



TOWN OF PORTOLA VALLEY

Meeting of the Town Council
Wednesday, May 24, 2023
7:00 P.M.

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

REGULAR 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 their phone to "raise your hand" and *6 to mute/unmute themselves. 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/81716228259?pwd=YmRQREJONythOExrRkF1dnNyejdZdz09>

Webinar ID: 817 162 8259

Passcode: 661252

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. CLOSED SESSION - PUBLIC EMPLOYEE

Pursuant to Government Code Section 54957 Title: Interim City Manager

3. INTERIM CONTRACT WITH TOWN ATTORNEY

Authorize the Mayor to execute an agreement between the Town of Portola Valley and Shute, Mihaly & Weinberger, LLP, to provide Interim legal services for Town business and applicants (Attachment 1)

4. 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. *Each speaker's time is limited to three minutes.*

5. CONSENT AGENDA

a. Approval of Minutes

- i. May 10, 2023 – Regular Meeting
- ii. May 11, 2023 – Special Meeting

b. Approval of Warrant List - May 24, 2023

c. Proclamation designating June 2023 as Pride Month

d. Wildfire Preparedness Committee -

- i. Approve changing the meeting time for the Wildfire Preparedness Committee from 7pm on the 4th Thursday of each month, to 4pm on the 3rd Wednesday of each month.

6. REGULAR AGENDA

a. Interim Contract with Sheriff

Adopt Resolution Approving a Three-Month Contract Amendment Between the County of San Mateo and the Town of Portola Valley for Law Enforcement Services

b. Housing Element Annual Report

Receive the report and include comments (if any) to be sent to the Department of Housing and Community Development

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. INTERIM TOWN MANAGER REPORT

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

9. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of California Government Code Section 54956.9: One (1) Case

Govt. Code § 54956.9(d)(2): “[a] point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.

10. ADJOURNMENT

The next Regular Town Council meeting will be held on June 14, 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 

DATE: May 24, 2023

RE: Adoption of Legal Services Agreement Between the Town of Portola Valley and Shute, Mihaly & Weinberger LLP for Interim Town Attorney Services

RECOMMENDATION

Staff recommends that the Town Council:

1. Authorize the Mayor to execute an agreement between the Town of Portola Valley and Shute, Mihaly & Weinberger, LLP, to provide Interim legal services for Town business and applicants (Attachment 1)

BACKGROUND

Jorgenson, Siegel, McClure & Flegel (JSMF) has been providing legal services to the Town since 1996. From 2017, JSMF partner Cara Silver has served as the Town Attorney. Cara Silver submitted her resignation to the Town on April 21, 2023, to be effective May 22, 2023. As a result, the Town Council held two closed session meetings (April 28, 2023 and May 11, 2023). The Town Council appointed a subcommittee of Judith Hasko and Mary Hufty to prescreen the applicants. On the May 11th, 2023 meeting, the Town Council interviewed candidates for an interim role until a full process can be completed to recruit a Town Attorney.

DISCUSSION

Three candidates were invited for interviews. After interviewing the candidates at its closed session on May 11, 2023, the Town Council chose to negotiate with Shute, Mihaly, & Weinberger (SMW) partner Catherine Engberg ([bio](#)) to be the primary Interim Town Attorney (as detailed in Attachment 1- Legal Retainer Agreement for Interim Town Attorney Services). The length of the Interim contract is anticipated to be 6-8 months. This also allows time to complete the recruitment of a permanent Town Manager, who may provide further input on the permanent hire.

Staff also notes that the SMW agreement section 7 discloses a legal conflict concerning a current SMW client related to a parcel in the Town. Section 7 outlines a recommended procedure to address this, by the Town acquiring other counsel on such matters.

It is also anticipated that the Town will enter into a legal services agreement with JSMF to assist the new Interim Attorney in the transition. This transition agreement is anticipated to be within the Interim Town Manager's contract authority of \$25,000.

FISCAL IMPACT

Below is a comparison of General, Litigation and Development rates of the current and proposed firms. Development rates are passed through to development applicants.

	<u>JSMF (current)</u>	<u>SMW</u>
General Services	\$275/hour	\$340/hour
Litigation Services	\$275/hour	\$390/hour
Development Services	\$375/hour	\$390/hour

Staff also notes that due to high legal service activity this fiscal year due to litigation, Housing Element, CEQA, and other legal matters, the current budget for legal services will need to be amended. Staff intends to bring back a budget amendment at a future Council meeting for consideration.

ATTACHMENT

1. Legal Retainer agreement for Interim Town Attorney Services

May 18, 2023

Via Electronic Mail Only

Mayor Aalfs and Members of the
Portola Valley Town Council
765 Portola Road
Portola Valley, CA 94028
jaalfs@portolavalley.net

Re: Legal Retainer Agreement for Interim Town Attorney Services

Dear Mayor Aalfs and Members of the Portola Valley Town Council:

This letter sets forth the terms under which Shute, Mihaly & Weinberger LLP (“Firm”) will provide legal services to the Town of Portola Valley (“Client” or “Town”) as described below. If the Town agrees to the terms of this retainer agreement (“Agreement”), please sign a copy of this letter and return it to me following Council approval.

1. Legal Services to Be Provided

The Firm is retained to serve as Interim Town Attorney for the Town of Portola Valley in the interim period before the Town hires or retains a permanent Town Attorney. This Agreement covers Interim Town Attorney services only, and does not cover permanent Town Attorney services unless the Firm and Client enter into a new or amended Retainer Agreement, each in their discretion.

The primary Town Attorney responsible for representing the Town will be Firm Partner Catherine Engberg. Catherine will attend and provide advice at Town Council meetings. Firm Partner Rene Ortega will attend Town Council meetings if Catherine is unavailable. Catherine and/or Rene will attend Town Commission and Committee meetings upon request. Other members of the Firm may provide services to the Town as directed by Catherine.

A. The Firm will perform all functions of the Town Attorney, including, but not be limited to, the following services:

1. Representation of and advice to the Town Council, Committees and Commissions, and all Town officials in legal matters of municipal government;
2. Prepare or review ordinances, resolutions, leases, contracts, staff reports, or other documents, as requested by the Town;
3. Prepare or review all findings, decisions or other documents pertaining to legislative or quasi-judicial actions or decisions made by the Council, boards, commissions or officers, as requested by the Town;
4. Review Public Record Act requests and assist in responses, as necessary;
5. Available to assist with (a) personnel issues (excluding collective bargaining) in coordination with outside employment law counsel, and (b) general liability claims and litigation in coordination with outside insurance legal counsel;
6. Provide trainings as needed, such as on the Brown Act and Public Records Act;
7. Render legal advice to members of the Town Council and to the Town Manager, executive staff and employees with respect to Town matters. This advice will include, but not be limited to, issues related to the Brown Act, conflict of interest law, real estate transactions, due process requirements, the Permit Streamlining Act, California Environmental Quality Act, state Planning and Zoning law, the Mitigation Fee Act, election law, assessment districts, and constitutional restrictions on fees and taxes;
8. Provide advice regarding all claims and complaints by or against the City;
9. Represent the Town in litigation, arbitration, mediation, code enforcement, and administrative proceedings before other agencies. If litigation is being handled by outside legal counsel, manage and coordinate with outside legal counsel;
10. Negotiate and/or render advice with respect to negotiations pertaining to Town contracts, real estate transactions, and memoranda of understanding; and

11. Generally oversee and manage the Town's legal affairs and endeavor to insure that its policies, programs, and activities are carried out in compliance with all applicable law.

The Firm will provide these services in a timely manner. It will work closely with the Town Manager and be available for consultation with staff. The Firm will promptly respond to staff and Town Council members.

B. If the Firm determines that the best interests of the Town would be served by retaining outside counsel to represent the Town on a particular matter, the Firm shall inform the Town and request authorization to retain such outside counsel. Specifically, the Firm's duties under this Agreement do not include the following services, which the Firm expects will be primarily handled by outside legal counsel:

1. Administration and legal representation of workers' compensation claims and litigation, except for general legal advice in the area of workers' compensation and review of recommended settlements;

2. Negotiation and interpretation of M.O.U.'s with represented employees, disciplinary proceedings, and other matters related to labor and employment law, except to provide general legal advice on personnel matters related to the Town's rules and regulations, and to review the recommendations of outside counsel;

3. Legal services related to the issuance of municipal bonds;

4. Legal services related to liability claims and litigation tendered to the Town's insurer, except to provide general legal advice on matters related to the Town's processing of such claims and tenders, and to review the recommendations of outside counsel; and

5. Those matters as described in Section 7 below.

C. Insurance. The Firm agrees to maintain insurance in the following amounts:

1. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million Dollars (\$1,000,000) per incident.

3. Worker's Compensation insurance as required by the laws of the State of California.

4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best's Insurance Guide, or a California approved Surplus Lines carrier (e.g., Lloyd's of London).

2. Legal Fees, Costs and Billing Practices

The Firm's hourly billing rates for these services will be as follows:

Timekeeper	General (Non-Litigation) Services	Litigation Services and Reimbursement Matters
<i>Partner</i>	\$340	\$390
<i>Associate III</i>	\$315	\$365
<i>Associate II</i>	\$300	\$355
<i>Associate I</i>	\$285	\$335
<i>Planner</i>	\$285	\$335
<i>Paralegal</i>	\$215	\$255
<i>Law Clerk</i>	\$130	\$155

The Associate I category may include law school graduates who have not yet been admitted to a State Bar. Some Firm attorneys are only licensed to practice in states other than California; bar information for each attorney is available on the Firm's website (www.smwlaw.com).

Fees will be charged in increments of one-tenth of an hour.

In the event the Firm represents the Town either in litigation matters, or in matters in which the Town is reimbursed for the cost of attorneys' fees, for example in processing development applications ("Reimbursement Matters"), the Firm's fee would be at least the rate specified in the table above (\$390 per hour for Partners in 2023 as

annually increased consistent with this Agreement). For Reimbursement Matters, the Town will pay the greater of (1) the reimbursement rates listed in this Agreement, or (2) the rates actually reimbursed for the work.

The Firm will bear all expenses related to support staff, general overhead, continuing legal education, and attendance at public agency-law functions. The Firm will bill the Town for reimbursement for extraordinary costs incurred in the course of representation, including fees fixed by law or assessed by public agencies, messenger and overnight delivery services, postage, photocopying, and charges for electronic legal research. The Firm will not charge fees or costs for attorney travel time to and from the Town.

The Firm will provide detailed monthly billing statements for fees and costs incurred. Client agrees to pay the Firm's billed fees and costs within thirty days following billing.

3. Authorized Representative of Client

The Town Council as a whole shall direct the Firm's provision of services under this Agreement. The Town designates the Town Manager as the authorized representative to be the primary person to communicate with the Firm regarding the subject matter of this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between the Firm and other representatives of the Town. Unless directed otherwise by the Town, all correspondence and bills will be directed to the designated authorized representative.

4. Conclusion of Services, Discharge, and Withdrawal

Unless otherwise agreed in writing, our representation of Client under this Agreement will automatically terminate at the time we complete the legal services we have agreed to perform.

Client may discharge the Firm at any time by providing written notice to the Firm, which is effective upon receipt by the Firm. In the event of such discharge, if the Firm is Client's attorney of record in any proceeding, the Firm will promptly provide Client with a substitution of attorney form. Client will execute and return the substitution of attorney form immediately upon receipt from the Firm.

The Firm may withdraw upon 30 days' prior written notice, with or without cause. The Firm may withdraw at any time as permitted under the Rules of Professional

Conduct of the State Bar of California. A valid reason for withdrawal by the Firm would include, but not be limited to, Client's consent, Client's breach of this Agreement, Client's failure to pay fees and costs as provided in this Agreement, Client's conduct renders it unreasonably difficult for the Firm to carry out the representation effectively, or any fact or circumstances that would render the Firm's continuing representation unlawful or unethical.

At such time as the Firm's services conclude, all unpaid fees and costs will immediately become due and payable.

5. Client File

After the Firm's services conclude, the Firm will, upon Client's request, deliver to Client the file for this matter with the exception of attorney notes, correspondence, or memoranda not previously sent to Client if such material constitute attorney work product. Client agrees to pay copying and delivery costs as well as the reasonable hourly rates associated with locating, preparing, and transmitting the file (whether in paper or electronic form).

If Client does not request the file for this matter at the conclusion of representation, the Firm will retain the file for a period of five years after the matter is closed. If Client does not request delivery of the file for this matter before the end of the five-year period, the Firm will have no further obligation to retain the file and may, at the Firm's discretion, destroy it without further notice to Client.

6. No Guarantee

Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of this matter. The Firm makes no such promises or guarantees.

7. Conflicts Waiver and Consent

Please be advised that the Firm represents public agencies, private organizations, and individuals in a range of matters throughout California and on energy law matters throughout the United States. For example, as we have discussed, the Firm represents Peninsula Open Space Trust and Mid-Peninsula Open Space District on a wide variety of matters in San Mateo County. Accordingly, it is agreed, and Client hereby consents, that our attorney-client relationship with Client in this matter will not serve as a basis for the Firm's disqualification from representing other clients or parties in any legal proceedings, cases, controversies, or matters, other than those in which we represent

Client, except if and to the extent absolutely and non-waivably required by the Rules of Professional Conduct.

In particular, the Firm has disclosed to the Town an interest related to APN 077-070-240 that may create a legal conflict during the period when the Firm is serving as Interim Town Attorney. The Firm and the Town agree that the Firm's legal services described in Section 1 above exclude any services related to that parcel; the Town will be represented by other counsel on such matters, if and as needed. Notwithstanding the foregoing, the Firm's concurrent representation of other clients in matters related to the above-referenced parcel and the Firm's services as Interim Town Attorney on all other matters could put the Firm in a position of representing two clients whose interests are adverse. The potential for such a situation gives rise to the possibility of divided loyalty on the part of the Firm. Although we are not currently aware of any actual or reasonably foreseeable adverse effects of such potential divided loyalty, it is possible that such effects may arise. By signing and returning this Agreement, the Town consents to the Firm's continued representation of other clients in matters related to the above-referenced parcel, and waives and agrees not to assert any conflict of interest or seek to disqualify the Firm from representing other clients in matters related to the above-referenced parcel, notwithstanding any adversity that may develop between the Town and such other clients in the future. Catherine and Rene will be screened from the Firm's work for other clients in such matters, and will not work on such matters.

Except as described herein, the Firm does not believe it had, and shall not acquire, any interest not disclosed to Client that creates a legal conflict with its performance of services under this Agreement, unless the Town consents in writing to such conflict.

8. Electronic Communication Tools and Devices

In order to maximize efficiency and responsiveness in representing Client and preserve natural resources, we intend to use electronic communications tools and devices (such as email, electronic transfer and storage of documents, cellular telephones, and "smart phones") to a significant extent during our representation. The use of such devices under current technology may place Client's confidential information and privileges at risk. However, we believe the effectiveness and efficiency involved in use of these devices outweighs the risk of accidental disclosure, malicious access, or corruption or loss. By executing this Agreement, Client acknowledges Client's consent to the use of these tools and devices without any encryption or other special protections or backups.

9. Execution of Agreement

If this Agreement is satisfactory, please execute a copy and return it to me. This Agreement will be effective when it is signed by you. However, this Agreement will apply to any services we may provide in connection with the engagement before the execution date.

The undersigned represents and warrants that it is authorized to execute this Agreement and bind Client to its terms and conditions.

Unless otherwise prohibited by law, the Firm and Client agree that an electronic signature to this Agreement and an electronic copy of this Agreement have the same force and legal effect as an original ink signature transmitted in hard copy (e.g., transmission via email of a .pdf file containing a scanned or digitally applied signature).

We look forward to serving as Interim Town Attorney.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP



Catherine C. Engberg

Portola Valley Town Council
May 18, 2023
Page 9

This Legal Retainer Agreement for Interim Town Attorney Services was approved by the Town Council at its regular meeting of May __, 2023.

ACCEPTED AND AGREED:

Town of Portola Valley

_____ Date: _____

Jeff Aalfs, Mayor



TOWN OF PORTOLA VALLEY
Historic Schoolhouse
765 Portola Road
Portola Valley, CA 94028

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

COUNCIL MINUTES – MAY 10, 2023

1. CALL TO ORDER – 7:00 PM

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

Absent: None

2. FOUNDERS AWARD PRESENTATIONS

The Mayor and Council of the Town of Portola Valley conferred Founders Awards on Sue Crane and Gary Nielsen. Each made statements about their experiences serving the Town.

The following also spoke:

- Jon Silver
- Danna Breen

Recess: At 7:28 p.m. Mayor Aalfs called a break for refreshments.

Reconvene: At 7:40 p.m. Mayor Aalfs reconvened the meeting with all present.

3. ORAL COMMUNICATIONS

The following spoke during oral communications on non-agenda items:

- Jon Silver
- Rita Comes Whitney
- Dan Cornew
- Todd Van Horne
- Randy True
- Anne Kopf-Sill

4. CONSENT AGENDA

A. Approve Council Minutes

Action Minutes of April 28, 2023 – Special Meeting

Action Minutes of May 01, 2023 – Special Meeting

Action Minutes of May 01, 2023 – Special Meeting – AASC

Action Minutes of May 02, 2023 – Special Meeting

B. Approval of Warrant List – May 10, 2023

Vice Mayor Wernikoff pulled the May 1, 2023 minutes to correct the record. She voted in favor of appointing Rebecca Flynn; therefore, the ayes were Mayor Aalfs, Vice Mayor Wernikoff, and Councilmembers Taylor and Hufty. Councilmember Hasko voted no.

Motion: Councilmember Taylor made a motion, seconded by Vice Mayor Wernikoff to approve the Consent Calendar minus item 4.A.4. Unanimous.

Motion: Councilmember Hasko made a motion, seconded by Vice Mayor Wernikoff to approve Item 4.A.4. as corrected. Unanimous.

5. PUBLIC HEARING – ADOPTION OF HOUSING ELEMENT AND CONFORMING GENERAL PLAN AMENDMENTS

Mayor Aalfs reported on the Closed Session of May 9, 2023. With Councilmember Hasko recusing herself to avoid the appearance of a conflict of interest, the remaining Council voted four to zero to approve a tolling agreement with Public Safety 4 PV and to appoint an Ad Hoc Committee of Councilmembers Hasko and Taylor to negotiate a potential settlement with its principals.

Mayor Aalfs explained the Housing Element would be considered now and staff would answer questions on all matters except for the properties of 4370, 4388, and 4394 Alpine. These properties will be discussed later to allow Vice Mayor Wernikoff to recuse herself due to possible financial conflict of interest, and Councilmember Hasko to recuse herself due to proximity.

Planning and Building Director Laura Russell made a presentation and answered questions regarding everything other than the three Alpine properties.

The following spoke in public comments

- Nan Shostak
- John Silver
- Katherine Gilpin
- Serra Simbeck
- Rita Comes Whitney
- Peter Lipman
- Martin (no last name listed)
- Karen Askey
- Jim Stromberg
- Alex Von Feldt
- Greg Franklin
- Kristy Corley
- Ellen Vernazza
- Jeff Kraus
- Peter Draeger
- Randy True
- Todd Van Horne

Recess Meeting

At 9:33 p.m. Mayor Aalfs called for a ten-minute recess.

Reconvene Meeting

At 9:42 p.m. Mayor Aalfs called the meeting to order with the following present: Councilmembers Taylor and Hufty, and Mayor Aalfs. Councilmember Judith Hasko and Vice Mayor Sarah Wernikoff were absent for the purpose of abstaining from discussion and action on 4370, 4388, and 4394 Alpine due to conflicts of interest.

Motion: Councilmember Taylor made a motion, seconded by Councilmember Hasko, to include 4370, 4388, and 4394 Alpine in the sites inventory.

Ayes: Councilmember Taylor, Councilmember Hasko, and Mayor Aalfs.

Nays: None

Absent for abstention: Councilmember Hasko, Vice Mayor Wernikoff.

At 9:59 p.m., Vice Mayor Wernikoff and Councilmember Hasko returned to the Council meeting.

Motion: Councilmember Hufty made a motion, seconded by Councilmember Taylor to approve the Housing Element without Exhibit D. Unanimous

Motion: Councilmember Taylor made a motion, seconded by Councilmember Hasko to amend the Housing Element Attachment 1, Exhibit D. “Supplemental Findings Regarding Fire Safety Issues” by striking the sixth paragraph which begins with the word “Second,” approve the Housing Element as amended, and adopt the following resolution. Unanimous.

Resolution No. 2926-2023 of the Town Council of the Town of Portola Valley adopting the 2023-2031 Housing Element update and other General Plan amendments required to conform with the updated Housing Element.

6. REGULAR AGENDA

A. Participation in Multi-Jurisdictional Shared Housing Team

Motion: Councilmember Hufty made a motion, seconded by Councilmember Taylor to authorize the Interim Town Manager to execute the Letter of Intent to participate in the multi-jurisdictional Shared Housing Team.

B. Not-for-Profit Funding for agencies providing services benefiting the Town, its residents, or the larger Peninsula community, in an amount not to exceed \$21,621.

The following spoke in public comments:

- Rita Comes Whitney
- Betsy Morgenthaler
- Katherine Gilpin

Motion: Vice Mayor Wernikoff made a motion to approve \$15,000 and allocate funding on a pro-rata basis. Councilmember Taylor seconded and amended the motion to add that the Council will get clarification on CERT. The amended motion carried unanimously.

7. COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS

The Mayor announced that the liaison reports were in the agenda packet.

8. TOWN MANAGER REPORT

Interim Town Manager Young announced a Sheriff’s Department “show and tell” to be held May 24, 2023 and answered questions.

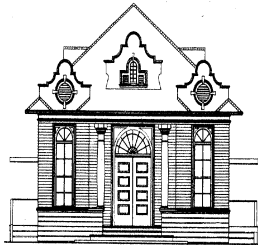
Rita Comes Whitney commented.

9. ADJOURNMENT

The meeting adjourned at 11:25 p.m. The next Regular Town Council meeting will be held on May 24, 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.



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Historic Schoolhouse
765 Portola Road
Portola Valley, CA 94028

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

COUNCIL MINUTES – SPECIAL COUNCIL MEETING
THURSDAY, MAY 11, 2023, 9:00 AM

1. CALL TO ORDER – 9:00 A.M.

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

Absent: None

2. ORAL COMMUNICATIONS

There were no speakers.

3. CLOSED SESSION – PUBLIC EMPLOYEE

Pursuant to Government Code Section 54957 Title: Town Attorney

At 9:01 a.m., the Mayor and Council adjourned to closed session. All members were present.

The meeting reconvened at 1:25 p.m. with all members present. There was no reportable action.

4. ADJOURNMENT

The Special Meeting adjourned. The next regular meeting of the Portola Valley Town Council will be held on May 24, 2023, at 7:00 p.m. in the Town Council Chambers.

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						
3141	3	A-A LOCK & ALARM INC	410.00	05/24/23		
3142	21	ALMANAC	594.00	05/24/23		
3143	41	AT&T	310.05	05/24/23		
3144	78	CALIFORNIA WATER SERVICE CO	7,049.33	05/24/23		
3145	80	CALPERS	8,943.33	05/24/23		
3146	121	SCA OF CA, LLC	1,782.06	05/24/23		
3147	129	COTTON SHIRES & ASSOC. INC.	18,640.60	05/24/23		
3148	135	CSG CONSULTANTS INC	18,630.25	05/24/23		
3149	176	EXCEL LD	33.14	05/24/23		
3150	184	FRIENDLY PONY PARTIES	2,625.00	05/24/23		
3151	193	GO NATIVE INC	25,731.50	05/24/23		
3152	195	GOOD CITY COMPANY	42,596.25	05/24/23		
3153	213	HILLYARD INC	406.81	05/24/23		
3154	215	HORIZON	405.43	05/24/23		
3155	234	J. W. ENTERPRISES	1,162.32	05/24/23		
3156	262	JORGENSEN SIEGEL MCCLURE & FLE	33,235.00	05/24/23		
3157	332	N.C.E.	4,496.25	05/24/23		
3158	364	PERS HEALTH	35,037.74	05/24/23		
3159	375	PLATINUM FACILITY SERVICES	5,216.68	05/24/23		
3160	385	RAY ROTHROCK	2,174.38	05/24/23		
3161	387	RELIABLE FIRE EXTINGUISHER CO	802.46	05/24/23		
3162	403	RON RAMIES AUTOMOTIVE INC.	1,064.07	05/24/23		
3163	411	SAN MATEO LAWNMOWER	161.82	05/24/23		
3164	482	TURF & INDUSTRIAL EQUIPMENT CO	19.26	05/24/23		
3165	505	WOODSIDE FIRE PROTECTION DISTR	55,915.36	05/24/23		
3166	518	GOT GOPHERS?	1,050.00	05/24/23		
3167	642	CYBERTARY.COM	1,139.60	05/24/23		
3168	729	TOWNSEND MANAGEMENT INC	960.00	05/24/23		
3169	730	URBAN PLANNING PARTNERS INC	348.30	05/24/23		
3170	798	DAVID YAN	3,707.42	05/24/23		
3171	860	STEPFORD	7,597.97	05/24/23		
3172	914	UNITED MECHANICAL INC	1,234.00	05/24/23		
3173	946	JARVIS FAY LLP	3,648.00	05/24/23		
3174	949	PINPOINT TALENT, LLC	12,020.00	05/24/23		
3175	983	STEVE GOLDBAND	500.00	05/24/23		
3176	990	OAKMEAD PRINTING INC	2,973.48	05/24/23		
3177	991	LAND ECON GROUP	18,150.00	05/24/23		
Check totals:			320,771.86			
ACH totals:						
EFTPS totals:						
Wire transfer totals:						
Payment Manager totals:						
GRAND TOTALS			320,771.86			

Check totals:	320,771.86
ACH totals:	
EFTPS totals:	
Wire transfer totals:	
Payment Manager totals:	
GRAND TOTALS	320,771.86

Check Date	Check Number	Special Information	Net Check Amount	Total Invoices Paid	Invoice Number
Vendor: 05/24/23	3141	3 A-A LOCK & ALARM INC Locksmith Service, Adjust the door and Lubricate Rods	410.00	410.00	307498
Vendor: 3142	21	ALMANAC March Publishing	594.00	594.00	78338
Vendor: 3143	41	AT&T April Statement April Statement April Statement	310.05	49.14 211.77 49.14	000019898801 000019898802 000019898803
Vendor: 3144	78	CALIFORNIA WATER SERVICE CO Water Service 04/13/23 - 05/10/23	7,049.33	7,049.33	APRIL-2023
Vendor: 3145	80	CALPERS April Unfunded Liability	8,943.33	8,943.33	100000017128249
Vendor: 3146	121	SCA OF CA, LLC April Litter/Street Clean	1,782.06	1,782.06	105967CS
Vendor: 3147	129	COTTON SHIRES & ASSOC. INC. April Applicant Charges, PV Safety Element & PW Evaluations	18,640.60	18,640.60	2023-APRIL
Vendor: 3148	135	CSG CONSULTANTS INC March Code Enforcement/Bldg Insp & Review Svcs.	18,630.25	18,630.25	MARCH-2023
Vendor: 3149	176	EXCEL LD April Telephone LD Service	33.14	33.14	1196399956
Vendor: 3150	184	FRIENDLY PONY PARTIES Package 3 Ponies/Large Zoo	2,625.00	2,625.00	05202023
Vendor: 3151	193	GO NATIVE INC Open Space Maintenance, Feb-April PV Town Center Foreman & Technicians- March	25,731.50	19,795.50 5,936.00	3742 3743
Vendor: 3152	195	GOOD CITY COMPANY Planning Consultant Svcs - March	42,596.25	42,596.25	3070
Vendor: 3153	213	HILLYARD INC Janitorial Supplies Janitorial Supplies	406.81	144.20 262.61	605112136 605113693
Vendor: 215		HORIZON			

Check Date	Check Number	Special Information	Net Check Amount	Total Invoices Paid	Invoice Number
05/24/23	3154	Purchase of Irrigation Supplies	405.43	405.43	1N546634
Vendor:	234	J. W. ENTERPRISES			
	3155	Portable Lavs 03/09/23 - 04/05/23	1,162.32	313.44	249315
		Portable Lavs 03/09/23 - 04/05/23		229.44	249316
		Portable Lavs 04/06/23 - 05/03/23		390.00	250002
		Portable Lavs 04/06/23 - 05/03/23		229.44	250003
Vendor:	262	JORGENSEN SIEGEL MCCLURE & FLE			
	3156	March Statement	33,235.00	33,235.00	MARCH-2023
Vendor:	332	N.C.E.			
	3157	2023/2024 Street Resurfacing Services through 04/14/23	4,496.25	3,326.25	424265503
		2022/2023 Street Resurfacing Services Through 04/14/2023		1,170.00	424275511
Vendor:	364	PERS HEALTH			
	3158	April Health	35,037.74	18,588.98	100000017116093
		May Health		16,448.76	100000017145896
Vendor:	375	PLATINUM FACILITY SERVICES			
	3159	Cleanup Following Volunteer Appreciation Event	5,216.68	280.00	46443
		April Janitorial Svcs		4,488.67	46367
		April Friday Disinfection Svcs- Covid 19		448.01	46368
Vendor:	385	RAY ROTHROCK			
	3160	Reimbursement, Equipment for EPC Communications	2,174.38	2,174.38	FRRC-23-4
Vendor:	387	RELIABLE FIRE EXTINGUISHER CO			
	3161	Annual Fire Extinguishers Service & Parts	802.46	802.46	2305103
Vendor:	403	RON RAMIES AUTOMOTIVE INC.			
	3162	April Fuel Statement	1,064.07	526.53	G20230430-2
		Lawn Mower -Battery Supplies & Battery Cable Assembly		146.56	74347
		Vehicle Maintenance		390.98	74264
Vendor:	411	SAN MATEO LAWNMOWER			
	3163	Tools/Equipment Repair	161.82	161.82	229268
Vendor:	482	TURF & INDUSTRIAL EQUIPMENT CO			
	3164	Supplies/Parts	19.26	19.26	IV45358
Vendor:	505	WOODSIDE FIRE PROTECTION DISTR			
	3165	2/01/23-3/31/23 Fire Mitigation Support Crew, Storm Cleanup	55,915.36	55,915.36	WFPD CREW-1016

Check Date	Check Number	Special Information	Net Check Amount	Total Invoices Paid	Invoice Number
Vendor:	518	GOT GOPHERS?			
	3166	Town Fields Gopher Trapping- April 2023	1,050.00	1,050.00	43981
Vendor:	642	CYBERTARY.COM			
	3167	February-March Transcription Services	1,139.60	930.55	4689
		March Transcription Services		209.05	4704
Vendor:	729	TOWNSEND MANAGEMENT INC			
	3168	2022-2023 Street Resurfacing Inspection Services	960.00	960.00	200221-04-23
Vendor:	730	URBAN PLANNING PARTNERS INC			
	3169	PV Housing/Safety Element Update- March	348.30	348.30	22008-230331
Vendor:	798	DAVID YAN			
	3170	Deposit Refund, 17 Redberry Ridge	3,707.42	3,707.42	15794
Vendor:	860	STEPFORD			
	3171	May IT Support	7,597.97	3,920.00	2301186
		Onsite Field Services - March		337.50	2306212
		Onsite Field Services - March		1,050.00	2306213
		Field Service - April		600.00	2306267
		Hewlett Packard, HP Z27k G3 - LED Monitor		1,209.47	2301286
		Veeam Backup and Replication for Disaster Recovery for May		453.00	2301281
		Microsoft Office 365 Plan - May		28.00	2301218
Vendor:	914	UNITED MECHANICAL INC			
	3172	Inspection and Testing of 7 BackFlow Devices	1,234.00	1,234.00	76612
Vendor:	946	JARVIS FAY LLP			
	3173	Legal Services-Housing Element March	3,648.00	3,648.00	17478
Vendor:	949	PINPOINT TALENT, LLC			
	3174	Temp Service, H. Singh 5/01/23 - 5/07/23	12,020.00	1,980.00	5941
		Temp Service, S. Ahmad 5/01/23-5/07/23		3,040.00	5942
		Temp Service, H. Singh 5/08/23 - 5/14/23		1,980.00	5961
		Temp Service, S. Ahmad 5/08/23-5/14/23		3,040.00	5962
		Temp Service, H. Singh 4/10/23 - 4/16/23		1,980.00	5863
Vendor:	983	STEVE GOLDBAND			
	3175	Deposit Refund, 187 Bolivar	500.00	500.00	14890-1
Vendor:	990	OAKMEAD PRINTING INC			
	3176	Wildfire Preparedness Committee Print & Mail Project	2,973.48	2,973.48	47842

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TOWN OF PORTOLA VALLEY

Warrant Disbursement Journal

May 24, 2023

Claims totaling \$320,771.86 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

PROCLAMATION

*The Town of Portola Valley Designating June 2023 as
Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, and Two Spirit*

Pride Month

WHEREAS, the Town of Portola Valley is honored to kick off Pride Month and celebrate members of the Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, and two-spirit (LGBTQQI2S) community who live and work here; and

WHEREAS, the Town aligns with countywide initiatives and policies that advance the LGBTQQI2S community's journey toward equality, and strives to create a safe, inclusive society in which all community members are treated fairly, with dignity and respect in all settings; and

WHEREAS, the San Mateo County Health System's Pride Initiative has advocated for a welcoming environment for LGBTQQI2S people and have made important, varied, and lasting contributions to San Mateo County; and

WHEREAS, the Town of Portola Valley takes pride in the fact that we are a vibrant, diverse community and proudly joins San Mateo County and our neighboring communities as we strive to build a stronger, better state and nation for all residents; and

WHEREAS, as June 2023 marks the 54th anniversary of the Stonewall Uprising in New York City, the Town of Portola Valley is dedicated to continuing efforts to ensure equality and respect for all; and

NOW, THEREFORE, the Town Council of the Town of Portola Valley, California hereby designates June 2023

*Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex,
and Two-Spirit Pride Month*

Be It Further Resolved, The Town of Portola Valley urges all residents to join in recognizing the culture, accomplishments, and contributions of LGBTQQI2S people, and to work to help advance the equality of LGBTQQI2S people.


Jeff Aalfs, Mayor
May 24, 2023



TOWN OF PORTOLA VALLEY

STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Corie Stocker, Assistant Town Manager/Acting Town Clerk 

DATE: May 24, 2023

RE: Wildfire Preparedness Committee Meeting Time Change

RECOMMENDATION

Staff recommends that the Town Council approve changing the meeting time for the Wildfire Preparedness Committee from 7pm on the 4th Thursday of each month, to 4pm on the 3rd Wednesday of each month.

DISCUSSION

In the past the Wildfire Preparedness Committee met at 7:00pm on the 4th Thursday of each month. On April 27th, the committee voted to move the future meeting time to the 3rd Wednesday at 4:00pm. This adjustment was pre-approved by the previous Town Clerk.

There are two other meetings on the 3rd Wednesdays:

- Trails and Paths Committee meets at 9:00am
- Planning Commission meets at 7:00pm

The 4:00pm meeting would not likely affect the other meetings that day.

This change would be effective in June, adopting the new time at 4:00pm on June 21, 2023, and carry on from there each third Wednesday at 4pm.

FISCAL IMPACT

There is no fiscal impact to this request.

ATTACHMENT

1. Minutes from the April 27, 2023, Wildfire Preparedness Committee Meeting



TOWN OF PORTOLA VALLEY
Wildfire Preparedness Committee
Thursday, April 27, 2023 – 7:00 PM
Hybrid on Zoom
765 Portola Road, Portola Valley, CA 94028

ACTION MINUTES

A recording of the meeting is [here](#)

Call to Order at 7:00 PM: Chair Jennifer Hammer

1. Roll Call

Present: Wanda Ginner, Jennifer Hammer, MJ Lee, Council Liaison Craig Taylor
Absent: Nona Chiariello, Dee Bailey
Guests: none

2. Oral Communications for items not on the agenda

Chair Hammer announced that the recording of the Mar-23-2023 WPC meeting was lost.

The Committee expressed birthday wishes to Chair Hammer, who postponed any celebration in order to concentrate on the Wildfire Preparedness Fair.

There was no public comment.

3. Approve Minutes of previous meeting

The minutes of Mar-23-2023 were approved unanimously by a show of hands.

NEW BUSINESS

4. Fire Marshal update

No report as Marshal Bullard was absent.

Craig Taylor mentioned that Mayor Jeff Aalfs spoke at the [Apr-25-2023 WFPD Board Meeting](#), where there was to be a first reading of Ordinance No. 13-2023, District Fire Prevention Code. The reading was postponed to a later date. WPC resumed discussion in the Home Hardening subcommittee update.

5. New WPC Meeting Time

Starting May-17-2023 and pending Town Council approval, the WPC will meet on the 3rd Wednesday of the month at 4:00 PM.

The goal of the day/time change to an afternoon meeting is to enable better WFPD and Town staff participation. Craig Taylor may have an occasional schedule conflict with a WPV-Ready meeting.

Motion carried unanimously - Ginner/Lee (M/S)

6. Discussion on Town Council Priorities

Craig Taylor shared the Mar-8-2023 Council Priorities. Discussion was tabled until the May-meeting.

7. Proposal For Simplifying and Clarifying Committee Operations

The Committee of Committees seeks input on its first draft of an initiative to provide alternative operational choices for committees. Committees could operate as a Brown Act Committee, a Non-Brown Act Committee, or a Group. Today's discussion was around what kind of processes would WPC want if we were a non-Brown Act committee, and what questions do we have.

For a non-Brown Act committee there would be:

- No legal requirement for minutes, agendas, or meeting notifications
- Meetings could be completely on zoom
- Meetings would only be recorded if needed
- Quorum might not be necessary or could be applied as needed
- WPC appointments would be approved by a Council sub-committee
- No requirement for committee transparency

Possible questions to include in Chair Hammer's response to the draft:

- Can we still advise the Council if we are non-transparent?
- Since the Member Handbook would need to be updated, can it include a Code of Conduct? E.g., should a member continue if they sue the Town?
- How would being a non-Brown Act committee protect its members from future lawsuits like the one filed by Rusty Day on Jun-2-2022?
- The draft proposes that agendas be reviewed by the Council liaison, which Chair Hammer would prefer to remain with the Town Manager only

8. Review of the 2023 Wildfire Preparedness Fair

Chair Hammer will present a report next month. She has been hearing very nice feedback and will send draft sections of her report to WPC members.

9. 2023-2024 WPC Budget discussion

Chair Hammer will submit a \$5,000 budget, same as last year, to be used for future handouts and mailings.

Motion carried unanimously - Ginner/Lee (M/S)

SUBCOMMITTEE AND STAFF/LIAISON UPDATES

10. Conservation Committee Update – Nona Chiariello

Nona Chiariello reported to Chair Hammer that the Conservation Committee reviewed the WFPD Ordinances 23-03 and 23-04 but did not have a copy of the actual drafts, as they must first go through WFPD legal review. Conservation formed a subcommittee to review the drafts when available.

11. Subcommittee Update – Home Hardening and Vegetation Management – MJ Lee

Because the Town had received little notice on Ordinance No. 13-2023, District Fire Prevention Code, WFPD tabled the first reading. Chair Hammer asked the subcommittee to review and summarize all the ordinances for the next WPC meeting. MJ Lee will inquire with Nona Chiariello about joining the Conservation subcommittee.

12. Subcommittee Update – Finance and Insurance – Jennifer Hammer

Homeowner insurance cancellations continue to be a problem. At the Fair, people reported to Chair Hammer that their insurance had been cancelled this month. While a few individuals have requested the WPC conduct a homeowner survey, there are privacy concerns that outweigh conducting one.

13. Staff Updates

No update as no Town representative was present

14. Meeting adjourned at 8:29 PM.

Next meeting Wednesday, May 17, 2023 at 4:00 PM.


/s/ MJ Lee



TOWN OF PORTOLA VALLEY

STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Howard Young, Interim Town Manager 

DATE: May 24, 2023

RE: Adoption of Resolution Approving a Three-Month Contract Amendment Between the County of San Mateo and the Town of Portola Valley for Law Enforcement Services

RECOMMENDATION

Staff recommends that the Town Council adopt a resolution approving a Three-month contract amendment to an existing agreement for Law Enforcement Services between the County of San Mateo and the Town of Portola Valley (Attachment 2).

BACKGROUND

The San Mateo County Sheriff's Office has provided law enforcement services for the Town of Portola Valley since before its incorporation in 1964, and under contract since 1983. The terms of the agreements between the Town and Sheriff's Office typically have been three-to-five-year terms. The current [contract](#), approved by the Town Council on July 11, 2018, is set to expire on June 30, 2023.

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

The Town Council held a study session at its April 26, 2023 regular meeting, with Sheriffs staff providing a presentation. The purpose of the study session was to provide background, information regarding the new proposed contract, and direction to staff and the Subcommittee on any desired modifications to the proposed agreement with the Sheriff's Office for police services. The proposed contract had an approximate increase of \$852,739 from the previous contract due to cost-of-living increases and operational costs that were not previously passed on to the Town. In light of the large cost increase, staff inquired about a potential contract extension to provide time to make decisions and properly determine additional funding sources or reduced staffing. During the study session presentation, Sheriff staff offered a three-month extension of July 1, 2023 – September 30, 2023 at the current

rates, in order to give the Council and community time to consider. Councilmembers indicated bringing a contract extension back to the Town Council to consider.

DISCUSSION

The attached contract amendment extends the existing contract by three additional months. The amendment provides the Town limited time to continue studying information regarding the new proposed Sheriff contract, fiscal impacts, and funding sources. Further study sessions concerning the new proposed Sheriff's contract are tentatively scheduled for June 14th and July 12th to provide direction with the intent to finalize a new contract. Of note, for timing on a new proposed Sheriff contract, if resolved, the Sheriff's Office will have to take a new proposed agreement to their Board of Supervisors, which the process could take upwards of 6-8 weeks for approval.

FISCAL IMPACT

For FY 2023-24, the amount of this contract amendment is \$373,461. This amount represents an extension of the Town's FY 2022-23 lower rates for a quarter, providing a potential savings of approximately \$213,185 to the Town from the proposed FY 2023-24 contract rates for the July 1, 2023-September 30, 2023, timeframe. The proper funding amounts will be placed in the upcoming FY 2023-24 budget per the Town's usual process.

ATTACHMENTS

1. Resolution
2. Proposed Sheriff Contract Amendment One
3. 2018 Sheriff Contract

ATTACHMENT #1

RESOLUTION NO. _____-2023

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY
APPROVING A THREE-MONTH CONTRACT AMENDMENT FOR LAW
ENFORCEMENT SERVICES BETWEEN THE TOWN OF PORTOLA VALLEY AND
THE COUNTY OF SAN MATEO**

WHEREAS, the Town Council of Portola Valley has read and considered the contract amendment for law enforcement services for Fiscal Year 2023-24 from July 1, 2023, to September 30, 2023 between the Town and the County of San Mateo.

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

Section 1. Public interest and convenience require the Town of Portola Valley to enter into Amendment One as described above.

Section 2. The Town of Portola Valley hereby approves Amendment One and the Mayor is hereby authorized on behalf of the Town to execute the Agreement between the Town of Portola Valley and the County of San Mateo.

PASSED AND ADOPTED this 24th of May 2023.

By: _____

Jeff Aalfs, Mayor

ATTEST:

Corie Stocker, Assistant Town Manager/Acting Town Clerk

AMENDMENT ONE

TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE COUNTY OF SAN MATEO AND THE TOWN OF PORTOLA VALLEY

This **FIRST AMENDMENT** to the Agreement for Law Enforcement Services, dated for reference purposes only as of May 1, 2023, is made between the Town of Portola Valley, hereinafter referred to as "Town" and the County of San Mateo, State of California, hereinafter referred to as "County."

WITNESSETH

WHEREAS, on July 1, 2018, the Town and County entered into an Agreement (Resolution No. 076145) for the performance of the agreed upon law enforcement services within its boundaries by the County through the Sheriff; and

WHEREAS, Resolution No. 076145 authorizes the Sheriff or Sheriff's designee to accept or execute notices, documents, and amendments associated with this Agreement; and

WHEREAS, both parties wish to amend the Agreement to extend the term and increase the amount.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Paragraph 3, Payments, of the Agreement is amended to read as follows:

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 SEVEN HUNDRED SIX THOUSAND NINE HUNDRED FORTY-SEVEN DOLLARS AND NO CENTS (\$6,706,947.00)**.

2. Paragraph 4, Term, of the Agreement is amended to read as follows:

4. Term

This Agreement shall be in full force and effect from **JULY 1, 2018 TO SEPTEMBER 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 June 15, 2023 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.

3. "Exhibit B – Payments and Rates", to the Agreement is hereby deleted in its entirety and replaced with "Exhibit B –Payments and Rates (Revised May 2023)", attached hereto and incorporated by reference.
4. This Amendment One is hereby incorporated and made a part of the original Agreement and subject to all provisions therein. All other terms of the original Agreement not in conflict with Amendment One remain in effect and are incorporated by reference.

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: _____
SHERIFF CHRISTINA CORPUS

DATE: _____

TOWN OF PORTOLA VALLEY

BY: _____
MAYOR

DATE: _____

ATTEST:

BY: _____
TOWN CLERK

Exhibit B – Payments and Rates

(Revised May 2023)

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):

1. CHARGES FOR SERVICES

Town agrees to pay County for services set forth herein.

	FY 2018-19	FY2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24* (July 1, 2023 – Sept 30, 2023)	TOTAL
Law Enforcement Services	\$745,821	\$830,130	\$919,394	\$1,019,037	\$1,128,323	\$282,081	\$4,924,785
Supplemental Law Enforcement Services	\$312,457	\$323,393	\$337,946	\$351,464	\$365,522	\$91,380	\$1,782,162
TOTAL	\$1,058,278	\$1,153,523	\$1,257,340	\$1,370,500	\$1,493,845	\$373,461	\$6,706,947

*Town will be charged 25% of the FY 2022-23 rate for the first quarter of FY 2023-24.

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	FY 2023-24 (July 1, 2023 – Sept 30, 2023)
September 30	\$264,569.50	\$288,380.75	\$314,335.00	\$342,625.00	\$373,461.25	Town will be invoiced on July 1, 2023
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	\$373,461

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 Financial Services Manager Deniz Tunc at DTunc@smcgov.org or mailed to:

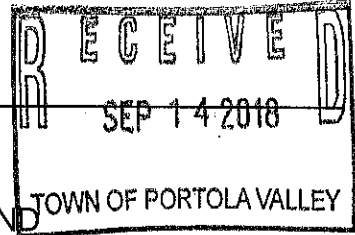
San Mateo County Sheriff's Office
Attn. Fiscal Bureau
400 County Center, 3rd Flr
Redwood City, CA 94063

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. Any said costs will be in addition to payments specified in Sections 1 and 2 above.



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 State 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.

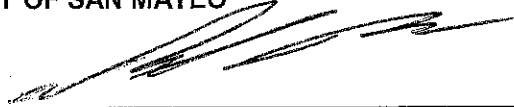
16. DISPUTE RESOLUTION

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.

* * *

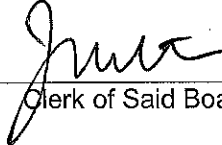
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

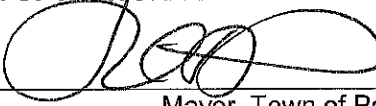
By: 
President, Board of Supervisors, San Mateo County

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 ValleyIn 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	FY2019-20	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

STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Laura Russell, Planning & Building Director

DATE: May 24, 2023

RE: Annual Housing Element Progress Report for 2022

RECOMMENDATION

Staff recommends receiving the report and providing any comments to staff for inclusion in the submittal to the Department of Housing and Community Development.

BACKGROUND

The Town of Portola Valley's Housing Element examines the success of past housing efforts, evaluates the need for and status of housing in the town, considers constraints to expanding the housing supply, and identifies sites available for housing. The Housing Element also responds to requirements set forward in the California Government Code.

State law requires that the Town submit a Housing Element Annual Progress Report (APR) to the California Department of Housing and Community Development (HCD) and the governor's Office of Planning and Research (OPR). State law also requires that the governing body consider the APR at a public meeting where members of the public are invited to comment. This report must be provided on forms developed by HCD and completed by Town staff each year. The information collected for the report covers each calendar year. The Town's progress towards meeting its goals is tracked through issued building permits in the calendar year. Staff have prepared the Town's APR covering the 2022 Calendar Year. This is the last year of reporting for the 2015-2022 Housing Element, also called the 5th Cycle.

Town Council adopted the new Housing Element for the 2023-2031 planning period on [May 10, 2023](#)

DISCUSSION

The Town of Portola Valley's RHNA for the 5th Cycle was 64 net new units for the 2015 to

2022 planning period. In 2022, 8 building permits were issued for net new housing units which consisted of six Accessory Dwelling Units (ADUs) and two single family dwellings. The new total number of net new units during this RHNA cycle is 108. Portola Valley has continued to make progress towards increasing the housing stock and has exceeded the total number of units assigned to the Town through the RHNA process; however, there is a deficiency in the low-income category. This is due to the allocation formula that was used to assign the ADUs; this formula comes from the 2015 Housing Element. The units are distributed across income categories as shown in the table below.

Town's Progress in Meeting RHNA Goals

Income Category	RHNA Allocation	2022 Units (permits issued)	Total Units to Date	Remaining RHNA
Very Low	21	3	41	
Low	15	1	9	6
Moderate	15	1	16	
Above Moderate	13	3	42	
Total	64	8	108	

The Annual Report also includes reports on the Programs in the Housing Element, which are included below.

Program 1: Inclusionary Housing

The Town Council adopted the Housing Strategic Plan in 2016 and the implementation was ongoing through the planning period. In 2016, Council postponed additional work on the inclusionary housing program to ensure the approach was comprehensive in light of other housing efforts. In late 2018, Council formed a Subcommittee to discuss the potential changes to the Inclusionary Housing Program and how to use the existing funds. That work was postponed by the pandemic. The Town Council recognized that the increase in the Town's RHNA for the 2023-2031 Housing Element Update (6th Cycle) would be significant and that more broad housing solutions would be necessary to meet the Town's housing obligations in coming years. The 6th Cycle Housing Element includes a goal to amend the zoning ordinance to establish inclusionary housing requirements for new multi-family developments to complement the existing inclusionary requirements for projects with subdivisions. Town Committee began discussion of how the Inclusionary Housing Funds should be spent during the 6th Cycle.

Program 2: Affiliated Housing

Priory School completed construction on six units of housing in 2021. Stanford's 39 unit housing project (inclusive of 12 BMR units) for the Wedge Property is currently in review. The Sequoias conducted geologic feasibility studies and is considering a project with additional senior units and workforce housing; that project has been included in the 6th Cycle Housing Element. The Town Council voted to expand the Affiliated Housing Program to add three additional partners including Ladera Church, Christ Church and the Town itself.

Program 3: Second Units / Accessory Dwelling Units (ADUs)

Town Council approved the amendments outlined in the Housing Element in 2015. Additional amendments were adopted in compliance with 2017 State law changes. In 2017, the Town received a grant from Home for All to conduct community workshops on housing topics, which were held in 2018. Accessory Dwelling Units became a focus of that effort. In fall of 2018, additional zoning code amendments were considered to further encourage ADUs and allow ADUs in all zoning districts. The ordinance was adopted in early 2019. In 2021, the Town adopted another set of amendments for compliance with State law.

Program 4: Shared Housing

The Housing Element calls for the Town to work with HIP Housing to publicize their home sharing program to help increase resident participation. HIP Housing is a non-profit organization based in San Mateo County that seeks to invest in human potential by improving housing and lives. Staff helped promote the program by providing a booth at the Farmers' Market and forwarding their informational fliers to the PV Forum. Information on HIP's program is also available at Town Hall and the library, and on the Town's website. Staff plans to continue exposure to the program by including it in future discussions, coordinate with neighboring cities to established a shared housing staff person, and promote ADUs and housing options.

Program 5: Fair Housing

The Town has publicized the County-wide fair housing program Project Sentinel, a housing counseling agency, by making brochures and handouts available at both Town Hall and the library. Information on Project Sentinel is available on the Town website.

Program 6: Energy Conservation and Sustainability

The Town Council adopted an amendment to the green building requirements in 2022 that went into effect January 2023. Handouts and informational materials are available on the Town's website.

Program 7: Explore Future Housing Needs

Council identified housing as a significant priority three years in a row. In 2019, the Ad Hoc Housing on Town-Owned Property Committee reviewed properties owned by the Town that may be suitable for housing and reported back to Council. That process was valuable and resulted in a list of sites that have been used in the Housing Element Update process. Communications with residents on housing topics continued at a high level in 2022 and resulted in the draft 6th Cycle Housing Element.

Program 8: Transitional and Supportive Housing Ordinance Amendments

The Transitional and Supportive Housing Code amendments were completed in late 2022. In December 2021, the Town approved a Supportive Housing project with 11 units for adults with developmental delays.

ATTACHMENT

1. EXCERPT: Annual Housing Element Progress Report for Calendar Year 2022

Jurisdiction	Portola Valley	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table A2															
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units															
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4								5
Prior APN ⁺	Current APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement Date Approved	# of Units issued Entitlements
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0		0
	079-192-090	391 Canyon Drive		BLDR0055-2022	ADU	R									0
	079-130-550	4660 Alpine Rd		BLDR0087-2022	ADU	R									0
	077-300-130	4 Navajo Pl		BLDR0144-2021	ADU	R									0
	077-051-030	35 Possum Lane		BLDR0160-2021	ADU	R									0
	079-073-080	99 Hillbrook Dr.		BLDR0129-2021	ADU	R									0
	076-261-290	846 Portola Rd.		BLDR0030-2021	ADU	R									0
	076-261-290	846 Portola Rd.		BLDR0030-2021	SFD	O									0
	079-060-940	77 Palmer Lane		BLDR0176-2021	SFD	O									0
															0
															0

Portola Valley		Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
2022	(Jan. 1 - Dec. 31)	
5th Cycle	01/31/2015 - 01/31/2023	

Project Identification		Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy							
1		7							8	9	10							11
Current APN	Street Address	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>
Part Data Entry Below		0	3	0	1	0	1	3		8	0	1	0	0	0	0	0	
079-192-090	391 Canyon Drive		1						7/9/2022	1								
079-130-550	4660 Alpine Rd		1						11/10/2022	1								
077-300-130	4 Navajo Pl		1						1/6/2022	1		1						1/6/2022
077-051-030	35 Possum Lane				1				6/6/2022	1								
079-073-080	99 Hillbrook Dr.						1		1/24/2022	1								
076-261-290	846 Portola Rd.							1	1/12/2022	1								
076-261-290	846 Portola Rd.							1	1/12/2022	1								
079-060-940	77 Palmer Lane							1	4/29/2022	1								
										0								
										0								

Portola Valley	
2022	(Jan. 1 - Dec. 31)
5th Cycle	01/31/2015 - 01/31/2023

Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions
1		12	13	14	15	16	17	18
Current APN	Street Address	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?	Was Project <u>APPROVED</u> using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)
Start Data Entry Below			1	3	0			
079-192-090	391 Canyon Drive	0	1	N	N			Conservative interpretation of Countywide study
079-130-550	4660 Alpine Rd	0	1	N	N			Conservative interpretation of Countywide study
077-300-130	4 Navajo Pl	1	1	N	N			Conservative interpretation of Countywide study
077-051-030	35 Possum Lane	0	0	N	N			Conservative interpretation of Countywide study
079-073-080	99 Hillbrook Dr.	0	0	N	N			Conservative interpretation of Countywide study
076-261-290	846 Portola Rd.	0	0	N	N			Conservative interpretation of Countywide study
076-261-290	846 Portola Rd.	0	0	N	N			
079-060-940	77 Palmer Lane	0	0	N	N			
		0						
		0						

Portola Valley	
2022	(Jan. 1 - Dec. 31)
5th Cycle	01/31/2015 - 01/31/2023

Project Identification		Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
1		19	20			21	22	23	24	25
Current APN	Street Address	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
Start Data Entry Below			0							
079-192-090	391 Canyon Drive								No	
079-130-550	4660 Alpine Rd								No	
077-300-130	4 Navajo Pl								No	
077-051-030	35 Possum Lane								No	
079-073-080	99 Hillbrook Dr.								No	
076-261-290	846 Portola Rd.								No	
076-261-290	846 Portola Rd.								No	
079-060-940	77 Palmer Lane								No	



TOWN OF PORTOLA VALLEY

Liaison Memo

TO: Mayor and Members of the Town Council

FROM: Craig Taylor and Sarah Wernikoff

DATE: Wednesday, May 24th 2023

RE: Committee Operations Sub-Committee Update

OVERVIEW:

In 2022 the Council identified a review of Town committee operations as part of 2022-2023 Council Priority 3e: “Operational and Service Delivery Enhancements”; the specific direction was to “explore options to better serve and utilize Town committees and their operations” including a thorough review of the Town’s Commission & Committee Handbook. The goal of the initiative is to improve overall operational efficiency for both volunteers and staff – and to update, refine and clarify key elements of the Handbook.

At the February 8th meeting, the Council appointed council members Taylor and Wernikoff as the subcommittee of the Council to work on this priority with a goal of completion by June 2023.

In February, Councilmembers Taylor and Wernikoff met several times to discuss and review, and also met separately with the Town Manager, Town Clerk and Town Attorney to brainstorm challenges and possible options for improvement. The outcome of those meetings was to establish 2 possible structure alternatives in addition to the existing “Brown Act Committee”: a “Non-Brown Act Committee” and a “Group.”

On March 15, 2023, the subcommittee held a meeting with committee Chairs to solicit feedback about the process and proposed alternatives. As follow up from that meeting, the subcommittee requested each Chair share and solicit feedback about the proposed alternatives as described in the attached “Committee Structure Update” document with their respective committee members.

On May 31st the subcommittee is schedule to meet with the Chairs to review input and preferences from each committee. In the interim, the subcommittee has heard feedback that Parks and Recreation and Sustainability prefer the “Non-Brown Act Committee” structure. We have not heard feedback from other committees yet.

The subcommittee will bring this project back to Council for a comprehensive update, discussion, and approval of alternative structures in the coming months. Once any changes are approved, the

final steps will include incorporating the changes into the Town's Commission & Committee Handbook, as well as making other updates as needed.

DRAFT: Proposal For Simplifying and Clarifying Committee Operations

Goal

The goal of this initiative is to strengthen our volunteer community and improve overall operational efficiency for both volunteers and staff. Brown-Act rules, that generally assume more political governing bodies, can be cumbersome for our volunteer committee members and staff. Below are ideas for alternative committee structures that allow more flexible committee organization. This initiative is part of the 2022-2023 Council Priorities.

Process

Review the current operating procedures for committees (eg, Brown Act requirements, in-person vs remote participation) by the Committee of Committees (committee chairs or their representative, and the council subcommittee (Sarah and Craig)). The committee representatives would collect feedback from their respective committees to be incorporated into a working draft to be reviewed by the Committee of Committees and submitted to the Council.

Alternative Committee Structures For Discussion

How do we continue to support and enhance our volunteer culture of involvement and inclusiveness? Use both the volunteer and staff resources wisely? Possible committee structures are listed below for discussion and refinement. A Council subcommittee is called out in the table. This subcommittee is different from the Council Liaison. The purpose of the subcommittee is to ensure that there is coordination across all committees with respect to charter and membership without violating the Brown Act. For Brown Act Committees this role is fulfilled by the entire Council.

CRITERIA	Brown Act Committee	Non-Brown Act Committee	Group
Description	Current structure.	Closer to the original PV committee intent.	Supports key Town events, projects and initiatives.
Member Appointment	By Council	By Council subcommittee	Open membership
Meeting Requirement for Members	In person	In person or hybrid	In person or hybrid
Public Participation	In person or hybrid	In person or hybrid	In person or hybrid
Charter	Formal defined by the Council	Defined by the Non-Brown Act Committee, approved by Council subcommittee	
Noticing	Yes, per Brown (72 hrs)	Yes, TBD on exact timing	Yes, in Town calendar
Agenda Setting	Yes, per Brown Act, with review by Council liaison and Town Manager	Yes, with review by Council liaison (possibly self-serve in the future).	TBD

DRAFT: Proposal For Simplifying and Clarifying Committee Operations

Minutes	Yes, per Brown Act	Yes, non-Brown Act*	TBD
Council Access	Direct	Direct	Direct
Council liaison	Assigned	Assigned	Assigned
Staff member	Assigned	As needed	As needed
Issue resolution	As needed, Chair to Council liaison to Town Manager (to Council if needed)	As needed, Chair to Council liaison to Town Manager (to Council if needed)	As needed, Chair to Council liaison to Town Manager (to Council if needed)
PROS	<ul style="list-style-type: none">• Maximum oversight	<ul style="list-style-type: none">• Flexibility for committee members*• Hybrid meetings• Lower impact on staff/resources	<ul style="list-style-type: none">• Maximum flexibility for group members*• Hybrid meetings• Lowest impact on staffing/resources

* To be determined: Examples: simplify agenda setting and meeting noticing, provide flexibility on in-person requirements, determine quorum requirement, video recording, action vs detailed minutes, etc.

Questions for Committees to Consider:

1. Does the “Alternative Committee Structures” above seem like a step in the right direction?
2. Is your committee open to changing to an alternative non-Brown Act body? If so, is Alt 1 or Alt 2 appealing, or is there another alternative that would work better for your committee?
3. How should we handle hybrid meeting (zoom) participation for committee members and residents under the different alternative structures? Examples: full remote participation, limited participation, viewing only, no remote. Should it be uniform by committee type or at the discretion of each committee?
4. Type of minutes: action, summary or verbatim minutes?
5. Thoughts on reducing required staff time given we have 17 committees?
6. Do you have ideas for increasing volunteer participation?
7. How can we make it easier to volunteer?

Current Committee List (for reference)

Bicycle, Pedestrian, and Traffic Safety
Cable and Utilities Undergrounding
Conservation
Cultural Arts
Emergency Preparedness
Finance and Audit
Geologic Safety
Historic Resources
Nature and Science
Open Space
Parks and Recreation
Public Works
Race and Equity
Sustainability
Trails and Paths
Wildfire Preparedness
Woodside Highlands Road Maintenance

DRAFT: Proposal For Simplifying and Clarifying Committee Operations

Minutes From Committee of Committee Meeting 3/14/2023

Committee: Proposal for simplifying and clarifying committee operations

Tuesday, March 14, 2023

1. **CALL TO ORDER:** 4:40 PM
2. **PUBLIC COMMENTS:** None

Attending:

Town Council: Craig Taylor, Sarah Wernikoff

Judith Murphy (Moderator)

Bicycle Pedestrian and Traffic Safety: Ed Holland

Conservation: Catherine MaGill (Zoom)

Emergency Preparedness: Dale Pfau (Zoom), Jerry Shefren

Finance and Audit: George Savage

Geologic Safety: Nan Shostak, Gary Ernst, Chet and Bob Wrucke

Historic Resources: Nancy Lund

Open Space: Betsy Morgenthaler

Parks and Recreation: Patty Dewes

Public Works: Alex Doherty

Sustainability: Scott Elrod, Rebecca Flynn

Trails and Paths: Gary Hanning

Wildfire Preparedness: Jennifer Hammer

Public: Anne Kopf-Sill, Dave Cardinal, Rita Comes, Kristi Corley

3. DISCUSSION ITEMS

a. Discuss “Proposal For Simplifying and Clarifying Committee Operations” Craig opened the meeting by welcoming and thanking all who were attending, particularly given the weather conditions. The purpose of the meeting was to convene the Towns’ Committee Chairs to get their input on a framework for improving the overall operational efficiency for both volunteers and staff. This initiative originated as part of the Town Council’s 2022-23 Council Priorities. He stressed that this was NOT a decision-making meeting, but an introduction and invitation for discussion.

The meeting outcomes were to:

- Review the DRAFT of the alternative committee structures
- Gather initial POV, concerns, questions, etc.
- Incorporate the input and update the DRAFT
- Ask the Chairs to take the DRAFT to their Committees for discussion
- Reconvene, at some future date, to reiterate the proposal

The goal would be to take the proposal to the Town Council for approval, hopefully by the end of the fiscal year and then incorporate the changes in an overall update of the Committee Handbook.

DRAFT: Proposal For Simplifying and Clarifying Committee Operations

Sarah provided some background – we have about 400 volunteers in a town w/ ~3600 adults for a participation rate of 11%. This is great but there is feedback from the Committees and staff that:

- It is becoming increasingly challenging to accommodate and comply w/ Brown Act requirements
- There are opportunities to improve alignment between Town Council and Committee priorities
- Not all committee policies and procedures are being implemented consistently
- Aspects of the Committee Handbook are ambiguous and outdated
- All or some of these factors “may” affect our ability to attract more volunteers

Comments regarding the framework:

Point of Clarification: ANY committee appointed by the full Town Council (permanent or ad hoc) is subject to the Brown Act.

Point of Clarification: ALL our Committees are “advisory.” This means they might not have been subject to Brown Act requirements given that all decisions need to be reviewed by the Town Council before implementation. Only the Planning Commission and the ASCC can make decisions which can then be appealed to the Town Council, if needed.

Overall:

- Can the framework ID the committees that are “required” by the General Plan (Conservation, Trails, BPTS) and why? This would “help” the other committees have some clarification about what is squarely in column #1.
- Can the framework ID what actions committees in columns #2 and #3 can engage in. . . What types of decisions can they make, documents they can review?
- Charter – very important and must be defined clearly for all 3 columns
- Description – supportive of strong volunteer participation is true for all 3 columns
- Member appointment: Town Council subcommittee to approve member appointments is all they do; the committee’s primary relationship is still w/ their Council liaisons for all other business.
- Agenda setting: Would like clarity on this for Columns 2 & 3, sometimes staff input is helpful and/or needed.
- Council Liaison: A goal of this structure would be to strengthen the relationship between the Council liaison and the committees
- Issue resolution, does not need to go through all levels unless necessary
- Transparency is STILL very important; we will get judged on how well this is handled. Somewhere in the process, the public must have transparency, through budget review, Town Council review, some other method. . . ?

Overall comments:

- There is general support for the approach, outline, opening the discussion
- There is general agreement that committees would LOVE to have some flexibility and/or be released from Brown Act requirements.
- There is concern about transparency and communication, especially if it involves issues critical to our residents, i.e. safety

DRAFT: Proposal For Simplifying and Clarifying Committee Operations

- Concerned about enforcement. This will potentially put more work on the council liaisons to be gatekeepers
- Residents still want to participate; how do we ensure this will happen?
- Elephant in the room, do we have too many committees that spread our limited volunteerism too thin?
- Chairs should bring back examples from their committee discussions.
- Chairs should be **more specific about what is meant by transparency.** . .

Actions:

- Dewes to provide notes to Craig/Sarah
- DRAFT to be updated and distributed to all Chairs
- Chairs take DRAFT to Committees for review and discussion
- Chairs to provide feedback to Craig/Sarah (Dewes to consolidate)
- Next meeting TBD

3b. Council priorities rollout - Deferred

4. **ADJOURNMENT:** 6:20 PM



TOWN OF PORTOLA VALLEY

Liaison Memo

TO: Mayor and Members of the Town Council

FROM: Sarah Wernikoff

DATE: Wednesday, May 24th, 2023

RE: Parks & Rec Meeting May 16, 2023

OVERVIEW:

1. PV Land Acknowledgement: Feedback discussion led by Lucy Neely, Chair Race & Equity
2. Little People's Playground: Request from community member Ateret Haselkorn for new equipment for toddlers under age 5; committee approved motion to pursue concept with staff
3. Town Council 2023-2024 Priorities: Council liaison overview and Q&A
4. League Fees for Pickleball: Committee agreed to pursue further discussions with the League
5. Court Reservation Policy: Policy was reviewed with staff and will go into effect in June
6. Trivia Night Debrief: Great success!! ~ 100 people, 12 teams
7. Alpine Inn Parking: Discussion regarding updated lease; committee will pursue minimum of 30 parking spaces for the soccer field in Fall and Spring.



TOWN OF PORTOLA VALLEY

Liaison Memo

TO: Mayor and Members of the Town Council

FROM: Sarah Wernikoff

DATE: Wed May 24th 2023

RE: PVSD Monthly Meeting 5.9.23

OVERVIEW & HIGHLIGHTS:

1. **Signage:** PVSD planning illuminated signage on both campus (on building exterior) and will reach out to PV Ranch and ASCC for any input
2. **Campus Security/Perimeter Fencing:** Per recommendation of Sheriff, PVSD is exploring perimeter fencing on both campuses
3. **WFPD:** PVSD will reach out to WFPD to offer direct input on fire codes
4. **Construction Update:** Tour of new construction at CMS



TOWN OF PORTOLA VALLEY

SMC Library JPA Liaison Memo

TO: Mayor and Members of the Town Council

FROM: Sarah Wernikoff

DATE: Wednesday, May 24th 2023

RE: May 15th San Mateo County JPA Library Governing Board Meeting

OVERVIEW:

1) Received Presentation of Recommended 23-24 Fiscal Budget

Proposed FY 2023-24 Recommended Budget is balanced. Total Sources and Total Requirements in the FY 2023-24 Recommended Budget are \$75M. Total Revenue is \$40.6M and Net Appropriations, or the total operating budget, is \$53M. Salaries and benefits comprise the largest expense and total \$25.5M, representing 48% of the total operating budget. The budget sets Operating Reserves at \$4.7M and Capital Reserves at \$17.4M in compliance with the JPA Fund Balance Policy (15%).

Key projects for FY 2023-24 include: building new makerspaces; upgrading library conference rooms to be hybrid meeting compatible; expanding adult literacy services; implementing strategic outreach initiatives, including additional library outposts and replacing our bookmobile; continuing to enhance materials and collections, increasing meals services; pilots to bring social supports into libraries and 7 new positions.

2) Received Director's Report

- a. **Award:** San Mateo County Libraries named one of 30 finalists to receive the *Library Services Medal*, the nation's highest honor given to museums and libraries.
- b. **Virtual Book Clubs:** SMC is now the first public library to offer *Fable*, a brand-new virtual book club, a year-long pilot.
- c. **Expanding Access to Internet:** *California Digital Navigators Program* is a resource that helps California residents find low-cost internet service and provides one-on-one personal assistance with technology needs, including the opportunity to learn foundational computer and Internet skills, create email accounts, and find online resources to assist with career development using the *Career Pathways* platform; assistance is available in English and Spanish.

- d. **Memory Lab:** A digital archiving service dedicated to the preservation of rare and obsolete media, including precious family and community memories. Locations include Atherton, Brisbane, and Half Moon Bay libraries, as well as through the mobile Memory Lab, which will tour our other locations this summer.
- e. **Power Up Afternoons:** Afterschool programs for K-12th grade students continues to grow and find popularity among families (6,054 students participated February – March alone); participants enjoy STEM, art, mental health, and self-care themed activities.
- f. **Atherton Library Awards:** One of five libraries in the nation to be recognized by the American Institute of Architects (AIA) and the American Library Association (ALA) and Sustainable San Mateo County; recognized for being a sustainability champion as a low-carbon, zero net energy-ready, all-electric project with modular, multiuse spaces and ample use of daylighting and natural ventilation.
- g. **EPA Library:** A site has been secured for the new East Palo Alto Library, City Council members approved the purchase of land next to the EPACenter on March 21, 2023.
- h. **Network Upgrades for Power Outages:** Investments in upgrading infrastructure to support communities during weather events, including upgrading the Uninterruptible Power Supply (UPS) units with additional batteries. Libraries to have from 2-4 hours of network “up time” when they lose power.
- i. **Success of Library of Things initiative:** ebikes, electric cooking, mobile cave simulation for students, etc.
- j. **DISCUSSION:** The role of our libraries has evolved way beyond books:
 - Mental health support needs in libraries
 - Supporting the needs of the ESL population and expanding literacy: 40% of library users do not speak English in the home – we need the budget to reflect investments in programs that support literacy and language skills.

3) **Teleconference Meetings:** The motion to continue hybrid meetings passed.