

**TOWN OF PORTOLA VALLEY**  
**Regular Meeting of the Town Council**  
**Wednesday, March 13, 2024**  
**SPECIAL CLOSED SESSION 5:30 PM**  
**REGULAR SESSION 7:00 PM**

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

**CLOSED SESSION AND REGUAR SESSION HYBRID MEETING**

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

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

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

**VIRTUAL PARTICIPATION VIA ZOOM**

**To access the meeting by computer:**

**Webinar ID:** <https://us06web.zoom.us/j/85384836985?pwd=HLdvSdokhXaHJXWwwHq9xyjDKZ3rJw.1SBTljCF-kSK754m>

**Passcode:** 196286

**To access the meeting by phone:**

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

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

**1. CALL TO ORDER – CLOSED SESSION**

**2. ORAL COMMUNICATIONS**

Persons wishing to address the Town Council on any subject may do so now. Please note, however, that the Council is not able to undertake extended discussion or action tonight on items not on the agenda. *Each speaker's time is limited to three minutes.*

**3. CLOSED SESSION**

**a. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Govt. Code section 54956.9(d)(1))**

Name of case: The Kona Trust v. Bill & Ruth Mainzer a/k/a The Paradise Living Trust dated Oct. 6, 1997, Lea & Braze Engineering, Inc., Quiroz Construction, Inc., Michael Repka, Deleon Realty, Inc., Town of Portola Valley, et al.  
 San Mateo Superior Court Case No. 23-CIV-05892

**b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Govt. Code section 54957)**  
 Town Manager Sharif Etman

**4. CALL TO ORDER- REGULAR SESSION**

**5. PRESENTATIONS/PROCLAMATIONS**

- a. **Presentation** by Woodside Fire Protection District on Ordinance 24-01

**6. TOWN MANAGER REPORT**

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

**7. ORAL COMMUNICATIONS**

Persons wishing to address the Town Council on any subject may do so now. Please note, however, that the Council is not able to undertake extended discussion or action tonight on items not on the agenda. *Each speaker's time is limited to three minutes.*

**8. CONSENT AGENDA**

- a. **Approval** of Minutes for the February 28, 2024, Meeting
- b. **Approval** of Warrant List for March 13, 2024

**9. REGULAR AGENDA**

- a. **Approve** Updated Fiscal Portion of Sheriff's Contract for Remainder of FY 2023-24 and Contract Terms Through FY 2024-25.

**10. COUNCIL SUBCOMMITTEE, LIAISON COMMITTEE, AND REGIONAL AGENCIES REPORTS**

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

**11. ADJOURNMENT**

The next Regular Town Council meeting will be held on March 27, 2024, at 7:00 PM

\*\*\*\*\*

**Land Acknowledgement:**

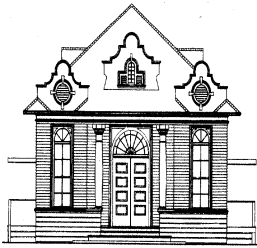
The Town of Portola Valley acknowledges the colonial history of this land we dwell upon the unceded territory of the Ramaytush (rah-my-toosh) Ohlone, Tamien Nation, and Muwekma (mah-WEK-mah) Ohlone, who endured a human and cultural genocide that included removal from their lands and their sacred relationship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

Item 5

There are no written materials for this Item.

Item 6

There are no written materials for this Item.



**TOWN OF PORTOLA VALLEY**  
**Regular Meeting of the Town Council**  
**Wednesday, February 28, 2024**  
**7:00 PM**

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

**HYBRID MEETING**

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

**1. CALL TO ORDER- 7PM**

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

**2. PRESENTATIONS/PROCLAMATIONS**

- a. Carmen Letona Adams from the San Mateo County Library presented the Annual Report FY 22/23

**3. TOWN MANAGER REPORT**

**4. ORAL COMMUNICATIONS**

The following spoke during oral communications:

- Jean Paul Coupal
- Rita Comes
- Leslie Kriese
- Kristi C

**5. CONSENT AGENDA**

No public comments

**Motion** Councilmember Aalfs

**Seconded** Councilmember Hufty

**Ayes** Mayor Wernikoff, Vice Mayor Hasko, Councilmembers Aalfs, Hufty, and Taylor

**Nays** none

- a. **Approval** of Minutes for the Regular Meeting of February 14, 2024
- b. **Approval** of Warrant List- 2/28/2024
- c. **Accept** Request from Open Space Committee to Update Regular Meeting Time
- d. **Accept** Recommendation from Open Space Committee to Appoint New Member

**Motion** Councilmember Aalfs

**Seconded** Councilmember Hufty

**Ayes** Mayor Wernikoff, Vice Mayor Hasko, Councilmembers Aalfs, Hufty, and Taylor

**Nays** none

## 6. REGULAR AGENDA

### a. **Adopt** an Updated Electronic Communications Policy

The following spoke during public comment:

- Rita Comes
- Ronny Krashinsky

Amendments were discussed to the Communications Policy

**Motion** Councilmember Taylor as amended

**Seconded** Councilmember Aalfs

**Ayes** Mayor Wernikoff, Vice Mayor Hasko, Councilmembers Aalfs, Hufty, and Taylor

**Nays** none

### b. **Discuss and Adopt** the Proposed Code of Ethics and Values Policy

The following spoke during public comment:

- Rita Comes

Amendments were discussed to the Code of Ethics and Values Policies

**Motion** Mayor Wernikoff as amended

**Seconded** Vice Mayor Hasko

**Ayes** Mayor Wernikoff, Vice Mayor Hasko, Councilmembers Aalfs, Hufty, and Taylor

**Nays** none

## 7. COUNCIL SUBCOMMITTEE, LIAISON COMMITTEE, AND REGIONAL AGENCIES REPORTS

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

The following spoke during public comment:

- Rita Comes
- Dann Breen
- Kristi C

## 8. ADJOURNMENT- 9:30 PM

**TOWN OF PORTOLA VALLEY**  
**Warrant Disbursement Journal**  
**March 13, 2024**

Claims totaling \$229,592.81 having been duly examined by me and found to be correct are hereby approved and verified by me as due bills against the Town of Portola Valley.

Date \_\_\_\_\_

\_\_\_\_\_  
Sharif Etman, Town Manager

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

Signed and sealed this (Date) \_\_\_\_\_

\_\_\_\_\_  
Corie Stocker, Assistant Town Manager

\_\_\_\_\_  
Mayor

Check Register

Check Number	Vendor Number	Vendor Name	Check Amount	Check Date	BW	Check Type
Checks for Cash Account: 910-11011-000						
3972	7	ACCELA	10,519.14	03/13/24		
3973	18	ALL FENCE COMPANY INC.	2,030.00	03/13/24		
3974	34	ARC DOCUMENT SOLUTIONS LLC	72.81	03/13/24		
3975	80	CALPERS	7,814.08	03/13/24		EFTPS
3976	121	SCA OF CA, LLC	1,990.56	03/13/24		
3977	124	COMCAST	212.12	03/13/24		
3978	129	COTTON SHIRES & ASSOC. INC.	26,341.85	03/13/24		
3979	176	EXCEL LD	42.12	03/13/24		
3980	215	HORIZON	432.43	03/13/24		
3981	218	MISSIONSQUARE RETIREMENT	5,795.30	03/13/24		EFTPS
3982	261	JON MYERS	543.00	03/13/24		
3983	267	KARI CHINN	133.37	03/13/24		
3984	283	LEAGUE OF CALIFORNIA CITIES	500.00	03/13/24		
3985	330	NAVIA BENEFIT SOLUTIONS	200.00	03/13/24		
3986	332	N.C.E.	8,235.00	03/13/24		
3987	337	O. NELSON & SON INC.	1,138.06	03/13/24		
3988	364	PERS HEALTH	17,960.11	03/13/24		EFTPS
3989	372	PINNACLE BUILDING & DESIGN	1,000.00	03/13/24		
3990	373	PITNEY BOWES INC.	170.63	03/13/24		
3991	375	PLATINUM FACILITY SERVICES	4,936.68	03/13/24		
3992	380	PURCHASE POWER	509.02	03/13/24		
3993	403	RON RAMIES AUTOMOTIVE INC.	1,344.30	03/13/24		
3994	445	STANDARD INSURANCE CO.	529.68	03/13/24		
3995	489	VERIZON WIRELESS	556.96	03/13/24		EFTPS
3996	505	WOODSIDE FIRE PROTECTION DISTR	12,877.68	03/13/24		
3997	518	GOT GOPHERS?	1,050.00	03/13/24		
3998	553	COUNTY OF SAN MATEO-PSC	18,240.75	03/13/24		
3999	708	BAY AREA FACE PAINTERS	400.00	03/13/24		
4000	792	COLIN GRAY	1,452.35	03/13/24		
4001	847	LISA WISE CONSULTING	5,646.25	03/13/24		
4002	860	STEPFORD	4,513.50	03/13/24		
4003	864	DAILY POST	150.00	03/13/24		
4004	946	JARVIS FAY LLP	874.00	03/13/24		
4005	949	PORTER CAPITAL CORPORATION	2,920.50	03/13/24		
4006	991	LAND ECON GROUP	3,500.00	03/13/24		
4007	1016	SHUTE, MIHALY & WEINBERGER LLP	39,953.14	03/13/24		
4008	1044	TOM'S DISCOUNT OFFICE FURNITUR	1,363.45	03/13/24		
4009	1060	PHILLIP A. MURRAY CONSTRUCTION	235.00	03/13/24		
4010	1067	KRISCH & COMPANY	35,806.75	03/13/24		
4011	1114	KATHLEEN MITIC	1,242.60	03/13/24		
4012	1115	AARONS PUMPING INC.	1,190.00	03/13/24		
4013	1116	EMBARCADERO MEDIA FOUNDATION	1,610.00	03/13/24		
4014	1117	JAMES DAVIDSON	2,750.00	03/13/24		
4015	1118	STERICYCLE, LNC. DBA SHRED-LT	309.62	03/13/24		
4016	1119	TONY VERTONGEN	500.00	03/13/24		



Check Register

Check Number	Vendor Number	Vendor Name	Check Amount	Check Date	BW	Check Type
Check totals:			197,466.36			
ACH totals:						
EFTPS totals:			32,126.45			
Wire transfer totals:						
Payment Manager totals:						
GRAND TOTALS			229,592.81			
Check totals:			197,466.36			
ACH totals:						
EFTPS totals:			32,126.45			
Wire transfer totals:						
Payment Manager totals:						
GRAND TOTALS			229,592.81			

Check Date	Check Number	Special Information	Net Check Amount	Total Invoices Paid	Invoice Number
Vendor: 03/13/24	7 3972	ACCELA Annual Subscription Renewal 02/07/2024 - 02/06/2025	10,519.14	10,519.14	INV-ACC59354
Vendor:	18 3973	ALL FENCE COMPANY INC. Light Pole Repair	2,030.00	2,030.00	82535
Vendor:	34 3974	ARC DOCUMENT SOLUTIONS LLC Smart Scan, Copying Fees	72.81	72.81	12390369
Vendor:	80 3975	CALPERS March Unfunded Liability	7,814.08	7,814.08	100000017468265
Vendor:	121 3976	SCA OF CA, LLC January Litter/Street Clean	1,990.56	1,990.56	108080CS
Vendor:	124 3977	COMCAST WIFI-02.21.2024-3.20.2024	212.12	212.12	1945-FEB24
Vendor:	129 3978	COTTON SHIRES & ASSOC. INC. Public Works Roadway Evaluations February 2024 Nov 23- Feb 24 Applicant Charges	26,341.85	818.75 25,523.10	224221 2024-FEB
Vendor:	176 3979	EXCEL LD February Telephone LD Services	42.12	42.12	1197762270
Vendor:	215 3980	HORIZON Clock Repair Supplies	432.43	432.43	1N579604
Vendor:	218 3981	MISSIONSQUARE RETIREMENT Deferred Comp - February 29, 2024	5,795.30	5,795.30	FEBRUARY-202429
Vendor:	261 3982	JON MYERS Trivia night expenses - wine, beer, ice, medals	543.00	543.00	FRRC-24-3
Vendor:	267 3983	KARI CHINN Supplies for Coffee with the Mayor	133.37	133.37	FRRS-24-3
Vendor:	283 3984	LEAGUE OF CALIFORNIA CITIES Annual Dues Peninsula Division FY-2024	500.00	500.00	1752
Vendor:	330 3985	NAVIA BENEFIT SOLUTIONS Feb 2024 Monthly Fee	200.00	200.00	10817626
Vendor:	332	N.C.E.			

Check Date	Check Number	Special Information	Net Check Amount	Total Invoices Paid	Invoice Number
03/13/24	3986	2023/2024 Street Resurfacing Services	8,235.00	8,235.00	424265505
Vendor:	337	O. NELSON & SON INC.			
	3987	Sand Delivered	1,138.06	1,138.06	266
Vendor:	364	PERS HEALTH			
	3988	March Health	17,960.11	17,960.11	100000017458018
Vendor:	372	PINNACLE BUILDING & DESIGN			
	3989	Deposit Refund - 501 Portola #16F	1,000.00	1,000.00	BLDR0177-2023
Vendor:	373	PITNEY BOWES INC.			
	3990	Postage Meter Rental, Equipment & Svc 11/29/23 - 02/27/2024	170.63	170.63	1024752092
Vendor:	375	PLATINUM FACILITY SERVICES			
	3991	Janitorial Services - February 2024	4,936.68	4,488.67	48185
		Janitorial Services - Feb 2024. Fridays disinfection svcs		448.01	48186
Vendor:	380	PURCHASE POWER			
	3992	Postage Meter	509.02	509.02	7931-FEB24
Vendor:	403	RON RAMIES AUTOMOTIVE INC.			
	3993	Lawn Mower Service & Repair	1,344.30	352.81	75138
		Vehicle Maintenance		991.49	76836
Vendor:	445	STANDARD INSURANCE CO.			
	3994	LTD/Life Premium	529.68	529.68	2024-FEB
Vendor:	489	VERIZON WIRELESS			
	3995	February Cellular	556.96	556.96	9957572416
Vendor:	505	WOODSIDE FIRE PROTECTION DIST			
	3996	01/01/24-1/31/24 Fire Mitigation Crew Support	12,877.68	12,877.68	WFPDCREW2024-01
Vendor:	518	GOT GOPHERS?			
	3997	Town Fields Gopher Trapping- February 2024	1,050.00	1,050.00	59863
Vendor:	553	COUNTY OF SAN MATEO-PSC			
	3998	Public Safety Dispatch Svcs, Jan-Mar 2024	18,240.75	18,240.75	PVPD 24-03
Vendor:	708	BAY AREA FACE PAINTERS			
	3999	50% Deposit for Face Painter Picnic 02/24/2024	400.00	400.00	56
Vendor:	792	COLIN GRAY			

Check Date	Check Number	Special Information	Net Check Amount	Total Invoices Paid	Invoice Number
03/13/24	4000	Deposit Refund, 60 Valencia	1,452.35	1,452.35	BPLR0007-2022
Vendor:	847	LISA WISE CONSULTING			
	4001	Professional Services: January 2024	5,646.25	5,646.25	4756
Vendor:	860	STEPFORD			
	4002	Monthly Service Charges 03/01/2024 THRU 03/31/2024 Veeam Backup & Disaster Recovery & License Mar 24	4,513.50	3,920.00	2401118
				593.50	2401119
Vendor:	864	DAILY POST			
	4003	Animal Control Ordinance Advertisement - FEB	150.00	150.00	87406
Vendor:	946	JARVIS FAY LLP			
	4004	Legal Services - Housing Element January 2024	874.00	874.00	18452
Vendor:	949	PORTER CAPITAL CORPORATION			
	4005	Temp Service, Michelle Magahiz 02/19/24-02/25/24 Temp Service, Michelle Magahiz 02/26/24-03/03/24	2,920.50	1,485.00	7734
				1,435.50	7743
Vendor:	991	LAND ECON GROUP			
	4006	Final Fiscal Report for Stanford Wedge/Portola Terrace	3,500.00	3,500.00	3
Vendor:	1016	SHUTE, MIHALY & WEINBERGER LLP			
	4007	January Legal Service	39,953.14	39,953.14	JAN-24-SMW
Vendor:	1044	TOM'S DISCOUNT OFFICE FURNITUR			
	4008	Office Equip Cubicles Reconfigure Installation Assembly	1,363.45	1,363.45	14156
Vendor:	1060	PHILLIP A. MURRAY CONSTRUCTION			
	4009	Deposit Refund, 19 Redberry	235.00	235.00	BLDR0085-2020
Vendor:	1067	KRISCH & COMPANY			
	4010	Professional Services - Jan 2024	35,806.75	35,806.75	52117
Vendor:	1114	KATHLEEN MITIC			
	4011	Deposit Refund - 155 Grove	1,242.60	1,242.60	BLDR0110-2021
Vendor:	1115	AARONS PUMPING INC.			
	4012	Emergency Septic Pumping	1,190.00	1,190.00	1177
Vendor:	1116	EMBARCADERO MEDIA FOUNDATION			
	4013	Legal Advertising	1,610.00	1,610.00	JAN-2024
Vendor:	1117	JAMES DAVIDSON			

Check Date	Check Number	Special Information	Net Check Amount	Total Invoices Paid	Invoice Number
03/13/24	4014	Deposit Refund - 20 Shoshone Deposit Refund - 20 Shoshone	2,750.00	1,750.00 1,000.00	BLDR0161-2022 BLDR0141-2022
Vendor:	1118	STERICYCLE, LNC. DBA SHRED-LT			
	4015	Paper Shredding Services	309.62	309.62	8005756413
Vendor:	1119	TONY VERTONGEN			
	4016	Field Rental Deposit	500.00	500.00	PROF-23-59
Check Date Totals			229,592.81		
Grand Total			229,592.81		



# TOWN OF PORTOLA VALLEY

## STAFF REPORT

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**TO:** Mayor and Members of the Town Council

**FROM:** Sharif Etman, Town Manager

**DATE:** March 13, 2024

**RE:** Approve updated fiscal portion of Sheriff's contract for remainder of FY 2023-24 and contract terms through FY 2024-25.

### **RECOMMENDATION**

Receive and approve updated fiscal portion of Sheriff's contract for remainder of FY 2023-24 and contract terms through FY 2024-25.

### **BACKGROUND**

The Town conducted two study sessions regarding the Sheriff's contract, in April and May of 2023. The services provided and terms of the contract were discussed at that time. The proposed contract would result in an approximate increase of \$852,739, roughly 63 percent, annually. The San Mateo County Sheriff's Office is working to update their standard contract language and adjust service costs, since many of our costs were not properly outlined in our previous contract. Other reasons for the increase relate to cost-of-living increases required under the Sheriff's Office Memorandums of Understandings as well as general increases to the cost of County services.

### **DISCUSSION**

The Town Manager and Assistant Town Manager held several meetings with Sheriff Christina Corpus, County Manager Mike Callagy, and Chief Financial Officer Robert Manchia in January and February of 2024. Recognizing the financial constraints currently facing the Town, the County has agreed to assist the Town of Portola Valley with the increased financial portion of the contract over several years.

The Sheriff has discounted the increase by 50 percent for this fiscal year. Rather than having to pay the entire \$853K increase, the town will pay \$423K. This amount is reflected in the attached updated contract. Exhibit B outlines the amount to be paid of \$1,173,292 for the period of January through June 2024. The Town has paid \$746,922 so far, this fiscal year, which will bring the total contract to \$1,920,214 for this fiscal year.

**RECOMMENDATION**

Receive and approve updated Sherriff's contract for FY 2023-24 and FY 2024-25.

**FISCAL IMPACT**

The increase of the Sheriff's contract for fiscal year 2023-24 is \$426,369 over prior fiscal year. This increase was included in the Final Proposed Budget adopted by Council in June 2023. The additional cost will be paid primarily by unspent ARPA (American Rescue Plan Act) Funds received in July 2021 and 2022. Future increases will need to be paid by reserves until a new revenue stream or other action can be identified as the Town will not continue to receive additional ARPA funds in the future

The Town Manager and staff will recommend solutions to offset the increase of the Sheriff's contract at a future date.

**ATTACHMENTS**

1. Updated Law Enforcement Services Agreement

\_\_\_\_\_ Cindy Rodas, Admin. Svcs. Manager

\_\_\_\_\_ Sharif Etman, Town Manager

# **LAW ENFORCEMENT SERVICES AGREEMENT**

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



**January 1, 2024 through June 30, 2025**

*Version: November 7, 2023*



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# A G R E E M E N T

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

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**THIS AGREEMENT**, entered into on the 1st day of January 2024, by and between the **TOWN OF PORTOLA VALLEY**, a general law city in the County of San Mateo, State of California, hereinafter referred to as "Town" and the **COUNTY OF SAN MATEO**, a political subdivision of the State of California, hereinafter referred to as "County."

### **WITNESSETH**

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

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

**NOW, THEREFORE, IT IS HEREBY AGREED** as follows:

#### **1. EXHIBITS AND ATTACHMENTS.**

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

#### **2. SERVICES TO BE PERFORMED BY COUNTY.**

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

### **3. PAYMENTS.**

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

### **4. TERM.**

- 4.1 This Agreement shall be in full force and effect from **JANUARY 1, 2024 to JUNE 30, 2025**. If approval of this Agreement should be delayed past the commencement date due to extenuating circumstances, the Agreement shall be considered retroactive to Jan 1, 2024 for purposes of costs, charges, and payments by Town.
- 4.2 Town shall notify County no later than January 1, 2025 of its intent to continue services beyond June 30, 2025. The parties shall thereafter negotiate the terms, including the level of compensation, in an effort to reach agreement before the expiration of this Agreement.

### **5. RIGHT OF TERMINATION.**

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

### **6. HOLD HARMLESS.**

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

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

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

## **7. INSURANCE.**

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

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

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

Such insurance shall include:

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

## **8. NON-DISCRIMINATION AND OTHER REQUIREMENTS.**

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

disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement, and that reasonable and legally-specified accommodations will be made to serve individuals with disabilities.

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

## **9. RETENTION OF RECORDS.**

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

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

**10. MERGER CLAUSE.**

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

**11. CONTROLLING LAW.**

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

**12. DISPUTE RESOLUTION.**

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

**13. FINES AND FORFEITURES.**

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

**14. NOTICES.**

14.1 Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United 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, 3<sup>rd</sup> Floor  
Redwood City, CA 94063

***In the case of Town, to:***

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

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

**COUNTY OF SAN MATEO**

*A Political Sub-division of the  
State of California*

BY: \_\_\_\_\_  
President, Board of Supervisors

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_  
Clerk of Said Board

**TOWN OF PORTOLA VALLEY**

BY: \_\_\_\_\_  
Mayor, Town of Portola Valley

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_  
Clerk, Town of Portola Valley

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# EXHIBIT A SERVICES

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

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

### **1. DESCRIPTION OF SERVICES PROVIDED BY COUNTY.**

#### 1.1 LAW ENFORCEMENT SERVICES.

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

#### 1.2 SUPPORT SERVICES.

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

### **2. ADMINISTRATION OF PERSONNEL.**

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

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

### **3. DEPLOYMENT OF PERSONNEL.**

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

### **4. REPORTS.**

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

### **5. UNIFORMS & INSIGNIA.**

5.1 Personnel performing such law enforcement services as herein provided shall be in the prescribed uniform of the San Mateo County Sheriff's Office during the performance of their duties.

5.2 Similarly, patrol vehicles used by deputies assigned to provision of services under this Agreement shall bear the markings and insignia of the Sheriff's Office.

5.3 If the Town should desire any customization of uniforms or insignia relative to services provided, the Town shall notify Sheriff of same, and the Sheriff in their sole discretion may decide whether it is feasible and agreeable to do so. In that case, the cost of modification to uniforms and/or insignia shall be borne by the Town.

### **6. TOWN OBLIGATIONS.**

6.1 Town shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitorial service, telephone, light, water and other utilities, in order for the Sheriff to maintain a substation office in the Town. The area to be utilized for the substation includes the following areas:

6.1.1 Ground floor, which supports the Patrol function of the department, will be used in its entirety by the Sheriff's Office and includes the following:

- Report writing room
- Gender-neutral restroom

6.2 It is expressly further understood that such areas may be used by the Sheriff or the County of San Mateo in connection with the performance of duties in territory outside of Town and adjacent thereto.

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

### **7. PERFORMANCE OF AGREEMENT.**

7.1 For the purpose of performing said general law enforcement services, County shall furnish and supply all necessary labor, equipment and supplies necessary to maintain the agreed level of services to be rendered hereunder.

7.2 Notwithstanding the foregoing, the Town may provide additional resources for the County to utilize in performance of the services.



**8. ASSIGNMENT/SELECTION OF PERSONNEL.**

8.1 FY 2023-24 Assigned Personnel.

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

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# EXHIBIT B

## RATES / PAYMENTS

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

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

### **1. CHARGES FOR SERVICES.**

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

### **2. INVOICING / BILLING.**

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

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

### **3. PAYMENTS.**

- 3.1 Total charges for the period of **January 1, 2024** through **June 30, 2024** are **\$1,173,292**. Invoices will be issued according to the following schedule:

Invoice Issued	Amount
May 1, 2024	\$1,173,292

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

### **4. BOOKING / MESSAGE SWITCH /FORENSIC LABORATORY FEES.**

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

## 5. CALCULATED RATES

### 5.1 Rates for FY 2023-24



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

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

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

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



## **TOWN OF PORTOLA VALLEY Committee / Commission Liaison Report**

**TO:** Mayor and Members of the Town Council  
**FROM:** Mary Hufty  
**DATE:** March 6, 2024  
**RE:** Bicycle, Pedestrian and Traffic Safety Committee

**Sheriff's report was given and reviewed. The Sherriff was in attendance. Gary Nielson's role as the resident liaison to the Sherriff's department was mentioned and I learned that the role of that person is very helpful for the Sherriff's office and there is a volunteer, Kevin Welch. Town council needs to keep an eye on succession.**

**Engineer reports that bids are out on the Westridge Drive work and should be decided by midsummer.**

**CCAG- LRSP (local roadways safety plan): has a pressured schedule for performance for a Program for Safety Plan. Paul Kupka, traffic consultant firm, Howard, town engineer, and Ed, chairman, circulated a document PV Chapter Elements include Vision and Goals for the town. Competitive funding may be available but it is. Not clear what the program obligates the town to perform. Scenic Corridor and Rural character may be sacrificed in the process. Could we develop our own program as grants come up? High density, DOT- safe Streets for ALL federal program. Too big for us. Vision 0. No accidents.... a high bar. The time line, monetary requirements and staff time does not seem not feasible for the town at this time.**

**2019 study continues to be what we are relying on. We may need new safety policies and strategies with project selections for local roadway safety.**

**Financial contract – flashing beacons- last month's report- many agencies involved and many not applicable criteria and requirements - we are paying money to CCAG already which go to other communities but are not getting the work done we have already obliged ourselves. Our \$215,000 was for the flashing beacons, can not to be spent broadly, we are late on restriping crosswalks( Carolyn V) . We are already on top**

of traffic safety and bikes are our risk and our focus already. 5 grants in last 10 years and we have only gotten one.

Has Woodside opted in or out of the Program? One Bay Area Grants does require a local roadway safety plan in place. This committee needs to get permission from the Council and how can we garner resources to meet this performance bar...

Data that is accumulated (by CCAG) is public domain data. Try to get help form CCAG have provided some good insights and information.

Subcommittee could be formed to help Paul Krupka and Howard to really understand (implications and requirements) and be realistic about this process. Ed Holland and Pat will be on that subcommittee. Is it ceremonial or impossibly onerous and irrelevant? This is the fastest we can go....

Crash information at Los Trancos needs to get to MROSD. There is discussion on how to get bikes to be slower for this future risk to the safety of the corridor.

Karen Askey- how are the 150 new houses along Alpine being incorporated. March 24 site tour at Hawthorne's look at Option 8. Best for Natural resources. Less safe then entrance at Roberts's.

Kristi- OBAG and CBAG funds- should be available for our town. The Los Trancos, Alpine Hills, Golden Oaks intersection is a time to be kept in focus.

Rita- Moral obligation to safe routes to school.



# TOWN OF PORTOLA VALLEY

## Liaison Memo

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**TO:** Members of the Town Council

**FROM:** Sarah Wernikoff, Mayor

**DATE:** Wednesday, February 28<sup>th</sup> 2024

**RE:** February 28<sup>th</sup> Trails & Paths Committee Special Meeting

### OVERVIEW:

- **Hawthorns:** Update about upcoming MidPen PAWG meeting on Thursday, Feb 29 @ 6pm
- **Town Hike:** Discussion on format and tentative plan for November
- **Trail Maintenance:**
  - Discussion and review of damages to bridges in PV Ranch due to recent storms, and smaller maintenance issues at Old Spanish, Shady Trail, trail near PVSD at Alpine/Indian Crossing
  - Discussion of recurring issues at Sausal trail
  - Reminder to use PV Connect
  - Capital improvements budget will be on next agenda
- **Committee Officers for 2024:**
  - Fred Leech, Chair
  - Gary Hanning, Vice Chair
  - Jacquelyn Davis, Secretary (agreed through her transition off the Committee in May)



## TOWN OF PORTOLA VALLEY Committee / Commission Liaison Report

**TO:** Mayor and Members of the Town Council

**FROM:** Jeff Aalfs

**DATE:** 8 March 2024

**RE:** Liaison Report, Emergency Preparedness Committee, 3/7/2024

The main item of business at the 3/7 meeting was a review of the Evacuation Plan. You'll recall that the Council reviewed a draft Evacuation Plan prepared by the EPC in December (the December draft can be viewed [here](#)). That draft is a valuable resource for the public, outlining the conduct of an evacuation at a relatively high level and providing directions on how to prepare for a possible evacuation.

In order to be formally adopted by the Town, the Evacuation Plan is now being revised. The new revision (which was discussed in the 3/7 meeting, packet available [here](#)) is much more Agency-oriented and operational in nature, as this plan actually spells out roles and procedures to be carried out by the Town and its partner agencies, notably Woodside Fire Protection District, The San Mateo County Sheriff's Office, and the San Mateo County Department of Emergency Management. It is likely that we would maintain copies of both the new version (which the Council can consider adopting) and the old version (which is more accessible to residents).

On the 7<sup>th</sup>, the Committee reviewed the new Evacuation Plan and passed a "Sense of the Meeting" vote, agreeing that the plan is generally in good shape, but that some final changes need to be made in concert with Woodside Fire. The Committee anticipates formally approving the report at its next meeting on April 4<sup>th</sup>, at which point it could be brought to the Council for adoption. In the meantime, the new draft will be reviewed by the Town and other agencies in an attempt to secure staff support shortly after the April 4<sup>th</sup> approval.