



**TOWN OF LOS GATOS  
COUNCIL MEETING AGENDA  
OCTOBER 15, 2019  
110 EAST MAIN STREET  
LOS GATOS, CA**

*Steve Leonardis, Mayor  
Marcia Jensen, Vice Mayor  
Rob Rennie, Council Member  
Marico Sayoc, Council Member  
Barbara Spector, 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 Clerk Administrator. 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 2<sup>nd</sup> and 4<sup>th</sup> Mondays at 7:00 p.m.  
Live & Archived Council Meetings can be viewed by going to:  
[www.losgatosca.gov/Councilvideos](http://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  
OCTOBER 15, 2019  
7:00 PM**

**MEETING CALLED TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

- i. Community Pledge Leader - Dennis Gerber

**PRESENTATIONS**

- i. Small Business, Big Applause - Mary Badame, Farmers Insurance
- ii. Commendation

**CLOSED SESSION REPORT**

**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 Closed Session Meeting Minutes of October 1, 2019.
2. Approve Council Meeting Minutes of October 1, 2019.
3. Approve Joint Town Council and Planning Commission Study Session Minutes of October 8, 2019.
4. Authorize the Town Manager to Execute a Seventh Amendment to the Professional Services Agreement with Innovative Claim Solutions, Inc. to Extend the Contract for Two Months to Perform Workers' Compensation Claim Administration.
5. Approve the Street List for the FY 2019/20 Annual Street Repair and Resurfacing Project (19-811-9901), and Authorize the Following Actions for the Annual Curb, Gutter, and Sidewalk Maintenance Project (19-813-9921):
6. Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the Work of American Pavement Systems and Authorize Recording by the Town Clerk for PPW Job No. 18-811-9901 Annual Street Repair and Resurfacing Project (Rubber Cape Seal).
7. Accept Wildland Urban Interface Evacuation Assessment Report.

**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 ten 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 five minutes maximum for closing statements. Items requested/recommended for continuance are subject to Council's consent at the meeting.*)

- [8.](#) Introduction of an Ordinance of The Town of Los Gatos Amending Chapter 4 – Animals and Fowl, Article VI, Sections 4.60.050 and 4.60.055 Entitled Animal Rescuer and Trap-Neuter-Return Registration and Maintenance of Animal Rescuer or TNR Activist Registration and Article VIII Entitled Beekeeping.
- [9.](#) Introduce an Ordinance, by title only, effecting an amendment to Chapter 11 (Garbage, Refuse and Weeds) of the Town Code regarding Weed Abatement regulations.

## **COUNCIL / MANAGER MATTERS**

**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: 10/15/2019

ITEM NO: 1

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**DRAFT  
Minutes of the Special Town Council Meeting - Closed Session  
October 1, 2019**

The Town Council of the Town of Los Gatos conducted a Special Meeting on Tuesday, October 1, 2019, to hold a Closed Session at 6:00 p.m.

**MEETING CALLED TO ORDER AT 6:00 P.M.**

**ROLL CALL**

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

Absent: None

**VERBAL COMMUNICATIONS**

None.

**CLOSED SESSION**

1. **Public Employee Appointment, Employment, Evaluation of Performance, Discipline, and Dismissal**

**[Government Code Section 54957(b)(1)]**

Title: Town Attorney

**Conference with Labor Negotiator**

(Government Code Section 54957.6)

Town negotiator: Lisa Velasco, Human Resources Director

Unrepresented Employee: Town Attorney

**ADJOURNMENT**

Closed Session adjourned at 6:48 p.m.

Attest:

Submitted by:

\_\_\_\_\_  
Shelley Neis, Town Clerk

\_\_\_\_\_  
Robert Schultz, Town Attorney



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**DRAFT  
Minutes of the Town Council Meeting  
October 1, 2019**

The Town Council of the Town of Los Gatos conducted a Regular Meeting on Tuesday, October 1, 2019, at 7:00 p.m.

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

**ROLL CALL**

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

Absent: None

**PLEDGE OF ALLEGIANCE**

Sasha Ryu led the Pledge of Allegiance. The audience was invited to participate.

**CLOSED SESSION REPORT**

Robert Schultz, Town Attorney, stated Council met in Closed Session as duly noted on the agenda and there is no report.

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

1. Approve Special Council Minutes of September 14, 2019.
2. Approve Closed Session Minutes of September 17, 2019.
3. Approve Council Minutes of September 17, 2019.
4. Winchester Boulevard Complete Streets – Authorize the Town Manager to:
  - a. Issue a Request for Proposals for Conceptual Design of Winchester Boulevard Complete Streets Improvements.
  - b. Adopt a Resolution Authorizing the Submittal of an Application in the Vehicle Trip Reduction Program Managed by the Bay Area Air Quality Management District for the Winchester Boulevard Class IV Protected Bike Lanes Project between Blossom Hill Road and Albright Way. **RESOLUTION 2019-050**
5. Authorize Actions for the Los Gatos Creek Trail to Highway 9 Trailhead Connector Project 411-832-4505:
  - a. Authorize the Town Manager to Execute an Agreement for Consultant Services with Mott MacDonald Group, Inc. for Professional Design Services for the Los Gatos Creek Trail to Highway 9 Trailhead Connector Project 18-832-4505 in an Amount Not to Exceed \$486,747.

- b. Authorize an Expenditure Budget Transfer of \$130,000 from the Bicycle and Pedestrian Improvement Project Budget (411-813-0231) to the Los Gatos Creek Trail to Highway 9 Trailhead Connector Project (411-832-4505).
6. Authorize the Town Manager to Purchase Two Vehicles from Downtown Ford Sales in an Amount Not to Exceed \$126,376.
7. Town Code Amendment Application A-19-006. Project Location: Town Wide. Applicant: Town of Los Gatos.  
Adopt Amendments to Chapter 29 (Zoning Regulations) of the Town Code regarding Parking Assessment District regulations. **ORDINANCE 2290**
8. Town Code Amendment Application A-19-004. Project Location: Town Wide. Applicant: Town of Los Gatos.  
Adopt amendments to Chapter 20 (Zoning Regulations) of the Town Code regarding parking lot improvement regulations. **ORDINANCE 2291**
9. Town Code Amendment Application A-19-005. Project Location: Town Wide. Applicant: Town of Los Gatos.  
Adopt amendments to Chapter 29 (Zoning Regulations) of the Town Code regarding valet parking regulations. **ORDINANCE 2292**

**MOTION: Motion by Council Member Spector to approve the Consent Items. Seconded by Council Member Sayoc.**

**VOTE: Motion passed unanimously.**

### **VERBAL COMMUNICATIONS**

Michael Silva

- Commented on traffic within the Town.

David Propach

- Commented on zoning regulations in the downtown area.

Heidi Owens

- Spoke about traffic and the Valley Transportation Authority's Highway 85 Policy Advisory Board.

### **OTHER BUSINESS**

10. Provide Direction to Staff on the Next Steps for the Temporary Community Vitality and Land Use Streamlining Resolutions Due to Sunset in December 2019.

Economic Vitality Manager Monica Renn presented the report.

Opened Public Comment.

Randi Chen

- Spoke in support of extending the streamlining efforts for a year.

Closed Public Comment.

Council discussed the matter.

**MOTION: Motion by Vice Mayor Jensen** to memorialize streamlining efforts through Town Code amendments, send the draft ordinance language to the Planning Commission for recommendation, and then return to Council for discussion and consideration.  
**Seconded by Council Member Sayoc.**

**VOTE: Motion passed 3/2. Council Members Spector and Rennie voting no.**

**MOTION: Motion by Vice Mayor Jensen** to extend the temporary resolutions until the Code changes are in effect and to suspend Ordinance 2021 for the same period.  
**Seconded by Council Member Rennie.**

**VOTE: Motion passed unanimously.**

11. Review of Tobacco Retailers Ordinance and Annual Report from County of Santa Clara on Implementation of the Ordinance and Discuss Potential Amendments to the Ordinance to prohibit the sale of electronic smoking devices.

Town Attorney Robert Schultz presented the staff report.

Opened Public Comment.

Allison Jones Thomson

- Spoke in favor of removing the exemption for adult-only stores, banning the sale of flavored tobacco, and banning smoking in condominium complexes.

Jean Farren Jones

- Spoke in support of banning smoking in owner-occupied condominiums.

Dave Weissman

- Commented on the no smoking signs.

Closed Public Comment.

Council discussed the matter.

**MOTION:** Motion by Council Member Sayoc to direct staff to strengthen the regulations regarding adult-only tobacco exemptions and electronic smoking devices in the Tobacco Retailers Ordinance and have staff continue working with the Youth Commission regarding these changes. **Seconded** by Council Member Spector.

**VOTE:** Motion passed unanimously.

12. Provide Feedback and Direction on the Downtown One-Way Pilot Project.

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

Opened Public Comment.

Aubrey Beebee

- Spoke against the one-way pilot.

Carol Hardett

- Spoke against the one-way pilot and in favor of the parklets.

Linda Reiners

- Spoke in support of the one-way pilot and urged Council to consider widening sidewalks on North Santa Cruz and installing permanent parklets.

Bridgette Massey

- Spoke in support of the parklets.

Richard Katz

- Spoke against the one-way pilot and in favor of the parklets.

John Eichinger

- Spoke against the one-way pilot.

Lois Morrison-Keffer

- Spoke against the one-way pilot and parklets.

Mike Calise

- Spoke in support of the one-way pilot and parklets.

Gayle Bloom

- Spoke against the one-way pilot and in favor of the parklets.

William O'Hara

- Spoke against the one-way pilot.

Michael Burke

- Spoke against the one-way pilot and provided suggestions on how to alleviate traffic in the downtown area.

Lynn Kennedy

- Spoke against the one-way pilot and stated that notice was only given to the businesses in the downtown area and not the residents.

Faizi Samadani

- Spoke against the one-way pilot.

Tami Shoot

- Spoke against the one-way pilot and commented that parklets should be placed in front of restaurants.

Barbra Drizen

- Spoke against the one-way pilot and the parklets.

Catherine Somers

- Thanked staff for their work on the one-way pilot and commented on the notification efforts regarding the one-way pilot.

Sue Farwell

- Spoke in support of the one-way pilot and commented on creating wider sidewalks in the downtown area.

Tom Spilsbury

- Spoke against the one-way pilot and commented on building a parking structure.

The Council recessed and 9:08 p.m. and reconvened at 9:19 p.m. with all Council Members present.

Council discussed the matter and commented on the components of the pilot.

13. Review of Citizen Ballot Initiative Amending the Los Gatos Town Code regarding Term Limits for Council Members.

Town Attorney Robert Schultz presented the staff report.

Opened Public Comment.

Jak VanNada

- Spoke in favor of placing the citizen initiative on the ballot.

Tom Picraux

- Provided information from the League of Women Voters regarding term limits.

**MOTION: Motion by Mayor Leonardis** to direct staff to draft an ordinance as proposed by the proponents and changing the language to Section 2.20.040 (e) of the filed initiative to ensure it is in accordance to state law. **Seconded by Council Member Spector.**

**VOTE: Motion failed 2/3. Council Members Jensen, Sayoc, and Rennie voting no.**

**MOTION: Motion by to Vice Mayor Jensen** to direct staff to draft a proposed ordinance on term limits that includes language addressing Council vacancies. **Seconded by Council Member Rennie.**

**VOTE: Motion passed 4/1. Mayor Leonardis voting no.**

## **COUNCIL/TOWN MANAGER REPORTS**

### **Council Matters**

- Council Member Sayoc stated she attended the Arts and Culture Commission meeting.
- Council Member Spector stated she attended the following meetings: General Plan Advisory Committee and Council Policy Committee.
- Mayor Leonardis stated he attended the following events and meetings: kiosk dedication at Heintz Open Space Preserve; City of Campbell State of the City; meeting with the Los Gatos Chamber of Commerce, Vice Mayor, and Town staff; West Valley Mayors and Managers; community meeting regarding traffic; and the Santa Clara County Fire Department Strategic Plan Stakeholders meeting.
- Vice Mayor Jensen stated she attended the following meetings: Arts and Culture Commission, Council Policy Committee, and the Chamber of Commerce.
- Council Member Rennie stated he attended the following meetings and events: Arts and Culture Commission, California League of Conservation Voter Environmental Award Ceremony, Los Gatos Chamber of Commerce luncheon, VTA Board workshop, and VTA Congestion Management Sub-Committee.

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SUBJECT: Draft Minutes of the Town Council Meeting of October 1, 2019

DATE: October 15, 2019

**Manager Matters**

- Announced that Adult Commissioner applications are being accepted until October 25, 2019.

**ADJOURNMENT**

The meeting adjourned at 11:06 p.m.

Attest:

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Shelley Neis, Town Clerk



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**DRAFT  
Minutes of the Special Joint Meeting of the  
Town Council and Planning Commission Study Session  
October 8, 2019**

The Town Council of the Town of Los Gatos conducted a Special Joint Meeting of the Town Council and Planning Commission on Tuesday, October 8, 2019, to hold a Study Session at 7:00 p.m.

**STUDY SESSION CALLED TO ORDER AT 7:00 P.M.**

**ROLL CALL**

Council Members Present: Mayor Steven Leonardis, Vice Mayor Marcia Jensen, Council Member Rob Rennie, Council Member Marico Sayoc, Council Member Barbara Spector.  
Council Members Absent: None.

Planning Commissioners Present: Vice Chair Melanie Hanssen, Commissioner Mary Badame, Commissioner Kathryn Janoff.

Planning Commissioners Absent: Chair Matthew Hudes, Commissioner Kendra Burch  
Commissioner Tom O'Donnell, and Commissioner Reza Tevana.

**VERBAL COMMUNICATIONS**

None.

**JOINT TOWN COUNCIL AND PLANNING COMMISSION STUDY SESSION**

1. Discussion of the Vehicle Miles Traveled Metric for Environmental Review and Local Transportation Analysis.

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

Ronald Milan, Fehr and Peers Consultant, presented an overview of the metric.

Opened Public Comment.

There were no speakers.

Closed Public Comment.

Town Council and Planning Commission members discussed the information.

PAGE 2 OF 2

SUBJECT: Draft Minutes of the Special Joint Meeting of the Town Council and Planning  
Commission Study Session of October 8, 2019

DATE: October 9, 2019

**JOINT STUDY SESSION ADJOURNED**

Joint Study Session adjourned at 8:28 a.m.

Attest:

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Shelley Neis, Town Clerk



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2019

ITEM NO: 4

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DATE: October 10, 2019  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Authorize the Town Manager to Execute a Seventh Amendment to the Professional Services Agreement with Innovative Claim Solutions, Inc. to Extend the Contract for Two Months to Perform Workers' Compensation Claim Administration

**RECOMMENDATION:**

Authorize the Town Manager to execute a seventh amendment (Attachment 8) to the professional services agreement with Innovative Claims Solutions, Inc. to extend the contract for two months to perform workers' compensation claims administration.

**BACKGROUND:**

The Town uses Innovative Claims Solutions, Inc. (ICS), a third-party administrator, for its self-funded workers' compensation program. ICS has provided third-party administration services to the Town since 2002 and amendments to the agreement (Attachments 2 to 7) have extended the contract through October 31, 2019.

**DISCUSSION:**

Due to the length of time since a formal request for proposals (RFP) has been solicited for workers' compensation claims administration services, a new request was sent to vendors in July 2019 in anticipation of concluding the selection process in September 2019. Due to the volume of proposals received, additional time was needed, and it is anticipated that a final selection will be made by October 31, 2019. A new agreement, after selection, will be brought to Council for consideration on December 3, 2019 with a proposed effective date of January 1, 2020. ICS is amenable to extending the agreement (Attachment 8) for two additional months, at the current monthly rate of \$4,067 to allow sufficient time for the RFP process to be completed.

**PREPARED BY:** Lisa Velasco  
Human Resources Director

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

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PAGE 2 OF 2

SUBJECT: Authorize the Town Manager to Execute a Seventh Amendment to the Professional Services Agreement with Innovative Claims Solutions, Inc.

DATE: October 10, 2019

CONCLUSION:

Staff recommends that ICS continue to serve as the Town's third-party administrator for an additional two months through December 31, 2019, at the current rate. This extension will enable staff to complete the competitive bid process.

FISCAL IMPACT:

ICS has agreed to extend the agreement through December 31, 2019 at the current monthly rate of \$4,067 per month. Funding to support this agreement was included in the FY 2019/20 Adopted Operating Budget.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Original Agreement
2. First Amendment to Agreement
3. Second Amendment to Agreement
4. Third Amendment to Agreement
5. Fourth Amendment to Agreement
6. Fifth Amendment to Agreement
7. Sixth Amendment to Agreement
8. Proposed Seventh Amendment to Agreement

**AGREEMENT FOR WORKERS' COMPENSATION CLAIMS ADMINISTRATION  
CONSULTANT SERVICES**

THIS AGREEMENT is entered into this 30th day of June, 2010, by and between the Town of Los Gatos, State of California, herein called the "Town", and Innovative Claim Solutions, Inc., engaged in providing workers' compensation administration consulting services herein called the "Consultant".

**RECITALS**

- A. The Town endeavors to ensure the proper administration of its self-insured workers' compensation program.
- B. The Town desires to engage a workers' compensation administration consultant to provide high-quality claims administration services for the Town's workers' compensation program, because of Consultant's experience and qualifications to perform the desired work.
- C. The Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

**AGREEMENTS**

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. **Scope of Services.** The Consultant shall provide the services as set forth in the "Scope of Services", referred to as Exhibit A and incorporated herein by reference.
- 2. **Incorporated Terms.** The Consultant shall provide services in accordance with the terms as set forth in the "Incorporated Terms", referred to as Exhibit B and incorporated herein by reference.

Any violation of the terms and conditions of this contract shall be identified in writing by the Town. After a thirty day resolution period, commencing on the date of mailing of written notice, continued violations by Consultant shall result in a 10% monthly reduction in fees until the condition is resolved to the satisfaction of the Town. Such right shall not limit the Town's right to terminate this contract if the Town determines that it is in the best interest to do so, in the Town's sole discretion and with or without cause.

- 3. **Time of Performance.** The services of the Consultant shall commence **July 1, 2010**, for a three year contract period, ending **June 30, 2013**. The services of the Consultant are to commence upon the execution of this Agreement and issuance of a Town purchase order. The purchase order shall issue upon receipt by the Town of evidence of insurance and a Town business license as required by this Agreement.

4. **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 represents and warrants to Town that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals 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.
  
5. **Sole Responsibility.** Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
  
6. **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 made available for retrieval by 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.
  
7. **Compensation.** Compensation for Consultant's professional services shall not exceed the amounts set forth in the "Compensation Schedule", referred to as Exhibit C and incorporated herein by reference. Payment shall be **net thirty (30) days**.

Billing shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

All invoices and statements to the Town shall reference the Town's purchase order number and be addressed as follows:

Invoices:  
Town of Los Gatos  
Attn: Accounts Payable  
P.O. Box 655  
Los Gatos, CA 95030

Statements:  
Town of Los Gatos  
Attn: Finance Department  
P.O. Box 655  
Los Gatos, CA 95030

8. **Availability of Records.** Consultant shall maintain the records supporting this billing for not less than three (3) 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.
9. **Project Manager.** The Project Manager for the Consultant for the work under this Agreement shall be:

Gary Archibald, CIO, President  
11030 White Rock Road, Suite 210  
Rancho Cordova, CA 95670  
Phone: (916) 852-8588 Fax: (916)852-8505

Unless otherwise specified, consultant contact with Town shall be limited to the Human Resources Director, Human Resources Specialist, Town Attorney, Assistant Town Manager or their designee.

10. **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.
11. **Notices.** Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To Town: Rumi Portillo  
Director of Human Resources  
110 E. Main Street  
P. O. Box 949  
Los Gatos, CA 95031

To Consultant: Gary Archibald, CIO, President  
11030 White Rock Road, Suite 210  
Rancho Cordova, CA 95670

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

12. **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.

13. **Conflict of Interest.** Consultant understands that its professional responsibility is 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.
  
14. **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.
  
16. **Indemnification.** Each party shall defend, indemnify and hold harmless the other party, and its directors, officers, employees, consultants, affiliates and agents from and against any and all claims, demands, suits, causes of action, awards, penalties, judgments and liabilities, including, without limitation, attorneys' fees and costs arising from any actual or alleged negligent, intentional or wrongful acts or omissions committed by the party or its employees, consultants, agents or other individuals working for the party arising out of or related to performance under this Agreement, save and except claims, demands, suits, causes of action, awards, penalties, judgments and liabilities arising through the negligence or intentional wrongful misconduct or omission of the other party, whereupon the relative liabilities shall be attributed and assessed by legal process. Notwithstanding, Consultant shall have no liability or obligation to the Town in the event the act or omission giving rise to a claim was directed in writing by the Town contrary to the written recommendation of Consultant. The duty to indemnify and hold harmless shall survive the termination of this Agreement and shall include the duty to pay all reasonable costs, attorneys' fees, expenses and liabilities incurred in the investigation or defense of any claim or suit.

Town shall not be liable to Consultant for personal injury of employees or property damage

sustained by Consultant in the performance of the services specified in this Agreement.

Penalties and Fines Under Workers' Compensation (WC) Laws:

Consultant and the Town acknowledge that there are various penalties and administrative fines that are contained in the State of California Workers' Compensation laws that may be imposed on both employers and claim administrators.

Notwithstanding the indemnification provisions set forth above, the parties expressly agree that:

(i) Consultant shall be responsible for any fines or penalties associated with questionable or controverted claims which Consultant denies without first consulting and obtaining approval by Town for denial of the claim(s). Consultant will not be responsible for any fines or penalties levied by the Division of Workers' Compensation or any other judicial or quasi-judicial organization for improper denial of a claim(s), if over the objections of Consultant, Consultant denied said claim(s) at the direction of the Town.

(ii) The Town shall be responsible for all penalties where Consultant has not been given sufficient notice such that Consultant has had at least five (5) working days in which to investigate the claim and to pay temporary disability or send the required wage continuation notice before the penalties were assessed. Consultant shall be responsible for all penalties in which it has had five (5) or more working days in which to investigate and pay temporary disability or send a wage continuation notice. For the purpose of this section "working day" means all days except Saturdays, Sundays and Town observed holidays.

(iii) Any penalties and fines arising under WC Laws caused by failure of Consultant to perform its obligations under this Agreement shall be paid by Consultant.

(iv) Any penalties and fines arising under the WC Laws caused by failure of the Town to perform its obligations under this Agreement shall be paid by the Town.

Notice of Penalties:

Consultant agrees to use its best efforts to promptly notify the Town of situations that they discover which may result in penalties.

Survival:

The provisions of this Section 16 regarding penalties shall survive any termination of this Agreement for a period of three (3) years.

17. **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.
18. **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 or Municipal Court of the County of Santa Clara.

19. **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 sixty (60) days written notice of termination. In the event of termination, the Consultant shall make available for retrieval by the Town all 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 pursuant to EXHIBIT A attached hereto, 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.

In addition, in the event the Town purchases Workers' Compensation Insurance, or its Certificate of Consent to Self-Insure is rescinded or revoked, this Agreement shall automatically terminate upon the effective date of such event.

**Certain Rights After Termination: Upon termination of this Agreement, a final accounting shall be made of all fees and other amounts payable to Innovative Claim Solutions, Inc. pursuant to this Agreement and of any funds belonging to the Town in the possession of Innovative Claim Solutions, Inc., any balance due and owing Innovative Claim Solutions, Inc. or the Town, as the case may be, will be promptly paid based on such accounting. In addition, all original claim files, records and reports in the possession of Innovative Claim Solutions, Inc. and pertaining to employee claims subject to this agreement shall be made available for retrieval by the Town or its designee upon request following termination of this Agreement.**

20. **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.
1. **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.

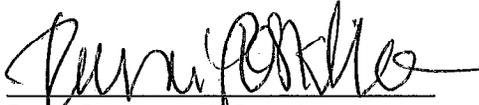
Any disputes arising from or related to this Agreement may be resolved and determined through binding arbitration before the American Arbitration Association, pursuant to the Commercial Arbitration Rules.

21. **Entire Agreement.** This Agreement, including Exhibits A through D, 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 as of the date indicated on page one (1).

Town of Los Gatos

Consultant:

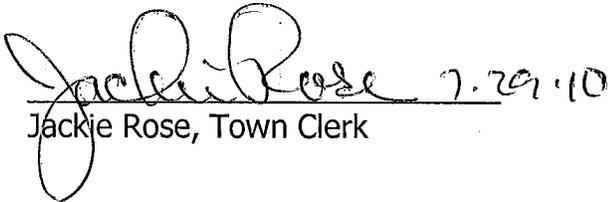
  
\_\_\_\_\_  
Rumi Portillo, HR Director  
Town of Los Gatos

  
\_\_\_\_\_  
Gary Archibald, CIO, President  
Innovative Claims Solutions, Inc.

  
\_\_\_\_\_  
Greg Larson, Town Manager  
Town of Los Gatos

ATTEST:

Clerk of the Town of Los Gatos,  
Los Gatos, California

  
\_\_\_\_\_  
Jackie Rose, Town Clerk

Approved as to Form:

  
\_\_\_\_\_  
Michael Martello, Interim Town Attorney

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT is dated for identification this 8th day of October, 2013 and amends that certain agreement for WORKERS' COMPENSATION CLAIMS ADMINISTRATION dated the 30<sup>th</sup> day of June, 2010, made by and between the Town of Los Gatos, ("Town,") and Innovative Claims Solutions, Inc., ("Consultant.")

RECITALS

- A. Town and Consultant entered into an agreement to provide services in providing workers' compensation administration consulting services on June 30, 2010, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to renew the contact for period of July 1, 2013 through June 30, 2016.

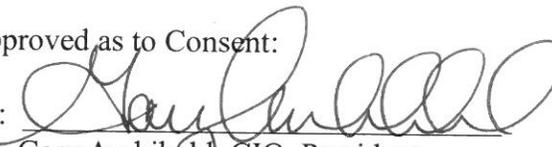
AMENDMENT

- 1. Section 3 "Time of Performance" of the Agreement is hereby amended to provide that the term of the Agreement is for a period of three years from July 1, 2013 through June 30, 2016
- 2. Exhibit C "Compensation" of the Agreement is hereby amended to reflect that the Town pay Consultant an annual fee of \$45,000 for the period July 1, 2013 through June 30, 2014. The fee will increase to \$48,000 for the period July 1, 2014 through June 30, 2015 and \$50,000 for the period July 1, 2015 through June 30, 2016 for total of \$143,000.
- 3. All other terms and conditions of the Agreement remain in full force and effect.

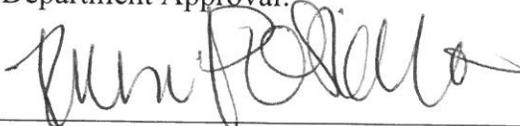
IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos

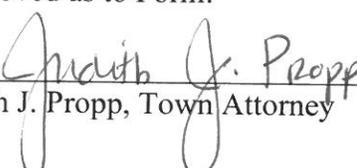
By:   
Greg Larson, Town Manager

Approved as to Consent:  
By:   
Gary Archibald, CIO, President  
Innovative Claim Solution, Inc.

Department Approval:

  
Rumi Portillo  
Human Resources Director

Approved as to Form:

  
Judith J. Propp, Town Attorney

**SECOND AMENDMENT TO AGREEMENT**

CLERK DEPARTMENT

AGR 16.118

JUH \_\_\_\_\_  
OTD \_\_\_\_\_  
REC \_\_\_\_\_  
RESO \_\_\_\_\_

This second AMENDMENT TO AGREEMENT is entered into this day of June, 2016 by and between the Town of Los Gatos, State of California, herein called "Town", and Innovative Claim Solutions, Inc., herein called "Consultant."

RECITALS

- A. Town and Consultant entered into an Agreement on June 30, 2010 to provide workers' compensation administration consulting services, a copy of which is attached hereto and incorporated by reference as Attachment 1 of Exhibit A.
- B. The Town and Consultant entered into a First Amendment to Agreement on October 8, 2013, a copy of which is attached hereto and incorporated by reference as Exhibit A.
- C. The Town desires to extend the contract through June 30, 2017.

AMENDMENT

- 1. Section 1 "Scope of Services" of the Agreement is hereby amended and incorporated by reference as Exhibit B.
- 2. Section 3 "Time of Performance" of the Agreement is hereby amended to provide that the term of the Agreement is for a period of one year, July 1, 2016 through June 30, 2017.
- 2. Section 7 "Compensation" of the Agreement is hereby amended to reflect that the Town pays Consultant an annual fee of \$51,500 for the period July 1, 2016 through June 30, 2017.
- 3. All other terms and conditions of the Agreement effective July 1, 2010 remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date indicated on this agreement.

TOWN OF LOS GATOS:

CONSULTANT:

Laurel Prevetti  
Laurel Prevetti, Town Manager

6-30-16  
Date

Gary Archibald  
Gary Archibald, CIO, President  
Innovative Claim Solutions, Inc.

6-16-16  
Date

APPROVED AS TO FORM:

Robert Schultz  
Robert Schultz, Town Attorney

6-16-16  
Date

ATTEST:

Shelley Neis  
Shelley Neis, Clerk Administrator

6-22-16  
Date

**THIRD AMENDMENT TO AGREEMENT**

This third AMENDMENT TO AGREEMENT is entered into this \_\_\_\_ day of June, 2017 by and between the Town of Los Gatos, State of California, herein called "Town", and Innovative Claim Solutions, Inc., herein called "Consultant."

RECITALS

- A. Town and Consultant entered into an Agreement on June 30, 2010 to provide workers' compensation administration consulting services, a copy of which is attached hereto and incorporated by reference as Attachment 1.
- B. The Town and Consultant entered into a First Amendment to Agreement on October 8, 2013, a copy of which is attached hereto and incorporated by reference as Attachment 2.
- C. The Town and Consultant entered into a Second Amendment to Agreement on June 30, 2017, a copy of which is attached hereto and incorporated by reference as Attachment 3.
- D. The Town desires to extend the contract through June 30, 2018.

AMENDMENT

- 1. Section 1 of Exhibit C "Compensation Schedule" of the Agreement is hereby amended to reflect that the Town pays Consultant a monthly fee of \$4,291.66 monthly (equivalent to an annual fee of \$51,500) for the period July 1, 2017 through June 30, 2018.
- 2. All other terms and conditions of the Agreement effective July 1, 2010 remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date indicated on this agreement.

TOWN OF LOS GATOS:

CONSULTANT:

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

\_\_\_\_\_  
Gary Archibald, CIO, President      Date  
Innovative Claim Solutions, Inc.

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Schultz, Town Attorney      Date

ATTEST:

\_\_\_\_\_  
Shelley Neis, Clerk Administrator      Date

## **EXHIBIT A SCOPE OF SERVICES**

During the Term of this Agreement, Consultant shall provide the following services to ensure compliance with workers' compensation statutes and regulations as established by the Department of Industrial Relations:

### **A. WORKERS' COMPENSATION CLAIMS MANAGEMENT AND ADMINISTRATION:**

1. To review on behalf of the Town all reports of injury as defined by California Labor Code Sections 3208 and 3208.1 that are reported by the Town to Consultant.
2. To determine on behalf of the Town for each reported employee injury those benefits, if any, that should be paid or rendered under the California Workers' Compensation laws (the "WC Laws").
3. To establish and maintain a claim file on each reported claim, which file shall be available to the Town for inspection. The maintenance of such files shall exhibit handling practices which meet or exceed minimum industry standards for California workers' compensation claims.
4. To maintain current cost-benefit figures and an estimate of the total costs of all reasonable and foreseeable benefits and related expenses on each case.
5. To prepare and file on behalf of the Town all legally required forms and reports with the Administrative Director or Self-Insurance Plans, or any other report required by the State.
6. To pay on behalf of the Town, from a segregated bank workers' compensation account funded and maintained by the Town, those sums that should reasonably be paid for claims and claims-related expenses under the California Workers' Compensation Laws for each reported claim.
7. When required and appropriate, to refer cases where an employee of the Town files an application with the California Workers' Compensation Appeals Board or any other activity involving litigation to attorneys selected and approved by the Town and not to any other attorneys without the prior written consent of the Town,
8. To render assistance as is reasonably necessary in the preparation of litigated cases.
9. To pay on behalf of the Town out of the bank workers' compensation trust account funded by the Town all "Allocated Loss Expense" which is defined to include all fees of attorneys, witnesses, court reporters, process servers, independent investigators, any court or Workers' Compensation Appeals Board, for depositions, surveillance or the necessary engagement of personnel in the handling of any claim subject to this Agreement.

10. To provide computerized loss analysis and financial claim detail reports within ten days following the end of the month. At no additional charge, Consultant will provide the following reports:
  1. Annual graphic reports reflecting the highest cost department and loss-types. Annual recaps, litigated claims and other mutually accepted categories.
11. To provide and make appropriate claims reports to excess carriers and collect excess recoveries, including the return of excess recoveries to Town, subject to the Town providing Consultant with a list of excess carriers for all preceding years, and identifying the policy numbers and the parties to whom reports are to be directed.
12. To attend Worker's Compensation Appeals Board hearings, rehabilitation hearings, meetings with defense counsel, and meetings with Town staff, departments, and employee groups as necessary and as requested to do so.
13. To provide monthly summaries of all Town of Los Gatos workers' compensation bank trust account activities undertaken by Consultant.
14. To advise the Town on any material problems or need for improvement in the claims reporting, administration or other aspects of the workers' compensation program.
15. To employ, as necessary, outside vendors subject to the obtaining the Town's prior written approval of all vendors eligible to provide services, directly or indirectly, on behalf of, or for the Town pursuant to this Agreement.

#### **B. PROGRAM IMPLEMENTATION SERVICES:**

Because Consultant has already performed all implementation processes when originally award the contract, Consultant will provide the following services, or provide assistance to the Town if updating of prior information is required:

1. Continued storage of all closed files, even those assumed from the prior administrators.
2. Develop and print up to fifty copies of a claim reporting procedure manual (including the most recent workers' compensation reform information) for distribution to all departments and key employees, should any major changes in procedures be required.
3. Implementation visits to the Town to distribute claim manuals and discuss self-insurance and Innovative Claim Solutions, Inc. service program with key personnel, should any major changes in procedures be required.
4. Design and implement all accounting and trust fund procedures, should any changes be required.
5. Produce and design all necessary reports.

## EXHIBIT B

### INCORPORATED TERMS

During the Term of this Agreement, Consultant shall provide services in accordance with the procedures and performance standards included below:

#### GENERAL:

1. **Availability:** Consultant shall at all times, have one or more of the examiners assigned to the Town's account, or in their absence, the supervisor or Vice President of Workers' Compensation available by telephone for emergencies through a 24-hour emergency telephone number. Consultant shall ensure at least one or more of the examiners assigned to the Town's account is on-site and available to the Town every business day throughout the term of the contract period.
2. **Review of Examiner:** The Town shall have the right and opportunity to approve or reject any proposed examiner provided by Consultant. The Town shall also have the opportunity to review service provided by examiner and require a new examiner if service is unacceptable to Town.
3. **Caseload:** Caseload of Town's designated examiner will not exceed 175 open indemnity claims excluding future medical cases.
4. **Return Calls:** Return calls to claimants and Town will be made within four (4) business hours of receipt when possible and no later than the next business day.
5. **Training:** Consultant shall provide training, workshops, or guest lecturers presented in a classroom setting or as informal "brown bag" sessions on topics related to Safety, Workers' Compensation and Medical Management, including information appropriate to employees, supervisors, and Town Administration in their respective roles. Training shall be provided at least annually, when requested, and may be on-site at Town facilities, with advance notice, or at a location determined by the Consultant.

#### CLAIMS PROCESSING:

1. Claims will be created and entered into the computer system within two (2) working days of Consultant's receipt.
2. Lost-time claims, with the exception of future medicals, will be reviewed on diary at least every 30 days or more frequently where needed.
3. Medical-Only claims whose medical payments exceed \$3,000 will be placed on supervisory diary of not more than 90 days.
4. Benefit payments (TTD, TPD, PPD, PTD, LP, DB, VR, etc.) will be paid promptly as required by state statute following verification of compensability.

5. Transportation reimbursement will be mailed within five (5) days of the receipt of the claim for reimbursement, whenever possible. Advance travel expense payments will be mailed to the injured employee ten (10) days prior to the anticipated date of travel.
6. Prior to approval for payment, medical bills will be reviewed for causal relationship and propriety of charges. Bills will be subject to applicable fee schedule adjustments and paid/denied/objected to within 30 days of Consultant's receipt.
7. Reserves established on lost-time claims will reflect the ultimate probable cost of each claim based on the information developed to date. Reserve worksheets will reflect amounts allocated to temporary disability, permanent disability, and vocational rehabilitation (if applicable), medical care and allocated expense.
8. Medical-only claims will be reviewed every 30 days for possible closure.
9. Consultant shall program salary continuation or 4850 payment tracking for actual check production, voucher production, payment posting or any combination of these items as required by the Town.
10. Indemnity claims will be reviewed by the appropriate supervisor no less frequently than at the following intervals for quality control:
  1. File creation
  2. Denials
  3. Delayed claims
  4. When reserve increases exceed examiner authority
  5. Closures
  6. When a proposed settlement exceeds examiner authority
  7. AOE/COE and sub-rosa investigative referrals
  8. Open indemnity files at 90 days from date of creation, and every 90 days thereafter until claim resolution, and every 180 days on settled claims
  9. 15 days prior to mandatory settlement conference
  10. 15 days prior to scheduled trials
  11. The Town will be advised of the assessment of any penalty for delayed payment and the reason thereof and Consultant's plans for payment of such penalty within five (5) days of assessment.

**FILE DOCUMENTATION:**

1. The basis for initial and subsequent reserve changes and payments will be clearly explained in the claim file.
2. Summary of investigative plan of action and efforts will be documented in the claim file.
3. A decision on compensability will be documented in the file along with the basis for that decision within 14 days of receipt of the Claim Form (DWC 1), whenever possible.
4. Claims on which a delay is necessary must clearly document the reasons for the delay; the information needed to determine compensability and the anticipated date of a final decision.

In no case will the final date be more than 90 days after the Town's date of knowledge.

5. Employer contact is required to verify continued disability and explore the availability of modified or light duty prior to processing of disability payments.
6. Claims involving lost time will be reported to the Index Bureau and this referral will be reflected in the claim file.

## INVESTIGATIONS

1. Lost time claims will be investigated. At a minimum, the Town will be contacted to obtain accident information, witness names, and to verify disability dates and wage information.
2. On questionable indemnity claims, investigative assignments will be made to outside vendor within 5 days of Consultant's notice of claim to obtain statements from witnesses and the injured employee, when necessary.
3. Medical verification of causation and disability will be obtained prior to each payment of disability benefits. An estimate as to length of disability and extent of disability will be obtained.
4. Consultant will contact the injured employee via telephone within 24 hours of notice of injury on all lost time cases to verify injury, prior related medical history, and accident information and to explain benefits. The results of this contact and all contact attempts will be documented in the claim file. Subsequent regular contact with temporarily disabled employees will be maintained.
5. Investigative assignments will address the applicability of apportionment, subrogation potential and the need for surveillance or activity checks.
6. Outside investigative services will be retained on an as-needed basis only, with concurrence from the Town. The need for outside services will be clearly documented in the file.
7. Where medical causation is unclear, a medical evaluation will be requested with a qualified physician following the required QME process. All relevant medical records and investigative information will be provided to the physician for review prior to the date of examination.

## **MEDICAL MANAGEMENT**

1. Initial investigative contacts with the employer, employee, and physician's office will be made within 24 hours of Consultant's notice of the claim on all lost time cases.
2. Medical verification of disability will be obtained in a timely manner and maintained in the claim file to document the need for continuing indemnity benefits.
3. Medical treatment provided will be reviewed for necessity, reasonableness, and relationship to the industrial injury with appropriate referrals for Utilization Review services.
4. Catastrophic injury claims and extensive lost-time claims will be reviewed by a qualified medical management provider, as needed. Claims referred for outside medical management services will reflect the intent and scope of services requested.
5. Independent medical examinations by qualified physicians will be scheduled when needed to address necessity or reasonableness of care, following the appropriate QME procedures requirements. A cover letter will be provided to the physician outlining the specific issues and concerns along with the examiner's questions.
6. Recommendations for back surgery shall be confirmed through a second opinion unless objective signs of neurological involvement and radiculopathy exist, following the labor code requires procedures.
7. Pre-existing medical conditions and medical records will be explored/obtained on all lost-time claims, as needed when an issue of apportionment exists.
8. Treatment recommendations for care such as physical therapy, chiropractic manipulations, etc., will be verified with the physician as to duration, frequency and anticipated results.
9. Medical bills submitted without supporting medical reports shall not be paid until a medical report is obtained. All bills will be adjusted according to the fee schedule and paid or objected to according to the law.
10. Medical-legal costs will be reviewed for appropriateness and necessity. Bills which do not qualify as a valid medical-legal expense will be objected to on a timely basis.

## **RESERVING**

1. Lost-time claims will be reviewed at 30 days, 90 days from date of creation and every 90 days thereafter for the life of the claim for adequacy of reserves and proper development of the action plan on all unresolved claims and every 180 days on resolved claims.
2. Reserve amounts will reflect the ultimate probable cost of the claim, and worksheets detailing reserve changes will be kept in the claim file..

3. Claims with aggregate reserve increases exceeding \$25,000 require supervisory review and approval. Evidence of supervisory review and direction shall be clearly documented in the claim file.

## **COMMUNICATION**

1. Quarterly Claim Reviews will be provided if requested by the Town, and if requested, a detailed review of selected claims and their medical management will be presented by Consultant.
2. Annual Stewardship Reports shall be created and reviewed in detail with the Town.
3. The Town shall be consulted prior to all settlements beyond the prearranged authority levels, if any.

## **MIS**

1. Agreed to monthly, quarterly and annual reports will be produced and forwarded to the Town by the 14<sup>th</sup> of the month.
2. Check production will occur on a daily basis. Signatures will be obtained as required by the Town.
3. On-line access will be made available to the Town. Training on report formatting and production capabilities will also occur, as required.

## **LITIGATION MANAGEMENT**

1. The examiner will retain primary responsibility on all claims referred to defense counsel. Defense counsel will not be used to perform activities that should be the responsibility of the examiner. Referrals will be made to hearing representatives whenever possible and feasible consistent with the Town's guidelines.
2. Legal counsel will be selected on the basis of expertise and performance and as agreed to with the Town.
3. Claims sent to defense counsel will be accompanied by a referral form outlining the status of the case, results of investigations and primary issues.
4. Defense counsel will be required to provide a case summary with recommendations for resolution and an action plan within 15 days of referral.
5. At least two weeks prior to close of discovery on cases proceeding to trial, the file will have been adequately prepared to include necessary depositions, medical examinations and witness identification and contacts.

**EXHIBIT C**

**COMPENSATION SCHEDULE**

Compensation for Consultant's professional services shall not exceed the amounts set forth below:

**I. Claims Administration Services:**

On or before the first day of each month during the Term, the Town will pay Consultant a fixed monthly fee for the claims administration services described in this Agreement. The Town's obligation to pay compensation in future fiscal years shall be contingent upon budget authorization by the Town Council.

FY 2017-18	\$4,291.66 monthly
------------	--------------------

**2. Program Implementation:**

MMSEA Reporting	\$500 flat rate due on 7/1 of each year the contract commences.
Custom computer programming	\$150.00 per hour, as needed
Index Bureau reporting	\$9.20 each time a claim is reported, or whatever the current costs may be as determined by ISO.

**3. Expenses:**

In addition to the payment of all medical and indemnity loss expenses incurred by or on behalf of the Town in connection with the handling of any claim under this Agreement, the Town will pay "Allocated Expenses", which are defined as those costs incurred on a claim file unrelated to administration or management services as described in this proposal. Allocated Expenses may include legal fees, court reporters, court costs, professional photographers, expert witness fees, sub-rasa, field investigation and outside services and other similar services not considered administrative in this proposal.

**4. Medical Management:**

Unless otherwise directed, consultant shall utilize the following companies for medical cost containment services:

**Bill Review**

Diamond Bill Review Services to provide all bill review functions, whose charges are as follows and paid through a monthly invoice on a designated claim file:

Medical bills	\$3.00 Header per bill, \$1.00 per line
Inpatient Bills	20% of savings
Outpatient Bills	16% of savings
Out of Network Bills	25% of savings
PPO Network	20% of savings*
Fees for Review Only bills and liens	\$100.00 flat rate

**Utilization Review**

GENEX for all Utilization and Physician/Peer Review services, whose charges are as follows and paid off the claim files:

- \$100.00 per RN determination, including all letters
- \$220.00/hr (billed in 1/4 hr increments) Physician Advisor Review, including letters
- \$310.00/hr (billed in 1/4 hr increments) Specialty Physician Reviews on Appeals, including letters
- \$310.00/hr (billed in 1/4 hr increments) Peer Review, with report

## **EXHIBIT D**

### **INSURANCE**

#### **A 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.  
  
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.

#### **B 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.  
  
The Consultants insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance's 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.

C All Coverage's: Each insurance policy required in this item shall be endorsed to state that  
Exhibit D Insurance (continued)

coverage shall not be suspended, voided, canceled, 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.

- D. 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.

FOURTH AMENDMENT TO AGREEMENT

This fourth AMENDMENT TO AGREEMENT is entered into this 1<sup>st</sup> day of July, 2018 by and between the Town of Los Gatos, State of California, herein called "Town", and Innovative Claim Solutions, Inc., herein called "Consultant."

RECITALS

- A. Town and Consultant entered into an Agreement on June 30, 2010 to provide workers' compensation administration consulting services, a copy of which is attached hereto and incorporated by reference as Exhibit A.
- B. The Town and Consultant entered into a First Amendment to Agreement on October 8, 2013, a copy of which is attached hereto and incorporated by reference as Exhibit B.
- C. The Town and Consultant entered into a Second Amendment to Agreement on July 1, 2016, a copy of which is attached hereto and incorporated by reference as Exhibit C.
- D. The Town and Consultant entered into a Third Amendment to Agreement on June 23, 2017, a copy of which is attached hereto and incorporated by reference as Exhibit D.
- E. The Town desires to extend the contract through August 31, 2018.

AMENDMENT

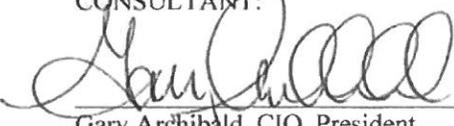
- 1. Section 1 of Exhibit C "Compensation Schedule" of the agreement is hereby amended to reflect that the Town pays Consultant a monthly fee of \$4,067 (equivalent to an annual fee of \$48,804) for the period of July 1, 2018 through August 31, 2018.
- 2. Section 3 "Time of Performance" of the Agreement is hereby amended to provide that the term of the Agreement is for a period of two months, July 1, 2018 through August 31, 2018.
- 3. All other terms and conditions of the Agreement effective July 1, 2010 remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date indicated on this agreement.

TOWN OF LOS GATOS:

CONSULTANT:

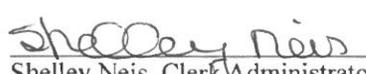
 5-31-18  
 Laurel Prevetti, Town Manager Date

 5-10-18  
 Gary Archibald, CIO, President Date  
 Innovative Claim Solutions, Inc.

APPROVED AS TO FORM:

 5/30/18  
 Robert Schultz, Town Attorney Date

ATTEST:

 5/31/18  
 Shelley Neis, Clerk/Administrator Date

**AGREEMENT FOR WORKERS' COMPENSATION CLAIMS ADMINISTRATION CONSULTANT SERVICES**

THIS AGREEMENT is entered into this 30th day of June, 2010, by and between the Town of Los Gatos, State of California, herein called the "Town", and Innovative Claim Solutions, Inc., engaged in providing workers' compensation administration consulting services herein called the "Consultant".

**RECITALS**

- A. The Town endeavors to ensure the proper administration of its self-insured workers' compensation program.
- B. The Town desires to engage a workers' compensation administration consultant to provide high-quality claims administration services for the Town's workers' compensation program, because of Consultant's experience and qualifications to perform the desired work.
- C. The Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

**AGREEMENTS**

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. **Scope of Services.** The Consultant shall provide the services as set forth in the "Scope of Services", referred to as Exhibit A and incorporated herein by reference.
- 2. **Incorporated Terms.** The Consultant shall provide services in accordance with the terms as set forth in the "Incorporated Terms", referred to as Exhibit B and incorporated herein by reference.

Any violation of the terms and conditions of this contract shall be identified in writing by the Town. After a thirty day resolution period, commencing on the date of mailing of written notice, continued violations by Consultant shall result in a 10% monthly reduction in fees until the condition is resolved to the satisfaction of the Town. Such right shall not limit the Town's right to terminate this contract if the Town determines that it is in the best interest to do so, in the Town's sole discretion and with or without cause.

- 3. **Time of Performance.** The services of the Consultant shall commence **July 1, 2010**, for a three year contract period, ending **June 30, 2013**. The services of the Consultant are to commence upon the execution of this Agreement and issuance of a Town purchase order. The purchase order shall issue upon receipt by the Town of evidence of insurance and a Town business license as required by this Agreement.

4. **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 represents and warrants to Town that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals 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.
  
5. **Sole Responsibility.** Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
  
6. **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 made available for retrieval by 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.
  
7. **Compensation.** Compensation for Consultant's professional services shall not exceed the amounts set forth in the "Compensation Schedule", referred to as Exhibit C and incorporated herein by reference. Payment shall be **net thirty (30) days.**

Billing shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

All invoices and statements to the Town shall reference the Town's purchase order number and be addressed as follows:

**Invoices:**

Town of Los Gatos  
 Attn: Accounts Payable  
 P.O. Box 655  
 Los Gatos, CA 95030

**Statements:**

Town of Los Gatos  
 Attn: Finance Department  
 P.O. Box 655  
 Los Gatos, CA 95030

8. **Availability of Records.** Consultant shall maintain the records supporting this billing for not less than three (3) 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.
9. **Project Manager.** The Project Manager for the Consultant for the work under this Agreement shall be:

Gary Archibald, CIO, President  
11030 White Rock Road, Suite 210  
Rancho Cordova, CA 95670  
Phone: (916) 852-8588 Fax: (916)852-8505

Unless otherwise specified, consultant contact with Town shall be limited to the Human Resources Director, Human Resources Specialist, Town Attorney, Assistant Town Manager or their designee.

10. **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.
11. **Notices.** Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To Town: Rumi Portillo  
Director of Human Resources  
110 E. Main Street  
P. O. Box 949  
Los Gatos, CA 95031

To Consultant: Gary Archibald, CIO, President  
11030 White Rock Road, Suite 210  
Rancho Cordova, CA 95670

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

12. **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.

13. **Conflict of Interest.** Consultant understands that its professional responsibility is 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.
14. **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.
16. **Indemnification.** Each party shall defend, indemnify and hold harmless the other party, and its directors, officers, employees, consultants, affiliates and agents from and against any and all claims, demands, suits, causes of action, awards, penalties, judgments and liabilities, including, without limitation, attorneys' fees and costs arising from any actual or alleged negligent, intentional or wrongful acts or omissions committed by the party or its employees, consultants, agents or other individuals working for the party arising out of or related to performance under this Agreement, save and except claims, demands, suits, causes of action, awards, penalties, judgments and liabilities arising through the negligence or intentional wrongful misconduct or omission of the other party, whereupon the relative liabilities shall be attributed and assessed by legal process. Notwithstanding, Consultant shall have no liability or obligation to the Town in the event the act or omission giving rise to a claim was directed in writing by the Town contrary to the written recommendation of Consultant. The duty to indemnify and hold harmless shall survive the termination of this Agreement and shall include the duty to pay all reasonable costs, attorneys' fees, expenses and liabilities incurred in the investigation or defense of any claim or suit.

Town shall not be liable to Consultant for personal injury of employees or property damage

sustained by Consultant in the performance of the services specified in this Agreement.

Penalties and Fines Under Workers' Compensation (WC) Laws:

Consultant and the Town acknowledge that there are various penalties and administrative fines that are contained in the State of California Workers' Compensation laws that may be imposed on both employers and claim administrators.

Notwithstanding the indemnification provisions set forth above, the parties expressly agree that:

(i) Consultant shall be responsible for any fines or penalties associated with questionable or controverted claims which Consultant denies without first consulting and obtaining approval by Town for denial of the claim(s). Consultant will not be responsible for any fines or penalties levied by the Division of Workers' Compensation or any other judicial or quasi-judicial organization for improper denial of a claim(s), if over the objections of Consultant, Consultant denied said claim(s) at the direction of the Town.

(ii) The Town shall be responsible for all penalties where Consultant has not been given sufficient notice such that Consultant has had at least five (5) working days in which to investigate the claim and to pay temporary disability or send the required wage continuation notice before the penalties were assessed. Consultant shall be responsible for all penalties in which it has had five (5) or more working days in which to investigate and pay temporary disability or send a wage continuation notice. For the purpose of this section "working day" means all days except Saturdays, Sundays and Town observed holidays.

(iii) Any penalties and fines arising under WC Laws caused by failure of Consultant to perform its obligations under this Agreement shall be paid by Consultant.

(iv) Any penalties and fines arising under the WC Laws caused by failure of the Town to perform its obligations under this Agreement shall be paid by the Town.

Notice of Penalties:

Consultant agrees to use its best efforts to promptly notify the Town of situations that they discover which may result in penalties.

Survival:

The provisions of this Section 16 regarding penalties shall survive any termination of this Agreement for a period of three (3) years.

17. **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.
18. **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 or Municipal Court of the County of Santa Clara.

19. **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 sixty (60) days written notice of termination. In the event of termination, the Consultant shall make available for retrieval by the Town all 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 pursuant to EXHIBIT A attached hereto, 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.

In addition, in the event the Town purchases Workers' Compensation Insurance, or its Certificate of Consent to Self-Insure is rescinded or revoked, this Agreement shall automatically terminate upon the effective date of such event.

**Certain Rights After Termination: Upon termination of this Agreement, a final accounting shall be made of all fees and other amounts payable to Innovative Claim Solutions, Inc. pursuant to this Agreement and of any funds belonging to the Town in the possession of Innovative Claim Solutions, Inc., any balance due and owing Innovative Claim Solutions, Inc. or the Town, as the case may be, will be promptly paid based on such accounting. In addition, all original claim files, records and reports in the possession of Innovative Claim Solutions, Inc. and pertaining to employee claims subject to this agreement shall be made available for retrieval by the Town or its designee upon request following termination of this Agreement.**

20. **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.
1. **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.

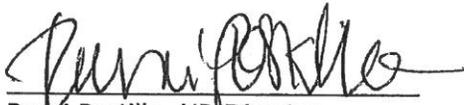
Any disputes arising from or related to this Agreement may be resolved and determined through binding arbitration before the American Arbitration Association, pursuant to the Commercial Arbitration Rules.

21. **Entire Agreement.** This Agreement, including Exhibits A through D, 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 as of the date indicated on page one (1).

Town of Los Gatos

Consultant:

  
Rumi Portillo, HR Director  
Town of Los Gatos

  
Gary Archibald, CIO, President  
Innovative Claim Solutions, Inc.

  
Greg Larson, Town Manager  
Town of Los Gatos

ATTEST:

Clerk of the Town of Los Gatos,  
Los Gatos, California

  
Jackie Rose, Town Clerk

Approved as to Form:

  
Michael Martello, Interim Town Attorney

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT is dated for identification this 8th day of October, 2013 and amends that certain agreement for WORKERS' COMPENSATION CLAIMS ADMINISTRATION dated the 30<sup>th</sup> day of June, 2010, made by and between the Town of Los Gatos, ("Town,") and Innovative Claims Solutions, Inc., ("Consultant.")

RECITALS

- A. Town and Consultant entered into an agreement to provide services in providing workers' compensation administration consulting services on June 30, 2010, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to renew the contact for period of July 1, 2013 through June 30, 2016.

AMENDMENT

- 1. Section 3 "Time of Performance" of the Agreement is hereby amended to provide that the term of the Agreement is for a period of three years from July 1, 2013 through June 30, 2016
- 2. Exhibit C "Compensation" of the Agreement is hereby amended to reflect that the Town pay Consultant an annual fee of \$45,000 for the period July 1, 2013 through June 30, 2014. The fee will increase to \$48,000 for the period July 1, 2014 through June 30, 2015 and \$50,000 for the period July 1, 2015 through June 30, 2016 for total of \$143,000.
- 3. All other terms and conditions of the Agreement remain in full force and effect.

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

Town of Los Gatos

By: [Signature]  
Greg Larson, Town Manager

Approved as to Consent:

By: [Signature]  
Gary Archibald, CIO, President  
Innovative Claim Solution, Inc.

Department Approval:

[Signature]  
Rumi Portillo  
Human Resources Director

Approved as to Form:

[Signature]  
Judith J. Propp, Town Attorney

**SECOND AMENDMENT TO AGREEMENT**

CLERK DEPARTMENT

AGR 16.118

This second AMENDMENT TO AGREEMENT is entered into this 11th day of June, 2016 by and between the Town of Los Gatos, State of California, herein called "Town", and Innovative Claim Solutions, Inc., herein called "Consultant."

REC \_\_\_\_\_

RESO \_\_\_\_\_

RECITALS

- A. Town and Consultant entered into an Agreement on June 30, 2010 to provide workers' compensation administration consulting services, a copy of which is attached hereto and incorporated by reference as Attachment 1 of Exhibit A.
- B. The Town and Consultant entered into a First Amendment to Agreement on October 8, 2013, a copy of which is attached hereto and incorporated by reference as Exhibit A.
- C. The Town desires to extend the contract through June 30, 2017.

AMENDMENT

- 1. Section 1 "Scope of Services" of the Agreement is hereby amended and incorporated by reference as Exhibit B.
- 2. Section 3 "Time of Performance" of the Agreement is hereby amended to provide that the term of the Agreement is for a period of one year, July 1, 2016 through June 30, 2017.
- 2. Section 7 "Compensation" of the Agreement is hereby amended to reflect that the Town pays Consultant an annual fee of \$51,500 for the period July 1, 2016 through June 30, 2017.
- 3. All other terms and conditions of the Agreement effective July 1, 2010 remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date indicated on this agreement.

TOWN OF LOS GATOS:

CONSULTANT:

Laurel Prevetti 6-20-16  
 Laurel Prevetti, Town Manager Date

Gary Archibald 6-16-16  
 Gary Archibald, CIO, President Date  
 Innovative Claim Solutions, Inc.

APPROVED AS TO FORM:

Robert Schultz 6-16-16  
 Robert Schultz, Town Attorney Date

ATTEST:

Shelley Neis 6-22-16  
 Shelley Neis, Clerk Administrator Date

**THIRD AMENDMENT TO AGREEMENT**

This third AMENDMENT TO AGREEMENT is entered into this 20 day of June, 2017 by and between the Town of Los Gatos, State of California, herein called "Town", and Innovative Claim Solutions, Inc., herein called "Consultant."

RECITALS

- A. Town and Consultant entered into an Agreement on June 30, 2010 to provide workers' compensation administration consulting services, a copy of which is attached hereto and incorporated by reference as Attachment 1.
- B. The Town and Consultant entered into a First Amendment to Agreement on October 8, 2013, a copy of which is attached hereto and incorporated by reference as Attachment 2.
- C. The Town and Consultant entered into a Second Amendment to Agreement on June 30, 2017, a copy of which is attached hereto and incorporated by reference as Attachment 3.
- D. The Town desires to extend the contract through June 30, 2018.

AMENDMENT

- 1. Section 1 of Exhibit C "Compensation Schedule" of the Agreement is hereby amended to reflect that the Town pays Consultant a monthly fee of \$4,291.66 monthly (equivalent to an annual fee of \$51,500) for the period July 1, 2017 through June 30, 2018.
- 2. All other terms and conditions of the Agreement effective July 1, 2010 remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date indicated on this agreement.

TOWN OF LOS GATOS:

CONSULTANT:

Laurel Prevetti 8/24/17  
 Laurel Prevetti, Town Manager Date

Gary Archibald 7-17-2017  
 Gary Archibald, CIO, President Date  
 Innovative Claim Solutions, Inc.

APPROVED AS TO FORM:

Robert Schultz 8/18/17  
 Robert Schultz, Town Attorney Date

ATTEST:

Shelley Neis 8/25/17  
 Shelley Neis, Clerk Administrator Date



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/01/2018

ITEM NO: 03

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DATE: APRIL 24, 2018  
TO: MAYOR AND TOWN COUNCIL  
FROM: LAUREL PREVETTI, TOWN MANAGER  
SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INNOVATIVE CLAIMS SOLUTIONS, INC. TO EXTEND THE CONTRACT FOR TWO MONTHS TO PERFORM WORKERS' COMPENSATION CLAIMS ADMINISTRATION

RECOMMENDATION:

Authorize the Town Manager to execute a fourth amendment (Attachment 1) to the professional services agreement with Innovative Claims Solutions, Inc. to extend the contract for two months to perform workers' compensation claims administration.

BACKGROUND:

The Town uses Innovative Claims Solutions, Inc. (ICS), a third-party administrator, for its self-funded workers' compensation program. ICS was selected through a competitive bid process conducted in 2010. The original agreement with ICS was established through June 30, 2012. In August 2013, the Town extended the contract through June 30, 2016. Two subsequent one-year extensions were approved through June 30, 2018.

DISCUSSION:

Due to the length of time since a formal request for proposals (RFP) has been solicited for workers' compensation claims administration services, a new request will be sent to vendors in May 2018. Since the timeframe before the current agreement expires is brief, ICS is amenable

PREPARED BY: LISA VELASCO  
Human Resources Director

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Reviewed by: \_\_\_\_ Assistant Town Manager \_\_\_\_ Town Attorney \_\_\_\_ Finance

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PAGE 2 OF 2

SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INNOVATIVE CLAIMS SOLUTIONS, INC. TO EXTEND THE CONTRACT FOR TWO MONTHS TO PERFORM WORKERS' COMPENSATION CLAIMS ADMINISTRATION  
APRIL 24, 2018

DISCUSSION (cont'd):

to extending the agreement for two additional months, at the lower renewal rate, to allow sufficient time for the RFP process to be completed.

CONCLUSION:

Staff recommends that ICS continue to serve as the Town's third-party administrator for an additional two months through August 31, 2018, at a renewal rate reduced from \$4,292 to \$4,067 per month based on claims submission experience.

FISCAL IMPACT:

ICS has agreed to extend the agreement through August 31, 2018 at the lower renewal rate that will be effective on July 1, 2018. The two-month 2018/19 fiscal impact is a total reduction of \$450. Funding to support this agreement is in the Adopted Operating Budget.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Original Agreement
2. First Amendment to Agreement
3. Second Amendment to Agreement
4. Third Amendment to Agreement
5. Proposed Fourth Amendment to Agreement



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/01/2018

ITEM NO: 03

---

DATE: APRIL 24, 2018  
TO: MAYOR AND TOWN COUNCIL  
FROM: LAUREL PREVETTI, TOWN MANAGER  
SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INNOVATIVE CLAIMS SOLUTIONS, INC. TO EXTEND THE CONTRACT FOR TWO MONTHS TO PERFORM WORKERS' COMPENSATION CLAIMS ADMINISTRATION

RECOMMENDATION:

Authorize the Town Manager to execute a fourth amendment (Attachment 1) to the professional services agreement with Innovative Claims Solutions, Inc. to extend the contract for two months to perform workers' compensation claims administration.

BACKGROUND:

The Town uses Innovative Claims Solutions, Inc. (ICS), a third-party administrator, for its self-funded workers' compensation program. ICS was selected through a competitive bid process conducted in 2010. The original agreement with ICS was established through June 30, 2012. In August 2013, the Town extended the contract through June 30, 2016. Two subsequent one-year extensions were approved through June 30, 2018.

DISCUSSION:

Due to the length of time since a formal request for proposals (RFP) has been solicited for workers' compensation claims administration services, a new request will be sent to vendors in May 2018. Since the timeframe before the current agreement expires is brief, ICS is amenable

PREPARED BY: LISA VELASCO  
Human Resources Director

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Reviewed by: \_\_\_ Assistant Town Manager \_\_\_ Town Attorney \_\_\_ Finance

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4/26/2018 11:44

PAGE 2 OF 2

SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INNOVATIVE CLAIMS SOLUTIONS, INC. TO EXTEND THE CONTRACT FOR TWO MONTHS TO PERFORM WORKERS' COMPENSATION CLAIMS ADMINISTRATION  
APRIL 24, 2018

DISCUSSION (cont'd):

to extending the agreement for two additional months, at the lower renewal rate, to allow sufficient time for the RFP process to be completed.

CONCLUSION:

Staff recommends that ICS continue to serve as the Town's third-party administrator for an additional two months through August 31, 2018, at a renewal rate reduced from \$4,292 to \$4,067 per month based on claims submission experience.

FISCAL IMPACT:

ICS has agreed to extend the agreement through August 31, 2018 at the lower renewal rate that will be effective on July 1, 2018. The two-month 2018/19 fiscal impact is a total reduction of \$450. Funding to support this agreement is in the Adopted Operating Budget.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Original Agreement
2. First Amendment to Agreement
3. Second Amendment to Agreement
4. Third Amendment to Agreement
5. Proposed Fourth Amendment to Agreement

**FIFTH AMENDMENT TO AGREEMENT**

This fifth AMENDMENT TO AGREEMENT is entered into this 1<sup>st</sup> day of September, 2018 by and between the Town of Los Gatos, State of California, herein called "Town", and Innovative Claim Solutions, Inc., herein called "Consultant."

RECITALS

- A. Town and Consultant entered into an Agreement on June 30, 2010 to provide workers' compensation administration consulting services, a copy of which is attached hereto and incorporated by reference as Exhibit A.
- B. The Town and Consultant entered into a First Amendment to Agreement on October 8, 2013, a copy of which is attached hereto and incorporated by reference as Exhibit B.
- C. The Town and Consultant entered into a Second Amendment to Agreement on July 1, 2016, a copy of which is attached hereto and incorporated by reference as Exhibit C.
- D. The Town and Consultant entered into a Third Amendment to Agreement on June 23, 2017, a copy of which is attached hereto and incorporated by reference as Exhibit D.
- E. The Town and Consultant entered into a Fourth Amendment to Agreement on July 1, 2018, a copy of which is attached hereto and incorporated by reference as Exhibit E.
- F. The Town desires to extend the contract through June 30, 2019.

AMENDMENT

- 1. Section 1 of Exhibit C "Compensation Schedule" of the agreement is hereby amended to reflect that the Town pays Consultant a monthly fee of \$4,067 (equivalent to an annual fee of \$48,804) for the period of September 1, 2018 through June 30, 2019.
- 2. Section 3 "Time of Performance" of the Agreement is hereby amended to provide that the term of the Agreement is for a period of ten months, September 1, 2018 through June 30, 2019.
- 3. All other terms and conditions of the Agreement effective July 1, 2010 remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date indicated on this agreement.

TOWN OF LOS GATOS:

Laurel Prevetti 9.12.18  
 Laurel Prevetti, Town Manager Date

CONSULTANT:

Gary Archibald 8/23/18  
 Gary Archibald, CIO, President Date  
 Innovative Claim Solutions, Inc.

APPROVED AS TO FORM:

Robert Schultz 9-12-18  
 Robert Schultz, Town Attorney Date

ATTEST:

Shelley Neis 9/13/18  
 Shelley Neis, Clerk Administrator Date

SIXTH AMENDMENT TO AGREEMENT

This sixth AMENDMENT TO AGREEMENT is entered into this 1st day of July, 2019 by and between the Town of Los Gatos, State of California, herein called "Town", and Innovative Claim Solutions, Inc., herein called "Consultant."

RECITALS

- A. Town and Consultant entered into an Agreement on June 30, 2010 to provide workers' compensation administration consulting services... B. The Town and Consultant entered into a First Amendment to Agreement on October 8, 2013... C. The Town and Consultant entered into a Second Amendment to Agreement on July 1, 2016... D. The Town and Consultant entered into a Third Amendment to Agreement on June 23, 2017... E. The Town and Consultant entered into a Fourth Amendment to Agreement on July 1, 2018... F. The Town and Consultant entered into a Fifth Amendment to Agreement on September 1, 2018... G. The Town desires to extend the contract through October 31, 2019.

AMENDMENT

- 1. Section 1 of Exhibit C "Compensation Schedule" of the agreement is hereby amended to reflect that the Town pays Consultant a monthly fee of \$4,067 (equivalent to an annual fee of \$48,804) for the period of July 1, 2019 through October 31, 2019. 2. Section 3 "Time of Performance" of the Agreement is hereby amended to provide that the term of the Agreement is for a period of ten months, July 1, 2019 through October 31, 2019. 3. All other terms and conditions of the Agreement effective July 1, 2010 remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date indicated on this agreement.

TOWN OF LOS GATOS:

Signature of Laurel Prevetti, Town Manager, dated 8/22/19

CONSULTANT:

Signature of Gary Archibald, CIO, President of Innovative Claim Solutions, Inc., dated 8-9-2019

APPROVED AS TO FORM:

Signature of Robert Schultz, Town Attorney, dated 8/22/19

ATTEST FOR THE TOWN OF LOS GATOS

Signature of Shelley Neils, Town Clerk, dated 8/22/19

## SEVENTH AMENDMENT TO AGREEMENT

This seventh AMENDMENT TO AGREEMENT is entered into this 10<sup>th</sup> day of October, 2019 by and between the Town of Los Gatos, State of California, herein called "Town", and Innovative Claim Solutions, Inc., herein called "Consultant."

### RECITALS

- A. Town and Consultant entered into an Agreement on June 30, 2010 to provide workers' compensation administration consulting services, a copy of which is attached hereto and incorporated by reference as Exhibit A.
- B. The Town and Consultant entered into a First Amendment to Agreement on October 8, 2013, a copy of which is attached hereto and incorporated by reference as Exhibit B.
- C. The Town and Consultant entered into a Second Amendment to Agreement on July 1, 2016, a copy of which is attached hereto and incorporated by reference as Exhibit C.
- D. The Town and Consultant entered into a Third Amendment to Agreement on June 23, 2017, a copy of which is attached hereto and incorporated by reference as Exhibit D.
- E. The Town and Consultant entered into a Fourth Amendment to Agreement on July 1, 2018, a copy of which is attached hereto and incorporated by reference as Exhibit E.
- F. The Town and Consultant entered into a Fifth Amendment to Agreement on September 1, 2018, a copy of which is attached hereto and incorporated by reference as Exhibit F.
- G. The Town and Consultant entered into a Sixth Amendment to Agreement on July 1, 2019, a copy of which is attached hereto and incorporated by reference as Exhibit G.
- H. The Town desires to extend the contract through December 31, 2019.

### AMENDMENT

- 1. Section 1 "Compensation Schedule" of the agreement is hereby amended to reflect that the Town pays Consultant a monthly fee of \$4,067 (equivalent to an annual fee of \$48,804) for the period of November 1, 2019 through December 31, 2019.
- 2. Section 3 "Time of Performance" of the Agreement is hereby amended to provide that the term of the Amendment is for a period of two months, November 1, 2019 through December 31, 2019.
- 3. All other terms and conditions of the Agreement effective July 1, 2010 remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date indicated on this agreement.

TOWN OF LOS GATOS:

CONSULTANT:

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

\_\_\_\_\_  
Gary Archibald, CIO, President                      Date  
Innovative Claim Solutions, Inc.

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Schultz, Town Attorney      Date

ATTEST:

\_\_\_\_\_  
Shelley Neis, Clerk Administrator      Date



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2019

ITEM NO: 5

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DATE: October 8, 2019

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Approve the Street List for the FY 2019/20 Annual Street Repair and Resurfacing Project (19-811-9901), and Authorize the Following Actions for the Annual Curb, Gutter, and Sidewalk Maintenance Project (19-813-9921):

- a. Approve the Plans and Specifications;
- b. Authorize the Town Manager to Advertise the Project for Bid;
- c. Authorize the Town Manager to Award and Execute a Construction Agreement in an Amount not to Exceed \$1,237,841, 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; and
- e. Authorize an Expenditure Budget Transfer of \$310,257 from the Annual Street Repair and Resurfacing Project (19-811-9901) to the Annual Curb, Gutter, and Sidewalk Maintenance Project (19-813-9921).

**RECOMMENDATION:**

Approve the Street List for the FY 2019/20 Annual Street Repair and Resurfacing Project (19-811-9901), and Authorize the Following Actions for the Annual Curb, Gutter, and Sidewalk Maintenance Project (19-813-9921):

- a. Approve the Plans and Specifications;
- b. Authorize the Town Manager to Advertise the Project for Bid;
- c. Authorize the Town Manager to Award and Execute a Construction Agreement in an Amount not to Exceed \$1,237,841, 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; and
- e. Authorize an Expenditure Budget Transfer of \$310,257 from the Annual Street Repair and Resurfacing Project (19-811-9901) to the Annual Curb, Gutter, and Sidewalk Maintenance Project (19-813-9921).

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

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

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PAGE 2 OF 5

SUBJECT: Approve the Street List for the FY 2019/20 Annual Street Repair and Resurfacing Project, and Approve Actions for the Annual Curb, Gutter, and Sidewalk Maintenance Project.

DATE: October 8, 2019

BACKGROUND:

The adopted FY 2019/20-2023/24 Capital Improvement Program (CIP) Budget designates funding for two projects, Street Repair and Resurfacing (project 19-811-9901) and curb, gutter, sidewalk, and curb ramp replacement and construction (project 19-813-9921). These two projects are synergistic and consistent with the Town's goals to improve public safety and to improve the quality of Town streets.

Street reconstruction, asphalt overlay, or rubber cape seal treatments all trigger the requirement for curb ramp upgrades in compliance with the Americans with Disabilities Act (ADA). The only major street resurfacing treatment that does not trigger the federal upgrade requirement is slurry seal. Curb ramps required for the Town's Annual Street Repair program are typically bid as part of the Annual Curb, Gutter and Sidewalk Maintenance project to allow for more competitive pricing with similar concrete services. Recently, the number of ramps that need upgrading for the annual street repair project absorb most of the project budget for the Annual Curb, Gutter, and Sidewalk Maintenance Project, leaving only a few additional maintenance dollars for other areas in Town as discussed later in this report.

DISCUSSION:

*Recommended FY 2019/20 Annual Street Repair and Resurfacing Project Street List*

Streets are assessed by their need, with streets in varied condition receiving differing levels of treatment. Several streets in the program are ready for an asphalt overlay, a more significant treatment. These streets include two streets that the Town Council approved as Senate Bill 1 (SB1) funded streets (Attachment 1) on April 16, 2019. The work associated with these two streets will exhaust the remaining SB1 funding:

- Knowles Avenue from Dardanelli to Dell
- Pollard Avenue from Knowles to West Parr

Staff recommends the addition of Industrial Way from Andrews to Blossom Hill Road as an asphalt overlay. This street will be included in the overlay part of the project with funds coming from other sources than SB1.

This year's annual street maintenance project will also provide a heavier focus on preventive maintenance through slurry seals with streets identified by the Town's pavement maintenance program, Streetsaver. Slurry seals are the first line of defense against pavement deterioration, providing a new wearing surface in the form of a thin asphalt-sand emulsion over the existing roadway. This year, 84 residential street sections were identified by the Streetsaver program

PAGE 3 OF 5

SUBJECT: Approve the Street List for the FY 2019/20 Annual Street Repair and Resurfacing Project, and Approve Actions for the Annual Curb, Gutter, and Sidewalk Maintenance Project.

DATE: October 8, 2019

DISCUSSION (continued):

and confirmed by Town Engineering staff as appropriate for slurry seal treatment (Attachment 2).

The proposed slurry seal program aligns with the concept of keeping streets in good condition and not letting them fall to a condition that is more costly to repair. The best management practices developed from years of pavement analysis and pavement maintenance programs are based on the principle that it costs less to maintain roads that are in good condition than those in worse condition categories.

Staff is also recommending placement of a rubber cape seal on University Avenue from Main Street to Blossom Hill Road. A rubber cape seal is a rubber chip seal covered by a slurry seal and is an appropriate treatment for streets that are exhibiting distress cracking and/or have fallen out of the “good” condition category.

Should Council approve the project street list, staff would move forward with project design work. It is anticipated staff would return to Council in early 2020 for approval of the plans and specifications and authorization to bid the project.

*Annual Curb, Gutter and Sidewalk Maintenance Project*

This year’s Annual Curb, Gutter and Sidewalk Maintenance Project will address replacement of broken and lifted sidewalk, curb, and gutter, as well as the installation of ADA ramps. Most of the proposed ADA ramp work included in the project is related to the Town’s proposed street repair work for next year. Some additional ramp work was included to address resident complaints and several heavily used non-compliant ramps on Main Street near the downtown.

The proposed project also addresses the repair of curb, gutter, and sidewalk throughout Town. Repairs are generally at locations where tree roots have uplifted curb and sidewalk creating drainage and safety concerns with the majority of projects generated through resident complaints or claims from tripping hazards. This year’s project will complete 49 concrete repairs to address these needs. The project was able to add the large number of repair locations because of the increased project budget provided by Council through the FY 2019/20 budget process. In some of these locations where trees, other than nuisance trees, need to be removed to complete the repair, staff has coordinated with the adjacent resident(s) for concurrence.

PAGE 4 OF 5

SUBJECT: Approve the Street List for the FY 2019/20 Annual Street Repair and Resurfacing Project, and Approve Actions for the Annual Curb, Gutter, and Sidewalk Maintenance Project.

DATE: October 8, 2019

DISCUSSION (continued):

The base bid engineer's estimate for this project is \$1,051,369 including a 10% contingency and project delivery costs, all within the project budget. The costs to upgrade ramps on University Avenue, in alignment with federal ADA law, exceeded the project budget and have been included as an additive alternate bid item. The base bid plus the additive alternate cost for the University Avenue ramps is \$1,361,625, including a 10% contingency and project delivery costs. This additive cost would exceed the budget if the project bids equal the engineer's estimate. The ramps are required on University Avenue because this street is recommended for a rubber cape seal. Staff is requesting a budget transfer from the Annual Street Repair and Resurfacing project of up to \$310,257 to cover the cost of the ramps. Due to the timing for bidding occurring early in the bidding cycle, staff is anticipating competitive bids, which may reduce the amount of money needed for this budget transfer. Once bids are received, only the amount necessary to complete the work will be transferred and the action will be documented at the Mid-Year Budget Review.

The project plans and specifications for the Annual Curb, Gutter, Sidewalk and Ramp project can be viewed on the Town website at <https://www.losgatosca.gov/108/Capital-Improvement-Program>.

CONCLUSION:

Approval of the recommendations will allow staff to begin design on the street maintenance project and allow the annual concrete maintenance project to move forward for bidding and award. This concrete maintenance project will be constructed in advance of this year's pavement maintenance work to meet the associated ADA requirements triggered by that project. The concrete maintenance project will be bid in the fall with construction occurring in the winter and spring in an attempt to get better contractor pricing.

COORDINATION:

This project has been coordinated with the Finance Department.

SUBJECT: Approve the Street List for the FY 2019/20 Annual Street Repair and Resurfacing Project, and Approve Actions for the Annual Curb, Gutter, and Sidewalk Maintenance Project.

DATE: October 8, 2019

FISCAL IMPACT:

<b>Curb, Gutter &amp; Sidewalk Maintenance</b>		
<b>Project 813-9921</b>		
	<b>Budget</b>	<b>Costs</b>
GFAR	\$ 1,063,677	
Requested Budget Transfer	\$ 310,257	
<b>Total Budget</b>	<b>\$ 1,373,934</b>	
FY 19/20 Prior Commitments		\$ 4,571
Project Construction (Including Contingencies)		\$ 1,237,841
Staff Costs		\$ 108,784
Project Delivery Costs		\$ 15,000
<b>Total Expenditures</b>		<b>\$ 1,366,196</b>
<b>Remaining Balance</b>		<b>\$ 7,738</b>

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 a combination of full-time budgeted staff and part time staff that support fluctuating workloads. The costs for part-time staff will be directly associated with this project while full-time staff are accounted for in the Department’s operating budget.

<b>Staff Costs</b>		<b>Costs</b>
Operating Budget (Full time with benefits)		\$ 93,784
Unbudgeted (Temporary staff with no benefits)		\$ 15,000
<b>Total</b>		<b>\$ 108,784</b>

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.

Attachment:

1. Council Approved SB1 Street List (Resolution 2019-016)
2. Proposed Street List

## RESOLUTION 2019-016

### RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019/20 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our Town are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the Town must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the Town, will receive an estimated \$541,006 in RMRA funding in Fiscal Year 2019/20 from SB 1; and

**WHEREAS**, this is the third year in which the Town is receiving SB 1 funding and will enable the Town to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the Town used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities' priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the Town maintain and rehabilitate 2 roads this year and similar projects into the future; and

**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the Town’s streets and roads are in a fair condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE, BE IT RESOLVED:** The Fiscal Year 2019/20 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

<b>Location</b>	<b>Description</b>	<b>Scheduled Completion</b>	<b>Estimated Useful Life</b>
Knowles from Dardanelli to Dell Pollard from Knowles to West Parr	Placement of rubber cape seal or overlay to maintain pavement surface. These are arterial roads and are critical for transit needs in the Town.	Fall 2020	10 - 25 years
Winchester from Lark to Blossom Hill	Placement of rubber cape seal or overlay to maintain pavement surface. This is an arterial road and is critical for transit needs in the Town.	Fall 2021	10 - 25 years
Union Avenue from Blossom Hill Road to Los Gatos-Almaden Road	Placement of rubber cape seal or overlay to maintain pavement surface. This is an arterial road and is critical for transit needs in the Town.	Fall 2022	10 - 25 years
Quito Road from Bicknell to Woodbank	Placement of rubber cape seal or overlay to maintain pavement surface. This is a collector road and is critical for transit needs in the Town.	Fall 2023	10 - 25 years

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 16th day of April of 2019 by the following vote:

COUNCIL MEMBERS:

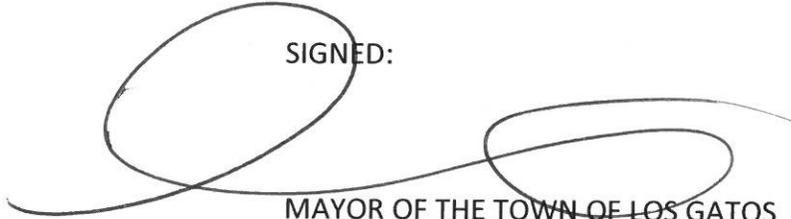
AYES: Marcia Jensen, Rob Rennie, Marico Sayoc, Barbara Spector, Mayor Steven Leonardis

NAYS: None.

ABSENT: None.

ABSTAIN: None.

SIGNED:



MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE:

4/19/19

ATTEST:

*Shelley Reis*

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

DATE: 4-19-19

**Town of Los Gatos**  
**#19-811-9901 Annual Street Repair and Resurfacing**  
**Streets List**

Street	From	To	Type
Bicknell Rd.	Verona Ct.	Montclair Rd.	Slurry Seal
Capistrano Pl.	More Ave.	End	Slurry Seal
La Montagne Ct.	Wimbeldon Dr.	End	Slurry Seal
Lora Dr.	Wedgewood Ave.	End	Slurry Seal
Mistletoe Rd.	Old Adobe Rd.	End	Slurry Seal
Montclair Rd.	E. Quito Rd. (Town Limit)	Old Adobe Rd.	Slurry Seal
Montclair Rd.	More Ave.	Bicknell Rd.	Slurry Seal
Montclair Ct.	Montclair Rd.	End	Slurry Seal
Mulberry Dr.	Wedgewood Ave.	End	Slurry Seal
Old Adobe Rd.	Bicknell Rd.	Quito Rd	Slurry Seal
Old Adobe Wy.	Old Adobe Rd.	End	Slurry Seal
Plaza La Posada	Old Adobe Rd.	End	Slurry Seal
Prince St.	Newville Dr.	Roxbury Ln.	Slurry Seal
Rinconada Oaks Ct.	Old Adobe Rd.	End	Slurry Seal
Roxbury Ln.	More Ave.	Wedgewood Ave.	Slurry Seal
Smith Creek Dr.	Bicknell Rd.	End	Slurry Seal
Vallecitos Wy.	Via De Tesoros	End	Slurry Seal
Verona Ct.	Bicknell Rd.	End	Slurry Seal
Via La Posada	Plaza La Posada	Via De Terores	Slurry Seal
Via Teresa	Bicknell Rd.	End	Slurry Seal
Wimbeldon Dr.	Wedgewood Ave.	Winchester Blvd.	Slurry Seal
Alley 3 (Bt. Massol & Tait)	Bean Ave.	Nicholson Ave.	Slurry Seal
Alley 4 (Bt. Massol & Tait)	Nicholson Ave.	Bachman Ave.	Slurry Seal
Alley 5 (Bt. Tait & Wilder)	Bean Ave.	Nicholson Ave.	Slurry Seal
Alley 6 (Bt. Tait & Wilder)	Nicholson Ave.	Bachman Ave.	Slurry Seal
Apricot Ln.	Hernandez Ave.	Bachman Ave.	Slurry Seal
Bachman Ave.	N. Santa Cruz Ave.	University Ave.	Slurry Seal
Bentley Ave.	University Ave.	Edelen Ave.	Slurry Seal
Broadway Extension	W. Main St.	Private drive	Slurry Seal
Chestnut Ave.	Overlook Rd.	Hernandez Ave.	Slurry Seal
Elm St.	N. Santa Cruz Ave.	University Ave.	Slurry Seal
Ellenwood Ave.	Hernandez Ave.	W. Ellenwood Ave.	Slurry Seal
Ellenwood Ave.	City Limits	Glen Ridge Ave.	Slurry Seal
Fairview Ave.	Pennsylvania Ave.	Fairview Plaza	Slurry Seal
Fairview Plaza	Fairway Ave.	End	Slurry Seal
Glen Ridge Ave.	Pennsylvania Ave.	Hernandez Ave.	Slurry Seal
Grays Ln.	N. Santa Cruz Ave.	University Ave.	Slurry Seal
Hernandez Ave.	City Limits	Glen Ridge Ave.	Slurry Seal
Laurel Ave.	Manzanita Ave.	Wissahickon Ave.	Slurry Seal
Lyndon Ave.	W. Main St.	End	Slurry Seal
Madrone Ave.	Overlook Rd.	Town Limit	Slurry Seal
W. Main St.	Broadway	Bayview Ave.	Slurry Seal
Overlook Rd.	Madrone Ave.	Wissahickon Ave.	Slurry Seal
Palm Ave.	Hernandez Ave.	Pennsylvania Ave.	Slurry Seal
Pennsylvania Ave.	Wissahickon Ave.	Bayview Ave.	Slurry Seal
Peralta Ave.	Hernandez Ave.	Pennsylvania Ave.	Slurry Seal
Royce St.	N. Santa Cruz Ave.	University Ave.	Slurry Seal
N. Santa Cruz Ave.	W. Main St.	Hwy 9	Slurry Seal
Victory Ln.	W. Main St.	Bean Ave.	Slurry Seal
Victory Ln.	Bean Ave.	Nicholson Ave.	Slurry Seal

Street	From	To	Type
Victory Ln.	Nicholson Ave.	Bachman Ave.	Slurry Seal
Walnut Ave.	Hernandez Ave.	Pennsylvania Ave.	Slurry Seal
Wissahickon Ave.	Laurel Ave.	Hernandez Ave.	Slurry Seal
Albert Ct.	Albert Dr.	End	Slurry Seal
Andre Ct.	Los Gatos Blvd.	End	Slurry Seal
Bella Vista Ct.	Bella Vista Ave.	End	Slurry Seal
Caldwell Ave.	Los Gatos Blvd.	Bella Vista Ave.	Slurry Seal
Cardinal Ln.	Robin Way	End	Slurry Seal
Cerro Chico	Harding Ave. (East)	Harding Ave. (West)	Slurry Seal
Ferris Ave.	Kennedy Rd.	End	Slurry Seal
Fillmer Ave.	Los Gatos Blvd.	Vista Del Campo	Slurry Seal
Gem Ave.	Kennedy Rd.	Fillmer Ave.	Slurry Seal
George St.	Roberts Rd.	Mitchell Ave.	Slurry Seal
Harding Ave.	Los Gatos Blvd.	Cerro Chico (East)	Slurry Seal
Harding Ave.	Cerro Chico (East)	Vista Del Monte (East)	Slurry Seal
Karen Ct	Marchmont Dr.	End	Slurry Seal
Loma St.	County Limit	Ferris Ave.	Slurry Seal
Mitchell Ave.	Fisher Ave.	Los Gatos Blvd.	Slurry Seal
Marchmont Ct.	Marchmont Dr.	End	Slurry Seal
Nino Wy.	Nino Ave.	End	Slurry Seal
Olde Dr.	Clover Wy.	Pole #50311	Slurry Seal
Pinta Ct.	S. Kennedy Rd.	End	Slurry Seal
Robin Way	Cardinal	End	Slurry Seal
Rosalie Ct	Marchmont Dr.	End	Slurry Seal
Spencer Ave.	Los Gatos Blvd.	Ferris Ave.	Slurry Seal
Stonybrook Dr	Kennedy Rd.	Cardinal	Slurry Seal
Twin Oaks Dr	Longmeadow Dr.	End	Slurry Seal
Via Santa Maria	Kennedy Rd.	Pinta Ct.	Slurry Seal
Vista Del Campo	Harding Ave. (East)	Vista Del Monte	Slurry Seal
Vista Del Mar	Vista Del Monte	Spreckles Ave.	Slurry Seal
Vista Del Prado	Vista Del Mar	End	Slurry Seal
Vista De Sierra	Vista Del Monte	Vista Del Monte	Slurry Seal
Worcester Loop	Worcester Ln.	Worcester Loop	Slurry Seal
Worcester Ln.	Vista Del Monte	End	Slurry Seal
University Ave.	W. Main St.	Hwy 9	Rubber Cape Seal
University Ave.	Hwy 9	Blossom Hill Rd.	Rubber Cape Seal
Industrial Wy.	Andrews St.	Blossom Hill Rd.	Overlay
Knowles Ave.	Dell Ave.	Pollard Rd.	Overlay
Pollard Rd.	Knowles Ave.	W. Parr Ave.	Overlay



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2019

ITEM NO: 6

---

**DATE:** October 8, 2019  
**TO:** Mayor and Town Council  
**FROM:** Laurel Prevetti, Town Manager  
**SUBJECT:** Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the Work of American Pavement Systems and Authorize Recording by the Town Clerk for PPW Job No. 18-811-9901 Annual Street Repair and Resurfacing Project (Rubber Cape Seal).

**RECOMMENDATION:**

Authorize the Town Manager to execute a Certificate of Acceptance and Notice of Completion (Attachment 1) for the work of American Pavement Systems and authorize recording by the Town Clerk for PPW Job No. 18-811-9901 Annual Street Repair and Resurfacing Project (Rubber Cape Seal).

**BACKGROUND:**

The Town's adopted FY 2018/19-2022/23 Capital Improvement Program (CIP) Budget designated funding for the Annual Street Repair and Resurfacing Project (Rubber Cape Seal). At the February 19, 2019 Town Council meeting, the Council approved the plans and specifications for the project and authorized the Town Manager to advertise the projects for bid and to award the project in an amount not to exceed the available construction budget of \$1,053,800, including contingencies, and any change orders, to the lowest responsible bidders. The Town entered an agreement with American Pavement Systems for the project work for the low bid of \$958,000.

**DISCUSSION:**

American Pavement Systems has satisfactorily completed all of the work for the project and staff recommends accepting the project. Five percent of the faithful performance bonds will

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

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

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PAGE 2 OF 3

SUBJECT: Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the Work of American Pavement Systems and Authorize Recording by the Town Clerk

DATE: October 8, 2019

DISCUSSION (continued):

remain in effect for a period of two years as a guarantee for any needed repair or replacement caused by defective materials and workmanship for each project. The execution and recordation of the Certificate of Acceptance is now required to finalize the Town's acceptance of the project.

CONCLUSION:

Authorize the Town Manager to execute a Certificate of Acceptance and Notice of Completion for the work of American Pavement Systems and authorize recording by the Town Clerk for PPW Job No. 18-811-9901 Annual Street Repair and Resurfacing Project (Rubber Cape Seal).

FISCAL IMPACT:

The final construction costs totaled \$1,053,771.38 for the work. Some of the approved project contingency was used to fix additional locations of raised and broken curb and gutter on National Avenue prior to the overlay project. Project delivery costs, including advertising, printing, materials testing, staff, and design, have totaled \$114,649.

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. The costs for full-time staff are accounted for in the Department's operating budget and will not be charged to this project.

In addition to the rubber cape seal, the table below identifies expenditures for the summer asphalt overlay project, internal street repair, and the summer 2018 resurfacing project as they are all charged to the FY 2018/19 allocation. The recommendation in this report addresses only the project closeout for the work associated with American Pavement Systems.

This program is funded annually, any final savings will remain with the program for use on future street repair projects.

SUBJECT: Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the Work of American Pavement Systems and Authorize Recording by the Town Clerk

DATE: October 8, 2019

FISCAL IMPACT (continued):

<b>Annual Street Repair &amp; Resurfacing (Rubber Cape Seal) Project 811-9901</b>		
	<b>Budget</b>	<b>Costs</b>
GFAR	\$ 2,907,000	
Gax Tax	\$ 1,503,215	
<b>Total Project Budget</b>	<b>\$ 4,410,215</b>	
American Pavement Systems		\$ 1,053,771
Staff Costs		\$ 97,609
Consultant Services		\$ 15,971
Advertising		\$ 1,020
Printing & Postage		\$ 50
<b>Total Project Costs (Rubber Cape Seal)</b>		<b>\$ 1,168,421</b>
Overlay Expenditures YTD		\$ 1,869,293
Overlay Encumbrances YTD		\$ 322,812
Overlay Staff Costs YTD		\$ 88,756
<b>Total Project Commitments (Overlay)</b>		<b>\$ 2,280,861</b>
Internal Street Repair & Resurfacing		\$ 47,980
Summer 2018 Project Expenditures		\$ 666,226
<b>Other Costs</b>		<b>\$ 714,207</b>
<b>Project Savings Not Including Staff Costs</b>		<b>\$ 433,092</b>
Total Staff Costs (summed from lines above)		\$ 186,365
<b>Project Savings Including Estimated Staff Costs</b>		<b>\$ 246,727</b>

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is Categorical Exempt (Section 15301c). A Notice of Exemption was previously filed.

Attachment:

1. Certificate of Acceptance and Notice of Completion

**Recording Requested by:**

TOWN OF LOS GATOS

**WHEN RECORDED MAIL TO:**

CLERK ADMINISTRATOR  
TOWN OF LOS GATOS  
110 E MAIN ST  
LOS GATOS, CA 95030

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(SPACE ABOVE BAR FOR RECORDER'S USE)

(RECORD WITHOUT FEE UNDER GOVERNMENT CODE SECTIONS 27383 AND 6103)

**TYPE OF RECORDING**

**CERTIFICATE OF ACCEPTANCE AND NOTICE OF COMPLETION**

**PPW JOB NO. 18-811-9901 Annual Street Repair and Resurfacing Project (Rubber Cape Seal)**

TO WHOM IT MAY CONCERN:

I do hereby certify that **American Pavement Systems** completed the work called for in the agreement with the Town of Los Gatos dated March 4, 2019. The work is outlined in the Town's bid process prepared by the Town of Los Gatos and generally consisted of furnishing all labor, materials, tools, equipment, and services required for completion of the PPW Job No. 18-811-9901 located in the TOWN OF LOS GATOS, County of Santa Clara, State of California and was completed, approved and accepted **October 15, 2019**.

Bond No.: 107043956

Date: March 5, 2019

TOWN OF LOS GATOS

By: \_\_\_\_\_  
Laurel Prevetti, Town Manager

*Acknowledgement Required*

**AFFIDAVIT**

**To Accompany Certificate of Acceptance and Notice of Completion  
PPW JOB NO. 18-811-9901 Annual Street Repair and Resurfacing Project (Rubber Cape Seal).**

I, **LAUREL PREVETTI**, the Town Manager of the Town of Los Gatos, have read the foregoing CERTIFICATE OF ACCEPTANCE AND NOTICE OF COMPLETION and know the contents thereof. The same is true of my own knowledge, except as to the matters which are therein alleged on information or belief, and as to those matters I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on \_\_\_\_\_, 2019 at Los Gatos, California.

\_\_\_\_\_  
LAUREL PREVETTI, TOWN MANAGER  
Town of Los Gatos

**RECOMMENDED BY:**

\_\_\_\_\_  
Matt Morley  
Director of Parks and Public Works

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert Schultz, Town Attorney

Date: \_\_\_\_\_

*Notary Jurat Required*



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2019

ITEM NO: 7

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DATE: October 9, 2019  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Accept Wildland Urban Interface Evacuation Assessment Report

**RECOMMENDATION:**

Accept Wildland Urban Interface Evacuation Assessment Report.

**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 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 encompasses a wide variety of terrain, ranging from flat topography at the edge of the valley floor to densely wooded hillsides. While the sharp contrast between the valley floor and the hillsides is what makes the Town so picturesque, it also creates an extremely difficult operational area in the event of a wildfire.

The intent of the Wildland Urban Interface Evacuation Assessment is to create a common point of reference for Town residents, public safety officials, Town Council and staff, and other regional emergency preparedness partners. The Assessment will help inform future regulatory recommendations, advance the wildfire preparedness education of our hillside residents, inform fuel reduction priorities, facilitate grant opportunities, and provide a baseline for the ultimate development of an evacuation plan.

**PREPARED BY:** Arn Andrews  
Assistant Town Manager

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

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DISCUSSION:

Safe and proper evacuation of people (residents, workers, and visitors), pets, and livestock is often a very critical component of WUI fires. Confusing hillside road networks, narrow roads that could inhibit two-way traffic, and dead-end roads all contribute to the complexities faced by the public and responders during WUI fires. In addition, WUI fires often require immediate “No Notice” evacuations, meaning little or no warning time exists between fire origin and the need for evacuation. The situational awareness associated with the Wildland Urban Interface Evacuation Assessment will help illustrate the critical shared responsibility of successful wildfire mitigation and response. The Assessment reaffirmed the critical importance of enhanced vegetation management along major ingress/egress road networks and Town-owned open spaces, and the maintenance of defensible space around residences and other buildings.

CONCLUSION:

The Assessment will help inform future regulatory recommendations, advance the wildfire preparedness education of our hillside residents, inform fuel reduction priorities, facilitate grant opportunities, and provide a baseline for future Town emergency preparedness and response activities.

COORDINATION:

This report has been coordinated with the County Office of Emergency Management, County Fire, Town Attorney, Director of Parks and Public Works, Chief of Police, and other Town Offices.

FISCAL IMPACT:

There is no fiscal impact with this item.

ENVIRONMENTAL ASSESSMENT:

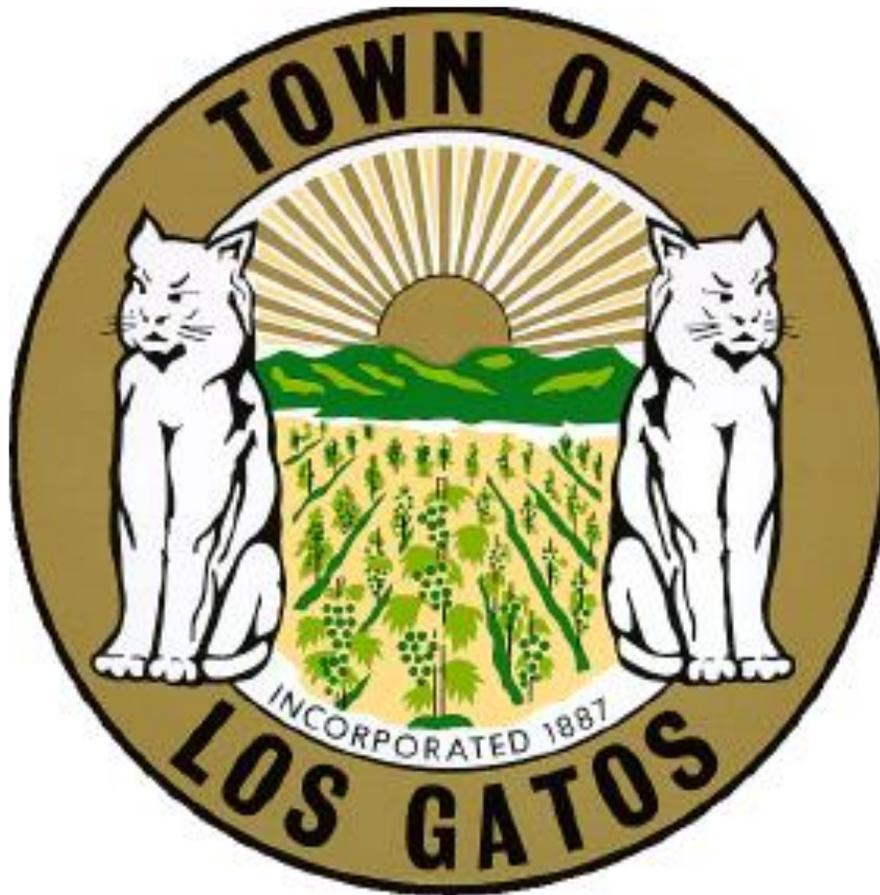
This is not a project defined under CEQA, and no further action is required.

Attachment:

1. Wildland Urban Interface Evacuation Assessment

# Wildland Urban Interface Evacuation Assessment

October 10, 2019



**Town of Los Gatos**  
110 East Main Street  
Los Gatos, CA 95030

**Prepared by**  
Town Managers Office

**Coordinated with**  
Los Gatos-Monte Sereno Police Department  
Santa Clara County Fire Department  
Santa Clara County Office of Emergency Management

ATTACHMENT 1

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DRAFT

## Introduction

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 property within the Town. Recognizing that there could be a need to conduct an emergency evacuation of Wildland Urban Interface (WUI) portion of the Town of Los Gatos, the following Wildfire Urban Interface Evacuation Assessment has been assembled to better understand the opportunities and challenges associated with being a Wildland Urban Interface community.

Every potential evacuation response will be different based on the nature of the incident at that time, and this assessment and subsequent actions are intended to provide the greatest good for the greatest number of residents. Nothing in this assessment should be interpreted as an obstacle to any potential experience but rather an opportunity for our community and first responders to have the same shared understanding of the unique environment we live in.

Safe and proper evacuation of people (residents, workers, and visitors), pets, and livestock is often a very critical component of WUI fires. Confusing hillside road networks, narrow roads that could inhibit two-way traffic, and dead-end roads all contribute to the complexities faced by the public and responders during WUI fires.

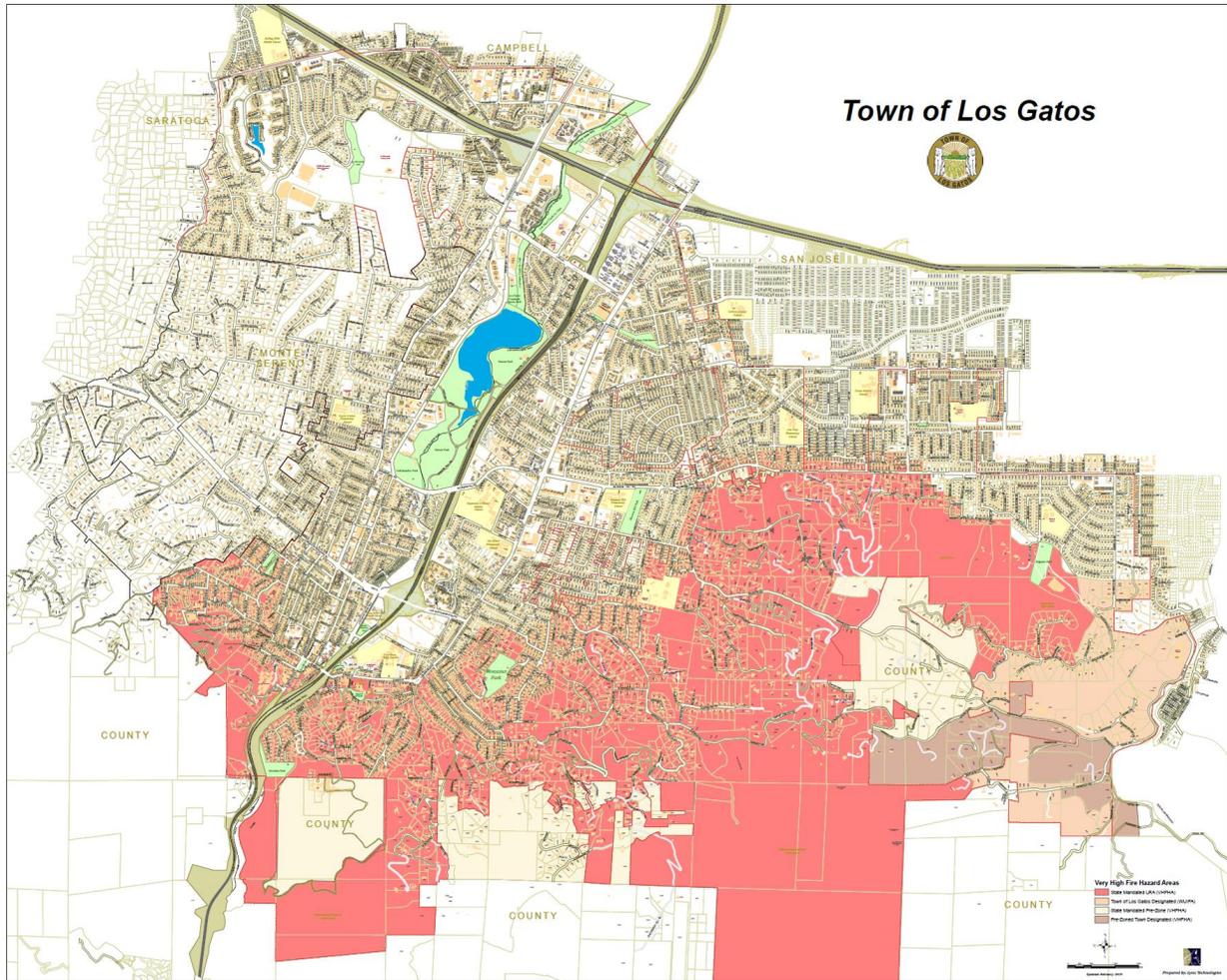
In addition, WUI fires often require immediate “No Notice” evacuations, meaning little or no warning time exists between fire origin and the need for evacuation. The situational awareness associated with the Wildland Urban Interface Evacuation Assessment will help illustrate the critical shared responsibility of a successful “No Notice” emergency evacuation.

## Los Gatos Wildland Urban Interface (WUI)

The Los Gatos WUI planning area includes primarily Very High Fire Hazard Severity Zone areas on the southern side of Los Gatos (Exhibit 1). The WUI is composed of both interface and intermix communities and is defined as areas where human habitation and development meet at the edge of, or are inserted in the interior of areas dominated by, wildland fuels (U.S. Department of the Interior and U.S. Department of Agriculture 2001:752–753).

The WUI creates an environment in which fire can move readily between structural and vegetative fuels, increasing the potential for wildland fire ignitions and the corresponding potential loss of life and property. Human encroachment upon wildland ecosystems within recent decades is increasing the extent of the WUI in Santa Clara County and therefor increasing the potential risk of wildfire.

Exhibit 1



## Los Gatos WUI Fuel Characteristics

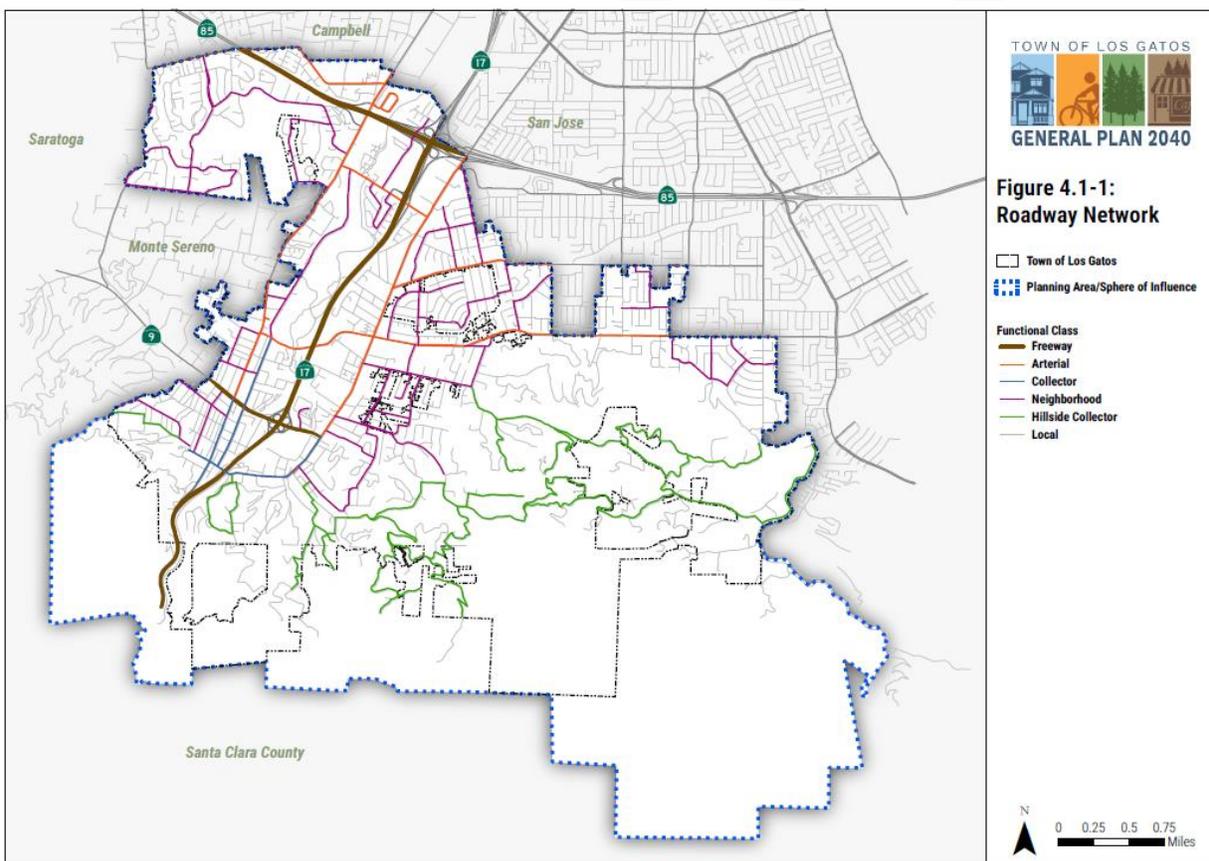
The Los Gatos planning area comprises a range of vegetation communities that differ depending upon elevation, precipitation, and slope. Chaparral vegetation is often found on south facing slopes, where winter precipitation is relatively high, but dry summers are common. The chaparral will have long flame 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.

## Roadway Network within the WUI

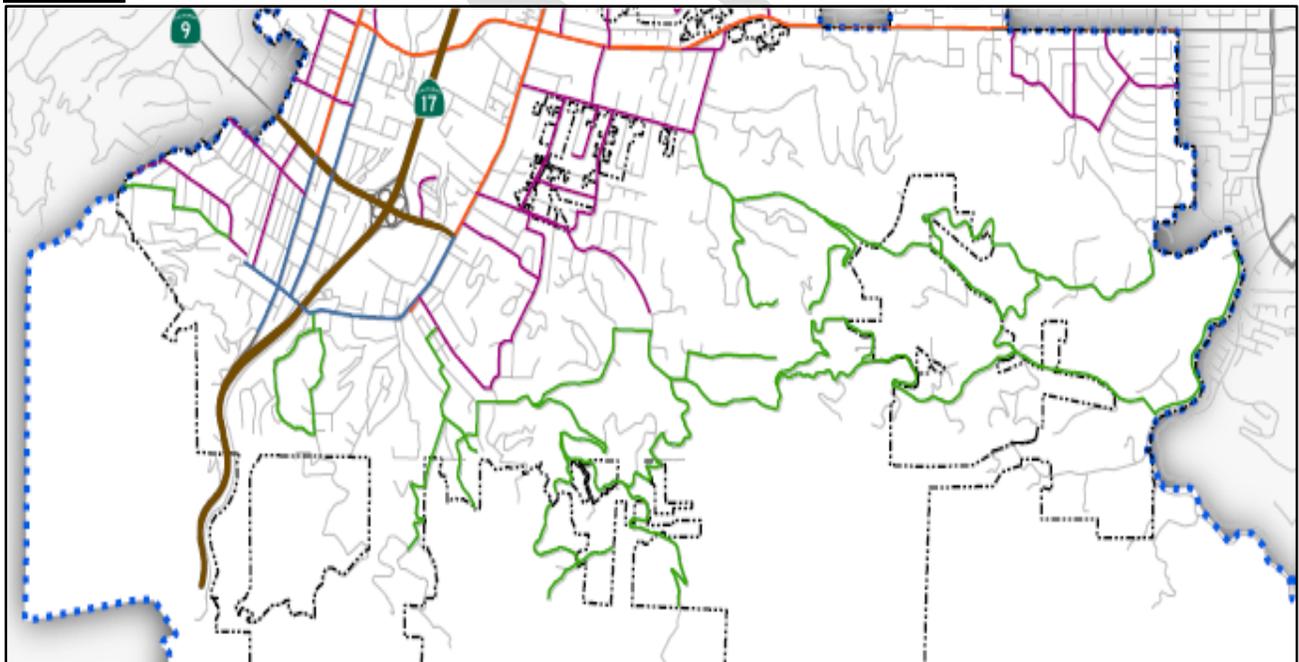
In Los Gatos, the local street system is organized into a hierarchy of six roadway types according to the existing Los Gatos Street Design Standards and the draft 2040 Los Gatos General Plan. The Los Gatos Street Design Standards classify all streets within the Town according to their functional classification. Functional classifications of roadway networks categorize streets by purpose, location, and typical land uses to which they provide access. The functional roadway classifications for Los Gatos include arterial streets, collector streets, neighborhood collector streets, hillside collector streets, local streets, and special design streets. The hierarchy is based on the degree of mobility and amount of local access provided by each roadway.

### Exhibit 2



The majority of the Town's WUI neighborhoods are served by Hillside Collector Streets as illustrated by the green roads in Exhibit 3. Hillside collector streets serve properties located in hillside areas, carrying traffic to either arterial streets, collectors, or neighborhood collectors. Many of the hillside collector and local roadways are one-way in and one-way out designs potentially complicating any evacuation. During wildfire events, the routes emergency responders take to the fire are often the same routes being used by residents who may be attempting to flee from the fire. Due to the critical importance of roads for providing ingress for firefighting apparatuses while simultaneously evacuating the public, certain factors such as width, grade, and turning radius need to be considered in an evacuation. Often roads may be too narrow to accommodate two-way traffic of responders and evacuees simultaneously. Roads are generally maintained to primarily serve the transportation needs of the public, however roadsides are frequently the site of ignition for wildfires, and evacuees may need to use the roadways to leave the area even if the vegetation on both sides of the road is on fire. Routes may also be blocked due to consequences associated with an incident including; fallen trees, spot fires, smoke, intense heat, long flame lengths, downed power lines, or vehicle accidents.

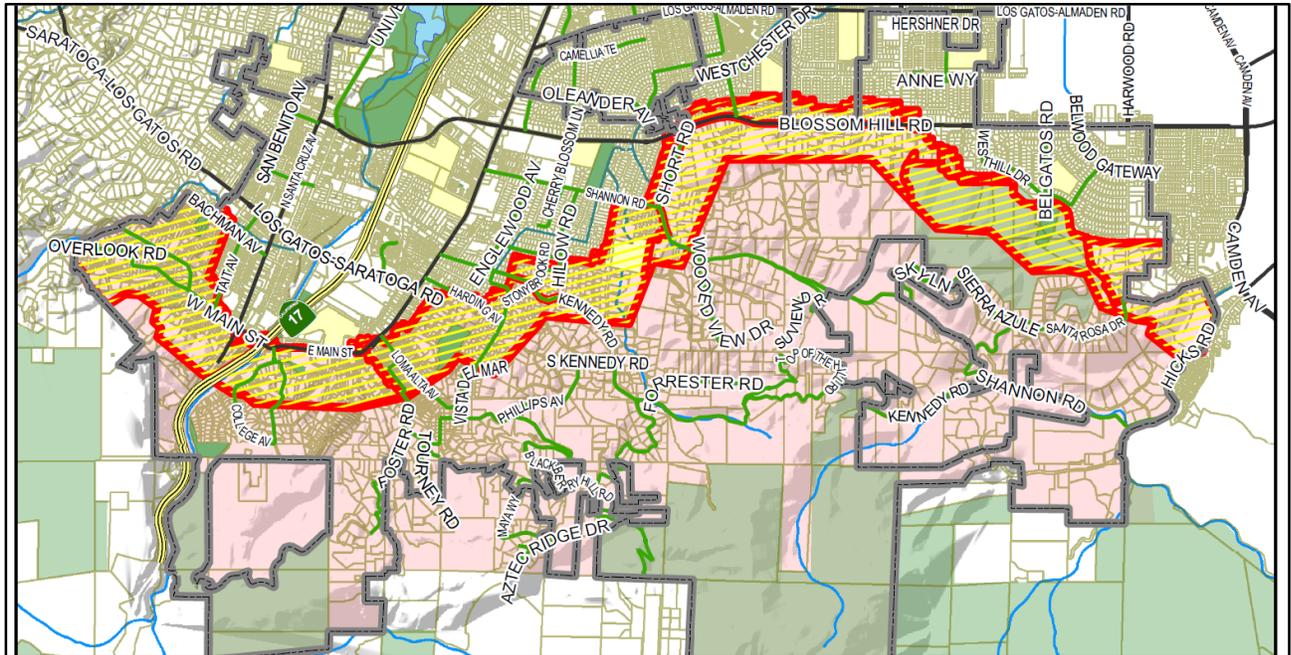
Exhibit 3



## Residence and Population Density within the WUI

Approximately a quarter of the Town's total residences are located within the WUI. Of an estimated 2018 Town total of 13,299 residences the WUI contains approximately 3091. In addition, at an estimated 2.2 residents per household the WUI is home to approximately 6,800 residents out of a Town total of 30,250.

Exhibit 4

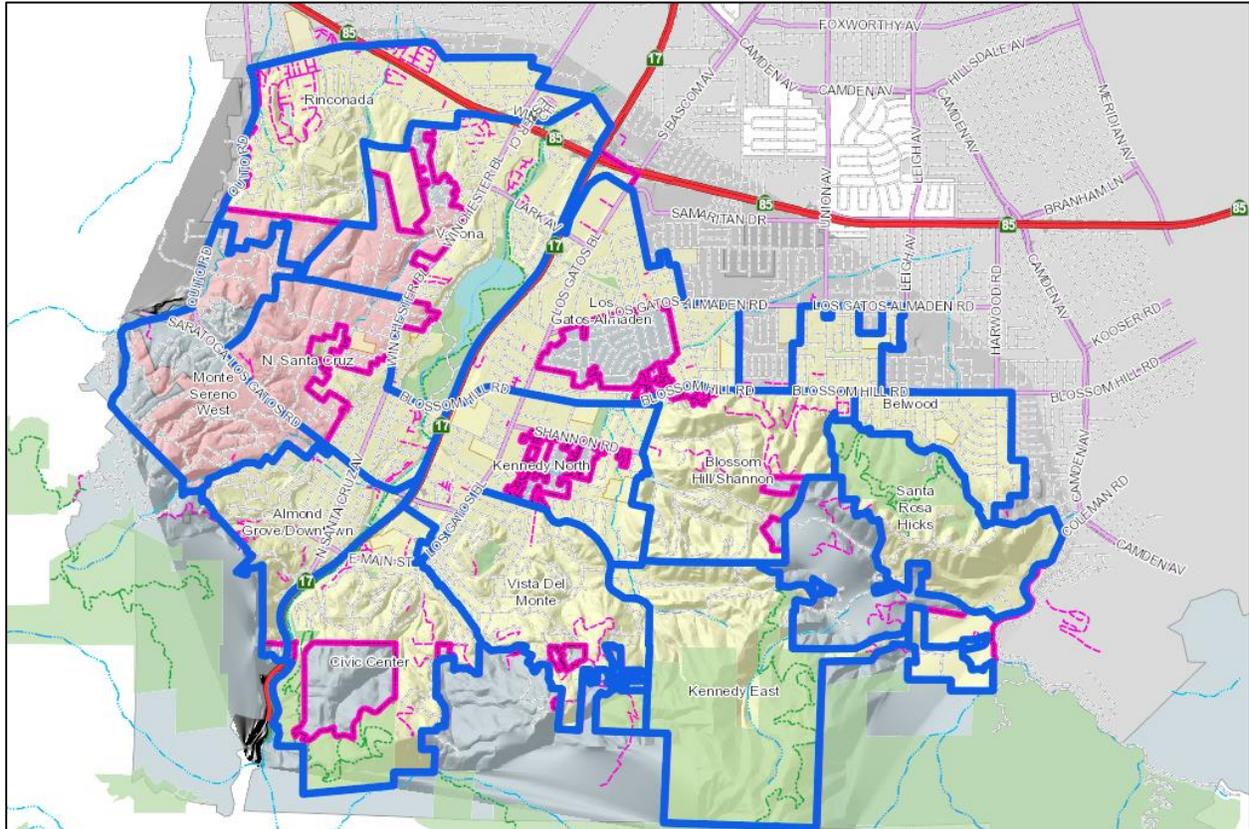


The majority of the northern perimeter of the WUI tends to be flatter terrain with higher concentrations of the WUI residences. To illustrate the residential concentration Exhibit 4 represents a quarter mile band along the northern boundary of the WUI. Of the 3091 residences in the WUI, 1784 of them are concentrated within a quarter mile of the northern boundary. In the event of a mass, or systematic, evacuation over half of the WUI residents will be navigating flatter terrain with greater access to egress options.

# Existing Public Safety Geographic Delineations in the WUI

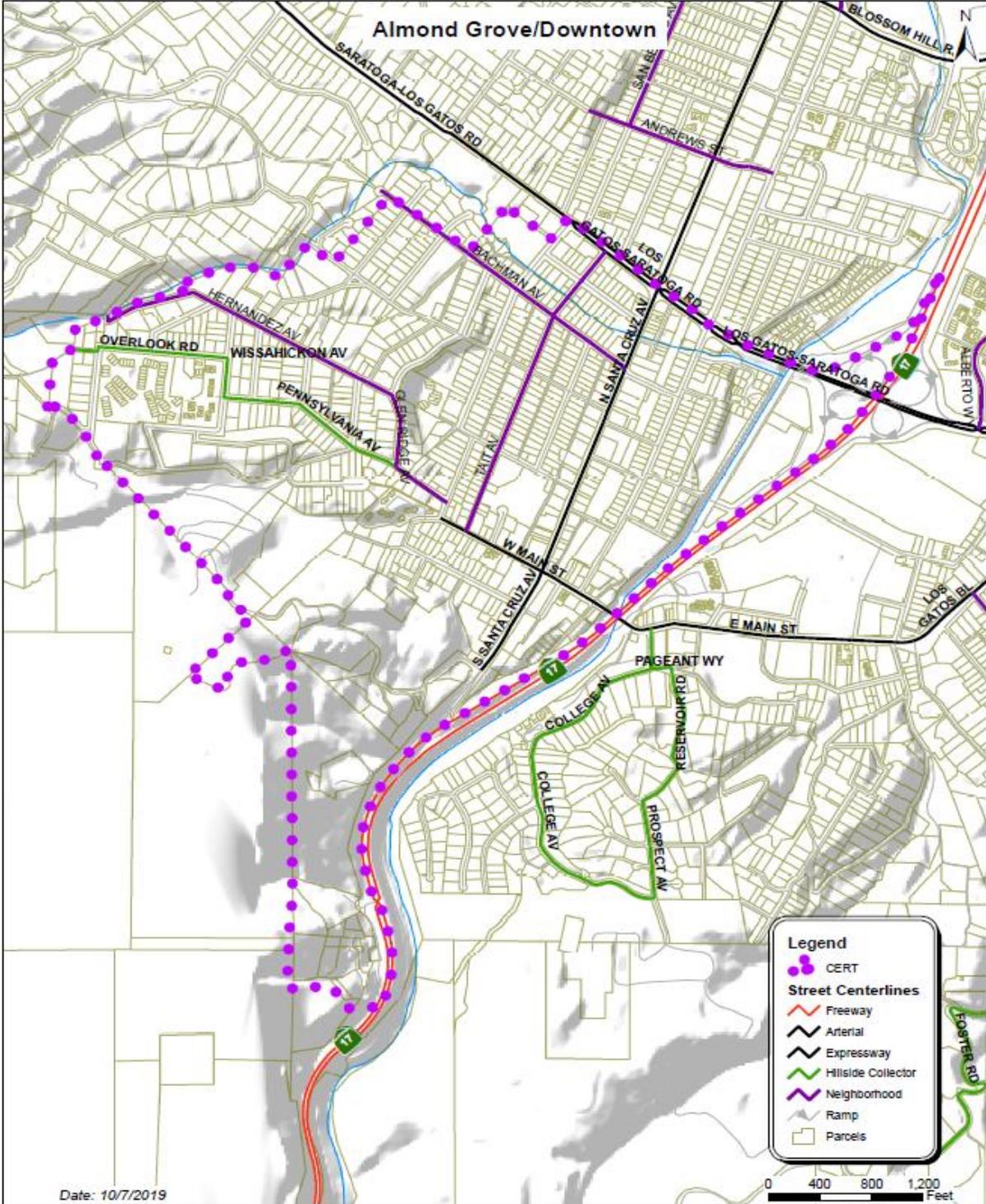
To better understand the unique geographic and infrastructure aspects of the WUI neighborhoods, the Evacuation Assessment parses the WUI into specific boundaries. The Town currently utilizes preestablished areas for the maintenance and execution of its Community Emergency Response Team (CERT) program (Exhibit 5). For purposes of this assessment the CERT zones will be used as the basis of neighborhood review.

## Exhibit 5



The following CERT maps are intended to illustrate the main routes of ingress/egress within the zone boundaries and some of the specific characteristics unique to those boundaries. In addition, challenges associated with those areas will be highlighted as well as any identified temporary refuge areas (TRA) and critical sites.

# ALMOND GROVE/DOWNTOWN CERT ZONE MAP



## ALMOND GROVE/DOWNTOWN CERT ZONE CHARACTERISTICS

### Description:

The Almond Grove CERT Zone is a densely populated residential neighborhood abutting the downtown commercial core. The topography consists of a flat valley floor in the eastern portion of the zone with increasing upward slopes as you move west through the zone. Portions of the zone are heavily wooded. The existing roadway network is comprised primarily of a traditional grid road layout with multiple points of ingress/egress with the exception listed in “Special Concerns”.

### Special Concerns:

In the event residents in the western reaches of the zone require a western evacuation route, Ridgecrest Avenue is the single none dead-end egress option. Some of the same routes that allow access to the area for responders are the same routes that could be needed for evacuation. In addition, many routes in the area are susceptible to closure due to the potential impact of fire in the area and the encroachment of vegetation into the area.

In the event an evacuation became necessary concurrently with a high-volume summer weekend traffic episode significant additional vehicles could be on the egress routes.

**Critical Sites:** The following critical sites are located in this zone:

- 120 Laurel Avenue – Water Facility
- La Mirado Rd – Water Facility

### Hillside and Neighborhood Collectors:

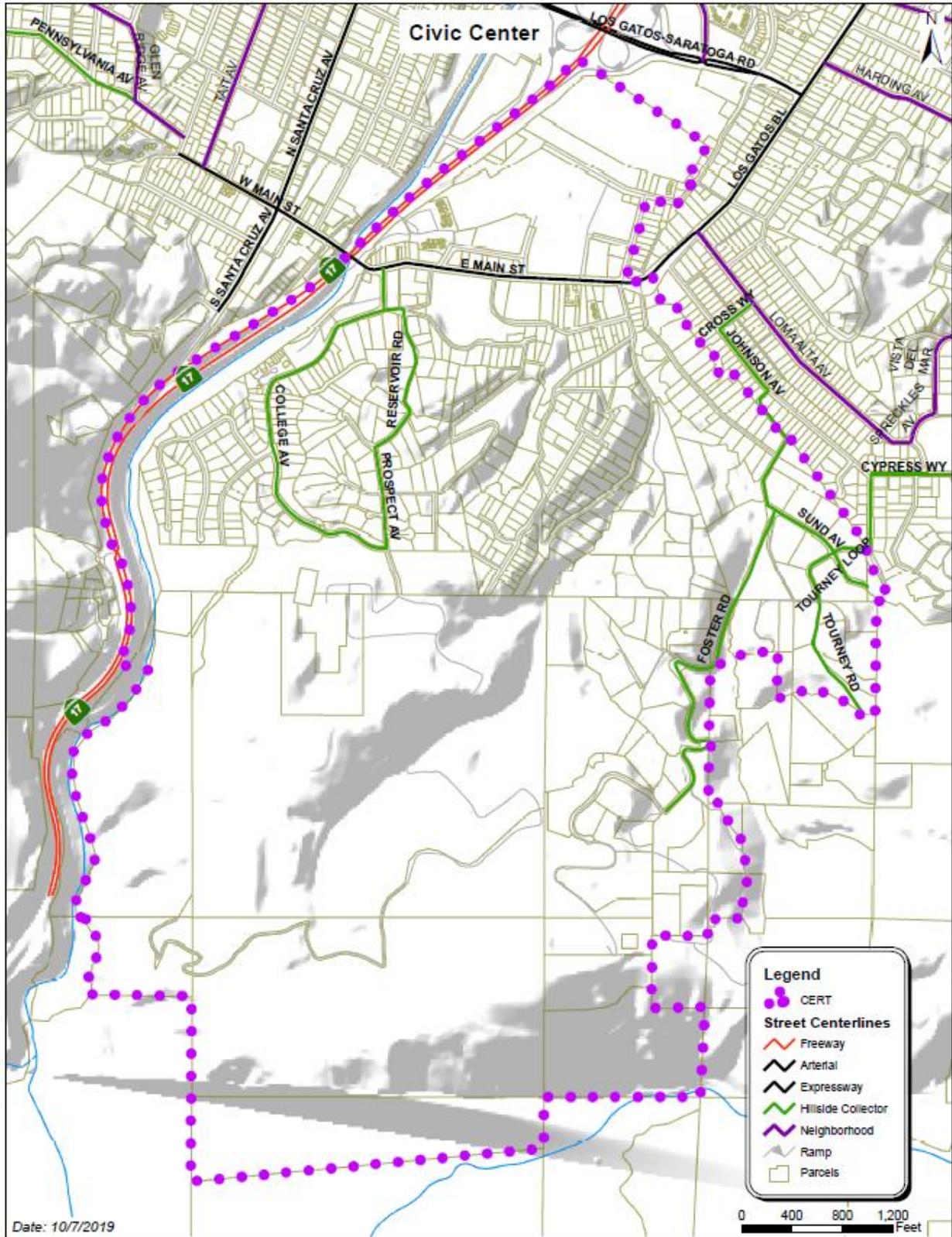
• Overlook Road	• Bachman Avenue
• Hernandez Avenue	• Glenridge Avenue
• Pennsylvania Avenue	• Tait Avenue

**Temporary Refuge Areas:** The following site location(s) could be considered as evacuation sites under extreme circumstances when sheltering-in-place and total evacuation are not options.

- Non identified at this time

**Residence Density:** 635 residences total, 607 within a ¼ mile of the boundary.

# CIVIC CENTER CERT ZONE MAP



## CIVIC CENTER CERT ZONE CHARACTERISTICS

### Description:

The Civic Center CERT Zone is a densely populated residential neighborhood that is heavily wooded. The topography consists of a flat valley floor along the southern portion of the zone with increasing upward slopes as you move south. The zone is further punctuated by several valleys which segment the zone into distinct sections. The Central Avenue/Oak Hill Way/Jackson Street section is comprised of only local streets.

### Special Concerns:

The existing roadway network throughout the zone is entirely comprised of one-way-in and one-way-out ingress/egress options. Some of the same routes that allow access to the area for responders are the same routes that could be needed for evacuation. In addition, many routes in the area are susceptible to closure due to the potential impact of fire in the area and the encroachment of vegetation into the area.

**Critical Sites:** The following critical sites are located in this zone:

- Sacred Heart Jesuit Center

### Hillside and Neighborhood Collectors:

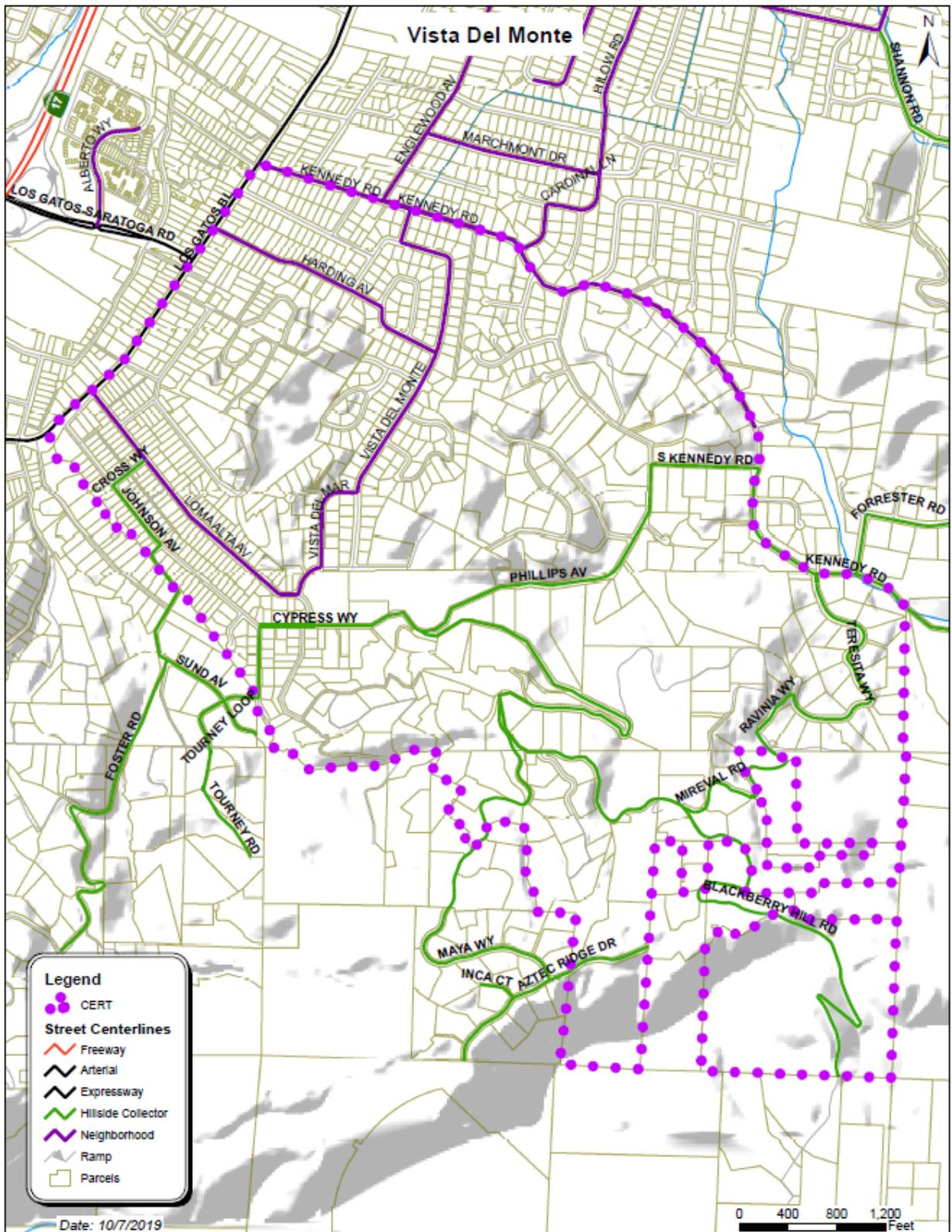
• College Avenue	• Foster Road
• Prospect Avenue	• Tourney Road & Loop
• Reservoir Road	• Sund Avenue

**Temporary Refuge Areas:** The following site locations could be considered as evacuation sites under extreme circumstances when sheltering-in-place and total evacuation are not options.

- None identified at this time

**Residence Density:** 537 residences total, 203 within a ¼ mile of the boundary.

# VISTA DEL MONTE CERT ZONE MAP



## VISTA DEL MONTE CERT ZONE CHARACTERISTICS

### Description:

The Vista Del Monte CERT Zone is a densely populated residential neighborhood along its northwestern boundaries. The southeastern portions of the zone tend to be less densely populated and more wooded. The topography consists of a flat and gently sloping valley floor in the northwestern portions of the zone with increasing upward slopes as you move east and south through the zone. The zone does have instances of one-way in and one-way out roadways but is predominately comprised of multiple looping roadway options which span the zone.

### Special Concerns:

Some of the same routes that allow access to the area for responders are the same routes that could be needed for evacuation. In addition, many routes in the area are susceptible to closure due to the potential impact of fire in the area and the encroachment of vegetation into the area.

**Critical Sites:** The following critical sites are located in this zone:

- 17465 Phillips Avenue – water facility

### Hillside and Neighborhood Collectors:

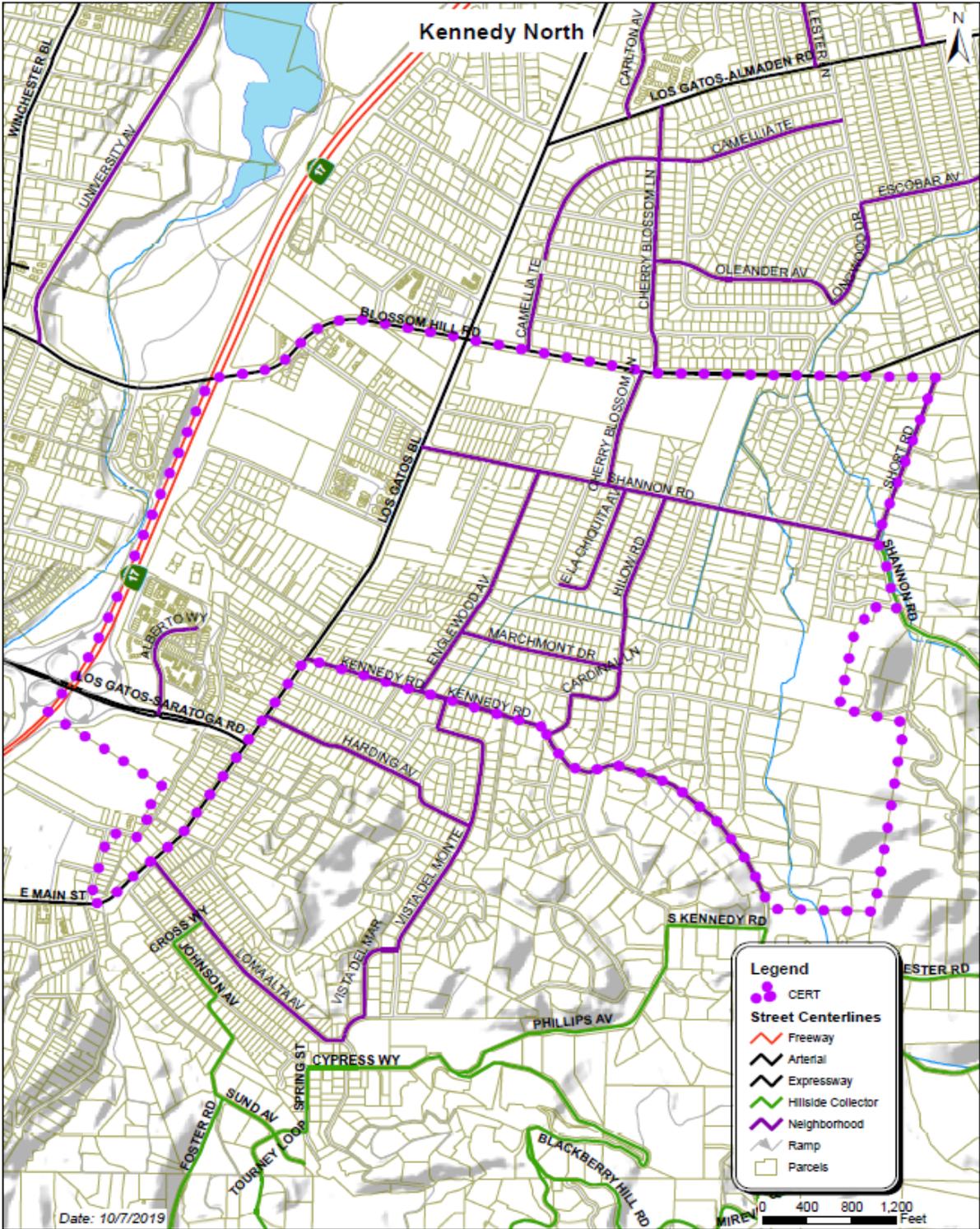
• Loma Alma Avenue	• Harding Avenue
• Johnson Avenue	• Cypress Way
• Vista Del Mar	• Phillips Avenue
• Vista Del Monte	• South Kennedy Road
• Teresita Way	• Kennedy Road
• Ravina Way	• Blackberry Hill

**Temporary Refuge Areas:** The following site locations could be considered as evacuation sites under extreme circumstances when sheltering-in-place and total evacuation are not options.

- None identified to date

**Residence Density:** 756 total residences, 436 within a ¼ mile of the boundary.

# KENNEDY NORTH CERT ZONE MAP



**Description:**

The southeastern portion of the Kennedy North CERT Zone is located within the WUI. This WUI portion of the zone is a densely populated residential neighborhood abutting wooded terrain. The topography consists of a flat and sloping valley floor in the northwestern portions of the WUI boundary with increasing upward slopes as you move east and south through the WUI portion. The existing roadway network throughout the WUI portion of the zone is primarily comprised of one-way-in/one-way-out ingress/egress options feeding into Kennedy Road.

**Special Concerns:**

High concentration of one-way in and one-way out ingress/egress options. Some of the same routes that allow access to the area for responders are the same routes that could be needed for evacuation. In addition, many routes in the area are susceptible to closure due to the potential impact of fire in the area and the encroachment of vegetation into the area.

**Critical Sites:** The following critical sites are located in this zone:

- Hillbrook School

**Hillside and Neighborhood Collectors:**

• Kennedy Road	• Cardinal Lane
• Hilow Road	• Shannon Road

**Temporary Refuge Areas:** The following site locations could be considered as evacuation sites under extreme circumstances when sheltering-in-place and total evacuation are not options.

- None identified at this time

**Residence Density:** 230 total residences, 202 within a ¼ mile of the boundary.



KENNEDY EAST CERT ZONE CHARACTERISTICS

**Description:**

The Kennedy East CERT Zone is a sparsely populated residential neighborhood that is surrounded by rolling hills, vegetation and heavily wooded areas. The area is accessed through a single road, Kennedy Road. The topography consists of varied wooded and higher elevation terrain.

**Special Concerns:**

Kennedy Road is the single ingress/egress option. The same route that allows access to the area for responders is the same route that could be needed for evacuation. In addition, routes in the area are susceptible to closure due to the potential impact of fire in the area and the encroachment of vegetation into the area.

**Critical Sites:** The following critical sites are located in this zone:

- None identified to date

**Hillside and Neighborhood Collectors:**

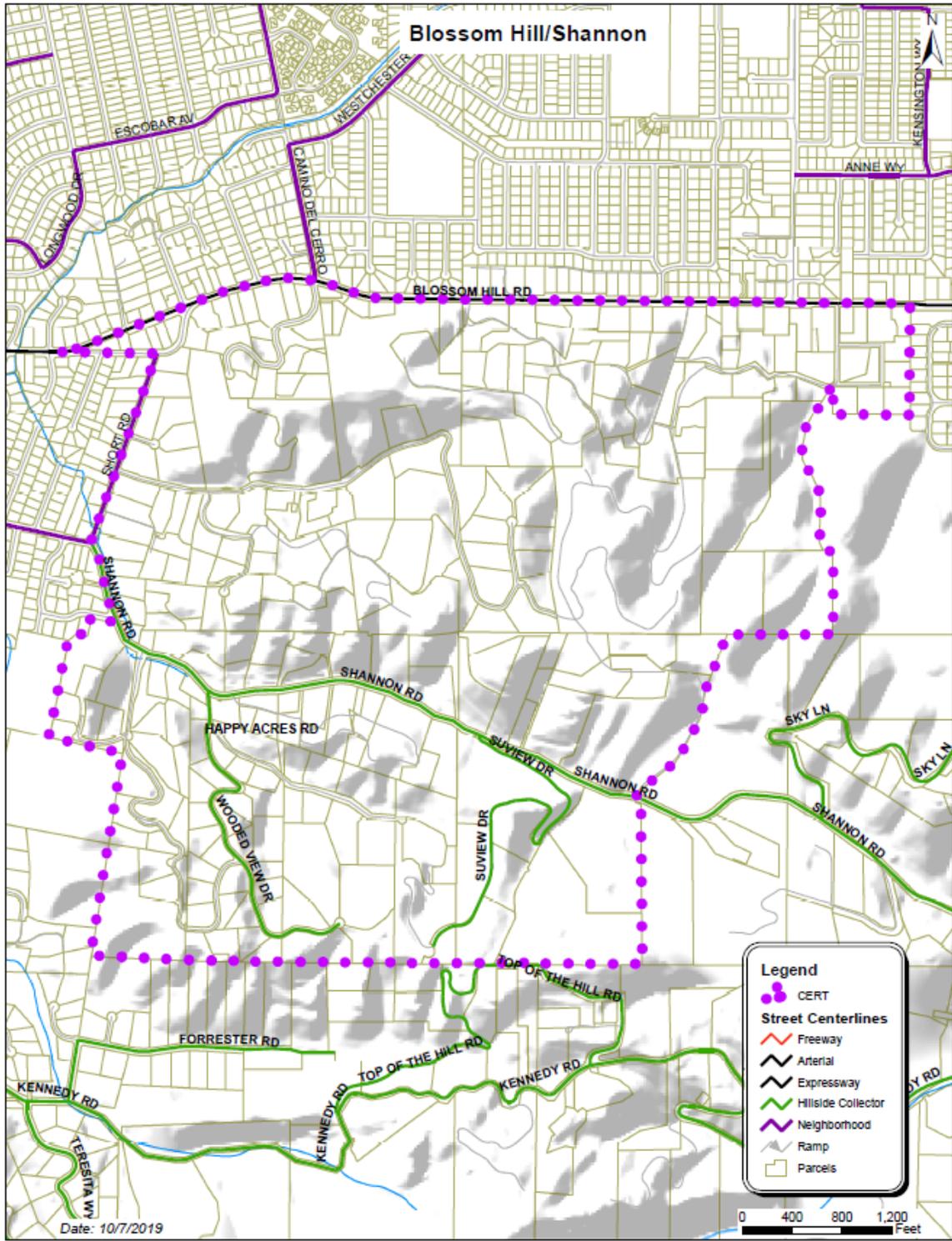
• Kennedy Road	• Top Of The Hill Road
• Forrester Road	

**Temporary Refuge Areas:** The following site locations could be considered as evacuation sites under extreme circumstances when sheltering-in-place and total evacuation are not options.

- None identified to date

**Residence Density:** 94 total residences, 0 within a ¼ mile of the boundary.

# BLOSSOM HILL/SHANNON CERT ZONE MAP



## BLOSSOM HILL/SHANNON CERT ZONE CHARACTERISTICS

### Description:

The Blossom Hill/Shannon CERT Zone is a moderately populated residential zone comprised of rolling hills, vegetation and wooded areas. The topography consists of flat valley floor area along the northern and western portions of the zone with increasing upward slopes as you move south through the zone. The existing roadway network is comprised primarily of one-way in and one-way out ingress/egress options except for Shannon Road which traverses the southern portion of the zone.

### Special Concerns:

High concentration of one-way in and one-way out egress options. Some of the same routes that allow access to the area for responders are the same routes that could be needed for evacuation. In addition, many routes in the area are susceptible to closure due to the potential impact of fire in the area and the encroachment of vegetation into the area.

**Critical Sites:** The following critical sites are located in this zone:

- None identified to date

### Hillside and Neighborhood Collectors:

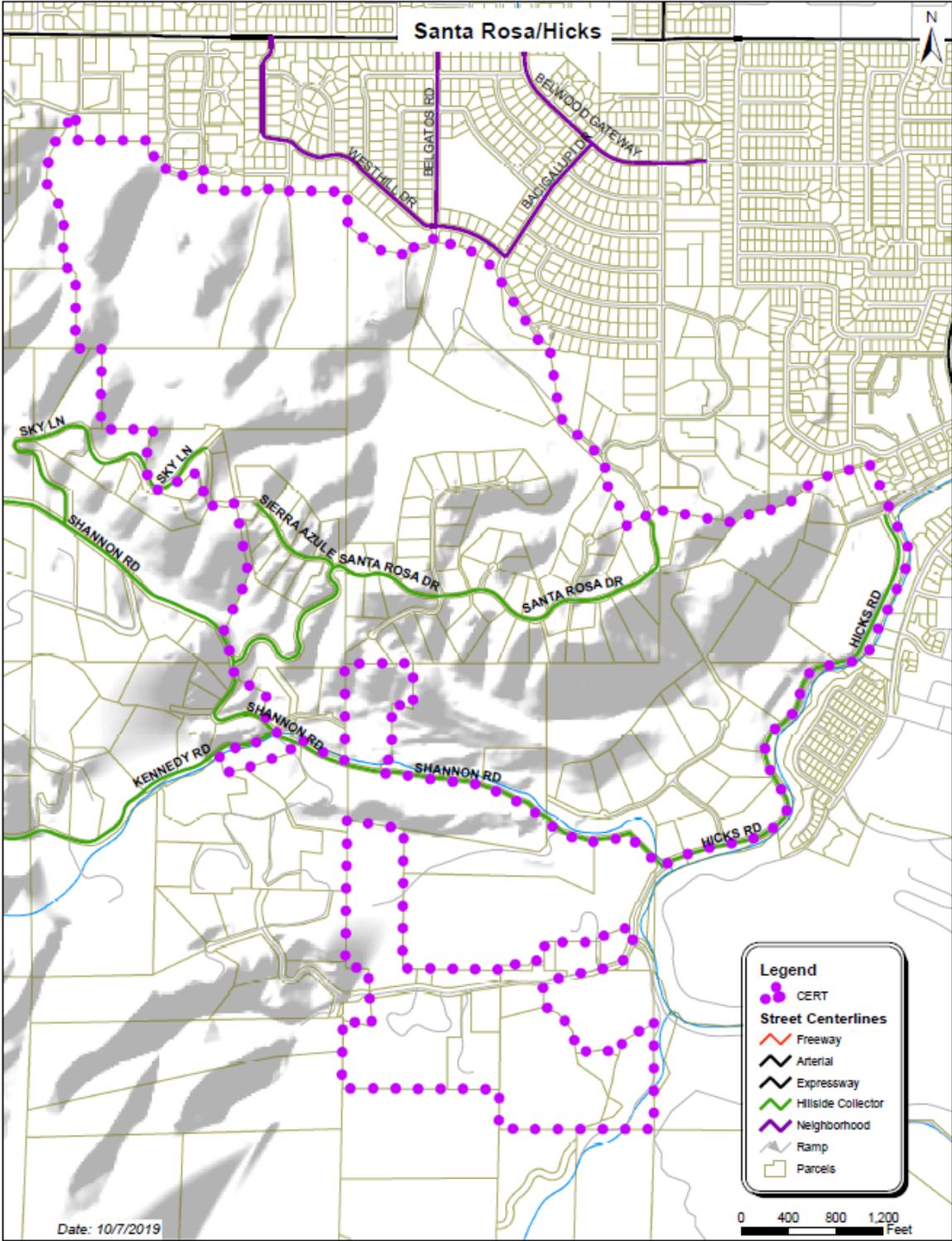
• Shannon Road	• Suview Drive
• Happy Acres Road	• Short Road
• Wooded View Drive	• Blossom Hill Road

**Temporary Refuge Areas:** The following site locations could be considered as evacuation sites under extreme circumstances when sheltering-in-place and total evacuation are not options.

- None identified to date

**Residence Density:** 309 total residences, 102 within a ¼ mile of the boundary.

SANTA ROSA/HICKS CERT ZONE



**Description:**

The Santa Rosa/Hicks CERT Zone is a sparsely populated residential neighborhood dominated by the Santa Rosa Drive ridgetop community. The topography consists of rolling hills, vegetation and heavily wooded areas. The existing roadway network is comprised primarily of one-way in and one-way out ingress/egress options except for Shannon Road which traverses the southern portion of the zone and Hicks Road which borders the eastern portion.

**Special Concerns:**

High concentration of one-way in and one-way out egress options. Some of the same routes that allow access to the area for responders are the same routes that could be needed for evacuation. In addition, many routes in the area are susceptible to closure due to the potential impact of fire in the area and the encroachment of vegetation into the area.

**Critical Sites:** The following critical sites are located in this zone:

- 175 Sierra Azule Drive – water tank
- 118 Harwood Court – water tank
- 16845 Hicks Road – Venture Christian Church
- water tanks Belgatos Park

**Hillside and Neighborhood Collectors:**

• Sierra Azule Drive	• Hicks Road
• Santa Rosa Drive	• Shannon Road
• Sky Lane	•

**Temporary Refuge Areas:** The following site locations could be considered as evacuation sites under extreme circumstances when sheltering-in-place and total evacuation are not options.

- None identified at this time

**Residence Density:** 155 total residences, 33 within a ¼ mile of the boundary.



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2019

ITEM NO: 8

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DATE: October 10, 2019  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Introduction of an Ordinance of The Town of Los Gatos Amending Chapter 4 – Animals and Fowl, Article VI, Sections 4.60.050 and 4.60.055 Entitled Animal Rescuer and Trap-Neuter-Return Registration and Maintenance of Animal Rescuer or TNR Activist Registration and Article VIII Entitled Beekeeping

**RECOMMENDATION:**

Accept public comment and then move for the introduction and first reading of an Ordinance, by title only, amending Chapter 4 entitled Animals and Fowl, Articles VI and VIII.

**BACKGROUND:**

The implementation of the September 2018 updates to the Town Code regarding feral cats and TNR registration has shown that the requirements of Town Code Sections 4.60.050 and 4.60.055 pertaining to registration by TNR organizations were unduly burdensome and unnecessary to achieve the desired outcome.

In addition, the recent annexation of 24 Los Gatos islands, effective August 31, 2019, highlighted the need to update Town beekeeping regulations to more closely align with ordinances of Santa Clara County and surrounding jurisdictions, and best practices.

**DISCUSSION:**

**Article VI – Animal Establishment Registration**

Town Code Sections 4.60.050 and 4.60.055 formerly regulated the keeping of more than the number of adult animals allowed by the Code for the purpose of animal rescue. In short, this Code was originally written to regulate shelters, requiring them to register with the Town

**PREPARED BY:** Lynne Lampros  
Deputy Town Attorney

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

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DISCUSSION (continued):

Manager or Animal Control Agency as an animal rescuer and provide proof of Internal Revenue Code Section 501(c)(3) status and proof that animal rescue was a primary organizational goal. In the amendment of the Town Code Chapter 4 – Animals and Fowl in September 2018, these sections were expanded to include a registration requirement for Trap-Neuter-Return (TNR) organizations and persons.

In the past year of implementation of this change, it has become apparent that this registration requirement does not suit the nature of most, if not all, TNR work. TNR work may be done by individuals or organizations; although these organizations rarely have a physical presence. They are more often comprised of volunteer individuals, often with only an internet presence. In addition, TNR organizations and individuals are not housing animals in large numbers in shelters or structures in the Town. Rather the nature of the activity involves individual trapping of feral cats, removal to a veterinarian for neuter/spay and other medical treatment, and return to location of origin. Therefore, the impact cannot be compared to that of a shelter, obviating the need for registration.

Further the actual trapping and removing and returning aspect of TNR activity does not carry with it the potential for the same nuisance consequences that the feeding activity does. While feeding feral cats to facilitate the successful trapping is a part of TNR work, it is often carried out by individuals other than the trappers. It is the non-TNR feeding activity which can cause the health and safety and sanitation nuisance conditions. Therefore, in practice it is more important to regulate and permit the feeding activity. Requiring registration by trappers unduly burdens and discourages the aspect of TNR that has the least potential for a harmful impact and the most potential for ultimate improvement of the feral cat population in the Town.

The proposed amendments to Sections 4.60.050 and 4.60.055 (Attachment 1 Ordinance and Attachment 2 Redline) simply remove all references to TNR organizations and individuals, and keep the requirements the same for animal shelters.

Article VIII – Beekeeping

Beekeeping is an endeavor which continues to gain popularity in recent years. Bees provide pollination, which is an essential ecosystem service. According to the University of California Agriculture and Natural Resources White Paper, close to 75% of all flowering plants on Earth rely to some degree on pollinators in order to set seed or fruit. Pollinators are required for producing 15 to 30% of the human food supply. In California alone, about one-third of agricultural revenue comes from pollinator-dependent crops. Declines in pollinator populations could have serious economic repercussions throughout the United States and the world, including rising food costs and potential crop failures.

DISCUSSION (continued):

Responding to the known decline in pollinators, President Obama issued a Presidential Memorandum in 2014 establishing the Pollinator Health Task Force and in June 2016 the White House published the Pollinator Partnership Action Plan (PPAP). This Plan discusses the need for coordinated national/federal actions with state, local, and private efforts to achieve improvements in pollinator health and recover from pollinator losses.

The Los Gatos Town Code Article VIII – Beekeeping – has not been revised for over two decades. It is much more restrictive than all but one of the surrounding jurisdictions, including Santa Clara County, which previously governed the Town’s recently annexed islands. The Town’s current regulations effectively limit beekeeping operations in most areas of the Town given the large distance requirements. In addition, the present Los Gatos Beekeeping Ordinance does not allow beehives to be located less than one thousand feet from the nearest residence, church, school, public building or corral, or less than 300 feet from any public road. This requirement rules out beekeeping for many residential parcels. Of the jurisdictions researched, only Campbell has the same language in their Code (see Attachment 4).

The number of hives (aka colonies) allowed and location of hives are two of the most important concerns to residents. Santa Clara County ties the location of hives to the number of hives. Fewer hives can be closer; greater number of hives must be commensurately farther from property lines, or roads or other dwellings. In the County Code, one to three colonies must be no less than 100 feet from all property lines and public roadways. If an effective flight dispersing barrier is maintained, that requirement drops to 25 feet. In the County’s Ordinance, a flight dispersing barrier is defined as a fence, hedge or wall which serves to prevent the apiary from becoming a nuisance. The definition does not further stipulate location or placement of barrier, thus the standard perimeter/property line fence could constitute said barrier. The County’s location parameters, while more forgiving than the Town’s present 1,000 feet, still are geared more for larger properties than are typical in the Town.

The neighboring cities (with the exception of Campbell, as stated) have location requirements that vary from six to ten feet from property lines. Some also have distance requirements from the nearest dwelling unit or public road (see Attachment 4). The proposed Ordinance (Attachment 1 and Attachment 3 Redline) for the Town of Los Gatos ties number of hives to the size of the property and requires a uniform distance from property lines and public roadways for ease of enforcement.

The proposed Ordinance (Attachment 1) also has nuisance sections which give the Town the ability to address and enforce public health, safety, and nuisance concerns.

CONCLUSION:

Approval of the Animal Establishment registration requirement changes will ease the burden on TNR organizations and approval of the recommended amendments to Beekeeping will further the desired goal of promoting pollinator populations by making beekeeping possible on more parcels within the Town. Keeping the current beekeeping ordinance in place will limit or proscribe beekeeping on many parcels within the Town.

ALTERNATIVES:

1. Not approve the recommended amendments.
2. Approve different amendments and return with revised Ordinance.
3. Refer the issue back to staff with direction.

COORDINATION:

In the rewrite of Sections 4.60.050 and 4.60.055 of Article VI – “Animal rescuer and trap-neuter-return registration and Maintenance of animal rescuer or TNR activist registration, the proposed revisions were sent to some interested members of the TNR community.

In the rewrite of the Beekeeping ordinance, research was conducted which included speaking with the Santa Clara County Agricultural Commissioner’s Office; meeting with interested groups and individuals from local business ChicknBees, and the Santa Clara Valley Beekeepers’ Guild; reading online research papers; and examining the ordinances for 10 mostly neighboring jurisdictions: the cities of Santa Clara, San Jose, Monte Sereno, Saratoga, Morgan Hill, Cupertino, Campbell, Santa Clara County and two instructive ordinances from San Diego County and the city of Concord. Drafts of the Town’s proposed Ordinance were circulated to local experts for feedback.

In the last five years, Town staff has received approximately one complaint a year about beehives. On September 30, 2019, Town staff received a number of complaints about one beekeeping residence on Kingston Hill Way. Town staff was provided with a list of 10 people who reported being stung in this vicinity. Staff reached out to all 10 and interviewed eight. All but two reported or identified wasp stings. This property did have a wasp nest on it adjacent to the sidewalk. The owner has now taken remedial measures to eradicate the wasp nest. However two people identified bee stings and one neighbor immediately adjacent reports getting some bees in her home. Town staff visited this area three times and met with the beekeeper each time, as well as the affected neighbor on two occasions. Town staff has asked the beekeeper to relocate the hives to the other side of his house; however, it is unknown at this time whether that will prevent any bees from encroaching into the neighbor’s yard.

PAGE 5 OF 5

SUBJECT: Chapter 4 – Animals and Fowl: Article VI and Article VIII

DATE: October 15, 2019

FISCAL IMPACT:

Approval will have no negative fiscal impact on the Town.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft Ordinance
2. Redline changes to Chapter 4 – Animals and Fowl; Article VI – “Animal Establishments”, Sections 4.60.050 and 4.60.055 of Article VI – “Animal rescuer and trap-neuter-return registration and Maintenance of animal rescuer or TNR activist registration
3. Redline changes to Chapter 4 – Animals and Fowl: Article VIII – “Beekeeping”
4. Chart of surrounding jurisdictions

**ORDINANCE NO.**

**AN ORDINANCE OF THE TOWN OF LOS GATOS AMENDING CHAPTER 4 OF THE LOS GATOS TOWN CODE ENTITLED ANIMALS AND FOWL, ARTICLE VI, SECTIONS 4.60.050 AND 4.60.055, ENTITLED ANIMAL RESCUER AND TRAP-NEUTER-RETURN REGISTRATION AND MAINTENANCE OF ANIMAL RESCUER OR TNR ACTIVIST REGISTRATION, AND ARTICLE VIII ENTITLED BEEKEEPING**

**WHEREAS**, on September 18, 2018 the Town Council adopted Ordinance No. 2276 providing a comprehensive update to Chapter 4 entitled Animals and Fowl, and:

**WHEREAS**, the implementation of the September 2018 updates to the Town Code regarding feral cats and TNR registration has shown that the requirements of 4.60.050 and 4.60.055 pertaining to registration by TNR organizations were unduly burdensome and unnecessary to achieve desired outcome; and

**WHEREAS**, in addition, Chapter 4 Article VIII entitled Beekeeping was not part of the 2018 comprehensive update; and

**WHEREAS**, the Town of Los Gatos recently annexed in 24 County islands into Town jurisdiction that were formerly governed by County of Santa Clara beekeeping regulations; and

**WHEREAS**, beekeeping has been deemed to be an important activity to promote plant pollination which is necessary to food supply and nationally, there has been a decline in pollinator health and local jurisdictions are encouraged to aid in efforts to rebuild pollinator health;

**WHEREAS**, it is the intent of the Town Council, in amending this ordinance, to remove the registration and permit requirements for TNR organizations and regulate beekeeping compliance with best practices and in closer compliance with surrounding jurisdictions' regulations; and

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

**SECTION 1. INCORPORATION OF RECITALS.** The Town Council of the Town of Los Gatos finds that all Recitals are true and correct and incorporate them herein by this reference.

**SECTION 2. AMENDMENT OF MUNICIPAL CODE.** Chapter 4, Article VI, Sections 4.60.050 and 4.60.055 entitled Animal Rescuer and Trap-Neuter-Return Registration and Maintenance of Animal Rescuer or TNR Activist Registration is hereby amended to read as follows:

ATTACHMENT 1

**Sec. 4.60.050. - Animal rescuer.**

(a) Except as otherwise provided in this Title, any person or organization that maintains more than the number of adult animals allowed under this Chapter and Chapter 29, shall register with Town Manager or designee Animal Control Agency as an animal rescuer. In order to register as an animal rescuer, the applicant must provide the following information:

- (1) Verifiable proof of membership in or status as a State of California not-for-profit corporation that meets the requirements of Internal Revenue Code Section 501(c)(3) and is in good standing with the State of California.
- (2) Verifiable proof that animal adoption and placement of rescued animals with a new and permanent owner in a new home is one (1) of its primary organizational goals and proof of a history of placement of animals with new and permanent owners in new homes.
- (3) The location of the rescue work to be performed and the identity and contact information of the person(s) responsible for the care of the animals at that location.
- (4) A description of the practices that will be employed by the person or organization in conducting rescue work;
- (5) Payment of the registration fee in an amount established by resolution of the Town Council;
- (6) Agreement from the applicant to abide by the requirements set forth in this chapter, and;
- (7) Agreement from the applicant to any other conditions reasonably necessary for the proper care and maintenance of the animals.

**Sec. 4.60.055. - Maintenance of animal rescuer.**

(a) In order to maintain a valid animal rescuer registration, the animal rescuer shall comply with each of the following requirements:

- (1) Rescue work such as the temporary housing and care of domestic animals, or feeding for the purpose of trapping, shall be performed in conformity with all standards of animal care and housing set forth by state and local law;
- (2) Rescue work shall not create a public nuisance;
- (3) The animal rescuer shall cooperate with the animal control organization during investigations of complaints and inspections of animal areas; and
- (4) The animal rescuer shall limit the number of animals maintained at the registered location if the Animal Control Officer deems limitations are necessary because of space, finance, effect on surrounding area, history or any other criteria relevant to the animal rescuer's ability to maintain the animals.

(b) The Town Manager or Animal Control Agency may revoke the animal rescuer registration if the holder of the registration fails at any time to satisfy one (1) or more of the requirements specified in subsection (a).

**SECTION 3. AMENDMENT OF MUNICIPAL CODE.** Chapter 4, Article VIII, entitled Beekeeping is hereby amended to read as follows:

**Sec. 4.80.002. – “Abandoned Apiary” defined.**

As used in this article, “abandoned apiary” includes but is not limited to, a colony(s) or hive(s) and equipment a beekeeper has ceased to manage, is deserted, not maintained and/or left unattended, remains without authorization on the property of another, is without proper identification and/or registration, and/or where the owner is unable to be located and/or contacted.

**Sec. 4.80.005. - "Apiary" defined.**

As used in this article, "apiary" means bees, hives and appliances wherever the same are kept, located or found, including a fresh water source on the same property not more than one hundred (100) feet away from the hives (not a pool, hot tub nor spa.).

**Sec. 4.80.010. - "Bees" defined.**

As used in this article, "bees" means honey-producing insects of the species *Apis mellifera*, including the adults, eggs, larvae, pupae or other immature states thereof, together with such materials as are deposited into hives by their adults, except honey and rendered beeswax.

**Sec. 4.80.012. – “Flight dispersing barrier.**

As used in this article, “flight dispersing barrier”, also called flyover barrier, means a device such as a wall, fence, or dense vegetation or combination thereof that provides an obstruction through which honey bees cannot readily fly. Such barrier must be constructed at a minimum height of six feet from the ground and a maximum height in accordance with Town regulations for fences and accessory dwelling units. Barrier must surround the immediate vicinity of the colony(s) or hive(s) yet leave sufficient space for beekeeper to maintain colony(s) or hive(s). Property line fences or barriers may constitute flight dispersing barriers, if they are sufficiently close to the hive to redirect bee flight up and away from sensitive areas or neighboring properties. Barrier must conform with setback requirements for fences and accessory dwelling units as defined by Town regulations.

**Sec. 4.80.015. - "Hive" defined.**

As used in this article, "hive" means any receptacle or container made or prepared for the use of bees, or a box or similar container of which bees have taken possession.

**Sec. 4.80.020. - "Location" defined.**

As used in this article, "location" means any premises upon which an apiary is located.

**Sec. 4.80.022. – “Undesirable honey bee behavior” defined.**

As used in this article, “undesirable honey bee behavior” means any behavior exhibited by honey bees from a managed apiary that may result in harm to others. Such behaviors include, but are not limited to, characteristics of Africanized honey bees, bees exhibiting unusually aggressive defensive behavior, such as stinging or attempting to sting without provocation or exhibiting an unusual disposition toward swarming.

**Sec. 4.80.025. - Notice required when moving apiaries.**

No apiary shall be moved into the Town or within the confines of the Town without notice in writing being given to the Agricultural Commissioner of the County within thirty (30) days from the date movement is begun, stating:

- (a) The number of colonies of bees to be moved into or within the Town.
- (b) The location of the property in the Town to which bees are to be moved, and the name and address of the owner of the property or person in possession thereof.
- (c) The distance of the proposed location of the apiary from the nearest public road intersection.

**Sec. 4.80.027. – Number of apiaries**

- (a) Only two (2) hives may be kept or maintained on parcels over 5,000 square feet but less than 10,000 square feet in size.
- (b) Only three (3) hives may be kept or maintained on parcels over 10,000 square feet in size but less than 40,000 square feet in size.
- (c) Four (4) hives may be kept on parcels over 40,000 square feet in size. One (1) additional hive may be kept for each ½ acre over one acre.
- (d) Apiaries on properties under 10,000 square feet must be surrounded by a flight dispersing barrier. Apiaries on property over 10,000 square feet but under 40,000 square feet may require a flight dispersing barrier.
- (e) No hives may be kept on multi-family properties without the consent of the owner and all tenants in possession thereof.

**Sec. 4.80.030. - Location of apiary.**

No apiary shall be located:

- (a) In any required front or side setbacks. Apiaries shall only be located in the rear yard of any appropriately sized residential property. Apiaries may be located in a side setback

with written consent of adjacent property owner/resident or Director of Community Development Department.

- (b) No apiary may be kept or maintained within six (6) feet of a side property line nor within ten (10) of a rear property line without written consent of adjoining property owner/resident.
- (c) If an apiary is within 20 feet of a property line, either a flight dispersing barrier may be required or the entrance of the apiary may not face a property line.
- (d) On any lands not owned by the beekeeper without the written consent of the owner or person in possession thereof.
- (e) Closer than twenty-five (25) feet from any public road.

**Sec. 4.80.035. - Water supply.**

A water supply adequate in quantity for the apiary should be provided and maintained. If the property on which the apiary is located does not contain sufficient natural water, the beekeeper shall provide one or more water containers or water sources. The water supply shall provide landing sites for the honey bees to drink without drowning, undue competition, or over-crowding. It is unlawful for a beekeeper to allow a water source to become stagnant or a mosquito breeding site. The water supply should be not more than one hundred (100) feet away from the hives (not a pool, hot tub nor spa.)

**Sec. 4.80.040. - Identification of premises.**

Every person maintaining any apiary on premises other than their own residence shall identify the apiary by affixing and maintaining signs thereto showing the name of owner or person in possession of the apiary, the owner or person's current contact information, These signs shall be prominently placed and maintained on each entrance side of the apiary and immediately adjoining the same and lettered in black at least one (1) inch in height on a white or light background.

**Sec. 4.80.043. – Nuisance.**

No beekeeper shall own or operate an apiary that exhibits undesirable honey bee behavior, contains apiary pests, does not comply with all local, state and federal laws, or otherwise constitutes a health and safety hazard or nuisance.

**Sec. 4.80.045. - Notice, correction of violation.**

Any person transporting or maintaining an apiary who violates any of the provisions of this article may be given verbal or written notice by the agricultural commissioner of the county or

any law enforcement officer or animal control officer or code enforcement officer. A written notice shall also be posted on the location for forty-eight (48) hours, and it shall be unlawful for the owner or person in possession of said apiary to fail to correct the violations within that period. The provisions of this article, however, shall not authorize the keeping of bees in areas where they are not otherwise allowed by law.

**Sec. 4.80.050. – Penalty, abatement.**

Every person violating any provision of this article who has been given notice thereof as prescribed herein shall be guilty of a misdemeanor or infraction in the discretion of the Town Attorney and Office of Code Compliance. Remedies for violation of any of the provisions of this article may include administrative warnings, citations, maintenance by any party of civil cause of action, criminal prosecution or required removal of the nuisance apiary at owner’s expense.

**Sec. 4.80.055. - Penalty, destruction of another’s apiary**

It is illegal to kill an apiary that is not owned by yourself or without the permission from the apiary owner. No person may knowingly poison a hive with chemicals or any other substances with the intent to cause its death (or demise). Any person found guilty of this is subject to prosecution per municipal code as a misdemeanor. This section does not preclude or preempt prosecution under any relevant Penal Code sections or the maintenance of civil action by the apiary owner.

**SECTION 4. 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 5. 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 6. 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 7. EFFECTIVE DATE.** This ordinance shall take effect immediately and will be enforced thirty (30) days after its adoption.

**SECTION 8. 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 9. INTRODUCTION AND ADOPTION.** This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 15<sup>th</sup> day of October 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 5<sup>th</sup> day of November 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 NO.

AN ORDINANCE OF THE TOWN OF LOS GATOS UPDATING CHAPTER 4, ARTICLE VI, SECTION 4.60.050 - "ANIMAL RESCUER AND TRAP-NEUTER-RETURN REGISTRATION" AND CHAPTER 4, ARTICLE VI, SECTION 4.60.055 - "MAINTENANCE OF ANIMAL RESCUER OR TNR ACTIVIST REGISTRATION"

WHEREAS, on 9-18-18, the Town Council adopted ordinance 2276 providing a comprehensive update to Chapter entitled Animals and Fowl, and:

WHEREAS, Chapter 4 Article VI sections 4.60.050 and 4.60.055 entitled "Animal rescuer and trap-neuter-return registration" and "Maintenance of animal rescuer or TNR activist registration" were updated to expand Animal Establishments from animal shelters to also include trap-neuter-return organizations; and

WHEREAS, the Town of Los Gatos in implementing the law over the last year has determined that trap-neuter-return organizations do not fit the definition of animal establishments as used in this code; and

WHEREAS, the recently approved amendments to these sections are found to unduly burden TNR organizations; and

WHEREAS, TNR activity has been deemed to be an important activity to reduce feral cat population;

NOW THEREFORE, it is the intent of the Town Council, in amending this ordinance, to lessen the burden of registration on TNR organizations; and

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

Sec. 4.60.050. - Animal rescuer ~~and trap-neuter-return registration.~~

(a) Except as otherwise provided in this Title, any person or organization that maintains more than the number of adult animals allowed under this Chapter and Chapter 29, ~~or who conducts activities consistent with the definitions of animal rescue or trap-neuter-return (TNR),~~ shall register with Town Manager or designee Animal Control Agency as an animal rescuer ~~or TNR activist.~~ In order to register as an animal rescuer ~~or TNR activist,~~ the applicant must provide the following information:

- (1) Verifiable proof of membership in or status as a State of California not-for-profit corporation that meets the requirements of Internal Revenue Code Section 501(c)(3) and is in good standing with the State of California.
- (2) Verifiable proof that animal adoption and placement of rescued animals with a new and permanent owner in a new home is one (1) of its primary organizational goals and proof of a history of placement of animals with new and permanent owners in new homes.
- ~~(3) Verifiable proof of membership in or an affiliation with a recognized, legitimate organization or group with a history of active trap-neuter-return activity.~~
- (4) The location of the rescue ~~or TNR~~ work to be performed and the identity and contact information of the person(s) responsible for the care of the animals at that location.
- (5) A description of the practices that will be employed by the person or organization in conducting rescue ~~or TNR~~ work;
- (6) Payment of the registration fee in an amount established by resolution of the Town Council;
- (7) Agreement from the applicant to abide by the requirements set forth in this chapter, and;
- (8) Agreement from the applicant to any other conditions reasonably necessary for the proper care and maintenance of the animals.

( [Ord. No. 2276, § 1, 9-18-18](#) )

Sec. 4.60.055. - Maintenance of animal rescuer ~~or TNR activist~~ registration.

- (a) In order to maintain a valid animal rescuer ~~or TNR activist~~ registration, the animal rescuer ~~or TNR activist~~ shall comply with each of the following requirements:
- (1) Rescue work ~~and TNR activity~~ such as the temporary housing and care of domestic animals, ~~or feeding for the purpose of trapping,~~ shall be performed in conformity with all standards of animal care and housing set forth by state and local law;
  - (2) Rescue work ~~and TNR activity~~ shall not create a public nuisance;
  - (3) The animal rescuer ~~and TNR activist~~ shall cooperate with the animal control organization during investigations of complaints and inspections of animal areas; and
  - (4) The animal rescuer ~~and TNR activist~~ shall limit the number of animals maintained at the registered location if the Animal Control Officer deems limitations are necessary because of space, finance, effect on surrounding area, history or any other criteria relevant to the animal rescuer's ~~or TNR activist's~~ ability to maintain the animals.
- (b) The Town Manager or Animal Control Agency may revoke the animal rescuer ~~or TNR activist~~ registration if the holder of the registration fails at any time to satisfy one (1) or more of the requirements specified in subsection (a).

( [Ord. No. 2276, § 1, 9-18-18](#) )

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF LOS GATOS UPDATING CHAPTER 4 ARTICLE VIII – "BEEKEEPING"

WHEREAS, on \_\_\_\_\_ the Town Council adopted ordinance # \_\_\_\_\_ providing a comprehensive update to Chapter 4 entitled Animals and Fowl, and:

WHEREAS, Chapter 4 Article VIII entitled Beekeeping was not part of the comprehensive update; and

WHEREAS, the Town of Los Gatos recently annexed in 24 County islands into Town jurisdiction; and

WHEREAS, the recently annexed Los Gatos properties were formerly governed by County of Santa Clara beekeeping regulations; and

WHEREAS, beekeeping has been deemed to be an important activity to promote plant pollination which is necessary to food supply; and

WHEREAS, nationally, there has been a decline in pollinator health and local jurisdictions are encouraged to aid in efforts to rebuild pollinator health;

NOW THEREFORE, it is the intent of the Town Council, in amending this ordinance, to regulate beekeeping compliance with best practices and in closer compliance with surrounding jurisdictions' regulations; and

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

0020ARTICLE0020 ARTICLE VIII. - BEEKEEPING

Sec. 4.80.002. – "Abandoned Apiary" defined.

As used in this article, "abandoned apiary" includes but is not limited to, a colony(s) or hive(s) and equipment a beekeeper has ceased to manage, is deserted, not maintained and/or left unattended, remains without authorization on the property of another, is without proper identification and/or registration, and/or where the owner is unable to be located and/or contacted.

Sec. 4.80.005. - "Apiary" defined.

As used in this article, "apiary" means bees, hives and appliances wherever the same are kept, located or found, including a fresh water source on the same property not more than one hundred (100) feet away from the hives (not a pool, hot tub nor spa.).

(Ord. No. 1971, § II, 2-22-94; [Ord. No. 2276, § 1, 9-18-18](#) )

Sec. 4.80.010. - "Bees" defined.

As used in this article, "bees" means honey-producing insects of the species *Apis mellifera-mellifera*, including the adults, eggs, larvae, pupae or other immature states thereof, together with such materials as are deposited into hives by their adults, except honey and rendered beeswax.

(Ord. No. 1971, § II, 2-22-94; [Ord. No. 2276, § 1, 9-18-18](#) )

Sec. 4.80.012. – "Flight dispersing barrier.

As used in this article, "flight dispersing barrier", also called flyover barrier, means a device such as a wall, fence, or dense vegetation or combination thereof that provides an obstruction through which honey bees cannot readily fly. Such barrier must be constructed at a minimum height of six feet from the ground and a maximum height in accordance with Town regulations for fences and accessory dwelling units. Barrier must surround the immediate vicinity of the colony(s) or hive(s) yet leave sufficient space for beekeeper to maintain colony(s) or hive(s). Property line fences or barriers may constitute flight dispersing barriers, if they are sufficiently close to the hive to

redirect bee flight up and away from sensitive areas or neighboring properties. Barrier must conform with setback requirements for fences and accessory dwelling units as defined by Town regulations.

Sec. 4.80.015. - "Hive" defined.

As used in this article, "hive" means any receptacle or container made or prepared for the use of bees, or a box or similar container of which bees have taken possession.

(Ord. No. 1971, § II, 2-22-94; [Ord. No. 2276, § 1, 9-18-18](#) )

Sec. 4.80.020. - "Location" defined.

As used in this article, "location" means any premises upon which an apiary is located.

Sec. 4.80.022. – "Undesirable honey bee behavior" defined.

As used in this article, "undesirable honey bee behavior" means any behavior exhibited by honey bees from a managed apiary that may result in harm to others. Such behaviors include, but are not limited to, characteristics of Africanized honey bees, bees exhibiting unusually aggressive defensive behavior, such as stinging or attempting to sting without provocation or exhibiting an unusual disposition toward swarming.

(Ord. No. 1971, § II, 2-22-94; [Ord. No. 2276, § 1, 9-18-18](#) )

Sec. 4.80.025. - Notice required when moving apiaries.

No apiary shall be moved into the Town or within the confines of the Town without notice in writing being given to the Agricultural Ceommissioner of the Ceounty within five-thirty (630) days from the date movement is begun, stating:

- (a) The number of colonies of bees to be moved into or within the Town.
- (b) The location of the property in the Town to which bees are to be moved, and the name and address of the owner of the property or person in possession thereof.
- (c) The distance of the proposed location of the apiary from the nearest public road intersection.

(Ord. No. 1971, § II, 2-22-94; [Ord. No. 2276, § 1, 9-18-18](#) )

Sec. 4.80.027. – Number of apiaries

- (a) Only two (2) hives may be kept or maintained on parcels over 5,000 square feet but less than 10,000 square feet in size.
- (b) Only three (3) hives may be kept or maintained on parcels over 10,000 square feet in size but less than 40,000 square feet in size.
- (c) Four (4) hives may be kept on parcels over 40,000 square feet in size. One (1) additional hive may be kept for each ½ acre over one acre.
- (d) Apiaries on properties under 10,000 square feet must be surrounded by a flight dispersing barrier. Apiaries on property over 10,000 square feet but under 40,000 square feet may require a flight dispersing barrier.
- (e) No hives may be kept on multi-family properties without the consent of the owner and all tenants in possession thereof.

Sec. 4.80.030. - Location of apiary.

No apiary shall be located:

- (a) (a) At a distance less than one thousand (1,000) feet from the nearest residence, church, school, public building, corral or water area in the corral unless the owner or persons in possession thereof has given written permission to the location of said apiary at a closer distance. In any required front

or side setbacks. Apiaries shall only be located in the rear yard of any appropriately sized residential property.

(b) No apiary may be kept or maintained within six (6) feet of a side property line nor within ten (10) feet of a rear property line without written consent of adjoining property owner/resident.

(c) If an apiary is within 20 feet of a property line, either a flight dispersing barrier may be required or the entrance of the apiary may not face a property line.

(db) On any lands not owned by the beekeeper without the written consent of the owner or person in possession thereof.

(ee) Closer than ~~three hundred twenty-five~~ (30025) feet from any public road.

(Ord. No. 1971, § II, 2-22-94; [Ord. No. 2276, § 1, 9-18-18](#).)

Sec. 4.80.035. - Water supply.

A water supply adequate in quantity for the apiary should be provided and maintained. If the property on which the apiary is located does not contain sufficient natural water, the beekeeper shall provide one or more water containers or water sources. The water supply shall provide landing sites for the honey bees to drink without drowning, undue competition, or over-crowding. It is unlawful for a beekeeper to allow a water source to become stagnant or a mosquito breeding site.

(Ord. No. 1971, § II, 2-22-94; [Ord. No. 2276, § 1, 9-18-18](#).)

Sec. 4.80.040. - Identification of premises.

Every person maintaining any apiary on premises other than their own residence shall identify the apiary by affixing and maintaining signs thereto showing the name of owner or person in possession of the apiary, the owner or person's ~~address and telephone number~~ current contact information, ~~or a statement that the owner or person has no phone~~. These signs shall be prominently placed and maintained on each entrance side of the apiary and immediately adjoining the same and lettered in black at least one (1) inch in height on a white or light background.

(Ord. No. 1971, § II, 2-22-94; [Ord. No. 2276, § 1, 9-18-18](#).)

Sec. 4.80.043. – Nuisance.

No beekeeper shall own or operate an apiary that exhibits undesirable honey bee behavior, contains apiary pests, does not comply with all local, state and federal laws, or otherwise constitutes a health and safety hazard or nuisance.

Sec. 4.80.045. - Notice, correction of violation.

Any person transporting or maintaining an apiary who violates any of the provisions of this article may be given verbal or written notice by the agricultural commissioner of the county or any law enforcement officer or animal control officer or code enforcement officer. A written notice shall also be posted on the location for forty-eight (48) hours, and it shall be unlawful for the owner or person in possession of said apiary to fail to correct the violations within that period. The provisions of this article, however, shall not authorize the keeping of bees in areas where they are not otherwise allowed by law. Remedies for violation of any of the provisions of this article may include administrative warnings, citations, maintenance by any party of civil cause of action, criminal prosecution or required removal of the nuisance apiary at owner's expense.

(Ord. No. 1971, § II, 2-22-94; [Ord. No. 2276, § 1, 9-18-18](#).)

Sec. 4.80.050. - Penalty, ~~abatement~~, abatement.

Every person violating any provision of this article who has been given notice thereof as prescribed herein shall be guilty of a misdemeanor or infraction in the discretion of the Town Attorney and Office of Code Compliance.

Sec. 4.80.055. - Penalty, destruction of another's apiary

It is illegal to kill an apiary that is not owned by yourself or without the permission from the apiary owner. No person may knowingly poison a hive with chemicals or any other substances with the intent to cause its death (or demise). Any person found guilty of this is subject to prosecution per municipal code as a misdemeanor. This section does not preclude or preempt prosecution under any relevant Penal Code sections or the maintenance of civil action by the apiary owner.

(Ord. No. 1971, § II, 2-22-94; Ord. No. 2276, § 1, 9-18-18.)

**CHART OF SURROUNDING JURISDICTIONS**

Monte Sereno	Saratoga	Campbell	County of Santa Clara	Cupertino	San Jose	Santa Clara	Morgan Hill	Concord	County of San Diego
6 feet from side property line, 10 feet from rear. 6 hives in R1-44, 4 hives in R1-20, 2 hives in R1-8	6 feet from property line. 3 hives on most properties. 4 on acre with one hive per add'l half acre.	Same as Los Gatos – no limit on hives but located 1,000 feet from nearest residence and 300 feet from road.	1-3 hives 100 feet from property lines unless flight dispersing barrier than 25 feet. 25 feet from road. 4-20 colonies can be 100 feet from residence etc., 20+ colonies 300 feet from nearest property, 100 feet from roads.	8 feet from property line, 20 feet from road. Under 5,000 square feet (s.f.) only two hives. Above 5,000 s.f., no mention of limit of number of hives.	10 feet from property line, 50 feet from dwelling unit other than beekeeper's. 2 hives only.	20 feet from road or other dwelling unit. 10 feet from property line. Only 2 hives.	2 hives on less than 5,500 s.f. 3 up to 10,890 s.f., 4 over 10,890 s.f., 6 on 21,780 s.f.. 10 feet from back property line, 6 feet from side property line, 25 feet from public road.	25 feet from property line. 2 hives on less than 10,000 s.f. property. 1 add'l hive for every add'l 10,000 s.f. .	1-2 colonies 25 feet from road and 35 feet from neighboring dwelling unit. 25 feet from property line.



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2019

ITEM NO: 8

DESK ITEM

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DATE: October 15, 2019  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Introduction of an Ordinance of The Town of Los Gatos Amending Chapter 4 – Animals and Fowl, Article VI, Sections 4.60.050 and 4.60.055 Entitled Animal Rescuer and Trap-Neuter-Return Registration and Maintenance of Animal Rescuer or TNR Activist Registration and Article VIII Entitled Beekeeping

REMARKS:

Attachment 5 contain public comment received after the distribution of the staff report dated October 10, 2019.

Attachments previously received with Staff Report dated October 10, 2019:

1. Draft Ordinance
2. Redline changes to Chapter 4 – Animals and Fowl; Article VI – “Animal Establishments”, Sections 4.60.050 and 4.60.055 of Article VI – “Animal rescuer and trap-neuter-return registration and Maintenance of animal rescuer or TNR activist registration
3. Redline changes to Chapter 4 – Animals and Fowl: Article VIII – “Beekeeping”
4. Chart of surrounding jurisdictions

Attachments received with this Desk Item:

5. Public Comment received after the distribution of the staff report.

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

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**Subject:** Tonights meeting re: beekeeping

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**From:** Carmen A Rutlen <danceinfuzzyred@aol.com>  
**Sent:** Tuesday, October 15, 2019 11:01 AM  
**To:** Council <Council@losgatosca.gov>  
**Subject:** Tonights meeting re: beekeeping

**From:** Carmen Rutlen  
239 Nob Hill Way, Los Gatos, CA 95032

**To:** Town Council Meeting on 10/15/19 regarding "Beekeeping"  
**Date:** 10/15/19

In regards to the city of Los Gatos' amendments to the ordinance regarding beekeeping, I'd like to add my personal comments and views on the subject. A few months ago we began to notice multitudes of bees flying around on our patio and a good many dead on the pavement. Then, around a month or so ago, my dog was stung three times, but I can only state with certainty that one of the stings was from a bee as we saw it on his leg. While walking along the side of our house on the sidewalk, my husband was stung twice by bees.

The inside of our living room window sill was covered with dead bees.

Our neighbor, Maleck, on Kingston told my husband that he had a bee hive. Our property is so very close to where he had his beehive that we had to stop using our patio and could not leave the door open any longer. We tend to the garden outside as a hobby and love spending time there for dinner and barbecuing.

Our neighbor has moved his bee hive and while I can still see many bees in my blooming trees, things seem to have calmed down for the moment.

As this has been a volatile and ever changing situation, I would like to encourage the City Council members to make a stronger commitment for exceptions to the new regulations should bees be a nuisance to a neighbor.

Thank you,

Carmen Rutlen



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 10/15/2019

ITEM NO: 9

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DATE: October 9, 2019  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Introduce an Ordinance, by title only, effecting an amendment to Chapter 11 (Garbage, Refuse and Weeds) of the Town Code regarding Weed Abatement regulations.

**RECOMMENDATION:**

Introduce an Ordinance (Attachment 1), by title only, effecting an amendment to Chapter 11 (Garbage, Refuse, and Weeds) of the Town Code regarding Weed Abatement regulations.

**BACKGROUND:**

On January 22, 2019, the Town Council accepted the Town Attorney's 2019 Ordinance and Policy Priority recommendations. Listed sixth on the priority list was the Town's Weed Abatement Ordinance. The Town's Weed Abatement Ordinance was adopted in 1968 and establishes a program and procedure to maintain weeds in an effort to eliminate hazardous conditions. Following the devastating wildfires of the past few years, the Town should update the Ordinance 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.

In addition during the development of the Wildland Urban Interface Evacuation Assessment, staff conducted a review of the Town's Municipal Code as it relates to wildfire mitigation. Currently the Town has multiple references to regulatory areas that touch either directly, or indirectly, on the development of a wildfire evacuation plan and community wildfire preparedness. Relevant references can be found in Chapters 6, 9, 11, 26, and 29 of the Town Municipal Code and in the Hillside Development Standards and Guidelines (HDS&G). Based on that assessment, staff anticipates bringing forward recommended changes to Chapter 9 (Fire Prevention and Protection) and Chapter 29 (Tree Protection) in the near future.

**PREPARED BY:** Arn Andrews  
Assistant Town Manager

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

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DISCUSSION:

Dry and overgrown weeds are a nuisance and safety hazard. In addition to contributing to visual blight, dry weeds create a hazardous condition increasing the risk of fire. Weed abatement codes are designed to require property owners to maintain their properties such that weeds do not become overgrown and become a fire hazard. In addition, the abatement of weeds can help effectuate the safe entry of first responders into wildfire events, and the safe evacuation of residents from wildfire events.

As such staff has recommended edits and additions to Sec. 11.20.010 "Definitions" and Sec. 11.20.015 "Removal by property owner required." Most substantively, staff is recommending that private property owners within the Wildland Urban Interface clear weeds within five feet of the roadway. Staff's recommendations are provided in a draft Ordinance (Attachment 1) and in redline format (Attachment 2).

CONCLUSION:

Staff recommends that the Town Council adopt the proposed Ordinance (Attachment 1).

COORDINATION:

The preparation of this Ordinance was coordinated with the Town Attorney.

FISCAL IMPACT:

There is no fiscal impact associated with this Ordinance.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft Ordinance
2. Draft Amendments (redline)

**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**, the proposed amendment changes 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 I**

Section 11.20.010 of Town Code Chapter 11 are hereby amended to read as follows:

**Sec. 11.20.010. – Definition**

For the purposes of this article, the word "weeds" shall mean all weeds growing upon or abutting streets, alleys, sidewalks, or private property in the Town, including, but not limited to, the following:

- (1) Weeds which bear or may bear seeds of a downy or wingy nature;
- (2) Sagebrush, chaparral and any other brush or weeds which may attain such large growth as to become, when dry, a fire menace;
- (3) Weeds which are otherwise noxious or dangerous;
- (4) Poison oak when the conditions of growth are such as to constitute a menace to the public health;
- (5) Dead vegetation, fallen limbs, brush, combustible trash, or other flammable material which endangers public safety by creating a fire hazard.

## 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 five (5) 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 October 15, 2019 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 November 5, 2019 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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**ARTICLE II. - WEEDS**

**Sec. 11.20.010. - Definition.**

For the purposes of this article, the word "weeds" shall mean all weeds growing upon or abutting streets, alleys, sidewalks, or private property in the Town, including, but not limited to, the following:

- (1) Weeds which bear or may bear seeds of a downy or wingy nature;~~;~~
- (2) ~~Weeds and indigenous grasses Sagebrush, chaparral and any other brush or weeds~~ which may attain such large growth as to become, when dry, a fire menace ~~to adjacent property;~~
- (3) Weeds which are otherwise noxious or dangerous;~~;~~
- (4) Poison oak and poison ivy; when the conditions of growth are such as to constitute a menace to the public health;~~;~~
- (5) Dead vegetation, fallen limbs, brush, combustible trash, or other flammable material which endangers public safety by creating a fire hazard. Accumulation of garden refuse, cuttings, limbs, lumber and other combustible trash.

(Code 1968, § 14-13)

**Cross reference**— Definitions and rules of construction generally, § 1.10.015.

**Sec. 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 and neighborhood collector roadway classifications shall remove or destroy such weeds within five (5) feet of the roadway to prevent or avoid undue hardship in fighting fire.

(Code 1968, § 14-14)