

DATE: 11/14/23

TO: COUNCILMEMBERS

FROM: CITY MANAGER

SUBJECT: COUNCIL Q&A NOVEMBER 14, 2023 CITY COUNCIL REGULAR MEETING

Agenda Item 1 (Minutes):

- See accompanying pdf.
Answer: Noted. Thank you.
- Page 2 of 3, Discussion Item 6, Councilmember Lee Eng presented a Substitute Motion, not a Secondary Motion. Both references, identified by the highlights, should be corrected, "Lynette Lee Eng, Councilmember, presented a **Secondary** Motion to direct staff to research and draft a Dark Skies Ordinance, potentially including bird safety and including community outreach. **Secondary** Motion failed due to lack of a Second."
Answer: Noted. Thank you.
- Shouldn't the minutes reflect that we had a Closed Session, the time we opened it, that there were no public comments by any members of the public in person, and that the Closed Session was adjourned at 11:28 pm?
Answer: City Council will include the report on closed session at the meeting on November 14, 2023, which will be incorporated into the minutes for that meeting.

Agenda Item 2 (Amend Budget for Street Repaving):

- The annual street resurfacing and city alley resurfacing project came in under budget by \$50,073. Congratulations and well done! Since the project came in under budget, why does the Finance Director need to amend the FY 23/24 budget?
Answer: The remaining budget will go back to the funding source/fund balance and be reappropriated by the city council if needed.
- CIP TS-01059 does not appear in the FY 23/24 budget. ([23-24 proposed budget - finalreduced.pdf \(losaltosca.gov\)](#)) Therefore, how can the City re-allocate funds from that CIP?
Answer: The Diamond Court project was in the FY22/23 budget, but it was not prioritized by the City Council in FY23/24.
- Why does staff recommend that funds be reallocated from CIP TS-01059 as opposed to another CIP or elsewhere in the budget?
Answer: CIP TS-01059 (Diamond Court) was additional work to the original contract with O'Grady, and funds were not reallocated.

The Change Order # 2 in the amount of \$42,000 is only for Diamond Court Pavement Reconstruction – Per the Maintenance Agreement between the Landowners and the City,

dated August 13, 2022, temporary "Repair Work" was done on Diamond Court. The repairs include grinding and off haul 2.5" existing asphalt at Diamond Court, compact subgrade, placing and compacting approximately 11,600 SF of 2.5" new asphalt. (Change Order #2 Complete)

- What will be the consequences of not amending the FY 23/24 budget?
Answer: There is no overall dollar amount appropriation impact in the CIP fund (i.e., no increase or decrease in CIP funds.) The request to amend the FY 23/24 budget is to provide clarification of the use of contingency funds for additional scope of work listed in items B, C, and D.

Agenda Item 3 (HEU Ordinance):

- According to the site inventory in the HEU, the city committed to rezoning about half of the OA sites along San Antonio Road. Also, the City committed to rezoning most, but not all of the sites along Altos Oaks. See these photos from Figures B-1 and B-3 of the HEU:
Answer: The sites identified on the map and contained within the site inventory accounts for capacity where housing could be proposed to accomplish the RHNA allocation for Los Altos. In order to provide sufficient for the entire 8-year planning period the entire OA Zone should be rezoned during this process.





- However, the proposed ordinance appears to rezone the entire OA district. Please confirm if that is accurate. If so, then why does staff propose to rezone more of the OA district than was committed to by the Council?

Answer: For example, properties zoned OA that are just south of the Civic Center are identified on Figure B-2, the map that is shown in the question above. Of the OA Zoned parcels south of the Civic Center twelve (12) properties are in the inventory to be rezoned and the remaining seven (7) properties would remain untouched. There has been developer interest in the redevelopment of three (3) parcels that are among the remaining seven (7) previously mentioned. For the purposes of consistent zoning standards throughout the district, and to allow for the creation of more housing the entire OA District should be rezoned.

- Have the draft resolutions been modified since they were presented to and discussed by the planning commission?

Answer: No. The Planning Commission did not provide any recommended changes for incorporation into the draft ordinances.

- With respect to Village Court, Program 1F obligates the City to “consult with adjacent property owners and interested parties throughout the Village Court rezone program.” Please describe with particularity what the City has done to consult with adjacent property owners and interested parties about the Village Court rezone.

Answer: This provision was placed in the Housing Element Program 1.F when the timeline for rezoning of the site was December 2025 (an additional 2 years). The City has engaged the community regarding the rezoning package before the City Council tonight at two community meetings one (1) on November 1st at the Los Altos Community Center, and one (1) on November 8th at the Los Altos Community Center, both Community Meetings had approximately 100 residents in attendance where all implementing programs were discussed.

- Does the City’s actions in 1962 with respect to 62-PU/C7 and R1 and CT zoning designations for the Village Court parcel in any way affect this Council’s ability to rezone or otherwise change the approved use of the Village Court parcel # 167-12-042? Please explain why or why not. See: [background records for village corner - el camino real at san antonio road.pdf](https://www.losaltosca.gov/background-records-for-village-corner-el-camino-real-at-san-antonio-road.pdf) ([losaltosca.gov](https://www.losaltosca.gov))

Answer: No. A Planned Unit Development (PUD) is a function of Zoning. The previous 1962 City Council action can be repealed in the same manner which implemented the PUD.

- What qualifies as a “mixed use development?” Is this term defined anywhere in our code or elsewhere?

Answer: The Los Altos Municipal Code does not define the “Mixed Use”, it is defined by SB 167 (Housing Accountability Act of 2017). Mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use. In future Zoning Code Amendments staff can bring back a Zone Text Amendment for a definition of “Mixed Use” for incorporation into Chapter 14.02.

- § 14.34.110.A.: Why is off street parking required to be at the rear of the parcel?

Answer: This Development Standard was not changed, rather the wording was modified for clarity. Parking has always been required to be located in the rear of the parcel for OA. Additionally, it is best practice to locate surface parking at the rear of a parcel to provide some relief from adjacent properties. Lastly, it is a best practice to orient buildings close to the front property line in mixed use or non-residential zones in order to activate the street.

- § 14.36.010: There is a typo in the title of the section: It should read “OA-1,” not “OA-A.”

Answer: Noted, this can be corrected.

- §14.50.040: Why are cocktail lounges removed from the list of conditional uses of property in the CT zone?

Answer: Cocktail Lounges are no longer regulated in Downtown Los Altos and was previously changed just a few years ago. The CT Zone is a commercial and mixed-use zone where a conditional use permit is not necessary and inconsistent with review processes in the City of Los Altos as Alcohol sales/establishments are ancillary to Restaurant uses in the same zone.

- The word “Effectuated” should be replaced with “Affected” in the title to the ordinance repealing the Loyola Corners specific plan.

Answer: Noted, this can be corrected.

- The State and HCD does not require that we have mixed-use developments in the OA district. Can Council choose to eliminate C under 14.34.040?

Answer: The City Council can eliminate the mixed-use component. However, the district would still allow mixed-uses as there could be development standalone commercial and residential immediately adjacent to each other. It would be recommended that the City Council allow for the regulatory environment to account for all uses, which would then in turn allow for the market to determine the development proposed.

- Please clarify that the height limit (under 14.34.030) and setbacks (under 14.34.070, 14.34.080, and 14.34.090) are heights and setbacks that are established before a developer opts to request the use of density bonus?

Answer:

	PROPOSED	EXISTING
BUILDING HEIGHT	RESIDENTIAL – 40 FEET / 4 STORIES MIXED USE – 45 FEET / 4 STORIES	30 FEET (NO STORY LIMIT)

	NON-RESIDENTIAL – 30 FEET / 2 STORIES	
FRONT SETBACK	5 FEET	18 FEET
SIDE SETBACK	5 FEET or 25 FEET WHEN ABUTTING R1-10	10 FEET
REAR SETBACK	15 FEET or 30 FEET WHEN ABUTTING R1-10	10 FEET or 25 FEET WHEN ABUTTING R1-10

- **The modifications made:**

- Increase building height by 10 feet or 15 feet depending on the development type.
- Reduce front yard setback from 18 feet to 5 feet (13 feet reduction).
- Reduce the side yard setback from 10 feet to five feet for when a parcel is located next to a street or to another OA zoned parcel; increased the side yard setback from 5 feet to 25 feet for a parcel with a side yard setback that abuts an R1-10 parcel.
- Increase the rear yard setback from 10 feet to 15 feet when a parcel is located next to a street or to another OA zoned parcel; increased the rear yard setback from 25 feet to 30 feet for a parcel with a rear yard setback that abuts an R1-10 parcel.

- When a developer chooses to utilize density bonus, can it be possible that the finished product end up to be 2 stories (or more) than the recommended height limits?

Answer: Yes, a developer can request an increase to the building height and story count that would result in two stories. This would be requested as a concession/incentive.

- What is the maximum height of rooftop structures in addition to the additional floors , when a developer chooses to include rooftop amenities or enclosed structures? (i.e. and elevators structures)

**Answer: The Maximum Height allowed is:
RESIDENTIAL – 40 FEET / 4 STORIES
MIXED USE – 45 FEET / 4 STORIES
NON-RESIDENTIAL – 30 FEET / 2 STORIES**

These are the maximum allowed building heights which include all rooftop amenities and overruns such as elevators.

- Can we include incentives to have a developer build low impact housing on properties that abut R1 if there is no net loss?

Answer: Should the City Council elect to deploy this type of “incentive” it would require additional tradeoffs which were included into the draft Development Standards as a protection for of the adjacent single family zoning districts. For example, community members have requested as much rear or side yard setback as possible to provide additional relief from the new buildings; if the council wanted to require or incentivize “low impact” housing or shorter buildings the city would need to reduce or eliminate side and rear setbacks and increase or eliminate lot coverage. Any reductions in building

height would need to be directly offset by a building footprint allowance increase. Staff does not recommend this tradeoff as it will yield poorly designed buildings and site layout while also immediately impacting neighbors by building townhomes much closer to all property lines.

- If we cannot adjust this language in the ordinance before us, how soon can we ensure that the needed changes in the Objective Standards, Design Review, and Density Bonus (Off / On Menu offerings) be revisited to make the necessary amendments.

Answer: The City of Los Altos has not reviewed any projects under objective design standards; No Changes are necessary until after a complete project review has been completed and design considered by the Planning Commission. The Density Bonus Ordinance is currently consistent with State law; staff will be bringing an update to the Density Bonus Ordinance to implement Program 4.H which will provide additional density bonus and incentives for housing of persons with special needs.

- Page 2 of Chapter 14.36 OA-1/OA-4.5 OFFICE-ADMINISTRATIVE DISTRICT (PDF pg 52), in 14.36.040 Permitted uses (OA-1 and OA-4.5), shouldn't it also included Mixed Use as a permitted use? On page 5, in 14.36.130 Height of structures (OA-1 and OA-4.5), it lists all three types including Mixed Use.

Answer: Yes, that is correct. The Council can include that in the introduction of the ordinance.

Agenda Item 4 (Shared Police Services Study):

- What is the shared services model between Los Gatos and Monte Sereno?

Answer: Please see the attached PowerPoint (Los Gatos Monte Sereno Powerpoint) that provides an overview of the model between Los Gatos and Monte Sereno. Additionally, please attachment #2 (Los Gatos Monte Sereno Contract) for the services agreement between the two agencies.

- The consultant's report says that "any action to change law enforcement service providers by the Town of Los Altos will be conducted in a manner consistent with state and Los Altos Hills services procurement policies." How do those service procurement policies affect the proposal for Los Altos to provide Los Altos Hills with police service?

Answer: If the Town of Los Altos Hills wishes to procure police services from any agency they must complete an RFP process per the Town Code. The City and Town cannot enter into any agreement without completing an RFP process.

- Please explain in detail the differences between the "dedicated position," the "call for service," and the "service hour" bases for calculating LAH's share of operational costs. Do these models all mean that the City will send a bill to LAH at the end of each fiscal year for their share of operational costs based upon one of these models?

Answer:

(1) Dedicated Position Basis—Specific positions are funded by the receiving jurisdiction

The Dedicated position basis is determined by minimum acceptable staffing levels in each jurisdiction. This model would increase minimum staffing levels in Los Altos and

establish minimum staffing levels for Los Altos Hills. The minimum staffing levels in Los Altos Hills would be established at the levels currently in place in Los Altos, and the minimum staffing levels in Los Altos would be increased by one officer per shift. This model would also increase dispatch/communication officers on each shift.

This is the preferred model for Los Altos.

(2) Call for Service Basis—Total budget shared proportionately by call volume

This model would increase the officers in Los Altos Hills by the proportionate share of officers required to cover the calls for service each jurisdiction typically receives.

Los Altos is not interested in exploring this model.

(3) Service Hour Basis—Cost-per-hour coupled with agreed service levels

This model establishes agreed upon service levels between the two agencies and Los Altos Hills purchases those services directly from Los Altos. This is the model Monte Sereno and Los Gatos use.

This model requires more study by both agencies.

- Do these models all mean that the City will send a bill to LAH at the end of each fiscal year for their share of operational costs based upon one of these models?

The billing would be a mix of up-front charges for on-going services, one-time charges for items that are directly purchased, and an annual “true up” to ensure both agencies are charging or being charged appropriately.

- The explanations to elements 1 and 3 in the consultant’s report are unclear. Does LAH need 3.57, 5.95, or 8.37 officers?

Answer: If Los Altos Hills were to receive the same service level, they currently get from the County they would require 3.57 officers.

If Los Altos Hills were to receive the same level of service as Los Altos residents receive, they would purchase 5.95 officers.

If Los Altos and Los Altos Hills share police services based on the “improvement in service levels to both agencies” model they would require 8.37 officers (positions).

The 8.37 officers is the preferred model by Los Altos.

The “need” for officers can be determined differently based on what type of service model is selected. Los Altos is only interested in a model that improves services for both agencies. Under this model, LAH would “need” 8.37 officers.

- Has the LAH Town Council reviewed and consented to our police policies?

Answer: FROM LOS ALTOS HILLS: The Town of Los Altos Hills extended their contract with the County for another five years, but the Town Council agreed to look at different options for police services. The Council requested more study and information based on the conclusions of the initial assessment.

- - In the second to last paragraph on Page 2, shouldn't it say Los Altos Hills rather than Los Altos in "... any action to change law enforcement service providers by the Town of Los Altos Hills ..."?

Answer: Yes, this is correct. This is a legal requirement for the Town of Los Altos Hills.

- On Page 3 of the initial assessment, in Element 2, please explain "The cost-per-call difference, suggests adding approximately 30% more service hours for Los Altos Hills could be accomplished at about the same cost." The same cost as what, what LAH is paying now? This conclusion is not obvious from the information presented.

Answer: This references the cost efficiency difference between the County and the City of Los Altos. Because Los Altos provides police services to its residents more efficiently, the Town of Los Altos Hills could procure more police services from Los Altos than the County at the same cost.

This model is not preferred by the City of Los Altos.

- Page 5, on what basis does the report find that, "Importantly, the criminals victimizing both jurisdictions do not recognize the boundary." Does this mean criminals don't recognize the city boundary lines specifically or does it mean they don't know there are two different cities?

Answer: This statement references that generally criminals are not aware of specific municipal boundaries.

- Page 7, in number (3), isn't it LAH, not LA, which prepares an RFP?

Answer: Yes, this is correct. The Town has the obligation to create the RFP.

- I don't see clear information on the comparative financial costs. It seems like LAH gets significant improvements in service for about the same costs as they pay now but LA gets at most modest benefits for what are likely increased costs but those costs aren't clarified, or at least I don't see them. Can you provide further information on the costs for Los Altos?

Answer: Please see the explanation above on service models. The City is only interested in the service model that would increase service to both jurisdictions by establishing minimum staffing in Los Altos Hills and increasing minimum staffing in Los Altos, while also increasing the number of dispatchers each shift.

The other models would benefit the Town, but not the City, and are not being considered further.

In the scenario where Los Altos Hills pays for the equivalent of 8.37 officers, police services could be improved in both jurisdictions.

Agenda Item 5 (Possible Resolution Condemning Hamas, Antisemitism, and Hate):

- Please include the MVLA resolution and JCRC suggested language (both attached) with answers to these questions.

Answer: Please see attached.

- Has council ever voted on a formal resolution condemning a foreign attack on a foreign country? For example when Russia invaded Ukraine? Or when some of the big terrorist attacks occurred in Europe? If so, can we please review those examples.

Answer: City staff does not have a record of a formal resolution condemning a foreign attack on a foreign country.

- Please explain why no draft resolution was attached?

Answer: City staff did not draft a resolution because, at the regular City Council meeting of October 24, 2023, a request was made by Vice Mayor Jonathan Weinberg, seconded by Councilmember Neysa Fligor, with support from Councilmember Lynette Lee Eng to “discuss the Council issuing a potential resolution, or any other action, denouncing the Hamas attacks against Israel.”

- Question: A Councilmember requesting this topic to be placed on the agenda asked that specific items were shared with Council in the Council Q/A.

Answer: Attachment #3 (MVLA Resolution Endorsing President’s Remarks) and Attachment #4 (Sample Terrorism Resolution) are attached per this request.



**CITY OF LOS ALTOS
CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 24, 2023
7:00 p.m.
1 N. San Antonio Rd. ~ Los Altos, CA**

*Sally Meadows, Mayor
Jonathan Weinberg, Vice Mayor
Pete Dailey, Councilmember
Neysa Fligor, Councilmember
Lynette Lee Eng, Councilmember*

CALL MEETING TO ORDER – Sally Meadows, Mayor, called the meeting to order at 7:00 p.m.

ESTABLISH QUORUM – All Councilmembers were present.

PLEDGE ALLEGIANCE TO THE FLAG – Los Altos Girl Scouts led the Pledge of Allegiance.

REPORT ON CLOSED SESSION – There was no Closed Session meeting prior to the meeting.

CHANGES TO THE ORDER OF THE AGENDA

Sally Meadows, Mayor, moved Special Items before Public Comments on Items Not on the Agenda.

SPECIAL ITEMS

Recognition of Outgoing Commissioners

Sally Meadows, Mayor, presented certificates to outgoing Commissioners. The City Council thanked the Commissioners for their service to the City of Los Altos.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following member of the public spoke during Public Comments:

- Vadim Katz

CONSENT CALENDAR

Motion by Weinberg and Seconded by Dailey to approve the Consent Calendar. **Motion carried unanimously for Items 1 – 4 and Item 5 carried 4-1 with Councilmember Lee Eng opposed by roll call vote.**

1. Approval of Meeting Minutes for the Regular Meeting of October 10, 2023
2. Authorization for purchase of Root Foaming product; consider finding the Council's action exempt from review under CEQA pursuant to CEQA Guidelines Section 15301, and finding that none of the circumstances in CEQA Guidelines Section 15300.2 applies
3. Contract Award: Annual Street Sweeping Services; consider finding the Council's action exempt from review under CEQA pursuant to CEQA Guidelines Section 15301, and finding that none of the circumstances in CEQA Guidelines Section 15300.2 applies
4. Waive second reading and adopt an Ordinance amending Los Altos Municipal Code Section 9.25 "Special Events" and "Special Events Appendix A"

5. Adopt a Resolution adopting the Flag Raising Policy as a permanent program now that the pilot period has elapsed

DISCUSSION ITEMS

6. Discuss and provide direction on potential Dark Skies Ordinance

Nick Zornes, Development Services Director, presented the report.

The following members of the public spoke regarding the item:

• Ann Hepenstal	• Canis Li
• Lucy Janjigian	• Roberta Phillips
• Dashiel Leeds	• Teresa Morris
• Jim Fenton	• Gary Hedden
• Ravi Fischer	

Motion by Dailey and Seconded by Fligor to direct the Environmental Commission to research and draft a Dark Skies Ordinance, potentially including bird safety.

Lynette Lee Eng, Councilmember, presented a ~~Secondary Substitute~~ Motion to direct staff to research and draft a Dark Skies Ordinance, potentially including bird safety and including community outreach. ~~Secondary Substitute~~ Motion failed due to lack of a Second.

Lynette Lee Eng, Councilmember, presented a Friendly Amendment to direct the Environmental Commission to also conduct community outreach. *Councilmember Dailey rejected the Friendly Amendment.*

Motion made by Dailey and Seconded by Fligor carried unanimously by roll call vote.

INFORMATIONAL ITEMS ONLY

7. Tentative Council Calendar and Housing Element Update Calendar

COUNCIL/STAFF REPORTS AND DIRECTIONS ON FUTURE AGENDA ITEMS

- **Jonathan Weinberg, Vice Mayor** – Requested a future agenda to discuss a potential resolution, or any other possible action, denouncing the attacks against Israel by Hamas. *Supported by Fligor and Lee Eng*
- **Neysa Fligor, Councilmember** – Requested a future agenda item to consider appointing a Council representative to serve on the Community Trustee Area Districting (CTAD) Committee – Fremont Union High School District. *Supported by Lee Eng and Meadows*

ADJOURNMENT – The regular meeting adjourned at 8:36 p.m.

The meeting minutes were prepared by Melissa Thurman, City Clerk, for approval at the regular meeting of November 14, 2023.

Sally Meadows,
Mayor

Melissa Thurman, MMC
City Clerk

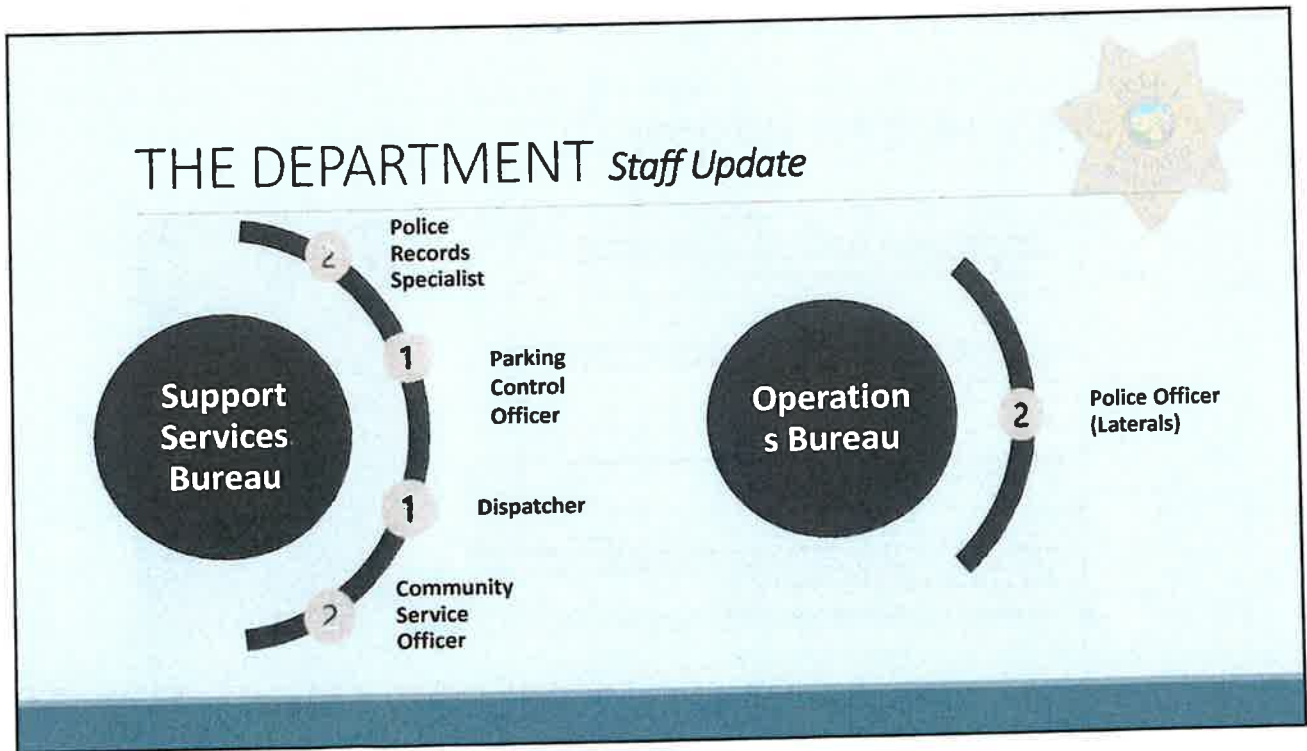
The October 24, 2023 City Council meeting recording may be viewed via the following external website: <https://www.youtube.com/@CityofLosAltosCA>

The City of Los Altos does not own or operate YouTube. The video referenced on these minutes were live at the time the minutes were published.




The cover features a large, faint yellow star-shaped badge on the left side. The badge contains the text "POLICE", "LOS GATOS", and "MONTE SERENO". To the right of the badge, the title "MONTE SERENO POLICE SERVICES REPORT" is written in a large, bold, black sans-serif font. Below the title, the date range "JULY- DEC 2022" is displayed in a smaller, bold, black sans-serif font. The entire content is enclosed in a thin black border.

1




2

The Department Context




Legislative Mandates

- **AB 481** - Military equipment transparency
- **SB 2** - Police Decertification
- **SB16** - Increases transparency regarding Peace Officer misconduct records; implements additional background check and record retention requirements




Policy Updates

- Drone Team
- Axon Camera update to fleet and body worn



Equipment & Technology

- Concealed Weapons Permit update due to Supreme Court ruling on NYSRPA v. Bruen



Ordinances

- Electric Bikes update in process with Youth Commission

3

Mental Health Response

- 9-8-8


• National initiative that shifts mental health crisis calls away from law enforcement and instead to the caller's needs being evaluated by the Suicide Prevention hotline to evaluate and determine the resource needs of the caller
- M.C.R.T.

• Mobile Crisis Response Team is focused on connecting family/caregivers to community support, strives to provide clinicians that can respond to an active mental health crisis and assist law enforcement, services ages 18 and over
- M.R.S.S.

• Mobile Response and Stabilization Services provides similar services to that of M.C.R.T but for ages 4-20 years of age.
- T.R.U.S.T.

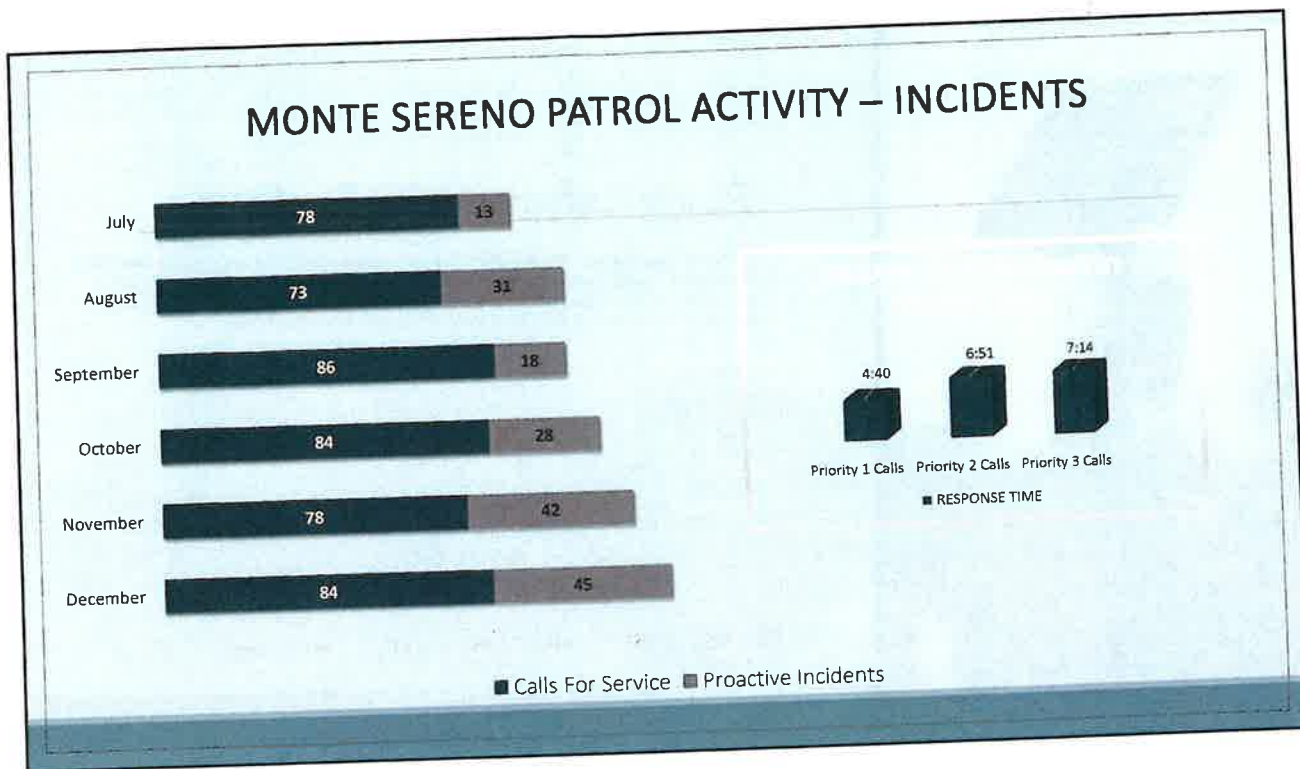
• Trusted Response Urgent Support Team is an onsite field team is a non-law enforcement mobile crisis response resource that works closely with crisis hotlines, the community and family member to provide intervention and follow up.

MENTAL HEALTH EVALUATION REPORTS
July - December 2021 - 2022

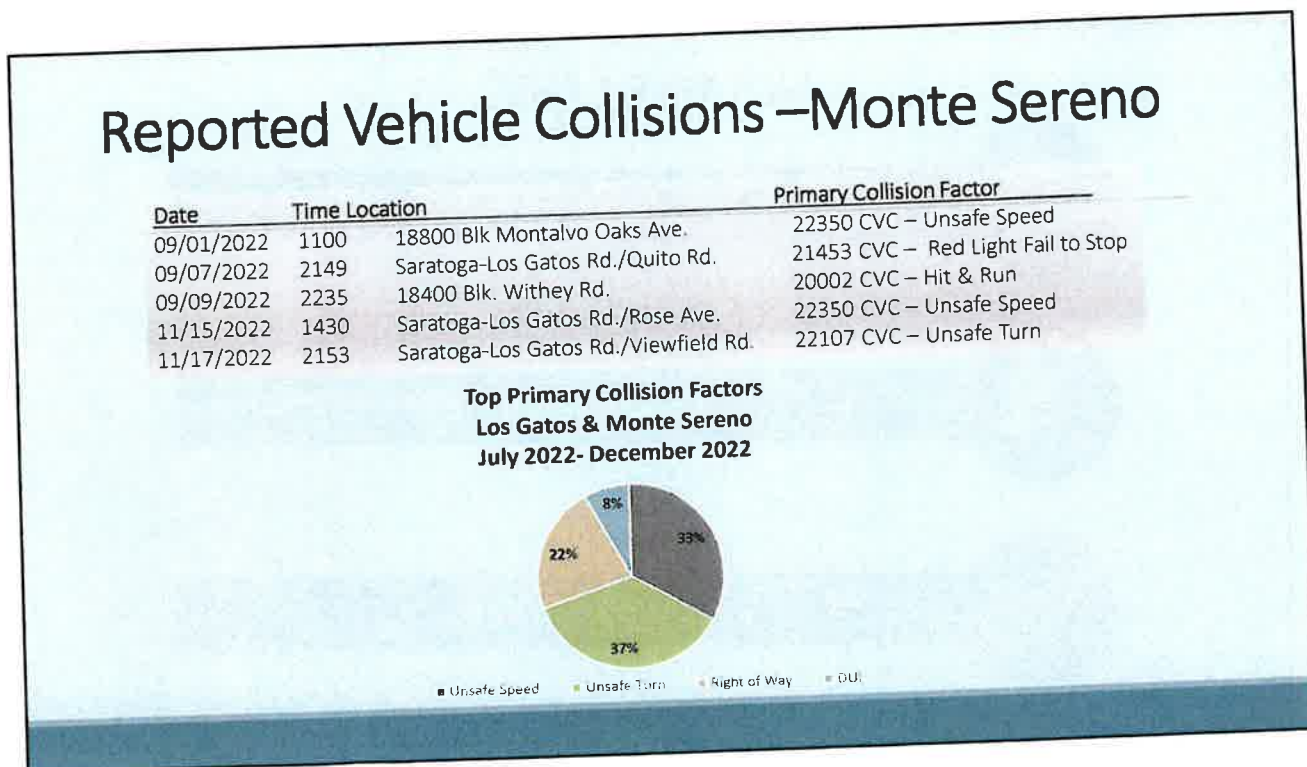


Year	Count
2021	49
2022	40


4



5



6






Flock Safety ALPR System

A two-year pilot program for the allocation and implementation of stationary automated license plate readers (ALPR) throughout Town, as a crime suppression and investigative tool. ALPR cameras were strategically placed at fifteen locations alerting officers in the field to stolen vehicles and vehicles wanted in connection with a crime.

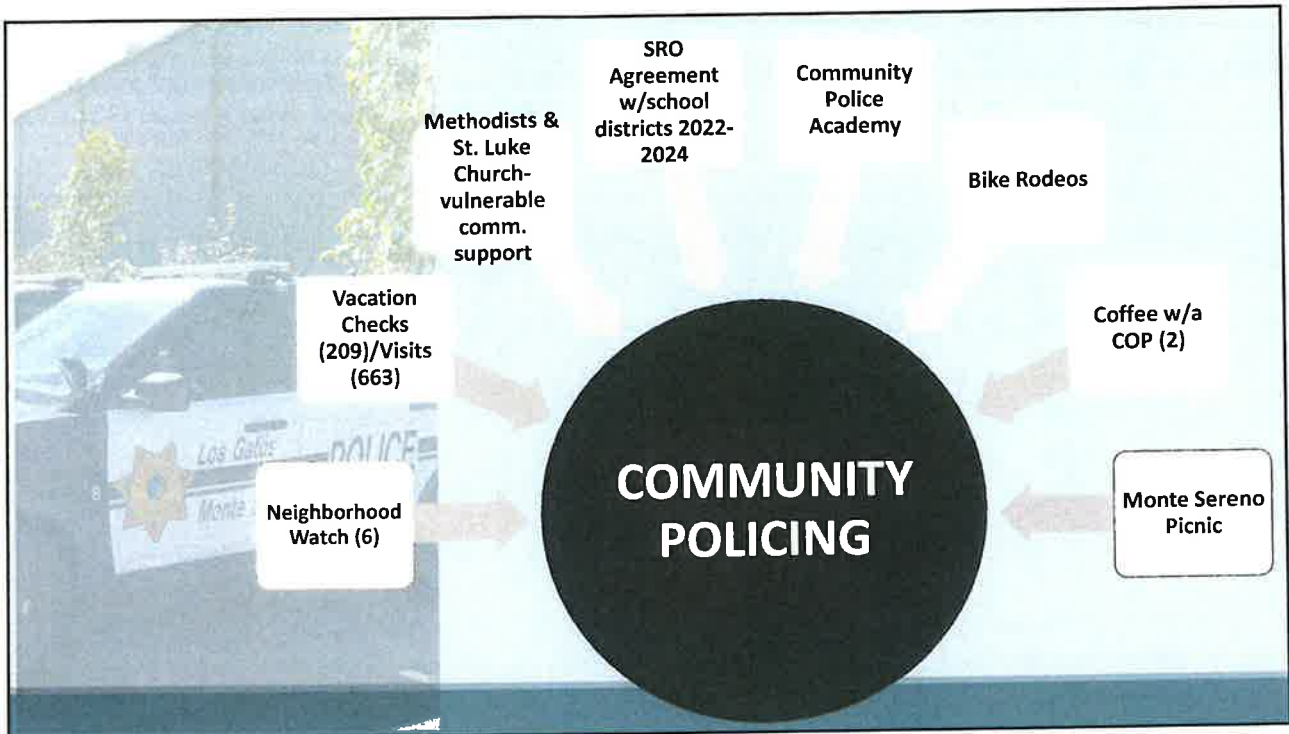
- 30-Day Retention
- Flock is audited monthly to ensure policy is being followed
- Flock transparency page is located on the Police website

7

NOTABLE CASES

-  **Flock Case**
-  **Property Crime**
-  **Person Crime**

8



9



10



11

CLERK DEPARTMENT
AGR 15,114
IIIH _____
ORD _____
REC _____
RESO _____

**AGREEMENT FOR LAW
ENFORCEMENT SERVICES**

This Agreement for Law Enforcement Services ("Agreement") is entered into by and between the TOWN OF LOS GATOS ("Los Gatos" hereinafter) and the CITY OF MONTE SERENO ("Monte Sereno" hereinafter), both municipal corporations and general law cities located in the County of Santa Clara, State of California.

RECITALS

- A. Los Gatos has its own police department and Monte Sereno does not.
- B. Monte Sereno has contracted with Los Gatos since 1995 for police services and desires to continue services through an amended and restated contract and provide for police protection within its boundaries pursuant to this Agreement.
- C. This independent contractor Agreement is entered into pursuant to provisions of Government Code Sections 55631 through 55634, and any and all other applicable authority.
- D. Los Gatos and Monte Sereno desire to enter into a 10 (ten) year agreement effective July 1, 2015.
- E. This Agreement is an independent contractor agreement and is not a joint employer arrangement between Monte Sereno and Los Gatos.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, Los Gatos and Monte Sereno agree as follows:

AGREEMENT

1. GENERAL PROVISIONS.

(a) This Agreement for Law Enforcement Services is effective July 1, 2015, and thereafter the provisions herein supersede and replace any previous Agreement or Amendments executed by the parties.

(b) In this agreement the word "Chief" means Chief of Police of the Town of Los Gatos.

(c) The Chief of Police of Los Gatos and his staff shall have authority and control over the manner and means of the overall operations and the procedural manner in which the police services are performed under this agreement. On or before the 1st day of April of each year of this Agreement, the Chief of Police of Los Gatos shall consult

with the Monte Sereno City Manager on service level issues and the parties may modify this Agreement as necessary to meet the needs of Monte Sereno subject to approval by the City and Town Council of each entity.

(d) The Chief or a member of the Chief's staff will attend Monte Sereno City Council meetings on a bi-annual basis and provide performance measures to the City of Monte Sereno City Council. These performance measures shall include crime statistics, response times and traffic enforcement trends and/or significant crime report summaries as well as patrol service hours provided for the prior six month period. In addition, the City of Police or a member of the Chief's staff shall submit reports at least quarterly, unless otherwise agreed to by the parties, to the Monte Sereno City Manager detailing the incidence of crime in the City of Monte Sereno and the hours of service provided to Monte Sereno.

(e) Los Gatos and Monte Sereno shall cooperate in the preparation and submission of applications for government law enforcement grants for police services in and for the City of Monte Sereno. Los Gatos and Monte Sereno agree that there is a mutual benefit to such efforts. Los Gatos and Monte Sereno also agree that either may independently pursue grants and shall be individually responsible therefore.

(f) Responsibility for the selection, assignment and discipline of Police personnel and other matters incident to the performance of services and the control of personnel shall remain exclusively with Los Gatos. Formal complaints regarding the conduct of Los Gatos Police personnel may be submitted by the Monte Sereno City Manager to the Chief of Police. Such complaints shall be promptly investigated and the outcome communicated to the complainant.

(g) Employee relations and related issues, including but not limited to Los Gatos employee salaries and benefits, shall be the sole and exclusive responsibility of Los Gatos.

2. SERVICE PROVISIONS.

A. General Services. Los Gatos shall provide police protection services to Monte Sereno for and during the term of this Agreement and any extension or extensions

thereof. Services shall be the same as those provided to the Town of Los Gatos and include the following:

- i. The enforcement of State Statutes and Municipal Ordinances of Monte Sereno, except such Municipal Ordinances of the type which would require special training of officers or of a type of enforcement that is contracted by Los Gatos to a third party or other public agency. Nothing herein contained shall preclude enforcement by Los Gatos personnel of the above-excepted ordinances;
- ii. Patrol officer services for an average of 80 hours per week^{1*};
- iii. Traffic enforcement^{1*};
- iv. Community Service Officer services;
- v. Investigations by detectives of all cases meeting the assignment criteria being used by Los Gatos;
- vi. 24-hour per day communications services to include:
 - a. 9-1-1 service
 - b. Police dispatching
 - c. After-hours dispatching of non-police services
- vii. Police Records Specialist service;
- viii. Collateral Specialty Teams and Additional Programs/Resources offered in the Town of Los Gatos including, but not limited to, Crime Scene Investigations, Traffic Investigation Team, Volunteers in Policing, Neighborhood Watch, Vacation Check Program, and Reserve Officer Program;
- ix. Coordination of police resources in the event of a major disaster or emergency that necessitates the activation of the Emergency Operations Center ("EOC") in the Town of Los Gatos as more specifically detailed in Section 2b below.

^{1*}Patrol and Traffic hours include activity and patrol time expended in Monte Sereno, and all other related administrative duties including, but not limited to, booking of evidence, report writing, case follow-up for cases originating in Monte Sereno. Service hours shall also include "beat preparation" time and "securing from beat" time at the rate of ten percent (10%) of the above references hours.

B. Emergency Preparedness. In the event of a major disaster or emergency in Monte Sereno that necessitates the activation of the E.O.C., the Town of Los Gatos shall open the E.O.C. for use by Monte Sereno and activate the E.O.C. based on the needs of the disaster. A Police Department representative shall immediately be dispatched to the E.O.C. and report to the Monte Sereno Director of Emergency Services (City Manager). A Command Officer will respond as soon as possible and will assume responsibility of working with Monte Sereno City officials as needed. The Town of Los Gatos shall maintain the E.O.C. and the E.O.C. infrastructure.

For the purpose of performing all of the services provided for in this Agreement, Los Gatos shall provide personnel, supervision, communications, equipment and supplies necessary to maintain the services to be rendered; provided, however, if in the sole judgment of the Chief or his/her designee, an emergency arises in Los Gatos which requires temporary diversion of officers and vehicles from Monte Sereno, the same may be diverted to Los Gatos on an emergency basis, and to the extent emergencies in Monte Sereno require additional police support, the Chief or the Chief's staff may divert personnel and vehicles from Los Gatos to Monte Sereno for any emergencies.

3. AUTHORITY

(a) The authority for assignment, control and discipline of Los Gatos officers and employees and other matters incident to the performance of services by Los Gatos under this Agreement, and the control of Los Gatos personnel shall remain with Los Gatos.

(b) Monte Sereno shall designate the Los Gatos Chief as its Chief in order to satisfy the provisions of Part I, Division 3, Title 4 of the California Government Code (sections 36501, et seq.), said Chief to function and operate in conformity with the terms of this Agreement.

4. WORKERS' COMPENSATION LIABILITY AND INSURANCE PROVISIONS

(a) Monte Sereno shall not be liable for payment of salaries, wages or other forms of compensation to any Los Gatos personnel performing services hereunder, including

personnel performing indirect services hereunder, such as police management personnel, watch commanders, background investigators, community service officers, police communications personnel and police clerical personnel. It is understood and agreed that for such purposes all such Los Gatos personnel performing either direct or indirect services to Monte Sereno hereunder shall be deemed employees of Los Gatos while acting in or for Monte Sereno pursuant to this Agreement. Los Gatos shall maintain Workers' Compensation Insurance covering all Los Gatos personnel performing services under this Agreement.

(b) Los Gatos shall indemnify, defend, and hold harmless Monte Sereno, its officers, agents and employees from any loss, liability, claim, injury or damage arising out of, or in connection with, performance of the duties and obligations of Los Gatos and its employees as set forth in this Agreement.

(c) Monte Sereno shall indemnify, defend, and hold harmless Los Gatos its officers, agents and employees from any loss, liability, claim, injury or damage arising out of, or in connection with, performance of the duties and obligations of Monte Sereno and its employees as set for in this Agreement.

(d) Los Gatos and Monte Sereno shall each maintain its own liability insurance coverage, through self-insurance or otherwise, against any claim of civil liability arising out of the performance of this Agreement. However, the maintenance of such insurance shall in no way reduce the obligation of either party to indemnify, defend and hold harmless either party or its officers, agents and employees.

5. PAYMENT FOR SERVICES

(a) A year, for the purposes of this Agreement, is the period beginning on July 1st and ending on June 30th.

(b) Annual Base Rate. For the services outlined in Section 2 above, beginning July 1, 2015, Monte Sereno agrees to pay Los Gatos the annual base rate of \$712,787.00 ("Base Rate"). The Base Rate includes an overhead rate built into annual base amount and includes but is not limited to: supplies, materials, facilities and vehicle costs, as well as administrative time for the Town Attorney, Town Manager's Office, Human Resources Department and Finance Department. Included in the Base Rate is \$35,853.84 for the

cost to maintain the EOC facility, the EOC infrastructure and for activation of the EOC in the event of a disaster or emergency as required in Section 2b. Any additional Town services furnished to Monte Sereno in the event of a disaster or emergency are not covered under this agreement.

(c) Supplemental Law Enforcement Services Fund. In the event the City of Monte Sereno is awarded monies from the Supplement Law Enforcement Services Fund (SLESF) from the State of California, Monte Sereno will grant those funds to Los Gatos for additional police services agreed upon by the parties within 30 days of receipt of the monies from the State of California. Los Gatos will provide 416 hours of additional traffic enforcement within the city limits of Monte Sereno in exchange for the \$100,000.00 awarded by the State of California. Should SLESF funding not be awarded to Monte Sereno, or if SLESF funding is eliminated from the State budget, then Monte Sereno shall be required to pay Los Gatos an additional \$100,000.00 above the Base Rate or agree to a reduction in police services commensurable with the reduction in \$100,000.00 funding from SLESF.

(d) Significant Crimes. In the event of a significant crime or crimes in Monte Sereno which includes, but is not limited to, kidnapping, homicide, hostage event, serial assault/robbery and/or other high level critical incident, Los Gatos will track incident time for these events. When it appears to the Chief of Police, in his/her sole discretion, that a significant crime or crimes will involve 320 hours or more of investigative hours in a year, the Chief of Police will so inform the Monte Sereno City Manager and discuss the necessary staffing levels. If the investigative hours required for a significant crime or crimes result in Los Gatos performing more than 900 hours of investigative work in a Year, Los Gatos shall provide Monte Sereno with an accounting of the total investigative hours broken down between the significant crime or crimes and general investigations and Monte Sereno agrees to pay for any additional investigative services over 320 hours for the significant crime or crimes in a year at the actual cost to Los Gatos to provide the services.

(e) Los Gatos shall provide the Monte Sereno City Manager with a monthly statement for 1/12 of the Base Rate in the monthly amount of \$59,398.92 and the same shall be due and payable on or before the fifteenth (15th) day of the month next

succeeding the month during which any such statement is mailed or delivered. All such statements shall be delivered to Monte Sereno as is specified in Section 7 (b) of this Agreement.

(f) The Base Rate set forth in 5(b) shall increase yearly based on the Average Annual Consumer Price Index for benefits for the 12-month period ending December of the proceeding calendar year plus 2%. Parties agree to use the U.S. Department of Labor, Bureau of Labor Statistics Employment Cost Index, and Benefit Index for State and Local Government Workers. In no event shall the annual increase exceed 6.0 percent.

(g) In the event of a substantive change in personnel costs to the Town of Los Gatos, including the reduction in police department workforce, such that the services provided to Monte Sereno are affected, the parties may negotiate for amended terms to this agreement.

(h) E.O.C. Pursuant to Section 2, Monte Sereno is entitled to use the E.O.C. for 240 hours within each Year of the contract. Use is defined based on any single occupancy of the facility, regardless of length of time, and subject to availability. Monte Sereno is entitled to first priority to use the E.O.C. second only to Los Gatos. In the event the need for the E.O.C. is based on a disaster or emergency that effects Los Gatos and Monte Sereno, the parties agree to work cooperatively to share the E.O.C. and the E.O.C. infrastructure. Additional use of the E.O.C. beyond the 240 hours will be billed to Monte Sereno at a rate of \$124.00 per day, regardless of length of time and subject to availability. This daily rate will increase at a rate of 3% each year.

(i) Crime laboratory fees, booking fees, and fees associated with the Santa Clara County Automated Fingerprint System (Cal ID), charged by the County of Santa Clara, or any other city, county or state agency, for incidents originally occurring in Monte Sereno shall be paid by the City of Monte Sereno, directly to the County of Santa Clara or applicable public agency and are not included in this Agreement.

(j) No other costs of any kind, including but not limited to capital projects, construction, equipment, or unforeseen personnel actions, will be added to the costs of the services unless specifically addressed in this Agreement.

(k) Any and all property acquired by Los Gatos under and pursuant to this Agreement shall be and at all times remain the property and responsibility of Los Gatos without any division or distribution thereof upon termination of this Agreement, except as otherwise agreed upon in writing. Property acquired by Monte Sereno shall remain the property and responsibility of Monte Sereno, except as Monte Sereno cedes such property to Los Gatos for the performance of services under this Agreement.

(l) The consideration provided to be paid to Los Gatos will not result in any surplus money and no monies shall be subject to refund to Monte Sereno at any time during or after the termination of this Agreement, unless there is overpayment.

6. TERM

This Agreement shall be effective July 1, 2015 and be operative through June 30, 2025, subject to the following cancellation provision:

(a) The Town of Los Gatos commits to providing law enforcement services for a three year period July 1, 2015 – June 30, 2018.

(b) During the period July 1, 2018 – June 30, 2025 either Los Gatos or Monte Sereno may unilaterally with or without cause cancel this Agreement upon at least one year written notice to the other party.

(c) This Agreement may also be canceled or amended as of any date by written mutual agreement of both parties.

7. MISCELLANEOUS

(a) No person is intended to or shall be a third party beneficiary to this Agreement.

(b) Any notice required by this Agreement shall be mailed or delivered to the Town of Los Gatos at 110 E. Main Street, Los Gatos, California 95032, Attention: Chief and to the City of Monte Sereno, 18041 Saratoga-Los Gatos Road, Monte Sereno, California, 95030, Attention: City Manager. A party's address may be modified by addressee's giving written notice of such modification to the other party calling specific attention to this Agreement.

(c) If any provision of this Agreement shall be held to be invalid, such provision shall be severable and such invalidity shall not impair the validity of any other provision of this Agreement.

(d) The waiver of either party of any violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same term or condition.

(e) In any legal action or proceeding brought for enforcement of this Agreement, the successful party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the last day and year set forth below.



CITY OF MONTE SERENO


TOWN OF LOS GATOS

6/29/2015
Date

6/29/15
Date

Approved as to form:


Town Attorney

**MOUNTAIN VIEW LOS ALTOS UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES**

**RESOLUTION NO. 23/24- 12: RESOLUTION ENDORSING PRESIDENT BIDEN'S
REMARKS OF OCTOBER 10, 2023, REGARDING HAMAS TERRORIST ATTACKS
IN ISRAEL AND AFFIRMING SUPPORT FOR DISTRICT'S AFFECTED FAMILIES**

WHEREAS, the President of the United States has informed all who heard his remarks of October 10, 2023, regarding the terrorist attacks in Israel that, at “the bloody hands of the terrorist organization Hamas — a group whose stated purpose for being is to kill Jews ...

More than 1,000 civilians (were) slaughtered — not just killed, slaughtered — in Israel. Among them, at least 14 American citizens killed.

Parents (were) butchered using their bodies to try to protect their children

Stomach-turning reports of babies being killed. Entire families slain.

Young people massacred while attending a musical festival to celebrate peace — to celebrate peace.

Women raped, assaulted, paraded as trophies.

And thousands of wounded, alive but carrying with them the bullet holes and the shrapnel wounds and the memory of what they endured”; and

WHEREAS, in those same remarks, the President noted,

“The brutality of Hamas — this bloodthirstiness — brings to mind the worst — the worst rampages of ISIS. This is terrorism, but sadly, for the Jewish people, it’s not new. This attack has brought to the surface painful memories and the scars left by millennia of antisemitism and genocide of the Jewish people. So, in this moment, we must be crystal clear: We stand with Israel ... There is no justification for terrorism. There is no excuse.” and

WHEREAS, the massacres of civilians by Hamas terrorists that occurred on October 7th, a Jewish holy day (*Shemini Atzeret*), killed more Jews than on any other single day since the Holocaust; and

WHEREAS, the nature and scale of the Hamas massacres have resulted in their being characterized as Israel’s 9/11, evoking the same kinds of emotions from Jews (and others) as Al Qaeda’s 9/11 attacks evoked from Americans, thereby making it much more difficult for Jews to overcome the traumatic grief these massacres engender than it is for them to cope with the destructive skirmishes that — sad to say — have become an expected risk of daily life for Palestinians and Israelis alike; and

WHEREAS, members of the MVLA community, especially Jewish members and their friends and families, are understandably grief stricken and deserving of compassion and support; and

WHEREAS, President Biden’s remarks include the reminder that “Like every nation in the world, Israel has the right to respond — indeed has a duty to respond — to these vicious attacks.” and

WHEREAS, Israel’s performing its duty to respond is certain to be accompanied by casualties among Palestinian, Israeli and other civilians, in Gaza and in Israel, thus intensifying and spreading anxiety, sorrow, grief, heartache, and dread among members of the MVLA community, further increasing the ranks of those deserving compassion and support; and

WHEREAS, President Biden called this “a moment for the United States to come together, to grieve with those who are mourning,” and said, “Let’s be real clear: There is no place for hate in America — not against Jews, not against Muslims, not against anybody. We reject terrorism. We condemn the indiscriminate evil, just as we’ve always done.”

LET IT THEREFORE BE RESOLVED THAT,

The Mountain View-Los Altos Union High School District Board of Trustees does hereby unequivocally condemn the massacres and other destructive acts perpetrated by the terrorist group Hamas. The depravity and cruelty sicken us, but they also stiffen our resolve to stand with those who promise, “Never again.”

The Board of Trustees, believing it is never appropriate to celebrate terrorism or the harming of civilians, furthermore condemns demonstrations celebrating acts of terrorism by Hamas or others, or glossing over Hamas’s commitment to kill Jews.

The Board also endorses President Biden’s remarks, and emphasizes in particular that there is no place for hate in MVLA — not against Jews, not against Muslims, not against anybody.

The Board recognizes that this is an extremely difficult time for many members of our community who have family and friends in the region and who are in pain and grieving deeply. The Board affirms that we and our employees and agents are here to support all our students and their families in whatever way we can, and welcomes suggestions for providing such support.

PASSED AND ADOPTED by the following vote of the Board of Trustees of the Mountain View Los Altos Union High School District, County of Santa Clara, State of California on October 16, 2023.

AYES: 5

NOES: 0

ABSENT: 0

ABSTAIN: 0

Phil Faillace

President, Board of Trustees

Resolution to Condemn Terrorism and Support Impacted Community Members

Whereas, on Saturday, October 7, 2023, during the Jewish holiday of Simchat Torah, the terrorist organization Hamas launched an unprecedented attack from Gaza against villages and towns in southern Israel, murdering at least 1300, mostly civilians, including babies, children, elderly, and foreign nationals, while injuring over 3000 people; and

Whereas, Hamas simultaneously launched thousands of rockets towards cities and towns in Israel leading to damage, injuries and civilian deaths; and

Whereas, Hamas kidnapped and is currently holding over 150 people hostage, including numerous Americans such as Berkeley native and California resident Hersh Goldberg-Polin and other foreign nationals; and

Whereas, the resulting war between Hamas and Israel is likely to last for a significant amount of time, causing great pain and hardship, as many more innocent lives in Gaza and Israel are lost; and

Whereas, many members of our community have family and friends directly impacted by these events; and

Whereas, Jews throughout YOUR CITY already live in heightened anxiety due to unprecedented levels of antisemitism in California and the United States, which is being amplified by the recent attacks and hateful responses by some organizations and individuals celebrating the acts of terrorism

Whereas, residents of YOUR CITY should not take the blame for events thousands of miles away, and

Therefore be it resolved, YOUR CITY condemns the horrific attacks against Israelis civilians, mourns the loss of all innocent life, calls for the release of all hostages taken by Hamas, and rejects any justification for these acts of terror.

Be it further resolved, YOUR CITY remains committed to calling out all forms of hate including antisemitism and Islamophobia, and encourages residents to show compassion and understanding to support their neighbors who may be in great pain.

Be it further resolved, OUR CITY encourages civility by all gathering participants and for residents to follow reputable news outlets and check sources before sharing information.