



**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
SEPTEMBER 07, 2021
110 EAST MAIN STREET
LOS GATOS, CA**

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

PARTICIPATION IN THE PUBLIC PROCESS

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

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

Deadlines for Public Comment and Presentations are as follows:

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

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

**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
SEPTEMBER 07, 2021
7:00 PM**

IMPORTANT NOTICE REGARDING THE SEPTEMBER 7, 2021 MEETING

This meeting is being conducted in-person and utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29- 20 dated March 17, 2020, regarding the COVID- 19 pandemic. Members of the public can participate in the meeting by attending in person in the Council Chamber at 110 E. Main Street or by joining the Zoom webinar (log in information provided below). Due to the provisions of the Santa Clara County Health Officer to take action to minimize the spread of COVID-19 **social distancing and mask requirements will be observed** for all attending in person.

PARTICIPATION

Public comments can be made live during the Town Council meeting via Zoom or in person from the Council Chamber. If you are not interested in providing oral comments in real-time during the meeting, you can view the live stream of the meeting on television (Comcast Channel 15) and/or online at www.LosGatosCA.gov/TownYouTube.

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

- **In person:** Provide your name and the item number you would like to speak on with the Town Clerk or Deputy Clerk.
- **Zoom webinar:** Join from a PC, Mac, iPad, iPhone or Android device: click this link <https://us02web.zoom.us/j/86947224913?pwd=STR1ejNEbzJEQ3ZiMTJlKzFEUGJvdz09> Password: 689564. You can also type in 869 4722 4913 in the “Join a Meeting” page on the Zoom website at <https://zoom.us/join>.
 - When the Chair announces the item for which you wish to speak, click the “raise hand” feature in Zoom. If you are participating by phone on the Zoom app, press *9 on your telephone keypad to raise your hand. If you are participating by calling in, press #2 on your telephone keypad to raise your hand.
- **Join by telephone:** Dial: 877-336-1839. Conference code: 969184

When called to speak, please limit your comments to three (3) minutes, or such other time as the Mayor may decide, consistent with the time limit for speakers at a Council meeting. If you 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 PublicComment@losgatosca.gov the subject line “Public Comment Item #__ ” (insert the item number relevant to your comment) or “Verbal Communications – Non Agenda Item.” Comments received by 11:00 a.m. the day of the meeting will be reviewed and distributed before the meeting. All comments received will become part of the record.

**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
SEPTEMBER 07, 2021
7:00 PM**

MEETING CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

COUNCIL / MANAGER MATTERS

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

1. Approve Minutes of the August 17, 2021 Regular Town Council Meeting.
2. Annexation Application AN21-001. Project Location: 16030 Winterbrook Road. Property Owner/Applicant: Alireza Zarrabi.
Adopt a resolution making determinations and approving the reorganization of an uninhabited area designated as Winterbrook No. 6, approximately 0.319 Acres on property pre-zoned R-1:8. APN 523-26-013.
3. Authorize the Town Manager to Execute an Agreement with ARC Document Solutions, LLC. for the Installation and Reproduction of Painted Panels for the Forbes Mill Mural Project with an Expenditure Budget Adjustment in the Amount of \$30,000 from the available General Fund Appropriated Reserve Fund.
4. Authorize an Expenditure Budget Adjustment in the Amount of \$46,000 from the Available Information Technology Fund to Cover the Cost in the Statement of Work from Accela, Inc. for SaaS Migration Services.
5. Adoption of an Ordinance of the Town of Los Gatos Amending the Los Gatos Town Code to Include Gender-Neutral Pronouns by Eliminating any Gender Preference Language Within the Los Gatos Town Code and Amending Sections Regarding Grammatical Interpretation to Indicate that Whenever a Gender-Neutral Personal Pronoun is Used, it Shall be Deemed to Include the Feminine and Masculine Also.
6. Approve an Amendment to the Temporary Classification Plan to Align the Temporary Communication Dispatcher Classification Salary Steps with the TEA Communication Dispatcher Classification Salary Steps.

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

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

- [7.](#) Consider Recommendations from the Community Health and Senior Service Commission for the Allocation of \$500,000 of American Recovery Plan Act (ARPA) Funding to Restore and Enhance Senior Service Provision Due to the Disproportionate Impacts on the Older Adult Community from COVID-19 and Provide any Additional Direction to Staff and Authorize an Expenditure Budget Adjustment in the Amount of \$500,000 from Available ARPA Proceeds to Cover those Services.
- [8.](#) Creekside Sports Park - Approve Ongoing Seasonal Field Lighting and Provide Feedback on Capital Maintenance Funding Needs.
- [9.](#) Create a New Project in the Fiscal Year (FY) 2021/22 Capital Improvement Program Budget for Civic Center Security Improvements and Authorize an Expenditure Budget Adjustment in the Amount of \$110,000 from Available General Fund Appropriated Reserve (GFAR) and Authorize the Town Manager to Enter into an Agreement not to Exceed the Budgeted Amount.

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

- [10.](#) Consideration and Adoption of an Interim Urgency Ordinance of the Town Council of the Town of Los Gatos Extending the Water Conservation Urgency Ordinance for Ten Months and Fifteen Days.
- [11.](#) Provide Direction to Town Staff Regarding Establishing Contribution Limits for Candidates for Town Council.

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

Writings related to an item on the Town Council meeting agenda distributed to members of the Council within 72 hours of the meeting are available for public inspection 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: The Town of Los Gatos has adopted the provisions of Code of Civil Procedure §1094.6; litigation challenging a decision of the Town Council must be brought within 90 days after the decision is announced unless a shorter time is required by State or Federal law.



**DRAFT
Minutes of the Town Council Meeting
August 17, 2021**

The Town Council of the Town of Los Gatos conducted a regular meeting in person and provided the public an opportunity to participate either in public or via Teleconference on Tuesday, August 17, 2021, at 7:00 p.m.

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

ROLL CALL

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

Absent: None

COUNCIL/TOWN MANAGER REPORTS

Council Matters

- Vice Mayor Rennie stated he attended the Bay Area Air Quality Management District (BAAQMD) Board meeting; Green Foothills Coyote Valley webinar; Silicon Valley Clean Energy Authority (SVCEA) Risk Oversight Committee, Board, Legislative and Regulatory Committee meetings; Breathe California Show as a guest; Town Finance Commission meeting; Sierra Club Interview; Reid-Hillview Airport Airborne Lead Study webinar; Silicon Valley Bike Coalition Summit; Silicon Valley Housing Policy Leadership Academy; Valley Transportation Authority (VTA) Policy Advisory Committee meeting; and the Association of Indo Americans 75th Independence Day celebration.
- Council Member Hudes stated he attended the Town Finance Commission meeting; Intergovernmental Infrastructure briefing; and Thursday Night promenade events.
- Council Member Badame stated she attended two Democracy Tent community meetings; Town Finance Commission meeting as an observer; Stand in Solidary with Survivors of Sexual Violence march and rally; and Thursday Night Promenade events.
- Council Member Ristow stated she had nothing to report.
- Mayor Sayoc stated she attended the Santa Clara Cities Association meeting and a Quarterly meeting with the Los Gatos Chamber of Commerce.

Manager Matters

- Announced the Housing Element Advisory Board recruitment is underway; applications are due on September 10 by 4:00 p.m.
- Announced the Town counters will open for walk-in services beginning August 30.
- Announced the Let's Talk Housing Community Meeting will be held on Wednesday, Aug 18.

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

1. Approve Closed Session Minutes of the August 3, 2021 Town Council Meeting.
2. Approve Minutes of the August 3, 2021 Town Council Meeting.
3. Receive the Fourth Quarter Investment Report (April through June 2021) for Fiscal Year 2020/21.
4. Appoint Mayor Marico Sayoc as the Town's Voting Delegate and Vice Mayor Rob Rennie as the Town's Alternate for the League of California Cities Annual Conference Scheduled for September 20 - 24, 2021 in Sacramento.
5. Annexation Application AN21-001. Project Location: 16030 Winterbrook Road. Property Owner/Applicant: Alireza Zarrabi.
Adopt a resolution to set a date for consideration of the reorganization of an uninhabited area designated as Winterbrook No. 6, approximately 0.319 Acres on property pre-zoned R-1:8. APN 523-26-013. **RESOLUTION 2021-037**
6. Authorize the Town Manager to Execute an Agreement for Consultant Services with O'Brien Code Consulting, Inc. for Building Division Plan Check Consultant Services.
7. Authorize the Town Manager to execute an Agreement for Consultant Services with Interwest Consulting Group for Supplemental Building Division Plan Check Consultant Services.
8. Authorize the Town Manager to execute a Second Amendment for a time extension only for an Agreement for Consultant Services with Mintier Harnish for Preparation of the General Plan update and Environmental Impact Report.
9. Authorize the Town Manager to Execute the First Amendment to the Consultant Services Agreement with Mott MacDonald Group, Inc. for the Los Gatos Creek Trail to Highway 9 Trailhead Connector Project (CIP No. 832-4505) in an Amount Not to Exceed \$90,000 for a Total Contract Amount of \$576,747.

Opened public comment.

No one spoke.

Closed public comment.

MOTION: Motion by Council Member Badame to approve Consent Items 1-9. Seconded by Council Member Ristow.

VOTE: Motion passed unanimously.

VERBAL COMMUNICATIONS

Susan Burnett-Novick

- Commented in opposition of increasing housing density especially in established neighborhoods.

Verbal Communications - continued

Lee Fagot

- Requested the Finance Commission or a new committee be tasked with researching cannabis tax as a potential revenue source; commented in opposition of the Town Attorney researching cannabis tax as a potential source of revenue.

Mr. C.

- Commented in opposition of Critical Race Theory (CRT).

Rob Moore

- Commented in support of increasing housing opportunities.

Eden

- Commented in opposition of the rainbow crosswalks, CRT, and the listen, learn, change, grow campaign and requested Mayor Sayoc resign.

Lynley Hogan

- Commented in opposition of "LGBTQ" as an organization.

Tony Alarcon

- Commend in opposition of adding more housing due to fire safety hazard.

Cecil

- Commented in opposition of CRT opposers.

Joe

- Commented in support of the environment and requested Los Gatos Creek clean-up assistance.

OTHER BUSINESS

10. Approve Addendum to the American Federation of State, County and Municipal Employees Memorandum of Understanding.

Lisa Velasco, Human Resources Director, presented the staff report.

Opened public comment.

No one spoke.

Closed public comment.

Other Business item #10 - continued

Council discussed the item.

MOTION: Motion by Council Member Badame to approve an addendum to the American Federation of State, County and Municipal Employees Memorandum of Understanding as contained in Attachment 1. **Seconded by Vice Mayor Rennie.**

VOTE: Motion passed unanimously.

11. Discuss and Provide Direction on the Following Actions to Continue the Town's Support of Economic Recovery and Community Vitality in Response to the Ongoing COVID-19 Pandemic, Including:
 - a. Temporary Krail Parklets:
 1. Extend Sunset Date for Dining Establishments until January 31, 2022 and Approve a Budget Adjustment of \$40,000 from American Rescue Plan (ARPA);
 2. Provide Direction on Temporary Tents and Other Weather Protection Structures, Including Enforcement;
 - b. Semi-Permanent Parklets:
 1. Allocate Additional Funding of \$680,000 from the Town's ARPA Allocation to Meet the Response of Businesses to the Subsidized Parklet and Grant Application Process; and
 - c. Debrief the Chamber of Commerce's Thursday Night Promenade Events in which the Town Provided Financial Support.

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

Opened public comment.

Amy Davis, NUMU

- Commented in support of extending the promenade events.

Catherine Somers, Chamber of Commerce Executive Director

- Commented in support of the item and extending promenade style events for Summer 2022.

Closed public comment.

Council discussed the item.

Other Business item #11 - continued

MOTION: Motion by Vice Mayor Rennie to approve an extended krail parklet sunset date for dining establishments until January 31, 2022 and approve a budget adjustment of \$40,000 from American Rescue Plan (ARPA). **Seconded by Council Member Hudes.**

VOTE: Motion passed unanimously.

MOTION: Motion by Council Member Badame to continue to disallow vertical barriers, banner, or shades of any kind, and temporary tents and other weather protection covers except for umbrellas and movable sail-type shade covers and those already permitted within the temporary krail parklets through the duration of the temporary krail parklet program; enforce these requirements through typical Code Compliance practices; and allow vertical components between parklets no taller than krail. **Seconded by Council Member Hudes.**

VOTE: Motion passed 4/1, Vice Mayor Rennie opposed.

MOTION: Motion by Vice Mayor Rennie to allocate additional funding of \$680,000 from the Town's ARPA allocation to meet the response of businesses to the Subsidized Parklet and Grant application process and to bring the item back to Council in three (3) months for updates. **Seconded by Council Member Ristow.**

VOTE: Motion passed unanimously.

The Town Council provided a debrief regarding the Thursday Night Promenade events.

The meeting recessed at 8:57 p.m. and began again at 9:07 p.m.

12. Review the Fiscal Year 2021/22 – 2025/26 Capital Improvement Program Budget and Determine Any Additional Investments Based on Additional Funding Allocated for Capital Purposes.

Matt Morley, Parks and Public Works Director, presented the staff report.

Opened public comment.

Maureen Capon-Javey, Arts and Cultural Commission

- Commented in support of allocating funding for the two Public Arts projects.

Tom Spilsbury, Arts and Cultural Commission

- Commented in support of allocating funding for the two Public Arts projects.

Other Business item #12 - continued

Ellis Wecker, Arts and Cultural Commission

- Commented in support of allocating funding for the two Public Arts projects.

Amy Fausnacht, Arts and Cultural Commission

- Commented in support of allocating funding for the two Public Arts projects.

Kevin Arroyo

- Commented in support of allocating funding for the Union Avenue Community Garden project.

Lynley Hogan

- Requested other art installations to be considered if funding were allocated to the Public Arts projects.

Mr. C

- Commented in opposition of the proposed Public Art projects.

Closed public comment.

Council discussed the item.

MOTION: Motion by Vice Mayor Rennie to return to Council with designs, including pricing, for security enhancements at the Civic Center; allocate \$35,000 for the Union Avenue Community Garden project, \$32,000 for two public art projects and seek additional community input, \$75,000 for the Lynne Avenue Pedestrian Path Design, \$200,000 for Blossom Hill Road Traffic Calming, and \$400,000 for Downtown Parking Signage; and utilize \$500,000 during the 2021 winter season for fire fuel reduction but retain \$250,000 for FEMA match. **Seconded by Council Member Ristow.**

VOTE: Motion passed unanimously.

13. Authorize the Town Manager to Execute Agreements for Justice, Equity, Diversity, and Inclusion (JEDI) Consultant Services:

- American Leadership Forum Silicon Valley Insights (ALF) for External Community Efforts with an Expenditure Budget Adjustment in the Amount of \$54,000 from the General Fund Capital/Special Projects Reserve and
- ReadySet for Internal Town Organizational Work with an Expenditure Budget Adjustment in the Amount of \$50,000 from the General Fund Capital/Special Projects Reserve.

Other Business item #13 - continued

Holly Zappala, Administrative Analyst, presented the staff report.

Opened public comment.

Lynley Hogan

- Commented in opposition of the item.

Mr. C

- Commented in opposition of the item.

Rob Moore

- Commented in support of the item.

Amy Davis, NUMU Executive Director

- Commented in support if the item.

Kefi

- Commented in opposition of the item.

Closed public comment.

Council discussed the item.

MOTION: Motion by Council Member Badame to authorize the Town Manager to execute agreements for justice, equity, diversity, and inclusion (JEDI) consultant services with American Leadership Forum Silicon Valley Insights (ALF) for external community efforts with an expenditure budget adjustment in the amount of \$54,000 from the General Fund Capital/Special Projects Reserve and ReadySet for internal town organizational work with an expenditure budget adjustment in the amount of \$50,000 from the General Fund Capital/Special Projects Reserve. **Seconded by Council Member Hudes.**

VOTE: Motion passed unanimously.

PUBLIC HEARINGS

14. Introduction and First Reading of an Ordinance Amending the Los Gatos Town Code to Include Gender-Neutral Pronouns by Eliminating any Gender Preference Language Within the Los Gatos Town Code and Amending Sections Regarding Grammatical Interpretation to Indicate that Whenever a Gender-Neutral Personal Pronoun is Used, it Shall be Deemed to Include the Feminine and Masculine Also.

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SUBJECT: DRAFT Minutes of the Town Council Meeting of August 17, 2021

DATE: August 17, 2021

Public Hearing item #14 - continued

Shelley Neis, Town Clerk, presented the staff report.

Opened public comment.

Suzanne

- Commented in opposition of the item.

Closed public comment.

Council discussed the item.

MOTION: Motion by Council Member Ristow to introduce an ordinance amending the Los Gatos Town Code to include gender-neutral Pronouns by Eliminating any Gender Preference Language Within the Los Gatos Town Code and amending sections regarding grammatical interpretation to indicate that whenever a gender-neutral personal pronoun is used, it shall be deemed to include the feminine and masculine also, by title only. **Seconded by Vice Mayor Rennie.**

VOTE: Motion passed unanimously.

The Town Clerk read the title of the ordinance.

VERBAL COMMUNICATIONS

No one spoke.

ADJOURNMENT

The meeting adjourned at 11:15 p.m.

Submitted by:

Jenna De Long, Deputy Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 09/7/2021

ITEM NO: 2

DATE: August 20, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Annexation Application AN21-001. Project Location: 16030 Winterbrook Road. Property Owner/Applicant: Alireza Zarrabi.
Adopt a resolution making determinations and approving the reorganization of an uninhabited area designated as Winterbrook No. 6, approximately 0.319 Acres on property pre-zoned R-1:8. APN 523-26-013.

RECOMMENDATION:

Adopt a resolution (Attachment 1) making determinations and approving the reorganization of an uninhabited area designated as Winterbrook No. 6, approximately 0.319 acres, located at 16030 Winterbrook Road (APN 523-26-013).

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 contiguous to a Town boundary. Annexation has been requested in conjunction with a Building Permit to remodel an existing single-family residence and subject to approval of annexation of the property. The total annexation area (0.319 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).

The Town is required to hold a protest proceeding even if the area proposed for annexation is

PREPARED BY: Diego Mora
Assistant Planner

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

BACKGROUND (continued):

uninhabited (less than twelve registered voters) and all property owners have consented to the annexation.

This Annexation was introduced at the August 17, 2021 Town Council meeting and the protest proceedings are set for September 7, 2021.

DISCUSSION:

The Town has received a petition requesting annexation to the Town of Los Gatos from Alireza Zarrabi, owner of the property at 16030 Winterbrook Road. The property is located on the east side of Winterbrook Road in an unincorporated County pocket (Attachment 2).

The property is in the Town's Urban Service Area, is contiguous to 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 Library District, 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)

PAGE 3 OF 3

SUBJECT: Winterbrook No. 6/AN21-001

DATE: August 20, 2021

Attachments (continued):

2. Location Map

RESOLUTION 2021-

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
MAKING DETERMINATIONS AND APPROVING THE REORGANIZATION
OF AN UNINHABITED TERRITORY AREA DESIGNATED AS
WINTERBROOK NO. 6**

**APN: 523-26-013
APPROXIMATELY 0.319 ACRES
ANNEXATION APPLICATION: AN21-001
PROPERTY LOCATION: 16030 WINTERBROOK ROAD
PROPERTY OWNER/APPLICANT: ALIREZA ZARRABI**

WHEREAS, the Town Council of the Town of Los Gatos has received a request for annexation of territory designated Winterbrook No. 6 from Alireza Zarrabi; and

WHEREAS, the property, approximately 0.319 acres and includes no County street right-of-way located at 16030 Winterbrook Road, APN: 523-26-013, is contiguous to 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 Lighting Service Area; and Santa Clara County Library Service Area; and

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

WHEREAS, the Town Council enacted Ordinance 1267 in 1975 pre-zoning the subject territory with 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; and

NOW, THEREFORE, BE IT RESOLVED, that 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 Winterbrook No. 6, 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 0.319 acres;
 - b. The annexation is consistent with the orderly annexation of territory within the Town's Urban Service Area and is consistent with the Town policy of annexing when required by the Town's agreement with the County of Santa Clara;

- c. The project is exempt from the California Environmental Quality Act (CEQA) under Title 14 Code of Regulations, Chapter 3: Guidelines for the Implementation of CEQA Section 15061(b)(3): Review for Exemption;
 - d. The Town Council enacted Ordinance 1267 in 1975 pre-zoning the subject territory with 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 island, and will facilitate provision of efficient 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. Pursuant to Section 56662(a) the Town waives protest proceedings;
 5. That upon completion of these reorganization proceedings the territory described in Exhibit A will be annexed to the Town of Los Gatos and will be detached from the Santa Clara County Library Service Area and Santa Clara Library Service Area; and
 6. That upon completion of these reorganization proceedings the territory reorganized will be taxed on the regular County assessment roll, including taxes for existing bonded indebtedness.

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

Gatos, California, held on the 7th day of September 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

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

DATE: _____

EXHIBIT "A"

WINTERBROOK NO. 6

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 point of intersection of the easterly line of Winterbrook Road as shown upon the Tract Map hereinafter referred to, with the northerly line of the Annexation to the Town of Los Gatos, as defined by the Annexation titled "Winterbrook No. 1", said point being the southeasterly corner of Lot 8, as shown upon that certain Map entitled, "Tract No. 505", filed for record in the Office of the Recorder of the County of Santa Clara, State of California, in book 38 of Maps, at page 1; thence along said Annexation line and along the southerly line of said Lot 8

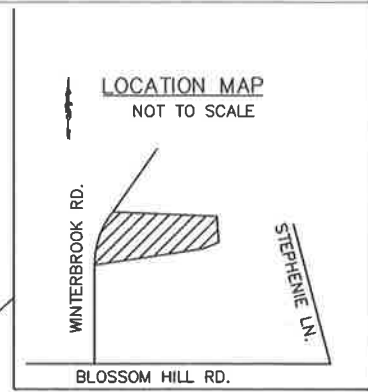
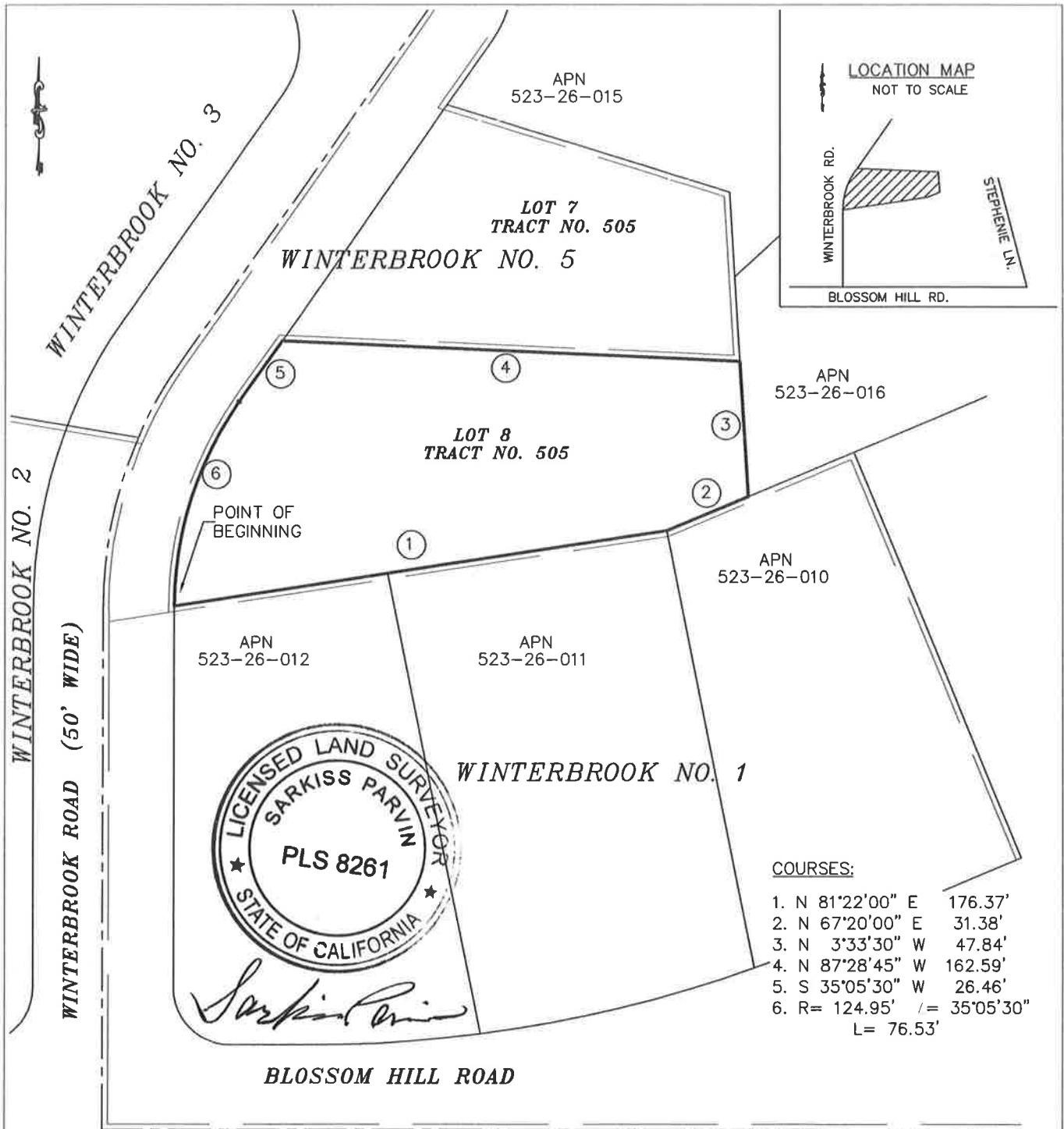
- (1) N. 81°22'00" E., 176.37 feet to an angle point; thence continuing along said line of the Annexation titled "Winterbrook No. 1"
- (2) N. 67°20'00" E., 31.38 feet to the southeasterly corner of said Lot 8; thence leaving said Annexation line, northerly along the easterly line of said Lot 8
- (3) N. 3°33'30" W., 47.84 feet to the northeasterly corner of said Lot 8; said point being on the Town Limits as established by Town of Los Gatos Annexation " Winterbrook No. 5"; thence, along the northerly line of said Lot 8 and along the Annexation " Winterbrook No. 5"
- (4) N. 87°28'45" W., 162.59 feet to the most northerly corner of said Lot 8, said point being on the easterly line of said Winterbrook Road, thence along said Annexation Line and said easterly line of Winterbrook Road
- (5) S. 35°05'30" W., 26.46 feet to the beginning of a curve to the left, thence along said curve and along said Annexation
- (6) having a radius of 124.95 feet, through a central angle of 35°05'30", an arc length of 76.53 feet, to the **Point of beginning** and containing **0.319** 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: 5/20/2021



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- COURSES:**
- 1. N 81°22'00" E 176.37'
 - 2. N 67°20'00" E 31.38'
 - 3. N 3°33'30" W 47.84'
 - 4. N 87°28'45" W 162.59'
 - 5. S 35°05'30" W 26.46'
 - 6. R= 124.95' / = 35°05'30" L= 76.53'

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.



LEGEND

- LOS GATOS TOWN LIMITS
- PROPOSED ANNEXATION LIMITS
- - - STREET CENTERLINE

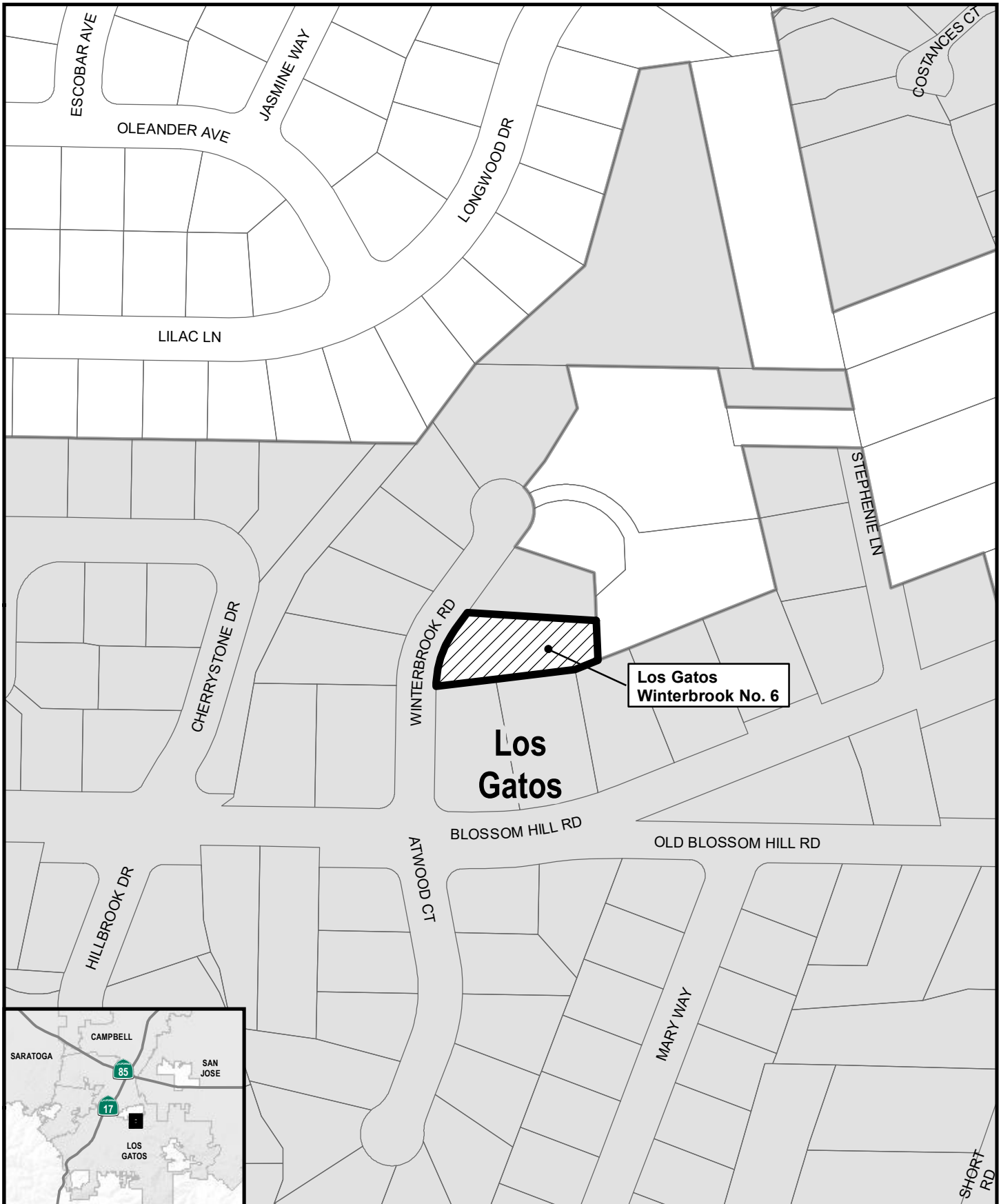
EXHIBIT "B"
WINTERBROOK ANNEXATION NO. 6
 BEING A PORTION OF RANCHO RINCONADA DE LOS GATOS, COUNTY OF SANTA CLARA, CALIFORNIA

SMP
ENGINEERS
CIVIL ENGINEERS

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

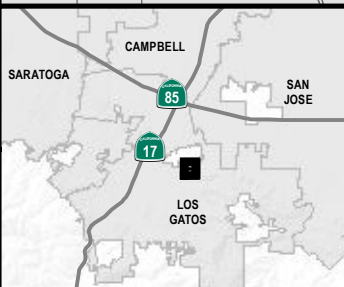
ASSESSOR'S PARCEL NUMBER 523-26-013	DATE: 05-20-2021	SCALE: 1"=50'	ACREAGE: 0.319
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Los Gatos
Winterbrook No. 6




Los
Gatos

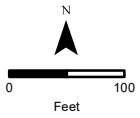


County of Santa Clara
 Department of Planning and Development
 County Government Center, East Wing
 70 West Hedding St., 7th Floor
 San Jose, California 95110

LOCATION MAP
Los Gatos - Winterbrook No. 6
0.319 acres +/-

Prepared for the Office of the County Surveyor
 May 27, 2021
 August Hanks, County Surveyor

-  Area of Annexation
-  Incorporated Lands
-  Unincorporated Lands



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**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 09/07/2021

ITEM NO: 3

DATE: August 23, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute an Agreement with ARC Document Solutions, LLC. for the Installation and Reproduction of Painted Panels for the Forbes Mill Mural Project with an Expenditure Budget Adjustment in the Amount of \$30,000 from the available General Fund Appropriated Reserve Fund

RECOMMENDATION:

Authorize the Town Manager to execute an agreement with ARC Document Solutions, LLC. for the installation and reproduction of painted panels for the Forbes Mill Mural Project with an expenditure budget adjustment in the amount of \$30,000 from the available General Fund Appropriated Reserve Fund (Attachment 1).

BACKGROUND:

Since the 1990's, generations of Los Gatos youth have painted panels for the Forbes Mill Footbridge. Every summer, young artists learn about Los Gatos history, visit local landmarks, and create their own artwork that captures "Life in Los Gatos." In order to withstand the elements and graffiti, starting in 2016 the artworks began being digitally reproduced and installed as vinyl panels.

In 2016, the Town sought proposals for the initial production and installation of vinyl panels and ARC Document Solutions, LLC (ARC) was deemed the lowest responsible supplier. The initial agreement was for 25 panels at a cost of \$5,706.15. There were two subsequent amendments for 36 additional panels (\$7,597.82) and 25 panels (\$5,964.83) for total compensation to date of \$19,268.80. Attachment 2 contains the initial agreement and amendments.

PREPARED BY: Arn Andrews
Assistant Town Manager

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

PAGE 2 OF 2

SUBJECT: Agreement for Forbes Mill Footbridge Mural Project

DATE: August 23, 2021

DISCUSSION:

Due to business disruptions related to the pandemic, the installation of the annual mural project was suspended in 2019. The installation of panels is again ready to commence, and the Town has 82 panels of artwork representing: 2019 (33), 2020 (8), and 2021 (41).

ARC Document Solutions continues to be the preferred provider for the project and has developed subject matter expertise regarding the specifics of panel installation for the footbridge. As such, ARC received soul source status for this updated agreement. The production and installation of the 82 panels is estimated at a not to exceed amount of \$17,130.65 (Attachment 3).

CONCLUSION:

Staff recommends entering into a new agreement with ARC Document Solutions, LLC for the initial production and installation of 82 vinyl panels for the Forbes Mill Footbridge Mural Project.

COORDINATION:

This staff report was coordinated with the Town Manager, Town Attorney, and Finance Director.

FISCAL IMPACT:

The fiscal impact of executing an agreement with ARC Document Solutions, LLC. for the Forbes Mill Footbridge Mural Project would result in an expenditure budget adjustment in the amount of \$30,000 from the available General Fund Appropriated Reserve Fund.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft Agreement
2. Prior Agreement and Amendments
3. Current Proposal

PURCHASE AND SERVICE AGREEMENT

THIS AGREEMENT is dated for identification this 7th day of September 2021 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and ARC Document Solutions, LLC ("Supplier"), whose principal address is 1981 N. Broadway, Suite 385, Walnut Creek, CA 94596. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town sought proposals in 2016 for the initial purchase and installation described in this Agreement, and Supplier was found to be the lowest responsible supplier for this purchase.
- 1.2 Supplier represents that it is a qualified and competent supplier of the items to be purchased under this Agreement.
- 1.3 The Town desires to engage Supplier to produce panels that will display artwork transferred from digital images onto 41"x44" adhesive back vinyl, with a UV protection and graffiti/vandal proof coating. The Supplier shall then install the adhesive panels in the location to the satisfaction of the Town Manager's Office no later than October 31, 2021.
- 1.4 The Supplier represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

II. AGREEMENTS

- 2.1 Supplies and Terms. Supplier hereby agrees to deliver to Town at the Forbes Mill Footbridge as per the items and materials described in Exhibits A and B, which is attached hereto and incorporated by reference. The terms and conditions are as follows:
 - (1) Price. Town shall pay Supplier the amounts defined in Exhibit C, which include sales tax and delivery charges. Payment shall be net 30 days from delivery.
 - (2) Installation. The installation of the items and materials shall be no later than October 31, 2021. Installation shall be made between 8:00 a.m. and 5:00 p.m. on weekdays that are not Town holidays or furlough days. The Supplier is responsible for identifying and installation date and time convenient and agreeable to the Town manager's Office.
- 2.2 Time of the Essence. Prompt delivery of the items and materials is essential to this Agreement.

- 2.3 Scope of Services. Supplier shall provide services as described in that certain Scope of Work in Exhibits A and B and that certain Proposal sent to the Town on August 6, 2021 which are hereby incorporated by reference and attached as Exhibit C.
- 2.4 Time of Performance. Notwithstanding Section 2.1(2), this agreement will remain in effect until December 31, 2022.
- 2.5 Compliance with Laws. The Supplier shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Supplier represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Supplier to practice its profession. Supplier shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.6 Sole Responsibility. Supplier shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.7 Information/Report Handling. All documents furnished to Supplier by the Town and all reports and supportive data prepared by the Supplier under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Supplier's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Supplier in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Supplier shall not make any of the these documents or information available to any individual or organization not employed by the Supplier or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Supplier pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Supplier in connection with other projects shall be solely at Town's risk, unless Supplier expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Supplier which is and has been confirmed in writing by Supplier to be a trade secret of Supplier.
- 2.8 Compensation. Compensation for the supplies and materials delivered and for supplier's professional services **shall not exceed \$17,130.65** inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.9 Billing. Billing shall be by invoice within thirty (30) days of the rendering of the services and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.10 Availability of Records. Supplier shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Supplier shall make these records available to authorized personnel of the Town at the Supplier's offices during business hours upon written request of the Town.
- 2.11 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Supplier. 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 Supplier, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Supplier 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. Supplier agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Supplier 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 Supplier or is based on allegations of Supplier's negligent performance or wrongdoing.
- 2.13 Conflict of Interest. Supplier understands that its professional responsibilities are solely to the Town. The Supplier has and shall not obtain any holding or interest within the Town of Los Gatos. Supplier 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, Supplier 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. Supplier 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, Supplier discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Supplier shall

promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

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

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Supplier agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Supplier agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Supplier shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Supplier agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Supplier agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Supplier 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 Supplier; products and completed operations of Supplier, premises owned or used by the Supplier. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

- ii. The Supplier'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 Supplier'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 Supplier'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 Administrator.

3.3 Workers' Compensation. In addition to these policies, Supplier 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, Supplier shall ensure that all subcontractors employed by Supplier provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Supplier 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 Supplier, or any of the Supplier's officers, employees, or agents or any sub-contractor.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

- 4.3 Warranty. Supplier shall remedy any defects due to faulty materials and/or workmanship and pay for any damages to other work and/or existing facilities resulting therefrom which shall appear within a period of one year from the date of recording of final acceptance.
- 4.4 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.5 Termination of Agreement. The Town and the Supplier 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 Supplier shall deliver to the Town all supplies and services scheduled to be delivered to Town within that fifteen (15) day period.
- 4.6 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Supplier.
- 4.7 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.
- 4.8 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

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

ARC Document Solutions, LLC
Prizcyla Chan, Account Executive
821 Martin Avenue
Santa Clara, CA 95050

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

- 4.10 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

///

4.11 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Supplier. 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 Supplier have executed this Agreement.

Town of Los Gatos by:

ARC Document Solutions, LLC by:

Laurel Prevetti, Town Manager

By:

Recommended by:

Arn Andrews, Assistant Town Manager

Title

Approved as to Form:

Robert Schultz, Town Attorney

Attest:

Shelley Neis, MMC, CPMC, Town Clerk

EXHIBIT A

Scope of Work – Art Panel Production/Installation

Digital photos taken of the artwork will need to be transferred onto a semi-permanent vinyl decal that is for outdoor use with a UV protection and graffiti/vandal proof coating. It is the Town's preference for the panels to have up to a 5-year lifespan. The panels will be 41" x 44" and applied directly to the bridge in an area to be designated by the Town Manager's Office. Only a portion of the bridge's current artwork will be replaced within the scope of this project. Therefore, the vendor shall be responsible to coordinate with the Town on identifying which panels are to be replaced at this time.

EXHIBIT B

Summary of Scope of Work

- Production transfer of 82 digital photos of artwork
- 41" x 44" semi-permanent vinyl decal panels for outdoor use with UV protection and graffiti/vandal proof coating
- 5-year life span
- Panel installation



821 Martin Ave
 Santa Clara, CA 95050
 408-736-7912

ORDER NO. **1942625**

WORK ORDER# **P1942625**

SOLD TO: Cust# 26260
 ATTN: Arn Andrews
 TOWN OF LOS GATOS CENTRAL SERV
 ATTN: ACCOUNTS PAYABLE
 P.O.BOX 655
 LOS GATOS, CA 95031

SHIP TO: ATTN: Hold for installer
 TOWN OF LOS GATOS CENTRAL SERV
 110 E Main Street
 Los Gatos, CA 95030

JOB DUE: 08/30/21 at 12:00PM

Delivery/Shipping

CONTACT Arn Andrews/TOWN OF LOS GATOS CENT	PHONE (408) 354-6836	PURCHASE ORDER# Forbes Mill Footbridge Panels	SALES REP Prizcyla Chan
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JOB# Forbes Mill Footbridge Panels	JOB NAME Forbes Mill Footbridge Panels (35)	BILLER Wade Opsal	LOC 017
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OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UM	UNIT PRICE	AMOUNT
2215	PRESENTATION COLOR - SETUP <i>File set-up and review, preflight, eProof and print set-up</i>	1	1	1x1	1	EA		58.50
2206.02	PRESENTATION COLOR - ADHESIVE BACK VINYL <i>Children's artwork - insert into black frame - enlarged to create the 41" x 44' panels - ABV (IJ180)</i>	82	1	41x44	1066	SF		8261.50
4036	SURFACE LAMINATION 3 MIL <i>Anti-graffiti lam</i>	82	1	41x44	1066	SF		4690.40
4065.01	INSTALLATION (Non Taxable) <i>Installation of (35) panels</i>	1	1	1x1	1	EA		2565.00
5204	SPECIAL PACKAGING <i>Special packaging</i>	1	4	1x1	4	EA		80.00
2215.02	DTS - PROOF <i>Reduced size Hardcopy proof of each image - Gang print</i>	1	1	1x1	1	EA		200.00
5201.Z1a	DELIVERY ZONE 1 REMOTE 95033-LOS GATOS	1	1	z1a	1	EA		35.00
5205	FUEL SURCHARGE	1	1		1	EA		7.00
----- ORDER NOTES -----								
- *HOLD FOR INSTALLER*								
-- ADDITIONAL DELIVERIES -- PHOTOGRAPHS To CHRISTINA BERNASCONI TOWN OF LOS GATOS 24797 LOMA PRIETA AVE LOS GATOS, CA 95033								
Please mail payments to our NEW remit address: ARC Document Solutions, LLC 9740 Research Drive Irvine, CA 92618-4327 Thank you								

SUB TOTAL 15897.40	DISCOUNT	SALES TAX 1233.25	TOTAL 17130.65	DEPOSIT	BALANCE DUE 17130.65
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Invoices undisputed for 45 days are final.

1942625

TERMS: Net 30 Days

Remit To: ARC Document Solutions, LLC 9740 Research Drive Irvine, CA 92618

TERMS AND CONDITIONS

These Terms and Conditions and the Estimate to which they are attached (collectively, the "**Agreement**") constitute the entire agreement between ARC Document Solutions, LLC ("**ARC**"), and the customer identified in the Estimate ("**Customer**").

1. **SERVICES.** Customer agrees for ARC to perform the services and/or provide the materials and goods described in the Estimate ("**Services**"), which is incorporated by reference. ARC will provide all management, supervision, labor, materials, tools, equipment, facilities, and elevation plans necessary to perform its obligations hereunder. Customer is responsible for providing all drawings, plans, specifications and/or other documentation reasonably required for ARC to perform the Services (collectively, "**Documents**"). Customer acknowledges that the installation costs set forth in the Estimate include a predetermined amount of travel required to perform the Services and that change orders, construction delays, limiting on-site conditions, or other forces outside of ARC's control may result in unforeseen additional travel or costs for which Customer will be liable. ARC will promptly notify Customer of any change in the cost of the Services based on the availability of materials and ARC will not commence work until it has received Customer's written consent regarding any such increased costs and a change order is issued. The Services do not include fees and costs for de-installation and/or removal of materials installed as part of the Services.

2. **CHANGE ORDERS.** Customer is solely responsible for notifying ARC of any required or desired changes to the Services by submitting a written change order to ARC specifically referencing this Agreement and detailing the requested changes. ARC will promptly notify Customer of any resulting increase in the cost of the Services and ARC will not commence work under a change order until it has received Customer's written consent regarding any such cost increase. ARC's time for performing the Services will be extended as reasonably necessary to accommodate any change order and in no event will ARC be liable for any resulting time overruns.

3. **ELEVATION PLANS & PROOFS OF CONCEPT.** ARC will not be liable for any issues resulting from discrepancies between the Documents and the actual build environment. In the event that Customer instructs ARC to rely on Customer's dimensions and measurements rather than allowing ARC to perform a site survey to field verify such dimensions, measurements and site conditions prior to production and fabrication, Customer will be solely liable for any inaccuracies in Customer-approved elevation plans and additional expenses incurred therefrom. Customer shall provide ARC with a proof of concept upon request during the initial development and concept phase, and, if applicable, an additional proof of concept following approval of the final architectural drawings and documents.

4. **CUSTOMER RESPONSIBILITIES.** In addition to the responsibilities set forth above, Customer is solely responsible for: (a) the content of all Documents; (b) obtaining any licenses, permits and/or consents necessary for ARC to perform the Services; and (c) immediately notifying ARC of any material changes to the Documents which may affect the Services. ARC's ability to perform the Services will not be contingent upon ARC entering into any subcontractor or other third-party agreement. If any part of the Services are to be performed at a Customer-specified location, Customer is solely responsible for providing ARC with access to such location. Services which are part of a larger construction project will not be scheduled or performed until Customer provides ARC with the complete and most recent Documents or a hyperlink to access the Documents.

5. **LOW/NO-VOC PAINT DISCLAIMER.** Paints with no or low amounts of volatile organic compounds ("**VOC**") are known to cause issues with adhesion when installing vinyl graphics using traditional methods. Accordingly, if Customer cannot meet the minimum condition required for adhering wall graphics to any surface prior to installation, ARC reserves the right to decline the installation and/or hire a qualified tradesman to bring the surface to ARC's minimum standards. Should Customer refuse to allow ARC to prime or otherwise treat such a surface, Customer will be solely responsible for any additional costs for material, labor or otherwise which ARC may incur on account of adhesion issues.

6. **COMPLIANCE.** Each party represents and warrants that, during the term of this Agreement, it will comply with all laws applicable to the performance of its obligations hereunder.

7. **FEES & PAYMENT; TAXES.** Customer will pay all fees as specified in this Agreement in U.S. Dollars. Except as otherwise provided herein, fees are non-cancellable and non-refundable. Fees for the Services are due within thirty (30) days of receipt of invoice without deduction of any kind. Any late payments will be subject to a service charge equal to 2% per month of the amount due or the maximum amount allowed by law, whichever is less. All returned checks will be assessed a fee of Fifty Dollars (\$50.00). The amounts payable to ARC are exclusive of any sales, use, excise, value added, import, business, service, goods and services, consumption, withholding or other applicable taxes, tariffs or duties ("**Taxes**"). Customer is solely responsible for payment of all Taxes except for any taxes based solely on ARC's net income.

8. **TERM & TERMINATION.** The term of this Agreement will commence upon the date that Customer signs the Estimate and will continue until ARC informs Customer in writing that the Services are complete, unless sooner terminated as provided herein. Either party may terminate this Agreement for cause upon thirty (30) days' written notice (ten (10) days in the event of non-payment) to the other party of a material breach of this Agreement if such breach remains uncured at the expiration of such notice period. Except as otherwise provided herein, upon termination of this Agreement by either party, ARC will refund Customer any prepaid fees for unperformed Services and make all completed work available for Customer to pick up; Customer will not be entitled to incomplete work performed as part of the Services. Termination will not relieve Customer of the obligation to pay any fees accrued or payable to ARC prior to termination. If (a) Customer's account is thirty (30) days or more overdue or (b) Customer is in material breach of its obligations hereunder, in addition to any of its other rights or remedies, ARC reserves the right to suspend the Services, without liability to Customer or any third party, until such amounts are paid in full, including any fee, or until such material breach is cured to ARC's reasonable satisfaction.

9. **CONFIDENTIALITY.** Both parties acknowledge that in the course of performance they may have access to confidential or proprietary information of the other party

("Confidential Information"). Each party agrees to use Confidential Information only as necessary to fulfill their respective obligations hereunder and to hold such Confidential Information in confidence, except such disclosure as may be required by law. Each party agrees that it will treat all Confidential Information with at least the same degree of care as it accords to its own Confidential Information, but not less than reasonable care. Following termination of this Agreement, neither party will be required to maintain Confidential Information of the other party and may destroy such Confidential Information unless otherwise agreed to in writing.

10. **LIMITED WARRANTY.** ARC represents and warrants that the Services will be performed in a professional and workmanlike manner and materially in accordance with the Documents. This limited warranty will survive for a period of one (1) year from installation or delivery by ARC and does not cover issues or failure resulting from abuse, misuse, alteration, acts of nature or disaster, unauthorized repair or installation, or use of the Services in deviation from the Documents or this Agreement. Subject to Section 5, ARC's sole liability (and Customer's exclusive remedy) for any breach of this warranty will be, in ARC's sole discretion and at no charge to Customer, (a) to use commercially reasonable efforts to correct the reported non-conformity or, if ARC determines that is unviable, (b) to refund Customer an amount commensurate with the reported non-conformity.

11. **DISCLAIMER.** THE ABOVE WARRANTY IS CUSTOMER'S EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE AND NON-INFRINGEMENT. EXCEPT AS PROVIDED ABOVE, CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED "AS IS." CUSTOMER WILL BE SOLELY RESPONSIBLE FOR DETERMINING THAT CUSTOMER'S PROPOSED USE OF THE SERVICE COMPLIES WITH APPLICABLE LAWS IN CUSTOMER'S JURISDICTION(S). If installation is not part of the Services, Customer assumes all risk of loss associated with installation upon delivery or acceptance of the Services.

12. **INDEMNIFICATION.** ARC will indemnify and hold Customer, its officers, directors, agents and employees harmless from and against any and all liabilities, damages, losses, expenses, claims or judgments made by third parties, including reasonable attorneys' fees (collectively "Claims"), arising out of bodily injury or death or damage to or loss of property caused by the gross negligence or willful misconduct of ARC. Customer will indemnify and hold ARC, its officers, directors, agents and employees harmless from and against any Claim arising out of (a) bodily injury or death or damage to or loss of property allegedly caused by acts or omissions of Customer, its employees, agents or third parties, (b) any claim that the ARC's use of the Documents in providing the Services infringes or violates the copyright, trademark, patent, trade secret, or other rights of a third party, or (c) a breach of any representation, warranty, or obligation of Customer under this Agreement.

13. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, OR OTHER THEORY OF LIABILITY, EVEN IF IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ARC'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER HEREUNDER.

14. **RELATIONSHIP OF THE PARTIES.** Customer and ARC are and at all times will be and remain independent contractors as to each other. At no time will either party be deemed to be the agent or employee of the other party, and no joint venture, partnership, agency or other similar relationship will be created or implied by virtue of this Agreement.

15. **MODIFICATION.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

16. **SUBCONTRACTORS AND ASSIGNMENT.** ARC may subcontract the provision of the Services, or any part thereof, including installation, to subcontractors selected by ARC. Customer will not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement. ARC may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Customer's consent.

17. **GOVERNING LAW AND JURISDICTION.** This Agreement will be governed by the laws of the State of California without giving effect to any conflict of law provision. Any legal claim, suit, action or proceeding arising out of this Agreement will be instituted exclusively in the courts of the State of California in the City and County of San Francisco.

18. **ATTORNEYS' FEES AND COSTS; WAIVER OF JURY.** The prevailing party in any action to enforce or interpret this Agreement will be entitled to recover its reasonable attorneys' fees and costs incurred in such action. To the extent permissible, the parties hereby waive their rights to a trial by jury and acknowledge that such waiver is part of the consideration supporting this Agreement, without which, the parties would not have entered into this Agreement.

19. **NOTICES.** Notices to be given or submitted by either party to the other pursuant to this Agreement will be in writing and directed to the addresses in the Estimate or as otherwise provided to the other party in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), or (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested) or by certified or registered mail, return receipt requested, postage prepaid. Copies of all notices to ARC will be sent to: ARC Document Solutions, LLC, Attn: Legal Department, 12657 Alcosta Blvd., Suite 200, San Ramon, CA 94583.

**All work done pursuant to this Estimate is subject to the attached Terms and Conditions. By signing this Estimate, you agree to pay for the work and services detailed in the above (subject to change based on availability and pricing of materials) and that you have read, understand and agree to the Terms and Conditions.*

Customer Name: _____ Name and Title: _____

Signature: _____ Date: _____

SECOND AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT is dated for identification this _____ day of October, 2017 and amends that certain agreement made by and between the Town of Los Gatos, ("Town,") and the ARC DOCUMENT SOLUTIONS, LLC ("Consultant"). .

RECITALS

- A. Town and Consultant entered into a Purchase and Service Agreement on February 29, 2016 ("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 extend the term and provide additional compensation.

AMENDMENT


- 1. Section 2.1 Supplies and Terms is amended to read as follows:
Supplier hereby agrees to deliver to Town at the Forbes Mill Footbridge as per the items and materials described herein as well as in Exhibit A, which is attached hereto and incorporated by reference. The terms and conditions are as follows:
 - (1) Price. Town shall pay Supplier the amounts defined in Exhibit B, which include sales tax and delivery charges. Payment shall be net 30 days from delivery.
 - (2) Installation. The installation of the items and materials shall be no later than June 30, 2018. Installation shall be made between 8:00 a.m. and 5:00 p.m. on weekdays that are not Town holidays or furlough days. The Supplier is responsible for identifying an installation date and time convenient and agreeable to the Town Manager's Office. Installation of panels shall be completed within 15 days from Supplier's receipt of approval of e-proofed artwork from the Town.
- 2. Section 2.3 Scope of Services is amended to read as follows:
Supplier shall provide services as described in that certain Scope of Work – Exhibits A and B and which are incorporated herein by reference and attached.
- 3. Section 2.4 Time of Performance is amended to read as follows:
The services to be performed are as follows: The Supplier shall transfer digital images of artwork onto 41" x 44" adhesive vinyl panels. The Supplier shall then install the adhesive panels in the location to the satisfaction of the Town Manager's Office no later than June 30, 2018.
- 4. Section 2.8 Compensation is amended to read as follows:
Compensation for the supplies and materials delivered and for the Supplier's professional services shall not exceed \$15,920.26, inclusive of all costs. Payment shall be based upon Town approval of each task.

Second Amendment ARC Document Solutions

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

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


Town of Los Gatos

By: 
Laurel Prevetti, Town Manager

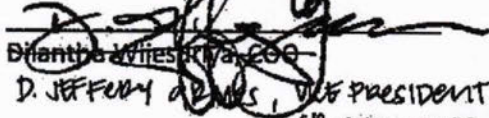
Department Approval:


Arn Andrews, Assistant Town Manager

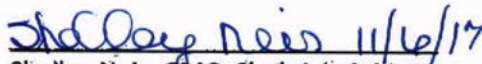
Approved as to Form:


Robert Schultz, Town Attorney

Approved as to Consent:

By: 
~~Brianthe Wines, Esq., COO~~
D. JEFFREY ADAMS, VICE PRESIDENT,
SP-CORPORATE COUNSEL,
CORPORATE SECRETARY

Attest:

 11/6/17
Shelley Neis, CMC, Clerk Administrator

Second Amendment ARC Document Solutions



821 Martin Ave
 Santa Clara, CA 95050
 408-736-7912

QUOTE# 1381857

QUOTE DATE 09/20/17

WORK ORDER# P1381857

SOLD TO:

Cust# 26260
 ATTN: Christina Gilmore
 TOWN OF LOS GATOS CENTRAL SERV
 ATTN: ACCOUNTS PAYABLE
 P.O.BOX 655
 LOS GATOS, CA 95031

SHIP TO:

Cust# 26260
 ATTN: HOLD FOR INSTALLER
 TOWN OF LOS GATOS CENTRAL SERV
 ATTN: ACCOUNTS PAYABLE
 P.O.BOX 655
 LOS GATOS, CA 95031

JOB DUE:

Delivery/Shipping

CONTACT	PHONE	PURCHASE ORDER#	SALES REP						
Christina Bernasconi/TOWN OF LOS G	(408) 354-6833	Forbes Mill Footbridge Panels	Ilene Goudie - ISR						
JOB#	JOB NAME	BILLER					LOC		
Forbes Mill Footbridge Panels	Forbes Mill Footbridge Panels (25)	Wade Opsal					017		
OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UM	UNIT PRICE	AMOUNT	
2215	PRESENTATION COLOR - SETUP <i>File set-up and review, preflight, eProof and print set-up</i>	1	1	1x1	1	EA		58.50	
2206.02	PRESENTATION COLOR - ADHESIVE BACK VINYL <i>Children's artwork - insert into black frame - enlarged to create the 41" x 44" panels - ABV (IJ180)</i>	25	1	41x44	325	SF		2291.25	
4036	SURFACE LAMINATION 3 MIL <i>Anti-graffiti lam</i>	25	1	41x44	325	SF		1300.00	
4065.01	INSTALLATION (Non Taxable) <i>Installation of (36) panels</i>	1	1	1x1	1	EA		1725.00	
5204	SPECIAL PACKAGING <i>Special packaging</i>	1	2	1x1	2	EA		40.00	
2215.02	DTS - PROOF <i>Reduced size Hardcopy proof of each image - Gang print</i>	1	1	1x1	1	EA		200.00	
----- ORDER NOTES -----									
HOLD FOR INSTALLER									

This quote is valid for 30 days from the date listed above. Pricing is subject to change.

This quote is based on our evaluation of the requirements necessary to complete the job as described above.

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
5614.75		350.08	5964.83		5964.83

TERMS: Net 30 Days

Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

1381857

JR

EXHIBIT A

Scope of Work – Art Panel Production/Installation

Digital photos have been taken of the artwork and will need to be transferred onto a semi-permanent vinyl decal that is for outdoor use with a UV protection and graffiti/vandal proof coating. It is the Town's preference for the panels to have up to a 5-year lifespan. The panels will be 41"x44" and applied directly to the bridge in an area to be designated by the Town Manager's Office. Only a portion of the bridge's current artwork will be replaced within the scope of this project. Therefore, the vendor shall be responsible to coordinate with the Town on identifying which panels are to be replaced at this time.

EXHIBIT B

Scope of Work Summary

- Production transfer of 25 digital photos of artwork
- 41"x44" semi-permanent vinyl decal panels for outdoor use with UV protection and graffiti/vandal proof coating
- 5 year life span
- Panel installation (please calculate separate from production)

AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 6th day of September, 2016 and amends that certain agreement by and between the Town of Los Gatos, ("Town,") and the Arc Document Solutions, LLC. ("Consultant.") dated 29th of February, 2016.

RECITALS

- A. Town and Consultant entered into a Purchase and Service Agreement on February 29, 2016, ("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 provide additional compensation for 36 additional panel installations.

AMENDMENT

- 1. Section 2.8 Compensation is amended to read as follows:

Compensation for the supplies and materials delivered and for the Supplier's professional services shall not exceed \$13,304.97, inclusive of all costs. Payment shall be based upon Town approval of each task.

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

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

Town of Los Gatos

By: Laurel Prevetti
Laurel Prevetti, Town Manager

Approved as to Consent:

By: Dilantha Wijesuriya
Dilantha Wijesuriya, COO

Approved as to Form:

Attest:

Robert Schultz Deputy Town Attorney
Robert Schultz, Town Attorney

Shelley Neis 9/15/16
Shelley Neis, CMC,
Clerk Administrator





821 Martin Ave
 Santa Clara, CA 95050
 408-736-7912

QUOTE# 1132910

QUOTE DATE 09/06/16

WORK ORDER# P1132910

SOLD TO:

Cust# 26260
 ATTN: Christina Gilmore
 TOWN OF LOS GATOS CENTRAL SERV
 ATTN: ACCOUNTS PAYABLE
 P.O.BOX 655
 LOS GATOS, CA 95031

SHIP TO:

Cust# 26260
 ATTN: HOLD FOR INSTALLER
 TOWN OF LOS GATOS CENTRAL SERV
 ATTN: ACCOUNTS PAYABLE
 P.O.BOX 655
 LOS GATOS, CA 95031

JOB DUE:

Delivery/Shipping

OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UM	UNIT PRICE	AMOUNT
2202.04	VINYL WRAP <i>Adhesive backed vinyl (IJ 180) with an anti graffiti lamination.</i>	36	1	41x44	36	EA		4932.00
4065.01	INSTALLATION <i>Installation of above mentioned graphics on the Los Gatos foot bridge.</i>	36	1	41x44	36	EA		1944.00
2202.04	VINYL WRAP <i>Hard copy proof of each of the images. Price is based per order placed.</i>	1	1		1	EA		80.00
2215	PRESENTATION COLOR - SETUP	1	1		1	EA		10.50
5204	SPECIAL PACKAGING <i>Special packaging</i>	1	1	1x1	1	EA		20.00
----- ORDER NOTES -----								
S:\Riot Color\Color Dept\04-21-16\Town of Los Gatos *HOLD FOR INSTALLER*								

This quote is valid for 30 days from the date listed above. Pricing is subject to change.

This quote is based on our evaluation of the requirements necessary to complete the job as described above.

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
6986.50		611.32	7597.82		7597.82

TERMS: Net 30 Days
 Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

1132910

NO

PURCHASE AND SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is dated for identification this 29th day of February, 2016 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and ARC DOCUMENT SOLUTIONS, LLC, a Texas limited liability company with its principal place of business at 1981 N. Broadway, Suite 385, Walnut Creek, California 94596 ("Supplier"). This Agreement is made with reference to the following facts. This contract will remain in effect from February 29, 2016 to May 31, 2017.

I. RECITALS

- 1.1 Town sought quotations for the purchase described in this Agreement, and Supplier was found to be the lowest responsible supplier for this purchase.
- 1.2 Supplier represents that it is a qualified and competent supplier of the items to be purchased under this Agreement.
- 1.3 The Town desire to engage Supplier to produce 25 panels that will display artwork transferred onto a 41"x44" adhesive back vinyl, UV Graffiti laminated sign. The work will also include installation of the panels onto the Forbes Mill Footbridge.
- 1.4 The Supplier represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

II. AGREEMENTS

- 2.1 Supplies and Terms. Supplier hereby agrees to deliver to Town at the Forbes Mill Footbridge as per the items and materials described in Exhibit A, which is attached hereto and incorporated by reference. The terms and conditions are as follows:
 - (1) Price. Town shall pay Supplier the amounts defined in Exhibit B, which include sales tax and delivery charges. Payment shall be net 30 days from delivery.
 - (2) Installation. The installation of the items and materials shall be no later than May 31, 2017. Installation shall be made between 8:00 a.m. and 5:00 p.m. on weekdays that are not Town holidays or furlough days. The Supplier is responsible to identify an installation date and time convenient and agreeable by the Town Manager's Office. Installation of panels shall be completed within 15 days from Supplier's receipt of approval of e-proofed artwork from the Town.
- 2.2 Time of the Essence. Prompt delivery of the items and materials is essential to this Agreement.
- 2.3 Scope of Services. Supplier shall provide services as described in that certain Scope of Work -- Exhibits A and B which are incorporated herein by reference and attached.

- 2.4 Time of Performance. The services to be performed are as follows: The Supplier shall transfer digital images of artwork onto 4 1/2"x44" adhesive vinyl panels. The Supplier shall then install the adhesive panels in the location to the satisfaction of the Town Manager's Office no later than May 31, 2017.
- 2.5 Compliance with Laws. The Supplier shall comply with all applicable laws, codes, ordinances and regulations of governing federal, state and local laws. Supplier represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Supplier to practice its profession. Supplier shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.6 Sole Responsibility. Supplier shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.7 Information/Report Handling. All documents furnished to Supplier by the Town and all reports and supportive data prepared by the Supplier under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Supplier's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Supplier in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Supplier shall not make any of these documents or information available to any individual or organization not employed by the Supplier or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Supplier pursuant to this Agreement are for the purpose of evaluating a defined project, and the Town's use of the information contained in the reports prepared by the Supplier in connection with other projects shall be solely at Town's risk, unless Supplier expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Supplier which is and has been confirmed in writing by Supplier to be a trade secret of Supplier.
- 2.8 Compensation. Compensation for the supplies and materials delivered and for Supplier's professional services shall not exceed \$5,706.15, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.9 Billing. Billing shall be by invoice within thirty (30) days of the rendering of the services and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form. Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices: Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655

- 2.10 Availability of Records. Supplier shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Supplier shall make these records available to authorized personnel of the Town at the Supplier's offices during business hours upon written request of the Town.
- 2.11 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Supplier. 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 Supplier, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Supplier 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. Supplier agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Supplier 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 Supplier or is based on allegations of Supplier's negligent performance or wrongdoing.
- 2.13 Conflict of Interest. Supplier understands that its professional responsibilities are solely to the Town. The Supplier has and shall not obtain any holding or interest within the Town of Los Gatos. Supplier 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, Supplier 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. Supplier 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, Supplier discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Supplier shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.14 Equal Employment Opportunity. Supplier warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Supplier nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Supplier agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Supplier agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Supplier shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Supplier agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Supplier agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Supplier 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 additional insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of Supplier, premises owned or used by the Supplier. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Supplier'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 Supplier'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 Supplier'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 or cancelled 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 Administrator.
- 3.3 Workers' Compensation. In addition to these policies, Supplier 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, Supplier shall ensure that all subcontractors employed by Supplier provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Supplier 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 Supplier, or any of the Supplier's officers, employees, or agents or any subcontractor.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 4.3 Warranty. Supplier shall remedy any defects due to faulty materials and/or workmanship and pay for any damages to other work and/or existing facilities resulting therefrom which shall appear within a period of one year from the date of recording of final acceptance.
- 4.4 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.5 Termination of Agreement. The Town and the Supplier 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 Supplier shall deliver to the Town all supplies and services scheduled to be delivered to Town within that fifteen (15) day period.
- 4.6 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Supplier.

- 4.7 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.
- 4.8 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

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

ARC Document Solutions, LLC
 Matt Maratsos, Account Executive
 821 Martin Avenue
 Santa Clara, CA 95050

Copy to:

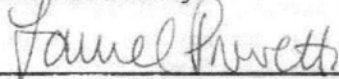
ARC Document Solutions, LLC
 1981 N. Broadway, Suite 385
 Walnut Creek, CA 94569
 Attn: Legal Department

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

- 4.9 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.
- 4.10 Entire Agreement. This Agreement, including all exhibits, constitutes the complete and exclusive statement of the agreement between the Town and Supplier. 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.

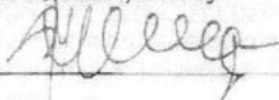
IN WITNESS WHEREOF, the Town and Supplier have executed this Agreement.

Town of Los Gatos by:



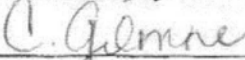
 Laurel Prevetti, Town Manager

ARC Document Solutions, LLC by:



 By: Dilantha Wijesuriya
 Title: COO

Recommended by:



 Christina Gilmore, Assistant to the Town
 Manager

Approved as to Form:



 Robert Schultz, Town Attorney

(000)*68 | RTF 2

6

EXHIBIT A

Scope of Work – Art Panel Production/Installation

Digital photos have been taken of the artwork and will need to be transferred onto a semi-permanent vinyl decal that is for outdoor use with a UV protection and graffiti/vandal proof coating. It is the Town's preference for the panels to have up to a 5-year lifespan. The panels will be 41"x44" and applied directly to the bridge in an area to be designated by the Town Manager's Office. Only a portion of the bridge's current artwork will be replaced within the scope of this project. Therefore, the vendor shall be responsible to coordinate with the Town on identifying which panels are to be replaced at this time.

EXHIBIT B

Scope of Work Summary

- Production transfer of 25 digital photos of artwork
- 41"x44" semi-permanent vinyl decal panels for outdoor use with UV protection and graffiti/vandal proof coating
- 5 year life span
- Panel installation (please calculate separate from production)

ARC
 821 Martin Ave
 Santa Clara, CA 95050
 408-736-7912

QUOTE# 1019508

QUOTE DATE 03/02/16

WORK ORDER# P1019508

SOLD TO: Cust# 26260
 TOWN OF LOS GATOS CENTRAL SERV
 ATTN: ACCOUNTS PAYABLE
 P.O. BOX 655
 LOS GATOS, CA 95031

SHIP TO: Cust# 26260
 TOWN OF LOS GATOS CENTRAL SERV
 ATTN: ACCOUNTS PAYABLE
 P.O. BOX 655
 LOS GATOS, CA 95031

CONTACT		PHONE	JOB DUE:		PURCHASE ORDER#		Delivery/Shipping			SALES REP
Christina Gilmore/TOWN OF LOS GATO		(408) 354-6833	Foot bridge graphics		Foot bridge graphics		Matt Maratsos			
JOB#		JOB NAME		BILLER			LOC			
Foot bridge graphics		Foot bridge graphics		Alan Scheer			017			
OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UM	UNIT PRICE	AMOUNT		
2202.04	VINYL WRAP <i>Adhesive backed vinyl with an anti graffiti lamination.</i>	25	1	41x44	25	EA		3591.25		
4065.01	INSTALLATION <i>Installation of above mentioned graphics on the Los Gatos foot bridge.</i>	1	1	41x44	1	EA		1550.00		
2202.04	VINYL WRAP <i>Hard copy proof of each of the eight images.</i>	1	1		1	EA		200.00		
2215	PRESENTATION COLOR - SETUP	1	1		1	EA		10.50		
5204	SPECIAL PACKAGING <i>Special packaging</i>	1	1	1x1	1	EA		20.00		

This quote is valid for 30 days from the date listed above. Pricing is subject to change.

This quote is based on our evaluation of the requirements necessary to complete the job as described above.

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
5371.75		334.40	5706.15		5706.15

TERMS: Net 30 Days
 Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

1019508

EG



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 09/7/2021

ITEM NO: 4

DATE: August 30, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize an Expenditure Budget Adjustment in the Amount of \$46,000 from the Available Information Technology Fund to Cover the Cost in the Statement of Work from Accela, Inc. for SaaS Migration Services.

RECOMMENDATION:

Authorize an expenditure budget adjustment in the amount of \$46,000 from the available Information Technology Fund to cover the cost in the Statement of Work from Accela, Inc. (Attachment 1) for SaaS Migration Services.

BACKGROUND:

On June 15, 2021, the Town Council authorized the Town Manager to execute a five-year Maintenance Agreement with Accela, Inc. for Cloud Migration, Maintenance, and Support of the Accela Automation Permitting Software System. The Agreement (Attachment 2) was executed by the Town Manager on June 25, 2021.

DISCUSSION:

Staff is requesting a budget adjustment in the amount of \$46,000 to cover the cost in the attached Statement of Work for SaaS Migration services. The cost for SaaS Migration Services was erroneously not included in the previously approved cost for the five-year Agreement (\$597,995).

CONCLUSION:

Staff recommends that the Town Council authorize a budget adjustment in the amount of \$46,000 to cover the cost in the Statement of Work from Accela, Inc. for SaaS Migration Services.

PREPARED BY: Joel Paulson
Community Development Director

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

PAGE 2 OF 2

SUBJECT: Accela Inc.

DATE: August 30, 2021

COORDINATION:

This report was coordinated with the Town Manager's Office, Town Attorney's office, Information Technology Department, and Finance Department.

FISCAL IMPACT:

The cost of the budget adjustment is \$46,000, taking the total cost of the five-year Agreement from \$597,995 to \$643,995. These expenditures are budgeted in the Information Technology (IT) Internal Service fund as part of the IT Support Program. There are sufficient funds available in the IT fund for the additional expenses.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Statement of Work
2. Agreement for Consultant Services FY21-26



Statement of Work

Los Gatos California SaaS Migration Services

6/8/2021

Version 1.0

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200



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DOCUMENT CONTROL

Date	Author	Version	Change Reference
4/20/2021	J. White	1.0	SOW Creation
6/8/2021	J. White	1.1	Clarified OpenCities vs Accela responsibilities



INTRODUCTION

OVERVIEW

This Statement of Work (“SOW”) dated 6/8/2021 sets forth the scope and definition of the project-based professional services (collectively, the “Services”) to be provided by Accela, Inc., its affiliates and/or agents (“Accela”) to Los Gatos California (“Agency” or “Customer”).

Agency has selected OpenCities, Inc., a Delaware limited liability company, to provide certain products and/or Services, as set forth in this SOW. Agency acknowledges and agrees that Accela is not liable or responsible for any products and/or Services provided by OpenCities.

This SOW details the deliverables that will be performed by Accela Professional Services (Deliverable 1, 2.1, and 2.4) and OpenCities Professional Services (Deliverable 2.2, 2.4, and 2.5).

This SOW is governed by the Accela Consulting Services Policy (attached) found at www.accela.com/terms for Accela deliverables and by the OpenCities Consulting Services Policy found at <https://www.opencities.com/files/content/common/general-pages/terms-conditions-north-america/opencities-terms-of-service-north-america.pdf> for OpenCities deliverables.

This statement of work represents a Fixed Fee based engagement.

SCOPE OF SERVICES

Deliverable 1: Accela will provide services to the Agency for migrating the Accela on-premise Land Management instance to the Accela Cloud based on the materials provided by the Agency in the SaaS Migration Questionnaire.

- Import/upgrade of MS SQL DBs (up to 3 environments: Support, Test, Production)
- Assistance migrating 6 specific interfaces:
 - GIS
 - DigEplan
 - Credit Card Payment Adapter (PayPal)
 - EDMS (ADS)
 - GIS data export
 - Azure SSO (optional)
- Migration of up to 45 SSRS/RTF reports
- Up to 20 hour of issue resolution and testing assistance
- Go live planning and cutover assistance

Deliverable 2: Once migrated to Accela SaaS, Premium Citizen Experience (OpenCities) will be implemented.

Standard setup includes:

- Design of the OpenCities web site with up to 100 pages
- Training on OpenCities and OpenForms

Products

The following Accela products are in scope for this Project:



- *Accela Automation*
- *Accela Citizen Access*
- *Accela GIS*
- *Accela Mobile*
- *Premium Citizen Experience (OpenCities)*

WORK DESCRIPTION

Deliverable 1: Accela will perform a migration of the customer's on-premise Accela environments using MS SQL (up to 3 environments: Support, Test, Production) to the Accela SaaS platform.

Migration Steps:

1. Customer provides an updated backup of the MS SQL databases for the environments to be migrated
2. Perform the database migration (Accela, Jetspeed, AGIS, and ADS databases as required)
 - a. Copy database to Accela site
 - b. Execute preparation and remediation scripts; drop any custom objects
 - c. Import data from the MS SQL DB into Accela SaaS SQL instance
3. Execute validation scripts to confirm the schema
4. Provision tenant instance in Accela SaaS
5. Update environment specific data in the databases
6. Start Accela services and validate the system is functional i.e. login, search, create records, etc.
7. Execute automated test tool to ensure proper system functionality
8. Customer performs migration validation
9. Remediate any data issues that found from the migration
10. Provide the customer with a backup of the revised SQL DB
11. Migrate and Test integrations
 - Repoint service endpoints to new URLs
 - Adjust firewall rules and network topologies as necessary
 - Update interface EMSE scripting dependences for Azure compatibility
12. Migrate and update SSRS reports (maximum of 200)
 - Import reports into the Accela SaaS environment
 - Update reports to remove dependencies on custom objects (stored procedures, functions)
 - Facilitate customer testing and remediate any issues found resulting from migration
13. Develop go live plan
14. Final go-live/roll back decision
15. Execute go live plan

Deliverable 2: After migration of a non-production environment, Accela will begin the implementation of the Premium Citizen Experience (OpenCities). This SOW details the deliverables that will be performed by Accela Professional Services (Deliverables 2.1 and 2.3) and OpenCities Professional Services (Deliverables 2.2, 2.4, and 2.5).



Deliverables for Accela and OpenCities	Tasks
Accela Deliverables 2.1: Project Kick Off	<ul style="list-style-type: none"> • Project Kick Off • Provide use of task management tool • Discovery of statements and/or images capturing the intention of the look/feel of new Website • Designer feedback or recommendations
OpenCities Deliverable 2.2: Design and Configuration	<ul style="list-style-type: none"> • Collect asset such as logos and images • Create and review analytics report • Departmental Portal Page & Theme Light Design Review
Accela Deliverable 2.3: Design, Configuration, & Training	<ul style="list-style-type: none"> • ACA assessment and Premium Citizen Experience configuration • Accela Integration training and consultation
OpenCities Deliverable 2.4: Training & Handover	<ul style="list-style-type: none"> • Content Publisher training • OpenCities Help Center 24 x 7 • OpenForms training • Site Administrator training
OpenCities Deliverable 2.5: Content Service Creation and Curation	<ul style="list-style-type: none"> • Content creation and building • Coordinate full launch of Departmental Portal with Agency Team to assure transition.

OUT OF SCOPE

Any Coding, conversion or additional services not specifically described in this document is the responsibility of Agency.

PROJECT ASSUMPTIONS

GENERAL PROJECT ASSUMPTIONS

- Accela and OpenCities remain responsible for their own services, warranty, and terms and conditions related to the SOW.
- Agency will provide the necessary tools, accounts, and permissions that will enable Accela to access the Agency's internal network for remote installation and testing. This access must be provided through industry standard tools such as Virtual Private Network (VPN). Failure to provide this access in a timely fashion will result in a project delay. Such a delay will result in a Change Order.
- Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party systems for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.

SAAS MIGRATION ASSUMPTIONS

- Migration of the GIS data export under this agreement is dependent on the purchase of the Enhanced Reporting Database (ERD). Should Los Gatos opt not to include the ERD in their SaaS license agreement, then the Los Gatos would assume responsibility for migrating the GIS data export.



- Las Gatos will provide an on-premise SQL Server to host the GIS data export interface. The on-premise SQL server will have connectivity to ERD SQL DB for a “linked server” topology.

PREMIUM CITIZEN EXPERIENCE ASSUMPTIONS

- Implementation and Training Services will be completed over a 12-week period.
- This will serve as a Digital Front Door for one department
For instance, assuming Community Development: <https://www.losgatosca.gov/46/Community-Development>
- Additional design services will be needed if more than one department

PROJECT TIMELINE

The project is estimated to take 20 weeks. The projected start date for the Project is forty-five (45) calendar days after mutual acceptance and signature of this SOW.

PROJECT COMPLETION

Upon completion of the work defined above, this contract will be closed.

PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to Accela to put the project on hold. Delays of 2 weeks or more that have a tangible impact to Accela’s resource plan are subject to change order.

If an Agency-based delay puts the project on hold for more than 90 days, Accela reserves the right to terminate the contract and negotiate new terms. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the contract at the time of the delay. After that time, Accela can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

PAYMENT TERMS

The cost of services is:

SaaS Migration	\$25,000
Premium Citizen Experience	\$21,000
Total	\$46,000

PAYMENT SCHEDULE

- 50% due at contract signing \$23,000.
- 50% invoiced at completion \$23,000.
- Invoices are due net 30 of invoice date.

EXPENSES

There is no provision for travel expenses or travel time in this SOW because Agency does not need any onsite resources. Travel to the Agency will not be conducted unless a Change Order, inclusive of travel expense terms and conditions, is signed prior to travel commencing to cover the cost of the travel.



CONTRACT SUM

The total estimated amount payable under this SOW, as calculated from the above-mentioned fees, is **\$46,000**. This estimated price is based on the information available at time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW.

ADMINISTRATION

CHANGE ORDERS

In order to make a change to the scope of Professional Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services Change Order. Accela will continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order will be agreed to by the parties in writing prior to implementation of the Change Order. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order will be signed by Accela and Agency prior to commencing any activities defined in the change order. Standard blended rate for Accela resources is **\$250** per hour. The Change Order Template is attached hereto as Appendix A.

EXPIRATION

The scope and terms of this SOW must be executed as part of the Professional Services Agreement within sixty (60) calendar days of the date of this SOW. If the SOW is not executed, the current scope and terms can be renegotiated.

DISCLAIMERS

Accela makes no warranties in respect of the Services described in this SOW except as set out in the Professional Services Agreement. Any configuration of or modification to the Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "Supported Modification". Accela's obligations and warranties in respect of its Services, Products, and maintenance and support, as set out the agreement between Accela and Agency, does not extend outside the Supported Modifications or to any Agency manipulation of implemented scripts, reports, interfaces and adaptors.

In the event Agency requires significant changes to this SOW (including cumulative revisions across any one or more Change Orders) which Accela reasonably determines (a) is a material modification of the nature or scope of Services as initially contemplated by the Parties under this SOW and/or (b) is significantly outside the Supported Modifications, Accela may, upon no less than thirty (30) days' notice to Agency, suspend or terminate this SOW and/or any Change Order issued hereunder. In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables.



APPENDIX A: CHANGE ORDER FORM

Agency:
 Project Code:
 Contract ID:
 Initiating Department:
 Initiated By:

CO #:
 Date:

A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. [Description of Change #1 – Issue details/scope impact, add as many as needed]

- Schedule impact:
- Resource impact:
- Cost impact:

2. Etc.

Total Project Schedule Impact: [Enter]
 Total Project Resource Impact: [Enter]
 Total Project Cost Impact: [Enter]

B. BILLING TERMS:
 Please describe the method by which Accela may bill the customer. Typically for CO's this is T&M.

C. EXPIRATION:
 If this is a CO for a bucket of T&M hours there needs to be an expiration date

SIGNATURE AND ACCEPTANCE

The above Services will be performed in accordance with this Change Order, Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

Accepted By:	Accepted By: Accela, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

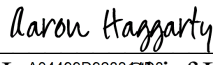
IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant By:

DocuSigned by:

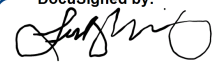
6/25/2021
853FEEA25B39470
Laurel Prevetti Town Manager

DocuSigned by:

Aaron Haggarty, Chief Legal Officer
Accela, Inc.

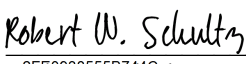
Recommended by:

DocuSigned by:

6/21/2021
5035AD632FE1477
Joel Paulson, Community Development
Director

DocuSigned by:

Luke Norris, Sr Vice President,
Government Relations & Growth
OpenCities

Approved as to Form:

DocuSigned by:

6/25/2021
2FE0938556B744C
Robert Schultz, Town Attorney

Attest:

DocuSigned by:

6/25/2021
B9660F65B1F34F6
Shelley Neis, MMC, CPMC, Town Clerk



MEMORANDUM

DATE: June 16, 2021

TO: Rob Schultz, Town Attorney

FROM: Joel Paulson, Community Development Director

SUBJECT: Sole Source Approval by Attorney: Accela, Inc.

BACKGROUND:

In 2006, the Town’s Community Development Department upgraded its permitting system from PERMITS-Plus to Accela Automation system. The Accela system tracks all building, planning, and engineering permits as well as code enforcement citations. The public has access to development data online and the system allows for online permitting. The department has also had a maintenance agreement with Accela, Inc. since it was first introduced.

The Town’ Community Development Department has requested an upgrade from the Software version of Accela to a cloud hosted version. Migration, maintenance, and upgrades can only be completed through Accela.

Please approve this sole source for Accela, Inc. in the amount of \$597,994.51 for a five-year migration, maintenance, and support agreement.

Recommended/Approved By:

Joel Paulson
Joel Paulson (Jun 16, 2021 16:02 PDT)

Joel Paulson
 Community Development Department

Jun 16, 2021

Date:

Approved as to Form:

Robert Schultz

Robert Schultz, Town Attorney

Jun 17, 2021

Date:



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Brad Jacobs
Contact Phone:
Contact Email: bjacobs@accela.com
Quote ID: Q-23396
Valid Through: 6/30/2021
Currency: USD

Order Form

Address Information

Bill To:

Town of Los Gatos
110 E. Main Street
Los Gatos, California 95030
United States

Ship To:

Town of Los Gatos
110 E. Main Street
Los Gatos, California 95030
United States

Billing Name: Chris Gjerde
Billing Phone: (408) 354-6814
Billing Email: cgjerde@losgatosca.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi User	Year 1	7/1/2021	6/30/2022	12	\$2,641.00	35	\$92,435.00
> Accela Building - SaaS	Year 1	7/1/2021	6/30/2022	12	\$0.00	35	\$0.00
> Accela Planning - SaaS	Year 1	7/1/2021	6/30/2022	12	\$0.00	35	\$0.00
OpenCities - OpenForms	Year 1	7/1/2021	6/30/2022	12	\$92.00	100	\$9,200.00
OpenCities - Department	Year 1	7/1/2021	6/30/2022	12	\$8,500.00	1	\$8,500.00
Accela Data Connector	Year 1	7/1/2021	6/30/2022	12	\$2,500.00	1	\$2,500.00
Training Unit - Training		7/1/2021		60	\$0.00	40	\$0.00
TOTAL:							\$112,635.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi User	Year 2	7/1/2022	6/30/2023	12	\$2,720.23	35	\$95,208.05
> Accela Building - SaaS	Year 2	7/1/2022	6/30/2023	12	\$0.00	35	\$0.00
> Accela Planning - SaaS	Year 2	7/1/2022	6/30/2023	12	\$0.00	35	\$0.00
OpenCities - OpenForms	Year 2	7/1/2022	6/30/2023	12	\$94.76	100	\$9,476.00
OpenCities - Department	Year 2	7/1/2022	6/30/2023	12	\$8,755.00	1	\$8,755.00
Accela Data Connector	Year 2	7/1/2022	6/30/2023	12	\$2,575.00	1	\$2,575.00
TOTAL:							\$116,014.05

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi User	Year 3	7/1/2023	6/30/2024	12	\$2,801.84	35	\$98,064.29

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
> Accela Building - SaaS	Year 3	7/1/2023	6/30/2024	12	\$0.00	35	\$0.00
> Accela Planning - SaaS	Year 3	7/1/2023	6/30/2024	12	\$0.00	35	\$0.00
OpenCities - OpenForms	Year 3	7/1/2023	6/30/2024	12	\$97.60	100	\$9,760.28
OpenCities - Department	Year 3	7/1/2023	6/30/2024	12	\$9,017.65	1	\$9,017.65
Accela Data Connector	Year 3	7/1/2023	6/30/2024	12	\$2,652.25	1	\$2,652.25
TOTAL:							\$119,494.47

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi User	Year 4	7/1/2024	6/30/2025	12	\$2,885.89	35	\$101,006.22
> Accela Building - SaaS	Year 4	7/1/2024	6/30/2025	12	\$0.00	35	\$0.00
> Accela Planning - SaaS	Year 4	7/1/2024	6/30/2025	12	\$0.00	35	\$0.00
OpenCities - OpenForms	Year 4	7/1/2024	6/30/2025	12	\$100.53	100	\$10,053.09
OpenCities - Department	Year 4	7/1/2024	6/30/2025	12	\$9,288.18	1	\$9,288.18
Accela Data Connector	Year 4	7/1/2024	6/30/2025	12	\$2,731.82	1	\$2,731.82
TOTAL:							\$123,079.31

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi User	Year 5	7/1/2025	6/30/2026	12	\$2,972.47	35	\$104,036.41
> Accela Building - SaaS	Year 5	7/1/2025	6/30/2026	12	\$0.00	35	\$0.00
> Accela Planning - SaaS	Year 5	7/1/2025	6/30/2026	12	\$0.00	35	\$0.00
OpenCities - OpenForms	Year 5	7/1/2025	6/30/2026	12	\$103.55	100	\$10,354.68
OpenCities - Department	Year 5	7/1/2025	6/30/2026	12	\$9,566.82	1	\$9,566.82
Accela Data Connector	Year 5	7/1/2025	6/30/2026	12	\$2,813.77	1	\$2,813.77
TOTAL:							\$126,771.68

Pricing Summary

Period	Net Total
Year 1	\$ 112,635.00
Year 2	\$ 116,014.05
Year 3	\$ 119,494.47
Year 4	\$ 123,079.31
Year 5	\$ 126,771.68
Total*	\$ 597,994.51

*Years 1 and 2 Subscription costs are due upon contract signature. Years 3, 4 and 5 will be invoiced annually at the time of contract anniversary.

Additional Terms:

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.
2. Use of OpenCities products is subject to the applicable terms and conditions provided at <https://www.opencities.com/files/content/common/general-pages/terms-conditions-north-america/opencities-terms-of-service-north-america.pdf>. The necessary access URL and credentials will be provided to allow the Customer and its Authorized Users access to the subscription service.
3. This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at <https://www.accela.com/terms/> will govern as applicable, based on the Customer's purchase.
4. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
5. If Customer has a prior agreement with Accela, and this purchase is co-termining with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.
6. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.
7. Accela will provide Training to Town of Los Gatos employees at a mutually agreed upon facility and date. Customer shall be responsible for all other costs and expenses incurred in connection with the Training including, but not limited to, travel, meals, incidentals, and lodging on behalf of its personnel. All Training shall be conducted in English and, to the extent Customer's personnel do have adequate English language reading and comprehension skills, Customer shall be responsible for providing appropriate interpretation and translation services necessary to ensure its personnel can participate in a meaningful and effective way in the Training provided by Accela. Customer employees may be required to take a test(s) and document their attendance during the Training. If a test(s) is given, a certificate of completion will be awarded to those individuals that complete and pass the required test(s). Ownership of any and all Training materials, including, but not limited to, all copies and derivative works, shall remain with Accela.

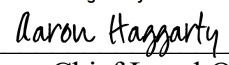
IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:


Consultant By:

DocuSigned by:

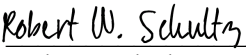
6/25/2021
Laura Proveti, Town Manager

DocuSigned by:

Aaron Haggarty, Chief Legal Officer
Accela, Inc.

Recommended by:

DocuSigned by:

6/21/2021
Joel Paulson, Community Development
Director

Approved as to Form:

DocuSigned by:

6/25/2021
Robert Schultz, Town Attorney

Attest:

DocuSigned by:

6/25/2021
Shelley Neis, MMC, CPMC, Town Clerk



ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "**Agreement**") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "**Effective Date**") by and between Accela, Inc. and the entity identified in such Order ("**Customer**").

1. DEFINITIONS.

1.1 "**Accela System**" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.

1.2 "**Aggregate Data**" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 "**Authorized User**" means one named employee, contractor or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 "**Consulting Services**" means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order. The current Consulting Services Policy is available at www.accela.com/terms/.

1.5 "**Customer Data**" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6 "**Documentation**" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7 "**External Users**" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 "**Intellectual Property Rights**" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.9 "**Order**" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.



1.10 “**Service Availability Policy**” means the Service Availability and Security Policy located at www.accela.com/terms/.

1.11 “**Subscription Services**” means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 “**Software**” means any licensed software (including client software for Authorized Users’ devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.13 “**Support Services**” means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at www.accela.com/terms/.

1.14 “**Subscription Period**” means the duration of Customer’s authorized use of the Subscription Services as designated in the Order.

2. USAGE AND ACCESS RIGHTS.

2.1 Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer’s internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 Support Services & Service Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services and Service Availability Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at www.accela.com/terms/ or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights



of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

3. PAYMENT TERMS.

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net thirty (30) from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription Services fees are exclusive of any taxes, levies, duties,



withholding or similar governmental assessments of any nature (collectively, "**Taxes**"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. **CONFIDENTIALITY.** As used herein, "**Confidential Information**" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. **CUSTOMER DATA.**

5.1 Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics,



marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. **WARRANTIES AND DISCLAIMERS.**

6.1 Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customer purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. **INDEMNIFICATION.** Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may



prevail or that the usage of the Subscription Services may be joined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. LIMITATION OF LIABILITY. EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. SECURITY. Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services



in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. **THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services (“**Third Party Services**”) and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Service or the performance of the Subscription Services (including Accela’s service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

11. **TERM AND TERMINATION.**

11.1 **Agreement Term.** This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2 **Subscription Periods & Renewals.** Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days’ notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer’s right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3 **Termination or Suspension for Cause.** A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days’ written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer’s or any Authorized User’s access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer’s payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days’ notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

11.4 **Effect of Termination.** If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer’s final Subscription Period, upon Customer’s request Accela provided Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela’s then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights



granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.5 Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. GENERAL.

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes and regulations.

12.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such



delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

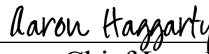
IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:


Consultant By:

DocuSigned by:

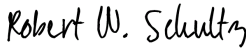
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Laurel Prevetti Town Manager

DocuSigned by:

Aaron Haggarty, Chief Legal Officer
Accela, Inc.

Recommended by:

DocuSigned by:

6/21/2021
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Joel Paulson, Community Development
Director

Approved as to Form:

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Robert Schultz, Town Attorney

Attest:

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Shelley Neis, MMC, CPMC, Town Clerk

OPENCITIES SERVICES AGREEMENT

1. DEFINITIONS. The following capitalized terms will have the following meanings whenever used in this Agreement.

- 1.1. “Acceptable Use Policy” (“AUP”) means, as of any date, the version of OpenCities’ acceptable use policy posted at <http://help.OpenCities.com> as of such date.
- 1.2. “Business Day” means a day other than a Saturday or a Sunday on which banks in the State of California are open for business.
- 1.3. “Core Module” means the individual modules that are included within the Services. From time to time, new Core Modules will be introduced to the Services via Version Updates which are included in the Fees paid by Customer.
- 1.4. “Customer Data” means any and all data and information, including text, graphics, photographs, audio-visual elements, music, illustrations, video or other content, domain names, email, chat room content, bulletin board postings, or any other items or materials of Customer, any user or any other third party provided or permitted by Customer to be made available by or to reside within the Services or Customer’s Website.
- 1.5. “Customer’s Website” means the website(s) created by or on behalf of Customer through use of the Services for Customer’s internal business purposes.
- 1.6. “Customizations” has the meaning ascribed to it in Section 2.2(f).
- 1.7. “Documentation” means OpenCities’ standard user documentation and any other operating, training and reference manuals related to the Services, all of which are contained in the OpenCities Help Center.
- 1.8. “Integrations” means optional enhancements to the Services involving third party products or services, which are offered separately by OpenCities and are available for purchase by Customer via the OpenCities Help Center.
- 1.9. “Intellectual Property Rights” means all intellectual or industrial property, including without limitation any copyright, trade or service mark, patent, moral right, trade secret, logo, know how, rights in relation to inventions, drawings, discoveries, improvements, technical data, formulae, computer programs, know-how, logos, designs, circuit layouts, domain names, business names, software, whether or not now existing, and whether or not registered or unregistered rights, and rights in respect of Confidential Information.
- 1.10. “Malicious Code” means code, files scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- 1.11. “Order” means an OpenCities, or an OpenCities’ authorized reseller, order form or other mutually acceptable document that expressly incorporates this Agreement and is duly executed by Customer and, as applicable, OpenCities or an OpenCities authorized reseller.
- 1.12. “OpenCities Help Center” means the Documentation and the specifications for the Services (the “Specifications”) currently posted at <http://help.OpenCities.com>.

- 1.13. “Privacy Policy” means, as of any date, OpenCities’ privacy policy posted at <http://help.OpenCities.com> as of such date.
- 1.14. “Scheduled Maintenance Window” means the date and time slot identified by OpenCities in a written notice given to Customer via the OpenCities Help Center no later than 5 Business Days prior to the proposed Scheduled Maintenance Window to enable maintenance work and Version Updates to be performed. The Scheduled Maintenance Window will be outside of Customer’s normal business hours and periods of peak demand, whenever reasonably possible.
- 1.15. “Services” means the components of OpenCities’ proprietary content management system set forth in the Order, including, as applicable, data traffic management, website publishing and web hosting services, and any Version Updates and Core Modules released by OpenCities, and all related Specifications and Documentation.
- 1.16. “SLA” or “Service Level Agreement” means, as of any date, OpenCities’ service level agreement, the current version of which is set forth in Schedule A.
- 1.17. “Support Services” means the support and maintenance services provided by OpenCities in accordance with Article 3.
- 1.18. “Term” is defined in Section 12.1 below.
- 1.19. “Version Updates” means updated versions of the Services (indicated by a higher numerical version number) developed by OpenCities with enhancements or additions to the functionality, and/or performance improvements and bug fixes.

2. SCOPE AND USAGE OF SERVICES.

- 2.1. Use of Services. During the Term and upon payment of the applicable Fees set out in the applicable Order, OpenCities shall make the Services available to Customer in accordance with the terms of this Agreement solely for Customer’s internal business purposes. Customer may permit an unlimited number of its employees and its contractors to use the Services provided their use is solely for Customer’s internal business purposes and at all times in compliance with the terms of this Agreement. Customer agrees to be responsible for any breach of this Agreement by its contractors.
- 2.2. Provision of Services. Upon payment of the applicable Fees and subject to the terms of the applicable Order and the other terms and conditions hereof, OpenCities will use commercially reasonable efforts to provide the Services to Customer during the Term and to ensure the Services are available in accordance with the then applicable Service Level Agreement.
- 2.3. Professional Services. Upon payment of the applicable Fees and subject to the terms of the applicable Order and the other terms and conditions hereof, OpenCities may provide certain professional services to Customer, including developer training and custom development services (“Professional Services”). Any Professional Services to be supplied by OpenCities will be provided pursuant to a separate statement of work executed by Customer and OpenCities. Except as otherwise provided in an Order, all such Professional Services will be charged on a time and materials basis at OpenCities then-current rates for the applicable Professional Services.

OpenCities agrees that any custom software developed by OpenCities (“Custom Software”) will be compatible with the then-current version of the Services in accordance with the terms set forth in the applicable statement of work. Customer acknowledges that the support and maintenance services set out in Article 3 will not be provided for any Custom Software and that Custom Software is not covered by the Service Level Agreement. If Customer desires to obtain support for any Custom Software, any support offered by OpenCities will be charged on a time and materials basis at OpenCities’ then-current rates for such support. Any Custom Software developed by OpenCities shall be the property of OpenCities. Effective upon delivery of any such Custom Software to Customer, OpenCities grants Customer a nonexclusive, non-transferable, fully paid license to copy, modify, create derivative works of and use such Custom Software solely as part of Customer’s Website during the Term. All modifications and derivative works of the Services by whomever produced shall be the property of OpenCities.

2.4. Use of Third-Party Service Providers. Customer acknowledges that OpenCities has, and in the future may, retain one or more third party service providers to supply certain aspects of the Services, including certain of the facilities, equipment, products, services and connectivity necessary to offer the Services. Customer acknowledges that OpenCities currently obtains web hosting services from a third party, and that OpenCities has no responsibility or liability for any third-party services.

2.5. Documentation: Customer may reproduce and use the Documentation solely as necessary to support its use of the Services during the Term.

2.6. Users of Customer’s Website. Customer may authorize an unlimited number of users to access and use Customer’s Website. Customer agrees that it is not authorized to, and agrees not to, make any representations or warranties regarding the Services or OpenCities to any user or third party, and further agrees not to otherwise create or purport to create any obligations or liabilities on the part of OpenCities. Customer agrees to indemnify OpenCities for its and any user’s acts and omissions related to Customer’s Website and/or the Services. OpenCities has no obligation to provide support or any other services, or any SLA or other remedies, to such users.

3. MAINTENANCE AND SUPPORT SERVICES.

3.1. Maintenance and Support; SLA. Subject to the other provisions of the Order, this Article 3 and Customer’s payment of all applicable Fees, during the Term:

- (a) OpenCities will provide the remedies listed in the SLA for any defect, error, or failure of the Services or in the Documentation in accordance with the SLA. Such remedies are Customer’s sole remedy for any failure of or defect in the Services or the Documentation, and Customer recognizes and agrees that if the SLA does not list a remedy for a given failure, it has no remedy. Any credits issued pursuant to the SLA for failure to meet the uptime guarantee specified in the SLA will apply to outstanding or future invoices only and are forfeited upon termination of this Agreement. OpenCities is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of this Agreement.
- (b) OpenCities may revise the SLA or the features and functions of the Services at any time, provided no such revision materially reduces the features or functionality provided to

Customer as set forth herein.

- (c) OpenCities will provide Customer with Version Updates. Customer acknowledges that Version Updates are mandatory and necessary for the proper function and security of the Services. Customer agrees to the implementation of all Version Updates by OpenCities. Implementation will occur during a Scheduled Maintenance Window. Any SaaS downtime or functionality issues arising during a Scheduled Maintenance Window will not be subject to the Service Level Agreement.
- (d) OpenCities grants Customer personnel unlimited access to the OpenCities Help Center to review the Documentation and Specifications. Customer acknowledges and agrees that it does not have an unlimited right to request maintenance and support services through the OpenCities Help Center; requests for maintenance and support must be made in compliance with paragraph (e) hereof.
- (e) OpenCities will make available to Customer an online and telephone help desk service, which will allow 2 designated support representatives of Customer who have received training in the Services to request maintenance and support services in accordance with the Service Level Agreement. Requests from other personnel will not be accepted. The contact details for the online and telephone help desk support services are set out in Schedule A.
- (f) Notwithstanding the provisions of paragraphs (d) and (e) above, where Customer's Website is experiencing a Severity 1 problem, any Customer personnel may contact OpenCities via the telephone help desk to report the Severity 1 problem.

3.2. Scheduled and Emergency Maintenance. OpenCities agrees to use commercially reasonable efforts to conduct all SaaS maintenance within a Scheduled Maintenance Window. However, Customer acknowledges that an unplanned event may occur that will require the need for OpenCities to perform maintenance on the Services on an emergency basis outside of a Scheduled Maintenance Window. OpenCities will use reasonable efforts to give Customer advance notice of emergency maintenance, but it is possible that advance notification of emergency maintenance will not occur. Any SaaS downtime or functionality issues during the Scheduled Maintenance Window or during emergency maintenance will not be subject to the Service Level Agreement.

3.3 Conditions. OpenCities provision of the maintenance and support services set forth in this Article 3 is subject to the following conditions: (a) Customer must document and promptly report all errors or malfunctions of the Services to OpenCities or its assigned agents and representatives; (b) Customer must carry out procedures to rectify errors or malfunctions within a reasonable period after receiving instructions from OpenCities on such procedures; and (c) Customer must provide OpenCities with reasonable access to Customer's personnel, its assigned agents and representatives as required by OpenCities to meet its obligations under this Agreement.

3.4 Exclusions. OpenCities is under no obligation to provide the maintenance and support services specified in this Article 3 if they are requested as a result of or related to: (a) operation of

the Services with other media and hardware, or services or interfaces not authorized or maintained in accordance with this Agreement or the Documentation; (b) use of the Services that is not in accordance with the Documentation; (c) any modification, alteration or addition or attempted modification, alteration or addition to the Services (unless such modifications were developed by OpenCities or authorized by OpenCities in writing); (d) failure of any data service, internet service, hosting service or any other third-party service, or failure of a telecommunications connection, hardware, software, web services, or third party content, software, or equipment; or (e) any non-reproducible error or defect reported by Customer.

3.5 Abuse of Maintenance Services. In the event Customer abuses the maintenance and support services offered by OpenCities (e.g. by declaring a problem Severity Level 1 when it is only Severity Level 2, 3 or 4, unless such distinction could not reasonably have been determined, or by reporting problems which are not Severity 1 during non-business hours) an "Abuse Incident" will be noted, and OpenCities will inform Customer of such.

4. FEES AND PAYMENT TERMS.

4.1 Subscription Fees. Except as otherwise provided in the Order, Customer will pay OpenCities the annual subscription and other fees set forth in the Order (the "Fees") during the Initial Term and the applicable Fees for each Renewal Term, which Fees are based on the resident population of Customer. Except as otherwise expressly provided in this Agreement, all Fees are non-cancelable and non-refundable. Except as otherwise provided in the Order, the Fees for the first year of the Initial Term are payable within 30 days of execution of this Agreement, and the Fees for each successive year during the Initial Term and each Renewal Term shall be payable net 30 days from the date of OpenCities' invoice.

4.2 Fee Adjustments. Upon expiration of the Initial Term, Fees may be adjusted for each Renewal Term to take into account any increases in the Consumer Price Index for all Items as published by the US Bureau of Labor Statistics. OpenCities shall notify Customer of any Fees adjustments made pursuant to this Section 4.2 at least seventy (70) days prior to the commencement of the applicable Renewal Term.

4.3 Overdue Charges. Except as otherwise provided in the Order, if any invoiced amount is not received by OpenCities by the due date, then without limiting OpenCities' rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) OpenCities may condition future subscription renewals on payment terms shorter than those specified herein. Customer will be liable for all costs of collection of any undisputed, overdue amounts including, without limitation, all court costs, legal fees and other costs incurred by OpenCities.

4.4 Taxes. The Fees charged by OpenCities do not include any taxes, levies, duties or similar governmental assessments of any nature, including, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated Customer's purchase of the Services. If OpenCities has the legal obligation to pay or collect any Taxes for which Customer is responsible under this Section 4(e), then Customer agrees that OpenCities will invoice Customer that amount unless Customer

provides OpenCities with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, OpenCities is responsible for taxes assessable against it based on its income, property and employees.

4.5 Purchases from Authorized Resellers. Notwithstanding the foregoing, in the event that Customer has purchased Services through an authorized OpenCities reseller pursuant to an Order that incorporates these terms, the payment arrangements and related terms set forth in the Order shall control, such terms shall be exclusively by and between such reseller and Customer, and OpenCities' sole obligation will be to provide the Services set forth in the Order to Customer on the other terms and conditions, and subject to the limitations, set forth in this Agreement.

4.6 Future Functionality. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by OpenCities, or any authorized reseller or other third party regarding future functionality or features.

5. CUSTOMER DATA & SECURITY.

5.1. Customer Rights to Data. Customer retains all right, title and interest (including any Intellectual Property Rights) in and to all data and content supplied by or on behalf of Customer in connection with the Services and Customer's Website, including data uploaded by users thereof (collectively, the "Customer Data"). Customer hereby grants OpenCities a limited, non-exclusive, royalty-free, non-transferable license to host, reproduce, transmit, cache, store, exhibit, publish, display, distribute, perform, and otherwise use the Customer Data solely as necessary to provide the Services for Customer.

5.2. Responsibility for Customer Data. Customer is solely responsible for Customer Data, including the accuracy, quality, appropriateness and legality of all Customer Data and the means by which the Customer Data is acquired, and OpenCities shall have no responsibility or liability therefor. Customer represents and warrants to OpenCities that Customer owns or has the right to use Customer Data, and has the rights necessary to grant OpenCities the licence set forth in Section 5.1, all Customer Data will be "server ready" and otherwise remain fully compatible with OpenCities' SaaS (including all software and operating systems); and Customer has obtained all necessary rights, releases and consents to allow the Customer Data to be collected, used and disclosed in the manner contemplated by this Agreement and to grant OpenCities the rights herein.

5.3. OpenCities' Use of Customer Data. Unless it receives Customer's prior written consent, OpenCities: (a) will not access, process, or otherwise use Customer Data other than as necessary to facilitate the Services; and (b) will not intentionally grant any third party access to Customer Data, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, OpenCities may disclose Customer Data, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, and usage history, as required by applicable law or by proper legal or governmental authority. OpenCities will give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

5.4. Protection of Customer Data. OpenCities will use commercially reasonable, industry standard administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the Customer Data, including implementation of measures designed to prevent unauthorized access, use, modification, disclosure and loss of the Customer Data. OpenCities will archive Customer Data on a regular basis during the Term by performing 6 daily and 8 weekly backups for the purposes of disaster recovery. In the event of equipment failure or data corruption, OpenCities will restore from the most recent uncorrupted archive. In the event of corruption of all of OpenCities' archives, or in the event that an old archive is used to restore data, Customer will have the responsibility of uploading new Customer Data to Customer's Website. OpenCities will not be liable for incomplete, out-of-date, corrupt or otherwise deficient Customer Data recovered from OpenCities' backups.

5.5. No Obligation to Monitor; Right to Remove. OpenCities may, but has no obligation to, monitor, review or edit Customer Data. In all cases, OpenCities reserves the right to remove, delete or disable access to any Customer Data that OpenCities determines, in the exercise of its sole discretion, violates this Agreement (including the Acceptable Use Policy) or is illegal, damaging, problematic, objectionable or otherwise inappropriate. OpenCities may take such action without prior notification of Customer.

5.6. Privacy Policy. The Privacy Policy applies only to the Services and does not apply to any third-party website or service linked to the Services or recommended or referred to through the Services or by OpenCities staff.

5.7. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that Customer, by accessing and using the Services, assumes such risks. OpenCities offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

5.8. Aggregate Data. Notwithstanding the provisions of this Article 5, OpenCities may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data in any way, in its sole discretion. ("Aggregate Data" refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its users.)

6. CUSTOMER'S OBLIGATIONS & RESTRICTIONS.

6.1 Acceptable Use. Customer will comply with OpenCities' AUP as in effect from time to time. Customer will not: (a) sell, resell, license, sublicense, distribute, make available, rent or lease the Services or use the Services for service bureau or time-sharing purposes or in any other way allow third parties to exploit or access the Services, except users accessing Customer's Website as specifically authorized by this Agreement; (b) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (c) use the Services to store or transmit Malicious Code; (d) share non-public SaaS features or content with any third party; (e) frame or mirror any part of the Services other than framing on Customer's own intranets or otherwise for Customer's internal business purposes; (f) reverse engineer any portion of the Services, or (g) access the Services in order to build a competitive product or service, to build a product using similar ideas, features,

functions or graphics of the Services, or to copy any ideas, parts, features, functions or graphics of the Services. In the event that it suspects any breach of the requirements of this Section 6.1, including without limitation by Customer's users, OpenCities may suspend or terminate Customer's access to the Services without advance notice, in addition to such other remedies as OpenCities may have. Neither this Agreement nor the AUP requires that OpenCities take any action against Customer or any user or other third party for violating the AUP, this Section 6.1, or this Agreement, but OpenCities is free to take any such action it sees fit. Any breach of the AUP or any of the provisions of this Article 6 will entitle OpenCities to elect to terminate this Agreement immediately upon written notice to Customer.

6.2 Unauthorized Access; Security. Customer will take reasonable steps to prevent unauthorized access to the Services and the network, including without limitation by protecting its passwords and other log-in information. Customer will notify OpenCities immediately of any known or suspected unauthorized access to or use of the Services or breach of its security and will use best efforts to stop said breach. Customer shall not:

- (a) interfere with or disrupt the integrity or performance of the Services or attempt to gain unauthorized access to the Services, or OpenCities' or its suppliers' related systems and networks;
- (b) commit, cause or allow any breach (or do anything which might put us in breach) of any applicable law, regulation, government direction or industry standard or code;
- (c) attempt to or actually access the Services by any means other than through the portals or interfaces provided by OpenCities;
- (d) attempt to or actually override any security component included in or underlying the Services; or
- (e) attempt or engage in any action that directly or indirectly interferes with the proper working of or place an unreasonable load on OpenCities' infrastructure.

6.3 Customer Data. Customer agrees that (a) the Customer Data and its use will not violate, misappropriate or infringe any Intellectual Property Rights or any other personal, privacy or moral right arising under the laws of any jurisdiction, nor will same constitute a libel or defamation of any person or entity; and (b) the Customer Data will not contain any harmful components, including, but not limited to, viruses, trap doors, hidden sequences, hot keys, or time bombs.

6.4 Compliance with Laws. In its use of the Services, Customer will comply with all applicable laws, including without limitation export control, decency, privacy and intellectual property laws, laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.

6.5 Responsibility for Users; Access to Services. Customer is responsible and liable for: (a) its own and its users use of the Services, including without limitation for any unauthorized user conduct and any user conduct that would violate the AUP or the requirements of this Agreement applicable to Customer; and (b) any use of the Services through Customer's account, whether

authorized or unauthorized. Customer agrees to indemnify OpenCities against any loss or damage that OpenCities suffers as a result of any unauthorized access to OpenCities' SaaS or network or those of OpenCities' suppliers.

6.6 Required Third Party Services.

- (a) Customer will establish and maintain, at its own expense, all telecommunications equipment and access lines necessary to gain access to the Services.
- (b) In order for OpenCities to provide some of the Services under this Agreement, Customer may at times, be required to give OpenCities access to or provide login information and password information for accounts or services Customer may have with third party providers. When Customer provides OpenCities with this information or provides OpenCities with access to these third-party accounts, Customer warrants that it has all the necessary contractual and legal rights to give OpenCities such access, login information and passwords.
- (c) Customer acknowledges that OpenCities will not have any responsibility or liability with regard to any third party services used by the Customer on or through the Services, as part of Customer's Website or otherwise, such as payment and e-commerce services, and any use of such third party services will be at Customer's own risk. Customer further acknowledges that the technical ability to link to such third-party services (such as the possibility of a 'PayPal' button), is provided only as part of the Services but will not be deemed to create any liability or responsibility on behalf of OpenCities.
- (d) Where any third-party software or services integration to the Services is found to cause performance, stability or security issues, OpenCities reserves the right to disable or remove such software or services in order to restore the Services to acceptable levels.

6.7 Customer Representative. Customer will appoint a designated representative who will be authorized to act as the primary point of contact for Customer in dealing with OpenCities with respect to each party's obligations under this Agreement and on a timely basis.

7. OPENCITIES IP & FEEDBACK.

7.1 IP Rights in the Services. OpenCities retains all Intellectual Property Rights and all other right title and interest in the Services, the Documentation, the Support Services, the Professional Services, the Custom Software and the Aggregate Data, including without limitation all software used to provide the Services, all graphics, user interfaces, logos, and trademarks reproduced through the Services, and all work product and derivative works thereof by whomever produced. This Agreement does not grant Customer any intellectual property license or rights in or to the Services or any of its components or any Documentation. Customer recognizes that the Services and its components and the Documentation are protected by copyright and other laws.

7.2 Feedback. OpenCities has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Customer or other users provide, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict OpenCities' right

to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or the user in question. Customer hereby grants OpenCities a perpetual, irrevocable right and license to exploit Feedback in any and every way. (“Feedback” refers to any suggestion or idea for improving or otherwise modifying any of OpenCities’s products or services.)

8. CONFIDENTIAL INFORMATION.

8.1 “Confidential Information” refers to the following items: (a) any document either party marks “Confidential”; (b) any information either party orally designates as “Confidential” at the time of disclosure, provided the disclosing party confirms such designation in writing within ten (10) Business Days; (c) any OpenCities software and all Documentation and other information in the OpenCities Help Center, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information the receiving party should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the receiving party’s possession at the time of disclosure; (ii) is independently developed by the receiving party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party’s improper action or inaction; or (iv) is approved for release in writing by the disclosing party.

8.2 Nondisclosure. Neither OpenCities nor Customer will use Confidential Information for any purpose other than in performance of this Agreement (the “Purpose”). Each of OpenCities and Customer agrees that it: (a) will not disclose Confidential Information to any of its employees or contractors unless such persons need access in order to facilitate the Purpose and, in the case of a contractor, such contractor executes a nondisclosure agreement with the appropriate party with terms no less restrictive than those of this Article 8; and (b) will not disclose Confidential Information to any other third party without the disclosing party’s prior written consent. Without limiting the generality of the foregoing, each party will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Each party agrees that it will promptly notify the other party of any misuse or misappropriation of the other party’s Confidential Information that comes to its attention. Notwithstanding the foregoing, each party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority, provided such party gives the other party prompt notice of any such legal or governmental demand and reasonably cooperates with the other party in any effort to seek a protective order or otherwise to contest such required disclosure, at the other party’s expense.

8.3 Injunction. The parties agree that breach of this Article 8 would cause the disclosing party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, and that the disclosing party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

8.4 Termination & Return. With respect to each item of Confidential Information, the obligations of Section 8.1 above will terminate five (5) years after the date of disclosure; provided that such obligations related to Confidential Information of a party constituting trade secrets will continue so long as such information remains subject to trade secret protection pursuant to

applicable law. Upon termination of this Agreement, each party will return all copies of the other party's Confidential Information to the other party or certify, in writing, the destruction thereof.

8.5 Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Each party will retain all right, title, and interest in and to all of its Confidential Information.

9. WARRANTY DISCLAIMER.

9.1 Warranty Disclaimers. THE SERVICES ARE PROVIDED "AS IS" AND AS AVAILABLE, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND QUIET ENJOYMENT, AND ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, AND OPENCITIES DISCLAIMS SUCH WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) OPENCITIES DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR OR IN A TIMELY FASHION; AND (b) OPENCITIES DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE. OPENCITIES DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

10. INDEMNIFICATION.

10.1 Indemnification of Customer. Subject to the other provisions of this Section 10.1, OpenCities will defend Customer and Customer's Associates (as defined below in Section 10.3) against any third party claim, suit, or proceeding alleging that the Services or the permitted use thereof infringes any U.S. trademark, patent, copyright, or trade secret right of a third party (collectively, "Customer Indemnified Claims") and will indemnify Customer and Customer's Associates from any damages, attorney's fees and costs finally awarded against Customer and Customer's Associates for any Customer Indemnified Claim, or, as applicable, for amounts paid by Customer and Customer's Associates in a settlement approved by OpenCities in writing of a Customer Indemnified Claim.

- (a) If in OpenCities reasonable judgment any Customer Indemnified Claim, or threat of any such Claim, materially interferes with Customer's use of the Services, OpenCities will, after consultation with Customer, at OpenCities' option and in its sole discretion, either (i) substitute functionally equivalent non-infringing Services or Documentation; (ii) modify the Services to make them non-infringing, (iii) obtain for Customer at OpenCities' expense the right to continue using the infringing Services; or, (iv) if OpenCities determines that it cannot achieve any of the foregoing on a reasonable commercial basis, it may, by written notice, require Customer to cease using the Services, in which case OpenCities, or, as applicable, its authorized reseller, shall refund Customer a pro-rata portion of the Fees paid for the Services for such period of

time for which Customer was unable to use the Services.

- (b) OpenCities' obligations set forth in this Section 10.1 do not apply to the extent that a Customer Indemnified Claim arises out of: (a) Customer's breach of this Agreement; (b) revisions or modifications to the Services or any components thereof made by a party other than OpenCities if such infringement would not have occurred but for such revisions or modifications; (c) Customer's failure to incorporate or use any Version Updates, or any other updates or upgrades that would have avoided the alleged infringement; (d) inclusion of the Customer Data; (e) the use of the Services other than for its intended purposes or contrary to OpenCities' Specifications; or (f) the combination, operation or use of the Services with equipment, programs, hardware or software not provided by OpenCities if in OpenCities reasonable judgment such infringement is caused thereby.
- (c) The provisions of this Section 10.1 state OpenCities entire liability and Customer's sole and exclusive remedy in the event of any Customer Indemnified Claim.

10.2 Indemnification of OpenCities. Customer will indemnify and defend OpenCities and OpenCities' Associates (as defined below in Section 10.3) against any and all claims, liabilities, losses, damages, costs and expenses (including attorneys fees and costs) (a) arising out of or related to Customer's or its users' alleged or actual use or misuse of, or failure to use the Services, including without limitation: (b) claims by Customer's users or by Customer's employees or agents; (c) claims related to unauthorized disclosure or exposure of personally identifiable information or other private Confidential Information, including Customer Data; (d) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by any Customer Data; and (e) claims that use of the Services harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising (collectively, "OpenCities Indemnified Claims").

10.3 Litigation & Additional Terms. The obligations of the indemnifying party ("Indemnitor") pursuant to Section 10.1 or 0 above will be excused to the extent that the indemnified parties (the "Indemnified Parties") or any Indemnified Party's Associates fails to provide prompt written notice to the Indemnitor of the applicable claim or to reasonably cooperate with the Indemnitor if such failure or lack of cooperation materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided that the Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

11. LIMITATION OF LIABILITY.

11.1 LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF OPENCITIES AND ITS AFFILIATES FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE ACTUAL FEES RECEIVED BY OPENCITIES DIRECTLY OR INDIRECTLY FROM CUSTOMER DURING THE TWELVE-MONTH PERIOD LEADING UP TO THE APPLICABLE CLAIM.

11.2 Exclusion of Consequential Damages. IN NO EVENT WILL OPENCITIES OR ITS AFFILIATES BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF REVENUES OR GOODWILL, BUSINESS INTERRUPTION, LOSS OR INACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11.3 Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 11 APPLY (a) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE, (b) EVEN IF OPENCITIES IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (c) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THE LIABILITIES LIMITED BY THIS ARTICLE 11 SHALL NOT INCLUDE LIABILITY (i) UNDER THE INDEMNITY PROVIDED IN SECTION 10.1, (ii) FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, (iii) FOR DAMAGE TO TANGIBLE PERSONAL PROPERTY, OR (iv) FOR FRAUD OR WILLFUL MISCONDUCT. If applicable law limits the application of the provisions of this Article 11, OpenCities' liability will be limited to the maximum extent permissible. For the avoidance of doubt, OpenCities' liability limits and other rights set forth in this Article 11 apply likewise to OpenCities' affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

12. TERM & TERMINATION.

12.1 Term. The initial term of this Agreement (the "Initial Term") will commence on the Effective Date and continue for the period set forth in the Order. Thereafter, the Agreement will automatically renew for successive one-year periods (each such period, a "Renewal Term"), unless either party notifies the other party in writing of its decision not to renew the Agreement at least 60 or more days before the applicable renewal date. The Initial Term and all Renewal Terms are herein referred to as the "Term".

12.2 Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice, effective in 30 days unless the other party first cures such breach, or immediately upon written notice if the other party becomes subject to any insolvency, bankruptcy or similar proceeding, whether voluntary or involuntary. Without limiting OpenCities' other rights and remedies, OpenCities may suspend or terminate any user's access to the Services at any time, without advance notice, if OpenCities reasonably concludes such user has conducted him, her or itself in a way that is not consistent with the requirements of the AUP or the other requirements of this Agreement or in a way that subjects OpenCities to potential liability.

12.3 Effects of Termination. Upon termination of this Agreement, Customer will cease all use of the Services and delete, destroy, or return all copies of the Documentation in its possession or control, and Customer will have the right to access the Services for 30 days following termination of this Agreement to download Customer Data. If requested by Customer in writing, at the Customer's expense on a time-and-materials basis, OpenCities will provide Customer an export of the Customer Data in an industry standard format. Upon the expiration of the thirty-day period following termination of this Agreement, all Customer Data in the Services will no longer be

available, and OpenCities shall have the right to delete and/or destroy all such Customer Data (including all data supplied by third parties), unless otherwise agreed by the parties in writing.

12.4 The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay Fees incurred before termination; (b) Article 1, Sections 2.3 and 6.5, and Articles 7, 8, 9, 10, 11 and 12; and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

13. MISCELLANEOUS.

13.1 Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no OpenCities employee or contractor is or will be considered an employee of Customer.

13.2 Notices. OpenCities may send notices pursuant to this Agreement to Customer's email address provided by Customer, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement to the person identified in the Order at the email address provided for such person, and such notices will be deemed received 72 hours after they are sent.

13.3 Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

13.4 Assignment & Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder without OpenCities' express written consent. Except to the extent forbidden in this Section 13.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

13.5 Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

13.6 No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

13.7 Choice of Law; Venue. This Agreement will be governed by laws of the State of California. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of San Francisco, California. This Section 13.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

13.8 Dispute Resolution. If at any time a dispute arises out of or in connection with this Agreement, the parties will have their respective designated representatives meet in good faith with a view to resolving the dispute within a period of 15 Business Days from the issue of a written notice of dispute by one party to the other party. Should the parties not be able to resolve the dispute within the 15 Business Days, then both parties will refer the matter to their own appropriate level of senior executive management respectively for resolution. If the relevant senior executive management are unable to resolve the dispute within a further 10 Business Days, then the parties agree that the dispute must then be referred to mediation. The parties will agree on a suitable person to act as mediator having industry knowledge and expertise to facilitate resolution. Failing agreement on such appointment, either party may apply to JAMS to appoint a mediator. The dispute for mediation must be heard within 20 Business Days of a mediator being appointed. Nothing in this clause is intended to preclude a party from seeking equitable or injunctive relief. Neither party shall have the right to initiate litigation until 30 Business Days after the second mediation conference held by the parties, unless the other party has materially breached its obligation to mediate.

13.9 Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

13.10 Technology Export. Customer will not: (a) permit any third party to access or use the Services in violation of any U.S. or foreign law or regulation; or (b) export any software provided by OpenCities or otherwise remove it from the United States or Canada except in compliance with all applicable laws and regulations. Without limiting the generality of the foregoing, Customer will not permit any third party to access or use the Services in, or export such software to, a country subject to an applicable embargo.

13.11 Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

13.12 Modifications. OpenCities may modify the terms of this Agreement, the Privacy Policy, AUP and SLA at any time and from time to time by posting a revised version on OpenCities' website. The modified terms will become effective upon posting. By continuing to use the Services after the effective date of any modification to the terms of this Agreement, Customer agrees to be bound by the modified terms. It is Customer's responsibility to check OpenCities' website regularly for such modifications. OpenCities last modified the terms of this Agreement and the applicable Policies and SLA on the dates listed at the tops of the applicable documents on OpenCities' website.

13.13 Marketing. Customer agrees to permit OpenCities to make reasonable reference to the Customer's status as a user of the Services, including captioned quotations in product literature or advertisements, websites, articles, press releases, marketing literature, presentations and the like, and occasional use as a reference for potential new users.

SCHEDULE A – SERVICE LEVEL AGREEMENT

Subject to the terms and conditions of the Agreement, OpenCities provides a guarantee of 99.9% uptime availability, calculated monthly. In a typical 30 day/730 hour month, this equates to no more than 1 hour of downtime per month (not inclusive of Scheduled and emergency Maintenance).

For confirmed downtime during any month during the Term, Open Cities will credit Customer 1% of Customer’s pro-rata monthly Base Subscription Fee for every hour of Customer’s public facing website downtime over and above the 99.9% uptime guarantee, up to a maximum of 100% of the pro rata monthly Base Subscription Fee for that month.

Issue Severity Level and Measure/Guide	Resolution Process and Contact Information	Resolution Target
Priority 1 – Downtime (Your public facing website or critical intranet is experiencing Downtime)	<ul style="list-style-type: none"> • Reportable 24 x 7 via Telephone – (877-466-7756 – Extension 3) • Acknowledgement and assignment of the problem for resolution within an hour. 	Within 4 hours.
Priority 2 – Urgent (Important publishing functionality fails to work as intended, and there is no work-around available - you cannot publish content to the site).	<ul style="list-style-type: none"> • Reportable 24 x 7 via Online helpdesk, or • Telephone during business hours (7x6 PT). (877-466-7756 – Extension 2) • Acknowledgement and assignment of the problem for resolution within one business day. 	Provide a workaround to the problem or release a Version Update to fix the problem by close of next business day.
Priority 3 – High (Important publishing functionality fails to work as intended, but workarounds are available)	<ul style="list-style-type: none"> • Reportable 24 x 7 via Online helpdesk. • Acknowledgement and assignment of the problem for resolution within one business day. 	Scheduled or next Version Update.
Priority 4 – Normal (Functionality is not working as intended)	<ul style="list-style-type: none"> • Reportable 24 x 7 via Online helpdesk. • Acknowledgement and assignment of the problem for resolution within 3 business days 	Within specified Version Update.

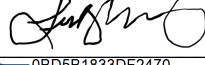
IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:


Consultant By:

DocuSigned by:

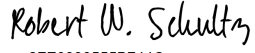
6/25/2021
853FFE12FB39470
Laurel Pevetti Town Manager

DocuSigned by:

0BD581833DF2470
Luke Norris, Sr Vice President,
Government Relations & Growth
OpenCities

Recommended by:

DocuSigned by:

6/21/2021
5035A0632FE1477...
Joel Paulson, Community Development
Director

Approved as to Form:

DocuSigned by:

6/25/2021
2FE0938555B744C...
Robert Schultz, Town Attorney

Attest:

DocuSigned by:

6/25/2021
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Shelley Neis, MMC, CPMC, Town Clerk



Statement of Work

Los Gatos California SaaS Migration Services

6/8/2021

Version 1.0

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200



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DOCUMENT CONTROL

Date	Author	Version	Change Reference
4/20/2021	J. White	1.0	SOW Creation
6/8/2021	J. White	1.1	Clarified OpenCities vs Accela responsibilities



INTRODUCTION

OVERVIEW

This Statement of Work (“SOW”) dated 6/8/2021 sets forth the scope and definition of the project-based professional services (collectively, the “Services”) to be provided by Accela, Inc., its affiliates and/or agents (“Accela”) to Los Gatos California (“Agency” or “Customer”).

Agency has selected OpenCities, Inc., a Delaware limited liability company, to provide certain products and/or Services, as set forth in this SOW. Agency acknowledges and agrees that Accela is not liable or responsible for any products and/or Services provided by OpenCities.

This SOW details the deliverables that will be performed by Accela Professional Services (Deliverable 1, 2.1, and 2.4) and OpenCities Professional Services (Deliverable 2.2, 2.4, and 2.5).

This SOW is governed by the Accela Consulting Services Policy (attached) found at www.accela.com/terms for Accela deliverables and by the OpenCities Consulting Services Policy found at <https://www.opencities.com/files/content/common/general-pages/terms-conditions-north-america/opencities-terms-of-service-north-america.pdf> for OpenCities deliverables.

This statement of work represents a Fixed Fee based engagement.

SCOPE OF SERVICES

Deliverable 1: Accela will provide services to the Agency for migrating the Accela on-premise Land Management instance to the Accela Cloud based on the materials provided by the Agency in the SaaS Migration Questionnaire.

- Import/upgrade of MS SQL DBs (up to 3 environments: Support, Test, Production)
- Assistance migrating 6 specific interfaces:
 - GIS
 - DigEplan
 - Credit Card Payment Adapter (PayPal)
 - EDMS (ADS)
 - GIS data export
 - Azure SSO (optional)
- Migration of up to 45 SSRS/RTF reports
- Up to 20 hour of issue resolution and testing assistance
- Go live planning and cutover assistance

Deliverable 2: Once migrated to Accela SaaS, Premium Citizen Experience (OpenCities) will be implemented.

Standard setup includes:

- Design of the OpenCities web site with up to 100 pages
- Training on OpenCities and OpenForms

Products

The following Accela products are in scope for this Project:



- *Accela Automation*
- *Accela Citizen Access*
- *Accela GIS*
- *Accela Mobile*
- *Premium Citizen Experience (OpenCities)*

WORK DESCRIPTION

Deliverable 1: Accela will perform a migration of the customer's on-premise Accela environments using MS SQL (up to 3 environments: Support, Test, Production) to the Accela SaaS platform.

Migration Steps:

1. Customer provides an updated backup of the MS SQL databases for the environments to be migrated
2. Perform the database migration (Accela, Jetspeed, AGIS, and ADS databases as required)
 - a. Copy database to Accela site
 - b. Execute preparation and remediation scripts; drop any custom objects
 - c. Import data from the MS SQL DB into Accela SaaS SQL instance
3. Execute validation scripts to confirm the schema
4. Provision tenant instance in Accela SaaS
5. Update environment specific data in the databases
6. Start Accela services and validate the system is functional i.e. login, search, create records, etc.
7. Execute automated test tool to ensure proper system functionality
8. Customer performs migration validation
9. Remediate any data issues that found from the migration
10. Provide the customer with a backup of the revised SQL DB
11. Migrate and Test integrations
 - Repoint service endpoints to new URLs
 - Adjust firewall rules and network topologies as necessary
 - Update interface EMSE scripting dependences for Azure compatibility
12. Migrate and update SSRS reports (maximum of 200)
 - Import reports into the Accela SaaS environment
 - Update reports to remove dependencies on custom objects (stored procedures, functions)
 - Facilitate customer testing and remediate any issues found resulting from migration
13. Develop go live plan
14. Final go-live/roll back decision
15. Execute go live plan

Deliverable 2: After migration of a non-production environment, Accela will begin the implementation of the Premium Citizen Experience (OpenCities). This SOW details the deliverables that will be performed by Accela Professional Services (Deliverables 2.1 and 2.3) and OpenCities Professional Services (Deliverables 2.2, 2.4, and 2.5).



Deliverables for Accela and OpenCities	Tasks
Accela Deliverables 2.1: Project Kick Off	<ul style="list-style-type: none"> • Project Kick Off • Provide use of task management tool • Discovery of statements and/or images capturing the intention of the look/feel of new Website • Designer feedback or recommendations
OpenCities Deliverable 2.2: Design and Configuration	<ul style="list-style-type: none"> • Collect asset such as logos and images • Create and review analytics report • Departmental Portal Page & Theme Light Design Review
Accela Deliverable 2.3: Design, Configuration, & Training	<ul style="list-style-type: none"> • ACA assessment and Premium Citizen Experience configuration • Accela Integration training and consultation
OpenCities Deliverable 2.4: Training & Handover	<ul style="list-style-type: none"> • Content Publisher training • OpenCities Help Center 24 x 7 • OpenForms training • Site Administrator training
OpenCities Deliverable 2.5: Content Service Creation and Curation	<ul style="list-style-type: none"> • Content creation and building • Coordinate full launch of Departmental Portal with Agency Team to assure transition.

OUT OF SCOPE

Any Coding, conversion or additional services not specifically described in this document is the responsibility of Agency.

PROJECT ASSUMPTIONS

GENERAL PROJECT ASSUMPTIONS

- Accela and OpenCities remain responsible for their own services, warranty, and terms and conditions related to the SOW.
- Agency will provide the necessary tools, accounts, and permissions that will enable Accela to access the Agency's internal network for remote installation and testing. This access must be provided through industry standard tools such as Virtual Private Network (VPN). Failure to provide this access in a timely fashion will result in a project delay. Such a delay will result in a Change Order.
- Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party systems for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.

SAAS MIGRATION ASSUMPTIONS

- Migration of the GIS data export under this agreement is dependent on the purchase of the Enhanced Reporting Database (ERD). Should Los Gatos opt not to include the ERD in their SaaS license agreement, then the Los Gatos would assume responsibility for migrating the GIS data export.



- Las Gatos will provide an on-premise SQL Server to host the GIS data export interface. The on-premise SQL server will have connectivity to ERD SQL DB for a “linked server” topology.

PREMIUM CITIZEN EXPERIENCE ASSUMPTIONS

- Implementation and Training Services will be completed over a 12-week period.
- This will serve as a Digital Front Door for one department
For instance, assuming Community Development: <https://www.losgatosca.gov/46/Community-Development>
- Additional design services will be needed if more than one department

PROJECT TIMELINE

The project is estimated to take 20 weeks. The projected start date for the Project is forty-five (45) calendar days after mutual acceptance and signature of this SOW.

PROJECT COMPLETION

Upon completion of the work defined above, this contract will be closed.

PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to Accela to put the project on hold. Delays of 2 weeks or more that have a tangible impact to Accela’s resource plan are subject to change order.

If an Agency-based delay puts the project on hold for more than 90 days, Accela reserves the right to terminate the contract and negotiate new terms. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the contract at the time of the delay. After that time, Accela can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

PAYMENT TERMS

The cost of services is:

SaaS Migration	\$25,000
Premium Citizen Experience	\$21,000
Total	\$46,000

PAYMENT SCHEDULE

- 50% due at contract signing \$23,000.
- 50% invoiced at completion \$23,000.
- Invoices are due net 30 of invoice date.

EXPENSES

There is no provision for travel expenses or travel time in this SOW because Agency does not need any onsite resources. Travel to the Agency will not be conducted unless a Change Order, inclusive of travel expense terms and conditions, is signed prior to travel commencing to cover the cost of the travel.



CONTRACT SUM

The total estimated amount payable under this SOW, as calculated from the above-mentioned fees, is **\$46,000**. This estimated price is based on the information available at time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW.

ADMINISTRATION

CHANGE ORDERS

In order to make a change to the scope of Professional Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services Change Order. Accela will continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order will be agreed to by the parties in writing prior to implementation of the Change Order. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order will be signed by Accela and Agency prior to commencing any activities defined in the change order. Standard blended rate for Accela resources is **\$250** per hour. The Change Order Template is attached hereto as Appendix A.

EXPIRATION

The scope and terms of this SOW must be executed as part of the Professional Services Agreement within sixty (60) calendar days of the date of this SOW. If the SOW is not executed, the current scope and terms can be renegotiated.

DISCLAIMERS

Accela makes no warranties in respect of the Services described in this SOW except as set out in the Professional Services Agreement. Any configuration of or modification to the Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "Supported Modification". Accela's obligations and warranties in respect of its Services, Products, and maintenance and support, as set out the agreement between Accela and Agency, does not extend outside the Supported Modifications or to any Agency manipulation of implemented scripts, reports, interfaces and adaptors.

In the event Agency requires significant changes to this SOW (including cumulative revisions across any one or more Change Orders) which Accela reasonably determines (a) is a material modification of the nature or scope of Services as initially contemplated by the Parties under this SOW and/or (b) is significantly outside the Supported Modifications, Accela may, upon no less than thirty (30) days' notice to Agency, suspend or terminate this SOW and/or any Change Order issued hereunder. In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables.



APPENDIX A: CHANGE ORDER FORM

Agency:
 Project Code:
 Contract ID:
 Initiating Department:
 Initiated By:

CO #:
 Date:

A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. [Description of Change #1 – Issue details/scope impact, add as many as needed]

- Schedule impact:
- Resource impact:
- Cost impact:

2. Etc.

Total Project Schedule Impact: [Enter]
 Total Project Resource Impact: [Enter]
 Total Project Cost Impact: [Enter]

B. BILLING TERMS:
 Please describe the method by which Accela may bill the customer. Typically for CO's this is T&M.

C. EXPIRATION:
 If this is a CO for a bucket of T&M hours there needs to be an expiration date

SIGNATURE AND ACCEPTANCE

The above Services will be performed in accordance with this Change Order, Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

Accepted By:	Accepted By: Accela, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

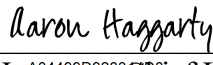
IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

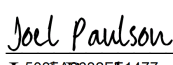
Consultant By:

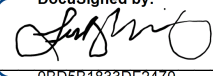
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6/25/2021
853FEEA25B39470
Laurel Prevetti Town Manager

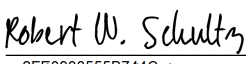
DocuSigned by:

Aaron Haggarty, Chief Legal Officer
Accela, Inc.

Recommended by:

DocuSigned by:

6/21/2021
5035AD632FE1477
Joel Paulson, Community Development
Director

DocuSigned by:

Luke Norris, Sr Vice President,
Government Relations & Growth
OpenCities

Approved as to Form:

DocuSigned by:

6/25/2021
2FE0938556B744C
Robert Schultz, Town Attorney

Attest:

DocuSigned by:

6/25/2021
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Shelley Neis, MMC, CPMC, Town Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/2021

ITEM NO: 5

DATE: August 17, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adoption of an Ordinance of the Town of Los Gatos Amending the Los Gatos Town Code to Include Gender-Neutral Pronouns by Eliminating any Gender Preference Language Within the Los Gatos Town Code and Amending Sections Regarding Grammatical Interpretation to Indicate that Whenever a Gender-Neutral Personal Pronoun is Used, it Shall be Deemed to Include the Feminine and Masculine Also

RECOMMENDATION:

Adopt an Ordinance that was introduced at the Town Council meeting of August 17, 2021 amending the Los Gatos Town Code to include gender-neutral pronouns by eliminating any gender preference language within the Los Gatos Town Code and amending sections regarding grammatical interpretation to indicate that whenever a gender-neutral personal pronoun is used, it shall be deemed to include the feminine and masculine also.

BACKGROUND:

At its August 17, 2021 meeting, the Town Council voted 5-0 to approve amending the Los Gatos Town Code to include gender-neutral pronouns by eliminating any gender preference language within the Los Gatos Town Code and amending sections regarding grammatical interpretation to indicate that whenever a gender-neutral personal pronoun is used, it shall be deemed to include the feminine and masculine also.

CONCLUSION:

Staff recommends that Council adopt an Ordinance amending the Los Gatos Town Code to include gender-neutral pronouns by eliminating any gender preference language within the Los Gatos Town Code and amending sections regarding grammatical interpretation to indicate that

PREPARED BY: Shelley Neis
Town Clerk

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

PAGE 2 OF 2

SUBJECT: Adopt an Ordinance to the Town Code to Include Gender-Neutral Pronouns by
Eliminating any Gender Preference Language

DATE: August 31, 2021

CONCLUSION (continued):

whenever a gender-neutral personal pronoun is used, it shall be deemed to include the feminine and masculine also.

COORDINATION:

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

FISCAL IMPACT:

Phase I for Municode to conduct a complete review of the Town Code to identify all Code language in need of gender-neutral revision is \$5,100, to be paid in FY 2020/21. Phase II to codify the Town Code to incorporate the revisions is \$3,400, to be paid in FY 2021/22. Funds have been budgeted.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft Ordinance

DRAFT ORDINANCE

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS, CALIFORNIA,
AMENDING THE LOS GATOS TOWN CODE TO MODIFY ANY AND ALL MASCULINE
AND/OR FEMININE LANGUAGE TO GENDER NEUTRAL PRONOUNS**

WHEREAS, the Los Gatos Town Code contains mostly masculine pronouns; and

WHEREAS, all genders are created equal; and

WHEREAS, amending the Los Gatos Town Code to include gender-neutral pronouns by eliminating any gender preference language within the Angleton Code will promote equality.

**NOW, THEREFORE, THE PEOPLE OF THE TOWN OF LOS GATOS AND THE TOWN COUNCIL
DO HEREBY ORDAIN AS FOLLOWS:**

SECTION I

INCORPORATION OF RECITALS. The Town Council of the Town of Los Gatos finds that all Recitals are true and correct and incorporate them herein by this reference.

SECTION II

The pronouns throughout the Los Gatos Town Code are amended to promote gender-neutral pronouns.

SECTION III

Subject to final approval by the Town Attorney, the Municipal Code Corporation has authority to degenderize the Los Gatos Town Code and update pronouns when appropriate, which authority includes the updating of future ordinances, by making changes such as the following:

- Gendered subject (he, she, etc.), object (him, her, etc.) and possessive (his, hers, etc.) pronouns shall be replaced by a gender-neutral description of the pronoun referent’s title of office, employment, or descriptor. For example, where a code section refers to a “director” all subsequent gendered pronouns shall be replaced by “the Director” in subjective case, “that Director” in the objective case, and “the Director’s” in the possessive case.

ATTACHMENT 1

SECTION IV

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 17th day of August 2021, and adopted by the following vote as an ordinance of the Town of Los Gatos at a regular meeting of the Town Council of the Town of Los Gatos on the ____ day of _____ 2021. This ordinance takes effect 30 days after it is adopted. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the Town Council and a certified copy shall be posted in the office of the Town Clerk, pursuant to GC 36933(c)(1).

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: 09/07/2021

ITEM NO: 6

DATE: September 1, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve an Amendment to the Temporary Classification Plan to Align the Temporary Communication Dispatcher Classification Salary Steps with the TEA Communication Dispatcher Classification Salary Steps

RECOMMENDATION:

Approve an amendment to the Temporary classification plan (Attachment 1) to align the Temporary Communication Dispatcher classification salary steps with the TEA Communication Dispatcher classification salary steps.

BACKGROUND:

The Town of Los Gatos Personnel Rules and Regulations (Section 4.4) require that amendments and revisions to the classification plan are effective upon approval by Town Council. The Town's classification plan is represented in each of the six separate employee group salary schedules. The California Public Employees' Retirement System that administers the Town's employee pension plan and health plan benefits, also require that salary schedule changes be formally adopted by an agency's governing body. In most cases, changes are typically presented to Council for approval as part of the formal budget adoption or through the labor negotiations process.

DISCUSSION:

The Town currently has eight (8) budgeted full time equivalent (FTE) Communication Dispatcher positions represented by the Town Employees' Association (TEA) bargaining unit. Two (2) positions are vacant and two (2) positions are filled by new employees that are in the process of completing a rigorous training program before they can operate independently as Communication Dispatchers. A third position became vacant as of September 1, 2021. The combined vacancies and trainee positions result in the Town's 24-hour operating emergency

PREPARED BY: Lisa Velasco
Human Resources Director

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

DISCUSSION (continued):

dispatch center being staffed by three (3) FTE fully trained employees.

Even with overtime options, this staffing model is not sustainable and places the Town's FTE employees at risk for burn-out, illness, and safety issues due to lack of rest. The Police Department is quickly pursuing alternatives to keep the function continuously staffed and one solution is to supplement the Town's FTE's by actively recruiting full-time Communication Dispatcher's from other agencies to work part-time for the Town of Los Gatos to fill in the staffing gaps. This type of employee is typically referred to as a per diem employee because they are already fully trained in the dispatch function and as a common practice receive the same rate of pay as the Town's FTE Communication Dispatcher classification. In recent years, the Town's pay rates for per diem Communication Dispatcher, identified on the Temporary Classification salary table, have fallen below the TEA Communication Dispatcher classifications by approximately 7% which presents a recruitment challenge.

To address the current inequity and to prevent the same situation from occurring in the future, staff is recommending that instead of identifying a specific pay range on the Temporary Classifications Salary schedule, that the range is identified by the verbiage "equal to the hourly rate for TEA Communication Dispatcher".

CONCLUSION:

Due to the current FTE Communication Dispatcher vacancies in the Police Department, staff is recommending that the Communication Dispatcher Temporary Salary Schedule be amended. Instead of indicating specific hourly rates, the verbiage "equal to the hourly rate for TEA Communication Dispatcher" would be added. The amendment would ensure that the temporary hourly pay rates are consistently in line with the FTE pay rates which should aid in the recruitment of per diem Communication Dispatchers to support minimum staffing needs.

FISCAL IMPACT:

The annual fiscal impact will be absorbed in the Police Department's FY 2021/22 operating budget as a result of the existing vacancies.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Temporary Classifications Salary Schedule

**Town of Los Gatos Temporary Classifications
Salary Schedule for Fiscal Year 2020/21
Effective July 1, 2020
Adopted by Town Council September 7, 2021**

Class Code	Classification Title	Rate Type	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6		
9305	Account Clerk Temp/Hourly	Hourly	TE2-04	\$24.28	\$25.49	\$26.76	\$28.10	\$29.51	\$30.99		
9310	Account Technician Temp/Hourly	Hourly	TE2-10	\$29.18	\$30.64	\$32.17	\$33.78	\$35.47	\$37.24		
9300	Accountant Temp/Hourly	Hourly	TE2-17	\$35.24	\$37.00	\$38.85	\$40.79	\$42.83	\$44.97		
9010	Admin Analyst Temp/Hourly	Hourly	TE2-17	\$35.24	\$37.00	\$38.85	\$40.79	\$42.83	\$44.97		
9100	Admin Specialist Temp/Hourly	Hourly	TE2-10	\$29.18	\$30.64	\$32.17	\$33.78	\$35.47	\$37.24		
9580	Administrative Assistant Temp/Hourly	Hourly	TE2-05	\$26.53	\$27.86	\$29.25	\$30.71	\$32.25	\$33.86		
9105	Administrative Secretary Temp/Hourly	Hourly	TE2-09	\$27.87	\$29.26	\$30.72	\$32.26	\$33.87	\$35.56		
9656	Assistant Engineer Temp/Hourly	Hourly	TE2-23	\$39.93	\$41.93	\$44.03	\$46.23	\$48.54	\$50.97		
9655	Associate Civil Engineer Temp/Hourly	Hourly	TE2-24	\$45.98	\$48.28	\$50.69	\$53.22	\$55.88	\$58.67		
9400	Associate Planner Temp/Hourly	Hourly	TE2-22	\$39.77	\$41.76	\$43.85	\$46.04	\$48.34	\$50.76		
9410	Building Inspector Temp/Hrly	Hourly	TE2-23	\$39.93	\$41.93	\$44.03	\$46.23	\$48.54	\$50.97		
9112	Clerical Aide Temp/Hourly*	Hourly	TE2-01	\$14.00	\$14.70	\$15.44	\$16.21	\$17.02	\$17.87		
9430	Code Compliance Officer Temp/Hourly	Hourly	TE2-16	\$34.33	\$36.05	\$37.85	\$39.74	\$41.73	\$43.82		
9530	Communication Dispatcher Temp/Hourly	Hourly	TE2-19	Equal to the hourly rate for TEA Communications Dispatcher							
9545	Crime Analyst Temp/Hourly	Hourly	TE2-18	\$35.67	\$37.45	\$39.32	\$41.29	\$43.35	\$45.52		
9540	CSO Intern Temp/Hourly	Hourly	TE2-03	\$21.80	\$22.89	\$24.03	\$25.23	\$26.49	\$27.81		
9532	CSO Temp/Hrly	Hourly	TE2-12	\$31.25	\$32.81	\$34.45	\$36.17	\$37.98	\$39.88		
9190	Deputy Clerk Temp/Hourly	Hourly	TE2-04	\$24.28	\$25.49	\$26.76	\$28.10	\$29.51	\$30.99		
9660	Engineering Technician Temp/Hourly	Hourly	TE2-13	\$32.05	\$33.65	\$35.33	\$37.10	\$38.96	\$40.91		
9621	Equipment Mechanic Temp	Hourly	AF2-01	\$32.39	\$34.01	\$35.71	\$37.50	\$39.38	\$41.35		
9720	Facility Attendant Temp/Hourly*	Hourly	TE2-01	\$14.00	\$14.70	\$15.44	\$16.21	\$17.02	\$17.87		
9109	Human Resources Specialist Temp/Hourly	Hourly	TE2-09	\$27.87	\$29.26	\$30.72	\$32.26	\$33.87	\$35.56		
9041	Intern I Temp/Hourly	Hourly	TE2-02	\$17.07	\$17.92	\$18.82	\$19.76	\$20.75	\$21.79		
9040	Intern II Temp/Hourly	Hourly	TE2-03	\$21.80	\$22.89	\$24.03	\$25.23	\$26.49	\$27.81		
9200	IT Technician Temp/Hrly	Hourly	TE2-14	\$32.11	\$33.72	\$35.41	\$37.18	\$39.04	\$40.99		
9605	Lead Parks & Maint Worker	Hourly	AF2-06	\$33.92	\$35.62	\$37.40	\$39.27	\$41.23	\$43.29		
9015	Legal Assistant Temp/Hrly	Hourly	TE2-17	\$35.24	\$37.00	\$38.85	\$40.79	\$42.83	\$44.97		
9810	Librarian Temp/Hourly	Hourly	TE2-15	\$33.99	\$35.69	\$37.47	\$39.34	\$41.31	\$43.38		
9820	Library Assistant Temp/Hourly	Hourly	TE2-06	\$25.91	\$27.21	\$28.57	\$30.00	\$31.50	\$33.08		

**Town of Los Gatos Temporary Classifications
Salary Schedule for Fiscal Year 2020/21
Effective July 1, 2020
Adopted by Town Council September 7, 2021**

Class Code	Classification Title	Rate Type	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9840	Library Clerk Temp/Hourly	Hourly	TE2-04	\$24.28	\$25.49	\$26.76	\$28.10	\$29.51	\$30.99
9850	Library Page Temp/Hourly*	Hourly	TE2-01	\$14.00	\$14.70	\$15.44	\$16.21	\$17.02	\$17.87
9830	Library Teen Services Specialist	Hourly	TE2-03	\$21.80	\$22.89	\$24.03	\$25.23	\$26.49	\$27.81
9600	Maintenance Assistant	Hourly	AF2-02	\$16.30	\$17.12	\$17.98	\$18.88	\$19.82	\$20.81
9900	Network Administrator	Hourly	TE2-21	\$38.03	\$39.93	\$41.93	\$44.03	\$46.23	\$48.54
9180	Office Assistant Temp/Hourly	Hourly	TE2-04	\$24.28	\$25.49	\$26.76	\$28.10	\$29.51	\$30.99
9645	Park Service Officer Aide Temp/Hourly	Hourly	TE2-03	\$21.80	\$22.89	\$24.03	\$25.23	\$26.49	\$27.81
9640	Park Service Officer Temp/Hourly	Hourly	TE2-12	\$31.25	\$32.81	\$34.45	\$36.17	\$37.98	\$39.88
9560	Parking Control Officer Temp/Hourly	Hourly	TE2-04	\$24.28	\$25.49	\$26.76	\$28.10	\$29.51	\$30.99
9620	Parks & Main Worker Temp	Hourly	AF2-04	\$27.28	\$28.64	\$30.07	\$31.57	\$33.15	\$34.81
9630	Parks & Main Worker Trainee Temp	Hourly	AF2-03	\$22.30	\$23.42	\$24.59	\$25.82	\$27.11	\$28.47
9440	Permit Technician	Hourly	TE2-11	\$30.07	\$31.57	\$33.15	\$34.81	\$36.55	\$38.38
9590	Police Officer Reserve (Top Step of Officer)	Hourly	TE2-25	\$62.57					
9520	Police Officer Temp/Hourly	Hourly	TE2-25	\$62.57					
9550	Police Records Specialist Temp/Hourly	Hourly	TE2-08	\$27.18	\$28.54	\$29.97	\$31.47	\$33.04	\$34.69
9650	Public Works Inspector Temp/Hourly	Hourly	TE2-20	\$37.74	\$39.63	\$41.61	\$43.69	\$45.87	\$48.16
9670	Senior Electrician Temp/Hourly	Hourly	TE2-23	\$39.93	\$41.93	\$44.03	\$46.23	\$48.54	\$50.97
9831	Senior Library Page	Hourly	TE2-02	\$17.07	\$17.92	\$18.82	\$19.76	\$20.75	\$21.79
9725	Special Event Attendant	Hourly	TE2-07	\$16.30	\$17.12	\$17.98	\$18.88	\$19.82	\$20.81
9610	Ticket Booth Attendant*	Hourly	AF2-05	\$14.00	\$14.70	\$15.44	\$16.21	\$17.02	\$17.87

Reflects General Increase of 1%

***Approved rate change January 19, 2021, effective January 1, 2021**



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 09/07/2021

ITEM NO: 6

DESK ITEM

DATE: September 7, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve an Amendment to the Temporary Classification Plan to Align the Temporary Communication Dispatcher Classification Salary Steps with the TEA Communication Dispatcher Classification Salary Steps

REMARKS:

As additional information, below please find the current and proposed hourly rates for the Temporary Communication Dispatcher classification:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Current	\$36.98	\$38.83	\$40.77	\$42.81	\$44.95	\$47.20
Proposed	\$39.05	\$41.00	\$43.05	\$45.20	\$47.46	\$50.41

Also, attachment 2 contains public comment received after 11:01 a.m. on September 2, 2021 and before 11:00 a.m. on September 7, 2021.

Attachment Previously Received with the Staff Report:

1. Temporary Classifications Salary Schedule

Attachments Included with this Desk Item:

2. Public Comment received between 11:01 a.m. on September 2, 2021 and before 11:00 a.m. on September 7, 2021.

PREPARED BY: Lisa Velasco
Human Resources Director

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

From: Denali Lumma [REDACTED]
Sent: Saturday, September 4, 2021 3:52 PM
To: Town Manager; Marico Sayoc
Subject: Los Gatos Police Department Crisis

Hello Town Manager Prevetti and Mayor Sayoc,

I've become aware of a staffing crisis with the Los Gatos Police Department. Apparently the Los Gatos Dispatchers are reaching a dangerously low staffing level and the Chief of Police has just resigned.

Would you please help me understand what is going on, what has led us to this point and what the strategy will be moving forward to ensure law and order in the town of Los Gatos?

Thank you,
-Denali Lumma

From: Joseph Hassoun <myvoice@oneclickpolitics.com>
Sent: Tuesday, September 7, 2021 3:58 AM
To: Town Manager
Subject: Ensure Our Safety!

Re: Ensure Our Safety!

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

How can the City of Los Gatos allow such short staffing levels for such an important role in our public safety.

Dispatcher levels are dangerously low.
Dispatchers are leaving our beautiful city.

Now Chief Decena resigned!

Please address this issue immediately!

WE, the residents and business owners of Los Gatos deserve better!

Sincerely,
Joseph Hassoun

[Redacted signature block]

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From: Jamie Ellis <myvoice@oneclickpolitics.com>
Sent: Monday, September 6, 2021 12:18 AM
To: Town Manager
Subject: Public Safety Crisis

Re: Public Safety Crisis

Dear Laurel Prevetti,
Honorable Mayor Sayoc and Town Council Members,
As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

How can the City of Los Gatos allow such short staffing levels for such an important role in our public safety.

Dispatcher levels are dangerously low.
Dispatchers are leaving our beautiful city.

Now Chief Decena resigned!

Please address this issue immediately!

WE, the residents and business owners of Los Gatos deserve better!

Sincerely,
Jamie Ellis



Santa Clara, CA 95050 Constituent

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From: Melissa Rojek <myvoice@oneclickpolitics.com>
Sent: Monday, September 6, 2021 2:58 AM
To: Town Manager
Subject: [REDACTED]

Re: [REDACTED]

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

How can the City of Los Gatos allow such short staffing levels for such an important role in our public safety.

Dispatcher levels are dangerously low.
Dispatchers are leaving our beautiful city.

Now Chief Decena resigned!

Please address this issue immediately!

WE, the residents and business owners of Los Gatos deserve better!

Sincerely,
Melissa Rojek

[REDACTED] provides online communications tools for supporters of a cause, issue, organization or association to contact their elected officials. For more information regarding our policies and services, please contact info@oneclickpolitics.com

From: Kerri Dunlay <myvoice@oneclickpolitics.com>
Sent: Monday, September 6, 2021 12:00 PM
To: Town Manager
Subject: Ensure Our Safety!

Re: Ensure Our Safety!

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

The most important function as a an elected body is to ensure public services (fire & police safety) are maintained at the highest levels. These days it appears your priorities have turned to social engineering the towns people belief systems telling them what to think vs our fundamental public services. Might I remind you, you serve at the pleasure of the people. Allowing public services that provide safety to be put at risk is a dereliction of duty.

How can the City of Los Gatos allow such short staffing levels for such an important role in our public safety.

Dispatcher levels are dangerously low.
Dispatchers are leaving our beautiful town.

Now Chief Decena resigned.

Please address this issue immediately!

WE, the residents and business owners of Los Gatos deserve better! A lot better. And if you don't start providing it you'll be gone too.

Sincerely,
Kerri Dunlay

Sincerely,
Kerri Dunlay

 Constituent

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From: James Wetra <myvoice@oneclickpolitics.com>
Sent: Monday, September 6, 2021 1:25 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Public Safety Crisis

Re: Public Safety Crisis

Dear Laurel Prevetti,

Mayor Sayoc and Town Council Members,

As a resident of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

How can the City of Los Gatos allow such short staffing levels for such an important role in our public safety.

Dispatcher levels are dangerously low.
Dispatchers are leaving our beautiful city.

Now Chief Decena resigned!

Please address this issue immediately!

WE, the residents and business owners of Los Gatos deserve better!

James Wetra

Sincerely,
James Wetra

 Constituent

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From: Annika Koltermann <myvoice@oneclickpolitics.com>
Sent: Monday, September 6, 2021 3:08 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Ensure Our Safety! Your Police Department Needs Your Help.

Re: Ensure Our Safety! Your Police Department Needs Your Help.

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

Our police department is falling apart at the seams. For months now they have been operating at critically understaffed levels. The burden placed on dispatchers, who are the first contact between the public and officers, is insurmountable. The remaining three (3) dispatchers are having to work continual overtime because of this staffing crisis, where a normal shift is 12 hours a day, and that means sometimes 7-10+ days of straight work without a day off. It is unreasonable and unacceptable, but unfortunately it is the only option to keeping your police department running. Your police officers, who are dedicated to protecting this community and keeping you and your families safe, cannot do their jobs without dispatchers. It is physically impossible. They are the foundation that keeps your police department running. Without a coordinated effort to hire more dispatchers, to increase the salary so actually qualified individuals want to apply, your police department will be unable to operate before the year is out.

The only option then would be to contract with the Sheriff's department to protect Los Gatos, and you would be losing a wealth of knowledge from the individuals who protect our town. Our officers know these streets, they know the residents and have connections to the community, and are better able to protect Los Gatos because of it.

Furthermore, your police officers are critically short staffed as well. This is not a problem that can be solved by only hiring one or two more people. It is getting to the point where the number of officers able to work a shift is unsafe, simply because there are so few of them. These men and women are doing their absolute best, but they are struggling and still need support. I cannot emphasize enough how the police department is hemorrhaging.

If budgeting concerns are your objection to supporting our police department, consider how much the overtime salaries are costing Los Gatos. Almost every officer is consistently working overtime shifts out of necessity because of the staffing crisis. One of our officers had to work over two weeks straight in recent months. This is mentally, emotionally, and physically exhausting. Yet this is nothing compared to the amount of overtime the dispatchers are having to work to cover week days, week nights, weekend days, and weekend nights, all of which are 12 hour shifts. This puts an extreme mental, physical, and emotional strain on these dedicated men and women, and is not something that can be maintained long term or even short term.

It would actually be more cost effective to hire more dispatchers and police officers, then have to pay these overworked men and women for so much overtime.

PLEASE ACT BEFORE IT IS TOO LATE AND OUR DISPATCHERS AND POLICE OFFICERS REFUSE TO TOLERATE THESE ABYSMAL WORKING CONDITIONS. The safety of Los Gatos depends on it.

There's an easy fix: increase the dispatcher salaries so more qualified individuals apply to the position and then hire more dispatchers! That's the first step to saving our police department.

WE, the residents and business owners of Los Gatos deserve better! Please don't let us down.

Sincerely,
Annika Koltermann

[REDACTED]
[REDACTED] Santa Clara, CA 95051 Constituent

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From: Ruth Kolesar <myvoice@oneclickpolitics.com>
Sent: Monday, September 6, 2021 2:13 AM
To: Town Manager <Manager@losgatosca.gov>
Subject: Public Safety Crisis

Re: Public Safety Crisis

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

How can the City of Los Gatos allow such short staffing levels for such an important role in our public safety.

Dispatcher levels are dangerously low.
Dispatchers are leaving our beautiful city.

Now Chief Decena resigned!

Please address this issue immediately!

WE, the residents and business owners of Los Gatos deserve better!

Sincerely,
Ruth Kolesar

 Constituent

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From: Glenn Fortin <myvoice@oneclickpolitics.com>
Sent: Monday, September 6, 2021 8:44 AM
To: Town Manager <Manager@losgatosca.gov>
Subject: Public Safety Crisis

Re: Public Safety Crisis

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

How can the City of Los Gatos allow such short staffing levels for such an important role in our public safety.

Dispatcher levels are dangerously low.
Dispatchers are leaving our beautiful city.

Now Chief Decena resigned!

Please address this issue immediately!

WE, the residents and business owners of Los Gatos deserve better!

Sincerely,
Glenn Fortin

 Constituent

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From: Maureen Heberling <myvoice@oneclickpolitics.com>
Sent: Monday, September 6, 2021 12:48 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Ensure Our Safety!

Re: Ensure Our Safety!

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

How can the City of Los Gatos allow such short staffing levels for such an important role in our public safety.

Dispatcher levels are dangerously low.
Dispatchers are leaving our beautiful city.

Now Chief Decena resigned!

Please address this issue immediately!

WE, the residents and business owners of Los Gatos deserve better!

Sincerely,
Maureen Heberling

 Constituent

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From: Vladimir Zininberg <myvoice@oneclickpolitics.com>
Sent: Monday, September 6, 2021 2:54 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Address the Los Gatos "Public Safety Crisis"

Re: Address the Los Gatos "Public Safety Crisis"

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

How can the City of Los Gatos allow such short staffing levels for such an important role in our public safety.

Dispatcher levels are dangerously low.

Dispatchers are leaving our beautiful city.

Now Chief Decena resigned!

Please address this issue immediately!

WE, the residents and business owners of Los Gatos deserve better!

Sincerely,
Vladimir Zininberg

[REDACTED]

Constituent

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From: Amy Scruggs <myvoice@oneclickpolitics.com>
Sent: Monday, September 6, 2021 10:30 AM
To: Town Manager <Manager@losgatosca.gov>
Subject: Ensure Our Safety!

Re: Ensure Our Safety!

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Please address this issue immediately!

WE, the residents and business owners of Los Gatos deserve better!

Sincerely,
Amy Scruggs

[REDACTED]
[REDACTED] Campbell, CA 95008 Constituent

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From: Cecilia Bergh <myvoice@oneclickpolitics.com>
Sent: Monday, September 6, 2021 3:42 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Address the Los Gatos "Public Safety Crisis"

Re: Address the Los Gatos "Public Safety Crisis"

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Sincerely,
Cecilia Bergh

 Constituent

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From: Stephen Brodsky <myvoice@oneclickpolitics.com>
Sent: Monday, September 6, 2021 4:24 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Public Safety Crisis

Re: Public Safety Crisis

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Sincerely,
Stephen Brodsky

 Constituent

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From: Deanna Dresti <myvoice@oneclickpolitics.com>
Sent: Monday, September 6, 2021 6:33 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Address the Los Gatos "Public Safety Crisis"

Re: Address the Los Gatos "Public Safety Crisis"

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Please address this issue immediately!

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Sincerely,
Deanna Dresti

 Constituent

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From: Erin Reed <myvoice@oneclickpolitics.com>
Sent: Monday, September 6, 2021 8:03 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Public Safety Crisis

Re: Public Safety Crisis

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Please address this issue immediately!

WE, the residents and business owners of Los Gatos deserve better!

Sincerely,
Erin Reed



San Jose, CA 95118 Constituent

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From: Carrie Walton <myvoice@oneclickpolitics.com>
Sent: Sunday, September 5, 2021 12:01 AM
To: Town Manager <Manager@losgatosca.gov>
Subject: Ensure Our Safety! Crime is on the rise!

Re: Ensure Our Safety! Crime is on the rise!

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Sincerely,
Carrie Walton

 Constituent

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From: Danielle Spangenberg <myvoice@oneclickpolitics.com>
Sent: Sunday, September 5, 2021 7:52 AM
To: Town Manager <Manager@losgatosca.gov>
Subject: Address the Los Gatos "Public Safety Crisis"

Re: Address the Los Gatos "Public Safety Crisis"

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

How can the City of Los Gatos allow such short staffing levels for such an important role in our public safety.

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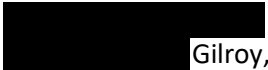
Dispatchers are leaving our beautiful city.

Now Chief Decena resigned!

Please address this issue immediately!

WE, the residents and business owners of Los Gatos deserve better!

Sincerely,
Danielle Spangenberg

 Gilroy, CA 95020 Constituent

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From: Kathleen Wysuph <myvoice@oneclickpolitics.com>
Sent: Sunday, September 5, 2021 7:17 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Public Safety Crisis

Re: Public Safety Crisis

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Sincerely,
Kathleen Wysuph

 Constituent

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From: Jim Zanardi <myvoice@oneclickpolitics.com>
Sent: Sunday, September 5, 2021 5:21 AM
To: Town Manager <Manager@losgatosca.gov>
Subject: Ensure Our Safety!

Re: Ensure Our Safety!

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Sincerely,
Jim Zanardi

 Constituent

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From: Veronica Nourse <myvoice@oneclickpolitics.com>
Sent: Sunday, September 5, 2021 8:09 AM
To: Town Manager <Manager@losgatosca.gov>
Subject: Public Safety Crisis

Re: Public Safety Crisis

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Please address this issue immediately!

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Sincerely,
Veronica Nourse



Cupertino, CA 95014 Constituent

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From: Ali Motamedi <myvoice@oneclickpolitics.com>
Sent: Sunday, September 5, 2021 8:11 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Ensure Our Safety!

Re: Ensure Our Safety!

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

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Sincerely,
Ali Motamedi

 Constituent

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From: Steve and Kim McEwan <myvoice@oneclickpolitics.com>
Sent: Sunday, September 5, 2021 7:16 AM
To: Town Manager <Manager@losgatosca.gov>
Subject: Address the Los Gatos "Public Safety Crisis"

Re: Address the Los Gatos "Public Safety Crisis"

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Now Chief Decena resigned!

Please address this issue immediately!

WE, the residents and business owners of Los Gatos deserve better.

We are shocked that you have allowed this situation to deteriorate to such a low staffing level.

Sincerely,
Steve and Kim McEwan

[REDACTED] Constituent

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From: Kathryn Byers <myvoice@oneclickpolitics.com>
Sent: Sunday, September 5, 2021 11:13 AM
To: Town Manager <Manager@losgatosca.gov>
Subject: Address the Los Gatos "Public Safety Crisis"

Re: Address the Los Gatos "Public Safety Crisis"

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

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Sincerely,
Kathryn Byers

 Constituent

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From: Berlina Moeharjo <myvoice@oneclickpolitics.com>
Sent: Sunday, September 5, 2021 8:11 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Address the Los Gatos "Public Safety Crisis"

Re: Address the Los Gatos "Public Safety Crisis"

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

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Sincerely,
Berlina Moeharjo

 Constituent

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From: Meghan mcphail <myvoice@oneclickpolitics.com>
Sent: Sunday, September 5, 2021 7:42 AM
To: Town Manager <Manager@losgatosca.gov>
Subject: Ensure Our Safety!

Re: Ensure Our Safety!

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Sincerely,
Meghan mcphail



San Jose, CA 95124 Constituent

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From: Norman Arnold <myvoice@oneclickpolitics.com>
Sent: Sunday, September 5, 2021 2:19 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Public Safety Crisis

Re: Public Safety Crisis

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Please address this issue immediately!

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Sincerely,
Norman Arnold

[REDACTED]
[REDACTED] Campbell, CA 95008 Constituent

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From: Leslie Loretto <myvoice@oneclickpolitics.com>
Sent: Sunday, September 5, 2021 8:36 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Ensure Our Safety!

Re: Ensure Our Safety!

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

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Sincerely,
Leslie Loretto



Cupertino, CA 95014 Constituent

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From: Danielle Moya <myvoice@oneclickpolitics.com>
Sent: Sunday, September 5, 2021 7:43 AM
To: Town Manager <Manager@losgatosca.gov>
Subject: Ensure Our Safety!

Re: Ensure Our Safety!

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Sincerely,
Danielle Moya



San diego, CA 92128 Constituent

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From: Dean Bell <myvoice@oneclickpolitics.com>
Sent: Sunday, September 5, 2021 4:20 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Address the Los Gatos "Public Safety Crisis"

Re: Address the Los Gatos "Public Safety Crisis"

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a 25 year resident of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Sincerely,
Dean Bell

 Constituent

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From: Jen Irwin <myvoice@oneclickpolitics.com>
Sent: Sunday, September 5, 2021 9:45 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Public Safety Crisis

Re: Public Safety Crisis

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Sincerely,
Jen Irwin

 Constituent

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From: Patricia Jean Ruch <myvoice@oneclickpolitics.com>
Sent: Saturday, September 4, 2021 10:19 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Ensure Our Safety!

Re: Ensure Our Safety!

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Now Chief Decena resigned!

Please address this issue immediately!

WE, the residents and business owners of Los Gatos deserve better!

Thank you for your attention to this crisis. Protecting public safety has always been the first priority of government1

Patricia J. Ruch

Sincerely,
Patricia Jean Ruch


Constituent

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From: Bibi Sharma <myvoice@oneclickpolitics.com>
Sent: Saturday, September 4, 2021 11:06 PM
To: Town Manager <Manager@losgatosca.gov>
Subject: Public Safety Crisis

Re: Public Safety Crisis

Dear Laurel Prevetti,

Honorable Mayor Sayoc and Town Council Members,

As a resident, business owner and/or visitor of Los Gatos, I strongly urge you to immediately address the "Public Safety Crisis," specifically the Dispatcher shortage.

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Sincerely,
Bibi Sharma

[Redacted signature block]

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To the Honorable Town Council,

I have spoken many times over the years of our need to keep the LGMSPD as our police department. Los Gatos needs to have a local and knowledgeable police department; it is critical for our businesses and residents.

Allowing the community to get to know our officers, and allowing the officers to get to know the community and the needs for each different neighborhood and business district makes it easier for both officers and the public.

Our dispatchers are an integral part of our local police department. I am writing to you to support the increase in the hourly pay for per diem dispatchers. Additionally, I strongly encourage an increase in salary for the existing dispatchers and a robust hiring plan to get the staffing levels back to a level that is safe for the town and fair for our dispatch personnel.

I understand the dispatch center is currently 'manned' by 3 people. These 3 people are working the dispatch 24 hours a day, 7 days a week, 365 days a year. We are budgeted for 8 full time dispatchers. To believe we can continue with 3 dispatch personnel is absurd. We need to be very proactive on a hiring drive and offer a salary that is on par with the area to attract the best dispatchers for Los Gatos.

There has been a great deal of cost savings in the budget given the town has been operating a dispatch center with less than half the number of personnel. We'd like the town to redeploy those existing funds to properly compensate dispatchers, so we are competitive with surrounding areas.

The dispatch center provides a valuable lifeline to our police for the community. They should be properly staffed and well compensated.

Thank you,
Sue Farwell



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 09/07/2021

ITEM NO: 7

DATE: August 27, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Consider Recommendations from the Community Health and Senior Service Commission for the Allocation of \$500,000 of American Recovery Plan Act (ARPA) Funding to Restore and Enhance Senior Service Provision Due to the Disproportionate Impacts on the Older Adult Community from COVID-19 and Provide any Additional Direction to Staff and Authorize an Expenditure Budget Adjustment in the Amount of \$500,000 from Available ARPA Proceeds to Cover those Services.

RECOMMENDATION:

Consider recommendations from the Community Health and Senior Service Commission for the allocation of \$500,000 of American Recovery Plan Act (ARPA) funding to restore and enhance senior service provision due to the disproportionate impacts on the older adult community from COVID-19 and provide any additional direction to staff and authorize an expenditure budget adjustment in the amount of \$500,000 from available ARPA proceeds to cover those services.

BACKGROUND:

On June 15, 2021, the Town Council received the Community Health and Senior Service Commissions (CHSSC) assessment report on senior service provision in Los Gatos (Attachment 1). At the conclusion of the Council discussion, the following direction was provided to staff and the CHSSC.

- Council created a Committee to establish longer range goals for senior services in Town. The Committee would include the CHSSC, Councilmembers, service club representation,

PREPARED BY: Arn Andrews
Assistant Town Manager/CHSSC Liaison

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

BACKGROUND (continued):

Chamber representation, service providers, and senior community leaders. Staff was to return to Council with a recommended list of composition of the Committee. Council adopted the composition of the Committee at its August 3, 2021 meeting.

- The Council allocated \$500,000 in ARPA funding to address identified short-term senior service provision needs in next 12 months.
- The CHSSC was to develop recommendations for Council on how to allocate the \$500,000 to create a more restore and enhance provision of senior services over the next 12 months.

Given Council's direction, staff and the CHSSC solicited senior service provision proposals and reviewed those proposals for alignment with the CHSSC assessment and Council considerations. The Commission received proposals from Los Gatos Saratoga Recreation (LGS Rec), Saratoga Area Senior Coordinating Council (SASCC), and KCAT. The Commission met on June 22, July 7, and July 27 to review submissions, ask questions of respondents, and request additional materials. On August 31, 2021, the CHSSC held their final meeting to discuss the service provider final submissions and determine ARPA allocation recommendations for Council.

DISCUSSION:

Following are summaries of the service provider proposals. Attachment 2 contains the complete submissions from LGS Rec, SASCC, and KCAT.

LGS Rec

The LGS Rec proposal is for the full \$500,000 allocation divided between \$383,700 toward pre-pandemic service restoration and \$116,300 toward service expansion. Elements of the LGS Rec proposal include:

LGS Rec would return hours to furloughed staff to focus on senior services. In addition, the LGS Rec financial model includes leveraging ARPA funding with a match from non-Town sources for operational expenses up to 0.5 FTE for each classified staff compensation and benefits. The proposal acknowledges that senior services is a front-facing enterprise which relies on staffing to interface with the community to facilitate programming. The proposal also envisions the formation of an ARPA Grant Oversight Committee to act as a governing body and provide oversight of all elements covered by the grant award.

Programmatic commitments include the resumption of hardcopy publication and mail distribution of The Print, enhanced volunteer recruitment and strategic partner collaboration, expanded 55+ program accessibility at multiple facilities, resumption and increased event production, and increased membership goals.

DISCUSSION (continued):

SASCC

SASCC provided five proposals that could be engaged on an a la carte basis except for the Community Assessment Survey for Older Adults (CASOA) and Coordination services. SASCC stated that the Senior Services Coordination efforts are intended to be informed by the CASOA results. The proposal budgets range from \$21,500 to \$63,500.

The Outlook (\$30,000) - An age-friendly community newspaper reaching every home in Los Gatos monthly. The Outlook can be used in a variety of ways to reach Los Gatos residents with important information, public notices, and community news.

Community Assessment Survey for Older Adults (\$21,500) – CASOA serves as a strategic planning and evaluation tool. Data from the survey are used to develop informed service plans and to determine how resources may be allocated to achieve desired short-term goals, as well as to assist in forecasting long-term needs and solutions.

Senior Services Coordination (63,500) - Creating a new roadmap for the Town's Age Friendly efforts, using the Community Assessment for Older Adults data as a guide.

Los Gatos Age-Friendly Health Fair (\$30,000) - A free and fun community-wide event designed to encourage healthy living and an active, engaged lifestyle across all ages. Free health screenings, vaccinations, resources, and information for the whole community.

Los Gatos Senior Resource Drive-Through Events (\$10,000) - Popup resource fairs designed to provide support, information, community resources and a free meal to older adults while they remain in the comfort of their vehicles.

KCAT

The KCAT proposal seeks \$200,000 in funding to develop a community of 55+ volunteers who would help create and run local public access TV and internet radio. The program entitled “The Producers” would utilize KCAT staff to teach and train community members how to produce, film, edit, and broadcast video, TV shows, and radio. The program is designed to help ease senior isolation through increased senior engagement.

KCAT envisions a stream of individuals and groups of seniors coming in-studio to develop and produce entire seasons of shows on an on-going, rolling basis, with one group following and coordinating with the other as they navigate the production process together. In-studio production would include everything from talent searching, scriptwriting, set design, curating

DISCUSSION (continued):

shows, and ultimately developing programming which may include advertising and potential revenue streams.

CONCLUSION:

The following table provides a summary of individual Commissioner allocation recommendations which all total \$500,000. Commissioner Bloom needed to recuse himself due to a relationship with one of the providers and the Youth Commissioner has not yet been appointed for this fiscal year.

SERVICE PROVIDER PROPOSALS	Proposed Budget	Konrad	Rossmann	Norcia	Rahmil
LGS Rec – Pre-pandemic Service Restoration	\$383,700	383,700	380,000	365,000	365,000
LGS Rec – Service Expansion	\$116,300	0	0	50,000	50,000
SASCC – Outlook Community Newspaper	\$30,000	30,000	0	10,000	10,000
SASCC – Community Assessment Survey	\$21,500	0	0	0	0
SASCC – Senior Services Coordination	\$63,500	16,300	0	0	0
SASCC – Age Friendly Health Fair	\$30,000	10,000	15,000	10,000	10,000
SASCC – Senior Resource Drive Through Events	\$10,000	10,000	5,000	5,000	5,000
KCAT – “The Producers” 55+ Volunteer Program	\$200,000	50,000	100,000	60,000	60,000
TOTAL	\$855,000				

As the table illustrates, there were some areas of consensus; however, at differing dollar allocations and other areas of no consensus. In general, there was broad agreement to fund the majority of the LGS Rec service restoration proposal.

CONCLUSION (continued):

There was also broad agreement to fund the SASCC Health Fair and Senior Drive Through proposals and the KCAT "Producers" proposal, however, at differing dollar allocations. There was a majority consensus to fund the SASCC Outlook proposal but again at differing dollar allocations. Majority consensus was not achieved for the LGS Rec Service Expansion, SASCC Community Survey, and SASCC Service Coordination proposals.

Staff generally concurs with the Commission's assessment with the exception of the Community Assessment Survey proposal. While the Commission has a good understanding of older adult issues facing the community through their role on the Commission, the Council may wish to consider bringing this item forward to the new Senior Service Committee. Given that the Committee is tasked with developing a roadmap for long-term service provision in Town, a statistically valid survey from a broader older adult sample size could yield valuable information during the initial phase of the Committees work.

COORDINATION:

This staff report was coordinated with the Town Manager, Town Attorney, and Finance Director.

FISCAL IMPACT:

There is sufficient funding from the ARPA proceeds to cover the proposed services..

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. CHSSC Senior Needs Assessment
2. Service Provider Proposals



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 06/15/2021

ITEM NO: 20

DATE: June 9, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Receive the Community Health and Senior Services Report on Senior Service Provision and Assessment Recommendations

RECOMMENDATION:

Receive the Community Health and Senior Services (CHSSC) Report on Senior Service Provision and Assessment Recommendations.

BACKGROUND:

In 2001 the Town launched a pilot senior services program with a dedicated Senior Center within the Neighborhood Center, a Senior Coordinator staff position, and funding for case management services. The Senior Center program remained as a part of the Community Services Department until 2009. In 2009, partially in response to budgetary constraints due to the recession, the Town partnered with Los Gatos-Saratoga Community Education and Recreation (LGS Rec) for the provision of senior services (Attachment 1). The partnership became fully operational in FY 2010/11, resulting in increased revenue and decreased staffing and operating costs.

As part of lease agreement (Attachment 2) with LGS Rec, the Town required that LGS Rec maintain and expand senior services at the Neighborhood Center. The lease stipulates that LGS Rec provision services/programs to include services/programs similar in scope to the following:

- Wednesday afternoon movies (once per month)
- Wednesday games program (weekly)
- Senior center dances (once per quarter)
- Bus trips (once per quarter)
- Senior Thanksgiving dinner (one per year)

PREPARED BY: Arn Andrews
Assistant Town Manager/CHSSC Liaison

Reviewed by: Town Manager and Town Attorney

BACKGROUND (continued):

- Senior picnic (one per year)
- Senior show (one per year)
- Senior Center newsletter (bi- monthly)
- Information and referral to other agencies (ongoing)
- Recreation classes will be expanded significantly as demand warrants. Examples include: language, arts and crafts, computer, and other special interest classes.

In addition to the arrangement with LGS Rec, the Town has traditionally funded other senior service provision through the annual community grant program. Of note, the Town provides grants for senior nutrition, senior day care services, and rent assistance.

On March 2, 2021, the Town Council held a joint session with the Community Health and Senior Service Commission (CHSSC) to hear the Commission's goals for the coming year. The Council indicated its strong interest in the work of the Commission in light of the inclusion of senior services as a new Council Strategic Priority for FY 2021-2023.

Councilmembers requested that the Commission review the current senior service provision in Town and help identify any gaps that exist in senior services. Councilmembers and Commissioners identified the following areas of service provision interest/concern for Commission review.

Communication and Information:

- Better identification/communication with seniors using media that seniors use (e.g., print)
- Increased centralized coordination among service providers (local, regional)

Housing:

- Move down housing options for seniors

Community Support and Health Services:

- Increased senior isolation due to COVID
- Need for a plan to assist seniors with the vaccination process

Social Participation:

- Low senior engagement/programming relative to other Santa Clara County cities
- Development of a state-of-the-art activity/community center

Civic Participation and Employment:

- Increase/leverage senior volunteer engagement in Town
- Dedicated staffing resources to supplement volunteers

BACKGROUND (continued):

Senior Plan Development:

- Develop roadmap for implementation of senior services as a strategic priority
- Consideration of service provision business models in other communities

At the conclusion of the meeting, Mayor Sayoc appointed Vice Mayor Rennie to be a Council Liaison to the Commission and requested that the Commission report back to the Town Council on June 15, 2021.

DISCUSSION:

Since that time the Commission accelerated their meeting schedule to accommodate the Mayor’s request to report back at the June 15, 2021, Town Council meeting. The Commission’s work has focused on meeting with service providers to address the issues raised by the Town Council and Commission, understand existing service provision, review alternative business models, identify service gaps, and discuss potential recommendations to fill any gaps.

To date the Commission received presentations from the following service providers:

March 23, 2021 – Los Gatos Saratoga Recreation 55+, Live Oak Senior Nutrition

April 13, 2021 – West Valley Community Services, Saratoga Area Senior Coordinating Council

April 27, 2021 – Santa Clara County Department of Aging and Adult Services, Los Gatos Library

May 11, 2021 – City of Cupertino Senior Center

The table below summarizes the multitude of services provided by Commission presenters and other regional providers:

Service Provider	Food Assistance	Rent/Fin Assistance	Socialization And Events	Recreation and Education	Case Mgt	Other Assistance (tax, legal)
LGS Rec 55+	Yes	No	Yes	Yes	Yes	Yes
Live Oak Senior Nutrition	Yes	No	Yes	No	No	No
West Valley	Yes	Yes	No	No	Yes	Yes
Saratoga Area Senior Coordinating Council (SASCC)	Yes	Yes (directory)	Yes	Yes	Yes	Yes

Santa Clara County Dept Aging	Yes	Yes (directory)	No	No	Yes	Yes
Los Gatos Library	No	No	Yes	Yes	No	No
Cupertino Senior Center	Yes (during Covid)	Yes (directory)	Yes	Yes	Yes	Yes
Live Oak Adult Day Care	Yes	No	Yes	No	Yes	No
Sourcewise	Yes	Yes (directory)	No	No	Yes	Yes
Bay Area Older Adults	No	No	Yes	Yes	No	No

As the table illustrates, the Los Gatos senior community has access to a considerable regional ecosystem of senior and intergenerational service provision. In addition to reviewing existing services, the Commission researched the business models of other service providers as illustrated in the table below:

Business Model	LGS Rec 55+	SASCC	Campbell 50+	Los Altos 50+	Cupertino 50+
Membership	83 (5,418 since 2016)	2,000	1,100	1,500	1,500 (2,400 pre pandemic)
Membership Fee	\$25	\$25	\$25	\$30	\$23 - \$28 (Resident/Non)
Facility	Leased (Town subsidy)	City Owned/Funded	City Owned	City Owned	City Owned
Budget	\$100k	\$1.2M	\$771k FY21 \$503k FY22	\$393k	\$2.5M (includes \$350k discontinued case mgt program)
Funding	Subsidies from For Profit Arm	Grants, Fees, Subsidies, Donations	General Fund (GF) & Fees	GF & Fees	GF & Fees
Staffing	0.5 FTE (1 Consultant)	5 FTE	2.29 FTE (3 FTE reduction FY22)	1.0 FTE, 3 PT	6.0 FTE, 15 PT
Publication	Yes/Email (weekly)	Yes/Print & Email (monthly)	Yes/Print & Email (quarterly)	Yes/Print & Email (bi-monthly)	Yes/Mail & Email (bi-monthly)

Transportation	RYDE Eligible	Yes/RYDE Program	RYDE Eligible	Yes/On The Move Program	RYDE Eligible
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DISCUSSION (continued):

On May 25, 2021 and June 8, 2021, the CHSSC reviewed the information received from service providers, discussed elements of the data presented, received feedback from Council Liaison Rennie, heard public testimony, and initiated discussions of potential senior service provision recommendations for Town Council consideration. The Commission acknowledged that certain recommendations could have budgetary constraints and may require separate short and long-term proposals. Of note, the Commission and Council liaison recognized the significant difference in dedicated funding toward senior services relative to peer organizations and agencies. It should also be noted that while the Commission had general consensus regarding the identified issues, Commissioners had a spectrum of proposals to ameliorate the issues identified. The following table illustrates the areas identified by the Commission for Council consideration.

	Issue(s)	Short Term Proposal(s)	Long Term Proposal(s)
Communication/ Marketing	No dedicated budget or centralized senior communication in relevant mediums	<ul style="list-style-type: none"> • Fund/Leverage distribution of SASCC “Outlook” publication • Develop and fund a unique Los Gatos senior publication • Leverage Caring About Resident Elders (C.A.R.E.) program • Increase market awareness through a variety of marketing experimentation • Leverage Youth Commission social media skills 	<ul style="list-style-type: none"> • Develop longer range marketing plan for available senior services based on acceptance of marketing experimentation

<p>Facility</p>	<p>Existing facility currently supports limited dedicated senior activity and is not competitive with neighboring jurisdictions facilities</p>	<ul style="list-style-type: none"> • Perform cosmetic and functional updates (interior/exterior) to existing facility • Explore partnering with newer existing facilities in Town to volunteer space 	<ul style="list-style-type: none"> • Construction of new facility or complete renovation of existing facility • Establish 501c3 Senior Council (or other exploratory body) to initiate fundraising and awareness for a new senior center
<p>Service Coordination and Centralization</p>	<p>Currently no centralized oversight for coordinating existing services</p>	<ul style="list-style-type: none"> • Provide additional funding to LGS Rec toward senior service staffing • Provide funding to a new service provider • Create position(s) within the Town • Assess the strengths and weaknesses of current LGS Rec business model relative to others • Determine preferred senior service provision business model 	<ul style="list-style-type: none"> • Provide funding to whatever service provider solution is pursued
<p>Service Expansion</p>	<p>Due to Covid related budget impacts LGS Rec currently has 0.5 FTE dedicated to senior services</p>	<ul style="list-style-type: none"> • Provide additional funding to LGS Rec toward senior service staffing • Provide funding to a new service provider • Create program and position(s) within the Town 	<ul style="list-style-type: none"> • Provide funding to whatever service provider solution is pursued

Volunteer Opportunities	No centralized platform for senior volunteer opportunities	<ul style="list-style-type: none">• Leverage CHSSC to identify and promote volunteer opportunities• Leverage Community Based Organizations, schools, and Youth Commission	<ul style="list-style-type: none">• Encourage LGS Rec or other service provider to recruit volunteers from their membership
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CONCLUSION:

Council should review the CHSSC recommendations and provide any guidance to staff on areas for proposed implementation. Based on the areas identified for implementation staff will return to Council with a detailed implementation plan.

COORDINATION:

This staff report was coordinated with the Town Manager, Town Attorney, and Community Health and Senior Service Commission.

FISCAL IMPACT:

None at this time; however, Council’s direction may have fiscal impacts.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. 2009 Staff Report
2. LGS Rec Lease Agreement
3. Public Comment Received by 11:00 a.m. June 10, 2021

LGS Recreation Senior Services Grant Proposal: Revised for August 31, 2021

Serving the community since 1956



REVISED LGS Recreation Proposal

Early slides within this revised presentation provide additional insight regarding The Agency proposal. Please note that the initial proposal provided in advance of the July 27, 2021 meeting has been provided below. Revisions to those slides will appear in the lighter blue font for reference.

- **Background:** The Agency's previous proposals prioritized operational costs and staffing and made clear there is a minimum level of funding required to at least return to 2019 programming levels. We were governed by the following:
 - The Interim Final Rule from the Treasury Department outlines how ARPA funds are to be utilized. ARPA grants are to support payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs as a resource to aid communities disproportionately impacted by COVID19.
- This revised presentation has been developed as a result of the Commission guidance from the July 27th meeting. The Agency was asked to prioritize expenses in the event we do not receive full grant funding.
 - Please also see the separate document that outlines the [Commission Questions for The Agency](#).

REVISED LGS Recreation Proposal

- If the goal is to restore all programs back to pre-pandemic (2019) levels, the minimum grant funding is \$383.7K without new service expansion. Cuts beyond this funding jeopardize all goals and objectives.
 - Please note the Agency has already committed to funding .5 FTE for classified staff so we share the expense with the Commission and are just as vested in achieving the goals.
- The Agency has identified \$116.3K of expense for service expansion. The consequence of not funding this amount is that we will not hire one New Staff. As such, associated programs and services will be cut. We anticipate this will include day trips, dances, and volunteer development. See slides 15-16.
- Breakdown of \$116.3K
 - \$71K - New Hire #2
 - \$24K - Associated trips and transportation
 - \$15K - Associated gaps in Community outreach
 - Note: New Hire #1 and New Hire #2 have some areas of overlap such as outreach and marketing efforts that bridge the gap for our 55 and older community.

REVISED LGS Recreation Proposal

- We intend a quarterly expansion of 55 Plus content to also include a seasonal version of THE PRINT in The Agency's brochure.
- We will also provide printed monthly newsletters that highlight any new programs, changes, a monthly "grab" calendar of programs / services, a community highlight or story, instructor / volunteer / facilitator of the month, etc...
- If there is an ARPA investment in The Outlook, we will coordinate with the Commission to request free use of space within the publication.
 - The Agency will centralize submissions to the Commission, which may be reviewed and forwarded along to SASCC for inclusion. This will ensure the Commission is aware of what's be submitted, and it is align with what they would like to see published.

LGS Recreation Proposal – 7/27/21 submission

- We are pleased and honored to present a comprehensive proposal for Town affiliated ARPA funding. Proposal goals will address Communication/Marketing, Service Coordination and Centralization, Service Expansion and Volunteer Opportunities that were identified by the Commission.
- LGS Recreation (“The Agency”), holds a 65-year history within the community and has served as the de-facto Senior Services Community Center by virtue of our presence at the Adult Recreation Center. We seek the opportunity to expand the scope of Senior Services via this unprecedented opportunity for departmental support.
- The Agency operates out of a centralized location within the Los Gatos community and intends to expand upon currently unduplicated access to facilities for specialized senior services within the South Bay.
- Facilities include, though not limited to:
 - Joan Pisani Community Center
 - Saratoga Prospect Center
 - Los Gatos Adult Recreation Center
 - Los Gatos Youth Recreation Center
 - Los Gatos High School Aquatics Center
 - Vasona Boat House
 - Los Gatos and Saratoga Parks

REVISED LGS Recreation Proposal – 7/27/21 submission

- Traditional Agency model prioritized fee-based programming to offset free or low-cost services. Senior Services have historically been subsidized by other departments within the Agency and it is financially unsustainable. To ensure facility and staff resources are used primarily for the expansion of 55 Plus services, ARPA grant funding is essential to bridge the gap and initiate momentum.
- Purpose of the grant request is to return Agency Staff to work and focus on Senior Services, a group that has been heavily impacted by COVID.
- Senior Services is by its nature is front-facing and relies on Staff to interface with community members and support and expand programs.
- The financial model reflects the Agency and Town ARPA funding co-sharing operational expenses up to .5 FTE each for classified staff compensation and benefits. The Agency will be paying for HALF of classified staff FTEs for senior services. Taken together with the Town's ARPA funding, the grant will stretch further.
- We intend to form an ARPA Grant Oversight Committee to act as a governing body and provide oversight of all elements covered by the grant award. With the inclusion of both LGS Recreation staff and external community members, the Committee will establish benchmarks of achievement with metrics. It is recommended this Committee include members of the Subcommittee the CHSSC intends to form along with Recreation Coordinator and Director of Finance.
- Beyond the proposal is a full intention to mobilize quickly and also ensure a structure for longevity and long-term expansion.

REVISED LGS Recreation Proposal - ARPA Grant Financial Model

ASSUMPTIONS

REVISED proposal prioritizes minimum staffing to support pre-pandemic 2019 levels.

Restore Staffing; \$265K total

- Restore Recreation Coordinator, Trinh Nguyen FTE from .5 to 1.0 = \$47,518
- Increase Senior Office Clerk, Lori Krueger FTE from .5 to 1.0 = \$49,468
- Increase Administrative Front Desk Staff, Ali Cherry FTE to .5 = \$18,038
- Increase Administrative Front Desk Staff, Karen Moultrup FTE to .5 = \$8,432
- New Hire I to support marketing/newsletter, outreach and special events = \$71,771
- Budget to include Recreation Manager, Emily Sprugasci to .25 FTE = \$39,459
- Budget Aquatics Coordinator at 0.1 FTE = \$13,019
- Director of Finance (80 hours) = \$6,144
- Executive Director (100 hours) = \$10,980

REVISED from original budget proposal:

REMOVE New Hire #2 to support day trips, dances, volunteerism, and gaps in community outreach = \$116.3K

Notes:

Remaining program expense of \$118,871 is allocated across all staff.

Some strategic and tactical duties will be expected of multiple Staff members and are reflected in this manner on the next slides.

REVISED - Proposed Use of Funds

Compensation & Benefits	\$265,037
Facilitator for Readers' Theater, Single Again, Game Days	62,300
Community Outreach	37,200
- Program Marketing	
- Newsletter printing/delivery	
Program Equipment Rental	5,000
Program Meals & Supplies	14,200
Total	<u><u>\$383,737</u></u>

Trinh Nguyen, Recreation Coordinator - 7/27/21 submission

Action Plan: Q1

- LGS Recreation (“The Agency”) to resume hardcopy publication of THE PRINT. This transitioned to a weekly email newsletter during the pandemic and will return to hardcopy, email, US mail, and newsletter archive on the website. This will be made available to everyone, regardless of membership status. Goal is to distribute 2,500+ newsletter by the end of Q4.
- Solicit relevant Los Gatos-centric 55 Plus content beyond the Agency and promote through platforms along with our partners.
- Engage with the Town to include content on their website, post a link on the Town newsletter, and collaborate to identify additional outreach channels through current Town resources.
- Collaborate with additional partners and service groups, including and not limited to the Chamber of Commerce, Live Oak Nutrition, West Valley Community Services, SASCC (Outlook / RYDE), Los Gatos Lions, Kiwanis, Rotary, and appropriate public organizations to connect them to our website and the latest copy of THE PRINT.
- Agency to recruit volunteers from within partner service groups.
- Coordinate and provide support from both a strategic and ground level. This will include program coordination and service provision onsite in LGS Recreation facilities. With full grant funding, we will be best equipped to collaborate closely and more impactfully to serve our community with not only current partners but those new to the Agency.

REVISED - Trinh Nguyen, Recreation Coordinator

Action Plan: Q1 Cont'd

- 55 Plus membership will offer the same benefits and access to adult programs at ALL Los Gatos and Saratoga locations. These facilities will include: Joan Pisani Community Center, Saratoga Prospect Center, Los Gatos Adult Recreation Center, Los Gatos Youth Recreation Center, Los Gatos High School Aquatics Center, Vasona Boat House, Los Gatos and Saratoga Parks.
- Collaborate with local hospitals and universities to recruit participants for MS Aquatics.

Action Plan: Q2

- Expand new events to include a New Year's Membership Kickoff and Community Outreach event and a Spring Dance and Volunteer Appreciation Day as noted within "Volunteer Opportunities." We currently host the Summer 55 Plus Picnic, Fall Thanksgiving Luncheon, Winter Holiday Gift / Recognition event.

REVISED - Trinh Nguyen, Recreation Coordinator

Action Plan: Q3

- Collaborate with additional print and video-based media to provide community updates. The Agency initial goal includes KCAT and Los Gatos Weekly (Community Briefs and Bay Area In-person / Virtual Events Sections).
- The Agency will assist with volunteer coordination (we intend to boost this area and can direct individuals to serve within this partner program). Some efforts may be jeopardized if we are unable to hire New Hire #2.
- No incremental cost to Town for KCAT to work with us as a vendor.

Action Plan: Q4

- Continue to collaborate with all service providers through scheduled monthly/quarterly meetings to guide and support their efforts as programs expand to meet growing needs.
- The Agency's stretch goal is to increase 55 Plus membership numbers to 2,500 by Q4 by extending outreach and marketing efforts to more strongly connect our current community with the services and programs available.

Lori Krueger, Senior Office Technician - 7/27/21 submission

Action Plan: Q1

- Coordinate and provide Administrative support on the ground level. This will include program coordination and service provision onsite in LGS Recreation facilities.
- Solicit relevant Los Gatos-centric 55 Plus content beyond the Agency and promote through platforms along with our partners.
- Engage with the Town to include content on their website, post a link on the Town newsletter, and collaborate to identify additional outreach channels through current Town resources.

Action Plan: Q2

- Outreach and marketing with current LGS Adult Recreation participants to bridge the gap and more clearly identify the 55 and older community we currently serve and are **not yet members**.

Action Plan: Q3

- Coordinate a dedicated liaison for Social Services and Case Management onsite at the Agency and include in the Resource Handbook.

Action Plan: Q4

- Develop a comprehensive Senior Services Resource Handbook in both hard and soft copy to inform members about older adult resources and services within the South Bay. This will be refreshed on an ongoing basis.

Ali Cherry + Karen Moultrup, Office Technicians - 7/27/21 submission

Action Plan: Q1

- Operational support will offset free and low-cost service costs and ensure program expansion to include AARP Tax Preparation, HICAP (the Health Insurance Counseling & Advocacy Program), SALA (Senior Adults Legal Assistance), AARP Driver Safety, and more. As it evolves, we will increase programs/services yet to be identified in cooperation with the CHSSC and Grant Oversight Subcommittee and allot facility space as needed.
- Assist training New Hire 1 (and New Hire 2 if funded).
- Assist with recruitment of Volunteer group facilitators.
- Assist with marketing and outreach efforts to increase membership.

Action Plan: Q2

- Outreach to current LGS Adult Recreation participants to identify the 55 and older community we currently serve and are **not yet members**.

Action Plan: Q3

- Coordinate Social Services and Case Management onsite at the Agency and include in the Resource Handbook.

Action Plan: Q4

- Reestablish our Volunteer Appreciation Day event (springtime) to strengthen our relationship with our volunteers and reaffirm our appreciation of their service. This event historically included a celebration with a meal, gift, game and performance.
- As volunteerism expands, we will survey our contact list for their suggestions and interests and develop new opportunities through their contributions.

New Hire I (support marketing/newsletter, outreach and special events) - 7/27/21 submission

Action Plan: Q1

- Contribute to THE PRINT content. Engage with the Town to include content on their website, post a link on the Town newsletter, and collaborate to identify additional outreach channels through current Town resources.
- Collaborate with partners and service groups to connect them to our website and the latest copy of The Print. Recruit volunteers from within partner service groups.
- Coordinate program and service provision onsite in LGS Recreation facilities.

Action Plan: Q2

- Outreach and marketing with current LGS Adult Recreation participants to bridge the gap and more clearly identify the 55 and older community we currently serve and are **not yet members**.
- Dedicated social media presence for the 55 Plus program that also ties into the Agency and Town that will connect to general programming and online resources.
- Refresh efforts within the 55 Plus website to allow for greater content and accessibility and a central platform for all resources.
- Expand new events to include a New Year's Membership Kickoff and Community Outreach event and a Spring Dance and Volunteer Appreciation Day as noted within "Volunteer Opportunities." We currently host the Summer 55 Plus Picnic, Fall Thanksgiving Luncheon, Winter Holiday Gift / Recognition event.

New Hire I (support marketing/newsletter, outreach and special events) - 7/27/21 submission

Action Plan: Q3

- Coordinate a dedicated liaison for Social Services and Case Management onsite at the Agency and include in the Resource Handbook.
- Collaborate with additional print and video-based media to provide community updates. The Agency initial goal includes KCAT and Los Gatos Weekly (Community Briefs and Bay Area In-person / Virtual Events Sections).

Action Plan: Q4

- Maintain presence at high visibility events in the Town to share information, resources and encourage participation in activities.
- Continue to collaborate with all service providers through scheduled monthly/quarterly meetings to guide and support their efforts as programs expand to meet growing needs.
- As volunteerism expands, survey our contact list for their suggestions and interests and develop new opportunities through their contributions.
- With full grant funding, the Agency's stretch goal is to increase 55 Plus membership numbers to 2,500 by Q4 by extending outreach and marketing efforts to more strongly connect our current community with the services and programs available.

REVISED TO REMOVE -New Hire 2 (support day trips, dances, and volunteerism)

Action Plan: Q1

- Plan, coordinate, and promote monthly day trips.
- Act as dedicated volunteer service coordinator to assist seniors in engaging in meaningful opportunities to serve other seniors. Staffer will be directed to prioritize recruiting and managing of all volunteers.
- Promote volunteer opportunities in Agency brochure (110K community members reached).
- Volunteer opportunities will include special events, dances, concerts, daily operation, engagement in the 55 Plus Office, marketing efforts, seasonal decoration, social meal activities, and more.

Action Plan: Q2

- Outreach and marketing with current LGS Adult Recreation participants to bridge the gap and more clearly identify the 55 and older community we currently serve and are **not yet members**.
- Expand new events to include a New Year's Membership Kickoff and Community Outreach event and a Spring Dance and Volunteer Appreciation Day as noted within "Volunteer Opportunities."
- Coordinate the events we currently host: Summer 55 Plus Picnic, Fall Thanksgiving Luncheon, Winter Holiday Gift / Recognition event.

REVISED TO REMOVE - New Hire 2 (support day trips, dances, and volunteerism)

Action Plan: Q3

- Collaborate with travel agencies and local vendors to offer travel shows highlighting both US and international trips.

Action Plan: Q4

- Expand frequency and quality of special events and workshops such as social dances, concerts, and special interest presentations.
- Increase collaboration with local partners and Senior Centers such as City of Campbell, Addison-Penzak JCC in Los Gatos for trips and events.
- As volunteerism expands, survey our contact list for their suggestions and interests and develop new opportunities through their contributions.

Lynnette Vega, Independent Contractor – Senior Services - 7/27/21 submission

Action Plan: Q1

- Expand and facilitate the popular Social Game Day activities to multiple offerings a week.
- Expand support services to multiple meetings per week and diversify offerings.
- Full grant funding will allow us to staff the 55 Plus Senior Center Office for one-on-one engagement with members 5 days a week.

Action Plan: Q2

- Support expansions of new events to include a New Year's Membership Kickoff and Community Outreach event and a Spring Dance and Volunteer Appreciation Day as noted within "Volunteer Opportunities." Coordinate events we currently host: Summer 55 Plus Picnic, Fall Thanksgiving Luncheon, Winter Holiday Gift / Recognition event.

Action Plan: Q3

- With full grant funding, return Social Dinner Club – a social and support group that ceased in 2019 due to funding restrictions.

Action Plan: Q4

- Host our Volunteer Appreciation Day event (springtime) to strengthen our relationship with our volunteers and reaffirm our appreciation of their service. This event historically included a celebration with a meal, gift, game and performance.
- As volunteerism expands, coordinate suggestions and interests and develop new opportunities through their contributions.
- With full grant funding, resume services within the mountain communities, ceased in 2019 due to funding restrictions.

Rigo Amador, Aquatics Coordinator - 7/27/21 submission

Action Plan: Q1

- Continue to offer ongoing exclusive 55 Plus lap swim for our members.
- Collaborate with local hospitals and universities to recruit participants for MS Aquatics.

Action Plan: Q2 & Q3

- Coordinate marketing and outreach effort for upcoming MS Aquatics program.

Action Plan: Q4

- Expand upon wellness initiatives including the MS Aquatics /Physical Therapy program and collaborate with local hospitals and universities to recruit participants.

Emily Sprugasci, Recreation Manager - 7/27/21 submission

Action Plan: Q1

- The Agency seeks authority from the Town to coordinate with South Bay service providers. Agency to act as a gateway for all older adult services, such as transportation, nutrition, wellness checks, social services/case management, and social/emotional and recreation programming.

Action Plan: Q2 – Oversight of Trinh Nguyen

- Expand new events to include a New Year's Membership Kickoff and Community Outreach event and a Spring Dance and Volunteer Appreciation Day as noted within "Volunteer Opportunities." We currently host the Summer 55 Plus Picnic, Fall Thanksgiving Luncheon, Winter Holiday Gift / Recognition event.

Action Plan: Q3 – Oversight of Trinh Nguyen

- Collaborate with additional print and video-based media to provide community updates. The Agency initial goal includes KCAT and Los Gatos Weekly (Community Briefs and Bay Area In-person / Virtual Events Sections)
- Expand the 55 Plus Membership offering to include low cost or members-only league play for cornhole, ping pong, bocce ball, and pickleball.

Action Plan: Q4 – Oversight of Trinh Nguyen

- Continue to collaborate with all service providers through schedule monthly/quarterly meetings to guide and support their efforts as programs expand to meet growing needs.
- With full grant funding, the Agency's stretch goal is to increase 55 Plus membership numbers to 2,500 by Q4 by extending outreach and marketing efforts to more strongly connect our current community with the services and programs available.

Harrison Paist, Director of Finance - 7/27/21 submission

Action Plan: Ongoing

- Track and report financial results of grant award.
- Represent the Agency by participating in CHSSC Subcommittee and review financial performance.

Nancy Rollett, Executive Director - 7/27/21 submission

Action Plan: Ongoing

- Coordinate with South Bay service providers. Agency to act as a gateway for all older adult services, such as transportation, nutrition, wellness checks, social services/case management, and social/emotional and recreation programming.
- Collaborate with additional partners and service groups, including and not limited to the Chamber of Commerce, Live Oak Nutrition, West Valley Community Services, SASCC (Outlook / RYDE), Los Gatos Lions, Kiwanis, Rotary, and appropriate public organizations to connect them to our website and the latest copy of THE PRINT.
- Recruit volunteers from within partner service groups.

Commission Goal : Sustainability and the future - 7/27/21 submission

Agency Long-term Goals

- Establish the Adult Recreation Center as a Community Wellness Center by coordinating a dedicated medical professional (pharmacist or a nurse to administered wellness checks and the seasonal flu shots) to be onsite on a regular basis and allocate appropriate facility space with published office hours for 1:1 resource meeting.
- Expand coordination and connect our community with expanded food service and delivery with Live Oak Nutrition and / or West Valley Services.
 - Through additional LGS Recreation staff support and/or facility access, the program and partnership could expand to serve more meals and more seniors each week.
- Deepen our relationship with local colleges to offer more senior services/classes including free or low-cost health and wellness offerings.
- Expand upon specialized programs and work more extensively with local hospitals to bring clinic-to-community rehabilitation programs and services.
- Collaborate with Live Oak Adult Day Care to develop programs for those with Alzheimer/Dementia. Special certification required.
- Investigate the development of a 501c3 “Friends of 55 Plus” nonprofit for potential donor development to further subsidize and extend our reach.

Commission Goal : Sustainability and the future Cont'd - 7/27/21 submission

Recommendations

- Agency to continue to apply for grants annually as afforded by available resources with the intention to dedicate these funds to program expansion and support of collaborative effort.
- It may be possible to offset the benefit of ARPA funding when it expires with the combination of:
 - Town rent forgiveness
 - Donor Development
 - Agency fee-based programming

Sample Newsletter Cont'd - 7/27/21 submission

County Fire FREE Classes
 Sign up for online and in-person Disaster Preparedness & Home Safety Classes.

County Fire Fire To Register



Live Oak Nutrition & Service Center
 Meal services available. Call 408-354-0707 24-hours in advance to reserve your meal.

July Menu

workshop at the Los Gatos High School Gardens on Saturday, July 24 from 9:30am - 11:30am. Register at [Community Workshop](#)

Safari West
 Discover the wildest Africa in the heart of wine country! At Safari West, every day means adventure as we journey out in search of herds of wildebeest, romping rhinos, and towering giraffes. From ring-tailed lemurs to the dazzling zebras, nearly 900 animals from over 80 unique species roam through our 400-acre preserve. All that's missing is you... A buffet lunch is included on your trip. Activity Level: 2 (moderate activity) - Trip is on Wednesday August 25th from 8:00am - 7:00pm. Register at [Safari West](#)



Membership Renewal
 Don't miss out! Programs and services continue to be available we even have some new options to join. Our membership is so great. Be the best, safest way possible. Be sure to complete your 2021 membership and remind your friends.



COVID-19 Vaccination
 Vaccine appointments are now available to all those 16+. Click on the links below to make an appointment.

MSJ Public Health



Updates
 Happy Friday!
 We hope you are all well and we are thankful for the opportunity to continue to connect with each of you. We have some helpful reminders and important new updates to share with you this week.

Live Oak Nutrition and Service Center
 Meal services continue to be available. Call 408 354 0707 24-hours in advance to reserve your meal. Click on the link below to view current menu. [May Menu](#)

Modified Services
 - ADMP Tax Preparation - Ernie Hiri, local tax preparer
 - SBA Loans (microloans), call to book (408) 295-5991
 - SBA Loans (microloans), call to book (408) 295-5991
 - Business JMCAP; (408) 350-3200
 - Many of Lynette's programs are coming back!
 - Reader's Theatre, Style Again...But Not By Chance, and more. Email Lynette for info. lahondalynette@earthlink.net



Online Class Highlights

Santa Clara County Brain Health Symposium
 Stay Sharp: A Healthy Brain at Any Age
 Friday, May 7 at 10 AM
 This program will bring together subject matter experts and champions in the fields of aging and cognitive health. It will highlight the role of various lifestyle strategies while providing opportunities for collaboration and connection with community members, health care professionals, policymakers, and stakeholders. [SCC Brain Health Symposium](#)

Democracy Test
 Mondays, 10:30am - Noon
 Monday's Zoom session will be an open discussion on any topic that you choose impacting Los Gatos and our neighborhoods. Fire season is near, Town is working on a new budget, concern over racism in LG, schools open/reopening...lots going on. You decide what you want to ask about.

express a concern, or support. Basically, we are following the Town's new mantra - Listen, Learn, Change. There are several Town of Los Gatos meetings scheduled for next week that will have long-term impact on all of us: May 3, 5pm Special Finance Commission - Town Budget proposal, May 4, 10am Development Review Committee, May 4, 7pm Town Council, May 6, 6pm General Plan Advisory Committee Special Meeting. Agendas and details are available on the Town's website.
<https://www.townoflosgatos.com/join-us/060873170e2c-70c0-6e33-83a0205e1a1e6a1>
 Join Zoom Meeting
 Meeting ID: 863 4808 8761
 Password: 5D7J2K

Santa Clara County Fire Dept. & CAL FIRE
 Click on links below to register. Follow on Eventbrite to stay informed about upcoming safety classes and community events: <http://bit.ly/sccfireinfo>

Recovering From Wildfire
 Meet chefs from SOCFD, learn more about wildfire insurance, and listen to wildfire survivors share their stories of loss and recovery.
 Tues, May 4, 6:30pm to 8:00pm
 Thurs, May 10, 6:30pm to 8:00pm
 Understanding Homeowners Insurance in High Fire Risk Areas
 Program topics include: shopping for insurance, insurance coverage and limits, what to do after loss, availability in high risk areas, and what total loss owners should know
 Thurs, May 10, 6:30pm to 7:30pm
 Tues, May 12, 6:30pm to 7:30pm

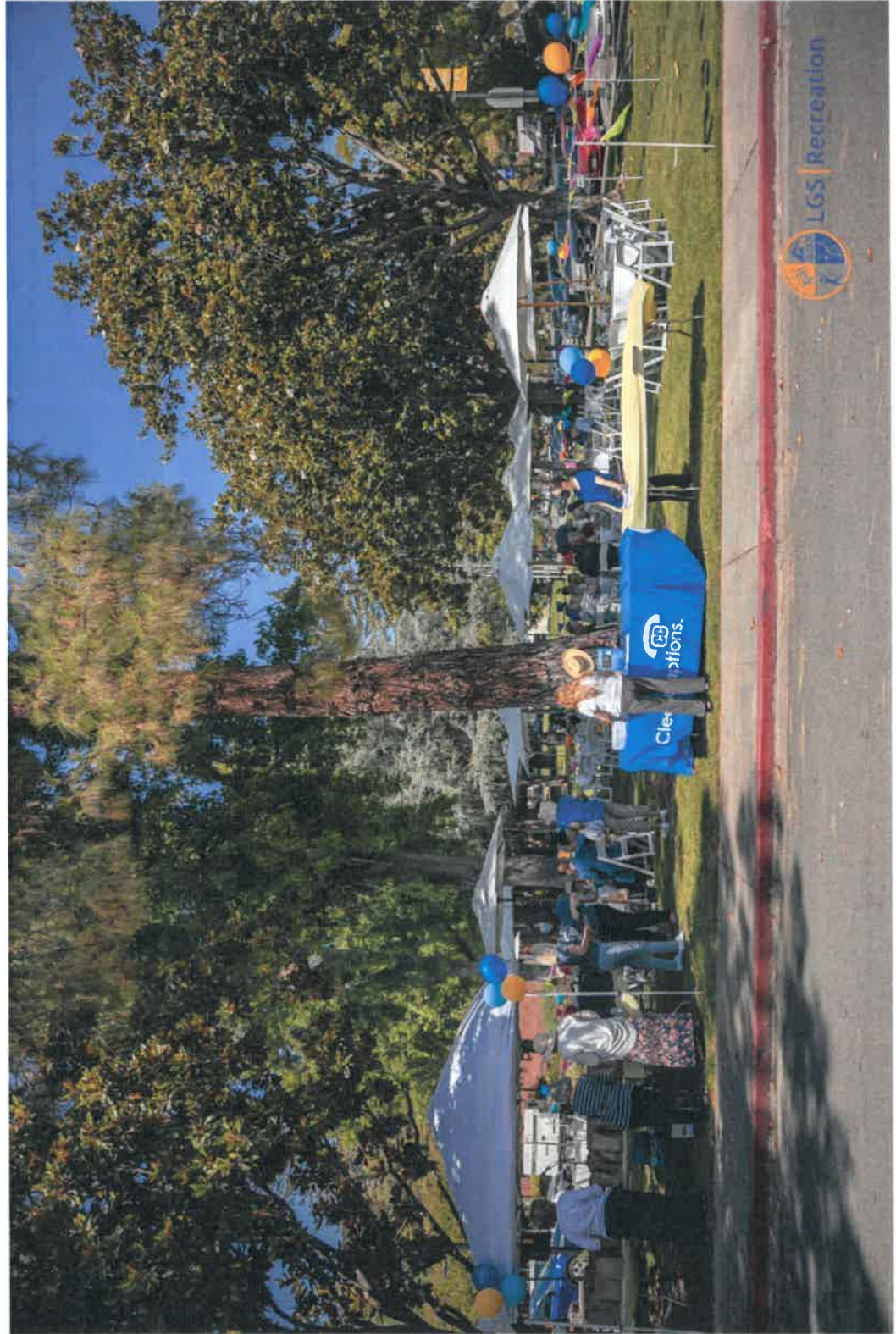
Telehealth Program - SJSU Nursing Department
 Wednesdays, 10:00am - 11:00am
 Last week the students put together a beautiful presentation on [What is COVID-19 Vaccination & California Contact Back Up](#) and a reflection of [Our Lives With COVID-19](#). Be sure to join us every Wednesday. Last meeting for the season is May 12th!



New Fitness & Stretching Videogal
 Join Recreation Coordinator Trinh Nguyen for exercise and stretching videos you can do from home!

Exercise Videos

Questions / Comments - 7/27/21 submission





LOS GATOS SENIOR SERVICES PROPOSALS

The Town of Los Gatos has made a significant commitment to engaging the local Older Adult community. As part of that commitment, the Town Council has empowered their Community Health and Senior Services Commission to seek out proposals for potential services and events that will enrich the lives of Town residents as they age.

The Saratoga Area Senior Coordinating Council (SASCC) is a 501(c)(3) nonprofit organization, in business locally for over 40 years. Our operations include the Saratoga Senior Center, Saratoga Adult Care Center, R.Y.D.E. Senior Transportation Program, and The Outlook Community Newspaper.

Below is a brief description of the proposals contained herein, that we respectfully submit to the Community Health and Senior Services Commission for consideration.

- **The Outlook** – An Age Friendly community newspaper reaching every home in Los Gatos on a monthly basis. The Outlook can be used in a variety of ways to reach Los Gatos residents with important information, public notices, and community news.
- **Community Assessment Survey for Older Adults (CASOA)** – Serves as a strategic planning and evaluation tool. Data from the survey are used to develop informed service plans and to determine how resources may be allocated to achieve desired short-term goals, as well as to assist in forecasting long-term needs and solutions.
- **Senior Services Coordination** – Creating a new roadmap for the Town's Age Friendly efforts, using the Community Assessment for Older Adults data as a guide.
- **Los Gatos Age-Friendly Health Fair** – A free and fun community-wide event designed to encourage healthy living and an active, engaged lifestyle across all ages. Free health screenings, vaccinations, resources and information for the whole community.
- **Los Gatos Senior Resource Drive-Thru Events** – Popup resource fairs designed to provide support, information, community resources and a free meal to older adults while they remain in the comfort of their vehicles.

With the exception the CASOA and Coordination services, these projects can be engaged a la carte. The Senior Services Coordination efforts are intended to be guided by CASOA results.

SASCC is committed to being a part of the matrix of Los Gatos senior services. It is our hope that the Commission and Council find merit in these offerings.

LOS GATOS SENIOR SERVICES

Proposals by SASCC

THE OUTLOOK – COMMUNITY NEWSPAPER

Community news keeps residents informed and engaged

The Outlook is delivered to over 30,000 homes in Los Gatos and Saratoga every month, bringing much needed local news and updates to West Valley residents. The City of Saratoga is currently utilizing our paper to reach not only the Older Adult community, but the entire local population with their messages. We can provide the same access to our readers to the Town, helping to increase civic participation and inclusion.

Examples of ways the Town can leverage The Outlook:

- **Dates, times and locations of important hearings, meetings, and events:**
 - General Plan Update
 - North 40 Project
 - Wood Road Senior Housing Project
 - Town Council, Planning Commission and other meetings

- **Recruitment efforts for local Commissions, groups and panels:**
 - Youth Commission
 - Planning Commission
 - Community Health and Senior Services Commission
 - CERT

- **Public notices:**
 - Messages from the Mayor and Chief of Police
 - Fire safety tips from County Fire Department
 - Town-wide event calendar
 - Disaster and fire preparation and response

A partnership with SASCC in the areas of Communication and Marketing answers affirmatively the following questions from the Commission's guidance on proposals for Short-Term Service Provision Options:

1. If the Town partially funds The Outlook, will it receive page/content access? – **YES**
2. Would The Outlook incorporate Los Gatos centric news? – **YES**
3. Would this relationship be similar to that with Saratoga? – **YES**

This project has ample opportunity to achieve sustainability after ARPA funds have been depleted. This round of funding will help us reach critical mass in terms of readership, validity, and reach into the local donor pool. Also, the financial commitment is one that the Town may wish to continue after assessing the value of our communication tool.

Financial Commitment: \$30,000

COMMUNITY ASSESSMENT SURVEY FOR OLDER ADULTS (CASOA)

"A vision, without a plan, is just a hallucination." – Will Rogers

In 2016, SASCC embarked on a mission to respond to the World Health Organization's call for communities to become more Age Friendly. We knew that any effort requiring significant time, money and coordination should start with a solid analysis of reliable data relating to the issue(s) being addressed.

We sought out and interviewed three consulting firms who had surveying products appropriate for our desired outcomes. The National Research Center (NRC) has by far the best product, the CASOA. Their methods offer statistically significant responses and results for a targeted community, and the benchmark survey data is compared against national data from their research database of CASOA results from 175 communities with responses from more than 35,000 seniors.

The results of the Saratoga CASOA were statistically valid and yielded a trove of valuable information. Nearly 2,000 surveys were mailed out to residents over the age of 60. We garnered a response rate of 32%, with a margin of error of 4%. The data allowed us to be almost surgically responsive to the needs of older residents, as described by them.

We found this method and the results gained to be superior to smaller, less representative focus groups which tend to favor more mobile seniors who have access to the internet and are connected more deeply to the community.

In order to develop a clear roadmap for the development of specific, achievable short- and long-term Los Gatos senior services, SASCC recommends the following:

- **Conduct a Los Gatos CASOA as a First Step** – SASCC has valuable experience in conducting a successful CASOA, and using the resulting data to help inform a path forward.
- **Recruit the right stakeholders for the working group** – Data is the foundation upon which to build, but you need the right team to get past the starting point. SASCC is well connected and can assist in recruiting key stakeholders to the working group.
- **Publish the results** – Let the community in on the process. Publishing curated data points and the associated action items will encourage participation and reassure the community that meaningful results are within reach.

This is a one-time expenditure that does not require sustained funding. SASCC will present the findings of the CASOA to the working group and help guide the process.

Financial Commitment: \$21,500

SENIOR SERVICES COORDINATION

Achieving true sustainability requires coordination, not necessarily centralization

Every community is different. Los Gatos has been trying for some time to improve the landscape for its aging population, but solutions have been elusive. Funding is a necessary component, but simply throwing money at a problem rarely solves it. The question is how to build a lasting network of current and future Los Gatos providers to achieve continuity.

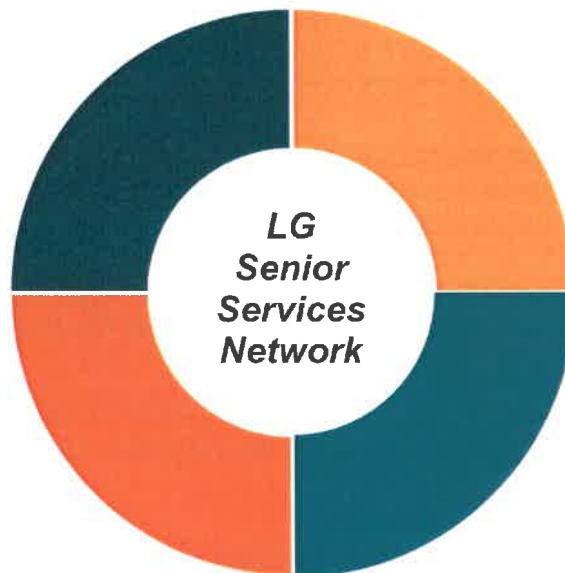
Below is an example of how coordination may be achieved, but the list of providers and offerings are not complete. For the purposes of this proposal, SASCC would be the lead agency in mapping out the existing landscape and producing a coordination plan that would include all stakeholders, their offerings, and the marketing collateral used to communicate the information to the community. This goes beyond creating a repository for senior services, this project will create synergy between the current providers and their offerings to improve and strengthen the overall perception of Los Gatos support systems for aging adults.

SASCC

- Supplemental services
- Annual events
- Communication
- Referrals and information
- Consultancy and coordination services

LIBRARY

- Workshops
- Seminars
- Educational opportunities
- Onsite offerings
- Cognitive stimulation



LGS REC

- Daily, weekly classes and activities
- Auxiliary services
- Onsite offerings
- Referrals and information
- Under contract

LIVE OAK SNP

- Serves the most vulnerable
- Handles food insecurity
- Access to unhoused seniors
- Safety net resource

Senior services are SASCC's core competency. We can provide supplementary and stop-gap services in coordination with the other providers, reduce duplication and redundancy, increase access to services, and create a communication plan that will make it easy for seniors to navigate the offerings. This offering is designed to work in tandem with CASOA results.

Financial Commitment: \$63,500

LOS GATOS AGE FRIENDLY HEALTH FAIR

A celebration for all ages to promote health and wellness while having a great time!

One of SASCC's most popular events is our annual Age Friendly Health Fair. This event brings together people of all ages to enjoy a fun-filled day. SASCC organizes and hosts each fair, inviting over 30 community service agencies to offer services, resources and information to the public. Average attendance is around 500 people. Below is a description of what the SASCC Health Fair offers to residents:

- **Free health screenings and vaccinations** – Blood pressure checks, BMI assessments, blood glucose tests, hearing screenings, flu vaccinations and potentially COVID vaccination are all offered free of charge to the public, all ages welcome.
- **Information and resource tables** – Over 30 local vendors offer resource tables with information and free goodie bags for attendees. Past participants include local physicians, service organizations (Rotary, Lion's, etc.), City representatives, etc.
- **Workshops and educational presentations** – We invite speakers and educators to give talks on various health related topics that attendees can take part in.
- **Free lunch for the first 250 attendees** – Thanks to our partnerships locally, we are able to provide a free, nutritionally-balanced meal to the first 250 attendees.
- **Fun for the kids** – Bounce houses, face painting, carnival-style games led by the Youth Commission, and free ice cream!
- **Free raffle** – We incentivize attendees to visit every resource table by providing a raffle ticket for every table you visit. At the conclusion of the event we do a drawing and give away great prizes.
- **Veterans Resources** – Many older veterans do not understand or take advantage of their VA benefits. We have VA representatives on site to sign people up for services, help them understand their benefits, and make use of them.

Holding an Age Friendly Health Fair in Los Gatos would be an excellent way to build awareness around the goals of the Commission and Council as it relates to Senior Services. SASCC has built a model for sustainability that includes event sponsorship, fundraising, and grant applications. We would use these one-time ARPA funds as a springboard into the community that will allow us to build connections and awareness that will lead to future funding sources.

Financial Commitment: \$30,000

LOS GATOS SENIOR RESOURCE DRIVE-THRU EVENTS

Bringing the resources to the people, encouraging safe interaction in a convenient setting

After COVID-19 closed down all of our in-person offerings, we knew we had to find innovative ways to support older adults that went beyond virtual activities. Our team came up with a novel idea - bringing the resources within reach of seniors in a safe, socially-distanced setting while seniors remain in their vehicles. We reached out to our community partners and curated a list of services that seniors wanted access to, based on survey results from our members.

At every Senior Drive-Thru Resource Fair we offer the following:

- **Information and resources** – A select and limited number of tables are hosted by local community service agencies are stocked with resources seniors are able to take home at no cost.
- **Support services** – We choose the participating agencies carefully to ensure a thoughtful balance of resources. No duplication or redundancy. Attendees are able to ask questions, get contact information from providers, and sign up for needed services.
- **Free PPE and COVID-19 Resources** – SASCC's relationships include Public Health, private medical providers and local foundations and service organizations. Each attendee receives masks, gloves, and hand sanitizer. They are also provided with information on vaccination sites and up-to-date information and guidelines from County Public Health.
- **Free nutritious meal** – Many of the seniors who attend our events are suffering from food insecurity and malnutrition. We offer a free meal to attendees while supplies last, and for those who need continued support we refer them to the Los Gatos Senior Nutrition Program.

We recommend hosting these events at least quarterly. SASCC has already developed a relationship with the Methodist Church of Los Gatos for hosting, but with support from the Town we would be able to find other locations closer to isolated seniors. We project the Drive-Thru Fairs to continue for another year, as many seniors are still apprehensive about reentering society. We would reassess the need and demand for these events over the next 12 months. Sustainability post-ARPA can be achieved through a mixture of Community Event grants, local sponsorships, and fundraising activities.

Financial Commitment: \$10,000



On behalf of the Board of Directors of KCAT TV15, the Los Gatos-based nonprofit community access television station, I am pleased to present the following proposal for consideration of American Rescue Plan Act funding by the Community Health and Senior Service Commission (CHSSC) on a new, impactful and, once established, sustainable TV and radio production program for the betterment of our senior "55 plus" community.

"THE PRODUCERS" PROGRAM OVERVIEW

KCAT is excited to build a community of age 55+ volunteers who are post-career, into retirement and beyond with an interest in running our growing local public access TV and, new this year, internet radio station. We are calling this program THE PRODUCERS. With this program, KCAT will empower our community's valued seniors to share their voice and perspective on issues, challenges and joys of our community, via TV, film and radio broadcast production.

Having watched and learned about the successes of senior-produced programming from colleagues at other public stations around the Bay Area, the KCAT board and I have wanted to offer this to the Los Gatos community for years. KCAT staff has deep expertise in teaching and training community members how to produce, film, edit and broadcast video, TV shows and now radio. With support from this short-term Town-affiliated ARPA funding, KCAT will be able to launch a sustainable program for senior producers, cinematographers, editors and on-air talent!

THE PRODUCERS will bring a wealth of value and skills to KCAT and our community in a fun, exciting and innovative way for them and for us. The positives are abundant: a proven business model with an immediate program implementation; inclusive and creative environment; ongoing results and measurements; camaraderie; and a "plug and play" TV and radio studio!

ABOUT LOS GATOS PUBLIC MEDIA INC. / KCAT TV15

Los Gatos Public Media Inc. is a 501(c)(3) nonprofit public benefit corporation providing public, educational and community access cable television and internet radio facilities via its KCAT TV station (on Comcast channel 15) and digital media center. Located on the Los Gatos High School campus, KCAT offers the community an interactive platform for collaboration, connection and engagement. We enable everyone to share stories, amplify messages and raise visibility through TV, streaming, on-demand videos, social media channels and internet radio. In addition to teaching year-round multimedia classes for youth, our in-house staff provides professional screenwriting, filming, podcasting, editing and video production services for individuals, organizations and businesses; recording, broadcasting, and streaming of local government meetings; and public access to media tools, equipment, training, and low-cost studio facilities. Celebrating 38 years of service, KCAT TV & Radio enables opportunities to create deeper connections by bringing together diverse communities. Our nine-member board of directors sincerely appreciates its viewers, staff and the incredible support of the Town of Los Gatos, City of Monte Sereno, Los Gatos Unified School District, wonderful sponsors and generous foundations and donors.

ENDLESS OPPORTUNITIES FOR EVERYONE

THE PRODUCERS program is intended to be a new, impactful and, once established, sustainable TV and radio production program for the betterment of our senior “55 plus” community. Implementation of THE PRODUCERS will contribute to decreasing senior isolation and increasing senior engagement and programming, noted issues of concern to CHSSC.

Conveniently located on the Los Gatos High School campus, the KCAT TV studio, Control Room and Podcast/Radio studio provides an additional venue and workspace for Los Gatos seniors to gather while sharing their talents and learning new skills; creating; socializing; and enjoying accomplishments with friends and neighbors.

We know that television remains a beloved platform to all for news and entertainment, particularly in our current digital media environment. In that spirit and as a local public access station, KCAT is seeking volunteer adults aged 55+ (individuals and teams) to learn about and then focus on the entire TV and radio on-location and in-studio production process, from talent searching, technical operations, directing and scheduling to developing original content, scriptwriting, set design, curating shows, running news and sports, and organizing a solid business model consisting of advertising and revenue streams.

We’ve seen this model work at other Bay Area public access TV stations and believe that by empowering our seniors, we’ll create a dynamic new program for our community!

INCLUSIVITY: SIMPLY BRING YOUR LIFE EXPERIENCE

THE PRODUCERS program will include seniors of any age, active/non-active, skill set, time limitation or desired role. The beauty of KCAT’s model is everyone is free to incorporate their everyday interests, skills and talents in a fun and meaningful way while meeting new people and creating community. Every PRODUCER will be a valued participant, have clear expectations and the resources to be successful in a collaborative, fun, creative and fulfilling environment.

KCAT envisions a stream of individuals and groups of seniors coming in-studio to develop and produce entire seasons of shows on an on-going, “rolling” basis, with one group following and coordinating with the other as they navigate the production process together.

Examples of identifiable personality traits that can be transformed into exciting roles at the TV & Radio station:

- Love to write...letters, notes, anything? We can offer feature story writing and advertising copywriting, scriptwriting, cue cards
- Have the gift of gab? Be an actor, floor director, podcast host, news anchor
- Good with numbers? We have budgeting opportunities, TV scene schedules, equipment orders, viewership ratings and metrics
- Organizing a passion? Organize our production schedule, develop workflows, keep equipment in order

- Engineering/technical your thing? Then a TV station is a paradise for you!
- Strategic thinker? Brainstorm and develop plans for ad campaigns to market the new shows
- Love marketing and revenue? Bring your business acumen to drive sales and sponsorship opps

As a community access TV station, we are always looking for local content. Here are some ideas that THE PRODUCERS could embrace when brainstorming to create a TV show with an entire season of episodes:

- Cooking, Favorite Local Restaurants, Farm to Table,
- Painting, Crafts, Art History, Intro to Art and Wine, Antiques
- Gardening, Planting an Herb Garden, Bird Watching
- Road Tripping in the USA, Best Local Trails, Health & Wellness
- Local News, In-depth Stories and Interviews, Trivia, documentaries

THE PRODUCERS will have complete freedom to bring their ideas to life and create shows of interest to them and the community. Here is an example of how large groups with a variety of talents can produce a show:

Let's say someone identifies as having "the gift of gab" from the list above. That same individual also loves to bake and has a friend who bakes as well. They would have a great time as hosts of a new cooking show! KCAT would then assist in finding other individuals to produce, direct, write scripts, film, edit and market an endless amount of episodes. As a team, everyone involved shares in the pride of creating "The Baking Show" and seeing their names in the credits as their production comes to life through the magic of television! What could be a more exciting reason to celebrate our volunteers!

SUSTAINABILITY AND REACH

With the support from ARPA seed funding, KCAT will take its training expertise to local seniors. THE PRODUCERS will be certified as qualified to use KCAT's equipment, in studio or on location. Importantly, after training and with experience, THE PRODUCERS will have the skills necessary to continue to produce their own shows for broadcast and internet distribution in the years to come. Participants in KCAT's inaugural year of THE PRODUCERS program will be able to pass on their knowledge to incoming seniors.

Our Comcast TV Channel 15 geographical area served includes Los Gatos and Monte Sereno, California; however, because we offer streaming and on-demand programming at www.kcat.org, Apple TV or Roku, our geographical area extends to Silicon Valley, the Bay Area and beyond—essentially, we're viewable worldwide through our website. The same can be said for our new KCAT internet radio, which will be available via an internet radio website and through Spotify and other streaming services.

CROSS-GENERATIONAL

KCAT has a substantial presence on the Los Gatos High School campus and works closely with middle, high school and college students throughout the community. We intend to foster and encourage an atmosphere of collaboration and learning experiences shared by seniors and our youth. This is a win-win environment: THE

PRODUCERS will benefit by new digital/social media and mobile approaches familiar to youth, and the youth will be able to leverage the experience and skill set of THE PRODUCERS.

BRING BACK LOCAL INITIATIVE

KCAT will encourage THE PRODUCERS to help fill the local news gap by embracing a “Bring Back Local” initiative. We’ll inspire the kind of locally sourced TV and podcast content that our community desperately misses. THE PRODUCERS volunteers will help spread the word about this unique new senior program by contributing feature stories and news articles to local publications that seniors read. Additionally, our senior volunteers who are trained for on-location filming and interview technique will themselves become valuable resources and ambassadors within our community: They will be able to film community events, LGS Recreation programs, ribbon cuttings and service club projects, for example.

THE PRODUCERS ROLL-OUT PLAN & BUDGET

The requested short-term funding of \$200,000 will be allocated as follows:

- \$60,000 **THE PRODUCERS Program Engagement & Marketing Manager**
 - Develop an ongoing and adaptive plan to recruit seniors 55+; implement an ongoing marketing strategy that results in measurement, such as number of volunteers recruited and active; identify, develop and match people’s skills and interests to roles, create and manage database, implement programs, such as friends bring friends, etc.
- \$20,000 **Program Volunteer Coordinator**
 - Supports the manager: admin, scheduling, follow-up, meetings, coordinating events
- \$40,000 **Tech Support & Training**
 - Ongoing classes/training by KCAT staff and outside resources for seniors to learn the TV station, become proficient in using equipment and develop skills and interests
- \$30,000 **Marketing and engagement**
 - Create an exciting video outlining THE PRODUCERS program and distribute it to all senior living facilities, active adult groups, Nextdoor, TV before Council meetings, etc.
 - Continual distribution of print ads and articles (The Outlook), TV, and Radio ads, flyers, social media platforms; social activities, volunteer recognition events
- \$10,000 **Content curation and programming**
 - In addition to producing new content, curating content for KCAT TV is another exciting project for seniors, for example researching and purchasing documentaries, student films or other shows from around the Bay that would draw community interest on TV
- \$40,000 **Program-specific equipment**
 - Purchase program-related and user-friendly equipment beyond the full KCAT inventory
 - In support of programs, software and license subscriptions will be purchased that are necessary to produce a show, for example: editing, graphic templates, music, etc.

KCAT management will oversee THE PRODUCERS program budget. KCAT adheres to strict accounting of employee hours and will be happy to provide programmatic expenses or performance reports as agreed upon.

IMPLEMENTATION PLAN

PHASE ONE: RECRUITING VOLUNTEERS

- Host an event with Town Council members, all Los Gatos Commissioners, community members to create “buzz,” raise awareness of the program, and kickstart outreach to our senior community for the THE PRODUCERS. An exciting recruitment video will be shown as well as distributed on key platforms
- Event will feature a tour of KCAT TV & Radio facilities, presentation of THE PRODUCERS program and a demonstration of equipment available to seniors 55+.
- Initial marketing campaign to promote THE PRODUCERS: distribute flyers, posters, TV and radio ads; post on Nextdoor, social media; connect with community partners, nonprofit groups; word of mouth; contribute feature stories and news articles to local senior print publications such as The Outlook.

PHASE TWO: MATCH GAME

- Onboarding, matching and prioritizing participant skills with roles, introducing creative process to produce shows and create content.
- Volunteers will begin classes taught by KCAT staff to learn studio and on-location equipment operation, scriptwriting, acting techniques, editing, etc.
- Timelines will be created for THE PRODUCERS team to begin the journey of producing their shows

PHASE THREE: LIGHTS, CAMERA, ACTION!

- We will have a Watch Party and Celebration event for THE PRODUCERS show!
- Spread the word and let family, friends and the community know when and how to watch new shows on KCAT TV by THE PRODUCERS

DATA / TRACKING / MEASUREMENT

THE PRODUCERS program is intended to be a new, impactful and, once established, sustainable TV and radio production program for the betterment of our senior “55 plus” community. Our long-term goal is having individuals and groups of seniors become KCAT TV and radio producers, developing and directing entire seasons of shows on an on-going, “rolling” basis.

During this inaugural year, THE PRODUCERS program’s effectiveness will be evaluated in the following ways:

- Satisfaction of the senior participants: 100% of the seniors participating in the THE PRODUCERS will say that they have gained valuable skills and experiences
- Participants will enjoy the program which will encourage them to bring others to join the fun.
- Number of active THE PRODUCERS groups: Our goal isn’t so much the quantity of shows but having multiple groups of seniors getting together to learn and implement the TV, podcast or radio entire production process: brainstorming, scriptwriting/storyboarding, producing, directing, filming, acting, tech, editing, marketing, and sponsorship/business planning. KCAT intends to create 5-10 such groups, approx. 30-50 active participants, during the inaugural year.

- KCAT will measure audience viewership, listenership and engagement through analytics, ratings providers, surveys, targeted advertising, and online and social media strategies to drive viewers, and possibly subscription services.
- Percentage of participants that join a post-inaugural year production team: KCAT will strive to have 50% or more of the participants continue on to produce original broadcast content past THE PRODUCERS' inaugural year which will be sustained through show sponsorships, fundraising and grants secured by THE PRODUCERS and KCAT staff.

Thank you for your strong consideration to fund this exciting new program that will benefit our Adult 55+ community in so many ways.

If you have further questions or thoughts, please feel free to reach out to me anytime.

Melissa Toren
Executive Director
KCAT TV15
melissa@kcat.org



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 09/07/2021

ITEM NO: 8

DATE: September 2, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Creekside Sports Park - Approve Ongoing Seasonal Field Lighting and Provide Feedback on Capital Maintenance Funding Needs

RECOMMENDATION:

Creekside Sports Park - Approve ongoing seasonal field lighting and provide feedback on capital maintenance funding needs.

BACKGROUND:

Creekside Sports Park is the Town's premier sports facility completed and opened in 2012. Since the opening of the Park, utilization has been very high especially during after school hours and weekends when Los Gatos United Soccer League and West Valley Red Hawks Lacrosse Club have exclusive use of the field. Even during school hours, the field is used by the community for practice exercises and pick-up games daily. The field turf is a synthetic artificial turf and asphalt base infill, with a design life of approximately 10 years.

DISCUSSION:

Park utilization has continued to increase as popularity of the Park and related activities grows in the community. With this increased popularity comes a growing demand for programmed access to the field by the youth leagues in an already saturated schedule. Earlier this year due to the COVID-19 pandemic, Parks and Public Works staff made an administrative decision to allow the use of portable solar LED lighting on the field to extend the field access to 8:30 p.m. in an effort to spread the practices and training camps apart. This pilot effort was extremely successful with no effect to the surrounding neighborhood as the 8:30 time limit is customary during summer season's natural lighting. In addition, the Soccer League was diligent in adhering to the agreed upon time limits.

PREPARED BY: Jim Harbin
Superintendent

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

DISCUSSION (continued):

With Soccer League usage increasing by 20 percent this year, Los Gatos United Soccer League is again seeking support from the Town in continuing the use of temporary solar LED lighting to extend field use time this year. Los Gatos United will fully fund the temporary lighting. If this practice continues to be requested and accepted by the community, Parks and Public Works staff will consider bringing a more permanent lighting solution for Council consideration in the future.

With the current popularity of the field and the expected future increases in utilization, the synthetic turf is quickly reaching the end of its useful life. Parks and Public Works staff manage contracted routine maintenance of the turf for cleaning, combing of the infill, and striping, maintenance activities that ensure maximum life of the asset. However, the field is uneven in high use areas and there are issues with ponding due to compacted areas of the sub-base material. In addition, rubber asphalt-based infill is no longer desirable as it is very hot in the summer and produces a strong asphalt odor. This type of infill also tracks and splashes around the players and becomes difficult to contain in the synthetic turf. New materials would provide a much improved environment for play.

Perimeter netting at the field is in place to contain the soccer and lacrosse balls within the field of play, protecting spectators and the parking lot from injury and damage outside of the field area. The netting has been patched many times, but the existing netting is old and frayed and can no longer support the patches.

The cost of replacing the field is expected to range from \$500,000 to \$900,000, with the higher end representing the existing high-quality field. Staff has discussed cost sharing options for funding replacement work with the league partners Los Gatos United Soccer League and West Valley Red Hawks Lacrosse Club. Both are amenable to capital contributions. Where appropriate, staff will use the budget process to administer replacement work.

CONCLUSION:

Lighting of sports fields can become a controversial subject in some neighborhoods. Los Gatos United Soccer has administered their program responsibly and staff recommends ongoing continuation.

Capital maintenance needs will be significant over the next several years. The Town Council may want to provide guidance to the partners on funding of expected costs to allow time for fund raising.

PAGE 3 OF 3

SUBJECT: Creekside Sports Park - Approve Ongoing Seasonal Field Lighting and Provide
Feedback on Capital Maintenance Funding Needs

DATE: September 2, 2021

FISCAL IMPACT:

None associated with this agenda item.

ENVIRONMENTAL ASSESSMENT:

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



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 09/07/2021

ITEM NO: 9

DATE: September 2, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Create a New Project in the Fiscal Year (FY) 2021/22 Capital Improvement Program Budget for Civic Center Security Improvements and Authorize an Expenditure Budget Adjustment in the Amount of \$110,000 from Available General Fund Appropriated Reserve (GFAR) and Authorize the Town Manager to Enter into an Agreement not to Exceed the Budgeted Amount.

RECOMMENDATION:

Create a new project in the FY 2021/22 Capital Improvement Program budget for Civic Center Security Improvements and authorize an expenditure budget adjustment in the amount of \$110,000 from available General Fund Appropriated Reserve (GFAR) and authorize the Town Manager to enter into an agreement not to exceed the budgeted amount.

BACKGROUND:

On August 17, 2021, staff provided an update on the Town's Capital Improvement Program, including unfunded needs with recommendations for allocating additional funding to three projects. The Town Council provided feedback that the projected cost of one of those options, security improvements at the back of the Civic Center, was too high. Staff had preliminarily estimated \$275,000 to fully secure the area.

This project developed from staff concerns due to public access in the space between the Civic Center and Pageant Grounds. This area is currently programmed for staff parking and maintenance operations and posted for no public access. The area has been the location of a number of troubling incidents, including a vehicle pursuit, suicide by firearm, and attempted vehicle break-ins. These have led to serious concern for the safety of staff who use the area,

PREPARED BY: Matt Morley
Parks and Public Works Director

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

PAGE 2 OF 2

SUBJECT: Create a New Project in the 2021/22 Capital Improvement Program Budget for Civic Center Security Improvements in the Budgeted Amount of \$110,000 and Authorize the Town Manager to Enter an Agreement not to Exceed the Budgeted Amount.

DATE: September 2, 2021

BACKGROUND (continued):

especially late at night. Additionally, the location is frequented by bicyclists, skateboarders, and pedestrians, who use the space with impudence, racing down the hill without heed to vehicles that may be entering or exiting.

DISCUSSION:

Following the August 17, 2021 meeting, staff revisited the scope of the project, focusing on incrementally addressing immediate security concerns. The project scope originally included a fully fenced area that would completely eliminate public use. As a reduced scope, staff feels that adding a fence and pedestrian gate along the library end of the location and an automated vehicle gate along the Pageant Way side of the area would significantly improve the safety of the area. Pedestrian access would continue to be available; however, vehicles would not have access and the gate at Pageant Way would discourage speeding bicyclists and skateboarders.

This work could be done in such a way to allow for later implementation of the full plan should the Council wish to fund it at a future point. The estimated budget for this more limited project is \$110,000.

CONCLUSION:

Approval of the recommendation will allow for staff to proceed with addressing immediate security concerns and incremental phasing of this project.

FISCAL IMPACT:

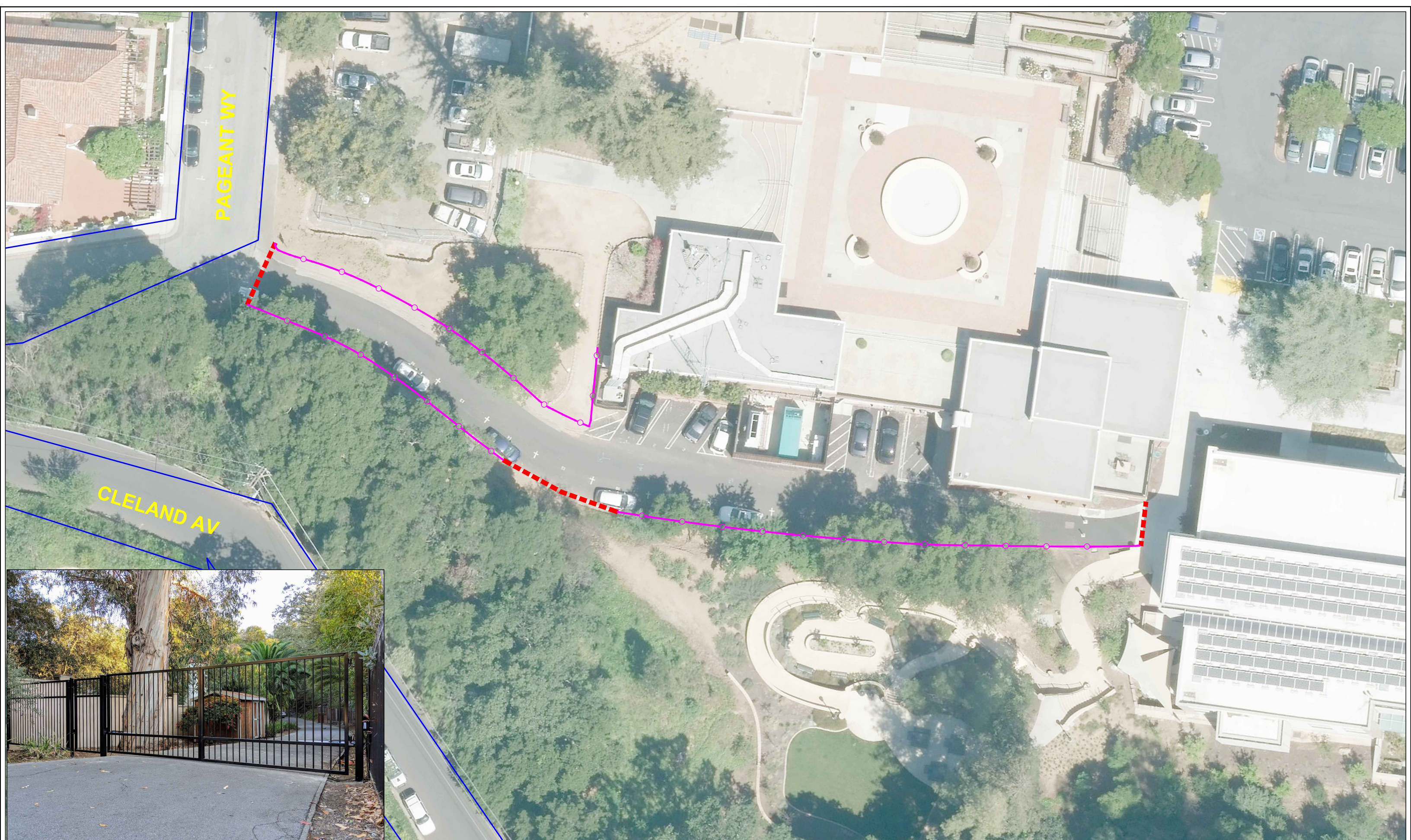
At the August 17, 2021 Council meeting, the Town Council discussed a General Fund Allocated Reserve fund balance of approximately \$1,675,000 and allocated \$742,000 to new and existing projects. The remaining balance of approximately \$933,000 remains available to fund the recommendation in this report and for future capital projects.

ENVIRONMENTAL ASSESSMENT:

This is a project defined under CEQA as being Categorical Exempt [Section 15301(f) Existing Facilities - Addition of safety or health protection devices].

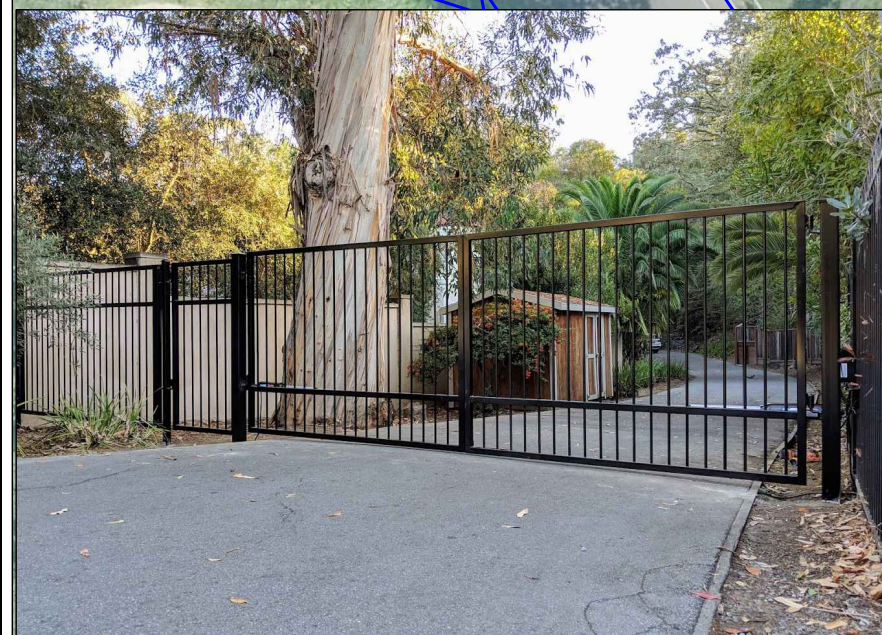
Attachment:

1. Conceptual Project Diagram



PAGEANT WY

CLELAND AV



CURRENT RECOMMENDATION



POTENTIAL FUTURE PROJECT



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 09/07/2021

ITEM NO: 10

DATE: September 2, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Consideration and Adoption of an Interim Urgency Ordinance of the Town Council of the Town of Los Gatos Extending the Water Conservation Urgency Ordinance for Ten Months and Fifteen Days

RECOMMENDATION:

Staff recommends that the Town Council extend the Water Conservation Urgency Ordinance (Attachment 1) for ten months, fifteen days.

BACKGROUND:

On June 9, 2021, Valley Water's Board of Directors adopted Resolution 21-86 declaring an emergency water shortage and calling for water savings of 15 percent compared to 2019 usage. Valley Water is a governmental agency that serves as the primary water “wholesaler” covering most of Santa Clara County and all of the Town of Los Gatos.

The San Jose Water Company (SJWC) is a private utility company that serves as the primary water “retailer” serving residents and businesses in the Town of Los Gatos. SJWC has implemented its Water Contingency Plan.

Both the SCVWD and SJWC are subject to regulatory and drought requirements of the California State Water Resources Control Board (CSWRCB) and the California Public Utilities Commission (CPUC). Neither Valley Water nor SJWC have authority to enforce regulations at the local level. It is through partnerships with local regulatory agencies like the Town that water conservation enforcement can occur.

The Town Council passed a 45 Day Urgency Ordinance on August 3, 2021 to facilitate support of drought restrictions. An “Urgency Ordinance” allows for the adoption of the ordinance and

PREPARED BY: Matt Morley
Parks and Public Works Director

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

BACKGROUND (continued):

immediate enforcement, without typical noticing prior to the ordinance being heard by the Town Council. An Urgency Ordinance requires a four-fifths majority for adoption. The Town Council may extend the ordinance for a period of ten months and fifteen days, subject to noticing and public hearing requirements.

DISCUSSION:

Both Valley Water and San Jose Water have established guidelines for conservation during the drought. The proposed Urgency Ordinance provides for a number of conservation measures, pulling from each of the documents of these partner agencies. A comparative list of conservation measures is provided as Attachment 2. The Urgency Ordinance (Attachment 1) before the Council in September is identical to the one considered in August. Some elements of the Town's Urgency Ordinance include:

- Limited watering of ornamental landscapes or lawns to a maximum of three days a week and before 9 a.m. or after 5:00 p.m.
- Prohibition of potable water use that results in flooding or runoff in gutters or streets.
- Allows individual private washing of cars only with a hose that includes a shut off nozzle.
- Prohibits the use of potable water for washing of buildings, driveways, sidewalks, etc.
- Prohibits the use of potable water for filling or refilling swimming pools.
- Requires restaurants to serve water to patrons only upon request.
- Other elements as included in the proposed ordinance.

As in the past, Town staff will work with partners at SJWC and Valley Water to educate residents of the need to conserve. Enforcement actions will remain an option only where flagrant non-compliance exists.

Town Leading by Example

As documented in the report for the August 3, 2021 Council meeting, the Town has led the way in conservation efforts. Many previous efforts, including low flow toilets and aerators on faucets, remain in place. Over the summer staff implemented a number of additional conservation effort, including a dedicated web page and marketing campaign - #DroughtReadyLG at www.losgatosca.gov/DroughtReadyLG.com; reduced fountain hours at Plaza Park and Town Hall; and reduced irrigation of turf at Town facilities, including Parks.

PAGE 3 OF 3

SUBJECT: Extend the Water Conservation Urgency Ordinance

DATE: September 2, 2021

CONCLUSION:

Extension of the Urgency Ordinance and implementing Town conservation efforts will allow for immediate action towards community wide water savings to achieve the 15 percent targeted reduction.

COORDINATION:

This project has been coordinated with Code Enforcement in the Community Development Department.

FISCAL IMPACT:

Minimal costs for outreach will be absorbed by the Parks and Public Works Department Operating Budget.

ENVIRONMENTAL ASSESSMENT:

This is not a project as defined under CEQA and is categorically exempt from CEQA pursuant to CEQA Guideline 15307 (Actions by Regulatory Agencies for Protection of Natural Resources).

Attachments:

1. Draft Urgency Ordinance 2321
2. Comparative List of Conservation Measures
3. Public Comment

**DRAFT
ORDINANCE 2321**

**EXTENSION OF AN URGENCY ORDINANCE OF THE TOWN OF LOS GATOS FOR A PERIOD OF
TEN MONTHS AND FIFTEEN DAYS
DECLARING THE EXISTENCE OF A CONDITION OF WATER SHORTAGE
AND PROVIDING FOR MANDATORY REDUCTIONS IN AND SPECIFIED PROHIBITIONS OF
WATER USE**

WHEREAS, on August 3, 2021, in accordance with Government Code section 36900, the Town Council at a duly noticed public meeting took testimony and adopted Interim Ordinance No. 2319, (a copy of which is attached hereto as Exhibit "A" and incorporated herein) an urgency interim ordinance that regulated water use, for a period of 45 days.

WHEREAS, on September 7, 2021, in accordance with Government Code section 36900, the Town Council held a duly noticed public hearing and took testimony regarding this urgency ordinance to extend Interim Ordinance No. 2319 ("Extension Ordinance"); and

WHEREAS, the Town Council has considered, and by adopting this Extension Ordinance ratifies and adopts, the report, which is incorporated in the Staff Report dated September 7, 2021, describing the continued drought conditions which led to the adoption of Ordinance No. 2319; and

WHEREAS, because the conditions justifying the adoption of Interim Ordinance 2319 have not been alleviated, the Town Council now desires to extend the restrictions on the use of water established by Interim Ordinance No. 2319 for an additional ten (10) months and fifteen (15) days, as permitted by Government Code Section 36900.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS FINDS AND ORDAINS:

SECTION I

The Council finds and declares that the State of California and the Town of Los Gatos are continuing to experience severe drought conditions that require immediate and decisive action for the preservation of public peace, health and safety. The Council further finds that delay in adopting an ordinance to further reduce water waste will further exacerbate the drought conditions. The Council further finds that urgent action is needed to comply with the requirements that Valley Water and the State of California recommend. Accordingly, the Council finds that an urgency ordinance is warranted to address these conditions.

SECTION II

The Council finds and determines that a state of drought and water shortage exists throughout the Santa Clara Valley. Water conservation measures are necessary and water consumption must be reduced by fifteen percent. Failure to reduce water consumption would contribute to the existing water shortage. The following measure is necessary to preserve the health and safety of the people of Los Gatos.

SECTION III

- A. The following uses of water are classified as "nonessential or unauthorized" and are prohibited:
- (1) Watering of ornamental landscapes or lawns with potable water beyond maximum level of three days a week and watering before 9:00 A.M. or after 5:00 p.m.
 - (2) Excessive use of water: when a utility has notified the customer in writing to repair a broken or defective plumbing, sprinkler, watering or irrigation system and the customer has failed to affect such repairs within five business days, the utility may install a flow restriction device.
 - (3) Use of potable water that results in flooding or runoff in gutters or streets.
 - (4) Individual private washing of cars with a hose except with the use of a positive action shut-off nozzle. Use of potable water for washing commercial aircraft, cars, buses, boats, trailers, or other commercial vehicles at any time, except at commercial or fleet vehicle or boat washing facilities operated at a fixed location where equipment using water is properly maintained to avoid wasteful use.
 - (5) Use of potable water for washing buildings, structures, driveways, patios, parking lots, tennis courts, or other hard-surfaced areas, except in the cases where health and safety are at risk.
 - (6) Use of potable water for construction purposes unless no other source of water or other method can be used.
 - (7) Use of potable water for decorative fountains or the filling or topping off of decorative lakes or ponds. Exceptions are made for those decorative fountains, lakes, or ponds which utilize recycled water.
 - (8) Use of potable water for the filling or refilling of swimming pools.
 - (9) Service of water by any restaurant except upon the request of a patron.
- B. The taking of any action in violation of this ordinance shall be subject to an administrative penalty of up to \$500 for each day in which the violation occurs. Citations for violations may be issued by any member of the Police Department, the Town's Code Enforcement Officer, and any other personnel designated by the City Manager, based on observation of the violation or resulting conditions, such as wet areas outside the allowable irrigation areas. Citations shall be issued to the person or persons named on the Water Department account for that property. If the resident is not present to receive it, a citation may be served by mail or posted on a prominent location on the property. The administrative penalty shall be payable within 10 days to the Town Water Department and, if not paid within 10 days, shall be added to the water user's bill.
- C. Any person desiring to contest a citation may file an appeal. As a condition to the filing of the appeal, all outstanding penalties must be paid in full. If the appeal is upheld, the penalty will be refunded.

SECTION IV

The Council finds and declares that the adoption of the water waste reduction measures herein is categorically exempt from CEQA pursuant to CEQA Guideline 15307 (Actions By Regulatory Agencies For Protection of Natural Resources).

SECTION V

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be unconstitutional or otherwise invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the Town of Los Gatos hereby declares that it would have adopted the remainder of this ordinance, including each section, subsection, sentence, clause, phrase, or portion irrespective of the invalidity of any other article, section, subsection, sentence, clause, phrase, or portion.

SECTION VI

The Council hereby declares that the foregoing is an urgency ordinance necessary for the immediate preservation of the public peace, health and safety of the Town of Los Gatos and its residents and shall take effect immediately upon passage by a four-fifths majority of the City Council

SECTION VII

This ordinance shall be printed and posted upon the three (3) official bulletin boards of the Town of Los Gatos.

This Ordinance was passed and adopted at a regular meeting of the Town Council of the Town of Los Gatos on September 7, 2021.

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

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

Comparative List of Drought Guidance and Rulings by Agency

Measure	SJ Water	Valley Water	Town
Conservation Target	n/a	15% below 2019 level	15% below 2019 level
Watering Days	2 Days per week by house number	3 days per week	3 days per week
Landscape Watering	15 minutes per day per station	n/a	n/a
	No watering 10 am to 8 pm	No watering 9 am to 5 pm	No watering 9 am to 5 pm
	No Runoff	No runoff	No runoff
	No watering 48 hours after rain	n/a	n/a
Fountains	Only with recirculating system.	n/a	Only with recirculating system.
	No refilling decorative fountains	No refilling decorative fountains.	No refilling decorative fountains
Washing Vehicles	Washing only at commercial facilities that recycle water	Only with positive shutoff nozzle.	Only with positive shutoff nozzle.
Washing Buildings, Sidewalks, etc	Only with non-potable water	Only with non-potable water.	Only with non-potable water.
Construction	Only water use where no other option is available, including use of recycled water.	Only water use where no other option is available, including use of recycled water.	Only water use where no other option is available, including use of recycled water.
Street Cleaning	n/a	No use of potable water.	n/a
Leaks	Repairs within 72 hours.	Repairs within 5 business days	Repairs within 5 business days
Restaurants	Water served only upon request.	Water served only upon request.	Water served only upon request.
Hotels	Optional towel and linen service.	n/a	n/a
Swimming Pools	n/a	No filling or refilling.	No filling or refilling.

From: Sara Walker

Sent: Friday, August 6, 2021 12:40 PM

To: PublicComment <PublicComment@losgatosca.gov>

Subject: Water equity Bachman park water off compare to civic center and other parks

According to Matt Morley 1/3 if Bachman park has been given no water since June 9,2021. 1/3 gets 50% reduction, 1/3 gets 15% reduction. 1/3 of this park is nearly or already unretrievably dead and will require new sub soil and reseeded if not watered immediately to a reasonable reduction like 15% or 85% of 2019 level. 2/3 of the park is getting 50-100% reduction far beyond the mandated 15 % reduction. Even Mr Morley admits that all of city hall lawn is getting only a 15percent reduction. No change has taken place since the council requested equitable distribution of water to our parks

Photos below prove my point MORLEY needs GUIDANCE. We citizens live here and pay for parks and revisions with our taxes. If the council requires him to exceed SJ Water mandate 15% put it in writing and make it across the board 30 percent all sections equally. No parts at zero
Sent from my iPhone

From: Sara Walker

Date: August 3, 2021 at 5:44:03 PM PDT

To: publiccomment@losgatosca.gov

Subject: Bachman park water off compare to civic center and other parks

Today Bachman park below your killing it! Just seeded. Not equitable to this group of citizen and park users compared with city hall and other parks.





Bachman upper 1/3 dead above no water!



Civic center yesterday



Civic center yesterday



Town plaza



Riconda neighbor park yesterday



Blossom hill yesterday
Sent from my iPhone

From: Donald Rocha <DRocha@valleywater.org>

Sent: Tuesday, August 3, 2021 11:28 AM

Subject: Water Conservation (Item 13), in response to Santa Clara County's drought conditions

Dear Mayor and City Council:

On behalf of Valley Water, I would like to express my appreciation to the Town of Los Gatos for including on today's Town Council agenda the subject, "[Water Conservation](#)" (Item 13), in response to Santa Clara County's drought conditions.

On June 23, 2021, you received electronic communication from the Santa Clara Valley Water District (Valley Water) that included a signed letter from our Chair of the Board of Directors, as well as an expanded list of recommended water use prohibitions that were outlined in the previously adopted Valley Water resolution. Valley Water's goal is a uniform, comprehensive approach to water conservation across the County, and to also help promote actions residents can take to be proactive in saving water and money.

Increased conservation is necessary to protect local water supplies and guard against groundwater overdraft, subsidence, and dry domestic wells—especially if the drought extends into next year—and we are grateful for the Town Council's leadership and decisive action in underscoring the seriousness of our region's water supply condition. Today's Council actions and ongoing work by Town staff will help ensure we can all timely respond to the extreme drought conditions to meet local needs and address the current and anticipated water shortages.

While we do not know how long this drought will last, we do know that the time for action is now, and we are prepared to assist you with community engagement on this important topic. Valley Water stands ready to support continued efforts to work with you and other cities to achieve reduction in water use across the County. Please know our Board of Directors very much appreciates your leadership and quick action, and we thank you for your consideration of these matters of critical importance.

Sincerely,

Don

Donald Rocha

Deputy Administrative Officer
Office of Government Relations
Valley Water

From: SaraW

Sent: Tuesday, August 3, 2021 3:58 PM

Subject: Fwd: Urgent Actlon Required to Save Bachman Park

Once again the Town of Los Gatos Parks Management has turned off the water completely to 1/3 Bachman park @ Ellenwood end. This area now looks like straw and mud. This green space has become more heavily used during Covid. The town is providing 1/2 water to the mid section of the park and more to the playground end which is green. Over 100 residents of the area fought to restore water equitably to this park in 2015 drought and petitioned council. We got the water turned on enough to prevent death of the lawn. We need to do it again. According to Jim Harbin Parks director all parks are now cut 15% which seems reasonable on the surface. However, this week Civic Center is an even lush green as is Town Plaza. Blossom Hill and La Rinconda are primarily green overall. Our view is we need to keep equal watering throughout the neighborhood parks in a manner to keep it all alive, so the public can use them now and when rains return to lawns will come back. Perhaps they could cut cut time of water equally 15% over each section (1,2,3) or rotate weeks of water. Perhaps the City Hall lawn water should be cut 100% and move toward drought tolerant plants before sacrificing our neighborhood parks which citizens use and are key to the town reputation. In 2018, we the town spent over \$1 Million dollars on Bachman for new cement paths/light. and reseeding . The lawn was the highest priority of the citizens as expressed by petition. The Park department wanted and planted 4 oaks in the lawn currently receiving no water(Mr. Harbin says they may have to bring in water and water manually.) The city council is meeting at 7 p.m. including a Drought ordinance agenda Item 13 which is posted on website: losgatosca.gov . Send your comments immediately to publiccomment@losgatos.gov and they will be distributed to the mayor and city council today and included in the record. Citizens can participate and comment by zoom click on the agenda on losgatosca.gov for specific directions to use zoom or phone (blue). You may also wish to comment directly to the town council members or town manager and Park director Jim Harbin and Matt Morely Park and Public works director

From: Lee Fagot

Sent: Tuesday, August 3, 2021 10:53 PM

Subject: Conflict with Town and San Jose Water Co.

Madam Mayor and Council members,

Very positive and productive Council meeting tonight. Lots of good discussion and council approvals of well balanced proposals on the town's agenda.

There was one item that I tried to speak to, but had some computer link problems so missed the time line. Specifically, item 13, Water Conservation.

The Council approved tonight to target 15% reduction in water usage thru Town, which is good move:

+ including a 15 minute limit per station per day of watering, but no more than 3 days per week between 5pm and 9am.

+ It did allow home car washing provided a shut off nozzle was attached to the hose to reduce water run off while the spigot was open.

I believe these two provisions, noted above, are in conflict with the directive we received directly from San Jose Water, the Town's supplier with effect from July 9, 2021.

See the copy of their provisions, below, which indicated no home car washing and only two days per week of home lawn/garden watering, also with 15 minute max timing.

"This past week, the Santa Clara County Board of Supervisors declared a local emergency due to extreme drought conditions and is calling on all residents and businesses in the county's unincorporated areas to immediately begin conserving water.

San Jose Water has now taken similar actions that echo the seriousness of the threats posed by the extreme drought.

"During every drought, our customers have done extraordinarily well saving water to meet our local emergency conditions. We ask them again to put conservation at the forefront so we can meet the 15% goal," said Andy Gere, SJW's President and Chief Operating Officer.

Beginning Friday, July 9, San Jose Water, which covers 230,000 customers, is implementing the following restrictions:

- **Limits Watering to Two Days per Week: Watering or irrigating of lawns, landscape or other vegetated areas with potable water is limited to two days per week. Irrigation will be allowed Mondays and Thursdays for odd numbered and numberless addresses, and will be allowed on Tuesdays and Fridays for even numbered addresses.**
- **Limits Timing and Length of Watering: Watering or irrigating of outside plants, lawn, landscape, and turf areas with potable water using a landscape irrigation system or a watering device that is not continuously attended, is limited to no more than 15 minutes of watering per day per station, with no watering between 10:00 a.m. and 8:00 p.m.**
- **Limits Filling Decorative Fountains or Ornamental Lakes or Ponds: Prohibition of the use of potable water for filling or re-filling decorative fountains, ornamental lakes or ponds more than one foot, except when fountains or ponds/lakes are drained for repairs, and except to the extent needed to sustain aquatic life in ponds/lakes, provided that such animals are of significant value and have been actively managed within the water feature prior to declaration of a supply shortage level.**
- **Limits Washing Vehicles: Washing of vehicles, except at a commercial car washing facility that utilizes recycled water or re-circulating water system to capture or reuse water.**
- **Limit Use of Potable Water for Washing Buildings: Also structures, sidewalks, walkways, driveways, patios, tennis courts, or other hard-surfaced, non-porous areas, except to protect the health and safety of the public."**

Please advise which guidance is in effect for Los Gatos now???

Thanks, and again, really appreciate the work you all are doing to keep our Town moving forward in such a positive way.

Lee Fagot



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 09/07/2021

ITEM NO: 11

DATE: September 1, 2021
TO: Mayor and Town Council
FROM: Robert Schultz, Town Attorney
SUBJECT: Provide Direction to Town Staff Regarding Establishing Contribution Limits for Candidates for Town Council.

RECOMMENDATION:

Provide direction to Town staff to do one of the following:

1. Do nothing and default to contribution limits for candidates for Town office established by State law; or
2. Prepare an ordinance or resolution for the Council's consideration establishing contribution limits for candidates for Town office.

BACKGROUND:

Effective on January 1, 2021, Assembly Bill ("AB") 571 established contribution limits for candidates for Town office. Under AB 571, candidates for Town office will be subject to a four thousand seven hundred-dollar (\$4,700) contribution limit from a single source per election. AB 571 does not limit contributions from committees, to oppose a recall against a local official, or to contributions of a candidate's personal funds to his or her own campaign. The Fair Political Practices Commission (the "FPPC") will periodically adjust this limit to account for inflation.

AB 571 establishes default contribution limits. The Town can establish contribution limits by ordinance or resolution that differ from the contribution limits established by AB 571. If the Town establishes its own contribution limits, candidates for Town office will not be subject to the contribution limits established by AB 571. The Town may also take no action and allow the State's limits to apply by operation of law. If no action is taken at this time, AB 571 does not preclude the Town from setting its own contribution limits (higher or lower) in the future.

Reviewed by: Town Manager and Assistant Town Manager

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BACKGROUND (continued):

Additionally, violations of AB 571 are punishable as a misdemeanor and subject to specified penalties, enforced by the FPPC. Cities and towns adopting their own contribution limit must also set, administer, and enforce penalties themselves. Choosing the State's campaign contribution limits would relieve the Town of the possible burden of additional administrative work as the Town would defer all enforcement and administration to the FPPC.

DISCUSSION:

AB 571 was adopted based on several findings, including (1) most cities and counties in California do not have independently imposed limitations on contributions to candidates for elective office in those jurisdictions; (2) in cities and counties without campaign contribution limitations, candidates for elective office receive 40 percent or more of their total campaign funds from a single contributor; (3) where people can make unlimited contributions to a candidate for elective city or county office, there is a "risk and the perception that elected officials in those jurisdictions are beholden to their contributors and will act in the best interest of those contributors at the expense of the people"; and finally, the State has a Statewide interest in "preventing actual corruption and the appearance of corruption at all levels of government."

Given the effects of AB 571, Town staff seeks direction from the Town Council regarding whether the Town should establish its own contribution limits. The Town Council has two (2) options:

1. Do Nothing. If the Town Council takes no action, pursuant to AB 571 candidates for Town office will be subject to a four thousand seven hundred-dollar (\$4,700) contribution limit.
 - a) By defaulting to AB 571, candidates for Town office will also face (2) additional limitations on contributions: (1) AB 571 limits transfers of campaign funds from one controlled committee to another controlled committee of the same candidate; and (2) AB 571 limits loans to a candidate's campaign.
 - b) AB 571, however, provides three (3) exemptions from contribution limits: (1) candidates facing a recall can establish a committee to oppose the recall and can accept contributions in excess of the contribution limits established by AB 571; (2) candidates may accept contributions after an election to pay off debts from the election; and (3) candidates can carry over contributions from one election to pay for expenses for a subsequent election for the same office.
 - c) If the Town defaults to the contribution limits established by AB 571, the FPPC will enforce the contribution limits. Violation of these contribution limits will be

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DISCUSSION (continued):

subject to the penalty provisions of the Political Reform Act. Violations of the contribution limits will be punishable as misdemeanors.

2. Set Own Contribution Limits. If the Town Council does not wish the Town to be subject to AB 571 contribution limits, the Town council can adopt its own contribution limits and can establish limits higher or lower than the FPPC limits. If the Town Council decides to go down that route, Town staff will prepare an ordinance and resolution for the Town Council consideration.

- a) By establishing contribution limits, candidates for Town office will not be subject to state limitations on contributions. However, the exemptions from the contribution limits described above will not apply. In addition, the Town Council must establish penalties for violations of the contribution limits and bear the cost of the enforcement. The FPPC will not enforce the Town's contribution limits. Penalties for violating the Town's contribution limits can include civil penalties, fines, or criminal charges. In establishing contribution limits, the Town must ensure that it complies with the First Amendment. Accordingly, the Town must ensure that contribution limits are not too low as to prevent candidates for Town office from conducting an effective campaign.

CONCLUSION:

The Town Council's options are:

1. Do nothing and accept the contribution limits established by AB 571, or
2. Direct Town Staff to prepare an ordinance and resolution establishing contribution limits for candidates for Town office.

COORDINATION:

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

FISCAL IMPACT:

There will be no fiscal impact to the Town if the Town elects to default to the state's contribution limits. The Town will bear enforcement costs if it establishes different contribution limits.

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ENVIRONMENTAL ASSESSMENT:

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