioned equally to all the lots within the Blackwell Drive Benefit Zone of Landscape and Lighting Assessment District No. 1.

## BLACKWELL DRIVE BENEFIT ZONE

### PROPERTY OWNERS LIST

APN	Owner
42412123	SUBRAMANYAM DEVAVRATH TRUSTEE & ET AL
42412126	JOSHI ANILA AND ROHIT
42412125	URRICARIET CHRISTIAN M AND MARTINEZ-VISBAL
42412124	VUPPUNUTULA VENKAT REDDY AND REDDY SAHITHI
42412127	MORADI MOSTAFA

PART "D"  
Assessment Diagram





**Landscape and Lighting  
Assessment District No. 1**

**KENNEDY MEADOWS  
BENEFIT ZONE**

**Fiscal Year  
2023/24**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2023/24**

**LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1**  
(Pursuant to the Landscaping and Lighting Act of 1972)

**KENNEDY MEADOWS BENEFIT ZONE**

Gary Heap, Town Engineer for Landscape and Lighting Assessment District No. 1--Kennedy Meadows Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

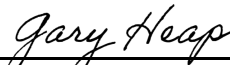
The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, trail, and streetlights within open space areas (Parcels A and B) and along Kennedy Court and Forrester Court, as shown on the approved improvement for Tract No. 8612, Los Gatos, California and the riparian and wetlands area described in the report by H. T. Harvey Associates, dated November 11, 1994.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements and the report by H. T. Harvey Associates are filed in the Clerk Department. Although separately bound, the plans, specifications and H.T. Harvey report are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements, including interest on the funds advanced to the benefit zone by the Town.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
\_\_\_\_\_  
GARY HEAP  
Town Engineer

May 2, 2022  
DATE

## **PART A**

**FISCAL YEAR 2023/24**

### **PLANS, SPECIFICATIONS AND REPORTS**

#### **KENNEDY MEADOWS BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Nowack and Associates, Civil Engineers, dated September 21, 1994, their job number 90-263C, pages 1 - 11. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

The wetlands mitigation and monitoring plan was prepared by H.T. Harvey & Associates, Ecological Consultants, dated November 11, 1994, their file number 733-04, 11 pages. A revised wetlands mitigation plan is contained in a letter to the U.S. Army Corp of Engineers and California Regional Water Quality Control Board dated August 30, 1995 and as-built plans in a letter dated February 21, 1995. The original report and letters have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in this Report by reference.



<b>PART B</b>	
<b>ESTIMATE OF THE COST OF IMPROVEMENTS</b>	
<b>FISCAL YEAR 2022/23</b>	

### KENNEDY MEADOWS BENEFIT ZONE

<b>Fiscal Year 2021/22 Resources</b>				
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				Fund Balance 6/30/21			\$	20,416
				Assessment				10,378
				Delinquent Assessment				0
				Penalties/Late Fees				0
				Interest				215
				<b>Total Resources Available for FY 2021/22</b>			<b>\$</b>	<b>31,009</b>

<b>Fiscal Year 2021/22 Expenses</b>			
-------------------------------------	--	--	--

	Santa Clara County Collection Fee		\$	103
	Publication & Notification Charges			148
	Light Pole Maintenance			0
	Weed Abatement			0
	Electric Utility			0
	San Jose Water			1,899
	Landscape Contractor			6,007
	Town Administrative Charges			1,510
	Improvements (Trail)			0
	<b>Total Expenses for FY 2021/22</b>		<b>\$</b>	<b>9,667</b>

Ending Fund Balance for FY 2021/22		\$	21,342
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Fiscal Year 2022/23 Estimated Resources			
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		Fund Balance 6/30/22				\$	21,342
		Assessment					10,275
		Interest					330
		<b>Total Estimated Resources Available for FY 2022/23</b>				<b>\$</b>	<b>31,947</b>

<b>Fiscal Year 2022/23 Estimated Expenses</b>			
---	--	--	--

	Santa Clara County Collection Fee		\$	103
	Publication & Notification Charges			300
	Tree Services			0
	Weed Abatement			0
	Light Pole Maintenance			0
	Electric Utility			0
	San Jose Water			1,500
	Landscape Contractor			11,882
	District Capital Improvements			10,000
	Town Administrative Charges			1,510
	<b>Total Estimated Expenses for FY 2022/23</b>		<b>\$</b>	<b>25,295</b>

Estimated Ending Fund Balance for FY 2022/23	\$	6,652
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## PART C

### ASSESSMENT ROLL FISCAL YEAR 2023/24

### **KENNEDY MEADOWS BENEFIT ZONE**

Special Assessment No.	Amount of Assessment	Property Description
Lot 1	\$685.00	532-18-050
Lot 2	\$685.00	532-18-049
Lot 3	\$685.00	532-18-048
Lot 4	\$685.00	532-18-047
Lot 5	\$685.00	532-18-052
Lot 6	\$685.00	532-18-063
Lot 7	\$685.00	532-18-062
Lot 8	\$685.00	532-18-061
Lot 9	\$685.00	532-18-060
Lot 10	\$685.00	532-18-059
Lot 11	\$685.00	532-18-058
Lot 12	\$685.00	532-18-057
Lot 13	\$685.00	532-18-056
Lot 14	\$685.00	532-18-055
Lot 15	\$685.00	532-18-054
<b>Total Assessment:</b>	\$10,275	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

#### **METHOD OF APPORTIONMENT OF ASSESSMENT**

The total amount of the assessment was apportioned equally to all the lots within Kennedy Meadows Benefit Zone of Landscape and Lighting Assessment District No. 1.

# **KENNEDY MEADOWS BENEFIT ZONE**

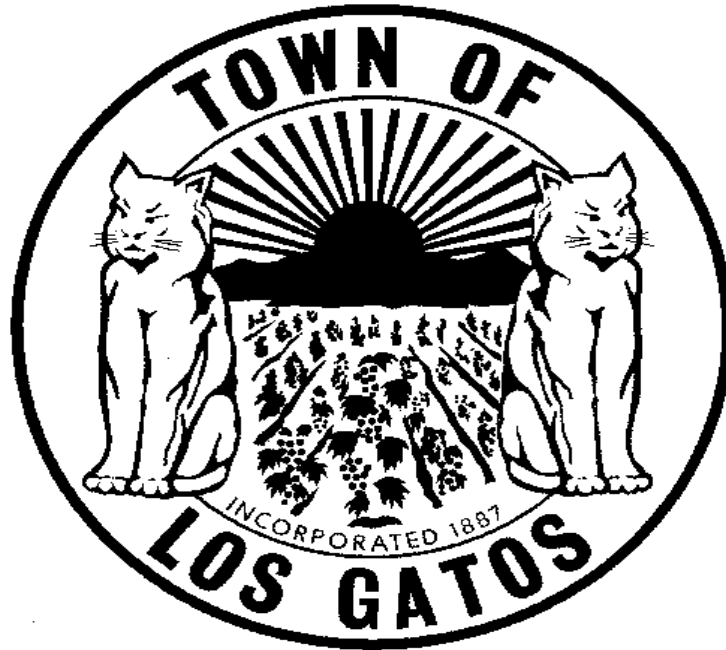
## **PROPERTY OWNERS LIST**

<b>APN</b>	<b>Owner</b>
53218060	CASA PGR LLC
53218058	CALI A STEVE AND LORI A TRUSTEE
53218050	HIRSCHMAN WILLIAM AND DODSON ELIZABETH TRUS
53218054	HACKER MARK K TRUSTEE
53218063	BIBAUD SCOTT A AND SUSAN M TRUSTEE
53218061	SCHENKEL SCOTT F AND KIMBERLY L TRUSTEE
53218062	THOMPSON PETER B AND SHEILA K TRUSTEE & ET
53218059	FRIEDER STEPHEN AND CLAIRE
53218057	LUNDSTROM PAUL AND STEPHANIE TRUSTEE
53218048	WIEDERHOLD ROBERT P AND MELINDA A TRUSTEE
53218047	DAMORE EDWARD AND KIMBERLY
53218049	JEEVUNJEE ADAM AND MARIYA
53218052	BOUGH GEOFFREY EDWARD M AND CHOW CHERYL CHI
53218055	PRIEST STEPHEN AND GULDEN STACEY
53218056	LOS GATOS SARATOGA LLC SERIES A

**PART "D"**  
**Assessment Diagram**

The diagram is a map of the Kennedy Meadows Benefit Zone, specifically Part "D". It shows a network of streets including S Kennedy Rd, Kennedy Rd, Forrester Rd, and Teresita. The map is divided into numbered lots (1-15) and areas labeled A and B. Area A is a large, irregularly shaped area in the upper left, and Area B is a smaller area in the lower left. The lots are numbered 1 through 15, with some lots having additional numbers (e.g., 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115). The map also shows a legend for the Kennedy Meadows Benefit Zone, a north arrow, and a note "Not To Scale".

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



**Landscape and Lighting  
Assessment District No. 1**

**SANTA ROSA HEIGHTS  
BENEFIT ZONE**

**Fiscal Year  
2023/24**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2023/24**

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1  
(Pursuant to the Landscaping and Lighting Act of 1972)

**SANTA ROSA HEIGHTS BENEFIT ZONE**

Gary Heap, Town Engineer for Landscape and Lighting Assessment District No. 1--Santa Rosa Heights Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

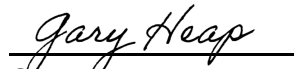
The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, trail and retaining walls, as shown on the approved improvement plans for Tract No. 8400, Los Gatos, California.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
GARY HEAP  
Town Engineer

May 2, 2023  
DATE

## **PART A**

**FISCAL YEAR 2023/24**

### **PLANS, SPECIFICATIONS AND REPORTS**

## **SANTA ROSA HEIGHTS BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Nowack & Associates, dated February 1991, their job number 90-295. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

PART B									
ESTIMATE OF THE COST OF IMPROVEMENTS									
FISCAL YEAR 2022/23									
SANTA ROSA HEIGHTS BENEFIT ZONE									
<b>Fiscal Year 2021/22 Resources</b>									
					Fund Balance 6/30/21			\$	45,970
					Assessment				4,710
					Delinquent Assessment				0
					Penalties/Late Fees				29
					Interest				465
					<b>Total Resources Available for FY 2021/22</b>			\$	<b>51,174</b>
<b>Fiscal Year 2021/22 Expenses</b>									
					Santa Clara County Collection Fee			\$	45
					Publication & Notification Charges				148
					Light Pole Maintenance				0
					Electric Utility				0
					San Jose Water				0
					Landscape Contractor				9,612
					Town Administrative Charges				660
					<b>Total Expenses for FY 2021/22</b>			\$	<b>10,465</b>
<b>Ending Fund Balance for FY 2021/22</b>								\$	<b>40,709</b>
<b>Fiscal Year 2022/23 Estimated Resources</b>									
					Fund Balance 6/30/22			\$	40,709
					Assessment				4,500
					Interest				465
					<b>Total Estimated Resources Available for FY 2022/23</b>			\$	<b>45,674</b>
<b>Fiscal Year 2022/23 Estimated Expenses</b>									
					Santa Clara County Collection Fee			\$	45
					Publication & Notification Charges				300
					Tree Services				0
					Weed Abatement				0
					Light Pole Maintenance				0
					Electric Utility				0
					San Jose Water				0
					Landscape Contractor				11,882
					Town Administrative Charges				660
					District Capital Improvements				10,000
					<b>Total Estimated Expenses for FY 2022/23</b>			\$	<b>22,887</b>
<b>Estimated Ending Fund Balance for FY 2022/23</b>								\$	<b>22,787</b>



## PART C

### ASSESSMENT ROLL FISCAL YEAR 2023/24

### **SANTA ROSA HEIGHTS BENEFIT ZONE**

Special Assessment No.	Amount of Assessment	Property Description
Lot 1	\$300.00	537-31-001
Lot 2	\$300.00	537-31-002
Lot 3	\$300.00	537-31-003
Lot 4	\$300.00	537-31-022
Lot 5	\$300.00	537-31-023
Lot 6	\$300.00	537-31-006
Lot 7	\$300.00	537-31-007
Lot 8	\$300.00	537-31-008
Lot 9	\$300.00	537-31-009
Lot 10	\$300.00	537-31-010
Lot 11	\$300.00	537-31-011
Lot 12	\$300.00	537-31-012
Lot 13	\$300.00	537-31-013
Lot 14	\$300.00	537-31-014
Lot 15	\$300.00	537-31-015
<b>Total Assessment:</b>	<b>\$4,500</b>	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

#### **METHOD OF APPORTIONMENT OF ASSESSMENT**

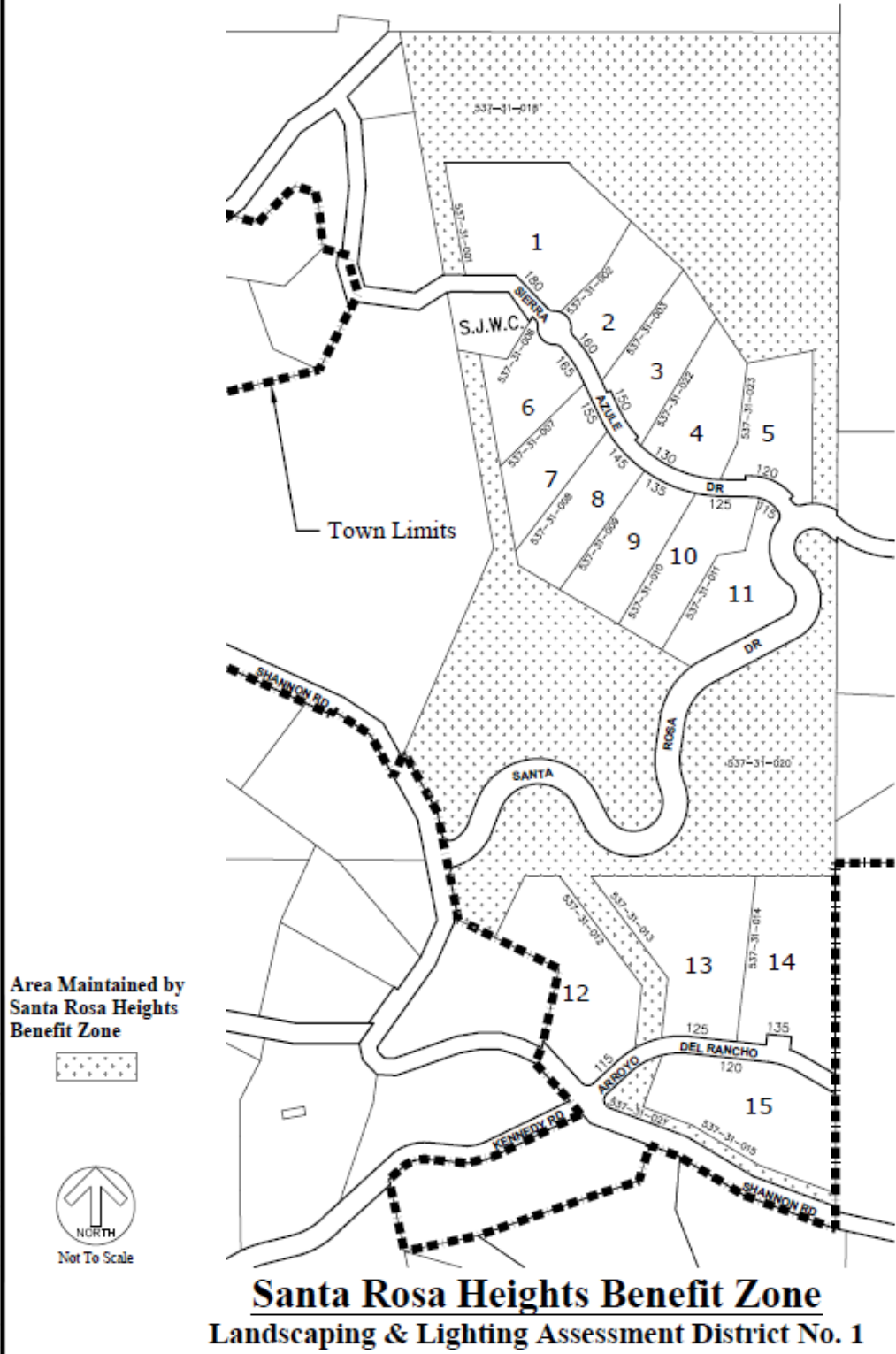
The total amount of the assessment was apportioned equally to all the lots within Santa Rosa Heights Benefit Zone of Landscape and Lighting Assessment District No. 1.

# **SANTA ROSA HEIGHTS BENEFIT ZONE**

## **PROPERTY OWNERS LIST**

<b>APN</b>	<b>Owner</b>
53731014	HERNANDEZ JOHN B AND JACKSON EVA TRUSTEE
53731023	ZAHRIYA NESSER TRUSTEE
53731017	SAN JOSE WATER WORKS
53731001	JAIN VIVEK TRUSTEE & ET AL
53731006	HWANG MING-YUN AND JENNY WEN-CHI TRUSTEE
53731015	FERGUSON ANDREW D TRUSTEE & ET AL
53731013	LAM JOSEPH AND SUSAN P
53731022	POULOS LOUIS AND EVANGELHO-POULOS MARIA TRU
53731009	TAHMASSEBI KOUROSH D AND MAZAHERI LINDA M T
53731003	SILVESTRI CHESTER J AND IRENE N TRUSTEE
53731007	Zohouri Saeed Trustee
53731012	PANCHAL NATWARLAL M AND GITA N
53731002	ENTIN BRUCE L AND PESIA TRUSTEE
53731008	KERSCHBAUM MANFRED J AND MARIANNE S TRUSTEE
53731010	HOLT ALEXANDER AND NATALIE
53731011	SINGH JAGDEEP AND ROSHNI TRUSTEE

PART "D"  
Assessment Diagram





**Landscaping and Lighting  
Assessment District No. 1**

**VASONA HEIGHTS  
BENEFIT ZONE**

**Fiscal Year  
2023/24**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2023/24**

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1  
(Pursuant to the Landscaping and Lighting Act of 1972)

**VASONA HEIGHTS BENEFIT ZONE**

Gary Heap, Town Engineer for Landscaping and Lighting Assessment District No. 1--Vasona Heights Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, trail, emergency access, and retaining wall within open space areas, as shown on the approved improvement for Tract No. 8280, Los Gatos, California.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
GARY HEAP  
Town Engineer

May 2, 2023  
DATE

## **PART A**

**FISCAL YEAR 2023/24**

**PLANS, SPECIFICATIONS AND REPORTS**

### **VASONA HEIGHTS BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Dillon/Drulias Associates, Landscape Architects, dated April 16, 1990, their job number 8840, pages L1 - L17 and revised planting and irrigation plans as prepared by Greg Ing and Associates, dated November 3, 1992 and revised November 23, 1993. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

<b>PART B</b>	
<b>ESTIMATE OF THE COST OF IMPROVEMENTS</b>	
<b>FISCAL YEAR 2022/23</b>	

## VASONA HEIGHTS BENEFIT ZONE

Fiscal Year 2021/22 Resources												
		Fund Balance 6/30/21						\$	34,727			
		Assessment						9,765				
		Delinquent Assessment							0			
		Penalties/Late Fees							0			
		Interest						380				
Total Resources Available for FY 2021/22								\$	44,872			
Fiscal Year 2021/22 Expenses												
		Santa Clara County Collection Fee						\$	97			
		Publication & Notification Charges							148			
		Light Pole Maintenance							0			
		Electric Utility							0			
		San Jose Water							2,683			
		Landscape Contractor							3,004			
		Town Administrative Charges							1,430			
		District Capital Improvements							0			
Total Expenses for FY 2021/22								\$	7,362			
Ending Fund Balance for FY 2021/22								\$	37,510			
Fiscal Year 2022/23 Estimated Resources												
		Fund Balance 6/30/22						\$	37,510			
		Assessment						9,735				
		Interest						340				
Total Estimated Resources Available for FY 2022/23								\$	47,585			
Fiscal Year 2022/23 Estimated Expenses												
		Santa Clara County Collection Fee						\$	97			
		Publication & Notification Charges							300			
		Tree Services						0				
		Weed Abatement							0			
		Light Pole Maintenance							0			
		Electric Utility							0			
		San Jose Water							2,319			
		Landscape Contractor							5,356			
		Town Administrative Charges							1,430			
		District Capital Improvements							10,000			
Total Estimated Expenses for FY 2022/23								\$	19,502			
Estimated Ending Fund Balance for FY 2022/23								\$	28,083			

**PART C**  
**ASSESSMENT ROLL**  
**FISCAL YEAR 2022/23**

**VASONA HEIGHTS BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$295.00	529-13-056
Lot 2	\$295.00	529-13-055
Lot 3	\$295.00	529-13-054
Lot 4	\$295.00	529-13-053
Lot 5	\$295.00	529-13-052
Lot 6	\$295.00	529-13-051
Lot 7	\$295.00	529-13-049
Lot 8	\$295.00	529-13-048
Lot 9	\$295.00	529-13-047
Lot 10	\$295.00	529-13-046
Lot 11	\$295.00	529-13-044
Lot 12	\$295.00	529-13-043
Lot 13	\$295.00	529-13-042
Lot 14	\$295.00	529-13-041
Lot 15	\$295.00	529-13-040
Lot 16	\$295.00	529-13-039
Lot 17	\$295.00	529-13-038
Lot 18	\$295.00	529-13-037
Lot 19	\$295.00	529-13-036
Lot 20	\$295.00	529-13-035
Lot 21	\$295.00	529-13-060
Lot 22	\$295.00	529-13-061
Lot 23	\$295.00	529-13-032
Lot 24	\$295.00	529-13-031
Lot 25	\$295.00	529-13-030
Lot 26	\$295.00	529-13-029
Lot 27	\$295.00	529-13-028
Lot 28	\$295.00	529-13-063
Lot 29	\$295.00	529-13-062
Lot 30	\$295.00	529-13-022
Lot 31	\$295.00	529-13-021
Lot 32	\$295.00	529-13-058
Lot 33	\$295.00	529-13-059
<b>Total Assessment:</b>	<b>\$9,735.00</b>	



## **METHOD OF APPORTIONMENT OF ASSESSMENT**

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

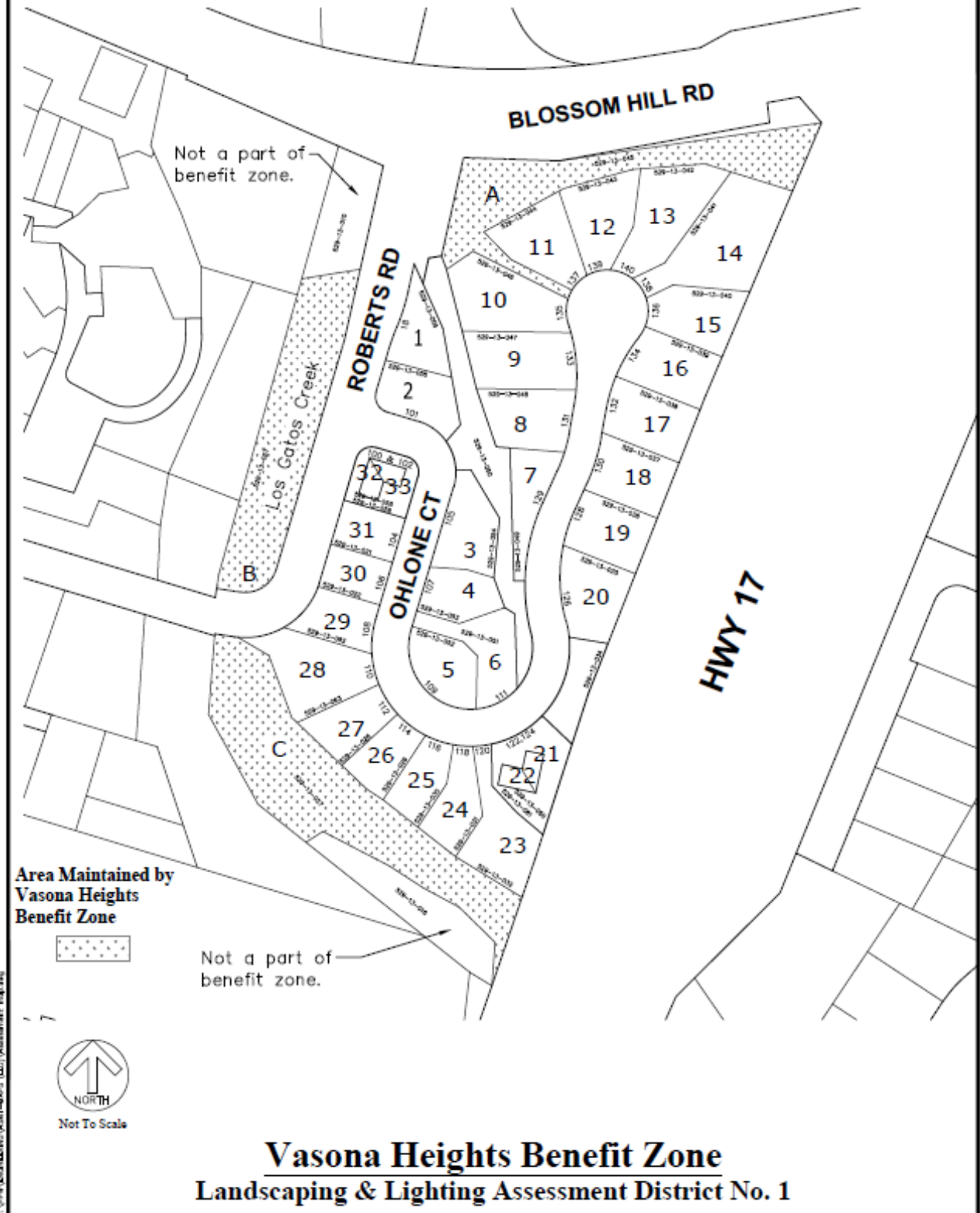
The total amount of the assessment was apportioned equally to all the lots within Vasona Heights Benefit Zone of Landscaping and Lighting Assessment District No. 1.

# **VASONA HEIGHTS BENEFIT ZONE**

## **PROPERTY OWNERS LIST**

<b>APN</b>	<b>Owner</b>
52913037	MCCLOSKEY DAVID MATTHEW AND JULIE CHRISTINE
52913042	BABALIS PETER G AND TASSIA H TRUSTEE
52913039	LALA CHAITANYA TRUSTEE & ET AL
52913054	ORTEGA HAFID AND DESTINY G
52913031	KLINE DANIEL AND SARITA G
52913030	FAN JAMES AND CYNTHIA R
52913062	SCHELL MARY TRUSTEE
52913044	CHOI JOHNNY SY AND YING YING HUNG
52913056	BODE JON A AND JULEE A TRUSTEE
52913022	SPLAINE SHANNON CUINN ET AL
52913051	FLECK MATHIAS S AND CAROLINE C
52913021	SMITH CAMERON R AND MOYAL CARMEL
52913049	ERDEI NICOLAE M JR ET AL
52913055	DAVIDIAN ALEC AND BROWN ALANA C
52913052	ABY STEVEN J AND SHARON R TRUSTEE
52913045	LOS GATOS TOWN OF
52913032	TISNADO WILLIAM J TRUSTEE & ET AL
52913063	Conover Matthew O And Dai Li
52913041	SMART JOHN A AND BETH A
52913046	RAMEZANE DOUGLAS AND SAGGESE KATHLEEN A TRU
52913043	SMEDT RODNEY C AND KATHLEEN E
52913038	GAVIN JAMES A AND KIM J TRUSTEE
52913053	PALFALVI BELA E AND LORI C TRUSTEE
52913059	ANDERSON MARILYN J
52913028	KARAMANOLIS CHRISTOS AND GIANNAKOPOULOU DIM
52913048	MUI RUDY W AND WOO SHIRLEY Y TRUSTEE
52913058	Montgomery Michael L Trustee
52913027	LOS GATOS TOWN OF
52913040	BOESENBERG ALEX AND MICHELE TRUSTEE
52913029	DION THOMAS M AND CARRIE A
52913047	KANAMA RAMI AND KATHERINE TUYET
52913035	CHENG JULIE WAN-CHI TRUSTEE
52913061	HALPIN TIM AND SHERRI
52913036	LEVY MATTHEW AND MONITA
52913060	SILVA DENISE ET AL

PART "D"  
Assessment Diagram





**Landscape and Lighting  
Assessment District No. 1**

**HILLBROOK  
BENEFIT ZONE**

**Fiscal Year  
2023/24**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT**  
**FISCAL YEAR 2023/24**

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1  
(Pursuant to the Landscaping and Lighting Act of 1972)

**HILLBROOK BENEFIT ZONE**

Gary Heap, Town Engineer for Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

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

This report consists of four parts, as follows:

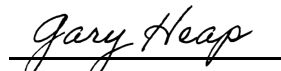
PART A:       Diagram of Existing Improvements.

PART B:       An estimate of the cost of the improvements.

PART C:       An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.

PART D:       A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
\_\_\_\_\_  
GARY HEAP  
Town Engineer

May 2, 2023  
DATE

### Existing Improvements to be Maintained

**BLOSSOM HILL RD**

HILLBROOK  
SIGN

EX.  
OAK

EX. SHRUBS

$$523 \rightarrow 11 \rightarrow 028$$

LÄWN

EX.  
OAK

EX. SHRUBS

HILLBROOK DR



Not To Scale

## Hillbrook Benefit Zone

## Landscaping & Lighting Assessment District No. 1

PART B									
ESTIMATE OF THE COST OF IMPROVEMENTS									
FISCAL YEAR 2022/23									
HILLBROOK DRIVE BENEFIT ZONE									
Fiscal Year 2021/22 Resources									
		Fund Balance 6/30/21						\$	22,743
		Assessment							5,986
		Delinquent Assessment							0
		Penalties/Late Fees							0
		Interest							246
Total Resources Available for FY 2021/22								\$	28,975
Fiscal Year 2021/22 Expenses									
		Santa Clara County Collection Fee						\$	60
		Publication & Notification Charges							148
		Light Pole Maintenance							0
		Electric Utility							0
		San Jose Water							2,509
		Landscape Contractor							1,869
		Town Administrative Charges							250
Total Expenses for FY 2021/22								\$	4,836
Ending Fund Balance for FY 2021/22								\$	24,140
Fiscal Year 2022/23 Estimated Resources									
		Fund Balance 6/30/22						\$	24,140
		Assessment							5,950
		Interest							90
Total Estimated Resources Available for FY 2022/23								\$	30,180
Fiscal Year 2022/23 Estimated Expenses									
		Santa Clara County Collection Fee						\$	60
		Publication & Notification Charges							300
		Tree Services							0
		Weed Abatement							0
		Light Pole Maintenance							0
		Electric Utility							0
		San Jose Water							2,500
		Landscape Contractor							1,794
		District Capital Improvements							15,000
		Town Administrative Charges							250
Total Estimated Expenses for FY 2022/23								\$	19,904
Estimated Ending Fund Balance for FY 2022/23								\$	10,276

**PART C**  
**ASSESSMENT ROLL**  
**FISCAL YEAR 2023/24**

**HILLBROOK BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$175.00	523-11-027
Lot 2	\$175.00	523-11-026
Lot 3	\$175.00	523-11-025
Lot 4	\$175.00	523-11-024
Lot 5	\$175.00	523-11-023
Lot 6	\$175.00	523-11-022
Lot 7	\$175.00	523-11-021
Lot 8	\$175.00	523-11-020
Lot 9	\$175.00	523-11-019
Lot 10	\$175.00	523-11-018
Lot 11	\$175.00	523-07-030
Lot 12	\$175.00	523-07-029
Lot 13	\$175.00	523-07-028
Lot 14	\$175.00	523-07-027
Lot 15	\$175.00	523-07-026
Lot 16	\$175.00	523-07-025
Lot 17	\$175.00	523-07-024
Lot 18	\$175.00	523-07-023
Lot 19	\$175.00	523-07-022
Lot 20	\$175.00	523-07-021
Lot 21	\$175.00	523-07-020
Lot 22	\$175.00	523-07-019
Lot 23	\$175.00	523-07-018
Lot 24	\$175.00	523-07-017
Lot 25	\$175.00	523-07-016
Lot 26	\$175.00	523-07-015
Lot 27	\$175.00	523-07-014
Lot 28	\$175.00	523-07-013
Lot 29	\$175.00	523-07-012
Lot 30	\$175.00	523-07-011
Lot 31	\$175.00	523-07-010
Lot 32	\$175.00	523-07-009
Lot 33	\$175.00	523-07-008
Lot 34	\$175.00	523-07-007
<b>Total Assessment:</b>	<b>\$5,950</b>	



**ASSESSMENT ROLL  
FISCAL YEAR 2023/24**

**HILLBROOK BENEFIT ZONE**

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

**METHOD OF APPORTIONMENT OF ASSESSMENT**

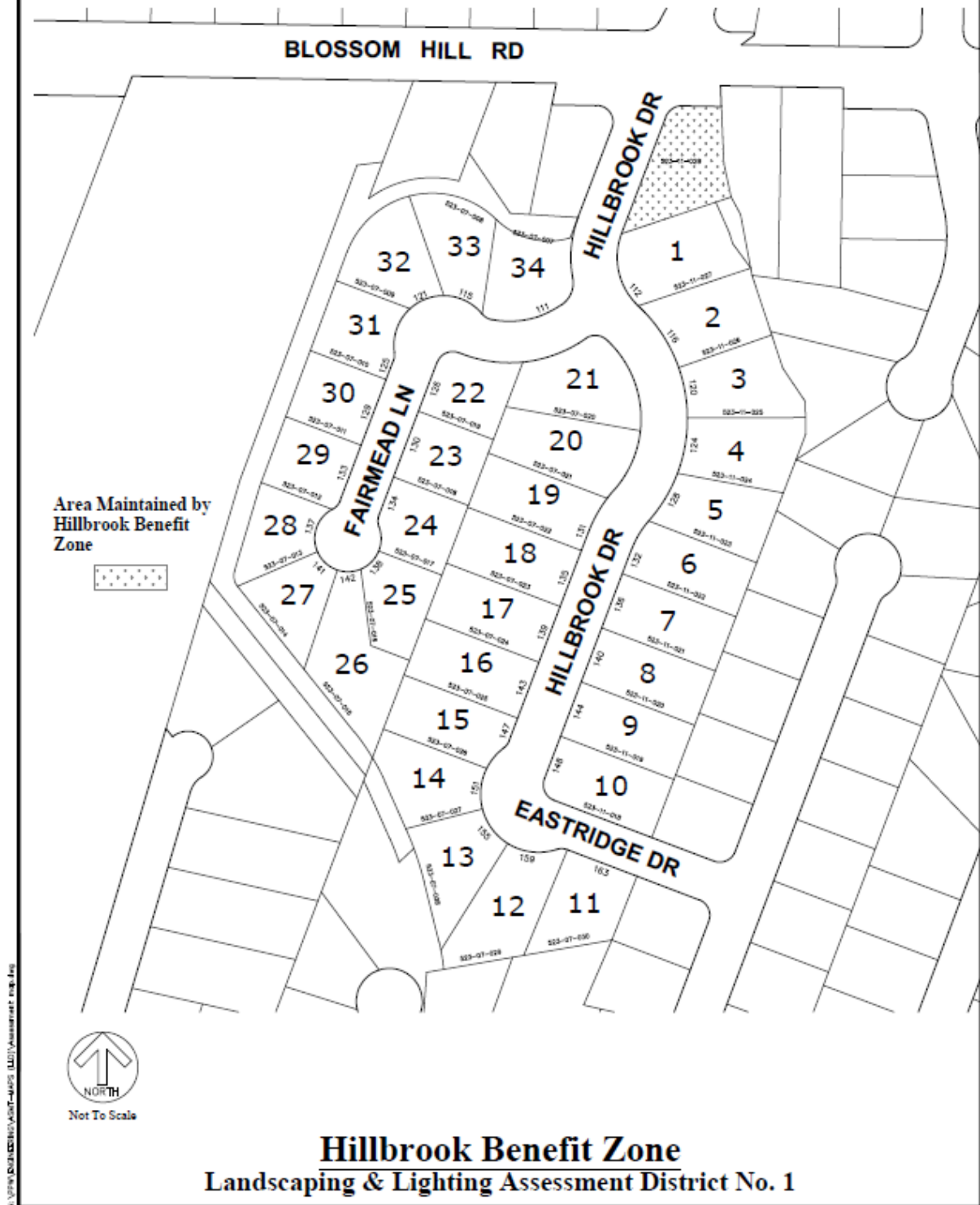
The total amount of the assessment was apportioned equally to all the lots within Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone.

# **HILLBROOK BENEFIT ZONE**

## **PROPERTY OWNERS LIST**

<b>APN</b>	<b>Owner</b>
52307012	FOSTER TROY AND VOIGTS ANNE M
52307009	BERGKAMP JAMES J AND KIMBERLY L TRUSTEE
52307028	RUHLE PHILIP G AND NANCY A TTEES
52311028	S C V W D
52307016	VIKAS AGARWAL SHALINI AND ASHU TRUSTEE
52311019	BAHR STACEY AND IRA
52311025	ZHANG WEI AND DAI TING
52311027	BRADDI MICAELA ET AL
52307018	JIA TAO AND LI XIAOXING
52307022	GABEL ROBERT L TRUSTEE & ET AL
52311026	CORDELL ROBERT Q II TRUSTEE
52307008	DESANTIS JUSTIN AND GENO-DESANTIS DEBORAH T
52307026	MCCOY JEROME AND SHERYL D
52307019	ESCOBAR BENITO AND REBECCA J
52307011	ZHOU WEN TRUSTEE
52311020	WINOTO RENALDI AND JUNUS WIDYA
52307014	STEELE NANCY J TRUSTEE
52311018	PEARSON LORELDA M ET AL
52311023	PARHAM SEAN TRUSTEE & ET AL
52307010	VOSSEN STEPHAN AND BOSSEN INGRID
52307030	ZOLLA HOWARD G AND CAROL ELIAS TRUSTEE
52307020	BILLER JASON AND JENNY DAI TRUSTEE
52307015	KIRK LAURIE TRUSTEE & ET AL
52307024	HARWOOD MICHAEL AND ELIZABETH
52307027	SPITERI RALPH J AND LAVERNE C TRUSTEE
52311022	PANDIPATI SANTOSH AND RACHEL TRUSTEE
52307021	SCHNEIDER JOHN O AND CONDIT MICHAELA L
52307017	WHEELER MAXON R AND KIMBERLY A TRUSTEE
52307013	ONDREJKA CORY R AND HORTON VICTORIA L
52311024	FALCONA LLC
52307023	Lackovic Colette Q Trustee
52307029	MUNNERLYN AUDREY L
52307007	SCHNEIDER LINDA TRUSTEE
52311021	PANAGOPOULOS THEODOROS AND MAROUDAS DINA
52307025	JIN ROBERT X AND LISA H

PART "D"  
Assessment Diagram





**Landscape and Lighting  
Assessment District No. 2**

**GEMINI COURT  
BENEFIT ZONE**

**Fiscal Year  
2023/24**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2023/24**

**LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 2**  
(Pursuant to the Landscaping and Lighting Act of 1972)

**GEMINI COURT BENEFIT ZONE**

Gary Heap, Town Engineer for Landscape and Lighting Assessment District No. 2, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, lighting, sound wall and fences as shown on the approved improvement and landscape plans for Tract No. 8439, Los Gatos, California.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the proposed assessment against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk Administrator.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
GARY HEAP  
Town Engineer

May 2, 2023  
DATE

## **PART A**

**FISCAL YEAR 2023/24**

**PLANS, SPECIFICATIONS AND REPORTS**

### **GEMINI COURT BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Greg G. Ing, and Associates, dated September 14, 1990, their job number 9031. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

PART B									
ESTIMATE OF THE COST OF IMPROVEMENTS									
FISCAL YEAR 2022/23									
GEMINI COURT BENEFIT ZONE									
Fiscal Year 2021/22 Resources									
		Fund Balance 6/30/21						\$	34,415
		Assessment							4,612
		Delinquent Assessment							
		Penalties/Late Fees							0
		Interest							380
Total Resources Available for FY 2021/22								\$	39,407
Fiscal Year 2021/22 Expenses									
		Santa Clara County Collection Fee						\$	46
		Publication & Notification Charges							148
		Light Pole Maintenance							0
		Electric Utility							0
		San Jose Water							0
		Landscape Contractor							1,802
		Town Administrative Charges							610
Total Expenses for FY 2021/22									2,606
Ending Fund Balance for FY 2021/22								\$	36,801
Fiscal Year 2022/23 Estimated Resources									
		Fund Balance 6/30/22						\$	36,801
		Assessment							4,600
		Interest							150
Total Estimated Resources Available for FY 2022/23								\$	41,551
Fiscal Year 2022/23 Estimated Expenses									
		Santa Clara County Collection Fee						\$	46
		Publication & Notification Charges							300
		Tree Services							0
		Weed Abatement							0
		Light Pole Maintenance							0
		Electric Utility							0
		San Jose Water							0
		Landscape Contractor							1,196
		District Capital Improvement							10,000
		Town Administrative Charges							610
Total Estimated Expenses for FY 2022/23								\$	12,152
Estimated Ending Fund Balance for FY 2022/23								\$	29,399

## PART C

### ASSESSMENT ROLL FISCAL YEAR 2023/24

### **GEMINI COURT BENEFIT ZONE**

Special Assessment No.	Amount of Assessment	Property Description
Lot 1	\$230.00	567-64-051
Lot 2	\$230.00	567-64-050
Lot 3	\$230.00	567-64-049
Lot 4	\$230.00	567-64-048
Lot 5	\$230.00	567-64-047
Lot 6	\$230.00	567-64-046
Lot 7	\$230.00	567-64-045
Lot 8	\$230.00	567-64-044
Lot 9	\$230.00	567-64-054
Lot 10	\$230.00	567-64-053
Lot 11	\$230.00	567-64-052
Lot 12	\$230.00	567-64-042
Lot 13	\$230.00	567-64-041
Lot 14	\$230.00	567-64-040
Lot 15	\$230.00	567-64-039
Lot 16	\$230.00	567-64-038
Lot 17	\$230.00	567-64-037
Lot 18	\$230.00	567-64-036
Lot 19	\$230.00	567-64-035
Lot 20	\$230.00	567-64-034
<b>Total Assessment:</b>	<b>\$4,600.00</b>	

\*formerly Lot 9 – split into 3 parcels.

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

#### **METHOD OF APPORTIONMENT OF ASSESSMENT**

The total amount of the assessment was apportioned equally to all the lots within the Gemini Court Benefit Zone of Landscape and Lighting Assessment District No. 2.

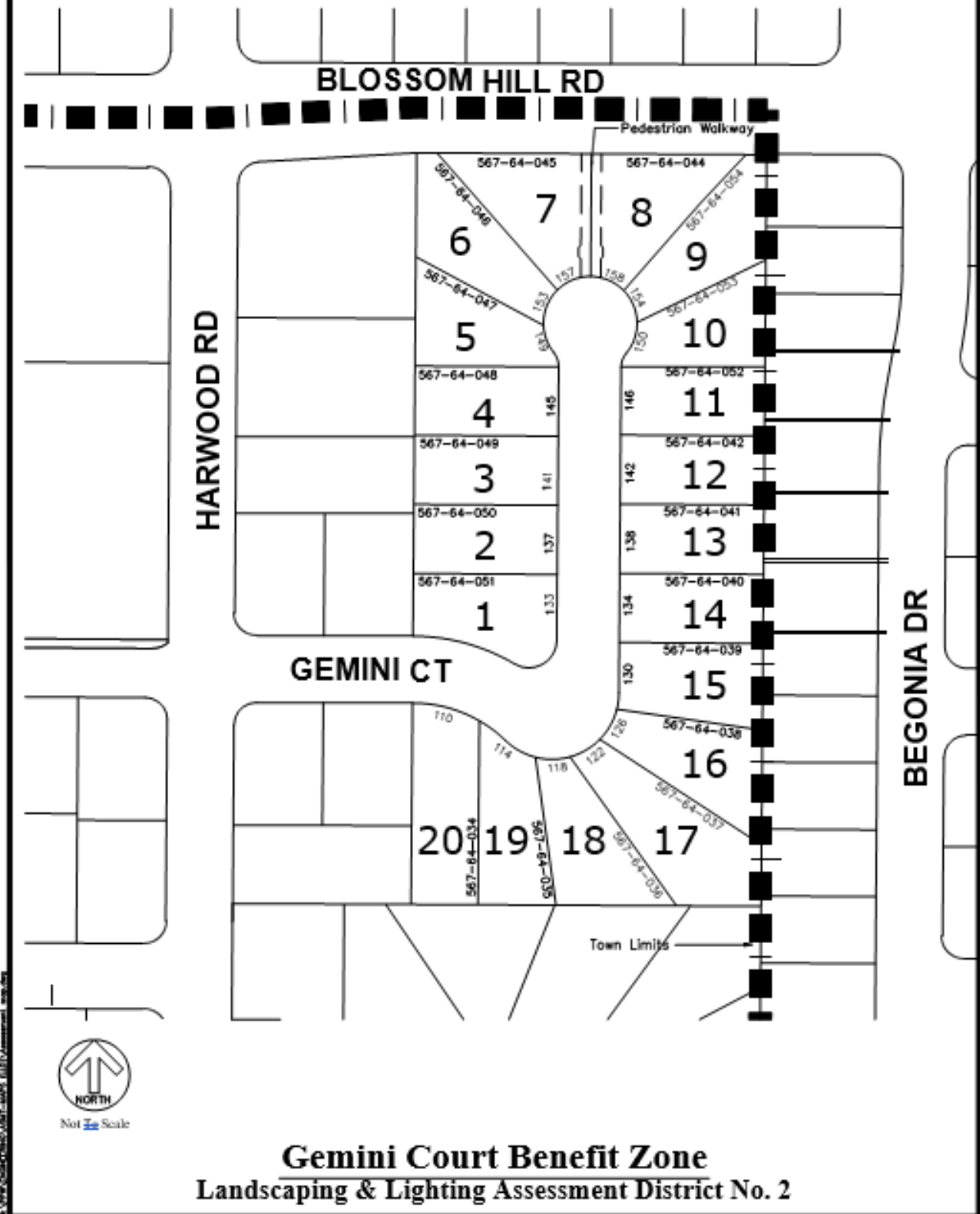


# **GEMINI COURT BENEFIT ZONE**

## **PROPERTY OWNERS LIST**

<b>APN</b>	<b>Owner</b>
56764042	RAPISARDA FRED TRUSTEE & ET AL
56764052	Badaoui Raoul
56764047	LAU STEVEN C TRUSTEE & ET AL
56764049	MORGAN ROBERT G JR
56764037	FLISS JOHN R AND SHERI B TRUSTEE
56764036	Lee Daniel Hong Kyu And Song Ji Young
56764039	SCOGGIN MICHAEL D
56764035	KIM SUNG DAM AND HAE RAN
56764048	MOONESAN MOHAMMAD S AND ASANJAN DESIREH S
56764040	Ksj Inc
56764041	BIDABADI HOMA TRUSTEE
56764045	BOLOTIN IGOR AND VICTORIA
56764034	POWERS RICHARD J AND SHELLEY A TRUSTEE
56764054	AU KEVIN J AND MATKOVIC AU ZRINKA
56764038	SERRANO FRANCISCO TRUSTEE
56764051	BAKER KENNETH TRUSTEE & ET AL
56764044	DAVIDSON SHARON LYNNE TRUSTEE & ET AL
56764050	MOGANNAM EVELYN E TRUSTEE
56764046	NGUYEN STEVE
56764053	ZHOU GUOQUAN AND HUANG XU

PART "D"  
Assessment Diagram



## **RESOLUTION 2023-014**

### **RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DESCRIBING IMPROVEMENTS AND DIRECTING PREPARATION OF ENGINEER'S REPORT FOR FISCAL YEAR 2023/24 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 2023/24; 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:

ATTACHMENT 9

- 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 18<sup>th</sup> day of April 2023 by the following vote:

**COUNCIL MEMBERS:**

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

**NAYS:** None

**ABSENT:** None

**ABSTAIN:** None

**SIGNED:**



**MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA**

**DATE:** 4-19-23

**ATTEST:**



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

**DATE:** 4-19-23

## EXHIBIT A

### 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.

## EXHIBIT A

### 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.



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/02/2023

ITEM NO: 6

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DATE: April 17, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Adopt a Resolution Summarily Vacating 0.038 Acres of a 0.055-Acre Public Utility Easement at 15714 Kavin Lane

**RECOMMENDATION:**

Adopt a Resolution (see Attachment 1) summarily vacating 0.038 acres of a 0.055-acre public utility easement at 15714 Kavin Lane.

**BACKGROUND:**

On June 1, 2021, the Town received an application from the property owner at 15714 Kavin Lane requesting a summary vacation of an excessive easement on their property.

The subject property is a part of Tract No 1740 known as the Hillview Court subdivision that was recorded by Santa Clara County in File No. 1232432 on July 17, 1956 in Book 71 of Maps at Page 10 (Attachment 2). A 0.055-acre easement was dedicated on the map within Parcel 3 (15714 Kavin Lane, Assessor's Parcel Number 410-09-012) to allow public utilities under, on, or over a certain strip of land.

The Street and Highways Code Section 8333(c) permits the legislative body of a local agency to summarily vacate a public service easement when the easement is determined to be in excess by the easement holder. Upon vacation, the property subject to the easement reverts to full control of the underlying property owner(s).

**PREPARED BY:** James Watson  
Senior Engineer

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

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PAGE 2 OF 2

SUBJECT: Adopt a Resolution Summarily Vacating 0.038 Acres of a 0.055-Acre Public Utility Easement at 15714 Kavin Lane

DATE: April 17, 2023

DISCUSSION:

All utility companies with services within the area proposed to be vacated were notified on August 29, 2022 of the request for the easement summary vacation. The Town received letters with no objections from AT&T, Santa Clara County Fire Department, Frontier Communications, Valley Water, West Valley Sanitation District, San José Water Company, and Verizon. PG&E submitted a letter with no objection to the vacation of the easement, except for a 10-foot-wide public utility easement (0.017 acres) as described in Exhibit "A" and shown in Exhibit "B" of Attachment 1. The remaining 0.038 acres of the original 0.055 acres has been determined to be in excess by all the various public utilities operating within the Town.

CONCLUSION:

Staff recommends that Town Council adopt a Resolution summarily vacating 0.038 acres of a 0.055-acre public utility easement at 15714 Kavin Lane.

COORDINATION:

This project has been coordinated with the Town Attorney and the Community Development Department.

FISCAL IMPACT:

There is no anticipated fiscal impact from this report.

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is Categorically Exempt (Section 15301). A Notice of Exemption will be filed.

Attachments:

1. Resolution with Exhibit "A" – Legal Description and Exhibit "B" – Map
2. Book 71 of Maps Page 10

## RESOLUTION 2023-

### RESOLUTION OF THE TOWN OF LOS GATOS SUMMARILY VACATING 0.038 ACRES OF A 0.055 ACRE PUBLIC UTILITY EASEMENT AT 15714 KAVIN LANE

**WHEREAS**, 15714 Kavin Lane was part of Tract No 1740 known as the Hillview Court subdivision which was recorded by Santa Clara County in File No. 1232432 on July 17, 1956.

**WHEREAS**, the property includes a 0.055-acre public utility easement that was dedicated to allow utilities under, on, or over the easement area.

**WHEREAS**, known utilities, with the exception of PG&E have indicated in writing that the public utility easement is no longer needed.

**WHEREAS**, PG&E indicated in writing that a ten-foot wide easement (0.017 acres) is required.

**WHEREAS**, Streets and Highways Code Section 8333(c) permits the legislative body of a local agency to summarily vacate a public service easement when the easement has been determined to be excess by the easement holder; and

**WHEREAS**, it is the intention of the Town Council to summarily vacate, under the provisions of Sections 8333(c) of the Streets and Highways Code of the State of California, a portion of the public utility easement situated along the easterly property line of 15714 Kavin Lane, approximately 1,597 sq. ft.; and

**WHEREAS**, the existing public utility easement will be retained at approximately 10 feet wide and more particularly described in Exhibit "A" "Legal Description" and depicted on the plat map Exhibit "B" "Power Line Easement", copies of which are attached hereto. Said exhibits show the particulars as to the retained easement and are available for public inspection.

**WHEREAS**, the proposed summary vacation qualifies as categorically exempt from CEQA review under section 15301, Minor Alterations to Existing Facilities; and

**WHEREAS**, the proposed vacation is consistent with the Town of Los Gatos General Plan and is in the interest of the general public,

ATTACHMENT 1

1 of 2

Resolution 2023-

DATE

**NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED:**

1. Pursuant to Section 8333(c) of the Streets and Highways Code, the excessive easement as described in Exhibit A and depicted on Exhibit B is vacated upon the recording of a certified copy of this resolution by the Town Clerk with the County Recorder of Santa Clara County.
2. The Town Clerk is directed to record a certified copy of this resolution with the County Recorder of Santa Clara County.

**PASSED AND ADOPTED** at a regular meeting of the Town Council held on the 2th day of May 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

ATTEST:

CLERK OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

ATTACHMENT 1

## EXHIBIT "A"

### LEGAL DESCRIPTION

PUBLIC UTILITY EASEMENT WITHIN LOT 3 OF TRACT NO 1740,  
MAP RECORDED IN BOOK 71, PAGE 10 OF MAP, SANTA CLARA COUNTY RECORDS  
15714 KAVIN LANE, LOS GATOS

ALL OF THAT CERTAIN REAL PROPERTY SITUATE IN THE TOWN OF LOS GATOS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF THAT LAND SHOWN AS LOT 3 OF TRACT NO. 1740, AS RECORDED ON JULY 17, 1956, IN BOOK 71, PAGE 10 OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A 10.0' WIDE EASEMENT LYING 5.0' ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE, **NORTH 77°35'00" WEST, A DISTANCE OF 19.00 FEET** TO THE TRUE POINT OF BEGINNING; THENCE **NORTH 02°14'14" EAST, A DISTANCE OF 73.65 FEET** TO A POINT ON THE NORTHERLY LINE OF SAID LOT 3.

THE ABOVE-DESCRIBED LAND CONTAINS APPROXIMATELY 737 SQUARE FEET.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

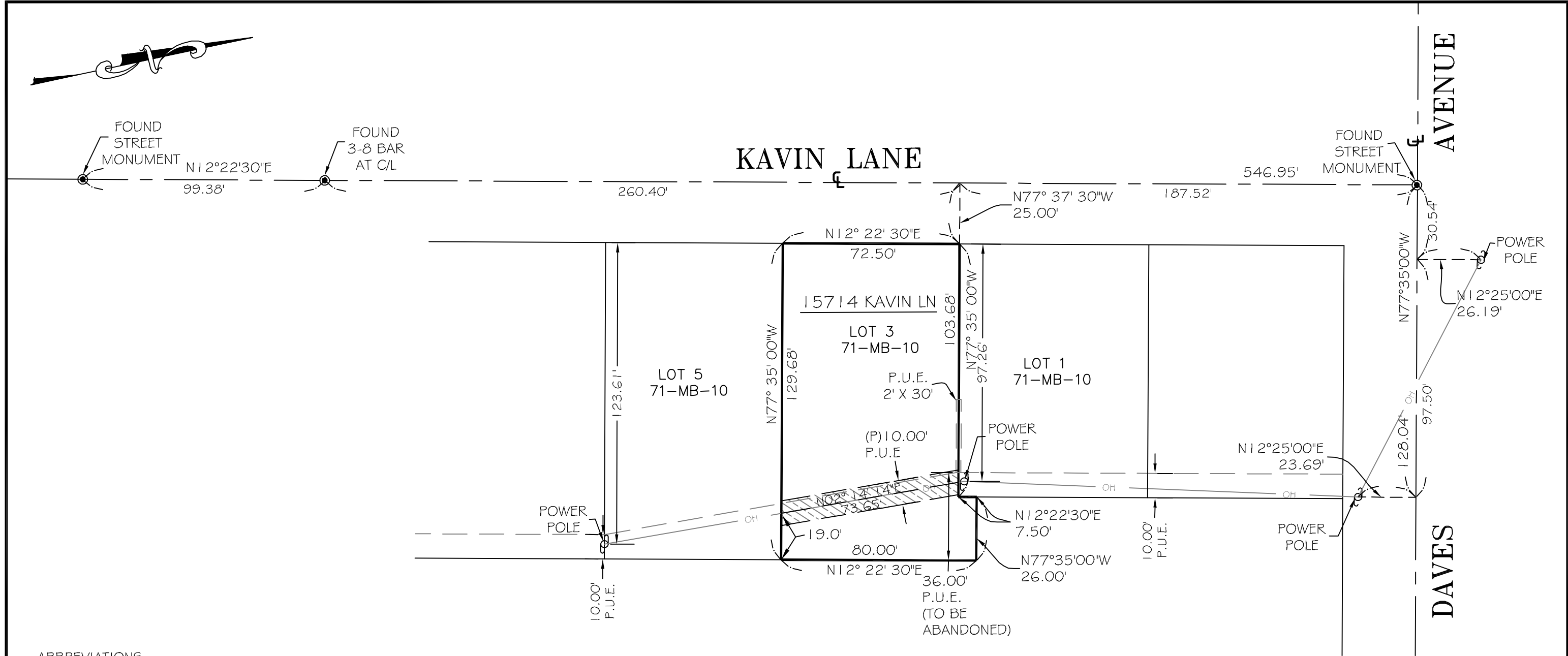
LEGAL DESCRIPTION PREPARED BY:



DATE: 4/21/2021

KACIE A. PLOUFF LS 9013

PAGE 1 OF 2



ABBREVIATIONS

C/L CENTERLINE  
P.U.E. PUBLIC UTILITY EASEMENT  
(P) PROPOSED

LEGEND:

- FOUND MONUMENT AS NOTED
- BOUNDARY LINE
- - - CENTERLINE
- - - - - EXISTING EASEMENT
- - - - - PROPOSED EASEMENT



KACIE A. PLOUFF, PLS 9013

GRAPHIC SCALE



( IN FEET )  
1 inch = 40 ft.

EXHIBIT "B"

POWER LINE EASEMENT  
A.P.N.: 410-09-012

SCALE: 1"= 40'

DATE: 04/21/2021



CHRISTENSEN & PLOUFF  
LAND SURVEYING  
101 CHURCH STREET  
LOS GATOS, CA 95030  
408-755-9784

# OWNERS CERTIFICATE

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BORDER LINES AND HEREBY DEDICATE TO PUBLIC USE ALL OF KAVIN LANE AND DAVES AVENUE AND EASEMENTS FOR STORM DRAINS AND SANITARY SEWERS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION. WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND BETWEEN THE REAR LINES OR SIDE LINES OF LOTS AND THE LINES DESIGNATED "PUBLIC UTILITY EASEMENTS LINE OR "P.U.E." AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION, SUCH STRIPS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

ALL EASEMENTS INDICATED AS SANITARY SEWER EASEMENTS ARE HEREBY DEDICATED FOR PUBLIC USE PURPOSES INCLUDING THE INSTALLATION, OPERATION, MAINTENANCE, AND REPAIR OF SANITARY SEWER LINES.

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA } S.S.  
ON THIS 16<sup>th</sup> DAY OF JULY 1956, BEFORE ME EVA MITCHELL A NOTARY PUBLIC IN AND FOR SAID COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED A.V. WILDBLOOD KNOWN TO ME TO BE VICE PRESIDENT OF SAN JOSE ABSTRACT & TITLE CO., A CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AS TRUSTEE AND ALSO KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written

*Eva Mitchell*  
Notary Public in and for the County of Santa Clara  
State of California

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA } S.S.  
ON THIS 11<sup>th</sup> DAY OF JULY 1956, BEFORE ME EVA MITCHELL A NOTARY PUBLIC IN AND FOR SAID COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED EDWIN WILLIAM HERNSTEDT AND FLORENCE M. HERNSTEDT HIS WIFE, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written

*Eva Mitchell*  
NOTARY PUBLIC IN AND FOR THE COUNTY OF SANTA CLARA  
STATE OF CALIFORNIA

## CLERK OF THE BOARD OF SUPERVISORS

IT IS ORDERED THAT THE MAP OF TRACT NO. 1740 BE AND THE SAME IS HEREBY APPROVED; THAT KAVIN LANE SHOWN UPON SAID MAP AND THEREIN OFFERED FOR DEDICATION BE AND THE SAME IS HEREBY NOT ACCEPTED; THAT EASEMENTS SHOWN UPON SAID MAP AND THEREIN OFFERED FOR DEDICATION FOR PUBLIC UTILITIES AND STORM DRAINAGE AND SANITARY SEWERS BE AND THE THE SAME ARE HEREBY ACCEPTED AS SUCH

THE CLERK OF THE BOARD IS DIRECTED TO ENDORSE UPON THE FACE OF SAID MAP A COPY OF THIS AUTHENTICATED BY THE SEAL OF THE BOARD OF SUPERVISORS.

I HEREBY CERTIFY THAT THE FOREGOING ORDER WAS ADOPTED BY THE BOARD OF SUPERVISORS AT A MEETING OF SAID BOARD HELD ON July 16<sup>th</sup>, 1956

*Richard Olson*  
CLERK OF THE BOARD OF SUPERVISORS

## COUNTY RECORDERS CERTIFICATE

FILE NO. 1232432 FEE \$500 PAID  
ACCEPTED FOR RECORD and recorded in Book 71 of Maps at Page 10 in the office of the County Recorder of the County of Santa Clara this 17<sup>th</sup> day of July 1956 at 11:24 A.M.

Syl C. Tully, County Recorder  
Santa Clara County, California

By *James J. Thompson*  
DEPUTY

## SUBDIVISION MAP OF TRACT NO. 1740 HILLVIEW COURT

PORTION OF LOT 9 DAVES TRACT IN RANCHO RINCONADA DE LOS GATOS SANTA CLARA COUNTY, CALIFORNIA SCALE 1"=40' APR 1956  
EVERETT N. MONTAGUE, R.E. 6307 LOS GATOS, CALIF.

## LEGEND

- P -- IRON PIPE FOUND
- P.U.E. -- PUBLIC UTILITY EASEMENT
- P -- " SET
- A.E. -- ANCHOR EASEMENT
- S.R. -- STEEL ROD FOUND
- B.S.B.L. -- BUILDING SET BACK LINE
- N -- NAIL FOUND

## NOTES

ALL DISTANCES AND DIMENSIONS SHOWN ON THIS MAP ARE IN FEET AND DECIMALS THEREOF THE BLUE BORDER INDICATES THE BOUNDARIES OF THE LAND SUBDIVIDED BY THIS MAP

## BASIS OF BEARING

THE BEARING OF CENTER LINE OF DAVES AVE. S. 77° 35' E. AS SHOWN ON RECORD OF SURVEY OF SUBDIVISION FILED IN BK 62 AT PG 43 SANTA CLARA COUNTY RECORDS, WAS TAKEN AS A BASIS OF BEARINGS SHOWN ON THIS MAP.

## COUNTY ENGINEERS CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE WITHIN FINAL MAP OF TRACT NO. 1740 HILLVIEW COURT; THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP THEREOF AND ANY APPROVED ALTERATIONS; THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT SAID FINAL MAP IS TECHNICALLY CORRECT.

LEONARD BUSHNELL COUNTY ENGINEER  
SANTA CLARA COUNTY, CALIFORNIA.

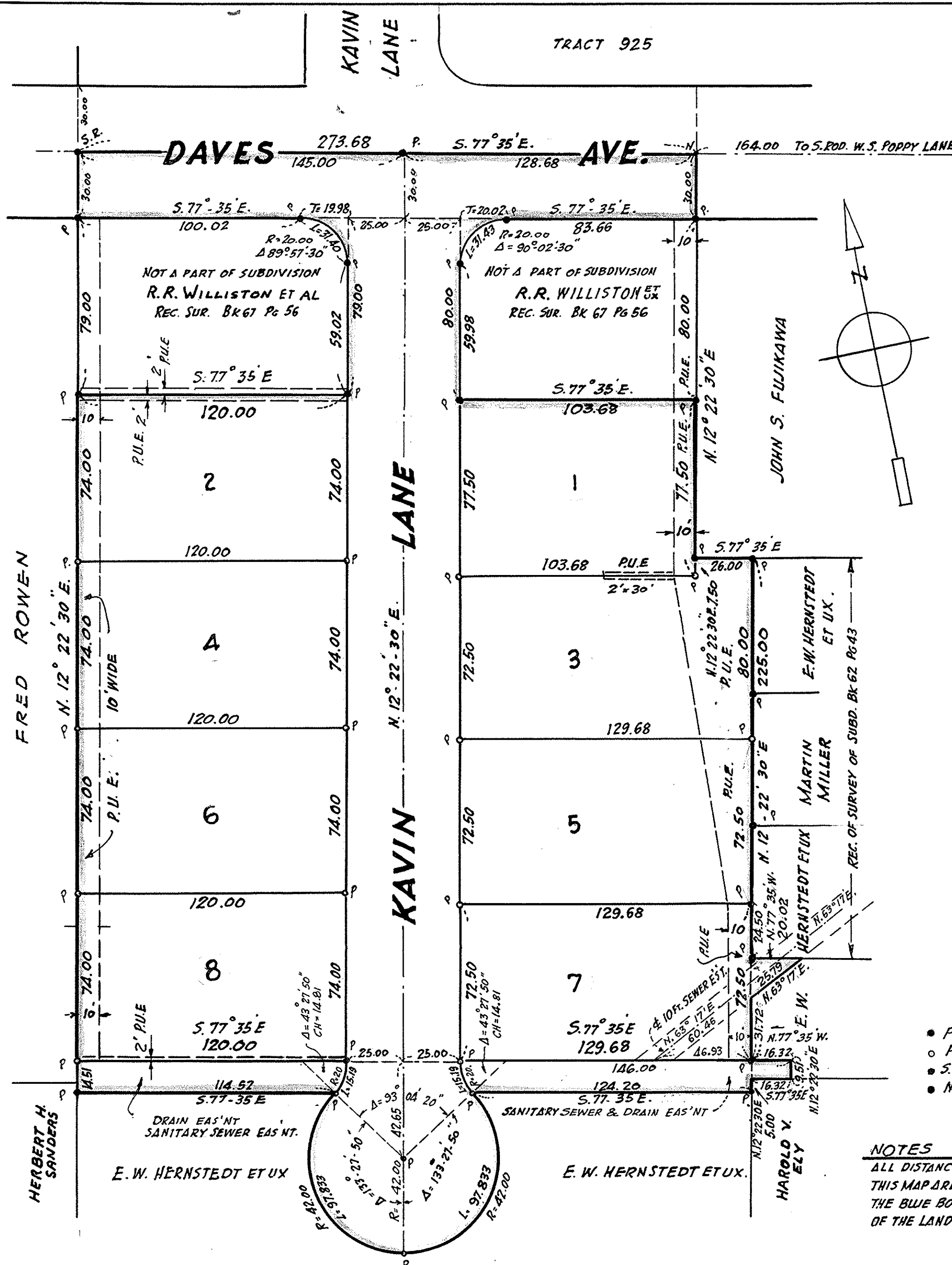
DATE: July 16, 1956 BY *James J. Thompson*  
DEPUTY

## ENGINEERS CERTIFICATE

I, EVERETT N. MONTAGUE HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA; THAT THIS MAP CONSISTING OF ONE (1) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION IN APRIL 1956; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL MONUMENTS OF THE KIND SHOWN HEREON ACTUALLY EXIST; THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SUCH MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED

DATED APRIL 16, 1956

*Everett N. Montague*  
REGISTERED CIVIL ENGINEER, CERTIFICATE No. 6307



DATED APRIL 16, 1956

*Everett N. Montague*  
REGISTERED CIVIL ENGINEER, CERTIFICATE No. 6307



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/02/2023

ITEM NO: 7

---

DATE: April 24, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Approve a Side Letter of Agreement Between the Town of Los Gatos and the Police Officers Association (POA) to Modify the Vacation Accrual Cap Through June 30, 2024 and Authorize the Town Manager to Execute the Side Letter

**RECOMMENDATION:**

Approve a Side Letter of Agreement (Attachment 1) between the Town of Los Gatos and the Police Officers Association (POA) to modify the vacation accrual cap through June 30, 2024 and authorize the Town Manager to execute the side letter.

**BACKGROUND:**

Current low staffing levels in the Police Department have prevented many POA members from using their accrued vacation leave. The Town's negotiating team met in good faith with POA representatives to negotiate a side letter (Attachment 1) regarding temporarily increasing POA members' vacation accrual maximum cap by 100 hours (from 344 hours to 444 hours), effective the pay period beginning December 2, 2022.

**DISCUSSION:**

If approved, the temporary vacation accrual maximum cap increase would end June 30, 2024. Effective July 1, 2024, the vacation accrual maximum cap would return to 344 hours. At that time, if an employee's vacation balance is above 344 hours, the hours will remain in the employee's vacation leave bank for future use or cash out per the terms of the Memorandum of Understanding (MOU), and vacation accruals will not resume until an employee's balance is below 344 hours. Attachment 2 contains the POA MOU.

**PREPARED BY:** Salina Flores  
Human Resources Director

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

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PAGE 2 OF 2

SUBJECT: Approve a Side Letter of Agreement Between the Town of Los Gatos and the Police Officer Association (POA) to Modify the Vacation Accrual Cap Through June 30, 2024 and Authorize the Town Manager to Execute the Side Letter

DATE: April 24, 2023

DISCUSSION (continued):

The parties agree that the preceding language temporarily modifies the maximum accrual of vacation hours as indicated in **Section 23. Vacation Schedule** of the 2021-2024 Memorandum of Understanding (Attachment 2). The parties acknowledge that this side letter is subject to Council approval.

The Department has multiple sworn staff vacancies as well as injured Officers who are on Workers' Compensation. The low staffing levels have required overtime work with reduced opportunities for vacations. The Side Letter provides for Officers to continue to accrue vacation in recognition of these challenges. The Police Department continues to recruit, hire, and train new Police Officers. Retention of existing Officers is critical in the current highly competitive labor market. This Side Letter is one part of a larger retention strategy.

This is a temporary side letter of agreement that will sunset on June 30, 2024.

CONCLUSION:

Staff has met its obligation to meet and confer with the Police Officers Association (POA) and therefore, it is recommended that the side letter of agreement be approved, and the Town Manager be authorized to execute the side letter.

FISCAL IMPACT:

The maximum fiscal impact of the side letter will be absorbed in the Police Department's Fiscal Year 2023/24 operating budget.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. 2023 Side Letter of Agreement
2. 2022-2024 POA Memorandum of Understanding



**SIDE LETTER OF AGREEMENT  
BETWEEN THE  
TOWN OF LOS GATOS AND POLICE OFFICERS' ASSOCIATION  
APRIL 24, 2023**

Having met and conferred in good faith, the Town of Los Gatos and the Police Officers' Association agree as follows:

Whereas current low staffing levels in the Police Department have prevented POA members from using their accrued vacation leave, the Town shall temporarily increase POA members' vacation accrual maximum cap by 100 hours (from 344 hours to 444 hours), effective the pay period beginning December 2, 2022. The temporary increase shall end June 30, 2024. Effective July 1, 2024, the vacation accrual maximum cap shall return to 344 hours. At that time, if an employee's vacation balance is above 344 hours, the hours will remain in the employee's vacation leave bank for future use or cash out per the terms of the MOU, but vacation accruals will not resume until an employee's balance is below 344 hours.

The parties agree that the preceding language temporarily modifies the maximum accrual of vacation hours as indicated in **Section 23. Vacation Schedule** of the 2022-2024 Memorandum of Understanding. The parties agree that this side letter is subject to Council approval.

**FOR POA:**

**TOWN OF LOS GATOS:**

\_\_\_\_\_  
Greg Borrromeo, Police Sergeant

\_\_\_\_\_  
Laurel Prevetti, Town Manager

\_\_\_\_\_  
Mike Birley, Police Officer

\_\_\_\_\_  
Salina Flores, Human Resources

\_\_\_\_\_  
Macey Delgado, Police Officer

\_\_\_\_\_  
Lisa Charbonneau, Liebert Cassidy Whitmore

\_\_\_\_\_  
Zachary Low, Police Officer

\_\_\_\_\_  
Peter Hoffman, Rains Lucia Stern St. Phalle & Silver, PC

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gabrielle Whelan, Town Attorney

**TOWN OF LOS GATOS**

**AND**

**LOS GATOS POLICE OFFICERS' ASSOCIATION**



**MEMORANDUM OF UNDERSTANDING**

**October 1, 2021 – June 30, 2024**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF LOS GATOS  
AND  
THE LOS GATOS POLICE OFFICERS ASSOCIATION**

THIS AGREEMENT IS ENTERED INTO AS OF October 1, 2021, BETWEEN THE TOWN OF LOS GATOS, HEREINAFTER REFERRED TO AS THE "TOWN", AND THE LOS GATOS POLICE OFFICERS ASSOCIATION, HEREINAFTER REFERRED TO AS "POA".

Pursuant to Town Resolution 1974-41 of the Town of Los Gatos and Section 3500 et. seq. of the Government Code, the duly authorized representatives of the Town and POA, having met and conferred in good faith concerning the issues of wages, hours, and terms and conditions of employment, as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE TOWN:

DocuSigned by:  
Laurel Prevetti 8/3/2022  
853FEEA2EB39470...  
Laurel Prevetti, Town Manager

DocuSigned by:  
Arn Andrews 8/3/2022  
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Arn Andrews, Assistant Town Manager

DocuSigned by:  
Salina Flores 8/2/2022  
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Salina Flores, Human Resources Director

DocuSigned by:  
Lisa S. Charbonneau 7/7/2022  
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Lisa S. Charbonneau, Liebert Cassidy Whitmore

FOR POA:

DocuSigned by:  
Bryan Paul 8/2/2022  
CB89A4D20818407...  
Bryan Paul, Police Officer

DocuSigned by:  
Michael Birley 7/11/2022  
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Michael Birley, Police Officer

DocuSigned by:  
Macey Delgado 7/8/2022  
38C01BEE605B4F1...  
Macey Delgado, Police Officer

DocuSigned by:  
Zachary Low 7/8/2022  
B09421EEC894489...  
Zachary Low, Police Officer

DocuSigned by:  
Peter A. Hoffmann 7/7/2022  
88A97CB44579426...  
Peter A. Hoffmann,  
Rains Lucia Stern St. Phalle & Silver, PC

APPROVED AS TO FORM:

DocuSigned by:  
Gabrielle Whelan 8/3/2022  
EFD6738A5534428...  
Gabrielle Whelan  
Town Attorney

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Salary Schedule Exhibit A

Salary Schedule Exhibit B



**Town of Los Gatos and Los Gatos Police Officers Association  
Comprehensive Memorandum of Understanding  
On Salaries, Fringe Benefits and Working Conditions**

**Preamble**

The authorized representatives of the Town of Los Gatos, hereinafter referred to as the "Town" and the authorized representatives of the Town of Los Gatos Police Officers Association hereinafter referred to as "Association" do jointly accept and agree to all the terms and conditions of employment set forth in this comprehensive memorandum of understanding pursuant to Town Resolution 1974-41 of the Town of Los Gatos.

This understanding shall apply to represented employees assigned to those classifications listed on Exhibit A when classifications are created which fall under the representation of POA, this understanding shall also apply.

The terms and conditions of employment set forth in this understanding have been discussed in good faith by the authorized representatives of the Town and the authorized representatives of the Police Officers Association. They agree to recommend acceptance by the employees of all terms and conditions set forth herein. Following said acceptance by the Association, authorized representatives of the Town agree to recommend to the Town Council that all terms and conditions set forth herein be approved by resolution. Upon adoption of said resolution, all terms and conditions so incorporated shall become effective without further action by either party.

**Term**

The term of this Memorandum of Understanding shall be three years, commencing on October 1, 2021, and terminating on June 30, 2024.

**Section 1. Employer-Employee Relations**

The Association recognizes the existence of Town Resolution 1974-41, and its successor if any, during the term of this MOU. Recognition of any amendments to this resolution does not imply POA has agreed to the changes.

**Section 2. Savings Clause**

If any provision or the application of any provision of this agreement as implemented should be rendered or declared invalid by any court action or decree or by reasons of any preemptive legislation, the remaining sections of this agreement shall remain in full force and effect for the duration of this agreement

**Section 3. Payroll Deduction**

Any employee may sign and deliver to the Association an authorization for payroll deduction of membership dues. The Town agrees to remit to the Association all monies deducted accompanied by a list of workers for whom such deductions have been made and indicating any changes in personnel from the list previously furnished.

The Association shall certify in writing to the Town any changes in the amount of membership dues. The Town shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days or longer after such submission.

The Association shall indemnify and hold harmless the Town against any and all suits, claims, demands, and liabilities that may arise out of, or by reason of, any action or omission of the Town in complying with this Section.

## Section 4. Non-Discrimination

The Town and Association agree that all provisions of this agreement shall be applied equally to all employees covered herein without favor or discrimination because of race, religious creed, color, sex (including pregnancy, childbirth, and related medical conditions), age (over 40), gender, gender identity, gender expression, sexual orientation, national origin, ancestry, political or religious affiliation, Association membership or activity on behalf of the Association, marital status, military or veteran status, or physical disability, mental disability, medical condition, or genetic information or any other basis prohibited by applicable federal, State or Town law. Association and Town support equal employment opportunity in hiring and will support all State and Federal regulations regarding equal employment opportunity.

### 4.1 General Provision regarding Americans with Disabilities Act

- A. Because the ADA requires accommodations for individuals protected under the Act, the Association recognizes the Town's obligation to comply with all provisions of the ADA on a case-by-case basis.
- B. The Association recognizes that the Town has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations.
- C. Any accommodation provided to an individual protected by the ADA shall not establish a past practice.

## Section 5. Salary

### 5.1 Intent

It is the intent of the Town to maintain salaries and benefits at a level that attracts and retains quality employees. The parties agree that surveys of the wages and benefits of police officers performing comparable work for comparable agencies provide information useful in ensuring that the Town continues to meet this goal.

### 5.2 Effective Upon Approval

Effective the first full pay period after Council approval of this MOU, or as soon as practical thereafter, the salary rate for all classifications shall be increased by two percent (2%).

### 5.3 Effective 2022

Effective the first full pay period in July 2022, the salary rate for all classifications shall be increased by five and one-quarter percent (5.25%).

The parties agree that the combined 2022 increases represent a three percent (3%) cost of living adjustment, a market increase of three and fifteen hundredths' percent (3.15%), and an additional one and one tenths percent (1.1%) to address the passage of time since October 2021.

### 5.4 Effective 2023

Effective the first full pay period in July 2023, the salary rate for all classifications shall be increased by three percent (3%).

### 5.5 One-Time Lump Sum

Effective the first full pay period of July 2022 or the first full pay period after Council approval of the MOU, whichever is later, all employees shall receive a one-time non-pensionable lump sum payment of five thousand dollars (\$5,000).

### 5.6 Pandemic Related Bonus

Effective the first full pay period of July 2022 or the first full pay period after Council approval of the MOU, whichever is later, all employees who worked for the Town in 2021 who are employed at the Town through the last day of the pay period the bonus is paid, will receive a one-time, non-pensionable lump sum payment of \$2,500.

## Section 6. PERS Benefits

The Town contracts with the California Public Employees' Retirement System (CalPERS or PERS) to provide Town employees with retirement benefits.

### 6.1 PERS 3% at 50 Retirement Option Classic Members

For employees that are not "New Members" as defined under Government Code section 7522.04(f), commonly referred to as "Classic Members," the Town provides the 3% at 50 option for members of the bargaining unit.

The Town's contract with CalPERS for the 3% at 50 option also includes the following optional benefits:

- Single Highest Year
- 1959 Survivor Benefit Level 4
- Conversion of Unused Sick Leave to Service Credit

Classic Members contribute 12% towards PERS (3% more than required by statute) in accordance with Government Code section 20516(a).

### 6.2 PERS 2.7% at 57 Retirement Option for New Member Employees Hired on or After January 1, 2013

For employees hired on or after January 1, 2013, who meet the definition of New Member under Government Code 7522.04(f), the Town provides the 2.7% at 57 retirement benefit.

The Town's contract with CalPERS for the 2.7% at 57 option also includes the following optional benefits:

- 36-month final average compensation (Gov't Code 20037)
- 1959 Survivor Benefit Level 4
- Conversion of Unused Sick Leave to Service Credit

New Members contribute toward CalPERS an amount that is equal to one half (1/2) the normal cost of their CalPERS pension as determined annually by CalPERS, or the current contribution rate of similarly situated employees, whichever is greater (Government Code 7522.30(c)).

## Section 7. Education Incentive Pay

### 7.1 Four-Year Degree Incentive Pay

The Town shall pay two and one-half percent (2.5%) of base salary to any member who possesses a four-year degree that enhances their ability to do their job. Employees must submit proof of the four-year degree to Human Resources in order to be eligible for the payment.

### 7.2 Two-Year Degree Incentive Pay

For employees hired prior to June 30, 2008, the Town shall pay two and one-half percent (2.5%) of base salary to any member who possesses a two-year degree or meets the minimum requirements to obtain an Associates of Arts Degree that enhances their ability to do their job. Employees must submit proof of the two-year degree or completion of the minimum requirements to obtain an Associates of Arts Degree in a related field to Human Resources in order to be eligible for the payment. The incentive pay for a two-year degree does not stack with incentive pay for a four-year degree; the maximum education incentive pay any member may receive under this section 7 is two and one-half percent (2.5%) of base salary

### 7.3 Commencement of Educational Incentive Pay

Educational Incentive Pay is effective the first full pay period after the employee provides Human Resources with sufficient proof that the employee has obtained the requisite degree or education for Educational Incentive Pay.

### 7.4 Re-Opener

If the law changes on the education requirements for California police officers, the Town has the right to reopen this section 7.

## Section 8. POST Certificate Pay

Qualified employees shall receive one of the following payment amounts in accordance with Exhibit A:

- A. Employees in their represented classifications who have been awarded an Intermediate POST Certificate: An additional 5% of base salary.
- B. Employees in their represented classifications who have been awarded an Advanced POST Certificate: An additional 2.5% of base salary for a total of 7.5%.

## Section 9. Special Pays

Officers are limited to one special assignment pay or canine pay. Officers who qualify for bilingual pay may receive bilingual pay in addition to a special assignment pay or canine.

### 9.1 Special Assignment Pay

Town shall provide a 5% special assignment pay to Association represented personnel who are routinely and consistently assigned as follows:

#### 9.1.1

Motorcycle Patrol Premium- for unit members who operate and/or patrol on motorcycle.

#### 9.1.2

School Resource Officer Duty Pay – For unit members who are assigned to School Resource Officer duty.

#### 9.1.3

Detective Division Premium- for unit members who are routinely assigned to a detective or investigative division.

#### 9.1.4

Police Administrative Officer-for unit members who are assigned to police administration to provide support for the Police Chief and Command Staff in the operation of the Police Department.

Assignment for special pay purposes shall be done using Town Personnel Action Forms.

Association represented personnel removed from specialty positions on a temporary basis for departmental purposes and through no fault or request of their own shall continue to receive specialty pay for a maximum of 30 calendar days.

The parties agree that special assignment premiums are pensionable as determined by CalPERS.

## 9.2 Bilingual Pay

The Town will pay an additional 2.5% above base pay for employees who are routinely and consistently assigned to communicate in languages other than English. Bilingual pay will be for Spanish, Russian, Arabic, Chinese, Vietnamese and any other language designated by the Chief of Police. The Town will determine the qualifying criteria including the test and the application to the specific job assignment.

## 9.3 Canine Pay

Officers who are routinely and consistently assigned to handle, train and board a canine in accordance with this section are eligible for Canine Officer/Animal Premium. Officers assigned to the canine unit are required to care for, train, groom, feed, and bathe their assigned dog. The parties agree that two hours per week is a reasonable amount of time to care for the canine. The Town compensates Canine officers a total of five (5) hours per week for additional time spent caring for the canine. Two (2) hours of this additional time is outside of the regular shift. The remaining three (3) hours is provided as release time.

Call-back as defined in the MOU shall not apply for the purposes of caring for the dog. Compensation provided during the additional paid time and release time is mutually acknowledged to compensate for additional time required to care for, train, groom, feed, and bathe the assigned canine.

### 9.3.1 Canine Pay Premium

Compensation for the 2 hours outside of the regular shift is paid as a 5% premium on all hours worked.

### 9.3.2 Canine Release Time

Canine Officers on a 4-10 schedule shall be released in a paid capacity for 0.75 hours prior to the "normal" conclusion of each regularly scheduled shift (4 shifts per week equaling 3 hours per week) for the normal care of the canine, including but not limited to training, grooming, feeding, bathing, and routine veterinarian care.

Canine Officers on a 12-hour schedule shall be released in a paid capacity for 1.0 hours prior to the "normal" conclusion of each regularly scheduled shift (3 shifts per week equaling 3 hours per week) for the normal care of the canine, including but not limited to training, grooming, feeding, bathing, and routine veterinarian care.

In the event that a Canine Officer is not released in sufficient time prior to the conclusion of his or her shift, the officer will be paid for additional time after the end of shift to compensate them for 0.75 or 1.0 hours of Canine care time as appropriate. The Town recognizes that this may result in overtime.

### 9.3.3 Commute Time with Canine

Commute time with the canine shall not be considered working time. If there is an event requiring emergency veterinarian care, travel to the veterinarian will be compensable work time.

## 9.4 Field Training Officer Training Premium

In addition to the above special pays, officers assigned by the Chief of Police as Field Training Officers shall also receive the 5% incentive whenever providing training to a Department member for which a training observation report is required or when completing special assignments directly related to the Field Training Officer Program with prior approval of the Chief of Police. Attendance at FTO meetings, training provided at briefings, or other training provided in conjunction with the Department's annual Advanced Officer Training or other on-going general training to Department members does not qualify for the 5% incentive.

## 9.5 Trailing Canine Pay

Officers that personally own a certified and properly equipped Trailing Canine and have been identified as a Department Trailing Canine Handler will provide the Los Gatos-Monte Sereno Police Department with the use of the Trailing Canine when tracking, trailing and related canine services are required. Deployment of the Trailing Canine Team may be requested for location of missing persons, fugitive apprehension and evidence recovery. With the approval of the Chief of Police, the Trailing Canine Team may also be deployed to other jurisdictions. Trailing Canine Handlers are responsible for the maintenance and care of the canine, in addition to recurring in-service training, at no cost to the Town.

### 9.5.1 Trailing Canine Premium

Officers will receive a five percent (5%) specialty pay premium only during approved deployment and use of services and will submit an approved time sheet noting the specialty pay during the pay period in which the services were rendered. Special assignment premiums are pensionable as determined by CalPERS.

The Town will reimburse Officers up to, but not to exceed, \$150.00 per month premium for private pet insurance. Officers will submit receipts for payment on a quarterly basis to Finance — Accounts Payable for reimbursement. The Town will also reimburse Officers for insurance deductible payments up to \$250.00 per injury/illness incurred to canine while deployed for use on Town assignments.

### 9.5.2 Trailing Canine Training

Trailing Canine Handlers will maintain required recurring in-service training and associated records, within the scope of policies and procedures of the Los Gatos-Monte Sereno Police Department. Officers will be reimbursed for annual canine recertification course registration fees not to exceed \$800.00 per year. Officers are responsible for cost of travel, lodging, and per-diem related to the annual recertification course.

Up to 40-hours of paid release time annually will be allowed to attend re-certification course. The approved re-certification course constitutes scheduled Department training for which the release time will be honored.

## 9.6 Posting for Special Assignments

Any opening for a special assignment shall be posted for a minimum of two weeks, unless extraordinary circumstances warrant otherwise.

## Section 10. Acting Sergeant Pay

Police Officers working as acting supervisors shall be compensated at Step "4" of the Sergeant's rate of pay. Town shall periodically review the actual time use of acting supervisor designations in order to determine the necessity of additional permanent supervisory personnel.

## Section 11. Reimbursement of Expenses

The Town shall pay claims for reimbursement within 30 days following the complete and accurate submission of claims as approved by the Finance Director.

## Section 12. Tuition Reimbursement

Town will reimburse 100% of the cost of books, university/school fees (except parking) and tuition. Tuition and school fees shall be reimbursed up to the full-time rates of San Jose State University at applicable Undergraduate or Graduate rates per school term. The maximum reimbursement per employee per fiscal year is equivalent to two (2) semesters.

The reimbursement shall be only for courses that are directly related to the employee's position as determined by the Town Manager, including general education courses that are generally related to attainment of a job-related degree or certification. General education courses not generally related to the employee's position will not be eligible for reimbursement. Reimbursement shall be taxed pursuant to the State and Federal Regulations.

Application for Tuition Reimbursement shall be made to the Town before the course begins. Prior to reimbursement of costs, all course work must be completed with a passing grade of "C" or equivalent when numerical score or pass/fail is given. Individuals requesting reimbursement must currently be employed by the Town to be eligible for reimbursement.

Any employee who terminates employment with the Town within one year from the completion of a class or classes, for which tuition reimbursement was paid, shall refund all tuition paid under this provision, unless required to attend by the appointing authority.

### **Section 13. Health and Welfare Benefits and Rate of Town Contribution**

The Town contracts with CalPERS for the purpose of providing employees and their eligible dependents with medical insurance benefits. The Town's maximum monthly contribution for each eligible active employee shall be equal to the minimum employer contribution required under Public Employees' Medical and Hospital Care Act (PEMHCA), currently \$149 per month, as may be adjusted by CalPERS from year to year.

#### **13.1 Cafeteria Plan**

During the term of the MOU, the Town agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing eligible active employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, vision insurance and life insurance benefits.

#### **13.2 Dental**

Employees choosing this option instead of Cash-in-Lieu will be provided 100% of the Delta Dental DPO Plan premium less a \$15.00 employee contribution. If the premium cost of the dental plan exceeds the Town contribution, the employee shall pay through payroll deductions the difference between the monthly premium and the amount contributed by the Town. The Town will pay 100% of the premium for employees choosing to participate in the DeltaCare USA Plan.

#### **13.3 Medical**

The Town will provide active employees with a medical allowance equal to 100% of the cost of the Kaiser Bay Area Medical Insurance Program premium offered by the Public Employees' Retirement System Health Benefit Medical Program at the Employee Only level of participation. For dependents, the Town will pay 90% of the difference between Kaiser Employee Only and Kaiser level of participation (Employee Plus One or Employee Family, depending on family status). If the employee chooses medical coverage under a program more expensive than Kaiser Bay Area, the employee will pay the difference between the Town-provided medical allowance and the cost of the more expensive program through payroll deduction.

The Town's contribution towards medical insurance set forth in Section 13 (the PEMHCA minimum) will be deducted from the amount of contribution provided by this Section.

#### **13.4 Vision**

The Town shall pay for employee-only coverage under the Town's Vision Service Plan (VSP). Employees may enroll eligible dependents at their own cost.



### 13.5 Cash-In-Lieu Plan

Employees have the option of choosing all available coverages or, upon providing proof of other medical coverage, may choose to opt out of the Town's coverage and be provided with cash-in-lieu.

Employees who choose to receive the cash-in-lieu must first show proof of alternative minimum essential medical coverage for the employee and employee's tax family (individuals for whom the employee expects to claim a personal exemption deduction). Individual coverage, and individual coverage from Covered California does not qualify as alternative minimum essential coverage under this section. Employees must provide reasonable evidence of alternative minimum essential coverage each plan year, during open enrollment. The Town will not make the cash payment if it knows or has reason to know that the employee or tax family does not have alternative minimum essential coverage. Any amount received in cash is taxable. Employees choosing to receive taxable cash will have the option of receiving it in two equal amounts in December and June, or the first two paychecks of each month (24 times a year).

- For employees hired before January 1, 2006, the Town contribution to the Cash-In-Lieu program will be equal to Nine Hundred and Twenty-two Dollars (\$922) per month.
- For employees hired after January 1, 2006, the Town contribution to the Cash-In-Lieu program will be Four Hundred Dollars (\$400) per month.

The parties agree to meet and confer at the Town's request on any changes that are within the mandatory scope of bargaining related to its Town sponsored Medical Insurance and Cash In-Lieu Plan that may be related to the compliance and implementation of the Affordable Care Act or the Fair Labor Standards Act as it relates to the regular rate of pay for overtime.

### 13.6 Supplemental Health and Welfare Benefits

- A. **Life:** Coverage of \$50,000 plus \$50,000 accidental death: Town to pay for premium. Additional life insurance may be purchased by the employee equal to once or twice the employee's base salary, not to exceed \$200,000.
- B. **Disability:** Short Term Disability Policy effective 8th calendar day; coverage of 60% of weekly earnings up to maximum of \$1,300/week for 13 weeks. Long Term Disability benefits begin on the 91st day of disability; coverage of 60% of monthly earnings up to a maximum of \$6,000/month.
- C. **Employee Assistance Program:** Premiums shall be paid by the Town.
- D. **Unemployment Insurance:** Premiums shall be paid by the Town to provide State coverage.

## Section 14. Retiree Health

The Town provides retiree health benefits in accordance with the PEMHCA for employees who qualify as eligible PERS retirees who receive a PERS retirement allowance and are PEMHCA annuitants entitled to such benefits under the PEMHCA.

The Town's maximum monthly contribution for each eligible annuitant shall be equal to the minimum employer contribution required under the PEMHCA, currently \$149 per month, as may be adjusted by CalPERS from year to year. The provisions of PEMHCA will govern medical insurance coverage for annuitants.



## **14.1 Retiree Health Benefit for Eligible Retirees Hired on or Before October 1, 2018**

An employee hired on or prior to October 1, 2018, or provided with a final offer confirmation of employment prior to October 1, 2018, is eligible for Health Reimbursement Account (HRA) retiree health benefits in accordance with this Section.

### **14.1.1**

The employee retired from the Town taking a service or disability retirement from CalPERS as a retiree receiving a PERS retirement allowance and is a PEMHCA annuitant; and,

### **14.1.2**

The employee must actually draw a CalPERS pension within ninety (90) days of separation from the Town, provided the employee remains with the Town's health plan through COBRA.

### **14.1.3**

The amount of the supplemental retiree health benefit allowance will be equal to 100% of the cost of the premium for Kaiser Bay Area Retiree Only and 90% of the difference between the Kaiser Employee Only and Kaiser level of participation (Employee Plus One or Employee Family, depending on family status). The Town will pay \$ \$1,947.16 per month towards a Retiree Plus One or More plan, as of the 2022 plan year. This amount will increase by \$100.00 each year until it is equal to the active employee contribution.

### **14.1.4**

The Town's contribution towards retiree health insurance set forth in Section 14 (the PEMHCA minimum) will be deducted from the amount of contribution provided by this Section (14.1).

### **14.1.5**

Employees retiring on or after February 1, 2016 and upon becoming eligible for Medicare will cease to receive any retiree health benefit allowance under this Section (14.1) and will become eligible for Supplemental Medicare equal to the cost of Kaiser Senior Advantage Bay Area Medicare rates up to a maximum of 100% Retiree Only, 90% for Retiree Plus One or 90% for Retiree Plus One or More less the amount of the employee contribution provided under Section 14 (the PEMHCA minimum). This benefit is available to the eligible retired employee only after he or she has reached the age of 65 and is Medicare eligible or as otherwise specified by law.

### **14.1.6**

The benefits described by this Section (14.1) will be provided to annuitants through CalPERS by means of a Health Reimbursement Account (HRA).

## **14.2 Retiree Health Benefit for Eligible Retirees Hired After October 1, 2018**

The Association will establish participation in a retiree medical plan administered by the PORAC Retiree Medical Trust (PORAC RMT). This agreement to participate will apply to every employee, represented by the Association, hired by the Town after October 1, 2018. The cost of establishing and maintaining the Trust shall be at no cost to the Town, including administrative fees. The Town is not a party to the Trust, aside from transferring funds, and has no obligations to the management, regulatory compliance or performance of the trust. In the event the Trust becomes insolvent or unable to pay, the Town has no financial obligation to the Trust or the contributing members of the Association.

The Town will transfer a monthly employee contribution of one hundred dollars (\$100.00) for each Association member deducted in fifty dollars (\$50.00) increments from the first two paychecks of each month (24 times per year). These contributions shall be on a pre-tax basis if permitted by law. As each member will contribute the same predetermined dollar amount, no member election forms designating the amount will be needed, allowed or

requested; and there shall be no member election available to take the member contribution amount in cash, or to determine the member contribution amount. These contributions shall be included as salary for purpose of calculating retirement benefits as determined by the California Public Employees Retirement System (CalPERS).

The Town will comply with reasonable procedures set by the Trust Office with regard to reporting and depositing the required contributions set forth above, typically involving providing the Trust Office with the name, social security number and amount paid for each Association member. In the event that the reporting requirement of the Trust requires reporting beyond that which the Town typically provides, the Town may require the Association to pay for any costs related to programing or producing such reports. Prior to engaging in any activity that could result in such an expense, the Town will secure the Association's authorization

The Association agrees to defend, indemnify, and hold the Town harmless from any liabilities of any nature which may arise as a result of the operating of the PORAC RMT, except for the obligation of the Town to make and report the non-elective transfer of Association member contributions as described above.

The monies contributed to the Trust fund shall only be used for retiree health insurance premiums or health care expenses, as allowed by law. There shall be no Association member election/option available to take such amount in unrestricted cash.

The purpose of this Trust shall be to provide for retiree health care expense reimbursement benefits. The Trust shall be and remain separate and apart from any Town health insurance funding program, unless changed by mutual written agreement of the parties. The contributions set forth above, unless otherwise dictated by law or rules set forth by CalPERS, shall be included as salary for purpose of calculating pension benefits.

The Town hereby acknowledges receipt of the Trust Agreement governing the Trust. The Town will cooperate with the Trust in allowing a payroll audit only for the purpose of ascertaining if the proper number of contributions have been made.

## **Section 15. Uniforms**

The Town will provide a full set of uniforms and equipment (per Department Uniform Policy) to each new employee. The Town will replace authorized uniform items damaged in the performance of duty as approved by the Chief of Police.

The Town will pay bargaining unit employees a uniform allowance of One Hundred Fifteen Dollars (\$115) per month (paid the first two pay periods of each month) for the repair, maintenance, and replacement of uniforms.

## **Section 16. Mileage Reimbursement**

Employees using personal vehicles on official Town business shall be reimbursed at the mileage rate established by the I.R.S. Private vehicles used for Town business shall comply with the California Vehicle Code.

Mileage reimbursement requests must be submitted within 30 days of the date accrued.

## **Section 17. Payroll Periods**

The Town and Association agree to the continuation of a biweekly payroll period. The following conditions are in effect:

- A. Employee pay shall not be withheld more than seven (7) calendar days from the end of the payroll period, however, a maximum of two days overtime may appear on the next payroll period if it is worked following the submittal of time sheets, or during a pay period with a Town holiday which requires early submittal of time sheets and early distribution (before Friday) of pay checks. This may also occur at the end of the fiscal or calendar year.
- B. The Town shall provide an optional electronic check deposit system for use by employees.

## Section 18. Paychecks

Payroll deductions and accruals shall appear on all paychecks.

## Section 19. Deferred Compensation

The Town shall continue to offer a program of deferred compensation to its members in the represented classifications. The Town makes no representation on the merit of the plan nor any of the investment products or instruments which may be offered by the plan. The responsibility for evaluating the options within the plan is the responsibility of the individual participant. The Town shall not be obligated to offer more than one Deferred Compensation carrier.

## Section 20. Overtime

Overtime is time worked beyond any scheduled work shift.

All overtime worked shall be compensated at time and one-half. The employee may choose whether overtime shall be paid in cash or accumulated as Compensatory Time Off (CTO), subject to a maximum accumulated CTO of one hundred and forty (140) hours.

On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to 40 hours of CTO twice per year (paid at the regular rate of pay in whole hour increments) which will be earned in the following calendar year. In the first full pay period of June and December in the following year, the employee will receive cash for the amount of CTO the employee elected to cash out in the prior year. However, if the employee's CTO balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of the CTO the employee has accrued at the time of the cash out.

Annual review of the impact of those changes will occur to determine if there is any adverse impact on scheduling.

For private duty contracts, officers may only receive pay.

Overtime is to be approved by a supervisor as soon as practical. Overtime payroll sheets are the responsibility of the employee to have approved and forwarded to the division commander by the appropriate payroll deadline.

## Section 21. Duty Extension

Compensation is made for actual time worked and shall be computed in minimum quarter-hour blocks.

Personnel whose work hours would normally terminate within one hour or less from the time of the scheduled court, meeting, or training commencement will be compensated from the termination of their normal work hour through the termination of the scheduled event.

Duty extension is paid at time and one half.

## Section 22. Call Back

Requests that personnel return to duty, attend mandatory meetings, court appearances and training classes are call backs and compensated at a 3-hour minimum or actual time, whichever is greater. Mandatory meetings where a minimum of two weeks' notice has been given are not a call back and will be compensated at a one (1) hour minimum or actual time worked whichever is greater.

Call backs for officers assigned to Watch I (midnight shift) who have worked the night before shall receive a minimum of 4 hours.

Personnel are considered on duty for the duration of a call back.

Court appearances-hearings-depositions: Required off duty attendance at judicial or administrative hearings is compensated at a 3-hour minimum (4 hours for midnight if shift worked the night before appearance), or actual time, whichever is greater. Should there be more than one appearance, including separate court locations, within the 3- or 4-hour time period, only one minimum will be granted.

Call back is paid at time and one half.

## Section 23. Vacation Schedule

The following vacation schedule shall apply to all employees:

Months of Employment	Accrual Days Per Year	Accrual Hours Per Pay Period
0 to 36	10	3.08
37 to 60	15	4.62
61 to 120	20	6.46
121 to 180	23	7.08
181 months	25	7.70

Maximum accrual of vacation hours shall be 344 hours.

On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to 80 hours of vacation twice per year (in whole hour increments) which will be earned in the following calendar year. In the first full pay period of June and December in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of vacation the employee has accrued at the time of the cash out.

## Section 24. Vacation and Compensatory Time Off Cash-out

Employees who terminate from Town service shall have all accrued vacation and compensatory time off cashed-out. This will terminate their status as an employee of the Town.

## Section 25. Shift and Vacation Selection Procedures

Patrol shift selection and vacation bidding shall commence approximately ten weeks prior to shift change, unless circumstances require otherwise.

The Town agrees to continue efforts to transition to an online mechanism for shift and vacation selection.

Due to the Association's concerns regarding changes to the vacation selection procedure that arose due to sworn staffing shortages and its effect on officer access to vacation, the parties agree to meet to discuss shift and vacation selection procedures during the month of July 2022. Upon request by the Union, the parties will promptly meet and confer on the limited issue of the Department's vacation selection procedure. Any changes to the existing vacation selection procedure will be by mutual agreement.

## Section 26. Holidays and Holiday Pay

The following holidays will be observed by non-uniform personnel:

- January 1.
- the third Monday in January.
- the third Monday in February.
- the last Monday in May.
- Juneteenth.
- July 4.
- the first Monday in September.
- Thanksgiving Day.
- the Friday following Thanksgiving Day.
- December 25.
- Four hours on December 24 and December 31
- Every day declared a Holiday by the Mayor as a result of a national holiday declared by the President or State Governor.

Holidays which fall on Saturday shall be observed on the Friday prior and holidays which fall on Sunday shall be observed on the following Monday.

Uniform personnel assigned to shift work (Patrol and Traffic) shall receive compensation in-lieu of holiday time off equal to eighty (80) hours of base pay annually. Employees shall have the option of taking Holiday leave off equal to eighty hours (80) or receive in-lieu compensation. If the employee selects to receive in-lieu compensation, forty (40) hours of holiday pay will be received in the last payroll of November and the second forty (40) hours will be received in the last payroll of May and will be included on the regular check. In-lieu holiday pay shall cease whenever an employee is reassigned to other than shift work. The employee shall observe holidays as described above. In the event that an additional holiday is observed by the Town during the term of this agreement, the in-lieu compensation shall be increased by the additional hours holiday time made available to non-uniform personnel (the language of this paragraph becomes null and void effective January 1, 2019).

Effective the first full pay period of July 2022 or the first full pay period after Council approval of the MOU, whichever is later, in recognition of Juneteenth, holiday in-lieu pay will be increased by 0.4%, to total 4.4%.

Effective the first full pay period of July 2022 or the first full pay period after Council approval of the MOU, whichever is later, employees will receive a one-time, non-pensionable lump sum payment of one thousand dollars (\$1,000) for foregoing the Juneteenth holiday prior to 2023.

## Section 27. Personal Leave

Employees shall have the option of either taking personal leave off equal to twenty-four (24) hours of base pay annually or receiving in-lieu compensation equal to same if the personal leave is not used by the end of November. Employees may use personal leave hours during the month of December; however, employees desiring to receive compensation for those hours shall do so in conjunction with the annual cash out in November.

## Section 28. Sick Leave

Accumulation rate shall be 8 hours per month (3.70 hours per pay period) with a maximum accrual of 1180 hours. The Town may require association represented employees to provide a doctor statement of proof of illness for any use of sick leave beyond one working day.

## Section 29. Sick Leave Cash-Out Program

### 29.1 Annual Sick Leave Cash-Out for Employees Hired Prior to October 1, 2018

On or before the pay period which includes December 15 of each calendar year, employees eligible to cash out under this section may make an irrevocable election to cash out up to 40 hours of their accumulated sick leave at 50% of current salary two times per year (in whole hour increments) which will be earned in the following calendar year. In the first full pay period of June and December in the following year, the employee will receive cash for the amount of sick leave the employee irrevocably elected to cash out in the prior year. However, if the employee's sick leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of sick leave the employee has accrued at the time of the cash out.

### 29.2 Sick Leave Cash-Out Upon Termination for Employees Hired Prior to October 1, 2018

Employees who terminate employment with the Town for any reason other than retirement or disciplinary termination, may cash-out their accumulated sick leave as follows:

Months of Employment	
1-59 months	25%
60-119 months	37.5%
120 months or more	50%

In order to be eligible for the sick leave cash-out program, an employee must have a sick leave accrual balance of at least 200 hours at the time of termination.

### 29.3 Unused Sick Leave Upon Retirement

Upon retirement, eligible employees may choose from the following options:

**1. Eligible employees may convert unused sick time to service credit in accordance with provisions established by CalPERS.**

**2. Sick Leave Cash Out for Employees Hired Prior to October 1, 2018**

All eligible employees who retire with a sick leave accrual balance of at least 200 hours may elect to be paid in cash in accordance with the same provisions as Section 28.2 Sick Leave Cash-Out Upon Termination.

**3. Sick Leave Conversion for Employees Hired Prior to January 1, 2009**

All employees who retire with a sick leave accrual balance of at least 200 hours may convert 100% of this accumulated sick leave to a dollar equivalent at their hourly rate of pay at the time of retirement. This amount shall be held in an account. The employee's portion of the medical insurance premium payment will be withheld from their monthly retirement payment by PERS.

The Town agrees to pay the retiree quarterly in advance on the first pay period of January, April, July, and October of each year after retirement. The first payment will be pro-rated to the nearest quarter.

Retiree's (including dependents of the retiree) portion of medical payments will be paid from this account by the Town until all monies are depleted from the account.

This account will not accrue interest and will not be paid in cash to the retiree or any beneficiaries. The retirees shall be responsible for 100% of their share of future medical insurance premiums once the account is exhausted.

**Section 30. Military Leave**

Military leave and benefits shall be granted in accordance with State and Federal Law, including the continuation of employee salary and benefits if applicable.

Generally, employees with more than one year service will receive up to thirty (30) calendar days of paid military leave annually while engaged in military duty ordered for purposes of active military training.

**Section 31. Bereavement/Compassion Leave**

Up to 40 hours available per occurrence – use limited to spouse, parent, grandparent, child, or sibling by blood or marriage. It is recognized that bereavement/compassion leave is separate from employee's accumulated sick leave, vacation or CTO.

**Section 32. Leave Without Pay**

Leave without pay shall be subject to approval of the Chief of Police and the Town Manager.

An employee who is on leave without pay shall not earn any employment benefits (including, but not limited to, such benefits as vacation leave, medical benefits, sick leave, retirement, credit for time employed or seniority entitlement of any kind) for the duration of such leave.

Vacation or sick leave or time worked shall not be used intermittently during an extended leave to interrupt a determination that an employee is on leave without pay.

The Town may, at its discretion, approve leave beyond the specific amount provided above.

**Section 33. Accrual of Benefits**

Benefits shall not accrue to employees on unauthorized leave, suspension without pay, or leave without pay.

**Section 34. Workers' Compensation**

Employees shall be provided benefits in compliance with State law.

**Section 35. Jury Duty**

Employee salary and benefits shall be continued during jury duty; employee turns over to the Town any compensation from the courts or other source of jury duty on regular workdays.

**Section 36. Outside Employment**

Outside employment shall be subject to approval of the Chief of Police and the Town Manager, subject to the following limitations: no security work within Town limits; no use of Los Gatos uniform, badge, ID, or Los Gatos issued items; vacation or CTO to be used for court appearances resulting from private employment. Approval must be obtained prior to engaging in the outside employment and shall be renewed prior to July 1 of each year.

**Section 37. Residency Requirement**

There is no residency requirement for represented employees.



## Section 38. Layoff Policy

Association recognizes the right of the Town to determine the resources to be made available to the police department. Although a reduction in force (layoff) is not anticipated, it is recognized that it is the sole right of the Town to determine when such reductions in force are necessary.

Reductions in force shall be by classification with the determination of affected employees by the Town based on seniority counted as total time employed by the Town. Affected employees shall be provided a minimum thirty (30) calendar days' notice of layoff.

Employees in the classification of Police Sergeant and designated for layoff shall have the right to return to positions previously held with the Town and represented by the Association.

## Section 39. Vehicles

Town shall advise POA no later than sixty days prior to Town development of vehicle specifications for patrol vehicles. POA shall submit recommended specifications for vehicle purchase no later than thirty (30) days after receiving the notice from the Town.

## Section 40. Promotions

The Town and Association agree that it is in the best interest of both the Town and its employees to foster promotion of incumbent employees.

The Town and Association recognize the Town's sole right to determine the examination process for the selection of Town employees. Qualified employees who are invited to participate in the examination process shall be allowed up to two (2) hours of time-off from regularly scheduled work in order to participate in the examination process if the examination process is scheduled during the employee's normal work period.

To the best of its ability, the Town shall maintain a current promotional list for the positions of Police Corporal and Police Sergeant.

Any opening for Police Corporal or Police Sergeant positions shall be posted for a minimum of three weeks, unless extraordinary circumstances warrant otherwise.

## Section 41. Probationary Period

The Town and the Association agree that all original appointments to the rank of Police Officer will include a probationary period of 18 months from date of hire to allow the department to fully evaluate the officer following the academy and FTO training.

Individuals hired as a lateral transfer must have a valid P.O.S.T. Basic Certificate at the time of hire and will be subject to a 12-month probationary period.

Any individual on an 18-month probationary period will be eligible to receive a step increase after 12 months.

All promotional appointments to the positions of Corporal and Sergeant shall be subject to satisfactory completion by the employee of a 12-month probationary period.

The Chief of Police may extend the probationary period of an employee for a period not to exceed an additional six (6) months.



## Section 42. Performance Evaluations

Performance evaluations shall take place at least every three (3) months for all probationary employees and shall take place at least annually thereafter on the anniversary of an employee's employment with the Town. Employees eligible for step increases shall receive their performance evaluation no later than fifteen (15) days prior to their employment anniversary date.

All performance evaluations shall be discussed with the employee prior to the evaluation being completed. Employees may sign their individual performance evaluations as evidence of discussion having taken place; employee signature does not necessarily imply agreement with the evaluation. If an employee chooses not to sign an evaluation, the supervisor will note that the employee has read the evaluation and chooses not to sign. An employee may attach separate written comments to their evaluation.

## Section 43. Reinstatement

Subject to the approval of the Town Manager, a permanent employee who has resigned from employment with the Town may be reinstated within two (2) years of their resignation to their former position, if vacant. Upon reinstatement, the employee shall be considered as though they had received an original appointment, unless other conditions are made a part of the reinstatement by the Town Manager.

## Section 44. Re-Employment

The names of employees affected by layoff shall be placed on appropriate re-employment lists in the order of total continuous cumulative time served in paid status. Such names shall remain thereon for a period of eighteen (18) months unless such persons are sooner re-employed. When a re-employment list is to be used to fill vacancies, the Personnel Officer shall certify from the top of such list the number of names equal to the number of vacancies to be filled, and the appointing power shall appoint such persons to fill the vacancies.

## Section 45. Grievance Procedures

Grievances shall be defined as alleged violations of this agreement or disputes regarding interpretations, application, or enforcement of this agreement to Town ordinances, resolutions, and written policies related to personnel policies and working conditions. Grievances shall not include disagreements, disputes, or activities regarding or pertaining to examinations for employment or promotion, disciplinary action, performance evaluations, and probationary terminations.

No act or activity which may be grievable may be considered for resolution unless a grievance is filed in accordance with the procedure contained herein within sixty (60) calendar days of the date the grievable activity occurred or the date the employee could reasonably have known such activity occurred. The provision for the sixty (60) days "statute of limitations" shall not apply to probationary employees.

The parties agree that all grievances will be processed in accordance with the following procedure:

Any employee who has a grievance shall first try to get it settled through discussion with their immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision. If after such discussion the employee does not believe the grievance has been satisfactorily resolved, they may file a formal appeal in writing to the command officer responsible for supervision of the employee's immediate supervisor within ten (10) calendar days after receiving the informal decision of their immediate supervisor. The command officer shall respond within ten (10) calendar days of the filing of the appeal.

If the employee does not believe the grievance has been satisfactorily resolved by the command officer, the employee may then file a formal appeal in writing to the Chief of Police within ten (10) calendar days after receiving the informal decision of the command officer. The Chief of Police shall render his written decision within ten (10) calendar days after receiving the appeal.

If after receipt of the written decision of the Chief of Police, the employee is still dissatisfied, they may appeal the decision of the Chief to the Town Manager. Such appeal shall be made by filing a written appeal to the Town Manager within five (5) days after the receipt of the written decision of the Chief. The Town shall render a written decision within twenty (20) working days after the appeal is made.

If after receipt of the written decision of the Town Manager the employee is still dissatisfied, he/she/they may appeal the decision of the Town Manager to the Personnel Board. Such appeal shall be made by filing a written appeal to the Chair of the Personnel Board within five (5) days after receipt of the written decision of the Town Manager.

The Personnel Board shall establish a hearing date within 30 days of receipt of the written appeal. The Personnel Board shall conduct a closed hearing giving opportunity for presentation by the employee or their representative and the Town Manager. The Personnel Board shall render a written decision within 30 days after the appeal is made. If after receipt of the written decision of the Personnel Board, the employee is still dissatisfied, they may appeal the decision of the Personnel Board to the Town Council. Such appeal shall be made by filing a written appeal with the Mayor. The Mayor shall schedule a closed hearing with the Town Council within 30 days after receipt of the appeal. At this hearing, the employee and the Town Manager may make presentations. The Town Council decision shall be final. The Town Council shall render a decision within 30 days after the hearing. An open hearing may be conducted by the Personnel Board or Town Council with mutual consent of the Town and person(s) filing the grievance.

The time limitations for filing and responding to grievances may be waived or extended by mutual agreement of the parties. If either party to the grievance so requests, an informal hearing shall be conducted at the Chief of Police or Town Manager appeal levels. Employees may be represented by counsel or other person at any stage in the grievance process.

## **Section 46. Attendance**

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leave.

An employee whose absence is not authorized will not receive pay or benefits for the absent period and shall be subject to discipline. Failure on the part of an employee absent without leave to return to duty shall be grounds for discharge. It shall be the responsibility of an employee absent without leave to notify the department head of the reason the employee is absent and of the employee's availability for duty.

## **Section 47. Completeness of MOU**

The Town and the Association acknowledge and agree to abide by the provisions of the Meyers-Milias-Brown Act.

## **Section 48. Association Notification or Communications**

The Town and the Department will make every reasonable effort to keep the Association President informed on issues related to the working conditions of the Association members.

## **Section 49. Labor-Management Committee**

As part of a continuing effort to promote healthy labor relations, the Department and the Association shall establish a Police Labor-Management Committee to meet on at least a quarterly basis to promote open communication and the sharing of information. It is the intent of the parties that the Chief or designee and the Association President or designee will attend these meetings.

**Section 50. Catastrophic Time Bank**

If an employee is catastrophically ill or injured, or if the spouse or child of such employee becomes catastrophically ill or injured, the employee may request of the Town Manager that a catastrophic time bank be established. This request should be in writing. The catastrophic time bank will enable other employees to donate accrued CTO, holiday credits, or vacation credits to the requesting employee in accordance with departmental policies.

Specific procedures for the administration of the catastrophic time bank will be developed by the department.

**Section 51. Me Too Clause**

The Town shall not enter into an agreement with another bargaining unit, local union or management unit so that unit, local or bargaining unit can receive any compensation related to any salary or total compensation increase obtained by the POA.

## SALARY SCHEDULE EXHIBIT A

**Town of Los Gatos**  
**Salary Schedule for Police Officers' Association Classifications**  
**Effective June 12, 2022**

Class Code	Classification Title	Range	Step	Hourly Rate
<b>2520</b>	<b>Police Sergeant (Prior)</b>	04-0721	1	\$66.43
	<i>Appointment before 03/01/2015</i>		2	\$69.75
			3	\$73.24
			4	\$76.90
			5	\$80.75

Class Code	Classification Title	Range	Step	Hourly Rate
<b>2521</b>	<b>Police Sergeant (New)</b>	05-0721	1	\$66.43
	<i>Appointment after 03/01/2015</i>		2	\$69.75
			3	\$73.24
			4	\$76.90

Class Code	Classification Title	Range	Step	Hourly Rate
<b>7500</b>	<b>Police Corporal</b>	03-0715	1	\$55.12
			2	\$57.88
			3	\$60.77
			4	\$63.81
			5	\$67.00

Class Code	Classification Title	Range	Step	Hourly Rate
<b>7510</b>	<b>Police Officer</b>	02-0711	1	\$52.50
			2	\$55.13
			3	\$57.89
			4	\$60.78
			5	\$63.82

Class Code	Classification Title	Range	Step	Hourly Rate
<b>9519</b>	<b>Police Trainee *</b>	01-0710	1	\$49.88
	<i>* 95% of Step 1 of Police Officer Classification (Provisional Employee with Misc PERS)</i>			

***Reflects General Increase of 2%.***

## SALARY SCHEDULE EXHIBIT B

**Town of Los Gatos**  
**Salary Schedule for Police Officers' Association Classifications**  
**Effective July 10, 2022**

Class Code	Classification Title	Range	Step	Hourly Rate
<b>2520</b>	<b>Police Sergeant (Prior)</b>	04-0721	1	\$69.92
	<i>Appointment before 03/01/2015</i>		2	\$73.42
			3	\$77.09
			4	\$80.94
			5	\$84.99

Class Code	Classification Title	Range	Step	Hourly Rate
<b>2521</b>	<b>Police Sergeant (New)</b>	05-0721	1	\$69.92
	<i>Appointment after 03/01/2015</i>		2	\$73.42
			3	\$77.09
			4	\$80.94

Class Code	Classification Title	Range	Step	Hourly Rate
<b>7500</b>	<b>Police Corporal</b>	03-0715	1	\$58.01
			2	\$60.91
			3	\$63.96
			4	\$67.16
			5	\$70.52

Class Code	Classification Title	Range	Step	Hourly Rate
<b>7510</b>	<b>Police Officer</b>	02-0711	1	\$55.26
			2	\$58.02
			3	\$60.92
			4	\$63.97
			5	\$67.17

Class Code	Classification Title	Range	Step	Hourly Rate
<b>9519</b>	<b>Police Trainee *</b>	01-0710	1	\$52.50
	<i>* 95% of Step 1 of Police Officer Classification (Provisional Employee with Misc PERS)</i>			

**Reflects General Increase of 5.25%.**



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/2/2023

ITEM NO: 8

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DATE: April 17, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Adopt a Resolution Approving the Parcel Map for 16194 Fisher Avenue and Accepting Dedication

**RECOMMENDATION:**

Adopt a resolution (Attachment 1) approving the Parcel Map for 16194 Fisher Avenue and accepting dedication.

**BACKGROUND:**

On February 18, 2020, the Development Review Committee considered a certificate of compliance and approved Subdivision Application M-19-009 for a new three-unit condominium development at 16194 Fisher Avenue.

On November 17, 2020, the Development Review Committee considered a subsequent lot line adjustment for the project site and approved Subdivision Application M-20-001 with conditions.

The developer, Lauren L. Kuehn, Trustee of the Aguiar Family Revocable Trust, has created the Parcel Map (Attachment 2) to formalize the parcels, dedicate right-of-way to the Town, and dedicate a public service easement.

**DISCUSSION:**

The parcel map formalizes the existing parcel for the construction of three new residential condominium units. The developer has provided all necessary maps and drawings. The developer has paid the appropriate fees to fully comply with the previously imposed development conditions and Town ordinances.

**PREPARED BY:** James Watson  
Senior Engineer

---

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

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PAGE 2 OF 2

SUBJECT: Adopt a Resolution Approving the Parcel Map for 16194 Fisher Avenue and  
Accepting Dedications

DATE: April 17, 2023

DISCUSSION (continued):

The developer is dedicating a portion of the property as a street dedication (in-fee) and an approximately 20-foot-wide ingress and egress and public service easement along the south side of the two resulting parcels. The easement dedications are all identified on the Parcel Map (Attachment 2).

CONCLUSION:

Staff recommends that Council adopt a resolution approving the Parcel Map and accepting dedications for the development of 16194 Fisher Avenue.

COORDINATION:

This project has been coordinated with the Town Attorney and the Community Development Department.

FISCAL IMPACT:

The Town will incur undetermined ongoing maintenance costs for the public right-of-way improvements following acceptance of the project.

ENVIRONMENTAL ASSESSMENT:

The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act - Section 15315: Minor Land Divisions and Section 15303: New Construction or Conversion of Small Structures.

Attachments:

1. Draft Resolution Approving the Parcel Map for 16194 Fisher Avenue and Accepting Dedications
2. Parcel Map for 16194 Fisher Avenue

**DRAFT RESOLUTION 2023-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
APPROVING THE PARCEL MAP FOR 16194 FISHER AVENUE  
AND ACCEPTING DEDICATIONS**

**WHEREAS**, on February 18, 2020, the Development Review Committee considered a certificate of compliance and approved the Subdivision Application M-19-009 for a new three-unit condominium development at 16194 Fisher Avenue; and

**WHEREAS**, on November 17, 2020, the Development Review Committee considered a subsequent lot line adjustment for the project site and approved Subdivision Application M-20-001 with conditions; and

**WHEREAS**, the developer, Lauren L. Kuehn, Trustee of the Aguiar Family Revocable Trust, is required to dedicate portions of the land for street right-of-way in-fee and public service easements within the property as indicated on the Parcel Map prepared; and

**WHEREAS**, the developer has complied with the conditions of Subdivision Applications M-19-009 and M-20-001; and

**WHEREAS**, the Parcel Map has been reviewed by staff and found to be in compliance with the Subdivision Map Act and Chapter 24 of the Town of Los Gatos Municipal Code.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Los Gatos that the certain Parcel Map of 16194 Fisher Avenue, dated January 2023 and prepared by TS Civil, Inc., is hereby approved; and

**BE IT FURTHER RESOLVED** that all dedications of land for public use identified on the Parcel Map are hereby accepted, in substantial conformance to the Conditions of Approval as set forth above and subject to the final approval by the Town Attorney.

ATTACHMENT 1



**PASSED AND ADOPTED** at a regular meeting of the Town Council held on the 2<sup>nd</sup> day of  
May 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CA

ATTEST:

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

OWNER’S STATEMENT:

WE HEREBY STATE THAT WE ARE ALL OF THE PARTIES HAVING ANY RECORD TITLE INTEREST IN THE SUBDIVIDED REAL PROPERTY SHOWN WITHIN THE DISTINCTIVE BORDERLINE ON THIS MAP, AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEDICATIONS AND OFFERS OF DEDICATION THEREIN.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

EASEMENT FOR CONSTRUCTION, MAINTENANCE AND ACCESS TO ANY AND ALL PUBLIC SERVICE FACILITIES INCLUDING POLES, WIRES, CONDUITS, STORM SEWERS, SANITARY SEWERS AND GAS, WATER AND HEAT MAINS AND ALL PUBLIC UTILITIES AND SERVICES AND ALL APPURTENANCES UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "P.S.E." (PUBLIC SERVICE EASEMENT). SAID EASEMENT SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE STRUCTURES, IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL ROOF OVERHANGS.

THERE IS ALSO SHOWN ON THE HEREON MAP PROPOSED EASEMENTS FOR PRIVATE INGRESS AND EGRESS DESIGNATED AND DELINEATED AS "I.E.E." ACROSS PARCEL 1 FOR THE BENEFIT OF PARCEL 2 AND ACROSS PARCELS 2 FOR THE BENEFIT OF PARCEL 1. SAID EASEMENTS ARE TO BE ESTABLISHED BY SEPARATE DOCUMENT AND ARE NOT OFFERED NOR ARE THEY ACCEPTED FOR DEDICATION.

AS OWNER:  
LAUREN L. KUEHN, TRUSTEE OF THE AGUIAR FAMILY REVOCABLE TRUST DATED NOVEMBER 6, 2001.

LAUREN L. KUEHN DATED

OWNER’S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA SS.  
COUNTY OF \_\_\_\_\_  
ON \_\_\_\_\_, 202\_\_\_\_ BEFORE ME, \_\_\_\_\_,  
A NOTARY PUBLIC,  
PERSONALLY APPEARED \_\_\_\_\_,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND  
NOTARY’S SIGNATURE \_\_\_\_\_  
PRINTED NOTARY’S NAME \_\_\_\_\_  
NOTARY’S PRINCIPAL PLACE OF BUSINESS \_\_\_\_\_  
NOTARY’S COMMISSION NUMBER \_\_\_\_\_  
EXPIRATION OF NOTARY’S COMMISSION \_\_\_\_\_

TOWN ENGINEER’S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

JAMES WATSON – INTERIM TOWN ENGINEER  
R.C.E. NO. 83225  
LICENSE EXPIRES: 3/31/2023  
DATE

CITY SURVEYOR’S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DEAN A. JURADO, ACTING TOWN SURVEYOR  
L.S. NO. 9032  
REGISTRATION EXPIRES 9/30/2023  
DATE

SURVEYOR’S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LAUREN L. KUEHN, TRUSTEE OF THE AGUIAR FAMILY REVOCABLE TRUST DATED NOVEMBER 6, 2001 AND TS CIVIL ENGINEERING IN APRIL 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

TROY J. ERICKSON, P.L.S. 7735  
REGISTRATION EXPIRES: 12/31/2023



DATE

RECORDER’S STATEMENT:

FILE NO. \_\_\_\_\_ FEE \$ \_\_\_\_\_ PAID,  
ACCEPTED FOR RECORD AND FILED IN BOOK \_\_\_\_\_ OF MAPS AT PAGE(S) \_\_\_\_\_,  
SANTA CLARA COUNTY RECORDS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M,  
AT THE REQUEST OF TS CIVIL ENGINEERING, INC.

REGINA ALCOMENDRAS, COUNTY RECORDER  
SANTA CLARA COUNTY, CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY

STATEMENT OF THE COUNCIL OF THE TOWN OF LOS GATOS

IT IS ORDERED THAT THE PARCEL MAP IS HEREBY APPROVED THAT ALL STREETS, ROADS, EASEMENTS AND OTHER PARCELS OF LAND SHOWN UPON THIS MAP AND THEREIN OFFERED FOR DEDICATION ARE HEREBY ACCEPTED FOR THE PURPOSES FOR WHICH THEY ARE OFFERED

I HEREBY STATE THAT THE FOREGOING ORDER WAS ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOS GATOS, CALIFORNIA, AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

BY RESOLUTION NO. \_\_\_\_\_

TOWN CLERK DATE

PARCEL MAP

BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED TO LAUREN L. KUEHN, TRUSTEE OF THE AGUIAR FAMILY REVOCABLE TRUST DATED NOVEMBER 6, 2001, RECORDED ON AUGUST 2, 2019 AS DOCUMENT NUMBER 24245090, IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY, BEING ALL OF LOTS 27 AND 28, AND THE NORTHERLY 20' OF LOT 26, ALL AS SHOWN ON THAT CERTAIN MAP ENTITLED "AMENDED MAP OF THE MITCHELL ADDITION, LOS GATOS", FILED FOR RECORD ON MARCH 21, 1894 IN BOOK "H" OF MAPS AT PAGE 39, IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY.

TOWN OF LOS GATOS SANTA CLARA COUNTY CALIFORNIA

JANUARY 2023



TS CIVIL ENGINEERING, INC.  
1776 TECHNOLOGY DRIVE  
SAN JOSE, CA 95110

CIVIL ENGINEERING

PH: 408.452.9300 TOLL FREE: 888.327.7070 FAX: 408.837.7550

NINO AVENUE

FD 3/4" IRON PIPE  
WITH TAG "RCE 12942"  
IN MONUMENT WELL

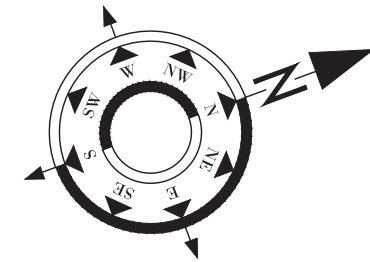
FACE OF CURB  
HELD C/L PARALLEL  
WITH IMPROVEMENTS  
N20°12'27"E 597.15'  
(N20°13'10"E)(3)  
FACE OF CURB

FISHER AVENUE  
(50' R/W)

FACE OF CURB

LEGEND

APN ASSESSORS PARCEL NUMBER  
C/L-C/L CENTERLINE TO CENTERLINE  
DOC. NO. DOCUMENT NUMBER  
FD FOUND  
I.E.E. INGRESS/EGRESS EASEMENT  
O.R. OFFICIAL RECORDS  
P.S.E. PUBLIC SERVICE EASEMENT  
R/W RIGHT-OF-WAY  
SNF SEARCHED, NOTHING FOUND  
(T) TOTAL  
( ) INDICATES RECORD REFERENCE  
● FOUND STREET MONUMENT AS NOTED  
○ SET 3/4" IRON PIPE W/ PLASTIC  
PLUG & TACK, "LS 7735"  
✕ SET 3/4" BRASS TAG & TACK "LS 7735"  
— SUBJECT BOUNDARY LINE  
— ADJOINING LOT LINE / RIGHT-OF-WAY LINE  
— LOT LINE PER "H" MAPS 39  
— CENTERLINE  
— EASEMENT LINE  
— WOOD FENCE



GRAPHIC SCALE

( IN FEET )  
1 inch = 40 ft.

RECORD REFERENCES

- DOC. NO. 24245090
- "AMENDED MAP OF THE MITCHELL ADDITION, LOS GATOS", "H" MAPS 39
- RECORD OF SURVEY 377 MAPS 28
- PARCEL MAP, 440 MAPS 55
- PARCEL MAP, 536 MAPS 3
- PARCEL MAP, 578 MAPS 46
- "TRACT NO. 10110", 851 MAPS 41-43

BASIS OF BEARINGS

THE BEARING NORTH 20°33'10" EAST OF THE CENTERLINE OF GEORGE STREET, BETWEEN THE FOUND MONUMENTS MITCHELL AVENUE AND ROBERTS ROAD, ALL AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD ON SEPTEMBER 1, 1976 IN BOOK 377 OF MAPS AT PAGE 28, IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY, WAS TAKEN AS THE BASIS OF ALL BEARINGS SHOWN ON THIS MAP.

NOTES:

- ALL DISTANCES AND DIMENSIONS HEREON ARE IN FEET AND DECIMALS THEREOF.

LINE	BEARING	DISTANCE
L1	N20°33'10"E	25.06'
L2	N65°23'15"W	25.06'
L3	N65°23'15"W(4)	28.07'(4)
L4	N20°33'10"E	20.00'
L5	N20°33'10"E	7.24'
L6	N64°15'20"E	26.90'
L7	S65°23'15"E	6.49'
L8	S64°15'20"W	36.27'

FD 3/4" IRON PIPE  
WITH TAG "LS 2802"  
IN MONUMENT WELL  
PER (3)

N65°23'15"W 342.43'  
(3)(4)(7)

GEORGE STREET  
(56' R/W)

LOS GATOS BOULEVARD

FD 3/4" IRON PIPE  
WITH TAG, ILLEGIBLE  
IN MONUMENT WELL

FD 3/4" IRON PIPE  
WITH TAG "LS 2802"  
IN MONUMENT WELL  
PER (3)

NOTE:  
ONLY THE ORIGINAL BLOCK LINE PER "H" MAPS 39  
IS SHOWN ALONG ROBERTS ROAD. THERE MAY BE  
ADDITIONAL RIGHT-OF-WAY DEDICATIONS ALONG  
THIS LINE, WHICH ARE NOT SHOWN.

PARCEL MAP

BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED TO LAUREN L. KUEHN, TRUSTEE OF THE AGUIAR FAMILY REVOCABLE TRUST DATED NOVEMBER 6, 2001, RECORDED ON AUGUST 2, 2019 AS DOCUMENT NUMBER 24245090, IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY, BEING ALL OF LOTS 27 AND 28, AND THE NORTHERLY 20' OF LOT 26, ALL AS SHOWN ON THAT CERTAIN MAP ENTITLED "AMENDED MAP OF THE MITCHELL ADDITION, LOS GATOS", FILED FOR RECORD ON MARCH 21, 1894 IN BOOK "H" OF MAPS AT PAGE 39, IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY.

TOWN OF LOS GATOS SANTA CLARA COUNTY CALIFORNIA

JANUARY 2023



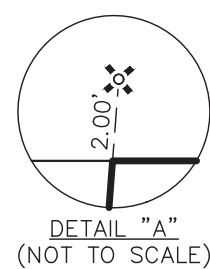
TS CIVIL ENGINEERING, INC.  
1776 TECHNOLOGY DRIVE  
SAN JOSE, CA 95110

CIVIL ENGINEERING

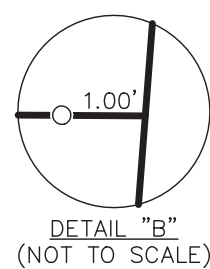
PH: 408.452.9300

TOLL FREE: 888.327.7070

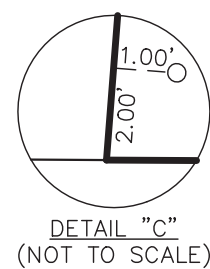
FAX: 408.837.7550



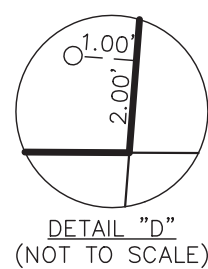
DETAIL "A"  
(NOT TO SCALE)



DETAIL "B"  
(NOT TO SCALE)



DETAIL "C"  
(NOT TO SCALE)



DETAIL "D"  
(NOT TO SCALE)



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/02/2023

ITEM NO: 9

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DATE: April 25, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Authorize the Town Manager to Execute a Second Amendment to the Agreement with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program with a \$65,874 Augmentation for Fiscal Year 2023/24

**RECOMMENDATION:**

Authorize the Town Manager to execute a Second Amendment to the Agreement (Attachment 1) with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program with a \$65,874 augmentation for Fiscal Year 2023/24.

**BACKGROUND:**

In June 2021, the Town of Los Gatos and the County of Santa Clara entered into a three-year Agreement and in June 2022 executed the First Amendment to that agreement (Attachment 2) to provide household hazardous waste (HHW) service to Los Gatos residents. The Agreement is amended annually during the term of the contract to adjust costs and authorize augmentation levels each fiscal year. The HHW Agreement will be valid until June 30, 2024.

The Countywide HHW Collection program enables residents to conveniently dispose of small quantities of hazardous waste at any of the collection facilities in the County. Hazardous waste that is not allowed to be placed in household garbage containers. Hazardous waste includes, items such as cleaning products, mercury thermostats, pesticides, flammable liquids, corrosives, solvents, car batteries, used motor oil, antifreeze, paint, fluorescent lights, electronic waste, and the like.

**PREPARED BY:** Dan Keller  
Facilities and Environmental Services Manager

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

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PAGE 2 OF 3

SUBJECT: Authorize the Town Manager to Execute a Second Amendment to the Agreement with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program with a \$65,874 Augmentation for Fiscal Year 2023/24

DATE: April 25, 2023

BACKGROUND (continued):

AB 939 provides authority for agencies to collect funds for planning and implementation of integrated waste management programs, which include programs for diversion of waste from landfills. The Town of Los Gatos has an existing agreement with the County for AB 939 implementation (Attachment 3) which offsets the costs for the services in the HHW agreement.

DISCUSSION:

While the Town and County entered into a three-year agreement to provide HHW collection services, the agreement must be amended annually with a new operating schedule and a new augmentation amount for service levels above what is funded through AB 939 Implementation Fees. The Town is required under the agreement to pay the difference between the estimated cost to provide service to an average of 4% of the Town's residents annually at hazardous waste disposal sites under the program less the amount generated within the Town in AB 939 fees. The AB 939 fees will continue to support a 4% level of participation by Los Gatos residents in the County HHW Program. Funding augmentation for the HHW Program for FY 2023/24 is needed in the amount of \$65,874 based on anticipated participation from Town residents.

CONCLUSION:

Authorize the Town Manager to execute a Second Amendment to the Agreement with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program with a \$65,874 augmentation for Fiscal Year 2023/24.

FISCAL IMPACT:

The amount of \$65,874 for funding augmentation of the HHW Program is included as an expense in the Proposed FY 2023/24 Operating Budget within the Environmental Services Program. The amount is calculated based on anticipated resident participation from Los Gatos; actual funding augmentation for FY 2023/24 will be based on actual resident participation.

ENVIRONMENTAL ASSESSMENT:

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

PAGE 3 OF 3

SUBJECT: Authorize the Town Manager to Execute a Second Amendment to the Agreement with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program with a \$65,874 Augmentation for Fiscal Year 2023/24

DATE: April 25, 2023

Attachments:

1. Second Amendment to the Agreement for Countywide Household Hazardous Waste Collection Program
2. First Amendment and Original Agreement for Countywide Household Hazardous Waste Collection Program
3. Agreement for Countywide AB939 Implementation Fee

## **SECOND AMENDMENT TO THE AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

The Agreement for Countywide Household Hazardous Waste Collection Program (AGREEMENT) by and between the Town of Los Gatos (CITY) and the County of Santa Clara (COUNTY) previously entered into on June 17, 2021, and subsequently amended, is hereby further amended as set forth below.

The COUNTY and the CITY agree that:

1. Section 16. ADDITIONAL SERVICES UNDER THIS AGREEMENT is amended in full to read:

### **16. ADDITIONAL SERVICES UNDER THIS AGREEMENT**

CITY must augment funding provided under this Agreement to cover the cost of a minimum participation level of 4% of CITY households; CITY may also elect to augment funding to provide additional services to increase CITY participation beyond the 4% minimum participation level. Additional services shall be made available upon written agreement between the CITY's authorized representative and the County Executive Officer or designee. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

CITY agrees to augment up to an additional \$66,018 to the Countywide HHW Program during Fiscal Year 2022 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

CITY agrees to augment up to an additional \$64,552 to the Countywide HHW Program during Fiscal Year 2023 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C-1, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

CITY agrees to augment up to an additional \$65,874 to the Countywide HHW Program during Fiscal Year 2024 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C-2, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available

Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

2. Attachment C-2 "HHW Schedule For Collection Events for Fiscal Year 2023/2024" attached hereto and incorporated herein by this reference is hereby added to the AGREEMENT.

Except as provided herein, all terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY, through their duly authorized representatives, have entered into this First Amendment to the AGREEMENT on the last date shown below:

COUNTY OF SANTA CLARA

TOWN OF LOS GATOS

Signature:

Signature:

\_\_\_\_\_  
Jeffery V. Smith  
County Executive

\_\_\_\_\_  
Laurel Prevetti, Town Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Willie Nguyen  
Deputy County Counsel

\_\_\_\_\_  
Gabrielle Whelan  
Town Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT C-2: HHW SCHEDULE OF PERMANENT & TEMPORARY  
COLLECTION EVENTS FOR FISCAL YEAR 2023-2024**

**HHW SCHEDULE FOR FISCAL YEAR 2023/2024\***

2023/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
July	Saturday	1	No Event	No Event	4th OF JULY WEEK
	Thurs,Fri,Sat	6,7,8	San Jose	Permanent	
	Thurs,Fri,Sat	6,7,8	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	12,13,14,15	San Jose	Permanent	
	Saturday	15	Sunnyvale	Temporary	
	Thurs,Fri,Sat	20,21,22	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	26,27,28,29	San Jose	Permanent	
August	Thurs,Fri	3,4	San Jose	Permanent	
	Thurs,Fri,Sat	3,4,5	San Martin	Permanent	
	Saturday	5	Cupertino	Temporary	
	Wed,Thurs,Fri,Sat	9,10,11,12	San Jose	Permanent	
	Thurs,Fri,Sat	17,18,19	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	23,24,25,26	San Jose	Permanent	
	Saturday	26	Mountain View	Temporary	
	Thurs	31	San Jose	Permanent	
September	Fri	1	San Jose	Permanent	
	Saturday	2	No Event	No Event	LABOR DAY WEEKEND
	Wed,Thurs,Fri,Sat	6,7,8,9	San Jose	Permanent	
	Thurs,Fri,Sat	7,8,9	San Martin	Permanent	
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	20,21,22,23	San Jose	Permanent	
	Saturday	23	Santa Clara	Temporary	
	Thurs,Fri,Sat	28,29,30	San Jose	Permanent	
October	Wed,Thurs,Fri,Sat	4,5,6,7	San Jose	Permanent	
	Thurs,Fri,Sat	5,6,7	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	11,12,13,14	San Jose	Permanent	
	Saturday	14	Sunnyvale	Temporary	
	Wed,Thurs,Fri,Sat	18,19,20,21	San Jose	Permanent	
	Thurs,Fri,Sat	26,27,28	San Jose	Permanent	
November	Wed,Thurs,Fri,Sat	1,2,3,4	San Jose	Permanent	
	Thurs,Fri, Sat	2,3,4	San Martin	Permanent	
	Thurs	9	San Jose	Permanent	
	Fri	10	No Event	No Event	VETERANS DAY
	Saturday	11	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	15,16,17,18	San Jose	Permanent	
	Tues	21	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	22,23,24,25	No Event	No Event	THANKSGIVING
	Thurs	30	San Martin	Permanent	
	Thurs	30	San Jose	Permanent	
December	Fri,Sat	1,2	San Jose	Permanent	
	Fri, Sat	1,2	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	6,7,8,9	San Jose	Permanent	
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Wed,Thurs,Fri	20,21,22	San Jose	Permanent	
	Sat	23	No Event	No Event	CHRISTMAS
	Thurs,Fri	28,29	San Jose	Permanent	
	Fri	30	No Event	No Event	NEW YEAR'S

\*SUBJECT TO CHANGE

**ATTACHMENT C-2: HHW SCHEDULE OF PERMANENT & TEMPORARY  
COLLECTION EVENTS FOR FISCAL YEAR 2023-2024 (Continued)**

**HHW SCHEDULE FOR FISCAL YEAR 2023/2024 continued\***

2024/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
January	Wed,Thurs,Fri,Sat	3,4,5,6	San Jose	Permanent	
	Thurs,Fri, Sat	4,5,6	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	10,11,12,13	San Jose	Permanent	
	Saturday	13	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	17,18,19,20	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	24,25,26,27	San Jose	Permanent	
	Saturday	27	Santa Clara	Temporary	TBD
February	Wed	31	San Jose	Permanent	
	Thurs,Fri,Sat	1,2,3	San Jose	Permanent	
	Thurs,Fri, Sat	1,2,3	San Martin	Permanent	
	Thurs,Fri,Sat	8,9,10	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	14,15,16,17	San Jose	Permanent	
	Thurs,Fri,Sat	22,23,24	San Jose	Permanent	
	Wed,Thurs	28,29	San Jose	Permanent	
March	Thurs	29	San Martin	Permanent	
	Fri,Sat	1,2	San Jose	Permanent	
	Fri, Sat	1,2	San Martin	Permanent	
	Thurs,Fri,Sat	7,8,9	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	13,14,15,16	San Jose	Permanent	
	Thurs,Fri,Sat	21,22,23	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	27,28,29	San Jose	Permanent	
April	Saturday	30	No Event	No Event	CESAR CHAVEZ DAY
	Thurs,Fri,Sat	4,5,6	San Jose	Permanent	
	Thurs,Fri, Sat	4,5,6	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	10,11,12,13	San Jose	Permanent	
	Saturday	13	Los Altos	Temporary	
	Wed,Thurs,Fri,Sat	17,18,19,20	San Jose	Permanent	
	Saturday	20	Sunnyvale	Temporary	TBD
May	Wed,Thurs,Fri,Sat	24,25,26,27	San Jose	Permanent	
	Saturday	27	Santa Clara	Temporary	TBD
	Thurs,Fri,Sat	2,3,4	San Jose	Permanent	
	Thurs,Fri, Sat	2,3,4	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	8,9,10,11	San Jose	Permanent	
	Thurs,Fri,Sat	16,17,18	San Jose	Permanent	
	Wed,Thurs,Fri	22,23,24	San Jose	Permanent	
June	Saturday	25	No Event	No Event	MEMORIAL DAY WEEKEND
	Thurs,Fri	30,31	San Jose	Permanent	
	Sat	1	San Jose	Permanent	
	Thurs,Fri,Sat	6,7,8	San Jose	Permanent	
	Thurs,Fri, Sat	6,7,8	San Martin	Permanent	
	Thurs,Fri,Sat	13,14,15	San Jose	Permanent	
	Saturday	15	Milpitas	Temporary	
	Wed,Thurs, Fri,Sat	19,20,21,22	San Jose	Permanent	
	Thurs,Fri,Sat	27,28,29	San Jose	Permanent	

\*SUBJECT TO CHANGE

## **FIRST AMENDMENT TO THE AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

The Agreement for Countywide Household Hazardous Waste Collection Program (AGREEMENT) by and between the Town of Los Gatos (CITY) and the County of Santa Clara (COUNTY) previously entered into on June 17, 2021, is hereby amended as set forth below.

The COUNTY and the CITY agree that:

1. Section 16. ADDITIONAL SERVICES UNDER THIS AGREEMENT is amended in full to read:

### **16. ADDITIONAL SERVICES UNDER THIS AGREEMENT**

CITY must augment funding provided under this Agreement to cover the cost of a minimum participation level of 4% of CITY households; CITY may also elect to augment funding to provide additional services to increase CITY participation beyond the 4% minimum participation level. Additional services shall be made available upon written agreement between the CITY's authorized representative and the County Executive Officer or designee. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

CITY agrees to augment up to an additional \$66,018 to the Countywide HHW Program during Fiscal Year 2022 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

CITY agrees to augment up to an additional \$64,552 to the Countywide HHW Program during Fiscal Year 2023 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C-1, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

2. Attachment C-1 "HHW Schedule For Collection Events for Fiscal Year 2022/2023" attached hereto and incorporated herein by this reference is hereby added to the AGREEMENT.

Except as provided herein, all terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY, through their duly authorized representatives, have entered into this First Amendment to the AGREEMENT on the last date shown below:

COUNTY OF SANTA CLARA

Signature:

\_\_\_\_\_  
Jeffery V. Smith  
County Executive

Date: \_\_\_\_\_

TOWN OF LOS GATOS

Signature:

DocuSigned by:  
  
\_\_\_\_\_  
833FE22EB39470  
Laurel Prevetti, Town Manager

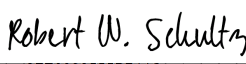
Date: 5/16/2022

**APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
Willie Nguyen  
Deputy County Counsel

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

DocuSigned by:  
  
\_\_\_\_\_  
4FE09385665784C  
Robert Schultz  
Interim Town Attorney

Date: 5/14/2022

# ATTACHMENT C-1: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION EVENTS FOR FISCAL YEAR 2022-2023\*

HHW SCHEDULE FOR FISCAL YEAR 2022/2023*					
2022/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
July	Fri	1	San Jose	Permanent	
	Saturday	2	No Event	No Event	4th OF JULY WEEK
	Wed,Thurs,Fri,Sat	6,7,8,9	San Jose	Permanent	
	Fri,Sat	8,9	San Martin	Permanent	
	Thurs,Fri	14,15	San Jose	Permanent	
	Saturday	16	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	20,21,22,23	San Jose	Permanent	
	Thurs,Fri,Sat	28,29,30	San Jose	Permanent	
August	Wed,Thurs,Fri,Sat	3,4,5,6	San Jose	Permanent	
	Fri,Sat	5,6	San Martin	Permanent	
	Thurs,Fri	11,12	San Jose	Permanent	
	Saturday	13	Mountain View	Temporary	TBD
	Wed,Thurs,Fri,Sat	17,18,19,20	San Jose	Permanent	
	Thurs,Fri,Sat	25,26,27	San Jose	Permanent	
	Wed	31	San Jose	Permanent	
September	Thurs,Fri	1,2	San Jose	Permanent	
	Saturday	3	No Event	No Event	LABOR DAY WEEKEND
	Thurs,Fri,Sat	8,9,10	San Jose	Permanent	
	Fri,Sat	9,10	San Martin	Permanent	
	Wed,Thurs,Fri	14,15,16	San Jose	Permanent	
	Saturday	17	Santa Clara	Temporary	TBD
	Thurs,Fri,Sat	22,23,24	San Jose	Permanent	
	Thurs,Fri	29,30	San Jose	Permanent	
October	Sat	1	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	5,6,7,8	San Jose	Permanent	
	Fri,Sat	7,8	San Martin	Permanent	
	Thurs,Fri	13,14	San Jose	Permanent	
	Saturday	15	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	19,20,21,22	San Jose	Permanent	
	Thurs,Fri,Sat	27,28,29	San Jose	Permanent	
November	Wed,Thurs,Fri,Sat	2,3,4,5	San Jose	Permanent	
	Fri, Sat	4,5	San Martin	Permanent	
	Wed, Thurs	9,10	San Jose	Permanent	
	Fri	11	No Event	No Event	VETERANS DAY
	Saturday	12	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	16,17,18,19	San Jose	Permanent	
	Wednesday	23	San Jose	Permanent	
	Thurs,Fri,Sat	24,25,26	No Event	No Event	THANKSGIVING
	Wed	30	San Jose	Permanent	
December	Thurs,Fri,Sat	1,2,3,	San Jose	Permanent	
	Fri, Sat	2,3	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	7,8,9,10	San Jose	Permanent	
	Thurs,Fri,Sat	15,16,17	San Jose	Permanent	
	Wed,Thurs	21,22	San Jose	Permanent	
	Fri,Sat	23,24	No Event	No Event	CHRISTMAS
	Wed,Thurs	28,29	San Jose	Permanent	
	Fri,Sat	30,31	No Event	No Event	NEW YEAR'S DAY
*SUBJECT TO CHANGE					

# ATTACHMENT C-1: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION EVENTS FOR FISCAL YEAR 2022-2023\* (Continued)

HHW SCHEDULE FOR FISCAL YEAR 2022/2023-continued*					
2023/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
January	Thurs,Fri,Sat	5,6,7	San Jose	Permanent	
	Fri, Sat	6,7	San Martin	Permanent	
	Wed,Thurs,Fri	11,12,13	San Jose	Permanent	
	Saturday	14	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	18,19,20,21	San Jose	Permanent	
	Thurs,Fri	26,27	San Jose	Permanent	
February	Saturday	28	Santa Clara	Temporary	TBD
	Wed,Thurs,Fri,Sat	1,2,3,4	San Jose	Permanent	
	Fri, Sat	3,4	San Martin	Permanent	
	Thurs,Fri,Sat	9,10,11	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	15,16,17,18	San Jose	Permanent	
	Thurs,Fri,Sat	23,24,25	San Jose	Permanent	
March	Wed,Thurs,Fri,Sat	1,2,3,4	San Jose	Permanent	
	Fri, Sat	3,4	San Martin	Permanent	
	Thurs,Fri,Sat	9,10,11	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	15,16,17,18	San Jose	Permanent	
	Thurs,Fri,Sat	23,24,25	San Jose	Permanent	
	Wed,Thurs,Fri	29,30,31	San Jose	Permanent	
April	Sat	1	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	5,6,7,8	San Jose	Permanent	
	Fri, Sat	7,8	San Martin	Permanent	
	Thurs,Fri	13,14	San Jose	Permanent	
	Saturday	15	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri	19,20,21	San Jose	Permanent	
May	Saturday	22	Los Altos	Temporary	TBD
	Thurs,Fri	27,28	San Jose	Permanent	
	Saturday	29	Santa Clara	Temporary	TBD
	Wed,Thurs,Fri,Sat	3,4,5,6	San Jose	Permanent	
	Fri, Sat	5,6	San Martin	Permanent	
	Thurs,Fri,Sat	11,12,13	San Jose	Permanent	
June	Wed,Thurs,Fri,Sat	17,18,19,20	San Jose	Permanent	
	Wed,Thurs,Fri	24,25,26	San Jose	Permanent	
	Saturday	27	No Event	No Event	MEMORIAL DAY WEEKEND
	Thurs,Fri,Sat	1,2,3	San Jose	Permanent	
	Fri, Sat	2,3	San Martin	Permanent	
	Thurs,Fri	8,9	San Jose	Permanent	
	Saturday	10	Milpitas	Temporary	TBD
	Wed,Thurs,Fri,Sat	14,15,16,17	San Jose	Permanent	
	Thurs,Fri,Sat	22,23,24	San Jose	Permanent	
	Wed,Thurs,Fri	28,29,30	San Jose	Permanent	
*SUBJECT TO CHANGE					

## AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

This Agreement is made by and between the Town of Los Gatos (CITY) and the County of Santa Clara (COUNTY) on the 17<sup>th</sup> day of June 2021.

### RECITALS

**WHEREAS**, the County Board of Supervisors has approved a Countywide Household Hazardous Waste Collection Program whereby residents of the County and cities and towns participating in the Countywide program will have an opportunity to safely dispose of household hazardous wastes (HHW), regardless of the specific location at which the collection has been scheduled; and

**WHEREAS**, CITY desires to provide residents with convenient opportunities to safely dispose of their HHW in order to encourage the proper disposal of toxic products, and avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health or environmental hazard; and

**WHEREAS**, CITY desires to provide a safe, convenient, and economical means for residents to dispose of HHW. These wastes include, but are not limited to, common household products such as household cleaning products, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze, car batteries, mercury thermostats, fluorescent lamps, household batteries, and electronic waste; and

**WHEREAS**, CITY desires to schedule Household Hazardous Waste Collection Events (Events) for residents for FY 2022 through FY 2024 (July 1, 2021 – June 30, 2024); and

**WHEREAS**, CITY desires to provide household hazardous waste collection services to a minimum of 4% of the households per fiscal year in its jurisdiction; and

**WHEREAS**, CITY desires to participate in the Countywide Household Hazardous Waste Collection Program to meet these objectives; and

**WHEREAS**, pursuant to Public Resources Code Section 41901, the County Board of Supervisors has approved the collection of a \$4.10 per ton Countywide AB939 Implementation fee, including a \$2.60 per ton Household Hazardous Waste Fee (AB939 HHW Fee), for FY 2022 through FY 2024 (July 1, 2021 – June 30, 2024) on all wastes landfilled or incinerated within the County, received at any non-disposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County, collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County, or removed from any location in the county by any person or business for disposal or incineration outside the County; and

**WHEREAS**, the AB939 HHW Fee is allocated to the Countywide Household Hazardous Waste Program and participating jurisdictions to fund HHW program costs in accordance with the terms of the Countywide AB939 Implementation Fee Agreement; and

**WHEREAS**, CITY desires for COUNTY to utilize CITY's share of the AB939 HHW Fee to provide HHW services for CITY residents.

**NOW THEREFORE**, CITY and COUNTY AGREE AS FOLLOWS:

## **1. PURPOSE**

The purpose of this Agreement is to state the terms and conditions under which CITY will participate in the Countywide Household Hazardous Waste Collection Program (CoHHW Program) available to its residents. Participating jurisdictions are those jurisdictions that enter into an AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM with the County.

## **2. PROGRAM FUNDING SOURCE**

HHW Program services are mandated by State law, Public Resources Code Section 41500 et seq. State law authorizes cities and counties to impose fees in amounts sufficient to support planning and implementation of integrated waste management programs, including HHW elements. The AB939 HHW Fee, of \$2.60 per ton, imposed by the County as part of the AB939 Implementation Fee and collected and distributed in accordance with the AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE will be the primary source of funding for CoHHW Program services. CITY agrees that COUNTY may utilize CITY's share of the AB939 HHW fee to provide HHW Program services in accordance with the terms and conditions of this Agreement.

Funds derived from the AB939 HHW Fee will be allocated among five types of CoHHW Program service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- B. San José Facility Use Surcharge will be apportioned based on CITY residents' participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San José, CA 95133.
- C. Variable Cost Per Car is the cost associated with labor, waste disposal, transportation, and other services provided to residents at the County HHW Collection Facilities and at temporary HHW collection events. The Variable Cost Per Car is based on the estimated cost of providing a base level service to 4% of



households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."

- D. Available Discretionary Funding is allocated based on tonnage generated per participating jurisdiction, and after allocation of Fixed Program Costs, San Jose Facility Use Surcharge, and Variable Cost Per Car allocation.
- E. Abandoned Waste Disposal Costs will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations as defined in Public Resources Code Section 41904.

The projected AB939 HHW Fee Allocation by jurisdiction is set out in Attachment A, attached hereto and incorporated herein.

### **3. FIXED PROGRAM COST**

Estimated HHW Fixed Program Costs are projected in Attachment B, attached hereto and incorporated herein. Fixed Program Costs are allocated to CITY at the conclusion of each fiscal year based on CITY's proportional share of the County population and will not exceed \$3.75 per household for Fiscal Years 2022, 2023, and 2024. Fixed Program Costs may include, but are not limited to, up to eleven (11) County HHW Program staff members, facility lease costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance and union negotiated salary and benefit changes.

### **4. ABANDONED WASTE DISPOSAL COST**

The Abandoned Waste Disposal Cost will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations. The Abandoned Waste Disposal Cost is based on the cost to the County to dispose of abandoned waste allocated among participating jurisdictions based on their proportional share of the County population and shall not exceed \$0.05 per household. Projected Abandoned Waste Disposal Costs to the CITY based on a charge of \$.05 per household are set forth in Attachment A, attached hereto and incorporated herein.

For the purposes of this Agreement, "Nonprofit Charitable Reuser Organization" is defined in accordance with Public Resources Code Section 41904 as follows: a charitable organization, as defined in Section 501(c)(3) of the federal Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than 50 percent of its revenues from the handling and sale of those donated goods or materials.

### **5. SAN JOSÉ FACILITY USE SURCHARGE**

The total San José Facility Use Surcharge for CITY will be based on CITY residents' proportional participation at the County Household Hazardous Waste Collection Facility located

at 1608 Las Plumas Avenue, San José. Estimated San José Facility Use Surcharges are projected in Attachment A, attached hereto and incorporated herein. The San José Facility Use Surcharge will vary depending on facility usage but will not exceed \$8.29 per car for Fiscal Years 2022, 2023, and 2024.

## **6. VARIABLE COST PER CAR**

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County Household Hazardous Waste Collection Facilities (CoHHWCF) and at Temporary Events. The Variable Cost Per Car is estimated to be approximately \$58.20 per participating resident car for Fiscal Years 2022, 2023 and 2024. The estimated cost per car will be adjusted to reflect actual service costs. After Fixed Program Costs and San José Facility Use Surcharge are allocated on a per household basis, the Variable Cost Per Car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached in the CITY, the CoHHW Program may use the remaining balance of funds, in cooperation with the CITY, to increase public outreach and/or provide additional services in that jurisdiction the following year.

## **7. AVAILABLE DISCRETIONARY FUNDING**

The Available Discretionary Funding portion of the AB939 HHW Fee will be allocated based on the tons of waste generated within each jurisdiction, and after allocation of Fixed Program Costs, San José Facility Use Surcharge, and Variable Cost Per Car allocation. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in that jurisdiction by the CoHHW Program, subsidizing curbside used motor oil collection, electronic waste (e-waste) collection, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events. COUNTY has discretion to determine appropriate uses of Available Discretionary Funding in accordance with the terms and conditions in this Agreement, and to apply the funding toward those uses.

## **8. ADMINISTRATION AND PAYMENT OF THE AB939 HHW FEE**

The County of Santa Clara Recycling and Waste Reduction Division will administer the AB939 HHW Fee, as part of the existing online disposal reporting and payment system. Administration and payment will be made in accordance with the AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE and this Agreement. Notwithstanding the foregoing, the COUNTY shall maintain records of the amount, use, and distribution of Fixed Program Cost expenditures for at least five (5) years after the termination date of this Agreement, unless otherwise required by law to retain such records for a longer period. CITY may request in writing a review by COUNTY of the Fixed Program Cost records. The review shall be performed within 30 days of request and results shall be reported to participating cities in writing.

## 9. PROGRAM PUBLICITY

The CoHHW Program shall produce and make available to the public an HHW brochure for distribution. The brochure will be made available at various events, including but not limited to, environmental events and community fairs. The brochure may also be distributed, upon request, to cities within the County and to County residents and businesses. The CITY shall be responsible for developing and coordinating citywide awareness of the HHW Program. The CoHHW Program shall be responsible for Countywide public education for used oil recycling. CoHHW Program public awareness responsibilities shall include, but not be limited to, the following activities:

- Serving as the formal contact to the local media such as local newspapers and television news stations;
- Providing participating jurisdictions with educational materials developed for the CoHHW Program;
- Promoting oil and oil filter recycling by developing, purchasing, and distributing educational materials, media relations materials, basic art work and camera ready advertising materials for distribution countywide and for use by jurisdictions;
- Representing the program through educational presentations at schools and businesses and attendance at community events such as local fairs and festivals; and
- Providing participating jurisdictions opportunities to review and comment on the development of countywide outreach materials.

CITY's public awareness responsibilities, at the sole discretion of the CITY, shall include, but not be limited to, the following activities:

- Providing a copy of HHW promotional materials to the CoHHW Program for review for accuracy and completeness, prior to publication;
- Developing and distributing HHW promotion communications to residents for local and CITY newsletters, newspapers and to the electronic media;
- Providing the CoHHW Program with a copy of HHW promotion materials produced by the CITY; and,
- Conducting and supporting outreach and publicity to attain the goal of 4% of households in the CITY participating in the CoHHW Program.

## 10. TEMPORARY HHW EVENTS

COUNTY shall conduct Temporary HHW Events at various sites located in Santa Clara County. COUNTY shall obtain all necessary permits and licenses required for the Temporary HHW Events and shall provide or contract for the services of properly trained, qualified personnel and hazardous waste haulers, and shall provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at the Temporary HHW Events.

//

## 11. HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES

COUNTY shall conduct collection operations at two County Household Hazardous Waste Collection Facilities (CoHHWCF).

The CoHHWCF are located at:

- ♦ *San Martin, 13055 Murphy Avenue, San Martin, CA 95046*
- ♦ *San José, 1608 Las Plumas, San José, CA 95133*

The COUNTY shall obtain all necessary permits and licenses required for the CoHHWCF and shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected.

## 12. SMALL BUSINESS RECYCLING AND DISPOSAL PROGRAM

COUNTY will provide services to accept hazardous waste from Conditionally Exempt Small Quantity Generators (CESQG) in accordance with California Health and Safety Code Section 25218.3, as amended from time to time. Eligible businesses within the County will be allowed to bring their hazardous waste to CoHHWCF. These services to businesses located within the CITY will be provided on a cost recovery basis, which will include program administration, on-site collection, transportation, and disposal costs. COUNTY will assume responsibility for fee collection from participating businesses. The CITY may choose to pay for services for CESQG's within the City of San José and will notify the COUNTY in writing with 30-day advance notice in order to exercise this option. If the CITY exercises this option, the COUNTY will invoice the CITY for all costs associated with CSQG's within the CITY. If CITY has available Discretionary Funding, COUNTY may use this funding to pay for CESQG costs. For purposes of this Agreement, CESQG has the meaning provided by Health and Safety Code Section 25218.1.

## 13. ABANDONED HOUSEHOLD HAZARDOUS WASTE

The CoHHW Program will allow for the disposal of abandoned HHW by government agencies and qualified nonprofit charitable reusers. Abandoned HHW means HHW left at a property by an unknown party. Abandoned household hazardous waste does not include waste generated by a known organization or agency in the course of normal business operations such as, but not limited to, the assembly or manufacture of products from new or used materials or the provision of charitable services such as classroom education, meal preparation, and shelter, or the provision of services for a fee.

### A) GOVERNMENT AGENCIES

Government agencies shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for CESQGs.

//

**B) NONPROFIT CHARITABLE REUSER**

In order to qualify as a Nonprofit Charitable Reuser, the business must submit to the County Executive a request to be so designated. The County Executive shall review the request and supporting documentation and shall make a final decision on the designation. COUNTY will accept abandoned HHW from Nonprofit Charitable Reusers and will waive disposal fees on the cost of disposal of the abandoned HHW in an annual amount not to exceed funds available from the existing unexpended abandoned waste fund. Funding for disposal available to Nonprofit Charitable Reuser shall be on a first come first serve basis. Once the cost for disposal of the abandoned HHW from Nonprofit Charitable Reusers is equal to the available funds, disposal fees shall no longer be waived, and Nonprofit Charitable Reusers shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for CESQGs. No additional costs shall be applied to the budget of the CITY or any other participating jurisdiction.

**14. HOUSEHOLD HAZARDOUS WASTES ACCEPTED**

HHW accepted by the CoHHW Program shall be limited to those materials that qualify as Hazardous Waste under Health and Safety Code Section 25218.1, as amended from time to time. These materials include, but are not limited to, automotive fluids, automotive and other types of batteries, latex and oil paint, oil filters, garden chemicals, household cleaners, pool chemicals, mercury thermostats, fluorescent lamps containing mercury, household batteries, e-waste and other common hazardous consumer products.

**15. WASTES NOT ACCEPTED**

Certain hazardous wastes shall not be accepted for collection and disposal. These include, but are not limited to, compressed gas cylinders larger than 5 gallons, radioactive materials, and explosives. Other wastes not accepted by the CoHHW Program are wastes generated as part of operating a business, including a home operated business, except that waste from CESQGs as provided for in Section 12 of this Agreement shall be accepted.

**16. ADDITIONAL SERVICES UNDER THIS AGREEMENT**

CITY must augment funding provided under this Agreement to cover the cost of a minimum participation level of 4% of CITY households; CITY may also elect to augment funding to provide additional services to increase CITY participation beyond the 4% minimum participation level. Additional services shall be made available upon written agreement between the CITY's authorized representative and the County Executive Officer or designee. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

CITY agrees to augment up to an additional \$ 66,018 to the Countywide HHW Program during Fiscal Year 2022 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

## **17. INFORMATION AND APPOINTMENT LINE**

COUNTY will operate a telephone information and appointment desk Monday through Friday, from the hours of 9:00 a.m. to 5:00 p.m. The information service will register residents for the Temporary HHW Events and the collections at CoHHWCF. The information service will provide information about hazardous household materials. CITY will be notified immediately if resident participation approaches a level of service that may not be supported by available funding.

## **18. SCHEDULING AND SITE SELECTION**

COUNTY shall work with CITY to determine the date(s) of Temporary Events and collections at the CoHHWCF. CITY shall coordinate with COUNTY in locating and securing sites for Temporary HHW Events. It is recognized that some of the jurisdictions participating in the CoHHW Program may not have appropriate sites available. A proposed HHW schedule for Fiscal Year 2022 of Temporary Events and collections at CoHHWCF is included as Attachment C. COUNTY will schedule an adequate number of collection days to serve the 4% level of service. The COUNTY determines the adequate number of collection days by tracking attendance at each event.

## **19. OUTSIDE FUNDING**

During the term of this Agreement, COUNTY may seek outside funding sources for services that would supplement existing HHW services such as permanent collection sites, equipment, retail take-back collection and operational funding. If outside funding is obtained, the CoHHW Program will, at COUNTY's discretion, proceed with development of additional programs using that outside funding without drawing on CITY's funding provided under this Agreement.

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## **20. REGIONAL GRANT AND OIL PAYMENT PROGRAM PARTICIPATION**

The CITY authorizes the CoHHW Program to apply for lead agency grants, including but not limited to Used Oil Payment Program grants, from the California Department of Resources Recycling and Recovery (CalRecycle), on behalf of participating jurisdictions. The CoHHW Program will act on behalf of all participating jurisdictions, as the lead applicant and administrator. The CoHHW Program will oversee how the moneys are used and work in cooperation with CITY as to how the funds will be spent. Nothing in this section shall preclude the COUNTY or a participating jurisdiction from applying for grant funds in any case where the CoHHW Program does not apply for the grant opportunity.

## **21. EMERGENCY SERVICES**

Participating jurisdictions, at their option, may desire to provide residents with convenient emergency opportunities to safely dispose of their HHW in the event of a disaster. The purpose of this emergency planning for HHW is to minimize potential public health and safety impacts, as well as to minimize costs and confusion. Attachment D sets out CITY and COUNTY responsibilities for the collection of household hazardous wastes in response to an emergency. CITY shall make good faith efforts to provide the public with information related to the problems associated with HHW. Upon the decision to hold an emergency collection event, it is CITY's responsibility to make a good faith effort to prepare and disseminate the necessary outreach to notify the public of an emergency collection event. An emergency collection event shall be initiated by a written request from CITY to COUNTY. Emergency collection events can be scheduled in as little as ten (10) working days of CITY's written request or at an agreed upon date thereafter. The emergency collection plan is set out in Attachment D, Household Hazardous Waste Emergency Collection Plan.

COUNTY agrees to conduct the Emergency Collection Event at a mutually agreeable site and time. The COUNTY will obtain the necessary permit from the State Department of Toxic Substances Control and will handle wastes in accordance with State law. COUNTY will bill CITY for all Emergency Collection Events on a cost recovery basis and all payments shall be due COUNTY within thirty days following the receipt of the invoice.

## **22. PRIVATE SPONSORED EVENTS**

COUNTY may also secure funding from corporations or agencies to conduct HHW Collection Events for corporate employees and residents of participating jurisdictions and to pay for special programs such as Universal Waste collection at retail locations. The transportation, treatment and disposal liability for nonresident employee participation in these events shall be shared by all participating jurisdictions, including the CITY, and the COUNTY, as described in Section 26 of this Agreement. Summary information concerning these corporate sponsored events, if any, will be included in the CoHHW Program's annual report to the participating jurisdictions.

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## **23. INSURANCE REQUIREMENTS**

Contractors who provide hazardous waste transportation, treatment, or disposal services shall have the required insurance as outlined in Attachment E, Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contract. Other contractors shall have insurance in amounts to be determined by COUNTY Insurance Manager, after consultation with CITY. COUNTY shall obtain insurance certificates from each of the contractors prior to the contractor providing service to the program naming the COUNTY as an additional insured.

## **24. WASTE TRACKING AND REPORTING**

COUNTY will provide a mid-year report to CITY regarding participation rates from each participating jurisdiction by March 15 of each year. Mid-year and year end reports will outline the types and quantities of waste collected, the amount of waste diverted for reuse or recycling and the waste management method for each waste stream and associated costs for services. COUNTY will prepare a report summarizing program activities which will be delivered to the participating jurisdictions no later than six months after the end of COUNTY's fiscal year.

It will be assumed for cost and reporting purposes that each participating jurisdiction is contributing to the waste stream in proportion to the number of its residents who directly participate.

COUNTY shall take steps to assure that the bi-annual statements to jurisdictions reflect the funds necessary to cover costs for CITY participation in services scheduled during the next quarter.

## **25. PARTICIPATION REPORTING**

COUNTY shall employ means necessary to verify the place of residence of all participants in the CoHHW Program.

## **26. HOLD HARMLESS AND INDEMNIFICATION**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITY and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead COUNTY and CITY agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.



Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 23 above.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events where non-county resident employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the cities and the COUNTY as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require CESQGs and Nonprofit Charitable Reusers to indemnify COUNTY, at minimum, for their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The CESQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to CESQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY's apportioned share of any liability for household hazardous waste.

## **27. TERMINATION**

This Agreement may be terminated by either the COUNTY or CITY upon thirty (30) days written notice given by the terminating party.

## **28. TERM OF AGREEMENT**

The term of this Agreement shall be from July 1, 2021 to June 30, 2024, or until all revenue from the last quarter's AB939 fee payments have expended and/or distributed, whichever is later.

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**29. INDEPENDENT CONTRACTOR**

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

**30. EXECUTION BY COUNTERPART**

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which shall together constitute one and the same instrument.

**31. CONTROLLING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

**32. ENTIRE AGREEMENT**

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designates.

**33. NOTICES**

All notices and communications herein required shall be in writing to the other party as follows, unless expressly changed in writing:

CITY of Los Gatos

City Representative Dan Keller

Representative's Title Facilities and Environmental Services Manager

City Address 41 Miles Avenue

Los Gatos, CA 95030

Santa Clara County

Director

Consumer and Environmental Protection Agency

1553 Berger Drive

San José, California 95112

**34. CONTRACT EXECUTION**

Unless otherwise prohibited by law or County policy, the parties agree that 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 transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM on the dates as stated below:

Date: 6/17/2021

COUNTY OF SANTA CLARA

DocuSigned by:



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JEFFREY V. SMITH  
County Executive

Date: 5/5/2021

“CITY”

DocuSigned by:



853FEEA2EB39470...

CITY/TOWN OF LOS GATOS  
Title TOWN MANAGER  
A municipal corporation

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

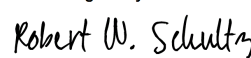


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STEPHANIE SAFDI  
Deputy County Counsel

APPROVED AS TO FORM:

DocuSigned by:



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Robert Schultz  
Town Attorney

Attachments:

- A Projected Fiscal Years 2022, 2023, and 2024 AB939 HHW Fee Funding Allocation by Jurisdiction
- B Estimated HHW Program Fixed Costs for Fiscal Years 2022, 2023, and 2024
- C HHW Schedule of Collection Events for Fiscal Year 2022
- D Household Hazardous Waste Emergency Collection Plan
- E Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contracts

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## ATTACHMENT A: PROJECTED FISCAL YEARS 2022-2024 ANNUAL HHW FEE FUNDING ALLOCATION BY JURISDICTION

Cities	No of Households	4% of Households	Disposal Tonnage	AB939 HHW Fee \$2.60 per Ton	Fixed Cost \$3.75 per HH	SJ Facility \$8.29 Surcharge	Variable Cost \$58.20 per Car	Abandoned Waste Disposal Cost \$.05 per Household	Discretionary Fund	Estimated Augmentation	Anticipated Participation	Anticipated Participation at SJ Facility
Campbell	18,158	726	40,970	\$ 106,521	\$ 68,093	\$ 7,162	\$ 42,272	\$ 908	\$ (11,913)	\$ 45,525	1,268	1,221
Cupertino	21,050	842	41,603	\$ 108,168	\$ 78,938	\$ 4,242	\$ 49,004	\$ 1,053	\$ (25,068)	\$ 36,963	1,034	723
Gilroy	16,676	667	53,681	\$ 139,571	\$ 62,535	\$ 1,086	\$ 38,822	\$ 834	\$ 36,295	\$ 23,027	1,038	185
Los Altos	11,677	467	17,678	\$ 45,963	\$ 43,789	\$ 4,188	\$ 27,184	\$ 584	\$ (29,781)	\$ 90,803	1,451	714
Los Altos Hills	3,180	127	9,303	\$ 24,188	\$ 11,925	\$ 958	\$ 7,403	\$ 159	\$ 3,743	\$ 4,413	259	163
Los Gatos	13,637	545	25,338	\$ 65,878	\$ 51,139	\$ 6,784	\$ 31,747	\$ 682	\$ (24,474)	\$ 66,018	1,216	1,157
Milpitas	22,553	902	100,225	\$ 260,586	\$ 84,574	\$ 5,247	\$ 52,503	\$ 1,128	\$ 117,135	\$ 24,851	1,303	895
Monte Sereno	1,383	55	1,278	\$ 3,323	\$ 5,186	\$ 789	\$ 3,220	\$ 69	\$ (5,941)	\$ 11,138	139	135
Morgan Hill	15,350	614	43,759	\$ 113,774	\$ 57,563	\$ 2,252	\$ 35,735	\$ 768	\$ 17,456	\$ 78,579	1,881	384
Mountain View	36,727	1,469	77,033	\$ 200,285	\$ 137,726	\$ 4,700	\$ 85,500	\$ 1,836	\$ (29,478)	\$ 39,356	1,628	802
Palo Alto	29,298	0	63,437	\$ 164,936		\$ -	\$ -	\$ 1,465	\$ 163,471			
San Jose	336,507	13,460	810,331	\$ 2,106,860	\$ 1,261,901	\$ 114,172	\$ 783,388	\$ 16,825	\$ (69,427)	\$ 476,507	20,026	19,470
Santa Clara	48,975	1,959	160,175	\$ 416,455	\$ 183,656	\$ 9,178	\$ 114,014	\$ 2,449	\$ 107,157	\$ 121,604	3,920	1,565
Saratoga	11,301	452	19,996	\$ 51,990	\$ 42,379	\$ 4,458	\$ 26,309	\$ 565	\$ (21,720)	\$ 45,244	831	760
Sunnyvale	60,273	2,411	116,128	\$ 301,932	\$ 226,024	\$ 6,717	\$ 140,316	\$ 3,014	\$ (74,138)	\$ 152,321	3,672	1,145
Unincorporated	18,558	742	38,112	\$ 99,092	\$ 69,593	\$ 4,640	\$ 43,203	\$ 928	\$ (19,271)	\$ 57,932	1,677	791
Total	665,303	25,440	1,619,047	\$ 4,209,522	\$ 2,385,019	\$ 176,572	\$ 1,480,620	\$ 33,265	\$ 134,047	\$ 1,274,282	41,345	30,110

Notes: Number of HH and Disposal tonnage are based on FY2019-2020 actuals. Anticipated participation and anticipated participation at SJ facility are based on 15% increase from FY2018-2019 actual participation.

**ATTACHMENT B: ESTIMATED ANNUAL HHW PROGRAM FIXED COSTS  
FOR FISCAL YEARS 2022, 2023, AND 2024**

<b>FIXED COST</b>		
Staff Salary and Benefits		\$1,568,216
County Admin Overhead		\$421,899
County Counsel		\$13,650
Phones and Communications		\$10,605
Facilities Lease Costs	San Jose	\$176,572
Vehicle Costs		\$34,125
Office Supplies and postage		\$1,916
Maintenance, Software		\$115,500
HHW Hotline		\$50,000
Garbage & Utilities		\$36,488
Membership & Dues		\$15,750
Training & Conference		\$5,250
Safety Wear		\$21,840
Printing		\$13,583
Other Services & Supplies		\$56,175
<b>ESTIMATED ANNUAL TOTAL</b>		<b>\$2,541,568</b>

# ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION EVENTS FOR FISCAL YEAR 2021-2022\*

2021/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
July	Thurs,Fri	1,2	San Jose	Permanent	
	Saturday	3	No Event	No Event	4th OF JULY WEEK
	Wed,Thurs,Fri,Sat	7,8,9,10	San Jose	Permanent	
	Fri,Sat	9,10	San Martin	Permanent	
	Thurs,Fri,Sat	15,16,17	San Jose	Permanent	
	Saturday	17	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	21,22,23,24	San Jose	Permanent	
August	Thurs,Fri,Sat	29,30,31	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	4,5,6,7	San Jose	Permanent	
	Fri,Sat	6,7	San Martin	Permanent	
	Thurs,Fri,Sat	12,13,14	San Jose	Permanent	
	Saturday	14	Mountain View	Temporary	TBD
	Wed,Thurs,Fri,Sat	18,19,20,21	San Jose	Permanent	
	Thurs,Fri,Sat	26,27,28	San Jose	Permanent	
September	Wed,Thurs,Fri	1,2,3	San Jose	Permanent	
	Saturday	4	No Event	No Event	LABOR DAY WEEKEND
	Thurs,Fri,Sat	9,10,11	San Jose	Permanent	
	Fri,Sat	10,11	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	15,16,17,18	San Jose	Permanent	
	Saturday	18	Santa Clara	Temporary	TBD
	Wed,Thurs,Fri,Sat	22,23,24,25	San Jose	Permanent	
October	Thursday	30	San Jose	Permanent	
	Fri,Sat	1,2	San Jose	Permanent	
	Fri, Sat	1,2	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	6,7,8,9	San Jose	Permanent	
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Saturday	16	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	20,21,22,23	San Jose	Permanent	
November	Thurs,Fri,Sat	28,29,30	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	3,4,5,6	San Jose	Permanent	
	Fri, Sat	5,6	San Martin	Permanent	
	Fri,Sat	12,13	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	17,18,19,20	San Jose	Permanent	
	Tuesday	23	San Jose	Permanent	
	Thurs,Fri,Sat	25,26,27	No Event	No Event	THANKSGIVING
December	Wed,Thurs,Fri,Sat	1,2,3,4	San Jose	Permanent	
	Fri, Sat	3,4	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	8,9,10,11	San Jose	Permanent	
	Thurs,Fri,Sat	16,17,18	San Jose	Permanent	
	Tues,Wed,Thurs	21,22,23	San Jose	Permanent	
	Fri,Sat	24,25	No Event	No Event	CHRISTMAS
	Tues,Wed,Thurs	28,29,30	San Jose	Permanent	
	Friday	31	No Event	No Event	NEW YEAR's DAY

# ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION EVENTS FOR FISCAL YEAR 2021-2022\* (Continued)

2022/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
2022/Jan	Saturday	1	No Event	No Event	NEW YEAR's DAY
	Thurs,Fri,Sat	6,7,8	San Jose	Permanent	
	Fri, Sat	7,8	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	12,13,14,15	San Jose	Permanent	
	Saturday	15	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	19,20,21,22	San Jose	Permanent	
	Thurs,Fri,Sat	27,28,29	San Jose	Permanent	
	Saturday	29	Santa Clara	Temporary	TBD
February	Wed,Thurs,Fri,Sat	2,3,4,5	San Jose	Permanent	
	Fri, Sat	4,5	San Martin	Permanent	
	Thurs,Fri,Sat	10,11,12	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	16,17,18,19	San Jose	Permanent	
	Thurs,Fri,Sat	24,25,26	San Jose	Permanent	
March	Wed,Thurs,Fri,Sat	2,3,4,5	San Jose	Permanent	
	Fri, Sat	4,5	San Martin	Permanent	
	Thurs,Fri,Sat	10,11,12	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	16,17,18,19	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	23,24,25,26	San Jose	Permanent	
April	Fri,Sat	1,2	San Jose	Permanent	
	Fri, Sat	1,2	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	6,7,8,9	San Jose	Permanent	
	Saturday	9	Los Altos	Temporary	TBD
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Saturday	16	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	20,21,22,23	San Jose	Permanent	
	Thurs,Fri,Sat	28,29,30	San Jose	Permanent	
	Saturday	30	Santa Clara	Temporary	TBD
May	Wed,Thurs,Fri,Sat	4,5,6,7	San Jose	Permanent	
	Fri, Sat	6,7	San Martin	Permanent	
	Thurs,Fri,Sat	12,13,14	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	18,19,20,21	San Jose	Permanent	
	Thurs,Fri	26,27	San Jose	Permanent	
	Saturday	28	No Event	No Event	MEMORIAL DAY WEEKEND
June	Wed,Thurs,Fri,Sat	1,2,3,4	San Jose	Permanent	
	Fri, Sat	3,4	San Martin	Permanent	
	Thurs,Fri,Sat	9,10,11	San Jose	Permanent	
	Wed,Thurs	15,16	San Jose	Permanent	
	Friday	17	No Event	No Event	JUNETEENTH DAY
	Saturday	18	San Jose	Permanent	
	Saturday	25	Milpitas	Temporary	TBD
	Thurs,Fri,Sat	23,24,25	San Jose	Permanent	
	Wed,Thurs	29,30	San Jose	Permanent	
*SUBJECT TO CHANGE					

**ATTACHMENT D:****COUNTY HOUSEHOLD HAZARDOUS WASTE  
EMERGENCY COLLECTION PLAN****1. PURPOSE**

The purpose of the Household Hazardous Waste Emergency Collection Plan is to minimize potential public health and safety impacts, as well as to minimize costs and confusion during an emergency or disaster. This Attachment describes the services the County can provide and the responsibilities of each party for the collection of household hazardous wastes (HHW) in response to an emergency as defined by the local jurisdiction.

Jurisdictions should contact local emergency agencies, the Governor's Office of Emergency Services (OES), and the Department of Toxic Substances Control (DTSC) for more specific information on hazardous materials emergency response.

**2. Timing of HHW**

While it is important to have special collection opportunities for disaster-related HHW as soon as possible to avoid illegal disposal or harm to people and/or the environment, having an event or service too soon after a disaster may result in low participation. Sufficient public notification, assessment and monitoring of the disaster and cleanup process by the designated City HHW Coordinator(s) is essential.

**3. Public Information/Notification:**

Cities should be prepared to provide the public with information related to the problems associated with HHW along with information about special collection events and services. Upon the decision to hold an emergency collection event, it is the City's responsibility to prepare and deliver the necessary public outreach to notify the public of an upcoming event. A City's public outreach program should evaluate all forms of media including: newspaper ads, posters, flyers, press releases, banners, door-to-door notices, roadside signs, signs on dumpsters, radio public service announcements, social media outlets and television public access stations. Be aware of communities where multiple language outreach efforts will be necessary.

**4. State HHW Collection Permits**

The State Department of Toxic Substances Control (DTSC) is responsible for issuing the necessary state permits for HHW collection facilities. During an emergency, the County will obtain the necessary emergency permit for special collection of household hazardous waste from DTSC through their expedited approval process.

**5. Collection Events**



Temporary collection events can be set-up at various sites including parking lots, city maintenance yards, within neighborhoods needing service, and at landfills or a centralized location to service larger segments of the population. Waste collected will be transported with a transportation vehicle provided by the HHW Program. In addition, events can be scheduled at the two existing Countywide Household Hazardous Waste Collection Facilities (CoHHWCF). The following options are available to each participating City.

- Neighborhood Drop-off Events: The County is able to provide localized service to specific areas in need of household hazardous waste collection services. The County will work with City Solid Waste Coordinators to conduct coordinated efforts to residents in the affected area. After a specific event, waste will be transported by County staff or a hazardous waste contractor to an appropriate facility.
- Mobile HHW Event: The County conducts Household Hazardous Waste Collection Event (Events) at various sites located in Santa Clara County throughout the year. Events will be expanded to give priority to disaster victims when requested by the City. The County shall obtain all necessary permits and licenses required for the events and shall provide and/or contract for the services of properly trained personnel and hazardous waste haulers. The County shall also provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at events.
- CoHHWCF: The County operates two permitted HHW collection facilities for the collection and storage of HHW. The County shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected at the CoHHWCF.

The CoHHWCF are located at:

- *San Martin, 13055 Murphy Ave, San Martin*
- *San Jose, 1608 Las Plumas, San Jose*

## 6. Costs, Documentation, and Reimbursements

Cities will be billed on a cost recovery basis. Costs of emergency events will be tracked and billed separately. Emergency funding applications pending from the State or Federal government for reimbursements in no way relieves the City of responsibility to make timely payment to the County in accordance with the terms of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

The County agrees to provide the City with a detailed accounting of services provided for an emergency collection. Documentation will track the time and materials of staff, outside contractor expenses, and quantities and types of waste collected to demonstrate that the wastes were generated above and beyond existing collection programs.

Services to businesses will be provided on a cost recovery basis and according to Section 12 of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM, which includes program administration, on-site collection,

transportation, and disposal costs. The County will assume responsibility for collecting fees from participating businesses.

## **7. State and Federal Assistance and Funds**

It is the City responsibility to pursue reimbursement from State or Federal agencies.

### State Office of Emergency Services (OES)

The OES is responsible for requesting assistance on behalf of local jurisdictions for resources beyond the capability of the jurisdiction. State assistance may include assistance available from State, Federal, or private sources. If a local jurisdiction is declared a state disaster area, and the local jurisdiction deems that the needs of the disaster response are beyond its capabilities, then the local jurisdiction can request assistance and reimbursement of costs from OES.

### Follow Standardized Emergency Management System (SEMS)

All requests and emergency responses must be in accordance with the SEMS. The State Department of Toxic Substances Control may have funding available for hazardous waste response and collection.

### Federal Assistance

If a state disaster area is declared a federal disaster, then federal funding assistance may be available through the State OES. Funding and assistance may be available from Federal agencies such as FEMA and the U.S. EPA.

Damage estimates: The city should provide to the State OES estimates of damages and a "scope of work requested." It is recommended that the local HHW coordinator meet ahead of time with local emergency agencies or State OES contacts regarding the proper procedures and wording of requests for assistance.

Funding Process: The funding process may vary depending on the unique circumstances of the disaster. The process can either be the traditional FEMA reimbursement process, or by direct assistance from EPA.

## **REFERENCES**

California Integrated Waste Management Board, Integrated Waste Management Disaster Plan: Guidance for local government on disaster debris management, January 1997.

## Emergency Planning Contacts and Personnel

**Primary County Contact:** County of Santa Clara  
Consumer and Environmental Protection Agency  
Recycling and Waste Reduction Division  
Household Hazardous Waste Program  
ATTN: Hazardous Materials Program Manager  
(408)-918-1967

For Non-Emergency after-hours, contact County Communications at: (408) 977-3220

**Responsibility:** Coordinate and establish proper collection and disposal methods for household hazardous waste. Assess the need for HHW and CESQG services in consultation with the City and other operations.

### **Cal OES Public Safety Communications Main Office**

601 & 630 Sequoia Pacific Boulevard  
Sacramento, CA 95811  
(916) 657-9494

### **Cal OES**

3650 Schriever Avenue  
Mather, CA 95655-4203  
(916) 845-8510

**CHEMTREC**                      Emergency number, (800) 424-9300  
Non-emergency (800) 262-8200

Chemtrec is a public service established by the Chemical Manufacturers Association. The Center was developed as a resource for obtaining immediate emergency response information to mitigate accidental chemical releases, and as a means for emergency responders to obtain technical assistance from chemical industry product safety specialists, emergency response coordinators, toxicologists, physicians, and other industry experts to safely mitigate incidents involving chemicals.

EXHIBIT B-2D (revised)

INSURANCE REQUIREMENTS FOR  
ENVIRONMENTAL SERVICES CONTRACTS

(Hazardous Waste Disposal, Remediation Services, Environmental Consulting, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), 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 Contractor 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. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

## EXHIBIT B-2D (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
  - a. Each occurrence - \$1,000,000
  - b. General aggregate - \$2,000,000
  - c. Products/Completed Operations aggregate - \$2,000,000
  - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
  - a. Premises and Operations
  - b. Products/Completed
  - c. Personal Injury liability
  - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

**Additional Insured Endorsement**, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

## EXHIBIT B-2D (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles. Coverage shall include Environmental Impairment Liability Endorsement MCS90 for contracts requiring the transportation of hazardous materials/wastes.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Contractors Pollution Liability Insurance

Coverage shall provide a minimum of not less than five million dollars (\$5,000,000) per occurrence and aggregate for bodily injury, personal injury, property damage and cleanup costs both on and offsite.

7. Professional Errors and Omissions Liability Insurance (required for contractors providing professional services, such as through a professional engineer, registered geologist, etc.)

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.

## EXHIBIT B-2D (revised)

- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

8. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or

EXHIBIT B-2D (revised)

countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.



## **AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE**

This Agreement is made by and among the Cities and Towns of Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Morgan Hill, Monte Sereno, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, and Sunnyvale (CITIES) and the County of Santa Clara (COUNTY) on the \_\_\_\_\_ day of \_\_\_\_\_ 2021. The term CITIES may refer to CITIES collectively or individually.

### **RECITALS**

**WHEREAS**, pursuant to Public Resources Code Section 41901, a city, county, or city and county may impose fees in amounts sufficient to pay the costs of preparing, adopting, and implementing a countywide integrated waste management plan;

**WHEREAS**, State law, Public Resource Code Section 41750, requires that the countywide integrated waste management plans contain a household hazardous waste (“HHW”) element for each city within the county as well as for the unincorporated area of the county;

**WHEREAS**, the County of Santa Clara Board of Supervisors (“Board”) has imposed a Countywide AB939 Implementation Fee (“Fee”) since July 1, 1992 to pay for the costs of preparing, adopting, and implementing integrated waste management plans and programs, including HHW program elements;

**WHEREAS**, the Board has approved reimposing the Fee for Fiscal Years 2022, 2023, and 2024 (July 1, 2021 through June 30, 2024) at \$4.10 per ton of waste landfilled or incinerated in the County; received at any nondisposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County; collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County; and removed from any location in the County by any person or business for disposal or incineration outside the County;

**WHEREAS**, HHW programs provide household hazardous waste management services to residents of Santa Clara County and are necessary to meet HHW planning and management requirements under State law;

**WHEREAS**, jurisdictions in Santa Clara County desire to provide safe, convenient, and economical means for residents to properly dispose of household hazardous wastes in an environmentally safe manner in order to avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground or in any other manner which creates a health or environmental hazard. These wastes include, but are not limited to, common household products such as household cleaning products, spot remover, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze, fluorescent lamps, and batteries; and

**WHEREAS**, the County will collect the Fee on behalf of the fifteen cities and for the unincorporated area of the County and will apportion the Fee according to the terms of this Agreement.

**NOW THEREFORE**, CITIES and COUNTY AGREE AS FOLLOWS:

## **1. PURPOSE**

The purpose of this Agreement is to state the terms and conditions under which the COUNTY will collect and distribute the Fee of \$4.10 per ton of waste to be disposed in Fiscal Years 2022, 2023 and 2024. The Fee is divided into two parts: 1) a Program Fee of \$1.50 per ton to assist in funding the costs of preparing, adopting, and implementing the integrated waste management plan in the fifteen cities and the unincorporated area of the County; and 2) a Household Hazardous Waste Fee of \$2.60 per ton to provide funding to implement the Countywide HHW Program. The Program Fee will be allocated among the CITIES and COUNTY as described in Exhibit B, attached hereto and incorporated herein. The HHW Fee will be allocated to the COUNTY, CITIES, and Countywide HHW Program as described in Exhibit C, attached hereto and incorporated herein. The Fee shall be imposed on each ton of waste landfilled or incinerated within the County; received at any non-disposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County; collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County; or removed from any location in the County by any person or business for disposal or incineration outside the County. Non-Disposal Facilities are defined as those facilities included in the County of Santa Clara Non-Disposal Facility Element (and subsequent amendments to that Element) and are listed in Exhibit A, attached hereto and incorporated herein.

## **2. SERVICES PROVIDED BY COUNTY**

COUNTY will collect and distribute the Fee. COUNTY will collect the Fee from landfills and non-disposal facilities listed in Exhibit A, and any landfill or non-disposal facility subsequently permitted, on a quarterly basis using data from tonnage reports filed by landfill and non-disposal facility operators with the County Recycling and Waste Reduction Division. COUNTY shall require each landfill and non-disposal facility to submit required payment, documentation of tonnages disposed, and state-mandated Disposal Reporting System Reports on a quarterly basis, within 45 days of the end of each calendar quarter. Late submissions and/or payments shall be subject to a late filing penalty and delinquent penalties. COUNTY will research Santa Clara County tonnage reported to COUNTY by landfills outside the COUNTY in significant amounts to determine the identity of the hauler. That hauler will subsequently be billed in the same fashion subject to the same penalties as mentioned above. Collected funds and any late filing payments and delinquency penalties shall be distributed to CITIES and Countywide HHW Program based on the formula set forth in Exhibits B and C. COUNTY shall not be obligated to distribute funds that COUNTY has been unable to collect from landfill or non-disposal facility operators.

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### **3. ROLE OF CITIES**

CITIES shall review the Disposal Reporting System Reports as prepared and submitted by the COUNTY and within 30 days of receipt shall report to COUNTY, with appropriate documentation, errors in waste allocations among jurisdictions.

### **4. COLLECTION AND USE OF FEE**

Each ton of waste will be subject to the fee if it is landfilled or incinerated in the County; received at any non-disposal facility or collection facility in the County and subsequently transported for disposal or incineration outside the County; collected from any location within the County by a solid waste hauler operating under franchise, contract, license, or permit issued by a local jurisdiction and subsequently transported for disposal or incineration outside the County; or removed from any location in the County by any person or business for disposal or incineration outside the County. Best efforts will be made to prevent tonnage from being assessed a double fee (for instance, once at a non-disposal facility and again at a landfill within Santa Clara County). The Program Fee funding share paid to CITIES shall be used to assist in funding the CITIES' costs of preparing, adopting, and implementing the integrated waste management plan of each of the CITIES and the unincorporated area of the COUNTY. The HHW Fee portion shall be applied to fund the costs of CITIES' share of Countywide Household Hazardous Waste services; any HHW fees directly disbursed to CITIES as provided in this Agreement shall be used to fund the costs of preparing, adopting, and implementing the jurisdiction's HHW element of the Countywide integrated waste management plan, including providing HHW services to residents.

### **5. INSURANCE**

Each party shall maintain its own insurance coverage, through third party insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage or liability arising out of the performance of its responsibilities pursuant to this Agreement. CITIES agree to provide evidence of such insurance to COUNTY via Certificate of Insurance or other documentation acceptable to the COUNTY upon request.

### **6. INDEMNIFICATION**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITIES and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree that each of the parties hereto shall fully indemnify and hold each of the other parties harmless from any claim, expense or cost, damage or liability arising out of, or in connection with, performance of its responsibilities pursuant to this Agreement and as described in Exhibit D.

Additionally, CITIES shall indemnify, hold harmless, and defend COUNTY, its officers, agents, and employees with respect to any loss, damage, liability, cost or expenses, including attorney fees and court costs, arising from any misuse of the Fee distributed to CITIES. COUNTY shall indemnify, hold harmless, and defend CITIES, its officers, agents, and

employees with respect to any loss, damage, liability, cost or expenses, including attorney fees and court costs, brought by third parties based on COUNTY's sole negligence in the collection or distribution of said Fees.

## **7. DISTRIBUTION OF FEE**

COUNTY shall distribute the AB939 Program Fee to CITIES and the HHW Program Fee to the Countywide HHW Program pursuant to the formulas described in Exhibits B and C within 45 days of receipt of landfill and non-disposal facility payments and disposal documentation required for calculation of Fee distribution amounts. Distributions shall begin December 15, 2021, and continue quarterly through October 15, 2024.

## **8. PARTICIPATION IN THE COUNTYWIDE HHW PROGRAM**

CITIES, at their option, may individually participate in the Countywide HHW Program by entering into the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

## **9. LATE PAYMENTS**

If Fee payments and disposal documentation are not received from landfill or non-disposal facility operators prior to scheduled distribution of payments to CITIES and the Countywide HHW Program, payment distribution shall be calculated on a pro rata share of monies received. Upon collection, late payments and accrued delinquent penalties, if any, shall be distributed among CITIES and the Countywide HHW Program according to the formula in Exhibits B and C.

## **10. ACCOUNTING**

COUNTY shall maintain records of all transactions related to collection, use and distribution of the Fee for at least five (5) years after the termination date of this Agreement, unless otherwise required by law to retain such records for a longer period. Such records will be available for inspection upon written request by CITIES, and will include but not be limited to tonnage reports submitted by landfills and non-disposal facilities, waste stream documentation provided by cities, payments made by the landfills and non-disposal facilities to the COUNTY and by the COUNTY to CITIES, and expenditures for programmatic and overhead costs.

## **11. REQUEST FOR REVIEW**

In the event CITIES have a dispute regarding the calculation of its share of the Fee or the distribution or use of the Fee, CITIES may request in writing a review by COUNTY within 10 days of receipt of their Fee allocation. The review shall be performed within 30 days of request and results shall be reported to CITIES in writing.

## **12. EFFECTIVE DATE OF AGREEMENT**

This agreement is effective upon approval by all fifteen CITIES and the COUNTY.

**13. AMENDMENT**

This Agreement may be amended only by an instrument signed by all fifteen CITIES and the COUNTY.

**14. INDEPENDENT CONTRACTOR**

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

**15. TERM OF AGREEMENT**

The term of this Agreement shall be from July 1, 2021 to June 30, 2024, or until all funds from the last quarter's Fee payments have been distributed, whichever is later. COUNTY shall bill the operators of the landfills and non-disposal facilities listed in Exhibit A for the Fee commencing with the Quarter ending September 30, 2021. Said landfills and non-disposal facilities will be billed for the Fee through June 30, 2024.

**16. NOTICES**

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such address as the party may designate in writing in accordance with this section.

City of Town of Los Gatos  
 Contact: Dan Keller  
 Title: Facilities and Environmental Services Manager  
 Address: 41 Miles Avenue, Los Gatos, CA 95030

County of Santa Clara  
 Contact: Recycling and Waste Reduction Program Manager  
Recycling and Waste Reduction Division  
 Address: 1555 Berger Drive, Suite 300  
San Jose, CA 95112

**17. CONTROLLING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

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## **18. ENTIRE AGREEMENT**

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designees.

## **19. COUNTERPARTS**

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

## **20. CONTRACT EXECUTION**

Unless otherwise prohibited by law or County policy, the parties agree that 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 transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

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**IN WITNESS WHEREOF**, the parties have executed this AGENCY AGREEMENT  
FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:

Date: \_\_\_\_\_

COUNTY OF SANTA CLARA

\_\_\_\_\_  
MIKE WASSERMAN, President  
Board of Supervisors

Date: 5/5/2021

“CITY”

DocuSigned by:

Laurel Prevetti

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CITY/TOWN OF LOS GATOS

Title TOWN MANAGER

A municipal corporation

Signed and certified that a copy of this  
document has been delivered by electronic  
or other means to the President, Board of  
Supervisors  
ATTEST:

APPROVED AS TO FORM:

DocuSigned by:

Robert W. Schultz

2FE0938555B744C...

ROBERT SCHULTZ

Town Attorney

\_\_\_\_\_  
MEGAN DOYLE  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
STEPHANIE SAFDI  
Deputy County Counsel

## **EXHIBIT A**

### **LANDFILLS LOCATED IN SANTA CLARA COUNTY**

Guadalupe Rubbish Disposal Site  
Kirby Canyon Sanitary Landfill  
Newby Island Sanitary Landfill  
Zanker Materials Processing Facility  
Zanker Road Landfill

### **NON-DISPOSAL FACILITIES AND TRANSFER STATIONS LOCATED IN SANTA CLARA COUNTY**

California Waste Solutions Recycling & Transfer Station  
City of Palo Alto Green Composting Facility  
Environmental Resource Recovery, Inc. (Valley Recycling)  
Green Earth Management LLC Kings Row Recycling Facility  
Green Waste Materials Facility and Transfer Station  
Green Waste Recovery Facility  
GreenTeam of San Jose Material Recovery Facility and Transfer Station  
Guadalupe Landfill  
Lam Hauling Inc. Chipping and Grinding  
Lam Hauling Inc. Inert Debris Type A  
Leo Recycle  
Material Recovery Systems Facility  
Mission Trail Waste Systems, Inc.  
Newby Island Compost Facility  
Pacheco Pass Transfer Station  
Pacific Coast Recycling, Inc.  
Premier Recycle Facility  
Recology Silicon Valley Processing and Transfer Facility  
The Recyclery at Newby Island  
San Martin Transfer Station  
Smurfit-Stone Recycling San Jose Facility  
South Valley Organics  
Stanford Recycling Center and Direct Transfer Facility  
Sunnyvale Materials Recovery and Transfer Station (SMaRT Station)  
Valley Recycling San Jose CDI Processing/Transfer Facility  
Wood Processing Facility at Recology Pacheco Pass  
Z-Best Composting Facility  
Zanker Materials Processing Facility  
Zanker Road Class III Landfill  
Zero Waste Energy Development Company Anaerobic Digestion Facility



## **EXHIBIT B**

### **FORMULA FOR DISTRIBUTION OF AB939 PROGRAM FEE**

Each of the CITIES, and the COUNTY for its unincorporated area, will receive \$1.50 per ton of solid waste disposed of in landfills or taken to non-disposal facilities located in Santa Clara County that originates from that jurisdiction, as documented in quarterly reports submitted by the County to the State Disposal Reporting System.

Fees collected from undocumented disposed tonnage, or tonnage originating outside of Santa Clara County, will be distributed according to each jurisdiction's percent of countywide population, according to the latest available population report issued by the California Department of Finance.

**EXHIBIT C****COUNTYWIDE HOUSEHOLD HAZARDOUS  
WASTE PROGRAM FEE (HHW Fee)****1. PROGRAM FUNDING SOURCE**

HHW Program services are mandated by State law, Public Resources Code Section 41500 et seq. Public Resources Code Section 41901 authorizes imposition of a fee to support planning and implementation of integrated waste management programs, including their HHW elements. The HHW Fee, of \$2.60 per ton, collected as part of the AB939 Implementation Fee, will be the primary source of funding for Countywide Household Hazardous Waste Collection Program (CoHHW Program) services.

Funds derived from the HHW Fee will be allocated among five types of CoHHW Program service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- B. San Jose Facility Use Surcharge will be apportioned based on CITIES' anticipated participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose.
- C. Variable Cost Per Car is the cost associated with labor, waste disposal, transportation, and other services provided to residents at the County HHW Collection Facilities and at temporary HHW collection events. The Variable Cost Per Car is based on the estimated cost of providing a base level service to 4% of households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- D. Available Discretionary Funding is allocated based on tonnage generated per participating jurisdiction, and after allocation of Fixed Program Costs, San Jose Facility Use Surcharge, and Variable Cost Per Car allocation.
- E. Abandoned Waste Disposal Costs will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations as defined in Public Resources Code Section 41904.

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## **2. FIXED PROGRAM COST**

Funds shall be allocated on a per household basis for Fixed Program Costs at the conclusion of each Fiscal Year. This portion of the funds shall be distributed directly to the Countywide HHW Program to pay for HHW Program costs. Fixed Program Costs funding shall be calculated shall not exceed \$3.75 per household in Fiscal Years 2022, 2023, and 2024. Fixed Program Costs may include, but are not limited to eleven (11) CoHHW Program staff members, facility leasing costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance, and union negotiated salary and benefit changes.

## **3. ABANDONED WASTE DISPOSAL COST**

The Abandoned Waste Disposal Cost will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations. The Abandoned Waste Disposal Cost is based on the cost to the County to dispose of abandoned waste allocated among participating jurisdictions based on their proportional share of the County population and shall not exceed \$0.05 per household. Projected Abandoned Waste Disposal Costs to the CITY based on a charge of \$.05 per household are set forth in Attachment A, attached hereto and incorporated herein. Any existing unexpended non-profit abandoned waste fund balance may be allocated toward funding of disposal of HHW illegally abandoned at nonprofit charitable reuser organizations as defined in Public Resources Code Section 41904.

For the purposes of this agreement, a nonprofit charitable reuse organization has the definition provided in Public Resources Code Section 41904 as follows: “Nonprofit charitable reuser” means a charitable organization, as defined in Section 501(c)(3) of the federal Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than 50 percent of its revenues from the handling and sale of those donated goods or materials.

## **4. SAN JOSE FACILITY USE SURCHARGE**

The total San José Facility Use Surcharge for CITY will be based on CITY residents’ proportional participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San José. The San José Facility Use Surcharge will vary depending on facility usage but will not exceed \$8.29 per car for Fiscal Years 2022, 2023, and 2024. The total San Jose Facility Use Surcharge for CITY will be based on CITY’s participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose.

## **5. VARIABLE COST PER CAR**

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County HHW Collection Facilities and Temporary Events. This portion of the funds shall be distributed directly to the Countywide HHW Program. The Variable Cost Per Car is estimated to be \$58.20 per car for

Fiscal Years 2022, 2023, and 2024. The estimated cost per car will be adjusted annually to reflect actual service costs. After fixed costs and San Jose Facility Use Surcharge are allocated on a per household basis, the variable cost per car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached, the Countywide HHW Program will use the remaining balance of funds, in cooperation with the CITIES, to increase public outreach and/or provide additional services in that jurisdiction where the level of 4% is not reached the following year.

## **6. AVAILABLE DISCRETIONARY FUNDING**

The Available Discretionary Funding portion will be allocated based on the tons of waste generated within each jurisdiction and after allocation of Fixed Program Cost, San Jose Facility Use Surcharge, and Variable Per Car Cost. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in the jurisdiction by the Countywide HHW Program, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events. CITIES authorize the COUNTY to determine appropriate uses of available discretionary funding and to use CITIES' Available Discretionary Funding portion of the AB939 HHW Fee to provide for additional HHW services requested by the CITIES.

## **7. PROGRAM FUNDING PASS-THROUGH**

Annual funding calculations include HHW Fees collected on behalf of all jurisdictions in the County. CITIES, at their option, may participate in the Countywide HHW Program by entering into the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM. If CITIES elect to participate in the Countywide HHW Program, their pro-rata share of the HHW Fee shall be retained by the County to utilize for HHW Program costs, as provided in this Agreement and the Agreement for Countywide Household Hazardous Waste Collection Program. The COUNTY will distribute to CITIES not participating in the Countywide Household Hazardous Waste Collection Program their pro-rata share of funding received by the COUNTY from the HHW Fee, except that the COUNTY may retain and expend that portion of the non-participating CITIES' fee attributable to Abandoned Waste Disposal Costs.

If CITIES not participating in the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM desire to allow residents to participate in HHW Program services on an emergency basis, then services to these residents will be provided on a cost recovery basis. A charge equal to the established rates charged by the Countywide HHW Program to Conditionally Exempt Small Quantity Generators will be billed to the CITIES. A CITIES' representative must call the Countywide HHW Program appointment line to schedule an appointment for the resident. Liability shall be apportioned as provided in Exhibit D to this Agreement.

**EXHIBIT D****SECTION 28 OF AGENCY AGREEMENT  
FOR COUNTYWIDE HOUSEHOLD HAZARDOUS  
WASTE COLLECTION PROGRAM****HOLD HARMLESS AND INDEMNIFICATION**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITY and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead COUNTY and CITY agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.

Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 23 of the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events where non-county resident employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the cities and the county as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require Conditionally Exempt Small Quantity Generators (“CESQG”) and Nonprofit Charitable Reusers to indemnify COUNTY for, at minimum, their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The CESQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to CESQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY’s apportioned share of any liability for household hazardous waste.

2378874



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/02/2023

ITEM NO: 10

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DATE: April 27, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Rescind and Replace the Town's Economic Recovery Resolution 2022-066 with Draft Economic Recovery Resolution (Attachment 1) to Continue to Support the Town's Economic Recovery Efforts, Including the Completion of the Construction and Implementation of the Semi-Permanent Parklet Program, and to Allow Time for the Planning Commission and Town Council to Consider Implementing Amendments to the Town Code that Reflect the Streamlining Efforts of the Resolution.

**RECOMMENDATION:**

Rescind and replace the Town's Economic Recovery Resolution 2022-066 with Draft Economic Recovery Resolution (Attachment 1) to continue to support the Town's economic recovery efforts, including the completion of the construction and implementation of the semi-permanent parklet program, and to allow time for the Planning Commission and Town Council to consider implementing amendments to the Town Code that reflect the streamlining efforts of the Resolution.

**BACKGROUND:**

The Town Council remains proactive, adaptive, and flexible in its efforts and actions to support the business community through the dynamic economic recovery environment created by the COVID-19 pandemic. The Council has been steadfast in its support of the Town's business community, while delicately balancing competing interests and continuing to consider additional options to provide available assistance.

One key element of continued economic recovery support is the currently adopted Economic Recovery Resolution, Resolution 2022-066, which provides flexibility and additional opportunities for businesses to adapt to the dynamic environment.

**PREPARED BY:** Monica Renn  
Economic Vitality Manager

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Reviewed by: Town Manager, Town Attorney, Community Development Director, and Finance Director

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BACKGROUND (continued):

Some of the ongoing opportunities of note in the Resolution include: Town-subsidized business permits; the ability for private commercial properties to flex their space for outdoor dining and other business opportunities; the subsidized semi-permanent parklet program with grant funding allocated by the Town Council using American Rescue Plan Act (ARPA) funds; streamlined opportunities that reduce cost and timelines for businesses to locate, relocate, bifurcate, and evolve within the Town; and time extensions on the expiration of permits.

At the direction of the Town Council, these efforts and initiatives have provided many businesses with new options and flexibility to pivot during some of the most trying economic times. In addition, the Town Council adopted updated Strategic Priorities in January 2023, which continue to prioritize Economic and Community Vitality efforts including business process and permit streamlining.

The Economic Recovery Resolution was first adopted on May 26, 2020, then extended on three subsequent occasions with the current, Resolution 2022-066, sunseting on June 30, 2023. As the Town Council continues to acknowledge the successful support and process streamlining the Resolution provides the Town's business community, staff is recommending another extension to the Resolution (Attachment 1), until October 31, 2023.

DISCUSSION:

Since the semi-permanent parklet program and grant funding structure were adopted on April 20, 2021, Town staff has been working continuously with stakeholders to implement the semi-permanent parklet program. This project originally set a completion date of December 31, 2022, requiring all parklets to be fully built with final inspection approval, and the required paperwork filed for grant payment. Given the disruption in supply chains, increased costs of labor and materials, and most notably, the severe winter storms of December 2022 through April of 2023, parklet project timelines have been extended and many put completely on hold and the stakeholders were unable to move forward with completing the parklet build-outs. Thus, staff is recommending additional time for the stakeholders to complete the work, and submit their documents for grant funding. The Town Council previously allocated the funds for the semi-permanent parklet program using existing Downtown Revitalization Funds and ARPA funding. The time extension will not increase the amount needed to fund the program.

The chart below offers a snapshot of general phases in the parklet design and construction process, with the column on the right noting the number of semi-permanent parklets currently in that phase.



DISCUSSION (continued):

PARKLET PHASES	# OF PARKLETS
Parklet complete, full grant issued	20
Parklet complete, awaiting grant documents or grant payment in process	5
Parklet in construction	1
Parklet building permit issued and agreements executed	10*
Parklet in design, building permit review, or agreement processing phase	0
<i>* Of these ten businesses, three have indicated they no longer plan to build a parklet; and six businesses will be combining efforts to construct three large parklets, internally divided.</i>	

In addition to completing the construction phase of the semi-permanent parklet program, staff has been working to evaluate the economic vitality opportunities and flexibility provided by the Economic Recovery Resolution since its original adoption in June of 2020, and craft proposed Town Code amendments that enhance, support, and extend this streamlining. It is not anticipated that this work could be completed by the sunset date of Resolution 2022-066. For this reason, staff is recommending an extension of the temporary streamline options to remain consistent for businesses until a time in which the proposed amendments may be fully discussed and vetted by both the Planning Commission and Town Council.

In consideration of the need for this extension, staff recognizes that the local, state, and federal emergency orders regarding the COVID-19 pandemic have all been rescinded, thus the proposed draft Economic Recovery Resolution does not cite these documents and recognizes that while the emergency orders are no longer in place, the lasting effects of the pandemic still exist as challenges for the Town's business community. An extension of the streamlining efforts offers additional support to the Town's business retention and attraction efforts.

CONCLUSION:

Town staff recommends that the Town Council rescind Resolution 2022-066 and adopt the attached draft Economic Recovery Resolution to allow additional time for the completion of the construction and implementation of the semi-permanent parklet program and allow time for the Planning Commission and Town Council to consider implementing amendments to the Town Code that reflect the streamlining efforts of the Resolution. The Planning Commission began their discussion and recommendations to the Town Council on April 26, 2023 and Town Council is tentatively scheduled to discuss the Commission's recommendations at its June 20, 2023 meeting.

PAGE 4 OF 4

SUBJECT: Approve an Extension to the Economic Recovery Resolution

DATE: April 27, 2023

COORDINATION:

The preparation of this report was coordinated with the Community Development Department and Town Attorney's office.

FISCAL IMPACT:

Funding for the Economic Recovery efforts supported by the Economic Recovery Resolution have been previously allocated by the Town Council.

ENVIRONMENTAL ASSESSMENT:

The program extended by this resolution is statutorily and categorically exempt from CEQA as outlined in the resolution.

Attachment:

1. Draft Economic Recovery Resolution

## **RESOLUTION 2023-**

### **RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS APPROVING OUTDOOR PUBLIC SPACE EXPANSION AND TEMPORARY MODIFICATIONS TO SPECIFIC PROVISIONS RELATED TO BUSINESS PERMITS, PROCESSES, PROVISIONS, AND ACTIVITIES TO CONTINUE TO OFFER ECONOMIC RECOVERY OPPORTUNITIES FOR COMMUNITY AND ECONOMIC VITALITY**

**WHEREAS**, pursuant to the Town's police power, as granted broadly under Article XI, Section 7 of the California Constitution, the Town Council has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the Town and its residents; and

**WHEREAS**, due to the severe economic impacts of the COVID-19 Pandemic and its economic impacts that followed including supply chain disruptions and inflation causing hardship on the community and the Town organization, the Town Council deems it necessary to take additional action to suspend enforcement of certain provisions of the Town of Los Gatos Town Code and provide temporary process streamlining measures to facilitate the retention and attraction of Los Gatos businesses, reduce economic impacts, foster recovery, encourage economic vitality, and reduce commercial vacancies; and

**WHEREAS**, while the emergency orders for the recent COVID-19 Pandemic have been lifted, the ongoing effects of the Pandemic, harsh winter storms, and inflation and supply chain issues have created difficult and negative impacts on the Los Gatos business community; and

**WHEREAS**, on June 3, 2020, in response to the COVID-19 Pandemic, the Town of Los Gatos adopted Economic Recovery Resolution 2020-022, which has since been extended and expanded to include the current Resolution 2022-066 sunset date of June 30, 2023, and includes many of the provisions of this Resolution; and

**WHEREAS**, the Town Council for the Town of Los Gatos continues to prioritize economic recovery through increased flexibility and opportunity; business permit streamlining, and economic and community vitality; and

**WHEREAS**, the Town of Los Gatos staff are working on Town Code amendments for consideration by the Planning Commission and Town Council to memorialize many of the streamlining efforts captured in the Economic Recovery Resolution to support continued economic recovery, increased business flexibility and opportunities, and generally support the Town's business community through retention and attraction efforts that will not be completed by the sunset date of June 30, 2023, of the current Economic Recovery Resolution 2022-066; and

**WHEREAS**, the winter storms in December 2022 through April of 2023 created an environment that was not conducive to parklet construction, thus it is no longer reasonable to expect the Semi-Permanent Parklet construction to be complete by June 30, 2023; and

**WHEREAS**, the Town will continue to facilitate the construction of a semi-permanent parklet program that allows for outdoor dining and flex space to exist in the public-right-of-way and on-street parking spaces through public-private partnerships between the Town of Los Gatos and Los Gatos businesses. The program would provide for residents to receive the health and wellness benefits of being outdoors and support business' customers with enough space to safely physically distance when preferred; and

**WHEREAS**, on May 26, 2020, the Town Council allocated American Recovery Plan Act (ARPA) dollars, and reallocated prior surpluses reserved for downtown streetscape revitalization toward a Semi-Permanent Parklet Program, in the name of COVID-19 economic stimulus recovery efforts totaling \$1,900,000. This is one of the single largest economic recovery packages ever proposed in the Town's history; and

**WHEREAS**, extending many of the streamlining and recovery efforts of previous Economic Recovery Resolutions (2020-022; 2021-051, 2022-066), and included within this Resolution until October 31, 2023, allows for the Town's deciding bodies to thoughtfully consider next steps in the continuation of business permit and process streamlining and economic vitality efforts; and allows for business stakeholders who have already been approved for a Semi-Permanent Parklet to complete parklet construction.

**NOW, THEREFORE, BE IT PROCLAIMED AND RESOLVED** by the Town Council of the Town of Los Gatos that:

SECTION 1. All recitals set forth above, are adopted as though fully set forth herein as findings in support of this Resolution and, after considering all such findings and current local circumstances the Council hereby declares the continuing existence of a need to support economic recovery as a result of the COVID-19 Pandemic.

SECTION 2. In order to support the ongoing economic recovery and support of the Los Gatos business community, the Town Council hereby directs and authorizes the Town Manager to implement the following strategies that may be used independently or in combination, as outlined below:

1. As identified by the Town generally along N. Santa Cruz Avenue (south of Highway 9/Los Gatos-Saratoga Road) and Main Street, private businesses in the C-2 Zone are permitted to construct a parklet within existing public street parking spaces in conjunction with an approved Semi-Permanent Parklet application and executed parklet agreement(s) with the Town;

2. Suspend parking requirements in private commercial lots to allow some parking spaces to be utilized for restaurant seating or business activities given sufficient parking remains available for customer use, and to allow for such to facilitate safely distanced pedestrian circulation, expanded outdoor dining and alcohol service, customer queuing, and pickup and waiting areas associated with permitted business activities and pursuant to the terms of agreed upon in an Economic Recovery agreement between the business and the Town;
3. Allow the usage of the sidewalk for signage, merchandise, and queueing, where adequate sidewalk width exists consistent with disabled access requirements and public safety;
4. Current Los Gatos businesses may relocate, expand, or open an additional business location without obtaining a new Conditional Use Permit provided the business enters into an Economic Recovery agreement with the Town, documenting that any change of ownership is subject to a new Conditional Use Permit or Conditional Use Permit modification consistent with the existing Town Code;
5. The requirement for personal service businesses to obtain a Conditional Use Permit in the C-2 zone is suspended, and personal service businesses may locate within Office Zones (O), provided the business enters into an Economic Recovery agreement with the Town, documenting that any change of ownership is subject to a new Conditional Use Permit, or must comply with current provisions consistent with the existing Town Code;
6. The requirement for up to a total of four (4) markets, bars and/or other miscellaneous commercial businesses to obtain a Conditional Use Permit in the C-2 zone is suspended provided the business enters into an Economic Recovery agreement with the Town, documenting that any change of ownership is subject to a new Conditional Use Permit consistent with the existing Town Code;
7. The cost for a new Conditional Use Permit is reduced by 50% with the Town paying the balance of the fees;
8. Alcohol consumption is permitted with meals in Town parks;
9. The expiration date for all building permits and planning entitlements shall be extended by two years.

SECTION 4. Environmental Review. The proposed project is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) as follows:

- A. The project is categorically exempt under State CEQA Guidelines Section 15301 (Existing Facilities) because the actions identified in the program are limited to the permitting, leasing, and minor alteration of existing public facilities, including existing streets and sidewalks which would not result in the creation of additional automobile lanes. The program would result in a negligible expansion of existing commercial uses and a negligible expansion of the public's use of Town right-of-way, as the uses included in the temporary program would not vary from the current uses of commercial businesses, residential areas, or public access within the Town's right-of-way.

SECTION 5. Notwithstanding any other Town policy or procedure, the Town Engineer shall be authorized to review and approve on behalf of the Town any and all design and construction necessary as part of the temporary program herein and the Town Manager shall be authorized to enter into agreements on behalf of the Town to implement the strategies herein without further action of the Town Council.

SECTION 6. Any provision of the Los Gatos Town Code or any appendix thereto inconsistent with the provisions of this Resolution, to the extent of such inconsistencies, is hereby repealed or modified to that extent necessary to affect the provisions of this Resolution.

SECTION 7. This resolution remains in place until October 31, 2023.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 2<sup>nd</sup> day of May, 2023 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 5/2/2023

ITEM NO: 11

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DATE: April 20, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Approve a First Amendment to the Axon Body Worn Camera Agreement for an Increase of \$25,095 for a Total Agreement Not-to-Exceed Amount of \$275,629 Consisting of the Following:  
a. Increase Total Quantity of Axon Body-Worn Camera Equipment and Charging Docks Not to Exceed a Total of \$15,095; and  
b. Increase Axon Digital Evidence Storage Capacity for Audio and Video Recordings Not to Exceed a Total of \$10,000

**RECOMMENDATION:**

Approve a first amendment to the Axon Body Worn Camera agreement for an increase of \$25,095 for a total agreement not-to-exceed amount of \$275,629 consisting of the following:  
a. Increase total quantity of Axon body-worn camera equipment and charging docks not to exceed a total of \$15,095; and  
b. Increase Axon digital evidence storage capacity for audio and video recordings not to exceed a total of \$10,000.

**BACKGROUND:**

On February 18, 2020, the Town Council approved allocation of \$377,130 of total funding to authorize the Town Manager to execute two five-year agreements with Axon Enterprises Inc. for the purchase and maintenance of Body-Worn Cameras (BWC) and conducted energy weapons (Tasers). The Axon Enterprises Inc. BWC original agreement totaled \$250,534 of the \$377,130 authorized amount, which consisted of body-worn cameras and digital evidence storage and maintenance for the duration of the agreement term through FY 2023/24.

**PREPARED BY:** Heather St. John  
Senior Administrative Analyst

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Reviewed by: Town Manager, Police Chief, Town Attorney, and Finance Director

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BACKGROUND (continued):

The Los Gatos-Monte Sereno Police Department was a pioneer in Santa Clara County in deploying Officers with body-worn cameras (BWC) beginning in 2008. In 2020, the Town's Information Technology Department and Police Department identified Axon Enterprises Inc. as a preferred sole source vendor with upgraded BWC technology and a digital evidence storage platform for a successful BWC program, in compliance with best practices in accordance with legislative mandates.

The current law enforcement practice is to collect and retain digital evidence on a single operating platform. This allows for seamless collection of BWC audio and video, patrol vehicle in-car camera audio and video as well as other digital evidence. The Axon Enterprise Inc. BWC equipment and data storage platform (Evidence.com) meets these critical needs and benefits the Town, Police Department, and the public through enhanced evidence collection, retention, increased Officer safety, accountability, and transparency.

DISCUSSION:

In 2021, the Town Manager approved a First Amendment with Axon (Attachment 1). The Town Attorney at the time determined that this was within the authority of the Town Manager because the increase in the total agreement was \$15,095 and there was an immediate need for the Police Department to implement the new BWC program. At the time, staff recognized that this increase would affect the total dollar amount of the original Axon maintenance agreement and would be required to be brought forward for Council in the future for approval. This item is now before the current Council to provide an opportunity for formal approval of the First Amendment

In 2021, the Department purchased an additional three BWC devices (for a total of 48 total BWC devices), a multi-device charging and digital upload dock, and six individual charging dock replacements. As best practice in accordance with state law and department policies, the additional cameras were purchased to outfit additional field personnel such as Community Service Officers and Reserve Police Officers with BWC technology. In addition, the Department also recognizes that maintaining several readily available replacement cameras allows for individual BWC replacement while faulty equipment is repaired and serviced.

Throughout the past several years, staff has monitored the Axon BWC digital evidence storage use and capacity, and ongoing annual payments for this service. It is anticipated that prior to the end of the Axon Enterprises Inc. BWC and digital storage agreement term in FY 2023/24, digital evidence storage capacity may need to be increased to accommodate an increase in BWC video within the Axon Evidence.com system. Staff estimates a total increase of up to \$10,000 for ongoing payments related to additional storage capacity for the remainder of the original agreement term.

PAGE 3 OF 3

SUBJECT: Approve a First Amendment to the Axon Body Worn Camera Agreement

DATE: April 20, 2023

DISCUSSION (continued):

Staff is bringing forward this amendment to Axon's Enterprises Inc. original BWC agreement to document the purchase of additional equipment and maintenance services, and potential funding for additional digital storage capacity.

CONCLUSION:

Approve the first amendment to the Axon Body Worn Camera agreement for an increase of \$25,095 for a total agreement not-to-exceed amount of \$275,629.

FISCAL IMPACT:

The addition of three body-worn cameras purchased in 2021 increased the annual maintenance costs within the original Axon Enterprises Inc. agreement for payments due in FY 2022/23 and in FY 2023/24 by a total of \$15,095. There is sufficient funding in the FY 2022/23 Police Department operating budget to cover the increased cost of the additional maintenance services. In addition, funding for the anticipated increase in potential additional digital storage capacity for the remainder of the agreement term has been programmed in the proposed FY 2023/24 Police Department operating budget.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. First Amendment with Original Agreement

## FIRST AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 18<sup>th</sup> day of January, 2021 and amends that certain Master Service and Purchasing Agreement for Axon Body Worn Cameras dated April 1, 2020, made by and between the Town of Los Gatos, ("Town,") and Axon, Inc. ("Supplier.")

### RECITALS

- A. Town and Supplier entered into a Service and Purchasing Agreement on April 1, 2020, ("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 add an additional 8-Bay Body 3 Dock, for a total of 48 body cameras and 6 docks, and to add the compensation for the additional services.

### AMENDMENT

1. Effective December 2020, Supplier hereby agrees to provide the service and materials described in Exhibit A, which is attached hereto and incorporated by reference. Town shall pay Supplier the amount as described below and referenced in Exhibit A. For a total amendment increase NTE \$15,095.23.

	Fiscal Yr.	Org. Agr.	Amendment	
Year 1	19/20	\$ 50,869.07		
Year 2	20/21	\$ 49,916.46	\$ 8,044.36	
Year 3	21/22	\$ 49,916.46	\$ 2,350.29	
Year 4	22/23	\$ 49,916.46	\$ 2,350.29	
Year 5	23/24	\$ 49,916.46	\$ 2,350.29	
Total NTE		\$250,534.91	\$15,095.23	\$265,630.14

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

Approved as to Consent:

DocuSigned by:  
By: Laurel Prevetti 3/11/2021  
Laurel Prevetti, Town Manager

DocuSigned by:  
By: Robert Driscoll  
55DAEBB131A4424...  
Robert Driscoll, VP Assoc. General  
Council

Department Approval:

DocuSigned by:  
**Peter Decena** 3/4/2021  
Peter Decena  
Chief of Police

Approved as to Form:

DocuSigned by:  
Robert W. Schultz 3/11/2021  
Robert Schultz, Town Attorney

Attest:

DocuSigned by:  
Shelley Neis 3/11/2021  
Shelley Neis, MMC, CPMC  
Town Clerk



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-272854-44125.684MS**

Issued: 10/21/2020



Quote Expiration: 11/15/2020

Account Number: 112743

Payment Terms: Net 30  
Delivery Method: Fedex - Ground  
Contract Number: 00026251

**SHIP TO**

Greg Borromeo  
Los Gatos Police Dept. - CA  
15900 Los Gatos Boulevard  
Los Gatos, CA 95032  
US

**BILL TO**

Los Gatos Police Dept. - CA  
110 E. Main Street  
Los Gatos, CA 95031  
US

**SALES REPRESENTATIVE**

Mike Schmidt  
Phone: (480) 502-6279  
Email: mschmidt@axon.com  
Fax:

**PRIMARY CONTACT**

Greg Borromeo  
Phone: (408) 354-8600  
Email: gborromeo@losgatosca.gov

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	52	3	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	52	3	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	52	3	0.00	0.00	0.00
<b>Hardware</b>						
73202	AXON BODY 3 - NA10		3	699.00	699.00	2,097.00
74210	AXON BODY 3 - 8 BAY DOCK		1	1,495.00	1,495.00	1,495.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	8	3	224.00	224.00	672.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	8	1	236.00	236.00	236.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		3	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	4	3	112.00	112.00	336.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	4	1	118.00	118.00	118.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		3	0.00	0.00	0.00
<b>Other</b>						
71019	NORTH AMER POWER CORD FOR AB3 8- BAY, AB2 1-BAY / 6-BAY DOCK		1	0.00	0.00	0.00

**Exhibit A****Q-272854-44125.684MS**

1

*Protect Life.*

**Year 1 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	4	3	60.00	60.00	180.00
73827	AB3 CAMERA TAP WARRANTY	52	3	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	52	1	0.00	0.00	0.00
73665	RESPOND DEVICE PAYMENT	4	3	36.00	36.00	108.00
					Subtotal	5,242.00
					Estimated Shipping	0.00
					Estimated Tax	452.07
					Total	5,694.07

**Year 2**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	3	336.00	336.00	1,008.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	1	354.00	354.00	354.00
<b>Other</b>						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	3	180.00	180.00	540.00
73665	RESPOND DEVICE PAYMENT	12	3	108.00	108.00	324.00
					Subtotal	2,226.00
					Estimated Tax	124.29
					Total	2,350.29

**Year 3**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	3	336.00	336.00	1,008.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	1	354.00	354.00	354.00
<b>Other</b>						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	3	180.00	180.00	540.00
73309	AXON CAMERA REFRESH ONE		3	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		1	0.00	0.00	0.00



**Year 3 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
73665	RESPOND DEVICE PAYMENT	12	3	108.00	108.00	324.00
Subtotal						2,226.00
Estimated Tax						124.29
Total						2,350.29

**Year 4**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	3	336.00	336.00	1,008.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	1	354.00	354.00	354.00
<b>Other</b>						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	3	180.00	180.00	540.00
73665	RESPOND DEVICE PAYMENT	12	3	108.00	108.00	324.00
Subtotal						2,226.00
Estimated Tax						124.29
Total						2,350.29

**Year 5**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	3	336.00	336.00	1,008.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	1	354.00	354.00	354.00
<b>Other</b>						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	3	180.00	180.00	540.00
73310	AXON CAMERA REFRESH TWO		3	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		1	0.00	0.00	0.00
73665	RESPOND DEVICE PAYMENT	12	3	108.00	108.00	324.00
Subtotal						2,226.00
Estimated Tax						124.29
Total						2,350.29

<b>Grand Total</b>	<b>15,095.23</b>
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## Summary of Payments

Payment	Amount (USD)
Year 1	5,694.07
Year 2	2,350.29
Year 3	2,350.29
Year 4	2,350.29
Year 5	2,350.29
<b>Grand Total</b>	<b>15,095.23</b>




## Notes

This quote is co-termed with quote Q-244606 (executed contract #00026251). Year one has been pro-rated to 4 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 11/15/2020-11/30/2020. The end date of these subscriptions is subject to change if the ship/start date changes.

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

<b>Signature:</b>	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>    <small>853FEEA2EB39470...</small> </div>	<b>Date:</b>	3/11/2021
<b>Name (Print):</b>	Laurel Prevetti	<b>Title:</b>	Town Manager
<b>PO# (Or write N/A):</b>	N/A		

Please sign and email to Mike Schmidt at [mschmidt@axon.com](mailto:mschmidt@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:  Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		



## Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions.**  
"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run

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## Master Services and Purchasing Agreement

from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

- 7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

- 7.3 Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

- 7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

**7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

**7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this

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Agreement by reference.

- 9 **Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon device warnings.
- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 11 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 12 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 13 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 14 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 15 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 16 **Termination.**
  - 16.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
  - 16.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
  - 16.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between

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the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

- 17** **Confidentiality.** “**Confidential Information**” means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party’s Confidential Information. Unless required by law, neither Party will disclose the other Party’s Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 18** **General.**
- 18.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party’s reasonable control.
- 18.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6 Assignment.** Neither Party may assign this Agreement without the other Party’s prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

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**18.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**18.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:


Axon: Axon Enterprise, Inc.  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
legal@axon.com

Agency:  
Attn:  
Street Address  
City, State, Zip  
Email


**18.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

### Axon Enterprise, Inc.

DocuSigned by:  
Signature:   
55DAEBB131A4424...  
Name: Robert Driscoll  
Title: VP, Assoc. General Counsel  
Date: 3/5/2020 | 6:55 PM MST

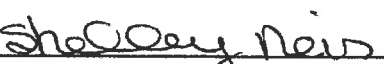
### Agency

Signature:   
Name: Laurel Prevetti  
Title: Town Manager  
Date: March 4, 2020

Approved as to Form:

  
Robert Schultz, Town Attorney

Attest:

 3/4/2020  
Shelley Neis, Town Clerk



## Master Services and Purchasing Agreement

### Axon Cloud Services Terms of Use Appendix

#### 1 **Definitions.**

**"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

- 2 **Subscription Term.** For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("**Axon Evidence Subscription Term**").

- 3 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

- 4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

- 5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 6 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and

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Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 7 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

- 8 **Storage.** For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption

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or errors before Agency uploads data to Axon Cloud Services.

- 12 Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 12.2.** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - 12.3.** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 12.4.** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 12.5.** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 12.6.** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - 12.7.** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 13 After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 14 Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 16 Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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### Professional Services Appendix

- Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, additional days are \$2,500 per day. BWC Full Service options include:

<b>System set up and configuration</b> <ul style="list-style-type: none"> <li>Setup Axon View on smartphones (if applicable)</li> <li>Configure categories and custom roles based on Agency need</li> <li>Register cameras to Agency domain</li> <li>Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> <li>One on-site session included</li> </ul>
<b>Dock configuration</b> <ul style="list-style-type: none"> <li>Work with Agency to decide the ideal location of Docks and set configurations on Dock</li> <li>Authenticate Dock with Axon Evidence using admin credentials from Agency</li> <li>On-site assistance, not to include physical mounting of docks</li> </ul>
<b>Best practice implementation planning session</b> <ul style="list-style-type: none"> <li>Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies</li> <li>Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management</li> <li>Provide referrals of other agencies using the Axon camera devices and Axon Evidence</li> <li>Recommend rollout plan based on review of shift schedules</li> </ul>
<b>System Admin and troubleshooting training sessions</b> Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
<b>Axon instructor training (Train the Trainer)</b> Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
<b>Evidence sharing training</b> Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
<b>End user go-live training and support sessions</b> <ul style="list-style-type: none"> <li>Assistance with device set up and configuration</li> <li>Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<b>Implementation document packet</b> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
<b>Post go-live review</b>

- Body-Worn Camera 1-Day Service (BWC 1-Day).** BWC 1-Day includes one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, additional on-site assistance is \$2,500 per day. The BWC 1-Day options include:

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### System set up and configuration (Remote Support)

- Setup Axon Mobile on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

### Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

### Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC 1-Day Service Package, except one day of on-site services.

- 5 **CEW Services Packages.** CEW Services Packages are detailed below:

### System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

### Best practice implementation planning session to:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.

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- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

### **TASER CEW inspection and device assignment**

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

### **Post go-live review**

**For the CEW Full Service Package:** On-site assistance included.

**For the CEW Starter Package:** Virtual assistance included.

## **6 Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

### **Archival of CEW Firing Logs**

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

### **Return of Old Weapons**

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

## **7 Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount

Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount

Reattachment of the holster to the mount using appropriate screws

Functional testing of Signal Sidearm device

## **8 Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

## **9 Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

## **10 Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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- 11** **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 12** **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13** **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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### Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Officer Safety Plan Standard.** The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera ("**BWC**") and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 4 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an OSP 7 bundle.

Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During the Term, you will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An Upgrade includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included in the OSP 7 bundle. The Axon Records subscription will begin upon the start of the OSP 7 Term and end at the end of the OSP 7 Term, as defined below.

- 5 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month. For phased deployments, each phase has its own start and end date based on the phase's first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date ("**OSP 7 Term**").

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- 6 **TAP BWC Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts ("**BWC Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new BWC of Agency's choice.
- 7 **TAP Dock Upgrade.** If Agency purchased 3 years of Dock TAP and makes all payments, Axon will provide Agency a new Axon Dock 3 years after TAP starts ("**Dock Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or Dock TAP and makes all payments, Axon will provide Agency a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.
- 8 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the second BWC and Dock Upgrade 60 days before the end of the Term without prior confirmation from Agency.
- 9 **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 10 **Return of Original Device.** If Axon provides a warranty replacement 6 months before the date of a BWC Upgrade or Dock Upgrade, the replacement is the upgrade. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 11 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 11.1. TAP and OSP coverage terminates as of the date of termination and no refunds will be given.
  - 11.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 11.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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### TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Term.** If Agency purchases TASER 7 as part of OSP 7 or 7 Plus, TASER 7 starts on the OSP 7 start date. Otherwise, the start date is based on shipment of TASER 7 hardware. If Axon ships TASER 7 hardware in the first half of the month, TASER 7 starts the 1st of the following month. If Axon ships TASER 7 hardware in the second half of the month, TASER 7 starts the 15th of the following month ("**TASER 7 Start Date**"). TASER 7 will end upon completion of the associated TASER 7 subscription in the Quote ("**TASER 7 Term**"). For phased deployments, each phase will have its own 60-month term, with start dates as described above.
- 2 **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 3 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the TASER 7 Start Date. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 4 **Extended Warranty.** If the Quote includes a TASER 7 plan (TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. The extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term.
- 5 **Trade-in.** If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from TASER 7 Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 6 **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.
- 7 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices

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during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

- 8 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.
- 9 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
  - 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
  - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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### Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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### Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **CradlePoint.** If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Evidence Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.
- 3 **Third-party Installer.** If Agency (a) installs Axon Fleet and related hardware without "train the trainer" Services from Axon; (b) does not follow instructions provided by Axon during train the trainer; or (c) uses a third-party to install the hardware (collectively, "**Third-party Installer**"), Axon will not be responsible for Third-party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for the failure of Axon Fleet hardware to operate per Axon's specifications or damage to Axon Fleet hardware due to a Third-party Installer. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third-party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third-party Installer.
- 4 **Wireless Offload Software.**
  - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
  - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
  - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
  - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Wireless Microphone.** The Axon Fleet Wireless Microphone subscription is a 5-year term. If this Agreement terminates for any reason before the end of the 5 years, Agency must pay the remaining MSRP for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless



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Microphone to Axon.

- 6 **Fleet 2 Unlimited.** Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide a 4-year extended warranty on Axon Fleet camera hardware.
- 7 **Fleet 2 Unlimited Upgrade.** For Axon Fleet 2 Unlimited, 5-years after the start of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase, Axon will provide Agency a new front and new rear Axon Fleet camera that is the same or like Device, at Axon's sole option ("**Axon Fleet Upgrade**"). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

- 8 **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:
  - 8.1. Axon Fleet Unlimited coverage terminates, and no refunds will be given.
  - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.
  - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.



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### Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus. Axon Aware Plus includes Axon Aware.

- 1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 **LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 5 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.



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### Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Studio, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance as part of a bundled offering, the subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Evidence Terms of Use Appendix also apply to Portal Content.
- 3 **Performance Auto-Tagging Data.** In order to provide Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



## Master Services and Purchasing Agreement

### Axon Commander™ Software Appendix

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
  - 3.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
  - 3.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
  - 3.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
  - 3.5 use trade secret information contained in Commander;
  - 3.6 resell, rent, loan or sublicense Commander;
  - 3.7 access Commander to build a competitive device or service or copy any features, functions or graphics of Commander; or
  - 3.8 remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Agency must immediately destroy Commander, including all copies, adaptations and merged portions in any form.



## Master Services and Purchasing Agreement

### Axon Application Programming Interface Appendix

#### 1 **Definitions.**

**"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

**"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

**"Axon Evidence Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

**"Use"** means any operation on Agency's data enabled by the supported API functionality.

#### 2 **Purpose and License.**

**2.1.** Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

**2.2.** Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

**2.3.** Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

#### 3 **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

#### 4 **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1.** use API Service in any way other than as expressly permitted under this Agreement;
- 4.2.** use in any way that results in, or could result in, any security breach to Axon;
- 4.3.** perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4.** interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5.** reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6.** create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7.** provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;





## Master Services and Purchasing Agreement

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- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
  - 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
  - 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.
5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:
- 5.1. the design, structure and naming of API Service fields in all responses and requests;
  - 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
  - 5.3. the structure of and relationship of API Service resources; and
  - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



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### Advanced User Management Appendix

- 1 **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
- 2 **Pricing.** Agency must purchase Advanced User Management for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 3 **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



## Master Services and Purchasing Agreement

### Axon Channel Services Appendix

**1 Definitions.**

**"Axon Digital Evidence Management System"** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

**"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

**"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

**2 Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

**3 Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule

**4 Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

**5 Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

**6 Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

**7 Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

**8 Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

**8.1.** Make available its relevant systems for assessment by Axon (including making these

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- systems available to Axon via remote access);
- 8.2.** Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
  - 8.3.** Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
  - 8.4.** Ensure all appropriate data backups are performed;
  - 8.5.** Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
  - 8.6.** Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
  - 8.7.** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



## Master Services and Purchasing Agreement

### VIEVU Data Migration Appendix

- 1 **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

- 2 **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 3 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 4 **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
- 5 **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
- 6 **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
  - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue.
  - 6.2. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs.
  - 6.3. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.
- 7 **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data

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within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.

- 8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
- 9 **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.

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### Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
  - 2.1. A Full-Time ASE will work on-site four (4) days per week.
  - 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
  - 2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

#### **Ongoing System Set-up and Configuration**

- Assisting with assigning cameras and registering docks
- Maintaining Agency's Axon Evidence account
- Connecting Agency to "Early Access" programs for new devices

#### **Account Maintenance**

- Conducting on-site training on new features and devices for Agency leadership team(s)
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly meetings to cover current issues and program status

#### **Data Analysis**

- Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
- Comparing Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

#### **Direct Support**

- Providing on-site, tier 1 and tier 2 technical support for Axon devices
- Proactively monitoring the health of Axon equipment
- Creating and monitoring RMAs on-site
- Providing Axon app support
- Monitoring and testing new firmware and workflows before they are released to Agency's production environment

#### **Agency Advocacy**

- Coordinating bi-annual voice of customer meetings with Axon's Device Management team
- Recording and tracking Agency feature requests and major bugs

### 3 **Regional ASE Scope of Services**

- 3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
- 3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

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- 3.3.** The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

### **Account Maintenance**

- Conducting remote training on new features and devices for Agency's leadership
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly conference calls to cover current issues and program status
- Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

### **Direct Support**

- Providing remote, tier 1 and tier 2 technical support for Axon devices
- Creating and monitoring RMAs remotely

### **Data Analysis**

- Providing quarterly Axon usage data to identify trends and program efficiency opportunities
- Comparing an Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

### **Agency Advocacy**

- Coordinating bi-yearly Voice of Agency meetings with Device Management team
- Recording and tracking Agency feature requests and major bugs

- 4 Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5 ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

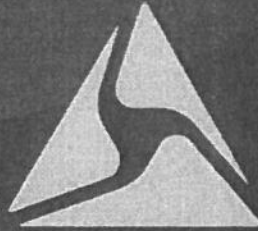




## Master Services and Purchasing Agreement

### Redaction Services Appendix

- 1 **Scope.** Each month of Axon Redaction Service, Agency may utilize up to the number of redacted videos included on the Quote, or the maximum number of hours, whichever comes first. In order to be considered one video, a video an Agency submits to Axon for redaction must be less than 1 hour. If a video is longer than 1 hour, it will be rounded up to the next hour. For example, if Agency submits a video for redaction and that video is 150 minutes, the video will be considered 3 hours. Agency may not rollover unused redactions and hours from one month to the next.
- 2 **Agency Responsibilities.**
  - 2.1. **Access.** Agency will create an account for Axon within Agency's Axon Evidence tenant. Agency must provision Axon to have only permission to view and redact videos identified for redaction. Upon completion of work or on a periodic basis in alignment with Agency's policy, Agency must manage or disable Axon's access within Agency's Axon Evidence tenant.
  - 2.2. **Policy.** Agency is responsible for providing Axon Agency's standard policy regarding redaction ("**Redaction Policy**"). The Redaction Policy should identify typical objects and audio that need to be redacted from video. Axon will redact videos per the Redaction Policy unless otherwise instructed in writing.
- 3 **Submission.** Agency will identify video for redaction and will submit requests to redactionservices@axon.com. Axon will redact the video according to the Redaction Policy within 72 hours. The redaction will be performed using Axon Evidence's Redaction Studio.
- 4 **Security.** Axon will use CJIS certified employees to perform all redaction services. Axon employees will perform all redactions in a CJIS compliant room.
- 5 **Acceptance of Redacted Video.** Upon completing the redaction, Axon will assign the redacted video to Agency. Agency will review the video within 5 business days of receipt and notify Axon of any required changes. If changes are necessary, Axon will perform such changes within 48 hours of notification. In the event Agency does not notify Axon of any requested changes within 5 business days of receipt of the redacted video, Axon will deem the redacted video accepted by Agency.
- 6 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.



# AXON

**Los Gatos Police Dept. - CA**

**AXON SALES REPRESENTATIVE**

Thom Ruseva-Mahan

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**ISSUED**

**2/5/2020**

Q-244606-43866.851TR

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**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-244606-43866.651TR**

Issued: 02/05/2020

Quote Expiration: 03/31/2020

Account Number: 112743

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Michael D'Antonio  
Los Gatos Police Dept. - CA  
15900 Los Gatos Boulevard  
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**BILL TO**

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**PRIMARY CONTACT**

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**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
85035	EVIDENCE.COM STORAGE		8,000	0.75	0.75	6,000.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		4	468.00	468.00	1,872.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		44	180.00	130.08	5,723.52
80052	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 1 PAYMENT		44	180.00	180.00	7,920.00
85110	EVIDENCE.COM INCLUDED STORAGE		120	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		440	0.00	0.00	0.00
73652	AWARE A/V SERVICE LINE: 5 YEAR		44	0.00	0.00	0.00
<b>Hardware</b>						
73202	AXON BODY 3 - NA10		44	699.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		5	1,495.00	1,495.00	7,475.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		5	42.00	42.00	210.00
73253	5 Year Technology Assurance Plan Warranty AB3 Camera		44	0.00	0.00	0.00
73255	5 Year Technology Assurance Plan Warranty AB3 Dock 8 Bay		5	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		49	0.00	0.00	0.00

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**Year 1 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		44	0.00	0.00	0.00
<b>Other</b>						
73260	Technology Assurance Plan AB3 Annual Payment		44	336.00	336.00	14,784.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		5	0.00	0.00	0.00
73403	Aware Annual Payment		44	108.00	0.00	0.00
<b>Services</b>						
85144	AXON STARTER		1	2,750.00	2,750.00	2,750.00
Subtotal						48,414.52
Estimated Shipping						0.00
Estimated Tax						2,454.55
Total						50,869.07

**Spares**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
73202	AXON BODY 3 - NA10		1	699.00	0.00	0.00
73253	5 Year Technology Assurance Plan Warranty AB3 Camera		1	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		1	0.00	0.00	0.00
Subtotal						0.00
Estimated Tax						0.00
Total						0.00

**Year 2**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		4	468.00	468.00	1,872.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		44	180.00	367.23	16,158.12
80053	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 2 PAYMENT		44	180.00	180.00	7,920.00
85110	EVIDENCE.COM INCLUDED STORAGE		120	0.00	0.00	0.00

**Year 2 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>						
85110	EVIDENCE.COM INCLUDED STORAGE		440	0.00	0.00	0.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
85035	EVIDENCE.COM STORAGE		8,000	0.75	0.75	6,000.00
<b>Other</b>						
73260	Technology Assurance Plan AB3 Annual Payment		44	336.00	336.00	14,784.00
73403	Aware Annual Payment		44	108.00	0.00	0.00
Subtotal						48,414.12
Estimated Tax						1,502.34
Total						49,916.46

**Year 3**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		4	468.00	468.00	1,872.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		44	180.00	367.23	16,158.12
80054	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 3 PAYMENT		44	180.00	180.00	7,920.00
85110	EVIDENCE.COM INCLUDED STORAGE		120	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		440	0.00	0.00	0.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
85035	EVIDENCE.COM STORAGE		8,000	0.75	0.75	6,000.00
<b>Other</b>						
73260	Technology Assurance Plan AB3 Annual Payment		44	336.00	336.00	14,784.00
73403	Aware Annual Payment		44	108.00	0.00	0.00
Subtotal						48,414.12
Estimated Tax						1,502.34
Total						49,916.46

**Year 4**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		4	468.00	468.00	1,872.00

**Year 4 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>						
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		44	180.00	367.23	16,158.12
80055	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 4 PAYMENT		44	180.00	180.00	7,920.00
85110	EVIDENCE.COM INCLUDED STORAGE		120	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		440	0.00	0.00	0.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
85035	EVIDENCE.COM STORAGE		8,000	0.75	0.75	6,000.00
<b>Other</b>						
73260	Technology Assurance Plan AB3 Annual Payment		44	336.00	336.00	14,784.00
73403	Aware Annual Payment		44	108.00	0.00	0.00
Subtotal						48,414.12
Estimated Tax						1,502.34
Total						49,916.46

**Year 5**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		4	468.00	468.00	1,872.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		44	180.00	367.23	16,158.12
80056	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 5 PAYMENT		44	180.00	180.00	7,920.00
85110	EVIDENCE.COM INCLUDED STORAGE		120	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		440	0.00	0.00	0.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
85035	EVIDENCE.COM STORAGE		8,000	0.75	0.75	6,000.00
<b>Other</b>						
73260	Technology Assurance Plan AB3 Annual Payment		44	336.00	336.00	14,784.00



Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73403	Aware Annual Payment		44	108.00	0.00	0.00
					Subtotal	48,414.12
					Estimated Tax	1,502.34
					Total	49,916.46
Grand Total						250,534.91



## Discounts (USD)

Quote Expiration: 03/31/2020

List Amount	266,530.00
Discounts	24,459.00
<b>Total</b>	<b>242,071.00</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1	50,869.07
Spares	0.00
Year 2	49,916.46
Year 3	49,916.46
Year 4	49,916.46
Year 5	49,916.46
<b>Grand Total</b>	<b>250,534.91</b>



Tax is subject to change at order processing with valid exemption.

### Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:

*L. Prevetti*

Date:

*March 4, 2020*

Name (Print):

*Laurel Prevetti*

Title:

*Town Manager*

PO# (Or write  
N/A):

Please sign and email to Thom Ruseva-Mahan at [tmahan@axon.com](mailto:tmahan@axon.com) or fax to

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		SFDC Contract #:  Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 5/2/2023

ITEM NO: 11

DESK ITEM

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DATE: May 2, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Approve a First Amendment to the Axon Body Worn Camera Agreement for an Increase of \$25,095 for a Total Agreement Not-to-Exceed Amount of \$275,629 Consisting of the Following:  
a. Increase Total Quantity of Axon Body-Worn Camera Equipment and Charging Docks Not to Exceed a Total of \$15,095; and  
b. Increase Axon Digital Evidence Storage Capacity for Audio and Video Recordings Not to Exceed a Total of \$10,000

**REMARKS:**

Staff is recommending deferral to May 16, 2023, to allow the preparation of a second amendment to the agreement.

**Attachments Previously Received with the Staff Report:**

1. First Amendment with Original Agreement

**PREPARED BY:** Wendy Wood  
Town Clerk

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Reviewed by: Town Manager, Police Chief, Town Attorney, and Finance Director

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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/02/2023

ITEM NO: 12

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DATE: April 18, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Receive the 2022 Complete Streets Transportation Commission (CSTC)  
Accomplishments and Provide Direction on the CSTC 2023 Work Plan

**RECOMMENDATION:**

Receive the 2022 Complete Streets Transportation Commission (CSTC) accomplishments and provide direction on the CSTC 2023 Work Plan.

**BACKGROUND:**

The Complete Streets and Transportation Commission was created in 2019 to advise the Town Council on current trends and experience in enhancing all modes of travel in Los Gatos. The emphasis on all modes of transportation included topics such as grants, infrastructure, safety, traffic congestion, traffic calming, and parking, as well as the original responsibility for the review and recommendation of actions related to bikeways, pedestrian paths and walkways, and Safe Routes to School.

Attachment 1 is a summary of CSTC accomplishments for 2022.

In considering its work plan for 2023, the CSTC considered the Town Council Strategic Priorities for 2023-2025. The Traffic and Transportation Strategic Priorities are:

1. Comprehensive Parking Study
  - Short, Medium, and Long-Term Actions
2. Transportation Demand Management
  - Measure B Transportation Projects Bicycle & Pedestrian Improvements
  - Bicycle and Pedestrian Improvements
  - Community Shuttle
  - Summer/Rush Hour/School Traffic
3. Regional Transportation Issues Traffic Calming/Safety for All Users

**PREPARED BY:** Tracy Wang  
Transportation and Mobility Manager

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

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SUBJECT: Receive the 2023 Complete Streets Transportation Commission Accomplishments and Provide Direction on its 2023 Work Plan

DATE: April 18, 2023

BACKGROUND (continued):

Pursuant to the Town Council's endorsement of the Senior Services Roadmap in February, the Council referred the Year 1 Transportation Action items to the CSTC during the March 7, 2023 meeting, "for consideration and addition to its work plan for 2023." The Year 1 Action Items in the Senior Roadmap are:

- Form senior transportation advisory committee (tracking, input, advocacy)
- Promote availability of mobility options and information
- Increase use of existing Bus 27 and advocate for expanded local transit services
- First steps:
  - Establish collaboration with Commissions and form a Senior Transportation Advisory Committee
  - Start exploring shuttle options
  - Expand community knowledge of available mobility options
  - Take action to create a more walkable Town

DISCUSSION:

During its April 2023 meeting, the CSTC discussed the Council Priorities and the Senior Roadmap and voted to create two ad hoc committees: Senior Services Transportation and Transportation Demand Management. A third ad hoc committee was created in February 2023 on the topic of Traffic Safety. The Traffic Safety ad hoc committee has created a charter and basic description of what they plan to tackle and that is presented in Attachment 2.

Staff provided guidance and suggestions for each of the ad hoc committees to consider as they work through their respective topic areas. This information is in Attachment 3.

The Commission also expressed strong interest in the Council Priority related to Summer / Rush Hour / School Traffic and recognized that the issue of addressing school traffic would be best addressed through the Youth Commission. To that end, the CSTC passed a motion to request that Town Council direct the Youth Commission to take up this issue in its work plan.

CONCLUSION:

The 2023 Work Plan recommends tasks specific to Transportation Demand Management (TDM), transportation services for seniors, and traffic calming/safety . This aligns with the purpose of the Commission to focus on all modes of transportation, the Town Council's strategic priorities, the Senior Services Roadmap, as well as the goals, policies, and action items outlined in the Mobility and Environmental Elements of the General Plan. In addition, the Commission approved the motion to recommend the Youth Commission to take on the task of researching incentives for high schoolers to use alternative modes of travel.

PAGE 3 OF 3

SUBJECT: Receive the 2023 Complete Streets Transportation Commission  
Accomplishments and Provide Direction on its 2023 Work Plan

DATE: April 18, 2023

COORDINATION:

This agenda item was coordinated with the Complete Streets Transportation Commission.

FISCAL IMPACT:

This agenda item has no fiscal impact.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. 2022 CSTC Accomplishments
2. Traffic Safety Ad Hoc Committee Charter
3. 2023 CSTC Work Plan Overview

## 2022 Complete Streets Transportation Commission Accomplishments

### **JANUARY:**

- Two members of the Commission met with the consultants doing the Roadway Safety Plan for a tour of the Almond Grove.

### **FEBRUARY:**

- Evaluated E-scooters with presentation by Bird, interview with San José, and review of case study from Fairfax, Virginia.

### **MARCH:**

- Received report of the Local Roadway Safety Plan which Town Council approved in April 2022.
- Received update regarding Downtown Parking and Wayfinding.
- Conducted an accessible parking audit of downtown.
- ADA Parking - recommended not proceeding with downtown ADA parking pilot based on review of data collected that showed broad availability of van accessible parking. This was presented to Council at its March 1, 2022 meeting.
- Assessed and reported on sufficiency of bike parking at town shopping centers. Provided information to help businesses bring bike parking up to expectations emailing shopping center owners with results from the November 2021 audit and recommendations specific to each shopping center.

### **APRIL:**

- Organized and staffed bike valet parking at Town events such as Spring into Green and the Holiday Parade in December.

### **MAY:**

- Provided an energizer station during Bike to Wherever Days.
- E-Scooters – Considered use of e-scooters and did not find a compelling reason to move forward due to staff workload and assumption that the program would mainly be used by non-residents. Council agreed at its June 21, 2022 meeting and work on this effort and other shared mobility ceased.

### **NOVEMBER:**

- Stayed informed and reviewed programs related to Safe Routes to School. This included reviewing results of the 2022 Student Travel Survey results collected in the month of November 2022.
- Safety on Mountain Roads – Recommended signage, sharrows, and Portable Changeable Message Signs for five roads and considered rumble strips for mountain and rural roads with the Town of Los Gatos.

## 2022 Complete Streets Transportation Commission Accomplishments

### CONTINUOUS:

- Stayed informed and reviewed project updates related to Connect Los Gatos projects such as Winchester Complete Streets, Blossom Hill Safety Improvements, the Blossom Hill Bicycle and Pedestrian Overcrossing, and the Shannon Road Bicycle and Pedestrian project. This also included providing input and support for funding plans for the Los Gatos Creek Trail to Highway 9 Trailhead Connector project.
- Accepted verbal reports on projects such as on E. Main Street Crosswalk concept design and recommended support for projects such as the Blossom Hill Road Traffic Safety Project (Camelia Terrace to Cherry Stone) concept design and the funding plan for the Los Gatos Creek Trail to Highway 9 Trailhead Connector project construction.

## **Ad Hoc Committee on Traffic Safety Background and Charter**

The following information is excerpted from information provided by the ad hoc Traffic Safety Committee.

### **Background**

The CSTC has created a new Ad Hoc committee on Traffic Safety. This need has been raised previously, due to concerns about speeding and reckless driving since the pandemic, but has been brought into sharp attention recently, due to the two fatalities on Blossom Hill Road this year.

While this new ad hoc committee still has work ahead of them, they have identified the fact that there are existing studies and roadmaps to understand and improve town traffic safety. The [Los Gatos Local Roadway Safety Plan](#) (LRSP), completed in April 2022, analyzes collision history from 2015-2019, identifies emphasis areas where collisions are more frequent, and makes recommendations to improve safety.

Likewise, the [Los Gatos Bike and Pedestrian Master Plan](#) (BPMP), first adopted in 2017 and with a progress report created this year, with an online story map, lays out recommended infrastructure improvements designed to increase safety for cyclists and pedestrians.

The [General Plan 2040](#) (GP2040) Mobility Element (Chapter 5) encompasses many of the recommendations from these two documents.

The Traffic Safety Ad Hoc committee will be reviewing these documents and making recommendations for the highest priority actions, as well as bringing any new recommendations they identify based on new information. We'll also be highlighting recommendations that will impact traffic safety quickly, so that we can see improvements without waiting for long-term infrastructure projects to be completed.

The bottom line is that this is not a new area: studies and prioritizations have already been done and clearly outline the same road and safety problems on our roads. CSTC strongly urges the Town Council to allocate budget for the implementation proposals recommended in the BPMP, LRSP and GP2040.

### **Charter of the Ad Hoc Committee on Traffic Safety**

Prepare a report for the Commission and the Town Council on traffic safety that outlines the most pressing issues, as well as general recommendations for potential solutions. The report should include:

- A review of feedback from town residents on traffic safety issues
- Assessment and information gathering about traffic safety measures being implemented by other towns in our area;
- A review of priorities laid out by:
  - The General Plan 2040 Mobility Element



## **Ad Hoc Committee on Traffic Safety Background and Charter**

- The Local Roadway Safety Plan
- The Bike and Ped Master Plan
- General recommendations on how to move forward to improve traffic safety. These may include roadway design but should also consider other tools, including:
  - Policy
  - Technology
  - Vehicle safety education
  - Bike/ped safety education
  - Lighting / visibility
  - Signage
  - Speed
  - Enforcement

## 2023 CSTC Work Plan Overview

Ad Hoc Committee	Supports Council Priorities	Work Plan Ideas	Supports Adopted Plans
Transportation Demand Management	<p>General Transportation Demand Management (i.e., overall reduction in vehicle trips by car)</p> <p>Bicycle and Pedestrian Improvement Projects</p>	<ul style="list-style-type: none"> <li>• Research transit subsidy/reduced fare programs</li> <li>• Research carpool programs</li> <li>• Research e-bike rent-to-own/subsidy programs</li> <li>• Develop map of bike rack locations and recommend new locations</li> <li>• Consider long term bike lockers downtown</li> <li>• Consider e-bike charging stations for downtown</li> <li>• Recommend outreach ideas for virtual bike detection technology installed with smart signals program</li> <li>• Consider ways to increase awareness of the Bicycle and Pedestrian Master Plan and the Safe Routes to School Program</li> <li>• Bike parking audit for shopping centers (Semi-annual)</li> </ul>	<p>GP MOB-5.1: Support a non-driving Los Gatos by reducing reliance on the automobile and providing alternative modes of transportation.</p> <p>Senior Services Roadmap goal to expand mobility services - auto, bicycle, walking, &amp; public transportation and task of Achieve increased community use of existing Bus 27 and use data to advocate for expanded local VTA transit services.</p>
Senior Services	<p>Senior Services Roadmap Year 1 Priorities</p> <p>Community Shuttle</p>	<ul style="list-style-type: none"> <li>• Liaison with Senior Commission</li> <li>• Research shuttle options, especially weekend and evenings</li> <li>• Increase use of VTA Bus 27</li> <li>• Expand community knowledge and promote use of mobility options</li> <li>• Consider pedestrian crossing enhancements such as solar powered flashing beacons</li> </ul>	<p>GP MOB-6.6: Coordinate with appropriate agencies to provide and expand transit services for seniors, school children, low-income people, and people with disabilities. GP Implementation Program D: Evaluate a community shuttle system to serve transit needs within the Town limits that is linked to and coordinated with other transit services</p> <p>The Senior Services Roadmap included a goal of enhanced transportation options for older adults of which a key project is to expand mobility options including evening and weekends. Also supports roadmap goals of immediately exploring community shuttle options and goal of implementing community shuttle within three years.</p>

## 2023 CSTC Work Plan Overview

Ad Hoc Committee	Supports Council Priorities	Work Plan Ideas	Supports Adopted Plans
Traffic Safety	Traffic Calming/Safety for All Users	<ul style="list-style-type: none"> <li>• Review resident feedback on areas of concern</li> <li>• Survey nearby communities and assess safety strategies they have used</li> <li>• Review existing planning documents to identify previously defined priorities</li> <li>• Develop report with recommendations around policies, programs and projects</li> </ul>	<p>GP MOB-9.1: Consider traffic-calming devices (i.e., lane narrowing, widening medians, or landscaping) to discourage cut-through vehicle traffic, where appropriate</p> <p>GP MOB-8: Provide a safe, efficient, and well-designed roadway network transportation system. (street improvements, roundabouts, safety in roadway design)</p> <p>May support CHSSC project for advocating for an age friendly walking plan with relation to " Create a more walkable Town through safer and more accessible sidewalks and crosswalks, enhance signage, pavement markings, evaluate extended traffic signal timing"</p>
Refer to Youth Commission	Summer/Rush Hour/School Traffic Regional Transportation Issues	Research what would incentivize high schoolers to not drive to school	GP ENV-9.9 Carpool, Walk, Bike to School: Work with local school districts to encourage carpooling, walking, and biking to schools



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/02/2023

ITEM NO: 13

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DATE: April 27, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Receive the Report and Provide Direction on Potential Changes to the Town's Transportation Impact Fee

**RECOMMENDATION:**

Receive the report and provide direction on potential changes to the Town's Transportation Impact Fee.

**BACKGROUND:**

The Town of Los Gatos adopted its first Traffic Impact Policy and Traffic Impact Mitigation Fees in 1991 in accordance with California Mitigation Fee Act (AB 1600). The Town's current Traffic Impact Policy is defined in Council Policy 1-08 (see Attachment 1). At present, the Town charges new development a traffic impact fee at a rate of \$1,015 per new Average Daily Trip. The Average Daily Trip of every new development is estimated based on engineering analysis provided as part of the development application. A single-family residence generates an average of 9.44 trips per day, and new homes in Los Gatos currently pay an impact fee of \$9,581.60. Commercial and multi-family developments pay multiples of the \$1,015 depending on the number of vehicle trips expected to be generated, but also receive credits based on existing uses and pass-by trips.

Council Policy 1-08 was last updated in December 2021 to reflect the use of Vehicle Miles Traveled (VMT) as a means of evaluating traffic impacts in addition to the standard level of service/traffic generation model that previously existed. Traffic impact fees were not updated at that time, the Council action from that date authorized staff to update the Traffic Impact Fee.

In 2021 in Assembly Bill 602 the State of California implemented certain changes to AB 1600. Specifically, jurisdictions that charge impact fees must: 1) complete an impact fee nexus study;

**PREPARED BY:** Nicolle Burnham  
Director, Parks and Public Works

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Reviewed by: Town Manager, Town Attorney, Community Development Director, and Finance Director

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BACKGROUND (continued):

2) calculate the fees based on square footage of the proposed units (or justify why square footage cannot be used); and 3) update the nexus study every eight years.

Since early 2022, staff has been working with DKS Associates to complete a transportation nexus study, update the traffic impact fee, and consider a VMT Impact fee. Allowable charges developed through this study must show:

1. A reasonable relationship between new development and the need for public facilities, in this case transportation related infrastructure;
2. A reasonable relationship between new development and the use of fee revenue for public facilities to accommodate that development; and
3. A reasonable relationship between the amount of the fee and the portion of public facilities cost associated with new development.

DISCUSSION:

In their most basic form, transportation related impact fees are calculated by determining the dollar value for the design and construction of improvements deemed necessary to support future development without worsening traffic and dividing the cost of those improvements by the amount of new development projected to occur. Work completed to date and described in this report includes:

1. Identification of projects that would be funded through the impact fee program and their associated design and construction costs;
2. Determination of the amount of development (e.g., number of housing units, amount of retail and commercial, etc.) that would pay into the fee program; and
3. Identification of the resulting maximum fee for each land use type.

In considering this item, Town Council should specifically provide direction regarding: the maximum fee or some lower fee amount; the amount and type of public outreach that should be provided prior to returning to Town Council for fee adoption; and Town Council interest in credit programs to incentivize certain types of development.

Note that in this memo, and in future memos on this topic staff is changing the nomenclature regarding this program. In the past the term Traffic Impact Fee has been used to describe the program and its associated fee. In this memo and in future writings on this topic, the term Traffic Impact Program (TIP) is used to describe the overall fee program. The TIP is comprised of two different fee components:

- *Transportation Improvement Fee (TIF)*: The Transportation Improvement Fee collects funds to expand transportation infrastructure and accommodate increased travel demand from new development. Sample projects include expanding and improving traffic signals, roads, bridges, and safety projects. The current TIF only addresses this component of the fee.

DISCUSSION (continued):

- *Vehicles Miles Traveled (VMT) Reduction Fee:* The VMT Reduction Fee collects funds to decrease demand for driving and focuses on mitigating car travel from new development by supporting other travel modes such as transit, bicycling/walking, and charging for parking. Sample projects include new bike lanes and sidewalks. This would be a new fee that the Town does not currently have.

**PROJECT LIST AND COSTS**

As noted above, the proposed TIP is underpinned by a list of projects that the Town would like to see completed to continue to improve traffic and transportation infrastructure and mitigate the impact of future development. The project list was developed from previously adopted planning documents including the Bicycle and Pedestrian Master Plan, the General Plan (2020 and 2040), Local Road Safety Plan, and prior capital improvement project lists. The list was segregated between traffic impact related projects and VMT related projects.

Attachment 2 lists the specific projects included in the fee calculation, their total cost, the amount of funding anticipated from grants or outside sources, and the cost the Town is expected to pay. Table 1 is a summary of the costs developed and included in the fee calculation.

**Table 1. Summary of Project Types and Costs**

	<b>Transportation Improvement Fee Project Costs (2022\$)</b>	<b>VMT Reducing Projects (2022\$)</b>	<b>Total (2022\$)</b>
Total Project Costs	\$151,132,533	\$40,523,441	\$191,655,974
Estimated Funding from Other Source (e.g., grants)	\$124,228,307	\$24,721,584	\$148,949,891
Unfunded Cost Allocated to TIP	\$26,904,227	\$15,801,857	\$42,706,083

This value of this list is reflective of the ambitious transportation related programs the Town has adopted. Staff worked to reduce the list to the extent feasible, and earlier iterations had unfunded costs allocated to the Town in excess of \$90 million. As noted earlier, the dollar value in this list directly effects the value of the calculated impact fee so reducing the number of projects on the list directly reduces the fee.

DISCUSSION (continued):**PROJECTED DEVELOPMENT**

Projected development amounts are the second critical component to the fee calculation. The Town's General Plan 2040 Land Use Element and Draft Housing Element were used as the basis for determining the projected amount of single-family, multi-family, retail, office, and industrial development. To calculate an impact fee, the multi-family, retail, office, and industrial development levels are normalized to "dwelling unit equivalents" (DUEs), where a single-family home is one DUE. This converts residential and non-residential land uses to a common unit in terms trip generation characteristics. In other words, the DUE is equivalent to the travel demand produced by a typical single-family dwelling unit using industry standard trip generation rates. Accounting for all land use types and excluding Accessory Dwelling Units (ADUs), which are currently exempt from paying traffic related fees, the net DUEs projected for Los Gatos is 2,021. This number factors directly into the fee calculations.

Table 2 provides the DUE for each land use type. This factors into how much impact fee a development will pay under the updated fee program.

**Table 2. Dwelling Unit Equivalent (DUES) per Land Use Type**

Land Use	Dwelling Unit Equivalent (DUE)
Single-Family (per dwelling unit)	1.00
Multi-Family (per dwelling unit)	0.71
Retail (per 1,000 square feet)	1.40
Office (per 1,000 square feet)	1.23
Industrial (per 1,000 square feet)	0.58

**FEE CALCULATIONS**

The TIF and the VMT Fee are calculated separately using the project costs show in Table 1 and the net DUE of 2,021. In calculating the proposed fees, the current balance of the Traffic Mitigation Fund (which is the account into which all current impact fees are paid) is subtracted from the unfunded cost allocated to the TIP. Table 3 shows the Transportation Improvement and VMT Fee calculations.

DISCUSSION (continued):**Table 3. Traffic Impact Program Fee Calculation Summary**

	<b>Transportation Improvements Fee</b>	<b>VMT Fee</b>
Unfunded Cost Allocated to TIP	\$26,904,227	\$15,801,857
Less Existing Mitigation Fee Fund Balance	(\$1,319,656)	(\$775,084)
Total Unfunded Cost Used in Calculations	\$25,584,570	\$15,026,773
Net DUE's	2,021	2,021
<b>Cost per DUE</b>	<b>\$ 12,661</b>	<b>\$7,437</b>

In its simplest terms, this means that a new single-family home would pay \$20,098 into the TIP, although converting the fee to square footage of the proposed construction (as required per AB602) means the actual fee will vary based on the size of the home. Multi-family, retail, office, and industrial uses would pay multiples of that based on the DUE in Table 2. Table 4 shows the maximum proposed fee per type of development. Attachment 3 compares these fees with the current impact fees for nearby jurisdictions.

**Table 4. Maximum Fee per Land Use Type**

<b>Land Use / Unit Basis of Fee</b>	<b>DUE</b>	<b>VMT Fee</b>	<b>Transportation Improvement Fee</b>	<b>Total Fee</b>
Single-Family / per Dwelling Unit	1.00	\$7,437	\$12,661	\$20,098
Multi-Family / per Dwelling Unit	0.71	\$5,315	\$9,050	\$14,365
Retail / per 1,000 square feet	1.40	\$10,374	\$17,663	\$28,037
Office / per 1,000 square feet	1.23	\$9,141	\$15,564	\$24,706
Industrial / per 1,000 square feet	0.58	\$4,288	\$7,300	\$11,588

As noted earlier, per AB 602, impact fees for residential must be converted to a per square foot basis. The conversion to square footage is based on the average square footage of the housing type. Table 5 shows this conversion.



DISCUSSION (continued):**Table 5. Conversion to Square Foot Fee for Residential**

	<b>VMT Reduction Fee</b>	<b>TIF</b>	<b>Average Unit Size</b>	<b>VMT Fee Per Square Foot</b>	<b>TIF Per Square Foot</b>	<b>TIP Fees Per Square Foot</b>
Single-Family	\$ 7,437	\$ 12,661	1,671	\$ 4.45	\$ 7.58	\$ 12.03
Multi-Family	\$ 5,315	\$ 9,050	884	\$ 6.01	\$ 10.23	\$ 16.24

Development projects will be required to mitigate their VMT impacts as well as support continued expansion of the transportation network. The VMT mitigation fee will not fully mitigate the impacts of an individual development project and additional mitigation strategies may be required for environmental clearance.

Table 6 shows a comparison of the existing fee to the proposed new fee for various developments. As Table 6 demonstrates the conversion of residential fees the per square foot of unit type has a significant impact on the fees paid by residential developments. However, the potential future fee leaves commercial, retail and office paying less than under the existing program.

At present the Council Policy 1-08 exempts all ADUs from transportation impact analysis and traffic impact fees. However, since larger ADUs could support more residents which would create more demand on roads, the Town could consider requiring ADUs larger than 750 square feet to pay a fee proportional to the primary dwelling unit while ADUs smaller than 750 square feet must remain exempt from paying impact fees.

Council may adopt fees at any level up to the fees shown or may adopt different fee levels for each land use (e.g., 100% of proposed fees for commercial and 75% of proposed fees for residential). However, reducing the fees would necessitate additional alternative funding sources to deliver projects on the list and reducing the VMT Fee reduces mitigation effectiveness.

DISCUSSION (continued):**Table 6. Existing Fees vs Proposed Fees**

<b>Project</b>	<b>Fees Paid or Anticipated to be Paid Under Existing Fee Program</b>	<b>Proposed Fee</b>
Accessory Dwelling Unit	\$0	\$0 (per Town Policy)
New Single-Family Residence (hypothetical) (3,000 SF)	\$9,581.60	\$36,090
Multi-family Residential Project (16940 Roberts Rd, 3 condominiums – 1,820, 1,797, and 1,806 SF)	\$23,394.36	\$88,069.52
Redevelopment (16212 Los Gatos Blvd), existing commercial building, 2,312 SF) with proposed retail/office at 6,185 SF <sup>1</sup>	\$251,720	\$91,315
Retail (15600-15650 Los Gatos Blvd, Whole Foods) 40,190 SF Retail <sup>1</sup>	\$2,129,936.19	\$1,126,807.03

## Notes:

1. Fees shown are net. The project receives credit for the existing use and is charged for the expanded/increased use.

**COUNCIL DIRECTION**

Staff is seeking direction on the following items: 1) total fee that might be proposed; 2) consideration of credit programs and for what type of projects; and 3) outreach strategy.

Total Fee

*Option 1: Move forward with both fee components at proposed fee levels*

While this option maximizes funding for Town capital projects, it will result in higher fees than many other jurisdictions.

*Option 2: Reduce or eliminate the VMT fee component*

The fees presented represent the maximum fee the Town could charge. However, Town Council can establish the fee at any rate lower than what is currently presented. While setting a lower rate or eliminating the VMT fee reduces the fee burden on development, it will result in reduced mitigation effectiveness and lower fee revenue. Per Council Policy 1-08, the Town is taking a Town-wide approach for VMT impact mitigation, and the updated fee program is

DISCUSSION (continued):

intended to function as an impact mitigation strategy to support environmental clearance of development projects. Reducing the VMT fee is counter-productive to the original intention of using the fee program as one tool in the environmental clearance process for new development.

*Option 3: Reduce the Transportation Improvement Fee component*

While this option also reduces the fee burden on development, it will result in lower fee revenue and the Town will need additional alternative funding sources to deliver the project list, which may be challenging considering that the estimated cost of the project list already assumes 78% of the funding will be from grants.

Considerations of a Credit Program

Council Policy 1-08 exempts Accessory Dwelling Units (ADUs) of all sizes from payment of the fee. In addition, fees are prorated to reflect existing land uses. For example, a 3,000-square foot retail development proposed at a site that currently has a 1,500-square foot retail development would only be charged impact fees on the new 1,500 square feet.

In considering the new fee, Town Council may want to provide direction for staff to evaluate other potential credits. Credit programs can serve to incentivize the types and location of development that support the Town's goals and policies. For example, credits may include deed restricted affordable housing units for various income levels. Credits may be for 100% of the fees (which would not be recommended) or some lower percentage like 50% or 75%.

Council may also want to consider if the existing ADU exemption should be continued or modified.

If credit programs are of interest to Town Council staff will research credit programs and return with a proposed credit program.

Outreach Strategy

This Council item provides the first opportunity for Town Council and the public to see the fee calculations. Staff recommends that additional outreach be conducted before the fee study is finalized and brought forward for adoption and is seeking input from Council on potential groups that should be included in the outreach.

CONCLUSION:

As a result of Council direction when adopting the Town's VMT policy in December 2021 and recent changes in state law, staff is completing the necessary technical work to update the Town's TIP. The maximum fee has been calculated and would significantly increase impact fees for residential development, while reducing fees for non-residential land uses. Staff is seeking direction from Town Council on the proposed rate, credit programs, and future outreach.

COORDINATION:

This agenda item was coordinated with the Town Manager, Town Attorney, and Finance Director. The Community Development Department has been involved with reviewing the fee options and other technical materials.

FISCAL IMPACT:



There is no fiscal impact associated with Town Council providing direction.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Council Policy 1-08 - Traffic Impact Policy
2. Project List for TIF and VMT Calculations
3. Analysis of Fees for Comparable Jurisdictions

 <div style="display: inline-block; vertical-align: middle;"> <p>TOWN OF <b>LOS GATOS</b> CALIFORNIA</p> </div> <div style="display: inline-block; vertical-align: middle; background-color: #808000; color: white; padding: 10px; text-align: center;"> <p><b>COUNCIL POLICY MANUAL</b></p> <p><i>Small Town Service    Community Stewardship    Future Focus</i></p> </div>		
<b>TITLE:</b> Transportation Impact Policy		<b>POLICY NUMBER:</b> 1-08
<b>EFFECTIVE DATE:</b> January 4, 1988		<b>PAGES:</b> 37
<b>ENABLING ACTIONS:</b> 1991-174; 2014-017, 2016-068; 2017-011		<b>REVISED DATES:</b> 8/5/91; 3/24/14; 12/6/16; 3/21/17; 12/07/2021
<b>APPROVED:</b> <small>DocuSigned by:</small>  <small>17D41F4DB5F744F...</small>		

## PURPOSE

To provide guidance to Town staff and the development community in implementing the provisions of the Town Municipal Code, Chapter 15, Article VII, Traffic Impact Mitigation Fees, and evaluating and mitigating California Environmental Quality Act (CEQA) transportation impacts.

## SCOPE

This Policy is applicable to all land use entitlements, land use projects, and transportation improvements Town-wide.

## POLICY

### I. GENERAL CONDITIONS AND APPLICABILITY

1. Projects that are determined by the Town to generate one or more new net Average Daily Trips (ADT) are subject to this Policy.
2. An Accessory Dwelling Unit (ADU) shall be exempted from the requirements of Transportation Analysis and the Traffic Impact Fees.
3. The Town Council may exempt housing developments for very low, low, and moderate income residents (as defined by Town Ordinance, General Plan, or statute) from all or a portion of the traffic impact mitigation fee upon making a finding that the development provides a significant community benefit by meeting current needs for affordable housing.

<b>TITLE:</b> Transportation Impact Policy	<b>PAGE:</b> 2 of 37	<b>POLICY NUMBER:</b> 1-08
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4. Attachment 1 - Transportation Analysis (TA) Guidelines establish a process to comprehensively and accurately analyze potential project effects (adverse and beneficial) on transportation facilities and services in the Town of Los Gatos and other jurisdictions. The TA Guidelines serve three primary purposes:
  - Provide an evaluation for the California Environmental Quality Act (CEQA) significant impacts and mitigation as a part of the environmental analysis process.
  - Evaluate a project's consistency with the Town's General Plan.
  - Evaluate a project's consistency with the Santa Clara County Congestion Management Program (CMP).

## **II. TRANSPORTATION IMPACT FEES**

1. All Projects that generate one or more new Average Daily Trips are required to pay Transportation Impact Fees, previously known as Traffic Impact Mitigation Fees.
2. All required Transportation Impact Fees shall be paid in full to the Town in association with and prior to issuance of a building permit. If no building permit is required, the fee shall be paid in full prior to issuance of a certificate of use and occupancy, or similar entitlement. The amount due shall be calculated based on the fee in place as approved by the Town Council by resolution at the time the fee is paid.
3. The per trip amount of the fee shall be as set forth by the Town Council by resolution, pursuant to Town Municipal Code, Chapter 15, Article VII, Traffic Impact Mitigation Fees.
4. Fees shall be calculated by multiplying net new ADT by the per trip amount in place at the time the fees are paid.
5. Credit against Transportation Impact Fees due shall be granted up to the amount of the Estimated Project Cost shown on Attachment 2, Town of Los Gatos Traffic Mitigation Improvements Project List, for any listed projects for which the developer, as a condition of approval, is required to either construct at the developer's sole cost or contribute a fixed or percentage amount of funding toward future construction of the listed improvement. Where construction is fully funded and completed by the developer, said credit shall be equal to the Project Cost as shown in Attachment 2. Where payment is a fixed amount or a percentage of Project Cost, credit shall be equal to the actual amount due, whether the project is constructed by the developer or others.

<b>TITLE:</b> Transportation Impact Policy	<b>PAGE:</b> 3 of 37	<b>POLICY NUMBER:</b> 1-08
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6. No credit shall be given for any public right-of-way dedication required for completion of projects listed on Attachment 2.
7. Credit will be given on a case-by-case basis and shall not exceed the impact fee payable. Any request for credit shall be made prior to the payment of the Transportation Impact Fees. No credit shall be given for installation of Town-standard frontage improvements, Project access improvements, or internal circulation improvements.
8. Credit shall only be granted for payment of costs or construction of projects listed in Attachment 2, unless otherwise approved by the Town Council.

### **III. VEHICLE MILES TRAVELLED MITIGATION MEASURES**

1. To mitigate VMT impacts, the project shall be conditioned for implementation of mitigation measures in the following categories:
  - Modify the project's built environment characteristics to reduce VMT generated by the project;
  - Implement transportation Demand Management (TDM) measures to reduce VMT generated by the project; and/or
  - Participate in a VMT fee program and/or VMT mitigation exchange/banking program (if they exist) to reduce VMT from the project or other land uses to achieve acceptable levels.
2. The Town is taking a Townwide approach for VMT impact mitigation. Attachment 3, VMT Reduction Actions for the Town of Los Gatos, provides a framework for mitigating VMT in the Town.

APPROVED AS TO FORM:

DocuSigned by:  
  
 2FE0038555B744C...

Robert Schultz, Town Attorney

<b>TITLE: Transportation Impact Policy</b> Attachment 1 - Transportation Analysis Guidelines	<b>PAGE:</b> 4 of 37	<b>POLICY NUMBER:</b> 1-08
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# Town of Los Gatos

## Transportation Analysis Guidelines

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# 1. Introduction

Transportation Analysis (TA) Guidelines are routinely established by jurisdictions to assess potential transportation effects of proposed projects on the local transportation system. These guidelines are intended to provide a clear and consistent technical approach to evaluating both land use and transportation infrastructure projects within Los Gatos.

These guidelines establish a process to comprehensively and accurately analyze potential project effects (adverse and beneficial) on transportation facilities and services in the Town of Los Gatos and other jurisdictions. This information is essential for decision-makers and the public when evaluating land use development and transportation infrastructure projects. These TA Guidelines serve three primary purposes:

- Provide an evaluation for the California Environmental Quality Act (CEQA) significant impacts and mitigation as a part of the environmental analysis process.
- Guide the Local Transportation Analysis in evaluating a project's consistency with the Town's General Plan Mobility Goals.
- Evaluate a project's consistency with the Santa Clara County Congestion Management Program (CMP).

## 1.1 Intent of TA Guidelines

The Town of Los Gatos General Plan 2040 seeks to “provide a well-connected transportation system that enables safe access for all transportation modes, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities.” The TA Guidelines support this goal by evaluating new projects against the policies of the latest General Plan.

For CEQA-based environmental analysis, these TA Guidelines incorporate the use of vehicle miles traveled (VMT) to disclose the effects of the project on the surrounding environment. Town staff completed an SB 743<sup>1</sup> implementation process, which included the preparation of the *SB 743 Implementation for the Town of Los Gatos* (July 2020) document package. The document package provides detailed technical information pertaining to the options and data considered by the Town of Los Gatos to implement VMT as an impact criterion.

The TA Guidelines present the Town's approach for determining the need for a transportation analysis, its content, and identifying acceptable transportation improvements for land use and transportation projects proposed within Los Gatos. The TA Guidelines establish a transportation analysis protocol for the following:

- Environmental analysis

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<sup>1</sup> Senate Bill 743 (SB 743) changed some of the transportation significance criteria under the California Environmental Quality Act (CEQA). Specifically, vehicle level of service (LOS) is no longer used as a determinant of significant environmental impacts, and a vehicle miles traveled (VMT) analysis is required.

- General Plan consistency
- Congestion Management Program (CMP) evaluation
- Mobility deficiency criteria and thresholds
- Guidance on acceptable transportation improvements

Town staff will review transportation studies and reports based on the process presented in the TA Guidelines. However, each project is unique, and the TA Guidelines are not intended to be prescriptive beyond practical limits. Not all criteria and analyses described in the TA Guidelines will apply to every project. Early and consistent communication with Town staff is encouraged to confirm the type and level of analysis required for each study.

## 1.2 Environmental Evaluation

The TA Guidelines outline the methods and thresholds with which to evaluate projects consistent with the latest *CEQA Statue & Guidelines*.

The latest *CEQA Statue & Guidelines* include revised Appendix G Checklist questions for transportation impact evaluation. The four questions are as follows:

Would the project:

- Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?*
- Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?*
- Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*
- Result in inadequate emergency access?*

## 1.3 Project Types

A TA is prepared for a project before a discretionary action is taken. The following types of projects, which involve development activity or infrastructure changes in and around the Town of Los Gatos and affect the adjacent transportation system, should be evaluated for TA requirements.

- **Land use entitlements** or changes in use requiring discretionary approval by Los Gatos, which include General Plan amendments, specific plans (and related amendments), zoning changes, use permits, planned developments, and tentative subdivision maps; or any modifications of use that would generate 20 or more new Peak Hour (vehicle) Trips or at the discretion of the Town's Traffic Engineer
- **Land use activity** advanced by agencies other than Los Gatos that is subject to jurisdictional review under state and federal law, such as school districts, Santa Clara Valley Transportation Authority (VTA) Board of Directors, and others; or advanced within Los Gatos by agencies other than the Town and inconsistent with the Town's General Plan.

- **Transportation infrastructure modification or expansion**, including capital improvement projects on Town roads, county roads, and state highways that may impact Town facilities and services.

## 1.4 CEQA and Non-CEQA Terminology

To distinguish the CEQA analysis from the non-CEQA analysis (i.e., the local transportation analysis) the analyses apply different terminologies as summarized below in **Table 1**.

<b>Table 1: Comparison of Select CEQA and Non-CEQA Terms</b>	
<b>CEQA Term</b>	<b>Non-CEQA Term</b>
CEQA Transportation Analysis	Local Transportation Analysis
Significance criteria	Threshold or performance standard
Significant impact	Deficiency
Mitigation measure	Mitigation improvement
Baseline Conditions	Existing Conditions and Background Conditions
Future Year Cumulative Conditions	Cumulative Conditions

## 2. Determining the Level of Transportation Analysis

Unless explicitly waived by the Town, a TA may be required when any one of the following conditions is met.

- A project has the potential to create a significant transportation environmental impact under CEQA.
- A project has the potential to generate daily vehicle miles traveled greater than the Town's General Plan future year VMT projections.
- For local transportation analysis, a project has the potential to generate 20 or more new Peak Hour (vehicle) Trips.
- A project that is not consistent with the development density established by existing zoning, community plan, or general plan policies for which an environmental impact report (EIR) was certified, per *CEQA Statue & Guidelines Section 15183*.
- A project will alter physical or operational conditions on a Town pedestrian facility, bicycle facility, transit facility or service, or other transportation facility.
- An Accessory Dwelling Unit (ADU) shall be exempted from the requirements of Transportation Analysis and the Transportation Impact Fees.

In general, a TA is applicable for two to five years. After two or more years of inactivity, a TA may need to be updated to reflect changes in the study environment, including traffic growth and other circulation issues.

Nothing in the Transportation Impact Policy shall prohibit or restrict a Project applicant from completing a local transportation study for a Project anticipated to generate less than 20 new Peak Hour trips.

## 2.1 CEQA Relief for Projects Consistent with General Plan or Zoning

Per *CEQA Statue & Guidelines Section 15183*, projects consistent with a general plan, zoning action, specific plan, and certified environmental impact report (EIR) would not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects. Additionally, projects consistent with a general plan, zoning action, or specific plan where cumulative impact(s) were adequately addressed in a prior EIR would not require further CEQA transportation analysis.

## 2.2 CMP Consistency Screening

Projects should reference the most recent *VTA Transportation Impact Analysis (TIA) Guidelines* to determine the need for a transportation impact analysis. In most cases, projects that generate fewer than 100 net new peak hour vehicle trips are not required to conduct VTA's CMP transportation analysis.

## 2.3 Recommended Process and Documentation

In coordination with Town staff, the project applicant shall retain a transportation professional to conduct the TA. The transportation consultant should seek Town acceptance of the scope of work before initiating the analysis. In some cases, review by other affected jurisdictions will be required. **Appendix A: Transportation Analysis Report Format Outline** contains a recommended outline for the TA document.

Each TA will begin by preparing a scope of work that describes the project description, site location, analysis methods, area-wide assumption, study elements, study time periods, and traffic data collection methods. To finalize a TA scope of work for the local transportation analysis, the project applicant will provide an estimate of the project trip generation and trip distribution. These estimates and scope of work should be shared with Town staff to finalize the scope of services. Overall, the TA report will address: 1) environmental analysis, 2) project site access and circulation, and 3) other transportation impacts and traffic deficiencies.

## 2.4 Contact with Appropriate Town Staff

To minimize the potential for delays in project processing, it is important for the TA to be prepared in coordination with Town staff. Timely coordination will also ensure that potential transportation improvements and environmental consequences are considered as early as

possible in the planning process, as deficiencies and corresponding improvement costs can have a substantial effect on project costs. Coordination should include the following:

- A pre-application meeting, which will include a discussion of the TA requirements.
- Development of an approved scope of work, which includes trip generation, study area, analysis scenarios and parameters, data requirements, and provisions for pedestrians, bicyclists, and transit users.
- Approval of the project trip generation (person and vehicle) and trip distribution.
- Review of all assumptions and the results of Existing Conditions analysis.
- Review of the administrative draft report, with adequate time for comments.
- Review of a draft report, with adequate time for comments.

If the TA report information will be incorporated into the transportation and circulation section of an environmental document (e.g., Initial Study, Mitigated Negative Declaration, or Environmental Impact Report), the format of this report may need to be discussed with the environmental consultant, a peer reviewer, and/or Town staff. Upon circulation of the draft environmental document, the format of the final TA report may need to be discussed with the environmental consultant.

## 2.5 Consultation with Other Jurisdictions

If the study area overlaps with other jurisdictions, staff from other jurisdictions must be consulted to verify study locations, the impact significance criteria, and to consider any current development applications. Section 15086 of the *CEQA Statute & Guidelines*<sup>2</sup> shall be followed as the basis for satisfying consultation requirements. In most cases, overlap will occur for roadway system analysis, but may also include impact analysis of active transportation modes (bicycling and walking), as well as transit system facilities and services.

## 2.6 Project Trip Generation and Trip Reductions

Person and vehicle trip generation rates are a way to estimate the number of expected pedestrian, bicycle, transit, and vehicle trips that a proposed development will generate. These rates establish the basis of analysis for a proposed project and its effects on the transportation network. Person trip generation should be reported for walking, bicycle, and pedestrian trips, and vehicle trip generation should be reported for single-occupant, and carpool.

Methodologies to estimate project trip generation and trip reductions shall be prepared consistent with the latest *VTA TIA Guidelines*, with the exceptions described in this document.

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<sup>2</sup> *California Environmental Quality Act Statute & Guidelines, 2020.*

### 2.6.1 Vehicle Trips

Consistent with the *VTA TIA Guidelines*, pass-by trips shall not be considered in calculating the 20 new Peak Hour Trip threshold that triggers the requirement for conducting a comprehensive local transportation analysis report.

The Institute of Traffic Engineers (ITE) *Trip Generation Manual* trip generation rates for Specialty Retail Center shall apply to all Specialty Retail.

Uses within the Central Business District (C-2 Zone) are expected to change periodically as part of the natural business cycle. For the purpose of Transportation Impact Fees, changes in use without changes in net building square footage within the C-2 Zone shall not be considered to create a traffic deficiency, shall be exempt from this policy, and no fees shall be charged for a change in use. Any increases in building square footage shall pay impact fees at the ITE Shopping Center rate or comparable equivalent rate for the expanded area, as determined by the Town Traffic Engineer.

The Town reserves the right to require the project sponsor to conduct local trip generation surveys for select projects, depending on land use and conditions in the field.

### 2.6.2 Person Trips

Person trip generation rates should be developed from empirical studies, person travel survey data, or conversion of vehicle trip rates to person trip rates using a vehicle occupancy factor. In addition, person trip generation by mode may be derived using an approved analysis tool that incorporates data from local trip generation surveys or published trip generation rate data.

### 2.6.3 Establishing Trip Generation Rates for an Unspecified Use

For projects where the ultimate land use is not certain (for example, a large subdivision of flexible commercial-industrial parcels), there are two options for establishing the trip generation rates.

- Option 1: Town staff will recommend the use of the highest traffic intensity among all permitted uses to establish traffic deficiencies.
- Option 2: Estimates can be made using a lower traffic intensity use if the Town and developer establish a maximum trip allowance. Once a proposed land use has been identified, then: 1) the subdivision trip generation allowance must be monitored by the Town as development occurs; and 2) the TA report may need to be updated.

### 2.6.4 Credit for Existing Trips – Local Analysis

The estimate of new trips generated by the proposed development project may include credit for trips associated with existing uses on the site. Uses are considered as existing if they are actively present on the project site at the time that data is gathered for the transportation impact analysis. Similarly, if a planned (but not constructed) use was already permitted for the site and an improvement(s) was identified and funded, the new TA only needs to assess the

effects of additional trips above and beyond the trips for the permitted use. Additionally, certain commercial land uses attract vehicle traffic that currently exists on the roadway, rather than generating new trips.

Understanding there are permitted reductions that may be taken under the circumstances listed above, the Town requires that any reductions in project vehicle trip generation are applied according to the latest *VTA TIA Guidelines*.

In calculating new Peak Hour Trips for purposes of determining whether or not a TA report is required pursuant to this Policy, trip credit shall be granted for an existing use or the most recent former use.

In calculating new Average Daily Trips for purposes of determining the amount of the Transportation Impact Mitigation Fee due, trip credit shall be granted for an existing use or the most recent former use.

Where the property is vacant, the most recent former use shall be used.

Where a portion of the space is changing use, credit will apply to the proportionate square footage of the space under review.

Where the change in use results in fewer trips than the existing or former use, no credit or refund will be due the applicant.

#### 2.6.4 Credit for Existing Trips – VMT Analysis

For the evaluation of vehicle miles of travel, VMT credit for the prior use depends on how the project changes the baseline condition, if the project sponsor had ownership and control of the previous land use, and the reason for stopping the previous land use. Baseline conditions are typically defined at the beginning of an environmental analysis and a CEQA analysis needs to isolate the effects of the project to clearly define the project's effect on the baseline condition. To receive VMT credit, the project sponsor needs to demonstrate continuous ownership of site, with on-site occupancy paused only due to the redevelopment activity and not because of some economic or other condition outside the control of the project sponsor. However, this credit should only be applied to total project generated VMT and should not be included when calculating a VMT rate.

#### 2.7 Vehicle Miles Traveled Methods

Although the calculation of VMT is simply the number of cars multiplied by the distance traveled by each car, VMT performance measures can be reported differently. At a minimum, the VMT analysis for Los Gatos will be prepared for two purposes:



- Greenhouse gas and air quality analysis using project generated VMT on a VMT per service population basis (residents + employment).
- Environmental evaluation by land use and/or transportation project.

The project generated VMT from new population and employment growth and the boundary (total) VMT for a specific geographic area will be prepared using the latest Santa Clara Valley Transportation Authority (VTA)-City/County Association of Governments of San Mateo County (C/CAG) Bi-County Model (“VTA Travel Model”). Because emissions rates vary by vehicle speed, the project generated VMT and total VMT should be disaggregated by speed bin (typically in five mile an hour increments of speed from 0 to ~80 miles per hour) to allow different emissions factors to be applied at different speeds, which allows for the preparation of a more refined emissions analysis.

### 3. Transportation Analysis (CEQA) for Land Use Projects

For an environmental analysis, these TA Guidelines incorporate the use of vehicle miles traveled (VMT) to disclose the effects of the project on the environment. Town staff completed an SB 743 implementation process, which included the preparation of the *SB 743 Implementation for the Town of Los Gatos* (July 2020) document package. The document package provides detailed technical information pertaining to the options and data considered by the Town of Los Gatos to implement VMT as an impact criterion.

At its November 17, 2020 meeting, the Town Council adopted Resolution 2020-045, Designating the Use of Vehicle Miles Traveled as the Metric for Conducting Transportation Analyses Pursuant to the California Environmental Quality Act and Establishing the Thresholds of Significance to Comply with California Senate Bill 743.

The *CEQA Statute & Guidelines* allow exemptions to projects meeting certain criteria. Project applicant may review the exemptions before preparing CEQA analysis for projects.

Based on the Town’s implementation of SB 743, the following methods should be used to determine VMT impact thresholds and mitigation requirements for land use projects.

#### 3.1 VMT Analysis Methods

The Town elected to conduct a complete VMT analysis consistent with the General Plan future year VMT projections based on long-term expectations for air quality and GHG expectations as part of its General Plan EIR, so that it could make specific use of *CEQA Statute & Guidelines* Section 15183 to streamline project-specific CEQA analysis that is consistent with its General Plan and other Town documents. For the Town of Los Gatos, addressing transportation VMT impacts in the Town General Plan EIR is a useful way of understanding VMT impacts and how VMT reduction should be balanced against other community values related to the environment, social justice, and the community. By conducting a Town-wide VMT impact analysis, the Town is able to develop a program-based VMT mitigation approach. The concept of a ‘program’ approach to impact mitigation is commonly used in a variety of technical subjects, including

transportation, air quality, GHG, and habitat. Absent a new program-level VMT mitigation approach, there are limited feasible mitigation options for project sites, and as a result limited ability to reduce VMT. Also, practically speaking, without feasible mitigation, significant VMT impacts would be significant and unavoidable (SAU). Under these circumstances, a project must prepare an EIR, thus adding time and cost to environmental review compared to an initial study/negative declaration (IS/ND) that relies on streamlining offered in the *CEQA Statute & Guidelines*.

Should a project not be consistent with the General Plan, or for some other reason unable to benefit from streamlined CEQA review under *CEQA Statute & Guidelines* Section 15183, the following sections provide details on how to conduct a complete VMT analysis for land use plans and projects in the Town of Los Gatos.

### 3.1.1 Regional Transportation Plan/Sustainable Communities Strategy and General Plan Consistency

The first step in assessing project impacts is to determine if the project land use is contained within the Town of Los Gatos residential and non-residential land use allocations in the current Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and if the project is consistent with the latest General Plan. If the project is not consistent with the RTP/SCS and/or the latest General Plan, amendments to those documents or the project would be needed prior to proceeding with the project review.

### 3.1.2 VMT Assessment

Projects not consistent with the current RTP/SCS or the latest General Plan are required to complete a VMT analysis using the VTA Travel Model to determine if there would be a significant VMT impact. The tools and methodology of the VMT analysis shall be approved by PPW Director (or Traffic Engineer). The impact analysis includes two types of VMT:

1. **Total Project Generated VMT** – Daily VMT of all vehicle trips, vehicle types, and trip purposes for all project land uses, presented as a total project generated VMT.
2. **Project's Effect on VMT within the Town of Los Gatos.** VMT that occurs within the Town of Los Gatos by any type of vehicle. This captures all on-road vehicle travel on a roadway network for any purpose, and includes local trips as well as trips that pass through the area without stopping.

If the land use control totals increase between the without and with project conditions in the travel model, these VMT metrics will need to be expressed on a per service population (residents, employees, and other populations generating the VMT) basis to understand the effects of the project between scenarios.

The types of VMT analysis are evaluated for the following scenarios:

- **Baseline Conditions** – Conditions in the baseline year for the CEQA analysis, which is most often chosen as the time of notice of preparation (NOP) of an environmental document, but may be chosen as the baseline year of the VTA Travel Model, if land use and transportation network conditions can be considered largely unchanged between the model baseline year and the date of the NOP. For compliance with the *CEQA Statute & Guidelines* Section 15125(a), the transportation impact analysis must include a description of the physical environmental conditions near the project, as they exist at the time the NOP is published, or if no NOP is published, at the time environmental analysis is commenced, from both a local and regional perspective. Baseline VMT estimates will be prepared using the most recent base year VTA Travel Model.
- **Baseline with Project Conditions** – The project land use is added to the project Transportation Analysis Zone (TAZ), or a separate TAZ may be created to contain the project land uses. A full model run is performed and VMT changes (by metric of choice) are isolated for the project TAZ and across the full model network. The model output must include reasonableness checks of the production and attraction balancing to ensure the project effect is accurately captured. If this scenario results in a less-than-significant impact, then additional cumulative scenario analysis may not be required.
- **Future Year Cumulative Conditions** – Conditions requiring an RTP/SCS and/or General Plan amendment are also required to evaluate the project effect on VMT under Future Year Cumulative Conditions. This scenario buildout of the region's land use and transportation system also provides the long-range view of future travel patterns. Future Year Cumulative Conditions VMT estimates should be based on the horizon year of the most recent VTA Travel Model, ensuring the model does not already contain the land uses or transportation improvements associated with the project.
- **Future Year Cumulative with Project Conditions** – The project land use is added to the project TAZ, or a separate TAZ is created to contain the project land uses. The addition of project land uses may be accompanied by a reallocation of a similar amount of land use from other TAZs throughout the model area (focusing on Santa Clara County), especially if the proposed project is significant in size such that it would potentially reduce the potential for development throughout the rest of the model area. Land use projects will generally not change the Future Year Cumulative Conditions control totals for population and employment growth within the model area. Instead, they will influence the land use supply through changes in General Plan land use designations and zoning. If project land uses are simply added to the Future Year Cumulative Conditions scenario, then the analysis should reflect this limitation in the methods and acknowledge that the analysis may overestimate the project's effect on VMT. A full model run is performed and VMT changes (by metric of choice) would be isolated for the project TAZ and across the full model network. The model output must include reasonableness checks of the production and attraction balancing to ensure the project effect is accurately captured.

The model output should include the two VMT metrics listed earlier: 1) total project generated VMT, and 2) project's effect on VMT using the total boundary VMT. Emissions vary by speed bin; disaggregating VMT by speed bin allows different emissions factors to be applied at

different speeds, which allows for the preparation of a more refined emissions analysis. The total boundary VMT is needed as an input for air quality, greenhouse gas (GHG), and energy impact analysis, while the project generated VMT metrics are used for the transportation impact analysis.

Both “with project” scenarios noted above will summarize the two types of VMT and be compared to the without project condition.

Project generated VMT should be extracted from the VTA Travel Model by combining either the origin-destination (for total VMT) or production-attraction (for the other metrics) trip matrices and congested skims (travel distances for each origin-destination pair in the travel mode) from final assignment. The VMT should be adjusted to reflect trips that extend beyond the model boundary. The project’s effect on VMT should be estimated using the Town limit boundary and extracting the total link-level VMT for both the without and with project conditions. Additional VMT metric specifications may be found in the *SB 743 Implementation for the Town of Los Gatos* (July 2020) document package.

If a project is mixed-use (i.e., composed of both residential and retail/office uses), project generated VMT should be extracted for both the total VMT and VMT per service population (residents and employees).

### 3.2 VMT Significance Thresholds

The Town Council adopted Resolution 2020-045, Designating the Use of Vehicle Miles Traveled as the Metric for Conducting Transportation Analyses Pursuant to the California Environmental Quality Act and Establishing the Thresholds of Significance to Comply with California Senate Bill 743. The thresholds balance the Town’s priorities with respect to competing objectives, including Los Gatos’s geographic and transportation context, greenhouse gas reduction goals, interest in achieving the state’s greenhouse gas reduction goals, and the latest General Plan goals and policies related to land use mix, economic development, and housing provision.

VMT analyses shall evaluate a project’s VMT impacts based on the thresholds established in the latest Council-adopted resolution.

### 3.3 VMT Mitigation Measures

To mitigate VMT impacts, the project shall be conditioned for implementation of mitigation measures in the following categories::

1. Modify the project’s built environment characteristics to reduce VMT generated by the project;
2. Implement transportation Demand Management (TDM) measures to reduce VMT generated by the project; and/or
3. Participate in a VMT fee program and/or VMT mitigation exchange/banking program (if they exist) to reduce VMT from the project or other land uses to achieve acceptable levels.

The Town is in the process of updating the General Plan and the Draft Environmental Impact Report (DEIR) for the 2040 General Plan was released for public review in July 2021. The 2040 General Plan DEIR identifies significant but unavoidable transportation impacts and the mitigation measures. The Town is taking a Town-wide approach for VMT impact mitigation. Attachment 3, VMT Reduction Actions for the Town of Los Gatos, provides a framework for mitigating VMT in the Town. Attachment 2, Transportation Mitigation Improvements Project List, has many improvements that are consistent with the VMT Reduction Strategies.

Evaluation of VMT reductions should be conducted using state-of-the-practice methods, recognizing that many of the TDM strategies are dependent on building occupant performance over time. As such, actual VMT reduction cannot be reliably predicted, and monitoring may be necessary to gauge performance related to mitigation expectations.

## 4. Transportation Analysis (CEQA) for Transportation Projects

Transportation Analysis for transportation projects shall follow the latest CEQA Guidelines and related technical advisories from the Governor's Office of Planning and Research (OPR).

The Thresholds of Significance for all transportation projects are established in the latest Council-adopted resolution.

Transportation projects that reduce, or have no impact on, vehicle miles traveled should be presumed to cause a less than significant transportation impact.

In 2020 Caltrans adopted its guidance under SB 743. The department's *Transportation Analysis Framework* and *Transportation Analysis for CEQA* provide guidance for assessing induced travel impacts from prospective projects on the State Highway System. CEQA analysis for proposed transportation projects on the State Highway System should also follow Caltrans guidance.

## 5. Transportation Analysis per the Town's Transportation Policies

The contents and extent of a local transportation analysis per the Town's General Plan depend on the location and size of the proposed development, the prevailing transportation conditions in the surrounding area, and questions from decision-makers and the public. The Town is committed to a well-connected transportation system that enables safe access for all modes of travel. The methods presented in this chapter include robust data collection and analysis techniques for pedestrian, bicycle, and transit networks, in addition to vehicle circulation.

The local transportation analysis shall be prepared consistent with the latest VTA TIA Guidelines, with the exceptions described in this document.

## 5.1 Study Area

The study area is determined by evaluating the project location and how it may affect all transportation modes and facilities. It is not simply a map showing where the project is located. Rather, the study area is the area of influence of a project. Each local transportation analysis will consider the adjacent transportation system for site access and circulation of land development projects and street modifications for transportation projects. To properly assess the site access, the Town may require off-site intersection analysis and/or other multimodal analysis.

The study area may include the nearest CMP facility to evaluate the proposed project's conformity with the CMP facilities.

Applicants should consult with Town staff early regarding the need for a local transportation analysis based on local or site-specific issues, especially those related to pedestrians, bicyclists, and transit users.

## 5.2 Key Study Elements

The extent and complexity of a local transportation analysis will vary on the project attributes. **Table 2** summarizes the basic requirements for a local transportation analysis for every project requiring a complete transportation analysis. Specific significance criteria for each of the listed elements are described in further detail in *the Transportation Analysis (CEQA) for Land Use Projects* and *Transportation Analysis (CEQA) for Transportation Projects* sections. To avoid substantial off-site improvements or changes to the project site plan/description after the transportation analysis is completed, a preliminary site plan shall be included for a "fatal flaw" evaluation.

<b>Table 2: Local Transportation Analysis – Evaluation Criteria</b>	
<b>Study Element</b>	<b>Evaluation Criteria</b>
<b>General Plan Consistency</b>	Evaluate the project against goals, policies, and actions set forth in the latest General Plan and other applicable Town plans.
<b>Parking</b>	Compare the project parking plan with Town and local specific plan standards and discuss how the proposed supply will affect demand for walking, bicycling, and transit modes. If a mix of land uses is proposed on site, or complements adjacent land uses, justify how the development will make use of shared on-site parking.
<b>On-Site Circulation</b>	Review and evaluate site access locations, turning radii, truck loading areas, emergency access, and other site characteristics with respect to operations and safety for all modes of transportation.
<b>Pedestrian Facilities</b>	Identify any existing or planned pedestrian facilities that may be affected by the project. Document how the project will affect local pedestrian circulation (e.g., disclose how widening a road or adding a driveway will affect pedestrian safety and walking time).

<b>Table 2: Local Transportation Analysis – Evaluation Criteria</b>	
<b>Study Element</b>	<b>Evaluation Criteria</b>
<b>Bicycle Facilities</b>	Identify any existing or planned facilities that may be affected by the project.
<b>Transit</b>	Identify any existing or planned transit facilities that may be affected by the project. If appropriate, document how the project improves access to or utilization of transit. For system planning, use crush load as capacity, not seated capacity.
<b>Safety Assessment</b>	Evaluate project trips added to safety enhancement projects within the study area that are proposed as part of other future safety studies by the Town or other agencies.
<b>Trucks (or Other Large Vehicles)</b>	For relevant industrial projects, identify the number of truck trips that will be generated, and design facilities necessary to accommodate these trucks.
<b>Automated Vehicles or Transportation Network Company Pick-up/Drop-Off</b>	For projects where automated vehicles and/or transportation network companies may have a large concentration of pick-up/drop-off, the project site circulation and pick-up/drop-off areas must be reviewed to identify opportunities and constraints of the project site. Modifications to the site circulation and/or pick-up/drop-off may be recommended.
<b>Off-Site Traffic Operations</b>	All roadway facility analysis and Level of Service should be conducted using the latest version of the <i>Highway Capacity Manual</i> (HCM).
<b>Intersection Traffic Control</b>	Evaluate unsignalized intersections located within the study area to determine appropriate traffic control. Analysis should include documentation of the appropriateness of a roundabout as an alternative or replacement to a traffic signal.
<b>Other Issues</b>	Consider other issues on a case-by-case basis (e.g., construction deficiencies, queuing between closely spaced intersections, emergency access, special event traffic)
<b>Other Jurisdictional Requirements</b>	In situations where several agencies must approve a development or are responsible for affected roadways, the applicant must contact lead and responsible agencies to determine issues to be addressed, scope of study, etc. In general, the applicant will be responsible for analyzing project impacts against appropriate jurisdictional thresholds; however, the analysis method will be determined by the Town in compliance with CEQA, and the impacts will be mitigated consistent with Town standards.

### 5.3 Data Collection

Accurate data is essential to achieve a high level of confidence in local transportation analysis results. Existing transportation data shall be collected using the requirements set forth below. Data should be presented on maps or figures where appropriate. To address the specific needs of each project, the extent of data collected shall be at the discretion of Town staff.

- **Pedestrian/Bicycle Facilities** – Document the existing pedestrian and bicycle facilities serving the project site. Elements will include presence and width of sidewalks, curb ramps, crosswalks, or other pedestrian facilities providing access to the nearest attractors of the project site, such as transit stops, neighborhood attractors and/or complimentary land uses, and bicycle facilities (e.g., routes, lanes, or shared-use paths) within a two-mile bicycling distance of the project site. Document barriers, deficiencies, and high pedestrian-demand land uses, including schools, parking, senior housing facilities, and transit stops or centers. The report will note any deficiencies or enhancements planned or recommended in the latest General Plan or future planning documents.
- **Transit Facilities and Ridership** – Document transit lines nearest to the project site, including stop locations, frequency of service, and any capacity issues. It will also describe transit stop amenities (e.g., benches, shelters, etc.).
- **Multimodal Peak-Period Turning Movement Counts** – Turning movement counts, including vehicles, bicycles, and pedestrians, will be collected for each study time period at all study intersections. The following parameters will be followed (fall and spring days while school is in session are preferred):
  - Data collection will cover at least two hours to ensure the peak hour is observed.
  - As applicable, 48-hour machine counts will be used to identify the peak period before conducting other counts or analysis.
  - Traffic volumes should not be influenced by a holiday, weather, construction, or other temporary change.
  - The percent of traffic that consists of heavy trucks will be noted/estimated during data collection.
  - Some projects may require vehicle classification or occupancy counts. Consult with Town staff on a case-by-case basis.
  - Traffic counts that are older than two years at study initiation will not be used without consultation and approval by Town staff. These counts may need to be adjusted to reflect current year traffic volumes.
- **Daily Traffic Counts** – Collect data for all study roadway segments using the parameters described above for peak period turning movement counts, with the exception of bicycle and pedestrian volumes. Daily counts are used to size facilities (e.g., 2-lane vs. 4-lane) and to identify temporal changes in traffic.
- **Roadway Geometry** – Document existing roadway and intersection geometries and lane configurations. Information from aerial photography and street views should be verified based on a site visit(s).
- **Intersection Controls and Signal Timings** – For use in intersection analysis, intersection control types and signal timings and phasing should be based on signal timing sheets (available from Los Gatos or Caltrans) and verified during site visits.
- **Five-Year Collision Data** – Obtain Statewide Integrated Traffic Records System (SWITRS) through the local California Highway Patrol or through the following web site: [www.chp.ca.gov/switrs](http://www.chp.ca.gov/switrs).



- **Mode Split** – Summarize daily and peak hour mode split for the study area land uses. Data could include U.S. Census journey-to-work data, empirical surveys, or any other available surveys.

#### 5.4 Project Site Access and Circulation Review

A detailed site plan review is required for all projects. The local transportation analysis should include a review and summary of findings of the following qualitative and quantitative features.

- Consideration of roundabouts are encouraged. Conduct roundabout analysis as required by Town staff.
- Existence of any current traffic problems in the local area, such as a high-collision location, non-standard intersection or roadway, or an intersection in need of a traffic signal or a roundabout.
- Applicability of context-sensitive design practices compatible with adjacent neighborhoods or other areas that may be impacted by the project traffic.
- Proximity of proposed site driveway(s) to other driveways or intersections.
- Adequacy of the project site design to convey all vehicle types.
- Number and type of parking provided, including vehicle and bicycle parking.
- On- and off-street loading requirements.
- Adequacy of on-site vehicle, bicycle, and pedestrian circulation and provision of direct pedestrian paths from residential areas to school sites, public streets to commercial and residential areas, and the project site to nearby transit facilities.

An important aspect of a TA is to provide sufficient information for the Town to determine that a project is consistent with the latest General Plan and other applicable Town policies, plans, and standards. As such, individual projects must be reviewed against relevant policies contained in the latest General Plan or other plans and policies. Applicants should review the full policy statements in the latest General Plan Mobility Element.

If the study area extends into an adjacent jurisdiction, the applicant may be responsible for analyzing project generated operational impacts in these jurisdictions. These include intersection or segment locations in any other jurisdiction, including Caltrans-maintained facilities. The applicant shall refer to current policies in the respective jurisdiction to identify the appropriate significance criteria.

#### 5.5 Analysis Scenarios

The range of scenarios includes Existing Conditions, Background Conditions, and Cumulative Conditions. Projects consistent with the latest General Plan will only be required to complete the Existing and Background conditions analysis; where Existing Conditions looks at the effect of the proposed project on the existing system within the next year or two, Background Conditions typically looks at a longer time frame of about three to five years. Inclusion of all three analysis conditions (e.g., Existing, Background, and Cumulative), would typically occur for large development projects, General Plan amendments, specific plans (and related amendments), with Cumulative Conditions having a time horizon of 10 to 20 years.

The following analysis scenarios will document existing or future conditions, any deficiencies, and identify deficiencies that will result from the addition of the project. Each scenario will include a qualitative description of transportation facilities for all modes (and any planned enhancements), traffic volumes, and a quantitative analysis of intersection LOS. Key study elements are identified in the *Multimodal Analysis Methods* section of this chapter. Details regarding each local transportation analysis scenario are presented below.

- **Existing Conditions** – These conditions are based on recent field observations and recent traffic count data.
- **Existing with Project Conditions** – Traffic volume forecasts for roadway analysis reflecting Existing Conditions with traffic generated by the proposed project. For reuse or conversion projects, this may involve accounting for any existing use of the site that remains or will be removed. It should also qualitatively describe how the project will affect transportation for other modes, including compliance or relation to other Town documents.
- **Background Conditions** – Traffic volume forecasts for roadway segment and intersection analysis should reflect Existing Conditions with growth due to approved development that is expected to be operational before or concurrently with the proposed project. This scenario may not be needed if the study area has limited or no approved developments.
- **Background with Project Conditions** – This scenario represents the Background Conditions with vehicle trips added by the proposed project. It provides decision-makers and the public with a view of conditions with all recently approved development and physical improvements, including the proposed project.
- **Future Year Cumulative Conditions** – This scenario represents transportation conditions for all travel modes in the study area reflecting all approved projects, pending projects, or expected development of other areas of Los Gatos designated for growth under the latest General Plan or specific plan. In most cases, the project site will likely be vacant under this scenario. In some cases, this scenario may need to account for any existing uses on the site that could continue, and potential increases in development allowed by ministerial approvals.
- **Cumulative with Project Conditions** – This scenario represents the cumulative future transportation conditions with anticipated changes to the transportation system and the additions of project trips, and provides the long-range view of future traffic operations.

## 5.6 Analysis Time Periods

Based on the land use of the proposed project and upon consultation with Town staff, the study shall analyze traffic operations during the peak one hour of the following time periods:

- Weekday morning peak (7:00 – 10:00 AM)
- Weekday evening peak (4:00 – 7:00 PM)

For some projects, the Town may substitute or require additional peak hour analysis for the following time periods as approved or requested by the Town's Traffic Engineer:

- Weekday afternoon peak (2:00 – 4:00 PM)
- Friday evening peak (4:00 – 7:00 PM)
- Weekend midday peak (11:00 AM – 1:00 PM)
- Sunday or holiday evening peak (4:00 – 7:00 PM)

For example, retail commercial projects should evaluate operations for Saturday midday peak hour conditions, in addition to the standard weekday morning and evening peak periods. The determination of study time periods should be made separately for each proposed project, based upon the peaking characteristics of the project generated traffic and peaking characteristics of the adjacent street system and land uses.

## 5.7 Multimodal Analysis Methods

The report should provide a quantitative and/or qualitative evaluation of the project's potential adverse or beneficial effects on transportation facilities and services related to pedestrians, bicyclists, and transit users.

For some projects, more detailed multimodal analysis may be required. Such analysis shall be decided upon in consultation with Town staff and consider new tools, methods, and performance measures, such as those listed below.

- **Multimodal LOS** – The latest *Highway Capacity Manual* (6th Edition) contains methods for multimodal LOS.
- **Person Delay** – Simulation models can be used to measure system performance in terms of overall person-delay for all modes within a transportation network. This method provides a better decision-making tool for developing improvements to promote efficient movement of people, rather than a particular type of vehicle.
- **Safety Assessment** – Evaluate whether the project adds vehicle trips to a safety improvement identified within the study area. (If a project may affect a Caltrans facility, a safety assessment may be needed for CEQA purposes as well.)
- **Bicycle Level of Stress (LTS)** – Evaluate LTS for all bicycle facilities within a two-mile bicycling distance of the project site. There are several methods for evaluating LTS for bicycle facilities, which generally rely on street widths/number of vehicle lanes, vehicle speeds, daily volumes, and type of bicycle facility to evaluate “low stress” bike networks. The *Low-Stress Bicycling and Network Connectivity* (2012) report and the National Association of City Transportation Officials (NACTO) *Urban Bikeway Design Guide, Second Edition* (2014) contains methods for LTS.
- **Pedestrian Level of Stress (LTS)** – Evaluate LTS for all pedestrian facilities providing access to the nearest attractors (e.g., transit stops, neighborhood attractors and/or complimentary land uses) of the project site. Compared to bicycle LTS, there are parallel methods for calculating pedestrian comfort using best practiced from the NACTO *Urban*

*Street Design Guide* (2013) and pedestrian safety research. As with bicycle comfort, pedestrian comfort is based on a variety of factors ranging from the quality and presence of sidewalks to the conditions of the adjacent roadway (speed, number of travel lanes, frequency of trucks).

- **Activity Connectedness** – Travel time for each mode (e.g., walking, bicycles, transit, and vehicles) between the project and surrounding land uses can be used to gauge the degree of accessibility for a project. The Town desires to minimize travel time to necessary destinations while minimizing unnecessary vehicle travel. Tools such as geographic information systems or online tools (e.g., Index and Walk Score) can be used to gauge this measure specifically for walking. The main idea is to evaluate activity centers and destinations around projects to ensure that walk times to necessary destinations are minimized and the walking experience is comfortable.

## 5.8 Traffic Operations Analysis

Traffic operational deficiencies shall be analyzed using standard or state-of-the-practice professional procedures. The main issues related to traffic operations analysis are the method, input data, and assumptions. These three items influence the level of confidence and the associated level of defensibility of the local transportation analysis. For traffic operations, this requires following the procedures and techniques published in the most recent *Highway Capacity Manual* (HCM).

Traffic Operations Analysis should be conducted according to the latest *VTA Traffic Level of Service Guidelines*.

## 5.9 Mobility Deficiency Criteria

The overall guiding principal of the General Plan 2040 Mobility Element is to, “[p]rovide a well-connected transportation system that enables safe access for all transportation modes, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities.” Los Gatos evaluates each transportation mode to identify deficiencies. Local transportation analyses evaluate intersection operations focused on specific traffic issues such as queuing and safety. A greater emphasis is placed on pedestrian, bicycle, and transit facilities and services, in part to reduce traffic congestion and air quality impacts associated with automobile use. **Table 5** outlines deficiency criteria for each mode. The mobility deficiency criteria can be used to identify conflicts with existing or planned multimodal facilities.

Table 5: Mobility Deficiency Criteria	
Study Element	Deficiency Determination
<b>Parking</b>	Project increases off-site parking demand above a level required by the Town Zoning Code and/or desirable by the Town.
<b>On-Site Circulation</b>	Project designs for on-street circulation, access, and parking fail to meet Town standards. Where Town standards are not defined, industry standards [ <i>Highway Design Manual</i> , <i>California Manual on Uniform Traffic Control Devices (MUTCD)</i> , etc.] should be referenced, as appropriate.

<b>Table 5: Mobility Deficiency Criteria</b>	
<b>Study Element</b>	<b>Deficiency Determination</b>
	Failure to provide adequate accessibility for service and delivery trucks on site, including access to loading areas. Project will result in a hazard or potentially unsafe conditions without improvements.
<b>Pedestrian Facilities</b>	Project fails to provide safe and accessible pedestrian connections between project buildings and adjacent streets, trails, and transit facilities.
<b>Bicycle Facilities</b>	Project disrupts existing or planned bicycle facilities or is otherwise inconsistent with the latest General Plan, Bicycle and Pedestrian Master Plan, or other related plans. Project adds bicycle trips along project frontage to an existing facility that needs improvements per the latest BPMP.
<b>Transit</b>	Project disrupts existing or planned transit facilities and services or conflicts with Town adopted plans, guidelines, policies, or standards.
<b>Heavy Vehicles (Trucks and Buses)</b>	A project fails to provide adequate accommodation of forecasted heavy traffic or temporary construction-related truck traffic consistent with Town or industry standards ( <i>Highway Design Manual</i> , MUTCD, etc.).
<b>Off-Site Traffic Operations</b>	95 <sup>th</sup> percentile vehicle queues exceed the existing or planned length of a turn pocket. The proposed project introduces a design feature that substantially increases safety hazards.
<b>Signalized Intersection Traffic Control</b>	Addition of project traffic causes a signalized intersection to 1) drop more than one level overall or at the worst individual approach delay if it is at LOS A, B, or C or 2) drop at all overall or at the worst individual approach delay if it is at LOS D or below.
<b>Unsignalized Intersection Traffic Control</b>	Addition of project traffic causes an all-way stop-controlled or side street stop-controlled intersection to 1) operate at LOS E or F overall or the worst-case movement, and 2) meets the Caltrans signal warrant criteria.
<b>General Plan Consistency</b>	Evaluate the project against mobility, safety, and other related goals, policies, and actions set forth in the latest General Plan.
<b>Other Subject Areas</b>	Consider other areas on a case-by-case basis (e.g., construction impacts, queuing between closely spaced intersections, emergency access, special event traffic, etc.).
<b>Requirements for Other Jurisdictions</b>	The project exceeds established deficiency thresholds for transportation facilities and services under the jurisdiction of other agencies.

## 5.10 CMP Deficiency Criteria

To determine consistency with the CMP, off-site intersection analysis may be needed and should be applied according to the latest *VTA TIA Guidelines*.

## 5.11 Mitigation Improvements

All project deficiencies should be addressed consistent with the policies of the latest General Plan Mobility Element. Under these circumstances, the applicant should meet with Town staff to identify transportation improvements that address the deficiencies. **Table 6** shows example types of improvements to address transportation deficiencies.

Potential improvements may require a more detailed review, often including traffic operations, to demonstrate how they address a specific deficiency.

Selected improvements should be identified whether they will be implemented under Existing Conditions, Background Conditions, or Cumulative Conditions. Background Conditions generally reflect conditions at the time of full occupancy of a project.

If a transportation improvement is selected to address a deficiency, it should include a description of the benefit to traffic reduction generated by a proposed development and how the improvement contributes to the multimodal transportation system in Los Gatos. In addition, all transportation improvements need to consider whether they have secondary effects to VMT [i.e., whether the improvement is VMT inducing per guidance in the OPR *Technical Advisory* (December 2018, Pages 20-21)].

The improvement shall not unreasonably degrade bicycle, pedestrian or transit access, and circulation. If a project proposes improvements in response to auto LOS deficiency involving a change to existing roadway or intersection geometry, or changes to signal operations, the TA shall analyze and disclose secondary effects on other modes, i.e., whether the mitigation would affect pedestrian or bicycle conditions or increase transit vehicle delay, per the methodologies in 5.7.

Table 6: Example Improvements	
Study Element	Improvement
<b>Project Modifications and Transportation Demand Management</b>	<ul style="list-style-type: none"><li>• Alter density or diversity of project uses or integrate affordable housing</li><li>• Encourage telecommuting and alternative work schedules</li><li>• Provide ride-sharing programs to encourage carpooling and vanpooling</li><li>• Provide local shuttle service</li><li>• Provide employer-sponsored vanpools or shuttles</li><li>• Provide pedestrian network improvements</li><li>• Provide traffic calming measures and low-stress bicycle network improvements</li><li>• Implement car-sharing (e.g., ZipCar) program</li><li>• Limit parking supply</li><li>• Unbundle parking costs from property costs</li><li>• Institute on-street market pricing for parking</li></ul>

<b>Pedestrian and Bicycle Facilities</b>	<ul style="list-style-type: none"> <li>• Provide for access to, from, and through the development for pedestrians and bicyclists</li> <li>• Construct Class I bicycle paths, Class II bicycle lanes, and other facilities</li> <li>• Provide secure bicycle parking and shower amenities</li> <li>• Reduce travel lanes on a street to install a two-way left-turn lane and Class II bicycle lanes</li> <li>• Add corner bulbouts, reduce curb radii, add pedestrian refuges, or implement other walking-related improvements</li> </ul>
<b>Transit Facilities</b>	<ul style="list-style-type: none"> <li>• Provide bus turnouts, bus shelters, additional bus stops, and park-and-ride lots</li> <li>• Fund increases in transit service</li> </ul>
<b>Parking Facilities</b>	<ul style="list-style-type: none"> <li>• Design parking facilities to allow free-flow access to and from the street</li> <li>• Provide off-street parking per Town standards or recommendations</li> <li>• Implement shared parking among complementary land uses</li> </ul>
<b>Traffic Control Modifications</b>	<ul style="list-style-type: none"> <li>• Provide for yield or stop control</li> <li>• Evaluate unsignalized intersections with substandard LOS for conversion to roundabout intersection control or for signalization</li> <li>• Provide coordination/synchronization of traffic signals along a corridor</li> <li>• Provide turn-lane channelization through raised islands</li> <li>• Restrict selected turning movements</li> </ul>
<b>Street Operations Modifications</b>	<ul style="list-style-type: none"> <li>• Optimize location of access driveway(s)</li> <li>• Provide improvements to traffic signal phasing, or lengthen existing turning pocket</li> <li>• Provide additional through traffic lane(s), right-turn lane(s), and left-turn lane(s) if they do not adversely impact other modes or induce additional vehicle travel</li> <li>• Reduce travel lanes on a street to install a two-way left-turn lane</li> <li>• Address congestion pricing on roads or within a specific area</li> </ul>

# Appendix A: Transportation Analysis Report Format Outline

*Note: Not all sections are required for all projects. The project applicant shall consult with the Town Traffic Engineer to determine the required sections.*

## 1. Introductory Items

- Front Cover/Title Page
- Table of Contents, List of Figures, and List of Tables
- Executive Summary

## 2. Introduction

- Project description
- Project sponsor/contact info
- Type and size of development
- Site plan (include proposed driveways, roadways, traffic control, parking facilities, emergency vehicle access, and internal circulation for vehicles, bicyclists, and pedestrians)
- Location map (include major streets, study intersections, and neighboring zoning and land uses)
- Scope of transportation analysis

## 3. Current Conditions

- Description of existing street system within project site and surrounding area
- Location and routes of nearest public transit system serving the project
- Location and routes of nearest pedestrian and bicycle facilities serving the project
- Vehicle Miles Traveled Assessment
  - Description of baseline VMT estimates (may include site and regional VMT estimates)
- Intersection Analysis for Site Access and Circulation Evaluation and CMP Evaluation
  - Figure of study intersections with peak hour turning movement counts, lane geometries, and traffic control



- Map of study area showing average daily traffic (ADT) of study roadways
  - Table of existing peak hour average vehicle delay and level of service (LOS)
4. Project Trip Generation
    - Table of project generated trip estimate
    - Figure/map of trip distribution (in percent)
  5. Project Site Access and Circulation Evaluation
    - Summary of a detailed site review for all modes of travel
    - Mobility deficiency analysis and summary to vehicle, transit, bicycle, and pedestrian facilities (under Project Conditions and Cumulative Conditions)
    - Summary of transportation improvements

### **CEQA Transportation Analysis Report Section**

6. Vehicle Miles Traveled Assessment
  - Summary of project generated VMT under Baseline Conditions
  - Summary of project's effect on VMT under Future Year Cumulative Conditions
  - Identification of significant impacts
  - Discussion of mitigation measures
  - Evaluation of impacts of mitigation measures
7. Other CEQA Requirements
  - Summary of conflicts with a plan, ordinance, or policy addressing the circulation system, including transit, roadways, bicycle lanes, and pedestrian paths. Present mitigation measures, as needed.
  - Evaluation of hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment). Present mitigation measures, as needed.
  - Emergency access evaluation. Present mitigation measures, as needed.

### **Local Transportation Analysis Report Section**

8. Existing with Project Conditions

- Maps of study area with applicable peak hour turning movements (Project Only and Existing with Project Conditions)
- Table of Existing Conditions and Existing with Project Conditions intersection peak hour average vehicle delay and LOS (or other multimodal performance measure)
- Traffic signal and other warrants
- Changes/Deficiencies to bike, pedestrian, and transit networks
- Findings of project deficiencies
- Improvements for project deficiencies (include a map showing physical improvements)
- Scheduling and implementation responsibility of improvements
- Deficiencies of proposed improvements

#### 9. Background Conditions

- Table of trip generation for approved project(s)
- Figure and/or table of approved projects trip distribution (in percent)
- Map of study area with applicable peak hour turning movements (Background Conditions)
- Table of intersection peak hour average vehicle delay and LOS (or other multimodal performance measure) (including queue lengths, etc)
- Changes/deficiencies to bike, pedestrian, and transit networks
- Traffic signal and other warrants

#### 10. Background with Project Conditions

- Similar content to Existing with Project Conditions

#### 11. Cumulative Conditions and Cumulative with Project Conditions

- Map of study area with Cumulative Conditions peak hour turning movements
- Map of study area with Cumulative with Project Conditions peak hour turning movements
- Table of Cumulative Conditions and Cumulative with Project Conditions intersection peak hour average vehicle delay and LOS (or other multimodal performance measure)
- Changes/Deficiencies to bike, pedestrian, and transit networks
- Traffic signal and other warrants

- Findings of project deficiencies
- Improvements for project deficiencies (include a map showing physical improvements)
- Scheduling and implementation responsibility of improvements
- Deficiencies of proposed improvements

### **Additional Sections for Transportation Analysis Report**

#### 12. Construction Deficiencies

- Trips due to construction workers
- Truck trips and truck access routes

#### 13. Phasing Deficiencies (For Large Projects Only)

#### 14. Appendices

- List of references
- List of authors
- Pedestrian, bicycle, and vehicle counts
- Technical calculations for all analyses

## Town of Los Gatos Traffic Mitigation Improvements Project List

Source	Description	Estimated Project Cost (2014 \$)	Growth Related Project Cost Share	Mitigation Impact Fee Eligible Cost
GP/VTP 2035	Blossom Hill Rd and Union Ave Intersection Improvements	\$ 1,200,000	90.00%	\$ 1,080,000
GP/VTP 2035	Los Gatos - Almaden Rd Improvements	\$ 3,000,000	50.00%	\$ 1,500,000
GP/VTP 2035	Los Gatos Blvd Widening - Samaritan Dr to Camino Del Sol - Road widening, new sidewalks and bike lanes	\$ 4,000,000	50.00%	\$ 2,000,000
GP/VTP 2035	Union Ave Widening and Sidewalks - complete ped and bike routes	\$ 3,000,000	50.00%	\$ 1,500,000
GP/VTP 2035	Wood Rd Gateway on Santa Cruz Ave - roundabout	\$ 1,200,000	50.00%	\$ 600,000
GP/VTP 2035	Central Traffic Signal Control System	\$ 750,000	9.68%	\$ 72,600
GP/VTP 2035	Hwy 9 Los Gatos Creek Trail connector - new path and bridge for ped/bike	\$ 1,000,000	50.00%	\$ 500,000
GP/VTP 2035	Hwy 9/N. Santa Cruz Ave Intersection Improvements	\$ 1,400,000	90.00%	\$ 1,260,000
CIP	Roberts Road Improvements from bridge to University	\$ 600,000	50.00%	\$ 300,000
CIP	Pollard Road Widening from Knowles to York Avenue	\$ 2,500,000	50.00%	\$ 1,250,000
CIP	Sidewalks infill - Van Meter, Fischer and Blossom Hill Schools	\$ 1,000,000	50.00%	\$ 500,000
CIP	Winchester Blvd/Lark Avenue Intersection Improvements	\$ 850,000	90.00%	\$ 765,000
CIP	Westbound Lark to Hwy 17 northbound ramps - add two right-turn lanes	\$ 3,750,000	90.00%	\$ 3,375,000
CIP	Unfunded Deferred Street Maintenance (Annual PMS Survey)	\$ 10,500,000	9.68%	\$ 1,016,400
GP	Lark/Los Gatos Intersection Improvements - Add Third Left Turn Lanes for Eastbound and Northbound Approaches	\$ 1,200,000	90.00%	\$ 1,080,000
GP	Complete Street Improvements - Lark from Garden Hill to Los Gatos Blvd	\$ 2,100,000	50.00%	\$ 1,050,000
GP	Complete Street Improvements - SR 9 from University to Los Gatos Blvd	\$ 650,000	50.00%	\$ 325,000
GP	Complete Street Improvements - Blossom Hill Road from Old Blossom Hill Road to Regent Drive	\$ 3,000,000	50.00%	\$ 1,500,000
GP	Complete Street Improvements - Knowles from Pollard to Winchester	\$ 2,000,000	50.00%	\$ 1,000,000
GP	Complete Street Improvements - Winchester from Blossom Hill to Lark	\$ 1,500,000	50.00%	\$ 750,000
GP	Blossom Hill Road widening over Highway 17	\$ 2,000,000	50.00%	\$ 1,000,000
GP	Local Bikeway Improvements	\$ 750,000	50.00%	\$ 375,000
Total		<b>\$ 47,950,000</b>		<b>\$ 22,799,000</b>

Notes:

VTP = Valley Transportation Plan, 2035 by Santa Clara Valley Transportation Authority.

Town CIP = Town of Los Gatos, Capital Improvement Program and pending construction project list.

Source: Town of Los Gatos.

## VMT REDUCTION STRATEGIES

For projects that would generate Vehicle Miles Traveled (VMT), one or more VMT reduction strategies shall be required to reduce VMT of the project. Examples of VMT reduction strategies are provided below. The VMT reduction strategies are organized by their relative scale for implementation (i.e., individual site level, Town-wide level, and regional level).

### INDIVIDUAL SITE LEVEL

- **Encourage Telecommuting and Alternative Work Schedules:** This strategy relies on effective internet access and speeds to individual project sites/buildings to provide the opportunity for telecommuting. This strategy would reduce commute VMT but also result in a change in VMT for other travel purposes; thus, this strategy should consider the net change in the Town's project-generated VMT.
- **Provide Ride-Sharing Programs:** This strategy focuses on encouraging carpooling and vanpooling by project site/building tenants.
- **Implement Car-Sharing Program:** This strategy reduces the need to own a vehicle or reduce the number of vehicles owned by a household by making it convenient to access a shared vehicle for those trips where vehicle use is essential. Examples include programs like ZipCar, Car2Go, and Gig.
- **Provide Employer-Sponsored Vanpool/Shuttle:** This strategy relies on employers purchasing or leasing vans or shuttles, and often subsidizing the cost of at least program administration, if not more. Vanpools typically service employee's commute to work, while shuttles service nearby transit stations and surrounding commercial centers. Scheduling and rider charges, if any, are within the employer's purview. A supplemental strategy may include facilitating or enhancing the service by improving the shuttle stops and biking/walking paths to the stops.

### TOWN-WIDE LEVEL

- **Provide Bicycle and Pedestrian Network Improvements:** This strategy focuses on creating a comprehensive bicycle and pedestrian network within the project and connecting to nearby destinations. Projects in Los Gatos tend to be smaller so the emphasis of this strategy would likely be the construction of network improvements that connect the project site directly to nearby destinations. Alternatively, implementation could occur through an impact fee program or benefit/assessment district based on regional or local plans such as the *Bicycle and Pedestrian Master Plan*.
- **Provide Local Transit or Microtransit Solutions:** This strategy focuses on providing transit solutions that serve the local circulation needs and connections to key regional destinations. The service would connect to transit hubs, schools, commercial centers, and residential areas to improve transit connectivity and address the "first/last mile" problems. The service may be in the form of a local shuttle, microtransit service using dynamic routing and scheduling, fare subsidies to private transportation network companies (TNCs) or taxi companies, or other service delivery methods. The service may be open to all or target a special population, such as seniors, disabled or students. The implementation of this strategy may require regional or private partnership.

- **Provide Transit Signal Priority:** This strategy would upgrade the Town’s traffic signals along transit corridors to provide transit signal priority to improve transit bus travel time.
- **Improve Biking and Walking Paths to Bus Stops and Transit Amenities:** This strategy improves the biking and walking paths to bus stops, enhances amenities at bus stops such as shelters, benches, and ADA accessible loading areas.
- **Provide Traffic Calming Measures:** This strategy combines the California Air Pollution Control Officers Association (CAPCOA) research focused on traffic calming with new research on providing a low-stress bicycle network. Traffic calming creates networks with low vehicle speeds and volumes that are more conducive to walking and bicycling. Building a low-stress bicycle network produces a similar outcome. One potential change in this strategy over time is that ebikes (and e-scooters) could extend the effective range of travel on the bicycle network, which could enhance the effectiveness of this strategy.
- **Limit Parking Supply:** When combined with companion TDM measures, reduced parking supply discourages driving by limiting easy and convenient parking options. Implementation of this strategy may require reducing (or removing) minimum parking requirements and allowing developers to use shared parking strategies.
- **Unbundle Parking Costs from Property Cost:** Unbundling separates parking costs from property cost, for instance by not including a parking space in a residential unit’s rent, or by requiring employers to lease each parking space separately from the building owner. This strategy ensures that the user understands that the cost of driving includes parking and can encourage people to use an alternative mode to save money.
- **Implement Market Price Public Parking (On-Street):** This strategy focuses on implementing a pricing strategy for parking by pricing all on-street parking in central business districts, employment centers, and retail centers. Priced parking would encourage “park once” behavior and may also result in area-wide mode shifts.

## REGIONAL LEVEL

- **Increase Density:** This strategy focuses on increasing density of land uses, where allowed by the General Plan and/or Zoning Ordinance, to reduce distances people travel and provide more travel mode options. This strategy also provides a foundation for many other strategies. For example, densification increases transit ridership, which justifies enhanced transit service.
- **Increase Diversity of Urban and Suburban Developments:** This strategy focuses on inclusion of mixed uses within projects or in consideration of the surrounding area to minimize vehicle travel in terms of both the number of trips and the length of those trips.
- **Increase Transit Accessibility:** This strategy focuses on encouraging the use of transit by locating a project with high density near transit. A project with a residential/commercial center designed around a bus station is referred to as a transit-oriented development (TOD).
- **Integrate Affordable and Below Market Rate Housing:** This strategy provides greater opportunities for lower income families to live closer to job centers since

income effectsprobability that a commute will take transit or walk to work.

- **Increase Transit Service Frequency/Speed:** This strategy focuses on improving transit service convenience and travel time competitiveness with driving. Given existing land use density in LosGatos, this strategy may be limited to traditional commuter transit where trips can be pooled at the start and end locations, or it may require new forms of demand-responsive transit service. Note that implementation of this strategy would require regional or local agency implementation, substantial changes to current transit practices, and would not likely be applicable for individual development projects.
- **Implement Area or Cordon Pricing:** This strategy focuses on implementing a cordon (i.e., boundary) pricing scheme, where a cordon is set around a specific area to charge a toll to enterthe area by vehicle. The cordon location is usually the boundary of an area with limited points of access. The cordon toll may be constant, applied during peak periods, or be variable, with higher prices during congestion peak periods. The toll can also be based on a fixed schedule or be dynamic, responding to real-time congestion levels. Note that implementation of this strategy requires alternative modes of travel that are available and reliable, such as high-qualitytransit infrastructure.

<b>TITLE: Transportation Impact Policy</b> Attachment 4 - Definitions	<b>PAGE:</b> 36 of 37	<b>POLICY NUMBER:</b> 1-08
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## DEFINITIONS:

*Land use entitlements* shall mean entitlement changes in use requiring discretionary approval by Los Gatos, which include General Plan amendments, specific plans (and related amendments), zoning changes, use permits, planned developments, and tentative subdivision maps.

*Land Use Projects or Development* shall mean residential or nonresidential improvements on a site.

*Existing development* shall mean any already existing habitable residential or nonresidential building or projects which rebuild or remodel the existing development without increasing the trips generated. No fee shall be charged for development already existing.

*Expansion of use*, to determine traffic increases, shall include any increase in the number of living units, gross floor area in a nonresidential development and/or any intensification of use which increases trips generated.

*Transportation improvements* shall mean those improvements to the transportation facilities and related actions necessary to implement the transportation element of the Town's general plan and any applicable specific plan.

*Site* shall mean a plot of ground consisting of one (1) or more lots or parcels on which a common improvement is proposed or exists.

*Trip generation rate* shall mean the number of vehicle trips over a weekday twenty-four-hour period generated by a particular type of land use and shall be expressed in terms of the number of acres or square feet of land for each land use category. The Town Engineer may exercise reasonable discretion to establish recommended trip generation rates for land use categories consisting of groupings of land uses having similar use and functional characteristics. When the trip generation rate is multiplied by the amount of land, the number of trips, both incoming and outgoing, shall be estimated.

*Average Daily Trips (ADT)* shall mean the total number of trips, both in-bound and out-bound, within a 24-hour weekday period, generated by a particular use or development.

*Pass-By Trip:* Trips generated by the proposed Project that would be attracted from traffic passing the proposed project site on an adjacent street that contains direct access to the Project.

*Peak Hour Trips* shall mean vehicle trips, both in-bound and out-bound, occurring during a 60-minute period either during the A.M. Peak (7 A.M. to 9 A.M.) or the P.M. Peak (4 P.M. to 6 P.M.), generated by a particular use or Project.



<b>TITLE: Transportation Impact Policy</b> Attachment 4 - Definitions	<b>PAGE:</b> 37 of 37	<b>POLICY NUMBER:</b> 1-08
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*Specialty Retail.* Specialty Retail uses are defined as walk-in and impulse businesses such as juice bars, yogurt shops, coffee shops, donut shops, and similar uses which do not generally serve meals and have limited or no seating. Specialty Retail uses are defined under this policy for purposes of establishing trip generation data and this definition does not provide any land use or zoning guidance.

*Use* shall mean the purpose for which a site or structure is arranged, designed, intended, constructed, erected, moved, altered or enlarged or for which either a site or a structure is or may be occupied or maintained.

*Vehicle Trip End* shall mean an incoming or outgoing trip going to or coming from anywhere within the Town or outside the Town.

*CEQA* shall mean the California Environmental Quality Act. These terms are reserved for definitions per the CEQA Guidelines: significance criteria, significant impact, and mitigation measures.

*Local Transportation Analysis* shall mean analysis to assess potential mobility deficiencies caused by new developments on the local roadway performance, following the Town's transportation policies. These terms are reserved for Local Transportation Analysis: threshold or performance standard, deficiency, and mitigation improvement.

*Vehicle Miles Traveled (VMT)* is a metric that accounts for the number of vehicle trips generated times the length or distance of those trips. VMT is an accessibility performance metric that evaluates the changes in land use patterns, regional transportation systems, and other built environment characteristics.

*Level of Service (LOS)* is a metric that assigns a letter grade to network performance. The typical application is to measure the average amount of delay experienced by vehicle drivers at an intersection during the most congested time of day and assign a report card range from LOS A (fewer than 10 seconds of delay) to LOS F (more than 80 seconds of delay). Vehicle level of service is used to measure vehicle mobility.

## Attachment 2. Project List

Project ID	Project Name	Category	Fee Program Component	Cost Estimate (\$2022)	Estimated Funding from Other Sources	Unfunded Cost Allocated to TIF Calculation
1	State Route 17 Corridor Congestion Relief Project	Safety and Capacity Improvements	TI	\$110,820,000	\$99,738,000	\$11,082,000
2	Shannon Rd Widening and Safety Improvements	Safety and Capacity Improvements	TI	\$4,371,513	\$1,471,513	\$2,900,000
3	Union Avenue Widening and Sidewalks	Complete Streets (Carryover)	TI	\$4,226,672	\$3,170,004	\$1,056,668
4	Traffic Signal Modernization Program	Traffic Signal	TI	\$20,452,114	\$12,452,114	\$8,000,000
5	Highway 17 Bicycle & Pedestrian Overcrossing	BPMP Priority Projects	VMT	\$25,288,625	\$18,966,469	\$6,322,156
6	Kennedy Sidewalk & Bike Lanes	BPMP Priority Projects	VMT	\$1,402,065	\$138,740	\$1,263,325
7	Sidewalk Gap Filling Projects	Other BPMP Projects - New Facilities	VMT	\$600,000	0	\$600,000
8	New and Expanded Bicycle and Pedestrian Facilities (Non-Priority Projects)	Other BPMP Projects - New Facilities	VMT	\$2,000,000	0	\$2,000,000
9	Los Gatos Almaden Road Complete Streets Improvements	Complete Streets (Carryover)	TI	\$4,226,672	\$3,170,004	\$1,056,668
10	Los Gatos Boulevard Multimodal Widening	Complete Streets (Carryover)	TI	\$5,635,562	\$4,226,672	\$1,408,891
11	Parking Program Implementation	Lighting and Signage	TI	\$400,000	0	\$400,000
12	Bicycle and Pedestrian Improvements Program -Safety Improvements	Other BPMP Projects - Bicyclist and Pedestrian Safety	TI	\$1,000,000	0	\$1,000,000
13	Priority Projects from Bicycle and Pedestrian Master Plan	BPMP Priority Projects	VMT	\$11,232,751	\$5,616,375	\$5,616,375
			<b>TOTALS</b>	<b>\$191,655,974</b>	<b>\$148,949,891</b>	<b>\$42,706,083</b>

## Analysis of Fees in Comparable Jurisdictions

### A Note About VMT Fees

While no city or town in the Bay Area has adopted a Vehicle Miles Travelled (VMT) impact fee, the City of San Diego does have a VMT in lieu fee which they call their Active Transportation In Lieu Fee. Their fee is required for residential and non-residential development projects located in their Mobility Zone 4 and is currently \$1,400 per excess Vehicle Mile Traveled for residential and non-residential development projects. The City of San Diego also created an Active Transportation In Lieu Fee calculator and a user manual. Below is the background language provided in the manual.

*In preparation for the implementation of SB 743, the City of San Diego developed the Mobility Choices Program, with an Active Transportation In Lieu Fee component, to provide an avenue for future development to mitigate associated VMT related impacts. The Active Transportation In Lieu Fee will assist the City to fund and construct multi-modal infrastructure that will help to reduce citywide VMT to levels that are consistent with the State's climate change goals, as implemented by SB 743 and SB 375, and also the City's local climate goals, as set forth in the City's Climate Action Plan. The Active Transportation In Lieu Fee only applies to development projects (projects) located within the Mobility Zone 43, since these are the areas that typically generate an average VMT above the significance thresholds recommended by OPR, and the threshold that the City will be using as well. Per the City's Transportation Study Manual, discretionary development projects within these areas will need to reduce their project VMT per Capita to 15% below the regional average (for residential and office projects) through the use of VMT-reducing strategies in order to have a less than significant transportation VMT impact on the environment.*

*Rather than investing VMT reducing infrastructure in Mobility Zone 4, where its VMT reduction potential is limited, the Mobility Choices regulations would require payment of a fee to mitigate transportation VMT impacts. The fee is based on the estimated cost to reduce a mile of VMT within areas of the City where there is greater return on investment for VMT reducing infrastructure (in the City's Mobility Zones 1, 2, and 3. The purpose of this fee is to 1) invest in active transportation and transit infrastructure within Mobility Zones 1, 2 and 3 where VMT reduction potential is highest and where the greatest return on investment in terms of VMT reductions can be achieved, and 2) allow projects within Mobility Zone 4 to more efficiently work towards a mitigation solution for VMT impacts. This fee is based on the planning level costs identified for the various VMT-reducing infrastructure and associated VMT reduction. This calculation resulted in the projected cost to reduce a single unit of VMT within Mobility Zones 1, 2, and 3, on average (Fee Cost). These calculations are established within the City of San Diego Active Transportation In Lieu Fee Program - Nexus Study.*

### Comparison of Fees

When adopting an updated fee, one consideration is the level of fees charged by nearby jurisdictions as well as the current transportation impact fees being collected in Los Gatos. Again, while no city or town in the Bay Area has adopted a VMT impact fee, Table 3-1 below shows the fees charged by several South Bay jurisdictions as well as the existing and proposed fee levels for Los Gatos.

**Table 3-1. Fee Comparison with Other Jurisdictions**

City or Jurisdiction & Update Year	Single-Family (\$ per Dwelling Unit, unless indicated)	Multi-Family (\$ per Dwelling Unit, unless indicated)	Office (\$ per 1,000 square feet (KSF))	General Retail (unless indicated) (\$ per KSF)
<b>Los Gatos (Current)</b>	\$9,571	\$6,841	\$11,000	\$10,045
<b>Los Gatos (Proposed with VMT)</b>	\$20,098	\$14,365	\$24,706	\$28,037
<b>Menlo Park (2022)</b>	\$18,845.593	\$6,351.83	\$21,880	\$12,760
<b>San Mateo (2022)</b>	\$6,867.99	\$3,468.58	\$8,366.76	\$27,735.48
<b>San Carlos (2022)</b>	\$7,243	\$4,097	\$8,413	\$27,874
<b>Los Altos (2022)</b>	\$6,774.20	\$4,159	\$9,993.93	\$12,408.73
<b>Redwood City (2022)</b>	Non-Downtown: \$1,617 Downtown: \$1,212	Non-Downtown: \$992 Downtown: \$744	Non-Downtown: \$2,380 Downtown: \$1,790	Non-Downtown: \$940 Downtown: \$2,960
<b>Palo Alto (2022)</b>	Citywide: \$9,266 per net new PM peak hour trip Charleston/Arastradero district: \$460/KSF commercial or \$1,599 per DUE			
<b>East Palo Alto (2022)</b>	\$2,869.83	\$2,024.79	\$8,360	\$8,360
<b>Mountain View (2022)</b>	\$5,364	\$3,004	\$5,720	\$5,720
<b>Cupertino (2022)</b>	\$6,797	\$4,215	\$19,150	\$10,940
<b>Gilroy (2022)</b>	"Low-Density" \$13,012	"High-Density" \$10,548	Low Traffic Commercial: \$14,397 High Traffic Commercial: \$29,082	
<b>Morgan Hill (2022)</b>	\$3,585	>1,200SF: \$2,222 <1,200 SF: \$1,399	All remaining uses charged using \$3,585/Peak Hour Traffic	
<b>City of Santa Clara (2022)</b>	\$1,391.16	\$618.30	\$1,610	Retail elements >50KSF: \$5,350
<b>Sunnyvale (2023)</b>	Special planning zone: Lawrence Station Area Plan \$1,472/Residential Unit, applying after 2,323 residential units have been built or approved in the plan area.			



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/02/2023

ITEM NO: 13

DESK ITEM

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DATE: May 2, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Receive the Report and Provide Direction on Potential Changes to the Town's Transportation Impact Fee

**REMARKS:**

Attachment 4 is a staff presentation which contains additional background, project list summary, projected development, fee calculation, and discussion items.

**Attachments Previously Received with the Staff Report:**

1. Council Policy 1-08 - Traffic Impact Policy
2. Project List for TIF and VMT Calculations
3. Analysis of Fees for Comparable Jurisdictions

**Attachments Received with this Desk Item:**

4. Staff Presentation

**PREPARED BY:** Nicolle Burnham  
Director, Parks and Public Works

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Reviewed by: Town Manager, Town Attorney, Community Development Director, and Finance Director

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# Transportation Impact Fee Program

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Town Council Meeting  
May 2, 2023

# Agenda

- 1 Background
- 2 Project List
- 3 Projected Development
- 4 Fee Calculation
- 5 Discussion and Feedback

## TRAFFIC IMPACT FEES

- 1987 - AB 1600 – California Mitigation Fee Act is promulgated and Codified in California Government Code Section 66000 – 66008.
- 1991 – Town of Los Gatos adopts first Traffic Impact Fee
- 2014 – Year of most recent Los Gatos Nexus Study to set Traffic Impact Fee Rates (Resolutions 2014-017 and 2014-059)
- 2020 / 2021 – Town Amends to Traffic Impact Policy to include VMT as metric for conducting transportation analyses for CEQA and establishes standards to comply with SB 743 (Resolution 2020-45); Council directs staff to update Traffic Impact Fees to reflect use of VMT.
- 2021 – State adopts AB 602 which requires: a) completion of a Nexus Study to support the fee adoption; b) Updating the Nexus Study every 8 years; c) calculate the fees based on square footage of the proposed development.

*Traffic Impact Fees are fees imposed on specific development projects to offset the cost of new or additional public facilities needed to serve the development.*



# BACKGROUND

## Scope of Current Study

### Update Traffic Impact Program To:

- Update Fees to Reflect Current Project Needs and Development Impacts
- Consider Implementation of VMT Fee
- Comply with Current California Codes To:
  - ✓ Complete Impact Fee Nexus Study
  - ✓ Calculate Fees Based on Square Footage

### A Word about Language

Traffic Impact Program (TIP): Describes the Overall Program and Associated Council Policy. The TIP includes Two Components:

Transportation  
Improvement  
Fee (TIF)

Expands  
Transportation  
Infrastructure

Vehicle Miles  
Traveled  
Reduction  
Fee (VMT)

Decreases  
Demand for  
Driving

## PROJECT LIST - SUMMARY

	Transportation Improvement Fee Project Costs (2022\$)	VMT Reducing Projects (2022\$)	Total (2022\$)
Total Project Costs	\$151,132,533	\$40,523,441	\$191,655,974
Estimated Funding from Other Source (e.g., grants)	\$124,228,307	\$24,721,584	\$148,949,891
<b>Unfunded Cost Allocated to TIP</b>	<b>\$26,904,227</b>	<b>\$15,801,857</b>	<b>\$42,706,083</b>

## PROJECTED DEVELOPMENT

- Determined Using Projected Development per General Plan
- Calculate the Traffic Demand of Each Land Use (from Institute for Transportation Engineers Data) and Convert Increased Demand into Dwelling Unit Equivalent Rates
- Single Family Residential Demand is Set at 1.0; Other Land Uses Scale Up or Down from Residential.
- DUE Rates are Applied to the Projected Development Amounts to Determine Total DUE's that would pay into the Fee Program. Total DUE = 2,021

Land Use	Dwelling Unit Equivalent Rates (DUE)
Single-Family (per dwelling unit)	1.00
Multi-Family (per dwelling unit)	0.71
Retail (per 1,000 square feet)	1.40
Office (per 1,000 square feet)	1.23
Industrial (per 1,000 square feet)	0.58

## FEE CALCULATION

	Transportation Improvements Fee	VMT Fee
Unfunded Cost Allocated to TIP (from Project List)	\$26,904,227	\$15,801,857
Less Existing Mitigation Fee Fund Balance (as of Fall 2022; will be updated prior to final fee adoption)	<u>(\$1,319,656)</u>	<u>(\$775,084)</u>
Total Unfunded Cost Used in Calculations	\$25,584,570	\$15,026,773
Net DUE's (from General Plan Land Use and Trip Generation Estimates)	2,021	2,021
<b>Cost per DUE (Maximum Fee)</b>	<b>\$ 12,661</b>	<b>\$7,437</b>

## FEE CALCULATION – PER LAND USE

Land Use / Unit Basis of Fee	DUE Rate	VMT Fee	Transportation Improvement Fee	Total Maximum Fee Per Unit
Single-Family / per Dwelling Unit	1.00	\$7,437	\$12,661	\$20,098
Multi-Family / per Dwelling Unit	0.71	\$5,315	\$9,050	\$14,365
Retail / per 1,000 square feet	1.40	\$10,374	\$17,663	\$28,037
Office / per 1,000 square feet	1.23	\$9,141	\$15,564	\$24,706
Industrial / per 1,000 square feet	0.58	\$4,288	\$7,300	\$11,588

Note: Residential Fee is converted to per square foot based on average unit size of 1,671 square feet for single family unit and 884 square feet per unit for multi-family. See memo Table 5.

## EXISTING VERSUS PROPOSED FEES

Project	Calculated Fees to be Paid Under Existing Fee Program <sup>1</sup>	Proposed Fee
Accessory Dwelling Unit	\$0	\$0
New Single-Family Residence (hypothetical) (3,000 SF)	\$9,581.60	\$36,090
Multi-family Residential Project (16940 Roberts Rd, 3 condominiums – 1,820, 1,797, and 1,806 SF)	\$23,394.36	\$88,069.52
Redevelopment (16212 Los Gatos Blvd), existing commercial building, 2,312 SF) with proposed retail/office at 6,185 SF	\$251,720	\$91,315
Retail (15600-15650 Los Gatos Blvd, Whole Foods) 40,190 SF Retail	\$2,129,936	\$1,126,807

# DISCUSSION ITEMS

## What should the new rate be?

- Option 1: Use Calculated Fee
- Option 2: Reduce the VMT Fee Component
- Option 3: Reduce the Transportation Improvement Fee Component
- Option 4: Reduce rates for certain land use types only

## Which Credits / Exemptions Should Staff Consider?

- For all ADU's?
- For Deed Restricted Affordable Housing?
- Others?

## Expectations for Outreach

- Regulated Community?
- Chamber of Commerce?
- Others?

# TRANSPORTATION FEE POLICY OPTIONS

Keep in mind:

1. Council may adopt fees at any level up to the maximum fee presented tonight
2. Council may adopt different fee levels for each land use (e.g., 100% of proposed fees for commercial and 75% of proposed fees for residential)
3. Reducing VMT Fee reduces mitigation effectiveness
4. Reducing either fee implies need for additional alternative funding sources to deliver project list

Option	Pro	Con
Adopt both fee components at proposed fee levels	Maximizes funding for Town capital projects	Higher fees than many jurisdictions
Adopt VMT fee component at reduced fee level	Reduces fee burden on development	Lower fee revenue, less VMT mitigation effectiveness
Adopt Transportation Improvement fee component at reduced fee level	Reduces fee burden on development	Lower fee revenue



# QUESTIONS?

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# DETAILED PROJECT LIST

Project Name	Category	Fee Program Component	Total Project Cost (\$2022)	Estimated Funding from Other Sources	Unfunded Cost Allocated to TIF Calculation
State Route 17 Corridor Congestion Relief Project	Safety and Capacity Improvements	TI	\$110,820,000	\$99,738,000	\$11,082,000
Shannon Rd Widening and Safety Improvements	Safety and Capacity Improvements	TI	\$4,371,513	\$1,471,513	\$2,900,000
Union Avenue Widening and Sidewalks	Complete Streets (Carryover)	TI	\$4,226,672	\$3,170,004	\$1,056,668
Traffic Signal Modernization Program	Traffic Signal	TI	\$20,452,114	\$12,452,114	\$8,000,000
Highway 17 Bicycle & Pedestrian Overcrossing	BPMP Priority Projects	VMT	\$25,288,625	\$18,966,469	\$6,322,156
Kennedy Sidewalk & Bike Lanes	BPMP Priority Projects	VMT	\$1,402,065	\$138,740	\$1,263,325
Sidewalk Gap Filling Projects	Other BPMP Projects - New Facilities	VMT	\$600,000	0	\$600,000
New and Expanded Bicycle and Pedestrian Facilities (Non-Priority Projects)	Other BPMP Projects - New Facilities	VMT	\$2,000,000	0	\$2,000,000
Los Gatos Almaden Road Complete Streets Improvements	Complete Streets (Carryover)	TI	\$4,226,672	\$3,170,004	\$1,056,668
Los Gatos Boulevard Multimodal Widening	Complete Streets (Carryover)	TI	\$5,635,562	\$4,226,672	\$1,408,891
Parking Program Implementation	Lighting and Signage	TI	\$400,000	0	\$400,000
Bicycle and Pedestrian Improvements Program -Safety Improvements	Other BPMP Projects - Bicyclist and Pedestrian Safety	TI	\$1,000,000	0	\$1,000,000
Priority Projects from Bicycle and Pedestrian Master Plan	BPMP Priority Projects	VMT	\$11,232,751	\$5,616,375	\$5,616,375
		<b>TOTALS</b>	<b>\$191,655,974</b>	<b>\$148,949,891</b>	<b>\$42,706,083</b>

# COMPARISON OF PROPOSED FEE TO OTHER COMMUNITIES

City or Jurisdiction & Update Year	Single-Family (\$ per Dwelling Unit, unless indicated)	Multi-Family (\$ per Dwelling Unit, unless indicated)	Office (\$ per 1,000 square feet (KSF))	General Retail (unless indicated) (\$ per KSF)
Los Gatos (Current)	\$9,571	\$6,841	\$11,000	\$10,045
Los Gatos (Proposed TIP)	\$20,098	\$14,365	\$24,706	\$28,037
Menlo Park (2022)	\$18,845.593	\$6,351.83	\$21,880	\$12,760
San Mateo (2022)	\$6,867.99	\$3,468.58	\$8,366.76	\$27,735.48
San Carlos (2022)	\$7,243	\$4,097	\$8,413	\$27,874
Los Altos (2022)	\$6,774.20	\$4,159	\$9,993.93	\$12,408.73
Redwood City (2022)	Non-Downtown: \$1,617 Downtown: \$1,212	Non-Downtown: \$992 Downtown: \$744	Non-Downtown: \$2,380 Downtown: \$1,790	Non-Downtown: \$940 Downtown: \$2,960
Palo Alto (2022)	Citywide: \$9,266 per net new PM peak hour trip Charleston/Arastradero district: \$460/KSF commercial or \$1,599 per DUE			
East Palo Alto (2022)	\$2,869.83	\$2,024.79	\$8,360	\$8,360
Mountain View (2022)	\$5,364	\$3,004	\$5,720	\$5,720
Cupertino (2022)	\$6,797	\$4,215	\$19,150	\$10,940
Gilroy (2022)	"Low-Density" \$13,012	"High-Density" \$10,548	Low Traffic Commercial: \$14,397 High Traffic Commercial: \$29,082	
Morgan Hill (2022)	\$3,585	>1,200SF: \$2,222 <1,200 SF: \$1,399	\$3,585 / Peak Hour Traffic	
City of Santa Clara (2022)	\$1,391.16	\$618.30	\$1,610	Retail elements >50KSF: \$5,350
Sunnyvale (2023)	Special planning zone: Lawrence Station Area Plan \$1,472/Residential Unit, applying after 2,323 residential units have been built or approved in the plan area.			

# Why

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## How TIP supports the plans and policies we care about

### Plans for Safety and Reduced Congestion

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- Mobility Element of General Plan
  - MOB-1: Reduce VMT and manage vehicle congestion through a complete streets network
  - MOB-2: Provide continuous, safe, and efficient bicycle and pedestrian facilities
  - MOB-4: ...transportation network with infrastructure and design features that allow safe and convenient travel for all users
- Bike Pedestrian Master Plan
  - Highway 17 Bicycle and Pedestrian Overcrossing
- Local Roadway Safety Plan
- Council Strategic Priorities 2013-2025
  - Traffic/Transportation
- Capital Improvement Program
  - Traffic Signal Modernization

### Fee Program Policy Objectives

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- Defensibility: meet all statutory requirements and be able to withstand scrutiny with respect to methods, analysis, and data inputs.
- Consistency: should be consistent with the General Plan in terms of expected growth in land use, assumed transportation infrastructure projects, and findings on the aggregated VMT impacts.
- VMT Mitigation: Town wanted to use fee program as one tool in environmental clearance process for new development
- Funding Efficiency: Town has ambitious program of planned projects of widely varying types- mostly bike/ped and safety but also traffic signal system and highway capacity (SR-17)
- Maintain reasonable administrative burden



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/02/2023

ITEM NO: 14

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DATE: April 27, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Authorize the Town Manager to Execute an Agreement for Services with the Los Gatos Chamber of Commerce to Manage the Town's Visitors Information Center Including a Visit Los Gatos Website, Related Social Media Pages, and Participation with Related Community Vitality Initiatives as Outlined in the Scope of Services in an Amount Not to Exceed \$55,000.

**RECOMMENDATION:**

Authorize the Town Manager to execute an Agreement for Services with the Los Gatos Chamber of Commerce to manage the Town's Visitors Information Center including a Visit Los Gatos Website, related social media pages, and participation with related community vitality initiatives as outlined in the scope of services in an amount not to exceed \$55,000.

**BACKGROUND:**

The Chamber of Commerce has long been a valued partner with the Town of Los Gatos in supporting the business community, coordinating the Leadership Los Gatos program, and providing visitor information and destination marketing services. Beginning in 2001, the Town began formally contracting with the Chamber to provide such services and annual renewals with modifications as needed have been approved every year thereafter.

Originally, in 2001, the agreed upon scope of services with the Chamber of Commerce was quite extensive and included several additional tasks beyond the Visitors Information Center and Leadership Los Gatos services, including maintenance of the Town's official website; creation, production/printing, and distribution of the Town's calendar, Town maps, and brochures; and an advertising campaign with local radio stations and newspapers. The Town provided funding in the amount of \$100,526 in total for these services, with the Town Information Center and Leadership Los Gatos accounting for about \$42,000 of that total.

**PREPARED BY:** Monica Renn  
Economic Vitality Manager

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

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SUBJECT: Annual Agreement for Services with the Chamber of Commerce for the Town's Visitors Information Center, FY 2023/24

DATE: April 27, 2023

BACKGROUND (continued):

As the years progressed, the contract for services evolved and the services provided by the Chamber of Commerce were reduced to the Visitors Information Center and Leadership Los Gatos. Around 2007, the Town was providing \$33,000 for the Town's Visitors Information Center and \$15,000 for the coordination of Leadership Los Gatos, with additional budget to fund the Town staff participating as Leadership candidates.

The contract amount has continued to increase slightly over time, with the most notable increase taking place in Fiscal Year (FY) 2019/20 when the contracted amount was a not to exceed amount of \$60,000, allocated as \$55,000 for Visitors Information Center services and \$5,000 for the assistance with the Town's Leadership Los Gatos program. Additionally with this contract, the scope of services specific to the coordination of Leadership Los Gatos was reduced significantly with the workload being absorbed by Town staff.

For the following fiscal year (FY 2020/21), the COVID-19 pandemic had hit the Los Gatos community and the Town Council voted to continue to provide \$55,000 to the Chamber as a subsidy for managing the Town's Visitors Information Center and assisting with related community vitality initiatives, as they were a crucial partner in supporting the business community and community at large navigate health orders and dynamic economic environment. Leadership Los Gatos was suspended for the year.

Additionally, on May 4, 2021, the Town Council allocated \$55,000 of the American Rescue Plan Act (ARPA) funds to the Chamber of Commerce to assist with emergency destination marketing to provide a jumpstart to community vitality efforts. The destination marketing effort included: the creation of a "one stop" branded website, Visit Los Gatos; social media content development; video production of a Visit Los Gatos promotional video; investment into Visit California content; media relations, and "Fam" trips which are local tours for hotel and hospitality staff to get to know the area in order to make recommendations to guests.

When this money was allocated, the Town Council noted that this annual agreement for services would be forthcoming and that it was necessary to show a distinction between the services rendered under the funds allocated for the emergency destination marketing, and the services rendered under the Chamber's annual agreement to facilitate the Town's Visitors Information Center.

Subsequently, on June 15, 2021, the Town Council approved the annual agreement for services for FY 2021/22 for \$55,000 for the Chamber of Commerce to operate the Town's Visitors Information Center that included refreshed deliverables in the scope of services, which were developed in collaboration with the Chamber, and focused on website and social media efforts.

SUBJECT: Annual Agreement for Services with the Chamber of Commerce for the Town's  
Visitors Information Center, FY 2023/24

DATE: April 27, 2023

BACKGROUND (continued):

Leadership Los Gatos was not included for FY 2021/22 as the program had not returned due to the ongoing COVID-19 pandemic.

As FY 2022/23 approached and staff prepared to bring forward a status quo agreement, the Chamber of Commerce requested an increase in funding from the Town for a total of \$88,500 for the Visitors Information services. The Town Council voted to keep the contract amount at \$55,000 for FY 2022/23; however, provided a grant for street pole banners through the Town's community grant program, ARPA grant funding for the coordination and implementation of the Promenades summer event series, and subsidy for the annual Holiday Light Display installation.

DISCUSSION:

As the Town Council considers its review of the Proposed Budget for FY 2023-24 on May 16, 2023, staff has recognized the ongoing fiscal challenges of the Town and focused on a status quo approach for the next fiscal year. As a result, the proposed agreement for services with the Chamber of Commerce seeks to provide ongoing Visitors Information Center services in the amount of \$55,000 (Attachment 1).

In April 2023, Town staff and the Mayor met with the Chamber of Commerce Executive Director and Board Members for a regularly scheduled quarterly meeting. At this time, the Chamber provided a Year End Report (Attachment 2). The report provides a snapshot of the services rendered that support the efforts of marketing Los Gatos as premiere Bay Area destination and supporting the local business community, Los Gatos residents, and visitors.

During this meeting, the Chamber of Commerce highlighted the services they provide, many of which exceed those included within the current scope of services; however, provide a benefit to several stakeholder groups including Chamber members and non-member businesses, residents, and visitors, and noted that with such a lean staff team, there tends to be the need to have staff perform both Chamber and Visitor Center duties, often simultaneously.

The Town values the partnership, marketing, and business community support provided by the Chamber of Commerce, and notes that they have provided the deliverables included in the current scope of services. The Chamber built and continues to maintain a reimagined website, <https://visitlosgatosca.com>, that serves residents and visitors alike, and is readily available through keyword web searches. In addition, they provide social media destination marketing, and support to the business community through the Visit Los Gatos Instagram and Facebook pages. The Chamber continues to create space for businesses and the Town to connect on meeting topics such as employee parking, holiday shopping safety, economic recovery and streamlining, and other Town efforts that have a direct impact on business stakeholders. The Town looks forward to continuing this partnership with the Chamber of Commerce.

SUBJECT: Annual Agreement for Services with the Chamber of Commerce for the Town's  
Visitors Information Center, FY 2023/24

DATE: April 27, 2023

DISCUSSION (continued):

During the quarterly meeting with the Mayor and Town staff, the Chamber shared concerns regarding their growing costs for doing business and supporting personnel, indicating that \$55,000 may not be enough funding for future contracts. Town staff has not identified a source for additional funding at this time, thus is coming forward with the recommendation of a status quo agreement for \$55,000 with a similar scope of services to the previous agreement.

The Town intends on reinstating and facilitating Leadership Los Gatos this fall and will absorb the program entirely for FY 2023-24. The Chamber is in a time of transition as they are recruiting a new Executive Director and are not able to commit to adding the coordination assistance for Leadership Los Gatos back into the scope of services at this time and will re-evaluate a partnership for the program in the future.

CONCLUSION:

Town staff is recommending that the Council authorize the Town Manager to execute an Agreement for Services with the Los Gatos Chamber of Commerce to manage the Town's Visitors Information Center including a Visit Los Gatos Website, related social media pages, and participation with related community vitality initiatives as outlined in the scope of services in an amount not to exceed \$55,000.

Alternatively, the Town Council may wish to modify the scope of service or direct alternative funding options for the agreement for services with the Chamber of Commerce.

FISCAL IMPACT:

Funds for this agreement for services (\$55,000) have been incorporated in the Proposed FY 2023/24 Budget.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft Agreement for Services for the Chamber of Commerce to manage the Town's Visitors Information Center for FY 2023/24
2. Memo from the Executive Director of the Chamber of Commerce, Catherine Somers and President of the Los Gatos Chamber of Commerce Board of Directors, Jim Foley, dated April 19, 2023, Year End Report – FY 22-23



**AGREEMENT FOR SERVICES BY AND BETWEEN THE TOWN OF LOS GATOS AND THE LOS GATOS CHAMBER OF COMMERCE FISCAL YEAR 2023/2024**

THIS AGREEMENT is made and entered into on May 2, 2023, by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and LOS GATOS CHAMBER OF COMMERCE, ("Chamber"), whose address is 10 Station Way, Los Gatos, California. This Agreement is made with reference to the following facts.

**I. RECITALS**

WHEREAS, TOWN appropriated funds in its Fiscal Year 2023/2024 Budget for allocation of funds, and;

WHEREAS, Town desires to engage Chamber to provide services as permitted, and TOWN has appropriated funds for this purpose, to be utilized during the time period between July 1, 2023, and June 30, 2024, and;

WHEREAS, CHAMBER represents and warrants the truth of all statements contained in "Scope of Services" attached as Exhibit A and incorporated herein by reference.

WHEREAS, TOWN and Los Gatos Chamber of Commerce have executed an Agreement since Fiscal Year 2001, and;

WHEREAS, TOWN desires to engage the Chamber to provide Town Visitor's Information Center, including a Visit Los Gatos Website and Social Media Marketing with the Town of Los Gatos.

- 1.2 The Chamber represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Chamber 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 Chamber.

**II. AGREEMENTS**

- 2.1 Scope of Services. Chamber shall provide services as described in that certain Exhibit A Chamber of Commerce Scope of Services, 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 July 1, 2023, to June 30, 2024. Chamber shall perform the services described in this agreement as follows: provide the Visitor's Information Center including the Visit Los Gatos website as outlined in Exhibit A – Scope of Services.

ATTACHMENT 1

- 2.3 Compliance with Laws. The Chamber shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Chamber represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Chamber to practice its profession. Chamber 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. Chamber 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 Chamber 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 Chamber in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Chamber shall not make any of these documents or information available to any individual or organization not employed by the Chamber or the Town without the written consent of the Town before such release.
- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$55,000** for Town Visitor's Information Center including the Visit Los Gatos Website and Social Media Marketing, inclusive of all costs.
- 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 as described in Exhibit A.

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

Invoices:

Email to: [AP@losgatosca.gov](mailto:AP@losgatosca.gov)

Or, Mail to: Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Chamber 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 Annual Report. Chamber shall provide, at a minimum, reports in December 2023 and May 2024 including services rendered by the Visitor's Information Center and Visit Los Gatos Website accounting of expenditures of the funds covered by this agreement; and, analytics and data reflective of activity and online "traffic" on the website, social media and boosts/advertisements with direct links to the website as described in Exhibit A - Scope of Services.
- 2.10 Use of Town of Los Gatos Branding and Logo. The Town of Los Gatos will provide branding for the Visit Los Gatos Website including a logo and color palette. This shall be used for the creation of the website. The provided branding is property of the Town of Los Gatos and shall only be used by the Chamber for business of and marketing collateral that is executed as a part of the Visitor's Information Center or Visit Los Gatos website. Use of the logo in social media, print, email, or other form that is not directly related to the Visitor's Information Center or Visit Los Gatos website requires explicit written permission by the Town of Los Gatos.
- 2.11 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Chamber. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.12 Independent Contractor. It is understood that the Chamber, 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 they shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Chamber 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. Chamber agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Chamber 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 Chamber or is based on allegations of Chamber's negligent performance or wrongdoing.
- 2.13 Conflict of Interest. Chamber understands that the professional responsibilities of the Town Information Center are solely to the Town. The Chamber has and shall not obtain any holding or interest within the Town of Los Gatos. Chamber 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, Chamber 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. Chamber 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, Chamber discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Chamber shall promptly notify

Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

- 2.14 Use of Funds. The Chamber (Visitor Information Center) shall not use any monies received under this agreement for the endorsement, opposition or participation in any political lobbying activity involved in the support or opposition to any candidate for public office, proposed ballot measure or item pending Town Council Action.
- 2.15 Equal Employment Opportunity. Chamber warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Chamber nor its subcontractors 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. Chamber agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Chamber 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 two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Chamber 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. Chamber agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$2,000,000 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 Chamber; products and completed operations of

Chamber, premises owned or used by the Chamber. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

- ii. The Chamber'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 Chamber'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 Chamber'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, Chamber 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, Chamber shall ensure that all subcontractors employed by Chamber provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Chamber 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 Chamber, or any of the Chamber'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 Chamber 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 Chamber shall deliver to the Town all plans, files, documents, reports, performed to date by the Chamber. In the event of such termination, Town shall pay Chamber 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 Chamber.
- 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   | LOS GATOS CHAMBER OF COMMERCE |
| Attn: Town Clerk    | Attn: Executive Director      |
| 110 E. Main Street  | 10 Station Way                |
| Los Gatos, CA 95030 | Los Gatos, CA 95030           |
- or personally delivered to Chamber to such address or such other address as Chamber 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 Chamber. 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 Chamber have executed this Agreement.

Recommended by:

\_\_\_\_\_  
Monica Renn, Economic Vitality Manager

Town of Los Gatos by:

Los Gatos Chamber of Commerce by:

\_\_\_\_\_  
Laurel Prevetti, Town Manager

\_\_\_\_\_  
Executive Director

Approved as to Form:

Attest:

\_\_\_\_\_  
Gabrielle Whelan, Town Attorney

\_\_\_\_\_  
Wendy Wood, Town Clerk

**EXHIBIT A - SCOPE OF SERVICES**  
**AGREEMENT FOR SERVICES WITH THE CHAMBER OF COMMERCE**  
**FY 2023/2024**

**LOS GATOS VISITOR INFORMATION CENTER & VISIT LOS GATOS WEBSITE**  
**\$55,000**

All services rendered as a part of this scope of services under the function of the Los Gatos Visitor Information Center shall be to the benefit and promotion of Town-wide stakeholders including businesses, residents, and visitors.

The following services and information will be coordinated and provided by the Chamber of Commerce as a part of the operations of the Los Gatos Visitor Information Center and Visit Los Gatos Website:

Maintain branded website, <https://visitlosgatosca.com>, that is easily accessible and simple to navigate.

- a. Appears in keyword searches as a top option for phrases such as: Visit Los Gatos; Things to do in Los Gatos; Los Gatos Restaurants; Los Gatos Hotels; Los Gatos Events, etc.;
  - b. Inclusive of all businesses in featured categories, regardless of Chamber of Commerce membership status;
  - c. Includes businesses throughout the Town including Downtown, The Boulevard, and featured shopping centers;
    - i. Branding and messaging reflective of the Town's goals and objectives
  - d. Language on the website must reflect the partnership of the Town of Los Gatos and Chamber of Commerce as partners/sponsors of the website;
  - e. Provide limited printed marketing materials such as small cards, window clings, counter signs, or other appropriate collateral that may be displayed or provided to visitors at the hotels, restaurants, shops, Chamber of Commerce Office, Town Hall, Library, etc. that identifies and promotes the Visit Los Gatos website;
  - f. Website maintained weekly by Chamber of Commerce to ensure information is up to date.
    - i. Town staff will provide new business information as available;
  - g. Town of Los Gatos will maintain a direct link to the Visit Los Gatos website as its primary source for visitor information.
2. Social Media advertisement of Visit Los Gatos Website and Marketing efforts:
- a. Purchase/provide social media ads and/or boosts that promote the Visit Los Gatos website and track "clicks" and visits directly linked to the webpage.
  - b. Provide a minimum three posts per week on each social media outlet promoting Visit Los Gatos;



- c. Provide the “link in the bio” to the Visit Los Gatos website on all social media accounts where available; and,
- 3. Continue to support the Town’s business outreach efforts for events, meetings, and programs through social media, email, etc.
  - a. Promote Town events in Chamber of Commerce marketing materials including email notifications and newsletters.
- 4. Offer in-person Los Gatos Visitor Information Center services at the Chamber of Commerce offices.
  - a. Respond to walk-in and call-in inquiries, and encourage engagement with the Visit Los Gatos website; and
  - b. Allow Town meetings with the business community to be conducted at the Chamber of Commerce offices during mutually agreed upon times and days.
- 5. Bi-Annual written reports and monthly invoicing:
  - a. Upon request, and at a minimum twice annually, in December and April/ May, Chamber shall provide analytics in a written report for the identified objectives.
  - b. Invoice the Town for payment of services monthly, as described in the attached agreement.



**Memo To:** Town of Los Gatos Staff and Town Council

**From:** Catherine Somers, Executive Director, LGCC  
Jim Foley, President LGCC Board of Directors

**Subject:** Year End Report - FY 22-23  
\$55K for Town Information Center

**Date:** April 19, 2023

The Los Gatos Chamber of Commerce is an independent contractor that is paid a fee for service by the Town of Los Gatos. This memo details the ways in which the Chamber has fulfilled the scope of services outlined in the Town's Agreement with the Los Gatos Visitor and Information Center.

**For reference: Primary purpose of the Los Gatos Chamber of Commerce**

**Our Mission:** The Los Gatos Chamber serves the community first and foremost by being a catalyst for business growth and success; acting as a convener of community leaders and influencers to get things done; and serving as a champion for a thriving business community.

**Our Vision:** The Los Gatos Chamber of Commerce will be a strong, unified voice of the spirited Los Gatos business community... recognized as a catalyst for business growth and advocacy. Being a champion for the town of Los Gatos, the Chamber will work to preserve the cherished quality of life and integrity in our town ... and will be admired for its skill in listening to the concerns of all segments of the community and acting as a convener of all for dialogue and for problem solving.

As a courtesy, the Town has an agreement with the Chamber to manage the Town's Visitor and Information Center. This agreement has been in place off and on for the past 23 years.

Back in the early days, The Town Council approved as much as \$100,000 for services provided by the Chamber of Commerce. Over the years, that amount has decreased significantly, yet the expectations of the agreement have remained the same.

Since 2019, the Chamber has received approximately \$55K.

In the last few years, the Chamber has received some additional funding for DEI worthy projects and ARPA funding for some emergency destination marketing.

In the FY 22-23, the Chamber provided the following services to meet the expectations outlined in the current agreement. Please see the 2022-23 Scope of Services for cross reference.

#### **Los Gatos Information Center @ \$55 K**

The Town of Los Gatos' Information Center is open all year, Monday – Friday, 9 a.m. – 5 p.m. except for scheduled holidays. Often, we will open for part of the day on a Saturday or Sunday, particularly on Holiday or Special Event weekends. We respond to all Los Gatos visitor and resident inquiries regarding shopping, dining, lodging, events, relocation, general commerce, and other related visitor information topics. **Typically, we receive 3-5 out-of-town guests per day and a handful of our in town locals who stop by for information on current events.** We distribute Los Gatos promotional materials and replenish the brochures as needed all the while working with the town to fulfill any relocation requests from people looking to relocate here or to start a business here.

#### **On most days, we answer 7-10 phone calls from people seeking Visitor or Town information.**

In the summer, the average number of calls increases. Comments suggest we act as a local concierge service trying to fulfill the needs and entertain our town guests. This year, the Chamber added a few items to our list of responsibilities including but not limited to a more comprehensive social media destination marketing campaign (we were able to fund this program with the ARPA funds we received in 2021). Since January 1, 2023, the Chamber of Commerce has funded this marketing. We also facilitated another series of six Promenades on North Santa Cruz Avenue. We followed up on a few beautification initiatives we started a few years ago. Sights have also been set on potential Los Gatos Boulevard developments, so we are trying to coordinate efforts and building plans with property owners. Lastly, we have built a stronger relationship with Los Gatos Music and Arts, Jazz on the Plazz and Music in the Park; collectively advertising the Sounds of Summer.

The Chamber pays rent in the amount \$1,000 per month for the Town's Visitor and Information Center space which is approximately 500 sq. ft. The rent paid includes the use of the meeting room. The Chamber covers the cost of staff help as it relates to visitor services (40 hours per week at \$30 *fully loaded* per hour) and we maintain the only public restroom in town.

Town Marketing efforts in 2022-23 included:

- Creation and maintenance of the Visit Los Gatos Website (as funded initially by the ARPA Destination Marketing Grant and now by the Chamber itself)
- Los Gatos Dining and Places to Stay Guides (produced electronically and in print and maintained by the LGCC)
- Los Gatos Self-Guided Walking Tours – Discover Lost Gatos (funded by LGCC)
- Los Gatos Event Venue Guide (produced and maintained electronically by the LGCC)
- Los Gatos Creek Trail, Lexington, Vasona, Villa Montalvo, and other informational brochures
- Advertising and editorial content in local newspapers/magazines including: Los Gatos Magazine, Los Gatos Weekly, San Jose Mercury News, Content Magazine and The Metro
- Los Gatos Town Map (produced and maintained by the LGCC)
- Los Gatos Downtown Tourist Map (produced by LGCC)
- Santa Cruz Mountain winery maps/ Santa Clara winery maps/Livermore winery maps
- Los Gatos Local Resource Guide and Directory – (sent to 15,000+ LG residents and 3500 Monte Sereno residents produced and maintained by the LGCC)
- Partnered with a firm which maintains a display rack of information promoting tourism and things to do in Northern California
- Work with Visit California and Team San Jose, encouraging them to feature Los Gatos in their tourist publications
- Community-wide events posted in our front windows, newsletter and website
- Weekly updates to our Chamber and Visit Los Gatos websites and the Community Calendar
- Daily updates (as necessary) to all social media platforms—VisitLG including Facebook, Instagram, NextDoor and LinkedIn – these updates include original content created by the staff
- Host/organize multiple community-wide events – and do the advertising and facilitate staffing
- Weekly Town-wide event newsletter
- Summer Event Guide (produced in partnership with Los Gatos Music and Arts)
- Promotional posters and banners for the town promoting summer events and other happenings
- Holiday Shop Local and Visitor Campaign to accompany the Los Gatos in Lights
- Host monthly Food and Wine meetings
- Host quarterly Merchant Meetings
- Host quarterly service organization meetings and service provider meetings
- Host and manage finances of all social media platforms for destination marketing
- Host community events drawing people to Los Gatos from all over the Bay Area
- Focus on DEI related events and messaging to benefit the whole community to make Los Gatos more welcoming and inclusive

We send all requested materials free of charge via USPS. Typically each packet costs about \$10. We consistently update our website and Visit Los Gatos and other social media platforms on all information regarding Town, resident and visitor events, though we have struggled to keep up the Visit Los Gatos accounts with this demand as we do not have the funding to do it properly. We manage a robust Community Calendar which we update on a daily basis, consistently posting community events. We inform community members who are on our Constant Contact list of upcoming Town Council or Planning Commission meetings and any other important information, such open as Town commission and committee positions.

Additionally, the Town Information Center sells LG swag and other merchandise. Items for sale include:

- Legendary Locals of Los Gatos and other historical books
- Visors and hats
- Pens
- Note Cards
- Los Gatos post cards
- Tote Bags
- Water Bottles
- Wine tumblers
- Other



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/02/2023

ITEM NO: 15

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DATE: April 13, 2023  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Provide Direction for the Potential Disposition and Use of 224 W. Main Street (APN 510-44-069)

**RECOMMENDATION:**

Provide direction for the potential disposition and use of 224 W. Main Street [Assessor's Parcel Number (APN) 510-44-069].

**BACKGROUND:**

224 W. Main Street, located at the northeast corner of W. Main Street and Lyndon Avenue (Attachment 1), was purchased by the Town, using Redevelopment funds, for the purpose of building affordable housing. The Town demolished the previous residential structure and paved it as a parking lot as an interim use on this approximately 0.27-acre site. This created a larger Town parking lot with the adjacent parcels 510-44-039 and -037 (Attachment 2) of approximately 1 acre. These properties have a General Plan Land Use Designation of Central Business District and are zoned C-2 (Central Business Commercial Zone) and C-2:LHP (Central Business Commercial Zone with a Landmark and Historic Preservation Overlay Zone).

In 2015, the Town Council created a Parking and Infrastructure Ad Hoc Committee with appointments determined by the Mayor. The Mayor appointed Council Member Rennie and then Vice Mayor Barbara Spector. From 2015 to early 2018, the Committee explored the possibility of building a parking garage on the three lots with at least six below market rate housing units, as required, as well as market rate housing and/or retail. The Town issued a Request for Interest (RFI) for the proposed mixed-use development and the Town Council approved entering into exclusive negotiations with Presidio Development Partners, LLC.

After many design iterations and pro forma financial reviews, the parking garage and housing development was found financially infeasible. Instead of continuing to pursue a garage, the Council directed the preparation of a comprehensive parking study which was completed by Dixon parking consultants and is now being implemented.

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Reviewed by: Town Attorney, Community Development Director, and Finance Director

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BACKGROUND:

With the dissolution of all Redevelopment Agencies in California, the Town was under a deadline to determine the disposition of 224 W. Main Street. Since the Town decided to retain ownership of the property, in Fiscal Year (FY) 2021/22, the Town transferred approximately \$1.5 M from the General Fund Appropriated Reserve to the Town's Below Market Rate Housing Fund, representing the value of the land. This satisfied the State's requirement.

DISCUSSION:

The Town Council may now wish to provide direction for the future disposition and use of the subject property and perhaps the neighboring Town-owned parcels. The options include and are not limited to:

- Retain Town ownership of the property as a parking lot until the Town has implemented more of the Dixon parking recommendations; or
- Consider leasing or selling the land for a private development (commercial, retail, market rate and/or affordable housing); or
- Return to Council with a resolution to declare the property surplus with an ultimate intent to lease or sell; or
- Consider other alternatives.

If the Town decides to lease or sell 224 W. Main Street (and/or the adjacent Town-owned parcels), at a subsequent Council meeting, the Town Council would need to consider adopting a resolution declaring the property(ies) surplus. Under State law, certain entities, such as affordable housing builders and open space organizations, would be given the first opportunity to lease or purchase the land. If there is no interest by such entities, the Town could then negotiate with a prospective tenant or a buyer of its choice.

After the surplus process, if the Council is interested in leasing or selling the land, staff would prepare a Request for Interest (RFI) for the Council's consideration based on its preferences for desired uses. Once approved for distribution by the Council, potential tenants and buyers would submit responses to the RFI and the Council would decide which entity it would like to enter into an Exclusive Negotiating Agreement. Based on the negotiations, the Town Council would decide whether to enter into a lease or purchase agreement with the entity, or take other steps.

CONCLUSION:

Staff looks forward to the Council's initial direction for this property.

PAGE 3 OF 3

SUBJECT: Provide Direction for the Potential Disposition and Use of 224 W. Main Street

DATE: April 13, 2023

COORDINATION:

The preparation of this report was coordinated with the Community Development Director, Finance Director, and Town Attorney.

FISCAL IMPACT:

The fiscal impact depends upon the direction provided by the Town Council.

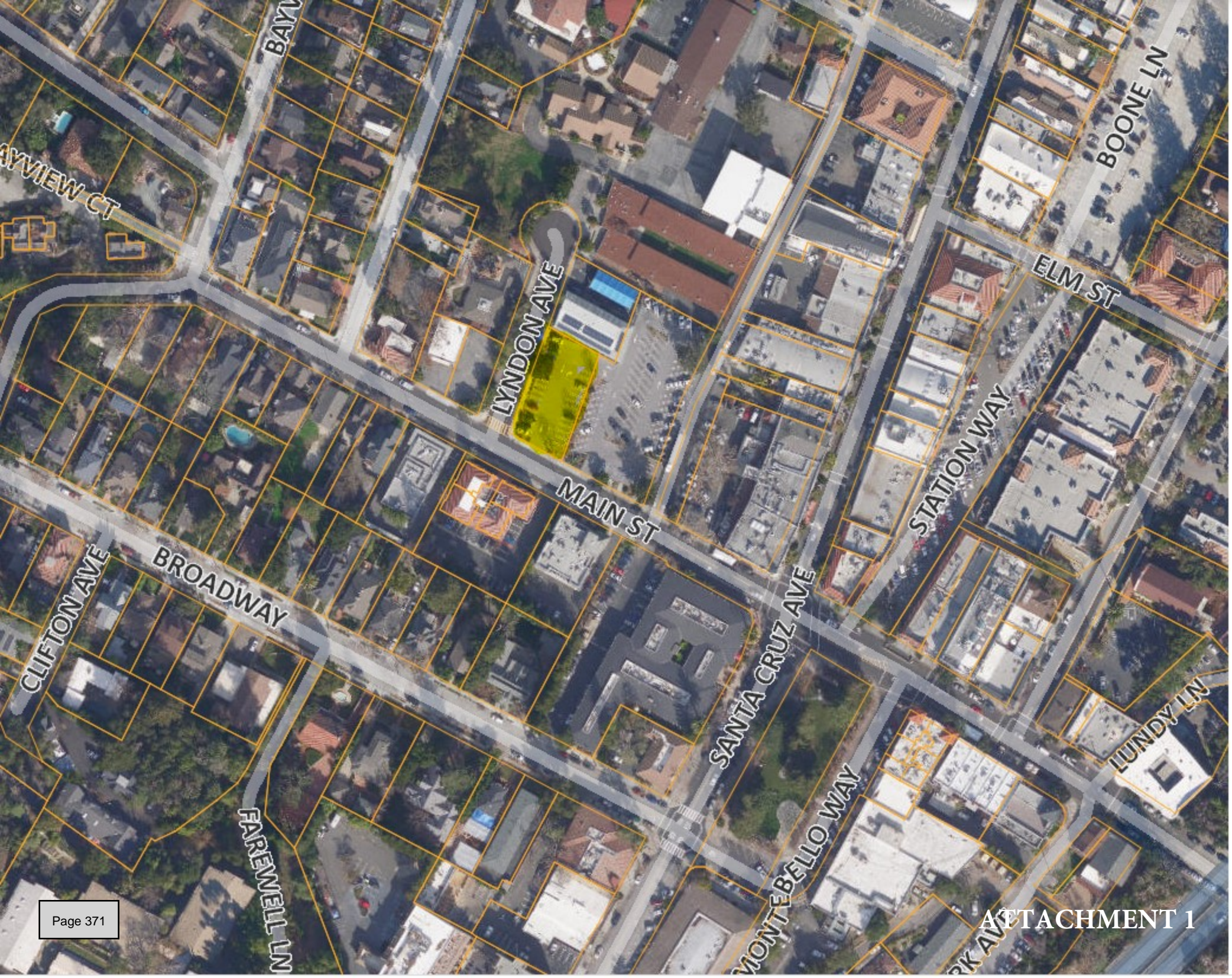
ENVIRONMENTAL ASSESSMENT:

The direction provided by Town Council with this agenda item is not a project defined under CEQA. Any future development or change of use would require environmental review.

Attachments:

1. Aerial Photograph of the Subject Site
2. Assessor's Parcel Map





VIEW CT

BAYVIEW

LYNDON AVE

BOONE LN

ELM ST

STATION WAY

MAIN ST

CLIFTON AVE

BROADWAY

SANTA CRUZ AVE

LUNDY LN

FAREWELL LN

MONTEBELLO WAY

ATTACHMENT 1



