

AGENDA

NOTICE AND AGENDA

SPECIAL MEETING – TUESDAY, MAY 30, 2023
ATRIUM CONFERENCE ROOM AT CITY HALL – 500 CASTRO STREET
2:00 P.M.

ORDER OF BUSINESS

1. **CALL TO ORDER**

2. **ROLL CALL**—Joint Powers Agreement Board members Dr. Nellie Meyer, Dr. Ayindé Rudolph, and Chair Kimbra McCarthy.

3. **APPROVAL OF MINUTES**

Minutes for the November 29, 2022 meeting have been delivered to Board members and copies posted on the City Hall bulletin board. If there are no corrections or additions, a motion is in order to approve these minutes.

4. **ORAL COMMUNICATIONS FROM THE PUBLIC**

This portion of the meeting is reserved for persons wishing to address the Board on any matter not on the agenda. Speakers are limited to three minutes. State law prohibits the Board from acting on nonagenda items.

5. **NEW BUSINESS**

5.1 **SHORT-TERM EDUCATION ENHANCEMENT RESERVE JOINT POWERS AGREEMENT**

Staff recommends that the Education Enhancement Reserve Joint Powers Agreement Board recommend approval of the 2023 Short-Term Education Enhancement Reserve Agreement to the elected bodies of the Shoreline Regional Park Community, Mountain View Whisman School District, and Mountain View Los Altos Union High School District.

6. **BOARD/STAFF COMMENTS, QUESTIONS, BOARD REPORTS**

No action will be taken on any questions raised by the Board at this time.

7. ADJOURNMENT

MS/6/MGR
625-05-30-23A

**AGENDAS FOR THE EDUCATION ENHANCEMENT RESERVE
JOINT POWERS AUTHORITY BOARD**

- The specific location of each meeting is noted on the notice and agenda for each meeting which is posted at least 72 hours in advance of the meeting. Special meetings may be called as necessary by the Chair and noticed at least 24 hours in advance of the meeting.
- Questions and comments regarding the agenda may be directed to the City Manager's Office at 650-903-6301, or email at city.mgr@mountainview.gov.
- Interested persons may review the agenda at the Mountain View Library (585 Franklin Street) beginning the Friday evening before each regular meeting and at the City Manager's and City Clerk's Offices, 500 Castro Street, Third Floor, beginning the Monday morning before each meeting. Staff reports will be available during the meeting.
- **SPECIAL NOTICE—Reference: Americans with Disabilities Act, 1990**
Anyone who is planning to attend a meeting who is visually or hearing-impaired or has any disability that needs special assistance should call the City Manager's Office at 650-903-6301 48 hours in advance of the meeting to arrange for assistance. Upon request by a person with a disability, agendas and writings distributed during the meeting that are public records will be made available in the appropriate alternative format.
- The Board may take action on any matter noticed herein in any manner deemed appropriate by the Board. Their consideration of the matters noticed herein is not limited by the recommendations indicated herein.
- **SPECIAL NOTICE**—Any writings or documents provided to a majority of the Board regarding any item on this agenda will be made available for public inspection in the City Manager's Office, located at 500 Castro Street, during normal business hours and at the meeting location noted on the agenda during the meeting.

ADDRESSING THE BOARD, COMMISSION, OR COMMITTEE

- Interested persons are entitled to speak on any item on the agenda and should make their interest known to the Chair.
- Anyone wishing to address the Board on a nonagenda item may do so during the "Oral Communications" part of the agenda. Speakers are allowed to speak one time on any number of topics for up to three minutes.

MINUTES

SPECIAL MEETING—TUESDAY, NOVEMBER 29, 2022
VIDEO CONFERENCE WITH NO PHYSICAL MEETING LOCATION
11:00 A.M.

ORDER OF BUSINESS

1. CALL TO ORDER

The meeting was called to order at 11:02 a.m. by Chair Kimbra McCarthy.

2. ROLL CALL

Present: Joint Powers Authority Board members Dr. Nellie Meyer, Dr. Ayindé Rudolph, and Chair Kimbra McCarthy.

Absent: None.

3. APPROVAL OF MINUTES

The minutes for the Board meeting of December 16, 2021 were approved without modification.

Motion—M/S Rudolph/Meyer—Carried 3-0—Approve the minutes for the Board meeting of December 16, 2021 without modification.

4. ORAL COMMUNICATIONS FROM THE PUBLIC—No one spoke.

5. NEW BUSINESS

5.1 CURRENT STATUS OF SCHOOL DISTRICT ACTIVITIES FUNDED BY THE EDUCATION ENHANCEMENT RESERVE

Board members Dr. Meyer and Dr. Rudolph presented activities in the Mountain View Los Altos Union High School District and Mountain View Whisman School District, respectively, funded by the Education Enhancement Reserve.

5.2 FUNDING SCHEDULE/AMOUNTS FOR FISCAL YEAR 2022-23

Jesse Takahashi, Treasurer of the Shoreline Regional Park Community, presented the funding schedule for both School Districts for Fiscal Year 2022-23.

5.3 STATUS OF EDUCATION ENHANCEMENT RESERVE JOINT POWERS AUTHORITY AGREEMENT NEGOTIATIONS

Assistant City Manager/Chief Operating Officer Audrey Seymour Ramberg presented a memorandum regarding the history and status of successor agreement negotiations.

Chair McCarthy opened the item up for public comment. The following members of the public spoke:

- Laura Blakely commented that the School District needs additional funding for future growth and that sea level rise should be addressed regionally.
- Councilmember Pat Showalter commented on the infrastructure needs of the School District, City of Mountain View, and Shoreline and how they are all connected.

Chair McCarthy made some comments in summary of this item discussion.

Dr. Rudolph asked questions about the process and next steps with input from Chair McCarthy, Dr. Meyer, and Ms. Ramberg. The consensus was to direct staff to negotiate an agreement for Fiscal Year 2023-24 to ensure continuity of payments from the Shoreline Regional Park Community to the School Districts and return to the Board in Fiscal Year 2023-24 with a longer-term agreement to take effect in Fiscal Year 2024-25.

5.4 FUTURE MEETINGS

The Board agreed that the next Joint Powers Authority meeting will be scheduled during Q1 2023.

6. BOARD/STAFF COMMENTS, QUESTIONS, REPORTS

Dr. Rudolph expressed appreciation for the partnership between the City of Mountain View, Mountain View Los Altos Union High School District, and Mountain View Whisman School District.

Chair McCarthy echoed Dr. Rudolph's comments.

7. **ADJOURNMENT**

The meeting was adjourned at 12:14 p.m.

These Minutes are hereby submitted for approval by Michal Schultz, Recording Secretary.

Approved on _____.

MS/2/MGR
625-11-29-22mn

MEMORANDUM

DATE: May 30, 2023

TO: Education Enhancement Reserve Joint Powers Authority Board

FROM: Audrey Seymour Ramberg, Assistant Shoreline Community Manager

VIA: Kimbra McCarthy, Shoreline Community Manager

SUBJECT: Short-Term Education Enhancement Reserve Joint Powers Agreement

RECOMMENDATION

Recommend approval of the 2023 Short-Term Education Enhancement Reserve Agreement to the elected bodies of the Shoreline Regional Park Community, Mountain View Whisman School District, and Mountain View Los Altos Union High School District.

BACKGROUND

In January 2006, the Shoreline Regional Park Community (SRPC or Shoreline Community), a separate legal entity from the City of Mountain View, Mountain View Whisman School District (MVWSD), and Mountain View Los Altos Union High School District (MVLAUHSD) entered into the Education Enhancement Reserve Joint Powers Agreement (EER JPA or EER Agreement). The purpose of the EER JPA is to provide annual payments to the school districts from the Shoreline Community to benefit local education with the goal of attracting and retaining a quality employment base which supports the City's and Shoreline Community's economic vitality. The initial funding in 2005 was approximately \$400,000 per year per school district, adjusted annually by up to 3%. An amendment to the EER JPA was adopted in 2011 to increase the payment amount in order to help address school district budget shortfalls due to the economic recession at that time.

In June 2013, the three entities entered into a new agreement that continued the EER JPA and further increased funding to the school districts during a 10-year term from Fiscal Year 2013-14 through Fiscal Year 2022-23. In 2019, the EER JPA was amended to provide the school districts with their full tax rate allocation on property tax revenue from new residential development in the Shoreline Community. This amendment recognizes that new housing in the Shoreline Community will result in increased school enrollment and was prepared to implement Funding for Schools, Policy 3.4.5.5 in the North Bayshore Precise Plan, which was adopted by the City

Council in 2017. Consequently, when new housing comes online in the North Bayshore Area over time, the payment to the school districts will increase significantly.

Since 2005, total payments from the Shoreline Community to the school districts amount to \$49,388,386 to MVWSD and \$32,551,064 to MVLAUHSD for a total of \$81,939,450.

The 2013 EER JPA expires on June 30, 2023. As required in the agreement, Shoreline Community and school district staff began meeting in 2019 to discuss a successor agreement. In 2021, Shoreline Community staff proposed an extension to provide the time needed to develop a long-term forecast informed by the North Bayshore Master Plan (NBMP), which is now scheduled to come to Council for consideration on June 13, 2023. Shoreline Community staff also proposed to update the 1977 Shoreline Area Plan, which outlines the allowable uses for Shoreline Community tax increment and does not currently identify school capacity as an allowable use.

Staff presented this proposed approach at the November 29, 2022 meeting of the EER JPA Board (Attachment 2). At this meeting, the Board provided direction to staff to develop a short-term agreement for adoption as soon as possible to provide certainty for a payment in Fiscal Year 2023-24 in an amount no less than the Fiscal Year 2022-23 payment (i.e., \$5,346,723 and \$3,423,095 for MVWSD and MVLAUHSD, respectively). The EER JPA Board also provided direction for staff to return before summer with a process for negotiation of a long-term successor agreement.

ANALYSIS

In follow up to the November 29, 2022 EER JPA Board meeting, the working group of staff from the three agencies met in December 2022 and engaged in ongoing discussions to develop a short-term successor agreement. Shoreline Community staff provided a draft agreement to the school districts on February 24, 2023. This draft was based on the 2013 agreement, as amended in 2019, with an increased minimum payment to equal the Fiscal Year 2022-23 payment, an adjustment payment based on the growth rate in property tax revenue, and a one-time additional payment. In addition, the draft included updated recitals and some language cleanup.

On March 29, 2023, MVWSD provided suggested edits, including an increased minimum payment and other terms related to setting aside reserves for future payments to the school districts. Staff updated the Shoreline Community Board of Directors at a Study Session on April 3, 2023. At this meeting, the Board provided direction to Shoreline Community staff to work out a focused short-term agreement as soon as possible and not include provisions related to the future long-term agreement. Shoreline Community staff sent an updated draft of the agreement to the districts' staff on April 28, 2023, accepting the increased minimum payment and some of the suggested language modifications as described below.

Proposed Short-Term Agreement

The proposed 2023 short-term successor EER Agreement is included in this memorandum as Attachment 1. The key terms are outlined below.

- **Minimum Payment:** Upon execution of the agreement, the school districts will receive a minimum payment for Fiscal Year 2023-24 as follows:
 - MVWSD: \$5,686,451
 - MVLAUHSD: \$3,640,595
- **Adjustment Payment:** In addition, on or before December 31, 2023, the school districts will receive an adjustment payment for Fiscal Year 2023-24 calculated by applying to the minimum payment the same percentage change in property tax revenues compared to the preceding fiscal year (2022-23).
- **Additional One-Time Payment:** In addition, on or before December 31, 2023, the school districts will receive a one-time additional payment for Fiscal Year 2023-24 equal to 10% of the adjustment payment.

For illustrative purposes, if property tax revenue in the Shoreline Community were to increase 10%, the payment would be approximately \$6.3 million to MVWSD and \$4 million to MVLAUHSD, resulting in a total of \$10.3 million.

- **Fiscal Year 2023-24 Shoreline Community Bond Issuance:** In response to an interest stated by MVWSD, the short-term agreement includes a term that the Shoreline Community will forego issuing bonds and certificates of participation in Fiscal Year 2023-24.
- **Purpose:** The Purpose was updated to include the use of Shoreline Community funds to improve, rehabilitate, develop, or redevelop school district facilities that serve the residents of the Shoreline Community. As noted below, this will require an update to the Shoreline Area Plan.
- **Updated Language:** A recital was added to reflect the Shoreline Community's intention to update the Shoreline Area Plan to address the increased demand for infrastructure, school district facilities, affordable housing, and services generated by new development in the Shoreline Community. A recital was also added to emphasize the parties' commitment to negotiate in good faith to reach a long-term successor agreement in a timely manner.
- **Agreement Duration:** The term of the short-term successor EER Agreement is Fiscal Year 2023-24. The agreement may be extended by written agreement of all parties on the same or different terms negotiated by the parties so long as the parties continue to negotiate in good faith on a longer-term agreement.

- Formatting and Minor Corrections: Staff notes the following minor corrections that have been made from the April 28, 2023 draft sent to the school districts for review. In Recital X., the Fiscal Year has been corrected to say 2023-24, not 2024-25. In Recital Y. and Section 2.1, the name Education Enhancement Revenue Joint Powers Board has been corrected to say Education Enhancement Reserve Joint Powers Board. In addition, formatting changes have been made for ease of readability and compliance with current City document processing standards.

Process for Long-Term Agreement

As noted above, the EER JPA Board directed staff to return before the summer with a process for negotiating the long-term successor EER JPA. Shoreline Community staff outlined a proposed process in the memorandum for the April 3, 2023 Study Session of the Shoreline Community Board of Directors. This process involves convening elected officials from the three agencies to: build relationships and trust; share information through real-time, direct communication; identify shared and separate interests; and provide process guidelines for staff-level negotiation. The tri-agency convenings would include a joint kickoff meeting of the three elected bodies followed by up to three meetings of an ad hoc committee comprised of representatives of each of the agency elected bodies (with one less than a quorum from each agency). These convenings are to be supported by a professional, neutral facilitator. The Shoreline Community Board of Directors approved of this approach at the April 3 meeting, and the Mayor sent a letter to the school districts on April 28, 2023 inviting participation in this process (Attachment 3).

As the convener of the process, the Shoreline Community will be responsible for staff support and coordination tasks, including contracting with a facilitator, meeting scheduling, identifying a location, noticing, preparing minutes, and providing other logistical support. Over the past several weeks, staff has been working to identify a facilitator for the joint convenings, set a date, and develop a data repository for information requests and responses to support the information sharing to take place at the convenings. In light of the time needed to find a mutually agreed-upon facilitator, end-of-school-year commitments, and the summer recess for all three agencies, it is expected that the joint kickoff meeting will take place in late August or September or shortly thereafter.

ASR/MS/6/MGR
625-05-30-23M

- Attachments:
1. 2023 Short-Term Education Enhancement Reserve Agreement
 2. November 29, 2022 EER JPA Board Memorandum
 3. Invitation Letter for Tri-Agency Joint Convenings

**EDUCATION ENHANCEMENT RESERVE
JOINT POWERS AGREEMENT**

THIS EDUCATION ENHANCEMENT RESERVE JOINT POWERS AGREEMENT (“Agreement”) is dated for identification this ____ day of _____ 2023, and is entered into by and between the SHORELINE REGIONAL PARK COMMUNITY, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter referred to as “SHORELINE COMMUNITY”), and the MOUNTAIN VIEW LOS ALTOS UNION HIGH SCHOOL DISTRICT, a California public school district in Santa Clara County, California, and the MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a California public school district in Santa Clara County, California (hereinafter referred to collectively as “DISTRICTS”). SHORELINE COMMUNITY and DISTRICTS shall be hereinafter referred to collectively as “the Parties” or individually as “Party.”

WITNESSETH:

A. WHEREAS, pursuant to California Government Code Section 6502, commonly known as the “Joint Exercise of Powers Act,” two (2) or more public agencies may, by agreement, jointly exercise any power common to the contracting parties; and

B. WHEREAS, each of the Parties to this Agreement is a “public agency” as that term is defined in California Government Code Section 6500; and

C. WHEREAS, in accordance with Government Code Section 6506, the Parties wish to provide for the administration of this Agreement by a board constituted pursuant to this Agreement; and

D. WHEREAS, the CITY OF MOUNTAIN VIEW (hereinafter referred to as “CITY”) and DISTRICTS have a long history of collaboration on programs and facilities for the betterment of the Mountain View community. The collaborations have included CITY staffing and resources that benefit both DISTRICTS and the broader Mountain View community simultaneously, such as staffing and maintenance of sports centers; scheduling of athletic fields; Library programs such as teen services, Summer Reading program, and Mobile Library Services; maintenance of playing fields at elementary and middle schools; and provision of CITY-owned land for high school use. Additionally, CITY has provided subsidies, discounted fees, or staffing and resources that directly benefit DISTRICTS, such as Police services through School Resource Officers and the Crossing Guard program; the Safe Routes to School Program; fire safety education and emergency preparedness services; the “Beyond the Bell” after-school program at four (4) elementary schools and one (1) middle school, “the BEAT” after-school program at another middle school, and access to golf course and performing arts programs. CITY and the Mountain View Whisman School District also collaborated on the award-winning Graham Reservoir/Sports Field project and the 777 Middlefield Road teacher/City staff housing project; and

E. WHEREAS, SHORELINE COMMUNITY was formed in 1969 and continues in its development phase. SHORELINE COMMUNITY is dedicated to enhancing the overall strength and vitality of the region, including the public schools that serve the Mountain View community; and

F. WHEREAS, SHORELINE COMMUNITY recognizes that there is a financial impact on DISTRICTS from the existence of SHORELINE COMMUNITY. DISTRICTS recognize the continuing and perpetual nature of SHORELINE COMMUNITY in meeting critical environmental, open space and recreation needs of the Mountain View community and the South Peninsula region as a whole; and

G. WHEREAS, SHORELINE COMMUNITY seeks to collaborate with DISTRICTS to foster and develop educational programs for DISTRICTS' students. SHORELINE COMMUNITY is one of the most significant high-technology locations in the world. The ability of SHORELINE COMMUNITY to continue to play such a critical role depends, in part, on quality schools attracting the necessary employment base to SHORELINE COMMUNITY, as well as providing a locally available supply of highly trained and skilled employees; and

H. WHEREAS, SHORELINE COMMUNITY and DISTRICTS have identified an approach to assist DISTRICTS with DISTRICTS' technology education and other educational programs which support the vitality of SHORELINE COMMUNITY;

I. WHEREAS, SHORELINE COMMUNITY and DISTRICTS entered into an agreement in 2006 ("2006 Agreement") in order to create an education enhancement reserve to provide funds to enhance the educational and technical capacity of students in DISTRICTS; and

J. WHEREAS, SHORELINE COMMUNITY and DISTRICTS entered into an amendment to the 2006 Agreement in 2011 to provide additional funding to DISTRICTS for a three (3) year period to temporarily mitigate the State of California's reduced funding to public schools; and

K. WHEREAS, the Parties entered into a successor agreement dated June 20, 2013 for identification, to create an Education Enhancement Reserve in which funds would be used to enhance the educational and technology capacity of students in DISTRICTS' schools who, in turn, would contribute to the availability of a local technology workforce necessary to further SHORELINE COMMUNITY objectives (as amended, "2013 Agreement"); and

L. WHEREAS, in December 2017, the Mountain View City Council adopted the North Bayshore Precise Plan ("NBPP"), which allows for the creation of new residential neighborhoods and up to nine thousand eight hundred fifty (9,850) housing units in the area governed by the NBPP; and

M. WHEREAS, recognizing the increase in school enrollment that would result when such housing was developed, the NBPP includes Policy 5 (Funding for Schools) of Section 3.4.5 (Local School Policies); and

N. WHEREAS, this Policy 5 states that the Parties shall develop an agreement to allocate revenue related to growth in assessed value due to new residential development pursuant to the annual tax allocation for each school district; and

O. WHEREAS, SHORELINE COMMUNITY and the DISTRICTS worked together to develop an amendment to Section 3.4 (Property Tax Revenue Calculations and Payment) of the 2013 Agreement in accordance with Policy 5; and

P. WHEREAS, the Joint Powers Agreement Board met on June 5, 2019 and approved recommending the amendment to the governing bodies of the SHORELINE COMMUNITY and DISTRICTS; and

Q. WHEREAS, the Amendment to Education Enhancement Reserve Joint Powers Agreement, dated September 5, 2019 for identification, was approved by the SHORELINE COMMUNITY Board on June 25, 2019, by the MOUNTAIN VIEW LOS ALTOS UNION HIGH SCHOOL DISTRICT Board on September 3, 2019, and the MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT Board on September 5, 2019; and

R. WHEREAS, the Parties began conversations regarding the terms of a successor agreement in June 2019, as required by the 2013 Agreement; and

S. WHEREAS, the Parties have expressed an interest to enter into a long-term agreement that meets the purposes and obligations of the SHORELINE COMMUNITY and supports the DISTRICTS in fulfilling their critical role in providing education services to the future residents of the SHORELINE COMMUNITY; and

T. WHEREAS, in 1977, the SHORELINE COMMUNITY Board of Directors approved and adopted the North Bayshore Area Plan ("Shoreline Area Plan") to accomplish the purposes of the 1969 legislation ("Shoreline Act") that created the SHORELINE COMMUNITY; and

U. WHEREAS, the Shoreline Area Plan describes the then-existing land uses in the SHORELINE COMMUNITY, the vision of SHORELINE COMMUNITY development, including the proposed land uses and the public facilities and services required to serve the proposed development, and the related uses of SHORELINE COMMUNITY funds; and

V. WHEREAS, the Shoreline Area Plan states that it is subject to periodic review and updating as new information, potentials or constraints emerge; and

W. WHEREAS, the SHORELINE COMMUNITY intends to update the Shoreline Area Plan to address the increased demand for infrastructure, school district facilities, affordable housing, and services generated by new development in the SHORELINE COMMUNITY, including the need for high-quality technological education created by residential development and that will contribute to the sound and economic growth of the SHORELINE COMMUNITY; and

X. WHEREAS, during the time in which the Shoreline Area Plan is being updated and the Parties are negotiating a long-term agreement, DISTRICTS seek the certainty of a continuing agreement to inform DISTRICTS' budget process for Fiscal Year 2023-24; and

Y. WHEREAS, the Education Enhancement Reserve Joint Powers Agreement Board of Directors established by the 2013 Agreement met on November 29, 2022 and expressed an interest to establish a short-term successor agreement to be adopted as soon as possible to ensure continuity of payments and to meet again prior to June 30, 2023 to discuss a process and timeline for negotiating a longer-term agreement; and

Z. WHEREAS, the Parties are committed to negotiate in good faith to reach a longer-term successor agreement in timely manner; and

AA. WHEREAS, SHORELINE COMMUNITY intends to maintain continuity of payments to DISTRICTS; and

BB. WHEREAS, SHORELINE COMMUNITY and DISTRICTS have successfully collaborated for many years to foster and develop educational programs for DISTRICTS' students; and

CC. WHEREAS, SHORELINE COMMUNITY and DISTRICTS intend to continue and increase collaboration with the support of SHORELINE COMMUNITY through this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein agreed, the parties hereto agree as follows:

ARTICLE I—PURPOSE

To further SHORELINE COMMUNITY objectives and provide for substantial contributions by SHORELINE COMMUNITY to the sound and economic growth of the Shoreline Community, it is the purpose of this Agreement to create an Education Enhancement Reserve in which funds provided by SHORELINE COMMUNITY shall be used to improve, rehabilitate, develop, or redevelop school district facilities that serve the residents of the SHORELINE COMMUNITY and enhance the educational and technology capacity of students in DISTRICTS' schools that serve the residents and workforce needs of the SHORELINE COMMUNITY.

ARTICLE II—POWERS

To achieve the purpose of this Agreement, the Parties are accorded the following powers and duties:

2.1 This Agreement will be administered through a three (3) member, unpaid Board of Directors to be known as the Education Enhancement Reserve Joint Powers Agreement Board of Directors (the "JPA Board") comprised of the Superintendent of each of the DISTRICTS and

the SHORELINE COMMUNITY Manager, or their designees. The JPA Board will meet at least one (1) time per year and on a more frequent basis as determined necessary by a majority of the JPA Board. The SHORELINE COMMUNITY Manager shall serve as Chair.

2.2 The respective boards of DISTRICTS and SHORELINE COMMUNITY shall retain all policy-making authority with respect to the actions of the JPA Board.

ARTICLE III—PAYMENTS

3.1 Except as provided in Article IV, the SHORELINE COMMUNITY Manager shall include payments described in this Article in the annual budget of SHORELINE COMMUNITY. The payments will be facilitated through the use of two (2) restricted reserves (collectively, “Education Enhancement Reserve”) to be maintained by the Treasurer of SHORELINE COMMUNITY on each of DISTRICTS’ behalf.

3.2 For Fiscal Year 2023-24, each DISTRICT shall receive a Minimum Payment, Adjustment Payment and One-Time Additional Payment as follows:

a. Minimum Payment: Upon execution of the Agreement, DISTRICTS will receive a Minimum Payment for Fiscal Year 2023-24 greater than the payments they received in Fiscal Year 2022-23 under Article III of the 2013 Agreement, as amended on September 5, 2019, i.e.:

- (1) Mountain View Whisman School District: \$5,686,451.
- (2) Mountain View Los Altos Union High School District: \$3,640,595.

b. Adjustment Payment: On or before December 31, 2023, DISTRICTS will receive an Adjustment Payment for Fiscal Year 2023-24 calculated by applying to the Minimum Payment the same percentage change in property tax revenues compared to the preceding fiscal year (e.g., Fiscal Year 2022-23).

For purposes of illustration, here is an example (fictitious numbers are used for ease of calculation):

Assuming the Minimum Payment is \$1,000 in Fiscal Year 1 and the property tax revenues increase by ten percent (10%) between Fiscal Year 1 and the prior Fiscal Year, the Adjustment Payment for Fiscal Year 2 would be \$100.

c. One-Time Additional Payment: On or before December 31, 2023, DISTRICTS will receive a One-Time Additional Payment for Fiscal Year 2023-24 equal to ten percent (10%) of the Adjustment Payment.

For purposes of illustration, here is an example (fictitious numbers are used for ease of calculation):

Assuming the Minimum Payment is \$1,000 in Fiscal Year 1 and the property tax revenues increase by ten percent (10%) between Fiscal Year 1 and the prior Fiscal Year, and the Adjustment Payment is \$100 in the above example, the One-Time Additional Payment would be \$10.

In this example, the total payment (Minimum plus Adjustment plus One-Time Additional) would be \$1,110.

3.3 New Residential Property Tax Payment (NR-PTP): In addition to the above Minimum Payment, Adjustment Payment, and One-Time Additional Payment, an annual NR-PTP shall be made based on the residential property development in the Shoreline Community that occurs after the December 12, 2017 adoption of the North Bayshore Precise Plan (Policy 3.4.5.5) (hereinafter New Residential Development).

The first NR-PTP will be made by December 31 of the fiscal year following the addition of New Residential Development assessed value (AV) to the Santa Clara County (County) July 1 tax roll (Tax Roll) (e.g., the July 1, 2021 Tax Roll is for Fiscal Year 2021-22, and any payment from new residential development would be made by December 31, 2022).

In Year 1, the New Residential Development AV shall be calculated by subtracting the Base Residential AV Year 0, as adjusted by the California Consumer Price Index (CCPI) (see Example C in Attachment 1), from the total residential Tax Roll AV. Base Residential Tax Roll AV shall mean the residential Tax Roll AV shown on the Tax Roll prior to the addition of new residential AV due to New Residential Development. The New Residential Development AV will then be multiplied by the one percent (1%) tax increment rate to determine the New Residential Property Tax Revenues. New Residential Property Tax Revenues will then be multiplied by the Increment Allocation Factor (IAF) for the largest tax rate area (TRA) in the Shoreline Community, currently TRA 05-004, as established and provided by the County, for each DISTRICT for the applicable fiscal year to determine the NR-PTP.

Each subsequent fiscal year, the Base Residential AV from the prior fiscal year will be multiplied by the annual CCPI, or other inflationary factor utilized by the County to adjust the tax roll, to determine the Base Residential AV to be used to calculate the NR-PTP.

Attachment 1 to this Agreement includes an example for how the NR-PTP will be calculated for illustrative purposes, using fictitious numbers.

3.4. DISTRICTS shall use payments for expenditures consistent with the goals of this Agreement. Expenditures shall include, without limitation, the following: (1) acquisition of materials, equipment, and licenses to provide students and staff with access to current and regularly updated technological tools, resources, and infrastructure; (2) materials, equipment,

licenses, personnel, and consultants in support of student preparation for further education and the development of skills considered critical for the success of businesses and operations in SHORELINE COMMUNITY; (3) costs reasonably associated with the impact of SHORELINE COMMUNITY on DISTRICTS' students, schools, and facilities, including, without limitation, impact on student enrollment, traffic, and safety; and (4) creating and maintaining learning environments that provide academic rigor and foster 21st Century Learning Skills such as critical thinking and problem solving, collaboration and leadership, initiative and entrepreneurialism, and effective communication. Draw-downs from the Education Enhancement Reserve may be treated as grant to DISTRICTS.

ARTICLE IV—SUSPENSION OF PAYMENT AND AMENDMENT

4.1 Suspension of Payment: The Minimum Payment in Section 3.2(a) of this Agreement will be paid upon execution of this Agreement, with the Adjustment Payment and One-Time Additional Payment in Section 3.2(b)-(c) to be paid on or before December 31, 2023. The SHORELINE COMMUNITY's payments under this Agreement are expressly subordinate to the SHORELINE COMMUNITY's existing obligations that are secured by a pledge of tax increment.

SHORELINE COMMUNITY agrees to forgo issuance of any new bonds or Certificates of Participation during Fiscal Year 2023-24.

Payments made pursuant to this Agreement may be suspended in whole or in part in the event of a financial, environmental, natural, or other disaster that preempts SHORELINE COMMUNITY's ability to make the payments. This determination shall be made solely and exclusively by SHORELINE COMMUNITY.

4.2 Potential Claims for Revenues and Amendment: The payments set forth pursuant to this Agreement are exclusive and in lieu of any other potential claims for revenues from SHORELINE COMMUNITY for the term of this Agreement. In the event that the net benefit of the payments is diminished in whole or in part by the manner in which DISTRICTS are funded or are required to report these payments, this Agreement will need to be amended, if possible, before future payments are made. If the Parties cannot agree on an amendment, SHORELINE COMMUNITY reserves the right to discontinue payments until an acceptable amendment, if any, can be agreed upon by the Parties.

4.3 Documents and Assurances: The JPA Board, through its Chair, shall execute any and all documents as may be requested in writing by SHORELINE COMMUNITY to implement this Article, including, but not limited to, recognition and assurances that the payments pursuant to this Agreement are subordinate to other obligations of SHORELINE COMMUNITY.

4.4 In consideration of the payments provided by SHORELINE COMMUNITY to the Education Enhancement Reserve in this Agreement, the SHORELINE COMMUNITY's specific commitments set forth in Section 4.1 of this Agreement, and the stated intent of SHORELINE COMMUNITY and the DISTRICTS to enter into a longer-term agreement that meets the purposes

and obligations of the SHORELINE COMMUNITY and supports the DISTRICTS in fulfilling their critical role in providing education services to the future residents of the SHORELINE COMMUNITY, DISTRICTS covenant that DISTRICTS will not take any action or cause any action to be taken, including actions at law or administrative or legislative action to overturn, revoke, or change the financial structure of SHORELINE COMMUNITY provided in the Mountain View Shoreline Regional Park Community Act (“Shoreline Act”) for the duration of this Agreement. Furthermore, DISTRICTS understand and agree the payments described in Article III of this Agreement shall be modified as set forth herein if any of the following occur:

4.4.1. If subsequent events result in either DISTRICT receiving its full property tax allocation that would have been allocated by law to such DISTRICT in the absence of the existence of SHORELINE COMMUNITY, then each DISTRICT which received its full property tax allocation during a fiscal year shall not receive the payment described in Article III of this Agreement for that fiscal year; and/or

4.4.2. If a restructuring of SHORELINE COMMUNITY tax structure occurs, through legislative or legal changes, which results in the transfer to either DISTRICT of revenues historically received by SHORELINE COMMUNITY, the payment to each DISTRICT required under Article III of this Agreement will be reduced dollar-for-dollar equal to the amount of that transfer received by such DISTRICT during such fiscal year; and/or

4.4.3. If either DISTRICT files a legal challenge to the existence of SHORELINE COMMUNITY or the validity of any provision of the Shoreline Act or proposes legislation to overturn, revoke, or change the financing structure of SHORELINE COMMUNITY, or causes such action to be taken, in violation of the first paragraph of this Section 4.4, then the payment described under Article III of this Agreement to DISTRICT which filed the legal challenge, proposed the legislation, or caused such action to be taken, shall be suspended until such challenge or proposed legislation has been finally resolved.

4.5 Subject to Section 4.1 above and in the event that a third party files a legal challenge to the existence of SHORELINE COMMUNITY or the validity of any provision of the Shoreline Act or proposes legislation to overturn, revoke, or change the financing structure of SHORELINE COMMUNITY, the Parties hereto agree to meet and confer with each other to discuss the potential fiscal implications of such legal challenge or proposed legislation on SHORELINE COMMUNITY and SHORELINE COMMUNITY’s ability to carry out its obligations hereunder.

ARTICLE V—DURATION

5.1 Term and Termination: This Agreement shall become effective upon execution by all Parties and shall supersede any prior agreements. This Agreement shall continue in full force and effect until June 23, 2024, provided SHORELINE COMMUNITY remains in existence. This Agreement may be extended by written agreement of all Parties on the same or different terms negotiated by the Parties so long as the Parties continue to negotiate in good faith on a longer-

term agreement. By June 30, 2023, the JPA Board shall meet and discuss a process and timeline for developing and adopting a successor agreement.

ARTICLE VI—GENERAL PROVISIONS

6.1 Severability: It is hereby declared to be the intention of the signatories to this Agreement that the paragraphs, sentences, clauses, and phrases of this Agreement are severable and if any phrase, clause, sentence, paragraph, or article of this Agreement shall be declared unconstitutional or invalid for any reason by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs, clauses, phrases, sentences, and articles of this Agreement.

6.2 Notices: All notices required or given pursuant to this Agreement shall be deemed properly served when deposited, postage prepaid, in the United States Mail, addressed as follows:

To: SHORELINE COMMUNITY:

Shoreline Community Manager
Shoreline Regional Park Community
500 Castro Street
P.O.Box 7540
Mountain View, CA 94039-7540

To: MOUNTAIN VIEW LOS ALTOS UNION HIGH SCHOOL DISTRICT:

Superintendent
Mountain View Los Altos Union High School District
1299 Bryant Avenue
Mountain View, CA 94040

To: MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT:

Superintendent
Mountain View Whisman School District
750 San Pierre Way, Suite A
Mountain View, CA 94043

6.3 Nonreliance: SHORELINE COMMUNITY and DISTRICTS remain independent entities, and no covenant or representation contained herein shall be interpreted to require any action or forbearance by any party contrary to the independent will or action of said agency.

6.4 Amendment: This Agreement may be amended in writing and signed by all the Parties.

6.5 Entire Agreement: This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

6.6 Public Records: The Parties recognize and acknowledge that SHORELINE COMMUNITY is subject to the California Public Records Act, California Government Code Section 7920.000 and following. Public records are subject to disclosure.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

SHORELINE REGIONAL PARK COMMUNITY:

MOUNTAIN VIEW LOS ALTOS UNION HIGH SCHOOL DISTRICT:

By: _____
Manager

By: _____
Superintendent

APPROVED AS TO CONTENT:

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT:

Community Manager

By: _____
Superintendent

FINANCIAL APPROVAL:

Treasurer

APPROVED AS TO FORM:

Counsel

Attachment 1

Examples for the New Residential Property Tax Payment

The NR-PTP will be calculated as follows (all numbers are for illustrative purposes only and are not to be considered a projection):

Illustrative Example A Year 1—Calculation of New Residential Property Tax Revenues

Total Residential Tax Roll AV Year 1	\$138,600,000
Base Residential AV Year 0 (adjusted by CCPI)	(38,600,000)
Residential Development AV Year 1	\$100,000,000
Tax Increment Rate	1.0%
Residential Property Tax Revenues Year 1	\$1,000,000

Illustrative Example B Year 1—Calculation of NR-PTP

	<u>MVWSD</u>	<u>MVLAUHSD</u>
Increment Allocation Factor	23.76%	15.21%
NR-PTP (by the following December 31)	\$237,600	\$152,100

Illustrative Example A Year 2—Calculation of New Residential Property Tax Revenues

Total Residential Tax Roll AV Year 2	\$238,600,000
Base Residential AV Year 1 (adjusted by CCPI)	(39,372,000)
Residential Development AV Year 2	\$199,228,000
Tax Increment Rate	1.0%
Residential Property Tax Revenues Year 2	\$1,992,280

Illustrative Example B Year 2—Calculation of NR-PTP

	<u>MVWSD</u>	<u>MVLAUHSD</u>
Increment Allocation Factor	23.76%	15.21%
NR-PTP (by the following December 31)	\$473,366	\$303,026

Illustrative Example A Year 3—Calculation of New Residential Property Tax Revenues

Total Residential Tax Roll AV Year 3	\$300,000,000
Base Residential AV Year 2 (adjusted by CCPI)	(40,159,440)
Residential Development AV Year 3	\$259,840,560
Tax Increment Rate	1.0%
Residential Property Tax Revenues Year 3	\$2,598,406

Illustrative Example B Year 3—Calculation of NR-PTP

	<u>MVWSD</u>	<u>MVLAUHSD</u>
Increment Allocation Factor	23.76%	15.21%
NR-PTP (by following the December 31)	\$617,381	\$395,217

Illustrative Example A Year 4—Calculation of New Residential Property Tax Revenues

Total Residential Tax Roll AV Year 4	\$400,000,000
Base Residential AV Year 3 (adjusted by CCPI)	(39,757,846)
Residential Development AV Year 4	\$360,242,154
Tax Increment Rate	1.0%
Residential Property Tax Revenues Year 4	\$3,602,422

Illustrative Example B Year 4—Calculation of NR-PTP

	<u>MVWSD</u>	<u>MVLAUHSD</u>
Increment Allocation Factor	23.76%	15.21%
NR-PTP (by the following December 31)	\$855,935	\$547,928

Illustrative Example A Year 5—Calculation of New Residential Property Tax Revenues

Total Residential Tax Roll AV Year 5	\$500,000,000
Base Residential AV Year 4 (adjusted by CCPI)	(40,155,424)
Residential Development AV Year 5	\$459,844,576
Tax Increment Rate	1.0%
Residential Property Tax Revenues Year 5	\$4,598,446

Illustrative Example B Year 5—Calculation of NR-PTP

	<u>MVWSD</u>	<u>MVLAUHSD</u>
Increment Allocation Factor	23.76%	15.21%
NR-PTP (by the following December 31)	\$1,092,591	\$699,424

Illustrative Example C—Calculation of Base Residential AV (Following Year 1)

Base Residential Tax Roll AV Year 0	\$38,600,000
Base Residential AV Year 1 (assume 2.0% CCPI)	\$39,372,000
Base Residential AV Year 2 (assume 2.0% CCPI)	\$40,159,440
Base Residential AV Year 3 (assume negative 1.0% CCPI)	\$39,757,846
Base Residential AV Year 4 (assume 1.0% CCPI)	\$40,155,424

Adjustment to the Percentage Change in Property Tax Revenues for the Calculation of the PTP

Beginning in the first year a NR-PTP is made, and every year thereafter, the property tax revenues calculated in Section 3.2 of the Education Enhancement Reserve Joint Powers Agreement shall be reduced by the New Residential Property Tax Revenues calculated in Section 3.3 of the Education Enhancement Reserve Joint Powers Agreement in order to prevent a double-counting of the property tax revenues that is the result of New Residential Development. The PTP shall be calculated annually by multiplying the prior fiscal year PTP by the adjusted percentage growth in property tax revenues as shown below, and subject to the provisions in Section 3.2 of the Education Enhancement Reserve Joint Powers Agreement.

An example of the calculations to adjust the percentage change in property tax revenues and calculate the total payments under Section 3.3 of the Education Enhancement Reserve Joint Powers Agreement is as follows (numbers are used for illustrative purposes only and are not to be considered a projection):

Illustrative Example D Year 1—Calculation of Adjusted % Change in Property Tax Revenues

Property Tax Revenues Received Year 0	\$45,000,000
Property Tax Revenues Received Year 1	\$50,000,000
Less New Residential Property Tax Revenues Year 1	(\$1,000,000)
Net Property Tax Revenues Year 1	\$49,000,000
Adjusted Percentage Change from Year 0 to Year 1	8.9%

Illustrative Example E Year 1—Calculation of Total Payments under Section 3.3

	<u>MVWSD</u>	<u>MVLAUHSD</u>
PTP Year 0	\$4,000,000	\$2,600,000
Adjusted Percentage Change (see Ex D Year 1)	8.9%	8.9%
PTP Year 1	\$4,356,000	\$2,831,400
NR-PTP Year 1 (see Example B)	237,600	152,100
Total Payments under Section 3.3 Year 1	\$4,593,600	\$2,983,500

Illustrative Example D Year 2—Calculation of Adjusted % Change in Property Tax Revenues

Property Tax Revenues Received Year 1	\$50,000,000
Property Tax Revenue Received Year 2	\$55,000,000
Less New Residential Property Tax Revenues Year 2	(\$1,992,280)
Net Property Tax Revenues Year 2	\$53,007,720
Adjusted Percentage Change from Year 1 to Year 2	6.0%

Illustrative Example E Year 2—Calculation of Total Payments under Section 3.3

	<u>MVWSD</u>	<u>MVLAUHSD</u>
PTP Year 1	\$4,356,000	\$2,831,400
Adjusted Percentage Change (see Ex D Year 2)	6.0%	6.0%
PTP Year 2	\$4,617,360	\$3,001,284
NR-PTP Year 2 (see Example B)	473,366	303,026
Total Payments under Section 3.3 Year 2	\$5,090,726	\$3,304,310

Illustrative Example D Year 3—Calculation of Adjusted % Change in Property Tax Revenues

Property Tax Revenues Received Year 2	\$55,000,000
Property Tax Revenue Received Year 3	\$54,000,000
Less New Residential Property Tax Revenues Year 3	(\$2,598,406)
Net Property Tax Revenues Year 3	\$51,401,594
Adjusted Percentage Change from Year 2 to Year 3	(6.5%)

Illustrative Example E Year 3—Calculation of Total Payments under Section 3.3

	<u>MVWSD</u>	<u>MVLAUHSD</u>
PTP Year 2	\$4,617,360	\$3,001,284
Adjusted Percentage Change (see Ex D Year 3)	(6.5%)	(6.5%)
PTP Year 3	\$4,317,232	\$2,806,201
NR-PTP Year 4 (see Example B)	617,381	395,217
Total Payments under Section 3.3 Year 3	\$4,934,613	\$3,201,418

Illustrative Example D Year 4—Calculation of Adjusted % Change in Property Tax Revenues

Property Tax Revenues Received Year 3	\$54,000,000
Property Tax Revenue Received Year 4	\$58,000,000
Less New Residential Property Tax Revenues Year 4	(\$3,602,422)
Net Property Tax Revenues Year 4	\$54,397,578
Adjusted Percentage Change from Year 3 to Year 4	0.7%

Illustrative Example E Year 4—Calculation of Total Payments under Section 3.3

	<u>MVWSD</u>	<u>MVLAUHSD</u>
PTP Year 3	\$4,317,232	\$2,806,201
Adjusted Percentage Change (see Ex D Year 4)	0.7%	0.7%
PTP Year 4	\$4,347,453	\$2,825,844
NR-PTP Year 4 (see Example B)	855,935	547,928
Total Payments under Section 3.3 Year 4	\$5,203,388	\$3,373,772

Illustrative Example D Year 5—Calculation of Adjusted % Change in Property Tax Revenues

Property Tax Revenues Received Year 4	\$58,000,000
Property Tax Revenue Received Year 5	\$64,000,000
Less New Residential Property Tax Revenues Year 5	(\$4,598,446)
Net Property Tax Revenues Year 5	\$59,401,554
Adjusted Percentage Change from Year 4 to Year 5	2.4%

Illustrative Example E Year 5—Calculation of Total Payments under Section 3.3

	<u>MVWSD</u>	<u>MVLAUHSD</u>
PTP Year 4	\$4,347,453	\$2,825,844
Adjusted Percentage Change (see Ex D Year 5)	2.4%	2.4%
PTP Year 5	\$4,451,792	\$2,893,664
NR-PTP Year 5 (see Example B)	1,092,591	699,424
Total Payments under Section 3.3 Year 5	\$5,544,383	\$3,593,088

MEMORANDUM

DATE: November 29, 2022

TO: Education Enhancement Reserve Joint Powers Authority Board

FROM: Audrey Seymour Ramberg, Assistant City Manager/
Chief Operations Officer, City of Mountain View

VIA: Kimbra McCarthy, City Manager

SUBJECT: **Status of Education Enhancement Reserve Joint Powers Authority Agreement Negotiations**

The Education Enhancement Reserve Joint Powers Agreement was entered into by the Shoreline Regional Park Community (SRPC), a separate legal entity from the City, and Mountain View Whisman School District (MVWSD), and Mountain View-Los Altos Union High School District (MVLA) in January 2006, establishing the Education Enhancement Reserve Joint Powers Authority (EER JPA). The three entities entered into a new agreement continuing the EER JPA in June 2013. The purpose of the EER JPA is to provide annual payments to the School Districts from the SRPC to benefit local education with the goal of attracting and retaining a quality employment base and investing in the education and training of potential future employees to meet the needs of employers in the SRPC area.

The current EER JPA agreement, which expires on June 30, 2023, stipulates that by June 30, 2019, the EER JPA Board (Board) shall address the planned termination of this agreement and whether, and on what terms, payment shall be extended in its current form or a different form. At the June 5, 2019 Board meeting, the Board voted to delegate a staff member from each agency to begin the process of creating a draft successor agreement with an initial goal of information-sharing.

Staff has met approximately quarterly beginning in mid-2019, and with increasing frequency in the first half of 2022, to focus on sharing each agency's interests and developing a proposed successor agreement to continue the EER JPA. This memorandum summarizes the current status of these negotiations and a suggested collaborative strategy for moving forward.

INTERESTS

The City has communicated its openness to increased property tax payments from the SRPC to the School Districts provided that the payments would not adversely impact the purpose and

obligations of the SRPC, which include the operation of the Shoreline at Mountain View regional park, maintenance of the closed regional landfill, sea level rise protections, and transportation improvements. To that end, the City proposed a temporary extension (12 to 18 months) of the current EER JPA agreement. This extension would continue payments to the School Districts while allowing the City time to complete a revenue forecast for the Shoreline Regional Park Community. The forecast will be based on the forthcoming Google North Bayshore Master Plan and related development agreements. The Master Plan, along with other developments, will help to accomplish the goal of housing creation set forth in the documents establishing the SRPC. The revenue forecast will allow the City and School Districts to develop a successor agreement that leverages projected increases in SRPC revenues to fund public improvements to fulfill the purpose and obligations of the SRPC, provide property tax payments to the Districts, and explore opportunities to support expanded school capacity to address the impacts of development in the Shoreline Community.

The School Districts have expressed concern about the impact of housing growth on future school enrollment and the limited options for funding the high cost of land and construction for new schools. The School Districts have communicated an interest in increased property tax payments from the SRPC and have referenced the tax rate allocations that would apply if the SRPC had not been created. The School Districts have expressed varying degrees of openness to an extension of the current agreement in order to continue negotiation, with several possible extension periods noted over the course of the discussions, including zero, six, 12, and 18 months.

COLLABORATIVE STRATEGY

Both the City and the School Districts recognize the importance of high-quality schools and education for the Mountain View community. While schools were not contemplated in the development of the Shoreline Area Plan, which dictates acceptable uses of SRPC funds, the EER JPA agreement outlined a purpose for payments from the SRPC to the School Districts that aligned with the goals of the plan. To enable an expanded use of payments for school facilities, it will be necessary for the City to update the Shoreline Area Plan.

An updated Shoreline Area Plan may contemplate a phased transition from the development phase of the SRPC focused on housing creation and the infrastructure needs of the area, to a maintenance and operations phase in which the SRPC's obligations are more narrowly scoped to continue to support a defined set of regional purposes with the rest of the revenue paid out to the taxing entities. This approach would address specific concerns about the impacts of new development and support increased school capacity, while also supporting long-term growth in the region that would result in higher assessed value, increased property taxes, and a significant, sustainable revenue stream for all taxing entities.

The City recognizes that there may be divergent perspectives on the timing and degree to which a phased transition should occur. Accordingly, the City believes that an extension of the current EER JPA is necessary to provide time for all parties to come to a mutually amenable agreement.

NEXT STEPS

The City seeks EER JPA Board discussion and comments on the status of negotiations and next steps. City staff and staff from the School Districts will continue to meet and work toward developing a successor agreement based on feedback from the Board's discussion. City staff will commence work on an update to the Shoreline Area Plan pending direction from the City Council and seek input from the School Districts throughout the process.

ASR/LJ/4/MGR
602-11-29-22M



CITY OF MOUNTAIN VIEW

Office of the Mayor and City Council • 500 Castro Street • Post Office Box 7540 • Mountain View, California 94039-7540
650-903-6305 • FAX 650-903-6039

April 28, 2023

Board of Trustees
Mountain View Los Altos Union High School District
1299 Bryant Avenue
Mountain View CA 94040

Board of Trustees
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043

Dear Trustees:

On behalf of my colleagues on the Shoreline Regional Park Community (Shoreline Community) Board of Directors, I am writing to cordially invite you to participate in special, facilitated convenings of our three agencies. The purpose of these unprecedented convenings is to come together as fellow community leaders to strengthen the collaborative foundation for the staff process currently under way to negotiate a long-term successor Educational Enhancement Reserve Joint Powers Agreement (EER Agreement).

Two types of convenings are proposed: (1) a Joint-Agency Kickoff Meeting with the full membership of the Shoreline Community Board and the Mountain View Whisman School District (MVWSD) and Mountain View Los Altos Union High School District (MVLAUHSD) Boards of Trustees; and (2) an Ad Hoc Committee comprised of representatives of each of the agencies, with the number of representatives from each agency equal to one less than a quorum of that agency.

The purpose of the Joint-Agency Kickoff Meeting is to build relationships and begin to share information among the elected officials of the three agencies.

The purpose of the Ad Hoc Committee is to convene representatives of the leadership of the MVWSD, MVLAUHSD, and Shoreline Community to:

- Continue to enhance working relationships between the Districts and the Shoreline Community;
- Continue to share information and data relevant to the EER Agreement negotiations;
- Identify shared and individual agency interests; and
- Agree upon guidelines to staff regarding the process for staff-level negotiation of the long-term successor EER Agreement.

Taken together, these meetings will allow each agency to share accurate information and develop a common knowledge base; create an opportunity for direct discussion and a free flow of questions and responses; enable the identification of shared and separate interests; and foster a constructive discussion of the needs of the Mountain View community and the responsibilities and tradeoffs addressed by the agencies.

The agencies will be supported in accomplishing these objectives by the services of a neutral facilitator. This person will attend and facilitate the Joint-Agency Kickoff Meeting and meetings of the Ad Hoc Committee and will:

- Assist with the establishment and enforcement of working agreements/ground rules;
- Support an environment conducive to the development of effective working relationships among Ad Hoc Committee members;
- Foster constructive discussion of the tradeoffs and implications for the Mountain View community;
- Identify and address potential barriers to transparent and productive discussions during and between committee meetings; and
- Maintain the trust and respect of the committee members and agency staff.

As the convener of this process, the Shoreline Community will be responsible for staff support and coordination tasks, including meeting scheduling, identifying a location, noticing, preparing minutes, and providing other logistical support. Michaels at Shoreline Restaurant has been identified as the location of the Joint-Agency Kickoff Meeting. The location for the Ad Hoc Committee meetings is to be determined. Staff is currently working on finding a facilitator.

In light of the time needed to find a mutually agreed-upon facilitator, end of school year commitments in May and June, and the School Board and City Council summer recess, it is expected that the Joint-Agency Kickoff Meeting will be convened in late August or early September. Following that, it is expected that up to three meetings of the Ad Hoc Committee would be held by the end of 2023. Staff-level negotiations would continue in parallel and subsequent to these special convenings.

In the meantime, there are a few steps we can take to keep forward momentum. First, I invite you to let the Shoreline Community know what information you feel is needed to help us better understand each other's interests related to the EER Agreement. This can include both the information you want to provide and what you want to request. Our staff can then work together to gather this information and prepare it for the upcoming convenings. I understand MVWSD is interested in a data repository, which Shoreline Community staff is happy to help establish. In addition, we would like to host you on a tour of the Shoreline Community to provide an opportunity to see and discuss key elements of the Community, including the site for a future elementary school; the South Bay Salt Pond Restoration project; the management systems of the closed landfill; habitat for the protected burrowing owl and other species; and the safe-parking lot.

I would also ask that you identify which two members of each of your Board of Trustees are appointed to serve on the Ad Hoc Committee. (The representatives of the Shoreline Community Board will be myself as President of the Shoreline Community Board, Vice President Showalter, and Board member Ramirez.)

As another constructive step, I am hopeful that we will all support current staff efforts to arrive at a short-term successor EER Agreement for the consideration of the EER JPA Board and the approval by each of our elected bodies.

Board of Trustees – Invitation

April 28, 2023

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Please feel free to reach out to me if you have any questions or comments. I thank you for your continued community leadership and look forward to meeting with you.

Regards,

A handwritten signature in black ink that reads "Alison Hicks". The signature is written in a cursive, flowing style.

Alison Hicks

President

Shoreline Regional Park Community Board of Directors

AH/HM/1/MGR

001-04-27-23L

cc: Dr. Nellie Meyer, Superintendent – Mountain View Los Altos Union High School District

Mike Mathiesen, Associate Superintendent of Business Services – Mountain View Los Altos Union High School District

Dr. Ayindé Rudolph, Superintendent – Mountain View Whisman School District

Rebecca Westover, Chief Business Officer – Mountain View Whisman School District

Shoreline Regional Park Community Board of Directors

CM, ACM – Ramberg