

## Council Questions


### September 12, 2023 - City Council Meeting

#### ITEM 3.1 Potential Revenue Ballot Measure for 2024

1. Why is increasing the city's electrical grid capacity a city cost? Why is it not PG&E's cost?

The City has been exploring new models of partnership with PG&E for how to ensure the grid capacity keeps pace with the City's ambitious goals for electrification. Historically, grid capacity has been the responsibility of PG&E. The funding provided by this revenue measure would be used to accelerate electrical grid enhancements in Mountain View. These costs would be reimbursed at a future date.

2. By what percent did the modernization of the UUT pass in 2010?

Yes: 14,993 (70.11%) 

No: 6,393 (29.89%)

**Measure T:** Without increasing the tax rate residents and businesses currently pay, shall the City of Mountain View adopt an ordinance to update its Utility Users Tax, that would ensure equal treatment of taxpayers regardless of telecommunications technology used and provide funds to preserve essential services including: fire protection; rapid emergency response and crime prevention; library hours and services; gang prevention programs; and maintenance of city parks, playgrounds and athletic fields; with independent audits and all revenue staying in Mountain View?<sup>1</sup>

3. Does the city have the technical capability to have different UUTs by type of utility? For example, could the tax for natural gas use be raised while the others remain the same?

Currently the City has accounting records split out between telecom and energy UUT revenue. Staff is researching the process of recording more granular data, so gas and electric can be broken out into different categories. Staff believes it is possible to charge different UUT rates by type, as the City of Gilroy has a 4.5% rate for telephony and a 5% rate for electric and gas. The UUT rate for natural gas could be increased and/or the rate for electricity be lowered to incentivize electrification.

4. What is the result of staff looking into whether TOT should be paid to the city of Mountain View by Google's Bay View Suites at Moffett Field?

The information available at this time makes it difficult to determine whether any taxable activity occurs at the Bay View Suites. This site is primarily under the control of the federal government and staff need to investigate and analyze whether (1) the City has legal authority to tax the Bay View Suites, (2) what room rents, if any, are imposed on guests in order to stay at the Bay View Suites, and (3) whether guests of the Bay View Suites are exempt from taxation under Chapter 33 of the City Code as the hotel is not open to the general public.

5. Did staff look at doing a parcel tax? Why or why not?

Staff is recommending pursuing a general tax measure due to the higher probability of success, so a parcel tax was not considered. However, if Council is interested in polling for a parcel tax, staff will work with the pollster to survey that.

6. How many hotels are in the development pipeline? If all hotels in development are constructed, approximately how much will the “single increment” for the TOT increase?

There are currently four hotel projects in the pipeline. If all for developments are completed at current proposed room levels it would add 987 new rooms.

- **500 and 550 Ellis Street** - Planned Community Permit and Development Review Permit to construct a 6-story hotel with 201 rooms. Tentatively scheduled for EPC on 10/4 and Council on 11/7.
- **2300 West El Camino Real** - On September 14, 2022, the Zoning Administrator approved a two-year Permit Extension for a Provisional Use Permit to allow a hotel use and a parking reduction; a Planned Community Permit and Development Review Permit to allow a new 4-story, 153-room hotel with an expanded one-level underground parking garage, replacing an existing 71-room hotel.
- **Hope Street Lots** - Development Review Permit and Planned Community Permit to construct a 120,601 square foot, five-story, 179 room, hotel building with three levels of subterranean parking. Planning entitlements expire on November 27, 2023.
- **North Bayshore Master Plan** - Includes up to two hotel buildings with up to 525 hotel rooms at the north and south ends of the Plan area along Shoreline Boulevard. Hotel at the North end of Shoreline Boulevard is proposed as part of Phase 1 development and second hotel at the South end is proposed in Phase 6 of the project. The overall master plan project timeline is 30 years.
- To provide context the addition of 987 rooms would be an approximate 55% increase in rooms given current total hotel rooms of approximately 1800. If we assumed an occupancy rate of 50% and a per night rate of \$250, a 15% TOT on the additional 987 rooms would generate approximately \$6.8 million in additional revenue.

7. How, or would, the proposed Robert Green hotel in downtown be impacted or affected by a TOT increase?

Staff does not believe the Robert Green (RGC) hotel development would be impacted by a TOT increase. Per the Hotel Ground Lease, RGC is entitled to a TOT rebate in an amount up to approximately \$7.8 million, over the first 10 years of operations. This amount could be less, depending on the amount of parking funds and development funds the City is able to contribute to the project (the more parking funds and development funds contributed, the less TOT rebate provided).

8. Approximately what percentage of TOT is generated by short-term rentals (Airbnb, etc.)? How effective has City enforcement been in ensuring that all of this revenue is captured?

Short-term rental TOT revenue as a % of total TOT revenue is: FY 2022-23: 5.5%, FY 2021-22: 11.1%, FY 2020-21: 13.1%. However, total short-term rental revenue has been increasing; FY 2022-23: \$525k, FY 2021-22: \$495k, and FY 2020-21: \$252k. The City has contracted with Host Compliance, a vendor specializing in short-term rental compliance, to monitor vacation rental websites and handle the registration of short-term rentals in MV (not on Airbnb). Airbnb remits TOT directly to the City and comprises over 98% of the short-term rental TOT amount.

9. If the “Google hotel” adjacent to the Bay View campus is subject to the City’s TOT, approximately how much would it likely contribute?

Please see the answer provided in question #4.

10. With a tiered incremental system like San Jose’s, what would Property Transfer Tax revenue have been historically in Mountain View? For example, what would the revenue have been in 2018, with the \$1 billion office acquisition by Google?

Here is a comparison between MV’s actual results and estimated results if the City had a tiered system for FY 2017-18 through FY 2021-22. It should be noted that this is a very high-level estimate:

	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
<b>MV – actual</b>	\$7.5M	\$10.4M	\$6.5M	\$8.7M	\$10.2M
<b>Tiered System (like SJ)</b>	\$17.5M	\$37.7M	\$20.0M	\$24.0M	\$28.0M

11. Can staff provide rough estimates for revenue generated by a flat gross receipts tax?

In consultation with the City’s revenue consultant, depending on the number of business classifications adopted and the tax structure, a gross receipts tax could yield approximately \$10 million in annual revenue. It should be noted that this is a very high-level estimate. However, gross receipts do broaden the base into a true business tax, that is taxing the business volume versus the current employee methodology.

12. East Palo Alto has a Commercial Office Space Parcel Tax (2018 Measure HH). How much, approximately, would a tax like this generate in Mountain View?

Staff is working on an answer, pending further data and analysis.

13. Are we getting enough TOT from AirBnB? How are we enforcing that ordinance. If we increased enforcement, how much more revenue could we generate?

Airbnb remits TOT directly to the City and comprises over 98% of the short-term rental TOT amount. Past remittances from Airbnb: FY 2022-23: \$522k, FY 2021-22: \$486k, and FY 2020-21: \$250k. FASD has the ability to engage an outside audit firm to audit TOT revenues and may consider this in the future, as needed.

14. How could UUT be used to incentivize electrification?

Please see the answer to question #3.

## **ITEM 4.2 Employer Health Contribution for Safety Employees and Retired Annuitants Under the Public Employees' Medical and Hospital Care Act**

1. What does Party Rate mean?

Party rate is the terminology CalPERS uses on their rate sheets to indicate different rates depending on the parties covered on a medical plan (single, two-party, or family) and the type of plan that applies for each person in the party (pre-Medicare which CalPERS calls "Basic," Medicare, or a combination plan in which some parties enrolled have Medicare and others do not). The number of parties enrolled and the type of coverage that applies for each party impacts the rate and CalPERS uses numbers (1-12) to label each type of rate, which they call the Party Rate.

2. Doesn't the city typically include the title of the person authorized to do something, rather than include their given name?

CalPERS provides a resolution template that allows for the agency to list either the title or the person who is authorized to file with the board. Sue Rush is the designated CalPERS Health Benefit Officer for City of Mountain View and has been named as the authorized person on all CalPERS PEMHCA resolutions to update employer contributions to date.

## **ITEM 4.3 Americans with Disabilities Act Self-Evaluation and Transition Plan Professional Services Agreement and Appropriation**

1. Does this include access to City technology, like Ask Mountain View? If not, can the scope be expanded to include Ask Mountain View and similar portals?

The project scope of services does not include the City's website or technology portals. AskMV and Legistar already incorporate ADA-compliant features and/or links to ADA-compliant documents such as forms or meeting agendas. Additionally, staff uses the SiteImprove platform screening tool to monitor and enhance implementation of the Web Content Accessibility Guidelines on the City's website.

## **ITEM 4.4 570 South Rengstorff Avenue, Tract No. 10584-Final Map**

1. Why isn't compliance with the Tenant Relocation Assistance Ordinance a requirement? How is full compliance (that is, payment of both installments to all eligible households) enforced?

The developer has complied with the TRAO requirements. A total of 40 households qualified for assistance and received all (both) assistance payments, including enhanced payments. Of the 40 households, one household qualified for TRAO under the enhanced eligibility criteria (39 original households + 1 additional household = 40 total households).

In general, compliance for projects with tenant relocation requirements is enforced through a developer agreement with the City. The developer coordinates with the City and the City's relocation consultant to meet their obligations, and this was how the developer for 570 South Rengstorff met its requirements.

#### **ITEM 4.8 Charleston Pump Station Realignment, Project 20-44-Professional Services Agreement**

1. On page 3 of the staff report it says, “To be compliant with the permit’s new requirements for stormwater treatment and regional Green Stormwater Infrastructure, this project will identify options and include design plans to retrofit the Charleston Retention Basin to provide additional stormwater management benefits.” Does this mean that the retrofit will be done at a later date? If so, what is the target date for the retrofit?

A timeline for the retrofit will depend on the options that are identified and analyzed for feasibility in terms of regulatory permitting, potential mitigation requirements, and costs. There is the possibility that it will be determined through the analysis that there are no options considered feasible or desirable to pursue. If a feasible option is identified, this project will include developing the design plans and determine the timeline for construction.

#### **ITEM 4.9 Lower Stevens Creek Levee Improvements, Project 18-52-Professional Services Agreement**

1. What is the target date for construction of this project?

Depending on the ability to obtain permits and with sufficient budget, the project is tentatively scheduled to start construction in summer 2025 and take approximately one year to complete.

#### **ITEM 4.12 Well Abandonments 10, 17, and 20, Project 19-39, and South Whisman Park (Pyramid Park), Project 21-45-Construction Acceptance**

1. Concern has been expressed about the ground cover at the dog park at Pyramid Park. What has been done to address this?

The original ground cover at the dog park area was larger sized wood chips. In response to the concerns, the original ground cover has been removed and replaced with smaller sized fibar wood mulch. The replacement mulch is the same type of ground cover used at the fenced dog run at Rengstorff Park.

#### **ITEM 4.14 Fiscal Year 2022-23 Annual Compliance Report for In-Lieu Parking Fees**

1. How many public spaces are currently in Lot 4? Lot 8? How many net new public parking spaces will there be in these two locations after completion of the Hope Street Development Project?

There are 88 public parking spaces at Lot 4 and 61 spaces at Lot 8. There will be 75 net new public parking spaces after the completion of the Hope Street project.

2. How many public spaces are currently in Lot 5? Lot 12? How many of these will be replaced in the parking structure planned for Lot 5?

There are 94 public parking spaces at Lot 5 and 160 spaces at Lot 12. Based on an initial rough analysis, a new parking structure on Lot 5 could accommodate a total of approximately 400 parking spaces. This would result in around 146 net new public parking spaces after completion of the parking structure.

3. How many spaces will be removed in other locations downtown? (e.g., 100-300 blocks of Castro for the pedestrian mall, Evelyn West of Castro for the transit center and realignment of Evelyn, private developments, etc.)?

The Castro Grade Separation Project will eliminate a total of 60 marked parking spaces on Evelyn Avenue west of Castro Street, consisting of 16 spaces between Castro Street and Wild Cherry Lane and 44 spaces between Franklin Street and Shoreline Boulevard.

The 100 – 300 blocks of Castro Street had 65 on-street parking spaces without any Sidewalk Café parking space use. Prior to closing the street, approximately half of these parking spaces were being used or allowed for Sidewalk Cafés, resulting in a net loss of 33 parking spaces due to the Pedestrian Mall.

At this time, staff was not able to identify any approved private development projects that would remove or add street parking; however, the 590 Castro Street mixed-use project will include public access at the top floor of the parking garage (approximately 61 parking spaces) during nonoffice business hours (6:00 p.m. to 11:00 p.m.) and on weekends and Federal holidays (7:00 a.m. to 11:00 p.m.).

4. Why does it take 4 years to construct a parking garage?

The four years includes design which will be started after the preliminary study with a concept plan is approved by Council. Staff will begin the Lot 5 parking structure preliminary study and preliminary design this fiscal year, which will take 9 months to 1 year to complete. This will be followed by final design which will take 18-24 months and construction which will take 24 to 30 months.

#### **ITEM 4.15 Application to the Community Resilience Centers Implementation Grant Program to Establish the Senior Center as a Resilience Center**

1. What happens if the city is awarded \$10 million but can only execute and spend a portion on the projects? Does the city need to return any funding already spent?

To clarify, the \$10 million mentioned in the council report refers to the maximum implementation grant award established by State of California Strategic Growth Council (SGC). Staff is still in the process of determining our total grant ask, which will be based on the total project cost as estimated by third-party consultants/vendors.

The Community Resilience Center (CRC) grant guidelines and FAQs do not specify that funding that has already been spent would have to be returned if the project is not completed entirely. Staff will reach out to SGC to clarify this item. The guidelines do however make it clear that SGC will work closely with grantees on developing the grant agreement and reporting and evaluating on project progress. If grant funds are awarded, the City and SGC would go through a 3–6-month post-award consultation process to determine and finalize the terms and conditions prior to grant execution. The final grant agreement will be brought to Council for execution.

2. Are there any conditions to the grants that are not included in the staff report?

As noted in response to the previous question, the City and SGC will go through a 3–6-month post-award consultation process to determine and finalize terms and conditions of the grant agreement prior to grant execution. The CRC program outlines several requirements related to use of the CRC facility and prevailing wage payments. By conclusion of the grant award term, each CRC Project must provide a number of required functions and features at the CRC facility or a nearby site:

- Community resilience services and programs offered year-round to community members
- Activation 7 days per week for heat waves and other climate emergencies that do not require overnight sheltering
- Activation for overnight-sheltering 24/7 during larger-scale climate emergencies
- Provision of the following functions: space and supplies needed for people to sleep, a location for pet sheltering, food distribution, showers, refrigeration for medicines, laundry, and portable restrooms in the event of water disruptions
- Inclusion of the following features: ADA-compliant facilities, gender neutral restrooms, HVAC system, air filtration (MERV 13 minimum), broadband access, back-up power generation and/or battery storage, device charging capabilities, and drinking water stored on-site.

The City is already able to meet all these conditions, except for the air filtration, which staff is proposing upgrading with CRC funding. The CRC facility also must remain dedicated for use as a Community Resilience Center for a minimum of 15 years after the five-year grant performance period. If awarded, the City will be required to produce either a recorded deed restriction or a Memorandum of Unrecorded Grant Agreement by the end of the grant term – a common grant requirement that the City has previously produced in order to receive other sources of funding.

Grantees must offer Community Resilience Services and Programs until the completion of the CRC grant term (4 years).

CRC-funded Projects may be subject to State Prevailing Wage Requirements, pursuant to Section 1700 of the California Labor Code. The California Labor Code requires payment of local prevailing wages to workers and laborers on state government contracts in excess of \$1,000 for public works projects.

3. What, if any, impact will this have on other projects, especially CIPs, if the city is awarded the grant?

If the grant is awarded, these projects would need to be approved as Capital Improvement Program (CIP) projects. The grant is reimbursement-based where the City would need to allocate funding for the project and SGC would reimburse the City on a bimonthly basis. The grant allows up to four years to complete the projects after the grant is executed. This is sufficient time to deliver the Senior Center improvements, including the EV chargers, without impacting the delivery of other CIP projects in the adopted five-year CIP. The California Complete Streets Pilot Project is already a CIP project and any funding that the grant may provide could augment the funding for this project if the grant funding is available before the project completes construction.



#### **ITEM 4.16 Youth Advisory Committee Member Appointment**

1. Does City Staff typically interview and recommend appointments to the YAC? Is the Youth Services Committee typically involved in appointments?

Youth Advisory Committee applicants and make a recommendation to the Council Youth Services (CYSC) for both members and members-at-large in the spring. The CYSC then reviews the recommendation and forwards it to the City Council for consideration in June every year. The member-at-large recommended for the member position was previously approved by the CYSC and Council for the member-at-large position.

2. The webpage on the city's website for the YSC shows Sally Lieber as a member. Has a new member been appointed? If so, who is it, and can the webpage be updated?

Yes, Councilmember Ramos was appointed to the CYSC. Staff are in the process of updating the webpage to reflect this edit.

#### **ITEM 6.1 Gatekeeper Process Updates**

1. What greater discretion does the city have for final approval or denial of a project that required Gatekeeper authorization?

The City has full discretion to approve or deny a project that includes a legislative amendment to the General Plan, Zoning Map/Ordinance, or a Precise Plan. Council's level of discretion does not change between a Gatekeeper project that went to a Council Authorization Hearing and a Gatekeeper project that was exempt from a Council Authorization Hearing.

2. How many split-zoned parcels that are less than 2 acres are there in the city?

There are 40 parcels that are split-zoned and under 2 acres in size within the City. Of the 40 parcels, 26 parcels are private property, and 14 parcels are owned by public agencies – City or Federal governments.

3. What is meant by project delivery system?

Staff's intent with that description is referring to the method of how the project may be delivered. For example, an innovative project may be delivered by including:

- A partnership with multiple housing developers (nonprofit affordable and for-profit developers);
- a land swap between multiple property owners to allow for better site design and inclusion of open space or other amenities; or
- delivering a portion of the project (like open space or affordable housing) earlier than the rest of the development project.



4. Do the current exemptions limit rezoning to just residential if the current zoning is something other than residential (excluding split-zoned parcels)?

Two of the three existing exemptions limit rezoning to residential only (Exemptions 2 and 3 as listed on page 7 of the Council Memo). The exemption regarding split-zoned sites (Exemption 1) could be for a residential or nonresidential project, depending on the sites existing split-zoning and the rezoning request.

5. Is staff suggesting a Precise Plan could be done at the bottom of page 8?

No, staff is not suggesting a new Precise Plan would be prepared. The sentence in the middle of the last paragraph, referring to residential-to-residential rezonings from one residential zoning district to another or a Precise Plan that allows for residential use, is referring to a scenario where a project could include a rezoning to join an adjacent existing Precise Plan zoning designation that allows for residential use. An example of this was the 601-649 Escuela Avenue and 1873 Latham Street Gatekeeper exempt project that was a split-zoned site that rezoned one of the parcels to the P-38 (El Camino Real) Precise Plan to match the remainder of the project site in order to accommodate a new residential mixed-use project (approved by Council on [February 8, 2022](#)).

6. Do we have any Precise Plans for a single area that is less than 2 acres?

No, the City does not have a Precise Plan that includes a single area that is less than 2 acres in size.

7. To be clear, the proposed 25% residential density increase, as well as the state density bonus, are both calculated from the current base? They are not applied serially, correct? Would like a better understanding of the implications of density bonus law on what we put in our Gatekeeper process.

The Gatekeeper exemption category that staff outlined for allowing a 25% residential density increase is proposed to be based on the existing current base density of the project site or adjacent site, whichever is greater. If the applicant also proposed a State Density Bonus in combination with the rezoning, the associated residential development would apply the density bonus to the new base density proposed with the rezoning (so it would be applied serially).

Generally, Density Bonus Law applies to any residential development with the qualifying number of residential units and inclusion of a certain number of affordable units at prescribed affordability levels. If a legislative amendment amends the base residential density of a site, State law would allow a Density Bonus calculated on the new base density.

8. Where are the Gatekeeper Amendment Authorization Criteria? If they are not adopted in the Zoning Code, can they be found in a Council Policy? Are they adopted by Resolution, and if so, can that resolution be provided to the Council?

The Gatekeeper Amendment Authorization Criteria were not adopted as a Council policy or by resolution. They are adopted by reference in the Zoning Code in Sections [36.52.15.f.1\(e\)](#) and [36.52.55.g.1.\(e\)](#).

Currently, City staff has posted the Amendment Authorization Criteria on the Gatekeeper webpage on the City's website: <https://www.mountainview.gov/our-city/departments/community-development/planning/regulations/gatekeeper>.

As part of this Gatekeeper Update Process, City staff is planning to return to Council in Q1 2024 with a draft Council policy to memorialize the Amendment Authorization Criteria and any other necessary guidance for Gatekeeper procedures. If endorsed, the Council policy will then be available on the City's Gatekeeper webpage and in the City's online document repository for Council policies: <http://laserfiche.mountainview.gov/Weblink/Browse.aspx?id=40131&dbid=0&repo=CityDocuments>.

9. Where in the Zoning Code, or in any Council Policy, does it say that exempted Gatekeepers do not require a Council study session?

There is no adopted language in the Zoning Code, General Plan, or a Council policy that requires a Council Study Session on any land use matter. Council Study Sessions are either scheduled at the request of Council or scheduled when Staff requests policy direction from Council on a particular topic.

The Council Memo's reference to not requiring a Council Study Session for Gatekeeper-exempt projects reflects the criteria for exemption which allow for a streamlined process that does not have a high impact on staff workload. There has not yet been a need for holding a Study Session with Council on any Gatekeeper exempt project as either: (1) the Gatekeeper project received prior direction from Council as part of a NOFA authorization process, or (2) the Gatekeeper project does not raise any policy questions for Council consideration based on the relatively small and straightforward nature of the legislative amendments. The intent with Gatekeeper exemptions is to establish a framework for simpler, more straightforward legislative amendments that meet General Plan and Council objectives to proceed through development review without requiring additional Council policy direction. It is conceivable that a Council Study Session could be held on a Gatekeeper exempt project; however, it is not typically expected.

10. Did the proposed redevelopment of the Tied House and Chez TJ buildings in 2017 require a Gatekeeper authorization? If not, why did that proposal require a study session?

In 2017, the project proposed by The Minkoff Group at 938 and 954 Villa Street did not require a Gatekeeper authorization, nor would it require one under any of the modifications outlined in the Council Memo.

The Minkoff Group initially proposed demolishing two historic structures (Chez TJ and Tied House) to construct a code-compliant 4-story office building consistent with the P-19 (Downtown) Precise Plan. Subsequently, the applicant modified their proposal to consider relocating the Chez TJ building to a property on Dana Street (converting it back into a single-family residence) and preserving the façade of the Tied House by integrating it into the new office building.

Staff brought the project to two Council Study Sessions to get Council policy direction on:

- whether to preserve the historic resources and whether to accept the resources for City public use in another location (see [Council Memo dated June 13, 2017](#)) and
- design integration of the Tied House with the proposed new office building, parking, and the relocation of the Chez TJ house (see [Council Memo dated November 28, 2027](#)).

The project was withdrawn in 2019.

11. Do any of the staff recommendations allow the U-Haul proposal on ECR to be exempt from the authorization process?

No, none of the categories of exemptions outlined in the Council Memo nor the existing exemptions would allow U-Haul’s proposal to proceed as a Gatekeeper project exempt from a Council Authorization Hearing. Their Gatekeeper proposal would require a Council Authorization Hearing.

Based on the 2022 informal proposal provided to City staff by U-Haul, staff determined text amendments to the El Camino Real Precise Plan would be required to add a new land use category and to modify development standards to accommodate the project (e.g., greater FAR, reduced rear setback, modifications to requirements for screening loading/service areas, etc.).

12. Can staff provide information regarding how other jurisdictions handle and process General Plan amendments and Zoning amendments? How do neighboring jurisdictions take care of this?

Staff has provided a summary table below of nearby cities and their legislative amendment procedures for General Plan/Zoning Amendments, including whether they require initial authorization by Council to accept the processing of an application, the frequency of those hearings, and if they allow any exemptions to an authorization hearing.

CITY	Council Authorization Hearing Required	Frequency of Authorization Hearing	Allow Any Exemptions	Additional Information
SUNNYVALE	Yes	4x Annually	No	Study legislative amendment only, then development project.
REDWOOD CITY	Yes	Ad-hoc	No	
CUPERTINO	Yes	2x Annually	No	No hearings held in last few years
MOUNTAIN VIEW	Yes	1x Annually <i>(Proposed)</i>	Yes	Includes exemptions to Authorization Hearing
SANTA CLARA	No	---	No	2017 – 2021 had a Council policy requiring Council Authorization
SAN JOSE	No	---	No	Allows “early consideration” hearings

- The **City of Sunnyvale** holds hearings with the Planning Commission and Council to authorize legislative amendments, up to 4x annually. If authorized, City staff will study the legislative amendment first (the zoning and/or general plan amendment) funded by the applicant, for which the Council can decide to expand the project study area beyond the scope of the applicant’s project site, to avoid spot zoning and isolated residential projects. Upon returning to the Planning Commission/Council with the study results, which may include a legislative amendment recommendation and environmental review, if changes are adopted, the applicant can then proceed with submitting a formal development application under the newly adopted legislative amendment. The City of Sunnyvale does not typically see more than two requests per year.

- The **City of Redwood City** requires Council Authorization hearings for any legislative amendment, which are scheduled as needed. If authorized, the applicant can proceed with a formal development application for review. The City receives approximately two to four applications per year.
- The **City of Cupertino** adopted a Council policy requiring Council Authorization Hearings on proposed General Plan Amendments prior to allowing a formal development application to be submitted. The authorization hearings are held two times per year. However, the City has not held an Authorization Hearing since 2021; previously the City received one to two applications a year.
- The **City of Santa Clara** accepts all zoning and general plan amendment applications directly for processing by City staff. No Planning Commission or Council Study Sessions are held. At the conclusion of the development review process and environmental review, the Planning Commission and Council review the development project with a legislative amendment at final hearings. The City does not receive many General Plan Amendments; but receives multiple zoning amendments per year. Previously, the City adopted a Council policy that required a Council Authorization hearing on proposed General Plan Amendment applications, but the policy was rescinded in 2021 due to lack of applications and Council direction to update other policies.
- The **City of San Jose** accepts all zoning and general plan amendment applications directly for processing by City Staff. No Council Authorization hearing is required. Additionally, no Planning Commission or Council Study Sessions are held on these projects, unless required under the respective zoning or City policy. However, the City has an optional “early consideration” process whereby City staff or an applicant can request for a Council Authorization Hearing for input on whether a General Plan amendment application should proceed through the development review process or not – which is typically held within the first six months of an application.

### 13. Explain the work that staff needs to do to prepare for a Gatekeeper Hearing?

Preparing for a Council Gatekeeper Authorization hearing is similar to preparing for any Council public hearing item, requiring a similar amount of staff time. However, less project review has occurred as staff has not begun any detailed analysis or studies on any specific proposal.

For a Gatekeeper Authorization Hearing, City staff would prepare the following content for the staff report:

- Provide a description of the proposed Gatekeeper project based on the Applicant’s proposal.
- Analyze and provide the type of legislative amendments required for the proposed Gatekeeper project (e.g., text and/or map amendments to zoning, Precise Plan or General Plan, or some combination thereof). Often, the applicant may not have an accurate understanding of all the amendments their proposal will require.
- Provide an analysis of whether and how the project meets the Authorization Criteria for Gatekeeper projects.
- Prepare a locational map or graphic.
- Provide a high-level summary of whether the project meets any General Plan goals.
- Provide information on any issues to be aware of – for example incompatibility with surrounding neighborhoods, impacts to historic resources (if known at the time), etc.
- Provide a recommendation on whether the scope of the project should be amended (for example, including other properties, creating a new General Plan designation or a new Precise Plan).
- Provide a summary of available staff resources at the time based on the current workload.

- Provide a recommendation on the project can be accommodated within the existing staff workload or if other assigned work (generally long range or Council Work Plan items) may need to be delayed allowing for staff to take on this project.

14. Who would write the answers to the questions listed on page 5 in the 1st box? How long would you expect such a write-up to be?

The Planning Division staff would be responsible for preparing responses as to whether the proposed Gatekeeper project meets the Amendment Authorization Criteria. In addition to analyzing whether and how the Amendment Authorization Criteria, staff would also provide a high-level summary of whether the project meets General Plan and Council goals, and any issues to be aware of (such as inconsistency with surrounding property, etc.). Typically, this results in a couple of pages devoted to an analysis for each project and approximately five to six pages to provide information on the background, a summary table for the list of projects being reviewed, information on staff workload and staff recommendations and options for Council consideration.

15. How many times a year can a City amend its General Plan?

Under state law, a City can amend the General Plan no more than four times within a calendar year. However, these amendments apply to when the projects are being approved and not when they are being authorized to apply. Each project has different timelines and there is no way to gauge the timing of when the amendment will be brought for final decision.

16. What is the reason to make the next Gatekeeper both residential and nonresidential?

The Housing Element requires annual hearings for residential/residential mixed-use projects. In order to streamline review of all gatekeeper projects, staff is recommending including nonresidential projects at the same time. Including all gatekeeper projects at such hearings is consistent with past practice.

17. Will it comply with our Housing Element if we end up just choosing non-residential projects or projects that make our jobs/housing balance worse? Does this align with City objectives?

The Housing Element Program does not require Council to authorize residential Gatekeeper proposals; it states that the City will hold an annual Gatekeeper hearing to consider legislative amendments for residential/residential mixed-use development applications. The Housing Element program does not require Council to limit or restrict their decision-making authority on authorizing Gatekeeper applications to proceed forward to a formal development application.

The City does not currently have criteria directly addressing a jobs/housing balance in considering Gatekeeper applications. In general, any proposed increase in a job-generating land use will increase the imbalance and any increase in residential development will lessen the imbalance.

## **ITEM 7.1 CalPERS Contract Amendment for All Unrepresented Safety PEPRA Employees**

1. If Government Code 20516 allows for MOUs to effectuate cost sharing without contract amendments, why is the city doing a contract amendment?

The City is doing a contract amendment because unrepresented safety employees are not covered by an MOU. Unrepresented safety employee groups include Fire Chief, Police Chief, Fire Managers, Police Managers and sworn hourly employees (reserve police officers). Since these groups are not covered by an MOU, the contract amendment is required. Please note, for safety employees covered by an MOU (MVFF and POA), side letters have been executed to effectuate the cost sharing without a contract amendment and this item does not impact these groups.

## **ITEM 8.1 Discontinuation of School Field Joint Use Agreement Between the City and Mountain View Whisman School District**

1. Is there a law that says something to the effect of public schools need to provide access to their fields outside of school hours? If so, what is the law and what does it obligate school districts to do?

The Civic Center Act (Education Code Section 38130 et seq.) requires school districts to authorize the use of school facilities or grounds by a nonprofit organization or by a club or association organized to promote youth and school activities, that do not interfere with school purposes or functions, upon terms and conditions determined by the school district. For certain uses, the school district may not charge more than its direct costs for the use.

2. What are details of the current (or expired) formal agreement(s) regarding the city-owned parcel of land at Stevenson Elementary and the District administration building that is being used for a tennis court and a parking lot?

No formal agreement past or present between the City and MVWSD related to this City-owned property exists. Through recently approved construction by MVWSD, the City and District do need to enter into a license agreement or access easement for at least the driveway on City property that provides access to their parking lot and may also want to include the parking lot and tennis court that is on City property.

3. Can staff provide information regarding MVWSD's concerns regarding indemnification? What precisely are they asking for, and what is the City's position?

Staff does not have direct knowledge of MVWSD's concerns regarding the JUA's indemnification provision. The indemnification provision that is in the new JUA (2023 draft version) is the same provision that the parties had included in the last 2019 JUA draft and the first version of the revised JUA that the District sent to the City in 2022 when the parties renewed negotiations. In the negotiations, there was limited discussion about indemnification and, based on that as well as the static nature of the indemnification provision in JUA drafts from 2019 to 2023, the City believed there was agreement at the staff level. Notably this indemnification provision would have been broader and more protective of the District than the one in the existing JUA.

Lastly, Section 38134(i)(1) of the Civic Center Act states, in relevant part, that "A school district authorizing the use of school facilities or grounds under subdivision (a) is liable for an injury resulting

from the negligence of the school district in the ownership and maintenance of the school facilities or grounds . . .” and Section 38134(i)(2) of the Civic Center Act states that “ Notwithstanding any other law, this subdivision shall not be waived . . .”.

Therefore, as a matter of State law, the District will always be liable for any injury resulting from its own negligence.

4. Can staff explain the differing interpretations of the Civic Center Act? What does the CCA actually say and require?

Two main differences in interpretation include:

1. The fees be charged for use of District property.
  - District interprets current fees charged to rental groups are too low and violate the Act. City interpretation is that there is no stated minimum charge, rather just a maximum fee can be calculated.
2. The priority of use of District property.
  - District states City is in violation of the Act because youth sports groups are provided priority use of the fields over other user groups. City does not believe this is a violation of the Act.

5. What other disputes between the City and the District arose during the JUA discussions?

At the time that the District unilaterally ceased negotiations with the City, the City did not believe there were any material disputes and thought that the parties agreed that the JUA was near completion. Both agencies were in the process of reviewing site-specific maps and plans to ensure both City and District responsibilities were confirmed and documented.

6. Do we have a publicly accessible map that shows all city parks and district fields?

At this time a map showing all City and district fields needs to be updated and one is not currently available on the new City website. Staff is working toward having a new map available on the website soon. The website currently provides a listing of all locations at the following link: [City Parks | Mountain View, CA](#)

7. Could staff provide copies of 2000 and 1960 JUAs?

Copies of the following JUAs are attached:

- 1960 Agreement Between the City of Mountain View and the Whisman School District, Santa Clara County, State of California for Joint Use of School Sites for Park and Recreation Purposes
- 2000 Master Agreement for Improvement and Recreational Use of School Sites with Mountain View School District



8. Does the JUA give the City the ability to count school fields in calculating the City's progress toward its parkland goal in exchange for maintaining school fields?

The City has a goal of providing 3 acres of open space per 1,000 residents. This is not a legal requirement. The City currently counts school fields toward this goal. This is not a term in the JUA. The City recently started the Parks and Recreation Strategic Plan which will make recommendations to identify and buy land and develop parks to help meet the City's parkland goal. There will be a particular focus on areas lacking in access to open space, such as Monta Loma, Rex Manor, Whisman and other neighborhoods north of Central Expressway as well as the Central, and San Antonio planning areas south of Central Expressway.

9. What has been the timeline for the JUA negotiations?

The City has been working in earnest since 2019 to reach an agreement on the renewal and update of the JUA. After a period of mutual effort in 2019, the district did not respond to the City's last draft of the new JUA in the fall of 2019, and no further discussions occurred in part due to the COVID-19 pandemic until the City attempted to re-initiate the negotiations in spring 2021.

In early 2022, the parties began to meet again and made a lot of progress; the City was under the belief that we were nearing completion of the negotiations. We began to hear from the District in February of this year that they wanted to stop negotiations and were exploring the feasibility of whether to continue the JUA. This included a School Board presentation on March 2.

The Superintendent sent a letter to the City Parks and Recreation Commission on May 3, proposing an alternative to the JUA in which the District would take responsibility for maintaining and scheduling use of the school fields. The District took other actions including removing City signs and proposing fencing options at Monta Loma Elementary School without consultation with the City. This signaled to the City that the School District, in words and actions, was acting independently and not in partnership regarding its lands.

10. What has the School District said about why it has stopped JUA negotiations?

The City relies on statements the School District has made over time regarding the reason it was not proceeding with negotiation of the JUA. These reasons have included the possibility of needing to place portables on school fields to accommodate new students from residential growth, which was communicated in both a March 2 presentation to the School Board and in the May 3 letter from the Superintendent to the City's Parks and Recreation Commission. The May 3 letter also raised concerns about indemnification and a claim of noncompliance with the Civic Center Act.

11. What is the City's position regarding the JUA including indemnification of the School District?

The existing JUA already includes indemnification of the District for the City's negligent acts or omissions. The parties had discussed a broader indemnification provision in the new JUA that would have been more protective of the District than the existing JUA. The indemnification provision for the new JUA (that City staff believed was agreed to between City and District staff) was substantially similar to the one in the sports center agreements.

The 2004 Crittenden Sports Center agreement provides that the City will indemnify the District for liabilities arising out of the City's use, operation, or maintenance of the Sports Center, and the District will indemnify the City for liabilities arising out of the District's use, operation or maintenance of the Sports Center. The new JUA had virtually the same language, which the City included at the District's request.

## ITEM 8.2 Firearm Safety Ordinances

1. What does FFL stand for?

Federal Firearms License

2. Which member of the EPC voted no? Did they provide a reason for their vote? If so, what was the reason?

Commissioner Jose Gutierrez. A reason was not provided for his vote.

3. What requirements in the proposed ordinance are above and beyond Federal and State requirements?

All of the requirements in the proposed ordinances go beyond Federal and State requirements. For example, the requirement for firearm dealers to obtain a permit from the City goes beyond what is required by the Federal and State government because it adds an additional, local requirement that must be complied with before they may operate. Furthermore, the imposition of location restrictions and prohibition on home occupations also goes beyond what is required by Federal and State laws.

4. How many home gun sale locations do we currently have in Mountain View? Have we talked to those owners to let them know what is under consideration?

Currently, there are 3 commercial firearms businesses in the City, and 1 firearm dealer operating as a home occupation. Notices about the public hearings have been sent via e-mail and postcard to these businesses.

5. What if anything will these regulations do to reduce the spread of ghost guns?

The proposed regulations do not affect the proliferation of ghost guns, as ghost guns are bought and sold illegally without a properly licensed firearms dealer.

6. Expanding day care facilities is currently a hot topic statewide. What is or should be the process if a daycare facility wants to open near an existing firearms dealership?

The proposed ordinance addresses this by stating that firearm dealers lawfully operating in a location more than two hundred fifty (250) feet from any public or private day care center, day care home, childcare facility, school or public park may continue to operate in the same location and would not be denied a permit if a public or private day care center, day care home, childcare facility, school or a public park is subsequently established or constructed within two hundred fifty (250) feet of the existing firearm dealer.

7. Can we have more information on SB8? Is it virtually identical to the City of San Jose's Gun Harm Reduction ordinance?

As an update based on the timing of the state's legislative session, it appears that SB 8 will likely not be passed by the legislature before the end of the session, September 14. If it did move forward, it would have been substantially like San Jose's Gun Harm Ordinance, requiring a person who owns a firearm to obtain and continuously maintain in full force and effect a homeowner's, renters, or gun liability insurance policy specifically covering losses or damages resulting from any negligent or accidental use of that firearm. However, the City of San Jose's ordinance differs in that it includes an annual fee called the "Gun Harm Reduction Fee" for those who own or possess firearms within the city, to be used for specified purposes.

8. What is the expected police staff time to work on this?

5-10 hours per applicant. This time may be a little higher as the process is created but will likely reduce as the process is more familiar.

9. There is a great deal of state firearm safety legislation pending. Is there a better way for Council to focus our legislative support on that?

City Council's 2023 Legislative Platform includes supporting "legislation that would strengthen gun safety measures," and the Council can direct staff to emphasize and focus on these efforts when developing its 2024 Legislative Platform with the guidance of the City's legislative advocacy consultant.

AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW AND THE WHISMAN SCHOOL DISTRICT, SANTA CLARA COUNTY, STATE OF CALIFORNIA, FOR JOINT USE OF SCHOOL SITES FOR PARK AND RECREATION PURPOSES.

THIS AGREEMENT made and entered into this first day of July, 1960, by and between the CITY OF MOUNTAIN VIEW, a municipal corporation, hereinafter called "City", and the WHISMAN SCHOOL DISTRICT, a public corporation which is a subdivision of the State of California, hereinafter called "District".

WHEREAS, City, by reason of the provisions of its City Charter, is authorized to operate and maintain public playgrounds, and park and recreation facilities, and by virtue of such authority does operate and maintain such playgrounds and park and recreation facilities; and

WHEREAS, said playgrounds and park and recreation facilities are not now sufficient to provide for the needs of an expanding community; and

WHEREAS, "District" owns and operates various school and school sites, along with buildings and other facilities thereon, within the City of Mountain View, which, under supervision, are available for use for park and recreation purposes; and

WHEREAS, Chapter 4 of Division 12 of the Education Code of the State of California, commencing with Section 24401, authorizes cities and public school districts to cooperate with one another for the purpose of authorizing, promoting, and conducting programs of community recreation which will contribute to the attainment of general recreational and educational objectives for children and adults of this State; and

WHEREAS, City and District desire to enter into an agreement pursuant to the aforesaid provisions of the Education Code of the State of California, providing for the joint use of school sites within the City of Mountain View for park and recreation purposes; and

WHEREAS, it is the intention of the parties that this agreement shall operate as a Master Agreement, and that the terms hereof

**MASTER AGREEMENT  
FOR IMPROVEMENT AND RECREATIONAL USE OF SCHOOL SITES  
WITH MOUNTAIN VIEW SCHOOL DISTRICT**

THIS AGREEMENT made and entered into this 26 day of Sept, 2000 by and between the MOUNTAIN VIEW SCHOOL DISTRICT (hereafter "District"), a political subdivision of the State of California, and the CITY OF MOUNTAIN VIEW (hereafter "City"), a municipal corporation.

WHEREAS, City, is authorized to operate and maintain public playgrounds and park and recreation facilities and, by virtue of such authority, does operate and maintain such playgrounds and park and recreation facilities; and

WHEREAS, District owns and operates various schools and school sites, along with buildings and other facilities thereon, within the City of Mountain View, which, under supervision, are available for use for park and recreation purposes; and

WHEREAS, City, pursuant to agreements with District, has developed and/or improved portions of certain District school sites for joint use by District and City; and

WHEREAS, Chapter 10 of Division 1 of the Education Code of the State of California, commencing with Section 10900, authorizes cities and public school districts to cooperate with one another for the purpose of authorizing, promoting and conducting programs of community recreation which will contribute to the attainment of general recreational and educational objectives for children and adults of this State; and

WHEREAS, City and District desire to enter into an Agreement pursuant to the aforesaid provisions of the Education Code of the State of California, providing for the joint use of school sites within the City of Mountain View for park and recreation purposes; and

WHEREAS, it is the intention of the parties that this Agreement shall operate as a Master Agreement and that the terms hereof shall govern, and be incorporated into, each Supplemental Agreement between the parties pertaining to specific school sites within the limits of City;

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS, MUTUAL ACTS, PROMISES, AND FORBEARANCES OF EACH OTHER contained herein, the parties hereto agree as follows:

I. Master Agreement and Supplemental Agreements.

A. All seven school sites of District located within the limits of City shall be subject to this Master Agreement and shall be available to City for public recreation purposes, including Bubb School, Castro School, Cooper School, Graham Middle School, Huff School, Landels School and Slater School.

B. The terms and provisions unique to any of the seven particular school sites, including maintenance responsibilities, if applicable, shall be set forth in a separate Supplemental Agreement for each specific site, incorporating by reference all of the terms of this Master Agreement, except as to such terms and provisions as may be expressly modified in said Supplemental Agreement where circumstances or conditions require such modification.

II. Description of Premises.

A. For the purposes of this Agreement, each school site shall be divided into two (2) portions, generally as follows:

1. The area upon which the school buildings, blacktop area and normal school play equipment are located shall be known and designated as the "School Area"; and
2. The area upon which the recreational facilities, equipment and landscaping are located shall be known and designated as the "Park Area."

B. Diagrammatic descriptions of the areas designated as "School Area" and "Park Area" are attached hereto as Exhibits A through F, for Bubb School (Exhibit A), Castro School (Exhibit B), Cooper School (Exhibit C), Huff School (Exhibit D), Landels School (Exhibit E) and Slater School (Exhibit F), respectively, as amended from time to time and incorporated herein by reference. The diagrams clearly delineating the two areas shall also be attached to and incorporated in each Supplemental Agreement.

III. Use of School Sites. The use of all of the school sites pursuant to this Agreement shall be as follows:

A. District shall make available the "Park Areas," as hereinabove described, for use by City for park and recreation purposes, at such times, and in such a manner, as to not interfere with the normal school use of said area.

B. District, in its sole discretion, shall furnish to City, for use as park and recreational facilities, all those portions of the "School Area" on which are located the playground and other normal school recreation equipment. The use of "School Area," classrooms and rest rooms by City shall be subject to the approval of the District and shall be at times, and in such a manner, as not to interfere with the District use and cleaning of said areas and facilities.

IV. Supervision. City shall furnish supervisory leadership for the school sites as shall be deemed necessary by City during its use of said areas for park and recreation purposes. City and District shall, by mutual agreement, establish rules and regulations regarding the conduct of persons using the facilities for park and recreation purposes.

V. City Improvements. City may, subject to the mutual agreement of the parties and subject to the approval of the Division of the State Architect, if necessary, provide and install facilities and/or equipment on the "Park Area" not considered to be standard playground equipment provided by schools as a usual part of the school program, such as, but not limited to:

- Rest rooms;
- Children's play equipment;
- Any lighting facilities for night activities;
- Field house/score booth;
- Concession areas;
- Soccer goals;
- Bleachers.

City shall first confer with District and obtain District's comments regarding location and other concerns. Prior to installation, the parties shall come to a mutual agreement as to modifications to any applicable Supplemental Agreement which are necessary or reasonably desired as a result of the installation. Such agreement shall not be unreasonably withheld.

VI. District Improvements. District may provide the usual types of playground equipment as may already exist on school sites or may be installed in the future, all for school purposes, such as but not limited to:

- Softball backstops;
- Other ball facilities;
- Blacktop area for circle games;
- Basketball standards;
- Climbing apparatus;
- Slides; and



- Horizontal bars.

If District seeks to install facilities and/or equipment which may impact the use and/or the facilities and equipment of the "Park Area," then District shall first confer with City and obtain City's comments regarding location and other concerns. Such facilities and/or equipment include, but are not limited to:

- Permanent classrooms and offices;
- Portable classrooms and offices;
- Hard-court and/or blacktop areas; and
- Parking lots.

Prior to installation, the parties shall come to a mutual agreement as to modifications to any applicable Supplemental Agreement which are necessary or reasonably desired as a result of the installation. Such agreement shall not be unreasonably withheld.

VII. Ownership of Improvements and Cost of Repairing and Replacing Same. All improvements installed by City on the "Park Area" shall remain the property of City, and all improvements installed on the school site by District shall remain the property of District, except as set forth herein at Paragraph XII(B). City shall be responsible for the cost of repairing or replacing any of District's property damaged in connection with City's use of said property under this Agreement, normal wear and tear excepted. District shall be responsible for the costs of repairing or replacing any of City property damaged in connection with District's use of said property under this Agreement, normal wear and tear excepted. Each party shall be responsible for the costs of maintaining and repairing, replacing or removing its own property, at its sole discretion, as necessary or desirable.

VIII. Master Calendar. The District Superintendent or designee, and the City Manager or designee, shall jointly establish and approve a Master Calendar for the use of the school sites for the ensuing fiscal year no later than May 15 of each year.

IX. Maintenance Responsibilities.

A. City Responsibilities.

1. Maintenance of School Sites. Except as otherwise noted in IX.C and D, City shall, at its own cost and expense, maintain the turf and landscaped areas and City-installed improvements, such as play equipment and facilities, rest rooms, etc., in the designated "Park Areas" for the following school sites as specified in the applicable Supplemental Agreement:

- Bubb School
- Castro School
- Cooper School
- Graham Middle School
- Huff School
- Landels School
- Slater School

Such maintenance shall include mowing, fertilizing and irrigation, and such additional maintenance as set forth in any Supplemental Agreement. In addition, for each of the school sites listed above, City shall install a separate water meter for the purpose of monitoring the irrigation water used to maintain the "Park Area." Unless otherwise specified in a Supplemental Agreement, City shall pay all costs for such irrigation water used to maintain the turf and landscaped areas of the "Park Area" at the school sites.

The District Superintendent or designee, and the City Manager or designee, shall jointly establish and approve an annual maintenance schedule which allows City flexible access to school sites but which does not unreasonably interfere with District use. Either party may request, in writing, that the schedule be amended to accommodate circumstances that may arise during the year. Such schedule changes may be made by mutual agreement and upon reasonable notice of five (5) working days prior to the effective date of change. Additional maintenance costs incurred by City or District to implement maintenance schedule change will be the responsibility of the requesting party.

In the event of an emergency and/or to abate a hazardous condition, the City or District shall have the right to initiate action to resolve said emergency and/or hazardous condition in the most effective and

efficient means possible with the least disruption to City or District use.

2. All School Sites. During school recess periods, when City is using any of the school sites for City recreational programs, City shall have access to the "school area," as mutually agreed upon, and City shall provide maintenance services, supplies and telephone services as deemed necessary by City.
  3. Limited Responsibility. Except as specifically set forth herein, City shall have no responsibility for maintenance or any other costs or expenses.
- B. District Responsibilities. Except as set forth in Subsection "A", above, District shall, at its own cost and expense, maintain the entire school site, including both the "School Area" and "Park Area."
  - C. Shared Responsibility. Maintenance responsibilities for the "park area" of Huff and Slater Schools shall be shared between City and District. The specific assignment of maintenance responsibilities for each site shall be as set forth in the supplemental agreements for those school sites.
  - D. Responsibilities for Graham Middle School. Maintenance responsibilities for the "park area" of Graham Middle School, if any, shall be as set forth in a supplemental agreement for that school.
- X. Term of This Agreement. This Agreement shall be in effect from the date of the last signature affixed hereto until June 30, 2025, unless terminated earlier with one (1) year advance notice.
- XI. Supplemental Agreements and Their Terms. Supplemental Agreements as referenced herein relating to specific school sites shall be executed pursuant to this Master Agreement. Such Supplemental Agreements shall be for a period of one (1) year and shall be automatically renewed for successive one (1) year periods up to the expiration date of this Master Agreement unless otherwise mutually agreed in writing. Notice of termination of a Supplemental Agreement shall be in the manner set forth in XII.A.
- XII. Termination of Agreement.
- A. Notice of Termination. City or District may terminate this Master Agreement or any of the Supplemental Agreements executed pursuant to this Master Agreement by delivery of written notice of election to terminate

at least one (1) year in advance. Notices shall be served either by personal delivery or mail, as follows:

**CITY:**

City Manager  
City Hall  
500 Castro Street  
P.O. Box 7540  
Mountain View, CA 94039

**DISTRICT:**

District Superintendent of Schools  
Mountain View School District  
220 View Street  
Mountain View, CA 94041

- B. Effect of Termination. In the event of termination, District shall have the option of purchasing from City all or any part of the improvements, of any kind or nature whatsoever, installed by City. The purchase price to be paid by District to City for any of said improvements elected to be purchased by District shall be a sum equal to the installation and purchase cost of the item or items, less one twenty-fifth (1/25) of said installation and purchase cost for each year, or part of a year, that has elapsed following the installation by City of such item or items. In the event District elects not to purchase all, some or any of said improvements, City shall remove those items not purchased from the premises. In such event, City shall restore the grounds in the area of such removal operations to a neat, clean and acceptable condition.

District shall confer on City the right of first refusal to the extent permitted by law and shall confer any additional purchase rights required by law on any sites disposed of or otherwise surplus by District.

- XIII. Insurance. City and District shall each maintain comprehensive general Liability Insurance in the amount of Ten Million Dollars (\$10,000,000) combined single limit to protect City and District, their officers, agents, servants and employees against claims for bodily injury, and property damage arising from City's or District's participation in the activities described herein. The form of such insurance shall be satisfactory to City and District and may include self-insurance at levels acceptable to both parties. Each party's policy or policies shall name the other party (City or District) as additional insured.

- XIV. Mutual Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents and employees from any and all liabilities, claims, or losses of any nature, to the extent caused by, arising out of, or in connection with, the indemnifying party's negligent acts or omissions pursuant to this Agreement.

XV. CEQA. City agrees to prepare any documents and conduct any studies necessary to comply with the California Environmental Quality Act, Public Resources Code Sections 21000 et seq.

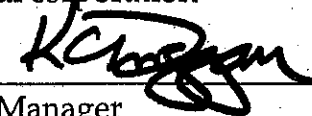
XVI. Modification of Agreement. This Master Agreement, or any Supplemental Agreement entered into pursuant to this Master Agreement, may be amended in writing signed by both City and District. Any modification to this Master Agreement or any Supplemental Agreement shall be prepared by City at no cost to District. City Council and District School Board must approve the Master Agreement and Supplemental Agreements and any changes or modifications thereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the dates hereinafter respectively set forth.

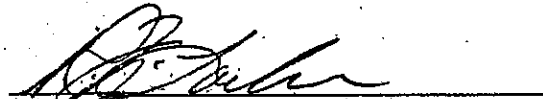
APPROVED AS TO CONTENT:

  
Community Services Director

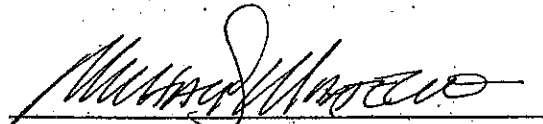
"CITY":  
CITY OF MOUNTAIN VIEW,  
a municipal corporation

By:   
City Manager

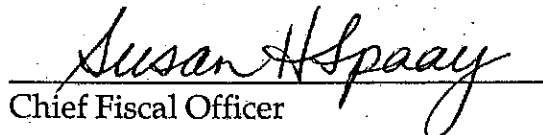
FINANCIAL APPROVAL:

  
Finance and Administrative  
Services Director

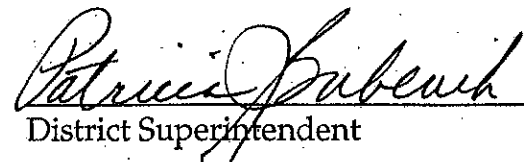
APPROVED AS TO FORM:

  
City Attorney


APPROVED AS TO CONTENT:

  
Chief Fiscal Officer

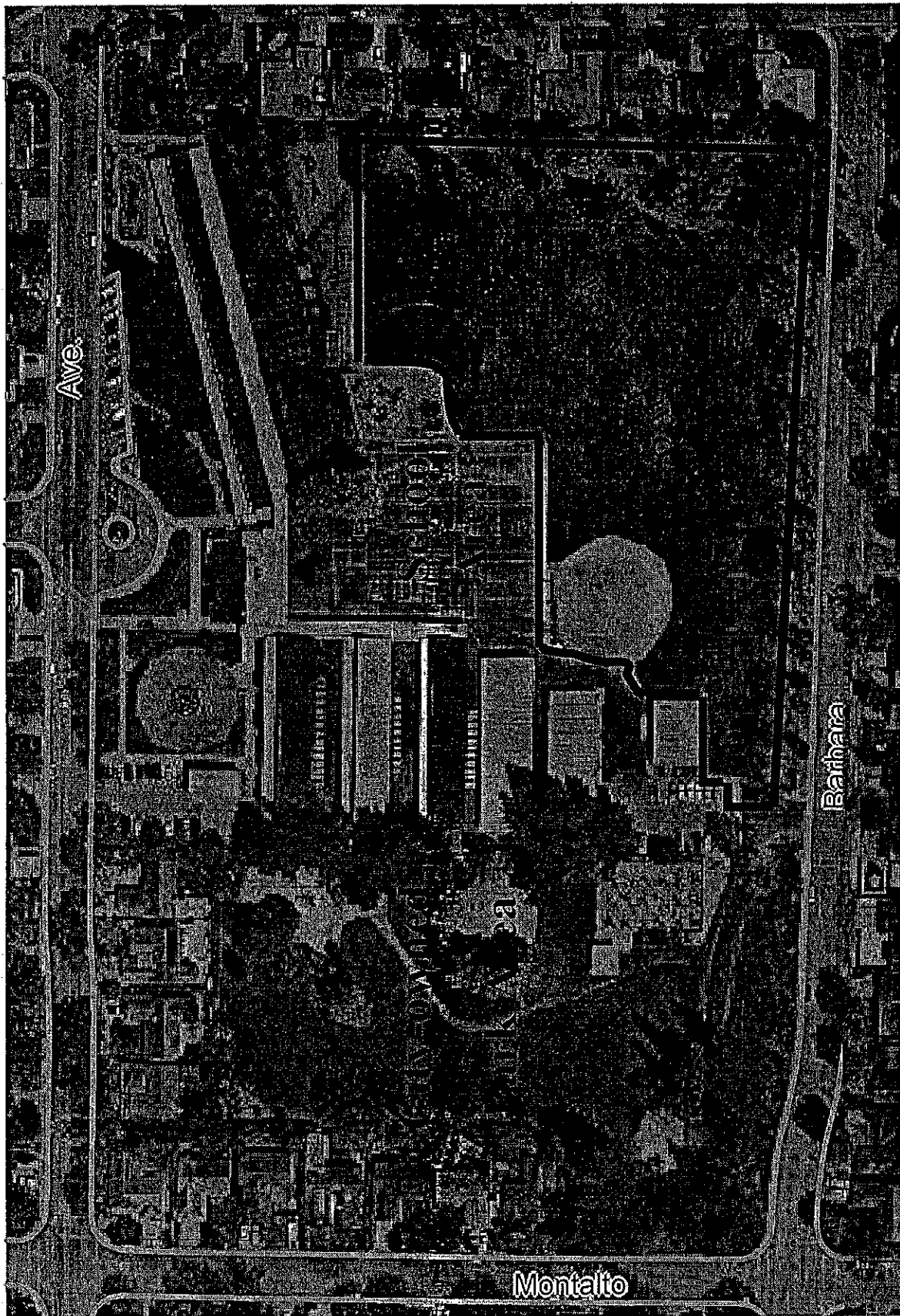
"DISTRICT":  
MOUNTAIN VIEW SCHOOL DISTRICT

By:   
District Superintendent

APPROVED AS TO FORM:

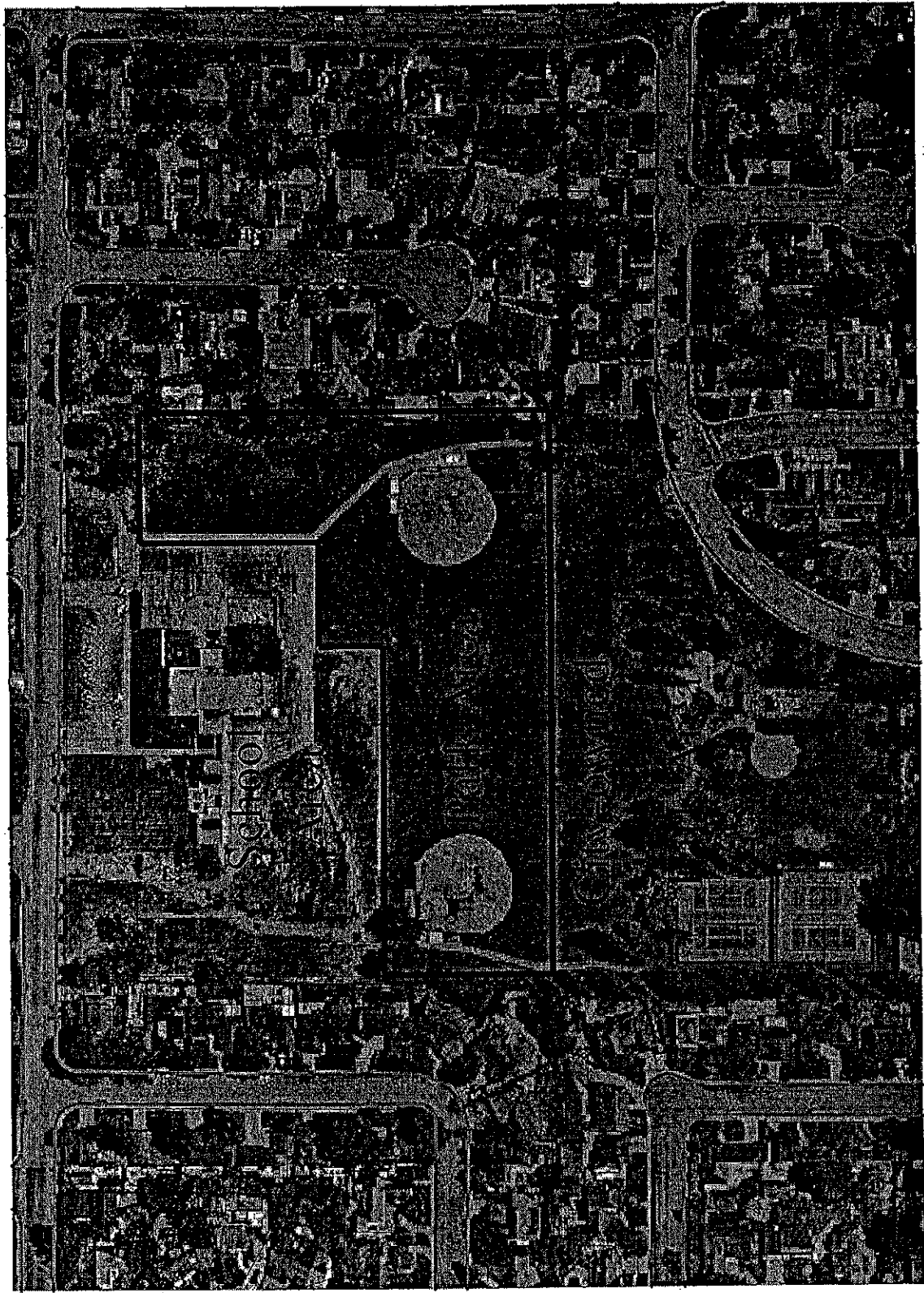
  
School District Attorney

LT/2/CSD  
244-01-19-00A^

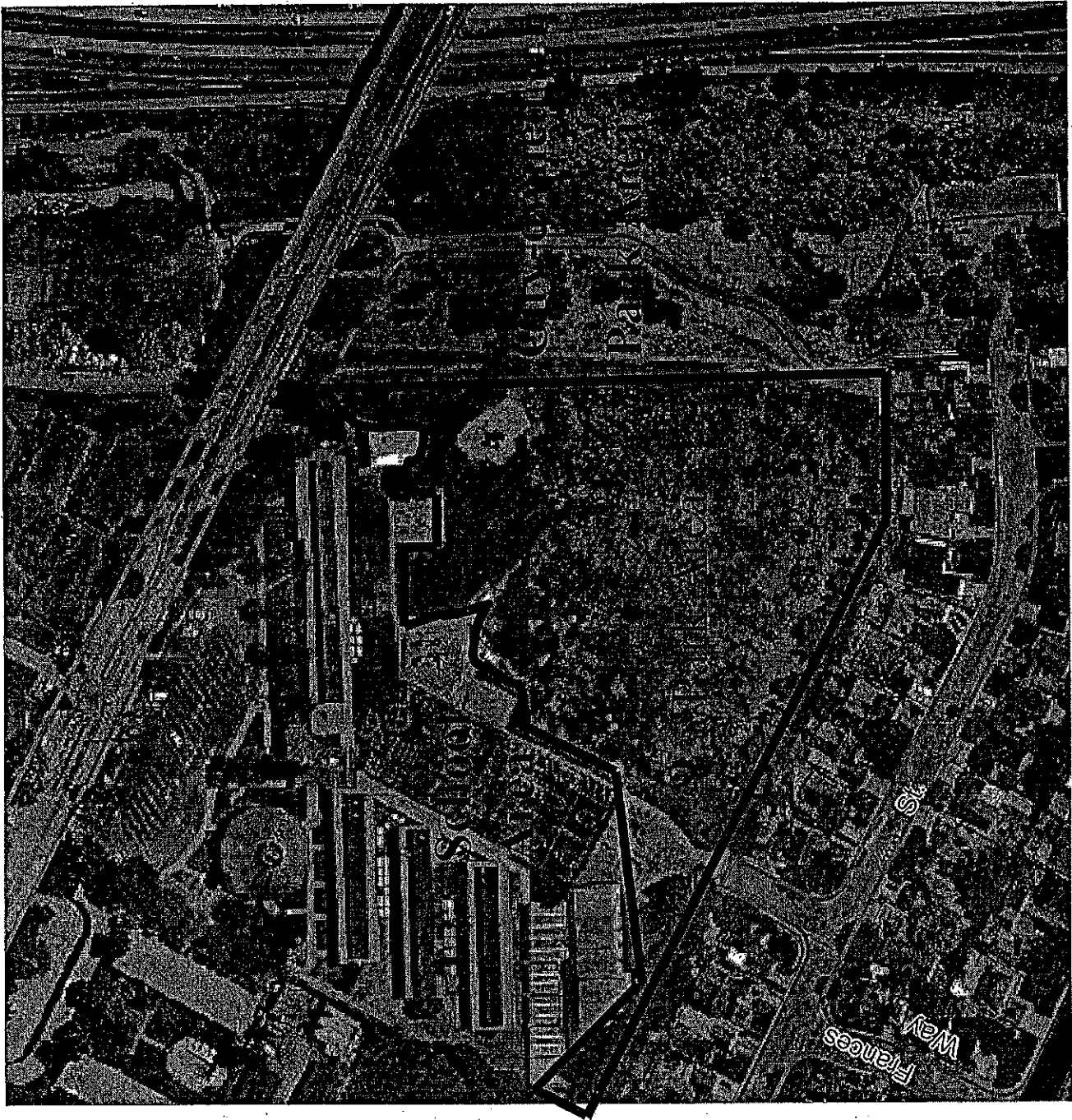


# BUBB PARK





COOPER



# LANDELS

shall govern, and be incorporated into, each special agreement between the parties pertaining to specific school sites within the limits of the City.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL ACTS, PROMISES, AND FOREBEARANCES OF EACH OTHER, the parties hereto agree as follows:

I. That all of the school sites of District within the limits of City shall be considered as joint park and recreation-school sites, with the joint use of any particular site for such purpose to be confirmed by City and District by separate supplemental agreement, incorporating by reference all of the terms of this Master Agreement, except as to such terms and provisions as may be expressly modified in said supplemental agreement where circumstances or conditions require such modification. The responsibility for operation and maintenance for any particular joint park and recreation-school site shall be as hereinafter set forth.

II. That for the purposes of this agreement, in connection with the responsibility for operation and maintenance of joint park and recreation-school sites, each of said school sites shall be divided into two portions, generally as follows: (1) The area upon which the school buildings and normal school play equipment are located shall be known and designated as the "School Area"; (2) The area upon which will be located the recreational facilities, equipment and landscaping to be furnished by City shall be known and designated as the "Recreation and Park Area".

III. The areas designated as "School Area" and "Recreation and Park Area" shall be particularly described in each of the supplemental agreements relating to specified sites.

IV. The responsibility for operation and maintenance of the areas of said joint park and recreation-school sites shall be as follows:

(a) The District shall furnish the "Recreation and Park Area" as hereinabove described, for use by City for park and recreation purposes, at such times, and in such a manner, as not to interfere with the normal school use of said area. The City shall, at its own cost and expense, maintain said "Recreation and Park Area".



(b) District shall furnish to City, for use as park and recreational facilities, all those portions of the "School Area" on which are located the playground and other normal school recreation equipment, and in addition shall furnish for use of City such classrooms as shall be requested by City, and as designated in the annual master calendar hereinafter referred to, in connection with City's recreation program. The use of such "School Area" by City shall be at such times, and in such a manner, as not to interfere with the normal school use of said area and facilities. District shall, at its own cost and expense, maintain the "School Area".

(c) District shall furnish City with the preliminary site development plan for the entire joint park and recreation-school site, including the location of any normal school playground equipment installed or to be installed by District on the "Recreation and Park Area".

(d) District shall furnish the basic grading of the "Recreation and Park Area" preparatory to the landscaping and installation of the additional facilities by the City.

(e) City shall provide for landscaping and installation of recreation and park facilities in excess of the basic grading of the "Recreation and Park Area", subject to the mutual agreement of the parties hereto.

7. City shall furnish supervisory leadership for the "School Area" and "Recreation and Park Area" as shall be deemed necessary by City during its use of said areas for park and recreation purposes. City and District shall, by mutual agreement, establish rules and regulations regarding the conduct of persons using the facilities for recreation and park purposes.

8. The City may, subject to the mutual agreement of the parties, purchase and install equipment on the "Recreation and Park Area" not considered to be standard playground equipment provided by school as the usual part of the school program, such as:

Pre-school play equipment;  
Shuffleboard courts;  
Any lighting facilities for  
night activities;  
Field house;  
Barbeque pits;  
Horseshoe pits; and  
Croquet courts.

VII. The District shall provide the usual type of playground equipment to be found on school sites for school purposes, such as:

Soft ball backstops;  
Volley ball posts and nets;  
Other ball facilities;  
Paddle tennis courts;  
Blacktop area for circle games;  
Merry-go-round;  
Basketball standards;  
Sand boxes;  
Climbing apparatus;  
Slides;  
Horizontal bars; and  
Turning bars.

VIII. All improvements installed by City on the "Recreation and Park Area" shall remain the property of the City. City shall be responsible for the cost of repairing or replacing any of District property damaged in connection with City's use of said property under this agreement. District shall be responsible for the costs of repairing or replacing any of City property damaged in connection with District's use of said property under this agreement. Normal wear and tear of any of the property of District or City shall not be included within the provisions hereof relating to the repair or replacement.

IX. The Superintendent of District, and the Recreation Director of City, shall jointly establish a Master Calendar for the use of the joint facilities for the ensuing fiscal year no later than the 15th day of May of each year. In establishing said Master Calendar, said Superintendent of District and Recreation Director of City shall mutually determine the number of classrooms which will be required, and made available for City, in connection with its recreation program, and said Master Calendar shall specify the number of said classrooms to be used during said ensuing fiscal year.



X. The supplemental agreements, relating to specified school sites, executed pursuant to this Master Agreement, shall be for a period of One (1) year, commencing on July 1 next following the execution of said supplemental agreement; provided, however, that each of said supplemental agreements shall be automatically renewed for subsequent annual periods, following their execution, unless either of the parties gives notice in writing to the other, on or before June 1 of any year, that the contract shall not be renewed for the subsequent annual period. The term of years during which said supplemental agreements, for specified school sites, shall be renewed automatically shall be for a period of twenty-five (25) consecutive years after execution of said agreement.

XI. In the event any supplemental agreement relating to a specified joint park and recreation-school site is unenforceable, cancelled, or terminated for any reason, within said 25-year period hereinabove mentioned, then, in such event District shall have the option of purchasing from City all or any part of the improvements, of any kind or nature whatsoever, installed by City in the "Recreation and Park Area". The purchase price to be paid by District to City for any of said improvements elected to be purchased by District shall be a sum equal to the installation cost of the item or items purchased, less 1/25 of said installation cost for each year, or part of a year, that has elapsed following the installation by City of such item or items. In the event District elects not to purchase all, or some, of said improvements, City shall have the right to remove those items from the premises. In the event City shall remove any of such items of improvement, City shall restore the grounds in the area of such removal operations to a neat, clean, and level condition.


XII. The City and District shall carry Public Liability Insurance to jointly protect City and District, their officers, agents, servants, and employees against claims for damage to person and/or property, including accidental death arising from City's or District's participation in a community recreation program hereunder.

The form of such insurance shall be satisfactory to the City Attorney of City and County Counsel.

XIII. The City and District, in assuming joint responsibility under this agreement, each agree that the other shall be held harmless in the event of any suit arising out of the respective activities of District and City on the site under this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

CITY OF MOUNTAIN VIEW,  
a municipal corporation,

By   
John T. O'Halloran  
City Manager

"CITY"

WHISMAN SCHOOL DISTRICT,  
a public corporation,

By   
"DISTRICT"

APPROVED AS TO FORM

  
County Counsel  
  
City Attorney