



TOWN OF PORTOLA VALLEY

7:00 PM – Special Meeting of the Town Council
 Wednesday, October 11, 2017
 The Sequoias / Hanson Hall
 501 Portola Road, Portola Valley, CA 94028

SPECIAL MEETING AGENDA

7:00 PM - CALL TO ORDER AND ROLL CALL

Councilmember Derwin, Councilmember Aalfs, Councilmember Wengert, Vice Mayor Richards and Mayor Hughes

1. **PRESENTATION** – Recognition of Deputy Ron DeRespini (3)

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.

CONSENT AGENDA

The following items listed on the Consent Agenda are considered routine and approved by one roll call motion. The Mayor or any member of the Town Council or of the public may request that any item listed under the Consent Agenda be removed and action taken separately.

2. **Approval of Minutes** – Town Council Meeting of September 27, 2017 (4)
3. **Approval of Warrant List** – October 11, 2017 (14)
4. **Appointment by Mayor** – Member to the Conservation Committee (26)

REGULAR AGENDA

STAFF REPORTS AND RECOMMENDATIONS

5. **Recommendation by Finance Director** – Update on 2016-'17 Budget to Actuals (27)
6. **Report by Public Works Director** – Adopt a Resolution Amending the FY 2017/'18 Budget to Comply with SB-1 (28)
 - (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Amending The FY 2017-'18 Budget to Include a Proposed Project List as Required by SB-1 (Resolution No. __)
7. **Recommendation by Town Manger** – Appointment of a Public Safety Contract Subcommittee (36)
8. **COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS** (80)

Report by Town Council Members – Brief announcements or reports on items of significance for the entire Town Council arising out of liaison appointments to both in-town and regional committees and initiatives. *There are no written materials and the Town Council does not take action under this agenda item.*
9. **TOWN MANAGER REPORT** (81)

WRITTEN COMMUNICATIONS

10. **Town Council Digest** – September 29, 2017 (82)
11. **Town Council Digest** – October 6, 2017 (92)

ADJOURN TO CLOSED SESSION

12. **PUBLIC EMPLOYMENT**

Government Code § 54957(b)(1)

Town Attorney

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

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. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

AVAILABILITY OF INFORMATION

Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Portola Valley Library located adjacent to Town Hall. In accordance with SB343, Town Council agenda materials, released less than 72 hours prior to the meeting, are available to the public at Town Hall, 765 Portola Road, Portola Valley, CA 94028.

SUBMITTAL OF AGENDA ITEMS

The deadline for submittal of agenda items is 12:00 Noon WEDNESDAY of the week prior to the meeting. By law no action can be taken on matters not listed on the printed agenda unless the Town Council determines that emergency action is required. Non-emergency matters brought up by the public under Communications may be referred to the administrative staff for appropriate action.

PUBLIC HEARINGS

Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge any proposed action(s) in court, you may be limited to raising only issues you or someone else raised at the Public Hearing(s) described in this agenda, or in written correspondence delivered to the Town Council at, or prior to, the Public Hearing.

#1

There are no written materials for Presentation

PORTOLA VALLEY TOWN COUNCIL REGULAR MEETING NO. 955, SEPTEMBER 27, 2017

CALL TO ORDER AND ROLL CALL

Mayor Hughes called the Town Council's Regular meeting to order at 7:00 p.m. and led the Pledge of Allegiance. Ms. Hanlon called the roll.

Present: Councilmembers Mary Ann Moise Derwin, Jeff Aalfs, Ann Wengert; Vice Mayor John Richards, Mayor Craig Hughes.

Absent: None

Others: Jeremy Dennis, Town Manager
Cara Silver, Town Attorney
Susan Cope, Finance Director
Howard Young, Public Works Director
Sharon Hanlon, Town Clerk

ORAL COMMUNICATIONS

None

CONSENT AGENDA [7:01 p.m.]

- (1) Approval of Minutes: Town Council Regular Meeting of September 13, 2017. *[Removed from Consent Agenda.]*
- (2) Approval of Warrant List: September 27, 2017, in the amount of \$218,831.96
- (3) Recommendation by Planning Director: Adopt Proposed Ordinance Adding Chapter 15.22 to the Portola Valley Municipal Code to Establish Expedited Permitting Procedures for Electric Vehicle Charging Systems
 - (a) Second Reading of Title, Waive Further Reading, and Adopt an Ordinance of the Town Council of the Town of Portola Valley Adding Chapter 15.22 to the Portola Valley Municipal Code to Establish Expedited Permitting Procedures for Electric Vehicle Charging Systems (Ordinance No. 2017-421)

Councilmember Derwin moved to approve Items 2 and 3 of the Consent Agenda. Seconded by Vice Mayor Richards; the motion carried 5-0, by roll call vote.

(1) Approval of Minutes: Town Council Regular Meeting of September 13, 2017. Councilmember Aalfs moved to approve Item 1 after discussion. Seconded by Councilmember Wengert, the motion carried 5-0.

REGULAR AGENDA

COMMITTEE REPORTS & REQUESTS

- (4) Report from the Ad-Hoc Housing on Town Owned Property Committee

Town Manager Dennis provided a recap of the history of the Committee and the review process as detailed in the staff report.

Councilmember Wengert thanked Chip McIntosh and Steve Toben for the great work done on the Committee, and staff for aggregating all of the information. She said it was a very productive exercise and they learned a lot about properties they did not even know they had. She said they moved systematically through each Town-owned property to determine realistic potential for housing and all of the issues surrounding those kinds of decisions. She said the results were four potential properties. She said the recommendation of the subcommittee in the group, tasked with identifying communication strategies, said there would be a lot of hard work required in order to proceed with any proposed project development. She said the Town was recently awarded a \$23,000 grant by the County of San Mateo under the Home For All Program to help with the Town's communication efforts.

Steve Toben thanked staff for their terrific work on this exercise. He said Town Manager Dennis, Planning Director Pedro, and Town Attorney Prince conducted a tremendous amount of investigation, background, and exploration into the Town's inventory of property. He said it was eye-opening to him to realize how many different properties fell under the ownership of the Town, offering up some opportunities for the Town to move some property here and there and perhaps enhance our fund for housing. He said the Committee was very careful and thorough in looking at every possible opportunity for developing housing on Town-owned property. He said there was no sense that units of housing should be built on the Town Center campus; however, in the instance of the only four possible parcels, he said current regulations or modified regulations would permit one or more units of housing to be built. He said further steps will be a very serious undertaking for the Council and others involved in the Town. He said the subcommittee on communications and outreach believe the Town can do more to keep elevating this issue, keeping up the drumbeat in the community, and begin compiling and aggregating the knowledge in Town with regard to the housing deficits - both for those who serve our Town in myriad capacities as well as the Town residents. He said many in Town are lamenting the reality that either they're getting squeezed out of the homes they've owned forever and/or their kids no longer have any possibility of living anywhere close to Portola Valley. He said the Committee believes that narrative deserves more consistent attention. He said the ideas from the subcommittee included creating an ongoing forum for conversation about what's missing and what are the possibilities, including the possibilities for smart design and developing more forms of housing that would be entirely compatible with the aesthetic sensibility of the community. He said there have been enormous advances over the last several years in design innovations that the Committee think are fully compatible. He said there is a willingness on the part of the Committee to carry on with whatever the Council thinks the Committee might be able to contribute in the way of adding value beyond the work of the Committee so far. He said it was an honor to carry out this exercise in the service of the Town's very laudable aspirations to do something serious about this crisis.

Mr. Toben invited fellow Committee member Chip McIntosh to speak. Mr. McIntosh said the Town also needs to think about the best options to leverage the money currently in the fund, a topic worth studying.

Councilmember Wengert said this was one of the strongest ad hoc Committees she's been involved with in terms of willingness and ability to think through and come up with really creative ideas. Councilmember Derwin said everybody was on the same page from day one. Councilmember Wengert said she is interested and motivated to see that continue. She said as the Town moves forward, there could certainly be a role for the Committee in an outreach program with the assistance of the recently-received funding, looking at ways of leveraging the assets available that will not be used to develop housing, exploring ways to monetize some of those and apply those funds to housing, and exploring ways in which the Town might specifically use those funds. She said these are some ways this group can stay together to move forward in a material fashion with some urgency.

Chair Ross invited questions from the Council.

Vice Mayor Richards asked if, while analyzing the applicability of housing, it was considered how these properties might turn over as private properties for development. Mr. Toben said there were only a couple of parcels that seemed to have some potential for private development. He said they acknowledged it but did not delve into it. He said for some of the long skinny parcels, for example along Upper Alpine Road, Carter Warr thought that was exactly the kind of terrain for which these innovative designs, these tiny

houses, might be suitable. Mr. Toben said that their finding was that approximately 70 percent of the parcels were inappropriate for any kind of structural development.

Councilmember Aalfs asked, with regard to monetizing the parcels, if there was any market for the undevelopable properties. Mr. Toben said they could be attractive to an adjacent property owner for adding on, adjusting lot lines, and enhancing the spaciousness of their own parcels.

Councilmember Wengert acknowledged the arrival of Nicholas Targ, another Committee Member, and invited him to comment.

Mr. Targ said it was a very thoughtful group of people. He said there were a few well-defined tasks they were examining. He said they looked at the properties very methodically. He said there are a handful of people who served on the Committee who had experience with development and who brought what they do professionally to the table. In response to Councilmember Aalfs' question, he said there was examination of what could be done with the property from a private standpoint. He said they explored what modifications would need to be made from legal, entitlement, land use, and open space perspectives, and also with a public lens put on top of it for the recommendations. He said, as reflected in the report, there was a very small handful of properties that were at all viable from a development perspective, from public or private. He said it is not so much recommendation, but rather what in principle could be converted into developable sites. He said then it is up to the Town's leadership to decide whether or not that would be a good idea or whether there's a different approach that could be taken. He said the Committee is well led, thoughtful, very transparent, well noticed, and with a lot of attention to detail on the part of staff.

With no further questions, Mayor Hughes invited public comment.

Caroline Vertongen, 100 Palmer Lane. She said she knows the Town wants affordable housing and she has asked before if this is for the public education system or if it is for Stanford. She said the constituents, responsible American citizens, are being displaced and replaced by foreign, out-of-state, and undocumented immigrants. She said that's why Stanford has become one of the least favorable hospitals, because there is a lot of sepsis, pneumonia, infection control problems. She said the last time she spoke, her microphone was off. She said the Town Manager knows what's going on in the education and healthcare system because she's discussed it with him. She said she did not get any help from him or any other district representatives, who know very well what's going on. She said this month is Suicide Prevention Month and next month is Anti-Bullying Month. She said she did not come last year to ask the Council to sign the proclamation because they signed it and did not keep their promise. She said this is exactly what is happening throughout our education system. She said she is a responsible healthcare provider who had to disclose the massive healthcare fraud, who had to protect patients and had to disclose elder abuse and elder crimes. She said she cannot work because she's disqualified, but those who commit abusive, fraudulent, illegal, and criminal conduct continue to work here and are paid with her taxpayer dollars. She said what they do with their children is none of her business, but what they do with her taxpayer dollars is her business because now there is a lot of malevolent conduct being covered up. She said it's not just about bullying, it's mobbing, intentional group bullying – not just to expel them from the workplace or from the group, but also to threaten others from coming forward. She said the media doesn't want to report the facts. She shared a copy of her last letter to the Attorney General Becerra with some evidence and she hopes the Council will start understanding what's going on.

With no further public comment, Mayor Hughes brought the item back to the Council for discussion.

In response to Councilmember Derwin's question, Town Manager Dennis said there is no particular action or recommendation they are looking for, other than an acceptance of the report from the Committee. He said from a staff perspective, they are interested in any comments the Council has on the Committee's work, particularly if they want to keep the ad-hoc committee members on standby to assist in any additional work, particularly around the Home for All grant work or any of the communication work. He said there is a lot of other work the Town wants to do under the Housing Strategic Plan and this is one element of that.

Councilmember Derwin said, having worked with the Committee, it was one of the stronger ad-hoc committees she's been affiliated with and she would like to see them go forward. She said they could do outreach, communication, and education. She said they haven't discussed the four properties and they could examine the possibility of pursuing any of them. She would like to see some forward action coming out of this item, whether it's tasking this group with another mission and/or looking at the four properties to consider moving forward on one of them.

Town Manager Dennis said there will be a variety of efforts, as described in the Ad-Hoc Report around communication and engagement with residents, and certainly that feedback and information would be particularly useful in understanding what may come afterwards. He said it may be premature to speak specifically to the properties on the list and it may make sense to allow a communication and engagement effort to move forward and then see how that may fold into some further action or direction from the Council.

Councilmember Derwin asked if he was thinking about general communication about the housing crisis in the County and what people are being affected, for instance, losing the Town Attorney because she had to move to North Carolina because she couldn't afford a house here for her four children, or the Principal at Ormendale or even the Finance Director, who could not find a place to live here and had to move across the Bay and now commutes 1-1/2 hours. She said there are a lot of other staff members who are worried they will be evicted or their rent will rise 50 percent. She said it will be good to put a human face on what's really happening. Town Manager Dennis said two of the ideas on the Subcommittee's list of broad, inclusive efforts are to that point – that there are a number of stories that should be shared more broadly in the community about what's happening to those people who choose to work here and contribute to Portola Valley, and the idea of how smart design can lend to an acceptance of affordable housing. Councilmember Derwin said there are gorgeous designs out there for affordable housing.

Councilmember Wengert said she agreed that she wanted to keep this moving and expand it if there is a willingness. She asked if the Council thought it made sense to provide some initial thoughts as what the scope would be for their efforts, with input from some of the Ad-Hoc Committee members present, so there could be a meeting of the minds relative to bringing back the next generation of the scope, of what they think would work. She said depending on how large they want to make the group, they could use the whole group and have one more meeting to discuss that, or just do it in Subcommittee format where it could move a little more quickly to come forward with some very specific recommendations, including and prioritizing some of the things being discussed tonight.

Town Manager Dennis said they will learn more tomorrow about the Home For All grant. He said the new Communications and Sustainability Management Analyst, Ali Taghavi, will also provide some feedback regarding engagement issues. He said he would bring recommendations for community engagement at the October 25 Council meeting.

In response to Councilmember Wengert's question, the Committee members present expressed willingness to participate.

Vice Mayor Richards was supportive and said there is definitely an audience in Town for this narrative.

Councilmember Aalfs thanked all of the members for serving on the Committee. He asked if the goal of the communications activity was to build public support or if they were hoping to get to a point where they can take an action further down the road.

Councilmember Wengert said she hopes that some of the people that will be working with them now through the grant can answer that. She said that is the area of expertise they are bringing to the discussion – how to educate, build consensus, and the other elements that go into that strategy.

Councilmember Aalfs asked what would be requested of the public. Councilmember Wengert said probably participation as a first step, making sure people are paying attention and participating, not waiting until the end to speak up, saying they were unaware.

Councilmember Derwin said it is important for the Portola Valley citizens to understand that just because this is an affluent community out in the hills, there is still a responsibility, just like every other city in San Mateo County, to help with this crisis.

Mayor Hughes agreed with the other Councilmembers in support of the Ad-Hoc Committee staying active for potential future assignments. He thanked the Committee and staff for the work they've done. He said it was a narrowly focused effort with the intent of making sure to answer this question before moving on to the next questions. He said having done so, he agrees the Town should move forward and eventually build some housing. He said he thinks the Town is on the right path to that goal.

Councilmember Derwin moved to accept the report from the Ad-Hoc Housing on Town Owned Property Committee. Seconded by Vice Mayor Richards; the motion carried 5-0.

Mayor Hughes introduced the new Town Attorney, Cara Silver. Town Attorney Silver described her background and history with Portola Valley.

STAFF REPORTS AND RECOMMENDATIONS

- (5) Recommendation by Finance Director – Adoption of a Resolution Authorizing Consultant Service Agreement, Information Technology Services for Town Hall
- (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Approving and Authorizing Execution of an Agreement Between the Town of Portola Valley and the City of Redwood City (Resolution No. 2740-2017)

Finance Director Susan Cope said this item was being brought before the Council as a staff recommendation as opposed to a consent item, because historically there have been questions regarding these services. She said she has worked closely with the senior management, senior IT manager, and case manager of RWC-IT, and the new employee assigned to Portola Valley. She said staff has been very satisfied with the services provided by RWC-IT. She presented staff's recommendation as detailed in the staff report.

Mayor Hughes invited questions from the Council. Hearing none, he invited questions from the public.

Town Manager Dennis said he appreciated how hard Finance Director Cope has worked with RWC-IT. He said she has a knack and brain for understanding very complicated IT issues.

Mayor Hughes brought the item back to the Council for discussion.

Councilmember Derwin said she was happy to hear this. She said she remembered the spring of 2013. Finance Director Cope said staff has made a very strong case to not ever face that again.

Councilmember Aalfs moved to approve the Adoption of a Resolution of the Town Council of the Town of Portola Valley Approving and Authorizing Execution of an Agreement Between the Town of Portola Valley and the City of Redwood City IT Services. Seconded by Councilmember Derwin; the motion carried 5-0.

- (6) Presentation from Public Works Director – Pavement Treatment, Types, and Selection on the Roadway and Paved Shoulders

Public Works Director Howard Young said they had just finished the road paving and road widening projects and are about to file a notice of completion. He led a very comprehensive PowerPoint

presentation to Council describing road maintenance, how they decide on treatments, and where they spend the money. He described the types of treatment, the pavement management system, and how it relates to the region through the Metropolitan Transportation Commission (MTC), as well as the overall road maintenance strategy.

In response to Councilmember Derwin's question, Public Works Director Young said none of the paving materials were permeable.

Councilmember Derwin asked if the Town had ever considered not adding back curbs because best practices for storm water management or green infrastructures are no curbs so that the water can be slowed, spread, and sunk into the ground rather than having it all go into the storm sewer. Public Works Director Young said they do not put in curbs, which are expensive and not very rural, unless necessary to protect downhill slopes from erosion.

Councilmember Derwin said some cities and counties are conducting pilot road studies with regard to autonomous vehicles, installing fiber optics and sensors. She asked that Public Works Director Young keep that in mind so that after the technology evolves and when grants become available, perhaps Portola Valley could participate. Public Works Director Young said of course the Town wants to be on the cutting edge and as these things develop they will learn more and explore grant opportunities that encourage the Town to be involved in that.

Councilmember Wengert said the comments made with regard to playing catchup are predicated on the assumption of no increase in the budget for paving, which is not a fair comparison to make. She said there are generally increases in that budget depending on the quality of the roads. Public Works Director Young said they can discuss what the Council wants and the funds and resources.

Town Manager Dennis said there are other options that can be pursued and different choices that can be made with regard to road surfaces, depending upon available resources. He said the primary reason for this presentation is that staff has heard from members, particularly the bicycle community, related to the condition of the shoulders in the most current slurry seal location. He said they took that to heart and understood the criticism of that based on how the road is used by bicyclists. He said they wanted to provide the Council with a clear explanation of how it's been done to date. He said there are other ways to address issues, particularly as it relates to the road shoulders. He said the question comes back to Council as to how to use the resources – whether or not the Pavement Condition Index (PCI) is a figure that is important to the Town or perhaps it should not be the primary basis for decisions made moving forward. He said this will give staff plenty of time to start considering in the next budget cycle what a potential future set of road treatments will look like if the Council directs them to spend time considering the different uses as they relate to different parts of the road.

Mayor Hughes asked if the MTC software recognized the difference between an arterial road such as Portola Road, where there are a lot more cycles and less trucks and busses, and an arterial road such as El Camino, when deciding on what type of treatment to apply. Public Works Director Young said there is a weighted average between arterial, residential, and collector roads. He said the weighted average toward arterial is a human factor, custom items that staff makes decisions on with regard to following the Pavement Management System versus what is actually needed.

Councilmember Aalfs said the Town always goes with the lowest bidder for the roadwork. He asked if they have found any quality of work differences between the contractors from year to year. Public Works Director Young said there are differences, but there are Cal Trans standards to be followed, including full time inspectors, testing outfits, safeguards, tag collecting, photographs and reports. Public Works Director Young said they need to achieve 95 percent compaction. He said asphalt cannot be compared to slurry seal. He said when they go through the Pavement Management System and the Cal Trans standard, it is all based on vehicle traffic; however, the coarser surface that is desirable for cars is the opposite of what bicyclists want. He said the question becomes what the Town wants to provide for the bicyclists and the drivers, and in what direction the Council wants staff to take.

Councilmember Wengert said the 2004 asphalt overlay on Portola and Alpine lasted 13 years, longer than anticipated. She said the quality of that surface, from a user perspective, is dramatically different both for a driver and certainly for a cyclist. She said Public Works Director Young has done a fabulous job in maintaining the highest index in all of the roads and keeping them at top quality, but from her perspective as a cyclist, and to a lesser degree as a driver, the rate of that easing out of a pattern is very slow. She said she now looks forward to getting out of the Town's boundaries because it will be a smoother ride on both roads. She said she has heard consistent comments from her bicycling colleagues about their disappointment and asking for resolution. She said she understands that the top criteria was overall pavement management, with cost being at the top of that list, but she thinks the result is that the actual experience now is dramatically different, and not in a good way. She said that differential between asphalt and slurry seal has always existed, and there is a discussion to be had about why that decision was made in 2004 to spend the money for the overlay. She asked if there was anything to do in the short term to improve the road shoulders. She said it is very noticeable, dramatic, and there is some potential danger because of the dramatic ridges. She said the Town should examine the quality of experience the Town wants to give to the cyclists.

Vice Mayor Richards said, with regard to the longevity of an overlay, it was his understanding that depending on the quality of the base and the local conditions, an overlay will not last forever no matter how well it is maintained with a slurry and eventually another overlay will be required. Public Works Director Young said that is true.

Mayor Hughes asked if it was possible or if he had ever seen multiple surface treatments, such as one lane with one treatment and another lane with a different treatment, so that something smoother could be used on the shoulders. Public Works Director Young said this issue is very common for bicyclists, but because Portola Valley is a mecca for bicyclists, it is a more prominent issue. He said various options have been discussed, but not actually done. The slurry seal can be done only to the road and not the shoulder. Then the aesthetics, striping, and deterioration of the shoulder come into consideration. He said you could do a Type 1 on the shoulders and Type 2 on the lane, but those surfaces deteriorate at different rates and then there is a lip to deal with. He said because that is two different construction operations, the cost could potentially be as much as just doing the overlay to begin with.

Vice Mayor Richards asked about the possibility of rolling the shoulders. Public Works Director Young said that is another option. He said some contractors and engineers have said it may provide only some improvement, because the aggregate is a certain size. He said in the middle lanes it will be smooth because the tires wear the aggregate down; however, that doesn't happen on the shoulders.

Public Works Director Young said the last time they did a micro-surfacing and slurry seal to compare, and at that time the Council wanted the Type 2 slurry seal. He said the next time around, they can look at rolling the shoulders to see what kind of results they get.

Councilmember Wengert said that based on Public Works Director Young's chart, a resolution would not be for 3 to 5 or 4 to 6 years. She said this is enough of an issue and will continue to be an issue for the cyclists, and she would suggest not waiting to resolve the issues with the shoulders. She said it is important that the Town cyclists have an experience that is at least equal to the surrounding Towns. She said she is not recommending a particular surface, but it should be something that is better than what was just done. She said it is a much smoother ride once into Woodside on very old asphalt. She said she has the greatest respect for how Public Works Director Young has handled this process for many years, but she thinks in this situation cost should not be the top criteria for the experience given to the bicyclists riding through Town, particularly since cycling is one of the highlighted amenities of Portola Valley.

Public Works Director Young said he wanted to provide the best experience for the bicyclists, and that's why they used Type 2 instead of micro-surfacing. He said he does emphasize price a lot, but it is not ultimately price – it is doing the right thing for the street. He said if a street is deserving of a slurry seal but not an overlay, it is entirely up to the Town and a function of funds if they decide to go with the overlay. He said they want to deliver what the Town wants. He said it will be interesting to see what Woodside will do with their old overlay. He said past that, it is a slurry seal on Sand Hill and a Type 2 slurry seal was just

installed on Whiskey Hill. He said they can have further discussions with the Town Manager with regard to what the Council wants.

Vice Mayor Richards asked if a Type 1 could be put down over an existing Type 2 to fill in the voids. Public Works Director Young said they could, but there would be the stripe and an edge to contend with. In response to Mayor Hughes' question, Public Works Director Young said the surface is too set at this point to benefit from rolling it.

Mayor Hughes invited public comment.

Laurie Duval said that as a former cyclist and a current car driver, she wants everyone safe on the Town's roads. She asked if there was any benefit for the cyclists to have a rougher ride so they are a little more alert to the roads. Councilmember Wengert said although mountain bikes can handle the ridges, they throw the thinner bicycle tires.

Town Manager Dennis recommended that staff comes back to Council in the next month or so, providing some solutions for improving current paving on shoulders of arterial roads. He said as they prepare for next year's cycle they will also consider equally the impacts on both the bicyclist community and the automobile driver community, which may entail some innovative ideas, involving either putting more money into the budget to achieve that or keeping the budget where it is and working in fewer areas, with cost not being the primary driver for the arterial roads.

Mayor Hughes said for the purposes of bike friendliness, Portola and Alpine are the focus. He said he thinks everybody is satisfied with the collector and residential streets. He said he also would not want to make the roads more dangerous for automobiles, so would like to see a balance.

Councilmember Wengert said she spoke to a peloton who commented they were riding on the street because it was smoother than the shoulder. She said she does not want that behavior encouraged.

Town Manager Dennis asked if Councilmember Wengert could be a part of these conversations over the next few weeks. Councilmember Wengert agreed.

Town Manager Dennis expressed appreciation to Public Works Director Young for his presentation. He said Public Works Director Young takes an enormous amount of pride in the roads and they have always looked to the PCI. He expressed appreciation to the commitment Public Works Director Young had made to make this a great place for everyone to live. He said they were out this morning looking at traffic, and the number of people calling out "Hey Howard, how ya doin'?" was an incredible testament.

Public Works Director Young said a notice of completion will be submitted next month. He said the recently finished roads are in no form deficient of the Cal Trans standards and discussion about the smoothness of the road is not such a bad problem to have.

(7) Recommendation by Mayor – Formation of a Subcommittee to review Town Manager Contract.

Town Manager Dennis said his contract expires at the end of the year. He said the Council can decide by October 31 if they do not want to continue the contract. He agreed that it made sense to have a subcommittee to work through any issues or questions. Town Manager Dennis said he had no issues or questions from his end.

Mayor Hughes and Vice Mayor Richards volunteered to be on the subcommittee.

Councilmember Aalfs nominated Mayor Hughes and Vice Mayor Richards to serve on the subcommittee to review the Town Manager Contract. Seconded by Councilmember Wengert; the motion carried 5-0.

(8) COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS

Councilmember Derwin – She represented C/CAG at the ribbon cutting ceremony for the US 101 Broadway Interchange on September 14 and was one of the speakers. She also led the September 14 C/CAG meeting, where they reviewed a list of proposed projects for the draft 2018 State Transportation Improvement Program (STIP), including an expansion of the Smart Corridor. She said they voted yes for SB-595, enabling legislation for the RM3 measure authorizing the Bay Area to vote on an increase in bridge tolls. She said they approved the Transportation County Plan working group. She attended the September 18 Sustainability and Environmental Resources Committee (SERC) meeting where Town Manager Dennis explained the Town's discussion of leaf blowers and asked the committee to take it on, but the idea was not entirely embraced. Councilmember Derwin said she thinks the Committee needs more specific direction. Town Manager Dennis said he and Assistant to the Town Manager de Garneau have discussed this. Councilmember Derwin said the Committee discussed next year's Native Garden Tour, Smart Meters, heat pump water heaters, and Steve Schmidt's energy audit software. She attended the September 18 Library JPA Board Meeting where they discussed the Makerspace Master Plan, the investment report, the grants, and Big Lift. She attended the C/CAG RMCP Committee and heard presentations on the UC San Diego campus-wide microgrid and PCE. She said Governor Brown is having a Global Action Summit in September 12, 13, and 14, 2018 in San Francisco, and Deborah Gordon, Woodside Councilmember, suggested San Mateo County include an add-on event. She asked for a list of innovative companies, implementation, or people in San Mateo County and lists of creative arts and people. Councilmember Derwin asked for the Council's assistance in creating a list. Councilmember Derwin also attended a League of California Cities Lunch where they heard from the San Francisco Fines & Fees Task Force, and from Anne Stuhldreher, the first-ever director of financial justice, and who started The Financial Justice Project in San Francisco. Councilmember Derwin attended a HEART meeting today, where they decided to loan out \$3.5 to the Palo Alto Housing Corporation who has a project in unincorporated Redwood City, a .59-acre property that will be developed with 67 one-bedroom or studio units, 100 percent affordable – 27 for homeless/at-risk people, 6 for homeless/at-risk who have mental illness. She said the Mayor of Daly City has agreed to join HEART but wanted performance measures, a new way to bill cities, and outreach to non-English-speaking communities. Councilmember Derwin said the cities are currently billed per capita, and the Daly City Mayor wants them billed on assessed value of land which would require a change in the bylaws and ratification by every city. She said there will be a housing leadership day on October 20 with a teacher housing workshop. She said there are other projects lined up for the remainder of the money available. Councilmember Derwin said it was discussed that every city in the County has idle housing funds and they'd like to lend out the money, but there are legal issues to study.

Councilmember Aalfs – Also attended the SERC meeting. He said he is trying to arrange a committee visit to one of his clients who installed a heat pump water heater. He attended the September 19 Trails & Paths Committee meeting where they discussed a trail walk and bike barriers. He attended the September 20 Planning Commission meeting, where they discussed upgrading wireless antennas. He reported that Peninsula Clean Energy held its annual retreat on September 23, where they reviewed and revised some of their policies and goals and discussed a regional grid operation system. He said PCE expects to pay off all of their debts by the end of the year and their cash position is in the range of \$20 million. They expect to generate \$54 million of free cash flow by the end of the first fiscal year. He said the PCI is currently the biggest operating CCA in California, has the quickest ramp up, and has an opt out rate of only 2 percent.

Councilmember Wengert – Attended the opening ceremony for new public space atop Mt. Umunhum on September 16. She attended the September 25 Finance Committee meeting, where they discussed Utility User Tax and LAIF Investments.

Vice Mayor Richards – Attended the September 26 Conservation Committee meeting, where they discussed the efforts to improve the condition of the Spring Down open space, a pilot project, and overall maintenance plan for the coming years. They also discussed rodenticides. He also attended the San Mateo County Emergency Services Council meeting. He said the Skylon radio tower is operational as of this week.

Mayor Hughes – Mayor Hughes, Town Manager Dennis, Public Works Director Young, and Bicycle, Pedestrian & Traffic Safety Committee Chair Ed Holland held a traffic watch at The Priory during morning traffic. They will meet next at Alpine and Corte Madera crossing. He noted that the next Bicycle, Pedestrian & Traffic Safety Committee meeting will be a night meeting, scheduled for Thursday, October 5 at 7:00 pm.

(9) Town Manager Report – Town Manager Dennis has scheduled a meeting with Ann-Marie Despain, Director of Library Services to discuss facility planning and funding. He noted that Ali Taghavi, Communications & Sustainability Management Analyst, will start work on Monday, October 2, 2017. Town Manager Dennis said they have an ambitious work plan for Mr. Taghavi. He said the volume of content will be the first thing noticed and they hope to bring to Council a social media policy within Mr. Taghavi's first month. He said Mr. Taghavi will be reaching out to each Councilmember individually. Mayor Hughes said, with regard to the cell tower issue, that a SB-649 was passed and waiting for the Governor's signature. Mayor Hughes said the Council had initially approved an official opposition to the bill and he sent a letter to the Governor yesterday asking him not to sign. Town Manager Dennis said he and the Town Attorney will be discussing possible creative opportunities for control outside of the bill. Town Attorney Silver said if the bill does pass, the Municipal Code will need to be amended.

WRITTEN COMMUNICATIONS [9:25 p.m.]

(10) Town Council Digest – September 15, 2017

None.

(11) Town Council Digest – September 22, 2017

None.

ADJOURNMENT [9:30 p.m.]

Mayor Hughes adjourned the meeting.

Mayor

Town Clerk

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A-A LOCK & ALARM INC	Key Copies	19092	10/11/2017	
			10/11/2017	
1251 EL CAMINO REAL	0001		10/11/2017	0.00
MENLO PARK	BOA	51992	10/11/2017	0.00
CA 94025	60304			42.25

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4346	Mechanical Sys Maint & Repair	42.25	0.00

Check No.	51992	Total:	42.25
Total for	A-A LOCK & ALARM INC		42.25

MIKE AGOFF	Instructor Fees, Fall 2017	19051	10/11/2017	
			10/11/2017	
2341 KEHOE AVENUE	0016		10/11/2017	0.00
SAN MATEO	BOA	51993	10/11/2017	0.00
CA 94403				2,304.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4246	Instructors & Class Refunds	2,304.00	0.00

Check No.	51993	Total:	2,304.00
Total for	MIKE AGOFF		2,304.00

ALLIANT INSURANCE SERVICES	Event Insurance, Qtrly Report	19052	10/11/2017	
	July - September 2017		10/11/2017	
SPECIAL EVENTS	475		10/11/2017	0.00
NEWPORT BEACH	BOA	51994	10/11/2017	0.00
CA 92658				980.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4338	Event Insurance	980.00	0.00

Check No.	51994	Total:	980.00
Total for	ALLIANT INSURANCE SERVICES		980.00

ANIMAL DAMAGE MGMT INC	September Pest Control	19091	10/11/2017	
			10/11/2017	
16170 VINEYARD BLVD. #150	804		10/11/2017	0.00
MORGAN HILL	BOA	51995	10/11/2017	0.00
CA 95037	102078			295.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4240	Parks & Fields Maintenance	172.50	0.00
05-66-4342	Landscape Supplies & Services	122.50	0.00

Check No.	51995	Total:	295.00
Total for	ANIMAL DAMAGE MGMT INC		295.00

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Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
SANGINI MAJMUDAR BEDNER	Instructor Fees, Fall 2017	19054	10/11/2017	
			10/11/2017	
229 CORTE MADERA RD.	0548		10/11/2017	0.00
PORTOLA VALLEY	BOA	51996	10/11/2017	0.00
CA 94028				2,496.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4246	Instructors & Class Refunds	2,496.00	0.00

Check No.	51996	Total:	2,496.00
Total for	SANGINI MAJMUDAR BEDNER		2,496.00

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
CALPERS	August Retirement	19096	10/11/2017	
FISCAL SERVICES DIVISION			10/11/2017	
ATTN: RETIREMENT PROG ACCTG	0107		10/11/2017	0.00
SACRAMENTO	BOA	51997	10/11/2017	0.00
CA 94229-2703				19,721.14

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2522	PERS Payroll	1,663.35	0.00
05-00-2556	Arrears Svc Cr	107.38	0.00
05-50-4080	Retirement - PERS	17,950.41	0.00

Check No.	51997	Total:	19,721.14
Total for	CALPERS		19,721.14

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
CAPTUREPOINT.COM	Rec Software, Instructor Site	19055	10/11/2017	
	Access & Training 1 Year		10/11/2017	
PO BOX 628	0611		10/11/2017	0.00
RIDGEWOOD	BOA	51998	10/11/2017	0.00
NJ 07451	VP22389-3			999.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4311	Internet Service & Web Hosting	999.00	0.00

Check No.	51998	Total:	999.00
Total for	CAPTUREPOINT.COM		999.00

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
ARLY CASSIDY	Reimbursement, APA Conference	19056	10/11/2017	
	Lodging, 9/23/17-9/26/17		10/11/2017	
	0638		10/11/2017	0.00
	BOA	51999	10/11/2017	0.00
				584.58

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4326	Education & Training	584.58	0.00

Check No.	51999	Total:	584.58
Total for	ARLY CASSIDY		584.58

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Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
COMCAST	WiFi, 9/21/17 - 10/20/17	19057	10/11/2017	
			10/11/2017	
P.O. BOX 34744	0045		10/11/2017	0.00
SEATTLE	BOA	52000	10/11/2017	0.00
WA 98124-1227				45.71

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4318	Telephones	45.71	0.00

Check No.	52000	Total:	45.71
Total for	COMCAST		45.71

COPYMAT	Mailer SOD Blitz	19058	10/11/2017	
			10/11/2017	
240 HARBOR BLVD	0046		10/11/2017	0.00
BELMONT	BOA	52001	10/11/2017	0.00
CA 94002	CMB2512			302.98

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4310	Town Publications	302.98	0.00

Check No.	52001	Total:	302.98
Total for	COPYMAT		302.98

COTTON SHIRES & ASSOC. INC.	Aug/Sept Applicant Charges	19082	10/11/2017	
			10/11/2017	
330 VILLAGE LANE	0047		10/11/2017	0.00
LOS GATOS	BOA	52002	10/11/2017	0.00
CA 95030-7218				23,729.24

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4190	Geologist - Charges to Appls	23,729.24	0.00

Check No.	52002	Total:	23,729.24
Total for	COTTON SHIRES & ASSOC. INC.		23,729.24

CURIODYSSEY	Safe & Sustainable Rodent Event, 10/3/17	19059	10/11/2017	
			10/11/2017	
1651 SAN MATEO DRIVE	0716		10/11/2017	0.00
SAN MATEO	BOA	52003	10/11/2017	0.00
CA 94401	201			200.00

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4336	Miscellaneous	200.00	0.00

Check No.	52003	Total:	200.00
Total for	CURIODYSSEY		200.00

LORRAINE R. DUVAL	Neighborhood Watch Coordinator Services, 9/11/17 - 10/1/17	19060	10/11/2017	
			10/11/2017	
340 GOLDEN OAK DRIVE	0652		10/11/2017	0.00
PORTOLA VALLEY	BOA	52004	10/11/2017	0.00
CA 94028				280.00

GL Number	Description	Invoice Amount	Amount Relieved
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City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

05-54-4214	Miscellaneous Consultants	280.00	0.00	
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Check No.	52004	Total:	280.00
Total for	LORRAINE R. DUVAL		280.00

ECONO TREE SERVICE	ROW Clean-up	19093	10/11/2017	
			10/11/2017	
1914 SPRING STREET	1252		10/11/2017	0.00
REDWOOD CITY	BOA	52005	10/11/2017	0.00
CA 94063	339687			2,600.00

GL Number	Description	Invoice Amount	Amount Relieved	
20-60-4264	ROW Tree Trimming & Mowing	2,600.00	0.00	

ECONO TREE SERVICE	ROW Clean-up	19094	10/11/2017	
			10/11/2017	
1914 SPRING STREET	1252		10/11/2017	0.00
REDWOOD CITY	BOA	52005	10/11/2017	0.00
CA 94063	339702			487.80

GL Number	Description	Invoice Amount	Amount Relieved	
20-60-4264	ROW Tree Trimming & Mowing	487.80	0.00	

Check No.	52005	Total:	3,087.80
Total for	ECONO TREE SERVICE		3,087.80

G. BORTOLOTTI COMPANY	CIP 16-17 Street Resurf Proj - Sur Seals #2017PW01	19085	10/11/2017	
		00006490	10/11/2017	
580 BRAGATO ROAD	0025		10/11/2017	0.00
SAN CARLOS	BOA	52006	10/11/2017	0.00
CA 94070	4540			150,210.82

GL Number	Description	Invoice Amount	Amount Relieved	
05-68-4544	CIP16/17 Street Resurface	150,210.82	150,210.82	

Check No.	52006	Total:	150,210.82
Total for	G. BORTOLOTTI COMPANY		150,210.82

HILLYARD, INC	Janitorial Supplies	19061	10/11/2017	
			10/11/2017	
P.O. BOX 843025	531		10/11/2017	0.00
KANSAS CITY	BOA	52007	10/11/2017	0.00
MO 64184-3025	602697501			146.28

GL Number	Description	Invoice Amount	Amount Relieved	
05-66-4340	Building Maint Equip & Supp	48.76	0.00	
05-66-4341	Community Hall	48.76	0.00	
25-66-4340	Building Maint Equip & Supp	48.76	0.00	

Check No.	52007	Total:	146.28
Total for	HILLYARD, INC		146.28

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Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

ICMA	August Def Comp	19086	10/11/2017	
VANTAGE POINT TFER AGTS-304617			10/11/2017	
C/O M&T BANK	0084		10/11/2017	0.00
BALTIMORE	BOA	52008	10/11/2017	0.00
MD 21264-4553				5,338.40

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2557	Defer Comp	5,338.40	0.00

ICMA	Sept Def Comp	19087	10/11/2017	
VANTAGE POINT TFER AGTS-304617			10/11/2017	
C/O M&T BANK	0084		10/11/2017	0.00
BALTIMORE	BOA	52008	10/11/2017	0.00
MD 21264-4553				5,338.40

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2557	Defer Comp	5,338.40	0.00

Check No.	52008	Total:	10,676.80
Total for	ICMA		10,676.80

J.W. ENTERPRISES	Port Lavs, 9/28/17-10/25/17	19090	10/11/2017	
			10/11/2017	
1689 MORSE AVE	829		10/11/2017	0.00
VENTURA	BOA	52009	10/11/2017	0.00
CA 93003	203432			242.40

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4244	Portable Lavatories	242.40	0.00

Check No.	52009	Total:	242.40
Total for	J.W. ENTERPRISES		242.40

ROBERT JIN	Refund Deposit, 9/10/17 Event	19062	10/11/2017	
			10/11/2017	
35 GOLDEN OAK DRIVE	0717		10/11/2017	0.00
PORTOLA VALLEY	BOA	52010	10/11/2017	0.00
CA 94028				100.00

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2562	Field Deposits	100.00	0.00

Check No.	52010	Total:	100.00
Total for	ROBERT JIN		100.00

LUCILLE KALMAN	Instructor Fees, Fall 2017	19063	10/11/2017	
			10/11/2017	
245 OLD SPANISH TRAIL	1082		10/11/2017	0.00
PORTOLA VALLEY	BOA	52011	10/11/2017	0.00
CA 94028				2,240.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4246	Instructors & Class Refunds	2,240.00	0.00

Check No.	52011	Total:	2,240.00
Total for	LUCILLE KALMAN		2,240.00

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City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

BRITNEY KING	Instructor Fees, Fall 2017	19064	10/11/2017	
			10/11/2017	
4068A 26TH STREET	0380		10/11/2017	0.00
SAN FRANCISCO	BOA	52012	10/11/2017	0.00
CA 94131				17,111.00

GL Number	Description	Invoice Amount	Amount Relieved
05-58-4246	Instructors & Class Refunds	17,111.00	0.00

Check No.	52012	Total:	17,111.00
Total for	BRITNEY KING		17,111.00

LA SELVA	Woods H'Lands MD, Tree Maint	19065	10/11/2017	
			10/11/2017	
7960B SOQUEL DRIVE	0718		10/11/2017	0.00
APTOS	BOA	52013	10/11/2017	0.00
CA 95003				5,100.00

GL Number	Description	Invoice Amount	Amount Relieved
90-00-4375	General Expenses	5,100.00	0.00

Check No.	52013	Total:	5,100.00
Total for	LA SELVA		5,100.00

NATIVE BIRD CONNECTIONS	Safe & Sustainable Rodent Control Event, 10/3/17	19066	10/11/2017	
			10/11/2017	
20 MARSTON ROAD	0719		10/11/2017	0.00
ORINDA	BOA	52014	10/11/2017	0.00
CA 94563	840			300.00

GL Number	Description	Invoice Amount	Amount Relieved
05-52-4144	Conservation Committee	300.00	0.00

Check No.	52014	Total:	300.00
Total for	NATIVE BIRD CONNECTIONS		300.00

NOLTE ASSOCIATES, INC. NV5	August Applicant Charges	19083	10/11/2017	
			10/11/2017	
P.O. BOX 74008680	0104		10/11/2017	0.00
CHICAGO	BOA	52015	10/11/2017	0.00
IL 89193-3243				11,757.33

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4194	Engineer - Charges to Appls	11,757.33	0.00

Check No.	52015	Total:	11,757.33
Total for	NOLTE ASSOCIATES, INC. NV5		11,757.33

CHRISTINE PAYNE	Refund Deposit, 9/17/17 Event	19067	10/11/2017	
			10/11/2017	
60 HAYFIELDS ROAD	0720		10/11/2017	0.00
PORTOLA VALLEY	BOA	52016	10/11/2017	0.00
CA 94028				100.00

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City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2562	Field Deposits	100.00	0.00

Check No.	52016	Total:	100.00
<u>Total for</u>	CHRISTINE PAYNE		100.00

PLATINUM FACILITY SERVICES	Deep Clean/Detail Restroom Facilities	19088	10/11/2017	
1530 OAKLAND RD., #150	402		10/11/2017	0.00
SAN JOSE	BOA	52017	10/11/2017	0.00
CA 95112	29575			420.00

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4341	Community Hall	210.00	0.00
05-66-4344	Janitorial Services	210.00	0.00

PLATINUM FACILITY SERVICES	September Janitorial	19089	10/11/2017	
1530 OAKLAND RD., #150	402		10/11/2017	0.00
SAN JOSE	BOA	52017	10/11/2017	0.00
CA 95112	29442			4,903.13

GL Number	Description	Invoice Amount	Amount Relieved
05-66-4341	Community Hall	1,203.35	0.00
05-66-4344	Janitorial Services	2,467.64	0.00
25-66-4344	Janitorial Services	1,232.14	0.00

Check No.	52017	Total:	5,323.13
<u>Total for</u>	PLATINUM FACILITY SERVICES		5,323.13

CYNTHIA RICHARDSON	September Planning Consult Svc	19081	10/11/2017	
dba Richardson Consulting			10/11/2017	
24 CAMPBELL LANE	1250		10/11/2017	0.00
MENLO PARK	BOA	52018	10/11/2017	0.00
CA 94025				8,085.00

GL Number	Description	Invoice Amount	Amount Relieved
05-54-4196	Planner	525.00	0.00
96-54-4198	Planner - Charges to Appls	7,560.00	0.00

Check No.	52018	Total:	8,085.00
<u>Total for</u>	CYNTHIA RICHARDSON		8,085.00

ROMERO CONSTRUCTION	Refund Deposit, 90 Iroquois	19068	10/11/2017	
2995 WOODSIDE ROAD, SUITE 400	0721		10/11/2017	0.00
WOODSIDE	BOA	52019	10/11/2017	0.00
CA 94062				1,000.00

GL Number	Description	Invoice Amount	Amount Relieved
96-54-4205	C&D Deposit	1,000.00	0.00

Check No.	52019	Total:	1,000.00
<u>Total for</u>	ROMERO CONSTRUCTION		1,000.00

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

10/11/17

Date: 10/05/2017

Time: 3:12 pm

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TOWN OF PORTOLA VALLEY

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

RON RAMIES AUTOMOTIVE, INC.	August Fuel Statement	19069	10/11/2017	
			10/11/2017	
115 PORTOLA ROAD	422		10/11/2017	0.00
PORTOLA VALLEY	BOA	52020	10/11/2017	0.00
CA 94028				533.94

GL Number	Description	Invoice Amount	Amount Relieved	
05-64-4334	Vehicle Maintenance	533.94	0.00	

Check No.	52020	Total:	533.94
Total for	RON RAMIES AUTOMOTIVE, INC.		533.94

RR DONNELLEY	Stationery Supplies	19070	10/11/2017	
			10/11/2017	
PO BOX 932721	582		10/11/2017	0.00
CLEVELAND	BOA	52021	10/11/2017	0.00
OH 44193	536512194			90.25

GL Number	Description	Invoice Amount	Amount Relieved	
05-64-4308	Office Supplies	90.25	0.00	

Check No.	52021	Total:	90.25
Total for	RR DONNELLEY		90.25

SABER ROOFING INC	Refund Deposit, 16 Valley Oak	19071	10/11/2017	
			10/11/2017	
2995 WOODSIDE ROAD	577		10/11/2017	0.00
WOODSIDE	BOA	52022	10/11/2017	0.00
CA 94062				1,000.00

GL Number	Description	Invoice Amount	Amount Relieved	
96-54-4205	C&D Deposit	1,000.00	0.00	

Check No.	52022	Total:	1,000.00
Total for	SABER ROOFING INC		1,000.00

GEORG SCHUELE	Woods H"Lands MD, Reimb	19072	10/11/2017	
	Pavement Paints		10/11/2017	
2 LEROY WAY	0722		10/11/2017	0.00
PORTOLA VALLEY	BOA	52023	10/11/2017	0.00
CA 94028				177.96

GL Number	Description	Invoice Amount	Amount Relieved	
90-00-4375	General Expenses	177.96	0.00	

Check No.	52023	Total:	177.96
Total for	GEORG SCHUELE		177.96

SCIENTIFIC ART STUDIO INC	Parks & Fields Maint -	19095	10/11/2017	
	Playground Repairs 2017	00006487	10/11/2017	
500 B STREET	951		10/11/2017	0.00
RICHMOND	BOA	52024	10/11/2017	0.00
CA 94801	1348			3,472.70

GL Number	Description	Invoice Amount	Amount Relieved	
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INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

10/11/17

Date: 10/05/2017

Time: 3:12 pm

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TOWN OF PORTOLA VALLEY

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

05-58-4240	Parks & Fields Maintenance	3,472.70	3,472.70	
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SCIENTIFIC ART STUDIO INC	Landscape Supplies & Svcs -	19097	10/11/2017	
	PV Playground Repair 2017	00006488	10/11/2017	
500 B STREET	951		10/11/2017	0.00
RICHMOND	BOA	52024	10/11/2017	0.00
CA 94801	1348			6,527.30

GL Number	Description	Invoice Amount	Amount Relieved	
05-66-4342	Landscape Supplies & Services	6,527.30	6,527.30	

Check No.	52024	Total:	10,000.00
Total for	SCIENTIFIC ART STUDIO INC		10,000.00

STANDARD INSURANCE CO.	Ltd/Life Premium	19073	10/11/2017	
			10/11/2017	
PO BOX 5676	0469		10/11/2017	0.00
PORTLAND	BOA	52025	10/11/2017	0.00
OR 97228				579.23

GL Number	Description	Invoice Amount	Amount Relieved	
05-50-4091	Long Term Disability Insurance	579.23	0.00	

Check No.	52025	Total:	579.23
Total for	STANDARD INSURANCE CO.		579.23

STATE COMP INSURANCE FUND	October Premium	19074	10/11/2017	
			10/11/2017	
PO BOX 748170	0122		10/11/2017	0.00
LOS ANGELES	BOA	52026	10/11/2017	0.00
CA 90074-8170				3,152.17

GL Number	Description	Invoice Amount	Amount Relieved	
05-50-4094	Worker's Compensation	3,152.17	0.00	

Check No.	52026	Total:	3,152.17
Total for	STATE COMP INSURANCE FUND		3,152.17

STELLAR ENVIRONMENTAL SOLUTION	Refund Deposit, 900 Portola	19075	10/11/2017	
			10/11/2017	
2198 SIXTH STREET, SUITE 201	0723		10/11/2017	0.00
BERKELEY	BOA	52027	10/11/2017	0.00
CA 94710				1,037.70

GL Number	Description	Invoice Amount	Amount Relieved	
96-54-4207	Deposit Refunds, Other Charges	1,037.70	0.00	

Check No.	52027	Total:	1,037.70
Total for	STELLAR ENVIRONMENTAL SOLU		1,037.70

ANGELA STRICK	Refund Deposit, 9/13/17 Event	19076	10/11/2017	
			10/11/2017	
6 BUCK MEADOW DRIVE	1407		10/11/2017	0.00
PORTOLA VALLEY	BOA	52028	10/11/2017	0.00
CA 94028				100.00

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

10/11/17

Date: 10/05/2017

Time: 3:12 pm

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TOWN OF PORTOLA VALLEY

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2562	Field Deposits	100.00	0.00

Check No.	52028	Total:	100.00
Total for	ANGELA STRICK		100.00

CRAIG TAYLOR	Woods H'Lands MD, Legal Retainer 2017	19077	10/11/2017	
111 SANTA MARIA AVE	875		10/11/2017	0.00
PORTOLA VALLEY	BOA	52029	10/11/2017	0.00
CA 94028				5,000.00

GL Number	Description	Invoice Amount	Amount Relieved
90-00-4375	General Expenses	5,000.00	0.00

Check No.	52029	Total:	5,000.00
Total for	CRAIG TAYLOR		5,000.00

THERMAL MECHANICAL, INC	Repaired Cooling System, Lib	19084	10/11/2017	
425 ALDO AVENUE	955		10/11/2017	0.00
SANTA CLARA	BOA	52030	10/11/2017	0.00
CA 95054	AC-70587			608.00

GL Number	Description	Invoice Amount	Amount Relieved
25-66-4346	Mechanical Sys Maint & Repair	608.00	0.00

Check No.	52030	Total:	608.00
Total for	THERMAL MECHANICAL, INC		608.00

VERIZON WIRELESS	September Cellular	19078	10/11/2017	
P.O. BOX 660108	0131		10/11/2017	0.00
DALLAS	BOA	52031	10/11/2017	0.00
TX 75266-0108				282.83

GL Number	Description	Invoice Amount	Amount Relieved
05-64-4318	Telephones	282.83	0.00

Check No.	52031	Total:	282.83
Total for	VERIZON WIRELESS		282.83

DANIEL VOPEINIGG	Refund Deposit, 9/24/17	19079	10/11/2017	
889 PORTOLA ROAD	0724		10/11/2017	0.00
PORTOLA VALLEY	BOA	52032	10/11/2017	0.00
CA 94028				100.00

GL Number	Description	Invoice Amount	Amount Relieved
05-00-2562	Field Deposits	100.00	0.00

Check No.	52032	Total:	100.00
Total for	DANIEL VOPEINIGG		100.00

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

10/11/17

Date: 10/05/2017

Time: 3:12 pm

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TOWN OF PORTOLA VALLEY

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

WILKINSON CONSTRUCTION	Refund Overpayment DSA Fee	19080	10/11/2017	
			10/11/2017	
206 14TH AVENUE	0725		10/11/2017	0.00
SAN MATEO	BOA	52033	10/11/2017	0.00
CA 94402				1.00

GL Number	Description	Invoice Amount	Amount Relieved	
05-20-3154	Miscellaneous Receipts	1.00	0.00	

Check No.	52033	Total:	1.00
Total for	WILKINSON CONSTRUCTION		1.00

Total Invoices:	46	Grand Total:	290,123.54
		Less Credit Memos:	0.00
		Net Total:	290,123.54
		Less Hand Check Total:	0.00
		Outstanding Invoice Total:	290,123.54

TOWN OF PORTOLA VALLEY
Warrant Disbursement Journal
October 11, 2017

Claims totaling \$290,123.54 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 _____

Jeremy Dennis, Treasurer

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

Signed and sealed this (Date) _____

Sharon Hanlon, Town Clerk

Mayor

Form Name: Committee Application
Date & Time: 08/25/2017 10:44 AM
Response #: 50
Submitter ID: 3358
IP address:
Time to complete: 6 min. , 22 sec.

Survey Details

Page 1

Committee applications are submitted to Portola Valley's Town Clerk, Sharon Hanlon. Please feel free to forward a letter of interest or resume with your application as well. Sharon can be reached at (650) 851-1700 ex210, or you may email her at shanlon@portolavalley.net.

Name of committee which I am interested in serving on (please note that only committees currently seeking volunteers are listed):

(o) Conservation Committee

Applicant Information

Full Name Catherine Magill
Email Address
Street Address
City/Zip Portola Valley
Number of years in 2
Portola Valley
Cell Phone
Home Phone
Other Phone Not answered
Emergency Preparedness some courses, not all

Preferred Phone Contact Number

(o) Cell

I prefer to receive Town communications via

(o) E-mail (recommended)

Please state why you have an interest in this committee, and state any background or experience you may have that may be useful in your service to this committee.

We bought an empty parcel on Wayside Rd about two years ago, which was completely overgrown with weeds/brush/downed trees... We cleared all this as well as the garbage, and will build a home, and I really want to restore as much of this as we can to a native-like area. I have a deep and abiding love for the local hills and its native flora and fauna and I would really like to participate keeping the rural, native environment that we have here in Portola Valley.

Do you have any personal or financial interest that could be perceived by others as a conflict of interest relative to your service on the committee? If so, please describe.

I don't believe so

TIME COMMITMENT: Generally committees meet monthly and require a significant time commitment and participation at regular meetings. Please consider this level of commitment when evaluating your interest in serving on one of the Town's Committees.

#5

There are no written materials for Update on Annual Audit FYE 2016 – '17



TOWN OF PORTOLA VALLEY STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Howard Young, Public Works Director

DATE: October 11, 2017

RE: Adopt a resolution amending the FY 2017/18 budget to comply with SB-1 to include a proposed project list to be eligible for Transportation Funding
[Link to the attachments page](#)

RECOMMENDATION

Staff recommends that the Town Council adopt the attached resolution amending the FY 17/18 Budget to comply with SB-1 by including the attached proposed project list.

BACKGROUND

On April 28, 2017, the Governor signed Senate Bill (SB) 1, which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system. SB-1 increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. The new funding will be deposited into the newly created Road Maintenance and Rehabilitation Account (RMRA). The legislation was adopted on an urgency basis and goes into effect immediately. Additional information on SB-1 from the California Transportation Commission is attached as Exhibit B.

SB-1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, in order to be eligible for RMRA funding, the statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission (Commission).

Cities and counties receiving RMRA funds must comply with all relevant federal and state laws, regulations, policies, and procedures. The main requirements for the program are codified in Streets and Highways Code (SHC) Sections 2034, 2036, and 2037, and include the following:

- Prior to receiving an apportionment of RMRA funds in a fiscal year, a city or county must submit to the Commission a list of projects proposed to be funded

with these funds. All projects proposed to receive funding must be included in a city or county budget that is adopted by the applicable city council or county board of supervisors at a regular public meeting [SHC 2034(a)(1)].

- For each fiscal year in which RMRA funds are received and expended, cities and counties must submit documentation to the Commission that includes a description and location of each completed project, the amount of funds expended on the project, the completion date, and the estimated useful life of the improvement [SHC 2034(b)].
- A city or county receiving an apportionment of RMRA funds is required to sustain a maintenance of effort (MOE) by spending at least the annual average of its general fund expenditures during the 2009–10, 2010–11, and 2011–12 fiscal years for street, road, and highway purposes from the city's or county's general fund [SHC 2036]. (Per *CaliforniaCityFinance.com*, Portola Valleys estimated MOE is listed as \$345,897)

On June 30, 2017, the Commission released draft reporting guidelines which described the general policies and procedures for carrying out the RMRA project reporting requirements. After a public review period, the Commission adopted the final guidelines in August 2017.

DISCUSSION

The Town's FY2017/18 budget requires amending as it was adopted prior to the Commission's issuance of SB-1 guidelines. During the development of the FY 2017/18 Budget, staff anticipated RMRA funding and created a line item in the budget on page 17 line item 7 for \$27,938 (Exhibit C), with the expectation that program reporting requirements would be subsequently adopted. Staff is proposing to amend the project description to include the project information needed to meet the RMRA reporting requirements. Specifically, the budget needs to be amended to include a project list, which includes, project descriptions, locations, completion schedule, anticipated useful life and other information required by the Commission.

The project descriptions are considered flexible, which allows for substitutions, additions, or removal of roadways. This is helpful as staff is in the process of developing the scope of the 2017/2018 and 2018/2019 street resurfacing projects. The current project list is derived from the Towns Pavement Management System, based on a program that was developed by the Metropolitan Transportation Commission. The project list is attached as Exhibit A.

FISCAL IMPACT

There is no fiscal impact in adopting this resolution, as the projects identified by the PMS and recommended for inclusion in the budget have already been funded.

The RMRA funds will be provided to cities on a monthly basis, with the first distribution expected in January 2018. Based on estimates provided by *CaliforniaCityFinance.com*,

Portola Valley is projected to receive a total of \$27,938 in FY 17-18 as a partial year as the program just started. FY 18-19, the projected amount is \$81,613.

ATTACHMENT

1. Resolution
2. Exhibit A - Project list
3. Exhibit B - Brochure from California Transportation Commission about SB 1
4. Exhibit C - FY 2017-18 budget page 17

Approved by: Jeremy Dennis, Town Manager

A handwritten signature in black ink, appearing to read 'Jeremy Dennis', is written over the text 'Approved by: Jeremy Dennis, Town Manager'.

RESOLUTION NO. 2017-

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PORTOLA VALLEY AMENDING THE FY2017-18 BUDGET TO
INCLUDE A PROPOSED PROJECT LIST AS REQUIRED BY
SB-1**

WHEREAS, SB 1 (2017-2018, Beall) established a Road Maintenance and Rehabilitation Account to address deferred maintenance on the state highway system and on the local street and road system; and

WHEREAS, SB 1 established requirements for holding local governments accountable for the efficient use of public funds to maintain public streets and roads;

WHEREAS, SB 1 requires that eligible cities submit a list of projects proposed to be funded with these funds pursuant to an adopted city budget to the California Transportation Commission per criteria and per a schedule established by the Commission;

NOW, THEREFORE, BE IT RESOLVED THAT the Town Council of the Town of Portola Valley resolves as follows:

The existing Road Maintenance Rehabilitation Account (RMRA) line item of the Towns FY 17/18 budget be amended to incorporate the project description information required by SB1 as set forth in Exhibit A attached.

PASSED AND ADOPTED this 11th day of October 2017.

Mayor

ATTEST:

Town Clerk

Exhibit A

PROPOSED SB-1 TRANSPORTATION FUNDING PROJECT LIST

Project Name: Street Resurfacing Project in the Town of Portola Valley

1. Project Description: This proposed project consists of street resurfacing and rehabilitation work consisting of base repairs, crack sealing, and asphalt overlay or slurry seal. The primary factor for choosing the roadway segments included is the Pavement Condition Index (PCI) of each roadway. PCI is a measurement of a street's condition derived through field inspections that utilize scoring criteria developed by the Metropolitan Transportation Commission's (MTC) pavement management program.
2. Location of the Project:
 - a. Cheyenne Point: Entire length
 - b. Nathorst Ave off Alpine: Entire length
 - c. Nathorst Ave off Portola: Entire length
 - d. Paloma Road: Entire length
 - e. Sioux Way: Entire length
3. Schedule of Completion: The project is expected to complete by June 2019.
4. Estimated Useful Life:

Resurfacing and rehabilitation work will extend life expectancy of these streets as shown below:

- Slurry seal 4 – 6 years
- Asphalt Overlay 10-15 years



ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SENATE BILL 1)

IMPLEMENTATION PLAN OVERVIEW

Senate Bill 1 (Beall, Chapter 5, Statutes of 2017), The Road Repair and Accountability Act of 2017, provides the first significant, stable, and ongoing increase in state transportation funding in more than two decades. In providing this funding, the Legislature has provided additional funding for transportation infrastructure, increased the role of the California Transportation Commission (Commission) in a number of existing programs, and created new transportation funding programs for the Commission to oversee. The development of guidelines will include workshops open to all interested parties. The timelines below are intended to be a guide. Staff will update these timelines during the guidelines development process.

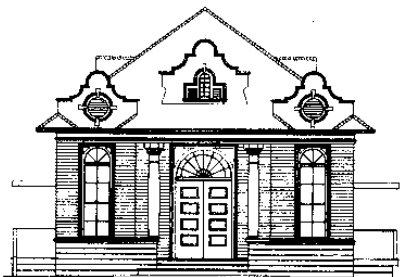
EXISTING PROGRAMS UNDER COMMISSION OVERSIGHT	
<p>Active Transportation Program Augmentation (\$100M per year)</p> <p>The Commission will make this funding available to already programmed projects that can be delivered earlier than currently programmed or for projects that applied for funding in the 2017 Active Transportation Program but that were not selected for funding.</p> <ul style="list-style-type: none"> • June 9, 2017 – Workshop to develop guidelines • June 28, 2017 – Adoption of guidelines • August 1, 2017 – Applications due • October 18-19, 2017 – Adopt statewide & small urban and rural components • December 6-7, 2017 – Adopt MPO component 	<p>Local Partnership Program (\$200M per year)</p> <p>To recognize the benefits of a competitive program while still providing incentives to counties to enact taxes and fees to fund transportation needs, staff recommends implementing the Local Partnership Program as a 50% competitive program, 50% formulaic program. Due to the concerns raised by a number of regional transportation planning agencies regarding the implementation of the program as a mainly competitive program, the Commission directed staff to work with the Self-Help Counties Coalition to reach a compromise on the portion of the program to be competitive versus formulaic.</p> <ul style="list-style-type: none"> • June through September 2017 – Workshops to develop guidelines • August 16-17, 2017 – Presentation of draft guidelines • October 18-19, 2017 – Adoption of guidelines • March 2018 – Applications due • June 2018 – Program Adoption
<p>State Highway Operation And Protection Program (SHOPP) (Approximately \$1.9B per year for the SHOPP and Caltrans maintenance efforts)</p> <p>Along with a significant expansion of the Commission’s oversight responsibilities. SB 1 requires additional Commission oversight of the development and management of the SHOPP, including allocating support staff, project review and approval, and convening public hearings prior to adopting the SHOPP. The Commission is also responsible for monitoring Caltrans’ performance and progress toward accomplishing the specific goals set out in SB 1 and other targets or performance measures adopted by the Commission.</p> <ul style="list-style-type: none"> • May 17, 2017 - Presentation of draft interim guidelines • June 28-29, 2017 - Adoption of interim SHOPP guidelines and Asset Management Plan Guidelines 	<p>State Transportation Improvement Program (STIP)</p> <p>SB 1 stabilizes funding for the STIP. The impact of the stabilization of STIP funding will be included in the 2018 STIP Fund Estimate and incorporated in the 2018 STIP.</p> <ul style="list-style-type: none"> • May 17, 2017 - Approval of fund estimate assumptions • June 28, 2017 - Presentation of draft guidelines and draft fund estimate • August 16-17, 2017 - Adoption of guidelines and fund estimate • October 15, 2017 - Submittal of draft Interregional Transportation Improvement Program • October 2017 - Interregional Transportation Improvement Program Hearings • December 15, 2017 - Submittal of Regional Transportation Improvement Programs and the final Interregional Transportation Improvement Programs • January-February 2018 - STIP Hearings • March 2018 - Program adoption

NEW SB 1 PROGRAMS	
<p>Local Streets & Roads (Approximately \$1.5B per year)</p> <p>SB 1 creates new responsibilities for the Commission relative to this funding, including development of guidelines, review of project lists submitted by cities and counties, reporting to the State Controller, and receiving reports on completed projects.</p> <ul style="list-style-type: none"> • June and July 2017 – Workshops to develop guidelines • August 16-17, 2017 – Adoption of guidelines • October 16, 2017 – Project lists due • December 6-7, 2017 – Adoption of list of eligible cities and counties 	<p>Solutions for Congested Corridors Program (\$250M per year)</p> <p>Key issues to be addressed in the guidelines include the definition of a corridor, the definition of a highly congested corridor, the key elements of a comprehensive corridor plan, and the scoring criteria weighting.</p> <ul style="list-style-type: none"> • June through October 2017 – Workshops to develop guidelines • October 18-19, 2017 – Presentation of draft guidelines • December 6-7, 2017 – Adoption of guidelines • February 2018 – Applications due • May 2018 – Program adoption
<p>Trade Corridor Enhancement Account (\$300M per year)</p> <p>SB 103, signed by the Governor on July 21, 2017, incorporates SB 1 freight funding and federal freight funding into a single program to fund infrastructure improvements in on federally designated Trade Corridors of National and Regional Significance, on the Primary Freight Network, and along other corridors that have a high volume of freight movement.</p> <ul style="list-style-type: none"> • June through November - Workshops to develop guidelines • December 6-7, 2017 - Presentation of draft guidelines • January 2018 – Adoption of guidelines • March 2018 – Applications due • May 2018 – Program adoption 	<p>Traffic Congestion Relief Program (TCRP)</p> <p>SB 1 states “as of June 30, 2017, projects in... the Traffic Congestion Relief Program shall be deemed complete and final...” SB 1 directs the repayments due of all outstanding TCRP loans to other programs. Therefore, the only funding available to fund TCRP projects is approximately \$90 million of savings attributable to specific projects. Staff recommends the following:</p> <ul style="list-style-type: none"> • Only consider programming amendments and allocations prior to June 30, 2017. • Only consider programming amendments and allocations to shift identified savings to another TCRP project within the same county. • Allow savings to be transferred between counties only upon agreement of both applicants. • Programming amendments and allocations will not be considered if the project is already fully funded.
<p>Office of Inspector General (Effective July 1, 2017)</p> <p>No Action Required.</p>	

Contact Us:

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Deputy Director, Programing
1120 N Street, MS 52
P.O. Box 942873
Sacramento, CA 94273-0001
Mitchell.Weiss@dot.ca.gov
www.catc.ca.gov
Twitter: @california_ctc
Direct: (916) 653-2072
Main: (916) 654-4245

Account Description/Activity		ACTUAL	ACTUAL	ACTUAL	BUDGET	PROJECTED	PROPOSED	ACCOUNT CODE
		2013-14	2014-15	2015-16	2016-17	2016-17	2017-18	
7	Road Maintenance Rehabilitation Account (RMRA) The account allocates revenue to local streets, roads and other transportation uses.	62,548	49,996	23,255	10,979	11,734	27,938	20-10-3015
8	Measure M This reimbursement-based revenue is derived from an additional vehicle registration fee for San Mateo County residents and is to be used for improvements to local streets and roads.	15,150	123,000	108,441	80,057	81,147	109,502	22-10-3019
9	Supplemental C/CAG Program: Trash Reduction	10,441	-	10,500	9,773	9,773	9,773	22-10-3096
10	Potential Emergency Relief (Upper Alpine Rd) Reimbursable funds per Governor approval	-	73,482	163,799	-	-	-	50-10-3021
11	San Mateo County Library Donor Funds	-	-	-	81,103	81,103	79,603	25-16-3092
12	Miscellaneous Grants							
	ABAG-PLAN Risk Management Grant	2,872	4,086	-	1,600	1,600	1,600	08-10-3029
	OBAG Federal Aid Grant for Road Improvement	-	224,000	-	-	-	-	08-10-3031
	SMTA Measure A Grant Reimbursement	-	40,600	155,889	118,772	118,772	-	08-10-3033
	2000 Park Bond Act - provides funds for park/rec	220,000	-	-	-	-	-	08-10-3030
	Roberti-Z'berg Grant - provides funds for parks/rec purposes, including development and renovation.	12,212	-	-	-	-	-	08-10-3032
	Beverage Container Recycling Programs - Cal Recycle	-	-	-	25,000	25,000	30,000	08-10-3038
	Sub-Total Miscellaneous Grants						31,600	
	Sub-Total	787,202	1,018,666	936,776	825,620	803,441	777,120	



TOWN OF PORTOLA VALLEY STAFF REPORT

TO: Mayor and Members of the Town Council

FROM: Jeremy Dennis, Town Manager

DATE: October 11, 2017

RE: Appointment of a Public Safety Contract Subcommittee

RECOMMENDATION

Staff recommends that the Town Council appoint two councilmembers and the Police Commissioner to a Public Safety Contract Subcommittee

BACKGROUND

The Town of Portola Valley has contracted with the Sheriff's Office for law enforcement services since incorporation in 1964. The current two contracts with Sheriff's Office were signed in May of 2015 for a three year contract ending on June 30, 2018. It is made up of two components (Attachment 1):

1. An agreement for basic law enforcement services; and
2. An agreement for supplemental law enforcement services.

After the Town of Woodside contracted for similar services with the Sheriff's Office, the two communities have benefitted from their proximity and have, in many ways, engaged in a resource sharing arrangement. As a result of this arrangement, as well as proximity to other unincorporated communities, more deputies are available should a need arise.

The two contracts details somewhat similar service provision for the Town:

1. Basic Law Enforcement Services
 - a. Basic Services
 - i. Township-wide patrol services on a 24 hour, seven-days a week basis.
 - ii. Public Safety Dispatch 24 hour, seven-days a week

- iii. Basic traffic and bicycle law enforcement
 - iv. Parking enforcement and citation processing services
 - v. Special security details
 - vi. Crime reports, investigation, surveillance and apprehension of arrest of suspects
 - vii. Transportation of suspects to County jail
 - viii. Presentations and participation at various Town meetings and neighborhood groups
 - ix. Crime prevention activities
 - x. Quarterly statistical reports.
- b. Special/Additional Services
 - i. K-9 deputy available for special services
 - ii. Sheriff's Office will designate personnel during an emergency to assist the Town in managing the emergency situation
 - iii. School Resource Officer assigned to local schools
 - iv. Special investigative services, including Narcotics and Vehicle Theft task forces
 - v. Search and rescue services
 - vi. Emergency Service Bureau services, such as short-term traffic control, VIP visits, bomb squad and SWAT
 - vii. Press Releases and media support
- 2. Supplemental Law Enforcement Services
 - a. Basic Services
 - i. Traffic enforcement and emergency response services from assigned deputies
 - b. Special Services
 - i. Pro-active traffic and bicycle law enforcement
 - ii. Radar and radar trailer deployment
 - iii. Parking and related code enforcement
 - iv. Other traffic-related activities

The cost of the Basic Services contract is \$734,518 this fiscal year (an increase of 5.7% since the first year of the contract), and the cost of the Supplemental Services contract is \$287,443 in this fiscal year (an increase of 5.7% since the first year of the contract).

On any given day, the contract guarantees 1 deputy/vehicle at any time during any 24 hour period, 1 detective/vehicle as needed for investigations, and 2 deputies/1 vehicle patrolling Portola Valley/Woodside/unincorporated area. In effect, the Supplemental Services contracts pays for part of the time of the multi-jurisdictional deputies.

DISCUSSION

The Town Manager has had informal conversations with the Sheriff's Office on aspects of the current contracts over the last year. These conversations have included questions regarding the amount and type of additional services provided under the Supplemental Services contract; the relationship between the contract and public safety dispatch services; and opportunities for increased traffic and bicycle law enforcement. There have also been discussions regarding sheriff office hours and other opportunities for increased presence.

With last year's increased concerns regarding public safety in light of the two home invasion robberies, beginning a more formal conversation with the Sheriff's Office a little earlier than typical ensures that any new ideas borne out of last year's experiences can be fully explored and vetted.

Anecdotally, residents appear to be very pleased with the quality of the service provided by our partners at the Sheriff's Office. Each and every member of the Sheriff Office has shown a true commitment to the safety of all of the town's residents, and we have sincerely valued their dedication, particularly in the last year while working on the home invasion robbery cases and assisting in the creation of nearly two dozen neighborhood watch programs.

Staff recommends that the Council:

1. Create a subcommittee to work on a future law enforcement contract
2. Share their thoughts during this session on the items they would like included/considered in a future contract

Subcommittee

Staff recommends that two councilmembers be assigned to a subcommittee to work with the Town Manager to:

- Determine the services desired in a new contract
- Liaison with residents on their concerns and requests for future law enforcement services
- Work directly with the San Mateo County Sheriff's Office on a future contract extension, or a new contract
- Examine possible alternatives to the existing arrangement, if desired

Staff recommends that the Police Commissioner also be assigned to the subcommittee.

FISCAL IMPACT

There is no fiscal impact associated with the creation of this subcommittee.

ATTACHMENT

Attachment 1 – Basic and Supplemental Law Enforcement Contracts, San Mateo County Sheriff's Office

Approved by: Jeremy Dennis, Town Manager

A G R E E M E N T

- BASIC LAW ENFORCEMENT SERVICES -

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

THIS AGREEMENT, entered into on the 13 day of May, 2015, by and between the TOWN OF PORTOLA VALLEY, a general law city in the County of San Mateo, State of California, hereinafter referred to as "Town" and the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "County."

WITNESSETH

WHEREAS, pursuant to Government Code §§51300, 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 and County Public Safety Communications, 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 HEREBY AGREED 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, including law enforcement dispatch services to Town. Said services are described in Exhibit A.

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 **TWO MILLION ONE HUNDRED THIRTY-NINE THOUSAND TWO HUNDRED THIRTEEN DOLLARS AND NO CENTS (\$2,139,213.00)**, which amount shall be exclusive of Booking Fees, Jail Access Fees or Forensic Laboratory Fees.

4. **TERM.**

This Agreement shall be in full force and effect from **JULY 1, 2015 TO JUNE 30, 2018**. 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, 2015 for purposes of costs, charges, and payments by Town.

By mutual agreement of both parties, this Agreement may be extended for an additional three (3) years for an agreed upon compensation, through approval of an Amendment by the Town Council and the County Board of Supervisors.

To this end, Town shall notify County no later than January 1, 2018, of its intent to extend this Agreement and the parties shall thereafter negotiate the terms of such extension, including the level of compensation, in an effort to reach agreement before the 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.

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

Such insurance shall include:

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

8. NON-DISCRIMINATION AND OTHER REQUIREMENTS.

- A. Section 504. Town and County shall comply with § 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which provide that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement, and that reasonable and legally-specified accommodations will be made to serve individuals with disabilities.
- B. General Non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. 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.

- D. 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 County, and /or legal action to recover from Town any Court-imposed damages Incurred by County as a result of Town's violation(s). To effectuate the provisions of this section, the County Manager may request authorization to examine Town's employment records with respect to compliance with this paragraph, and Town shall not unduly withhold authorization.
- E. Filing of Discrimination Complaints - Notification. Town shall report to the County Manager 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 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 shall provide County with a copy of their response to the Complaint when filed.
- F. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Town shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- G. Other Statutory Compliance. Town 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.
- 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. FINES AND FORFEITURES.

Town shall be entitled to the total fines and forfeitures to which Town would otherwise be entitled pursuant to subparagraph (d) of paragraph (1) of Section 1463 of the Penal Code upon conviction or upon the forfeiture of bail following arrests made by the Sheriff or a Deputy Sheriff of the County for the commission of a misdemeanor within the territorial limits of Town.

14. 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.

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

Carole Groom

By: _____
President, Board of Supervisors

Date: June 16, 2015

ATTEST:

J. Malthe

Resolution #073888

By: _____
Clerk of Said Board

TOWN OF PORTOLA VALLEY

By: _____
Jeff Aalfs
Jeff Aalfs, Mayor

Date: 18 May 2015

ATTEST:

By: *Sharon Hanlon*
Sharon Hanlon, Town Clerk

EXHIBIT A – SERVICES

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

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

1. DESCRIPTION OF LAW ENFORCEMENT SERVICES PROVIDED BY COUNTY.

County shall provide law enforcement services, including law enforcement dispatch 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 or by County Public Safety Communications.

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 above, 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. BASIC SERVICES.

- 1) Township-wide patrol services on a 24 hour, seven-days a week basis.
- 2) Public Safety Dispatch 24 hour, seven-days a week.
- 3) Basic traffic and bicycle law enforcement.
- 4) Parking enforcement and citation processing services.
- 5) Special security details (i.e., bicycle and running events, 4th of July Parade, Presidential visits, Noon-time Riders bicycle group travel monitoring & enforcement, rodeos, King's Mountain Arts Fair, farmers markets, etc.)
- 6) Crime reports, investigation, surveillance and apprehension and arrest of suspects.
- 7) Transportation of suspects to County jail.
- 8) Presentations and participation at various Town meetings and neighborhood groups.
- 9) Crime prevention activities.
- 10) Quarterly statistical reports.

B. SPECIAL / ADDITIONAL SERVICES.

- 1) K-9 Deputy available for special services.
- 2) The Sheriff's Office will designate personnel during an emergency to assist the Town in managing the emergency situation.
- 3) School Resource Officer assigned to local schools.
 - D.A.R.E. Programs.
 - Sober Graduations.
 - Government classes.

- Counseling.
 - Other courses available.
- 4) Special investigative services.
 - Narcotics Task Force (NTF).
 - Vehicle Theft Task Force (VTTF).
 - *The Sheriff will provide these services on behalf of the Town, and the payments made to the County under this agreement include compensation for NTF and VTTF services. Therefore, the Town will not be a signatory to any other agreements for NTF or VTTF services.*
- 5) Search and rescue services.
- 6) Emergency Service Bureau services.
 - Short-term traffic control (parades, community and special events.)
 - Presidential visits/events.
 - Bomb Squad.
 - Hostage negotiations / SWAT.
- 7) Press Releases and media support.

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.

A. ASSIGNED PERSONNEL.

PATROL- 24 x 7 coverage <i>(Joint area coverage for Towns of Woodside, Portola Valley, and unincorporated area)</i>		
Team 1: 0600 - 1800 (Day Shift)	1 Deputy	1 Vehicle
Team 2: 0600 - 1800 (Day Shift)	1 Deputy	1 Vehicle
Team 3: 1800 - 0600 (Night Shift)	1 Deputy	1 Vehicle
Team 4: 1800 - 0600 (Night Shift)	1 Deputy	1 Vehicle
INVESTIGATIONS	1 Detective	1 Vehicle

3. REPORTS.

The Sheriff's representative shall report periodically to the Town Council and/or Town Safety Committee, at the Town Manager's discretion, all violations of law within its borders coming to his attention. The Sheriff shall also provide quarterly statistical reports to the Town.

4. UNIFORMS & 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. SUPPLEMENTAL LAW ENFORCEMENT SERVICES - SLESA FUNDING.

Supplemental law enforcement services funded by the State's Supplemental Law Enforcement Services Account (formerly referred to as State COPS) are defined and covered under a separate Agreement between Town and County, and are not part of this Agreement.

6. SPECIAL PATROL SERVICE COSTS.

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.

7. 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. 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 & RATES

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

In consideration of the services described in Exhibit A, Town shall pay County based on the following fee schedule (these rates do not include Special Patrol Costs, described in Section 6 of Exhibit A):

1. CHARGES FOR SERVICES.

Town agrees to pay County for service as calculated based on the formulas set forth herein.

	FY 2015-16	FY 2016-17	FY 2017-18	TOTALS
Basic Law Enforcement	\$644,221	\$663,548	\$683,454	\$1,991,223
Dispatch Services	\$47,879	\$49,446	\$51,064	\$148,389
TOTALS	\$692,100	\$712,994	\$734,518	\$2,139,612

2. PAYMENTS.

Total Fiscal Year Payments below are a combined total of Section 1 above, to be paid quarterly.

Due on or before:	FY 2015-16	FY 2016-17	FY 2017-18
September 30, 2012	\$173,025	\$178,248.50	\$183,629.50
December 31, 2012	\$173,025	\$178,248.50	\$183,629.50
March 31, 2013	\$173,025	\$178,248.50	\$183,629.50
June 30, 2013	\$173,025	\$178,248.50	\$183,629.50
TOTAL:	\$692,100	\$712,994	\$734,518

3. INVOICING / BILLING.

A. INVOICING.

On a quarterly basis in accordance with Section 2 above, Sheriff's Office Fiscal Services shall submit to Town an invoice at the end of the third month of each quarter.

Questions regarding invoicing shall be directed to the Sheriff's Office Fiscal Services Manager at (650) 363-1842 or mailed to:

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

B. PAYMENT DUE.

Payment from Town shall be made to County by the end of said month, or within 30 days of receipt of invoice in event of a billing delay.

C. PAYMENT DISTRIBUTION.

The Sheriff's Office Fiscal Services Bureau shall be responsible for Internal distribution of payments received from Town between the Sheriff and County Public Safety Communications.

4. BOOKING / 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 Booking Fees or 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.

RESOLUTION NO. 2657 -2015

RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PORTOLA VALLEY APPROVING AN AGREEMENT
FOR BASIC LAW ENFORCEMENT SERVICES
FOR FISCAL YEAR 2015-16 THROUGH FISCAL YEAR 2017-18
BETWEEN THE TOWN OF PORTOLA VALLEY AND
THE COUNTY OF SAN MATEO

WHEREAS, the Town Council of the Town of Portola Valley has read and considered the Agreement for Basic Law Enforcement Services for fiscal year 2015-16 through fiscal year 2017-18 (Agreement) between the Town and the County of San Mateo.

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

1. Public interest and convenience require the Town of Portola Valley to enter into the Agreement as described above.
2. The Town of Portola Valley hereby approves the Agreement 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 13th day of May, 2015.

By: Jeff Kalls
Jeff Kalls, Mayor

ATTEST:

Sharon Hanlon
Sharon Hanlon, Town Clerk

RESOLUTION NO. 073888

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE: A) AGREEMENTS WITH THE TOWNS OF PORTOLA VALLEY AND WOODSIDE FOR THE PROVISION OF LAW ENFORCEMENT AND PUBLIC SAFETY COMMUNICATION SERVICES, FOR A THREE YEAR TERM FROM JULY 1, 2015 THROUGH JUNE 30, 2018, WITH THE OPTION TO EXTEND FOR AN ADDITIONAL THREE YEARS TO JUNE 30, 2021, AND A COMBINED TOTAL OF \$7,934,240 FOR THE INITIAL THREE YEAR TERM; AND B) SHERIFF OR SHERIFF'S DESIGNEE TO EXECUTE AMENDMENTS ASSOCIATED WITH THESE AGREEMENTS, PROVIDED THAT ANY ADDITIONAL COSTS INCURRED ON BEHALF OF THE COUNTY ARE FULLY REIMBURSED BY TOWNS AND THEREFORE SAID AMENDMENT(S) DO NOT RESULT IN ANY NET COST TO THE COUNTY'S GENERAL FUND.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there exists a long-standing contractual relationship between the Towns of Portola Valley and Woodside and the County of San Mateo, whereby the Sheriff's Office provides law enforcement services and Public Safety Communications provides dispatch services for the Towns; and

WHEREAS, the Towns of Portola Valley and Woodside are desirous and have agreed that the Sheriff's Office and Public Safety Communications continue to be the provider of basic law enforcement and dispatch services within their respective Townships for the period of three years, under agreements renewable for an additional three years through negotiation and further amendment, if desired and agreed to by both parties; and

WHEREAS, the Town of Portola Valley has elected to separately contract for supplemental traffic services funded by State COPS monies; and

WHEREAS, the Town of Woodside has incorporated supplemental traffic services into one consolidated agreement, but desires the ability to re-negotiate this component of service during the term of the agreement should State funding levels change; and

WHEREAS, this Board finds that it is necessary and desirable that agreements be executed with the Town of Portola Valley and the Town of Woodside, for specified law enforcement and public safety communication services, for a three year period ending June 30, 2018, with the option to extend for an additional three years to June 30, 2021, and a combined total of \$7,934,240 for the initial three year period; and

WHEREAS, this Board finds it necessary and desirable to authorize the Sheriff of San Mateo County to re-negotiate the level of supplemental State-funded traffic services with either or both Towns, as may be requested by Towns during the agreement term; and

WHEREAS, this Board has been presented with said agreements, and has examined and approved them as to both form and content, and desires to enter into same;

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board be, and is hereby authorized and directed to execute the basic

and supplemental law enforcement and public safety communication services contracts with the Town of Portola Valley and the Town of Woodside and the Clerk of the Board shall attest the President's signature thereto; and

BE IT FURTHER RESOLVED that the Sheriff or Sheriff's designee is hereby authorized and directed to execute amendments associated with these agreements, provided that any additional costs incurred on behalf of the County are fully reimbursed by Towns and therefore said amendments do not result in any net cost to the County's General Fund.

* * * * *

RESOLUTION NUMBER: 073888

Regularly passed and adopted this 16th day of June 2015

AYES and in favor of said resolution:

Supervisors: CAROLE GROOM

DAVE PINE

DON HORSLEY

WARREN SLOCUM

ADRIENNE J. TISSIER

NOES and against said resolution:

Supervisors: NONE

Absent Supervisors: NONE

Carole Groom

President, Board of Supervisors
County of San Mateo
State of California

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

Mina Lim Acting Deputy
Clerk of the Board of Supervisors



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Sheriff's Office



Date: May 14, 2015
Board Meeting Date: June 16, 2015
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Greg Munks, Sheriff

Subject: Law Enforcement and Public Safety Communication Services Agreements with the Towns of Portola Valley and Woodside

RECOMMENDATION:

Adopt a resolution authorizing the:

- A) Agreements with the Towns of Portola Valley and Woodside for the provision of law enforcement and public safety communication services, for a three year term from July 1, 2015 through June 30, 2018, with the option to extend for an additional three years to June 30, 2021, and a combined total of \$7,934,240 for the initial three year term; and
- B) Sheriff or Sheriff's designee to execute amendments associated with these Agreements, provided that any additional costs incurred on behalf of the County are fully reimbursed by Towns and therefore said amendment(s) do not result in any net cost to the County's General Fund

BACKGROUND:

The Sheriff's Office has provided contract law enforcement services to the Townships of Woodside and Portola Valley for many years. The services include basic police patrol, traffic enforcement, crime investigations and crime prevention services. Contracted services also include dispatch services provided by Public Safety Communications. Towns as well as cities are finding it more economical to contract for law enforcement services with the County than to finance separate police departments within their budgets. Because the township boundaries are contiguous and are surrounded by unincorporated areas, the Sheriff's Office can serve as a police department for both townships, with an economy of scale which could not be matched by either town individually. Due to the relative proximity to the Sheriff's Redwood City headquarters, there are no overhead costs for operating a separate police substation. Space is made

available at both town halls (at town expense) for deputies to complete reports and meet with town officials or citizen groups, functioning as mini-substations.

DISCUSSION:

The Sheriff's Office has met repeatedly with Town management, Town councils, and Town public safety committees over the last half-year period, and both towns desire to continue contracting with the County. The proposed agreements are for three year periods from July 1, 2015 through June 30, 2018, with the option to extend the terms for three years to June 30, 2021. A current level of police service, with no major changes, is desired by both Portola Valley and Woodside.

The Sheriff's Office currently services the consolidated beat with eight (8) deputies working a 7-day, 24-hour shift, and one (1) detective. A motorcycle patrol unit services Woodside only, with a deputy working a rotating 12 hour schedule covering both weekdays and weekends through its rotation. Two (2) of the seven (7) deputies are partially offset by State COPS funding of \$100,000 annually, which is received by each of the Towns. Portola Valley prefers to separate out the COPS-funded position into a renewable annual supplemental agreement, for financial reasons, whereas Woodside prefers to consolidate all positions into one agreement. Hence, there is a basic and supplemental agreement for Portola Valley, but one agreement for Woodside.

As with the previous contracts, the allocation cost base for the proposed agreements include the following support cost items: Patrol Bureau supervision and management; Sheriff's departmental overhead; administrative and fiscal support; and payments to County service agencies for workers compensation and liability insurance, motor vehicle replacement and radio maintenance. Contract expenses also cover direct operating expenses such as vehicle maintenance costs, uniforms, safety equipment, replacement radio equipment, and various other operating costs.

County Counsel has reviewed and approved the resolution and all three agreements as to legal form.

Approval of these agreements contributes to the Shared Vision 2025 outcome of a Healthy Community by providing seamless law enforcement and public safety dispatch services to ensure safe neighborhoods for the Towns of Portola Valley and Woodside.

PERFORMANCE MEASURE:

Measure	FY 2014-15 Actual	FY 2015-16 Projected
Average Response Time – Urban / Rural	5:55 / 15:54	5:00 / 14:00

FISCAL IMPACT:

All three agreements are for three year terms commencing July 1, 2015 through June 30, 2018, with the option to extend an additional three years to June 30, 2021. Under the agreement with Town of Woodside, the Sheriff's Office will be reimbursed a total of \$4,957,570 for the first three years. The Sheriff's Office will be reimbursed a combined

total of \$2,976,670 according to the basic and supplemental agreements with the Town of Portola Valley. Reimbursement from these contracts has been included in the Sheriff's Office FY 2015-16 Recommended Budget and will be included in future budgets. There is no net county cost.

AGREEMENT

- SUPPLEMENTAL LAW ENFORCEMENT SERVICES -

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

THIS AGREEMENT, entered into on the 13 day of May, 2015, by and between the TOWN OF PORTOLA VALLEY, a general law city in the County of San Mateo, State of California, hereinafter referred to as "Town" and the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "County."

WITNESSETH

WHEREAS, pursuant to Government Code §551300, 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 and County Public Safety Communications, 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 HEREBY AGREED 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, including law enforcement dispatch services to Town. Said services are described in Exhibit A.

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 total fiscal obligation to County under this Agreement exceed **EIGHT HUNDRED THIRTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND NO CENTS (\$837,457.00)**, which amount shall be exclusive of Booking Fees, Jail Access Fees or Forensic Laboratory Fees.

4. **TERM.**

This Agreement shall be in full force and effect from **JULY 1, 2015 TO JUNE 30, 2018**. 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, 2015 for purposes of costs, charges, and payments by Town.

By mutual agreement of both parties, this Agreement may be extended for an additional three (3) years for an agreed upon compensation, through approval of an Amendment by the Town Council and the County Board of Supervisors.

To this end, Town shall notify County no later than January 1, 2018, of its intent to extend this Agreement and the parties shall thereafter negotiate the terms of such extension, including the level of compensation, in an effort to reach agreement before the 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.

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

Such insurance shall include:

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

8. NON-DISCRIMINATION AND OTHER REQUIREMENTS.

- A. Section 504. Town and County shall comply with § 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which provide that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement, and that reasonable and legally-specified accommodations will be made to serve individuals with disabilities.
- B. General Non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. 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.
- D. 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 County, and /or legal action to recover from Town any Court-imposed damages incurred by County as a result of Town's violation(s). To effectuate the provisions of this section, the County Manager may request authorization to examine Town's employment records with respect to compliance with this paragraph, and Town shall not unduly withhold authorization.
- E. Filing of Discrimination Complaints - Notification. Town shall report to the County Manager 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 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 shall provide County with a copy of their response to the Complaint when filed.

- F. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Town shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- G. Other Statutory Compliance. Town 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.
- 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. FINES AND FORFEITURES.

Town shall be entitled to the total fines and forfeitures to which Town would otherwise be entitled pursuant to subparagraph (d) of paragraph (1) of Section 1463 of the Penal Code upon conviction or upon the forfeiture of bail following arrests made by the Sheriff or a Deputy Sheriff of the County for the commission of a misdemeanor within the territorial limits of Town.

14. 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.

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: Carole Groom
President, Board of Supervisors

Date: June 16, 2015

ATTEST:

By: [Signature]
Clerk of Said Board

Resolution #073888

TOWN OF PORTOLA VALLEY

By: [Signature]
Jeff Aalis, Mayor

Date: 18 May 2015

ATTEST:

By: [Signature]
Sharon Hanlon, Town Clerk

EXHIBIT A – SERVICES

- SUPPLEMENTAL LAW ENFORCEMENT SERVICES -

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

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

1. DESCRIPTION OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES PROVIDED BY COUNTY.

Pursuant to Government Code Section 30061, the State of California annually determines the level of appropriation and distribution of same to local jurisdictions, for the Supplemental Law Enforcement Services Account (SLESA), formerly referred to as State COPS. Statutorily, these funds must be expended for additional law enforcement services.

Through SLESA funding, County shall provide Town supplemental traffic enforcement services. Supplemental traffic enforcement services shall be shared evenly and exclusively between the Town of Portola Valley and the Town of Woodside.

A. BASIC SERVICES.

The assigned deputies will provide traffic enforcement and emergency response services, working within the boundaries of both towns at all times, unless temporarily responding to a Priority One dispatch call to aid other deputies working in the general area. 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 or by County Public Safety Communications.

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.

B. SPECIAL SERVICES.

- 1) Pro-active traffic and bicycle law enforcement.
- 2) Radar and radar trailer deployment.
- 3) Parking and related code enforcement.
- 4) Other traffic-related activities.

2. SELECTION / SUPERVISION OF PERSONNEL.

- A. 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.

B. ASSIGNED PERSONNEL.

PATROL 2 POSITIONS		
<i>(Joint area coverage for Towns of Woodside, Portola Valley, and unincorporated area)</i>		
Day Shift:	2 deputies	1 vehicle

3. REPORTS.

The Sheriff's representative shall report periodically to the Town Council and/or Town Safety Committee, at the Town Manager's discretion, all violations of law within its borders coming to his attention. The Sheriff shall also provide quarterly statistical reports to the Town.

4. UNIFORMS & 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. SPECIAL PATROL SERVICE COSTS.

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.

6. 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. 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.

7. SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT (SLESA).

- A. Since 2001, the Town of Portola Valley has received an appropriation of \$100,000 from the State COPS Fund (now referred to as SLESA) and elects to apply these funds and a lesser amount of supplemental Town funds towards the cost of supplemental day-shift traffic patrol service.
- B. The Town shall undertake and be responsible for all legislative and fiscal activities required under SLESA, which include but are not necessarily limited to Town Council adoption of the required annual Resolution; as well as annual fiscal reporting to the County Controller's Office by the due date specified by that office; and any additional programmatic reporting to the State or to the County as may be required regarding the use of funds, and benefits of services provided thereto.
- C. Future Year SLESA Funding & Service Reduction Options.
As set forth in this exhibit, in the event SLESA funding, which is annually appropriated by the Legislature, should in a future fiscal year be proposed by the Governor to be reduced below the current \$100,000 per Town, or be eliminated altogether, the Town and the Sheriff's Office shall meet prior to the adoption of the State budget and decide upon a course of action for the upcoming fiscal year. The Sheriff shall provide the Town with cost and service options for either reducing the supplemental traffic deputy service or eliminating it altogether, based on the level of reduction in SLESA funding; available Town funding; and the Town Council's desire. This Agreement, and the related modified charges to Town for SLESA traffic services, may then be amended by the mutual decision of both parties. Said amendment may be authorized in the form of a written Amendment to this Agreement, approved and signed by the Sheriff and the Town Manager.

EXHIBIT B – PAYMENTS & RATES

- SUPPLEMENTAL LAW ENFORCEMENT SERVICES -

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

In consideration of the services described in Exhibit A, Town shall pay County based on the following fee schedule (these rates do not include Special Patrol Costs, described in Section 6 of Exhibit A):

1. SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT (SLESA).

Currently, both the Town of Woodside and the Town of Portola Valley receive SLESA funding, which is used for supplemental law enforcement services:

- A. Woodside - \$100,000.00
- B. Portola Valley - \$100,000.00

2. CHARGES FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES.

Charges for supplemental services, as defined in Exhibit A, are inclusive of both State SLESA and supplemental Town funding.

	FY 2015-16	FY 2016-17	FY 2017-18	TOTAL
Supplemental Law Enforcement Services	\$270,943	\$279,071	\$287,443	\$837,457

3. PAYMENTS.

Total Fiscal Year Payments below are a combined total of Section 1 above, to be paid quarterly.

Due on or before:	FY 2015-16	FY 2016-17	FY 2017-18
September 30, 2012	\$67,735.75	\$69,767.75	\$71,860.75
December 31, 2012	\$67,735.75	\$69,767.75	\$71,860.75
March 31, 2013	\$67,735.75	\$69,767.75	\$71,860.75
June 30, 2013	\$67,735.75	\$69,767.75	\$71,860.75
TOTAL:	\$270,943	\$279,071	\$287,443

4. INVOICING / BILLING.

A. INVOICING.

On a quarterly basis in accordance with Section 2 above, Sheriff's Office Fiscal Services shall submit to Town an invoice at the end of the third month of each quarter.

Questions regarding invoicing shall be directed to the Sheriff's Office Fiscal Services Manager at (650) 363-1842 or mailed to:

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

B. PAYMENT DUE.

Payment from Town shall be made to County by the end of said month, or within 30 days of receipt of invoice in event of a billing delay.

C. PAYMENT DISTRIBUTION.

The Sheriff's Office Fiscal Services Bureau shall be responsible for internal distribution of payments received from Town between the Sheriff and County Public Safety Communications.

5. BOOKING / 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 Booking Fees or 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.

RESOLUTION NO. 2658-2015


RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PORTOLA VALLEY APPROVING AN AGREEMENT
FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES
FOR FISCAL YEAR 2015-16 THROUGH FISCAL YEAR 2017-18
BETWEEN THE TOWN OF PORTOLA VALLEY AND
THE COUNTY OF SAN MATEO

WHEREAS, the Town Council of the Town of Portola Valley has read and considered the Agreement for Supplemental Law Enforcement Services for fiscal year 2015-16 through fiscal year 2017-18 (Agreement) between the Town and the County of San Mateo; and

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

1. Public interest and convenience require the Town of Portola Valley to enter into the Agreement as described above.
2. The Town of Portola Valley hereby approves the Agreement 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 13th day of May, 2015.

By: 
Jeff Halfs, Mayor

ATTEST:


Sharon Hanlon, Town Clerk

RESOLUTION NO. 073888

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE: A) AGREEMENTS WITH THE TOWNS OF PORTOLA VALLEY AND WOODSIDE FOR THE PROVISION OF LAW ENFORCEMENT AND PUBLIC SAFETY COMMUNICATION SERVICES, FOR A THREE YEAR TERM FROM JULY 1, 2015 THROUGH JUNE 30, 2018, WITH THE OPTION TO EXTEND FOR AN ADDITIONAL THREE YEARS TO JUNE 30, 2021, AND A COMBINED TOTAL OF \$7,934,240 FOR THE INITIAL THREE YEAR TERM; AND B) SHERIFF OR SHERIFF'S DESIGNEE TO EXECUTE AMENDMENTS ASSOCIATED WITH THESE AGREEMENTS, PROVIDED THAT ANY ADDITIONAL COSTS INCURRED ON BEHALF OF THE COUNTY ARE FULLY REIMBURSED BY TOWNS AND THEREFORE SAID AMENDMENT(S) DO NOT RESULT IN ANY NET COST TO THE COUNTY'S GENERAL FUND.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there exists a long-standing contractual relationship between the Towns of Portola Valley and Woodside and the County of San Mateo, whereby the Sheriff's Office provides law enforcement services and Public Safety Communications provides dispatch services for the Towns; and

WHEREAS, the Towns of Portola Valley and Woodside are desirous and have agreed that the Sheriff's Office and Public Safety Communications continue to be the provider of basic law enforcement and dispatch services within their respective Townships for the period of three years, under agreements renewable for an additional three years through negotiation and further amendment, if desired and agreed to by both parties; and

WHEREAS, the Town of Portola Valley has elected to separately contract for supplemental traffic services funded by State COPS monies; and

WHEREAS, the Town of Woodside has incorporated supplemental traffic services into one consolidated agreement, but desires the ability to re-negotiate this component of service during the term of the agreement should State funding levels change; and

WHEREAS, this Board finds that it is necessary and desirable that agreements be executed with the Town of Portola Valley and the Town of Woodside, for specified law enforcement and public safety communication services, for a three year period ending June 30, 2018, with the option to extend for an additional three years to June 30, 2021, and a combined total of \$7,934,240 for the initial three year period; and

WHEREAS, this Board finds it necessary and desirable to authorize the Sheriff of San Mateo County to re-negotiate the level of supplemental State-funded traffic services with either or both Towns, as may be requested by Towns during the agreement term; and

WHEREAS, this Board has been presented with said agreements, and has examined and approved them as to both form and content, and desires to enter into same;

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board be, and is hereby authorized and directed to execute the basic

and supplemental law enforcement and public safety communication services contracts with the Town of Portola Valley and the Town of Woodside and the Clerk of the Board shall attest the President's signature thereto; and

BE IT FURTHER RESOLVED that the Sheriff or Sheriff's designee is hereby authorized and directed to execute amendments associated with these agreements, provided that any additional costs incurred on behalf of the County are fully reimbursed by Towns and therefore said amendments do not result in any net cost to the County's General Fund.

* * * * *

RESOLUTION NUMBER: 073888

Regularly passed and adopted this 16th day of June 2015

AYES and in favor of said resolution:

Supervisors:

CAROLE GROOM

DAVE PINE

DON HORSLEY

WARREN SLOCUM

ADRIENNE J. TISSIER

NOES and against said resolution:

Supervisors:

NONE

Absent Supervisors:

NONE

Carole Groom

President, Board of Supervisors
County of San Mateo
State of California

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



Mina Lim Acting Deputy
Clerk of the Board of Supervisors



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Sheriff's Office



Date: May 14, 2015
Board Meeting Date: June 16, 2015
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Greg Munks, Sheriff

Subject: Law Enforcement and Public Safety Communication Services Agreements with the Towns of Portola Valley and Woodside

RECOMMENDATION:

Adopt a resolution authorizing the:

- A) Agreements with the Towns of Portola Valley and Woodside for the provision of law enforcement and public safety communication services, for a three year term from July 1, 2015 through June 30, 2018, with the option to extend for an additional three years to June 30, 2021, and a combined total of \$7,934,240 for the initial three year term; and
- B) Sheriff or Sheriff's designee to execute amendments associated with these Agreements, provided that any additional costs incurred on behalf of the County are fully reimbursed by Towns and therefore said amendment(s) do not result in any net cost to the County's General Fund

BACKGROUND:

The Sheriff's Office has provided contract law enforcement services to the Townships of Woodside and Portola Valley for many years. The services include basic police patrol, traffic enforcement, crime investigations and crime prevention services. Contracted services also include dispatch services provided by Public Safety Communications. Towns as well as cities are finding it more economical to contract for law enforcement services with the County than to finance separate police departments within their budgets. Because the township boundaries are contiguous and are surrounded by unincorporated areas, the Sheriff's Office can serve as a police department for both townships, with an economy of scale which could not be matched by either town individually. Due to the relative proximity to the Sheriff's Redwood City headquarters, there are no overhead costs for operating a separate police substation. Space is made

available at both town halls (at town expense) for deputies to complete reports and meet with town officials or citizen groups, functioning as mini-substations.

DISCUSSION:

The Sheriff's Office has met repeatedly with Town management, Town councils, and Town public safety committees over the last half-year period, and both towns desire to continue contracting with the County. The proposed agreements are for three year periods from July 1, 2015 through June 30, 2018, with the option to extend the terms for three years to June 30, 2021. A current level of police service, with no major changes, is desired by both Portola Valley and Woodside.

The Sheriff's Office currently services the consolidated beat with eight (8) deputies working a 7-day, 24-hour shift, and one (1) detective. A motorcycle patrol unit services Woodside only, with a deputy working a rotating 12 hour schedule covering both weekdays and weekends through its rotation. Two (2) of the seven (7) deputies are partially offset by State COPS funding of \$100,000 annually, which is received by each of the Towns. Portola Valley prefers to separate out the COPS-funded position into a renewable annual supplemental agreement, for financial reasons, whereas Woodside prefers to consolidate all positions into one agreement. Hence, there is a basic and supplemental agreement for Portola Valley, but one agreement for Woodside.

As with the previous contracts, the allocation cost base for the proposed agreements include the following support cost items: Patrol Bureau supervision and management; Sheriff's departmental overhead; administrative and fiscal support; and payments to County service agencies for workers compensation and liability insurance, motor vehicle replacement and radio maintenance. Contract expenses also cover direct operating expenses such as vehicle maintenance costs, uniforms, safety equipment, replacement radio equipment, and various other operating costs.

County Counsel has reviewed and approved the resolution and all three agreements as to legal form.

Approval of these agreements contributes to the Shared Vision 2025 outcome of a Healthy Community by providing seamless law enforcement and public safety dispatch services to ensure safe neighborhoods for the Towns of Portola Valley and Woodside.

PERFORMANCE MEASURE:

Measure	FY 2014-15 Actual	FY 2015-16 Projected
Average Response Time – Urban / Rural	5:55 / 15:54	5:00 / 14:00

FISCAL IMPACT:

All three agreements are for three year terms commencing July 1, 2015 through June 30, 2018, with the option to extend an additional three years to June 30, 2021. Under the agreement with Town of Woodside, the Sheriff's Office will be reimbursed a total of \$4,957,570 for the first three years. The Sheriff's Office will be reimbursed a combined

total of \$2,976,670 according to the basic and supplemental agreements with the Town of Portola Valley. Reimbursement from these contracts has been included in the Sheriff's Office FY 2015-16 Recommended Budget and will be included in future budgets. There is no net county cost.

#8

There are no written materials for Council Liaison Committee and Regional Agencies Reports.

#9

There are no written materials for Town Manager Report

TOWN COUNCIL WEEKLY DIGEST

Friday – September 29, 2017

1. Agenda (Action) – Town Council – Wednesday, September 27, 2017
2. Agenda – Parks & Recreation Committee - Monday, October 2, 2017
3. Agenda (Cancellation) – Bicycle, Pedestrian & Traffic Safety Committee – Wednesday, October 4, 2017
4. Agenda (Cancellation) – Planning Commission – Wednesday, October 4, 2017
5. Agenda (Special) – Bicycle, Pedestrian & Traffic Safety Committee – Thursday, October 5, 2017 at 7 PM
6. Monthly Meeting Schedule – October 2017
7. Invitation - City Of Belmont Veteran’s Memorial Dedication – Friday, November 10, 2017
8. Invitation – [Sustainable San Mateo County 25th Anniversary Celebration](#) – Saturday, October 7, 2017

Attached Separates (Council Only)

(placed in your town hall mailbox)

1. Invitation from San Mateo County Association of Grand Jurors – Luncheon with Guest Speaker Congresswoman Jackie Speier – Friday, October 20, 2017



TOWN OF PORTOLA VALLEY

7:00 PM – Regular Meeting of the Town Council
 Wednesday, September 27, 2017
 Historic Schoolhouse
 765 Portola Road, Portola Valley, CA 94028

ACTION AGENDA

7:00 PM - CALL TO ORDER AND ROLL CALL

Councilmember Derwin, Councilmember Aalfs, Councilmember Wengert, Vice Mayor Richards and Mayor Hughes

All Present

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.

None

CONSENT AGENDA

The following items listed on the Consent Agenda are considered routine and approved by one roll call motion. The Mayor or any member of the Town Council or of the public may request that any item listed under the Consent Agenda be removed and action taken separately.

1. **Approval of Minutes** – Town Council Meeting of September 13, 2017

Item #1 Approved following Discussion

2. **Approval of Warrant List** – September 27, 2017

3. **Recommendation by Planning Director** – Adopt Proposed Ordinance Adding Chapter 15.22 to the Portola Valley Municipal Code to Establish Expedited Permitting Procedures for Electric Vehicle Charging Systems

- (a) Second Reading of Title, Waive Further Reading, and Adopt an Ordinance of the Town Council of the Town of Portola Valley Adding Chapter 15.22 to the Portola Valley Municipal Code to Establish Expedited Permitting Procedures for Electric Vehicle Charging Systems (Ordinance No. 2017-421)

Items 2 & 3 Approved 5-0

REGULAR AGENDA

COMMITTEE REPORTS & REQUESTS

4. **Report from the Ad-Hoc Housing on Town Owned Property Committee**

Council accepted the Committee's report and requested the Ad-Hoc Committee stay active for potential future assignments. Staff will provide Council with recommendations for community engagement at the October 25 Council meeting.

STAFF REPORTS AND RECOMMENDATIONS

5. **Recommendation by Finance Director** – Adoption of a Resolution Authorizing Consultant Service Agreement, Information Technology Services for Town Hall

- (a) Adoption of a Resolution of the Town Council of the Town of Portola Valley Approving and Authorizing Execution of an Agreement Between the Town of Portola Valley and the City of Redwood City (Resolution No. 2740-2017)

Approved 5-0

6. **Presentation from Public Works Director** – Pavement Treatment, Types, and Selection on the Roadway and Paved Shoulders

Staff will provide Council with short-term solutions for improving current paving on shoulders of arterial roads and will consider road surface for cars and bicycles on future road work.

7. **Recommendation by Mayor** – Formation of a Subcommittee to review Town Manager Contract

Mayor Hughes and Vice Mayor Richards were assigned to the subcommittee

8. **COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS**

Report by Town Council Members – Brief announcements or reports on items of significance for the entire Town Council arising out of liaison appointments to both in-town and regional committees and initiatives. *There are no written materials, and the Town Council does not take action under this agenda item.*

Councilmember Derwin –

Represented and spoke at the C/CAG ribbon cutting ceremony for the US 101 Broadway Interchange. Attended the September 14, C/CAG meeting, the September 18 SERC meeting and the September 18 Library JPA Board Meeting. She attended the C/CAG RMCP Committee and heard a presentation on the UC San Diego Micro-Grid and a HEART meeting held on September 27.

Councilmember Aalfs -

Attended the September 19 Trails & Paths Committee meeting and the September 20 Planning Commission meeting. He reported that Peninsula Clean Energy held its annual retreat on September 23.

Councilmember Wengert -

Attended the opening ceremony for new public space atop Mt. Umunhum and the September 25 Finance Committee meeting, discussing Utility User Tax and LAIF Investments.

Vice Mayor Richards -

Attended the September 26 Conservation Committee meeting and the San Mateo County Emergency Services Council meeting.

Mayor Hughes -

Mayor Hughes, Town Manager Dennis, Public Works Director Young, and Bicycle, Pedestrian & Traffic Safety Committee chair Ed Holland held a traffic watch at The Priory. They will meet next at Alpine and Corte Madera crossing. He noted that the next Bicycle, Pedestrian & Traffic Safety Committee meeting would be a night meeting, scheduled for Thursday, October 5 at 7:00 pm.

9. **TOWN MANAGER REPORT**

Town Manager Dennis has scheduled a meeting with Ann-Marie Despain Director of Library Services to discuss facility planning and funding. He noted that Ali Taghavi, Communications & Sustainability Management Analyst, will start work on Monday, October 2, 2017.

WRITTEN COMMUNICATIONS

10 **Town Council Digest** – September 15, 2017

No Comments

11. **Town Council Digest** – September 22, 2017

No Comments

ADJOURNMENT: 9:30 pm

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. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

AVAILABILITY OF INFORMATION

Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Portola Valley Library located adjacent to Town Hall. In accordance with SB343, Town Council agenda materials, released less than 72 hours prior to the meeting, are available to the public at Town Hall, 765 Portola Road, Portola Valley, CA 94028.

SUBMITTAL OF AGENDA ITEMS

The deadline for submittal of agenda items is 12:00 Noon WEDNESDAY of the week prior to the meeting. By law no action can be taken on matters not listed on the printed agenda unless the Town Council determines that emergency action is required. Non-emergency matters brought up by the public under Communications may be referred to the administrative staff for



**Town of Portola Valley
Parks & Recreation Committee Meeting
Monday, October 2, 2017 – 7:30 pm
Historic Schoolhouse
765 Portola Road, Portola Valley, CA**

AGENDA

1. Call to Order
2. Oral Communications (*5 minutes*)
Persons wishing to address the Committee on any subject, not on the agenda, may do so now. Please note however, the Committee is not able to undertake extended discussion or action tonight on items not on the agenda. *Two minutes per person.*
3. Approval of Minutes: August 7, 2017 (The September meeting was canceled)
4. General Check-in & Updates
5. Mission and Planning
6. Adjournment

Next Meeting – November 6, 2017



TOWN OF PORTOLA VALLEY
Bicycle, Pedestrian and Traffic Safety
Committee Meeting
Wednesday, October 4, 2017 – 8:15 AM
Historic Schoolhouse
765 Portola Road, Portola Valley, CA

BICYCLE, PEDESTRIAN AND TRAFFIC SAFETY COMMITTEE

NOTICE OF MEETING CANCELLATION

Wednesday, October 4, 2017

**The regular meeting of the Bicycle, Pedestrian and Traffic Safety
Committee, scheduled for Wednesday, October 4, 2017, has
been canceled.**

**A special meeting is scheduled for Wednesday, October 5, 2017,
at 7:30 p.m.**



TOWN OF PORTOLA VALLEY
7:00 PM – Regular Meeting of the Planning Commission
Wednesday, October 4, 2017
Historic Schoolhouse
765 Portola Road, Portola Valley, CA 94028

NOTICE OF MEETING CANCELLATION

PORTOLA VALLEY PLANNING COMMISSION
MEETING REGULARLY SCHEDULED FOR
Wednesday, October 4, 2017

Notice is hereby given that the Portola Valley Planning Commission meeting regularly scheduled for Wednesday, October 4, 2017 has been cancelled.

The next regular meeting of the Portola Valley Planning Commission is scheduled for Wednesday, October 18, 2017 at 7:00 PM, in the Historic Schoolhouse, located at 765 Portola Road, Portola Valley, CA.



TOWN OF PORTOLA VALLEY
Special Bicycle, Pedestrian and Traffic
Safety Committee Meeting
Thursday, October 5, 2017 – 7:00 PM
Historic Schoolhouse
765 Portola Road, Portola Valley, CA

MEETING AGENDA

1. Roll Call
2. Oral Communications
3. Approve minutes of September 6 Meeting
4. Sheriff's Report –
 - 1) Accidents and Citations
 - 2) Updated requests for law enforcement presence, as required
5. Public Works Report:
 - 1) Road and shoulder widening (Portola Rd at Town Center)
 - 2) Resurfacing
6. Ongoing Committee Business for 2017
 - 1) Crosswalk and pedestrian review – Prioritization of issues necessitating study
 - 2) Updates on Windy Hill Parking Summer season
7. Open Forum
 - 1) Invitation to attendees to raise Pedestrian and roadway issues
8. 2017 Outreach:
 - 1) Coordination with Trails Committee, MROSD on outreach to mountain bike trail users
 - 2) Suggestions please – Invitation to Committee Members and Residents
9. Matters Arising:
10. Time & Date for November 2017 meeting:
Special meeting, 7pm Wednesday, November 1, 2017
11. Adjournment: 8:15 pm

Town of Portola Valley

Town Hall: 765 Portola Road, Portola Valley, CA 94028 Tel: (650) 851-1700 Fax: (650) 851-4677

OCTOBER 2017 MEETING SCHEDULE

Note: **Unless otherwise noted below and on the agenda, all meetings take place in the Historic Schoolhouse**, located at 765 Portola Road, Portola Valley, CA

TOWN COUNCIL – 7:00 PM (Meets 2nd & 4th Wednesdays)

Wednesday, October 11, 2017 – Annual Special Meeting at The Sequoias

Wednesday, October 25, 2017

PLANNING COMMISSION – 7:00 PM (Meets 1st & 3rd Wednesdays)

Council Liaison – Ann Wengert (for months October, November, December)

Wednesday, October 4, 2017

Wednesday, October 18, 2017

ARCHITECTURAL & SITE CONTROL COMMISSION - 7:00 PM (Meets 2nd & 4th Mondays)

Council Liaison – John Richards (for months October, November, December)

Monday, October 9, 2017

Monday, October 23, 2017

BICYCLE, PEDESTRIAN & TRAFFIC SAFETY COMMITTEE – 8:15 AM (Meets 1st Wednesday of every month)

Council Liaison – Craig Hughes

Wednesday, October 4, 2017 – Regular Meeting Canceled

Thursday, October 5, 2017 – Special Meeting at 7 PM

CABLE & UTILITIES UNDERGROUNDING COMMITTEE – 8:15 AM

Council Liaison – Craig Hughes

As announced

CONSERVATION COMMITTEE – 7:30 PM (Meets 4th Tuesday of every month)

Council Liaison – John Richards

Tuesday, October 24, 2017

CULTURAL ARTS COMMITTEE – 1:00 PM (Meets 2nd Thursday of every month)

Council Liaison – John Richards

Thursday, October 12, 2017

EMERGENCY PREPAREDNESS COMMITTEE – 8:00 AM (Meets 2nd Thursday of every month)
in the EOC / Conference Room at Town Hall

Council Liaison – John Richards

Thursday, October 12, 2017

FINANCE COMMITTEE

Council Liaison – Ann Wengert
As announced

GEOLOGIC SAFETY COMMITTEE – 9:00 AM

Council Liaison – Jeff Aalfs
As announced

HISTORIC RESOURCES COMMITTEE

Council Liaison – Jeff Aalfs
As announced

NATURE AND SCIENCE COMMITTEE – 5:00 PM (Meets 2nd Thursday of alternate even numbered months)

Council Liaison – Jeff Aalfs
Thursday, October 12, 2017

OPEN SPACE ACQUISITION ADVISORY COMMITTEE

Council Liaison – Craig Hughes
As announced

PARKS & RECREATION COMMITTEE – 7:30 PM (Meets 1st Monday of every month)

Council Liaison – Ann Wengert
Monday, October 2, 2017

PUBLIC WORKS COMMITTEE

Council Liaison – Jeff Aalfs
Thursday, October 26, 2017 at 9:00 AM

SUSTAINABILITY & ENVIRONMENTAL RESOURCES COMMITTEE – 10:30 AM (Meets 3rd Monday of every month) in the EOC / Conference Room at Town Hall

Council Liaison – Maryann Derwin
Monday, October 16, 2017

TOWN CENTER MASTER PLAN UPDATE AD-HOC COMMITTEE – 4:00 PM

As announced

TRAILS & PATHS COMMITTEE – 8:15 AM (3rd Tuesday of every month, or as needed)

Council Liaison – Jeff Aalfs
Tuesday, October 17, 2017 – 8:15 AM

Save the Date!

Friday, November 10, 2017

11:00 a.m.

City of Belmont Veteran's Memorial Dedication



Twin Pines Park, Belmont (West end near playground)

Refreshments Served

TOWN COUNCIL WEEKLY DIGEST

Friday – October 6, 2017

1. Agenda – Architectural & Site Control Commission – Monday, October 9, 2017
2. Agenda – Emergency Preparedness Committee – Thursday, October 12, 2017
3. Agenda – Cultural Arts Committee - Thursday, October 12, 2017
4. Agenda – Nature & Science Committee – Thursday, October 12, 2017
5. Notice from San Mateo County Elections Office re: Mobile Voting Center available to Voters with Disabilities
6. Letter from Joe Goethals San Mateo Council Member re: Request to Caltrain for reduction of noise impact from freight trains
7. [Western City Magazine – October 2017](#)

Attached Separates (Council Only)

(placed in your town hall mailbox)

1. Invitation – 17th Annual Housing Leadership Day – Friday, October 20, 2017
2. LABOR Newsletter – October 2017
3. Invitation – San Mateo County Central Labor Holiday Party – Friday, December 1, 2017



TOWN OF PORTOLA VALLEY

Meetings of the Architectural Site Control Commission (ASCC)

Monday, October 9, 2017

7:00 PM – Regular ASCC Meeting

Historic Schoolhouse

765 Portola Road, Portola Valley, CA 94028

SPECIAL ASCC FIELD MEETING

3:00-3:30 PM 40 Firethorn Way – Preliminary Architectural Review and Site Development Permit for a New Residence

3:45-4:15 PM 531 Wayside Road – Preliminary Architectural Review and Site Development Permit for a New Residence

4:30-5:00 PM 900 Portola Road – Architectural Review and Site Development Permit Amendments

REGULAR MEETING AGENDA

7:00 PM - CALL TO ORDER AND ROLL CALL

Commissioners Breen, Koch, Wilson, Vice Chair Sill and Chair Ross

ORAL COMMUNICATIONS

Persons wishing to address the Architectural and Site Control Commission on any subject may do so now. Please note however, that the Architectural and Site Control Commission is not able to undertake extended discussion or action tonight on items not on the agenda.

OLD BUSINESS

1. Final Review and Recommendation for a Conditional Use Permit, Architectural Review and Site Development Permit, 838 Portola Road, Owner: Georgia Bennicas, File#: PLN_USE 7-2017 (Staff: C. Richardson)

NEW BUSINESS

2. Architectural Review for Modifications to the Previously Approved Family Lounge Building at Windmill School and Family Education Center, 900 Portola Road, File: PLN_ARCH0038-2017 (Staff: C. Richardson)
3. Preliminary Architectural Review and Site Development Permit for a New Residence, File # 35-2017, 40 Firethorn Way, YLCL Investments Residence (Staff: C. Richardson)
4. Preliminary Architectural Review and Site Development Permit for a New Residence, File # 34-2017, 531 Wayside Road, Sholtz/Magill Residence (Staff: C. Richardson)

COMMISSION, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS

APPROVAL OF MINUTES

5. ASCC Meeting of September 11, 2017

ADJOURNMENT

AVAILABILITY OF INFORMATION

For more information on the projects to be considered by the ASCC at the Special Field and Regular meetings, as well as the scope of reviews and actions tentatively anticipated, please contact Carol Borck in the Planning Department at Portola Valley Town Hall, 650-851-1700 ex. 211. Further, the start times for other than the first Special Field meeting are tentative and dependent on the actual time needed for the preceding Special Field meeting.

Any writing or documents provided to a majority of the Town Council or Commissions regarding any item on this agenda will be made available for public inspection at Town Hall located 765 Portola Road, Portola Valley, CA during normal business hours. Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall.

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 Planning Department at (650) 851-1700. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

PUBLIC HEARINGS

Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge any proposed action(s) in court, you may be limited to raising only issues you or someone else raised at the Public Hearing(s) described in this agenda, or in written correspondence delivered to the Architectural and Site Control Commission at, or prior to, the Public Hearing(s).



TOWN OF PORTOLA VALLEY
Regular Meeting of the
Emergency Preparedness Committee
Thursday, October 12th, 2017 - 8:00 AM
EOC / Community Hall
765 Portola Road, Portola Valley, CA 94028

AGENDA

1. 8:00 Call to order
 - Members: Mark Bercow, Dave Howes, Diana Koin, Anne Kopf-Sill, Dale Pfau, Chris Raanes, Ray Rothrock, Craig Taylor, Bud Trapp
 - Guests: Jeremy Dennis/Town Manager, Brandi de Garmeaux, John Richards/Town Council, Dan Ghiorso and Selena Brown WFPD, Mark Kuykendall/Sheriff's Office, Gary Nielsen/Sheriff Commissioner, Chuck Nile/Red Cross, Stuart Young/former EPC member, Lorrie Duval.
2. 8:01 Select secretary for this meeting
3. 8:03 Oral Communications
4. 8:08 Review and approval of minutes
 - Motion; Approve minutes for September 14, 2017 meeting
5. 8:10 CERPP/WFPD Report (Brown/Ghiorso)
6. 8:20 Town Report (de Garmeaux)
 - Discuss Storage of Medical Supplies
7. 8:30 Committee Reports
 - Medical Subcommittee Report (none)
 - Communications Subcommittee Report (Rothrock)
 - Monthly email to PV Forum (Kopf-Sill)
 - New Communications & Sustainability Manager for the Town, Ali Thagavi
8. 8:45 2017 Goals Review
9. 9:00 Adjourn. Next meeting is November 9th, 2017



TOWN OF PORTOLA VALLEY
Cultural Arts Committee Meeting
Thursday, October 12, 2017 - 1:00 PM
Historic Schoolhouse
765 Portola Road, Portola Valley, CA

MEETING AGENDA

1. Call to Order
2. Oral Communications
3. Approval of Minutes – September 14, 2017
4. Old Business:
 - Fall Speaker Series planning
 - Herb Dengler Exhibition at Priory & Sequoias
5. New Business:
 - Holiday Faire
 - Future opportunities
6. Adjournment



Town of Portola Valley
Nature and Science Committee Meeting
Thursday, October 12, 2017 – 5:00 pm
Historic Schoolhouse
765 Portola Road, Portola Valley, CA 94028

MEETING AGENDA

1. Call to Order
2. Roll Call: Committee members Michael Bray, Andy Browne, Jen Buja, Bonnie Crater, Andrew Pierce, Jan Robb, Yvonne Tryce, and Council Liaison Jeff Aalfs
3. Oral Communications
4. Approval of the August 10, 2017 minutes
5. Old Business:
 - Discussion and voting on expenses for Flight Night on September 9th
 - Discussion and voting on expenses for Star Party on September 23rd
 - Nature & Science Committee Budget Increase
6. New Business: Jen Buja to replace Michael Bray as Committee Chair
7. Other Business: Ecology Day in May 2018
8. Adjournment

Date & Time of Next Regular Meeting: Thursday, December 14, 2017

Mobile VOTING CENTER

A Service to Voters with Disabilities

November 7, 2017 Consolidated Municipal, School and Special District Election



WHAT

Voters with disabilities can take advantage of a Mobile Voting Center (a mobile electronic voting system that allows a voter to privately and independently cast a ballot away from traditional polling locations).



WHEN*

October 10 to November 7, 7 a.m. to 8 p.m., 7 days a week.

Voters are required to schedule an appointment for the service.

Voters who contact the Elections Division Monday through Thursday will receive service the following day or sooner.

Voters who contact the Elections Division on Fridays can schedule an appointment for the following Monday or sooner if possible.

*Special accommodations can be made for service outside established hours.



HOW

To schedule an appointment, call **1.650.312.5222** or email the Elections Division at **registrar@smcare.org** no later than the day before the desired voting date.

VOTERS WITH DISABILITIES CAN:

- VOTE ON THE DISABLED ACCESS UNIT**
Voters can vote privately & independently on an accessible electronic voting machine.
- UTILIZE THE SUPPORTIVE FEATURES OF THE DISABLED ACCESS UNIT**
Voters can use the integrated audio ballot reader and the use of adaptive devices.
- EASILY ACCESS THE SERVICE**
The service is open to all voters with disabilities.



Office of MARK CHURCH
Chief Elections Officer & Assessor-County Clerk-Recorder

Registration & Elections Division
40 Tower Road, San Mateo, CA 94402 | P: 1.650.312.5222 | F: 1.650.312.5348
E-mail: registrar@smcare.org | www.shapethefuture.org | Follow us on Twitter @smcvote

Tue 10/3/2017 9:17 AM

#6

Patrice Olds polds@cityofsanmateo.org

Dear Clerk Colleagues,

San Mateo City Council Member Joe Goethals requested that I send this letter to you to share with your Councils and ask if they would be interested in sending a similar letter to CalTrain.

If you would be so kind as to forward this on it would be greatly appreciated.

Patrice M. Olds, MMC
City Clerk
City of San Mateo
330 W. 20th Avenue
San Mateo, CA 94403

OFFICE OF THE CITY COUNCIL



330 West 20th Avenue
San Mateo, California 94403-1338
Telephone (650) 522-7049
FAX: (650) 522-7041
www.cityofsanmateo.org

October 3, 2017

Jim Hartnett
CEO, Caltrain
PO Box 3006
San Carlos, CA 94070

Dear Mr. Hartnett:

Within the City of San Mateo there are several at grade railroad crossings and three passenger train stations along the existing Caltrain rail corridor. The train horn noise is a significant impact to our residents and can greatly affect their quality of life. I thank you for your efforts to reduce train horn noise for your own trains throughout the rail corridor.

Another significant noise impact is the train horn noise from freight trains utilizing the rail corridor. I understand that Caltrain may be considering the substitution of an existing freight provider. I acknowledge that Caltrain's role is secondary to the role of the existing freight service provider. However, I understand that this substitution will necessitate approval by Caltrain.

Therefore, I respectfully request that any new freight company be required by contract to reduce noise impacts from freight trains. A suggested way to accomplish this noise reduction is to adopt Caltrain's standards of lowering the position of the horn, reducing the horn's noise to the optimal level consistent with federal regulations. This would avoid unnecessary use of the horn at all train stations. The City would greatly appreciate Caltrain using this opportunity to negotiate a lower level of noise to reduce the intrusion to our resident's daily lives.

Thank you for the recent improvements to the rail corridor that you have made in our City. Being integral within our community, Caltrain should work toward making the modifications that will allow our residents to sleep at night and provide safety for all through the rail corridor.

Sincerely,


Joe Goethals
San Mateo Council Member

#12

There are no written materials for Closed Session