



# **AGENDA**

## **CITY OF MONTE SERENO**

Tuesday, September 16, 2014

**REGULAR MEETING  
OF THE  
CITY COUNCIL  
7:00 p.m.**

Monte Sereno City Council Chambers - 18041 Saratoga - Los Gatos Road, Monte Sereno, Ca 95030

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### **MEETING CALLED TO ORDER**

### **PLEDGE OF ALLEGIANCE TO THE FLAG**

### **ROLL CALL**

### **ORDERS OF THE DAY**

### **PRESENTATION**

\* Quarterly Update From the Santa Clara County Fire Department

### **ORAL COMMUNICATIONS**

### **WRITTEN COMMUNICATIONS**

1. Letter From West Valley Mayors and Manager's Association Regarding Application and Appointment Process For West Valley Cities Representative and Alternate To Santa Clara Valley Transportation Authority Board of Directors

**CONSENT CALENDAR (It is recommended that all items listed be acted on simultaneously unless separate discussion and/or action is required by a Councilmember or a member of the audience.)**

2. Approve Minutes Of September 2, 2014 City Council Meeting
3. Approve Warrant List
4. Approve Monthly Treasurer's Report for Month of August, 2014
5. Approve Monthly Financial Report For Month of August, 2014

6. Adopt Resolution Accepting The Improvements Completed Under The 2013 Street Rehabilitation Project Contract And Accepting The City's Maintenance Of Those Improvements
7. Authorize City Manager To Execute First Amendment To The County Of Santa Clara Information Services Department Data Sharing And Web Hosting Agreement
8. Hold Second Reading and Adoption Of An Ordinance Of The City Council Of The City Of Monte Sereno Adding Section 10.06.150 To Chapter 10.06 Of Title 10 Extending The Secondary Dwelling Unit Amnesty Program

## **PUBLIC HEARINGS**

None

## **UNFINISHED BUSINESS**

9. Update On Tax Equity Allocation Efforts

## **NEW BUSINESS**

10. Discuss Recruitment For Site and Architectural Commissioners Three (3) Seats

## **COMMITTEE/COMMISSION REPORTS**

## **COUNCIL MEMBER COMMENTS**

## **CITY MANAGER'S REPORT**

## **ADJOURN TO CLOSED SESSION**

\* CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - 1 case Pursuant to Government Code Section 54956.9 (a) the Council Will Meet In Closed Session to Discuss Existing Litigation - Hacienda Realty, LLC; Russel Stanley v. City of Monte Sereno - Case No 112CV223767

## **RECONVENE TO OPEN SESSION**

## **ADJOURNMENT**

**\* All items on the agenda are subject to action/or change by the City Council**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk (408) 354-7635. If requested of the City Clerk, agendas and documents in the agenda packet can be made available in appropriate alternative formats to persons with a disability. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28CFR 35.102-35.104 ADA Title 11]



# TOWN OF LOS GATOS

OFFICE OF THE MAYOR AND TOWN COUNCIL  
(408) 354-6801  
Council@LosGatosCA.gov

CIVIC CENTER  
110 E. MAIN STREET  
LOS GATOS, CA 95030

*Steven Leonardis, Mayor*  
*Marcia Jensen, Vice Mayor*  
*Diane McNutt, Council Member*  
*Joe Pirzynski, Council Member*  
*Barbara Spector, Council Member*

September 2, 2014

Mayor Burton Craig  
City of Monte Sereno  
18041 Saratoga-Los Gatos Rd.  
Monte Sereno, CA 95030

**RE: West Valley VTA Representation**

Dear Mayor Craig,

As you know, the West Valley municipalities share one board member and one board alternate for the Santa Clara Valley Transportation Authority (VTA) Board of Directors.

In conformance with VTA's enabling legislation and by-laws, the West Valley municipalities are responsible for the designation of the West Valley board member and alternate appointments to the VTA Board. Consequently, earlier this year, the West Valley Mayors & Managers developed and approved the attached policy and process for the selection of the West Valley representation to the VTA Board of Directors.

Pursuant to that adopted policy and process, I am writing each elected official directly serving the West Valley municipalities to consider applying for either or both the VTA Board member or alternate positions representing the West Valley municipalities.

All applications must address the five selection criteria identified in the attached policy, cannot be longer than 500 words in total, and must be submitted by 12 noon on Monday, October 6, 2014, to Los Gatos Town Manager Greg Larson at [GLarson@LosGatosCA.gov](mailto:GLarson@LosGatosCA.gov).

The West Valley Mayors & Managers will review all received applications and make appointments at the regularly scheduled West Valley Mayors & Managers meeting on Wednesday, October 22. Pursuant to the appointment process and policy, there will be no interviews prior to the appointments and applicants are discouraged from attending the meeting.



If you have any questions regarding this policy or process, please contact your Mayor, your Manager, and/or Los Gatos Town Manager Greg Larson.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven Leonardis', with a large, stylized flourish at the end.

**STEVEN LEONARDIS, MAYOR**  
2014 Chair of the West Valley Mayors & Managers

SL:jj

encl: VTA Appointment Process

cc: West Valley Council Members  
West Valley Managers  
West Valley Clerks

# VTA BOARD MEMBER AND ALTERNATE APPOINTMENTS

## West Valley Mayors and Managers

### BACKGROUND

The Santa Clara Valley Transportation Authority (VTA) Board of Directors is comprised of elected officials representing local governments throughout Santa Clara County. Pursuant to the VTA By-Laws, one VTA Board member and one alternate are to be appointed by the West Valley City Group comprised of Campbell, Cupertino, Los Gatos, Monte Sereno and Saratoga. The VTA defers to whatever local city group process is used and selections are made for the Board appointments, but the VTA also recommended the following in 2008 after a comprehensive study of Board organization and operations:

1. Eliminate selecting representatives through a rotation process;
2. Directors will serve two-year terms and reappointments for consecutive terms are encouraged; and
3. Directors should have the required experience and qualifications in transportation.

The relevant language from the California Public Utilities Code establishing the VTA (Part 12 of Division 10) reads:

*100060. (a) The government of the district shall be vested in a board of directors which shall consist of 12 members, ..... (c) To the extent possible, the appointing powers shall appoint individuals who have expertise, experience, or knowledge relative to transportation issues.*

*100060.2. Except as otherwise provided, the term of office for each director shall be two years and until the appointment and qualification of his or her successor. A successor shall be appointed not later than 30 days immediately upon the expiration of a director's term. .... A vacancy exists whenever a director ceases to hold office on the city council or board of supervisors from which he or she was appointed. Any vacancy shall, within 60 days of its occurrence, be filled for the balance of the term by the body that made the original appointment.*

During the first 20 years of VTA's existence (1995 – 2014), 11 individuals have been West Valley appointed alternates to the VTA Board and 8 have been appointed Board members, with all but the first 2 having previously served as alternates. Four of the West Valley appointed Board members have also risen to serve as VTA Board Chair during extensions of their terms as West Valley appointed Board members. Never in the first 20 years of VTA has a West Valley Board member appointment "rotated" from one municipality to the next in alphabetical order.

The process for past West Valley appointed VTA Board members and alternates has been informal, inconsistent and often undocumented. Consequently, on Feb. 26, 2014 the West Valley Mayors and Managers directed preparation of a proposed process for future West Valley appointments as VTA Board members and alternates.

### APPOINTMENT PROCESS (Amended and unanimously approved on March 26, 2014)

1. The West Valley appointments as VTA Board member and alternate will be for 2 year terms made by majority vote in November of every even-numbered year, to be effective Jan. 1 of the next year, unless designated earlier upon appointment. Each West Valley municipality will have one vote for each appointment as carried by the Mayor, Vice Mayor, most senior Council member, Manager or Manager's designee, in that order and in attendance.
2. The West Valley appointments will not be based on any alphabetical municipal rotation, but will consider:
  - a. Representation (e.g., balancing West Valley city representation, outreach to other West Valley cities);
  - b. Availability (e.g, attending VTA-related meetings; completion of the 2 year term);
  - c. Leadership (e.g., potential service in leadership roles at VTA, ability to lead on West Valley interests);
  - d. Diversification of West Valley regional appointments and representatives; and
  - e. Experience

3. By September of each even-numbered year, the Mayor then serving as Chair of the West Valley Mayors and Managers will solicit statements of interest from all West Valley elected Council members seeking appointment as the West Valley VTA Board member or alternate. The statements of interest should address the five points in Item 2 above and should be no longer than 500 words. At least 30 days notice should be provided for submission of statements of interest, and all submitted statements of interest should be forwarded to the full West Valley Mayors and Managers at least one week in advance of the meeting at which appointments will be made.
4. Interviews will not be conducted, and individuals submitting statements of interest should not attend, participate in or observe the West Valley Mayors and Managers meeting at which the appointments will be made.
5. In the event an appointed West Valley Board member is unable to complete his or her term as VTA Board member, then the Board alternate will serve as the Board member for the balance of that two-year term, and the alternate seat will be unfilled.
6. Following any VTA Board appointment(s), the Mayor then serving as Chair of the West Valley Mayors and Managers will submit a letter to the VTA Clerk of the Board transmitting the West Valley appointment(s) and effective date(s), with copies to the other West Valley Mayors and Managers.
7. The West Valley Mayors and Managers may subsequently modify this process as needed upon concurrence by at least four of the West Valley municipalities.



**MONTE SERENO CITY COUNCIL  
MEETING MINUTES**

**SEPTEMBER 2, 2014**

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**MEETING CALLED TO ORDER**

At 7:00 p.m., Mayor Craig called the meeting to order.

**PLEDGE OF ALLIEGIANCE**

**ROLL CALL**

Present: Council Members Allan, Anstandig, Huff, and Mayor Craig

Absent: Council Member Rogers

Staff Present: City Manager Loventhal, City Attorney Powell, and City Clerk Chelemengos

**ORDERS OF THE DAY**

There were no changes to the orders of the day.

**ORAL COMMUNICATIONS**

None

**WRITTEN COMMUNICATIONS**

None

**CONSENT CALENDAR**

**CONSENT CALENDAR** (It is recommended that all items listed be acted on simultaneously unless separate discussion and/or action is required by a Councilmember or a member of the audience.)

1. Approve Minutes Of August 19, 2014 City Council Meeting
2. Approve Minutes Of August 20, 2014 Special City Council Meeting
3. Approve Warrant List
4. Adopt Proclamation Of The City Council Of The City Of Monte Sereno Proclaiming September 15 – 21, 2014 As National Drive Electric Week

Council Member Allan moved to approve the Consent Calendar. The motion was seconded by Council Member Anstandig and the motion passed (4-0) with the following vote.

Ayes: Council Members Allan, Anstandig, Huff, and Mayor Craig  
Noes: None  
Abstain: None  
Absent: Council Members Rogers

## **PUBLIC HEARINGS**

5. Introduction And First Reading Of An Ordinance Of The City Council Of The City Of Monte Sereno Adding Section 10.06.150 To Chapter 10.06 Of Title 10 Extending The Secondary Dwelling Unit Amnesty Program

City Manager Loventhal provided a staff report and answered questions from the Council.

At 7:05p.m. the Public Hearing was opened. Since no one wished to speak, the Public Hearing was closed.

Council Member Huff moved to waive further reading of the ordinance and introduce and hold first reading of the ordinance as read by title only. The motion was seconded by Council Member Anstandig and the motion passed with a 5-0 vote;

Ayes: Council Members Allan, Anstandig, Huff, and Mayor Craig  
Noes: None  
Abstain: None  
Absent: Council Member Rogers

## **UNFINISHED BUSINESS**

6. Update From Law Enforcement Ad Hoc Committee

Mayor Craig updated the Council on the latest meeting of the Police Services Ad Hoc Committee.

Council Member Anstandig provided background information on the matter of the Town of Los Gatos seeking reimbursement for funds spent on the Monte Sereno homicide investigation. He stated that as a result of the requested reimbursement, an ad hoc committee had been formed. He stated that at the latest meeting of the ad hoc committee representatives from Los Gatos had indicated that there was interest in renegotiating the contract or drafting a memorandum of understanding defining what is covered by the existing contract and what is not. He concluded by stating that the ad hoc committee is due to meet again on Friday, September 5<sup>th</sup>.



Council Member Allan stated that he felt the request for reimbursement was inappropriate and that when the thirty year contract was drawn up Los Gatos was well aware that there would be more crime during some years than other years. He also pointed out that at the time of the contract drafting Los Gatos police, with their years of police experience, probably knew that the likelihood a major crime occurring during the 30 year contract duration was very probable. We wondered about the actual cost of police services over the past years when there had been minimal crime and wondered why some of the funds during those low crime years had not been set aside to cover, or offset, the cost of police services in higher crime years or in the instance of a major crime. Council Member Allan stated that he does not feel that Monte Sereno, according to the contract, is liable for additional payments to Los Gatos and that rendering additional payments could be considered a gift of public funds. He stated that he is not interested in renegotiating the contract prior to the end of the contract term.

Council Member Huff concurred with Councilmember Allan's comments.

Mayor Craig stated that at some point during earlier discussions of the matter there had been some mention of consideration given by the Monte Sereno City Council of paying a portion of the amount invoiced to the City.

Council Member Anstandig acknowledged the difficulty of the situation. He stated that he would hate for conflict to arise over the matter, but yet he is opposed to renegotiation of the contract before the end of the term. He stated that he did not see how a memorandum of understanding would be able to clearly define circumstances covered or not within the contracted amount. He pointed out that the contract allows for annual increases which, in his opinion, assists the Town of Los Gatos in controlling costs. He stated that he would like to protect the interests of the residents of Monte Sereno without offending the Town of Los Gatos. However, he stated that he has no interest in drawing up a memorandum of understanding or renegotiating the contract. Council Member Anstandig also commented about past years where crime in Monte Sereno had been low and no credit given or funds set aside in anticipation of a possible major crime or investigation.

Council Member Huff inquired about the allocation of the \$100,000 annual grant that the City of Monte Sereno receives and passes on to the Town of Los Gatos for additional police funding.

In conclusion, Mayor Craig stated that it is clear that the Council is not interested in renegotiating the police contract with the Town of Los Gatos prior to the end of the current contract.

#### 7. Update On City Website Project

City Manager Loventhal discussed the needed improvements on the City's website, discussed vendor options and some of the upgraded features anticipated for the website. He also answered questions from the Council.

## **NEW BUSINESS**

### **8. Update On Water Use Regulations Of The State Water Resources Control Board And Water Rate Increases By San Jose Water Company**

City Manager Loventhal provided information on the upcoming water rate increase and water use regulation and answered questions from the Council.

Discussion commenced.

Following discussion, Mayor Craig opened the floor for public comment.

Sharon Snyder, resident, discussed instances where it has taken weeks for the water company to respond to reports of leaking water. She wondered if the water company would be held to their own regulations with regard to water usage and water waste.

Mayor Craig reported that the issue raised by Ms. Snyder had been discussed at a recent Mayors/City Managers luncheon and he explained that there are many internal processes that need happen before the water company can schedule a survey of reported problems. Because of the required internal process, it takes weeks for a response from the water company.

## **COMMITTEE/COMMISSION REPORTS**

The Council Members reported on the activities of their assigned Commissions/Committees.

## **COUNCIL MEMBER COMMENTS**

Mayor Craig reported on recent block party discussion on traffic.

## **CITY MANAGER'S REPORT**

City Manager Loventhal reported on various administrative matters.

ADJOURNMENT

At 7:55 p.m., Mayor Craig adjourned the meeting to 7:00 p.m., Tuesday, September 16, 2014 to be held in the City Council Chambers located at 18041 Saratoga-Los Gatos Road, Monte Sereno, California.

\_\_\_\_\_  
Burton Craig, Mayor

ATTEST:

\_\_\_\_\_  
Andrea M. Chelemengos, City Clerk

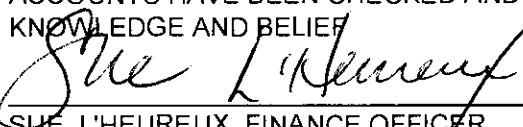


**CITY OF MONTE SERENO  
REGISTER OF ACCOUNTS PAYABLE**

AS OF THIS DATE:  
September 16, 2014

CHECK NO.	TO	FOR	AMOUNT	ACCOUNT
15201	Frankie's Awards	Badges and name plates	87.74	01-505
15202	Alhambra drinking water	Service for August	37.58	01-710
15203	Jodi Carr	2014 picnic services	250.00	01-505
15204	Mary Dickens	2014 picnic services	206.00	01-505
15205	VOID			
15206	Kevin Clark	2014 picnic services	400.00	01-505
15207	American Express	Office supplies & membership	647.46	VAR
15208	Granicus	Service for July/August	1,383.20	01-720
15209	Logan & Powell LLP	Litigation services	1,139.60	01-427
15210	SC County Recorder	SDU recording fee	51.00	01-565
15211	Daily Journal Corp.	Publish election notice	85.80	01-520
15212	ABAG Power Pool	Office gas utility	100.00	01-705
15213	Granicus	Equipment fee	162.97	01-720
15214	COMCAST	Internet provider	130.71	01-720
15215	ARC	Housing Element printing	851.79	01-570
15216	Wells Fargo Bank	2014 Picnic services & supplies	2,778.81	01-505
15217	Wells Fargo Bank	Meeting & Luncheon expenses	441.01	VAR
15218	Granicus	Equipment fee	2,462.97	01-720
15219	Wells Fargo Bank	Phone service/ Meeting expenses	871.10	VAR
15220	McKenna Landscape	Grounds maintenance & Street sign repairs	1,621.00	VAR
15221	AT&T Mobility	Cell phone services	52.50	01-720
15222	San Jose Mercury News	Newspaper subscription	116.35	01-745
15223	XEROX	Copier supplies and service	65.37	01-715
15224	Accrisoft Corporation	Email server	50.00	01-720
15225	Steinberg Architects	Civic Center review consultants	630.32	01-535
15226	Town of Los Gatos	4th qtr FY2013-14 COPS grant	24,999.99	03-548
		<b>Total</b>	<b>39,623.27</b>	

I, SUE L'HEUREUX, FINANCE OFFICER DO HEREBY CERTIFY THAT THE PROCEEDING ACCOUNTS HAVE BEEN CHECKED AND FOUND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

  
SUE L'HEUREUX, FINANCE OFFICER

\* Reimbursable expense

**TREASURER'S REPORT**

**August 2014**

BALANCE AS OF	July 2014	
RECEIPTS FOR PERIOD		\$619,368.94
INVESTMENTS RECEIPTS DURING PERIOD		\$118,167.79
INTEREST EARNED		\$0.00
CASH DISBURSEMENTS FOR PERIOD		(\$341,544.75)
INVESTED DURING PERIOD		\$0.00
	EFT(PERS retirement)	(\$17,094.28)
	EFT (payroll taxes)	(\$24,627.03)
	Bank fees	(\$513.82)
	Bank fees	(\$3.00)
		<b><u>\$353,753.85</u></b>

<b>BALANCE IN DEMAND ACCOUNTS</b>	
\$500.00 CHECKING	
\$353,253.85 SAVINGS	

<b>FUND DISTRIBUTION IN DEMAND ACCOUNTS</b>	
1 GENERAL	\$229,972.69
3 LAW ENFORCEMENT	\$53.16
5 TRAFFIC SAFETY	\$80,412.50
6 POST OFFICE	\$23,291.17
12 GAS TAX (2107)	(\$25,240.58)
25 STORM DRAIN	\$43,472.34
30 SURETY TRUST	\$72.75
40 LOMA SERENA LTG.	(\$172.40)
50 ROSE/ANDREWS LTG.	\$1,892.22
<b>TOTAL</b>	<b><u>\$353,753.85</u></b>

City of Monte Sereno  
Investment Accounts

Local Agency Investment Fund - Custodian

FUND	6/30/2014		Interest	7/31/2014		8/31/2014	
General	6,139,098.05		3,314.92	6,142,412.97	6,142,412.97		
Traffic Safety	100,000.00			100,000.00	100,000.00		
2107 GAS TAX	20,292.48		10.68	20,303.16	20,303.16		
Storm Drain	21,000.00			21,000.00	21,000.00		
Surety Trust	27,042.53			27,042.53	27,042.53		
Building Fund	0.00			0.00	0.00		
Loma Serena Ltg.	9,000.00			9,000.00	9,000.00		
<b>TOTAL</b>	<b>6,316,433.06</b>		<b>3,325.60</b>	<b>6,319,758.66</b>	<b>6,319,758.66</b>		

NOTES:

Interest is deposited directly to LAIF account.

This quarterly report is in compliance with the City's investment policy and demonstrates the City's ability to meet its expenditure requirements for the next six months.

Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)  
September 02,  
2014

CITY OF MONTE SERENO

FINANCE OFFICER  
18041 SARATOGA-LOS GATOS ROAD  
MONTE SERENO, CA 95030

PMA Average Monthly Yields

Account Number:  
98-43-561

Tran Type Definitions

August 2014 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	6,319,758.66
Total Withdrawal:	0.00	Ending Balance:	6,319,758.66

THE CITY OF MONTE SERENO  
REVENUES AND EXPENDITURES REPORT  
FOR THE MONTH OF  
AUGUST 2014  
(17 % of FY)

REVENUES	ACCOUNT NUMBER	BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET
<b>PROPERTY TAX</b>					
Secured	01 202	1,136,765.00	0.00	0.00	0.00%
Unsecured	01 204	64,000.00	0.00	0.00	0.00%
Homeowners Exemption SB 813	01 210 01 214	5,454.00 15,000.00	0.00 1,290.57	0.00 1,290.57	0.00% 8.60%
<b>TOTAL PROPERTY TAX</b>		<b>1,221,219.00</b>	<b>1,290.57</b>	<b>1,290.57</b>	<b>0.11%</b>
<b>REAL PROPERTY TAX</b>					
Real Prop Trans	01 222	45,000.00	5,241.50	5,241.50	11.65%
<b>TOTAL REAL PROP. TAX</b>		<b>45,000.00</b>	<b>5,241.50</b>	<b>5,241.50</b>	<b>11.65%</b>
<b>LICENSES AND PERMITS</b>					
Business Lic.	01 232	38,000.00	3,835.00	20,935.00	55.09%
Construction Tax	01 234	34,000.00	1,182.18	1,501.44	4.42%
Construction Permits	01 236	295,000.00	22,281.99	36,459.49	12.36%
Grading Permits	01 237	26,000.00	2,263.00	3,943.00	15.17%
Subdivision Fee	01 240	15,000.00	0.00	0.00	0.00%
Zoning Fees	01 242	60,000.00	13,427.30	13,627.30	22.71%
Encroachments	01 244	12,000.00	175.00	175.00	1.46%
Road Impact fees	01 246	85,000.00	4,648.44	6,872.40	8.09%
<b>TOTAL LICENSE &amp; PERMITS</b>		<b>565,000.00</b>	<b>47,812.91</b>	<b>83,513.63</b>	<b>14.78%</b>
<b>FRANCHISE TAX</b>					
Gas	01 262	14,000.00	0.00	0.00	0.00%
Electricity	01 263	43,215.00	0.00	0.00	0.00%
Water	01 264	20,000.00	0.00	0.00	0.00%
Refuse	01 266	109,000.00	22,494.89	22,494.89	20.64%
Recycle HHW & JPA fees	01 267	13,000.00	1,218.28	1,218.28	9.37%
Cable TV	01 268	60,000.00	0.00	0.00	0.00%
<b>TOTAL FRANCHISE TAX</b>		<b>259,215.00</b>	<b>23,713.17</b>	<b>23,713.17</b>	<b>9.15%</b>
Interest - General	01 282	15,000.00	0.00	0.00	0.00%
<b>TOTAL INTEREST</b>		<b>15,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>MISCELLANEOUS</b>					
Horticultural/Arborist Service	01 284	500.00	0.00	0.00	0.00%
Merchant Credit service fee	01 286	1,600.00	184.59	482.85	30.18%
AB939	01 287	1,645.00	0.00	0.00	0.00%
AVASA	01 288	1,800.00	0.00	0.00	0.00%
BCJPIA/State fund Ins. rebate	01 290	2,000.00	0.00	0.00	0.00%
Microfilm Fee	01 291	7,335.00	709.00	1,014.00	13.82%
Miscellaneous	01 292	1,000.00	75.00	75.00	7.50%
Alarm Soundings	01 293	400.00	0.00	0.00	0.00%
Reimb. Publication	01 294	500.00	22.05	32.80	6.56%
Debt Collection	01 295	0.00	0.00	0.00	N/A
General Fund Reserve transfer	01 xxx	115,688.00	0.00	0.00	0.00%
<b>TOTAL MISCELLANEOUS</b>		<b>132,468.00</b>	<b>990.64</b>	<b>1,604.65</b>	<b>1.21%</b>



THE CITY OF MONTE SERENO  
REVENUES AND EXPENDITURES REPORT  
FOR THE MONTH OF  
AUGUST 2014  
(17 % of FY)

REVENUES	ACCOUNT NUMBER		BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET
<b>STATE SUBVENTION</b>						
Sales and UseTax	01	296	10,500.00	1,117.48	2,009.91	19.14%
Misc. (Bev.recycle)	01	305	5,000.00	5,000.00	5,000.00	100.00%
<b>TOTAL STATE SUBVENTION</b>			<b>15,500.00</b>	<b>6,117.48</b>	<b>7,009.91</b>	<b>45.23%</b>
<b>LAW ENFORCEMENT</b>						
Law Enforcement Tax	03	316	183,150.00	0.00	0.00	0.00%
Miscellaneous/COPS grant	03	318	100,000.00	0.00	0.00	0.00%
<b>TOTAL LAW ENFORCEMENT</b>			<b>283,150.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>TRAFFIC SAFETY</b>						
Traffic Safety	05	322	13,000.00	0.00	0.00	0.00%
Misc(Safe routes state grant)	05	323	0.00	0.00	0.00	N/A
Traffic Safety Reserve transfer	05	xxx	0.00	0.00	0.00	N/A
<b>TOTAL TRAFFIC SAFETY</b>			<b>13,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>GAS TAX</b>						
Gas Tax	12	328	90,000.00	0.00	11,881.78	13.20%
Gas Tax Interest	12	332	150.00	10.68	10.68	7.12%
Misc ( Street rehab fed grant)	12	333	250,000.00	0.00	0.00	0.00%
Gas Tax reserver transfer	12	xxx	0.00	0.00	0.00	N/A
<b>TOTAL GAS TAX</b>			<b>340,150.00</b>	<b>10.68</b>	<b>11,892.46</b>	<b>3.50%</b>
<b>STORM DRAIN FEES</b>						
Storm drain dev fees	25	352	8,000.00	0.00	0.00	0.00%
Clean water program lease	25	353	13,140.00	2,140.00	2,140.00	16.29%
Storm Drain maintenance/Administration	25	354	22,470.00	0.00	0.00	0.00%
Storm drain transfer	25	xxx	0.00	0.00	0.00	N/A
<b>TOTAL STORM DRAIN FEES</b>			<b>43,610.00</b>	<b>2,140.00</b>	<b>2,140.00</b>	<b>4.91%</b>

THE CITY OF MONTE SERENO  
REVENUES AND EXPENDITURES REPORT  
FOR THE MONTH OF  
AUGUST 2014  
(17 % of FY)

<b>REVENUES</b>	<b>ACCOUNT</b>		<b>BUDGET</b>	<b>CURRENT</b>	<b>YTD</b>	<b>% OF</b>
	<b>NUMBER</b>			<b>PERIOD</b>	<b>ACTUAL</b>	<b>BUDGET</b>
LOMA SERENA						
Secured	40	366	1,800.00	0.00	0.00	0.00%
Unsecured	40	368	140.00	0.00	0.00	0.00%
Homeowner Exempt/SB813	40	378	30.00	2.92	9.40	31.33%
TOTAL LOMA SERENA			1,970.00	2.92	9.40	0.48%
ROSE/ANDREWS						
Secured	50	402	984.00	0.00	0.00	0.00%
TOTAL ROSE/ANDREWS			984.00	0.00	0.00	0.00%
Post Office Revenue	06	270	16,000.00	1,030.80	2,010.77	12.57%
TOTAL			16,000.00	1,030.80	2,010.77	12.57%
TOTAL REVENUES			2,952,266.00	88,350.67	138,426.06	4.69%
<b>EXPENDITURES</b>						
CITY ATTORNEY						
Retainer	01	425	64,449.00	5,370.75	10,741.50	16.67%
Litigation	01	427	75,000.00	3,773.00	3,773.00	5.03%
Mtg. Trv. Prot.	01	435	500.00	150.15	150.15	30.03%
TOTAL CITY ATTORNEY			139,949.00	9,293.90	14,664.65	10.48%
CITY AUDIT						
Audit	01	470	28,000.00	0.00	0.00	0.00%
Gas Tax Audit	12	472	1,800.00	0.00	0.00	0.00%
Misc/Bank charges	01	480	3,500.00	513.82	839.74	23.99%
TOTAL CITY AUDIT			33,300.00	513.82	839.74	2.52%

THE CITY OF MONTE SERENO  
REVENUES AND EXPENDITURES REPORT  
FOR THE MONTH OF  
AUGUST 2014  
(17 % of FY)

EXPENSES	ACCOUNT NUMBER	BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET
<b>GENERAL GOVERNMENT</b>					
Council Trvl, Mtgs, Protocol	01 505	20,000.00	130.00	235.57	1.18%
Council Membership	01 515	7,500.00	0.00	4,967.00	66.23%
Elections	01 520	52,000.00	0.00	0.00	0.00%
Municipal Code Revision	01 521	3,000.00	244.47	244.47	8.15%
Environmental Svcs	01 522	15,000.00	6,242.00	6,352.90	42.35%
Professional Svcs	01 535	45,000.00	1,200.00	1,200.00	2.67%
Insurance & Bonding	01 540	60,000.00	0.00	58,008.00	96.68%
Code Enforcement	01 545	16,000.00	2,980.00	2,980.00	18.63%
Community Assist.	01 550	15,000.00	1,000.00	11,000.00	73.33%
Emergency Svcs	01 555	17,800.00	0.00	0.00	0.00%
Legal Ads	01 565	200.00	102.00	102.00	51.00%
General Plan Revise	01 570	37,000.00	8,235.00	8,235.00	22.26%
Misc/Refunds	01 575	200.00	0.00	0.00	0.00%
Sales Tax	01 576	100.00	23.00	23.00	23.00%
Animal Control	01 585	24,120.00	0.00	6,030.00	25.00%
<b>TOTAL GEN. GOVERNMENT</b>		<b>312,920.00</b>	<b>20,156.47</b>	<b>99,377.94</b>	<b>31.76%</b>
<b>PERSONNEL</b>					
Reg Full Time	01 605	684,864.00	71,940.43	128,217.50	18.72%
Part Time	01 615	27,095.00	2,257.71	4,445.95	16.41%
Ltdi Lif Ins	01 620	10,740.00	953.76	1,907.52	17.76%
Rtrmnt Employer	01 625	110,353.00	11,419.83	20,418.23	18.50%
Rtrmnt Employee	01 627	49,837.00	5,193.87	9,286.42	18.63%
Health Insurance	01 630	53,155.00	4,592.35	9,209.42	17.33%
Dental Insurance	01 635	5,961.00	695.52	894.24	15.00%
Workers Comp	01 642	12,856.00	719.51	1,736.75	13.51%
Social Security	01 645	47,292.00	4,505.28	8,378.44	17.72%
Medicare	01 647	11,060.00	1,134.51	2,040.33	18.45%
Unemployment	01 650	0.00	0.00	0.00	N/A
Tuition Reimb	01 655	0.00	0.00	0.00	N/A
Deferred Compensation	01 660	12,322.00	846.31	1,709.62	13.87%
Benefits Allowance	01 665	19,297.00	1,597.91	3,139.82	16.27%
<b>TOTAL PERSONNEL</b>		<b>1,044,832.00</b>	<b>105,856.99</b>	<b>191,384.24</b>	<b>18.32%</b>

THE CITY OF MONTE SERENO  
REVENUES AND EXPENDITURES REPORT  
FOR THE MONTH OF  
AUGUST 2014  
(17% of FY)

EXPENSES	ACCOUNT NUMBER	BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET
<b>ADMINISTRATION</b>					
Off Utilities	01 705	8,000.00	1,056.29	1,156.29	14.45%
Off Supplies	01 710	7,000.00	286.13	286.13	4.09%
Postage	01 711	4,000.00	3,000.00	3,000.00	75.00%
Off Equip Maintenance	01 715	6,000.00	65.37	1,950.02	32.50%
Communications	01 720	14,000.00	504.02	1,653.10	11.81%
Reproduction/Printing	01 725	6,000.00	2,486.20	2,768.81	46.15%
Mtgs/Trvl/Mileage reimb.	01 740	21,000.00	1,742.30	3,426.63	16.32%
Pubs/Books/Membership	01 745	7,000.00	0.00	1,911.44	27.31%
Contract Services	01 765	134,000.00	1,321.50	1,321.50	0.99%
Training	01 770	5,000.00	0.00	0.00	0.00%
Miscellaneous	01 775	0.00	0.00	0.00	N/A
Horticultural/Arborist Services	01 885	500.00	0.00	0.00	0.00%
City Mngrs Revolving	01 999	3,000.00	0.00	0.00	0.00%
<b>TOTAL ADMINISTRATION</b>		<b>215,500.00</b>	<b>10,461.81</b>	<b>17,473.92</b>	<b>8.11%</b>
<b>EQUIPMENT/IMPROVEMENTS</b>					
Office	01 805	4,020.00	1,075.12	1,075.12	26.74%
Field	01 810	200.00	0.00	0.00	0.00%
Computer, Hard/Software	01 811	15,000.00	699.00	1,051.51	7.01%
Building Improvements	01 815	7,000.00	0.00	0.00	0.00%
<b>TOTAL EQUIP./IMPROV.</b>		<b>26,220.00</b>	<b>1,774.12</b>	<b>2,126.63</b>	<b>8.11%</b>
<b>LAW ENFORCEMENT</b>					
Police Services	03 545	563,771.00	0.00	0.00	0.00%
Booking & CAL-ID	03 546	60.00	0.00	0.00	0.00%
Disburse COPS grant	03 548	100,000.00	0.00	0.00	0.00%
<b>TOTAL LAW ENFORCEMENT</b>		<b>663,831.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>BUILDING MAINTENANCE</b>					
Building & Ground Maint	01 860	15,000.00	208.00	1,723.00	11.49%
Building & Ground Const	01 920	0.00	0.00	0.00	N/A
<b>TOTAL BUILDING MAINTENANCE</b>		<b>15,000.00</b>	<b>208.00</b>	<b>1,723.00</b>	<b>11.49%</b>
<b>MAINTENANCE</b>					
Street Maint.&Repair	12 845	50,000.00	0.00	0.00	0.00%
Storm Drain Maintenance	25 850	10,000.00	0.00	0.00	0.00%
Clean Water Program Administration	25 805	25,000.00	14,000.00	14,000.00	56.00%
Street Sweeping	12 865	7,000.00	0.00	0.00	0.00%
Traffic Safety	05 870	10,000.00	335.72	335.72	3.36%
Traffic Safety projects	05 915	0.00	0.00	0.00	N/A
Congestion Management	12 875	2,000.00	0.00	0.00	0.00%
<b>TOTAL MAINTENANCE</b>		<b>104,000.00</b>	<b>14,335.72</b>	<b>14,335.72</b>	<b>13.78%</b>
<b>CONSTRUCTION</b>					
Gen Fund Road Project	01 905	0.00	0.00	0.00	N/A
Road Project (Street rehab&Hwy9)	12 905	300,000.00	196,872.63	196,872.63	65.62%
Traffic Safety	05 905	0.00	0.00	0.00	N/A
Storm Drain Project	25 910	0.00	0.00	0.00	N/A
<b>TOTAL CONSTRUCTION</b>		<b>300,000.00</b>	<b>196,872.63</b>	<b>196,872.63</b>	<b>65.62%</b>

THE CITY OF MONTE SERENO  
REVENUES AND EXPENDITURES REPORT  
FOR THE MONTH OF  
AUGUST 2014  
(17 % of FY)

EXPENSES	ACCOUNT		BUDGET	CURRENT	YTD	% OF
	NUMBER			PERIOD	ACTUAL	BUDGET
SPECIAL DISTRICTS						
Post Office Expense	06	580	4,000.00	1,500.24	1,885.12	47.13%
Payroll	06	606	25,365.00	2,146.32	4,195.08	16.54%
PERS	06	626	5,707.00	480.58	939.32	16.46%
Soc Sec	06	646	1,572.00	133.07	260.09	16.55%
Medicare	06	648	367.00	31.12	60.83	16.57%
Loma Serena Ltg	40	935	2,300.00	200.86	200.86	8.73%
Rose/Andrews	50	945	1,300.00	52.86	52.86	4.07%
TOTAL SPECIAL DISTRICTS			40,611.00	4,545.05	7,594.16	18.70%
TOTAL EXPENDITURES			2,896,163.00	364,018.51	546,392.63	18.87%

**REPORT TO MONTE SERENO CITY COUNCIL  
2013 Street Rehabilitation Project Construction Contract Completion**

**RECOMMENDATION**

Adopt Resolution accepting for the City's maintenance the improvements completed under the aforementioned contract and authorizing the staff to file a Notice of Completion.

**BACKGROUND**

The City awarded the construction contract for the 2013 Street Rehabilitation Project to the lowest responsible bidder, G. Bortolotto & Co. of San Carlos, California in the total bid amount of \$226,809.61 on June 17, 2014. The contractor has completed the contract required improvements for a total cost of \$213,202.77. The final cost is lower than the bid amount because in-place quantities of certain bid items are lower than the initial contract estimates and no work was required for one bid item (electrical vault).

The contract work was completed within a three week period ending July 28<sup>th</sup> through efficient scheduling. The "As-Built" records, certified pay-rolls and other contract required documents were submitted shortly thereafter. The affected residents were provided written notices immediately before the work started. Access to each property and through traffic was maintained during most of the construction period. The area residents and road users gracefully accepted the construction related inconveniences. The project inspector and material testing engineer have submitted satisfactory quality control reports.

This project included excavation and repair of damaged sections and hot-mix asphalt concrete overlay on the federal aid eligible street segments as follows:

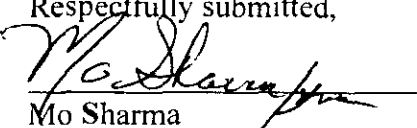
- Andrews Avenue – Rose Avenue to City Limits
- Rose Avenue – Highway 9 to Rose Court
- Daves Avenue – Poppy Lane to Carril Court

**FISCAL ANALYSIS**

The City's approved budget has allocated sufficient funds for the project construction, inspections, testing and other related costs. The City is eligible to receive reimbursement of up to 88% of these costs from the Federal Highway (ARRA) grant program.

The Staff recommends the City Council adopt the attached Resolutions.

Respectfully submitted,

  
Mo Sharma  
City Engineer

Attachments:

1. Resolutions accepting the improvements completed by the contractor for the 2013 Street Rehabilitation Project.

**RESOLUTION NO. 3571**

**A RESOLUTION OF THE MONTE SERENO CITY COUNCIL  
ACCEPTING THE IMPROVEMENTS COMPLETED UNDER THE 2013 STREET  
REHABILITATION PROJECT CONTRACT AND ACCEPTING THE CITY'S  
MAINTENANCE OF THOSE IMPROVEMENTS**

**RESOLVED**, by the City Council of the City of Monte Sereno, County of Santa Clara, State of California, that

**WHEREAS**, the City has awarded a construction contract for the 2013 Street Rehabilitation project to the lowest responsible bidder, G. Bortolotto & Co. of San Carlos, California (Contractor) on June 17, 2014 in the total bid amount of \$226,809.61; and

**WHEREAS**, the City Engineer has reported that Contractor has satisfactorily completed the contract required improvements for a total cost of \$213,202.77 and has submitted the required construction records; and

**WHEREAS**, the City Engineer recommends acceptance of the completed improvements for the City's maintenance; and

**WHEREAS**, sufficient funds were allocated in the City's approved budget for the construction related costs for this project.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND RESOLVED, AS  
FOLLOWS:**

The City Council of the City of Monte Sereno, County of Santa Clara, State of California, hereby accepts for the City's maintenance improvements completed under the 2013 Street Rehabilitation contract and authorizes the staff to file a Notice of Completion.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Monte Sereno this 16<sup>th</sup> day of September, 2014 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

BY: \_\_\_\_\_  
Burton Craig, MAYOR  
City of Monte Sereno

ATTEST:

\_\_\_\_\_  
Andrea M. Chelemengos  
CITY CLERK  
City of Monte Sereno

**FIRST AMENDMENT TO THE COUNTY OF SANTA CLARA INFORMATION SERVICES  
DEPARTMENT DATA SHARING AND WEB HOSTING AGREEMENT**

This is the First Amendment to the Agreement is entered into this day of \_\_\_\_\_, 2014 by the City of Monte Sereno ("City") and the County of Santa Clara a political subdivision of the State of California ("County").

**RECITALS**

WHEREAS, on July 29, 2010 CITY and COUNTY entered into an agreement entitled "THE COUNTY OF SANTA CLARA INFORMATION SERVICES DEPARTMENT DATA SHARING AND WEB HOSTING AGREEMENT; and

WHEREAS, CITY and COUNTY desire to amend the AGREEMENT to allow the agreement to be extended indefinitely subject to termination by either party with thirty (30) day notice;

NOW, THEREFORE, the parties agree to amend the AGREEMENT as follows:

**SECTION 1.** SECTION 3, "TERM OF AGREEMENT" is amended to read as follows:

"The Effective Date of this AGREEMENT shall be the date that it has been executed by both the County of Santa Clara and the City Monte Sereno. The AGREEMENT shall continue in effect until either the CITY or COUNTY terminates this AGREEMENT for any reason on thirty (30) days written notice to the other party."

**SECTION 2.** All of the other terms and conditions of the original AGREEMENT not modified by this First Amendment shall remain in full force and effect.

COUNTY OF SANTA CLARA

\_\_\_\_\_  
JOYCE WING, CIO  
Information Services Department  
Date: \_\_\_\_\_

MONTE SERENO

\_\_\_\_\_  
BRIAN LOVEHTHAL  
City Manager,  
Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
ROBERT A. NAKAMAE  
Deputy County Counsel  
Date: \_\_\_\_\_



**THE COUNTY OF SANTA CLARA  
INFORMATION SERVICES DEPARTMENT  
DATA SHARING AND WEB HOSTING AGREEMENT**

**1. RECITALS**

- a. This Data Sharing and Web Hosting Agreement ("Agreement") is entered into between the County of Santa Clara, a political subdivision of the State of California acting by and through its Information Services Department ("County") and the City of Monte Sereno, public entity located at 18041 Saratoga-Los Gatos Road, Monte Sereno, CA 95030 ("City").
- b. County desires to allow City access to **COUNTY DATA SERVICES** in accordance with the terms and conditions set forth in this Agreement.
- c. City desires to allow County access to **CITY PLANNING DATA** in accordance with the terms and conditions set forth in this Agreement.
- d. It is the intent of the parties to this Agreement that County and City shall retain all rights of ownership in their respective Proprietary Information, as specified more fully in this Agreement.
- e. County desires to allow the City access to the County's Web Hosted GIS Browser to access the County Data Service in accordance with the terms and conditions set forth in this Agreement.
- f. Now, therefore, in consideration of the foregoing premises and the covenants and obligations set forth in this Agreement, the parties hereby agree as follows:

**2. DEFINITIONS**

- a. "**COUNTY DATA SERVICES**" means those data defined in Attachment 1 of this agreement.
- b. "**CITY PLANNING DATA**" means those data defined in Attachment 1 of this agreement.
- c. "**Derivatives**" means all works created by City which are based on or added to **COUNTY DATA SERVICES** or are incorporated into all or part of **COUNTY DATA SERVICES**, including, but not limited to, a revision, modification, translation, abridgement, condensation, expansion, collection, compilation or any other form of or based on **COUNTY DATA SERVICES**, or all works created by County which are based on or added to **CITY PLANNING DATA** or are incorporated into all or part of **CITY PLANNING DATA**, including, but not limited to, a revision, modification, translation, abridgement, condensation, expansion, collection, compilation or any other form of or based on **CITY PLANNING DATA**.
- d. "**Documentation**" means all manuals, user documentation and other related materials pertaining to **COUNTY DATA SERVICES** which are furnished to City by County to assist in interpreting and utilizing the information contained in **COUNTY DATA SERVICES**, all manuals, user documentation and other related materials pertaining to **CITY PLANNING DATA** which are furnished to County by to City assist in interpreting and utilizing the information contained in **CITY PLANNING DATA**.

- e. "Effective Date" of the Agreement is the date that the last party executes this Agreement.
- f. "Proprietary Information" means all information received by a party hereto pursuant to this Agreement. In particular, Proprietary Information shall be deemed to include, but is not limited to, COUNTY DATA SERVICES, CITY PLANNING DATA, Documentation, products, patents, any patent applications, copyrights, trademarks, trade secrets, inventions, ideas, samples, processes, formulas, financial or personnel information, future development engineering, work in process, marketing, servicing, sales, suppliers, clients, or customers, whether in oral, written, graphic, or electronic form.
- g. "Web Hosted GIS Browser" means a mapping software application accessible via the internet to be used to access the County's GIS Map and Data Services as specified in Attachment 1: Data Exchanged, County Data Services.

### **3. TERM OF AGREEMENT**

- a. This Agreement shall take effect upon the Effective Date.
- b. This Agreement will continue for one (1) year from the Effective Date unless terminated according to provisions of this Agreement.
- c. All amendments to this Agreement must be in writing and approved by the appropriate authorized representatives of each party.

### **4. DATA ACCESS**

- a. County is the owner of COUNTY DATA SERVICES, Documentation (including any corrections, enhancements, updates or other modifications) and all proprietary rights, including but not limited to patent, copyright, trade secret, trademark and other Proprietary Information.
- b. City is the owner of CITY PLANNING DATA, Documentation (including any corrections, enhancements, updates or other modifications) and all proprietary rights, including but not limited to patent, copyright, trade secret, trademark and other Proprietary Information.
- c. County hereby grants City the right to access COUNTY DATA SERVICES, subject to the terms and conditions of this Agreement. This is not an agreement for sale.
- d. City hereby grants County the right to access CITY PLANNING DATA, subject to the terms and conditions of this Agreement. This is not an agreement for sale.
- e. Nothing in this Agreement grants the City or County the right to reproduce, market, distribute, disclose, sublicense, assign, disassemble, decompile, reverse engineer, alter, maintain, enhance, revise, modify, resell, loan, rent, lease or sublease, donate or share, or otherwise transfer COUNTY DATA SERVICES, the Documentation or Derivatives.
- f. Nothing in this Agreement grants the City or County the right to reproduce, market, distribute, disclose, sublicense, assign, disassemble, decompile, reverse engineer, alter, maintain, enhance, revise, modify, resell, loan, rent, lease or sublease, donate or share, or otherwise transfer CITY PLANNING DATA, the Documentation or Derivatives
- g. With the exception of the AIMS Data, both parties may create Derivatives- and

- shall own any Derivatives it creates.
- h. City shall not create Derivatives from the AIMS Data without the prior, express written consent of County. The City shall be able to use AIMS Data internally and to create mailing lists.
  - i. Both parties may use said Derivatives for any internal use. Both parties may not use the Derivatives for any commercial use without the prior, express written consent of the other party.
  - j. County retains all rights not expressly granted in this Agreement. Nothing in this Agreement constitutes a waiver of County's rights under U.S. Copyright laws or any other federal, state or local laws.

#### **5. DELIVERY, INSTALLATION, DATA CONVERSION, AND ACCEPTANCE**

- a. County will deliver COUNTY DATA SERVICES to City in one of County's delivery methods, unless otherwise agreed to in writing within 45 day of execution of the agreement.
- b. City shall be solely responsible for installation of COUNTY DATA SERVICES and any data conversion, data entry, or verification of data.
- c. COUNTY DATA SERVICES shall be deemed accepted by City upon delivery.
- d. City will deliver CITY PLANNING DATA to County in one of City's delivery methods, unless otherwise agreed to in writing.
- e. County shall be solely responsible for installation of CITY PLANNING DATA and any data conversion, data entry, or verification of data.
- f. CITY PLANNING DATA shall be deemed accepted by County upon delivery.

#### **6. MAINTENANCE, UPDATES AND MODIFICATIONS**

- a. County maintains COUNTY DATA SERVICES and all updates thereto for its own convenience.
- b. City agrees to notify County in writing of any errors found in COUNTY DATA SERVICES and to provide County with a copy of any corrections City has made.
- c. City maintains CITY PLANNING DATA and all updates thereto for its own convenience.
- d. City agrees to notify County in writing of any errors found in CITY PLANNING DATA and to provide County with a copy of any corrections City has made.

#### **7. PROTECTION OF DATABASE**

- a. Notice of Copyright
  - i. COUNTY DATA SERVICES are COPYRIGHTED BY THE COUNTY OF SANTA CLARA. This work is protected under United States Copyright Law and other International copyright treaties and conventions. The parties hereto agree that COUNTY DATA SERVICES are County's Proprietary Information, intellectual property and trade secrets, whether or not any portion thereof is or may be validly copyrighted or patented.
  - ii. City agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality, or other proprietary notice on COUNTY DATA SERVICES or on the visual output, including, but not limited to, any such notices displayed to the user during the operation of

COUNTY DATA SERVICES and any such notices in the Documentation, and agrees to reproduce and include the same on each COUNTY DATA SERVICES or any portion thereof.

- iii. All maps and printouts must clearly state the following notice of copyright:
  - (1) "Reproduced with permission granted by County of Santa Clara, (publication date) County of Santa Clara (County seal).
  - (2) Copyright (current year), County of Santa Clara, all rights reserved," or for lack of space, just c (with small circle around it) current year.

b. Ownership

- i. City further acknowledges and agrees that COUNTY DATA SERVICES in any form provided by County or Derivatives made by County and any copies thereof, including, without limitation, all portions of products that are copied from or based on COUNTY DATA SERVICES, are the sole property of County.
- ii. County further acknowledges and agrees that CITY PLANNING DATA in any form provided by City or Derivatives made by City and any copies thereof, including, without limitation, all portions of products that are copied from or based on CITY PLANNING DATA, are the sole property of City.
- iii. City has no right, title, or interest to said portions of COUNTY DATA SERVICES or Documentation or any copies of any of the foregoing.
- iv. County has no right, title, or interest to said portions of CITY PLANNING DATA or Documentation or any copies of any of the foregoing.
- v. All copyrights associated with COUNTY DATA SERVICES and all other rights thereto not specifically granted to the City in this Agreement are reserved by County. Nothing contained in this Agreement shall be construed as conferring any license or right with respect to any copyright, trademark, trade name, brand name, or other intellectual property of the County.
- vi. All copyrights associated with CITY PLANNING DATA and all other rights thereto not specifically granted to the County in this Agreement are reserved by City. Nothing contained in this Agreement shall be construed as conferring any license or right with respect to any copyright, trademark, trade name, brand name, or other intellectual property of the City.
- vii. Except as otherwise required by applicable law, City shall keep COUNTY DATA SERVICES, Derivatives, Documentation, or any other County Proprietary Information in strict confidence, using the same standard of care as it does with respect to its own Proprietary Information, but in no event less than a reasonable degree of care. City shall also incorporate the terms and conditions of Section 3 and Section 9 into confidentiality agreements with its employees or contractors who may have access to COUNTY DATA SERVICES, Derivatives, Documentation, or any other County Proprietary Information.
- viii. Except as otherwise required by applicable law, County shall keep CITY PLANNING DATA Derivatives, Documentation, or any other City

Proprietary Information in strict confidence, using the same standard of care as it does with respect to its own Proprietary Information, but in no event less than a reasonable degree of care. County warrants that it has incorporated the terms and conditions of Section 3 and Section 9 into confidentiality agreements with its employees or contractors who may have access to CITY DATA SERVICES, Derivatives, Documentation, or any other CITY Proprietary Information.

## **8. CONFIDENTIALITY AND INJUNCTIVE RELIEF**

- a. Maintenance of Proprietary Information
  - i. Except as otherwise required by applicable law, each party agrees to keep confidential all Proprietary Information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof, in the same manner in which it protects the confidentiality of similar information and data of its own, but in no event less than a reasonable degree of care in the protection of Proprietary Information.
- b. Non-Proprietary Information
  - i. Proprietary Information shall not include any information which:
    - (1) Is now, or hereafter becomes, through no act or failure to act on the part of the receiving party in breach hereof, generally known or available;
    - (2) Is known by the receiving party at the time of receiving such information, as evidenced by written records;
    - (3) Is hereafter furnished to receiving party by a third party, as a matter of right and without restriction on disclosure;
    - (4) Is independently developed by receiving party without any breach of this Agreement; or
    - (5) Is the subject of a written permission to disclose provided by disclosing party.

## **9. WEB HOSTED GIS BROWSER SERVICES**

- a. Web Hosted GIS Browser Services to be provided by County include a mapping software application accessible via the internet to be used to access the County's GIS Map and Data Services as specified in Attachment 1: Data Exchanged, County Data Services.
- b. The fee for this service is one thousand dollars (\$1000.00) with one thousand dollars (\$1,000.00) paid on the initial signing. The County and City agree to meet and confer thirty (30) days prior to the annual renewal date of this Agreement to determine the actual cost to the County for providing the City with access to the Web Hosted GIS Browser Services, and to negotiate in good faith to determine the cost for the next renewal period.
- c. City shall be solely responsible for providing, updating, uploading and maintaining all material hosted by County.
- d. County agrees to generally provide access to the Web Hosted GIS Browser Services to the City 24 hours a day, 7 days a week, 365 days a year, but makes no claims regarding the system's reliability or availability. County will provide support for the Web Hosted GIS Browser Services upon the execution of this

Agreement through the term of the agreement, Monday through Friday except County scheduled holidays, from the hours of 8 A.M. and 5 P.M. The County will advise the City of any scheduled downtime at least twenty-four (24) hour in advance.

- e. City represents that its staff that will use the Web Hosted GIS Browser and related GIS Map and Data Services will comply with the terms of Attachment 2: Access Security Statement and staff will complete and comply with the Attachment 3: Information Technology User Responsibility Statement and Instructions.
- f. City represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, City is the exclusive owner of all rights, title and interest in the material provided by City to County. City shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorneys fees) by a third party alleging the material provided by City to County infringes upon any intellectual property rights of third parties.
- g. County represents and warrants for the benefit of the City and its users that, to its knowledge, as of the effective date of this Agreement, County is the exclusive owner of all rights, title and interest in the material provided by County to City. County shall defend, indemnify and hold the City harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorneys fees) by a third party alleging the material provided by County to City infringes upon any intellectual property rights of third parties.

## **10. WARRANTY**

- a. Limited Warranty
  - i. County represents and warrants to City that COUNTY DATA SERVICES will perform substantially as described in County's Documentation for COUNTY DATA SERVICES as of the Effective Date for a period of ninety (90) days from the date of delivery. Should County be in breach of its representation and warranty under this Section, County's entire liability and City's exclusive remedy shall be return of COUNTY DATA SERVICES to County in exchange for a replacement of COUNTY DATA SERVICES.
  - ii. This Limited Warranty shall only apply if City provides written notice of breach to County within the warranty period.
  - iii. Any replacement COUNTY DATA SERVICES will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.
  - iv. COUNTY DATA SERVICES will be recorded with the effective date of that version. The warranty applies only to the recorded version of COUNTY DATA SERVICES issued, not to altered versions. Any reported defect must be documented with the recorded version of the Database issued to City. If the reported defect cannot be duplicated, or the reported defect is due to City's alterations to the software or data, the City shall be liable for County's time and materials expended in the discovery and correction process.
  - v. County represents and warrants that it will perform the Web GIS Browser

and Hosting Services in a workmanlike manner and with a reasonable degree of professional care and diligence. The Web GIS Browser and Hosting Services will reasonably conform to the provisions of this Agreement.

- b. Disclaimer of Warranties
  - i. THE LIMITED WARRANTY SET FORTH IN SECTION A IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.
  - ii. The warranty stated in Section A above is the sole and the exclusive warranty offered by County. County makes no other warranties of any kind respecting COUNTY DATA SERVICES, Web GIS Browser Hosting Services, Documentation or services provided hereunder, either express or implied, including but not limited to any warranty of design, quality, accuracy, data integrity, lack of viruses, bugs, worms, back doors, and Trojan horse computer programs, completeness, performance, of merchantability, or of fitness for a particular purpose, even if County has been informed of such purpose.
  - iii. No agent or employee of County is authorized to alter or exceed the warranty obligations of County as set forth herein.
  - iv. City agrees to take COUNTY DATA SERVICES "as is."
- c. Limitation of Liability
  - i. Neither party shall be liable to the other for loss-of-profit, indirect, incidental, consequential, liquidated, exemplary, or punitive damages arising out of this Agreement.
  - ii. Any provision herein to the contrary notwithstanding, the maximum liability of City or County to any person, firm, or corporation whatsoever arising out of or in connection with Web Hosting Services, or any use, or other employment of COUNTY DATA SERVICES delivered to City or County hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort, or otherwise, shall in no case exceed the actual fee paid by either party in the twelve (12) preceding months.

## 11. TERMINATION

- a. Either party may in its sole discretion terminate this Agreement in whole but not in part by providing thirty (30) days written notice to the other party.
- b. Upon termination or expiration of this Agreement, City shall cease and desist all use of COUNTY DATA SERVICES, and City shall deliver to County within ten (10) days of termination all full or partial copies of COUNTY DATA SERVICES and Documentation and any variations thereof. County shall also return all Web GIS Browser Hosting Service material to City within ten (10) days of termination or expiration of this Agreement.

## 12. INDEMNITY

- a. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the

Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the County and City agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

- b. If either party contends that all or any portion of that party's writings (as defined by the California Public Records Act ("CPRA")) are confidential or proprietary material and exempt from CPRA, the party asserting that the documents are confidential or proprietary shall provide the other party with a written description of said documents, and the basis of the claim that the writings are confidential or proprietary. If either party receives a California Public Records Act ("CPRA") request for information in whole or in part contained in the Web Hosted GIS Browser Services that has been previously identified via written communication to the other party as confidential or proprietary material and exempt from CPRA, the party receiving the request shall notify the other party in writing within one business day of receipt of said request. Unless the party that initially asserted that the writings are confidential or proprietary authorizes the release of those writings, the party that received the request shall timely deny the request in accordance with the applicable provisions of the CPRA, unless the applicable law clearly requires that the writings be released. The party that initially asserted that the writings are confidential or proprietary shall fully defend, indemnify and hold the other party harmless against any claim, action, or litigation, by a third party, or any liability or loss to such third party (including but not limited to all judgments, costs, fees and attorneys fees) that may result from compliance with this Section 11(b), regardless of any fault, comparative or otherwise, by the party receiving the CPRA request.
- c. The provisions of this section are intended to set forth the full and complete allocation of liability as between the parties for the matters described in this section, and no other rights of indemnity or contribution shall exist between the parties in law or equity.

### **13. MISCELLANEOUS PROVISIONS**

- a. Authority to Execute
  - i. By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted,



- executed this Agreement.
- b. Construction
    - i. This Agreement was drafted jointly by the parties. They intend that any legal principle favoring construction of language for or against the drafter in case of dispute does not apply to this Agreement.
  - c. Counterparts
    - i. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
  - d. Entire Agreement
    - i. This document and the referenced Exhibits represent the entire Agreement between the parties and supersedes all prior or contemporaneous oral or written communications, proposals, warranties, representations, contracts, or agreements with respect to the subject matter and prevails over any conflicting or additional terms of any quote, order, acknowledgment or similar communication between the parties during the term of this Agreement.
  - e. Force Majeure
    - i. Any delay in the performance by any party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond the reasonable control of the party affected, including but not limited to acts of God, governmental restrictions, fire, flood, earthquake, explosion, riots, wars, civil disorder, rebellion or sabotage.
    - ii. The party suffering such occurrence hereunder shall immediately notify the other party in writing.
    - iii. Any time for performance hereunder shall be extended by the actual time of delay caused by the occurrence.
  - f. Governing Law
    - i. Unless where preempted by Federal laws such as in Copyright Laws, this Agreement shall be enforced and interpreted under the laws of the State of California and the County of Santa Clara, without any regards to the conflict of law principles.
  - g. No Waiver
    - i. No delay or failure to require performance of any provision of the Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.
  - h. Non-Assignability
    - i. Neither the City nor the County shall assign or transfer this Agreement, or all or any part of its rights hereunder, by operation of law or otherwise, without the prior written consent of the other party.
    - ii. Any unauthorized assignment or transfer shall be null and void and shall constitute grounds for immediate termination of this Agreement. This Agreement shall inure to the benefit of and be binding upon any permitted successor or assignee.
  - i. Notice

- i. All notices, authorizations, and requests in connection with this Agreement shall be deemed given:
  - (1) Five (5) days after being deposited in the mail, postage prepaid, certified or registered, return receipt requested; or
  - (2) One (1) day after being sent by overnight courier, charges prepaid; and addressed as first set forth above or to such other address as the party to receive the notice or request so designates by written notice to the other; or
  - (3) Upon receipt, if by facsimile and receipt is electronically or actually acknowledged; or
  - (4) Upon receipt, if by hand delivery.
- ii. Each party may modify their address for delivery of written notices by providing the new address in writing to the other party.
  - (1) County:

Name: Joyce Wing, CIO  
 Address: Information Services Department  
 1555 Berger Drive, Building 2  
 San Jose, CA 95112

(2) City: City of Monte Serena  
 Name: Brian Leventhal  
 Address: 18041 Saratoga-Los Gatos Rd  
Monte Serena, CA  
95030

- j. Read and Understood
  - i. Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.
- k. Severability
  - ii. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect
- l. Survival
  - iii. The following sections of this Agreement shall survive termination of this Agreement for any reason: 2, 4 (a, b, e, f, g, h, i), 6, 7, 8, 9 (f, g), 10 11, 12, and 13.
- m. Venue
  - i. The parties to this Agreement hereby agree to submit to the exclusive jurisdiction of and venue in the courts of competent jurisdiction, federal or state, in the County of Santa Clara in any disputes related to or arising out of this Agreement.



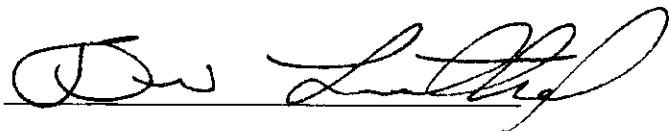
IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this Agreement as of the date first set forth below.

COUNTY OF SANTA CLARA

  
\_\_\_\_\_  
JOYCE WING, CIO  
Information Services Department

Date: 7/29/10

CITY OF MONTE SERENO


  
\_\_\_\_\_

Name of person signing: Brian Loventhal

Title of person signing: City Manager

Date: 7/23/10

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
ROBERT A. NAKAMAE  
Deputy County Counsel  
Date: 7/29/10

**Attachment 1: GIS Services Provided**

**County Map Services**

<b>Data Service</b>	<b>Owner</b>	<b>Description</b>	<b>Update Frequency</b>																							
Street Centerline	County of Santa Clara	GIS data within the City boundary of Monte Sereno plus a 300 foot buffer.	Actively Updated																							
Right-of-Way Boundaries	County of Santa Clara	GIS data within the City boundary of Monte Sereno plus a 300 foot buffer.	Actively Updated																							
Point Addresses	County of Santa Clara	GIS data within the City boundary of Monte Sereno plus a 300 foot buffer.	Actively Updated																							
County and Cities Political Boundaries	County of Santa Clara	GIS data consisting of the City boundary of Monte Sereno.	Changes as assigned by LAFCO																							
Assessor AIMS Data	County of Santa Clara	GIS data within the City boundary of Monte Sereno plus a 300 foot buffer.	Monthly																							
Assessor AIMS Data will include:																										
<table border="1"> <tr><td>APN</td></tr> <tr><td>Assessee</td></tr> <tr><td>Site Address</td></tr> <tr><td>Mailing Address</td></tr> <tr><td>Last Transfer Date</td></tr> <tr><td>Last Document No. (i.e. recorder's document number)</td></tr> <tr><td>Document type (i.e. Grant Deed)</td></tr> <tr><td>Use Code</td></tr> <tr><td>Tract Map number)</td></tr> <tr><td>Improvements Valuation</td></tr> <tr><td>Fixed Equipment Valuation</td></tr> <tr><td>Valuation of Land</td></tr> <tr><td>Valuation of Structures</td></tr> <tr><td>Personal Property</td></tr> <tr><td>Exemption Type</td></tr> <tr><td>Tax Area code (Tax Rate Area)</td></tr> <tr><td>Home Owner Exemption</td></tr> <tr><td>Total Rooms</td></tr> <tr><td>Bedrooms</td></tr> <tr><td>Bathrooms</td></tr> <tr><td>Number of Floors</td></tr> <tr><td>Lease SF</td></tr> <tr><td>Percent Office</td></tr> </table>				APN	Assessee	Site Address	Mailing Address	Last Transfer Date	Last Document No. (i.e. recorder's document number)	Document type (i.e. Grant Deed)	Use Code	Tract Map number)	Improvements Valuation	Fixed Equipment Valuation	Valuation of Land	Valuation of Structures	Personal Property	Exemption Type	Tax Area code (Tax Rate Area)	Home Owner Exemption	Total Rooms	Bedrooms	Bathrooms	Number of Floors	Lease SF	Percent Office
APN																										
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Valuation of Structures																										
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Tax Area code (Tax Rate Area)																										
Home Owner Exemption																										
Total Rooms																										
Bedrooms																										
Bathrooms																										
Number of Floors																										
Lease SF																										
Percent Office																										

RentalSF
Parcel in Acres
Usable SF
Building SF
Year Built
Eff Year Built
Building Class
Number of Units (Total Rooms)
Garage Code
Garage SF
1st Floor SF
2nd Floor SF
3rd Floor SF

**City Planning Data**

City Data Set	Owner	Description	Data Type	Update Frequency
Zoning	CITY	GIS zoning polygons and associated attributes	Shape File	Quarterly
General Plan Land Use	CITY	General Plan land use polygons and associated attributes	Shape File	Quarterly
Business License	CITY	Business license associated with an address	Tabular	Yearly
Building Permits	CITY	Building permit data associated with Assessor Parcel number and address	Tabular	Monthly
New Subdivision Construction Plans	CITY	New construction plans associated with new subdivision tracts and final subdivision and parcel maps that ultimately will be assigned an Assessor Parcel Number	CAD or GIS	Quarterly
Property Addresses	CITY	Individual addresses for property, buildings or occupancies	Graphic or tabular	As addresses are assigned by City
Street Name Changes	CITY	Old name and new name of any official change of City street names	Graphic or tabular	Changes as assigned by City

**Attachment # 2**  
**to Agreement Between City of Monte Sereno and Santa Clara County [Agency Name] Dated [Date]**

**1. SCOPE OF ACCESS**

a. Remote access is the act of connecting to County of Santa Clara ("County") systems from a non-County system through a public network or non-County network infrastructure. Systems include personal computers, workstations, servers and/or any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices). County hereby grants remote access to the following County systems at the locations listed, collectively referred to as "IS," in accordance with the terms of the Agreement:

County Systems:    Web Hosted GIS Browser Services

All other access is prohibited.

b. Access is granted for the purpose of City providing services and performing its obligations as set forth in the Agreement including, but not limited to, supporting City-installed programs. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any penalty allowed by law.

c. Modifications to Access Right: County will review the scope of City's access rights periodically. In no instance will City's access rights be reduced, limited or modified in any way that prevents or delays City from performing its obligations set forth in the Agreement. Any modifications to these access rights must be mutually agreed to in writing by County and City.

**2. SECURITY REQUIREMENTS**

a. City will not install any remote access capabilities on any County owned or managed system or network unless such installation and configuration is approved in writing by County's and City's respective designees.

b. City may only install and configure remote access capabilities on County systems in accordance with industry standard protocols and procedures, which must be reviewed and approved by County's designee.

c. City will only remotely access County systems, including those connections initiated from a County system, if the following conditions are met:

1. City will submit documentation verifying its network security mechanisms to County for County's review and approval. The County requires advanced written approval of City's security mechanisms prior to City being granted remote access.

2. City security systems must include the following minimum control mechanisms:

- a. Two Factor Authentication: an authentication method that requires two of the following three factors to confirm the identity of the user attempting remote access. Those factors include: 1) something you possess (e.g., security token and/or smart card); 2) something you know (e.g., a personal identification number (PIN)); or 3) something you are (e.g., fingerprints, retina scan). The only exceptions are County approved County site to City site Virtual Private Network (VPN) infrastructure.
- b. Centrally controlled authorizations (permissions) that are user specific (e.g., access lists that limit access to specific systems or LANs).
- c. Audit tools that create detailed records/logs of access attempts.
- d. All systems used to remotely access County systems must have installed and activated industry-standard anti-virus and other security measures that might be required by the County (e.g., software firewall).
- e. Access must be established through a centralized collection of hardware and software centrally managed and controlled by County's and City's respective designees.

### **3. MONITORING/AUDIT**

County will monitor access to and activities on County owned or managed systems and networks. All remote access attempts to County networks and/or systems will be logged on a County managed and monitored system with the date, time, and user identification.

### **4. COPYING DELETING OR MODIFYING DATA**

**City is prohibited from copying, modifying, or deleting any data contained in or on any IS unless otherwise stated in the Agreement or unless City receives prior written approval from County. This does not include data installed by the City to fulfill its obligations set forth in the Agreement.**

### **5. CONNECTIONS TO NON-COUNTY NETWORKS AND/OR SYSTEMS**

City agrees to make every effort to protect County's data contained on County owned and/or managed systems and networks within City's control from unauthorized access. Prior written approval is required before City may connect County networks or systems to non-County owned and/or managed networks or systems. Such connections will be made in accordance with industry standard protocols and procedures as mutually agreed upon and will be timely approved in writing by County. All modem access and other forms of remote access, including, but not limited to, VPN access, will be made in accordance with mutually agreed upon industry standard protocols and procedures, which must be approved in writing by the County.

### **6. PERSON AUTHORIZED TO ACT ON BEHALF OF PARTIES:**

The following persons are the designees for purposes of this Agreement:

City: Title/ Designee Information Technology Manager / Jeff Gershaneck

County: Title/ Designee \_\_\_\_\_

Either party may change the aforementioned names and or designees by providing the other party with no less than three (3) business days prior written notice.



**7. REMOTE ACCESS BACK-UP MODEL:**

This Remote Access Back-Up Model will only be used in the event that the primary model selected below is inoperable. City will abide by the additional provisions relating to the back up model selected below in the event City utilizes the back up model.

**8. ACCESS MODELS:** City agrees to abide by the following additional provisions relating to the primary model selected as indicated below. Please mark appropriate box for each model or if a model is inapplicable, please check the box marked N/A.

**A. VPN - Site-to-Site**

Primary  Backup  N/A

City support staff will have 24x7 access to all City supported software, devices and systems (including applicable third party software products).

In addition to the above terms, the City agrees to the following:

1. Only staff providing services or fulfilling City obligations under the Agreement will be given remote access rights.
  
2. Only City supported software, devices and systems (including applicable third party software products) will be accessed.
  
3. An encryption method reviewed and approved by the County will be used. County is solely responsible and liable for any delay or failure of County, as applicable, to approve the encryption method to be used by City where such delay or failure causes City to fail to meet or perform, or be delayed in meeting or performing, any of its obligations under the Agreement.
  
4. City will be required to log all access activity to the County. These logs will be kept for a minimum of 90 days and be made available to County upon request.
  
5. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.

City will promptly report to Customer all system changes made via remote access.

**B. Manually Switched Dialup Modem**

Primary  Backup  N/A

In addition to the terms set forth elsewhere in this Agreement, the City agrees to the following:

1. City will use reasonable efforts to notify the County's Technical Services Manager or his/her designee in the following instances: at least ¼ hour prior to access to allow County to activate the modem connection and give estimated time connection will be required and when the access can be deactivated.
2. County acknowledges that City may not be able to provide certain of its services (including, but not limited to, implementation services, maintenance and support (including Standard Support Services) and training services) using this Remote Access Back-Up Model.
3. County is solely responsible and liable for any inability or delay in City performing its obligations under the Agreement where such inability or delay is caused by the use of this Remote Access Back-Up Model.
4. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.

#### **C. Client Based VPN/SSLVPN CRYPTOCard Authentication**

Primary  Backup  N/A

This equipment, known as the CRYPTOCard, is a product used to establish authentication of the City when accessing the Customer's facility through County provided VPN and/or SSLVPN capabilities.

Because the CRYPTOCard allows access to privileged or confidential information residing on the County's IS, the City agrees to treat the CRYPTOCard as it would a signature authorizing a financial commitment of a City every time the CRYPTOCard is used.

In addition to the above terms, the City agrees to the following:

1. The CRYPTOCard is a County-owned device, and will be labeled as such. The label must remain attached at all times.
2. The CRYPTOCard must be kept in a secured environment under the direct control of the City, such as a locked office where public or other unauthorized access is not allowed.
3. If the remote access equipment is moved to a non-secured site such as a repair location, the CRYPTOCard will be kept under City control.
4. The CRYPTOCard is issued to an individual employee of the City and may only be used by the designated individual.
5. If the CRYPTOCard is misplaced, stolen, or damaged, the City will notify County by phone within one (1) business day. The County contact is the County's [TITLE] or



Primary  Backup  N/A

A PIN number will be provided to the City to use as identification for remote access. The County's [TITLE] or his/her designee will verify the PIN number provided by the City. After verification the County's [TITLE] or his/her designee will give the City a one-time password which will be used to authenticate City when accessing the County's IS. All system changes will be subject to prior approval by County's [TITLE] or his/her designee. All remote access will be initiated only after a support case has been opened either by County or City.

Because the PIN number allows access to privileged or confidential information residing on the County's IS, the City agrees to treat the PIN number as it would a signature authorizing a financial commitment of a City executive every time the PIN number is used.

In addition to the above terms, City agrees to the following:

1. The PIN number is confidential, County-owned, and will be identified as such.
2. The PIN number must be kept in a secured environment under the direct control of the City, such as a locked office where public or other unauthorized access is not allowed.
3. If the remote access equipment is moved to a non-secured site such as a repair location, the PIN number will be kept under City control.
4. The PIN number can only be released to an authorized employee of the City and may only be used by the designated individual.
5. If the PIN number is compromised or misused, the City will notify the County's [TITLE] or his/her designee within one (1) business day.
6. City's use the PIN number as part their normal business operations and for legitimate business purposes only. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.
7. The PIN number will be issued to City following execution of this Agreement.
8. The PIN number will be inactivated by the County's [TITLE] or his/her designee within five (5) business days following contract termination, or upon written request of the County for any reason.

Rev. May 20, 2009

**ORDINANCE NO. NS-195**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTE SERENO  
ADDING SECTION 10.06.150 TO CHAPTER 10.06 OF TITLE 10 EXTENDING THE  
SECONDARY DWELLING UNIT AMNESTY PROGRAM**

**WHEREAS**, the City of Monte Sereno Housing Element adopted on June 1, 2010, includes as a goal encouraging secondary dwelling units as a way to meet the City's required housing needs; and

**WHEREAS**, establishing a Secondary Dwelling Unit Amnesty Program is intended to a) ensure that existing residential second units are safe and habitable; b) implement the Monte Sereno Housing Element; c) assist in meeting the City's housing needs by increasing the stock of legal and affordable housing; and d) encourage the development and permitting of secondary dwelling units; and

**WHEREAS**, secondary dwelling units have been permitted in the City of Monte Sereno since 1987, when the City Council adopted Ordinance NS-56, allowing accessory dwelling units in residential zoning districts; and

**WHEREAS**, the Secondary Dwelling Unit Amnesty Program will ensure that existing residential second units are safe and habitable by requiring compliance with standards based on tenant health and safety and appropriate for existing structures; and

**WHEREAS**, the City adopted an ordinance creating the Secondary Dwelling Unit Amnesty Program for a period of one year on July 16, 2013; and

**WHEREAS**, the City desires to extend the Secondary Dwelling Unit Amnesty Program; and

**WHEREAS**, the State CEQA Guideline Section 15282(h) statutorily exempts from environmental review the adoption of an ordinance regarding residential second units in single family and multifamily residential zones by a municipality to implement the provisions of State Government Code 65852.2 as set forth in Section 21080.17 of the Public Resources Code, ("CEQA"); and

**WHEREAS**, State Government Code 65852.2 provides for the adoption of an ordinance which encourages the creation of secondary dwelling units in residentially zoned areas, and includes ordinance provisions for the adoption of specific standards for residential second units.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTE SERENO AS FOLLOWS:**

**SECTION 1.** Chapter 10.06 of Title 10 is hereby amending by adding Section 10.06.150 to read as follows:

**“10.06.150. Secondary Dwelling Unit Amnesty Program**

Until December 31, 2015, owners of existing illegal residential second units which were constructed or otherwise in existence prior to July 1, 2014, may apply for a “Secondary Dwelling Unit Amnesty Permit” (“Permit”) subject to such rules and regulations as may be adopted by resolution of the City Council. If approved, the Permit shall convey legal nonconforming status on the secondary dwelling unit pursuant to Chapter 10.07 of the Monte Sereno Municipal Code.”

**Section 2. CEQA Compliance.** The City Council finds and determines that the enactment of this Ordinance is statutorily exempt from environmental review pursuant to the State CEQA Guideline Section 15282(h) as it is the adoption of an ordinance regarding residential secondary dwelling units in single family residential zones by a municipality to implement the provisions of State Government Code 65852.2 as set forth in Section 21080.17 of the Public Resources Code.

**Section 3. Effective Date. Posting.** This Ordinance shall be in full force and effect thirty (30) days from and after its passage and shall be posted within the City of Monte Sereno in three (3) public places.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision of such Ordinance and shall not affect the validity of the remaining portions thereof.

This Ordinance was introduced on the 2<sup>nd</sup> day of September, 2014, and passed and adopted on the 16<sup>th</sup> day of September, 2014, at a duly held meeting of the City Council of the City of Monte Sereno by the following votes:

AYES:  
NOES:  
ABSENT:

Approved: \_\_\_\_\_  
Burton Craig, Mayor

Attest: \_\_\_\_\_  
Andrea Chelemengos, City Clerk

Approved as to Form:

\_\_\_\_\_  
Kirsten M. Powell, City Attorney

**MEETING DATE**  
September 16, 2014

**REPORT TO MONTE SERENO CITY COUNCIL**  
Update on Tax Equity Allocation Efforts


**RECOMMENDATION:**

This report is for informational purposes. No action is necessary.

**BACKGROUND/DISCUSSION:**

Senate Bill (SB) 629, was introduced by Senator Beall in 2013 and was sponsored by the City of Monte Sereno and the other no-low property tax cities in the West Valley cities. SB 629 was intended to provide legislative relief to the tax inequity experienced by the Cities of Monte Sereno, Saratoga, Cupertino and Los Altos Hills. As the City Council is aware, SB 629 was placed on suspense in the Appropriations Committee and failed to pass out of the house of origin by the September 2013 deadline. After the 2013 legislative session, the Ad Hoc Committees and lobbyist met to discuss an agreeable strategy going forward. Based on past efforts, the Ad Hoc Committees and lobbyist agreed that without the support of the Senate and Assembly leadership and support from the Governor's Office, continued legislative effort will not be fruitful.

Therefore, rather than pursuing SB 629 as a stand-alone two-year bill in 2014, Senator Beall has continued to have conversations with his colleagues regarding fixing a number of cities' tax equity issues in one legislative vehicle. He hopes a combined effort will improve our chances of passing a legislative solution for TEA. Senator Beall was also pursuing a conversation with the Governor's Office to ascertain his willingness to address our concerns. Staff will continue to monitor and support the Senator's efforts towards tax equity allocation. At some point in time it may be of value to convene a meeting of the affected cities to reassess our efforts and strategy.

  
City Manager

**MEETING DATE**  
September 16, 2014

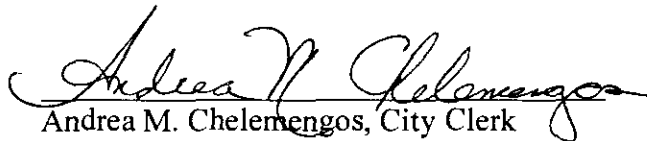
**REPORT TO MONTE SERENO CITY COUNCIL**  
Update on Site and Architectural Commissioner Recruitment

**RECCOMENDATION:**

Staff recommends the City Council receive the update on the City recruitment of Site and Architectural Commissioners.

**BACKGROUND/DISCUSSION:**

The Ordinance relative to the Site and Architectural Commission calls for a Commission consisting of five members each serving a term of two years. As of December 31, 2014, there will be three (3) open seats on the Commission. These terms will commence on January 1, 2015 and continued until December 31, 2016. Following this discussion, the City will begin its recruitment and will be accepting applications until 5:00 p.m., November 12, 2014, from interested residents who meet the criteria set forth in the Ordinance. Applicants must be residents and registered voters of the City of Monte Sereno. Staff proposes to place the matter of appointment on the Council's November 18, 2014 agenda.

  
Andrea M. Chelemengos, City Clerk

  
Approved by