



**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
JANUARY 21, 2020
110 EAST MAIN STREET
LOS GATOS, CA**

*Marcia Jensen, Mayor
Barbara Spector, Vice Mayor
Rob Rennie, Council Member
Marico Sayoc, Council Member
Vacant, 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 complete a “speaker’s card” located on the back of the chamber benches and return it to the Town Council. If you wish to speak to an item NOT on the agenda, you may do so during the “Verbal Communications” period. 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/Councilvideos***

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 – AMENDED*
JANUARY 21, 2020
7:00 PM**

MEETING CALLED TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

- i. Community Pledge Leader - Robert Stanley

PRESENTATIONS

- i. Community Champion
- ii. Adult Commissioner End of Term Commendations

***CLOSED SESSION REPORT**

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. 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 Council Special Meeting Minutes of December 17, 2019.
- 2. Approve Council Meeting Minutes of December 17 2019.
- 3. Adopt an Ordinance of the Town of Los Gatos Amending Chapter 16, Article I, Section 16.20.035, Construction.
- 4. Authorize the Town Manager to Enter into an Agreement with ZAG Technical Services (ZAG) in an Amount Not to Exceed \$500,000 for Network Security Improvements and Professional Services.
- 5. Authorize the Town Manager to Take the Following Actions
 - a. Enter into an Agreement with the County of Santa Clara for the Acceptance of Emergency Management Performance Grant (EMPG) Funds in the Amount of \$10,800, and
 - b. Authorize a General Fund Revenue and Expenditure Budget Adjustments in the Amount of \$10,800 to Receive and Spend the Grant.
- 6. Authorize the Town Manager to Execute an Agreement with Liebert Cassidy Whitmore to Perform Labor and Employment Relations Assistance in an Amount Not to Exceed \$165,000.
- 7. Authorize the Following Actions for Two Annual Street Repair and Resurfacing Projects (19-811-9901): Slurry Seal/Rubber Cape Seal and Asphalt Overlay
 - a. Approve the Plans and Specifications for Both Projects;
 - b. Authorize the Town Manager to Advertise Both Projects for Bid;

- c. Authorize the Town Manager to Award and Execute Construction Agreements in an Amount not to Exceed \$4,708,000 for the Total Combined Cost of Both Projects, Including Contingencies and Change Orders;
- d. Authorize Staff to Execute Future Change Orders in an Amount not to Exceed Ten Percent of the Contract Award Amount for Both Projects;
- e. Authorize the Town Manager to Execute a Project Cost Sharing Agreement with the City of Monte Sereno for the Slurry Seal of the City's Section of Bicknell Road; and
- f. Authorize Revenue and Expenditure Budget Adjustments in the Street Repair & Resurfacing Project (811-9901) in the amount of \$241,865 for Recognizing Prior Reimbursements and Anticipated Reimbursements and Spending the Received Funds.

8. Authorize the Following Actions for PPW Project No. 816-0413, Stormwater Master Plan:

- a. Approve an Agreement for Consultant Services with NCE Consultants for Development of a Town Stormwater Master Plan in a not to exceed amount of \$200,000, and
- b. Approve an Expenditure Budget Adjustment – in the amount of \$30,000 from the Town's available Storm Drain Funds.

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

PUBLIC HEARINGS *(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.)*

9. Open and Close a Public Hearing to Consider Objections to the Proposed Abatement of Hazardous Vegetation (Weeds) for Properties Listed on the 2020 Weed Abatement Program Commencement Report and Order the Abatement.

10. Introduce an Ordinance, by Title Only, Effecting an Amendment to:

- a. Chapter 9 (Fire Prevention and Protection) of the Town Code regarding Defensible Space regulations.
- b. Chapter 11 (Garbage, Refuse and Weeds) of the Town Code regarding Weed Abatement regulations.
- c. Chapter 29 (Tree Protection) of the Town Code regarding exemptions for Defensible Space.

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

- [11.](#) Receive a Report on How Vehicle Miles Travelled and Level of Service Analysis Will Work Together in Shaping Future Development Projects.
- [12.](#) Discuss the Five-Year Forecast, Provide Direction on the Other Budget Assumptions, and Provide any Specific Direction for the Preparation of the Town's Fiscal Year 2020/21 Operating and Capital Budgets.
- [13.](#) Discontinue Efforts Towards a Roundabout Design on South Santa Cruz Avenue at Wood Road.

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.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/21/2020

ITEM NO: 1

ITEM NO. 1.

**DRAFT
Minutes of the Town Council Special Meeting
December 17, 2019**

The Town Council of the Town of Los Gatos conducted a Special Meeting on Tuesday, December 17, 2019, to hold a special meeting at 5:00 p.m.

SPECIAL MEETING CALLED TO ORDER AT 5:04 P.M.

ROLL CALL

Present: Mayor Marcia Jensen, Vice Mayor Barbara Spector, Council Member Rob Rennie, Council Member Marico Sayoc.

Absent: Council Member Steve Leonardis

VERBAL COMMUNICATIONS

None.

OTHER BUSINESS

1. Provide Direction on Filling a Vacant Council Position Pursuant to Government Code Section 36512

Robert Schultz, Town Attorney, presented the staff report.

Opened and closed public comment.

Council discussed the matter.

MOTION: Motion by Council Member Sayoc that Council Member Leonardis' term to remain unfilled and call a special election in November 2020 to elect a successor for the vacant seat. **Seconded** by Mayor Jensen.

VOTE: Motion passed 3-1. Vice Mayor Spector voting no.

SPECIAL MEETING ADJOURNED

Special meeting adjourned at 5:29 p.m.

Attest:

Shelley Neis, Town Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/21/2020

ITEM NO: 2

ITEM NO. 2.

**DRAFT
Minutes of the Town Council Meeting
December 17, 2019**

The Town Council of the Town of Los Gatos conducted a Regular Meeting on Tuesday, December 17, 2019, at 7:00 p.m.

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

ROLL CALL

Present: Mayor Marcia Jensen, Vice Mayor Barbara Spector, Council Member Steve Leonardis, Council Member Rob Rennie, Council Member Marico Sayoc.

Absent: None

PLEDGE OF ALLEGIANCE

Kelli Keady led the Pledge of Allegiance. The audience was invited to participate.

PRPRESENTATION

Mayor Jensen and Council Members recognized and thanked Council Member Steve Leonardis for his years of service as a Council Member as he assumes his new position as City Manager for the City of Monte Sereno.

Council Member Leonardis expressed his gratitude and pleasure serving and working with the Council Members, previous Council Members, Town staff, Commissioners, and the citizens of the Town.

Council Member Leonardis left the meeting at 7:12 p.m.

COUNCIL/TOWN MANAGER REPORTS

Council Matters

- Council Member Rennie attended the Local Area Formation Commission (LAFCO) meeting and was elected Vice Chair; and he attended the Valley Transportation Authority (VTA) Board and Silicon Valley Clean Energy Authority (SVCEA) Risk Oversight, and the City of Saratoga mayoral change meetings, the tree lighting, and parade.
- Vice Mayor Spector attended the Council Finance Committee, Council Policy Committee, Conceptual Development Advisory Committee (CDAC), and General Plan Advisory Committee (GPAC) meetings; and she attended the tree lighting, and parade, and performed a ribbon cutting for Elements Salon.

SUBJECT: Draft Minutes of the Town Council Meeting of December 17, 2019

DATE: December 18, 2019

Manager Matters

- Town Administrative offices will be closed December 23, 2019 through January 1, 2020 and the Library will be closed December 23 through December 25, 2019 and December 30, 2019 through January 1, 2020.

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

1. Approve Council Meeting Minutes of December 3, 2019.
2. Adopt the proposed Green Monday Resolution. **RESOLUTION 2019-062**
3. Approve Revisions to the Town Council Code of Conduct Policy. **POLICY 2-04**
4. Adopt Council Committee Appointments Effective January 1, 2020.
5. Adopt an Ordinance Amending Chapter 29 (Zoning Regulations) of the Town Code Regarding the Land Use Appeal Process. **ORDINANCE 2298**
Town Code Amendment Application A-19-008. Project Location: Town Wide. Applicant: Town of Los Gatos.
6. 2019 California Building, Fire, and Reach Codes
Adopt an ordinance repealing and replacing Chapter 6, Building Regulations, and Chapter 9, Fire Prevention and Protection, of the Town of Los Gatos Municipal Code with the new 2019 California Building and Fire Codes, as amended, including reach codes. (Town Code Amendment Application A-19-009. Project Location: Town Wide.) **ORDINANCE 2299**
7. Winchester Boulevard Complete Streets Improvements:
 - a. Authorize the Town Manager to Negotiate and Execute an Agreement for Consultant Services with Kimley-Horn and Associates, Inc. in an Amount Not to Exceed \$250,000 for Engineering Design
 - b. Authorize an Expenditure Budget Transfer of \$280,000 from the Bicycle and Pedestrian Improvement Project Budget (411-813-0231) to a New Project of Winchester Boulevard Complete Streets Improvements (411-813-0238).
8. Authorize the Town Manager to Issue Procurement Documents for the Los Gatos Smart Signals Project (Project #813-0227 Traffic Signal Modernization).
9. Adopt a resolution authorizing the continued use of Supplemental Local Law Enforcement Services Funds (SLESF) to provide funding for two full-time Police Officers assigned as motorcycle traffic officers. **RESOLUTION 2019-063**
10. Authorize the Town Manager to Execute a Memorandum of Understanding (MOU) with the County of Santa Clara Office of the District Attorney Crime Laboratory for Major Case Work.
11. Receive Report on Senate Bill (SB) 1383 and impacts on the Town's Garbage and Recycling Program.
12. Receive the Report on the Permanent Installation of Traffic Calming Devices for College Avenue Between Jones Road and Pageant Way.
13. Authorize the Town Manager to Execute a Five-Year Agreement for Services with Air Systems, Inc. for Routine Heating, Ventilation, and Air Conditioning (HVAC) Services in Town Facilities in an Amount Not to Exceed \$29,183 for Year 1 and \$50,028 Annually Thereafter, Plus an Additional \$30,000 Annually for Unanticipated Repairs for a Total Agreement Amount Not to Exceed \$379,295.

SUBJECT: Draft Minutes of the Town Council Meeting of December 17, 2019

DATE: December 18, 2019

Consent Item – continued

14. Authorize the Town Manager to Negotiate and Execute a Five-Year Agreement for Services with Cartegraph, Inc. for Enterprise Asset Management System Services Effective January 1, 2020 Through December 31, 2024 in an Amount Not to Exceed \$37,283 Annually Plus a Three Percent Annual Escalation, and a Total Agreement Amount Not to Exceed \$197,803, With Three Five-Year Options Thereafter.
15. Approve an Amendment to the Classification Plan to Comply with the California Minimum Wage Increase Effective January 1, 2020 and to Adjust the Police Officer Reserve and Police Officer Temporary Rate of Pay.
16. Authorize the Town Manager to Execute a First Amendment to the Agreement for Services with KCAT-TV to Add Live Streaming Services.
17. Comprehensive Annual Financial Report (CAFR):
 - a. Receive the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2019, and
 - b. Adopt a Resolution Confirming June 30, 2019 Fund Balances in Accordance Fiscal Year 2018/19 Final Audit and Town Council General Fund Reserve Policy.

RESOLUTION 2019-064

Items 6 and 17 were pulled by members of the public.

MOTION: Motion by Council Member Sayoc to approve the Consent Items exclusive of Items 6 and 17. **Seconded** by Council Member Rennie.

VOTE: Motion passed unanimously.

VERBAL COMMUNICATIONS

Lynn Kennedy

- Commented on notifications to residents and property owners for issues that pertain to them and recommended that the Town mail all property and business owners once a year as to how they can sign up for notifications.

Catherine Somers, Los Gatos Chamber of Commerce Executive Director

- Announced the awards celebration Hometown Heroes on February 6; requested that the fountain in Plaza Park be turned off in the winter, the music that is played at the tree lighting be played all December, and the Town consider purchasing a trolley for the downtown area; and commented on the parking spots at the high school.

Dan Neault

- Commented on the Mills Act ,a made suggestions as to how the Town can adopt the Mills Act and tailor it specifically to the Town, and requested the discussion be placed on a future agenda.

SUBJECT: Draft Minutes of the Town Council Meeting of December 17, 2019

DATE: December 18, 2019

Verbal Communications – continued

John Shepardson

- Thanked Council Member Leonardis for his service, mentioned his support for a trolley, suggested a citizen of the year recognition, and commented on Woodside's fire protection program.

Jeff Seigel

- Commented on the Mills Act program of Marin, mentioned how wildfire protection can be incorporated, and requested the item be placed on a future agenda.

Michael Burke

- Commented on the lack of input from stakeholders because of time constraints to review material before the meeting.

Bill Lister

- Commented on the Mills Acts as a realtor in the Town, stated that he doesn't understand why the Town doesn't adopt the Act, and requested it be placed on a future agenda.

Pulled Consent Item #6

6. 2019 California Building, Fire, and Reach Codes

Adopt an ordinance repealing and replacing Chapter 6, Building Regulations, and Chapter 9, Fire Prevention and Protection, of the Town of Los Gatos Municipal Code with the new 2019 California Building and Fire Codes, as amended, including reach codes. (Town Code Amendment Application A-19-009. Project Location: Town Wide.) **ORDINANCE 2299**

Robert Gray, Building Official, presented the staff report.

Opened Public Comment.

Robert Lipp

- Requested Council delay implementation of the Reach Codes until staff has time to do research.

Closed Public Comment.

Council discussed the matter.

SUBJECT: Draft Minutes of the Town Council Meeting of December 17, 2019

DATE: December 18, 2019

Pulled Consent Item #6 – continued

MOTION: Motion by **Mayor Jensen** to adopt an ordinance (Attachment 1), effecting amendments repealing and replacing Chapter 6, Building Regulations, and Chapter 9, Fire Prevention and Protection, of the Town of Los Gatos Municipal Code with the new 2019 California Building and Fire Codes, as amended, including reach codes.
Seconded by Council Member Sayoc.

VOTE: Motion passed unanimously.

Pulled Consent Item #17

17. Comprehensive Annual Financial Report (CAFR):

- a. Receive the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2019, and
- b. Adopt a Resolution Confirming June 30, 2019 Fund Balances in Accordance Fiscal Year 2018/19 Final Audit and Town Council General Fund Reserve Policy.

RESOLUTION 2019-064

Laurel Prevetti, Town Manager, and Steve Conway, Finance Director, presented the staff report.

Opened Public Comment.

Lee Fagot

- Commented on the process and timeline for the review of the CAFR and suggested the Finance Committee meet more often and be allowed more input to the review and preparation of the report.

John Shepardson

- Inquired about the present total unfunded pension liability, the Other Post Employment Benefits (OPEB) unfunded liability, current annual payments for the unfunded liabilities, the long term costs of road maintenance, and the effects a wildfire could have on the Town's finances and reserves.

Closed Public Comment.

Council discussed the matter.

SUBJECT: Draft Minutes of the Town Council Meeting of December 17, 2019

DATE: December 18, 2019

Pulled Consent Item #17 – continued

MOTION: Motion by Council Member Sayoc to receive the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2019 (Attachment 1), and adopt a resolution confirming June 30, 2019 Fund Balances in accordance Fiscal Year 2018/19 Final Audit and Town Council General Fund Reserve Policy. **Seconded** by Council Member Rennie.

VOTE: Motion passed unanimously.

PUBLIC HEARINGS

18. First Reading and Introduction of an Ordinance of the Town of Los Gatos Amending Chapter 16, Article II, Section 16.020.035 of the Town Code Entitled Construction.

Lynne Lampros, Deputy Town Attorney, presented the staff report.

Opened and Closed Public Comment.

Council discussed the matter.

MOTION: Motion by Council Member Rennie to move for the introduction and first reading of an Ordinance, by title only, amending Chapter 16, Article II, Section 16.020.035 Entitled Construction. (Attachment 1) with the following modifications to Section 16.020.035 (b) (1): add “personally” after “A homeowner or tenant may.... and remove “as long as the work being performed does not require a permit from the Town.” **Seconded** by Council Member Sayoc.

VOTE: Motion passed unanimously.

The Town Clerk read the title of the ordinance.

OTHER BUSINESS

19. Receive the Comprehensive Downtown Parking Report – “Parking Roadmap” and Provide Direction for Next Steps.

Matt Morley, Parks and Public Works Director, introduced Julie Dixon, Dixon Resources Unlimited, who presented the staff report.

Opened Public Comment.

Michael Burke

- Commented on the report.

SUBJECT: Draft Minutes of the Town Council Meeting of December 17, 2019

DATE: December 18, 2019

Other Business Item #19 – continued

Robert Lipp

- Commented on the report.

John Shepardon

- Commented on the report.

Lynn Kennedy

- Commented on the report.

Closed Public Comment.

Recessed at 9:00 p.m.

Reconvened at 9:10 p.m.

Council discussed the matter and provided input to staff on the next steps.

20. Receive an Update on the Parklet Pilot Program and Provide Direction on:

- a. Parking Space Usage for Specific Parklet Applications Along W. Main Street and Montebello Avenue, and E. Main Street;
- b. Maximum Number of Spaces Allotted Per Business Parklet and the Related Maximum Number of Parking Spaces Removed from the Parking Inventory;
- c. Future Parklet Applications; and
- d. Any Additional Pilot Program Input.

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

Opened Public Comment.

Sue Farwell

- Commented in support of the program.

Rich Kelso

- Commented on the impact of the proposed parklet at Montebello and Main.

Doug Hayden, California Farmers Market President

- Commented on how the proposed parklet at Montebello and Main will affect the Farmers Market.

Claire Wilson

- Commented on the impact of the proposed parklet at Montebello and Main.

SUBJECT: Draft Minutes of the Town Council Meeting of December 17, 2019

DATE: December 18, 2019

Other Business Item #20 – continued

Jim Foley

- Commented in support of the program.

Katelin Sufer

- Commented in support of the program and on the proposed parklet at Montebello and Main.

Lee Quintana

- Commented on the review process for proposed parklets.

Closed Public Comment.

Council discussed the matter and directed staff to continue to work with property owners and other stakeholders on the implementation of the program as originally approved by the Town Council.

21. Acting as the Property Owner Representative for the Town's Parcels Included in the Proposed Property Business Improvement District (PBID), Discuss the Revised Draft Service Plan for a PBID in Downtown Los Gatos, Provide Input on the Structure and Parameters of the Draft Plan, Including the Three Fee Structure Options, and Direct Staff on the Next Steps for Working with the PBID Steering Committee on Behalf of the Town.

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

Opened Public Comment.

Jim Foley, PBID Steering Committee

- Commented on the revised Draft Service Plan.

Catherine Somers, Los Gatos Chamber of Commerce Executive Director

- Commented on the process for forming the PBID.

Closed Public Comment.

Council discussed the matter, stating as a property owner nonbinding interest in scenario 2 or 3 pending the results of the Engineer's Report.

ADJOURNMENT

The meeting adjourned at 10:40 p.m.

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SUBJECT: Draft Minutes of the Town Council Meeting of December 17, 2019

DATE: December 18, 2019

ITEM NO. 2.

Attest:

Shelley Neis, Town Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/21/20

ITEM NO: 3

ITEM NO. 3.

DATE: January 21, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt an Ordinance of the Town of Los Gatos Amending Chapter 16, Article I, Section 16.20.035, Construction

RECOMMENDATION:

Adopt the ordinance that was introduced at the Town Council meeting of December 17, 2019, amending Chapter 16, Article I, Section 16.20.035, Construction.

BACKGROUND:

Town Council directed Staff to analyze the ordinance for construction work hours and propose amendments to the times allowed.

DISCUSSION:

At public hearing on December 17, 2019, the Council considered amendments to Town Code Section 16.20.035 and directed Staff to return with the following amendment to the Town Code:

Sec. 16.20.035. - Construction.

(a) Notwithstanding any other provision of this chapter, between the hours of 8:00 a.m. to 6:00 p.m. weekdays, and 9:00 a.m. to 4:00 p.m. Saturdays, construction, alteration or repair activities which are authorized by a valid Town permit or as otherwise allowed by Town permit, shall be allowed if they meet at least one of the following noise limitations:

(1) No individual piece of equipment shall produce a noise level exceeding eighty-five (85) dBA at twenty-five (25) feet. If the device is located within a structure on the property, the measurement shall be made at distances as close to twenty-five (25) feet from the device as possible.

PREPARED BY: Lynne Lampros
Deputy Town Attorney

Reviewed by: Town Manager, Assistant Town Manager

SUBJECT: Adopt an Ordinance Amending Chapter 16, Article I, Section 16.20.035

DATE: January 21, 2020

(2) The noise level at any point outside of the property plane shall not exceed eighty-five (85) dBA.

(b) The term “construction, alteration or repair activities” shall include any physical activity on the construction site or in the staging area, including the delivery of materials.

(c) Construction, alteration or repair activities shall be prohibited outside those hours and on Sundays and legal holidays with the following exceptions:

(1) A homeowner or tenant may personally perform construction, alteration or repair activities on their own property between 8:00 a.m. to 8:00 p.m. Monday through Saturday and 9:00 a.m. to 5:00 p.m. on Sundays and holidays. ~~as long as the work being performed does not require a permit from the Town.~~ All noise levels contained in Section 16.20.035 (1) apply to this section.

(2) If the Town Manager or designee finds evidence that an emergency exists that imperils the public safety, or immediate health and safety of the occupants, the Town Manager or designee may allow the construction or maintenance work to proceed during such hours as may be necessary for the duration of the emergency.

(3) At any time before commencement of or during construction activity, the chief building official may modify the permitted hours of construction upon twenty-four (24) hours written notice to the contractor, applicant, developer or owner. The chief building official can reduce or increase the allowable hours of construction activity. In approving modified hours, the chief building official may specifically designate and/or limit the activities permitted during the modified hours. If the hours of construction activity are modified, then the general contractor, applicant, developer or owner may be asked to erect a sign at a prominent location on the construction site to advise subcontractors and material suppliers of the working hours. The contractor, owner or applicant shall immediately produce upon request any written order or permit from the chief building official pursuant to this section upon the request of any member of the public, the police or Town staff.

SUBJECT: Adopt an Ordinance Amending Chapter 16, Article I, Section 16.20.035

DATE: January 21, 2020

(4) Violation of the allowed hours of construction activity, the chief building official's order, required signage or this section shall be a violation of this code.

DISCUSSION (continued):

On December 17, 2019 , the Council conducted the introduction and first reading, by title only, of the amended ordinance.

CONCLUSION:

Staff recommends that Council adopt an ordinance amending Chapter 16, Article I, Section 16.20.035, Construction.

COORDINATION:

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

FISCAL IMPACT:

There are no fiscal impacts associated with the approval of these amendments.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft Ordinance Amending Chapter 16, Article I, Section 16.20.035, Construction (redline).
2. Final Ordinance

DRAFT ORDINANCE**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AMENDING CHAPTER 16, ARTICLE II, SEC. 16.20.035 – CONSTRUCTION**

WHEREAS, the Town of Los Gatos Municipal Code Section 16.10.015 states that unnecessary, excessive and disturbing noise and vibration is detrimental to the health, safety and welfare of the public and is contrary to public interest and that residents are entitled to the reasonable use and enjoyment of their property without exposure to noise disturbances, and;

WHEREAS, the Town of Los Gatos received public comment voicing concerns regarding construction activity on Sundays and holidays, and;

WHEREAS, it is the intent of the Town Council, in amending this ordinance, to enact law which upholds Municipal Code Section 16.10.015, and;

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 of Los Gatos finds that all Recitals are true and correct and incorporate them herein by this reference.

SECTION II. AMENDMENT OF MUNICIPAL CODE. Chapter 16, Article II, Section 16.20.035 is hereby amended to read as follows:

Sec. 16.20.035. - Construction.

- (a) Notwithstanding any other provision of this chapter, between the hours of 8:00 a.m. to 6:00 p.m. weekdays, and 9:00 a.m. to 4:00 p.m. Saturdays, construction, alteration or repair activities which are authorized by a valid Town permit or as otherwise allowed by Town permit, shall be allowed if they meet at least one of the following noise limitations:
- (1) No individual piece of equipment shall produce a noise level exceeding eighty-five (85) dBA at twenty-five (25) feet. If the device is located within a structure on the property, the measurement shall be made at distances as close to twenty-five (25) feet from the device as possible.
 - (2) The noise level at any point outside of the property plane shall not exceed eighty-five (85) dBA.

- (b) The term “construction, alteration or repair activities” shall include any physical activity on the construction site or in the staging area, including the delivery of materials.
- (c) Construction, alteration or repair activities shall be prohibited outside those hours and on Sundays and legal holidays with the following exceptions:
 - (1) A homeowner or tenant may personally perform construction, alteration or repair activities on their own property between 8:00 a.m. to 8:00 p.m. Monday through Saturday and 9:00 a.m. to 5:00 p.m. on Sundays and holidays. ~~as long as the work being performed does not require a permit from the Town.~~ All noise levels contained in Section 16.20.035 (1) apply to this section.
 - (2) If the Town Manager or designee finds evidence that an emergency exists that imperils the public safety, or immediate health and safety of the occupants, the Town Manager or designee may allow the construction or maintenance work to proceed during such hours as may be necessary for the duration of the emergency.
 - (3) At any time before commencement of or during construction activity, the chief building official may modify the permitted hours of construction upon twenty-four (24) hours written notice to the contractor, applicant, developer or owner. The chief building official can reduce or increase the allowable hours of construction activity. In approving modified hours, the chief building official may specifically designate and/or limit the activities permitted during the modified hours. If the hours of construction activity are modified, then the general contractor, applicant, developer or owner may be asked to erect a sign at a prominent location on the construction site to advise subcontractors and material suppliers of the working hours. The contractor, owner or applicant shall immediately produce upon request any written order or permit from the chief building official pursuant to this section upon the request of any member of the public, the police or Town staff.
 - (4) Violation of the allowed hours of construction activity, the chief building official's order, required signage or this section shall be a violation of this code.

SECTION III. CONSTRUCTION. The Town Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the Los Gatos Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION IV. CEQA. The Town Council finds and determines that the adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) per CEQA Guidelines under the General Rule (Section 15061(b)(3)), which sets forth that the CEQA applies

only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty that the proposed Town Code text amendments will have no significant negative effect on the environment.

SECTION V. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this ordinance. The Town Council of the Town of Los Gatos hereby declares that it would have passed this ordinance and each section or subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid. Except as expressly modified in this Ordinance, all other sections set forth in the Los Gatos Town Code shall remain unchanged and shall be in full force and effect.

SECTION VI. EFFECTIVE DATE. This ordinance shall take effect immediately and will be enforced thirty (30) days after its adoption.

SECTION VII. PUBLICATION AND POSTING. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the Town Council and a certified copy shall be posted in the office of the Town Clerk, pursuant to GC 36933(c)(1).

SECTION VIII. INTRODUCTION AND ADOPTION. This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 3rd day of December 2019 and adopted by the following vote as an ordinance of the Town Council of the Town of Los Gatos at a regular meeting of the Town Council of the Town of Los Gatos on the 17th day of December 2019.

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: _____

ORDINANCE

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AMENDING CHAPTER 16, ARTICLE II, SEC. 16.20.035 – CONSTRUCTION

WHEREAS, the Town of Los Gatos Municipal Code Section 16.10.015 states that unnecessary, excessive and disturbing noise and vibration is detrimental to the health, safety and welfare of the public and is contrary to public interest and that residents are entitled to the reasonable use and enjoyment of their property without exposure to noise disturbances, and;

WHEREAS, the Town of Los Gatos received public comment voicing concerns regarding construction activity on Sundays and holidays, and;

WHEREAS, it is the intent of the Town Council, in amending this ordinance, to enact law which upholds Municipal Code Section 16.10.015, and;

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 of Los Gatos finds that all Recitals are true and correct and incorporate them herein by this reference.

SECTION II. AMENDMENT OF MUNICIPAL CODE. Chapter 16, Article II, Section 16.20.035 is hereby amended to read as follows:

Sec. 16.20.035. - Construction.

- (a) Notwithstanding any other provision of this chapter, between the hours of 8:00 a.m. to 6:00 p.m. weekdays, and 9:00 a.m. to 4:00 p.m. Saturdays, construction, alteration or repair activities which are authorized by a valid Town permit or as otherwise allowed by Town permit, shall be allowed if they meet at least one of the following noise limitations:
 - (1) No individual piece of equipment shall produce a noise level exceeding eighty-five (85) dBA at twenty-five (25) feet. If the device is located within a structure on the property, the measurement shall be made at distances as close to twenty-five (25) feet from the device as possible.
 - (2) The noise level at any point outside of the property plane shall not exceed eighty-five (85) dBA.

- (b) The term “construction, alteration or repair activities” shall include any physical activity on the construction site or in the staging area, including the delivery of materials.
- (c) Construction, alteration or repair activities shall be prohibited outside those hours and on Sundays and legal holidays with the following exceptions:
 - (1) A homeowner or tenant may personally perform construction, alteration or repair activities on their own property between 8:00 a.m. to 8:00 p.m. Monday through Saturday and 9:00 a.m. to 5:00 p.m. on Sundays and holidays. All noise levels contained in Section 16.20.035 (1) apply to this section.
 - (2) If the Town Manager or designee finds evidence that an emergency exists that imperils the public safety, or immediate health and safety of the occupants, the Town Manager or designee may allow the construction or maintenance work to proceed during such hours as may be necessary for the duration of the emergency.
 - (3) At any time before commencement of or during construction activity, the chief building official may modify the permitted hours of construction upon twenty-four (24) hours written notice to the contractor, applicant, developer or owner. The chief building official can reduce or increase the allowable hours of construction activity. In approving modified hours, the chief building official may specifically designate and/or limit the activities permitted during the modified hours. If the hours of construction activity are modified, then the general contractor, applicant, developer or owner may be asked to erect a sign at a prominent location on the construction site to advise subcontractors and material suppliers of the working hours. The contractor, owner or applicant shall immediately produce upon request any written order or permit from the chief building official pursuant to this section upon the request of any member of the public, the police or Town staff.
 - (4) Violation of the allowed hours of construction activity, the chief building official's order, required signage or this section shall be a violation of this code.

SECTION III. CONSTRUCTION. The Town Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the Los Gatos Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION IV. CEQA. The Town Council finds and determines that the adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) per CEQA Guidelines under the General Rule (Section 15061(b)(3)), which sets forth that the CEQA applies only to projects which have the potential for causing a significant effect on the environment. It

can be seen with certainty that the proposed Town Code text amendments will have no significant negative effect on the environment.

SECTION V. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this ordinance. The Town Council of the Town of Los Gatos hereby declares that it would have passed this ordinance and each section or subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid. Except as expressly modified in this Ordinance, all other sections set forth in the Los Gatos Town Code shall remain unchanged and shall be in full force and effect.

SECTION VI. EFFECTIVE DATE. This ordinance shall take effect immediately and will be enforced thirty (30) days after its adoption.

SECTION VII. PUBLICATION AND POSTING. 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).

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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: 01/21/2020

ITEM NO. 4.

ITEM NO: 4

DATE: January 21, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Enter into an Agreement with ZAG Technical Services (ZAG) in an Amount Not to Exceed \$500,000 for Network Security Improvements and Professional Services.

RECOMMENDATION:

Authorize the Town Manager to enter into an agreement with ZAG Technical Services (ZAG) in an amount not to exceed \$500,000 for network security improvements and professional services.

BACKGROUND:

The Town's network infrastructure and security hardware (i.e., firewalls and switches) and the associated software and security design are due for replacement and updating in order to remain robust and modern. The Town uses consultant services to help with the maintenance and ongoing upgrades of the Town's network core, servers, applications, and endpoints to augment existing Information Technology staff. This network redesign, with its technical nature, would benefit from the expertise and professional services of an IT consultant.

The Town has been working with ZAG since 2006. ZAG helped implement most of the Town's technological systems, including the 78 on-premises servers, cloud presence and synchronization, virtualization, network topology, backup solutions, patch deployment automation, databases, email, file servers, web servers, security, threats, and anti-virus. ZAG has extensive knowledge of and experience working with all of the Town's IT software and programs.

PREPARED BY: Chris Gjerde
I.T. Manager

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

SUBJECT: Authorize Agreement with ZAG Technical Services

DATE: January 21, 2020

BACKGROUND (continued):

On September 5, 2017, the Town Council last approved an Agreement for Consultant Services with ZAG Technical Services, selected through a Request for Proposals process. The Agreement is in effect from September 6, 2017 through June 30, 2020 in an original not to exceed amount of \$200,000. On June 18, 2019, Council increased the compensation in the amount of \$100,000 for a total contract amount of \$300,000 to more adequately reflect use of services since 2017.

DISCUSSION:

In addition to the core IT services ZAG currently performs, the replacement and updating of the Town's network infrastructure and security hardware and the associated software and security design will require additional resources from ZAG. As such, staff is recommending authorization of this new agreement with ZAG at this time to ensure sufficient funding is maintained for these critical consulting services. The term of the new agreement is from January 22, 2020 to June 30, 2023.

ZAG's hourly rates for consulting services are competitive with industry standards and due to the length of relationship and volume of work staff has been able to negotiate significant discounts (23 to 28%) off those rates. In addition to the Town's experience with the consultant, ZAG provides similar services to a host of other neighboring cities (such as the City of Saratoga), water districts, private utilities, school districts, and private sector corporations.

The proposed agreement in Attachment 1 encompasses specialized professional service hours necessary to implement a complete network redesign for improved security and stability in addition to routine assistance with the aforementioned items. The network redesign includes:

1. Increasing network redundancy to reduce unplanned downtime risk;
2. Replacing aging firewalls and switches which are due and planned for replacement;
3. Enhancing the Town's security posture with next-generation firewalls and intelligent switches; and
4. Improving security anomaly alerting, network troubleshooting, and firmware updating.

CONCLUSION:

To maintain the Town's servers, user support, technological infrastructure, and improve the Town's network security and resiliency, staff recommends that Council authorize the Town Manager to enter into an agreement with ZAG Technical Services in an amount not to exceed \$500,000 for network security improvements and professional services.

PAGE 3 OF 3

SUBJECT: Authorize Agreement with ZAG Technical Services

DATE: January 21, 2020

COORDINATION:

The Finance Department, IT, and Town Manager's Office coordinated this report.

FISCAL IMPACT:

The funding for the first year of this agreement is available in the FY 2019/20 budget.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Agreement for Consultant Services with ZAG Technical Services

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on January 22, 2020 by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and ZAG Technical Services Inc. (“Consultant”), whose address 645 River Oaks Pkwy, San Jose, CA 95134. This Agreement is made with reference to the following facts. This contract will remain in effect from January 22, 2020 to June 30, 2023.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide support for network security improvements and professional services for network, server and PC hardware and software, installations, maintenance, upgrades, trouble shooting, and special projects at the request of the Information Systems Manager or designee.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services including network server hardware and software configuration, troubleshooting and maintenance.
- 2.2 Term and Time of Performance. Consultant shall provide services as described in this agreement as follows: This contract will remain in effect from January 22, 2020 to June 30, 2023. ZAG agrees to respond within four (4) hours as required by the Town of Los Gatos regardless of when the request is made.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town’s

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

- 2.6 Compensation. Compensation for Consultant's professional services will match rates listed below and shall not exceed \$500,000. Payment shall be based upon Town approval of each task.

Solution Architect: \$180 per hour

System Engineer: \$150/hour

Desktop Technician: \$115/hour unless reserved in block of two (2) days then \$95/hour

Roles:

Solution Architect: Advanced network and server support, Wireless Network support,

System Engineer: Basic network and server support, advanced end user support,

Desktop Technician: End user desktop support

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

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

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.
- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

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

General Liability:

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

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

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:
- | | |
|--|---|
| Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030 | ZAG Technical Services Inc.
Attn: James Hunton, Principal
645 River Oaks Pkwy
San Jose, CA 95134 |
|--|---|
- or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.
- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

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

Town of Los Gatos by:

Consultant, by:

Laurel Prevetti, Town Manager

Recommended by:

Chris Gjerde, IT Manager

Title

Approved as to Form:

Robert Schultz, Town Attorney



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/21/2020

ITEM NO: 5

ITEM NO. 5.

DATE: January 15, 2020

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Authorize the Town Manager to Take the Following Actions

- a. enter into an Agreement with the County of Santa Clara for the Acceptance of Emergency Management Performance Grant (EMPG) Funds in the Amount of \$10,800, and
- b. Authorize a General Fund Revenue and Expenditure Budget Adjustments in the Amount of \$10,800 to Receive and Spend the Grant

RECOMMENDATION:

Authorize the Town Manager to take the following actions

- a. Enter into an Agreement with the County of Santa Clara for the acceptance of Emergency Management Performance Grant (EMPG) Funds in the amount of \$10,800, and
- b. Authorize a General Fund revenue and expenditure budget adjustments in the amount of \$10,800 to receive and spend the grant.

BACKGROUND:

The purpose of the EMPG Program is to provide federal grants to states to assist state, local, territorial, and tribal governments in preparing for all hazards. Title VI of the Stafford Act authorizes Federal Emergency Management Agency (FEMA) to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the federal government, the states, and their political subdivisions.

The Town of Los Gatos is a party to the 1994 Operational Area Interim Agreement with the Santa Clara County Emergency Operational Area Council (EOAC) who acts as the advisory body

PREPARED BY: Arn Andrews
Assistant Town Manager

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

PAGE 2 OF 2

SUBJECT: Acceptance of Emergency Management Performance Grant

DATE: January 15, 2020

BACKGROUND (continued):

of the Santa Clara Operational Area (Op Area). The EOAC makes Op Area funding allocation recommendations to the California Governor's Office of Emergency Services (Cal OES) for EMPG funding awarded to California by the United States Department of Homeland Security.

DISCUSSION:

Based on the EMPG funding guidelines, the Town applied for funding to replace all existing EOC laptop computers and enhance technology enhancements. EOC laptops are a critical component for emergency managers to effectively collect and provide information and data throughout the operational area in the event of an emergency. The Town's EOC laptops are over four years old and have reached the end of their optimal life. The Town's EMPG award is \$10,800.

In order to accept the EMPG funds, the Town must enter into an agreement with the County of Santa Clara (Attachment 1) as the County Office of Emergency Management oversees the EMPG program for the Op Area.

CONCLUSION:

Staff recommends accepting EMPG funding of \$10,800 and authorizing the Town Manager to enter into an Agreement with Santa Clara County for acceptance of the funds.

COORDINATION:

This report was coordinated with the Town Attorney and Director of Finance.

FISCAL IMPACT:

Award of the grant will be recognized as a \$10,800 increase in General Fund revenue with a corresponding \$10,800 increase in General Fund expenditures.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Agreement between the County of Santa Clara and the Town of Los Gatos

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
THE TOWN OF LOS GATOS GRANTING PROGRAM FUNDS FOR THE
2019 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)**

THIS AGREEMENT is made effective July 1, 2019, by and between the County of Santa Clara ("County") and the Town of Los Gatos ("Town") for the allocation and distribution of 2019 Emergency Management Performance Grant ("EMPG") funds.

RECITALS

WHEREAS, the Cities of Campbell, Cupertino, Gilroy, Los Altos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San José, Santa Clara, Saratoga, Sunnyvale, the Towns of Los Gatos and Los Altos Hills, and the County of Santa Clara, are parties to the 1994 Operational Area Interim Agreement; and

WHEREAS, the Santa Clara County Emergency Operational Area Council ("EOAC") is the advisory body of the Santa Clara Operational Area in matters affecting disaster preparedness throughout the Operational Area. EOAC membership includes 5 city council members representing cities in the Operational Area as well as representatives of the Santa Clara Valley Water District, Office of the County Executive, County Board of Supervisors, City Managers' Association, Police Chiefs' Association, Fire Chiefs' Association, County Public Health Department, County Social Services Agency, County Emergency Medical Services Agency, Santa Clara Valley Transportation Authority, and emergency management representatives; and

WHEREAS, the County Civil Protection and Emergency Management Ordinance establishes the EOAC and endows the EOAC with authority to enhance planning and preparedness for large-scale emergencies in the Santa Clara Operational Area, including by making funding allocation recommendations for EMPG funding awarded by the United States Department of Homeland Security to the California Governor's Office of Emergency Services ("Cal OES"), and subsequently sub-awarded to County; and

WHEREAS, Cal OES has awarded County 2019 EMPG funding in the amount of \$519,832 for the purpose of sustaining and improving comprehensive emergency management programs;

NOW, THEREFORE, this AGREEMENT is to allocate the sum of **\$10,800** from County to Town, so that Town may implement the "EOC Computers & Technology" project as provided under this Agreement and specified in the EMPG Grant Certifications and Assurances, Exhibit B. The performance period for County for this grant expires on June 30, 2021. The performance period for Town for the subgrant expires on March 31, 2021.

County and Town agree as follows:

THE AGREEMENT

Article I. Definitions

1. Specific Terms

- (a) **"Burdened Labor Rate"** shall mean the labor rate including benefits, taxes and other deductions from an employee's paycheck. This rate does not include vacation benefits. The hourly burdened labor rate is used to calculate Town's match obligation.

- (b) **“Town”** shall mean the Town of Los Gatos, its officers, board members, employees, and agents.
- (c) **“County”** shall mean the County of Santa Clara, its officers, board members, employees, and agents.
- (d) **“EMPG funds”** or **“EMPG funding”** shall mean the funding Town receives under this Agreement.
- (e) **“Federal Program Guidance”** shall mean guidance documents issued by the Federal Emergency Management Agency, including the EMPG Program Funding Opportunity Announcement, for Fiscal Year 2019.
- (f) **“Grant Certifications and Assurances”** shall mean the FY19 “Standard Assurance For All Cal OES Federal Grant Programs”, “Certification Regarding Lobbying”, and “Federal Funding Accounting and Transparency Act (FFATA) Financial Disclosure”
- (g) **“Highly Compensated Individual”** shall mean an individual whose income is \$300,000 or more per year.
- (h) **“Prime Recipient”** shall refer to County.
- (i) **“Project Manager”** shall refer to the Town employee identified as “Requestor” on an EMPG Project Proposal form.
- (j) **“Spend Plan”** shall mean a written document that explains the project on which Town intends to spend 2019 EMPG funding, including project deliverables and milestone dates by which any funds allocated to Town must be spent.
- (k) **“State Guidance”** shall mean the California Supplement to the Federal Program Funding Opportunity Announcement, issued by Cal OES for Fiscal Year 2019.
- (l) **“Subgrant”** shall mean funds awarded to the Town under this Agreement.
- (m) **“Sub-Recipient”** shall refer to Town.

2. References to This Agreement

Any reference to this Agreement shall include: (a) the Agreement; (b) all exhibits, appendices, schedules, and attachments to this Agreement; (c) all statutes, ordinances, regulations, rules, or other documents incorporated by reference into this Agreement; (d) all amendments, modifications, or supplements to this Agreement.

Article II. Allocation and Spend Plans

1. Allocation.

The 2019 EMPG funds shall be disbursed pursuant to the County’s FY 2019 EMPG Grant application for each City/Town. County shall reimburse to Town funds that Town expends under the 2019 EMPG program for eligible expenditures. The amount for Town shall not exceed **\$10,800**, unless additional

funds become available under the 2019 EMPG program following the execution of this Agreement. If additional funds are allocated, an amendment to this Agreement shall follow.

Town acknowledges and agrees that County shall have no obligation to disburse EMPG funds to Town until County and Town have fully and finally executed this Agreement.

Town acknowledges and agrees that County shall have no obligation to disburse EMPG funds to Town unless and until the State of California has approved \$519,832 in FY 2019 EMPG funding.

2. Spend Plans

Upon execution of this agreement, Town shall provide County with Spend Plans for review by County's Office of Emergency Management ("OEM") Director or designee. All Spend Plans must be approved by County's OEM Director or designee based on projects County has submitted to the State for the 2019 EMPG program. If County's OEM Director does not approve Town's Spend Plan, County OEM shall notify Town, and Town shall have 10 days from the date of the notice to submit a revised Spend Plan to County OEM for approval or risk reallocation of funds. Town's Spend Plans are a required part of this MOU.

Article III. Requests for Reimbursement and Reimbursements

1. Required Documentation for Reimbursement

The EMPG is a reimbursement grant under which Cal OES disburses reimbursement funds to County, and County disburses reimbursement funds to Town. No cash advances are permitted under the EMPG program.

The EMPG is a matching funds grant that requires Town to provide a dollar-for-dollar match for any EMPG funds it receives. All invoices/ requests for reimbursement from Town must include appropriate documentation such as receipts or payment records as well as other documentation required under Federal or State grant program requirements (see Article III).

(a) Requests for Equipment

Town is solely responsible for procuring any equipment under this Agreement in accordance with Federal requirements for procuring grant funded equipment; and, if more restrictive, applicable Town procurement policies and requirements.

Prior to purchasing any equipment under this Agreement, when required, Town must submit an Environmental and Historic Preservation (EHP) Screening form and receive written approval from FEMA.

The following documentation must be provided along with any reimbursement requests for equipment:

- Quote or solicitation documents
- Summary of pricing and chosen vendor
- Documentation that vendor is not on the excluded parties list (<https://sam.gov/>) a print-out of the search result page will suffice)
- Purchase order and/or contract

- Receiving documentation/packing slip
- Invoice
- Proof of payment

All equipment must be indicated in the Spend Plan Town submits to County, and must be authorized per the web-based Authorized Equipment List published by FEMA and available via: <https://www.fema.gov/authorized-equipment-list>.

(b) Subcontracts

Subcontracts totaling \$25,000 or more require preapproval from the County. If Town is allowed to award subcontracts totaling \$25,000 or more, it must report on any such subcontracts and on Highly Compensated Individuals on the Financial Disclosure Form, Exhibit E, within 30 days of the award. The following information must be included in Town's report on any sub-award exceeding \$25,000:

- Name of entity receiving award;
- Amount of award;
- Funding agency;
- Catalog of Federal Domestic Assistance program number;
- Award title (descriptive of the purpose of the funding action);
- Location of the receiving entity and primary location of performance including city, state, and federal Congressional district;
- Dun & Bradstreet (D&B) DUNS Number of the receiving entity, and of its parent if applicable; and
- Total compensation and names of receiving entity's five most highly compensated executives if:
 - In the preceding fiscal year, the subcontractor received 80 percent or more, and \$25,000,000 or more, of its gross annual revenue from federal procurement contracts or subcontracts or from federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.230; and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), 78o(d), or under section 6104 of the Internal Revenue Code of 1986.
 - Town must report subcontractor executive compensation by the end of the month following the month in which it makes the subaward. For example, if the subaward is obligated in any date in April 2019, Town must report any required compensation information by May 31, 2019.

Classified information that, in the interest of national security, requires protection against unauthorized disclosure (i.e., information deemed Top Secret, Secret, or Confidential under Executive Order 12958) is exempt from the Prime and Sub-Recipient reporting requirements, as are contracts with individuals.

(c) Sole Source Contracts

Sole source contracts of \$250,000 or more are not allowable under the EMPG program unless first approved by Cal OES. Town must obtain sole source request documentation and submit it

to the Grants Manager of County's OEM. Upon Town's completion and submission of the required sole source documentation, County's Grants Manager shall forward all sole source documents to the appropriate Cal OES contact for review and approval. Only after Cal OES approval is given can a sole source procurement be completed and expenditures reimbursed using EMPG allocated funds. All sole source procurements must follow Federal procurement requirements for grants and, if more restrictive, the Town's own procurement policies.

(d) Grant Funded Personnel

EMPG grant-funded personnel are any personnel paid at any percentage with EMPG funding. This includes M&A staff funded by EMPG Program funds. All EMPG Program funded personnel shall complete the training requirements in Article IV, Section 2 (c) by December 31, 2019.

Recorded proof of completion, such as all certificates of completion, must be submitted by the Town to County (OEM) before any reimbursements to the Town will be made. In any case, proof of completion must be provided by December 31, 2019.

Documentation of participation in exercises is also required by the grant and progress towards meeting this requirement must be reported to the grant manager at least quarterly.

Time reporting requirements: To receive payments for personnel costs, Town must submit time and payroll documentation that meets Federal Grant, State Grant (Cal OES) and County reporting requirements.

(e) Other Requests

The following documentation is required for all reimbursement requests for contractors:

- Quote or solicitation documents
- Executive summary of how contractor was chosen
- Documentation that vendor is not on the excluded parties list (<https://www.sam.gov/>) (a print-out of the search result page will suffice)
- Purchase order and/or contract
- Invoice showing deliverables and milestones completed
- Proof of payment
- Financial Disclosure Form (Exhibit E) if awarded contract exceeds \$25,000

2. Submission of Requests for Reimbursement

(a) Town shall submit reimbursement requests to County's OEM (see Article V.1 below) on a quarterly basis, as detailed in the chart below. Unless pre-approved by County's OEM Director or designee, all reimbursement requests shall be due fifteen calendar days after the end of the quarter, with the exception of the final expenditure and/or invoice, as indicated below. Any expenditure during the final period identified in the chart below shall be made by March 15, 2021, and any related invoice shall be submitted by March 31, 2021, unless otherwise pre-approved by County's OEM Director or designee, in order to meet 2019 EMPG deadlines. Reimbursement requests shall be due for expenditures during specified periods as follows:

For Expenditures During the Period:	Due Dates for Reimbursement Requests:
July 1, 2019 through December 31, 2019	January 15, 2020
January 1, 2020 through March 31, 2020	April 15, 2020
April 1, 2020 through June 30, 2020	July 15, 2020
July 1, 2020 through September 30, 2020	October 15, 2020
October 1, 2020 through December 31, 2020	January 15, 2021
January 1, 2021 through March 15, 2021	March 31, 2021

- (b) During the term of this Agreement, County is not obligated to honor any request for reimbursement that is submitted after the due dates for reimbursement requests for expenditures within a given quarter as specified above in Article II, Section 2(a).
- (c) All grant funds not claimed by Town via a proper reimbursement request, which includes all required documentation, by March 31, 2021 will be forfeited. County may then determine how to spend those funds in accordance with grant requirements.

Article IV. Use of Funds

1. Master Grant Obligations

- (a) Town shall comply with the EMPG Federal Program Guidance, the State Guidance, and the Grant Certifications and Assurances, attached as Exhibit B. Town shall require any subgrantee, contractor, or other entity receiving EMPG funds through or from Town to execute a copy of the Grant Certifications and Assurances, and shall be responsible for ensuring that subgrantee, contractor, or other entity complies with the Grant Certifications and Assurances.
- (b) Town shall ensure its Project Manager attends a grant kickoff meeting with County OEM staff. Additionally, Town shall ensure its Project Manager is available to meet with County OEM staff upon request during the period of this agreement to report on progress on each project funded under this Agreement.
- (c) Town shall comply with all other applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved Spend Plans; and any other conditions imposed by Cal OES or by this Agreement, provided that if any provisions of this Agreement conflict with any State requirements, the State requirements will control. Town shall ensure that any subgrantee, contractor, or other entity receiving EMPG funds through or from Town complies with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved Spend Plans; and any other conditions imposed by Cal OES or by this Agreement.
- (d) By executing this Agreement, Town certifies that it is not debarred, suspended, or otherwise ineligible to receive EMPG funds. In addition, Town shall ensure and independently verify that any subgrantee, contractor, or other entity receiving EMPG funds through or from Town is not debarred, suspended, or otherwise excluded from participation in the EMPG program. Town shall maintain documentary proof of this verification in its files.

2. Scope of Services

- (a) Town shall use the funds granted under this Agreement only for the purpose of implementing applicable initiatives under the 2019 EMPG program, as indicated in Exhibit C, Program Narrative. Town shall not use the funds granted under this Agreement for any other purpose. County shall not be required to disburse funds to or otherwise pay Town for services, materials, equipment, or supplies provided by Town that are beyond the scope of the services, materials, equipment, or supplies agreed upon in this Agreement or a lawfully executed written amendment.

Indirect costs are allowable under the FY19 EMPG grant. Allowability of Indirect costs does not increase the total amount of the State, Operational Area or other sub-recipient (i.e. jurisdictions) grant awards. Claims for indirect costs therefore necessarily decrease the federal funds available to pay for direct project costs. Subawards are based on the direct cost of approved projects. Sub-recipients wishing to claim indirect costs must use an indirect cost rate in compliance with applicable Federal guidance and regulations including 2 C.F.R. § 200.68 and Subpart E.

- (b) All EMPG grant-funded personnel (e.g. an Emergency Preparedness Planner employed by the Town under this grant) shall participate in no less than three exercises in a 12-month period. EMPG grant-funded personnel are any personnel paid at any percentage with EMPG funding. This includes contracted personnel, as well as M&A staff funded by EMPG grant funds. There is no specific requirement for level of “participation” in the exercises – i.e., observation and attendance satisfies the objective. The exercises can be of any type (e.g., Drills, Tabletop Exercises, or Functional) within the performance period (see <https://hseep.dhs.gov>). Participation in exercises by grant funded staff must be reported quarterly to ensure adequate progress is being made toward meeting this requirement.
- (c) To ensure the development of a professional emergency management workforce, all EMPG grant-funded personnel shall complete the following 11 training requirements and shall record proof of completion:
- National Incident Management System (NIMS) Training:
 - i. IS 100 Introduction to Incident Command System
 - ii. IS 200 ICS for Single Resources and Initial Action Incident
 - iii. IS 700 National Incident Management System, An Introduction
 - iv. IS 800 National Response Framework, An Introduction
 - FEMA Professional Development Series:
 - v. IS 120.c Introduction to Exercises
 - vi. IS 230.d Fundamentals of Emergency Management
 - vii. IS 235.c Emergency Planning
 - viii. IS 240.b Leadership and Influence
 - ix. IS 241.b Decision Making and Problem Solving
 - x. IS 242.b Effective Communication
 - xi. IS 244.b Developing and Managing Volunteers

The aforementioned courses are all available for free on-line at the following links:
<http://training.fema.gov/IS/NIMS.aspx> & <http://training.fema.gov/emiweb/PDS/>

Note: The “G” course series and classroom-based equivalents can be used as an alternate to satisfy these training requirements. Past completion of the above courses (or qualifying equivalent) may be considered acceptable in meeting this requirement.

Article V. Term and Termination

1. Term of Agreement

This Agreement is effective from July 1, 2019 through June 30, 2021—the FY 2019 EMPG performance period established by the State for the County.

2. Availability of Funds

- (a) The parties acknowledge and agree that this Agreement is dependent upon the availability of County, regional, State and/or federal funding.
- (b) Budgetary Contingency: This Agreement is contingent upon the appropriation of sufficient funding by County for the products and services covered by this Agreement. If funding is reduced or eliminated by County for the products or services covered by this Agreement, County has the option to either terminate this Agreement with no liability occurring to County or to offer an amendment to this Agreement indicating the reduced amount.
- (c) The obligations of County to make payments in accordance with the provisions of this Agreement may be delayed, reduced or terminated as a result of any delay, reduction, or change in allocation or allotment in funding to County from federal, State or other regional funding sources.

3. Termination

- (a) Termination for Convenience. County shall have the option, in its sole discretion, to terminate this Agreement at any time without cause upon written notice to Town. The written notice shall specify the date on which termination shall become effective, which shall be no less than seven (7) days from the date of the notice.
- (b) Termination for Cause. Either party may terminate this Agreement for cause upon written notice to the other party. The written notice shall specify the date on which termination shall become effective, which shall be no less than thirty (30) days from the date of the notice. Termination for cause includes, but is not limited to, a material breach of this Agreement, a violation of any applicable laws, or failure to comply with applicable EMPG guidelines.
- (c) Opportunity to Cure. In the event of termination for material breach of this Agreement, the non-breaching party shall give written notice of the breach to the breaching party, specifying the breach/cause. The breaching party shall not be deemed in default and the non-breaching party shall not institute proceedings or exercise any remedies against the breaching party unless the breach has not been cured, corrected or remedied within thirty (30) days after the breaching party’s receipt of the notice of breach, or within such longer period as may be reasonably required to cure, correct or remedy the breach, provided the breaching party has commenced its cure, correction or remedy within the thirty (30) day period and diligently and continuously pursues that cure, correction or remedy.

- (d) If this Agreement is terminated, Town shall return EMPG funding in accordance with EMPG program guidelines.

Article VI. Indemnification and Liabilities

1. Indemnification by Town

In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the parties under Government Code section 895.6, County and Town agree instead that under Government Code section 895.4, Town shall fully indemnify and hold County, its officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of Town, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to Town under this Agreement. This indemnity shall include, without limitation, reasonable attorneys' fees, consultants and experts and related costs, and County's cost of investigating any claim.

2. Duty to Defend

Town acknowledges and agrees that its obligation to defend County under Article V.1: (a) is an immediate obligation, independent of its other obligations under this Agreement; and (b) applies to any claim, expense, cost, damage, or liability falling within the scope of Article V.1, regardless of whether the allegations made in connection with that claim, expense, cost, damage, or liability may be groundless, false, or fraudulent. County shall provide Town with prompt notice of any claim, expense, cost, damage, or liability under Article V.1 and Town shall have the right to defend, settle, or compromise that claim, expense, cost, damage, or liability, provided, however, that County shall have the right to retain its own counsel at Town's expense if representation of County by counsel retained by Town would result in a conflict of interest, and that Town shall obtain County's prior written consent to settle or compromise if Town contends that County shares in any liability. County's failure to notify Town promptly of any claim, expense, cost, damage, or liability shall not relieve Town of liability to County under Article V.1 unless that failure materially impairs Town's ability to defend against the claim, expense, cost, damage, or liability.

3. Limitation on Liability

County, its officers, board members, employees, and agents shall not be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of Town, its officers, board members, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to Town under this Agreement.

County's obligations under this Agreement shall be limited to the aggregate amount of EMPG funds actually disbursed. Notwithstanding any other provision in this Agreement or any other document or communication between County and Town relating to this Agreement, in no event shall County be liable for any damages arising out of or in connection with this Agreement, the EMPG funds, Town's Spend Plan, or any activities performed in connection with this Agreement.

Article VII. Miscellaneous

1. Notice

All notices required by this Agreement shall be deemed given when provided in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing:

To Town:

Arn Andrews
Assistant Town Manager
110 East Main Street
Los Gatos, CA 95030

To County:

Ivan Williams
EMPG Grant Manager
County of Santa Clara Office of Emergency Management
55 W. Younger Ave., Suite 450
San José, CA 95110

2. Compliance with all Laws, Including Nondiscrimination, Equal Opportunity, and Wage Theft Prevention

- (a) Compliance with All Laws. Town shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (b) Compliance with Non-Discrimination and Equal Opportunity Laws: Town shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Town shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Town discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (c) Compliance with Wage and Hour Laws: Town shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

- (d) **Definitions:** For purposes of this Subsection, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality of Assurance.
- (e) **Prior Judgment, Decisions or Orders against Town:** By signing this Agreement, Town affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Town violated an applicable wage and hour law or pay equity law. Town further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.
- (f) **Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract:** If at any time during the term of this Agreement, Town receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Town shall promptly satisfy and comply with any such Final Judgment. Town shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Town shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (g) **Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement concerning access to Town’s records, Town shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County’s request, Town shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County’s access to such records and facilities shall be permitted at any time during Town’s normal business hours upon no less than 10 business days’ advance notice.
- (h) **Pay Equity Notification:** Town shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Town for a job in California (collectively, “Employees and Job Applicants”) with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this

Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Town's Employees and Job Applicants.

- (i) **Material Breach:** Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
 - 1. Suspend or terminate any or all parts of this Agreement.
 - 2. Withhold payment to Town until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - 3. Offer Town an opportunity to cure the breach.
- (j) **Subcontractors:** Town shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

3. County No-Smoking Policy

Town and its employees, agents and subcontractors shall comply with County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where County is the sole occupant, and (3) in all County vehicles.

4. Food and Beverage Standards

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Town with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low-fat and low-calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Town shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high-calorie desserts; (3) attempt to accommodate special dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Town should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are: (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, for which sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored reduced fat (either nonfat or 1% low-fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8-ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40

calories per 8-ounce serving. Sugar-sweetened beverages shall not be provided.

5. Governing Law, Venue

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

6. Assignment

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

7. Entire Agreement

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8. Amendments

This Agreement may only be amended by a written instrument signed by the Parties.

9. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10. Contract Execution

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

11. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

12. Waiver

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and

shall apply to the specific instance expressly stated.

13. Conflicts of Interest

Town shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Town covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Town further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Town, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Town shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Town's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Town's service to the County under this Agreement. Town shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Town shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Town shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

14. Contracting Principles

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, the Town and all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through

representatives of the Town, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

15. California Public Records Act

County and Town are public agencies subject to the disclosure requirements of the California Public Records Act ("CPRA"). If either County's or Town's proprietary information is contained in documents or information submitted to the other party, and the submitting party claims that such information falls within one or more CPRA exemptions, the submitting party must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the receiving party will make best efforts to provide notice to the submitting party prior to such disclosure. If the submitting party contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the receiving party is required to respond to the CPRA request. If the submitting party fails to obtain such remedy within the time the receiving party is required to respond to the CPRA request, the receiving party may disclose the requested information.

16. Third Party Beneficiaries

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

17. Certified Resolution of Signature Authority

Upon request of County, Town shall deliver to County a copy of the resolution(s) authorizing execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of Town.

Signed:

COUNTY OF SANTA CLARA

By _____
Garry Herceg _____ Date
Deputy County Executive

Approved as to Form and Legality:

Kavita Narayan _____ Date
Lead Deputy County Counsel

TOWN OF LOS GATOS

By _____
Laurel Prevetti _____ Date
City Manager

Approved as to Form:

City Attorney _____ Date

Enclosures

- | | |
|-----------|--|
| Exhibit A | Santa Clara County EMPG Notification of Application Approval |
| Exhibit B | Grant Certifications and Assurances |
| Exhibit C | Project Narratives |
| Exhibit D | Functional Timesheet Template |

EXHIBIT A

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

ITEM NO. 5.



October 22, 2019

Garry Herceg
Deputy County Executive
Santa Clara County
70 West Hedding St. 11th Floor
San Jose, CA 95110

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL

Fiscal Year (FY) 2019 Emergency Management Performance Grant
(EMPG)
Subaward #2019-0003, Cal OES ID#085-00000
Subaward Period of Performance: 07/01/2019-06/30/2021

Dear Mr. Herceg:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2019 EMPG subaward in the amount of \$519,832. Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES Financial Management Forms Workbook (FMFW). Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to 2 CFR §§ 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in Title 2, Code of Federal Regulations (CFR), Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.



3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8506 TELEPHONE (916) 845-8511 FAX
www.CalOES.ca.gov

Garry Herceg
October 22, 2019
Page 2 of 2

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency's Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals for future grant opportunities.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,



MARK S. GHILARDUCCI
Director

DocuSigned by:

Garry Herceg

4A35B9110C5C4BE...

10/25/2019

Garry Herceg
Santa Clara County

Date



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body; and
- (d) The official executing this agreement is, in fact, authorized to do so.



Standard Assurances For All Cal OES Federal Grant Programs

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.



Standard Assurances For All Cal OES Federal Grant Programs

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:



Standard Assurances For All Cal OES Federal Grant Programs

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



Standard Assurances For All Cal OES Federal Grant Programs

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;



Standard Assurances For All Cal OES Federal Grant Programs

- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.



Standard Assurances For All Cal OES Federal Grant Programs

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.



Standard Assurances For All Cal OES Federal Grant Programs

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



Standard Assurances For All Cal OES Federal Grant Programs

- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.



Standard Assurances For All Cal OES Federal Grant Programs

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.



Standard Assurances For All Cal OES Federal Grant Programs

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.



Standard Assurances For All Cal OES Federal Grant Programs

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.



Standard Assurances For All Cal OES Federal Grant Programs

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.



Standard Assurances For All Cal OES Federal Grant Programs

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1](#), hereby incorporated by reference, which can be found at:
<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____



Federal Funding Accounting and Transparency Act (FFATA) Financial Disclosure

Public Law (PL) 109-282 Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (PL 110-252), which is outlined in the Federal Emergency Management Agency, Grant Programs Directorate Information Bulletin No. 350.

As defined by the Office of Management Budget, the following are subject to FFATA reporting requirements:

1. All new federal awards of \$25,000 or more as of October 1, 2010.
NOTE: Cal OES reports on this requirement in the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).
2. The Total Compensation and Names of the top five executive, if the Subrecipient in the preceding year received:
 - a. 80 percent or more of its annual gross revenues in Federal Awards; **and**
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; **and**
 - c. The public does not have access to information about the compensation of the senior executives of the entity.

Subrecipients are required to provide the Executive compensation information in the below chart, if applicable.

Executive Name	Title	Annual Salary	Annual Dollar Value of Benefits	Total Compensation

☐ Not subject to the Executive Compensation requirement of the FFATA Financial Disclosure.



Federal Funding Accounting and Transparency Act (FFATA) Financial Disclosure

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____



Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Certification Regarding Lobbying

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

2019 EMPG Project Proposal Request Form / Template



I. Background Information

I	A.	Requestor Contact Information
	Agency	Santa Clara County Office of Emergency Services
	Name	Ivan Williams
	Position/Title	OAC Liaison/Senior Management Analyst
	Phone	408-808-7835
	Mobile Number	
	Agency Address	Office of Emergency Services 55 West Younger Avenue, Suite 450 San Jose, CA 95110
	Email	
I	B.	Project Name
		EOC Computers & Technology
	TOTAL PROJECT COST (Insert the total from Funding section)	\$100,000 (scalable)
I	C.	Project Type Use the checkbox to indicate corresponding project
	<input type="checkbox"/>	This project is a new Project.
	<input checked="" type="checkbox"/>	This project is part of an ongoing Project.
	<input type="checkbox"/>	This project is for sustainment of a previously funded Project.

II. ALIGNMENT WITH NATIONAL PREPAREDNESS GOALS by Core Capability and Mission Area

I	D.	Solution Areas
	<input type="checkbox"/> Planning	<input type="checkbox"/> Organization
	<input checked="" type="checkbox"/> Equipment	<input type="checkbox"/> Training
	<input type="checkbox"/> Exercises	
	↓	↓
	↓	↓
	↓	↓
	↓	↓
	↓	↓
	Choose ONLY one Sub Area (Sub Category) for Mission Areas above	
	<input type="checkbox"/> Community Outreach	<input type="checkbox"/> Staffing
	<input type="checkbox"/> Conference	<input type="checkbox"/> Day to Day Activities / operations that support emergency management
	<input type="checkbox"/> Develop and Enhance Plans, Protocols and Systems	<input checked="" type="checkbox"/> Information Technology
		<input type="checkbox"/> Cyber Security Enhancement Equipment
		<input type="checkbox"/> Interoperable Communications Equipment
		<input type="checkbox"/> Other Authorized Equipment
	<input type="checkbox"/> Staff Expenses	<input type="checkbox"/> Design/Develop
	<input type="checkbox"/> Course Development	<input type="checkbox"/> Conduct / Attend / Evaluate
	<input type="checkbox"/> Course Delivery and Evaluation	<input type="checkbox"/> Supplies / Materials / Production Costs
	<input type="checkbox"/> Staff Expenses	
	<input type="checkbox"/> Certification / Recertification of instructors	

I E. Core Capability and Specific Measures/Metrics				
Identify which of the 11 Emergency Management Core Capabilities (or other Core Capability) this project addresses as well as the specific measures and metrics it is expected to improve or sustain.				
<input checked="" type="checkbox"/> Planning	<input checked="" type="checkbox"/> Public Information & Warning	<input checked="" type="checkbox"/> Operational Coordination	<input type="checkbox"/> Long-Term Vulnerability Reduction	<input type="checkbox"/> Risk and Disaster Resilience Assessment
<input checked="" type="checkbox"/> Situational Assessment	<input type="checkbox"/> Community Resilience	<input type="checkbox"/> Threats and Hazard Identification	<input type="checkbox"/> Logistics and Supply Chain	<input type="checkbox"/> Mass Care Services
<input type="checkbox"/> Economic Recovery	<input type="checkbox"/> Other (please specify) _____			
Please identify each specific measure/metric this project is expected to improve /sustain:				
1. Measure/Metric: Operational Coordination —Jurisdiction (County, Cities and Town) EOCs have information technology and communications equipment that is standardized and interoperable for information sharing with: local governments including special districts in the Op Area, County and city agency DOCs in the Op Area, Incident Command Systems in incorporated or unincorporated areas either directly or through DOCs in the Op Area, Volunteer and private agencies in the Op Area, Operational Area Mutual Aid Coordinators, CalOES Regional EOC and Regional Mutual Aid Coordinators.				
2. Measure/Metric: Situational Assessment —100% of Jurisdiction (County, City and Town) DOCs and EOCs have information technology equipment and software that is standardized/interoperable and can facilitate and maintain situational awareness across the Operational Area.				
3. Measure/Metric: Planning —Jurisdictions (County, Cities and Towns) have up-to-date computers and current and specific software tools to help its homeland security and emergency management planners effectively track, update, and manage its EOP.				
4. Measure/Metric: Public Information & Warning —Jurisdictions (County, Cities and Towns) can deliver an initial public warning to up to 50,000 people within 30 minutes following the discovery of the hazard causing the warning to be issued.				

I F. Project Description/Justification	
Briefly describe exactly what the project entails (including any equipment purchases or contracting that will be necessary for the project). Please also describe how the project is expected to impact (improve/sustain) the Core Capability(ies) and specific measures/metrics identified above.	
<p>This project enables Operational Area emergency managers to fully leverage data communication capabilities and sharing of critical information in their EOCs. Computers support response and mitigation during emergencies and disasters via common operating picture and resource management web based programs such as Web EOC, HSIN, COPLink, Mutualink, etc. as well as by supporting situational awareness.</p> <p>Eligibility of Operational Area jurisdictions for this funding is based on the following criteria:</p> <p><u>Equipment criteria—Laptops/Computers</u></p> <ul style="list-style-type: none"> Funding is primarily for replacement of existing EOC laptops that are at least 4 years old. Written justification must be provided if funding is requested for additional laptop capacity (i.e. non-replacement laptops) in the City/Town EOC. This written justification must identify the specific EOC needs the additional laptop(s) would provide for as well as specifically how the laptop will be used in the EOC during an activation. These requests will be evaluated and approved on an individual basis. Funding is limited to a maximum of \$1,600 per computing device (including all peripherals, tax and shipping). 	

- Grant funds cannot be used to purchase warranties, maintenance/service agreements, or software that aren't bundled/included with the laptop.
- Any computing device purchased under this project must be capable of running WebEOC—e.g. able to connect to the city/town network and run the necessary browser or other software to access WebEOC.

Equipment Criteria—

Projectors/Screens/Monitors/Displays/Printers/Laminators/Switches

- Each piece of equipment under this category must be fully described including both equipment quantities and specifications (e.g. 2 50" displays), where in the EOC it will be mounted/ located (e.g. North wall) and how it will be used (e.g. to provide situational awareness, WebEOC status boards, etc.).
- Mounted equipment will require State and Federal Environmental and Historic Preservation (EHP) approval prior to purchase of equipment. Forms must be submitted as soon as possible after grant award.
- Cost estimates, including actual bids/pricing information for the equipment must be provided to the grant manager for review and approval. The overall EOC technology project budget may require prioritization of individual jurisdiction's specific technology projects.

City/Town Criteria

- The City/Town must email their intent to use EMPG funding for computing devices—along with the number and type (e.g. laptop) of devices and any required justifications—by June 30, 2019.
- Each City/Town must enter into an MOU with the County for the computers by January 31, 2020.
- Each City/Town must procure any approved computers under an existing competitive contract OR obtain bids in accordance with local (City/Town) and Federal procurement rules (whichever is more restrictive).

Each City/Town must procure any approved computers / equipment and submit all invoices to the County Office of Emergency Services by March 15, 2020.

I	G.	Does this project require a sole source?		
		<input type="checkbox"/> Yes	If "Yes", please explain	<input checked="" type="checkbox"/> No N/A

I	H. Installation Does this project require installation, new construction or renovation, retrofitting, or modification of existing structures?
	<input checked="" type="checkbox"/> Yes, If "Yes", please: <input type="checkbox"/> No
	1. Provide an explanation AND 2. Attach a completed <u>Environmental and Historic Preservation</u> screening form (EHP) available from http://www.fema.gov/media-library/assets/documents/90195
	Specific jurisdiction equipment may be mounted and require an EHP. Completed EHP forms will be required once a specific project that requires installation is selected.

FUNDING

III	A. Proposed funding amount Provide the proposed funding amount to be obligated from this Project towards Planning and Equipment elements. (Please check the appropriate box(es) on the left side for all that apply). Also, for each funding area selected, provide a brief narrative below describing the items or services being funded.														
	<table border="1"> <thead> <tr> <th>ELEMENT</th> <th>PROPOSED FUNDING</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Planning</td> <td>\$</td> </tr> <tr> <td><input checked="" type="checkbox"/> Equipment</td> <td>\$100,000</td> </tr> <tr> <td><input type="checkbox"/> Management & Administration</td> <td>\$</td> </tr> <tr> <td><input type="checkbox"/> Training</td> <td>\$</td> </tr> <tr> <td><input type="checkbox"/> Exercise</td> <td>\$</td> </tr> <tr> <td>TOTAL PROJECT COSTS</td> <td>\$</td> </tr> </tbody> </table>	ELEMENT	PROPOSED FUNDING	<input type="checkbox"/> Planning	\$	<input checked="" type="checkbox"/> Equipment	\$100,000	<input type="checkbox"/> Management & Administration	\$	<input type="checkbox"/> Training	\$	<input type="checkbox"/> Exercise	\$	TOTAL PROJECT COSTS	\$
ELEMENT	PROPOSED FUNDING														
<input type="checkbox"/> Planning	\$														
<input checked="" type="checkbox"/> Equipment	\$100,000														
<input type="checkbox"/> Management & Administration	\$														
<input type="checkbox"/> Training	\$														
<input type="checkbox"/> Exercise	\$														
TOTAL PROJECT COSTS	\$														

Description of Expenditures That Will Be Used for Project Grant Match

Emergency Management Personnel Expenditures via Functional Timesheets and Burdened Labor Rate.

AEL #	Equipment Use this link to locate and provide the Authorized Equipment number needed for equipment approval https://www.fema.gov/media-library/assets/documents/101566
<input checked="" type="checkbox"/> 04HW-01-INHW 04MD-03-DISP 04MD-02-PROJ	Information Technology
<input type="checkbox"/>	Cyber Security Enhancement Equipment
<input type="checkbox"/>	Interoperable Communications Equipment
<input type="checkbox"/>	Detection Equipment
<input type="checkbox"/>	CBRNE Reference Materials
<input type="checkbox"/>	CBRNE Incident Response Vehicle
<input type="checkbox"/>	Physical Security Enhancement Equipment
<input type="checkbox"/>	Power Equipment
<input type="checkbox"/>	CBRNE Logistical Support Equipment
<input type="checkbox"/>	Other Authorized Equipment: Contact grants manager prior to selected this sub-category

III	B. Other Source(s) of funding List other source(s) of funding that is being requested or utilized for this project (<i>check the appropriate box(es) on the left side</i>)												
	<table border="1"> <thead> <tr> <th>ELEMENT</th> <th>PROPOSED FUNDING</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> UASI</td> <td>\$</td> </tr> <tr> <td><input type="checkbox"/> SHSGP</td> <td>\$</td> </tr> <tr> <td><input type="checkbox"/> General Funds</td> <td>\$</td> </tr> <tr> <td><input type="checkbox"/> Other Grant Funds</td> <td>\$</td> </tr> <tr> <td>TOTAL OTHER FUNDING</td> <td>\$0</td> </tr> </tbody> </table>	ELEMENT	PROPOSED FUNDING	<input type="checkbox"/> UASI	\$	<input type="checkbox"/> SHSGP	\$	<input type="checkbox"/> General Funds	\$	<input type="checkbox"/> Other Grant Funds	\$	TOTAL OTHER FUNDING	\$0
ELEMENT	PROPOSED FUNDING												
<input type="checkbox"/> UASI	\$												
<input type="checkbox"/> SHSGP	\$												
<input type="checkbox"/> General Funds	\$												
<input type="checkbox"/> Other Grant Funds	\$												
TOTAL OTHER FUNDING	\$0												

Other Funds: Explain how any other funds, such as general funds, UASI, etc., will be used to assist in implementation of this project. N/A
--

III. PROJECT MANAGEMENT AND IMPLEMENTATION

IV	A. Milestones Identify up to 5 additional milestones, with start and end dates, which will be achieved within the performance period under the 2019 EMPG. No start date should begin before July 1, 2019 and no end date should end after June 30, 2020. These dates are subject to change based on notification of application approval. No equipment may be purchased, contracts started or project costs incurred until notified by Grant Administrator that funds may be spent. If unsure of exact dates, use Quarter timeframes Include key steps in the procurement process—i.e. RFP issuance, Contract execution, PR issuance, delivery, etc.		
MILESTONE NUMBER	MILESTONE NAME/DESCRIPTION (1,000 CHARACTER LIMIT)	START DATE (MM/DD/YYYY)OR Q1, Q2, Q3, Q4	END DATE (MM/DD/YYYY)OR Q1, Q2, Q3, Q4
1	MOU between City/Town and County in Place	As early as July 1, 2019	January 31, 2020
2	Functional Timesheet Collection and Submission to Grant Manager for Project Grant Match	July 1, 2019	June 30, 2020
3	Environmental Historic Preservation (EHP) FEMA Review Completed (If applicable)	As early as August 1, 2019	December 31, 2019
4	City/ Town Performance Period	As early as July 1, 2019	No later than April 30, 2020
5	City/Town Service Agreement for Contracted Services / Purchase Requisition Issued	As early as July 1, 2019	No later than January 31, 2020
6	City/Town Procurement of Project Equipment (once grant award is made and MOU is signed)	As early as August 1, 2019	No later than March 31, 2020
7	Installation and testing of Project Equipment	As early as November 1, 2019	No later than April 30, 2020
8	City/Town submits invoice to County for reimbursement	As early as December 1, 2019	No later than April 30, 2020
9			
10			

IV	B.	Project Outcomes Describe the outcomes and benefits that will be achieved as a result of this project. The outcomes should address specific core capability measures/metrics.
		<p>EOC laptops and EOC equipment will increase the ability for first responders and emergency managers to effectively collect and provide information and data throughout the operational area and region. In addition they enhance local emergency managers' abilities to respond to and mitigate the emergency or disaster. Laptops must meet minimum standard requirements to support WebEOC, HSIN, COPLink, and WebLink as well as other websites and software that may be needed in a disaster.</p> <p>A laminator with the capacity to create large sized documents and maps provides staff with the ability to quickly create operational maps and charts when a hazard occurs. Maps and charts of relevant information, such as the location of the city's power lines, can be made in advance and prepared so that in an emergent situation they can be quickly accessed and used. Staff will can affix the laminated documents to walls for easy viewing and updating by ops center personnel.</p> <p>Enhanced technology in EOCs create more efficient and effective Emergency Operations Center. The equipment will be interoperable with existing communications systems, enabling live updates during hazard events. Situational awareness will be available to all EOC personnel at all times, with multiple screens in various strategic locations around the room projecting and sharing updated information for events throughout the City/Town as well as the region. Updated technology facilitates the exchange of real time data with outside agencies and provides timely communication and notification to the public when a hazard occurs.</p>
IV	C.	Project Deliverables Describe the specific deliverables that will be produced as a result of this project.
		<p>EOC laptops for jurisdictions within the Operational Area capable of supporting and displaying WebEOC, HSIN, COPLink, and WebLink as well as the other work of an Emergency Operations Center during a disaster.</p> <p>EOC displays (projector, monitor, wall maps, etc.) will be upgraded to facilitate better situational awareness and to communicate a common operating picture within the EOC as well as facilitate interoperable communication with the public and outside agencies.</p>

EOC TECHNOLOGY SURVEY RESULTS

Your City/Town	Is your City/Town interested in replacing outdated EOC laptops/ other EOC equipment using EMPG FY19 funds?	How many of your city's/town's current EOC computers/laptops are more than 4 years-old?	How old (in years) are your oldest EOC computers/laptops (please don't include Alternate EOC laptops when answering this)?	How many EOC computers/laptops is your city/town interested in procuring sometime between October 2019 and April 2020 using EMPG 2019 funds?	Is there other EOC equipment (e.g. displays, projectors, screens, switches) your city/town is interested in procuring with EMPG 2019 funds? If yes, please describe the equipment in the comments section below.	Comments/ Clarifications About Your Responses	Rough Budget Estimate
Campbell	Yes	4	6	5	No		\$8,000
Cupertino	Yes	6	5+	6	Yes	As this grant is for technical equipment would it include lock and docks including network connectivity for computers to keep them charged and updated? Is it possible to use this funding for fiber optic needs, internet/wifi connectivity? As technology is growing, changing and updating will the equipment made available through this grant also grow and change?	\$12,000
Gilroy	Yes	14	9	14	Unsure		\$22,400
Los Altos Hills	Yes	5	5	5	No		\$8,000
Los Gatos	Yes	10	4 years	10	Yes	Video display wall. Four 55" displays and media controller for multiple inputs.	\$15,000
Milpitas	Yes				Yes	high capacity printer/copier/scanner	\$5,000
Morgan Hill	Yes	5	9	5	Yes	Video Switch for multiple monitors/inputs and necessary connectors/amplifiers	\$16,017
Mountain View	Unsure				Unsure		\$0
Palo Alto	No				Yes	Palo Alto OES would like to purchase 6 to 8 computer monitors to function as a second display screen to existing laptop computers.	\$4,800
San Jose	Yes	13	8	16	Yes	16x16 HDMI Video Matrix Switch, 4K HDMI Quad Screen Multiviewer	\$45,600
Santa Clara	Yes	0	3	0	Yes	We are more interested at this time in procuring smart tvs/monitors to replace projectors & screens; also replacing older tvs with smart tvs for broadcasting..	\$15,000
Saratoga	No				No		\$0
Sunnyvale	No				No		\$0
							\$151,817

EXHIBIT D

LABOR DISTRIBUTION TIME SHEET		Week Ending		First and Last Name		City/County Participating Sample City									
		WBS #		107-G107EM19											
PROJECTS	HOURS WORKED BY DAY														TOTAL HOURS
	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	
A - EMPG Grant Administration															
B - OAC Liaison															
C - CSTI Training															
D - EOC Computers															
E - ReadySCC															
F - Preparedness Materials and Outreach															
G - CADRE Community Preparedness															
H - JIC/JIS Video Equipment															
I - Joint City and Op Area Safety and Damage Assessment Plan Development															
Emergency Management PLANNING Activities															
Emergency Management TRAINING Administration, Development and Delivery Activities															
Emergency Management EXERCISE Activities															
EOC Operational Readiness Activities (e.g. EOC maintenance, radio checks, etc.)															
Public Risk Communication Officer/ PIO Activities															
Other Federal Grant Hours															
Total Work Hours (Max = 8 a day)															
Employee Signature								Supervisor's Signature							



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/21/2020

ITEM NO: 6

ITEM NO. 6.

DATE: January 14, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute an Agreement with Liebert Cassidy Whitmore to Perform Labor and Employment Relations Assistance in an Amount Not to Exceed \$165,000

RECOMMENDATION:

Authorize the Town Manager to execute an agreement with Liebert Cassidy Whitmore to perform labor and employment relations assistance in an amount not to exceed \$165,000.

BACKGROUND:

Liebert Cassidy Whitmore was selected as a sole source provider for labor and employment relations services beginning in February 2018 and continuing for two years as the result of a competitive interview process. Donna Williamson, a Partner at Liebert Cassidy Whitmore and lead negotiator for the Town, provided valuable guidance and established a good repertoire with the Town's bargaining units during labor negotiations in 2018. Negotiations related to the narrow topic of salaries are scheduled to occur during the final year of the three bargaining unit agreements in 2020. All bargaining agreements will expire in 2021 and will reopen for the full scope of negotiations at that time.

The Town of Los Gatos also has an ongoing agreement with Liebert Cassidy Whitmore, a public sector employment law firm, to participate in a consortium that offers Human Resource professionals, management, and supervisory employment related training in areas such as: the hiring process, wage and hour issues, discipline and performance, legislative updates, the disability interactive process, and retirement. The consortium also offers free telephone legal consultation for less complicated employment relations inquiries.

PREPARED BY: Lisa Velasco
Human Resources Director

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

PAGE 2 OF 2

SUBJECT: Liebert Cassidy Whitmore Agreement

DATE: January 14, 2020

DISCUSSION:

The Town has three bargaining units: the Town Employees' Association (TEA), the American Federation of State, County and Municipal Employees (AFSCME), and the Police Officers' Association (POA). The Memoranda of Understanding (MOU) that outline the individual agreements between the Town and each unit related to compensation, health benefits, leave time, and grievance procedures will expire with TEA and AFSCME on June 30, 2021. POA's MOU will expire on September 30, 2021. However, all three agreements contain language that re-opens each agreement in 2020 to negotiate the specific topic of salary for the final year of the agreements. Staff proposes that the Town be represented in the 2020 re-opener and the 2021 full negotiations by Liebert Cassidy Whitmore and specifically by Donna Williamson, Partner. The term of the agreement with Liebert Cassidy Whitmore will be from February 1, 2020 through February 1, 2022.

CONCLUSION:

Liebert Cassidy Whitmore has been highly effective in assisting the Town with labor negotiations and employment relations support. The firm also has an abundance of legal resources to provide support during and after the negotiations process. Staff recommends that the Town Manager be authorized to enter into a new three-year agreement with Liebert Cassidy Whitmore to continue providing labor negotiations and employment relations support.

COORDINATION:

This report was coordinated with the offices of the Town Manager and Town Attorney.

FISCAL IMPACT:

The total amount proposed not to exceed \$165,000 will be incurred over a three-year fiscal period. The need for labor negotiations support in FY 19/20 was anticipated and sufficient funding is available in the Human Resources Labor Relations Services program. Additional funding will be budgeted each subsequent fiscal year.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Agreement for Special Services – Liebert Cassidy Whitmore

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the TOWN OF LOS GATOS, A Municipal Corporation (“Town”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until Town returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide Town with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by Town or otherwise required by law.

3. Fees, Costs, Expenses

Town agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Eighty Dollars (\$210.00 - \$380.00). See Schedule I for a full Fee Schedule. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the Town with written notification of any adjustment in the range of rates. Attorney bills its time in minimum units of one-tenth of an hour.

For Litigation Matters

See Schedule II attached for a description of Attorney's Litigation and E-Discovery Management.

Other Expenses

Town agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Town. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page. See Schedule I attached.

Payment by Town against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

4. Professional Liability Insurance

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

5. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between Town and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between Town and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

6. File Retention

After our services conclude, Attorney will, upon Town's request, deliver the file for the matter to Town, along with any funds or property of Town's in our possession. If Town requests the file for the matter, Attorney will retain a copy of the file at the Town's expense. If Town does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If Town does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to Town. At any point during the seven (7) year period, Town may request delivery of the file.

7. Assignment

This Agreement is not assignable without the written consent of Town.

8. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of Town.

9. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

10. Term

This Agreement is effective February 1, 2020, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

TOWN OF LOS GATOS,
A Municipal Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE I – FEES & COSTS

1. Hourly Rates (As of Agreement Effective Date)

Partners	\$380.00
Senior Counsel	\$325.00
Associates	\$210.00 - \$305.00
Labor Relations/HR Consultant	\$240.00
Paralegals	\$135.00
E- Discovery Specialists	\$135.00
Law Clerks	\$135.00 - \$175.00

2. COSTS

1. Photocopies	\$0.15 per copy
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SCHEDULE II

LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information (“ESI”) in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of \$375 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today’s complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/21/2020

ITEM NO. 7.

ITEM NO: 7

DATE: January 13, 2020

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Authorize the Following Actions for Two Annual Street Repair and Resurfacing Projects (19-811-9901): Slurry Seal/Rubber Cape Seal and Asphalt Overlay

- a. Approve the Plans and Specifications for Both Projects;
- b. Authorize the Town Manager to Advertise Both Projects for Bid;
- c. Authorize the Town Manager to Award and Execute Construction Agreements in an Amount not to Exceed \$4,708,000 for the Total Combined Cost of Both Projects, Including Contingencies and Change Orders;
- d. Authorize Staff to Execute Future Change Orders in an Amount not to Exceed Ten Percent of the Contract Award Amount for Both Projects;
- e. Authorize the Town Manager to Execute a Project Cost Sharing Agreement with the City of Monte Sereno for the Slurry Seal of the City's Section of Bicknell Road; and
- f. Authorize Revenue and Expenditure Budget Adjustments in the Street Repair & Resurfacing Project (811-9901) in the amount of \$241,865 for Recognizing Prior Reimbursements and Anticipated Reimbursements and Spending the Received Funds.

RECOMMENDATION:

Authorize the following actions for two Annual Street Repair and Resurfacing projects (19-811-9901): Slurry Seal/Rubber Cape Seal and Asphalt Overlay

- a. Approve the plans and specifications for both projects;
- b. Authorize the Town Manager to advertise both projects for bid;
- c. Authorize the Town Manager to award and execute construction agreements in an amount not to exceed \$4,708,000 for the total combined cost of both projects, including contingencies and change orders;

PREPARED BY: Lisa Petersen
Assistant Director of Parks and Public Works / Town Engineer

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

SUBJECT: Authorize the Actions for the Annual Street Repair and Resurfacing Projects (19-811-9901)

DATE: January 13, 2020

RECOMMENDATION (Continued):

- d. Authorize the staff to execute future change orders in an amount not to exceed ten percent of the contract award amount for both projects;
- e. Authorize the Town Manager to execute a project Cost Sharing Agreement with the City of Monte Sereno for the slurry seal of the City's section of Bicknell Road; and
- f. Authorize revenue and expenditure budget adjustments in the Street Repair & Resurfacing project (811-9901) in the amount of \$241,865 for recognizing prior reimbursements and anticipated reimbursements and spending the received funds.

BACKGROUND:

The Town's adopted FY 2019/20 Capital Improvement Program (CIP) Budget designates funding for the Town's Street Repair and Resurfacing Program. This is a recurring annual project for street rehabilitation activities throughout the Town to enhance safety for all travel modes and maintain the roadway infrastructure in Los Gatos. It is important for the Town to complete the annual street maintenance projects each year to prevent Town streets from falling into more expensive repair categories.

At the Town Council meeting on October 15, 2019, the Council approved the street list for the proposed Slurry Seal/Rubber Cape Seal and Asphalt Overlay projects, and authorized staff to move forward with the design and bring the plans and specifications for the projects back to Council prior to bidding. The plans and specifications for these projects have been completed and are available for review on the PPW capital improvement webpage at www.losgatosca.gov/108/Capital-Improvement-Program.

DISCUSSION:

Two separate projects are proposed for construction in the summer of 2020 utilizing the Town's street maintenance project budget. One project focuses on asphalt overlays and the other project on slurry seals/rubber cape seals. The projects are separated because these street treatments use different types of contractors. Separating the projects saves the Town money by preventing cost markups which occur when the main contractor needs to hire another type of contractor (subcontractor) to complete their portion of the work.

Asphalt Overlay Project

The Council previously approved streets for the asphalt overlay project, which included two streets approved by the Council for funding under Senate Bill 1 and one additional street.

PAGE 3 OF 7

SUBJECT: Authorize the Actions for the Annual Street Repair and Resurfacing Projects (19-811-9901)

DATE: January 13, 2020

DISCUSSION (continued):

These streets are:

- Knowles Avenue from Dardanelli to Dell (SB1 Funding)
- Pollard Avenue from Knowles to West Parr (SB1 Funding)
- Industrial Way from Andrews to Blossom Hill Road

Following further development of the project costs, staff determined additional project funds were available to allow more street sections to be added to the Town's asphalt overlay project. Based on a review of Streetsaver and an engineering review of the Town's arterial street network needs, staff added a section of Blossom Hill Road to the project between Hillbrook Drive and Francis Oaks Way. Additionally, a small section of Knowles was moved to the Slurry Seal/Rubber Cape Seal project following an engineering review that determined a surface seal was appropriate for the section of roadway.

Slurry Seal/Rubber Cape Seal Project

This year's annual street maintenance project also provides a heavier focus on preventive maintenance through slurry seals. The Council previously approved 84 street sections to receive slurry seal treatment. The slurry seal keeps streets that are currently in good condition from falling into more costly repair categories, aligning with extensive pavement analysis that shows it costs less to maintain roads that are in good condition than those in worse condition categories. Along with the 84 sections that will receive slurry seal, the Council also approved placing a rubber cape seal on University Avenue from Main Street to Blossom Hill Road.

In addition to the previous Council approved street sections that will be part of the Slurry Seal/Rubber Cape Seal project base bid, several additive alternate bid items have been included in the project to allow for flexibility to either add streets or remove streets should bids come in either lower or higher than the projected engineer's estimate for the project. This will allow the Town to repair as many streets as feasible under the available street maintenance budget. The additive alternates allow the Town to maximize the use of the current budget and receive better pricing on any added streets due to the large quantity of street work that is being bid.

The streets included in the additive alternate bid items were chosen based on data from Streetsaver, trying to address streets that are dropping into worse condition categories, and resurfacing streets in the immediate vicinity of streets already programmed. The list of base bid streets, additive alternate streets and treatments for this year's street maintenance projects are provided in Attachment 1.

PAGE 4 OF 7

SUBJECT: Authorize the Actions for the Annual Street Repair and Resurfacing Projects (19-811-9901)

DATE: January 13, 2020

DISCUSSION (continued):

Incorporating Bicycle and Pedestrian Master Plan Improvements

Similar to past year's projects, this year's street maintenance projects include new bicycle improvements following the new resurfacing through readjustment of the striping. This year's projects would provide new class II bike lanes, buffered bike lanes, and green bike lanes at intersections at various locations on Pollard Road, Knowles Avenue and Blossom Hill Road. Additionally, bike sharrows (share the road) symbols will be placed on University Avenue.

Replacing striping is a necessary part of a resurfacing project. Readjustment of the striping to accommodate recommendations from the Town's Bicycle and Pedestrian Master Plan into the resurfacing projects is an efficient method of adding these changes with minimal cost to the projects.

Engineer's Estimate for the Asphalt Overlay and Slurry Seal/Rubber Cape Seal Projects

The Engineer's Estimate for the base bid and additive alternate costs for both the Asphalt Overlay and Slurry Seal/Rubber Cape Seal projects is \$4,708,000 including a 10% contingency and project delivery costs. A total of \$177,000 will be reimbursed to the Town from utility companies for raising their facilities to grade and from the City of Monte Sereno for slurry sealing their portion of Bicknell Road. Including these reimbursements, the Town's estimated cost for the project is within the current budget. A breakdown of the costs per project is included in the Fiscal Impact section of this report.

Town's Overall Pavement Condition Index (PCI)

As discussed in the November 15, 2019 Manager's Weekly Memorandum, the Town's overall pavement condition has increased in the past year to 70, which is considered in the "Good" condition category. The addition of this year's large street maintenance project will continue to move the Town towards the 5-year forecasted PCI level of 72 as projected by Streetsaver, the Town's pavement maintenance program. This information is available in the QES Budget Options Report (BOR) received by the Town in March of 2019.

By projecting the PCI over a five-year period, Streetsaver accounts for year-to-year variations resulting from the program projections versus actual engineering analysis and visual inspections of the roadway needs.

SUBJECT: Authorize the Actions for the Annual Street Repair and Resurfacing Projects (19-811-9901)

DATE: January 13, 2020

CONCLUSION:

Approval of the recommendations allows the Town's street maintenance projects to move forward for bidding and award. It is important for the Town to complete their annual street maintenance projects each year to prevent Town streets from falling into more expensive repair categories.

ALTERNATIVES:

The Town Council could choose to remove the streets added since the Council's approval of the street maintenance street list on October 15, 2019. This is not recommended because an engineering analysis has been performed on these streets that determined it would be beneficial to include them in the projects. Additionally, most of the added streets are included in additive alternate bid items that will only be awarded should the Town receive low bids on the project, allowing the Town to maximizing the use of the current budget to fix additional streets.

COORDINATION:

This project has been coordinated with the Finance Department.

FISCAL IMPACT:

The fiscal table below represents balances in GFAR and Gas Tax, in addition to prior reimbursements from the 2019 Street Repair & Resurfacing project that have not been recognized. The anticipated reimbursements are reflected as both a source and use in the table on the following page.

SUBJECT: Authorize the Actions for the Annual Street Repair and Resurfacing Projects (19-811-9901)

DATE: January 13, 2020

FISCAL IMPACT (continued):

Street Repair & Resurfacing Project 811-9901		
	Budget	Costs
GFAR	\$ 3,616,536	
Gas Tax	\$ 1,031,288	
Prior Reimbursements	\$ 64,865	
Anticipated Reimbursement - Monte Sereno	\$ 47,000	
Anticipated Reimbursement - WVSD & SJW	\$ 130,000	
Total Budget	\$ 4,987,558	
Asphalt Overlay Project		\$ 1,906,000
Add. Alt. 1 (WVSD, SJW)		\$ 50,000
Slurry Seal/Rubber Cape Seal Project		\$ 1,891,000
Add. Alt.1 (Kennedy Rd.)		\$ 135,000
Add. Alt.2 (Cerro Vista, Santa Rosa)		\$ 159,000
Add. Alt.3 (Alexander, Bachman, etc.)		\$ 59,000
Add. Alt.4 (WVSD)		\$ 61,000
Add. Alt.5 (SJW)		\$ 19,000
10% Contingency		\$ 428,000
Consultant Costs		\$ 80,000
Contract Inspection		\$ 50,000
Total Expenditures		\$ 4,838,000
Remaining Balance		\$ 51,689

Staff Costs		
Operating Budget (Full time with benefits)		\$ 292,000
Total		\$ 292,000

Staff costs are tracked for all projects. Tracking of staff costs allows for accountability in the costs of projects, recovery of costs from grant funded projects, and identification of future staffing needs. This project utilizes full-time budgeted staff which are accounted for in the Department's operating budget and therefore will not be charged to this project.

SUBJECT: Authorize the Actions for the Annual Street Repair and Resurfacing Projects (19-811-9901)

DATE: January 13, 2020

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA and is Categorically Exempt [Section 15301(c) Existing streets, sidewalks, trails and similar facilities]. A Notice of Exemption has been filed.

Attachments:

1. Resurfacing Street List
2. Monte Sereno Cost Sharing Agreement

TOWN OF LOS GATOS
FY 19-20 Annual Street Repair and Resurfacing Project Street List

Street	From	To	Type (HMA, RC, S)	Notes
Albert Ct.	Albert Dr.	End	S	
Alexander Ave.	Ellenwood Ave.	Bachman Ave.	S	Add. Alt. 3
Alley 3 (btw. Massol Ave. & Tait Ave.)	Bean Ave.	Nicholson Ave.	S	
Alley 4 (btw. Massol Ave. & Tait Ave.)	Nicholson Ave.	Bachman Ave.	S	
Alley 5 (btw. Tait Ave. & Wilder Ave.)	Bean Ave.	Nicholson Ave.	S	
Alley 6 (btw. Tait Ave. & Wilder Ave.)	Nicholson Ave.	Bachman Ave.	S	
Andre Ct.	Los Gatos Blvd.	End	S	
Apricot Ln.	Hernandez Ave.	Ellenwood Ave.	S	
Apricot Ln.	Ellenwood Ave.	Bachman Ave.	S	
Bachman Ave.	N. Santa Cruz Ave.	University Ave.	S	
Bachman Ave.	Glen Ridge Ave.	Town Limit	S	Add. Alt. 3
Bella Vista Ct.	Bella Vista Ave.	End	S	
Belmont Ave.	Ellenwood Ave.	Bachman Ave.	S	Add. Alt. 3
Bentley Ave.	University Ave.	Edelen Ave.	S	
Bicknell Rd.	Quito Rd.	Verona Ct.	S	
Bicknell Rd.	Verona Ct.	Elm Park	S	
Bicknell Rd.	Elm Park	Montclair Rd.	S	
Blossom Hill Rd.	Hillbrook Dr.	Francis Oaks	HMA	2" Overlay
Broadway Extension	W. Main St.	Private drive	S	
Caldwell Ave.	Los Gatos Blvd.	Bella Vista Ave.	S	
Capistrano Pl.	More Ave.	End	S	
Cardinal Ln.	Robin Way	End	S	
Cerro Chico	Harding Ave. (East)	Harding Ave. (West)	S	
Cerro Vista Ct.	Cerro Vista Dr.	End of Curb and Gutter (15951 Cerro Vista Ct.)	RC	Add. Alt. 2
Cerro Vista Dr.	Shannon Blvd.	Cerro Vista Ct.	RC	Add. Alt. 2
Cerro Vista Dr.	Cerro Vista Ct.	End (Hill Top Dr.)	RC	Add. Alt. 2
Chestnut Ave.	Overlook Rd.	Hernandez Ave.	S	
Ellenwood Ave.	Hernandez Ave.	W. Ellenwood Ave.	S	
Ellenwood Ave.	Town Limits	Glen Ridge Ave.	S	
Elm St.	N. Santa Cruz Ave.	University Ave.	S	
Fairview Ave.	Pennsylvania Ave.	Fairview Plaza	S	
Fairview Plaza	Fairway Ave.	End	S	
Ferris Ave.	Kennedy Rd.	End	S	
Fillmer Ave.	Los Gatos Blvd.	Vista Del Campo	S	
Gem Ave.	Kennedy Rd.	Fillmer Ave.	S	
George St.	Roberts Rd.	Mitchell Ave.	S	
Glen Ridge Ave.	Pennsylvania Ave.	Hernandez Ave.	S	
Grays Ln.	N. Santa Cruz Ave.	University Ave.	S	
Harding Ave.	Los Gatos Blvd.	Cerro Chico (East)	S	
Harding Ave.	Cerro Chico (East)	Vista Del Monte (East)	S	
Hernandez Ave.	Town Limits	Wissahickon Ave.	S	

TOWN OF LOS GATOS
FY 19-20 Annual Street Repair and Resurfacing Project Street List

Street	From	To	Type (HMA, RC, S)	Notes
Hernandez Ave.	Wissahickon Ave.	Palm Ave.	S	
Hernandez Ave.	Palm Ave.	Glen Ridge Ave.	S	
Industrial Wy.	Roberts Rd.	Blossom Hill Rd.	HMA	4" Overlay with Mill
Industrial Wy.	Andrews St.	Roberts Rd.	RC/HMA	3" Overlay with Mill
Isabella Ct.	Pinta Ct.	End	S	Add. Alt. 3
Karen Ct	Marchmont Dr.	End	S	
Kennedy Rd.	Los Gatos Blvd.	Englewood Ave.	RC	Add. Alt. 1
Kennedy Rd.	Englewood Ave.	Causey Ln.	RC	Add. Alt. 1
Kennedy Rd.	Causey Ln.	Olde Dr.	RC	Add. Alt. 1
Knowles Dr.	Dardanelli Ln.	Dell Ave. (Town Limits)	HMA	2" Overlay
Knowles Dr.	Pollard Rd.	Dardanelli Ln.	S	
La Montagne Ct.	Wimbledon Dr.	End	S	
La Rinconada Dr.	Wedgewood Ave.	End	S	Add. Alt. 3
Laurel Ave.	Manzanita Ave.	Wissahickon Ave.	S	
Loma St.	County Limit	Ferris Ave.	S	
Lora Dr.	Wedgewood Ave.	End	S	
Lyndon Ave.	W. Main St.	End	S	
Madrone Ave.	Overlook Rd.	Town Limit	S	
Marchmont Ct.	Marchmont Dr.	End	S	
Mistletoe Rd.	Old Adobe Rd.	End	S	
Mitchell Ave.	Fisher Ave.	Los Gatos Blvd.	S	
Montclair Rd.	E. Quito Rd. (Town Limit)	Old Adobe Rd.	S	
Montclair Rd.	More Ave.	Bicknell Rd.	S	
Montclair Ct.	Montclair Rd.	End	S	
Mulberry Dr.	Wedgewood Ave.	End	S	
N. Santa Cruz Ave.	Hwy. 9	Bachman Ave.	S	
N. Santa Cruz Ave.	Bachman Ave.	Bean Ave.	S	
N. Santa Cruz Ave.	Bean Ave.	W. Main St.	S	
Nino Wy.	Nino Ave.	End	S	
Old Adobe Rd.	Bicknell Rd.	Rinconada Oaks Ct.	S	
Old Adobe Rd.	Rinconada Oaks Ct.	Quito Rd	S	
Old Adobe Wy.	Old Adobe Rd.	End	S	
Olde Dr.	Clover Wy.	Pole #50311	S	
Overlook Rd.	Madrone Ave.	Wissahickon Ave.	S	
Palm Ave.	Hernandez Ave.	Pennsylvania Ave.	S	
Pennsylvania Ave.	Wissahickon Ave.	Peralta Ave.	S	
Pennsylvania Ave.	Peralta Ave.	Bayview Ave.	S	
Peralta Ave.	Hernandez Ave.	Pennsylvania Ave.	S	
Pinta Ct.	S. Kennedy Rd.	End	S	
Plaza La Posada	Old Adobe Rd.	End	S	
Pollard Rd.	W. Parr Ave.	Knowles Dr.	HMA	2" Overlay with Mill
Prince St.	Newville Dr.	Roxbury Ln.	S	

TOWN OF LOS GATOS
FY 19-20 Annual Street Repair and Resurfacing Project Street List

Street	From	To	Type (HMA, RC, S)	Notes
Rinconada Oaks Ct.	Old Adobe Rd.	End	S	
Robin Wy.	Cardinal	End	S	
Rosalie Ct.	Marchmont Dr.	End	S	
Roxbury Ln.	More Ave.	Wedgewood Ave.	S	
Royce St.	N. Santa Cruz Ave.	University Ave.	S	
Santa Rosa Dr.	Shannon Blvd.	Sierra Azule Dr.	S	Add. Alt. 2
Smith Creek Dr.	Bicknell Rd.	End	S	
Spencer Ave.	Los Gatos Blvd.	Ferris Ave.	S	
Stonybrook Dr.	Kennedy Rd.	Cardinal	S	
Twin Oaks Dr.	Longmeadow Dr.	End	S	
University Ave.	Roberts Rd.	Towne Terrace	RC	
University Ave.	Towne Terrace	Hwy. 9	RC	
University Ave.	Hwy 9.	Bachman Ave.	RC	
University Ave.	Bachman Ave.	Mullen Ave.	RC	
University Ave.	Mullen Ave.	W. Main St.	RC	
Vallecitos Wy.	Via De Tesoros	End	S	
Verona Ct.	Bicknell Rd.	End	S	
Via La Posada	Plaza La Posada	Via De Terores	S	
Via Santa Maria	Kennedy Rd.	Pinta Ct.	S	
Via Teresa	Bicknell Rd.	End	S	
Victory Ln.	W. Main St.	Bean Ave.	S	
Victory Ln.	Bean Ave.	Nicholson Ave.	S	
Victory Ln.	Nicholson Ave.	Bachman Ave.	S	
Vista De Sierra	Vista Del Monte	Vista Del Monte	S	
Vista Del Campo	Harding Ave. (East)	Vista Del Monte	S	
Vista Del Mar	Vista Del Monte	Spreckles Ave.	S	
Vista Del Prado	Vista Del Mar	End	S	
W. Main St.	Broadway	Bayview Ave.	S	
Walnut Ave.	Hernandez Ave.	Pennsylvania Ave.	S	
Wimbeldon Dr.	Wedgewood Ave.	Winchester Blvd.	S	
Wissahickon Ave.	Laurel Ave.	Hernandez Ave.	S	
Worcester Ln.	Vista Del Monte	End	S	
Worcester Loop	Worcester Ln.	Worcester Loop	S	

Key:

HMA

Hot mix asphalt overlay

RC

Rubber cape seal (rubber chip seal with slurry seal)

S

Slurry seal

**AGREEMENT
BETWEEN
THE TOWN OF LOS GATOS
AND
THE CITY OF MONTE SERENO
FOR THE PAVEMENT REHABILITATION OF
BICKNELL ROAD
FROM QUITO ROAD TO ELM PARK**

This Agreement (herein “Agreement”) is made and entered into this ____ day of _____, 2020, (herein the “Effective Date”) by and between the Town of Los Gatos, a California, municipal corporation (herein “TOWN”), and City of Monte Sereno, a California, municipal corporation (herein “CITY”). The TOWN and CITY may be referred to herein individually or collectively as the “Parties”.

RECITALS

WHEREAS:

- A. TOWN and CITY find that it is in the public interest to resurface the roadways at Bicknell Road (between Quito Road and Elm Park) over which the TOWN and CITY have dual jurisdiction;
- B. It is in the public interest for TOWN and CITY to complete the PROJECT in a cooperative and economical manner by constructing both TOWN and CITY portions of the PROJECT together; and
- C. Each Party has agreed to perform its portion of the work as described herein, under its direction.

In consideration of the above referenced recitals and the following mutual covenants, agreements and obligations of the parties, TOWN and CITY agree as follows:

AGREEMENT PROVISIONS

1. PROJECT DESCRIPTION:

The Town of Los Gatos is planning to have its contractor resurface the roadway at Bicknell Road between Quito Road and Elm Park over which the TOWN and CITY have dual jurisdiction. The plan calls for resurfacing a total of 0.55 miles of Bicknell Road between Quito Road and Elm Park, which is owned and maintained by the Town of Los Gatos. The TOWN has included the section of Bicknell Road that is maintained by the CITY in the project with the understanding that the CITY would pay for the work via this cost sharing agreement. This section of roadway is in need of rehabilitation given its current condition. Based on StreetSaver, the pavement management system database used by the TOWN, the average pavement condition index on Bicknell Road is 75.

The work to be performed under this Agreement within the CITY will consist of installing leveling course (as needed), placing a slurry seal treatment, adjusting storm drain manholes, and striping. The work to be performed is more fully described in the document entitled "Scope of Work" and "Engineer's Estimate" set forth in Exhibit A and Exhibit B, attached and incorporated by reference. Approximately 50% of Bicknell Road between Quito Road and Elm Park is within the TOWN jurisdiction and 50% is within the CITY's jurisdiction.

2. **TOWN'S OBLIGATIONS:**

TOWN agrees as follows:

- A. To act as the lead agency to administer the design and construction of the PROJECT. Administration shall include preparation of specifications, contract documents and cost estimate; notification of local business; coordination with various agencies; preparation of all necessary environmental documents; obtaining permits; obtaining bids; awarding the construction agreement; administering the construction agreement; providing materials control and inspection services; and making progress payments to the contractor.
- B. To provide CITY with final specifications and contract documents for the PROJECT.
- C. To pay TOWN's share of the PROJECT cost. The total PROJECT cost is defined as the actual amount paid to the contractor plus ten percent (10%) for TOWN's engineering, construction and other administrative services.
- D. To cause the contractor to provide a warranty period of at least two (2) years from the acceptance date, consistent with Town of Los Gatos Construction Agreement.
- E. To cooperate with CITY should CITY raise any issues concerning contractor's work in CITY's jurisdiction that requires correction prior to acceptance or within the warranty period.
- F. The designated project manager for TOWN for the duration of the PROJECT is Kevin Selfridge (phone number: 408-827-3549). TOWN's project manager shall have all the necessary authority to review and approve and accept technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with CITY. CITY may request documentation of such costs, and may review the original invoices and weight certificates or request copies of same, which shall be provided within a reasonable time.

3. **CITY'S OBLIGATION:**

CITY agrees as follows:

- A. To pay CITY's share of the total PROJECT cost to TOWN, including the CITY's share of the TOWN's engineering, construction and other administrative services . CITY's share of the Cost is 100%, of the PROJECT Cost, up to a maximum amount of \$70,000, for the CITY-owned portion of the road, which is located on Bicknell Road between Quito Road and Elm Park. Any changes to the scope of work as identified by TOWN or CITY that is beyond the PROJECT description identified in this Agreement that may increase design or construction costs shall receive prior written approval and agreement on a funding plan from both TOWN and CITY. TOWN will not authorize its contractors to perform work which would result in any additional cost above and beyond the agreed amount as set forth in this Agreement without prior agreement and written approval from CITY.
- B. To pay its share of the PROJECT cost within forty-five (45) business days of receiving and approving the detailed invoice from TOWN, provided that the following conditions are met:
 - 1. The PROJECT has been completed and CITY has approved the portion of the work in its jurisdiction. Acceptance by CITY shall be made in writing to TOWN; and
 - 2. The detailed invoice sets forth the cost of construction of all PROJECT work based on the actual contract unit prices paid and negotiated change order(s), if any.
- C. The designated project manager for CITY for the duration of the PROJECT is Jessica Kahn (phone number: (408) 354-7635). CITY's project manager shall have all the necessary authority to direct technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with TOWN.

4. **TERM OF AGREEMENT:**

Unless otherwise modified by a written amendment to this Agreement, the term of this Agreement shall be one (1) year from the Effective Date or until the PROJECT acceptance by both parties and final payments of all outstanding balances.

5. **OWNERSHIP AND MAINTENANCE:**

- A. Upon completion of all work under this Agreement, ownership and title to all materials, equipment and appurtenances installed as a part of the PROJECT within the Town limits of Los Gatos will automatically be vested in TOWN, and all materials, equipment and appurtenances installed as a part of the PROJECT within the CITY limits will be vested in CITY, and no further agreement will be necessary to transfer ownership.

- B. This Agreement does not change any authority or responsibility between TOWN and CITY with regard to maintenance, operation, or further repair responsibility.

6. CONTRACTOR SHALL BE AN INDEPENDENT CONTRACTOR:

Any contractor(s) hired by either Party to perform the work included in the PROJECT shall not be an agent or employee of either Party and will perform such work as independent contractor. All persons employed by or contracted with such contractor(s) to furnish labor and/or materials in connection with the work in the PROJECT shall not be employees of either Party in any respect.

7. TERMINATION:

Once TOWN has awarded the construction contract for the PROJECT, the Agreement can be terminated only upon the mutual written consent and terms acceptable to both parties.

8. NO PLEDGING OF EITHER TOWN'S CREDIT:

Under no circumstances shall either TOWN or CITY have authority or power to pledge the credit of the other public entity or incur obligation in the name of the other public entity.

9. NO THIRD PARTY BENEFICIARY:

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

10. AMENDMENTS:

No alternation or violation of the terms of this Agreement shall be valid unless made in writing and signed by the parties and incorporated into this Agreement

11. NOTICES:

Notices are to be sent as follows:

To TOWN: Kevin Selfridge
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030

To CITY: Jessica Kahn
City of Monte Sereno
18041 Saratoga-Los Gatos Rd.
Monte Sereno, CA 95030

12. SEVERABILITY CLAUSE:

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

13. ENCROACHMENT PERMITS:

Both Parties to this Agreement will cooperate and /or provide access to its consultants, engineers and contractors for the PROJECT in the jurisdictional boundaries of each Party. Contractor shall obtain street opening permit from CITY and CITY shall provide such a permit at no cost.

14. HOLD HARMLESS/INDEMNIFICATION:

Neither of the respective Parties, employees, officers, agents and assigns shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party in connection with the PROJECT.

It is understood and agreed that pursuant to California Government Code Section 895.4, the respective Parties shall fully indemnify and hold the other harmless from any liability imposed for injury (as defined in Government Code Section 810.8) by reason of anything done or omitted to be done by TOWN or CITY in connection with any work, authority or jurisdiction delegated to the respective Party under this Agreement. This hold harmless and indemnification provision shall apply to any activities, error or omission of the respective Party and/or the Party's officers, employees, agents, consultants or contractor or any person or entity acting or omitting to act for or on behalf of said TOWN or such person or entities as are specifically authorized and empowered by the respective Party to act for the Party.

15. CAPTIONS:

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation of this Agreement.

16. INSURANCE REQUIREMENTS:

It is mutually understood that during the term of the construction activities on the PROJECT, TOWN will require the successful contractor to carry commercial general liability in amounts of not less than Ten Million Dollars (\$10,000,000); automobile liability in an amount not less than One Million Dollars (\$1,000,000); and, a Workers' Compensation Insurance policy with policy limits in an amount not less than One Million Dollars (\$1,000,000).

17. STATUTES AND LAW GOVERNING CONTRACT:

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

18. WAIVER:

The Parties' waiver of any term, condition or covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition or covenant or breach of any other term, condition, or covenant.

19. ENTIRE AGREEMENT:

This Agreement contains the entire Agreement between TOWN OF LOS GATOS and CITY OF MONTE SERENO to the PROJECT. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

20. OTHER AGREEMENTS:

This Agreement shall not prevent either Party from entering into similar agreements with others. The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is intent of the Parties that this Agreement shall become operative on the effective date.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

TOWN OF LOS GATOS, CALIFORNIA, a California municipal corporation

APPROVED AS TO FORM:

ROBERT SCHULTZ
Town Attorney

By: _____
LAUREL PREVETTI
Town Manager

CITY OF MONTE SERENO, CALIFORNIA, a California municipal corporation

APPROVED AS TO FORM:

SERGIO RUDIN
City Attorney

By: _____
STEVE LEONARDIS
City Manager

ATTEST:

NAME
Title

EXHIBIT “A”**SCOPE OF WORK AND PROJECT LOCATION MAP**

The work to be performed under this Agreement within CITY will consist of installing leveling course (as needed), placing a slurry seal treatment, adjusting storm drain manholes, and striping of the CITY portion of Bicknell Road between Quito Road and Elm Park (herein the “PROJECT”). Approximately 50% of Bicknell Road between Quito Road and Elm Park is within the TOWN jurisdiction and 50% is within the CITY’s jurisdiction. The Town-owned portion is the eastbound lane on Bicknell Road between Quito Road and Elm Park. The City-owned portion is the westbound lane on Bicknell Road between Quito Road and Elm Park.

The service agreement documents are herein incorporated to this Agreement by reference.

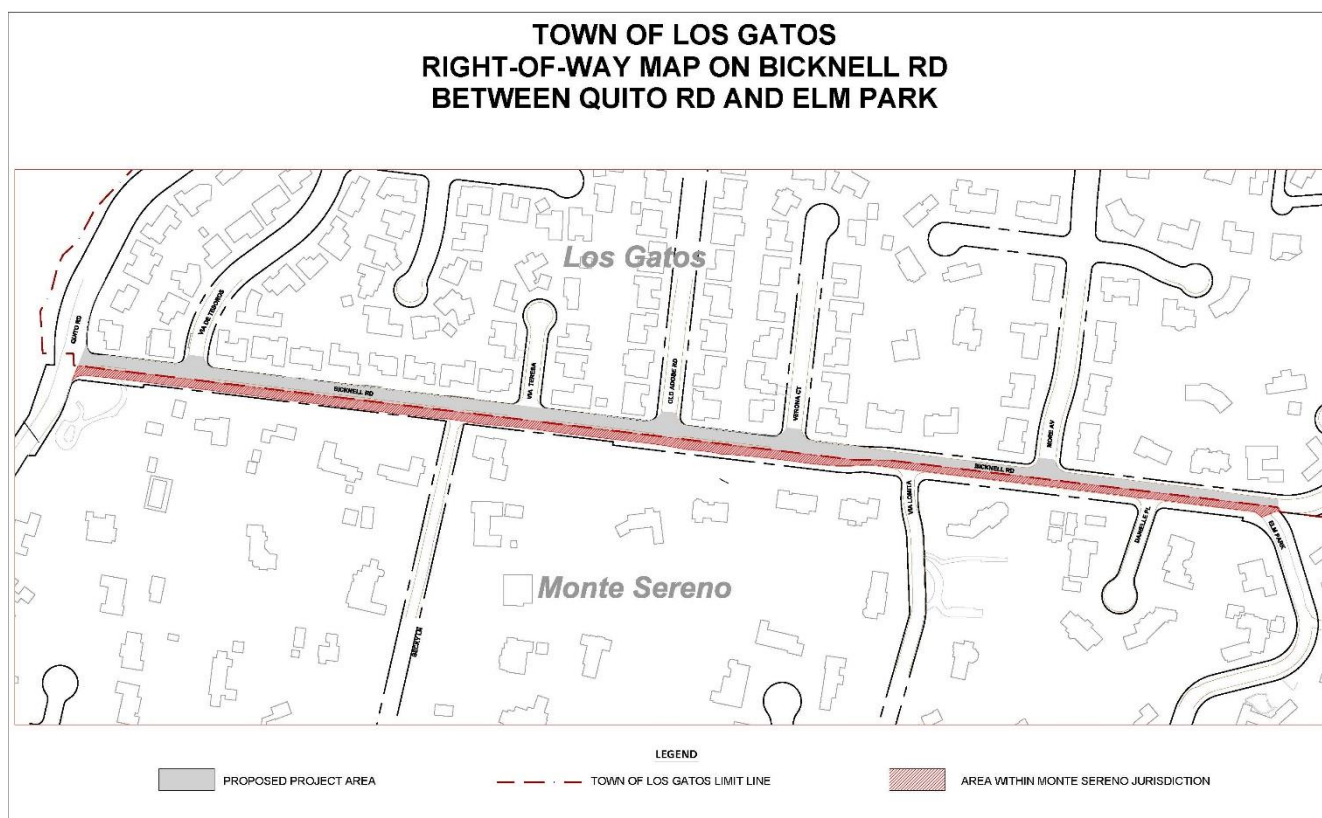


Figure: Project Limit and Location Map

EXHIBIT "B"**ENGINEER'S ESTIMATES****PROJECT NAME:** Annual Street Repair and Resurfacing (Slurry Seal) - Bicknell Rd.

ITEM NO	SPEC. SECTION	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENSION
1.	10-3	Adjust Storm Manhole to Grade (Revocable)	EA.	4	\$500.00	\$2,000.00
2.	10-5	Hot Mix Asphalt Leveling Course	Ton	50	\$160.00	\$8,000.00
3.	10-7	Slurry Seal	S.Y.	6,700	\$3.50	\$23,450.00
4.	10-10	Limit Line (Stop Line) - Thermoplastic	L.F.	20	\$5.50	\$110.00
5.	10-10	"STOP" Legend - Thermoplastic	Ea.	2	\$120.00	\$240.00
6.	10-10	"AHEAD" Legend - Thermoplastic	Ea.	1	\$150.00	\$150.00
7.	10-10	"25" Legend - Thermoplastic	Ea.	1	\$90.00	\$90.00
8.	10-10	Blue Fire Hydrant Marker (Revocable)	Ea.	5	\$25.00	\$125.00
TOTAL						\$38,165.00
10% Contingency						\$3,816.50
10% Project Delivery						\$4,198.15
GRAND TOTAL						\$46,179.65



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/21/2020

ITEM NO: 8

ITEM NO. 8.

DATE: January 16, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Following Actions for PPW Project No. 816-0413, Stormwater Master Plan:
a. Approve an Agreement for Consultant Services with NCE Consultants for Development of a Town Stormwater Master Plan in a not to exceed amount of \$200,000, and
b. Approve an Expenditure Budget Adjustment – in the amount of \$30,000 from the Town’s available Storm Drain Funds.

RECOMMENDATION:

Authorize the following actions for PPW Project No. 816-0413, Stormwater Master Plan:
a. Approve an agreement for consultant services with NCE Consultants for development of a Town Stormwater Master Plan (Attachment 1) in a not to exceed amount of \$200,000, and
b. Approve an expenditure budget adjustment in the amount of of \$30,000 from the Town’s available Storm Drain Funds.

BACKGROUND:

The Town’s 2019/20-2023/24 Capital Improvement Program calls for development of a Town-wide Stormwater Master Plan. The project development, through a consultant, would provide the Town with the necessary planning tools and identified capital improvement projects to address stormwater infrastructure management within the Town.

The goal of the project is to manage stormwater runoff proactively to protect water quality and minimize impacts of localized downstream flooding by identifying infrastructure improvements for collection, conveyance, and treatment of stormwater runoff. The plan would prioritize and provide an implementation plan for the stormwater infrastructure improvements.

PREPARED BY: Lisa Petersen
Assistant Parks and Public Works Director/Town Engineer

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

PAGE 2 OF 3

SUBJECT: Authorize the Following Actions for PPW Project No. 816-0413, Stormwater Master Plan:

- a. Approve an Agreement for Consultant Services with NCE Consultants for Development of a Town Stormwater Master Plan in a not to exceed amount of \$200,000
- b. Approve a Budget Transfer of \$30,000 from the Town's Storm Drain Funds to the Project

DATE: January 16, 2020

DISCUSSION:

PPW issued a Request for Proposals (RFP) for development of a Stormwater Master Plan on August 27, 2019. The RFP was sent out to consultants on the Town's on-call engineering list and several additional firms specializing in stormwater planning. The RFP was also advertised on the Town's RFP/RFQ webpage. Proposals were due to PPW by September 30, 2019.

On the RFP due date, the Town received proposals from three firms:

- BKF Consultants
- Schaaf and Wheeler
- NCE Consultants

A Town consultant selection committee, which included the Town's consultant project manager, was formed to review the proposals. After review of the proposals by the committee, all three firms were deemed qualified and were invited for an in-person interview with the selection committee.

Following the interviews, NCE Consultants was deemed the most qualified to complete the work by the Town selection committee. NCE presented a team that had extensive experience in the field and had successfully worked on numerous similar projects in the area. Additionally, reference checks from other cities provided back-up for the team's past work excellence.

As required by the State Public Contracts Code, following selection of NCE as the most qualified consultant, PPW staff negotiated both the scope and cost with them for development of the Stormwater Master Plan. The final fee negotiated was within the cost allocation listed in the Request for Proposals. The total negotiated fee for the project is just under \$200,000.

CONCLUSION:

Authorize the following actions for PPW Project No. 816-0413, Stormwater Master Plan:

- a. Approve an Agreement for Services with NCE Consultants for development of a Town Stormwater Master Plan (Attachment 1) in a not to exceed amount of \$200,000, and
- b. Approve a budget transfer of \$30,000 from the Town's Storm Drain Funds to the project.

SUBJECT: Authorize the Following Actions for PPW Project No. 816-0413, Stormwater Master Plan:

- a. Approve an Agreement for Consultant Services with NCE Consultants for Development of a Town Stormwater Master Plan in a not to exceed amount of \$200,000
- b. Approve a Budget Transfer of \$30,000 from the Town's Storm Drain Funds to the Project

DATE: January 16, 2020

COORDINATION:

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

FISCAL IMPACT:

An expenditure budget adjustment in the amount of \$30,000 is requested from the Town's Storm Drain Funds.

Stormwater Master Plan Project 816-0413		
	Budget	Costs
GFAR	\$ 180,000	
Requested Expenditure Budget Adjustment from available Storm Drain Funds	\$ 30,000	
Total Budget	\$ 210,000	
NCE Consultants Contract		\$ 200,000
Total Expenditures		\$ 200,000
Remaining Balance		\$ 10,000

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Agreement for Consultant Services.

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on January 21, 2020 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Nichols Consulting Engineers, ("Consultant"), whose address is 501 Canal Blvd., Suite 1, Richmond, CA 94804. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desire to engage Consultant to provide engineering/planning services for the Town's Stormwater Master Plan.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from date of execution to June 30, 2022. Consultant shall perform the services described in this agreement as listed in Exhibit A.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services

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

- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$199,985**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

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

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

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

III. INSURANCE AND INDEMNIFICATION

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

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

General Liability:

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

- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further,

Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

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

IV. GENERAL TERMS

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

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

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

Nichols Consulting
501 Canal Blvd., Suite 1
Richmond, CA 94804

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

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

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

Town of Los Gatos by:

Consultant, by:

Laurel Prevetti, Town Manager

Recommended by:

Matt Morley, Director of Parks and Public Works

Printed Name and Title

Approved as to Form:

Robert Schultz, Town Attorney

Attest:

Shelley Neis, CMC, Town Clerk

Town of Los Gatos – Stormwater Master Plan

Task 1. Project Management

CONSULTANT shall be responsible for schedule, quality assurance/quality control (QA/QC), technical management, budget adherence, and contractual obligations. CONSULTANT will follow established internal QA/QC procedures. This task involves regular monthly invoicing and progress reports.

As a follow up to the initial scoping meeting held at the Town on 11-5-19, the CONSULTANT will facilitate a kick-off in-person meeting (Meeting #1) with the Town's Point of Contact (POC) to review the project scope, a detailed schedule, and to identify any changes to the key project team members. Prior to the meeting, CONSULTANT will provide the Town a revised draft project schedule and a list of additional data requests if any. Following the kick-off meeting CONSULTANT will update the schedule to reflect comments from the Town. This scope includes up to two additional updates to the schedule during the life of the project.

The CONSULTANT's Project Manager will facilitate informal project progress calls as necessary. At specific project milestones, the CONSULTANT's Project Manager and select Team members will meet with the Town's POC, typically by teleconference or Go To Meeting. Go To Meeting is an online and web conferencing tool that will allow our team to share important visual information with attendees. We have also assumed that up to two meetings (Meetings #1 and #6) may be in person and held at the Town of Los Gatos facilities. These meetings are accounted for in the respective tasks below and are assumed will be up to two hours in length. CONSULTANT will prepare a meeting agenda and summary for each in-person and Go To Meeting for the Town's records.

Deliverables:

- Draft and Final Project schedule with up to two updates
- Kickoff meeting Agenda and Summary (Meeting #1)
- Monthly progress updates via email and invoicing

Assumptions:

- Meetings related to Tasks 2 through 4 will be included as part of their respective task.
- In person meetings will be held at Town of Los Gatos facilities
- The schedule may be revised twice during the life of the Project.

Task 2. Data Collection

This task will include compiling and reviewing existing information, confirming data needs and accuracy requirements, developing a Project Delivery Memo (PDM), and collecting additional data on the Town's storm drain GIS beyond what was collected after the scoping meeting.

Task 2.1 Coordination and Material Review

The CONSULTANT will review existing information with a focus on the Town's current storm drain GIS data and existing Master Plan of Drainage along with data from the Santa Clara County and Santa Clara Valley Water. Following the review, CONSULTANT will conduct a Technical Kick-off Go To Meeting (Meeting #2) with the POC and key team members to discuss the results of the data review, confirm the spatial accuracy and proposed attributes to be collected during field work, and review the approach for modeling the storm drain system.



An important part of this task will be engaging with key team members in order to gather existing information, confirm data expectations for the project, and receive feedback on the overall approach to data collection, analysis and prioritization of potential CIP. NCE requests participation from the Town's maintenance staff, GIS technician, and any other individuals with inherent on-the-ground knowledge of the storm drain system.

During the teleconference, it will be important to establish the parameters of the data collection. The Town and consultant will come to agreement on the priority attributes, spatial accuracy, and locations prone to flooding and/or areas of hydraulic concern that will be the focus of the data collection and hydraulic analysis. The outcome of the meeting will be documented in a Draft Project Delivery Memorandum (PDM).

Deliverables:

-  Technical Kickoff Meeting Agenda and Summary (Meeting #2)

Assumptions:

-  The Town will provide CONSULTANT with the Town of Los Gatos Master Plan of Drainage Report, the Town's storm drain GIS and associated drainage files, available as-built information to fill in data gaps, and an updated list of drainage issues.
-  The Town will support CONSULTANT in obtaining data and drainage information for the Town including data from the annexed areas from Santa Clara County, additional storm drain GIS data, as-builts, maintenance concerns/records, and records of flooding.

Task 2.2 Development of a Project Delivery Memorandum

CONSULTANT will develop a PDM which is anticipated to include the following sections:

Data Accuracy Determination and Evaluation - Definition of storm drain data accuracy requirements, assumed to be sub-foot for horizontal and vertical data, evaluation of existing data to meet accuracy requirements, and an outline of new data to be collected during field assessments (Task 2.3). This will include a determination of whether existing data meets the Town's accuracy requirements and can be integrated into the new **geodatabase (GDB)** and how that data integration will occur. If existing data does not meet accuracy requirements and it is more cost-effective to collect new spatial and attribute data, a determination will be made during this Task. If new data is required, it will be included as part of the priority or additional assets described in Task 2.3 assumptions.

Delineation of High Priority Areas – The PDM will include a delineation of areas on which to focus data collection, analysis, and CIP generation. The priority areas will be based on information obtained from the Town including flood-prone or hot spot areas established with maintenance history and reported complaints and areas with inadequate drainage systems as identified in the 2000 Masterplan of Drainage. For the preparation of the fee proposal, ten (10) to fifteen (15) high priority areas are assumed with approximately 250-350 assets.

Delineation of Additional Data Collection areas – The PDM will include delineation of areas where storm drain data are to be collected outside the priority areas based on the Town's requests and identified data gaps and needs. For the preparation of the fee proposal an additional approximately 300-400 assets are assumed to be included.

Proposed Storm Drain GDB – Presentation of the proposed GDB framework and structure in an excel spreadsheet format. It will be important to define, with the Town's input, the specific information included in the storm drain GDB and how that information is organized, the naming convention of the assets, and how the existing data and naming convention will be organized.

Data Collection – Definition of the various storm drain features that will be encountered, methods for accurate field measurements and data collection and what attributes will be collected at each feature. This will ensure consistent field data collection and provide a resource for Town staff moving forward.

Data Management – Description of the process for managing the GDB including how information will be backed-up, saved, and how data collection will be tracked in real-time.

Modeling – Description of the steps necessary to prepare, test, and run the model simulations of the storm drain and overland flow. This process will be developed in collaboration with Town staff.

QA/QC Procedures – Discussion of the three levels of QA/QC (first, second, and third line QC reviews) plus presentation of a QA/QC project checklist to ensure the accuracy requirements are met for existing data that is retained and new data that is collected as part of Task 2.3.

Mapping & Reporting – Description of maps to be prepared and how they can benefit Town staff and decision makers.

Trash Capture Device Analysis – Outline of methodology to evaluate application of full trash capture devices and catch basin inserts at strategic locations in the Town. The evaluation will consider effectiveness, cost, and maintenance requirements.



CIP Prioritization Approach – Proposed CIP priority rating criteria (High, Medium or Low) to prioritize potential CIPs based on severity of drainage issue including ponding, flooding, potential damage, maintenance, constructability, and cost.

A Draft PDM will be submitted to the Town for review and comment. A conference call/Go-To Meeting (Meeting #3) will be held with the Town to discuss the Draft PDM. CONSULTANT will obtain, review, and integrate the comments, as appropriate, to develop the Final PDM for delivery to the Town.

Deliverables:

-  Draft and Final PDM Memo
-  Draft PDM Conference Call Agenda and Summary (Meeting #3)

Assumptions:

-  The Town will provide CONSULTANT with written comments on the Draft PDM in addition to participating in the conference call/web meeting.
-  Data from the Town of Los Gatos Master Plan of Drainage Report will be integrated into the storm drain GIS for high priority areas (assumed to be 10 to 15), where appropriate and deemed feasible.

Task 2.3 Data Collection

The PDM will serve as the guide for the data collection effort. The CONSULTANT will use a Trimble Geo7X unit or EOS Arrow Gold (or similar GPS receiver and mobile device) to collect the spatial and attribute data for the storm drain features with a goal to achieve vertical and horizontal accuracy sub-foot horizontally and vertically. Pipe depths will be measured to an accuracy of approximately 0.1 feet using a tape measure or other standard methods. Pipe size and material will be recorded where feasible. The specific data collected at each feature (e.g., top of grate, top of curb, manhole rim, or other location) will be determined during the Technical Kick-off Meeting and will be documented in the PDM. These data will be populated into an ESRI ArcGIS GDB and will undergo a QA/QC process to determine the accuracies

obtained for each point. If the spatial data do not meet the project requirements, these data will be flagged for subsequent follow-up survey (up to 10% of the data).






The CONSULTANT field crews will visit each storm drain feature identified in Task 2.2 to collect the spatial and detailed attribute data. The existing storm drain data will be pre-loaded into a reference GDB for comparison during data collection so efforts are not duplicated and so we make full use of the data. A map book will be created that will include a grid that separates the Town into discrete areas. At the end of each day, areas assessed in the field are marked off to avoid duplicate data collection. This approach will help the field technicians track their progress as they move through the Town.

Data collection Technical Memorandum – Upon completion and acceptance of the Final GDB, NCE will develop a data collection technical memorandum which will be included as an appendix to the final deliverable. This technical memorandum will present a summary of the data collection, identified challenges or considerations moving forward, and recommendations for future data collection.

Deliverables:

-  Draft and Final Data collection technical memorandum

Assumptions:

-  The horizontal and vertical accuracy will be adequate for the Town's current purposes. The GPS data will not be of survey-grade accuracy.
-  The number of assets to be collected during the data collection effort will be determined during Task 2.2 and, depending on the Town's needs and available resources, and will not include the Town's entire storm drain system. **For the fee preparation, the number of assets is estimated to be 650. This includes 250-350 assets in the 10-15 priority areas plus an additional 300-400 assets in additional areas to be determined prior to the data collection effort. We have assumed that both data collection efforts (priority and additional areas) will be done during the same approximate three (3) week time period.** Final data collection costs will be based upon the number of assets to be collected and will be agreed upon by the Town and NCE.
-  Town staff will be available to support CONSULTANT field crews with accessing locked or inaccessible storm drain infrastructure and to provide traffic control, where necessary.
-  CONSULTANT field crews will not access private property during data collection efforts. However, if it is deemed necessary for CONSULTANT field crews to access private property, the Town will obtain clearance for CONSULTANT's field crews.
-  The GDB will be delivered to the Town as outlined in the PDM and will not be incorporated into the existing Town's GIS database. Any integration of the newly collected GDB into the Town's GIS database will be done by the Town.

Task 3. Evaluation of Storm Drain System

CONSULTANT will complete hydrologic and hydraulic models at the level of detail necessary to provide an assessment of the overall drainage and the storm drain system in areas of known flooding as identified during Task 2.2. For the fee preparation, approximately 10-15 priority analysis areas are assumed.

Task 3.1 Supplemental Hydrologic and Hydraulic Evaluation

The need for any supplemental hydrologic analysis will be identified during Task 2.2. All hydrologic analysis will follow methods outlined in the Santa Clara County Drainage Manual dated 2007 to calculate peak flows associated with the 10-year and 100-year return intervals. A hydraulic analysis will be performed for prioritized elements of the Town's storm drain GIS and will focus on areas that are identified in Task 2.2 as being flood prone and/or of hydraulic concern. CONSULTANT proposes to use the Environmental Protection Agency (EPA) Storm Water Management Model (SWMM) for any hydraulic modeling of storm drain and XPStorm and/or the U.S. Army Corps of Engineers HEC-RAS 1D/2D for modeling of open channels and areas of overland flooding. Upon completion of the hydrologic and hydraulic analyses, CONSULTANT will facilitate a Go To Meeting with the Town (Meeting #4) to discuss the modeling results and problem areas as well as identify potential solutions and begin preparing a priority rated CIP list. The hydrologic and hydraulic results will be presented in the Draft and Final Stormwater Master Plan Report, along with model input and output data.

Deliverables:

- Maps and figures showing the results of the hydrologic and hydraulic analyses in pdf format to be submitted to the Town prior to Hydrology/Hydraulics Go To Meeting
- Hydrology/Hydraulics Go To Meeting Agenda and Summary (Meeting #4)

Assumptions:

- Data contained in the Town of Los Gatos Master Plan of Drainage Report and additional data obtained or field measured by CONSULTANT will form the basis of the hydrologic and hydraulic evaluations, where applicable.
- CONSULTANT will coordinate with the Town to identify the level of effort and locations requiring additional hydrologic and hydraulic evaluation. For the fee preparation, ten (10) to fifteen (15) priority areas for analysis are assumed.
- CONSULTANT will follow methods outlined in the 2007 Santa Clara County Drainage Manual for the supplemental hydrologic and hydraulic evaluation.

Task 3.2 Trash Capture Device Analysis

CONSULTANT will use existing data showing drainage catchments and field data collected as part of this project to evaluate trash capture devices at strategic locations including catch basins inserts and full capture devices. The evaluation will consider constraints such as drainage, flooding, and access for maintenance as well as effectiveness, costs (capital and O&M), and maintenance requirements. CONSULTANT will summarize the results of the evaluation during the Hydrology/Hydraulics Go To Meeting at part of Task 3.1. CONSULTANT will then review and integrate the Town's comments to develop a brief Trash Capture Device Analysis section to be included in the Draft and Final Stormwater Master Plan Report.

Deliverables:

- Deliverable to be part of Tasks 3.1 and Task 4

Assumptions:



- The Town will provide CONSULTANT any available GIS data for trash capture device drainage areas, locations of trash capture devices, or related supporting information.
- CONSULTANT and the Town will identify strategic locations for trash capture device evaluations.
- The number of locations to be evaluated will be agreed upon by the Town and CONSULTANT, based on the Town's need and available resources.

Task 3.3 Identification of Capital Improvement Projects

Based on the locations of concern identified during Task 2.2 and the results of the supplemental hydrologic and hydraulic analyses, CONSULTANT will coordinate with the Town to identify a list of CIP projects to mitigate flooding and storm water concerns. Cost estimates will be developed for the identified drainage and infrastructure improvements. CONSULTANT will include draft priority classifications for the CIPs based on the developed and approved CIP priority rating criteria (High, Medium or Low) included in the PDM.

A Draft CIP list, prioritized with the CIP rating criteria, will be submitted to the Town for review and comment. A Go To Meeting (Meeting #5) will be held with the Town to discuss the Draft CIP list. CONSULTANT will obtain, review and integrate the comments, as appropriate, to develop the Final CIP list for inclusion in the Draft and Final Stormwater Master Plan Report.

Deliverables:

-  CIP Go To Meeting Agenda and Summary (Meeting #5)
-  Draft prioritized CIP list

Task 4. Stormwater Master Plan Report







The Draft and Final Stormwater Master Plan Reports are critical to presenting the results of the project for key decisions makers. Therefore, the focus will be on developing a concise, readable and user-friendly report with a clear executive summary. To facilitate this outcome the CONSULTANT team will provide the Town an outline of the document for the Town's review and buy in before resources are spent preparing a draft of the Stormwater Master Plan Report (SMPR).

CONSULTANT anticipates that the SMPR will include discussions on the following:



- Scope of Work
- Description of the Town's storm drain GIS
- Description of data collection efforts
- Results of the hydrologic and hydraulic analyses
- Deficiencies identified in the Town's storm drain GIS within priority areas as identified in Task 2.2
- Recommendations of storm drainage improvements within priority areas as identified in Task 2.2
- Recommendations for next steps to take (such as CCTV analysis) to determine storm drain component life cycle costs based on field data in order to establish a fifty-year capital maintenance and replacement program.
- Discussion of the CIP priority rating criteria as outlined in the PDM
- A prioritized list of capital improvement projects, including cost estimates
- Results of the trash capture device analysis
- Recommendations for future data collection efforts
- Recommended changes to the Town's drainage-related ordinances if any
- Operation and maintenance recommendations
- Potential funding mechanisms for proposed improvements

CONSULTANT will coordinate and facilitate an in-person meeting (Meeting #6) with the Town POC and key team members to discuss comments and feedback on the Draft Report. Based on this input the CONSULTANT team will then make the appropriate revisions to the Draft and prepare the Final Report for submittal to the Town.

Deliverables:

-  Draft Masterplan Meeting Agenda and Summary (Meeting #6)
-  Draft Stormwater Master Plan Report with Exhibits (PDF's)
-  Final Stormwater Master Plan Report with Exhibits (PDF's)
-  Storm drain GIS and any model output of the analyzed portion of the Town's storm drain in Appendix
-  Backup for Hydrologic and Hydraulic Analysis including digital copies of models in Appendix
-  Digital CAD files

Assumptions:

-  The Town will provide a list of current funding sources related to drainage, trash capture, and water quality.
-  CONSULTANT will provide an ESRI GDB of the storm drain GIS collected as described in Task 2,3 Data Collection.

NCE DRAFT Staffing Plan & Fee Estimate
Town of Los Gatos
Stormwater Masterplan Update
12/4/2019

Task		Principal-QA/QC Jason Drew		Project Manager Andre Jankowski		Associate Mary Horvath Dave Rios		Senior Jeremy Hall Donna Bondine		Project Christine Davis Scott Kobs		Staff Mack Casterman Molly Laitinen		Senior Designer Sean Teeter		Field Technician Zeke Humphrey Mack Casterman		Clerical		Expenses			Totals	
		# Hrs @ \$260	Cost	# Hrs @ \$260	Cost	# Hrs @ \$210	Cost	# Hrs @ \$180	Cost	# Hrs @ \$155	Cost	# Hrs @ \$135	Cost	# Hrs @ \$145	Cost	# Hrs @ \$95	Cost	# Hrs @ \$80	Cost	Vehicle & Mileage	Other Direct	Cost	Labor Hours	Cost
Task 1 Project Management/ Coordination																								
1.1	Kickoff Meeting		\$ -	8	\$ 2,080	6	\$ 1,260	4	\$ 720		\$ -		\$ -		\$ -		\$ -	1	\$ 80	\$ 100	\$ 25	\$ 125	19	\$ 4,265
1.2	Progress updates, schedules and invoicing		\$ -	40	\$ 10,400	1	\$ 210	1	\$ 180		\$ -		\$ -		\$ -		\$ -	8	\$ 640		\$ 25	\$ 25	50	\$ 11,455
Subtotals		0	\$ -	48	\$ 12,480	7	\$ 1,470	5	\$ 900	0	\$ -	0	\$ -	0	\$ -	0	\$ -	9	\$ 720	\$ 100	\$ 50	\$ 150	69	\$ 15,720
Task 2 Data Collection																								
2.1	Coordination and Material Review		\$ -	2	\$ 520	4	\$ 840	5	\$ 900	24	\$ 3,720		\$ -		\$ -		\$ -		\$ -	\$ 500	\$ 25	\$ 525	35	\$ 6,505
2.2	PDM		\$ -	2	\$ 520	6	\$ 1,260	4	\$ 720	10	\$ 1,550	10	\$ 1,350		\$ -		\$ -	5	\$ 400		\$ 25	\$ 25	37	\$ 5,825
2.3 a	Priority Area Data Collection			4	\$ 1,040	20	\$ 4,200	50	\$ 9,000			60	\$ 8,100			150	\$ 14,250			\$ 700	\$ 2,000	\$ 2,700	284	\$ 39,290
2.3 b	Other Area Data Collection			4	\$ 1,040	25	\$ 5,250	62	\$ 11,160			74	\$ 9,990			162	\$ 15,390			\$ 890	\$ 3,000	\$ 3,890	327	\$ 46,720
Subtotals		0	\$ -	12	\$ 3,120	55	\$ 11,550	121	\$ 21,780	34	\$ 5,270	144	\$ 19,440	0	\$ -	312	\$ 29,640	5	\$ 400	\$ 2,090	\$ 5,050	\$ 7,140	683	\$ 98,340
Task 3 Evaluation of Storm Drain System																								
3.1	Supplemental H&H		\$ -	14	\$ 3,640	28	\$ 5,880		\$ -	62	\$ 9,610	0	\$ -				\$ -		\$ -			\$ -	104	\$ 19,130
3.2	Trash Capture Device Analysis			1	\$ 260	4	\$ 840	8	\$ 1,440	4	\$ 620													\$ 3,160
3.3	Identificaiton and analysis of CIP		\$ -	10	\$ 2,600	25	\$ 5,250		\$ -	40	\$ 6,200		\$ -	30	\$ 4,350		\$ -		\$ -		\$ 200	\$ 200	75	\$ 18,600
Subtotals		0	\$ -	25	\$ 6,500	57	\$ 11,970	8	\$ 1,440	106	\$ 16,430	0	\$ -	30	\$ 4,350	0	\$ -	0	\$ -	\$ -	\$ 200	\$ 200	196	\$ 40,890
Task 4 Stormwater Master Plan Report																								
4.1	Draft Report	8	\$ 2,080	15	\$ 3,900	30	\$ 6,300		\$ -	60	\$ 9,300		\$ -	20	\$ 2,900		\$ -		\$ -	\$ 100		\$ 100	113	\$ 24,580
4.2	Final Report	8	\$ 2,080	20	\$ 5,200	30	\$ 6,300		\$ -	35	\$ 5,425		\$ -	10	\$ 1,450							\$ -	93	\$ 20,455
Subtotals		16	\$ 4,160	35	\$ 9,100	60	\$ 12,600	0	\$ -	95	\$ 14,725	0	\$ -	30	\$ 4,350	0	\$ -	0	\$ -	\$ 100	\$ -	\$ 100	206	\$ 45,035
Project Totals		16	4,160	120	31,200	179	37,590	134	24,120	235	36,425	144	19,440	60	8,700	312	\$ 29,640	14	\$ 1,120	2,290	5,300	\$ 7,590	1,154	\$ 199,985



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/21/2020

ITEM NO: 9

ITEM NO. 9.

DATE: January 15, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Open and Close a Public Hearing to Consider Objections to the Proposed Abatement of Hazardous Vegetation (Weeds) for Properties Listed on the 2020 Weed Abatement Program Commencement Report and Order the Abatement

RECOMMENDATION:

Open and close a Public Hearing to consider objections to the proposed abatement of hazardous vegetation (weeds) for properties listed on the 2020 Weed Abatement Program Commencement Report (Attachment 1) and order the abatement.

BACKGROUND:

Chapter 11, Article II, Section 11.20.015 of the Town of Los Gatos Municipal Code requires property owners to remove or destroy weeds on their property for fire protection. On November 5, 2019, the Town Council adopted amendments to Chapter 11 to expand the definition of weeds to include other dead vegetation, fallen limbs, and combustible trash on private property and add additional language to clarify and strengthen the Town's weed abatement program.

The weed abatement process is in place to notify the property owners of this responsibility, authorize the County to remove the weeds if the property owner does not, and allow the County to recover the costs of the abatement. The primary objective of the program is voluntary compliance. The weed abatement program is administered through a contract with the Santa Clara County Department of Agriculture and Environmental Management (County).

PREPARED BY: Stefanie Hockemeyer
Executive Assistant, Parks and Public Works

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

PAGE 2 OF 3

SUBJECT: Open and Close a Public Hearing to Consider Objections to the Proposed
Abatement of Hazardous Vegetation (Weeds) for Properties Listed on the 2020
Weed Abatement Program Commencement Report and Order the Abatement

DATE: January 15, 2020

DISCUSSION:

On December 3, 2019, the Town Council passed Resolution 2019-060 (Attachment 2) declaring weeds to be a public nuisance and set a hearing date of January 21, 2020 to consider objections for proposed removal and to order the abatement.

This public hearing is an opportunity to consider objections from property owners with the proposed abatement. On December 13, 2019, the County mailed informational weed abatement program packets to all property owners, including the schedule and price list (Attachment 3).

The weed abatement process consists of eight steps that begin in November and go through August of each year. Currently the process is at Step 4 on the list as illustrated below.

1. When properties are identified as having hazardous weeds, they are placed in the program, monitored, and must be compliant for three consecutive years in order to be removed from the program. County prepares a report of all properties that have been identified and provides the report to the Town (Attachment 1) (November).
2. Town Council adopts resolution declaring weeds a nuisance and sets a hearing date to hear objections by property owners to having their property listed on the report (Attachment 2) (December).
3. County sends notice to property owners on the report notifying them of the hearing date, along with guidelines on the Weed Abatement Program explaining that they must remove weeds by the abatement deadline or it will be done for them and the cost of the abatement plus administrative costs will be assessed by the County Tax Collector against the respective property (Attachment 3) (December).
4. Town Council holds a public hearing to consider objections by property owners and orders abatement (January).
5. County sends a courtesy letter to property owners on the report notifying them again of the abatement deadline (January).
6. After the April parcel abatement deadline, the properties are inspected by the County to verify that weeds were removed and proceeds with abatement if the inspection fails. County creates an assessment report of all costs associated with the abatement and provides that report to the Town (June-July).

PAGE 3 OF 3

SUBJECT: Open and Close a Public Hearing to Consider Objections to the Proposed Abatement of Hazardous Vegetation (Weeds) for Properties Listed on the 2020 Weed Abatement Program Commencement Report and Order the Abatement

DATE: January 15, 2020

DISCUSSION (continued):

7. Town notifies the property owners on the assessment report notifying them of the hearing date (July).
8. Town Council holds a public hearing, notes any disputes, and adopts a resolution confirming the assessment report, authorizing collection of the assessment charges (August).

CONCLUSION:

Open and close a Public Hearing to consider objections to the proposed abatement of hazardous vegetation (weeds) for properties listed on the 2019 Weed Abatement Program Commencement Report (Attachment 1) and order the abatement.

COORDINATION:

This program has been coordinated with the Santa Clara County Department of Agriculture and Environmental Management.

FISCAL IMPACT:

The County's Weed Abatement Program administers services for 13 local agencies under a cost recovery model, paid for by fees imposed on the parcel owners. The estimated program cost related to each agency is based on the number of parcels per agency. Funds are provided in the FY 2019/20 Operating Budget to cover the cost of publishing all required legal notices.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. 2020 Weed Abatement Program Commencement Report
2. Resolution 2019-060
3. Abatement Program Packet

**2020 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
TOWN OF LOS GATOS**

ITEM NO. 9.

Situs	APN	CITY/STATE					
0	CALLE	409-04-049	GUPTA, MOHIT AND APAN, PARUL	4708 GRIMSBY DR	SAN JOSE	CA	95130-2037
0		409-08-001	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	CA	95747
935	CASTLEWOOD DR	409-11-021	YAMAGUCHI, JUDY C TRUSTEE	0 PO BOX 3390	SARATOGA	CA	95070-1390
17291	WEDGEWOOD AV	409-14-013	SAFFARIAN, BABAK TRUSTEE & ET	48817 DEER VIEW TR	FREMONT	CA	94539
14333	MULBERRY DR	409-15-022	BOLANDI, HOOMAN	14333 MULBERRY DR	LOS GATOS	CA	95032-0000
14311	MULBERRY DR	409-15-038	LEE, KWANGHO AND YUNSUN	14311 MULBERRY DR	LOS GATOS	CA	95032-0000
16245	BURTON RD	424-06-115	SWENSON, C B TRUSTEE	777 1ST ST N FL 5	SAN JOSE	CA	95112
14823	LOS GATOS BL	424-07-065	14823 LGB LLC	965 PAGE MILL RD	PALO ALTO	CA	94304
15439	NATIONAL AV	424-12-137	AURORA LOAN SERVICES LLC	1851 FIRST ST E 10TH FL	SANTA ANA	CA	92705
15710	WINCHESTER BL	424-27-013	DONNELLY, TESSA I ET AL	15710 WINCHESTER BL	LOS GATOS	CA	95030-3305
18481	OVERLOOK RD	510-40-019	DICKINSON, PATRICIA J	19 ASANTA CRUZ AV N	LOS GATOS	CA	95030-5968
0	LAUREL AV	510-41-068	GERTRIDGE, JOHN H ET AL	1080 COLLEGE AV	MENLO PARK	CA	94025
110	WOOD RD	510-47-038	COVIA COMMUNITIES	2185 CALIFORNIA BL N STE	WALNUT CREEK	CA	94596-3508
138	WOOD RD	510-47-044	FRENKEL, LILY M AND DRAA, JUSTIN	138 WOOD RD	LOS GATOS	CA	95030-6740
779	BLOSSOM HILL RD	523-04-037	BLANTON, LOUISE C TRUSTEE	779 BLOSSOM HILL RD	LOS GATOS	CA	95032-3502
15931	BLOSSOM HILL RD	523-25-028	TERRY, NAKA K	15931 BLOSSOM HILL RD	LOS GATOS	CA	95032-4808
16009	STEPHENIE LN	523-26-006	CAPRIOLA, JOAN C TRUSTEE	1466 SUTTER CREEK DR	EL DORADO HILLS	CA	95762
263	PINEHURST AV	523-43-019	GORMAN, ROBERT L AND THERESA A	263 PINEHURST AV	LOS GATOS	CA	95032-3917
15941	QUAIL HILL RD	527-02-006	KHOSRAVI, ARVIN AND MOZAFAR,	15941 QUAIL HILL RD	LOS GATOS	CA	95032-4819
15925	QUAIL HILL RD	527-02-007	DIEP, JOHN AND ALLISON	5950 COUNTRY CRUZ PY	SAN JOSE	CA	95138
145	DRYSDALE DR	527-03-003	ZUKIN, MARGARET S TRUSTEE	145 DRYSDALE DR	LOS GATOS	CA	95032-4847
0	GUM TREE LN	527-03-007	QUINT, ROBERT A TRUSTEE & ET AL	0 GUM TREE LN	LOS GATOS	CA	95032-0000
16200	GREENRIDGE TR	527-15-001	ORMANDY, ROMAN AND BIBIANA	16200 GREENRIDGE TR	LOS GATOS	CA	95032-4914

**2020 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
TOWN OF LOS GATOS**

ITEM NO. 9.

Situs	APN				CITY/STATE			
16084	GREENRIDGE	TR	527-15-002	LUU, RICHARD T	952 5TH ST N	SAN JOSE	CA	95112-4411
0	LARGA VISTA	DR	527-16-013	GUEVARA, MARIA E TRUSTEE & ET	14975 LARGA VISTA DR	LOS GATOS	CA	95032-4917
14960	LARGA VISTA	DR	527-16-016	PROUTY, KYMBERLY K AND PAUL R	14960 LARGA VISTA DR	LOS GATOS	CA	95032-4918
401	SURMONT	DR	527-20-002	BATE, ROSEMARY S	110 BELVALE DR	LOS GATOS	CA	95032
258	UNION	AV	527-44-012	CASHMERE BOUQUET 1031 LLC	2470 WINCHESTER BL S D	CAMPBELL	CA	95008
258	UNION	AV	527-44-013	CASHMERE BOUQUET 1031 LLC	2470 WINCHESTER BL S D	CAMPBELL	CA	95008
	NO SITUS		529-06-072	CROSS CREEK LOS GATOS LLC	3553 MEADOWLANDS LN	SAN JOSE	CA	95135-0000
615	BLOSSOM HILL RD		529-16-026	DUNN PROPERTIES LP ETAL	301 ALTA LOMA LN	SANTA CRUZ	CA	95062
0	BELLA VISTA	AV	529-21-010	FINLAYSON, GRAHAM C AND	385 BELLA VISTA AV	LOS GATOS	CA	95032-5416
0	BELLA VISTA	AV	529-23-003	RUNYAN, PETER AND CHOI, HYUNG	331 BELLA VISTA AV	LOS GATOS	CA	95032-5416
0	BELLA VISTA	AV	529-23-015	PETERS, JAKE C AND KATHERINE H	0 P O BOX 3486	KETCHUM	ID	83340
0	BELLA VISTA	AV	529-23-016	ROSS, DANIEL LEE TRUSTEE	188 VILLA AV	LOS GATOS	CA	95030-0000
0	BELLA VISTA	AV	529-23-019	HARLAN, MARILYN S TRUSTEE	4168 RIVA RIDGE	FAIR OAKS	CA	95628-6429
0	BELLA VISTA	AV	529-23-020	HEDBERG, PERNILLA AND CLAES J	350 BELLA VISTA AV	LOS GATOS	CA	95032-5400
	NO SITUS		529-29-065	DOUGLAS, VASILIKI	0 RESERVOIR RD	LOS GATOS	CA	95032-7028
0	RESERVOIR	RD	529-29-066	KIDDER, VASILIKI	0 RESERVOIR RD	LOS GATOS	CA	95030-0000
148	CLELAND	AV	529-34-043	HATTAR, MARIE C	148 CLELAND AV	LOS GATOS	CA	95030-0000
0	(VACANT)		529-39-047	ST WARD PROPS LP	107 FOSTER RD	LOS GATOS	CA	95030-0000
16386	HILOW	RD	532-04-080	JALALIAN, VALY F AND KHANSHIR,	140 CLOVER WY	LOS GATOS	CA	95032-5620
16666	TOPPING	WY	532-09-018	LIN, ARTHUR W AND CHANG,	4100 MOORPARK AV STE 205	SAN JOSE	CA	95117
16510	KENNEDY	RD	532-17-025	MCKENZIE, JACLYN J TRUSTEE	16510 KENNEDY RD	LOS GATOS	CA	95032-6431
16461	KENNEDY	RD	532-17-027	CHAUDHRY, FAISAL AND REEM C	16461 KENNEDY RD S	LOS GATOS	CA	95030-0000
16481	KENNEDY	RD	532-17-028	HAKHU, JAI K AND NALINI	7 SHORE PINE DR	NEWPORT COAST	CA	92657

**2020 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
TOWN OF LOS GATOS**

ITEM NO. 9.

Situs	APN		CITY/STATE				
248	JARED	LN 532-34-071	PAN, SAM SHIWEI	1901 NOBILI AV	SANTA CLARA	CA	95051-2229
17511	PHILLIPS	AV 532-39-009	UPLIFT FAMILY SERVICES	251 LLEWWLLYN AV	CAMPBELL	CA	95008
17528	TOURNEY	RD 537-04-019	EBRAHIMI, KEVIN A	4459 WINDSOR PARK DR	SAN JOSE	CA	95136-2048
17652	TOURNEY	RD 537-04-043	YU, MARGARET AND ROLANDI,	17652 TOURNEY RD	LOS GATOS	CA	95030-7166
15220	KENNEDY	RD 537-15-004	BEZECNY SUSAN K AND	15220 KENNEDY RD	LOS GATOS	CA	95032
14050	SHANNON	RD 537-17-027	LEIRER, VON OTTO AND PERZOW,	14050 SHANNON RD	LOS GATOS	CA	95032-0000
233	FORRESTER	RD 537-21-010	JACKSON STREET EQUITIES LLC	0 PO BOX 27421	SAN FRANCISCO	CA	94127
229	FORRESTER	RD 537-22-011	SATIA, JAGAT B AND INDIRA	229 FORRESTER RD	LOS GATOS	CA	95032-6508
155	WOODED VIEW DR	537-23-028	OWNBEY, DOUGLAS V TRUSTEE	0 P.O. BOX 9277	SAN JOSE	CA	95157
210	WOODED VIEW DR	537-23-046	CUNNINGHAM, JAMES	210 WOODED VIEW DR	LOS GATOS	CA	95032-5738
15876	SHANNON	RD 537-26-009	LIVE WELL HOMES INC	409 CASSELINO DR	SAN JOSE	CA	95136-0000
15760	SHANNON RD	RD 537-26-018	KELLERMANN MARC ET AL	15760 SHANNON RD	LOS GATOS	CA	95032-5759
16060	CERRO VISTA	DR 537-30-004	BREZOCZKY, BLASIUS TRUSTEE &	16060 CERRO VISTA DR	LOS GATOS	CA	95032-0000

RESOLUTION 2019-060**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
DECLARING WEEDS TO BE A PUBLIC NUISANCE AND
SET HEARING DATE OF JANUARY 21, 2020 TO CONSIDER OBJECTIONS FOR
PROPOSED REMOVAL**

WHEREAS, Section 39501 and Section 39502 of the Government Code of the State of California authorize the Town of Los Gatos to prescribe a procedure for compelling the owner, lessees or occupant of buildings, grounds, or lots to remove hazardous vegetation (weeds) from such buildings or grounds and adjacent sidewalks, and, upon his failure to do so, to remove such hazardous vegetation (weeds) at owner's expense, making the cost thereof a lien upon such property; and

WHEREAS, the Town of Los Gatos, by ordinance, has adopted such a procedure, codified in Chapter 11, Article II, Sections 11.20.010 through 11.20.045 of the Los Gatos Town Code.

NOW, THEREFORE, BE IT RESOLVED: that the Town Council hereby finds that hazardous vegetation "weeds," as that term is defined in Section 11.20.010, are growing upon and adjacent to private property within the Town of Los Gatos, and declares that all hazardous vegetation (weeds) growing upon any private property or properties, and in any sidewalk street, or alley within the Town of Los Gatos are a public nuisance and should be abated.

BE IT FURTHER RESOLVED that unless such nuisance be abated by the destruction or removal of such hazardous vegetation (weeds) within thirty (30) days after the adoption of this resolution, or within the time specified in a written agreement with the Town of Los Gatos Director of Parks and Public Works, or his representative, whichever time shall be later, as provided in Chapter 11, Article II, of the Los Gatos Town Code, the Town of Los Gatos shall cause such nuisance to be abated, and the expense thereof assessed upon the lots and lands from which, or in the front and rear of which, such hazardous vegetation (weeds) shall have been destroyed or removed, such expense constituting a lien upon such lots or lands until paid, and to be collected upon the next tax roll upon which general municipal taxes are collected.

BE IT FURTHER RESOLVED that the Director shall execute a "Notice to Destroy Hazardous Vegetation (Weeds)" in the form set forth in Section 11.20.020(b) and shall cause same to be published and posted in the manner prescribed by Section 11.20.020(c).

BE IT FURTHER RESOLVED that on the 21st day of January, 2020 at a meeting of the Town Council beginning at 7:00 p.m. in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, California, a public hearing will be held during which all property owners in the Town of Los Gatos having any objections to the proposed destruction or removal of such hazardous vegetation (weeds) will be heard and given due consideration.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 3rd day of December 2019 by the following vote:

COUNCIL MEMBERS:

AYES: Steve Leonardis, Rob Rennie, Marico Sayoc, Barbara Spector, Mayor Marcia Jensen

NAYS: None

ABSENT: None

ABSTAIN: None

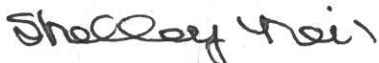
SIGNED:



MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: 12/11/19

ATTEST:



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

DATE: 12/11/19

County of Santa Clara

Consumer and Environmental Protection Agency
Weed Abatement Division

1553 Berger Drive
Building 1
San Jose, CA 95112
(408) 282-3145
Fax (408) 286-2460

**AFFIDAVIT OF MAILING**

Notice of Public Hearing for the Jurisdictions of:
Los Gatos

Brian Rosa, declares as follows: That he is a citizen of the United States, over the age of 18 years, that at all times herein mentioned was an employee/agent of the County of Santa Clara.

Brian Rosa, deposited in the United States Post Office, California, a Notice of Hearing, a copy of which is attached hereto. That said mailing list has been provided by the applicant and lists the owners of property who are entitled to Notice of Hearing. That on said day, there was a regular communication by United States mail between San Jose, California and the addresses shown on the attached mailing list.

I declare under penalty of perjury that
the foregoing is true and correct.

Date: 12/13/2019

By: B. Rosa

1553 Berger Drive
Building 1
San Jose, CA 95112
(408) 282-3123

County of Santa Clara

Consumer and Environmental Protection Agency
Weed Abatement Division

1553 Berger Drive
Building 1
San Jose, CA 95112
(408) 282-3145
Fax (408) 286-2460



ITEM NO. 9.

December 9, 2019

IMPORTANT NOTICE TO ABATE WEEDS

Dear Property Owner:

To protect your property and the surrounding area from a possible fire, your jurisdiction contracts with the County of Santa Clara to operate a Weed Abatement Program. You are receiving this notice and information because it has been determined that your parcel is part of this Program. Please read the information carefully and contact us for clarification or additional information.

Your jurisdiction has adopted or will adopt a resolution declaring your property as one that may contain fire hazards from either weeds or other debris. Following this action, your jurisdiction will be conducting a public hearing to consider an abatement order requiring you to remove any hazardous vegetation or combustible debris prior to the deadline in the enclosed *Weed Abatement Program Schedule*. A public hearing will be held on date and location specified in the enclosed *Notice to Destroy Weeds*, and provides an opportunity for you to raise any objections or concerns with this requirement.

If you believe your parcel includes an environmentally sensitive habitat, please complete the enclosed *Reply Form* to assist in determining the best approach to weed abatement at your property.

After the public hearing, if the Weed Abatement Program is approved for your property, the County is authorized by contract with your city and the California Health and Safety Code sections 14875-14922 to inspect your property to determine whether the property has been cleared of hazards according to the Minimum Fire Safety Standards in the enclosed *Santa Clara County Weed Abatement Program* brochure. Inspections will begin after the abatement deadline for your jurisdiction. This notice does not relieve you of your responsibility to complete the necessary work prior to the deadline for your jurisdiction. You will be responsible for an annual fee of \$101 to cover the cost of this compliance inspection.

If you fail to complete the abatement work prior to County inspection, the property owner will be responsible for a \$582 inspection fee per parcel, and the property will be scheduled for abatement by the County contractor. If the abatement work is completed before the scheduled County contractor job, further charges will not be incurred. However, if the County completes this work, a \$984 County administrative fee will be assessed per parcel in addition to the cost for abatement.

The County will make all efforts to use the less costly method of abatement considering the physical characteristics of the property and any environmental concerns. The enclosed *Notice to Destroy Weeds* includes a price list covering detailed fees. Following confirmation of charges by your jurisdiction, the total amount charged will be included as a special assessment on the property tax bill. A meeting notice will be posted at a location determined by your jurisdiction (typically in Civic Centers) at least three days prior to the meeting.

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

Other than the annual compliance fee, all other costs could be avoided by completing the abatement work yourself, according to Minimum Fire Safety Standards, prior to the abatement deadline for your jurisdiction **and** maintaining the Minimum Fire Safety Standards for the fire season duration, which typically runs through October. Parcels will be removed from the program after three consecutive years of voluntary compliance (work completed by property owner prior to the deadline).

If you designate in your reply that you intend to abate the weeds yourself, you need to complete the abatement before the deadline listed on the abatement schedule and maintain fire safe conditions for the duration of the fire season. Responding that you intend to provide maintenance yourself does not release you from this responsibility to have the maintenance *completed* before your deadline and *repeated* as necessary to maintain Minimum Fire Safe Standards. The County will proceed to abate hazardous vegetation as necessary after the deadline for your jurisdiction.

Enclosed you will find the following information:

- ✓ Reply Form specific to your property. Please complete and return promptly to inform your property abatement plans.
- ✓ Notice to Destroy Weeds informing you of an upcoming public meeting. You must attend if you have any objections to the proposed removal of hazardous vegetation or debris from your property.
- ✓ Weed Abatement Program Schedule for your jurisdiction and current County price list.
- ✓ Santa Clara County Weed Abatement Program brochure.

Please be aware that any abatement performed by the County must be in compliance with all applicable environmental protection regulations. If your property falls within an area designated as possible habitat for burrowing owls or any other protected species of bird or animal, the methods used to remove vegetation may be regulated by specific laws or local ordinances.

If you are no longer the property owner identified by this mailing, please notify the County immediately at (408) 282-3145. If you sell your property after the date of this letter, it is your responsibility to notify the new owner and to include the obligation to pay any abatement costs in your agreement of sale. Without taking this action, you will be responsible for all hazard abatement charges assessed to the property.

Our goal is voluntary compliance with the Minimum Fire Safety Standards, and it is our objective to ensure that all properties remain safe from fire. If you have any questions about your property or need on-site advice to help you achieve compliance with the Minimum Fire Standards, please call the Santa Clara County Weed Abatement Program at (408) 282-3145.

Sincerely,



Jo Zientek, Director
Consumer and Environmental Protection Agency

2020 Return Reply Form

Non Compliant Parcel Owner

IMPORTANT: Please complete this form and mail back to the Weed Abatement Program **within 15 days of receipt of this notice.** Thank you.

TRA:



Non Compliant Parcel Owner
Weed Abatement Way
Santa Clara County CA 95121

000-00-000

Please check the box that
applies for each parcel
(see explanations below):

Parcel Number	Site Address	A	B	C
000-00-000	Santa Clara County	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A I am no longer the owner of this property, and the new owner information is listed below. Please return Reply Form immediately.

B I intend to maintain this parcel in a manner consistent with the Minimum Fire Safety Standards from **through the end of the fire season (typically runs through October)**. All parcels on the abatement list remain subject to inspection to ascertain compliance. Non-compliance by the deadline will result in an Inspection fee or the abatement of weeds by the County contractor and the resulting charges added to the property tax.

C I request that the County Contractor perform weed abatement work on this parcel. Charges for this work will be added to my property tax bill. **(All County fees Apply)**

Please provide any additional information such as new owners, presence of piping, irrigation, crops or other improvement. If your property is fenced/locked, please provide instructions on how to enter the property. If you are no longer the owner of the property identified by this mailing, please notify the County immediately. If you sell your property after December 1st, 2018, it is your responsibility to notify the new owner and to include the obligation to pay any abatement costs in your agreement of sale. Without taking this action, you will be liable for all hazard abatement charges assessed to the property. Thank you

☐ Please check if you feel this parcel is environmentally sensitive

Signature

Name (please print)

Date

()
Day time phone

Fold Here First

Return Address

**Santa Clara County Weed Abatement Program
Consumer and Environmental Protection Agency
1553 Berger Drive, Bldg. #1
San Jose, California, 95112**

Fold Here Second
Use Staples To Secure

Notice to Destroy Weeds

NOTICE IS HEREBY GIVEN that on December 3, 2019, pursuant to the provisions of Section 11.20.020 of the Town Code of the Town of Los Gatos, the Town Council of said Town adopted a Resolution declaring that all weeds growing upon any private property or in any street, sidewalk or alley, as defined in Section 11.20.020 of such code, constitute a public nuisance, which nuisance must be abated by the destruction or removal thereof.

NOTICE IS FURTHER GIVEN that property owners shall within thirty days after the adoption of such resolution, or within the time specified in a written agreement with the Director of Parks and Pubic Works of the Town of Los Gatos, or the Director of Parks and Pubic Works' representative, whichever time shall be later, remove all such weeds from their property, the abutting sidewalks, and the abutting half of the street in front, and alleys, if any, behind such property, and between the lot lines thereof as extended, or such weeds will be destroyed or removed and such nuisance abated by the Town of Los Gatos, in which case the cost of such destruction or removal will be assessed upon the lots and lands from which, or from the front or rear of which, such weeds shall have been destroyed or removed; and such cost will constitute a lien upon such lots or lands until paid, and will be collected upon the next tax roll upon which general municipal taxes are collected. All property owners having any objections to the proposed destruction or removal of such weeds are hereby notified to attend a meeting of the Town Council of such Town to be held in the Council Chambers of said Town at 110 East Main Street, Los Gatos, California, on **Tuesday, January 21, 2020 at 7:00 p.m.**, or as soon thereafter as the matter can be heard, when their objections will be heard and given due consideration. *The language and format for this notice is required by California Health and Safety Code Sections 14891 Et. Seq.*

LOS GATOS WEED ABATEMENT PROGRAM SCHEDULE

January 21, 2020	Public hearing to consider objections to Abatement List.
April 15, 2020	<u>PARCEL ABATEMENT DEADLINE</u> Parcel must be free from hazardous vegetation by this date or Inspector will order abatement.
July-August, 2020	Assessment Hearing to protest abatement charges (Date subject to change, please confirm with City Clerk)

2020 COUNTY WEED ABATEMENT FEES

Properties in the Weed Abatement Program, you will be responsible for an annual inspection fee of \$101.00 per parcel.

Please be advised that the property owner of any parcel found to be non-compliant on or after the March 1st deadline will be charged a processing fee of \$582.00 and the property will be scheduled for abatement by the County contractor. If you complete the abatement work before the County contractor performs the abatement, you will not incur further charges. Should the abatement work be performed by a County contractor, you will be assessed the contractor's charges plus a County administrative fee of \$984.00 per parcel.

2020 COUNTY CONTRACTOR'S WEED ABATEMENT PRICE LIST

A) Disc Work**

PARCEL SIZE:	1 st Disc	+	2 nd Disc	= Total Discs
0-12,500 sq.ft.	<u>\$399.80</u>		<u>\$160.73</u>	<u>\$560.53</u>
12,501sq.ft.- 43,560sq.ft.	<u>\$399.80</u>		<u>\$160.73</u>	<u>\$560.53</u>
Larger than 1 Acre	<u>\$290.41</u>		<u>\$141.83</u>	<u>\$432.24</u> (PER ACRE)

** It is required that parcels be disced twice a year. The cost for the first discing is higher due to additional work normally required during the first discing.

B) HANDWORK	<u>\$5.40 PER 100 Square Feet (SF)</u>
C) FLAIL	<u>6 Foot Mower \$6.89 PER 1,000 SF</u>
MOWING	<u>12 Foot Mower \$6.89 PER 1,000 SF</u>
D) LOADER WORK	<u>\$165.20 PER HOUR</u>
E) DUMP TRUCK	<u>\$152.49 PER HOUR</u>
F) BRUSH WORK	<u>\$5.16 PER 100 SF</u>
G) DEBRIS REMOVAL	<u>\$52.49 PER HOUR</u>
H) DUMP FEE	<u>100%</u>

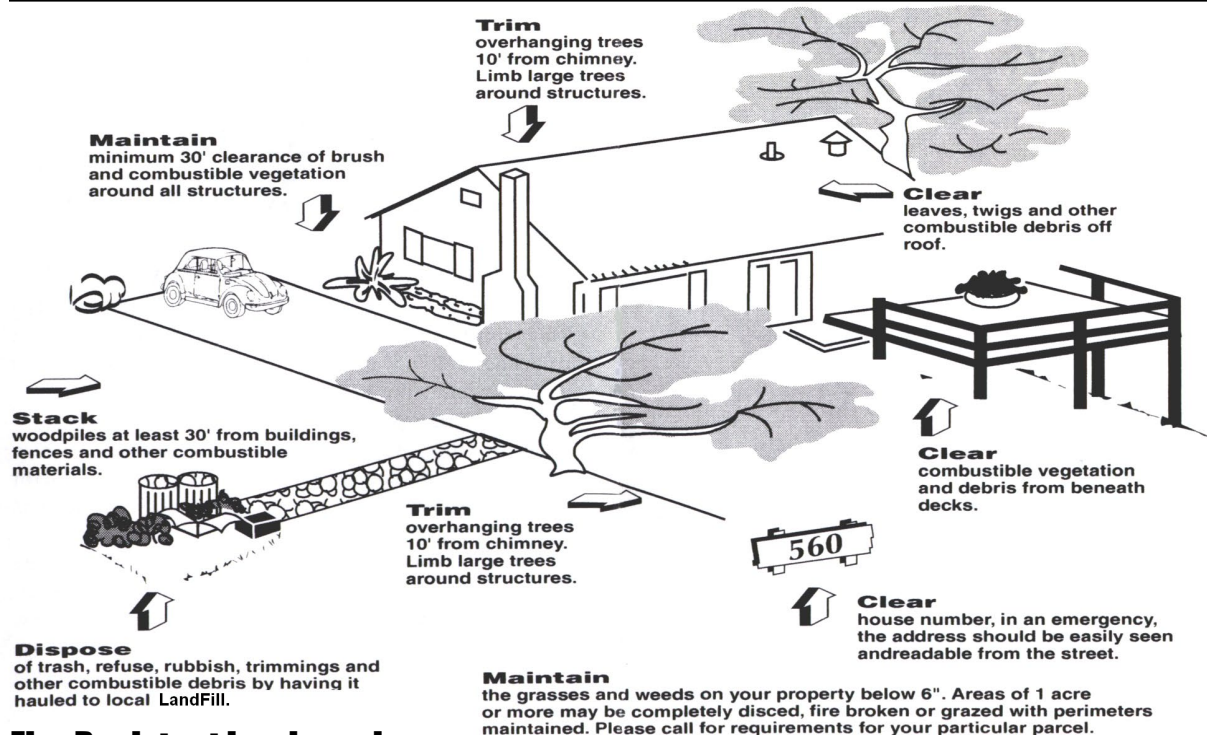
Added to orders with debris removal at 100% of the dump site charge.

*Please note this program does not offer herbicide application as a method of abatement.

MINIMUM FIRE SAFETY STANDARDS

ITEM NO. 9.

1. **Vegetation must not exceed 6 inches in height any time after the compliance deadline.**
2. Maintain grasses and weeds below 6 inches for 10 feet horizontally on both sides of all roadways, including driveways and access routes. Roads and Driveways must maintain a clearance of 10' W by 13'6" H for all vegetation
3. Clear flammable vegetation a minimum of 30 feet around any structure, occupied or not. Ornamental vegetation should be kept clear of dead material. Some conditions, such as slopes, may require up to a 100-foot clearance.
4. Parcels one acre or less shall be completely abated. Parcels over one acre up to five acres require 30-foot clearance around structures and perimeter property lines. Additional 30-foot cross fuel breaks may also be required.
5. Parcels larger than five acres require 30-foot clearance around structures and perimeter property lines in addition to 30-foot cross fuel breaks as needed to separate the remaining vegetation into sections no larger than five acres.
6. Keep property clear of accumulation of combustible debris, such as trash, wood, and dead vegetation. Stacked firewood and neatly piled yard waste is not considered to be combustible debris.
7. Keep vegetation cleared from under the eaves of houses.
8. Trim tree branches to at least 10 feet away from chimney.
9. Clear leaves, pine needles and debris from roof and gutters.



Fire Resistant Landscaping

The following is a partial list of fire resistant plants that you may choose to use around your home to reduce the risk of fire. Contact your local nursery for selections appropriate to your area. All grasses, including those purportedly fire resistant, must be maintained below 6" in height.

Trees:

African Sumac
per

Shrubs:

Bearberry
Carmel Creeper
Carolina Cherry
Catalina Cherry

Escallonia

Hopseed Bush
Lemonade Berry

Groundcover:

Aaron's Beard
Australian Daisy
Candytuft
Sterile Capeweed

Freeway Daisy

Rock rose (except Gum Variety)

Fire Safety Through Vegetation Management

Santa Clara County
Consumer and Environmental
Protection Agency

Weed Abatement Program



1553 Berger Drive #1
San Jose, Ca 95112
Phone (408) 282-3145
Fax: (408) 286-2460

SCC.WeedAbatement@cep.sccgov.org

The Santa Clara County Weed Abatement Program

The Santa Clara County Department of Agriculture and Environmental Management and your city are working together to protect your community from fire. We need your help. Please read and follow the directions provided in this brochure regarding fire prevention on your property. The purpose of the Weed Abatement Program is to prevent fire hazards posed by vegetative growth and the accumulation of combustible materials.

The Weed Abatement program is entirely funded from fees charged to residents. Fees will be assessed for any property in the program. This is to cover the cost of the compliance inspection for the property. Properties that fail the compliance inspection will be charged a failed inspection fee, even if the resident completes the weed abatement. If the property requires abatement by the County contractor, the property owner will be responsible for the actual cost of abatement plus an administrative fee. Properties that meet and maintain the minimum fire safety standards will not be charged other than the annual fee.

Program staff annually inspect parcels at the beginning of the fire season, which is typically in March or April depending on your jurisdiction. If the parcel is not in compliance at the time of inspection, the property owner will be charged a failed inspection fee, and the owner will be sent a courtesy notice as a reminder to abate the weeds. If the weeds are not abated by the property owner, the work will be completed by the County contractor. The property owner will pay the contractor's fees plus a County administrative fee. All fees will be included in your property tax bill.

Our Goal Is Voluntary Compliance

Property Owner's Responsibilities

- Do not allow a fire hazard to exist on your property. The Minimum Fire Safety Standards (MFSS) in this brochure give you guidelines to follow in order to maintain your property and protect against a fire hazard. **Please contact our office if you need guidance or have any questions regarding the requirements!**
- Make arrangements to have your property maintained throughout the year. Contractors can be found in the yellow pages. You may choose to have the County contractor maintain your property. A current price list is included in your packet.
- Please complete and return the Reply Form provided in your mailing packet by the date on the form. Indicate your preference regarding performance of weed abatement services.

Program Staff Responsibilities

- Weed Abatement Inspectors will perform periodic inspections on all parcels included in the Santa Clara County Weed Abatement Program. Properties that fail the compliance inspection will be charged a failed inspection fee, even if the resident completes the weed abatement.

- Inspectors will order the County contractor to perform all necessary abatement work on any parcel where the MFSS are not met. An attempt will be made to give the owner a courtesy notice prior to releasing the work order.
- The County contractor uses several methods of abatement including disking and handwork. The property owner is free to select whatever method they choose, provided the MFSS of all federal, state and local laws are met.
- The Weed Abatement Program will place inspection costs and the charges for County contractor services plus a County administrative fee on the property owner's tax bill during the next fiscal year.

Burrowing Owls

These small owls nest in abandoned ground squirrel burrows. Disking collapses the burrows and kills the young. These owls are listed as a state Species of Special Concern and are protected by the federal Migratory Bird Treaty Act. If you suspect burrowing owls on your property you **must** use another form of weed abatement such as mowing or weed-eating. If you request the County perform abatement services, please notify program staff or your City if burrowing owls are known to exist on your property.

Frequently Asked Questions

Q. Why have I received an Abatement Notice?

A. Typically, a property is placed on the program if a Weed Abatement Inspector identified a potential fire hazard on the property. Fire Departments and other agencies also submit complaints to the Weed Abatement Program.

Q. What is required of me now that I am in the Program?

A. All property owners are required to maintain their property free of fire hazards throughout the year.

Q. The grasses planted on my property are fire resistant. Are they exempt from the Weed Abatement program?

A. No. Even grasses that possess some fire resistant qualities are not fire proof, and they can add fuel to any site that is subject to a fire. Additionally, fire resistant grasses are rarely found in a pure, homogenous stand but rather are usually found to occur mixed with other common introduced annual grasses that are highly flammable and hazardous in a fire event. Finally, many grasses occur in Santa Clara County and species identification is difficult in the field, especially after the spring when the reproductive portions required for identification have dried and dispersed. Weed Abatement Inspectors can only focus on the presence of grasses and weeds on your property and the Minimum Fire Safety Standards, and not on grass species identification. Therefore, all grasses are required to be below 6 inches in height.

Q. What is the SC County Weed Abatement Program?

A. This is a monitoring program and our primary objective is voluntary compliance. See the first two paragraphs of this brochure for further specifics.

More FAQ:

ITEM NO. 9.

Q. How long will I be on the Program?

A. Your property will remain on the Program for three years. If no hazards are found during that time, your property may be removed from the program.

Q. How much will this cost me?

A. There will be an annual fee to cover the cost of the compliance inspection. If the parcel does not meet the MFSS when it is first inspected in the spring, or if work is required by the County contractor, you will be charged additional fees. Our goal is to ensure that the MFSS are met at the lowest possible cost to the property owner.

Q. How will I be billed?

A. Any charges for the inspection and any abatement work performed will appear as a special assessment on your next property tax bill.

Q. Why have you performed work on my property while the vegetation is still green?

A. Grass, weeds or piles of combustible debris have been declared a public nuisance by your jurisdiction. Abating fire hazards in the spring minimizes the volume of combustible material before the hazards increase and dries out completely during the peak fire season.

Q. Will you notify me prior to beginning abatement work?

A. Property owners are responsible for preventing fire hazards on their property. If the MFSS have been met, but further work is necessary, you will receive notice prior to the County contractor performing the work. If the MFSS have **not** been met, an attempt will be made to give the owner a courtesy notice prior to initial abatement.

Q. Where can I find someone to provide abatement services?

A. Weed Abatement contractors can be found in the Yellow Pages under "Weed Control Services" or "Disking Services". You may have the County contractor perform the necessary work; see your mailing packet for a current price list as administrative costs are charged.

Q. How can I get additional information or assistance regarding the specific requirements for my property?

A. Weed Abatement Inspectors are available to assist you and answer your questions. Please call our Customer Service line at (408) 282-3145 to schedule a consultation with program staff or to obtain additional information.

Q. I have Grazing Animals do I need to perform abatement?

A. Grazing animals do not absolve you of your responsibilities to provide a fire safe condition on your property. You will need to check with our office to determine if grazing is adequate or if additional work is required.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/21/20

ITEM NO. 9.

ITEM NO: 9

DESK ITEM

DATE: January 15, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Open and Close a Public Hearing to Consider Objections to the Proposed Abatement of Hazardous Vegetation (Weeds) for Properties Listed on the 2020 Weed Abatement Program Commencement Report and Order the Abatement

REMARKS:

Attachment 4 includes public comments received between 11:01 a.m., Thursday, January 16, 2020 and 11:00 a.m., Tuesday, January 21, 2020.

Attachments previously received with Staff Report:

1. 2020 Weed Abatement Program Commencement Report
2. Resolution 2019-060
3. Abatement Program Packet

Attachment received with this Desk Item:

4. Public comments received between 11:01 a.m., Thursday, January 16, 2020 and 11:00 a.m., Tuesday, January 21, 2020

PREPARED BY: Stefanie Hockemeyer
Executive Assistant, Parks and Public Works

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

From: [REDACTED]
Sent: Tuesday, January 21, 2020 10:40 AM
To: Town Manager <Manager@losgatosca.gov>; attorney@losgatos.gov; Clerk <Clerk@losgatosca.gov>; Planning <Planning@losgatosca.gov>; finance@losgatosca.gov
Cc: [REDACTED]
Subject: Town Meeting: January 21, 2020 for Public Hearing

Town of Los Gatos, Council

Marcia Jensen Mayor
 Barbara Spector, Vice Mayor
 Rob Rennie, Council Member
 Marico Sayoc, Council Member

January 21, 2020

Re: objections to abatement list : Property : [REDACTED], Los Gatos, CA 95032
 Property Owner: [REDACTED]

I would like to take this opportunity to apologize for having my property listed as a weed abatement program list.

Since my dear husband had passed away 5 years ago [REDACTED], we have been struggling in every aspect of our lives. One of the major obstacle was a finance. My late husband did not have a will and we needed to take time to sort out our property in England, where he was from, and to be transferred to here. Also, both of my children were facing difficult medical situations.

But of course, I do realise I need to sort out my property for the safety of every good citizens around us who tirelessly supported us throughout our most difficult times in our lives. We do feel much gratitude toward o many kind friends and neighbours in Los Gatos, and we are very sorry for neglecting our yard, though it was totally unintentional.

We have decided to tackle our yard head-on and life-changing front and back yard sweep up done.

I am going to send you the before and after pictures, so please take a look.

We are still in the process of spreading a thick layer (2 inches-3 inches) of mulch we have acquired from a over-grown trees and bushes throughout our yard. But our kind neighbours who is a professional gardener is committed to help us keeping the weeds down, as you can see until the mulches are all in place.

Therefore, we would like to beg you to consider re-evaluating our status.

Again, I do apologize for ending up on the list. And thank you very much for giving me the chance to make a difference.

Sincerely,

A black rectangular redaction box covering the signature of the sender.

Los Gatos, CA 95032

P.S. The pictures to follow this email



old shed,
&
chicken
coop

①

⑬

DIY
Junk
is gone.



After

1~5

are gone

before



over grown tree

old shed

bushes + tree

compost bin

over grown tree

1~5 all gone!

① the over grown, diseased
tree is gone
↓



branches are gone.

12/27/19 the major clean up of
trees +
bushes







junk
&
wood material
late husband
is gone for my

(13)

(14)
pile of
concrete
is gone



12
California
coffee berry
bushes
are
gone.



⑨ ⑩
over grown
junipers
are gone,

↑
2-3" mulch
after weed abatement
treatment

(6) Palm
(7) Mulberry
Tree
are gone.



(8) Plum
Tree is
gone

Subject: Your receipt from EFAST JUNK REMOVAL LLC

From: EFAST JUNK REMOVAL LLC

To:

Date: 2020/1/12, Sun 15:18



EFAST JUNK REMOVAL LLC

2034 ASH ST, SANTA CLARA, CA 95054
4084698933

January 12, 2020 • 3:17 PM

\$2,800.00

full transaction receipt

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**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/21/2020

ITEM NO: 10

ITEM NO. 10.

DATE: January 14, 2020

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Introduce an Ordinance, by Title Only, Effecting an Amendment to:

- a. Chapter 9 (Fire Prevention and Protection) of the Town Code regarding Defensible Space regulations.
- b. Chapter 11 (Garbage, Refuse and Weeds) of the Town Code regarding Weed Abatement regulations.
- c. Chapter 29 (Tree Protection) of the Town Code regarding exemptions for Defensible Space.

RECOMMENDATION:

Introduce an Ordinance, by title only, effecting an amendment to:

- a. Chapter 9 (Fire Prevention and Protection) of the Town Code regarding Defensible Space regulations.
- b. Chapter 11 (Garbage, Refuse and Weeds) of the Town Code regarding Weed Abatement regulations.
- c. Chapter 29 (Tree Protection) of the Town Code regarding exemptions for Defensible Space.

EXECUTIVE SUMMARY:

On April 16, 2019, the Town Council adopted Annex 9 (Attachment 1) of the Santa Clara County Community Wildfire Protection Plan (CWPP). Among other things, Annex 9 included a matrix of recommended actions to mitigate occurrence and potential damage associated with wildfire. One of the strategic goals identified in the Annex was the development of a wildfire evacuation assessment for the Wildland Urban Interface (WUI) portion of Town.

PREPARED BY: Arn Andrews
Assistant Town Manager

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

SUBJECT: Amendments to Chapter 9, Chapter 11, and Chapter 29 of the Town Code

DATE: January 14, 2020

EXECUTIVE SUMMARY (continued):

On October 15, 2019, the Town Council received the Wildland Urban Interface Evacuation Assessment. As part of the development of that assessment, staff conducted a review of the Town's Municipal Code as it relates to wildfire mitigation. Based on that assessment, staff identified Chapter 9, Chapter 11, and Chapter 29 for Town Code revisions. The recommendations in this report have been developed to augment and align Town Codes related to wildfire mitigation which reflect currently adopted best practices and State legal requirements. In addition, the recommended changes will help to facilitate the implementation of portions of Annex 9.

Due to the interrelated nature of the recommended code revisions this staff report has been developed as a single report. However, three independent Ordinances have been drafted and based on Council's action would require three individual First readings.

BACKGROUND:

Los Gatos is identified as a Community at Risk from wildfires on the Federal and the California Fire Alliance list of Communities at Risk in Santa Clara County. The Los Gatos Wildland Urban Interface (WUI) planning area includes primarily Very High Fire Hazard Severity Zone (VHFHSZ) areas on the southern side of Los Gatos. The WUI area is best described as an area that transitions from a natural condition (wildland) to human settlements. Homes and other development in the WUI are at risk of catastrophic wildfire due to the presence of vegetation that could fuel a wildfire.

The WUI and VHFHSZ designations within the Town trigger multiple State mandated requirements for building codes and other areas which can help mitigate the occurrence or spread of wildfire. In particular, California Public Resources Code (PRC) 4291 mandates 100 feet of defensible space around structures in high fire severity zones. In addition, PRC 4291 was expanded in 2008 to allow local jurisdictions require defensible space beyond property lines under certain circumstances. While the Town has traditionally adopted Chapter 49 of the California Fire Code (with amendments) which incorporates the legal requirements associated with WUI defensible space, other Town Codes have either contradicted or been inconsistent with the maintenance of defensible space.

DISCUSSION:

Defensible Space

Defensible space means an area around the perimeter of structures in which vegetation, debris, and other types of combustible fuels are treated, cleared, or reduced to slow the rate and intensity of potentially approaching wildfire or fire escaping from structures. The creation of reasonable and adequate defensible space focuses on measures to modify or breaking

SUBJECT: Amendments to Chapter 9, Chapter 11, and Chapter 29 of the Town Code

DATE: January 14, 2020

DISCUSSION (continued):

up the hazards emanating from the continuity of fire fuels, both horizontal (across the ground) and vertical (from the ground up into the crowns of brush and trees). Fuels that exhibit a large degree of both vertical and horizontal continuity are the most hazardous; in particular when they are on slopes. Thus, mitigation of wildfire hazards within the defensible space perimeter focuses on breaking up the continuity of horizontal and vertical fuels, while also addressing environmental concerns like habitat and erosion protection. Attachment 2 from Cal Fire provides a simple illustration of defensible zones and horizontal and vertical spacing.

Appropriate defensible space does not require, or advocate, the clear cutting of trees and brush. Often times a continuous canopy of fire-resistant trees may be desirable in some cases to create shade (sometimes referred to as a "shaded fuel-break") which can suppress weeds and grasses and help retain moisture.

If the Town Council introduces and adopts the proposed Ordinances, staff will design a website and offer educational tools to provide specific recommendations and resources to our residents and property owners.

Chapter 9 (Fire Prevention and Protection)

Chapter 49 of the California Fire Code (with amendments) is adopted into the Town Code and incorporates the legal State requirements associated with WUI structures. However, State legislation grants local jurisdictions the authority to add additional restrictions based on the threat severity in that jurisdiction. Given the significant wildfire threat in Los Gatos, staff is recommending several amendments beyond the usual administrative additions.

Most substantively, staff is recommending that the Town adopt language permissible under California Government Code Section 51182 (a)(2) which may require defensible space beyond property lines under certain circumstances. In addition, staff is recommending that the Town adopt a 5-foot nonflammable zone around new structures consistent with best practices advocated by County Fire.

Staff's recommendations are provided in a draft Ordinance (Attachment 3) and in redline format (Attachment 4).

Chapter 11 (Garbage, Refuse, and Weeds)

On November 5, 2019, the Town Council adopted amendments to Chapter 11 to expand the definition of weeds to include other dead vegetation, fallen limbs, and combustible trash on private property and add additional language to clarify and strengthen the Town's weed

SUBJECT: Amendments to Chapter 9, Chapter 11, and Chapter 29 of the Town Code

DATE: January 14, 2020

DISCUSSION (continued):

abatement program. In order to better align the Ordinance, staff is recommending a minor edit to increase the required width from a roadway for weed abatement from 5 feet to 10 feet.

Staff's recommendations are provided in a draft Ordinance (Attachment 5) and in redline format (Attachment 6).

Chapter 29 (Tree Protection)

In order for WUI residents of the Town to adequately manage defensible space, staff is recommending revisions to Chapter 29 (Tree Protection) of the Town Code.

Most substantively, staff is recommending that trees either removed or maintained in the furtherance of defensible space be categorized under Sec.29.10.0970 Exceptions. By creating defensible space as an exception item, it would preclude any other elements of the Code Division thereby significantly increasing the ease with which homeowners can become compliant with State law. Its important to note, that protected trees listed in subcategory (3) and (10) under Sec.29.10.0960 will not be exempted from the provisions of the Division. Staff's recommendations are provided in a draft Ordinance (Attachment 7) and in redline format (Attachment 8).

CONCLUSION:

To continue enhancing the Town's protection and resilience from the threat of wildfire, staff recommends adoption of revisions to Chapter 9, Chapter 11, and Chapter 29 of the Town Code.

COORDINATION:

This staff report was coordinated with the Director of Parks and Public Works, Director of Community Development, Town Attorney, and Santa Clara County Fire District.

FISCAL IMPACT:

There is no fiscal impact associated with these Ordinances.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Town of Los Gatos Annex 9
2. Cal FIRE defensible space diagram
3. Chapter 9 – Draft Ordinance
4. Chapter 9 – Draft Amendments (redline)

SUBJECT: Amendments to Chapter 9, Chapter 11, and Chapter 29 of the Town Code

DATE: January 14, 2020

5. Chapter 11 – Draft Ordinance
6. Chapter 11 – Draft Amendments (redline)
7. Chapter 29 – Draft Ordinance
8. Chapter 29 – Draft Amendments (redline)

ANNEX 9. TOWN OF LOS GATOS

The Town of Los Gatos is located at the base of the Sierra Azules in the southwestern portion of the County, where the Santa Clara Valley meets the lower slopes of the Santa Cruz Mountains. Los Gatos encompasses a wide variety of terrain, ranging from flat topography at the edge of the valley floor to densely wooded hillsides. Both the valley and hillsides are interspersed with creeks, streams and riparian habitat. The sharp contrast between the valley floor and the hillsides provides the town's picturesque background. The population is estimated to be 30,391 in a 14-square-mile area.

ORGANIZATION AND JURISDICTION

The Town of Los Gatos is governed by a publicly elected city council and has authority for General Plan land use planning, code adoption, and permit processing. The Town of Los Gatos does not have a city fire department; Los Gatos is within the Central Fire Protection District.

State law designates all lands within the city limits of Los Gatos as a Local Responsibility Area (LRA) for purposes of wildland fire protection. Most state fire prevention and defensible space laws do not apply within LRAs. Recent legislation requires state review and input on General Plan Safety Element updates where wildland fire is a hazard (Government Code Section 65040.20).

Fire protection services for Los Gatos are provided by Santa Clara County Central Fire Protection District (dba Santa Clara County Fire Department), including emergency's in State Responsibility Areas (SRAs) in unincorporated areas of the wildland urban interface (WUI), adjacent to Los Gatos. To determine LRAs and SRAs of the community, please visit:

http://www.firepreventionfee.org/srviewer_launch.php

PLANNING TEAM PARTICIPATION

The Los Gatos community is represented on the Core Team by representatives of the Santa Clara County Fire Department. The community has been engaged in the Community Wildfire Protection Plan (CWPP) planning process through two rounds of workshops that have been held in Cupertino and Redwood Estates and focus on the Los Gatos, Cupertino, and surrounding WUI communities.

LAND USE PLANNING, GENERAL PLAN, BUILDING CODES, AND LOCAL HAZARD MITIGATION PLANS

Authority and jurisdiction for approving the General Plan and elements, and determining land use, community design, and building code adoption rests with the Los Gatos Town Council. The Local Hazard Mitigation Plan (LHMP) identifies hazards that exist in Los Gatos that create risk to citizens and properties in Los Gatos. WUI fires are a real and present danger to the western portions of Los Gatos. This CWPP identifies several goals related to functions the Town of Los Gatos has the authority to undertake.

This CWPP may serve as basis for the WUI fire component for LHMP, General Plan, or General Plan element updates.

SUMMARY

Los Gatos is listed as a Community at Risk from wildfires on the Federal and/or California Fire Alliance list of Communities at Risk in Santa Clara County.

Wildfires occur in the vicinity of Los Gatos and present a danger to people and properties within the town.

Mitigations can reduce the risk of injury and damage. Some mitigations are solely the responsibility of property owners, other mitigations require neighborhood level action, and some require town government action.

WUI AREA DESCRIPTION

WUI AREA DEFINED

The Los Gatos WUI planning area includes primarily Very High Fire Hazard Severity Zone areas on the southern side of Los Gatos (Figure 9.1). The WUI area is best described as a wildland-urban intermix with homes scattered amongst wildland fuels.

FIRE HISTORY

For fire history information, please see Figure 3.5 in the main CWPP document.

HAZARDOUS FUEL CHARACTERISTICS

The Los Gatos planning area comprises a range of vegetation communities that differ depending upon elevation, precipitation, and slope. Chaparral vegetation is often found on south facing slopes, where winter precipitation is relatively high, but dry summers are common. The chaparral will have long flame lengths under either moderate or extreme weather scenarios. The nature of these fuels is to burn quickly and intensely. Oak woodlands, comprised of a variety of oak species are also interspersed throughout as well as mixed conifer comprising knob cone pine and grey pine. A fire in either the mixed conifer or hardwood would likely be a surface fire with patches of active behavior and fairly low rates of spread. However, active fire behavior is possible in this vegetation type under extreme weather conditions, especially where there is high surface loading. Coastal coniferous forest communities such as redwoods and Douglas fir are located at lower elevations where precipitation is high, fog is common, and temperatures are moderate. Fire spread is generally limited in this fuel type; however, given the right combination of weather conditions, surface fire can be expected to burn uphill. Areas with increased fuel loading from dead and down materials may experience crowning under the right conditions. The varied vegetation composition result in the Los Gatos WUI comprising a range of wildfire hazard.

For fuel model information, please refer to Section 4.6.3 and Figure 4.3 in Chapter 4 of the main CWPP document.

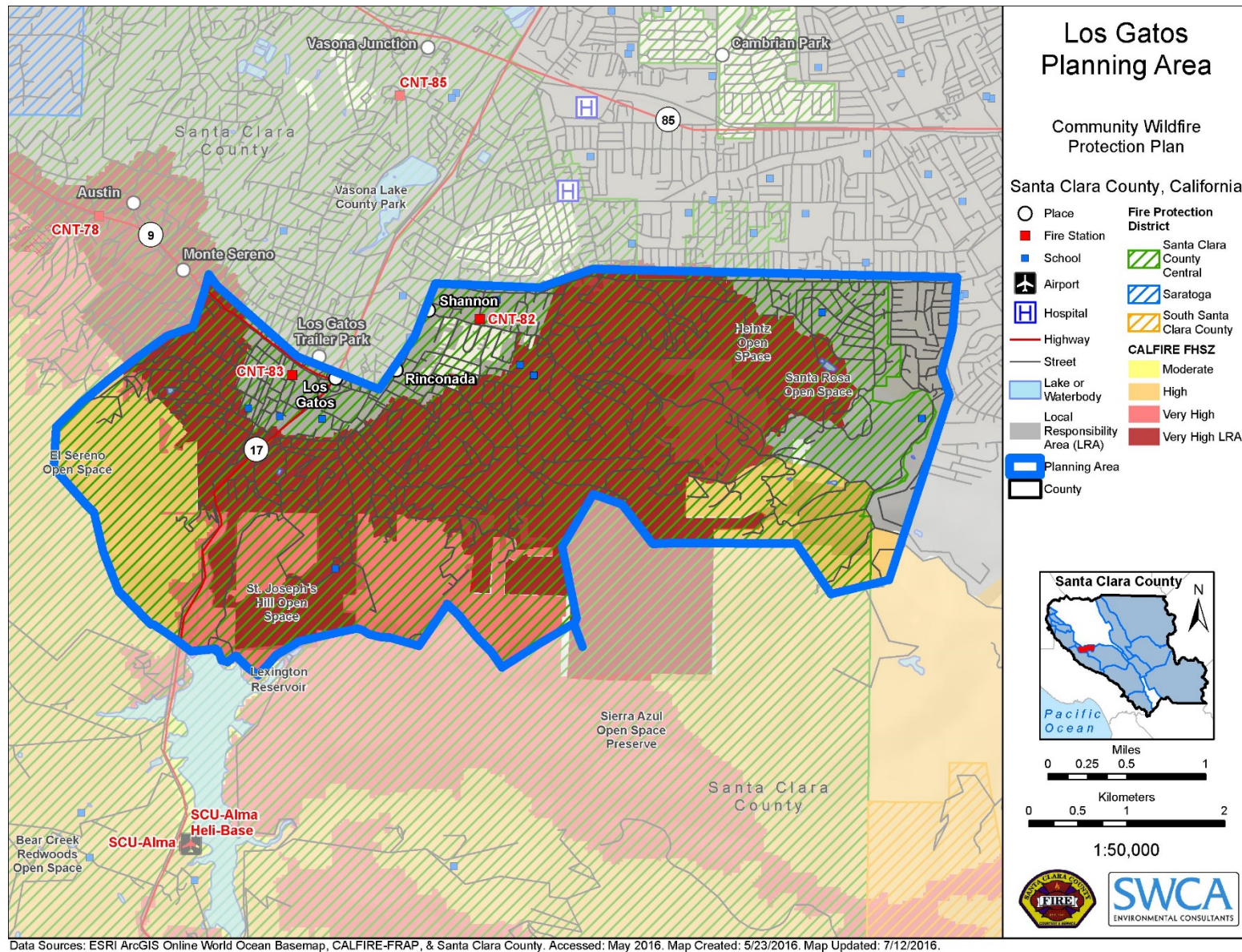


Figure 9.1. Los Gatos planning area.

NEIGHBORHOOD AND STRUCTURAL CHARACTERISTICS

The foothills above Los Gatos (Figure 9.2) are characterized by steep, winding, and narrow roads that pose potential ingress and egress problems for emergency response and evacuations. Some areas may be subject to slow response times for emergency response due to the distance from the nearest fire station and road conditions. Some homes have minimal turnaround space, posing a concern to emergency responders due to potential entrapment. There are a number of dead end roads and narrow driveways.

Most homes have moderate defensible space (at least 30 feet) but some homes do not meet the necessary 70- to 100-foot space. Homes are inspected by Santa Clara County Fire Department (SCCFD) personnel at least every three years. Most homes have non-combustible siding, but the majority have combustible decks and fencing that comes into contact with wildland fuels. Some homes have wood shake roofs which put the property and neighborhood at risk. Many subdivisions are managed by homeowner associations (HOAs), which provide a conduit for fire prevention and public education and outreach messages regarding structural ignitability and defensible space. A large number of 7A compliant new build properties (Figure 9.3) are interspersed with older properties, many are on large lots with good separation and have well maintained yards. Many homes are landscaped by contracted landscape companies, outreach regarding defensible space and non-flammable landscape vegetation could be targeted at those companies. Vulnerable populations, such as retirement homes, are a concern to fire department personnel, due to evacuation concerns along narrow roads. Defensible space in these areas is a priority, particularly where vegetation is close to the property (Figure 9.4).

Many homes are located upslope from thick scrub fuels, with continuous canopies. Homes are located on steep slopes with often minimal set-back from the slope. Topography is a concern due to the influence steep slopes have on potential fire behavior.

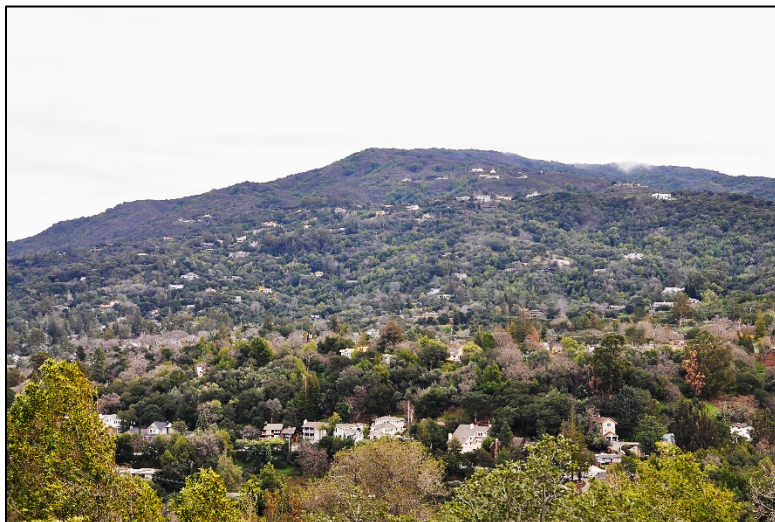


Figure 9.2. Overview of Los Gatos WUI community.



Figure 9.3. New build property, built to 7A compliance.



Figure 9.4. Eucalyptus close to units in a retirement community in hills above Los Gatos.

EMERGENCY RESPONSE CAPACITY

Fire suppression for the Los Gatos WUI area is provided by:

- Santa Clara County Central Fire Protection District:
 - Los Gatos Fire Station, 306 University Ave, Los Gatos
 - Shannon Fire Station, 16565 Shannon Rd, Los Gatos
 - Winchester Fire Station, 14850 Winchester Blvd, Los Gatos

PUBLIC EDUCATION AND OUTREACH PROGRAMS

Santa Clara County Fire Department, Fire Prevention Division provides a comprehensive fire and life safety educational program within Los Gatos. More information can be found on its website:

<http://www.sccfd.org/community-education/overview>

The Santa Clara County Fire Safe Council is actively involved in the Los Gatos and surrounding communities. (<http://www.SCCFireSafe.org>). This organization provides information regarding chipping programs, defensible space mitigation, forest health issues, and much more. They also offer public meetings and forums to support wildfire awareness.

The Town of Los Gatos provides comprehensive emergency preparedness information on its website: <http://www.town.los-gatos.ca.us/57/Emergency-Preparedness>. In addition the Town has an active CERT program: <http://www.town.los-gatos.ca.us/152/CERT-Emergency-Management>

POLICIES, REGULATIONS, ORDINANCES, AND CODES

Buildings within the Town of Los Gatos would be subject to the Municipal Code of Los Gatos. Chapter 9 Fire Protection and Prevention outlines codes and ordinances pertaining to wildfire.

https://www2.municode.com/library/ca/los_gatos/codes/code_of_ordinances?nodeId=CO_CH9FIPRPR

In particular Section 4907.1 General. Defensible space will be maintained around all buildings and structures in SRA as required in Public Resources Code (PRC) 4290 and "SRA Fire Safe Regulations" California Code of Regulations, Title 14, Division 1.5, [Chapter 7](#), Subchapter 2, Section 1270.

In addition buildings and structures within the Very High Fire Hazard Severity Zones of an LRA shall maintain defensible space as outlined in Government Code 51175 - 51189 and any local ordinance of the authority having jurisdiction.

Refer to Chapter 49 of the California Fire Code as amended and adopted by the Town of Los Gatos for all of the requirements for Wildland Urban Interface Fire Areas in the Town.

HAZARD ASSESSMENT

Community hazard assessments include ratings of community conditions compared to best practices for WUI fire mitigation. Community hazard ratings include consideration of applicable state codes, local ordinances, and recognized best practices guidelines.

The National Fire Protection Association Standard 1144 (NFPA 1144) defines WUI hazards and risks at the community and parcel level. This plan utilizes components of NFPA 1144, California laws and local ordinances to evaluate neighborhood WUI hazard and risk. California PRC 4290 and 4291 sections address best practices WUI community design and defensible space standards.

The NFPA 1144 community risk assessment completed for the Los Gatos Hills Community assigned the WUI community a risk rating of High with a score of 89 (<40= low, >40 = moderate, >70 = High, >112 = Extreme) see tabulated list below. Factors that contributed to the risk are illustrated below. Averages are taken across the community for each of these parameters.

Parameter	Condition	Rating
Access	Two roads in and out but access still concern	+/-
	Narrow road width	-
	Surfaced road with greater than 5% grade	+
	Poor fire access, dead end spurs, lack turnaround	-
	Street signs are present, some are non-reflective	+/-
Vegetation	Adjacent fuels: Medium	+/-
	Defensible space: >30 feet < 70 feet around structure	+/-
Topography within 300 feet of structure	21%–30%	-
Topographic features	Moderate to high concern	+/-
History of high fire occurrence	Low	+
Severe fire weather potential	Low	+
Separation of adjacent structures	Good separation	+
Roofing assembly	Class C	-
Building construction	Combustible siding and deck	-
	Building set back <30 feet to slope	-
Available fire protection	Water: hydrants present with variable pressure	+
	Response: Station <5 miles from structure	+
	Internal sprinklers: some newer 7A compliant homes	+/-
Utilities	One above and one below ground	+/-
Risk Rating- High (89)		

In addition to the on-the-ground hazard assessment, the CWPP also includes a Composite Fire Risk/Hazard Assessment, which uses fire behavior modelling to determine potential fire behavior and is based on fuel characteristics, topography, weather, and fire history. The Composite Risk/Hazard Assessment for the planning area is shown in Figure 9.5. For more information on the methodology for this assessment please refer to Section 4.6.1 in Chapter 4 of the CWPP.

PARCEL LEVEL ASSESSMENT

A model for determining parcel level risk and effect of mitigations has been developed through this CWPP project. The model can use information available through public record for basic analysis but can be further refined with a site visit with property owner for a thorough analysis of risk score. The County will be seeking funding to fully implement this parcel level assessment in the future. The goal is for the property owner to be able to use this analysis to determine the most effective steps they can take to reduce their risk. For more information refer to Chapter 4 in the countywide CWPP document.

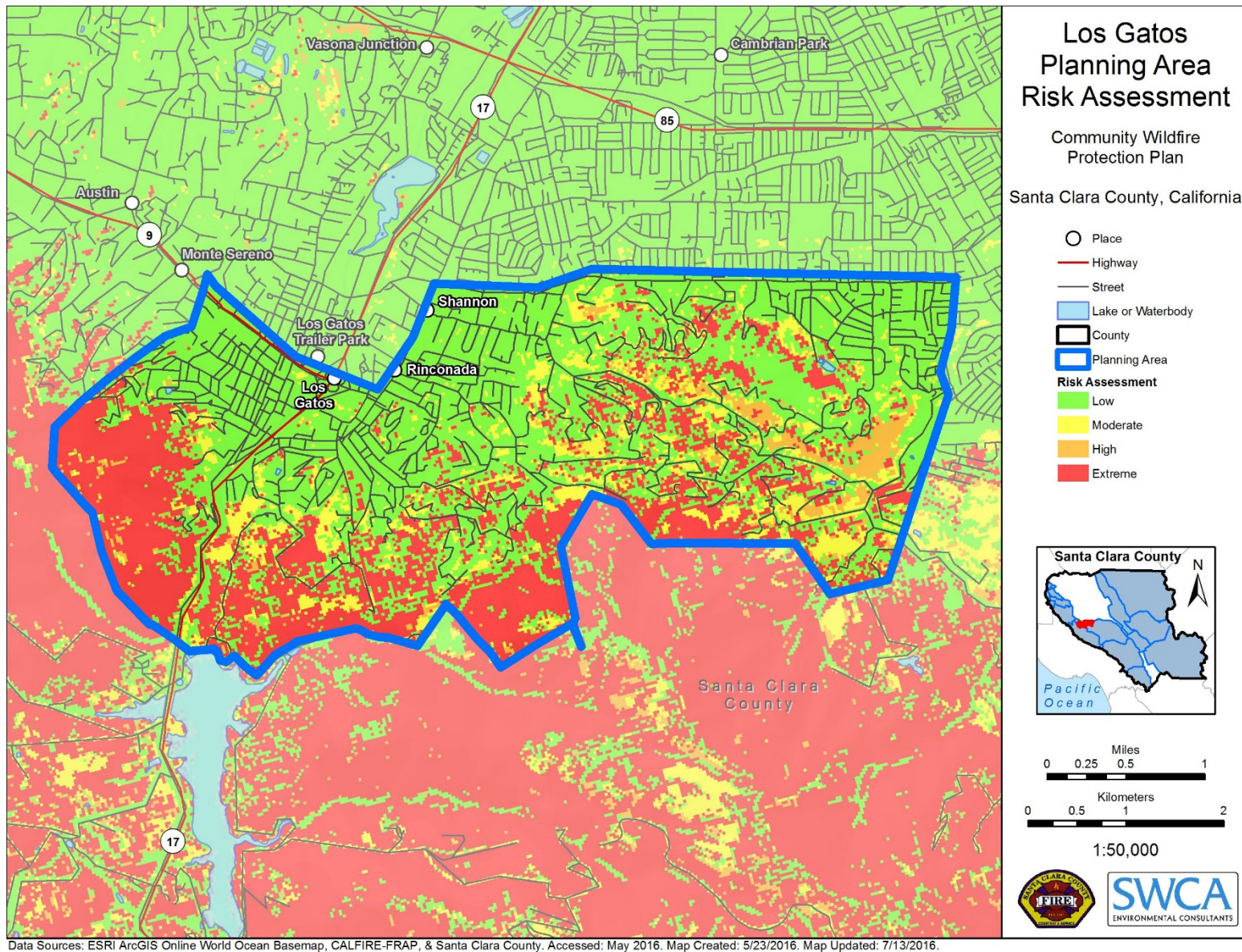


Figure 9.5. Composite Risk and Hazard Assessment for Los Gatos WUI community.

IDENTIFY CRITICAL INFRASTRUCTURE AND COMMUNITY VALUES AT RISK

Critical utility infrastructure such as, electric power supply lines, substations, and natural gas lines are essential to supply to residents and businesses for services that in some cases are critical to health and life safety. In many parts of the project area, electric power is needed to power pumps for the domestic water supply, and to provide heating and lighting. Wildfire is a significant threat to the electric utility supply.

The project area has several watersheds that are community values at risk. Watersheds need to be protected and maintained from catastrophic wildfire damage in order to prevent erosion, sedimentation and water contamination (Taylor et al. 1993). Long-term issues resulting from damage to watersheds would be increased run off, poor soil retention, and decreased water quality.

The WUI area surrounding Los Gatos is comprised of open space areas, including El Sereno Open Space, St. Josephs Hill Open Space, Heintz Open Space, Sierra Azul Open Space and Santa Rosa Open Space. These open space areas are valued for recreational use and for their natural resources.

Other community values at risk include: life safety, homes and property values, infrastructure, recreation and lifestyle, wildlife habitat, watershed protection, and environmental resources and commercial business, for example, a number of wineries/vineyards are located in the interface, including, the Testarossa Winery, McCarthy Family Estate Vineyards, La Rusticana D’Orsa Vineyard, and Perrucci Family Vineyard.

MITIGATION PROJECTS AND PRIORITIZATIONS

The following project matrices have been developed by the CWPP working group to guide specific project goals implementations for the Town of Los Gatos (Table 9.1–Table 9.5). The matrices below are tiered to the strategic goals presented in the body of the CWPP through project IDs in the first column of each matrix. The matrices are broken down into projects for addressing public education and outreach, reducing structural ignitability, improving fire response capability, and reducing hazardous fuels.

Table 9.1. Recommendations for Public Outreach and Education in the Los Gatos Planning Area

ID LG	Project	Presented by	Target Date	Priority (1,2,3)	Resources Needed	Serves to
Strategic Goal: EO1- Educate citizens on how to achieve contemporary WUI code compliance in retrofits/cost: benefit ratio. Provide workshops and/or demonstration site. and EO5- Emergency preparedness meetings. Use American Red Cross volunteers and other preparedness experts. Attend community functions and hold special meetings to provide guidance for creating household emergency plans. Use Ready, Set, Go! program.						
LG-EO1.1	Wildfire Preparedness and WUI Code workshops	FireSafe Councils, County Fire, CAL FIRE	Within 2 years	1	Workshop expenses, personnel Workshop venues Demonstration site Strategize on avenues for engaging the public.	Increase compliance with County code. Reduce fire risk level for individual parcels and community as a whole.
Strategic Goal: EO3- Organize a community group made up of residents and agency personnel to develop materials and communicate relevant defensible space messages. Could coordinate with fire departments or Fire Safe Council.						
LG-EO3.1	Form community working group for defensible space outreach	FireSafe Council, fire departments, local residents, Eagle Scouts, High School Community Volunteer Program	Within 1 year	1	Funding to help cover costs of materials (green waste removal or chipper) and participation. Hire contractor trained in defensible space practices.	Engage diverse stakeholders in reaching out to community members and encourage defensible space practices. Empower homeowners to make affordable and effective changes to reduce the vulnerability of individual homes.
Strategic Goal: EO4- Information dissemination Develop a local newspaper column that provides fire safety information, promotional information for volunteer fire departments, fire announcements, and emergency planning.						
LG-EO4.1	Develop content and disseminate information that provides fire safety information, fire announcements, and emergency planning.	Town Los Gatos	Within 1 year	1	Content to be provided by fire departments, local residents, Santa Clara County FireSafe Council and the Town.	Protect communities and infrastructure through increasing public awareness and providing medium for information regarding emergency fire response.
Strategic Goal: EO10- Insurance Services informational meetings						
LG-EO10.1	Outreach to the community to schedule an Insurance Services informational meeting. Invite Insurance Services representatives to speak to groups regarding ways to improve insurance ratings in the community.	Insurance Services in conjunction with SCCFSC	Within 2 years	2	Resources provided by Insurance Services. Venue provided by SCCFD fire department.	Communities can learn how to improve their insurance ratings, which will reduce insurance costs in their community by implementing wildfire prevention measures.
Strategic Goal: EO11- Increase signage/replace or augment existing signage.						

ID LG	Project	Presented by	Target Date	Priority (1,2,3)	Resources Needed	Serves to
LG- EO11.1	<p>Increase signage/replace or augment existing signage.</p> <p>Use existing signage to spread fire prevention message along highways and in public open space areas (trailheads, info kiosks) to reduce human ignitions.</p> <p>Promote the use of existing electronic signs at firehouses and other locales to display fire prevention information, safety messages, and fire danger rating linked to safety actions.</p>	County Fire	Within 2 years	2	<p>Mostly existing signs and posting sites, people to post and update signs.</p> <p>Replace, or augment the existing Smokey Bear signs with electronic Fire Danger Warning Signs that are solar powered, LED displays (visible day & night), and accessible and programmable through an internet website.</p>	Protect communities and infrastructure by raising awareness of local citizens and those traveling in the area about actions that can prevent fire.

Table 9.2. Recommendations for Reducing Structural Ignitability in the Los Gatos Planning Area

ID	Project	Presented by	Programs Available	Description	Priority (1,2,3)	Timeline
Strategic Goal: SI1: Retrofit/Eliminate flammable roofs						
LG-SI1.1	Identify all wood shake-roofed properties within planning area and target homeowners with outreach on retrofitting roofs.	City and County Planning in conjunction with County Fire and municipalities. Town of Los Gatos	FEMA and other grants	Explore elimination of flammable roofs through attrition or potential Town Code modification	1	5 years
Strategic Goal: SI5- Adopt landscape standards for recommended plant landscape materials						
LG-SI5.1	Adopt landscape standards for recommended plant landscape materials	FireSafe Councils to lead	Research Firewise plants suitable for the region. Develop plant list, poster materials and research demonstration site. Firewise Communities USA: www.firewise.org	Educate property owners, landscape firms and landscape architects in appropriate ornamental plantings, mulches, and landscape design/ maintenance in WUI areas.	3	Next 2 years
Strategic Goal: SI6- Develop landscape contractor maintenance program for “Right Plant-- Right Place” and maintenance						
LG-SI6.1	Develop landscape contractor non-flammable plant list.	FireSafe Councils to lead in cooperation with local Home Owner Association	Firewise Communities USA: www.firewise.org	Educate property owners, landscape firms and landscape architects in appropriate ornamental plantings, mulches, and landscape design/ maintenance in WUI areas. Work with HOA.	2	Next 2 years
Strategic Goal: SI8- Interactive tool for citizens to use on line, ID their property and what hazard/risks exist and mitigations they can apply to improve their survivability						
LG-SI8.1	Work with County Fire to develop parcel level application of CWPP risk assessment using Interra software.	Santa Clara County Fire Department with revised Interra contract	Interra	County Fire to pursue funding to increase contract provisions with Interra to provide public facing tool. Simplify tool and provide easy to follow instructions. Could develop YouTube informational video	1	Next 3 years
Strategic Goal: SI11- Implement spring community yard clean-up days. In combination with FireSafe Council chipper program.						
LG-SI11.1	Implement community work day to encourage yard clean-up and defensible space maintenance	County Fire, CAL FIRE, FireSafe Council and the Town	FireSafe Council chipping program Ready, Set, Go CAL FIRE	A community-led day of yard clean-up with fire mitigation in mind would encourage large numbers within the community to carry-out mitigation measures and implementation of defensible space.	2	Next 2 years

ID	Project	Presented by	Programs Available	Description	Priority (1,2,3)	Timeline
Strategic Goal: SI12- Assess and improve accessibility to property						
Weekend program to inform homeowners about emergency response access						
LG-SI12.1	Institute a weekend program to inform homeowners about emergency response access.	Fire departments, Fire Marshal	Firewise	Inform homeowners about the importance of keeping driveways accessible to fire trucks and emergency responders.	1	Within 1 year

Table 9.3. Recommendations for Improving Firefighting Capabilities in the Los Gatos Planning Area

ID	Project Description	Fire Department/Agency	Benefits of the Project to the community	Timeline	Priority (1,2,3)	Resources/funding sources available
Strategic Goal: FC2- Define Safe Refuge Areas and establish maintenance program in WUI areas where fire behavior and evacuation timing is problematic.						
LG-FC2.1	Define and delineate spatially Safe Refuge Areas and establish maintenance program in WUI areas where fire behavior and evacuation timing is problematic.	County Fire/CAL FIRE/FireSafe Councils	Provides safety measure for residents of rural areas in event that evacuation is limited. Provides for firefighter safety by creating escape route.	2 year	1	Grants: FEMA, CA FSC, DHS
Strategic Goal: FC5- Develop WUI preplans and accompanying evacuation plans for all WUI areas in Santa Clara County using standardized format						
LG-FC5.1	Develop WUI preplans and accompanying evacuation assessment plan for Los Gatos WUI	County Fire/CAL FIRE/FireSafe Council and the Town	Helps fire response agencies understand geographic area evacuations. Helps identify areas where mitigation measures are needed to facilitate safe evacuation. Helps establish consistent model across all agencies.	1 year	1	Grants: FEMA, CA FSC, DHS
Strategic Goal: FC8: Where road systems are antiquated and do not provide for proper evacuation or two way flow, require removal of obstructions or upgrade to minimum 2 lanes road system over time						
LG-FC8.1	Address poor road access issues - develop long-term plan for road improvements and prioritized routes for evacuation.	County Planning, Town Planning and Public Works	Addresses evacuation concerns of residents living in areas with poor ingress/egress. Provides for improved response capabilities and reduces risk that responding emergency vehicles will conflict with evacuation of residents.	2 years	1	Homeowner Associations, Road Associations, County Service Areas
Strategic Goal: FC11- Investigate and potentially install Fire Detection Robots to alert departments of a fire start in remote areas.						
LG-FC11.1	Investigate installation of fire detection robots on open space lands adjacent to Los Gatos.	County Fire	Uses technology for single-tree wildfire detection solution that help forestry agencies and fire protection professionals manage the risks of fire damage cost-effectively.	Within 2 years	1	Private companies provide robotic technology
Strategic Goal: FC14- Where possible encourage sharing of water sources in areas where residential water supplies may be low or non-existent during periods of drought or when wells/springs have run dry						
LG-FC14.1	Address water shortage concerns- particularly at high elevations by following the model currently under way by Loma Prieta Fire Department.	fire agencies, local community organizations, local water purveyors	Encouragement and assistance from FireSafe Council can provide a catalyst for action.	1–5 years	1	County Fire

*Santa Clara County Community Wildfire Protection Plan
Annex 9 – Town of Los Gatos*

ITEM NO. 10.

ID	Project Description	Fire Department/Agency	Benefits of the Project to the community	Timeline	Priority (1,2,3)	Resources/funding sources available
Strategic Goal: FC15- Where Open Space and Park Agencies establish trail head parking areas, operating facilities such as horse stables and camping areas that will increase public access add large capacity water tanks and hydrants for wildfire protection.						
LG-FC15.1	Installation of water tanks on Open Space property for fire suppression purposes.	MROSD	Alleviates public and agency concern for limited water supply in remote areas.	Within 5 years	3	This could eventually be amended into the building code for Santa Clara County.

Table 9.4. Fuel Reduction Treatment Recommendations in the Los Gatos Planning Area

ID	Project Description	Location and Responsible Party	Method	Serves to:	Timeline for Action	Priority (1,2,3)	Monitoring	Resources/funding sources available
Strategic Goal: FR1- Incorporate single track trails into fire defense system where practical								
LG-FR1.1	Fire Safe Council to continue community outreach to prioritize treatments along existing trails that could help to provide a more substantial fuel break and break up the continuity of fuels.	Open space lands: Trails that run adjacent to community	Detailed analysis would be needed in development of treatment location to ensure protection of natural resources.	Provide access when fires occur to reduce spread Enhance Community fire defense by breaking up fuel continuity.	Ongoing-LONG RANGE	1	Regular monitoring to determine project success in reducing fuel loading and enhanced access.	Grants: CA FSC; California Forest Improvement Program (CFIP); Natural Resource Conservation Service (NRCS), FEMA, Green House Gas Reduction Fund (GHGRF)
Strategic Goal: FR7- Develop roadside fuel treatment program, including suite of methods available and sustainability mechanism								
LG-FR7.1	Implement roadside brushing/mowing throughout community to increase buffer from wildfire ignitions and provide for safe evacuation. Community members to approach SCCFSC to identify roadside fuel treatment priorities and seek funding to implement.	County and city road agencies; private road associations, PG&E, Cable and Phone companies. Led by SCCFSC.	Determine suite of treatment methods allowed and restriction for roadside hazard reduction including mowing, mastication, chemical, plantings, mulching, etc. Develop treatment plan and rotation schedule for roadside treatments, focusing of primary evacuation or access/egress corridors.	Reduce fuel loading around roads and highways to ensure safe passage of vehicles in event of evacuation and reduce unplanned ignitions from vehicles and highway users.	Within 2 years	1	Regular maintenance schedule should be implemented to ensure clearance levels are maintained. Develop standards for road crews.	Grants: Federal Emergency Management Agency (FEMA), California Fire Safe Council (CA FSC), Department of Homeland Security (DHS)
Strategic Goal: FR9- Establish assistance program for hazardous fuel reduction for physically or fiscally challenged parcels								
LG-FR9.1	Establish assistance program for hazardous fuel reduction and defensible space for elderly or physically challenged individuals within Los Gatos	Los Gatos neighborhood groups, HOAs.	Identify barriers to achieving parcel level defensible space and establish assistance program of resources: education, consulting, guidance, people, funding.	Ensure that individual properties with poor property hygiene do not put adjoining properties at risk in event of wildfire. For residents who are not capable of implementing good property hygiene.	Within 2 years	2	Establish levels of participation by assistance type	Grants: CA FSC; CFIP; NRCS, FEMA, GHGRF

*Santa Clara County Community Wildfire Protection Plan
Annex 9 – Town of Los Gatos*

ITEM NO. 10.

ID	Project Description	Location and Responsible Party	Method	Serves to:	Timeline for Action	Priority (1,2,3)	Monitoring	Resources/funding sources available
Strategic Goal: FR 11- Create Sustainable programs for creating Defensible Space at the parcel Level.								
LG-FR11.1	Create Sustainable programs for creating Defensible Space at the parcel Level within Los Gatos	Home Owner, FireSafe Councils, Home Owner Associations, SCCFD, Administrators for SRA fee distributions.	Example projects - Curbside green waste pickup programs, community chipping piles, drive-up chipping, on site chipping.	Ensure that defensible space actions are sustained in all communities	Within 1 year	1	Regular maintenance schedule should be implemented to ensure clearance levels are maintained.	Grants: CA FSC; CFIP; NRCS, FEMA, GHGRF

Table 9.5. Recommendations for General Planning Projects in Town of Los Gatos

ID	Project Description	Method	Timeline for Action	Priority (1,2,3)	Monitoring/Sustainability	Resources/Funding Sources Available
Strategic Goal GP1: Ensure project sustainability.						
LG- GP1.1	The CWPP serves as the wildfire component of Los Gatos LHMP and General Plan - Safety and other element amendments.	Work with city planning to identify timeline for incorporation in next LHMP update. Explore having the strategic-level CWPP incorporated into the Safety Element of the General Plan when the safety element is next revised.	Next 5 years	2	The core group of stakeholders would need to ensure that the document is kept relevant in that time and position it for incorporation.	Internal funding
LG- GP1.2	Ensure project sustainability.	Have a target date for updating the datasets used in the risk assessment model and re-running the model. Establish trigger points for updating CWPP. Make contact with Santa Clara County Fire Department to note your interest in participating in the project and identify CWPP meeting schedule.	Annually	1	Establish annual oversight of the CWPP and project status. Get buy-in from Core Team members for long-term commitment to CWPP review.	Internal funding
LG- GP1.3	Designate a member to the Countywide CWPP Core Team for CWPP updates.	Identify staff and convene a kickoff of the working group and identify tasks and goals for CWPP updates.	Meet quarterly	1	Commit to attendance at one CWPP meeting annually.	Internal funding
LG- GP1.4	Develop methods for sustainability of hazardous fuel reduction.	Develop options for Town Council to evaluate sustainable hazardous fuel maintenance funding	As needed	2	Enactment of policy.	Internal funding
Strategic Goal G24: Parcel Level Defensible Space Inspection Task Force						
LG-GP2.1	Join countywide task force to do parcel level inspection work to enhance model; utilize portable data collection and ArcGIS as analysis tools.	Carryout parcel level assessments to enhance risk assessment model components at a finer scale. Add data to model and re-run as necessary.	2 years	1	Set target number of parcels to be assessed each year. Review number of parcels assessed each year at annual CWPP meeting.	Internal funding
Strategic Goal GP3: Develop countywide standard and method for continued data gathering and risk analysis.						
LG-GP3.1	Use a countywide standard and method for continued data gathering and risk analysis.	Conduct funding to purchase a commercial application, such as Fulcrum, that provides a standard data collection platform that could be used on a smart phone/tablet.	2 years	1	Annual review of progress as part of Core Team.	California Fire Safe Council clearinghouse grants; internal funding

ID	Project Description	Method	Timeline for Action	Priority (1,2,3)	Monitoring/Sustainability	Resources/Funding Sources Available
Strategic Goal GP5: Add hyperspectral and LiDAR imaging to periodic aerial photography flights.						
LG-GP5.1	Seek LiDAR and hyperspectral imagery for aerial photography of Los Gatos.	Work in conjunction with the City Planning, County Assessor, or others to add additional sensing cameras to aerial photo flights. Hyperspectral and LiDAR can provide in depth identification and analysis of hazards and risks.	1–3 years	1	Periodic new flights to update data sets.	Grants: Federal Emergency Management Agency, Department of Homeland Security, Greenhouse Gas Reduction

WILDFIRE IS COMING. ARE YOU READY?



Defensible Space is your property's front line defense against wildfire. Creating and maintaining defensible space around your home can dramatically increase your home's chance of surviving a wildfire and improves the safety of firefighters defending your property. 100 feet of defensible space is required by law.*



ONE LESS SPARK
ONE LESS WILDFIRE

*For more information on creating defensible space and legal requirements visit

READYFORWILDFIRE.ORG

TWO ZONES MAKE UP THE REQUIRED 100 FEET OF DEFENSIBLE SPACE:

ZONE 1: 30 feet of Lean, Clean & Green

- 1 Remove all dead plants, grass and weeds.
- 2 Remove dead or dry leaves and pine needles from your yard, roof and rain gutters.
- 3 Keep tree branches 10 feet away from your chimney and other trees.

ZONE 2: 30-100 feet of Reduced Fuel

- 4 Cut or mow annual grass down to a maximum height of 4 inches.
- 5 Create horizontal spacing between shrubs and trees.
- 6 Create vertical spacing between grass, shrubs and trees.

Use Equipment Properly to Keep from Sparking a Wildfire

- 7 Mow before 10 a.m., and never on a hot or windy day. String trimmers are a safer option (vs. lawnmowers) for clearing vegetation.



VERTICAL SPACING

Large trees do not have to be cut and removed as long as all of the plants beneath them are removed. This eliminates a vertical "fire ladder."



HORIZONTAL SPACING

Create horizontal and vertical spacing between plants, the amount of spacing will depend on how steep the slope is and the size of the plants.

ORDINANCE

ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
AMENDING CHAPTER 9 (FIRE PREVENTION AND PROTECTION) OF THE TOWN CODE
REGARDING WEED ABATEMENT REGULATIONS

WHEREAS, the Town of Los Gatos; has traditionally adopted Chapter 49 of the California Fire Code (with amendments) which incorporates the legal requirements associated with State mandated defensible space;

WHEREAS, the State mandates 100 feet of defensible space around buildings and structures within Very High Fire Hazard Severity Zones;

WHEREAS, State law allows for jurisdictions to adopt additional defensible space standards based on severity of wildfire risk;

WHEREAS, the Los Gatos Wildland Urban Interface (WUI) planning area includes primarily Very High Fire Hazard Severity Zone (VHFHSZ) areas.

WHEREAS, the Town Council recognizes that in addition to the State mandated requirements the development and maintenance of defensible space is essential to reducing wildfire risk within the community;

WHEREAS, the proposed amendment changes will reduce the risk of wildfire and effectuate safer passage for first responders and residents in the event of a wildfire;

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES ORDAIN AS FOLLOWS:

SECTION II

CHAPTER 49 REQUIREMENTS FOR WILDLAND-URBAN INTERFACE FIRE AREAS

Section 4902 Definitions of Town Code Chapter 9 are hereby added/amended to read as follows:

DEFENSIBLE SPACE. An area around the perimeter of a structure in which vegetation, debris, and other types of combustible fuels are treated, cleared, or reduced to slow the rate and intensity of potentially approaching wildfire or fire escaping from structure(s).

REDUCED FUEL ZONE. In this area of the defensible space, efforts are placed on ensuring fuels/vegetation are separated vertically and horizontally depending on the vegetation type.

Wildland-Urban Interface Fire Area. A geographical area identified by the state as a " Fire Hazard Severity Zone" in accordance with the Public Resources Code, Sections 4201 through 4204, and Government Code Sections 51175 through 51189, or other areas designated by the enforcing agency to be at a significant risk from wildfires. The Wildland-Urban Interface Fire Area is defined as all areas within the Town of Los Gatos as set forth and delineated on the map entitled "Wildland-Urban Interface Fire Area" which map and all notations, references, data, and other information shown thereon are hereby adopted and made a part of this chapter. The map properly attested, shall be on file in the Office of the Town Clerk of the Town of Los Gatos.

Section 4906.2 Application of Town Code Chapter 9 are hereby amended to read as follows:

2. Land designated as a Very-high Fire Hazard Severity Zone or as a Wildland Urban Interface Fire Area by the Town of Los Gatos.

Section 4907.2 Defensible Space Fuel Modification are hereby added to read as follows:

4907.2 Defensible Space Fuel Modification.

Persons owning, leasing, controlling, operating, or maintaining buildings or structures, and/or lands in, upon, or adjoining the locally adopted Wildland-Urban Interface Fire Area, shall at all times comply with the following:

1. Maintain defensible space of 100 feet from each side and from the front and rear of any building or structure, but not beyond the property line except as provided by law. The 100 feet of defensible space should be segregated into the following zones:
 - a. Maintain an effective defensible space by removing and clearing away flammable vegetation and other combustible materials from areas within 30 feet of such buildings or structures.

Exception: When approved by the Fire Chief or his/her designee, single specimens of trees, ornamental shrubbery or similar plants used as ground covers, provided that they do not form a means of rapidly transmitting fire from the native growth to any structure.
 - b. Maintain an additional reduced fuel zone of 70 feet from all buildings and structures with an emphasis on vertical and horizontal separation of fuels/vegetation. Distances beyond an additional 70 feet may be required

when the Fire Chief or his/her designee, determines that due to steepness of terrain or other conditions, 70 additional feet is insufficient.

Exception: When approved by the Fire Chief or his/her designee grass and other vegetation located more than 30 feet from buildings or structures and less than 18 inches in height above the ground need not be removed where necessary to stabilize the soil and prevent erosion.

- c. New construction must create a noncombustible area a minimum of 5 feet from structures.
2. Remove portions of trees, which extend within 10 feet of the outlet of any chimney or stovepipe.
 3. Maintain any tree, shrub, or other plant adjacent to or overhanging any building or structure free of dead limbs, branches or other combustible material.
 4. Maintain the roof of any structure and roof gutters free of leaves, needles, or other combustible materials.
 5. Maintain defensible space as determined by the Fire Chief or his/her designee around water tank structures, water supply pumps, and pump houses.
 6. Remove flammable vegetation a minimum of 10 feet around liquefied petroleum gas tanks/containers.
 7. Firewood and combustible materials shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. The storage of firewood and combustible material within the defensible space shall be located a minimum of 30 feet from structures and separated from the crown of trees by a minimum horizontal distance of 15 feet.

Exception: Firewood and combustible materials not for consumption on the premises shall be stored as approved by the Fire Chief or his/her designee.

8. Clear areas within 10 feet of fire apparatus access roads and driveways of non-fire-resistant vegetation growth.

Exception: Single specimens of trees, ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents, or similar plants used as ground cover, provided they do not form a means of readily transmitting fire.

Section 4907.3 Defensible Space Along Property Lines are hereby added to read as follows:

4907.3 Defensible space along property lines. Pursuant to Government Code Section 51182 and Public Resources Code Section 4291(a)(2):

1. When an occupied building is less than 100 feet from a property line and combustible vegetation on an adjacent parcel presents a fire hazard for the occupied building as determined by the Fire Chief or his/her designee then the owner of the adjacent parcel where the hazard exists shall be responsible for fuel management, including removal to the satisfaction of the Fire Chief or his/her designee.

Section 4907.4 Corrective Actions are hereby added to read as follows:

4907.4 Corrective actions. When the Fire Chief or his/her designee determines defensible space to be inadequate the Town Council is authorized to instruct the Fire Chief or his/her designee to give notice to the owner of the property upon which conditions regulated by Sections 4907.2 and 4907.3 exist to correct such conditions. If the owner fails to correct such conditions, the Town Council is authorized to cause the same to be done and make the expense of such correction a lien upon the property where such conditions exist.

SECTION III

With respect to compliance with the California Environmental Quality Act (CEQA), the Town Council finds as follows:

A. These Town Code amendments are not subject to review under CEQA pursuant to sections and 15061(b)(3), in that it can be seen with certainty that there is no possibility that the proposed amendment to the Town Code would have significant impact on the environment; and

B. The proposed Town Code amendments are consistent with the General Plan and its Elements.

SECTION IV

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This Town Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION V

Except as expressly modified in this Ordinance, all other sections set forth in the Los Gatos Town Code shall remain unchanged and shall be in full force and effect.

SECTION VI

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on January 21, 2020 and adopted by the following vote as an ordinance of the Town of Los Gatos at a meeting of the Town Council of the Town of Los Gatos on February 4, 2020 and becomes effective 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:

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

DATE: _____

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CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS

Chapter 9 of the 2019 California Fire Code and 2018 International Fire Code is adopted with the following amendments:

CHAPTER 49 REQUIREMENTS FOR WILDLAND-URBAN INTERFACE FIRE AREAS

Chapter 49 of the 2019 California Fire Code is adopted with the following amendments:

Section 4901 General

4901.1 Scope

The mitigation of conditions where a wildfire burning in vegetative fuels may readily transmit fire to buildings and threaten to destroy life, overwhelm fire suppression capabilities, or result in large property losses shall comply with this chapter.

4901.2 Purpose

The purpose of this code is to provide minimum standards to increase the ability of a building to resist the intrusion of flame or burning embers being projected by a vegetation fire and contributes to a systematic reduction in conflagration losses through the use of performance and prescriptive requirements.

Section 4902 Definitions

4902.1 General

For the purpose of this chapter, certain terms are defined as follows:

CDF DIRECTOR. Director of the California Department of Forestry and Fire Protection.

The following definition is added as follows:

DEFENSIBLE SPACE. An area around the perimeter of a structure in which vegetation, debris, and other types of combustible fuels are treated, cleared, or reduced to slow the rate and intensity of potentially approaching wildfire or fire escaping from structure(s).

FIRE PROTECTION PLAN. A document prepared for a specific project or development proposed for a Wildland-Urban Interface Fire Area. It describes ways to minimize and mitigate potential for loss from wildfire exposure.

The Fire Protection Plan shall be in accordance with this Article. When required by the enforcing agency for the purposes of granting modifications, a fire protection plan shall be submitted. Only locally adopted ordinances that have been filed with the California Building

Standards Commission in accordance with Section 101.14 or the Department of Housing and Community Development in accordance with Section 101.15 shall apply.

FIRE HAZARD SEVERITY ZONES. Geographical areas designated pursuant to *California Public Resources Codes*, Sections 4201 through 4204 and classified as Very High, High, or Moderate in State Responsibility Areas or as Local Agency Very High Fire Hazard Severity Zones designated pursuant to *California Government Code*, Sections 51175 through 51189.

The California Code of Regulations, Title 14, Section 1280 entitles the maps of these geographical areas as "Maps of the Fire Hazard Severity Zones in the State Responsibility Area of California."

LOCAL AGENCY VERY HIGH FIRE HAZARD SEVERITY ZONE. An area designated by a local agency upon the recommendation of the *CDF Director pursuant to Government Code*, Sections 51177(c), 51178 and 5118, that is not a state responsibility area and where a local agency, city, county, city and county, or district is responsible for fire protection.

The following definition is added as follows:

REDUCED FUEL ZONE. In this area of the defensible space, efforts are placed on ensuring fuels/vegetation are separated vertically and horizontally depending on the vegetation type.

STATE RESPONSIBILITY AREA. Lands that are classified by the Board of Forestry pursuant to *Public Resources Code* Section 4125 where the financial responsibility of preventing and suppressing forest fires is primarily the responsibility of the state.

WILDFIRE. Any uncontrolled fire spreading through vegetative fuels that threatens to destroy life, property, or resources as defined in *Public Resources Code*, Sections 4103 and 4104.

WILDFIRE EXPOSURE. One or a combination of radiant heat, convective heat, direct flame contact and burning embers being projected by vegetation fire to a structure and its immediate environment.

Amend the following definition as follows:

Wildland-Urban Interface Fire Area. A geographical area identified by the state as a " Fire Hazard Severity Zone" in accordance with the *Public Resources Code*, Sections 4201

through 4204, and Government Code Sections 51175 through 51189, or other areas designated by the enforcing agency to be at a significant risk from wildfires. The Wildland-Urban Interface Fire Area is defined as all areas within the Town of Los Gatos as set forth and delineated on the map entitled "Wildland-Urban Interface Fire Area" which map and all notations, references, data, and other information shown thereon are hereby adopted and made a part of this chapter. The map properly attested, shall be on file in the Office of the Town Clerk of the Town of Los Gatos.

Section 4903 Plans (Reserved)

Section 4904 Fire Hazard Severity Zones

4904.1 General

Lands in the state are classified by the CDF Director in accordance with the severity of wildfire hazard expected to prevail in those areas and the responsibility for fire protection, so that measures may be identified which will reduce the potential for losses to life, property, and resources from wildfire.

4904.2 Classifications

The CDF Director classifies lands into fire hazard severity zones in accordance with *California Public Resources Code*, Sections 4201 through 4204 for State Responsibility Areas and accordance with Government Code, Sections 51175 through 51189 for areas where a local agency is responsible for fire protection.

Section 4905 Wildfire Protection Building Construction

4905.1 General

Materials and construction methods for exterior wildfire exposure protection shall be applied within geographical areas where a wildfire burning in vegetative fuels may readily transmit fire to buildings and threaten to destroy life, overwhelm fire suppression capabilities, or result in large property losses

4905.2 Construction methods and requirements within established limits

Within the limits established by law, construction methods intended to mitigate wildfire exposure shall comply with the wildfire protection building construction requirements contained in the California Building Standards Code, including the following:

1. California Building Code, Chapter 7A,
2. California Residential Code, Section R327,
3. California Referenced Standards Code, Chapter 12-7A.

4905.3 Establishment of limits

The establishment of limits for the Wildland-Urban Interface Fire Area's required construction methods shall be designated pursuant to the California Public Resources Code for State Responsibility areas or by a local agency following a finding supported by substantial evidence in the record that the requirements of this section are necessary for effective fire protection within the area.

Section 4906 Hazardous Vegetation and Fuel Management

4906.1 General

Hazardous vegetation and fuels shall be managed to reduce the severity of potential exterior wildfire exposure to buildings and to reduce the risk of fire spreading to buildings as required by applicable laws and regulations.

4906.2 Application.

Buildings and structures located in the following areas shall maintain the required hazardous vegetation and fuel management:

1. All unincorporated lands designated by the State Board of Forestry and Fire Protection as State Responsibility Areas (SRA) including:
 - 1.1 Moderate Fire Hazard Severity Zones
 - 1.2 High Fire Hazard Severity Zones
 - 1.3 Very-high Fire Hazard Severity Zones

4906.2 is amended as follows:

2. Land designated as a Very-high Fire Hazard Severity Zone ~~by cities or other local agencies, or as~~ a Wildland Urban Interface Fire Area by the Town of Los Gatos.

4906.3 Requirements

Hazardous vegetation and fuels around all applicable buildings and structures shall be maintained in accordance with the following laws and regulations:

1. *Public Resources Code*, Section 4291.
2. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Section 1299 (see guidance for implementation "General Guideline to Create Defensible Space").
3. *California Government Code*, Section 51182.
4. California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07.

Section 4907 Defensible Space

4907.1 General.

Defensible space will be maintained around all buildings and structures in State Responsibility Area (SRA) as required in Public Resources Code 4290 and "SRA Fire Safe Regulations" California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Section 1270.

Buildings and structures within the Very-High Fire Hazard Severity Zones of a Local Responsibility Area (LRA) shall maintain defensible space as outlined in Government Code 51175 - 51189 and any local ordinance of the authority having jurisdiction.

Section 4907.2 is added as follows:

4907.2 Defensible Space Fuel Modification.

Persons owning, leasing, controlling, operating, or maintaining buildings or structures, and/or lands in, upon, or adjoining the locally adopted Wildland-Urban Interface Fire Area, shall at all times comply with the following:

1. Maintain defensible space of 100 feet from each side and from the front and rear of any building or structure, but not beyond the property line except as provided by law. The 100 feet of defensible space should be segregated into the following zones:
 - a. Maintain an effective defensible space by removing and clearing away flammable vegetation and other combustible materials from areas within 30 feet of such buildings or structures.

Exception: When approved by the Fire Chief or his/her designee, single specimens of trees, ornamental shrubbery or similar plants used as ground covers, provided that they do not form a means of rapidly transmitting fire from the native growth to any structure.
 - b. Maintain an additional reduced fuel zone of 70 feet from all buildings and structures with an emphasis on vertical and horizontal separation of fuels/vegetation. Distances beyond an additional 70 feet may be required when the Fire Chief or his/her designee, determines that due to steepness of terrain or other conditions, 70 additional feet is insufficient.

Exception: When approved by the Fire Chief or his/her designee grass and other vegetation located more than 30 feet from buildings or structures and less than 18 inches in height above the ground need not be removed where necessary to stabilize the soil and prevent erosion.
 - c. New construction must create a noncombustible area a minimum of 5 feet

from structures.

2. Remove portions of trees, which extend within 10 feet of the outlet of any chimney or stovepipe.
3. Maintain any tree, shrub, or other plant adjacent to or overhanging any building or structure free of dead limbs, branches or other combustible material.
4. Maintain the roof of any structure and roof gutters free of leaves, needles, or other combustible materials.
5. Maintain defensible space as determined by the Fire Chief or his/her designee around water tank structures, water supply pumps, and pump houses.
6. Remove flammable vegetation a minimum of 10 feet around liquefied petroleum gas tanks/containers.
7. Firewood and combustible materials shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. The storage of firewood and combustible material within the defensible space shall be located a minimum of 30 feet from structures and separated from the crown of trees by a minimum horizontal distance of 15 feet.

Exception: Firewood and combustible materials not for consumption on the premises shall be stored as approved by the Fire Chief or his/her designee.
8. Clear areas within 10 feet of fire apparatus access roads and driveways of non- fire-resistive vegetation growth.

Exception: Single specimens of trees, ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents, or similar plants used as ground cover, provided they do not form a means of readily transmitting fire.

Section 4907.3 is added as follows:

4907.3 Defensible space along property lines. Pursuant to Government Code Section 51182 and Public Resources Code Section 4291(a)(2):

1. When an occupied building is less than 100 feet from a property line and combustible vegetation on an adjacent parcel presents a fire hazard for the occupied building as determined by the Fire Chief or his/her designee then the owner of the adjacent parcel where the hazard exists shall be responsible for fuel management, including removal to the satisfaction of the Fire Chief or his/her designee.

Section 4907.4 is added as follows:

4907.4 Corrective actions. When the Fire Chief or his/her designee determines defensible space to be inadequate the Town Council is authorized to instruct the Fire Chief or his/her

designee to give notice to the owner of the property upon which conditions regulated by Sections 4907.2 and 4907.3 exist to correct such conditions. If the owner fails to correct such conditions, the Town Council is authorized to cause the same to be done and make the expense of such correction a lien upon the property where such conditions exist.

ORDINANCE

ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
AMENDING CHAPTER 11 (GARBAGE, REFUSE AND WEEDS) OF THE TOWN CODE
REGARDING WEED ABATEMENT REGULATIONS

WHEREAS, the Town of Los Gatos originally adopted a Weed Abatement Ordinance in 1968;

WHEREAS, the Town Council recognizes that dry and overgrown weeds contribute visual blight and create hazardous conditions which increase risk of fire;

WHEREAS, On April 16, 2019, the Town Council recognizing the risk of wildfire in the Wildland Urban Interface (WUI) adopted the Town’s Annex 9 to the Santa Clara County Community Wildfire Protection Plan (CWPP);

WHEREAS, On November 5, 2019, the Town Council adopted amendments to Chapter 11 to expand the definition of weeds to include other dead vegetation, fallen limbs, and combustible trash on private property and add additional language to clarify and strengthen the Town’s weed abatement program.;

WHEREAS, the proposed amendment change will reduce the risk of fire and effectuate safer passage for first responders and residents in the event of a wildfire;

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES ORDAIN AS FOLLOWS:

SECTION II

Section 11.20.015 of Town Code Chapter 11 are hereby amended to read as follows:

- 11.20.015.** - Removal by property owner required.
- (a) No owner, agent, lessee or other person occupying or having charge or control of any building, lot or premises within the Town shall permit weeds to remain upon such premises, or public sidewalks, or streets, or alleys between such premises and the centerline of any public street or alley.
 - (b) Every property owner shall remove or destroy such weeds from such owner's property, abutting sidewalks, and the abutting half of any streets or alleys between the lot lines as extended.
 - (c) Property owners within the Wildland Urban Interface (WUI) whose property abuts Hillside Collector, Neighborhood Collector, and/or Local Street roadway classifications shall remove or destroy such weeds within ten (10) feet of the roadway to prevent or avoid

undue hardship in fighting fire.

SECTION III

With respect to compliance with the California Environmental Quality Act (CEQA), the Town Council finds as follows:

A. These Town Code amendments are not subject to review under CEQA pursuant to sections and 15061(b)(3), in that it can be seen with certainty that there is no possibility that the proposed amendment to the Town Code would have significant impact on the environment; and

B. The proposed Town Code amendments are consistent with the General Plan and its Elements.

SECTION IV

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This Town Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION V

Except as expressly modified in this Ordinance, all other sections set forth in the Los Gatos Town Code shall remain unchanged and shall be in full force and effect.

SECTION VI

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on January 21, 2020 and adopted by the following vote as an ordinance of the Town of Los Gatos at a meeting of the Town Council of the Town of Los Gatos on February 4, 2020 and becomes effective 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:

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

DATE: _____

N:\DEV\ORDS\2019\Parking Assessment District [Intro] 09-17-19.docx

CHAPTER 11 (GARBAGE, REFUSE AND WEEDS)

Section 11.20.015 of Town Code Chapter 11 are hereby amended to read as follows:

11.20.015. - Removal by property owner required.

(a) No owner, agent, lessee or other person occupying or having charge or control of any building, lot or premises within the Town shall permit weeds to remain upon such premises, or public sidewalks, or streets, or alleys between such premises and the centerline of any public street or alley.

(b) Every property owner shall remove or destroy such weeds from such owner's property, abutting sidewalks, and the abutting half of any streets or alleys between the lot lines as extended.

(c) Property owners within the Wildland Urban Interface (WUI) whose property abuts Hillside Collector, Neighborhood Collector, and/or Local Street roadway classifications shall remove or destroy such weeds within ~~ten~~ five (~~10~~ 5) feet of the roadway to prevent or avoid undue hardship in fighting fire.

ATTACHMENT 6

ORDINANCE

**ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
AMENDING CHAPTER 29 (TREE PROTECTION) OF THE TOWN CODE
REGARDING WEED ABATEMENT REGULATIONS**

WHEREAS, the Town of Los Gatos; recognizes that the community benefits from preserving the scenic beauty of the Town;

WHEREAS, the Town Council acknowledges that trees provide multiple benefits it also recognizes that a significant portion of the Town is located in a Very High Fire Hazard Severity Zone

WHEREAS, the State mandates 100 feet of defensible space around buildings and structures within Very High Fire Hazard Severity Zones;

WHEREAS, the Town Council recognizes that the development and maintenance of defensible space is essential to reducing wildfire risk within the community;

WHEREAS, the proposed amendment changes will reduce the risk of wildfire and effectuate safer passage for first responders and residents in the event of a wildfire;

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES ORDAIN AS FOLLOWS:

SECTION II

DIVISION 2 – TREE PROTECTION

Section 29.10.0950. Intent of Town Code Chapter 29 are hereby amended to read as follows:

Sec. 29.10.0950. - Intent.

This division is adopted because the Town of Los Gatos is forested by many native and non-native trees, and contains individual trees of great beauty. The community of the Town benefit from preserving the scenic beauty of the Town, preventing erosion of topsoil, providing protection against flood hazards and risk of landslides, counteracting pollutants in the air, maintaining climatic balance, and decreasing wind velocities. It is the intent of this division to regulate the removal of trees within the Town in order to retain as many trees as possible consistent with the purpose of this section and the reasonable use of private property. While trees provide multiple benefits, it is also the intent of this division to acknowledge that a

ATTACHMENT 7

portion of the Town is located in a Very High Fire Hazard Severity Zone as defined by the California Department of Forestry and Fire Protection (CAL FIRE) and the associated wildfire threat that exists for the community. It is the intent of this division to preserve as many protected trees as possible throughout the Town through staff review and the development review process. Special provisions regarding hillsides are included in section 29.10.0987 of this division in recognition of the unique biological and environmental differences between the hillside and non-hillside areas of the Town. This section does not supersede the provisions of Chapter 26 of this Code.

Section 29.10.0955 Definitions of Town Code Chapter 29 are hereby added to read as follows:

Defensible Space means an area around the perimeter of a structure in which vegetation, debris, and other types of combustible fuels are treated, cleared, or reduced to slow the rate and intensity of potentially approaching wildfire or fire escaping from structures.

Section 29.10.0970 Exceptions are hereby amended to read as follows:

The following trees are excepted from the provisions of this division and may be removed or severely pruned without Town approval or issuance of a tree removal permit:

- (1) A fruit or nut tree that is less than eighteen (18) inches in diameter (fifty-seven-inch circumference).
- (2) Any of the following trees that are less than twenty-four (24) inches in diameter (seventy-five (75) inches in circumference):
 - (1) Black Acacia (*Acacia melanoxylon*)
 - (2) Tulip Tree (*Liriodendron tulipifera*)
 - (3) Tree of Heaven (*Ailanthus altissima*)
 - (4) Blue Gum Eucalyptus (*E. globulus*)
 - (5) Red Gum Eucalyptus (*E. camaldulensis*)
 - (6) Other Eucalyptus (*E. spp.*)-Hillsides only
 - (7) Palm (except *Phoenix canariensis*)
 - (8) Privet (*Ligustrum lucidum*)
- (3) Any removal or maintenance of a tree to conform with the implementation and maintenance of Defensible Space per Chapter 9 – Fire Prevention and Protection with

the exception of any tree listed in subcategories (3) and (10) of Sec.29.10.0960 – Scope of Protected Trees.

Section 29.10.0992 Required Findings are hereby added to read as follows:

The Director, Director's designee, or deciding body shall approve a protected tree removal permit, severe pruning permit, or pruning permit for Heritage trees or large protected trees only after making at least one (1) of the following findings:

- (1) The tree is dead, severely diseased, decayed or disfigured to such an extent that the tree is unable to recover or return to a healthy and structurally sound condition.
- (2) The tree has a tree risk rating of Extreme or High on the ISA Tree Risk Rating Matrix as set forth in the ISA Tree Risk Assessment Best Management Practices, or successor publication.
- (3) The tree is crowding other protected trees to the extent that removal or severe pruning is necessary to ensure the long-term viability of adjacent and more significant trees.
- (4) The retention of the tree restricts the economic enjoyment of the property or creates an unusual hardship for the property owner by severely limiting the use of the property in a manner not typically experienced by owners of similarly situated properties, and the applicant has demonstrated to the satisfaction of the Director or deciding body that there are no reasonable alternatives to preserve the tree.
- (5) The tree has, or will imminently, interfere with utility services where such interference cannot be controlled or remedied through reasonable modification, relocation or repair of the utility service or the pruning of the root or branch structure of the tree; or where removal or pruning is required by a public utility to comply with California Public Utility Commission (CPUC) or Federal Energy Regulatory Commission (FERC) rules or regulations.
- (6) The tree has caused or may imminently cause significant damage to an existing structure that cannot be controlled or remedied through reasonable modification of the root or branch structure of the tree.
- (7) Except for properties within the hillsides, the retention of the protected tree would result in reduction of the otherwise-permissible building envelope by more than twenty-five (25) percent.
- (8) The removal of the tree is unavoidable due to restricted access to the property.
- (9) The removal of the tree is necessary to repair a geologic hazard.
- (10) The removal of the tree and replacement with a more appropriate tree species will enhance the Town's urban forest.
- (11) The removal of the tree is necessary to conform with the implementation and maintenance of Defensible Space per Chapter 9 – Fire Prevention and Protection per direction by the Fire Chief or his/her designee.

SECTION III

With respect to compliance with the California Environmental Quality Act (CEQA), the Town Council finds as follows:

A. These Town Code amendments are not subject to review under CEQA pursuant to sections and 15061(b)(3), in that it can be seen with certainty that there is no possibility that the proposed amendment to the Town Code would have significant impact on the environment; and

B. The proposed Town Code amendments are consistent with the General Plan and its Elements.

SECTION IV

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This Town Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION V

Except as expressly modified in this Ordinance, all other sections set forth in the Los Gatos Town Code shall remain unchanged and shall be in full force and effect.

SECTION VI

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on January 21, 2020 and adopted by the following vote as an ordinance of the Town of Los Gatos at a meeting of the Town Council of the Town of Los Gatos on February 4, 2020 and becomes effective 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:

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

DATE: _____

N:\DEV\ORDS\2019\Parking Assessment District [Intro] 09-17-19.docx

DIVISION 2. - TREE PROTECTION

Amend the following Section as follows:

Sec. 29.10.0950. - Intent.

This division is adopted because the Town of Los Gatos is forested by many native and non-native trees, and contains individual trees of great beauty. The ~~health and welfare of the citizens community of the Town~~ benefit from ~~require that these trees be saved in order to~~ preserving the scenic beauty of the Town, preventing erosion of topsoil, providing protection against flood hazards and risk of landslides, counteracting pollutants in the air, maintaining climatic balance, and decreasing wind velocities. ~~Trees contribute significantly to the value of land in the Town.~~ It is the intent of this division to regulate the removal of trees within the Town in order to retain as many trees as possible consistent with the purpose of this section and the reasonable use of private property. ~~While trees contribute significantly to the scenic beauty of the Town,~~ provide multiple benefits, it is also the intent of this division to acknowledge that a portion of the Town is ~~resides~~ located in a Very High Fire Hazard Severity Zone as defined by the California Department of Forestry and Fire Protection (CAL FIRE) and the associated wildfire threat that ~~pose~~ exists for the community. It is the intent of this division to preserve as many protected trees as possible throughout the Town through staff review and the development review process. Special provisions regarding hillsides are included in section 29.10.0987 of this division in recognition of the unique biological and environmental differences between the hillside and non-hillside areas of the Town. This section does not supersede the provisions of Chapter 26 of this Code.

Sec. 29.10.0955. - Definitions.

The following definition is added as follows:

Defensible Space means an area around the perimeter of a structures in which vegetation, debris, and other types of combustible fuels are treated, cleared, or reduced to slow the rate and intensity of potentially approaching wildfire or fire escaping from structures.

Amend the following Section as follows:

Sec. 29.10.0970. - Exceptions.

The following trees are excepted from the provisions of this division and may be removed or severely pruned without Town approval or issuance of a tree removal permit:

- (1) A fruit or nut tree that is less than eighteen (18) inches in diameter (fifty-seven-inch circumference).
- (2) Any of the following trees that are less than twenty-four (24) inches in diameter (seventy-five (75) inches in circumference):
 - Black Acacia (*Acacia melanoxylon*)
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 - Tree of Heaven (*Ailanthus altissima*)
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 - Red Gum Eucalyptus (*E. camaldulensis*)
 - Other Eucalyptus (*E. spp.*)-Hillsides only
 - Palm (except *Phoenix canariensis*)
 - Privet (*Ligustrum lucidum*)
- (3) Any removal or maintenance of a tree to conform with the implementation and maintenance of Defensible Space per Chapter 9 – Fire Prevention and Protection with the exception of any tree listed in subcategories (3) and (10) of Sec.29.10.0960 – Scope of Protected Trees.

Amend the following Section as follows:

Sec. 29.10.0992. - Required findings.

The Director, Director's designee, or deciding body shall approve a protected tree removal permit, severe pruning permit, or pruning permit for Heritage trees or large protected trees only after making at least one (1) of the following findings:

- (1) The tree is dead, severely diseased, decayed or disfigured to such an extent that the tree is unable to recover or return to a healthy and structurally sound condition.

- (2) The tree has a tree risk rating of Extreme or High on the ISA Tree Risk Rating Matrix as set forth in the ISA Tree Risk Assessment Best Management Practices, or successor publication.
- (3) The tree is crowding other protected trees to the extent that removal or severe pruning is necessary to ensure the long-term viability of adjacent and more significant trees.
- (4) The retention of the tree restricts the economic enjoyment of the property or creates an unusual hardship for the property owner by severely limiting the use of the property in a manner not typically experienced by owners of similarly situated properties, and the applicant has demonstrated to the satisfaction of the Director or deciding body that there are no reasonable alternatives to preserve the tree.
- (5) The tree has, or will imminently, interfere with utility services where such interference cannot be controlled or remedied through reasonable modification, relocation or repair of the utility service or the pruning of the root or branch structure of the tree; or where removal or pruning is required by a public utility to comply with California Public Utility Commission (CPUC) or Federal Energy Regulatory Commission (FERC) rules or regulations.
- (6) The tree has caused or may imminently cause significant damage to an existing structure that cannot be controlled or remedied through reasonable modification of the root or branch structure of the tree.
- (7) Except for properties within the hillsides, the retention of the protected tree would result in reduction of the otherwise-permissible building envelope by more than twenty-five (25) percent.
- (8) The removal of the tree is unavoidable due to restricted access to the property.
- (9) The removal of the tree is necessary to repair a geologic hazard.
- (10) The removal of the tree and replacement with a more appropriate tree species will enhance the Town's urban forest.
- (11) The removal of the tree is necessary to conform with the implementation and maintenance of Defensible Space per Chapter 9 – Fire Prevention and Protection per direction by the Fire Chief or his/her designee.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/21/2020

ITEM NO. 10.

ITEM NO: 10

DESK ITEM

DATE: January 21, 2020

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Introduce an Ordinance, by Title Only, Effecting an Amendment to:

- a. Chapter 9 (Fire Prevention and Protection) of the Town Code regarding Defensible Space regulations.
- b. Chapter 11 (Garbage, Refuse and Weeds) of the Town Code regarding Weed Abatement regulations.
- c. Chapter 29 (Tree Protection) of the Town Code regarding exemptions for Defensible Space.

REMARKS:

Attachment 9 includes public comments received between 11:01 a.m. Thursday January 16, 2020 and 11:00 a.m. Tuesday, January 21, 2020.

Attachments previously received with Staff Report:

1. Town of Los Gatos Annex 9
2. Cal FIRE defensible space diagram
3. Chapter 9 – Draft Ordinance
4. Chapter 9 – Draft Amendments (redline)
5. Chapter 11 – Draft Ordinance
6. Chapter 11 – Draft Amendments (redline)
7. Chapter 29 – Draft Ordinance
8. Chapter 29 – Draft Amendments (redline)

Attachment received with this Desk Item:

9. Public comments received between 11:01 a.m. Thursday January 16, 2020 and 11:00 a.m. Tuesday, January 21, 2020.

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

Subject: FW: Fire Prevention and defensible space agenda item 1/21/2020

-----Original Message-----

From: Mitzi <mitziand@aol.com>

Sent: Tuesday, January 21, 2020 9:45 AM

To: Council <Council@losgatosca.gov>

Subject: Fire Prevention and defensible space agenda item 1/21/2020

Dear Mayor and Town Council Members,

My letter is in regards to Chapter 9- Fire Prevention and Protection: will expand defensible space requirements beyond property lines. I'm extremely concerned this law takes away the rights of property owners. Basically, your neighbor would dictate what you have on your property for up to 100 feet (potentially no fences, no hedges, no bushes, no privacy, landscaped to your neighbors specifications within the law). The needs, consideration and protection of the property owner are being eliminated. It creates a situation similar to an easement where your rights are reduced on your own property. I foresee such a mandated law causing issues between neighbors and in the strictest of sense taking away property rights.

One example where this can get out of hand is when one neighbor chooses to build closer to the shared property line to enjoy more of their land, then the other neighbor bears the burden of providing defensible space at the cost of their property rights and out of their pocket financially.

Also, because not all property is configured the same and you could have multiple neighbors needing 100 feet of defensible space, this law could severely limit the use and privacy of your overall property.

This also puts an undue financial burden on the property owner to have to maintain their yard in a way specifically desirable for their neighbor.

While I support fire safety, I can not support this over reaching proposal that greatly diminishes the rights of one property owner for the sole benefit of another.

Sincerely,
Mitzi Anderson
17610 Foster Road
Los Gatos, CA 95030

Sent from my iPhone

Subject: FW: Wildfire Amendments

From: Don & Kathy <adonkathy@aol.com>

Date: January 21, 2020 at 10:59:41 AM PST

To: bspector@losgatosca.gov, Rob Rennie <RRennie@losgatosca.gov>

Subject: Fwd: Wildfire Amendments

Sent from my iPad

Begin forwarded messageTown Council

I was just made aware last night that you will considering three amendments to the Town Ordinances with the goal of laying additional groundwork for Wildfire Prevention in our community.

I request that before any adoption of new amendments you notify all hillside residents whose property will be impacted by these amendments. Enclose in the letter the additional amendments so the property owners realize the existent of the amendments.

I have concerns about the negative impact these amendments will have on property owner's rights and financial hardships.

Sincerely,

Kathy Anderson

Foster Rd.

Los Gatos

Sent from my iPad



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/21/2020

ITEM NO: 11

ITEM NO. 11.

DATE: January 13, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Receive a Report on How Vehicle Miles Travelled and Level of Service Analysis Will Work Together in Shaping Future Development Projects

RECOMMENDATION:

Receive a report on how vehicle miles travelled (VMT) and level of service analysis (LOS) will work together in shaping future development projects.

BACKGROUND:

On October 10, 2019 the Council held a study session to facilitate the first of several discussions on Vehicle Miles Travelled (VMT) as the new transportation metric for California Environmental Quality Act (CEQA) review as mandated by Senate Bill 743.

The new law changes CEQA evaluation for transportation, moving away from measuring level of service (LOS) and moving towards a measure of VMT. VMT is the measure of distance in miles that a vehicle travels, with one mile equivalent to one VMT.

Since that meeting in October, staff has been working with a consultant to help with implementing this change. Over the next several months, staff will bring elements of the VMT process to the Council for review and phased decision making, with the intent of adopting new CEQA standards prior to the State deadline of July 1, 2020.

DISCUSSION:

While VMT is the new standard for CEQA analysis, there continues to be a need to manage local roadways through conditions placed on new projects during the review and permitting phases. These conditions would come by way of a transportation analysis that identifies local roadway needs for all users (bicycles, pedestrians, and vehicles).

PREPARED BY: Matt Morley
Parks and Public Works Director

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

PAGE 2 OF 3

SUBJECT: Receive a Report on How Vehicle Miles Travelled and Level of Service Analysis
Will Work Together in Shaping Future Development Projects

DATE: January 13, 2020

DISCUSSION (continued):

Historically, the CEQA analysis related to transportation has focused on LOS at intersections. More specifically, this has been the measure of intersection performance in terms of delay, with intersections receiving a rating from A to F. Specific thresholds, based on increases in delay at intersections, would trigger required mitigations. The practical result has been project conditions that require changes to the roadway system to mitigate the measured increase in delay. This often leads to changes in roadway architecture, such as the addition of travel lanes, to help the intersections perform better for vehicles.

VMT takes a different approach and, from a bigger picture view, looks at changes that can be made to a project (versus the previous method of making changes to the roadway network) to reduce impacts to the transportation network. VMT is an origin-based (project) approach whereas LOS has been a recipient (roadways) based approach. A simple example is the issuance of transit passes to residents or employees on a developing property. By issuing transit passes, a measurable reduction in VMT can be made. Many of these elements of VMT, including which measures to implement and what level of reduction is enough will be topics of discussion and decision making for the Council in the coming months.

However, the Town will still need a way to manage local roads and their functionality for all users (including vehicles, bicycles, pedestrians, and others). The VMT measure does not provide a means to do this – VMT measures how far vehicles will travel, but not which intersections or which roads they will use or where they may create local congestion. For this reason, a transportation analysis will continue to be necessary in the future.

In the short term, staff recommends maintaining the current transportation analysis as identified in the Town's Traffic Impact Policy. This will allow for a continued focus on implementing VMT by the July deadline. Subsequently, the Council may want to look at policy changes with respect to traffic analysis to include a stress analysis for pedestrians and bicyclists, as well as the functionality analysis for vehicles. A stress analysis is a measure of how comfortable a roadway is for users of varying age, skills, and abilities. By expanding the transportation analysis, roadways are modified to the benefit of all users.

CONCLUSION:

Staff is introducing this discussion early as some perceptions may exist that VMT will fully replace the analysis of local streets and roads, staff wanted to avoid any confusion in future discussions. Staff believes that ongoing transportation analysis on local roadway performance will need to continue outside of the CEQA VMT analysis, with an expansion of the current LOS analysis to meet the needs of all users.

SUBJECT: Receive a Report on How Vehicle Miles Travelled and Level of Service Analysis
Will Work Together in Shaping Future Development Projects

DATE: January 13, 2020

FISCAL IMPACT:

There is no fiscal impact as a result of this item.

ENVIRONMENTAL ASSESSMENT:

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



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/21/2020

ITEM NO: 12

ITEM NO. 12.

DATE: January 11, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Discuss the Five-Year Forecast, Provide Direction on the Other Budget Assumptions, and Provide any Specific Direction for the Preparation of the Town's Fiscal Year 2020/21 Operating and Capital Budgets

RECOMMENDATION:

Discuss the five-year forecast, provide direction on the other budget assumptions, and provide any specific direction for the preparation of the Town's Fiscal Year 2020/21 Operating and Capital Budgets.

BACKGROUND/EXECUTIVE SUMMARY:

This report contains detailed information that contributes to the preparation of the annual budget, including the Town's "Base Case" Five Year Forecast, its data sources, and budget assumptions.

This report also provides two additional forecast scenarios utilizing a sensitivity analysis for three of the major revenue assumptions and forecasted pension contributions. These additional forecast scenarios illustrate the effects on future budgets of a more optimistic scenario ("Greater Growth") and a pessimistic one ("Lower Growth").

As the summary table below shows, the Town's financial condition is highly dependent on the economic conditions experienced during the forecast period.

PREPARED BY: Stephen Conway
Finance Director

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

SUBJECT: Discuss the Five-Year Forecast, Provide Direction on Other Budget Assumptions, and Provide Direction on the Preparation of the Town's FY 2020/21 Operating and Capital Budgets

DATE: January 11, 2020

BACKGROUND/EXECUTIVE SUMMARY (continued):

(values in millions)

Scenario Surplus/Deficit	2020/21 Forecast	2021/22 Forecast	2021/22 Forecast	2023/24 Forecast	2024/25 Forecast
Greater Growth Scenario	\$1.0	\$2.7	\$3.1	\$4.2	\$5.3
Base Case Modest Growth	\$0.5	\$1.7	\$1.6	\$2.3	\$3.1
Less Growth Scenario	(\$0.4)	\$0.4	\$0.0	\$0.0	\$1.1

In addition, the Report also explains additional one-time budget considerations, the General Fund Capital/Special Projects Reserve, and the flow of monies to the Town's Capital Improvement Program. This agenda item provides the Council an opportunity to discuss the Forecast, give direction on budget assumptions, and provide other direction for the preparation of the Fiscal Year (FY) 2020/21 Operating and Capital Budgets, including the potential reallocation of \$4.0 million from the Capital/Special Projects Reserve to other Council priorities.

ANALYSIS:

Purpose of the Five-Year Financial Forecast

An important aspect of the Town's budget development process is taking a multi-year approach to understand revenue and expenditure trends over time. Serving as the foundation of the budget planning process (Attachment 1), the Town develops a Five-Year Financial Forecast ("Forecast") beginning in the late fall of each year. The Forecast enables the Town to evaluate the Town's fiscal condition and to help guide policy, programmatic planning, and budget decisions. Development of a financial forecast as part of the budget development process has been identified as a best practice by the Government Financial Officers Association (GFOA).

The Forecast takes a forward look at the Town's General Fund revenues and expenditures and is updated regularly. Its purpose is to identify financial trends, potential shortfalls, and other issues so the Town can proactively address them and budget accordingly. It does so by projecting out into the future the fiscal results of continuing the Town's current service levels and policies. This process helps to provide a snapshot of what the future may look like as a result of the decisions made to date.

SUBJECT: Discuss the Five-Year Forecast, Provide Direction on Other Budget Assumptions, and Provide Direction on the Preparation of the Town's FY 2020/21 Operating and Capital Budgets

DATE: January 11, 2020

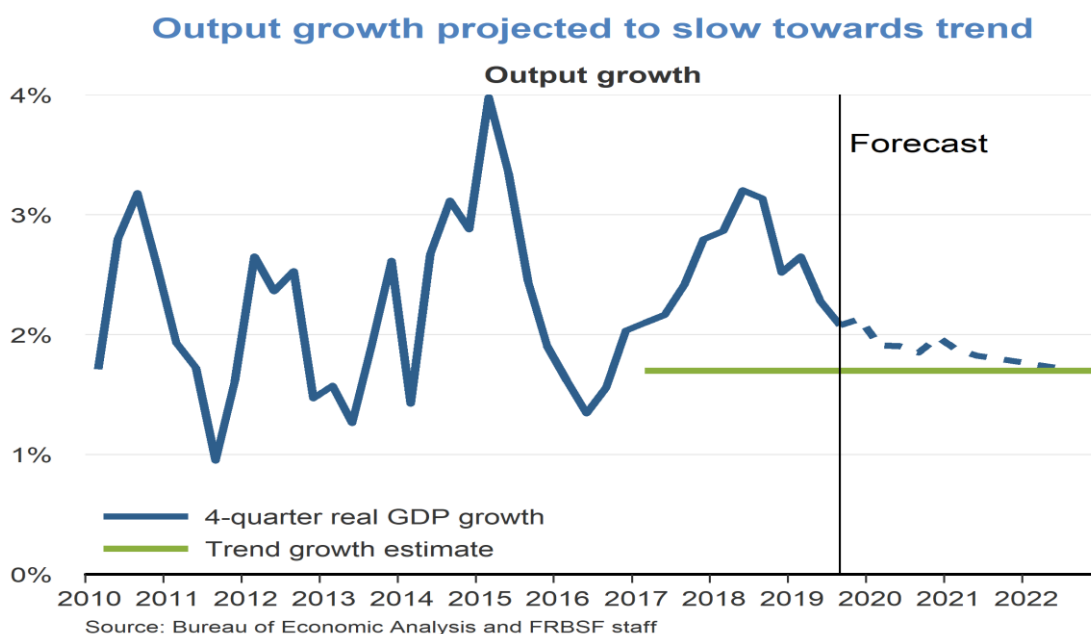
ANALYSIS (continued):

This Five-Year Financial Forecast is not a budget, nor a proposed plan. The Five-Year Financial Forecast sets the stage for the upcoming budget process and is a tool in facilitating both the Town Council and Town Manager in establishing priorities and allocating resources appropriately.

Economic Outlook

The Federal Reserve Bank of San Francisco (FRBSF) in a January 9, 2020 publication indicated that it expects 2019 to conclude with a real Gross Domestic Product (GDP) growth rate of 2.3%. The report noted that 2.3% is somewhat above its estimate of the economy's long-run sustainable growth rate of slightly below 2%. Given the waning effects of federal fiscal policy, the report projects that GDP growth will slow towards trend (2%) by 2022.

The FRBSF forecast is consistent with the final quarterly report for 2019 produced by the UCLA Anderson Forecast. The UCLA Forecast also indicates that GDP is expected to trend toward 2% in the fourth quarter of 2020. The final 2019 forecast is slightly more optimistic than previous forecasts which anticipated lower GDP growth in 2020. In addition to the GDP forecast, the UCLA report cautioned, "...although we have lowered the risk of a recession, the second half of 2020 remains problematic for the economy." The report further states, "For those who say that we can't have a recession in a presidential election year, I would note that recessions occurred in 1960, 1980 and 2008, all presidential election years."



SUBJECT: Discuss the Five-Year Forecast, Provide Direction on Other Budget Assumptions, and Provide Direction on the Preparation of the Town's FY 2020/21 Operating and Capital Budgets

DATE: January 11, 2020

ANALYSIS (continued):

Town of Los Gatos Forecast Introduction

As with all forecasts, there is a level of uncertainty regarding future revenue and expenditure estimates. For example, General Fund revenues may exceed or fall below expectations based on changes in economic or non-economic conditions. The Town's two largest General Fund revenues, Property Tax and Sales Tax, have experienced these fluctuations in the past. Various cost elements can also vary from year to year. As seen in recent years, retirement costs fluctuate and will likely continue to experience upward pressure based on changes in actuarial, economic, and demographic assumptions approved by CalPERS.

Given the potential slowing in the economy and the residual effects on revenue and expense estimates, staff is providing alternative scenarios to the "Base Case" scenario again in this year's Forecast. The Base Case Forecast is built on the assumption of slow, yet positive, economic growth. Two alternative forecasts have been developed to model the range of budgetary scenarios possible under varying economic conditions. "Greater Growth" and "Lower Growth" scenarios have been created to model economic conditions considered possible. The "Base Case" scenario provided is believed to be the best estimation at this time and will be utilized for development of the budget. In addition, it is assumed that between the "Lower Growth" scenario and the "Greater Growth" scenario, the "Lower Growth" scenario is more plausible.

PAGE 5 OF 17

SUBJECT: Discuss the Five-Year Forecast, Provide Direction on Other Budget Assumptions, and Provide Direction on the Preparation of the Town's FY 2020/21 Operating and Capital Budgets

DATE: January 11, 2020

ANALYSIS (continued):

Five-Year Financial Forecast

The following table reflects the most recent "Base Case" financial forecast for the General Fund for Fiscal Year (FY) 2020/21 – FY 2024/25.

Town of Los Gatos General Fund 5-Year Forecast
(in \$ million)

Account	Revenue Category	2019/20 Budget	2020/21 Forecast	2021/22 Forecast	2022/23 Forecast	2023/24 Forecast	2024/25 Forecast
4100	Property Tax	\$ 14.2	\$ 14.7	\$ 15.6	\$ 16.2	\$ 16.7	\$ 17.2
4110	VLF Backfill Property Tax	3.8	4.0	4.1	4.2	4.4	4.5
4200	Sales & Use Tax	8.0	8.8	9.0	9.1	9.3	9.8
4250	Franchise Fees	2.5	2.5	2.6	2.7	2.8	2.9
4251	Transient Occupancy Tax	2.8	2.7	2.7	2.7	2.7	2.7
4400	Business License Tax	1.4	1.4	1.4	1.4	1.4	1.4
4400	Licenses & Permits	3.4	3.1	3.2	3.3	3.4	3.5
4500	Intergovernmental	1.0	0.8	0.8	0.8	0.8	0.9
4600	Charge for Services	4.3	4.2	4.3	4.4	4.5	4.6
4700	Fines & Forfeitures	0.5	0.5	0.5	0.5	0.5	0.6
4800	Interest	0.6	0.5	0.5	0.5	0.5	0.5
4850	Other Sources	2.3	1.5	1.5	1.5	1.5	1.5
4900	Fund Transfers In	0.5	0.5	0.5	0.5	0.5	0.5
TOTAL OPERATING REVENUES & TRANSFERS*		\$ 45.3	\$ 45.2	\$ 46.7	\$ 47.8	\$ 49.0	\$ 50.6
	Use of Capital/Special Project Reserve - Capital	6.7	0.6	0.6	0.6	0.6	0.6
	Use of Pension/OPEB Reserve	0	0	0	0	0	0
	Use of Capital/Special Project Reserve - Other	0	0	0	0	0	0
	Use of Compensated Absences	1.1	0	0	0	0	0
TOTAL REVENUES, TRANSFERS, AND USE OF RESERVES		\$ 53.1	\$ 45.8	\$ 47.3	\$ 48.4	\$ 49.6	\$ 51.2
Account	Expenditure Category	2019/20 Budget	2020/21 Forecast	2021/22 Forecast	2022/23 Forecast	2023/24 Forecast	2024/25 Forecast
5110	Salary	20.0	19.4	19.6	19.7	19.8	19.9
5120	CalPERS Benefits	6.9	7.3	7.9	8.3	8.5	8.7
5200	All Other Benefits	4.1	3.8	3.8	3.9	4.0	4.1
6211	OPEB Pay as You Go	1.2	1.3	1.3	1.4	1.4	1.4
6000	Operating Expenditures	6.6	5.6	5.6	5.8	5.9	6.3
7200	Grants & Awards	0.2	0.2	0.2	0.3	0.3	0.3
7400	Utilities	0.5	0.6	0.6	0.6	0.6	0.6
8060	Internal Service Charges	2.3	2.6	3.0	3.1	3.2	3.3
8900	Debt Service	1.9	1.9	1.9	1.9	1.9	1.9
TOTAL OPERATING EXPENDITURES		\$ 43.7	\$ 42.6	\$ 43.9	\$ 45.1	\$ 45.7	\$ 46.5
	GASB 45 Retiree Medical Actuarial	1.1	0.7	0.7	0.7	0.6	0.6
	Additional Discretionary Payment - Pension	0.4	0.4	0.4	0.4	0.4	0.4
TOTAL OPERATING & DISCRETIONARY EXPENDITURES		\$ 45.2	\$ 43.7	\$ 45.0	\$ 46.2	\$ 46.7	\$ 47.5
	Capital Transfers Out to GFAR	6.7	1.6	0.6	0.6	0.6	0.6
	Transfer to Internal Service Funds	1.1	0	0	0	0	0
	Pension/OPEB Transfer to PARS	0	0	0	0	0	0
	Allocate to Compensated Absences	0	0	0	0	0	0
	Surplus	0	0	0	0	0	0
	Allocate to Property Surplus Reserve	0	0	0	0	0	0
TOTAL EXPENDITURES & RESERVE ALLOCATIONS		\$ 53.0	\$ 45.3	\$ 45.6	\$ 46.8	\$ 47.3	\$ 48.1
NET REVENUES RESERVE TRANSFERS LESS EXPENDITURES & RESERVE ALLOCATIONS		\$ 0.1	\$ 0.5	\$ 1.7	\$ 1.6	\$ 2.3	\$ 3.1

* Due to rounding of individual categories FY 2018/19 Total Revenues and Transfers includes \$0.2 million.

SUBJECT: Discuss the Five-Year Forecast, Provide Direction on Other Budget Assumptions, and Provide Direction on the Preparation of the Town's FY 2020/21 Operating and Capital Budgets

DATE: January 11, 2020

ANALYSIS (continued):

The first column of the above table shows that the Town Council adopted a balanced budget for FY 2019/20 with an estimated \$0.1 million surplus. Changes in revenues and related expenditures since the adoption of the FY 2019/20 budget will be presented in the mid-year budget report in February along with updated estimates of any corresponding surplus or deficit. The mid-year estimates of the adopted budget will continue to be refined until the close of the fiscal year on June 30, 2020 and finalized after the independent audit and completion of the Comprehensive Annual Financial Report in late fall 2020.

The Forecast indicates modest surpluses throughout the forecast period with a funding surplus of \$0.5 million estimated for FY 20/21. For FY 2021/22 to FY 2024/25, the forecast reflects estimated revenue surpluses ranging from \$1.7 million to \$3.1 million in the fifth year of the forecast.

The Forecast includes all revenues and transfers as well as the use of reserves to fund the Town's municipal services, capital improvements, and additional discretionary payments (ADPs) towards unfunded pension and Other Post-Employment Benefit (OPEB) obligations. These discretionary expenses are voluntary contributions proactively adopted by Council to further reduce/eliminate outstanding unfunded benefit obligations.

The following section provides a more detailed description of the Town's revenue and expenditure forecasting methods and assumptions.

Revenue Assumptions

As discussed in the Economic Outlook section of this report, the national and regional economies are expected to gradually slow over the coming years. The Town is highly dependent on three economically sensitive revenues comprising 64% of Town General Fund revenues. Property Taxes, Sales Taxes, and Transient Occupancy Taxes (TOT) are approximately 39.7%, 17.7%, and 5.4% of Town revenues, respectively. These three revenue streams will be used for the alternative forecast scenarios. Please see Attachment 2 for a description of all revenue categories. In addition, Attachment 3 provides a comprehensive listing of revenue forecast assumptions.

Property tax budget projections are based on valuations projected by the Santa Clara County Assessor's Office, including transfer tax and other items. Town staff meets with the County Assessor's Office quarterly to obtain that quarter's assessed valuation and assessment roll data used to forecast property tax revenues.

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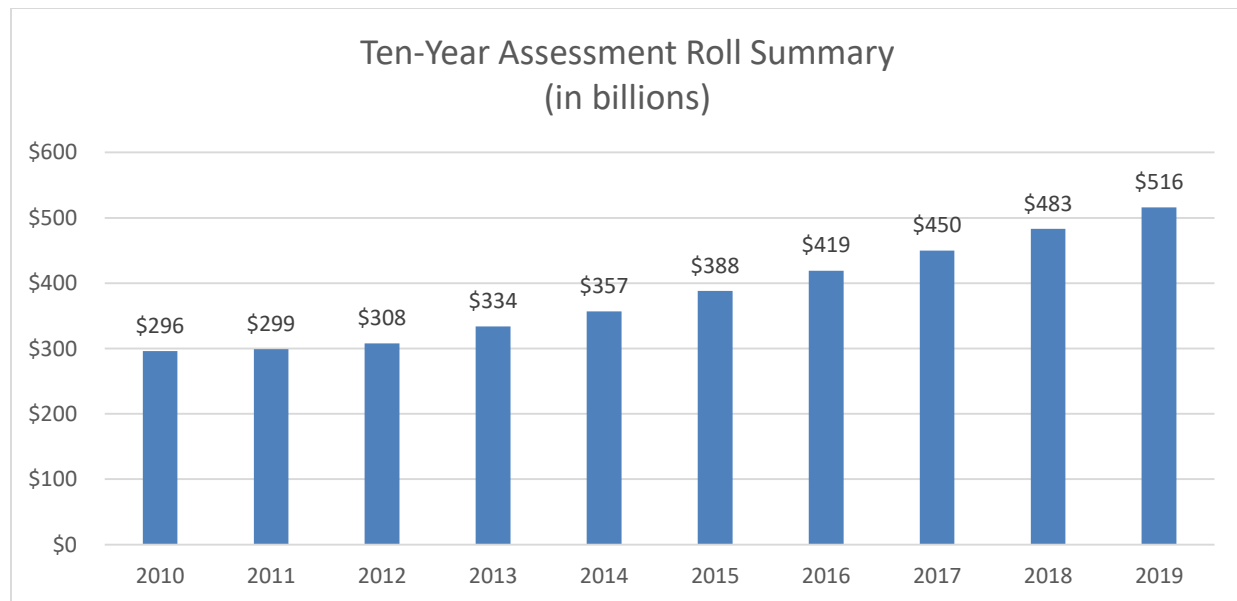
ANALYSIS (continued):

Property Tax

The 2019-2020 Assessor's Annual Report details Santa Clara County's longest post-recession recovery, which is well into the ninth year since the height of the Great Recession in 2009. "Following the Great Recession of 2008-2010, Silicon Valley continues to experience an unprecedented economic boom. The annual assessment roll topped \$516 billion, a 6.79 percent increase over the prior year. During the past ten years, the assessment roll has grown 70 percent, more than any time since the hyperinflation period in the early 1980's," said County Assessor Larry Stone.

Stone further commented, "The growth in assessed value is the direct result of several economic factors. For the first time in history, the Bay Area has four million jobs, fed by the technology sector..."

Santa Clara County Property Tax Summary



Source: Santa Clara County Tax Assessor's Office

As the table on the following page illustrates Los Gatos has benefited from the economic expansion as evidenced by year-over-year (YOY) roll growth in property assessment since 2010.

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DATE: January 11, 2020

ANALYSIS (continued):

Los Gatos Assessment Roll Growth

(values in billions)

	2011	2012	2013	2014	2015	2016	2017	2018	2019
Total Roll	8.37	8.68	9.46	9.99	10.63	11.54	12.29	13.15	13.84
Percent Growth	1.3	3.67	9.06	5.62	6.4	8.56	6.54	6.95	5.23

Source: Santa Clara County Assessors Annual Reports

For purposes of the Forecast, the "Base Case" utilizes a growth factor of 3% and the "Greater Growth" and "Lower Growth" scenarios utilize a 2% differential from the Base Case. In addition, the Forecast estimates additional property taxes of \$350,000 in FY 2021/22 and \$700,000 per year thereafter from Phase One development of the North 40 area starting in year 2022/23 of the Forecast. The "Less Growth Scenario" also assumes no distribution of supplemental Education Revenue Augmentation Fund (ERAF) monies after FY 2020/21 because of potential pending State legislation and the lack of certainty if there will be excess property tax revenue to distribute to cities/towns based on the State distribution methodology.

(values in millions)

Property Tax (Property Tax & VLF)	2020/21 Forecast	2021/22 Forecast	2022/23 Forecast	2023/24 Forecast	2024/25 Forecast
Greater Growth Scenario	\$19.0	\$20.5	\$21.6	\$22.7	\$23.8
Base Case Modest Growth	\$18.7	\$19.7	\$20.4	\$21.1	\$21.7
Less Growth Scenario	\$17.9	\$18.7	\$19	\$19.1	\$19.8

Sales Tax

Sales tax estimates are based on actual sales tax data and annual sales tax estimates for five years provided by the Town's consultant, MuniServices. For purposes of the Town's Forecast, MuniServices provides a "Most-Likely" scenario which serves as the "Base Case." In addition, their "Optimistic" scenario serves as the "Greater Growth" case and "Conservative" scenario is

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DATE: January 11, 2020

ANALYSIS (continued):

the "Lower Growth" case. In addition, they provide a "Recession Scenario" which is based on the weighted reduction in sales tax revenues in Los Gatos during the last four recessions since 1990. In the event future economic and sales tax receipt data warrants the use of the "Recession Scenario," staff will incorporate at that time.

With the passage of Measure G, the Forecast also incorporates MuniServices estimates on the additional district tax. In addition, the MuniServices estimates include additional proceeds from internet sales due to the 2018 Wayfair Court decision.

(values in millions)

Sales Tax	2020/21 Forecast	2021/22 Forecast	2022/23 Forecast	2023/24 Forecast	2024/25 Forecast
Greater Growth Scenario	\$8.5	\$8.5	\$8.7	\$8.8	\$8.9
Base Case Modest Growth	\$8.3	\$8.4	\$8.5	\$8.6	\$8.7
Less Growth Scenario	\$8.2	\$8.3	\$8.4	\$8.5	\$8.5

Transient Occupancy Tax (TOT)

CBRE Hotels Americas Research in its December 2019 Hotel Horizon report anticipates a continued industry slowdown through 2021. According to the research, year-over-year demand is expected to decelerate, and for occupancy levels to decrease in 2020 and 2021. For 2020, CBRE is forecasting an overall 0.7 percent decrease in occupancy for the nation's 60 major markets. The San Jose-Santa Cruz, market is forecast to lead the nation in supply growth with an increase of 9.2 percent. The average number of rooms per project in the development pipeline in San Jose-Santa Cruz is 122 rooms.

For purposes of the Forecast, the "Base Case" utilizes a growth factor of 0% from FY 2018/19 actual collections with a 1% differential for the "Greater Growth" and "Lower Growth" scenarios.

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DATE: January 11, 2020

ANALYSIS (continued):

(values in millions)

Transient Occupancy Tax (TOT)	2020/21 Forecast	2021/22 Forecast	2022/23 Forecast	2023/24 Forecast	2024/25 Forecast
Greater Growth Scenario	\$2.8	\$2.8	\$2.8	\$2.8	\$2.9
Base Case Modest Growth	\$2.7	\$2.7	\$2.7	\$2.7	\$2.8
Less Growth Scenario	\$2.6	\$2.6	\$2.6	\$2.6	\$2.6

Expense Assumptions

Forecasts of future operating expenditures take into account two key factors: cost escalation and new operating expenditures. Cost escalation refers to largely unavoidable increases in the cost of doing business. It includes inflation, multi-year contract costs, health care costs, and unfunded State mandates. Cost escalation also includes other unavoidable cost increases unique to a government organization, such as a rise in wages consistent with collective bargaining agreements. New operating expenditures refer to costs created by new or enhanced service programs approved during the annual budget process.

As a service organization, the delivery of Town services is highly dependent on labor which comprised approximately 56% of budgeted General Fund expenditures in 2019/20. The Town historically budgets vacant and non-sworn positions at top step of the range for the position. Sworn and management position are budgeted at one step higher of current step in anticipation of any merit increases expected to be awarded in the upcoming fiscal year.

Provided below are the expense assumptions for salary and benefits and alternate case scenarios for pension contributions. The majority of other expenses are assumed to increase at 3% per annum. Detailed expenditure assumptions and factors can be found in Attachment 4.

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SUBJECT: Discuss the Five-Year Forecast, Provide Direction on Other Budget Assumptions, and Provide Direction on the Preparation of the Town's FY 2020/21 Operating and Capital Budgets

DATE: January 11, 2020

ANALYSIS (continued):

Salary and Benefits

Salary

For the Forecast, positions are budgeted at the actual rate of pay of employees including benefits as of December 2019. Then, by position, salary costs are updated in accordance with the applicable Memorandum of Understanding (MOU) between the Town and its bargaining units. The Town has three bargaining units: the Town Employees' Association (TEA), the American Federation of State, County and Municipal Employees (AFSCME), and the Police Officers' Association (POA). The Memoranda of Understanding that outline the individual agreements between the Town and each unit related to compensation, health benefits, leave time, and grievance procedures will expire with TEA and AFSCME on June 30, 2021. POA's MOU will expire on September 30, 2021. However, all three agreements contain language that re-opens each agreement in 2020 to negotiate the specific topic of salary for the final year of the agreements. The Management and Confidential groups are unrepresented.

In addition to the economic terms of the MOUs, the Forecast assumes step increases for employees in applicable positions, and merit increases for Management and Confidential employees. No general wage adjustments are included in the Forecast starting in 2021/22 when bargaining group MOUs expire. In addition, no additional general wage adjustments have been included for 2020/2021 pending the outcome of the re-opener negotiations with the bargaining units. The Forecast will be updated accordingly based on labor negotiations with the Town's unions at that time.

(values in millions)

Salaries (Current MOUs)	2020/21 Forecast	2021/22 Forecast	2022/23 Forecast	2023/24 Forecast	2024/25 Forecast
Base Case	\$19.4	\$19.6	\$19.7	\$19.8	\$19.9

Pension Benefits

Unfunded long-term liabilities for Town employee pension plans and Other Post-Retirement Benefits (OPEB) continue to be a prominent issue with respect to the Town's long range financial planning and financial health. The Town's pension plans over the past several decades, like all other CalPERS participants, have experienced unfavorable investment returns,

SUBJECT: Discuss the Five-Year Forecast, Provide Direction on Other Budget Assumptions, and Provide Direction on the Preparation of the Town's FY 2020/21 Operating and Capital Budgets

DATE: January 11, 2020

ANALYSIS (continued):

changes in actuarial assumptions, and unfavorable demographic shifts which have outweighed any positive plan experiences.

For purposes of the Forecast, CalPERS provides projected employer Unfunded Actuarial Liability (UAL) contributions under alternate investment returns. As the table below illustrates returns higher than the expected return of 7% result in lower UAL contributions and returns lower than 7% result in higher UAL contributions.

UAL Town Contributions	2020/21 Forecast	2021/22 Forecast	2022/23 Forecast	2023/24 Forecast	2024/25 Forecast
(Misc & Safety)					
Greater Investment Return Scenario (12%)	N/A	\$4,669,000	\$4,827,000	\$4,632,000	\$4,245,000
Base Investment Return Case (7%)	\$4,272,000	\$4,827,000	\$5,301,000	\$5,595,000	\$5,895,000
Less Investment Return Scenario (1%)	N/A	\$5,034,000	\$5,918,000	\$6,828,000	\$7,946,000

CalPERS Actuarial Valuations as of June 30, 2018

For the year ending June 30, 2018, the Public Employees Retirement Fund (PERF) returned 8.6%. The table below illustrates the historic investment returns for five years, ten years, twenty years, and thirty years.

CalPERS Geometric Mean Rates of Return	5 Years	10 Years	20 Years	30 Years
Geometric Return	7.9%	5.7%	6.0%	8.3%

Five-Year Financial Forecast Alternative Scenarios

The tables below present the "Base Case" forecast contrasted against the two alternative scenarios of "Greater Growth" and "Lower Growth." As illustrated in the tables, even modest changes to the "Base Case" forecast can result in either additional surpluses or deficits during the forecast period. As indicated earlier in the report, staff believes the "Lower Growth" scenario is the plausible alternative scenario at this time.

SUBJECT: Discuss the Five-Year Forecast, Provide Direction on Other Budget Assumptions, and Provide Direction on the Preparation of the Town's FY 2020/21 Operating and Capital Budgets

DATE: January 11, 2020

ANALYSIS (continued):

(values in millions)

Original 5 Year Forecast "Base Case"	2020/21 Forecast	2021/22 Forecast	2022/23 Forecast	2023/24 Forecast	2024/25 Forecast
Total Revenues, Transfers & Use of Reserves	\$45.8	\$47.3	\$48.4	\$49.6	\$51.2
Total Expenses & Allocations	\$45.3	\$45.6	\$46.8	\$47.3	\$48.1
Original Surplus/Deficit	\$0.5	\$1.7	\$1.6	\$2.3	\$3.1

(values in millions)

Alternative Scenario "Greater Growth"	2020/21 Forecast	2021/22 Forecast	2022/23 Forecast	2023/24 Forecast	2024/25 Forecast
Total Revenues & Transfers	\$46.3	\$48.3	\$49.9	\$51.5	\$53.4
Total Expenses & Allocations	\$45.3	\$45.4	\$46.3	\$46.3	\$46.4
New Surplus/Deficit	\$1.0	\$2.9	\$3.6	\$5.2	\$7.0

(values in millions)

Alternative Scenario "Lower Growth"	2020/21 Forecast	2021/22 Forecast	2022/23 Forecast	2023/24 Forecast	2024/25 Forecast
Total Revenues & Transfers	\$44.8	\$46.0	\$46.8	\$47.3	\$49.2
Total Expenses & Allocations	\$45.2	\$45.8	\$47.4	\$48.5	\$50.2
New Surplus/Deficit	(\$0.4)	\$0.2	(\$0.6)	(\$1.2)	(\$1.0)

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SUBJECT: Discuss the Five-Year Forecast, Provide Direction on Other Budget Assumptions, and Provide Direction on the Preparation of the Town's FY 2020/21 Operating and Capital Budgets

DATE: January 11, 2020

ANALYSIS (continued):

One-Time Budget Considerations

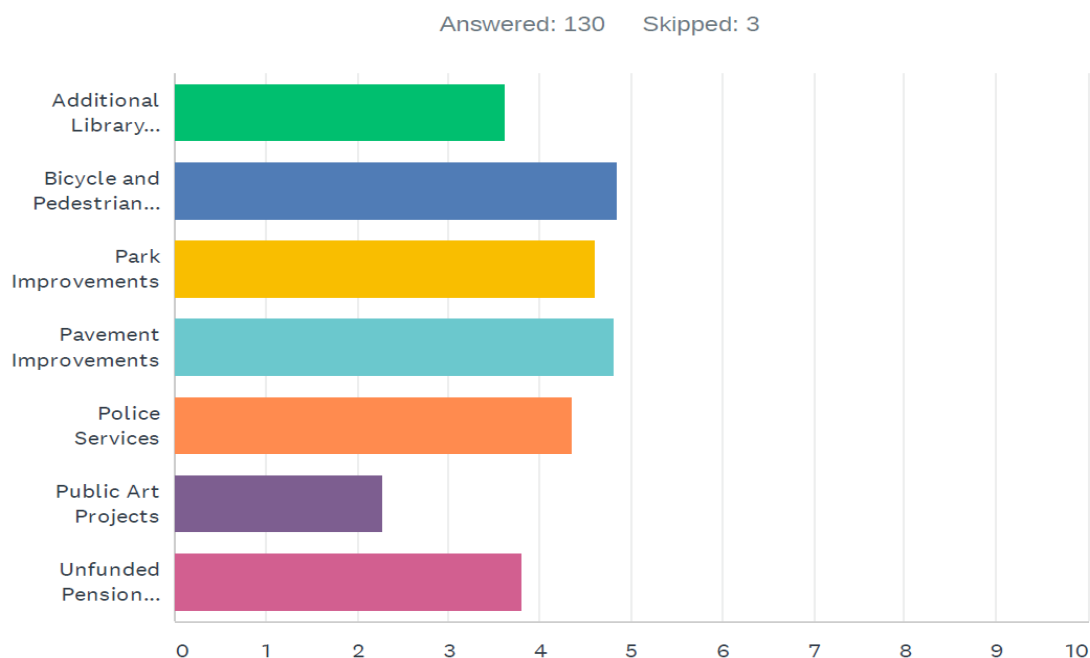
2020-2022 Strategic Priorities and Community Budget Survey

On January 14, 2019, the Town Council confirmed its ongoing priorities and expressed a desire to continue emphasizing the following if budgetarily feasible:

- Additional Discretionary Payments (ADPs) toward pension obligations
- Wildfire mitigation measures
- Implementation of the parking study
- Renewed sustainability efforts

In addition, the Town published its first online community survey regarding how residents would appropriate an additional \$1.0 million dollars toward the following services/issues. Following is the question posed to the public and results as of January 16, 2020:

1. Imagine that the Town of Los Gatos has a surplus of \$1 million in this year's budget. Where would you allocate the funds? Please rank the choices below in order of highest to lowest priority.



SUBJECT: Discuss the Five-Year Forecast, Provide Direction on Other Budget Assumptions, and Provide Direction on the Preparation of the Town's FY 2020/21 Operating and Capital Budgets

DATE: January 11, 2020

ANALYSIS (continued):

In addition, residents were able to provide comments related to the choices they made. A sample of resident's comments can be found in Attachment 5.

General Fund Reserves Status

At the close of the prior fiscal year, the General Fund balances were finalized and allocated according to the General Fund Reserve Policy. The following schedule presents the General Fund Reserve balances as of June 30, 2019 that were reported in the Town's audited Comprehensive Annual Financial Report.

General Fund Balance as of 6/30/2019	
Restricted for:	
Pension	\$5,015,316
Committed to:	
Budget Stabilization	\$5,419,222
Catastrophic	\$5,419,222
Pension/OPEB	\$4,232,500
Assigned to:	
Open Space	\$562,000
Sustainability	\$140,553
Capital & Special Projects	\$13,262,303
Carryover Encumbrances	\$413,729
Vehicle Maintenance and Store Reserve	\$1,040,375
To Workers' Comp	\$1,232,654
Compensated Absences	\$1,232,653
Total Fund Balance	\$37,970,527

SUBJECT: Discuss the Five-Year Forecast, Provide Direction on Other Budget Assumptions, and Provide Direction on the Preparation of the Town's FY 2020/21 Operating and Capital Budgets

DATE: January 11, 2020

ANALYSIS (continued):

The FY 2019/20 adopted budget has committed the Vehicle Maintenance and Store Reserve for the Downtown Revitalization/Streetscape capital project, the Workers' Comp Reserve to Workers' Compensation Fund, and \$152,000 of the Open Space reserve for an Open Space capital trail project. Assigned balances as reported above are subject to adjustment by Council discretion.

2019 Capital/Special Projects Reserve and Available Funds for Potential Reallocation

The June 30, 2019 CAFR General Fund Balance indicates approximately \$13.3 million in the Capital/Special Project Reserve. As illustrated in the table below, the \$13.3 million includes \$9.3 million of funds that were either previously allocated by Council action during the adoption of the FY 2019/20 budget, additional Council actions during the current budget year, and/or non-cash items. In addition, the five-year Capital Improvement Plan anticipates an annual transfer of \$550,000 from the General Fund Capital/Special Project Reserve to the General Fund Appropriated Reserve (GFAR) Fund to support the five-year plan. The remaining \$4.0 million can be reallocated from the Capital/Special Project Reserve to other Council priorities.

It should be noted, that if the funds are reallocated to priorities other than capital projects, there is currently no identified revenue source to replace these monies for future capital projects. The Town Council should provide specific direction on its recommendations for the use of the \$4.0 million.

General Fund Capital/Special Project Reserve and Funds for Potential Reallocation						
General Fund Capital/Special Project Reserve as of 6/30/2019					\$13,262,303	
FY 19/20 Budget & Council Actions	FY 20/21 5 Yr CIP	FY 21/22 5 Yr CIP	FY 22/23 5 Yr CIP	FY 23/24 5 Yr CIP	FY 25/26 5 Yr CIP	Total CIP & FY 19/20
\$5,858,207	\$550,000	\$550,000	\$550,000	\$550,000	\$550,000	\$9,252,118
Available for Potential Reallocation					\$4,010,185	

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DATE: January 11, 2020

ANALYSIS (continued):

In addition to the information provided in the table, staff has provided process and flow-of-funds diagrams for fiscal year surpluses and the Capital Improvement Program in Attachment 6.

CONCLUSION AND NEXT STEPS:

The Town Council should review and discuss the elements and assumptions of the Five-Year Forecast and other budget considerations. While the "Base Case" Forecast estimates moderate surpluses at this time, it is based on assumptions that are subject to change as shown with the alternative growth scenarios. As the Forecast is not a budget, there are no specific budget balancing recommendations being proposed at this time. The Town Manager will bring forward for Council consideration in May a balanced proposed FY 2020/21 budget.

Staff looks forward to answering the Town Council's questions and receiving any direction for the preparation of the proposed FY2020/21 Operating and Capital Budgets that results from the discussion. The Draft FY 2020/21 Operating and Capital Budgets will be available in May with the budget hearing tentatively scheduled for May 19, 2020.

COORDINATION:

This Report was prepared by the Town Manager's Office in coordination with the Finance Department.

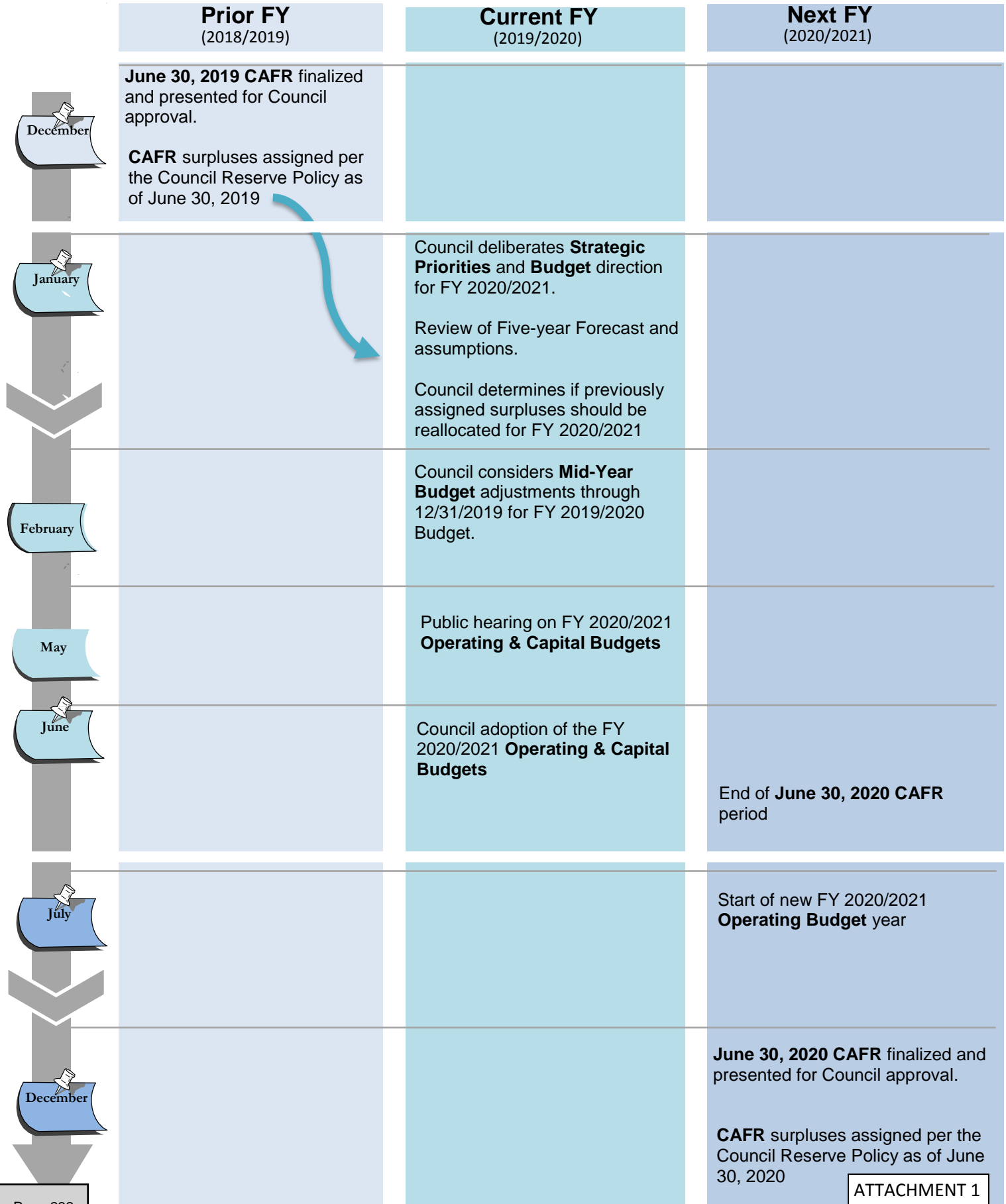
Attachments:

1. Budget Process Timeline
2. Major Revenue Categories
3. Revenue Baseline and Projection Factors
4. Expenditure Baseline and Projection Factors
5. Community Survey Comments
6. Fiscal Year Surplus Flow of Funds and Capital Improvement Program
7. Public Comment Received before 11 a.m. on January 17, 2020

TOWN OF LOS GATOS

ANNUAL BUDGET/CAFR CYCLE

ITEM NO. 12.



MAJOR REVENUE CATEGORIES

ITEM NO. 12.

Property Tax: Property tax budget projections are based on valuations projected by the Santa Clara County Assessor's Office, including transfer tax and other items. Town staff meets with the County quarterly to obtain the latest assessed valuation and assessment roll data used to forecast property tax revenues. Property Tax estimates are updated quarterly by the County.

Vehicle License Fee (VLF) Backfill Property Tax: VLF Backfill Property tax budget projections are based on valuations projected by the Santa Clara County Assessor's Office. VLF Backfill Property Tax estimates are updated quarterly by the County.

Sales Tax: Sales tax budget projections are based on sales tax and economic projections provided by the Town's consultant, MuniServices, who provides actual sales tax data and annual sales tax estimates for five years. The actuals and estimates include proceeds from the Los Gatos District Sales Tax and internet sales due to the 2018 Wayfair Court decision.

Franchise Fee: Franchise fee budget projections are based on current trends. Franchise fees are collected by the Town for the privilege of operating a utility service within Los Gatos. Franchise fees are currently received from Comcast for cable television, PG&E for gas and electric services, West Valley Collection and Recycling for solid waste collection services, and AT&T and Comcast for video services.

Transient Occupancy Tax: Transient Occupancy Tax budget projection is based on current trends. The TOT rate has changed from 10% to 12% as a result of voter approval in the November 2016 election.

Business License Tax: Business license tax budget projection is based on current trends. Business license FY 2020/21 baseline will be adjusted based on prior year actuals.

License & Permits: License and permits budget projection is based on current trends. License and permits consist mainly of building permit fees which are collected by the Town to offset administrative costs associated with overseeing the proper permitting aspects of development.

Town Services: Town services budget projection is based on current trends of activity in the Community Development Department. Town services consist primarily of planning, building, inspection, and engineering fees assessed on local building and development activity. Development fees and charges are based on a cost recovery basis.

Fine & Forfeitures: Based on actual revenue. Fines and Forfeitures are revenues received upon municipal infraction such as parking violation, library fines and other fines related to Town Code violation.

Interest: Based on monthly average of invested balance and the Town's weighted portfolio yield.

Other Sources: Based on actual revenue. This revenue reflects lease reimbursement revenue received from the Successor Agency to the Los Gatos Redevelopment Agency for 2002 and 2010 Certificates of participation debt service payment for the bond issues and other miscellaneous revenues.

Revenue Baselines and Projection Factors

ITEM NO. 12.

Type of Revenue	FY 2019/20	FY 2020/21 Forecast	FY 2021/22 Forecast	FY 2022/23 Forecast	FY 2023/24 Forecast	FY 2024/25 Forecast
Property Tax/VLF Backfill	Current baseline set by SCC Assessor Office 11/6/2019 report.	3%	3%	3%	3%	3%
Sales Tax	Current baseline set by MuniServices actual estimates per 1/10/2020 forecast.	Based on Actual Forecast	Based on Actual Forecast	Based on Actual Forecast	Based on Actual Forecast	Based on Actual Forecast
Sales Tax - Measure G	Current baseline set by MuniServices actual estimates per 1/10/2020 forecast.	Based on Actual Forecast	Based on Actual Forecast	Based on Actual Forecast	Based on Actual Forecast	Based on Actual Forecast
Franchise Fee	Current baseline set by FY 2019/20 Adopted Budget.	3%	3%	3%	3%	3%
Transient Occupancy Tax	Current baseline set by FY 2018/19 Actual proceeds.	0%	0%	0%	0%	0%
Business License Tax	Current baseline set by FY 2018/19 Adopted Budget.	0%	0%	0%	0%	0%
License & Permits	Current baseline set by FY 2019/20 Adopted Budget.	3%	3%	3%	3%	3%
Town Services	Current baseline set by FY 2019/20 Adopted Budget.	3%	3%	3%	3%	3%
Fine & Forfeitures	Current baseline set by FY 2019/20 Adopted Budget.	Varies	Varies	Varies	Varies	Varies
Interest	Current baseline set by FY 2019/20 Adopted Budget.	1.75%	1.75%	1.75%	1.75%	1.75%
Other Sources	Current baseline set by FY 2019/20 Adopted Budget.	Varies	Varies	Varies	Varies	Varies

Expenditure Baselines and Projection Factors

ITEM NO. 12.

The Town budgets vacant and non-sworn positions at the top step of the range of the position. Sworn and management positions are budgeted at one step higher than the current step in anticipation of potential merit increases in the upcoming fiscal year. For the Five-Year Forecast, positions are budgeted at the actual rate of pay employees including benefits as of January 1, 2020.

Type of Expenditure	FY 2019/20	FY 2020/21 Forecast	FY 2021/22 Forecast	FY 2022/23 Forecast	FY 2023/24 Forecast	FY 2024/25 Forecast
Salaries*	3%	3%	0%	0%	0%	0%
Benefit - Medical**	Current baseline set by FY 2019/20 Adopted Budget	7%	7%	7%	7%	7%
Operating Expenditures***	Current baseline set by FY 2019/20 Adopted Budget	3%	3%	3%	3%	3%
Grants & Awards	Current baseline set by FY 2019/20 Adopted Budget	0%	0%	0%	0%	0%
Utilities***	Current baseline set by FY 2019/20 Adopted Budget	3%	3%	3%	3%	3%
Internal Service Charges***	Current baseline set by FY 2019/20 Adopted Budget	3%	3%	3%	3%	3%
Debt Service	Current baseline set by FY 2019/20 Adopted Budget	Debt Service Schedules				

* Salary increases are based on actual step increases and bargaining units' negotiation.

** Benefit increase estimates are provided by CalPERS/Public Employees' Medical and Hospital Care Act (PEMHCA)

*** Based on historical trends.

The Town's required contribution estimates toward retirement and unfunded liabilities are provided by CalPERS as a percentage of current payroll. The actual percentages used in the forecast are summarized in the table on the next page. CalPERS employer contributions are shown as percentage of payroll.

Type of Expenditure	FY 2019/20	FY 2020/21 Forecast	FY 2021/22 Forecast	FY 2022/23 Forecast	FY 2023/24 Forecast	FY 2024/25 Forecast
Safety POA	52.22%	58.97%	63.67%	67.32%	69.09%	70.82%
Safety Management POA	55.22%	61.97%	66.97%	70.32%	72.09%	73.82%
Safety POA - PEPPRA	15.02%	15.94%	15.99%	15.93%	13.9%	13.9%
Miscellaneous TEA/Confidential/Management	33.18%	34.23%	36.30%	37.86%	38.52%	39.15%
Miscellaneous TEA/Confidential/Management PEPPRA	33.18% Separate PEPPRA rate for Miscellaneous has not been established yet by CalPERS.	37.43%	40.14%	42.42%	43.74%	44.74%

Q3 For the category that you ranked as the highest priority, please provide a specific example of a project or service that you'd like to see the funds support. For example, if you picked Police Services, a specific example could be additional traffic enforcement.

Answered: 112 Skipped: 21

#	RESPONSES	DATE
1	Promotion of Green Monday and plant-based eating in Los Gatos.	1/16/2020 11:13 AM
2	Support the Park Improvements with planting more trees, a large community garden, litter pick-up, cleaning waterways, a community bee colony, a community solar installation on a public building. Either a new group or more responsibility to the park employees.	1/16/2020 9:37 AM
3	More user friendly and self explanatory bike/pedestrian paths, trails, lanes, storage, etc.	1/16/2020 9:33 AM
4	More children's programs	1/16/2020 8:37 AM
5	Fund the pensions. Self explanatory.	1/15/2020 10:07 PM
6	Fix the streets and traffic speed mitigation of key locations.	1/15/2020 9:17 PM
7	Crime enforcement	1/15/2020 8:08 PM
8	Mobility that supports a walkable community is core to who Los Gatos is, particularly with those neighborhoods adjacent to downtown. There are several streets that have yet to get the much needed sidewalks despite all the money invested in almond grove repavements.	1/15/2020 8:06 PM
9	safer/separated walking areas down shannon, and kennedy rds. Safer crosswalks on those streets and LG blvd.	1/15/2020 7:03 PM
10	Traffic enforcement.	1/15/2020 5:58 PM
11	I would include in parks, the grounds of the schools. Some of the elementary schools (especially Daves grounds) are a dangerous mess and could be used more by the community if it was not full of holes. We also need more soccer fields, as everyone knows.	1/15/2020 5:26 PM
12	Overtime I would like to see more small corner parks within down town - demolish that hideous Chase building and put in a small park	1/15/2020 5:00 PM
13	Pay down unfunded pension liability. The large liability will hurt our ability to fund #2 through #7 in the future. Also find ways to reduce the growth in the pension obligation, e.g. hire only employees who are covered by PEPRA in general and for police services, hire only people with less than 5 years in the pension system	1/15/2020 4:21 PM
14	definitely traffic enforcement in the summer when the roads are clogged because drivers block intersections	1/15/2020 4:19 PM
15	Traffic enforcement of course, but keep LG a safe town as we grow and the communities around us grow as well	1/15/2020 4:00 PM
16	More dedicated/painted bike lanes.	1/15/2020 3:52 PM
17	Additional Police Officers	1/15/2020 3:43 PM
18	Expand to Complete Streets...safety is top priority	1/15/2020 3:30 PM
19	Parking enhancement options for the library to make it easier to visit as well as additional resources which they always need. (valet parking? shuttles? I'm not sure but it's super difficult to park down there for a length of time.)	1/15/2020 3:11 PM
20	increase force to establish a better presence in east los gatos	1/15/2020 2:32 PM
21	Many public service employees have pension plans that are not presently adequately funded. If Los Gatos school and other public service employees are in this category, we need to take care of it. These employees accepted less pay, understanding that they would their deferred pay as retirement benefits. We OWE it to them!	1/15/2020 2:22 PM
22	More pedestrian crossings and improvement to existent crossings in terms of visibility and reduced crossing distance at crossing points. Especially downtown but everywhere	1/15/2020 1:42 PM
23	Upgrading of the Creektrail to incorporate fitness equipment, more benches, water fountains and trash can. Also include more art work along the route. Put a wall between the 17 and trail on the bit that is exposed to make it less exposed and ensure safety of pedestrians and a nicer experience in general. The Creek trail a great asset for LG residents and more should be done to highlight it.	1/15/2020 1:39 PM
24	Making Santa Cruz Ave pedestrian only or one way. Highway 9 traffic approaching downtown	1/15/2020 12:19 PM

needs to be slowed down earlier and the pedestrian crossing there needs to be safer.

25	Safer route on blossom hill over hwy 17	1/15/2020 12:00 PM
26	More youth programs at the library, specifically, computer games or other types of games that bring together youths for social, educational activity.	1/15/2020 11:47 AM
27	Nothing specific comes to mind, I just believe that we should do everything possible to get people out of cars and on their feet/bicycles. It's good for the environment and personal health. So I would prioritize this first.	1/15/2020 11:02 AM
28	We need to provide more safety measures around Van Meter and Blossom Hill Elementary schools for our children. Blossom Hill Rd and LG Blvd have become high speed zones with distracted drivers and red light runners. Installing speed bumps, roundabouts, or any other effective to measure to get drivers to pay attention and slow down needs to be of utmost importance. We are relying on a few crossing guards to keep our children safe in a very dangerous driving environment!	1/15/2020 10:20 AM
29	Fixing worst streets in the town, and rough roads/potholes in general.	1/15/2020 10:06 AM
30	All potholes filled and no rough roads	1/15/2020 10:01 AM
31	More visibility in traffic enforcement around town, in neighborhoods ie: Wedgewood Ave	1/15/2020 9:58 AM
32	n/a	1/15/2020 9:40 AM
33	road closures/alt routes/etc	1/15/2020 9:10 AM
34	more detectives to search for and catch criminals including the smaller crimes of shoplifting, car break -ins, stealing delivered packages etc.	1/15/2020 9:05 AM
35	Make Shannon more bike friendly. It is a major bike corridor to points south and is too narrow for cars, let alone bikes and cars.	1/15/2020 8:48 AM
36	Change to one-lane with wider bike path (as like BHR by the park).	1/15/2020 8:45 AM
37	Please replace all aging "slurry" pavement streets in town. The aggregate comes off daily and is a slipping hazard. Every street in town should look well kept with asphalt.	1/15/2020 8:29 AM
38	more police patrolling...education on burglary prevention in our neighborhoods, education on where to place cameras on our properties to prevent theft. clean our freeway on ramps and off ramps from garbage	1/15/2020 8:13 AM
39	Paying off pension liabilities secures financial health of town.	1/15/2020 7:48 AM
40	Creating more pedestrian and bicycle pathways helps create better communities by bringing folks out and effectively reduce traffic congestion, policing requirements and pollution.	1/15/2020 7:27 AM
41	More police	1/15/2020 7:21 AM
42	Control the traffic lights at the intersections of Highway 9 and a) Univesity Ave and b) Santa Cruz Ave, to improve traffic flow.	1/15/2020 7:01 AM
43	Pay down the Town's portion to the State to pay let interest in the future.	1/15/2020 6:49 AM
44	Pension debt will eventually wipe out the funds needed for all o the other projects.	1/15/2020 6:43 AM
45	Adding Sidewalks/ bike lanes on SHannon Rd.	1/15/2020 5:06 AM
46	Bicycle lane improvements particularly along Blossom Hill west of Union Ave where no shoulder exists today. The only way to safely bicycle along this corridor today is to weave through the neighborhoods which is pleasant but not very efficient. Additionally in the evenings Blossom Hill can be very congested and dangerous for non-automobiles. Beautification along LG Almaden Rd West of Union.	1/14/2020 10:40 PM
47	More playgrounds for children, additional hiking trails in different ecosystems for varying ability levels (Belgatos & Heinz trails get very steep quickly	1/14/2020 10:39 PM
48	more reading materials; more cultural programs	1/14/2020 10:36 PM
49	Modified Shaded Fuel Breaks for all Los Gatos public roadways in the WUI, specifically the VHFHZs.	1/14/2020 10:32 PM

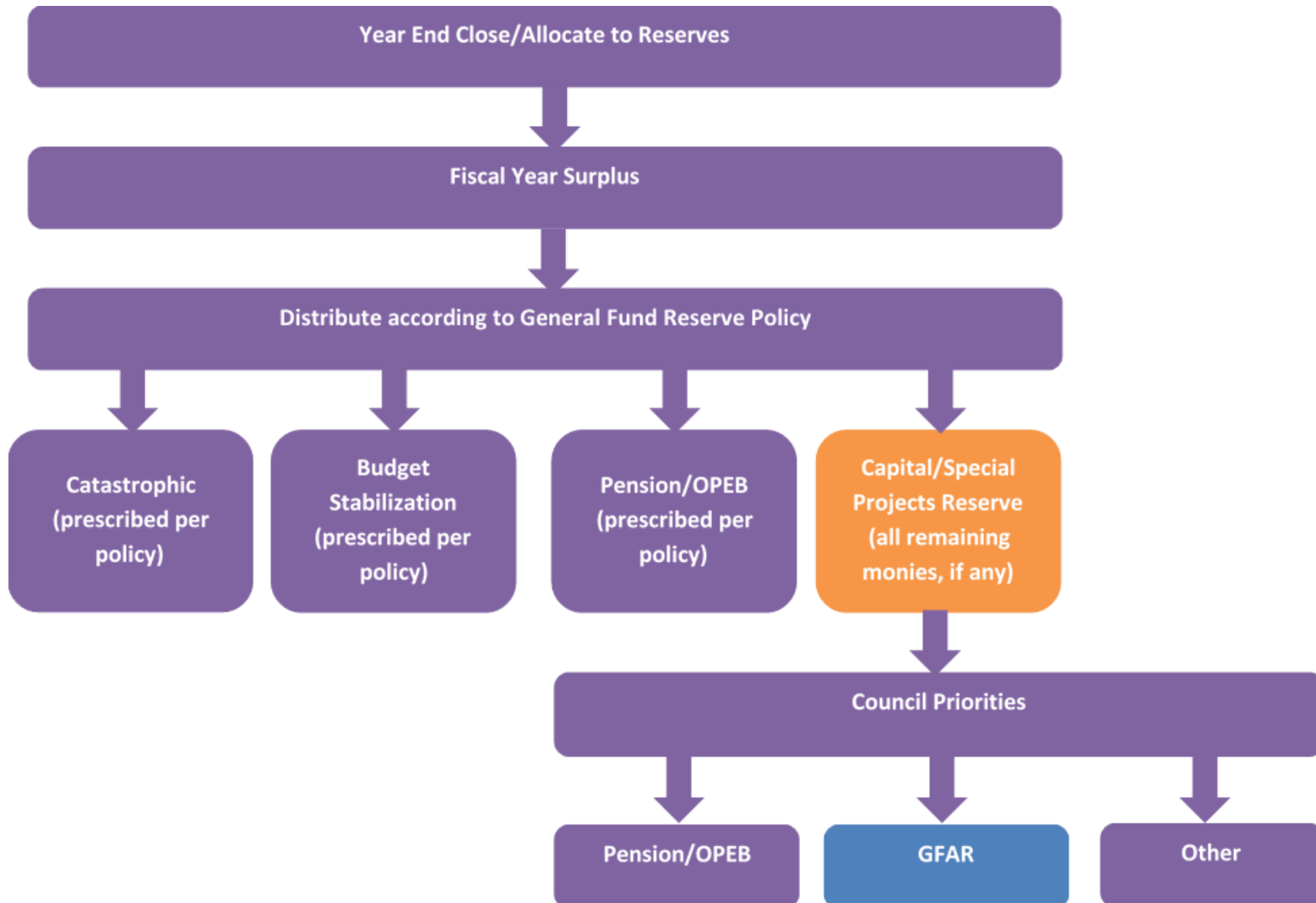
50	listed in description above	1/14/2020 10:08 PM
51	Additional traffic enforcement.	1/14/2020 10:08 PM
52	Rent control in Los Gatos should be maintain even if a new landlord buys an old building here. That means your rent control law is useless because people use the loop holes to change your so called rent control.	1/14/2020 10:04 PM
53	Restroom at Bachman. fenced in dog run at Bachman. Better playground equipment. RESTOCK THE CREEK WITH FISH (give the youth something to do) Creek trash cleanup.	1/14/2020 9:44 PM
54	Slower traffic measures and mid-road school zone signs around schools and nearby intersections for BH Elem, Van Meter Fisher and Dave's if needed	1/14/2020 9:36 PM
55	More programs at Los Gatos parks, such as the summer concert series or movie nights.	1/14/2020 9:29 PM
56	We would love to have an off leash dog park in town! We are tired of driving to CAMPBELL!!!	1/14/2020 9:10 PM
57	Build an above parking garage - attractive like Santa Barbara - and it will bring many more people to town - also save us from summer weekend traffic standstills.	1/14/2020 9:04 PM
58	I don't have a specific idea, but it can be difficult to navigate the cars/bikes/people on Main St., so I would support any plans to make this easier/safer.	1/14/2020 9:00 PM
59	I think the police Dept does a great job making the Town feel safe. They may improve on the summer traffic situation	1/14/2020 9:00 PM
60	Parking garage	1/14/2020 8:46 PM
61	For Library Services - more programs & resources in support of STEM/STEAM; additional staff & library hours	1/14/2020 8:29 PM
62	Paved pedestrian walk on major routes to schools to begin with - for example on Kennedy.	1/14/2020 8:23 PM
63	ADA upgrades to parks and a new all inclusive playground at Oak Meadow Park.	1/14/2020 8:13 PM
64	I'd like the pension to be fully funded so as to make sure retired staff are fully provided for and the town does not face a lawsuit.	1/14/2020 8:12 PM
65	Tax Reduction. Just because you can compel revenues from constituents does NOT mean you should spend any excess you have confiscated. Give it back. NONE of the other priorities are so overwhelming that you should not return the excess. BTW, Public Art and Pension "obligations" should NOT be on any list of real priorities. Art is TRULY subjective. Art should come to the public through philanthropic donation, not taxation. Pensions are an anachronistic remnant of a long gone era. No one, except for government employees receive a pension. Unless and until the private sector offers a majority of its employees a pension should government offer its employees one. That government has undunded pension liabilities is a casualty of BAD management and NOT the responsibility of the taxpaying public. Let the bad negotiators bear the burden.	1/14/2020 8:00 PM
66	More police presence for watching / ticketing speeders / unsafe drivers and for crime watch in our neighborhoods. On Nextdoor I read a lot about home break ins, doorstep package theft and cars and also robberies. Let's put the pressure on these individuals to show the police care and will take action. I also live just off Blossom Hill road and see lots of speeders and people who run red lights. Super dangerous! The Los Gatos police could also make a ton of extra money for the town by ticketing these individuals while making our town safer in the process - win/win!	1/14/2020 7:54 PM
67	God pot holes	1/14/2020 7:32 PM
68	LG unfunded pension liabilities is a "ticking time-bomb"...that could bankrupt the town...	1/14/2020 7:26 PM
69	a public service officer available in one of the two locations, and advertised as the primary contact for questions and concerns, as it is now, it seems that officers--sometimes out on patrol--have to return to the station to deal with issues that are not critical, also, it was unclear to me as a member of the general public where I should go to get questions asked	1/14/2020 7:25 PM
70	Put the money in the bank	1/14/2020 7:17 PM
71	Unfunded pension liabilities are a disaster waiting to happen. I don't want us to be a Stockton or Vallejo.	1/14/2020 7:16 PM

72	If the town has made pension commitments to its workers, these should be funded.	1/14/2020 7:01 PM
73	Add additional bike lanes. For existing bike lanes, keep them clean of debris and with smooth pavement (los gatos-saratoga road needs work)	1/14/2020 7:01 PM
74	Pay down the crippling pension debt. It costs us 7%	1/14/2020 7:01 PM
75	Some low income housing on the north 40 would make sense.	1/14/2020 7:00 PM
76	Reduce pension liability	1/14/2020 6:58 PM
77	Improved (functioning) water fountains and water bottle refill stations at all town parks combined with lower water bowls for pets to drink from. Sail type shades or something similar over Oak Meadow and Blossom Hill parks play structures. They are unusable in the summer months past 9am because of the plastic temperature. A more kid friendly splash pad aside from the one in town plaza (oak meadow?). There are great examples in neighboring towns parks.	1/14/2020 6:29 PM
78	The planning commission should directed and be amply funded to poll the public and develop a comprehensive plan to insure that downtown development meets stringent criteria that addresses the look and feel.	1/14/2020 6:26 PM
79	Ah, yes. You guessed my concern. Traffic enforcement would be my pick.	1/14/2020 6:12 PM
80	Absolutely traffic enforcement. It's an issue especially near the schools. But I live on Bayview and less than 10% of drivers stop at the stop signs. We need enforcement. These fees that are collected could go a long way toward paying for necessary services.	1/14/2020 6:11 PM
81	Aren't we obligated to pay promised pensions?	1/14/2020 6:07 PM
82	Crime prevention	1/14/2020 5:57 PM
83	Pavement Improvement i.e. beach traffic abatement	1/14/2020 5:55 PM
84	Roads are terrible, need major maintenance and improvements. Bike lane changes are a waste of money - no aware of any incidents that warranted this expense (green lanes, cones, etc.).	1/14/2020 5:54 PM
85	Unlike Sunnyvale and Cupertino and most other communities, we have virtually no public art in Los Gatos. Also would like to see more art programs/shows etc.	1/14/2020 5:45 PM
86	Cameras on street corners to identify speeders and vandals to make the Almond Grove area more safe.	1/14/2020 5:35 PM
87	More traffic enforcement by our police services.	1/14/2020 5:34 PM
88	More safety measures for pedestrians and bicycles	1/14/2020 5:26 PM
89	Unless you are counting on Calpers, which I wouldn't, this town might have a big problem down the line with pension benefits	1/14/2020 5:25 PM
90	I picked unfunded liabilities because I have heard so much about it at the meetings and it seems like just that specific thing is such a looming issue that it needs to be a top priority.	1/14/2020 5:23 PM
91	Traffic calming/enforcement and neighborhood patrols. FYI, This came to mind before reading your example in #3.	1/14/2020 5:22 PM
92	Pedestrian safety improvements on hiway 9, maintenance of residential sidewalks, finish putting handicapped ramps on all street corners, and better cleaning/maintenance of bike lanes on hiway 9	1/14/2020 5:19 PM
93	Kennedy has had a pothole close to the light for years. Shouldn't cost a lot to fix it, but it was ignored when all the other roadwork was done last summer.	1/14/2020 5:18 PM
94	Convene leaders from these fields plus investors and supporting businesses to understand how Town could create a preeminent innovation environment in the business district. May involve zoning changes and incentives for these type of businesses to locate here. At scale, a vigorous innovation environment can counter the challenges of traffic, housing, and retail uncertainty.	1/14/2020 5:18 PM
95	Just want there to be enough police to be able to answer calls as needed, and for them to be supported.	1/14/2020 5:17 PM
96	No specific street. Just make sure that all are paved, markings are clear and bright, signs are in place, and street lamps are lit. In general, there should be no excuses for anyplace in town to	1/14/2020 5:13 PM

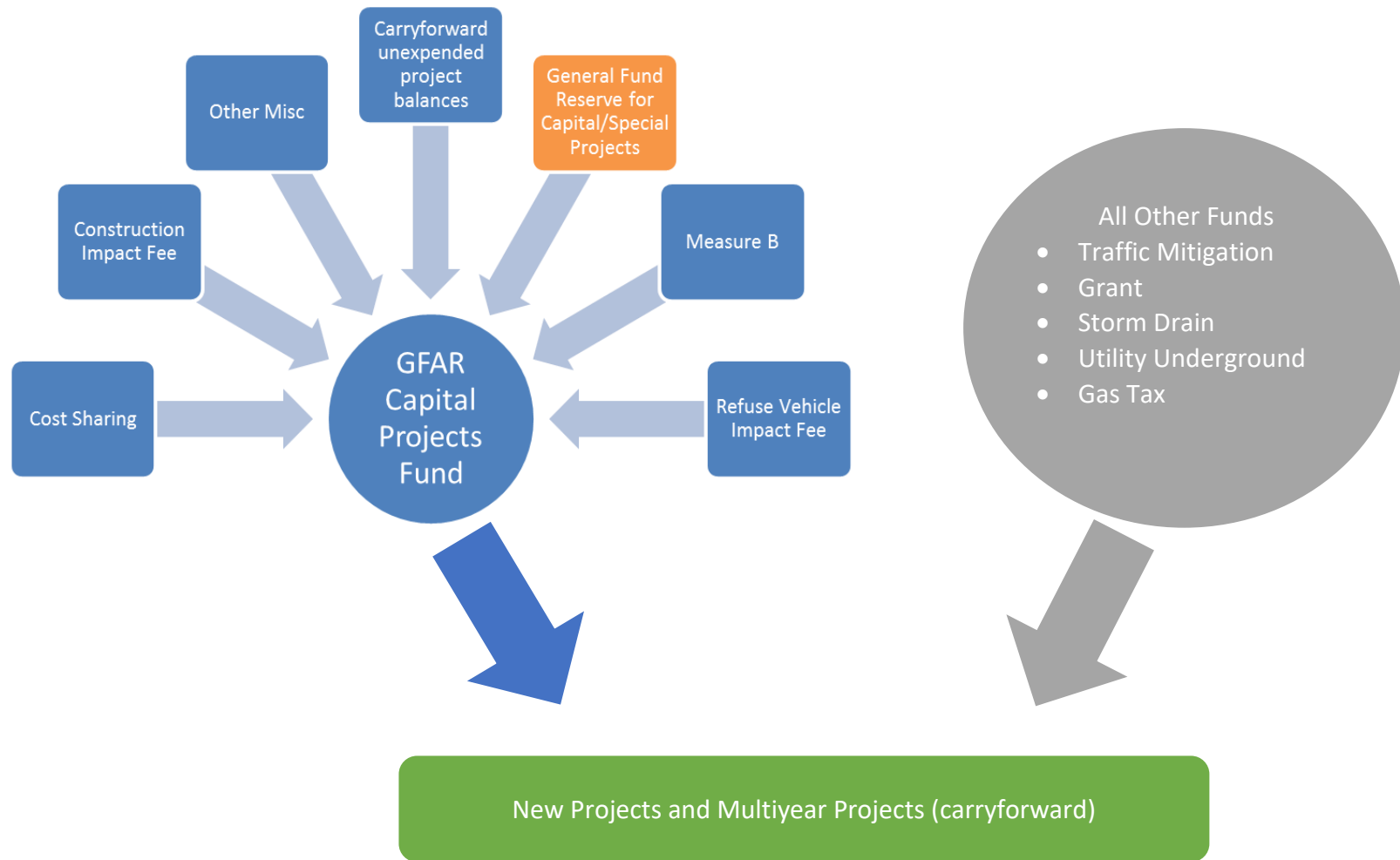
be in poor condition, and have inoperable equipment and signs.

97	Police Service is #1. Protection of our residents and their personal property and our students. Traffic enforcement, traffic safety programs. Road improvements and save for unfunded pension programs.	1/14/2020 5:13 PM
98	We spend way too much on police relative to the value received. Police are going to bankrupt our little town.	1/14/2020 5:09 PM
99	Overall improving long-term solvency.	1/14/2020 5:07 PM
100	Traffic control especially in residential neighborhoods & around schools. We need to make this community a safer place for pedestrians. This is beyond beach traffic weekends.	1/14/2020 5:05 PM
101	More visible patrolling of neighborhoods (improved police presence), especially during the workday hours.	1/14/2020 5:04 PM
102	Additional police to improve their street presence.	1/14/2020 5:04 PM
103	I would love to experience Los Gatos as a town vs. a drive thru for beach traffic and believe we can find some way to combine a plaza that will draw many to stay and linger and enjoy our wonderful town and dissuade driving through....	1/14/2020 5:03 PM
104	parking enforcement	1/14/2020 5:00 PM
105	I think connectivity by pedestrian pathways, bike lanes, and public transit should be our highest priority. I work in San Jose and would prefer not to drive, but have no other choice.	1/14/2020 5:00 PM
106	no more potholes. Re-time street lights on Los Gatos Blvd and on /university and Highway 9.	1/14/2020 4:59 PM
107	We have a lot of streets that need work. We have delayed maintenance for a long time. Even though we have been working on it , it's time to catch up.	1/14/2020 4:56 PM
108	Transition employee retirement plans from defined benefit to defined contribution.	1/14/2020 4:55 PM
109	It is our duty to fund or renegotiate pension obligations.	1/14/2020 4:53 PM
110	Vegetation clearing.	1/14/2020 4:52 PM
111	The library is a hub for our community. They should have funding for expanding programs and partnerships with other service agencies	1/14/2020 4:51 PM
112	Highest #1 priority is reducing unfunded pension liabilities. You do not need any more info than that.	1/14/2020 4:50 PM

Fiscal Year Surplus Flow of Funds



Capital Improvement Program



Subject: Public Comment on Item 12: 2020-2021 Budget Assumptions Jan 21 Town Council Meeting
Attachments: LGTCRTDMemo2021BudgetForPayroll_010820.docx

From: Terry Duryea [<mailto:tduryea@aol.com>]
Sent: Thursday, January 16, 2020 10:48 PM
To: Laurel Prevetti
Cc: Arn Andrews; Stephen Conway
Subject: Public Comment on Item 12: 2020-2021 Budget Assumptions Jan 21 Town Council Meeting

Hello Laurel

I've attached a letter to the Town Council as an Addendum to the advance material.

I could have had this to you well before 11:00AM Thursday for inclusion in the regular packet, but not having access to the agenda prior to that time, I didn't know if it should be presented as part of an agenda item for a general public comment. Is there a way for the public to get access to the agenda before the Thursday morning before the Town Council Meeting?

Please let me know if I need to do anything else to ensure it is included in the Monday, January 20 Addendum.

Thank you,
Terry Duryea

January 16, 2020

From: Terry Duryea

To: Mayor and Council Members

Subject: Item 12: Request that Town Follow GFOA best practices for preparing 2020-2021 budget for Salaries and Wages

I ask you, the Town Council, to request Town Staff to adopt the GFOA's (Government Financial Officers Association) best practices for "Effective Budgeting of Salary and Wages". This requires the Town to change the assumptions they have used in the past when budgeting salary and wages. Currently the Town budgets salary and wages at the top of the wage scale for all employees.

I raise this issue today because I was told by Town Staff at a recent Finance Committee meeting that Staff looks to Town Council for budget direction and to determine the budget assumptions.

So what are GFOA's best practices?

Per the GFOA "[it] encourages every government to consider forecasting procedures that would result in more accurate expenditure projections, especially as they relate to personnel". The GFOA adds "[A] consequence of slowing revenues is the need for greater control over expenditures."

I included a list seven of GFOA's best practices as an appendix to list letter, but in summary, they include adjustments for expected vacancies, start dates for open positions, and normal attrition and retirements. You can see the intent is for the budget to reflect expected salaries, not a theoretical model of top of the wage scale.

Why am I focusing on Salary and Wages? When combined with benefits, they are the most significant portion of the Town's budget, representing over 70% of the Town's total operating costs in the current General Fund budget. It's no surprise that 5 year trended Salaries & Benefits in the following schedule (from page C-7 of the 2020 budget) have been growing at a fast rate than other Expenditures.

		General Fund			
	2015/16	2016/17	2/17/2018	2018/19	2019/20
EXPENDITURES	Actuals	Actuals	Actuals	Actuals	Adopted
Salaries & Benefits	\$21,342,278	\$21,884,855	\$23,574,425	\$26,991,828	\$30,910,359
Operating Expenditures	8,137,858	8,896,209	9,457,424	13,479,718	9,869,872
Grants & Awards	194,155	209,381	194,808	233,472	222,500
Internal Service Charges	3,539,936	3,552,157	3,867,445	2,459,829	2,253,620
Total	\$ 33,214,227	\$34,542,602	\$37,094,102	\$43,164,847	\$43,256,351

The Town's historic methodology for budgeting salary and wages at the top of the scale results in the Town underspending budget by \$2M to \$3M a year. You might say this is good. I would say it's only half good. It makes it impossible to monitor expense control of wages and salaries and distorts resource allocation decisions.

There is one benefit for the Town's current approach. This cushion buried in salary & wages provides funds at the end that can be added to reserves to fund special projects.

It's nice to have these funds at the end of the year. I'm suggesting that the Town continue to have a reserve in the budget. My request is for transparency, i.e. that the "cushion/reserve" not be buried in the Town's largest cost category. Specifically, I'm asking the Town Council to ask staff to give transparency to the cushion/reserve. For example, it could be a separate budget item called "reserve for mid-year/end of year adjustments", rather than buried in Salary & Wages.

In each year's CAFR, the Town states that the underspending compared to budget is due to operating efficiencies. But there is no way to monitor the accuracy of this statement under the Town's current budgeting process. There is a way to monitor and verify this with the requested change in the budgeting assumptions.

My second request is that the Town Council ask the Town Staff to breakout the single number of Salary & Benefits into 3 numbers—one for salary & wages, one for pension costs and one for OPEB benefits. This greater transparency will make it easier to monitor Town Staff's management of salary and wage costs, and to understand the impact the increasing pension costs and OPEB costs are having on total Employee costs.

In summary, I would like the Town Council to direct the Town Staff to:

1. Adopt GFOA recommended best practices in budgeting for salary & wages in the 2021-2022 budget
2. Breakout Salary & Benefit costs into the following 3 components in all reporting to Town Council & the public.
 - a. Salary & wages
 - b. Pension benefit costs
 - c. OPEB benefit costs
3. And a new request: If you are not comfortable asking the Town Staff to make these changes, ask the Town Staff to put this topic on the agenda of the February 3 Town Council Finance Committee meeting.

Respectfully submitted

Terry Duryea

Appendix to January 16, 2020 Letter to Town Council

The GFOA best practices indicates governments should consider the following items to more effectively budget salary and wages:

- "Vacancy adjustments"
- "Start dates" for open positions
- "Trends—recognize there will be some vacancies and "and it may be prudent to include a hiring lag"
- "Frozen or eliminated positions [if] they are intentionally being left vacant
- "Attrition (planned retirements) should be considered "for those positions where employees have indicated specific retirement dates"
- The GFOA doesn't explicitly address budgeting at the top of the salary scale, but it implies that current salary should be used
- "Collective bargaining units"—the budget needs to be built on current contract terms. When doing a longer term forecast that extends beyond the current contract, GFOA best practices states "cost-of-living adjustments often are used when forecasting personnel costs"

The GFOA best practices also offer a few suggestions to reduce wage and salary costs. They include:

- Use of volunteers which "is becoming increasingly common", and

- Use of “seasonal and temporary positions” for departments with an uneven workload over the year



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/21/2020

ITEM NO. 12.

ITEM NO: 12

DESK ITEM

DATE: January 21, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Discuss the Five-Year Forecast, Provide Direction on the Other Budget Assumptions, and Provide any Specific Direction for the Preparation of the Town's Fiscal Year 2020/21 Operating and Capital Budgets

REMARKS:

The summary table on page 2 of the staff report was not updated prior to posting to reflect the pension scenario analysis. The base case scenario was reflected correctly but the less growth and greater growth summaries have been revised. The summary tables on page 13 of the report were correct.

(values in millions)

Scenario Surplus/Deficit	2020/21 Forecast	2021/22 Forecast	2021/22 Forecast	2023/24 Forecast	2024/25 Forecast
Greater Growth Scenario	\$1.0	\$2.9	\$3.6	\$5.2	\$7.0
Base Case Modest Growth	\$0.5	\$1.7	\$1.6	\$2.3	\$3.1
Less Growth Scenario	(\$0.4)	\$0.2	(\$0.6)	(\$1.2)	(\$1.0)

In addition to the above revision, a Councilmember requested that staff respond to public comment received to date. Following are staff responses to the comments which directly relate to Item #12 as it appears on the agenda. Public comments not directly related to the item are not be addressed at this time in conformance with the Brown Act.

PREPARED BY: Stephen Conway
Finance Director

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

SUBJECT: Discuss the Five-Year Forecast, Provide Direction on Other Budget Assumptions, and Provide Direction on the Preparation of the Town's FY 2020/21 Operating and Capital Budgets

DATE: January 21, 2020

REMARKS (continued):

Why does the Town build a 5-year forecast using a format which presents expenses by natural expense category (such as salary, benefits, utilities, etc.) as opposed to the format presented in the Comprehensive Annual Financial Report (CAFR) where expenses are presented by government activity (such as public safety, general government, etc.)? If the 5-year forecast used the CAFR format, Council could compare historical actuals by government activity to the projections. The 5-year forecast format that is being used does not present any historical information. Only a budget vs budget view is presented. Furthermore the 5-year format is not used in the CAFR and therefore it is impossible to track audited numbers with this format. Why not adopt the CAFR format to develop a 5-year forecast? I have attached the relevant page from the 2019 CAFR which compares the original adopted budget to actuals. This in itself is enlightening.

The 5 Year Forecast is a planning tool compiled at a higher summary level intended to provide the Council with a forward glimpse of total General Fund anticipated revenues above or under expenditures for the next five years. This tool enables the Council to understand any potential constraints/opportunities for multi-year policy initiatives or staffing augmentation. The nature of the forecast presentation is intended to differ from the more detailed line item/departmental summaries as provided in the annual budget and CAFR documents. The Forecast helps establish the context for the more detailed presentations compiled for the proposed budgets. To illustrate the difference between document intent, there are certain items such as lease payments and debt service between the Town and the Town's Redevelopment Successor Agency that are eliminated for the CAFR presentation, making comparisons confusing, with multiple reconciling items. While the Town can forecast salaries and benefits in total for all Town staff in the 5-Year Forecast, staff does not know the allocation of actual staffing (Full Time Equivalent allocations to Town's budgeted programs) until the FY 1920-21 proposed budget is compiled and adopted by Council.

Why does the 5-year forecast not show the "beginning" and "ending" General Fund Balance for each forecast year? How does the Council know the impact on the General Fund Balance over the 5-year period?

The Forecast was not developed for this purpose. The Forecast's primary purpose focuses on the question of whether or not there are anticipated surpluses or deficits that will be added to the fund balances in the future based upon current projections of total revenues and expenditures. Ending audited fund balances are actually reported in the Town's CAFR and projections of fund balances for the next year also presented in the Town's annual proposed budget in the Financial Summaries section.

SUBJECT: Discuss the Five-Year Forecast, Provide Direction on Other Budget Assumptions, and Provide Direction on the Preparation of the Town's FY 2020/21 Operating and Capital Budgets

DATE: January 21, 2020

REMARKS (continued):

Why does the format not show an "excess/(deficit) of operating revenues over operating expenditures" as shown in the CAFR format? The format that is presented makes it difficult to determine if the forecast period is "balanced" by drawing down general fund reserves as opposed to having operating revenues exceeding operating expenditures (i.e. structurally balanced).

The Forecast is not intended to be a multi-year budget balancing tool. The Forecast helps the Council understand any potential constraints/opportunities for multi-year policy initiatives or staffing augmentation. The Town Manager is legally required to present a balanced proposed budget annually. The Forecast does provide total operating revenues and total operating expenditures as distinct line items in the forecast. The current base case scenario indicates revenues above expenditures in each of the five years.

How does the Council know that the 5-year forecast will deliver the priorities the Council established at the January 14 meeting? How are the strategic priorities outcomes linked to the 5-year forecast?

The Town Council's annual Strategic Priorities deliberations in conjunction with the Five-Year Forecast tool help inform areas of potential budgetary emphasis consistent with those priorities when budgetarily permissible. .

Why does the 5-year forecast assume no salary increases starting in FY 2021/22? Salary expense is the Town's single largest expense and not including any increase will overstate the forecasted "surplus". The future pension contributions provided by CALPERS, which are in the forecast, were built using an assumed 3% per year salary increase. If CALPERS includes a 3% salary increase in determining the future pension contributions, shouldn't the same assumption be used in projecting salaries over the 5-year forecast?

Staff does not assume salary increases unless approved by Town Council through the negotiation process. The Town has had in recent history periods of no raises for certain bargaining units, such as after the recent Great Recession of 2008. While CalPERS actuarial variables are informative, they are subject to revision by the CalPERS Board based on actuarial experience studies.

Why do "total expenditures and allocations" increase at a faster rate in a "lower growth" scenario versus the "base case" scenario? Is this a reasonable assumption?

PAGE 4 OF 6

SUBJECT: Discuss the Five-Year Forecast, Provide Direction on Other Budget Assumptions, and Provide Direction on the Preparation of the Town's FY 2020/21 Operating and Capital Budgets

DATE: January 21, 2020

REMARKS (continued):

The lower growth scenario indicates a slowing economy which staff expects to result in CalPERS not meeting its investment targets which would result in higher pensions contributions for the Town. The higher pension costs associated with missing the expected rate of investment return incurred in those years impacts the forecast at faster rates of expenditure growth than in the base case scenario.

In computing the \$4,010,185 which Staff is suggesting is available to the Council to reassign from the Capital/Special Project Reserve, why aren't projected future surpluses which would be added to the Capital/Special Project Reserve according to the existing reserve policy be included in the calculation? The base case forecast is projecting a cumulative surplus of \$9.3m over the five-year period which exceeds the annual transfer of \$550k per year by \$6.7m. This would suggest that all of the future annual transfers can be safely covered by future surpluses thus allowing the Council to reassign up to \$6.8m (the \$4.0m plus \$2.8M) to other critical needs such as making an additional discretionary payment to CALPERS.

The forecasted surpluses are estimates based on information available at this time and are not intended to be perceived as actual expendable surpluses. . In addition, as the sensitivity analysis illustrates, the base case scenario is subject to a high degree of variability based on the economic circumstances encountered in the coming years.

Adopt Government Finance Officers Association (GFOA) recommended best practices in budgeting for salary & wages in the 2021-2022 budget. Breakout Salary & Benefit costs into the following 3 components in all reporting to Town Council & the public; Salary & wages, Pension benefit costs, OPEB benefit costs.

The Town staff has a long history of implementing GFOA practices, resulting in successive budget and CAFR awards from GFOA. The five-year forecast incorporates many of GFOA's recommendations including: start dates, step dates, etc. and uses only actual salaries. One item not included is assumed raises in future years unless they are part of a multi-year collective bargaining agreement.

The Town's current practice is to budget only "non-public safety positions" at top step. Sworn and management positions are budgeted at one step higher than the current step in anticipation of potential merit increases in the upcoming fiscal year. Staff has calculated that approximately 65% of all Town employees including management are currently at the top step of their salary ranges. The salary savings achieved by budgeting non-public safety positions are currently estimated to be approximately \$175,000 per year for salaries and assuming a 65% benefit allocation for these salary savings, the total approximate amount of savings would be \$283,500. This indicates that the bulk of salary savings the Town achieves each year results

SUBJECT: Discuss the Five-Year Forecast, Provide Direction on Other Budget Assumptions, and Provide Direction on the Preparation of the Town's FY 2020/21 Operating and Capital Budgets

DATE: January 21, 2020

REMARKS (continued):

primarily from unanticipated vacancies occurring during the year. The Town currently has no frozen positions that are funded in the budget.

The Town could alter its historical practice to budget at actual step for all employees. The downside to that practice is there would be no built-in anticipated salary and benefit savings which are the main funding source for the Town's capital improvement funding plan for which the Town has few dedicated revenues available to fund. Staff could also budget an assumed vacancy factor also potentially leading to overspending in budgeted line items should no vacancies or very few occur.

The forecast could accommodate a further breakout of salary, pension, and OPEB costs, but the intent was to keep costs at a high level for presentation purposes.

I would like to see the Town change from a "budget to budget" comparison as a performance measure. There is nothing on the internet nor in GASB nor FASB that I can find that endorses "budget to budget" as a way to measure business performance...

Comparing actuals to budget is presented in many of the Town's financial documents, including the budget and the Comprehensive Annual Financial Report. Comparing budget to budget is a standard practice when explaining changes to budgeted line items that change between fiscal years.

Budget comparison information is usually more relevant. For instance, in comparing adopted budgets, it is important to see the changes scheduled for salaries and benefits. For example purposes, let say a city has an adopted FY 2019/20 budget of \$10,000,000 for salaries and benefits in its current year. For the following fiscal year, the Council has approved an increase of 2% for FY 2020/21 for a total of \$10,200,000. This example indicates a 2% salary and benefit increase for the next fiscal year as Council has approved:

If the Town were to compare actuals to actuals, then for the above example let us assume there were unanticipated vacancies leading salary and benefit actuals for the year to finalize at \$9,700,000. Let us further assume that in the following FY 2020/21 only \$100,000 of unanticipated vacancies occur. Using the suggested approach above, the real raises would be distorted. Comparing actuals to actuals would lead to following result:

- FY 19/20 Actuals: \$9,700,0000 (\$10M salary less vacancy savings)
- FY 20/21 Actuals: \$10,100,000 (\$10.2 M budgeted salary and benefits less \$100K vacancy savings)

SUBJECT: Discuss the Five-Year Forecast, Provide Direction on Other Budget Assumptions, and Provide Direction on the Preparation of the Town's FY 2020/21 Operating and Capital Budgets

DATE: January 21, 2020

REMARKS (continued):

As the above example illustrates, a \$400,000 increase between fiscal years would result if expressed as a percentage (4% increase from the prior year). This example also demonstrates using actuals indicates a 4% increase due to the vacancy savings incurred each fiscal year when in fact the actual raises for FY 20/21 approved by the Council amounted to a 2% increase from the prior year's budgeted amount. This is confirmed by comparing budgeted salaries and benefits for each fiscal year.

Attachments previously distributed with the Staff Report:

1. Budget Process Timeline
2. Major Revenue Categories
3. Revenue Baseline and Projection Factors
4. Expenditure Baseline and Projection Factors
5. Community Survey Comments
6. Fiscal Year Surplus Flow of Funds and Capital Improvement Program
7. Public Comment Received before 11 a.m. on January 17, 2020

Attachment distributed with this Desk Item:

8. Public Comments Received after 11 a.m. on January 17, 2020 before 11 a.m. on January 21, 2020

Subject: public comment re: Budget

From: Toni Blackstock <toniblackstock@gmail.com>

Sent: Sunday, January 19, 2020 8:42 AM

To: Council <Council@losgatosca.gov>

Subject: Budget

In your budget considerations please include an increase in the Library Budget. The increase in use of the Library has been wonderful since Ryan Baker was hired. There are many programs - especially Children's Programs - that are bringing new Town residents to the Civic Center. With more hours and staff in this wonderful community center the Town will encourage these newcomers to hopefully learn about and participate in more local activities. We need the younger generation to get involved!!

Toni Blackstock
15561 Benedict Lane
Los Gatos
408 356 0371

Subject: Council Meeting 1-21-20 Item 12

From: "jvannada@gmail.com" <jvannada@gmail.com>

Date: January 20, 2020 at 11:17:17 AM PST

To: Laurel Prevetti <LPrevetti@losgatosca.gov>

Subject: Council Meeting 1-21-20 Item 12

Good Morning Laurel and Council,

I am aware of other requests of Council for changes to the way the town does it's accounting. I agree with the two of which I am aware. Therefore, my suggestions are simple and limited to these two.

1. I would like to see the town change from a "budget to budget" comparison as a performance measure. There is nothing on the internet nor in GASB nor FASB that I can find that endorses "budget to budget" as a way to measure business performance.

We have previously addressed that should a business or government entity use this method to evaluate their performance, the performance measure will only give you a rough idea of how you budgeted; not how you actually performed. The budget number is somewhat arbitrary whereas, "actual" is, **actual**.

The Council, as the managing entity for this town cannot measure performance when comparing an arbitrary guess to itself. You have to compare: "how did our budget compare to how we actually performed?" Without this, I

am afraid that our performance measures will be useless as a management tool

2. The Finance Committee, to work as a team with the staff, should be allowed to have input on the future Finance Committee agenda's.

Thank you,

--

Jak VanNada -

Los Gatos Community Alliance

Facts Matter; Transparency Matters; Honesty Matters

www.lgca.town

Subject: FW: Discussion of Five Year Forecast - Agenda Item #12
Attachments: Effective Budgeting of Salary and Wages.pdf; ATT00001.htm; FY 2019 GF Budget vs Actual results - 2019 CAFR.pdf; ATT00002.htm

From: Phil Koen <pkoen@monteropartners.com>
Sent: Monday, January 20, 2020 11:46 AM
To: Marcia Jensen <MJensen@losgatosca.gov>; BSpector <BSpector@losgatosca.gov>; Marico Sayoc <MSayoc@losgatosca.gov>; Rob Rennie <RRennie@losgatosca.gov>
Cc: Laurel Prevetti <LPrevetti@losgatosca.gov>; jvannada@gmail.com <jvannada@gmail.com>
Subject: Discussion of Five Year Forecast - Agenda Item #12

Dear Honorable Mayor and Council Members,

Below are some questions which might be helpful to the Council as you consider the 5 year forecast. Let me once again suggest that having the Finance Committee actively involved and assisting the Council in understanding the "Town's financial story" would only strengthen this process.

Here are some questions you may wish to reflect upon and if appropriate ask the Staff:

- Why does the Town build a 5 year forecast using a format which presents expenses by natural expense category (such as salary, benefits, utilities, etc) as opposed to the format presented in the CAFR where expenses are presented by government activity (such as public safety, general government, etc.)? If the 5 year forecast used the CAFR format, Council could compare historical actuals by government activity to the projections. The 5 year forecast format that is being used does not present any historical information. Only a budget vs budget view is presented. Furthermore the 5 year format is not used in the CAFR and therefore it is impossible to track audited numbers with this format. Why not adopt the CAFR format to develop a 5 year forecast? I have attached the relevant page from the 2019 CAFR which compares the original adopted budget to actuals. This in itself is enlightening.
- Why does the 5 year forecast not show the "beginning" and "ending" General Fund Balance for each forecast year? How does the Council know the impact on the General Fund Balance over the 5 year period?
- Why does the format not show an "excess/(deficit) of operating revenues over operating expenditures" as shown in the CAFR format? The format that is presented makes it difficult to determine if the forecast period is "balanced" by drawing down general fund reserves as opposed to having operating revenues exceeding operating expenditures (i.e. structurally balanced).
- How does the Council know that the 5 year forecast will deliver the priorities the Council established at the January 14 meeting? How are the strategic priorities outcomes linked to the 5 year forecast?
- Why does the 5 year forecast assume no salary increases starting in FY 2021/22? Salary expense is the Town's single largest expense and not including any increase will overstate the forecasted "surplus". The future pension contributions provided by CALPERS, which are in the forecast, were built using an assumed 3% per year salary increase. If CALPERS includes a 3% salary increase in determining the future pension contributions, shouldn't the same assumption be used in projecting salaries over the 5 year forecast?
- Why do "total expenditures and allocations" increase at a faster rate in a "lower growth" scenario versus the "base case" scenario? Is this a reasonable assumption?
- In computing the \$4,010,185 which Staff is suggesting is available to the Council to reassign from the Capital/Special Project Reserve, why aren't projected future surpluses which would be added to the Capital/Special Project Reserve according to the existing reserve policy be included in the calculation? The base case forecast is projecting a cumulative surplus of \$9.3m over the five year period which exceeds the annual

transfer of \$550k per year by \$6.7m. This would suggest that all of the future annual transfers can be safely covered by future surpluses thus allowing the Council to reassign up to \$6.8m (the \$4.0m plus \$2.8M) to other critical needs such as making an additional discretionary payment to CALPERS.

Lastly, I want to endorse the thoughtful comments made by Terry Duryea in his letter to Council. The GFOA has published (which is attached) a best practices guide entitled "Effective budgeting of salary and wages". The Town does not follow this best practice. The first sentence from this guide states – "Given the funding constraints governments are facing, accurate expenditure projections are more important than ever". If there was one specific direction I would suggest that the Council give to Staff, it would be to produce accurate salary expenditure projections.

Thank you for considering these questions,

Phil Koen



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/21/2020

ITEM NO: 13

ITEM NO. 13.

DATE: January 16, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Discontinue Efforts Towards a Roundabout Design on South Santa Cruz Avenue at Wood Road

RECOMMENDATION:

Discontinue efforts towards a roundabout design on South Santa Cruz Avenue at Wood Road.

BACKGROUND:

Over the past several years, the Town of Los Gatos has implemented multiple traffic mitigation measures striving to address the cut-through beach traffic that impacts the Town over warm summer weekends. One of these measures was to close the South Santa Cruz Avenue entrance to Highway 17 at Wood Road with a temporary roundabout. The closure was in place during various weekends in the summers of 2016 and 2017.

Given Caltrans purview over Highway 17, Town staff worked closely with Caltrans on the implementation of the temporary closure at South Santa Cruz Avenue and Wood Road because it prevented access to the Highway 17 on-ramp. Due to this impact, the Council was advised by staff that any permanent infrastructure or ongoing closure at this location would require permits from Caltrans.

At the January 17, 2017 Town Council meeting, Town Council authorized the Town Manager to execute an agreement with a transportation consultant firm (W-Trans) to work with Caltrans on the development of a report and conceptual plan for a permanent roundabout at Wood Road. The final W-Trans report was submitted to Caltrans in November of 2018.

PREPARED BY: Lisa Petersen
Assistant Parks and Public Works Director/Town Engineer

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

SUBJECT: Discontinue Efforts Towards a Roundabout Design on South Santa Cruz Avenue
at Wood Road

DATE: January 16, 2020

BACKGROUND (continued):

At the March 6, 2018 Town Council Meeting, the Council directed staff not to implement the temporary closure at Wood Road for the summer of 2018. Reasons included the congestion created by the closure around the Town's downtown corridor which limited consumer access to downtown businesses and changes in Town traffic patterns that resulted in increased traffic congestion on the east side of Highway 17.

DISCUSSION:

The final report submitted to Caltrans, called an Intersection Control Evaluation (ICE), reviewed the option of placing a permanent roundabout at the intersection of South Santa Cruz Avenue and Wood Road. This location takes advantage of both Town and Caltrans right of way to achieve the space necessary for a roundabout, as there is not enough space to install a roundabout on Town right-of-way alone.

The report noted several benefits of building the roundabout, including providing a gateway entrance to downtown, slowing speeds of vehicles exiting Highway 17 northbound, and facilitating a closure of the Highway 17 on-ramp to address freeway cut-through traffic. If constructed, the Town would still need Caltrans approval for any future temporary closures. The consultant report recommended advancing the roundabout concept for further consideration.

Since the submittal of the report to Caltrans in November of 2018, there have been several discussions between Parks and Public Works staff and Caltrans regarding the roundabout design. During these discussions, Caltrans made it clear that any proposed project by the Town would require the addition of metering lights to the southbound ramp to Highway 17 from South Santa Cruz Avenue. With the installation of ramp metering lights, Caltrans requirements additionally stipulate other costly improvements such as building new High Occupancy Vehicle (HOV) lanes on Caltrans ramps and widening of the freeway to add short lanes specifically for traffic entering and exiting Los Gatos (called auxiliary lanes). Caltrans noted the Town could request these additional improvements be waived through a Caltrans "Design Exception" process; however, Caltrans staff was not optimistic that a waiver for all of the requirements would be approved.

The additional requirement for ramp metering significantly changes the scope and character of the roundabout project for the Town. Ramp metering increases the project complexity, cost, and time frames beyond what was envisioned by Town staff for the project. The estimated order of magnitude of costs are approximately \$2-3 million. Additionally, the Town's Traffic Engineer is concerned that ramp metering could cause traffic congestion on South Santa Cruz

SUBJECT: Discontinue Efforts Towards a Roundabout Design on South Santa Cruz Avenue
at Wood Road

DATE: January 16, 2020

DISCUSSION (continued):

Avenue on weekdays when Caltrans would typically turn on the ramp metering lights. Currently, the Town has no traffic back up problem with the on-ramp during a typical weekday. The Town would have minimal control over when Caltrans would turn on the metering lights and the metering time lengths.

The initial policy rationale of proposing a Wood Road Roundabout was the Council's interest to use the roundabout to address summer cut-through beach traffic by temporarily closing the Highway 17 on-ramp. It is important to note that during project discussions with Caltrans, Caltrans made no commitment to approving future temporary closures to the Highway 17 on-ramp if the roundabout project was ultimately built.

CONCLUSION:

Due to this scope change by Caltrans and the cost and time impacts created by that change, staff recommends not moving forward with the design of the roundabout at the South Santa Cruz Avenue and Wood Road intersection.

ALTERNATIVES:

Alternative 1: Should the Town Council desire to move forward with the project with the scope changes required by Caltrans, the Council can direct staff to proceed with next steps, including a traffic study to determine the traffic impacts that would be created by the addition of metering lights to the South Santa Cruz Avenue on-ramp to southbound Highway 17. Metering lights could create back-ups and queuing on South Santa Cruz Avenue. The project budget does include enough funding to complete this task; however, funds have not yet been identified for additional engineering and construction of the full project.

Staff does not recommend this alternative because the Town would have minimal control over the timing of the metering lights and the timing criteria assumed for the traffic study could be changed by Caltrans later, making the study results invalid. Additionally, the cost for the entire project could be substantial, including metering lights, the widening of Highway 17 for auxiliary lanes, and widening the existing South Santa Cruz Avenue freeway ramps for HOV lanes.

Alternative 2: There may also be an opportunity to recast this project as a traffic calming and/or gateway project on Town right-of-way only without installing a roundabout. By not impacting the flow of traffic onto the freeway and staying off Caltrans right-of-way, Caltrans would have no control over the scope of the project. A permit from Caltrans would still be

SUBJECT: Discontinue Efforts Towards a Roundabout Design on South Santa Cruz Avenue
at Wood Road

DATE: January 16, 2020

ALTERNATIVES (continued):

required for closing access to Highway 17. This project could take a number of forms, including narrowing of travel lanes through installation of a center median.

Staff is neutral on this approach. If the Council would like to pursue this option, the Council could decide to allocate the remaining funds in the Cut-Through Traffic/Wood Road Roundabout project towards this purpose during the annual budget process.

FISCAL IMPACT:

During the on-going Town budget process, the Council has maintained funds in the Cut-Through Traffic/Wood Road Roundabout project for use on various cut-through traffic mitigation measures, including the advancement of a design for a permanent roundabout at Wood Road. The total remaining amount in the project budget is \$355,000. Council could choose to leave the funds for future cut-through traffic mitigations, other than the design of a permanent traffic circle at Wood Road, or reallocate these funds during the Town's upcoming budget process.

ENVIRONMENTAL ASSESSMENT:

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



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/21/2020

ITEM NO. 13.

ITEM NO: 13

DESK ITEM

DATE: January 21, 2020
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Discontinue Efforts Towards a Roundabout Design on South Santa Cruz Avenue at Wood Road

REMARKS:

Attachment 1 includes public comments received between 11:01 a.m., Thursday, January 16, 2020 and 11:00 a.m., Tuesday, January 21, 2020.

Attachment received with this Desk Item:

1. Public comments received between 11:01 a.m., Thursday, January 16, 2020 and 11:00 a.m., Tuesday, January 21, 2020

PREPARED BY: Lisa Petersen
Assistant Parks and Public Works Director/Town Engineer

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

From: Mike Millen
Sent: Tuesday, January 21, 2020 10:55 AM
To: Lisa Petersen <LPetersen@losgatosca.gov>
Subject: Re: Wood Road Roundabout Council Item Tonight

Wow - I think I understand. Putting in a round-about with all the costly CalTrans upgrades would cost big \$\$\$, would put in a metering light where none is apparently needed, and would not answer the key question of whether CalTrans will approve shutdown.

I am thinking that a metering light would not help on those crazy summer days because traffic is already at a crawl and thus the light might cycle multiple times for a car to move anyway.

Michael Millen
 Attorney at Law

----- Original message -----

From: LPetersen@losgatosca.gov
To: mikemillen@aol.com
Sent: Tue, 21 Jan 2020 18:25:21 +0000
Subject: Wood Road Roundabout Council Item Tonight
 Hi Mike,

Your name was provided to me from the Town Clerk's Office as someone who previously sent in a Public Records Act request regarding the Wood Road roundabout design effort. Since you have interest in this item, I wanted to let you know that staff is discussing this item tonight (#13) with the Council (7 pm start time) and recommending that staff discontinue efforts towards a design of a roundabout at that location. Below is the link to the Council agenda where you can find the report:

<https://meetings.municode.com/PublishPage/index?cid=LOSGATOS&ppid=a7cef0f9-a4a2-40e7-a6e3-056a78898413&p=1>

If you have any questions regarding this item, please feel free to call me.

Thank you,

Lisa Petersen • Assistant Director/Town Engineer
 Parks and Public Works Department • 41 Miles Avenue, Los Gatos CA 95030
 Ph: 408.399.5773 • lpetersen@losgatosca.gov
www.losgatosca.gov • <https://www.facebook.com/losgatosca>