

TOWN OF PORTOLA VALLEY

Meeting of the Town Council

Wednesday, April 26 2023

7:00 P.M.

Jeff Aalfs, Mayor
Sarah Wernikoff, Vice Mayor
Judith Hasko, Councilmember
Mary Hufty, Councilmember
Craig Taylor, Councilmember

MEETING AGENDA

HISTORIC SCHOOLHOUSE - 765 Portola Road, Portola Valley, CA 94028

Remote Public Comments: Meeting participants are encouraged to submit public comments in writing in advance of the meeting. Please submit your comments using this [online form](#) by 1:00 PM on the day of the meeting. Time permitting, your correspondence will be uploaded to the website. All received questions will be forwarded to Council, Commission, or Committee members for consideration during the meeting and included in the public record. Additionally, technology permitting, the public body will take questions using the Raise Hand button for those who attend the meeting online or by phone. Phone callers may provide comments by pressing *9 on your phone to "raise your hand" and *6 to mute/unmute yourself. The meeting Chair will call on people to speak by the phone number calling in. Remote participation is provided as a supplemental way to provide public comment, but this method does not always work. The public is encouraged to attend in person to ensure full participation.

Assistance for People with Disabilities: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at (650) 851-1700 or by email at towncenter@portolavalley.net. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

VIRTUAL PARTICIPATION VIA ZOOM

To access the meeting by computer:

<https://us06web.zoom.us/j/81454873185?pwd=Rnpya093M0tVY0prZnNTRUxWZTFtQT09>

Webinar ID: 814 5487 3185

Passcode: 763171

To access the meeting by phone:

1-669-900-6833 or 1-888-788-0099 (toll-free)

Mute/Unmute – Press *6 / Raise Hand – Press *9

1. **CALL TO ORDER**
2. **ORAL COMMUNICATIONS**
Persons wishing to address the Town Council on any subject may do so now. Please note, however, that the Council is not able to undertake extended discussion or action tonight on items, not on the agenda.
Speakers' time is limited to three minutes
3. **PUBLIC HEARING**
 - a. **Hold a Public Hearing** on the Annual Fee update
 - i. Adoption of a Resolution Approving a Revised Fee Schedule for the Town of Portola Valley's Administrative, Building, Public Works/Engineering and Planning Departments
4. **CONSENT AGENDA**
 - a. **Approval of Minutes** – Action Minutes for April 12, 2023
 - b. **Approval of Warrant List** – April 26, 2023
 - c. **Recommendation by Public Works Director** – Annual Street Resurfacing Project FY 2023/2024 – Westridge Drive Rehabilitation Project No. 2023-PW01
 - i. Adoption of a Resolution of the Town Council of the Town of Portola Valley Approving Plans and Specifications and Calling for Bids for the Westridge Drive Rehabilitation Project No. 2023-PW01
5. **REGULAR AGENDA**
 - a. **Discuss and Approve** Annual CPI and Salary Schedule

- i. Adoption of Resolution Of The Town Council Of The Town Of Portola Valley
Modifying The Salary Schedule For Fiscal Year 2023-24

6. STUDY SESSION

- a. **Discuss and Hold Study Session on the Sheriff Contract**

7. COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS

Oral and written reports arising out of liaison appointments to both in-town and regional committees and initiatives. *The Town Council does not take action under this agenda item.*

8. TOWN MANAGER REPORT

There are no written materials and the Town Council does not take action under this agenda item

9. ADJOURNMENT

The next Regular Town Council meeting will be held on May 10, 2023 at 7:00 p.m.

Land Acknowledgement:

The Town of Portola Valley acknowledges the colonial history of this land we dwell upon—the unceded territory of the Ramaytush (rah-my-toosh) Ohlone, Tamien Nation, and Muwekma (mah-WEK-mah) Ohlone, who endured a human and cultural genocide that included removal from their lands and their sacred relationship to the land. Portola Valley recognizes that we profit from the commodification of land seized from indigenous peoples and now bear the ecological consequences. We seek to understand the impact of these legacies on all beings and to find ways to make repair.



TOWN OF PORTOLA VALLEY

STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Howard Young, Interim Town Manager
Cindy Rodas, Finance Director *Hy* ✓

DATE: April 26, 2023

RE: Adoption of a Resolution Approving a Revised Fee Schedule for the Town of Portola Valley's Administrative, Building, Public Works/Engineering and Planning Departments

RECOMMENDATION

Staff recommends that the Town Council hold a public hearing to review proposed fee changes and adopt a resolution revising the Town's Master Fee Schedule to adjust all fees for Consumer Price Index (CPI) increases.

BACKGROUND

In 2014, the Town Council authorized the annual increase of the fees included in the Master Fee Schedule to be adjusted annually on July 1 by the percentage increase or decrease in the CPI. Fees were not adjusted for CPI between 2015 and 2018. Since then, the Council has been adjusting the fees by CPI on an annual basis.

Typically, fees are increased by the CPI-U for the San Francisco-Oakland-Hayward area using the February 12 month index. For fiscal year 2022-23 the CPI calculation was adjusted to 5.2% per the U.S. Bureau of Labor and Statistics.

DISCUSSION

CPI Increase

This year, the February 12-month index is 5.3%. The CPI adjustment has been applied across all fees listed in the fee schedule with the exception of recreation classes (instructor/Town split). Additionally, the following adjustments were made:

1. The CPI increase was also applied to the Planning hourly fee bringing this rate from \$221 to \$233 per hour.
2. Increase to the Town Attorney's planning entitlements/applicant deposit hourly rate from \$325 to \$375
3. The CPI increase was applied to facility rentals including the Community Hall/Kitchen, Activity Rooms, and fields as maintenance costs of these facilities continue to increase.

Revised Fee Schedule

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4. Additional language was included at the end of each department fee section for clarity as it relates to Supplemental Services, Deposit Accounts, and Calculating Hourly Rates for Staff, and Planning Entitlements.

Staff believes that this year's increase is reasonable and appropriate and will ensure that the Town's fees accommodate inflationary impacts.

The fee schedule will be implemented July 1, 2023.

Additional Fees for Review

Staff is performing in-house nexus studies for two additional fees:

- General Plan Maintenance Fee
- Technology Fee

Both fees will be based on a percentage of the total cost of the project.

One final fee under development is a construction impact fee that would support additional code enforcement at construction sites, road repair on streets affected by construction, and garbage collection along the Town's right of way.

These fees have been previewed by the Town Council and are expected to be incorporated in the future final budget for FY 2023-24.

FISCAL IMPACT

By approving the attached resolution to revise the Fee Schedule, the Town will recover appropriate funds for the services they provide. Fees will be increased by 5.3%, with a modest fund recovery for all departments.

ATTACHMENTS

1. Resolution
2. Exhibit A – Revised Fee Schedule

RESOLUTION NO. -2023

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PORTOLA VALLEY APPROVING A REVISED FEE SCHEDULE
FOR ITS ADMINISTRATIVE, BUILDING, PUBLIC
WORKS/ENGINEERING
AND PLANNING DEPARTMENTS**

WHEREAS, Municipal Code Section 18.34.040 [Fees for applications-Collection] of Chapter 18.34 [Administration] of Title 18 [Zoning] authorizes the Town Council to establish, by resolution, the amounts of fees for applications and permits under the Zoning Ordinance and may, from time to time modify the resolution; and

WHEREAS, Resolution 2619-2014 was adopted on May 14, 2014 and provided for a revision on an annual basis to the master fee schedule based on the increase in the Consumer Price Index; and

WHEREAS, Resolution 2619-2014 provides the fees and charges set forth in Exhibit A shall be adjusted annually on July 1st of every year by the percentage increase or decrease in the Consumer Price Index - All Items Index (San Francisco-Oakland-Hayward). The calculation will be based upon the index from February of the prior year to the index for February of the current year; and

WHEREAS, the proposed fees are not a tax pursuant to State of California Proposition 26; and

WHEREAS, on April 14, 2023, the Town Clerk published notices in a newspaper of local distribution concerning the Town Council's intention to hold a public hearing to consider adoption of a new fee schedule and all documentation supporting the proposed fee schedule was made available to the public, beginning on April 16, 2023.

NOW, THEREFORE, the Town Council of the Town of Portola Valley does RESOLVE as follows:

Section 1. The fees set forth in the attached fee schedule (Exhibit A) are hereby established pursuant to the Town of Portola Valley Municipal Code and shall become part of the Master Fee Schedule. These fees shall be paid to or collected by the Town for each of the applications, permits, extensions, renewals, services or other matters enumerated therein. No application shall be deemed filed or complete until all required fees have been paid in full to the Town.

Section 2. Upon the effective date of this resolution, Resolution 2902-2022 is hereby replaced, it being the intent of the Town Council that the fee schedule adopted by this resolution shall supersede all prior schedules pertaining to the same subject matter.

Section 3. Annual Adjustment. The CPI adjustment calculation this year was based upon the index from February of the prior year to the index for February of the current year, as the February Consumer Price Index was used for the CPI adjustment in April 2022.

Section 4. The fees adopted by this resolution shall become effective on July 1, 2023.

PASSED AND ADOPTED this 26th day of April, 2023.

By: _____
Jeff Aalfs, Mayor

ATTEST:

Corie Stocker, Town Clerk

TOWN OF PORTOLA VALLEY

Proposed Update to Fee Schedule



**For Town Council Review
April 26, 2023**

**Town of Portola Valley
Master Fee Schedule**

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Administrative Fees & Permits

Activity	Current Fee	Proposed Fee
Banner/Sign Fee	\$32	\$34
Business License		
a) Fixed place of business within Portola Valley	\$127	\$134
i) Employee Fee 30+ hours week	\$25	\$27 each/per year
ii) Employee Fee 15-30 hours week	\$13	\$13
b) Not Fixed place of business		
i) General Contractor (3 or more subcontractors)	\$508	\$535
ii) General Contractor (less than 3 subcontractors)	\$127	\$134
iii) Subcontractor	\$127	\$134
iv) General License/Home Occupation	\$127	\$134
	\$32	\$34
Classes		
a) Town registration fees	20%	20% of fees received
b) Insurance (if supplied by the Town)		
i) Non-Sports Instruction	Current carrier rate	Current carrier rate
ii) Sports Instruction	Current carrier rate	Current carrier rate
Copying Fees		
a) Compact Disc (CD)/Flash Drive Copying	\$13	\$14 per CD
b) Paper Documents	\$0.32	\$0.34 per copy
Electric Vehicle Charging Station		
a) First hour	Free	Free
b) Each additional hour (at cost, not to exceed)	\$13	\$14 per hour

Facility Rental Fees/Deposits

a) Community Hall

i) Resident Only Fee	\$2,576	\$2,712	per day
ii) Deposit	\$1,000	\$1,000	

b) Community Hall – Memorial Service

i) Current/Past Resident Only	\$1,056	\$1,356	per day
ii) Deposit	\$500	\$500	

c) Community Hall – Local Non-profit

within Town limits

i) No Fundraiser	No charge	No charge	
ii) No Fundraiser – Deposit	\$1,000	\$1,000	
iii) Fundraiser	\$948	\$998	
iv) Fundraiser – Deposit	\$1,000	\$1,000	

d) Alder or Buckeye Room minimum rental

= 2 hours meetings; 4 hours parties

i) Resident Fee	\$103	\$108	per hour
ii) Deposit	\$250	\$250	

e) Kitchen (must rent with room)

i) Rented with Community Hall	No charge	No charge	
ii) Rented with Alder or Buckeye Room -- Resident	\$103	\$108	per event
iii) Deposit	\$100	\$100	

f) Redwood Grove (Weddings only)

i) Resident Fee	\$160	\$168	per event
ii) Deposit	\$100	\$100	

g) Staff Time/Consultation for Rentals

i) First hour	Free	Free	
ii) Each additional hour (fully burdened staff hourly rate)	\$60	\$63	per hour

Horse Permit

a) New	\$63	\$66	per horse/year
b) Renewal – Residential	\$19	\$20	per horse/year
c) Renewal – Commercial	\$25	\$26	per horse/year
d) Inspection	Per hour as billed	Per hour as billed	

Sport User Fees

a) Town Fields

i) Town Sponsored; Schools (Town Council; Town Committees; PV School District; Woodside Priory)	\$0	\$0	no fees/no deposit
ii) Local Organized Youth Leagues (Alpine/West Menlo Little League; AYSO; Kidz Love Soccer)	\$41	\$43	per person/season
iii) Local Organized Youth Clubs (Alpine Strikers; CYSO)	\$62	\$65	per person/season
iv) Local Organized Adult Leagues (PV Adult Soccer League; PV Softball)	\$62	\$65	per person/season
v) Local Organized Adult Clubs (PV Soccer Club)	\$93	\$98	per person/season
vi) Deposit for ii. through v. above	\$500	\$500	

b) Private Parties, Picnics, Pick-up Games

i) Local Informal Groups	\$3	\$3	per person/use
ii) Deposit - 50 or fewer	\$100	\$100	
iii) Deposit - greater than 50	\$500	\$500	

c) Commercial Use (clinics and classes)

i) Deposit	15%	15%	of gross revenue
	\$500	\$500	

Special Events Permit

a) Litter Deposit	\$121	\$127
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Credit Card Fees

Fees paid by credit card or other payment platform may be subject to third party transaction or other fees.

The Town is adding options that allow users to make payments by credit card and other convenient payment platforms. People who elect to use these types of payment options will be responsible for paying any transaction fees or similar expenses incurred by the Town in connection with such payment.

Planning Fees & Permits

Activity	Current Deposit	Proposed Deposit	Current Fee	Proposed Fee
Pre-Application Meeting	\$1,000	\$1,000	\$768	\$809
Architectural Review				
a) New Residence	\$6,000	\$6,000	\$1,479	\$1,557
b) Guest House/Addition	\$5,000	\$5,000	\$876	\$922
c) Amendment	\$3,500	\$3,500	\$444	\$468
Site Development Permit				
a) 51-100 Cubic Yards	\$3,000	\$3,000	\$1,390	\$1,464
b) 101-1,000 Cubic Yards	\$4,000	\$4,000	\$2,964	\$3,121
c) Greater than 1,000 Cubic Yards	\$5,000	\$5,000	\$3,758	\$3,957
Conditional Use Permit				
a) Standard (New or Major Amendment)	\$9,000	\$9,000	\$5,269	\$5,548
b) Planned Unit Development	\$6,000	\$6,000	\$7,909	\$8,328
c) Amendment (Minor)	\$6,000	\$6,000	\$2,641	\$2,781
d) Cannabis	\$6,000	\$6,000	\$872	\$918
Variance	\$8,000	\$8,000	\$3,117	\$3,282
Lot Line Adjustment	\$8,000	\$8,000	\$2,133	\$2,246
Geology Review				
a) Building Permit	none	none	\$330	\$347
b) Map Modification	\$3,500	\$3,500	\$1,320	\$1,390
c) Deviation	\$6,000	\$6,000	\$1,155	\$1,216
Subdivision Preliminary Map	\$6,000	\$6,000	\$4,050	\$4,265
Subdivision - Tentative Map	\$8,000	\$8,000	\$6,176	\$6,503
Subdivision - Final Map	\$3,500	\$3,500	\$1,765	\$1,859
Map Time Extension	\$1,000	\$1,000	\$495	\$521

Tentative Map Amendment	\$3,500	\$3,500	\$990	\$1,042
Final Map Revision	\$6,000	\$6,000	\$990	\$1,042
Certificate of Compliance	\$4,000	\$4,000	\$2,050	\$2,159
Environmental - Initial Assessment	\$10,000	\$10,000	\$444	\$468
Environmental - Negative Declaration	\$25,000	\$25,000	\$1,320	\$1,390
General Plan Amendment	\$10,000	\$10,000	\$4,393	\$4,626
Zoning Ordinance Amendment	\$10,000	\$10,000	\$2,196	\$2,312
Fence Permit				
a) Horse Fence	\$1,200	\$1,200	\$140	\$147
b) All Other Fences	\$1,200	\$1,200	\$298	\$314
Tree Removal Permit	none	none	\$89	\$94
Residential Data Report	none	none	\$140	\$147
Allowed Floor Area Calculation	none	none	\$140	\$147
Temporary Occupancy Permit	\$10,000	\$10,000	\$1,638	\$1,725
Appeal	\$7,500	\$7,500	\$6,824	\$7,186
Photovoltaic System	none	none	\$63	\$66
Temporary Gas or Electrical	\$500	\$500		
Additional Plan Review or Revision			Per hour as billed	Per hour as billed
Planning Fee	none	none	\$149	\$157
Zoning Permit/Fee				
a) Permit	\$1,200	\$1,200	\$400	\$421

Supplemental Services

For services on the Fee Schedule involving a deposit account or requested of Town Staff for which no fee is listed in this Master Fee Schedule, or for projects of size and complexity not typically encountered by the Town, fees shall consist of the hourly rate for staff time (as described below), Town Attorney shall be charged at an hourly rate of \$375, as updated from time to time, and consultant work shall be charged at the hourly rate contracted by the Town.

Planning Entitlements

In addition to the fixed administrative fees, planners' time and Town attorney's time spent on processing, planning entitlements shall be billed at an hourly rate of ~~\$221~~ \$233 and ~~\$325~~ \$375, respectively, and withdrawn from a deposit account held by the Town. In addition, consultants' time shall also be billed at the rate contracted by the Town and withdrawn from the deposit account. In connection with a planning application, Applicant shall post an initial deposit amount as listed in this municipal fee schedule or as determined by the Town Manager or designee.

Deposit Accounts

For services not listed on the Fee Schedule or for projects of size and complexity not typically encountered by the Town, the Town Manager or designee shall determine the appropriate deposit amount. The Town will withdraw expenses from the deposit account until it is depleted. When the account is depleted Applicant shall replenish the account in an amount reasonably determined by the Town. Planning project applications shall be subject to Cost Recovery Reimbursement agreement in a form approved by the Town Attorney.

Calculating Hourly Rates for Staff

Hourly rates for Town Staff shall be calculated based on the employee's fully burdened cost which includes salary and all benefit costs; except the planning hourly rate shall be ~~\$221~~ \$233 and the Town Attorney's hourly rate shall be ~~\$325~~ \$375.

Building Fees & Permits

Activity	Deposit	Current Fee	Proposed Fee
Construction & Demolition Recycling			
a) Demo Debris	\$50/estimated ton of construction and/or demolition debris	\$235	\$247
b) Construction Debris	and one-half percent of total project valuation for new construction projects, but not less than \$1,000	\$235	\$247
c) Demo & Construction Debris		\$470	\$495
Commercial			
Commercial without Interior Improvements			
a) Less than 1,000 square feet			
i) Plan Check	Deposit based on valuation	Per hour as billed	Per hour as billed
ii) Inspection	Deposit based on valuation	Per hour as billed	Per hour as billed
b) Greater than 1,000 square feet			
i) Plan Check	Deposit based on valuation	Per hour as billed	Per hour as billed
ii) Inspection	Deposit based on valuation	Per hour as billed	Per hour as billed
Commercial with Interior Improvements			
a) Less than 1,000 square feet			
i) Plan Check	Deposit based on valuation	Per hour as billed	Per hour as billed
ii) Inspection	Deposit based on valuation	Per hour as billed	Per hour as billed
b) Greater than 1,000 square feet			
i) Plan Check	Deposit based on valuation	Per hour as billed	Per hour as billed
ii) Inspection	Deposit based on valuation	Per hour as billed	Per hour as billed

Commercial Tenant Improvements

a) Less than 1,000 square feet

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check	none	\$1,117	\$1,176
ii) Inspection			

b) Greater than 1,000 square feet

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check	none	\$1,917	\$2,019
ii) Inspection			

NOTE: An initial deposit would be assessed based on valuation. If the deposit is insufficient to fully cover cost of services, an additional amount would be collected.

Commercial Repair

a) Less than 1,000 square feet

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check	none	\$635	\$669
ii) Inspection			

b) Greater than 1,000 square feet

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check	none	\$1,282	\$1,350
ii) Inspection			

Commercial Barn/Stable

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check	none	\$1,282	\$1,350
ii) Inspection			

Residential

Custom Residence Without Basement

a) 5,000 square Feet or Less

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check	none	\$3,999	\$4,211
ii) Inspection			

b) Greater than 5,000 Square Feet

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check	none	\$4,793	
ii) Inspection			\$5,047

Custom Residence With Basement

a) 5,000 square Feet or Less

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check	none	\$5,592	
ii) Inspection			\$5,888

b) Greater than 5,000 Square Feet

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check	none	\$5,592	
ii) Inspection			\$5,888

Addition

a) 500 Square Feet or Less

i) Plan Check	none	\$482	\$508
ii) Inspection	none	\$1,600	\$1,685

b) 501-1,000 Square Feet

i) Plan Check	none	\$952	\$1,002
ii) Inspection	none	\$2,234	\$2,352

c) Greater than 1,000 Square Feet

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check	none	\$2,882	
ii) Inspection			\$3,035

Accessory Dwelling Unit (ADU)

i) Plan Check	none	\$1,282	\$1,350
ii) Inspection	none	\$2,234	\$2,352

b) Accessory Building (e.g. Cabana)

i) Plan Check	none	\$952	\$1,002
ii) Inspection	none	\$1,282	\$1,350

Detached Unit (Other)

a) Garage/Workshop - 1,000 Square Feet or Less

i) Plan Check	none	\$952	\$1,002
ii) Inspection	none	\$1,117	\$1,176

b) Carport

i) Plan Check	none	\$635	\$669
ii) Inspection	none	\$800	\$842

Detached Unit (Other) -- Cont.

c) Barn/Stable

i) Plan Check	none	\$952	\$1,002
ii) Inspection	none	\$800	\$842

Bathroom Remodel

a) Bathroom with Structural

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check			
ii) Inspection		\$1,282	\$1,350

b) Bathroom without Structural

i) Plan Check	none	\$165	\$174
ii) Inspection	none	\$952	\$1,002

Kitchen Remodel

a) Kitchen with Structural

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check			
ii) Inspection		\$1,282	\$1,350

b) Kitchen without Structural

i) Plan Check	none	\$165	\$174
ii) Inspection	none	\$952	\$1,002

Minor Repair (e.g. Deck)

a) Without Plan Check

i) Inspection	none	\$317	\$334
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b) With Plan Check

i) Plan Check	none	\$165	\$174
ii) Inspection	none	\$482	\$508

Remodel with Structural

a) 0-500 Square Feet

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check	none	\$1,282	\$1,350
ii) Inspection			

b) 501-1,000 Square Feet

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check	none	\$1,521	\$3,201
ii) Inspection			

c) 1001-1,500 Square Feet

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check	none	\$1,917	\$2,019
ii) Inspection			

d) 1,501-2,000 Square Feet

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check	none	\$2,552	\$2,687
ii) Inspection			

e) 2,001 - 3,000 Square Feet

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check	none	\$2,882	\$3,035
ii) Inspection			

f) 3,001-4,000 Square Feet

	Deposit based on valuation	Per hour as billed	Per hour as billed
i) Plan Check	none	\$3,199	\$3,369
ii) Inspection			

Remodel without Structural

a) 0-500 Square Feet

i) Plan Check	none	\$317	\$334
ii) Inspection	none	\$952	\$1,002

b) 501-1,000 Square Feet				
i) Plan Check	none	\$635	\$669	
ii) Inspection	none	\$1,282	\$1,350	
c) 1001-1,500 Square Feet				
i) Plan Check	none	\$952	\$1,002	
ii) Inspection	none	\$1,600	\$1,685	
d) 1,501-2,000 Square Feet				
i) Plan Check	none	\$1,117	\$1,176	
ii) Inspection	none	\$1,917	\$2,019	
e) 2,001-3,000 Square Feet				
i) Plan Check	none	\$1,282	\$1,350	
ii) Inspection	none	\$2,234	\$2,352	
f) 3,001-4,000 Square Feet				
i) Plan Check	none	\$1,435	\$1,511	
ii) Inspection	none	\$2,552	\$2,687	

Mobile Home Installation

a) With Foundation				
i) Plan Check	none	\$482	\$508	
ii) Inspection	none	\$482	\$508	
b) Without Foundation				
i) Plan Check	none	\$165	\$174	
ii) Inspection	none	\$317	\$334	

Foundation Repair

a) 35 Linear Feet or Less				
i) Plan Check	none	\$317	\$334	
ii) Inspection	none	\$482	\$508	
b) Greater Than 35 Linear Feet				
i) Plan Check	none	\$635	\$669	
ii) Inspection	none	\$800	\$842	

Stucco/Siding

a) 500 Square Feet or Less

i) Plan Check	none	\$165	\$174
ii) Inspection	none	\$317	\$334

b) 501-1,000 Square Feet

i) Plan Check	none	\$165	\$174
ii) Inspection	none	\$482	\$508

c) Greater than 1,000 Square Feet

i) Plan Check	none	\$317	\$334
ii) Inspection	none	\$635	\$669

Re-Roofing

a) 1,000 Square Feet or Less

i) Plan Check	none	\$114	\$120
ii) Inspection	none	\$482	\$508

b) 1,001-3,000 Square Feet

i) Plan Check	none	\$114	\$120
ii) Inspection	none	\$482	\$508

Re-Roofing (cont.)

c) Greater than 3,000 Square Feet

i) Plan Check	none	\$114	\$120
ii) Inspection	none	\$800	\$842

Doors and Windows

a) Five or Less

i) Plan Check	none	\$165	\$174
ii) Inspection	none	\$317	\$334

b) More than Five

i) Plan Check	none	\$165	\$174
ii) Inspection	none	\$482	\$508

Swimming Pool (In Ground)

i) Plan Check	none	\$952	\$1,002
ii) Inspection	none	\$800	\$842

Spa

a) In Ground

i) Plan Check	none	\$482	\$508
ii) Inspection	none	\$635	\$669

b) Above Ground (Prefabricated)

i) Plan Check	none	\$317	\$334
ii) Inspection	none	\$349	\$367

Demolition

i) Plan Check	none	\$57	\$60
ii) Inspection	none	\$317	\$334

Retaining Wall

a) Four Feet High or Less

i) Plan Check	none	\$114	\$120
ii) Inspection	none	\$482	\$508

b) Greater than Four Feet High

i) Plan Check	none	\$235	\$247
ii) Inspection	none	\$800	\$842

Permit Application Fee (applies to all building permits)

a) For Initial Permit	none	\$81	\$85
b) For Each Additional Permit	none	\$37	\$39

ELECTRICAL, MECHANICAL AND PLUMBING PERMITS**(ASSOCIATED WITH NEW CONSTRUCTION PERMITS)**

Plumbing (per s.f) none \$0.57 \$0.60

Mechanical (per s.f) none \$0.51 \$0.54

Electrical (per s.f) none \$0.57 \$0.60

ELECTRICAL, MECHANICAL AND PLUMBING PERMITS**(STAND-ALONE)****Permit Application Fee (stand-alone projects)**

a) For Initial Permit	none	\$32	\$34
b) For Each Additional Permit	none	\$32	\$34

Water Heater Permit Fee	none	\$51	\$54
PER UNIT FEES -- ELECTRICAL			
Temporary Power Pole	none	\$114	\$120
Electrical Service			
a) 100-400 Amps	none	\$235	\$247
b) Greater than 400 Amps	none	\$349	\$367
Subpanel/EV Charger	none	\$57	\$60
Electrical Associated with a Pool/Spa	none	\$235	\$247
Generator	none	\$235	\$247
PER UNIT FEES -- MECHANICAL			
Furnace	none	\$57	\$60
Condensor (Evaporative Cooler)	none	\$57	\$60
Boiler	none	\$57	\$60
Exhaust Hood (Fan)			
(Commercial or Heat Recovery Ventilator)	none	\$114	\$120
PER UNIT FEES -- PLUMBING			
Water Service	none	\$114	\$120
Backflow Device	none	\$57	\$60
Water Piping	none	\$114	\$120
Sewer Line	none	\$114	\$120
Drain-Waste Vent (1-5 Fixtures)	none	\$114	\$120
Gas Piping (1-5 Outlets)	none	\$114	\$120

Earthquake Shut-off Valve	none	\$57	\$60
Pool/Spa Plumbing	none	\$235	\$247
Additional Plan Check or Inspection	none	Per hour as billed	Per hour as billed
Strong Motion Instrumentation & Seismic Hazard Mapping Fee			
a) Residential		Per State	Per State
i) Valuation over \$3,850	none	.00013 x valuation	.00013 x valuation
ii) Valuation under \$3,850	none	\$0.50	\$0.50
b) Commercial		Per State	Per State
i) Valuation over \$1,786	none	.00028 x valuation	.00028 x valuation
ii) Valuation under \$1,786	none	\$0.50	\$0.50
California Building Standards Commission Fee			
a) Every \$25,000 or fraction thereof	none	\$1 per \$25,000 valuation	\$1 per \$25,000 valuation

Supplemental Services

For services on the Fee Schedule involving a deposit account or requested of Town Staff for which no fee is listed in this Master Fee Schedule, or for projects of size and complexity not typically encountered by the Town, fees shall consist of the hourly rate for staff time (as described below), Town Attorney shall be charged at an hourly rate of \$375, as updated from time to time, and consultant work shall be charged at the hourly rate contracted by the Town.

Planning Entitlements

In addition to the fixed administrative fees, planners' time and Town attorney's time spent on processing, planning entitlements shall be billed at an hourly rate of \$221 \$233 and \$325 \$375, respectively, and withdrawn from a deposit account held by the Town. In addition, consultants' time shall also be billed at the rate contracted by the Town and withdrawn from the deposit account. In connection with a planning application, Applicant shall post an initial deposit amount as listed in this municipal fee schedule or as determined by the Town Manager or designee.

Deposit Accounts

For services not listed on the Fee Schedule or for projects of size and complexity not typically encountered by the Town, the Town Manager or designee shall determine the appropriate deposit amount. The Town will withdraw expenses from the deposit account until it is depleted. When the account is depleted Applicant shall replenish the account in an amount reasonably determined by the Town. Planning project applications shall be subject to Cost Recovery Reimbursement agreement in a form approved by the Town Attorney.

Calculating Hourly Rates for Staff

Hourly rates for Town Staff shall be calculated based on the employee's fully burdened cost which includes salary and all benefit costs; except the planning hourly rate shall be ~~\$221~~ \$233 and the Town Attorney's hourly rate shall be ~~\$325~~ \$375.

Public Works/Engineering & Permit Fees

Activity	Deposit	Current Fee	Proposed Fee
Driveway Connection to Street			
a) Application	none	\$298	\$314
b) Plan Review	none	\$0	\$0
b) Plan Review	\$95 - \$1,000 initial deposit*	\$0	\$0
c) Inspection			
Town Staff	\$500-\$1,000 initial deposit*	Per hour as billed	Per hour as billed
Contract Engineer	\$500-\$1,000 initial deposit*	Per hour as billed	Per hour as billed
Contract Inspector	\$500-\$1,000 initial deposit*	Per hour as billed	Per hour as billed
Utilities			
Regular Utility Maintenance Connect / Disconnect			
a) Application		\$298	\$314
b) Plan Review		\$0	\$0
b) Plan Review	\$500 - \$1,000 initial deposit*	\$0	\$0
c) Inspection			
Town Staff	\$500-\$1,000 initial deposit*	Per hour as billed	Per hour as billed
Contract Engineer	\$500-\$1,000 initial deposit*	Per hour as billed	Per hour as billed
Contract Inspector	\$500-\$1,000 initial deposit*	Per hour as billed	Per hour as billed
Utility Main / Capital Project			
a) Application		\$299	\$315
b) Plan Review	\$95-\$2,500 initial deposit*	Per hour as billed	Per hour as billed

c) Inspection

Town Staff	\$500-\$2,000 initial deposit*	Per hour as billed	Per hour as billed
Contract Engineer	\$500-\$2,000 initial deposit*	Per hour as billed	Per hour as billed
Contract Inspector	\$500-\$2,000 initial deposit*	Per hour as billed	Per hour as billed

Other projects including without limitation:

Right-of-way, landscaping, fences, and investigations

a) Application	none	\$294	\$310
b) Plan Review	none	\$0	\$0
b) Plan Review	\$95-\$1000 initial deposit*	\$91	\$0
c) Inspection			

Town Staff	\$95-\$1000 initial deposit*	Per hour as billed	Per hour as billed
Contract Engineer	\$95-\$1000 initial deposit*	Per hour as billed	Per hour as billed
Contract Inspector	\$95-\$1000 initial deposit*	Per hour as billed	Per hour as billed

Additional Plan Review or Inspection

Town Staff	Actual cost	Per hour as billed
Contract Engineer		Per hour as billed
Contract Inspector		Per hour as billed

Clean Up or Repair to Town Property	none	Actual cost	Actual cost
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Deposits

* Actual deposit amount will be determined by Town Staff on anticipated number of plan reviews / inspections required by staff/contract engineer/contract inspector and project timeline.

Supplemental Services

For services on the Fee Schedule involving a deposit account or requested of Town Staff for which no fee is listed in this Master Fee Schedule, or for projects of size and complexity not typically encountered by the Town, fees shall consist of the hourly rate for staff time (as described below), Town Attorney shall be charged at an hourly rate of \$375, as updated from time to time, and consultant work shall be charged at the hourly rate contracted by the Town.

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Calculating Hourly Rates for Staff

Hourly rates for Town Staff shall be calculated based on the employee's fully burdened cost which includes salary and all benefit costs; except the planning hourly rate shall be ~~\$221~~ \$233 and the Town Attorney's hourly rate shall be ~~\$325~~ \$375.



TOWN OF PORTOLA VALLEY

Regular Meeting of the Town Council

Wednesday, April 12, 2023
7:00 P.M.

Jeff Aalfs, Mayor
Sarah Wernikoff, Vice Mayor
Judith Hasko, Councilmember
Mary Hufty, Councilmember
Craig Taylor, Councilmember

MINUTES

1. CALL TO ORDER –

Present: Mayor Aalfs, and Councilmembers Hasko and Taylor.
Absent: Vice Mayor Wernikoff and Councilmember Hufty

2. ORAL COMMUNICATIONS

The following members of the public spoke during Oral Communications:

- Dale Pfau
- Mary Hufty
- Rita Comes

3. CONSENT AGENDA

No members of the public spoke regarding the Consent Agenda:

Judith Hasko, Councilmember, requested to pull Items A and B of the Consent Agenda.

Judith Hasko, Councilmember, read a number of suggested edits to the meeting minutes.

M/S Taylor/Hasko to approve Item A, as amended. **Motion carried 3-0-2 by roll call vote with Vice Mayor Wernikoff and Councilmember Hufty absent.**

Judith Hasko, Councilmember, presented questions regarding the warrant list to staff.

The following members of the public spoke regarding Item B on the Consent Agenda.

- Rita Comes

M/S Taylor/Hasko to approve Item B. **Motion carried 3-0-2 by roll call vote with Vice Mayor Wernikoff and Councilmember Hufty absent.**

4. REGULAR AGENDA

a. Interview and select Executive Search firm for Town Manager Recruitment

Corie Stocker, Assistant Town Manager, provided the report with additional information from Councilmember Hasko, and introduced Maria Hurtado to present from Peckham and McKenney.

The following members of the public spoke regarding the item:

- Nan Shostak
- Betsy Morgenthaler

Motion:

M/S Taylor/Hasko to accept the contract with Peckham and McKenney, add on the public survey engagement, and evaluate the option of a community panel.

b. Accept nomination of Gary Nielsen for the “Founders Award for Lifetime Contributions to the Town of Portola Valley”

Judith Hasko, Councilmember, presented on this topic and announced the nomination of Gary Nielsen with supporting documentation.

The following members of the public spoke regarding the item:

- Betsy Morgenthaler

Motion:

M/S Taylor/Hasko to accept the Nomination of Gary Nielsen for the “Founders Award for Lifetime Contributions to the Town of Portola Valley”

5. COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS

There were no verbal reports provided for this item.

6. TOWN MANAGER UPDATE

Howard Young, Interim Town Manager, presented the report verbally.

The following members of the public spoke regarding the item:

- Jane Wilson

7. ADJOURNMENT – The meeting adjourned at 8:47pm

Land Acknowledgement:

The Town of Portola Valley acknowledges the colonial history of this land we dwell upon—the unceded territory of the Ramaytush (rah-my-toosh) Ohlone, Tamien Nation, and Muwekma (mah-WEK-mah) Ohlone, who endured a human and cultural genocide that included removal from their lands and their sacred relationship to the land. Portola Valley recognizes that we profit from the commodification of land seized from indigenous peoples and now bear the ecological consequences. We seek to understand the impact of these legacies on all beings and to find ways to make repair.

Check Register

Check Number	Vendor Number	Vendor Name	Check Amount	Check Date	BW	Check Type
Checks for Cash Account: 910-11011-000						
3070	20	ALLIANT INSURANCE SERVICES	175.00	04/26/23		
3071	41	AT&T	332.74	04/26/23		
3072	44	BANK OF AMERICA	3,423.72	04/26/23		
3073	48	BARTLETT TREE EXPERTS	8,895.00	04/26/23		
3074	75	CALIFORNIA BLDG STANDARDS COMM	1,019.70	04/26/23		
3075	124	COMCAST	552.84	04/26/23		
3076	156	DEPARTMENT OF CONSERVATION	2,018.54	04/26/23		
3077	168	EK HEALTH	421.13	04/26/23		
3078	176	EXCEL LD	33.89	04/26/23		
3079	213	HILLYARD INC	588.27	04/26/23		
3080	214	HINDERLITTER DE LLAMAS & ASSOC	750.00	04/26/23		
3081	275	KRUPKA CONSULTING	2,750.00	04/26/23		
3082	295	LYNX TECHNOLOGIES INC	525.00	04/26/23		
3083	324	MIRANDAS LANDSCAPE	16,809.64	04/26/23		
3084	332	N.C.E.	6,826.30	04/26/23		
3085	334	NOLTE ASSOCIATES INC	12,338.62	04/26/23		
3086	337	O NELSON & SON INC.	16,936.36	04/26/23		
3087	340	OGRADY PAVING INC.	26,728.40	04/26/23		
3088	403	RON RAMIES AUTOMOTIVE INC.	1,197.00	04/26/23		
3089	437	SMALL BUSINESS BENEFIT PLAN TR	2,759.90	04/26/23		
3090	441	SPARTAN ENGINEERING	387.54	04/26/23		
3091	447	STAPLES CREDIT PLAN	819.84	04/26/23		
3092	553	COUNTY OF SAN MATEO-PSC	17,539.00	04/26/23		
3093	740	ALESSANDRO MORUZZI	360.00	04/26/23		
3094	796	JEREMY DENNIS	1,427.70	04/26/23		
3095	803	CODA TECHNOLOGY GROUP	195.00	04/26/23		
3096	860	STEPFORD	6,389.40	04/26/23		
3097	914	UNITED MECHANICAL INC	1,732.00	04/26/23		
3098	941	YEE JIUN SONG	361.55	04/26/23		
3099	947	ONCOURT OFFCOURT	1,996.96	04/26/23		
3100	949	PINPOINT TALENT, LLC	5,940.00	04/26/23		
3101	978	THOMAS COOPER	1,000.00	04/26/23		
3102	979	MMANC	165.00	04/26/23		
3103	980	ADRIENNE SMITH	3,383.52	04/26/23		
3104	981	BERNARD LACROUTE	6,500.00	04/26/23		
3105	982	DIVITA FAMILY TRUST	6,208.25	04/26/23		
3106	983	STEVE GOLDBAND	2,924.00	04/26/23		
3107	984	BPR BUILDERS	1,000.00	04/26/23		

Check Register

Check Number	Vendor Number	Vendor Name	Check Amount	Check Date	BW	Check Type
			163,411.81			
		Check totals:				
		ACH totals:				
		EFTPS totals:				
		Wire transfer totals:				
		Payment Manager totals:				
		GRAND TOTALS	163,411.81			
			163,411.81			
		Check totals:				
		ACH totals:				
		EFTPS totals:				
		Wire transfer totals:				
		Payment Manager totals:				
		GRAND TOTALS	163,411.81			

Check Date	Check Number	Specified Information	Net check Amount	Total Invoices Paid	Invoice Number
04/26/23	3070	ALLIANT INSURANCE SERVICES Qtrly Event Insurance 01/01/23 - 03/31/23	175.00	175.00	2023-Q1
Vendor: 41	3071	AT&T March Statement March Statement March Statement	332.74	52.55 227.64 52.55	000019752424 000019752425 000019752426
Vendor: 44	3072	BANK OF AMERICA February Statement	3,423.72	3,423.72	1388-FEB23
Vendor: 48	3073	BARTLETT TREE EXPERTS Storm Damage Cleanup- RWN, Fallen Tree & Remove Debris Storm Damage - Tree Removal & Debris Remove the Coast Live Oak Tree From Front of Property Storm Damage- Tree Removal	8,895.00	1,890.00 3,900.00 1,755.00 1,350.00	40830214-0 40939020-0 40830215-0 40971130-0
Vendor: 75	3074	CALIFORNIA BLDG STANDARDS COMM Building Standards Administration Fee Report	1,019.70	1,019.70	Q3/04_22- Q1_23
Vendor: 124	3075	COMCAST WIFI-04.16.2023-05.15.2023 WIFI 03.16.2023-04.15.2023	552.84	275.76 277.08	7290-APRIL23 7290-MAR23
Vendor: 156	3076	DEPARTMENT OF CONSERVATION Strong Motion Instrumentation and Seismic Hazard Mapping Fee	2,018.54	2,018.54	Q3/04_22- Q1_23
Vendor: 168	3077	EK HEALTH Ergonomic Evaluation, Thomas Geisler. Ergonomic Evaluation, Corie Stocker. Ergonomic Evaluation, CheyAnne Brown.	421.13	116.25 116.25 188.63	CM1292 CM1293 CM1321
Vendor: 176	3078	EXCEL LD March Telephone ID Service	33.89	33.89	1196260649
Vendor: 213	3079	HILLYARD INC Janitorial Supplies	588.27	588.27	605067404
Vendor: 214	3080	HINDERLITER DE LLAMAS & ASSOC Sales Tax Audit Svcs - Q3 2022	750.00	750.00	SIN026480
Vendor: 275	3081	KRUPKA CONSULTING On-Call Traffic & Transportation - January/March 2023 On-Call Traffic & Transportation - January/February 2023	2,750.00	1,400.00 1,350.00	1354 1350

Check Date	Check Number	Specified Information	Net check Amount	Total Invoices	Invoice Number
Paid					
Vendor:					
295	LYNX TECHNOLOGIES INC				
3082	March Maintenance/GIS Services/Parcel Updates		525.00	525.00	9851
Vendor:					
324	MIRANDAS LANDSCAPE				
3083	Fields Landscaping/Renovation		16,809.64	16,809.64	3034
Vendor:					
332	N.C.E.				
3084	2022/2023 Street Resurfacing Services Through 03/10/2023		6,826.30	6,826.30	424265502
Vendor:					
334	NOLTE ASSOCIATES INC				
3085	February Applicant Charges & PW Support		12,338.62	12,338.62	FEB_2023
Vendor:					
337	O. NELSON & SON INC.				
3086	Landscape Materials TC Delivery Clean out Gutter, Mud, Culverts at various locations. Clean Up Mud on Alpine Road and Golden Hills Clean up Mud & Debris on Bear Gulch Portola Valley Clean-up Mud on Upper Alpine Rd Slides		16,936.36	785.76	246
				5,330.00	247
				3,802.55	249
				3,365.95	250
				3,652.10	251
Vendor:					
340	OGRADY PAVING INC.				
3087	2022/2023 Street Resurfacing Final Payment		26,728.40	26,728.40	6632
Vendor:					
403	RON RAMIES AUTOMOTIVE INC.				
3088	March Fuel Statement		1,197.00	1,197.00	G20230331-3
Vendor:					
437	SMALL BUSINESS BENEFIT PLAN TR				
3089	May Dental/Vision		2,759.90	2,759.90	MAY-2023
Vendor:					
441	SPARTAN ENGINEERING				
3090	Town Center - Fire Alarm Panel Troubleshoot		387.54	387.54	25042
Vendor:					
447	STAPLES CREDIT PLAN				
3091	March Statement		819.84	819.84	2814-MARCH23
Vendor:					
553	COUNTY OF SAN MATEO-PSC				
3092	Public Safety Dispatch Svcs, Jan-March 2023		17,539.00	17,539.00	PVPD 23-03
Vendor:					
740	ALESSANDRO MORUZZI				
3093	Spring 2023 Classes		360.00	360.00	SPRING-2023
Vendor:					
796	JEREMY DENNIS				
3094	Reimbursement for Macbook Purchase		1,427.70	1,427.70	08052020
Vendor:					
803	CODA TECHNOLOGY GROUP				

Check Date	Check Number	Specified Information	Net check Amount	Total Invoices	Invoice Number
			Paid	Paid	
04/26/23	3095	Remote Support to Connect Chambers Zoom Webinar.	195.00	195.00	7200
Vendor:	860	STEPFORD			
	3096	April IT Support and Microsoft Office 365 Plan	6,389.40	3,948.00	2301122
		Onsite Field Services - Extra Onsite Hours		1,012.50	2306144
		Barracuda Networks - Email & Impersonation Protection.		1,166.40	2301223
		Onsite Field Services - Extra Onsite Hours		262.50	2306087
Vendor:	914	UNITED MECHANICAL INC			
	3097	Inspection- Library, Comm Hall, Town Hall, and Sheriff Ofc	1,732.00	1,732.00	76337
Vendor:	941	YEE JIUN SONG			
	3098	Deposit Refund, 1 Veronica Place	361.55	361.55	BPLR0011-2020
Vendor:	947	ONCOURT OFFCOURT			
	3099	Pickle Ball Court Nets	1,996.96	1,996.96	194417
Vendor:	949	PINPOINT TALENT, LLC			
	3100	Temp Service, H. Singh 3/20/23 - 3/26/23	5,940.00	1,980.00	5795
		Temp Service, H. Singh 3/27/23 - 4/02/23		1,980.00	5813
		Temp Service, H. Singh 4/03/23 - 4/09/23		1,980.00	5834
Vendor:	978	THOMAS COOPER			
	3101	Deposit Refund for Facility. Community Hall/Kitchen.	1,000.00	1,000.00	PRCH-23-2
Vendor:	979	MMANC			
	3102	Women's Leadership Summit - C.Rodas	165.00	165.00	7680
Vendor:	980	ADRIENNE SMITH			
	3103	Reimbursement- Notice of Determination filing with San Mateo	3,383.52	2,814.00	FRRS-23-11
		Reimbursement - Urban Land Institute Member Dues		541.00	FRRS-23-12
		Reimbursement - Women's Dev Collab Forum Event		28.52	FRRS-23-13
Vendor:	981	BERNARD LACROUTE			
	3104	Deposit Refund, 300 Alamos	6,500.00	5,000.00	BLDM0007-2022
		Deposit Refund, 300 Alamos Drive		1,500.00	BLDM0007-2022-2
Vendor:	982	DIVITA FAMILY TRUST			
	3105	Deposit Refund, 117 Pinon Drive	6,208.25	6,208.25	PLN_ARCH0020-20
Vendor:	983	STEVE GOLDBAND			
	3106	Deposit Refund, 187 Bolivar	2,924.00	2,924.00	14890
Vendor:	984	BPR BUILDERS			

Check Date	Check Number	Specified Information	Net check Amount	Total Invoices Paid	Invoice Number
Date	Number				
04/26/23	3107	Deposit Refund, 11 Valley Oak	1,000.00	1,000.00	BLDR0111-2021
Check Date Totals			163,411.81		
Grand Total			163,411.81		

TOWN OF PORTOLA VALLEY
Warrant Disbursement Journal
April 26, 2023

Claims totaling \$163,411.81 having been duly examined by me and found to be correct are hereby approved and verified by me as due bills against the Town of Portola Valley.

Date _____
Interim Town Manager

Motion having been duly made and seconded, the above claims are hereby approved and allowed for payment.

Signed and sealed this (Date) _____

Acting Town Clerk _____ Mayor _____



TOWN OF PORTOLA VALLEY

STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Howard Young, Public Works Director *HY*

DATE: April 26, 2023

RE: Annual Street Resurfacing Project FY 2023/2024– Westridge Drive Rehabilitation Project #2023-PW01

RECOMMENDATION

Staff recommends that the Town Council:

1. Adopt the attached resolution approving plans and specifications for the fiscal year 2023/2024 Street Resurfacing project known as the Westridge Drive Rehabilitation project and calling for sealed bids for this project.
2. Authorize the Town Manager to award the project to the lowest responsible bidder with a total contract and change order amount not to exceed \$926,640. This would include authorization to add to (or subtract from) the project, additional work and as recommended by the Public Works Director if the allocated amount allows, in an effort to maximize paved areas and utilize the entire allocated amount.
3. Authorize the Town Manager to enter into and execute contracts related to construction management, inspection, testing, and support services related to the project within the amounts contained in the applicable fiscal year Town budget not to exceed \$138,996.

BACKGROUND

Regular and strategic maintenance of the Town's roads is a cost-effective way to provide greater safety and usability for road users and extend the life of the roadway system. Each year the Town completes a road maintenance project that incorporates treatments as appropriate.

DISCUSSION

The preparation of construction documents for this year's street resurfacing program is

completed. This project will include extensive repair and asphalt overlay to the roadway on: Westridge Drive from approximately Cervantes Road (East) to Alpine Road (Attachment 1: Project location map).

The street sections selected for treatment this year were based on the Town's Pavement Management System and field surveys conducted in 2021/2022. A copy of the Plans and Specifications are available for review at Town Hall in the office of the Public Works Director.

The following is our anticipated project schedule for this project weather dependent:

Town publicly advertises for the project:	Week of April 26, 2023
Bid Opening:	Week of May 22, 2023
Town Manager awards contract:	July 2023
Construction window begins:	July/August 2023
Construction window completed:	October 2023

This schedule, and the project, are contingent on market developments, and may need to be modified based on new information, market conditions, and fiscal considerations. In addition, due to the current economic and supply shortage environment, oil pricing is fluctuating and may reflect in higher contractor bids.

OBAG 2 Funding

The San Mateo County City/County Association of Governments (C/CAG) adopted the County's One Bay Area Grant 2 (OBAG 2) program directing funds towards the preservation of local roads eligible for federal aid funding in San Mateo County. Streets eligible for federal aid are generally collector and arterial roads and do not include residential streets. Staff submitted an application for OBAG 2 funding and has been allocated \$201,000 from the program on a per capita basis and has received approval for the funds to be used for this project (Federal Aid Project #STPL5390(006)). OBAG funded projects are required to conform to Federal-aid project requirements, requiring more staff time because they require more administrative procedures. The process and approvals are handed through the California Department of Transportation (CalTrans). The process involves document submittals and approvals for each phase of the project from beginning to end which the Town must comply with. The Town received from CalTrans approval to advertise for public bids. Caltrans procedures requires the Town to be under contract with a contractor by July 20, 2023.

FISCAL IMPACT

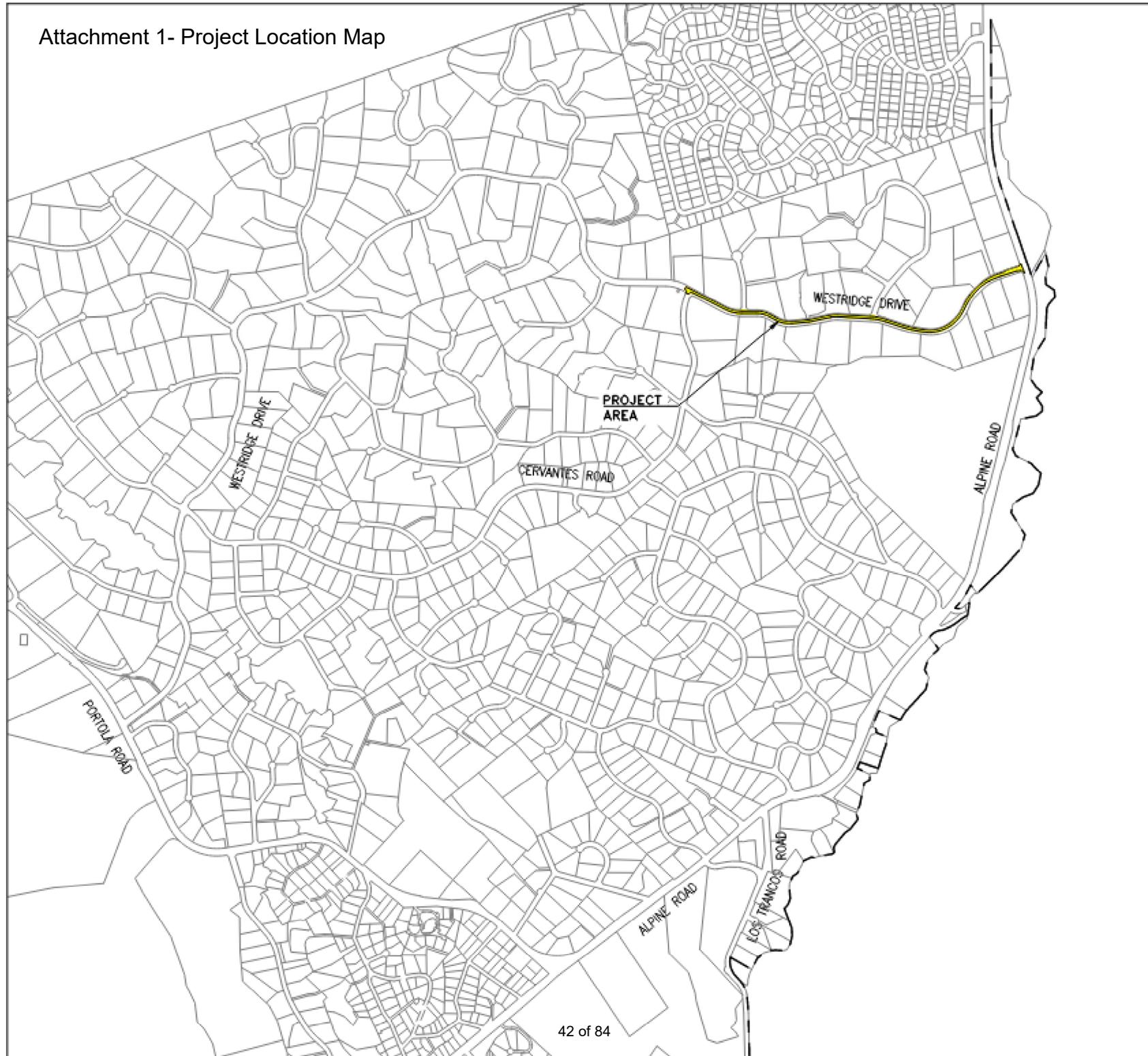
The estimated cost of the base bid of this street resurfacing project is \$926,640 including a 10% construction contingency. This amount will be funded by the OBAG grant of \$201,000, and a variety of sources including SB1, Measure M, A, W, and required General Fund (Attachment 2-Estimated funding sources and costs). In addition, it is expected that additional construction management services and those services will be added through separate contracts. Those services are estimated to be approximately

\$138,996 and will be funded through the same sources above. Estimated total cost including construction, construction management, inspection, and testing is \$1,065,636. The total General Fund reserve contribution is expected to be \$94,077 including Maintenance of Effort requirements (Attachment 2: Estimated Funding Sources and Costs), which will draw down on the \$1,491,000 unassigned general fund reserve (as projected in the 2022/2023 budget). Staff will include the appropriate amounts and estimates in the proposed fiscal year 2023/2024 budget. If the lowest bid exceeds the estimated base bid amount, staff will return to the Council for direction.

ATTACHMENT

1. Project location map
2. Estimated funding sources and costs
3. Resolution

Attachment 1- Project Location Map



	Funding source	Estimated funding source amount
1	Measure M - County vehicle registration for streets (reimbursement)	\$ 298,000
2	RMRA/SB1- State Road Repair Funding	\$ 109,733
3	Measure A - County sales tax for transportation	\$ 298,935
4	Measure W- County sales tax for congestion relief	\$ 63,891
5	General Fund- Required Maintenance of Effort (MOE)	\$ 30,902
6	OBAG 2 - Federal Grant Funds	\$ 201,000
7	Total estimated funding source amount:	\$ 1,002,461

	Funding compared to project costs:	
8	<i>Estimated project Construction cost with 10% contingency:</i>	\$ 926,640
9	<i>Estimated construction management, inspection, testing cost:</i>	\$ 138,996
10	Total estimated cost:	\$ 1,065,636
11	<i>Estimated difference of funding and costs (line7-line10):</i>	\$ (63,175)
12	Estimated contribution from general fund or reserves including MOE (line 5):	\$ 94,077

RESOLUTION NO. 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PORTOLA VALLEY
APPROVING PLANS AND SPECIFICATIONS AND
CALLING FOR BIDS FOR THE
WESTRIDGE DRIVE REHABILITATION Project No. 2023-PW01

The Town Council of the Town of Portola Valley does RESOLVE as follows:

Section 1. The Town Council hereby approves and adopts plans and specifications for the work in the Town of Portola Valley for the 2023/2024 Street Resurfacing Project known as the Westridge Drive Rehabilitation Project No. 2023-PW01.

Section 2. Due to public interest and convenience, the Town Council hereby orders that the work and improvements, as set forth and described in said plans and specifications, be advertised for bid and performed subject to an acceptable bid. The Town Council further orders that all of the work and improvements will be done under the direction of and to the satisfaction of the Public Works Director; and all of the work shall be done in accordance with the plans and specifications.

Section 4. The Town Clerk of the Town is hereby directed to post by two (2) successive postings in the three (3) public places that have been designated by ordinance as the places for posting public notices, there being no newspaper published in the Town, and not less than five (5) days apart, a notice inviting sealed proposals or bids for the construction of the work and improvements and referring to the plans and specifications on file in the Office of the Town Clerk, the first of which postings shall be at least ten (10) days prior to the time fixed for opening bids.

Section 5. All proposals or bids shall be accompanied by a certified check payable to the order of the Town, or cash, amounting to ten percent (10%) of the bid, or by a bond in said amount and payable to the Town, signed by a corporate surety or by the bidder and two sureties who shall justify before any officer competent to administer an oath, in double said amount and over and above all statutory exemptions. The check shall be forfeited, or the bond shall become payable to the Town, if the bidder does not, after the contract has been awarded, and within the time specified in the plans and specifications, enter into a contract with the Town, in the form set forth in the specifications. The faithful performance of the contract shall be assured by an undertaking in the amount of one hundred percent (100%) of the amount so bid, with sureties satisfactory to the Town, and which shall be accompanied by a payment bond (labor and materials) in a sum not less than one hundred percent (100%) of the amount of the bid.

Section 6. The sealed proposals or bids shall be delivered to the Public Works Director of the Town as stated on the Notice Inviting Bids, or other later date as directed by the Public Works Director, at the Office of the Town Clerk in the Town Hall, 765 Portola Road, in the Town, said time being not less than ten (10) days from the time of the first publication of said notice. Bids will be publicly opened, examined, and the Town Manager will take action awarding the contract or rejecting all bids not later than ninety (90) days after the expiration of the time prescribed for the receipt of bids; provided the award may be made after the expiration of the specified times, if the bidder shall not have given to the Town notice in writing of the withdrawal of such bid or proposal. The Public Works Director is authorized to add or subtract work to comply with budget requirements.

Section 7. The Town Council of the Town hereby reserves the right to reject any and all bids.

Section 8. The Town Manager is authorized to enter into and execute contracts related to construction management, inspection, testing, and support services related to the project within the amounts contained in the applicable fiscal year Town budget not to exceed \$138,996.00.

PASSED AND ADOPTED this 26th day of April 2023.

Mayor

ATTEST:

Town Clerk



TOWN OF PORTOLA VALLEY

STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Cindy Rodas, Finance Director
Howard Young, Interim Town Manager 

DATE: April 26, 2023

RE: FY 2023-24 Annual Salary Schedule Update

RECOMMENDATION

Staff recommends adoption of the attached Resolution authorizing the annual Salary Schedule update in the Town's Compensation Plan.

BACKGROUND

It has been the policy of the Town to maintain competitive salary rates for current and future positions to retain existing employees and to offer a competitive salary for current and future vacancies. These adjustments are based on the Annual Consumer Price Index (CPI) for the Bay Area market, and a comparison of similar positions in similar jurisdictions. In addition, as authorized positions are added or deleted, their salary ranges must also be approved by the Town Council.

DISCUSSION

Staff recommends adoption of a Resolution which authorizes an increase to all salary ranges by 5.3%, which is the annual CPI for the San Francisco Bay Area (February to February). Merit increases are handled separately, based on performance. The Town Manager's salary is determined by the Town Council and is not impacted by this adjustment.

FISCAL IMPACT

There is no immediate fiscal impact with the adoption of this resolution. Salaries are granted either by the Town Manager or the Council (depending on the employee), and

cost of living adjustments (COLAs) are typically recommended as part of the annual budget process.

ATTACHMENTS

1. Proposed FY 2023-24 Salary Schedule in the Compensation Plan
2. Resolution to Modify the Salary Schedule

Town of Portola Valley
Salary Schedule

FY 2023-24 Proposed Salary Schedule:

	Annual Range			Hourly Range		
	Bottom	Top		Bottom		Top
Administration						
Town Manager	set by contract			<i>salary</i>		
Town Clerk	\$113,224	\$148,044		<i>salary</i>		
Assistant Town Manager	\$166,163	\$199,396		<i>salary</i>		
Assistant to the Town Manager	\$127,392	\$166,163		<i>salary</i>		
Administrative Management Analyst	\$97,974	\$121,982		\$47.10		\$58.64
Administrative Assistant	\$72,996	\$88,475		\$35.09		\$42.54

Finance

Finance Director	\$122,643	\$174,892		<i>salary</i>		
Finance Analyst	\$77,036	\$104,397		\$37.04		\$50.19
Finance Technician	\$54,756	\$95,696		\$26.33		\$46.01

Planning & Building

Planning and Building Director/Town Planner	\$194,883	\$243,637		<i>salary</i>		
Deputy Building Official	\$114,452	\$169,797		\$55.02		\$81.63
Senior Planner	\$115,643	\$162,949		\$55.60		\$78.34
Associate Planner	\$97,502	\$133,122		\$46.88		\$64.00
Assistant Planner	\$89,520	\$120,829		\$43.04		\$58.09
Senior Development Review Technician	\$83,082	\$105,237		39.94		50.59
Development Review Technician II	\$78,752	\$94,365		\$37.86		\$45.37
Development Review Technician I	\$53,801	\$82,528		\$25.87		\$39.68

Public Works / Facilities Maintenance

Public Works Director/Town Engineer	\$194,883	\$243,637		<i>salary</i>		
Recreational Facilities Coordinator	\$83,391	\$104,387		\$40.09		\$50.19
Maintenance Worker III	\$91,155	\$127,832		\$43.82		\$61.46
Maintenance Worker II	\$73,317	\$93,858		\$35.25		\$45.12
Maintenance Worker I	\$66,120	\$84,637		\$31.79		\$40.69

Notes:

1. All hourly positions are based on a 40.0 hour work week (2,080 hours per year) unless noted otherwise.
2. Not all classifications detailed above are authorized to be filled, please refer to the Town's budget for authorizations.

RESOLUTION NO. ____

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA
VALLEY MODIFYING THE SALARY SCHEDULE FOR FISCAL YEAR 2023-24**

WHEREAS, the Town Manager has recommended salaries for all classifications be adjusted for the 2023-24 Fiscal Year; and

WHEREAS, on April 26 at a regular meeting, the Town Council of the Town of Portola Valley considered the recommended amendments to the low and high salary ranges for the majority of job classifications based on a market analysis of similar positions in neighboring municipalities; and

WHEREAS, the Town Council considered including as part of amendments to the salary ranges a 5.3% CPI adjustment.

NOW, THEREFORE, the Town Council of the Town of Portola Valley does RESOLVE that public interest and convenience require changes to the salary schedule and that the salary schedule attached as Exhibit A is adopted by the Town effective July 1, 2023.

PASSED AND ADOPTED this 26th day of April 2023

By: _____
Jeff Aalfs, Mayor

ATTEST:

Corie Stocker, Assistant Town
Manager/Acting Town Clerk



TOWN OF PORTOLA VALLEY

STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Howard Young, Interim Town Manager
Corie Stocker, Assistant Town Manager

DATE: April 26, 2022

RE: Sheriff's Contract Study Session

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RECOMMENDATION

Staff recommends that the Town Council hold a study session and provide direction to staff on the upcoming Sheriff's Contract negotiations.

BACKGROUND

Since prior to incorporation, the Town's public safety/police services have been provided by the San Mateo County Sheriff's Office. These services are contractual. The terms of the agreements between the Town and Sheriff's Office typically have been three-to-five-year terms. The current [contract](#), negotiated in 2018, expires at the end of June 2023. Due to our long-standing relationship with the Sheriff's Office, some of the language within the contract hasn't been updated in many years.

In early 2022, the Town Council appointed Mayor Aalfs and Vice Mayor Wernikoff to serve as the negotiating subcommittee with the Sheriff's Office. Discussions with the Sheriff's Office have begun, with the most recent conversation on April 19, 2023.

DISCUSSION

The purpose of this study session is for the Council to provide background for new Councilmembers, information regarding the new proposed contract and direction to staff and the negotiating committee on any desired modifications to the proposed agreement with the Sheriff's Office for police services. It also provides communication with the public concerning service levels and cost increases. The proposed contract lays out the service levels and budget for FY 23/24. The existing contract contains two exhibits that lay out services (Exhibit A) and payments and rates (Exhibit B). The Council may desire to expand or reduce services and/or opine on the rates paid for services.

The proposed contract has an approximate increase of \$852,739, roughly 63%. The San Mateo County Sheriff's Office is working to update their contracts and verbiage within them, since many of our costs were not properly outlined in our previous contract. Other reasons for the increase are related to Cost-of-Living increases within the different Sheriff's Office Memorandums of Understandings and general cost of County services increasing.

FISCAL IMPACT

There is no fiscal impact associated with this report and holding a study session on this topic. There will be a substantial fiscal impact with the potential increased cost of the FY 23/24 Sheriff Contract.

ATTACHMENTS

1. Proposed FY 23/24 Sheriff Contract
2. 2018 Sheriff Contract

LAW ENFORCEMENT SERVICES AGREEMENT

*Between the County of San Mateo
and the Town of Portola Valley*



July 1, 2023 through June 30, 2025

Version: April 17, 2023

A G R E E M E N T

FOR LAW ENFORCEMENT SERVICES

BETWEEN THE COUNTY OF SAN MATEO AND

TOWN OF PORTOLA VALLEY

THIS AGREEMENT, entered into on the 1st day of July, 2023, by and between the **TOWN OF PORTOLA VALLEY**, a general law city in the County of San Mateo, State of California, hereinafter referred to as "Town" and the **COUNTY OF SAN MATEO**, a political subdivision of the State of California, hereinafter referred to as "County."

WITNESSETH

WHEREAS, pursuant to Government Code §§51300, et seq. County may contract with Town for the performance of Town functions by the appropriate officers and employees of County; and

WHEREAS, Town is desirous of having the County provide law enforcement services through the Sheriff's Office, as hereinafter set forth, for and on behalf of Town, within the territorial limits of said Town, and the County is willing to perform such services as provided herein below:

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. EXHIBITS AND ATTACHMENTS.

- 1.1 The following exhibits and attachments are included hereto and incorporated by reference herein:
 - Exhibit A – Services
 - Exhibit B - Rates / Payments

2. SERVICES TO BE PERFORMED BY COUNTY.

- 2.1 In consideration of the payments set forth herein and in Exhibit B, County shall provide law enforcement and police services within Town. Said services are described in Exhibit A.
- 2.2 The Town is not limited to the services indicated in Exhibit A, but the Town may request any additional services in the field of public safety, law enforcement or related fields within the legal power of the Sheriff to provide.

3. PAYMENTS.

- 3.1 The Town shall pay the County for the services provided under the terms of this Agreement at the rates set forth in Exhibit B.
- 3.2 The rates set forth in Exhibit B shall be readjusted by the County annually effective July 1 of each year, and attached as an Amendment to this Agreement, to reflect the cost of such services as provided in Government Code Section 51350 and in accordance with the policies and procedures for the determination of such rates as approved by the County Board of Supervisors. County shall provide Town with the proposed rates for the following contract year on or before April 1 of each year.
- 3.3 The Town shall be billed based on the service level provided within the parameters of Exhibit A.
- 3.4 The cost of additional services, requested by Town, in the field of public safety, law or related fields within the legal power of the Sheriff to provide not set forth in Exhibit A shall be reflected in an amendment to Exhibits A and B.

4. TERM.

- 4.1 This Agreement shall be in full force and effect from **JULY 1, 2023 to JUNE 30, 2025**. If approval of this Agreement should be delayed past the commencement date due to extenuating circumstances, the Agreement shall be considered retroactive to July 1, 2023 for purposes of costs, charges, and payments by Town.
- 4.2 Town shall notify County no later than January 1, 2025 of its intent to continue services beyond June 30, 2025. The parties shall thereafter negotiate the terms, including the level of compensation, in an effort to reach agreement before the expiration of this Agreement.

5. RIGHT OF TERMINATION.

- 5.1 Either party may terminate this Agreement with or without cause effective as of the first day of July of the following year upon written notice to the other party of not less than twelve (12) months prior thereto.
- 5.2 In the event of termination, each party shall fully discharge all obligations owed to the other party accruing prior to the effective date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.
- 5.3 The Town may terminate this Agreement or a portion of the services referenced in the Exhibits based upon Town's unavailability of funds, by providing written notice to County as soon as is reasonably possible after the Town learns of said unavailability of funding.
- 5.4 If the Town terminates for non-appropriation it will be liable to pay County for: (1) the portion of the contract costs attributable to the all services performed, on or before the effective date of the termination; and (2) reasonable costs and expenses that County incurs as a result of early termination of the Agreement.

6. HOLD HARMLESS.

- 6.1 Town shall defend, hold harmless and indemnify County, its officers, agents, and/or employees from any and all claims which arise out of the terms and conditions of this

Agreement and which result from the acts or omissions of Town, its officers, agents and/or employees.

- 6.2 County shall defend, hold harmless and indemnify Town, its officers, agents and/or employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of County, its officers, agents, and/or employees.
- 6.3 In the event of the concurrent negligence (or intentional or reckless acts) of Town, its officers, agents and/or employees, and County, its officers, agents and/or employees, then the liability for any and all claims which arise out of the terms and conditions of this Agreement shall be apportioned under California's theory of comparative fault.

7. INSURANCE.

- 7.1 Both parties shall maintain sufficient insurance, self-insurance or a combination thereof to comply with the following requirements, and, if requested, each party shall furnish the other party with certificates of insurance evidencing the required coverage. Thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.
 - 7.1.1 Worker's Compensation and Employer's Liability Insurance. Both parties shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement.
 - 7.1.2 Liability Insurance. Town and County shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance for services covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Town's and County's operations under this Agreement, whether such operations be by themselves or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified on the following page.

Such insurance shall include:

- | | |
|--|--------------------|
| <input type="checkbox"/> Comprehensive General Liability | <u>\$5,000,000</u> |
| <input type="checkbox"/> Motor Vehicle Liability Insurance | <u>\$5,000,000</u> |

8. NON-DISCRIMINATION AND OTHER REQUIREMENTS.

- 8.1 Section 504. Town and County shall comply with § 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which provide that no otherwise qualified handicapped individual shall, solely by reason of a

- disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement, and that reasonable and legally-specified accommodations will be made to serve individuals with disabilities.
- 8.2 **General Non-discrimination.** No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- 8.3 **Equal Employment Opportunity.** Town and County shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Town's and County's equal employment policies shall be made available to either party upon request.
- 8.4 **Violation of Non-discrimination Provisions.** Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and may result in termination of this Agreement, and /or legal action to recover any Court-imposed damages incurred as a result of said violation(s). To effectuate the provisions of this section, the County Manager and Town Manager may request authorization to examine Town's or County's employment records relating to this Agreement, as the case may be with respect to compliance with this paragraph, and Town and County shall not unduly withhold authorization.
- 8.5 **Compliance with Equal Benefits Ordinance.** With respect to the provision of employee benefits, Town shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- 8.6 **Other Statutory Compliance.** Town and County shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5 (a), which is incorporated herein as if fully, set forth. All services to be performed pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.
- 8.7 **Compliance with Contractor Employee Jury Service Ordinance.** Town and County shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Town, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Town or that the Town deduct from the employees regular pay the fees received for jury service.

9. RETENTION OF RECORDS.

- 9.1 Each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to County's or Town's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

- 9.2 Town and County shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. MERGER CLAUSE.

- 10.1 This Agreement and the Transfer Agreement including the Exhibits attached to each constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications to either Agreement shall be in writing and signed by the parties.

11. CONTROLLING LAW.

- 11.1 The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

12. DISPUTE RESOLUTION.

- 12.1 Should any dispute arise out of this Agreement, the parties shall first meet and confer in an attempt to resolve the dispute. Should such efforts fail to resolve the dispute within twenty (20) days, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

13. FINES AND FORFEITURES.

- 13.1 Town shall be entitled to the fines and forfeitures to which Town would otherwise be entitled pursuant to Penal Code Section 1463.001, et seq.

14. NOTICES.

- 14.1 Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County Sheriff's Office
ATTN: Sheriff
400 County Center, 3rd Floor
Redwood City, CA 94063

In the case of Town, to:

Town of Portola Valley
ATTN: Town Manager
765 Portola Road
Portola Valley, CA 94028

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO
*A Political Sub-division of the
State of California*

BY: _____
President, Board of Supervisors

DATE: _____

ATTEST:

BY: _____
Clerk of Said Board

TOWN OF PORTOLA VALLEY

BY: _____
Mayor, Town of Portola Valley

DATE: _____

ATTEST:

BY: _____
Clerk, Town of Portola Valley

EXHIBIT A

SERVICES

Agreement for Law Enforcement Services between the
County of San Mateo and Town of Portola Valley

In consideration of the payments set forth in Exhibit B, County shall provide Town with the following services:

1. DESCRIPTION OF SERVICES PROVIDED BY COUNTY.

1.1 LAW ENFORCEMENT SERVICES.

- 1.1.1 The County agrees, through the Sheriff of the County of San Mateo (hereinafter referred to as "Sheriff"), to provide general law enforcement services within the corporate limits of the Town to the extent and in the manner hereinafter set forth in this Agreement.
- 1.1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the County Charter, the statutes of the State of California, and under the Town municipal codes.
- 1.1.3 General law enforcement services performed hereunder may include, if requested, by the Town, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

1.2 SUPPORT SERVICES.

- 1.2.1 *Alarm Permit & Response Fees.* Town shall remain responsible for the actual billing and collection of Alarms Permit and Response revenue. Administrative staff will maintain and forward the necessary information to Town's Finance Department for the billing and collection of said revenue upon request of Town.
- 1.2.2 *Records Fees.* County's Sheriff's Records Bureau will perform the services necessary and collect fees on behalf of Town for the following:
 - Vehicle Release Fee
 - Accident Reports
 - Crime Reports
 - Good Conduct Letter

2. ADMINISTRATION OF PERSONNEL.

- 2.1 The rendition of the services performed by the Sheriff's Office, the standards of performance, the discipline of personnel, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or level of services or manner of performance of such services, the Sheriff and the Town shall meet and confer to resolve such disputes.
- 2.3 All Town employees who work in conjunction with the Sheriff's Office pursuant to this Agreement shall remain employees of the Town and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement.
- 2.4 The Town shall not be called upon to assume any liability for the direct payment of any Sheriff's Office salaries, wages, or other compensation to any County personnel performing services hereunder for said Town. Except as herein otherwise specified, the Town shall not

be liable for compensation or indemnity to any County employee or agent of the County for injury, disability or illness arising out of services provided under this Agreement.

3. DEPLOYMENT OF PERSONNEL.

- 3.1 Services performed hereunder shall be developed in conjunction with the Sheriff and detailed in *Exhibit A, Section 8 - Assignment / Selection of Personnel*.

4. REPORTS.

- 4.1 The Sheriff or Sheriff's designee shall report periodically to the Town Council, at the Town Manager's discretion, all violations of law within its borders coming to the Sheriff's attention. Quarterly statistical reports will be provided to Town by the Sheriff upon request.

5. UNIFORMS & INSIGNIA.

- 5.1 Personnel performing such law enforcement services as herein provided shall be in the prescribed uniform of the San Mateo County Sheriff's Office during the performance of their duties.
- 5.2 Similarly, patrol vehicles used by deputies assigned to provision of services under this Agreement shall bear the markings and insignia of the Sheriff's Office.
- 5.3 If the Town should desire any customization of uniforms or insignia relative to services provided, the Town shall notify Sheriff of same, and the Sheriff in their sole discretion may decide whether it is feasible and agreeable to do so. In that case, the cost of modification to uniforms and/or insignia shall be borne by the Town.

6. TOWN OBLIGATIONS.

- 6.1 Town shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitorial service, telephone, light, water and other utilities, in order for the Sheriff to maintain a substation office in the Town. The area to be utilized for the substation includes the following areas:
 - 6.1.1 Ground floor, which supports the Patrol function of the department, will be used in its entirety by the Sheriff's Office and includes the following:
 - Report writing room
 - Gender-neutral restroom
- 6.2 It is expressly further understood that such areas may be used by the Sheriff or the County of San Mateo in connection with the performance of duties in territory outside of Town and adjacent thereto.
- 6.3 Notwithstanding the foregoing, it is agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of Town, the same shall be supplied by said Town at its own cost and expense.

7. PERFORMANCE OF AGREEMENT.

- 7.1 For the purpose of performing said general law enforcement services, County shall furnish and supply all necessary labor, equipment and supplies necessary to maintain the agreed level of services to be rendered hereunder.
- 7.2 Notwithstanding the foregoing, the Town may provide additional resources for the County to utilize in performance of the services.

8. ASSIGNMENT/SELECTION OF PERSONNEL.

8.1 FY 2023-24 Assigned Personnel.

<i>POSITION</i>	<i># of FTE</i>
Captain	.25
Sergeant - Day	0
Sergeant - Night	0
Sergeant - Administrative	.5
Deputy - Day	2
Deputy - Night	2
Deputy - Motorcycle	0
Deputy - Canine	0
Deputy - Detective Services	.5
TOTAL # FTE	5.25

EXHIBIT B

RATES / PAYMENTS

Agreement for Law Enforcement Services between the County of San Mateo and Town of Portola Valley

In consideration of the services described in Exhibit A, Town shall pay County based on the following fee schedule:

1. CHARGES FOR SERVICES.

- 1.1 Town shall pay County for services described in this Agreement as calculated based on the formulas set forth in Section 5, Calculated Rates, attached hereto and incorporated by reference herein.
- 1.2 Section 5, Calculated Rates, shall be readjusted by the County annually effective July 1 of each year and attached hereto as an updated / revised Section 5.

2. INVOICING / BILLING.

- 2.1 On a semi-annual basis in accordance with Section 3 below, Sheriff's Office Fiscal Services Bureau shall submit an invoice to the Town.
- 2.2 Payments and questions regarding invoicing shall be directed to the Sheriff's Office Financial Services Manager at DTunc@smcgov.org or be mailed to:

San Mateo County Sheriff's Office
Fiscal Services Bureau
400 County Center, 3rd Flr
Redwood City, CA 94063

3. PAYMENTS.

- 3.1 Total charges for the period of **July 1, 2023** through **June 30, 2024** are **\$2,346,584**. Invoices will be issued according to the following schedule:

Invoice Issued	Amount
July 1, 2023	\$1,173,292
January 1, 2024	\$1,173,292

- 3.2 Future Fiscal Year payments will be in accordance with the revised Calculated Rates effective July 1 of each year. Payments will be due semi-annually on July 1st and January 1st for each subsequent year of this Agreement.

4. BOOKING / MESSAGE SWITCH /FORENSIC LABORATORY FEES.

- 4.1 Town shall not be responsible for paying Jail Access Fees, Booking Fees, Message Switch Fees or forensic laboratory fees to the County.

5. CALCULATED RATES

5.1 Rates for FY 2023-24

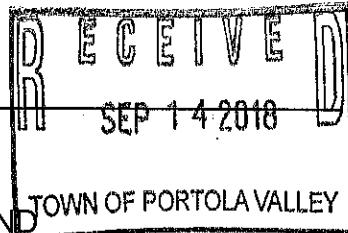


**San Mateo County Sheriff's Office
Portola Valley Law Enforcement Services
FY 2023-24 Budget**

	Position Count	Employee Salaries	Employee Overtime	Employee Benefits	FY 2023-24 Total Expenses
BASIC LAW ENFORCEMENT SERVICES:					
PERSONNEL COSTS:					
Deputy Sheriff - Day	2.00	\$ 354,906	\$ 103,912	\$ 284,467	\$ 743,285
Deputy Sheriff - Night	2.00	\$ 372,990	\$ 109,207	\$ 296,692	\$ 778,890
Investigative Deputy Sheriff-Detective	0.50	\$ 93,113	\$ -	\$ 65,903	\$ 159,016
Sergeant - Administrative	0.50	\$ 109,965	\$ 35,051	\$ 86,332	\$ 231,348
Captain	0.25	\$ 67,241	\$ -	\$ 45,118	\$ 112,359
PERSONNEL COSTS - TOTAL:	5.25	\$ 998,215	\$ 248,171	\$ 778,513	\$ 2,024,898
OPERATING COSTS:					
Uniform Allowances				\$ 5,600	
Office Supplies & Miscellaneous Expenses				\$ 1,000	
Equipment Maintenance				\$ 50,406	
Training Expenses				\$ 4,800	
Radio and Communications Charges				\$ 17,059	
Information Services Charges				\$ 20,660	
Vehicle Maintenance & Replacement Costs				\$ 68,888	
HR and Risk Management Service Charges				\$ 13,539	
Support Services				\$ 139,733	
OPERATING COSTS - TOTAL:				\$ 321,685	
TOTAL COST OF BASIC LAW ENFORCEMENT SERVICES:					\$ 2,346,584

- 5.2 Overtime Rates - the estimated overtime hourly rates for supplemental services described in Exhibit A (Section 1.1.3) are as follows:

San Mateo County Sheriff's Office FY 2023-24 Hourly Rates	
<i>POSITION</i>	<i>OVERTIME RATE</i>
Admin Sergeant (Day)	\$222.05
Sergeant (84 Plan Day)	\$222.13
Sergeant (84 Plan Night)	\$233.15
Detective Sergeant (Day)	\$232.54
Deputy Sheriff (84 Plan Day)	\$179.16
Deputy Sheriff (84 Plan Night)	\$188.29
K-9 Deputy Sheriff (84 Plan Day)	\$188.29
K-9 Deputy Sheriff (84 Plan Night)	\$197.42
Motorcycle Deputy	\$188.29
Detective Deputy Sheriff	\$188.02
Community Services Officer II	\$64.06
Community Services Officer II (Extra-Help)	\$62.19



AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE TOWN OF PORTOLA VALLEY

THIS AGREEMENT, entered into on the 1st day of July, 2018, by and between the **TOWN OF PORTOLA VALLEY**, a general law city in the County of San Mateo, State of California, hereinafter referred to as "Town" and the **COUNTY OF SAN MATEO**, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, pursuant to Government Code §§51300, County may contract with Town for the performance of town functions by the appropriate officers and employees of County; and

WHEREAS, Town is desirous of having the County provide law enforcement services through the Sheriff's Office, as hereinafter set forth, for and on behalf of Town, within the territorial limits of said Town, and the County is willing to perform such services:

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A - Services
Exhibit B - Payments & Rates

2. SERVICES TO BE PERFORMED BY COUNTY

In consideration of the payments set forth herein and in Exhibit B, County shall provide law enforcement services to Town. Said services are described in Exhibit A. In providing the services under this Agreement, the County shall perform all work in a manner consistent with that degree of care and skill ordinarily exercised by law enforcement currently practicing in the County of San Mateo under similar circumstances.

3. PAYMENTS

In consideration of the services provided by County, Town shall make payments to County based on the rates and in the manner specified in Exhibit B. In no event shall the Town's fiscal obligation to County under this Agreement exceed **SIX MILLION THREE HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS AND NO CENTS (\$6,333,486.00)**.

4. TERM

This Agreement shall be in full force and effect from **JULY 1, 2018 TO JUNE 30, 2023**. If approval of this Agreement should be delayed past the commencement date due to extenuating circumstances, the Agreement shall be considered retroactive to July 1, 2018 for purposes of costs, charges, and payments by Town.

Town shall notify County no later than October 1, 2022 of its desire for the Sheriff's Office to continue to provide law enforcement services for and on behalf of Town within the territorial limits of Town, and the parties shall thereafter endeavor to reach a mutual agreement for said law enforcement services to take effect upon expiration of this Agreement.

5. RELATIONSHIP OF PARTIES

Both parties agree and understand that the work/services performed under this Agreement are performed as an independent contractor, and that neither party's employees acquire any of the rights, privileges, powers, or advantages of the other party's employees. No pension rights of Town or County employees will be affected by this Agreement.

6. HOLD HARMLESS

- a. Town shall indemnify and hold harmless County from and against all actions which in any way arise out of, result from, or are connected in any way with Town's acts or omissions in performing services under this agreement.
- b. County shall indemnify and hold harmless Town from and against any and all actions which in any way arise out of, result from, or are connected in any way with the County's acts or omissions in performing services under this agreement.
- c. If an action arises out of the acts or omissions of both the Town and County, then liability for any damage in that action shall be apportioned between Town and County in accordance with the California law of comparative fault.
- d. As used in this section, "County" means the County, its officers, agents, employees and servants.
- e. As used in this section, "Town" means the Town, its officers, agents, employees and servants.
- f. As used in this section, "actions" means actions, claims, suits, demands, and liability of every name, kind, and description brought for, or on account of injuries to or death of any person, including Town and County, or damage to property of any kind whatsoever and to whomsoever belonging.
- g. The duty of Town and County to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.
- h. The provisions of this Section 6 shall survive completion of the services or the termination of this Agreement.

7. INSURANCE

Both parties shall maintain sufficient insurance, self-insurance or a combination thereof to comply with the following requirements, and, if requested, each party shall furnish the other party with certificates of insurance evidencing the required coverage. Thirty (30) days' notice must be given, in writing, to the Sheriff's Office and County of any pending change in the limits of liability or of any cancellation or modification of the policy.

a. Worker's Compensation and Employer's Liability Insurance

Both parties shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement.

b. Liability Insurance

Town and County shall each take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance for any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Town's and County's operations under this Agreement, whether such operations be by the Town/County or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amounts specified below.

Such insurance shall include:

- | | |
|--|-------------|
| 1) Comprehensive General Liability | \$5,000,000 |
| 2) Motor Vehicle Liability Insurance | \$5,000,000 |

8. NON-DISCRIMINATION AND OTHER REQUIREMENTS

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition, military service, or genetic information.

b. Equal Employment Opportunity

Town and County shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Town's and County's equal employment policies shall be made available to either party upon request.

c. Section 504 of the Rehabilitation Act of 1973

Town and County shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement.

d. Compliance with Equal Benefits Ordinance

Town and County shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Town's and County's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

Town and County shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5 (a), which is incorporated herein as if fully, set forth. All services to be performed pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.

f. Filing of Discrimination Complaints – Notification

Town and County shall report to the County Manager or Town Manager, as applicable, the filing by any person in any Court of California or regional Federal jurisdiction, any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations, as relates directly to services provided by County to Town under this Agreement, within 30 days of such filing, provided that within such 30 days such entity has not notified Town/County that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Town and County shall provide one another with a copy of their response to the Complaint when filed.

g. Violation of Non-Discrimination Provisions

Intentional violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and may result in termination of this Agreement, at the discretion of Town or County, as applicable, and /or legal action to recover any Court-imposed damages incurred by Town/County as a result of any such violation(s). To effectuate the provisions of this section, the Town/County Manager may request authorization to examine Town/County's employment records with respect to compliance with this paragraph, and Town/County shall not unduly withhold authorization.

h. Compliance with Contractor Employee Jury Service Ordinance

Town shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Town, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Town or that the Town deduct from the employees regular pay the fees received for jury service.

9. RETENTION OF RECORDS

Each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to County's or Town's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

Town and County shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. MERGER CLAUSE

This Agreement, including the Exhibits hereto constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties

11. CONTROLLING LAW

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

12. NOTICES

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of COUNTY, to:

San Mateo County Sheriff's Office
ATTN: Sheriff
400 County Center
Redwood City, CA 94063

In the case of TOWN, to:

Town of Portola Valley
ATTN: Town Manager
765 Portola Road
Portola Valley, CA 94028

13. ELECTRONIC SIGNATURE

Both County and Town wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

14. FINES AND FORFEITURES

Town shall be entitled to the total fines and forfeitures to which Town would otherwise be entitled pursuant to Section 1463.001 et seq of the Penal Code.

15. PENSION RIGHTS

There are now no employees of Town who perform the law enforcement services to be performed by employees of the County as herein provided, and there are no pension rights of any employee of Town to be provided for by virtue of this Agreement.

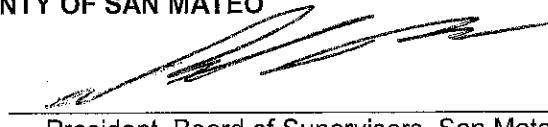
16. DISPUTE RESOLUTION

Should any dispute arise out of this Agreement, the parties shall first meet and confer in an attempt to resolve the dispute. Should such efforts fail to resolve the dispute within twenty (20) days, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

* * *

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: 

President, Board of Supervisors, San Mateo County

Date: 7/11/18

ATTEST:

By: 

Clerk of Said Board

TOWN OF PORTOLA VALLEY

By: 

Mayor, Town of Portola Valley

Date: 7/17/18

ATTEST:

By: 

Clerk, Town of Portola Valley

Exhibit A – Services

In consideration of the payments set forth in Exhibit B, County shall provide Town with the following services:

1. DESCRIPTION OF LAW ENFORCEMENT SERVICES PROVIDED BY COUNTY

County shall provide law enforcement services to Town. Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by the Sheriff's Office.

The parties agree that the County may provide a greater level of service as is appropriate and necessary to respond to emergent law enforcement circumstances and situations, and that this determination shall be at the sole discretion of the County Sheriff.

The incorporated limits of Town may be part of a portion of a larger Sheriff's beat, the boundaries of said beat or beats to be determined by the Sheriff. Notification of Town shall be made by the Sheriff prior to any change in beat structure of the patrol servicing Town. Should Town desire to receive any service from the Sheriff not specifically listed in this Agreement, it shall so notify Sheriff in writing.

For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of service to be rendered hereunder.

a. Law Enforcement Services

- i. Patrol services are provided 24 hours a day, 365 days a year. The following personnel will be assigned to the Town:
 - Day Shift: 1 Deputy provides coverage for the Town of Portola Valley
 - Day Shift: 1 Deputy provides coverage for the Towns of Portola Valley and Woodside
 - Night Shift: 1 Deputy provides coverage for the Town of Portola Valley

In addition, the Sheriff's Office will provide Detective services when needed.
- ii. Proactive traffic and bicycle law enforcement services.
- iii. Parking enforcement and citation processing services.
- iv. Special event security detail (bicycle/running/other special events).
- v. Criminal investigations, surveillance, apprehension and arrest of suspects. Investigation services are provided by the Sheriff's Office Investigations Unit.
- vi. Transportation of suspects to County jail.
- vii. Radar and radar trailer deployment.
- viii. Presentations and participation at various Town meetings and neighborhood groups.
- ix. Crime prevention activities.
- x. Supervision and oversight associated with providing law enforcement services.
- xi. Quarterly statistical reports, monthly traffic/citation reports, and crime reports as needed.

b. Additional Services Performed by Sheriff's Office

- i. School Resource Officer services to address timely and pressing needs of the community, including but not limited to Sober Graduations and Government Classes (subject to arrangement with School District).
- ii. K-9 Unit services.

- iii. Special investigative services including the Narcotics Task Force (NTF) and Vehicle Theft Task Force (VTTF). The Town will not be a signatory to any other agreements for NTF or VTTF services.
- iv. Emergency Service Bureau services including specialized units such as SWAT and Search & Rescue, including VIP visits and bomb squad services.
- v. Local emergency support services.
- vi. Psychiatric Emergency Response Team (PERT) services.
- vii. Media relations services, including but not limited to press releases for major crimes.

c. Town Requested Services

If Town so requests, the Sheriff may assign deputies at times other than the deputies' work shift for a specific police patrol. If the Sheriff does so assign deputies, Town will reimburse County at the prevailing overtime rate paid to deputies, and shall reimburse County for each mile traveled by a patrol vehicle at the then County established rate. Any such payments will be in addition to those set forth in Exhibit B of this agreement.

Overtime will include time for the specific police patrol plus any overtime required to attend court hearings relating to the specific police patrol. If a deputy so assigned to special patrol is called off this patrol to respond to other Sheriff's business, the mileage and personnel costs of this time away from the special patrol will not be billed to Town. All amounts paid by Town pursuant to this paragraph are over and above the amount stated in Section 3 of this agreement.

2. SELECTION / SUPERVISION OF PERSONNEL

The selection, control, and supervision of the personnel providing the services mentioned herein shall be exercised solely by the Sheriff and/or his designee.

Permanent replacement of vacant positions assigned under this Agreement shall be provided by the Sheriff within 30 days in accordance with established Sheriff's Office Standards of Practice.

The Sheriff and/or Sheriff's designee shall notify Town of changes in the personnel who provide the law enforcement service mentioned herein. If Town is not satisfied with the performance of Sheriff's personnel assigned to this Agreement, Town may notify Sheriff. Sheriff shall evaluate Town's concerns and consider making personnel changes as may be appropriate.

The Sheriff and/or Sheriff's designee agree to work collaboratively with Town in assignment of and changes in personnel. Personnel assignments will be reviewed with Town for approval, except in the event of emergency response situations.

3. REPORTS

The Sheriff's representative shall report quarterly to the Town Council and/or Town Safety Committee, at the Town Manager's discretion, all violations of law within its borders coming to the Sheriff's attention. Quarterly statistical reports will be provided and shall include the following information with breakdowns of race/ethnicity where appropriate:

- i. Service related complaints.
- ii. Average response time to high/low priority calls for service.
- iii. Comparative analysis crime trends (year-to-year)
- iv. Arrests and related statistics.
- v. Breakdown of calls for service, including Deputy initiated activity.

4. UNIFORMS AND INSIGNIA

The sworn personnel performing such law enforcement services as herein provided shall be in the prescribed uniform of the San Mateo County Sheriff's Office during the performance of their duties. Similarly, patrol vehicles used by officers assigned to provision of services under this Agreement shall bear the markings and insignia of the Sheriff's Office. If the Town should desire any customization of uniforms or insignia relative to services provided, the Town shall notify Sheriff of same, and the Sheriff in his sole discretion may decide whether it is feasible and agreeable to do so. In that case, the cost of modification to uniforms and/or insignia shall be borne by the Town.

5. TOWN OBLIGATIONS

Town shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitorial service, telephone, light, water and other utilities, in order for the Sheriff to maintain a small substation office in the Town Center. The parties acknowledge that the current space provided by the Town in Town Center shall comply with this requirement. It is expressly further understood that such quarters may be used by the Sheriff or the County of San Mateo in connection with the performance of duties in territory outside of Town, and adjacent thereto, provided, however, that the performance of such outside duties shall not be at any additional cost to Town.

Notwithstanding the foregoing, it is agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of Town, the same shall be supplied by said Town at its own cost and expense.

Exhibit B – Payments and Rates

In consideration of the services described in Exhibit A, Town shall pay County based on the following fee schedule (these rates do not include Town Requested Services, described in Exhibit A, section 1(c)):

1. CHARGES FOR SERVICES

Town agrees to pay County for services set forth herein.

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	TOTAL
TOTAL LAW ENFORCEMENT SERVICES	\$1,058,278	\$1,153,523	\$1,257,340	\$1,370,500	\$1,493,845	\$6,333,486

2. PAYMENTS

Total charges listed below are a combined total of Section 1 above, to be invoiced and paid quarterly.

Invoice Issued	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
September 30	\$264,569.50	\$288,380.75	\$314,335.00	\$342,625.00	\$373,461.25
December 31	\$264,569.50	\$288,380.75	\$314,335.00	\$342,625.00	\$373,461.25
March 31	\$264,569.50	\$288,380.75	\$314,335.00	\$342,625.00	\$373,461.25
June 30	\$264,569.50	\$288,380.75	\$314,335.00	\$342,625.00	\$373,461.25
TOTAL	\$1,058,278	\$1,153,523	\$1,257,340	\$1,370,500	\$1,493,845

3. INVOICING / BILLING

a. Invoicing

On a quarterly basis in accordance with Section 2 above, the Sheriff's Office Fiscal Bureau shall submit an invoice to Town. Questions regarding invoicing shall be directed to the Sheriff's Office Fiscal Bureau at (650) 599-1728 or mailed to:

San Mateo County Sheriff's Office
Attn. Fiscal Bureau
400 County Center
Redwood City, CA 94063

b. Payment Due

Payment from Town shall be made to County within 30 days of receipt of invoice.

4. FORENSIC LABORATORY FEES

If at any future date during the Agreement period, it is determined by the County that Town will be responsible for reimbursement of Forensic Laboratory Fees to the County, Town will be billed and responsible for payment of the prevailing rates for such services to County. Before implementing these rates the County shall provide the Town with 60 days written notice of the rates and opportunity to meet and confer regarding the reasonableness of such rates. Any said costs will be in addition to payments specified in Sections 1 and 2 above.

5. ELIMINATION OF STATE FUNDING

The Town currently receives appropriation of approximately \$145,000 from the State's Supplemental Law Enforcement Services Account (SLESA, formerly referred to as State COPS) and elects to apply these funds towards the cost of some of the services in this Agreement. In the event the Town's SLESA funding is reduced, Town reserves the right to reduce or eliminate some of the services in this Agreement. Any such modification shall be subject to written agreement by the Parties.



TOWN OF PORTOLA VALLEY

Council Liaison Report

TO: Portola Valley Town Council

FROM: Jeff Aalfs, Mayor

DATE: 13 April 2023

RE: C/CAG meeting report

The C/CAG Board of Directors met on April 13th. The following items were on the agenda:

Presentations:

1. A presentation on Federal funding advocacy efforts from Ken Brown Consultants
2. A presentation on county-wide trip-reduction efforts by Commute.org
 - a. Note that Portola Valley has an open seat on the Commute.org board. This seat must be filled by a Council Member.
3. A presentation on the Cordilleras Bridge Replacement project on Interstate 101 in Redwood City by CalTrans.

Regular Agenda:

1. Updated roster and meeting schedule for the Administrator's Advisory Committee (Approved)
2. Initial recommendations on the Congestion Relief Plan reauthorization
3. Legislative update:
 - a. The Board voted to support SB537 (Becker) modifying the Brown Act with regards to remote meetings of non-legislative bodies.



TOWN OF PORTOLA VALLEY

Liaison Memo

TO: Mayor and Members of the Town Council

FROM: Sarah Wernikoff

DATE: Wednesday, April 26, 2023

RE: Parks & Rec Meeting 4.18.23

OVERVIEW:

1. Court maintenance discussion: Crack repairs and re-lining all sports court, etc.
2. New member discussion: open to Ladera residents joining the committee.
3. 2023-24 budget discussion: Committee will request \$30K (\$3K increase over last year due to increased parking fees, inflation).
4. Court usage policy: Voted to approve court policy as written (attached), 3 month trial starting May 15th.
5. Trivia night: Sat, May 13th 6pm, 6 registrations, discussion of promotion
6. Committee structure discussion: Preference for non-Brown Act committee.

****PROPOSAL** PV Town Center Court Usage Recommendation**

Town Center Courts are meant to be used primarily by our residents. We strive to balance the needs of Tennis, Pickleball and other user of our courts so that there is equity in the availability and usage of the courts. We believe reservations should be kept to a minimum, so courts are more available to all.

In order to establish priority and manage reservations, the courts will be assigned priority groups:

	Court #1 – Priority Group Pickleball (unless otherwise noted)	Court #2 – Priority Group Tennis (unless otherwise noted)
Sunday	8:00 a.m. to 1:00 p.m. – Priority Pickleball 1:00 p.m. to Dark – Priority Tennis	8:00 a.m. – 1:00 p.m. – Priority Pickleball 1:00 p.m. to Dark – Priority Tennis
Monday	Courts A&B (closest to Softball Field): Reservations allowed from 11:00 a.m. to 1:00 p.m. Open play at all other times	Full Court: Open Play when not reserved.
Tuesday		
Wednesday		
Thursday	Courts C&D (closest to parking lot): Open Play at all times, reservations not allowed	
Friday		
Saturday	8:00 a.m. to 1:00 p.m. – Priority Tennis 1:00 p.m. to Dark – Priority Pickleball	8:00 a.m. to 1:00 p.m. – Priority Tennis 1:00 p.m. to Dark – Priority Pickleball

Any court may be used by a non-priority group UNTIL someone from the priority group shows up to play or has a reservation. Non-priority groups must vacate the court within 10 minutes to priority group. Court #2 may only be reserved for tennis

Non-residents may ONLY make “same” day reservations, and they will have court usage visibility on Skedda. (Residents are defined as living within the boundaries of Portola Valley, non-residents include Los Trancos/Vista Verde and Ladera).

Pickleball players will be responsible for developing and managing governance regarding open play. Please reference the PVPickleball web pages for more information

Reservations:

- Reservations will open on the 15th of the month for the following month (i.e. open on February 15 for March reservations)
- A resident may only make 2 reservations per week.
- Recurring reservations will not be allowed.
- Groups may request from the Parks and Recreations Chairperson (the Skedda System Administrator) an extended reservation for a specific purpose (i.e., special event, league/match play). Requests must be made within a reasonable time frame. Approval is at the discretion of the System Administrator.
- PV Parks and Recreations Classes/Clinics, CMS and any other Town approved uses have priority and will be scheduled by the System Administrator.
- Court availability may NOT be posted on social media at any time.

Rolling Pickleball Nets: Must be properly returned to storage area when no longer needed (i.e. no players waiting).

Note: This policy will take effect May 15 and will be revisited 3 months from the start date for evaluation of any changes.

Report on the April 19th Trails and Paths meeting
Judith Hasko

Update on Old Business

The committee reported on various maintenance efforts for the Town Trails and Paths. Some mowing and weed removal efforts will be undertaken now that the rains have stopped. There was some discussion of engaging people in Town to supplement some of these efforts if they wanted to volunteer to help on trails near their homes. Some tools could be made available by the Town, such as weed removers, provided that these volunteers sign a standard waiver and do work only on Town rights of way.

Howard reported that the maintenance budget would essentially be spent by the end of the fiscal year given repairs and tree work necessitated by storms.

Efforts to develop a Trails and Paths Archival system were discussed. The subcommittee undertaking the work said they are evaluating software to use, including potentially that made available by Good to be Green. There will be future reports on the system selected and how best to populate the database, which will serve as an ongoing repository of Trails and Paths-related information, records and history.

An update on MROSD plans for the Hawthornes property was given, with the Town representative attending noting Town potential concerns regarding trails and parking. Further reports will be made to the committee as the planning evolves.

New Business

Last the committee discussed its extensive efforts to create an updated map of Town Trails and Paths. The committee worked very hard to compare old trail maps with existing trail usage, and noted in the proposed new map changes needed to reflect new trails, updated uses consistent with easements, and indications of where the Town trail system interacts with trails maintained by WASC, and trails in various open spaces and neighboring jurisdictional spaces. The committee will work with Cara and Howard to refine a proposed resolution for adoption of the updated map by the Town Council, and to understand any legal analyses that may be needed to be done before submitting the package for consideration by the Town Council. This will be the first update to the Trails and Paths map since 2007, and constitutes an enormous amount of work by the committee.

Continued Item

The committee ran out of time for the Town Council priorities presentation, and agreed to continue it to a future meeting.

In the course of the latter item, a member noted that on PV Forum residents want to understand the proposed usage of trails along Alpine, in particular for Safe Routes to School purposes. The committee wants to agendize a more fulsome discussion with public participation of their concerns related to the Safe Routes to School recommended usage, and more general usage, including in light of the Hawthorns project which may upgrade the trail on the south side of Alpine and provide better alternatives in the future. The committee liaison suggests that the Town Council consider convening an ad hoc committee or other mechanism to facilitate a broader discussion of this issue, which has been noted for years, given the interest expressed.

Judith Hasko - Report from 4-5-23 meeting of SFO Roundtable

Report given on navigational systems for aircraft approach location monitoring at SFO (GBAS: a new ground-based augmentation system vs. ILS: an instrument landing system), benefits of the former and the goals of this new system. The GBAS is being phased in; the ILS is an older system; it works but has certain limitations. The GBAS adoption/optimization is a multi-year process, currently at the innovation and improvement stage.

GBAS was installed at SFO a year ago. In US, Newark, Houston, SFO. Kennedy and LaGuardia will follow (total of 5). Internationally 100s in use. Each airport must purchase and operate themselves in US so it is less common here. Currently, 30% of planes landing at SFO use this GBAS system.

Reviewed 3 particular proposals and their status for updating flight procedures to approach SFO.

Vote to pursue 2 of the 3 proposals with FAA even if outside GBAS purview, to continue to seek lower noise in the area.

Received report on other roundtable efforts at other major airports.

Report on SFO trends: Level of air traffic: 80% relative to pre-traffic levels. Expect upward trend.

New air lines and routes were reported. 1 runway closed on March 27 for construction; will reopen near Memorial Day or so. 1 am to 5 am departures now are directed more to over-water area, to decrease noise. EIR for sea level rise: Due to be published in the fall responding to public comment; some concerns are noise related to construction of sea level rise-related structures.

A noise insulation program update was given, Satisfaction rates are rising, On-line access to noise information reporting is increasingly available.

**There are no written materials for
Item 8**