



**DISCUSSION ITEM**

**Agenda Item # 10**

**AGENDA REPORT SUMMARY**

**Meeting Date:** November 30, 2021

**Subject:** Memorandum of Understanding between the City of Los Altos and the Los Altos Stage Company

**Prepared by:** Jolie Houston, City Attorney  
**Approved by:** Gabriel Engeland, City Manager

**Attachment(s):**

1. Draft Memorandum of Understanding between the City of Los Altos (City) and the Los Altos Stage Company (LASC)

**Initiated by:**  
City Council

**Previous Council Consideration:**  
November 9, 2021

**Fiscal Impact:**  
None at this time.

**Environmental Review:**

The adoption of the MOU is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15061(b)(3) Adoption of the MOU will not have a significant effect on the environment.

**Policy Question(s) for Council Consideration:**

- Does the Council wish to adopt a Memorandum of Understanding to set forth the City's and LASC's preliminary support for a theater to be located on one of the City's downtown parking plazas?

**Summary:**

- The purpose of this MOU is limited and will set forth the City's and LASC's preliminary support for a theater to be located on one of the City's downtown parking plazas (Project).
- LASC is considering options to utilize a City-owned Downtown parking plaza to be later identified (Project Property) for the Project.

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**Reviewed By:**

City Manager  
4887-905-2580  
JH\00000999  
**GE**

City Attorney  
**JH**

Finance Director  
**JE**

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- If approved, this MOU will:
  - allow LASC sufficient time to raise funding for a downtown theater;
  - require that the City refrain from selling or otherwise disposing of the Project Property for a period of not to exceed five (5) years;
  - not require the City to contribute any financial or staff resources and in no event will it be deemed or construed as a guaranty by the City that Project can or will be successfully developed for use by LASC or a community theater;
  - be expressly non-binding and will not commit the City to approving the Project; and
  - be subject to or superseded by any Federal, State, or local laws, including but not limited to, laws governing affordable housing and CEQA.

**Staff Recommendation:**

None. This was a Council direction.

**MEMORANDUM OF UNDERSTANDING  
THE LOS ALTOS STAGING COMPANY AND THE CITY OF LOS ALTOS**

This Memorandum of Understanding (MOU) is made as of \_\_\_\_\_, 2021, by and between the City of Los Altos, a municipal corporation of the State of California (City) and the Los Altos Stage Company, a 501(c)(3) Corporation (LASC), or hereinafter the Parties.

WHEREAS, on November 9, 2021, the Los Altos City Council (“City Council”) directed City staff to prepare a MOU under which the City would reserve a specified City-owned parking plaza for a certain number of years as a potential site for a community theater, in order to give LASC an opportunity to raise funds towards building a community theater;

WHEREAS, the City Council believes that a community theater would be a benefit to the community; and

WHEREAS, LASC currently has a Use Agreement with the City for the Bus Barn Theater, which is owned by the City and located at the Los Altos Civic Center site.

NOW THEREFORE the Parties hereby declare the following:

1. LASC is considering options to utilize the City-owned Downtown parking plaza (NEED TO INSERT SPECIFIC DESCRIPTION OF PARKING PLAZA NEXT TO WALGREENS attached hereto as Exhibit “A”) to develop a downtown theater (Project).
2. The City shall refrain from selling or otherwise disposing of the Property for a period of \_\_\_\_\_ years (not to exceed five (5) years after the date hereof), it being the intent of the Parties that the Property shall be reserved for the potential future construction of the Project.
3. LASC is expected to solicit funding for the Project, and the use of any such solicited funds that involves the City or any City-owned property would need to be covered in a separate agreement.
4. This MOU does not require the City to contribute any financial or staff resources and in no event shall the foregoing be deemed or construed as a guaranty by the City that Project can or will be successfully developed for use by LASC or a community theater.
5. This MOU does not sell, lease, license or in any way dispose of the Property.
6. The Parties further declare and further acknowledge that the City’s and LASC’s commitments are subject to the compliance with all legal requirements, including and but not limited to compliance with the California Environmental Quality Act (CEQA). Nothing in this MOU shall be construed to compel LASC or the City to approve or make any particular findings with respect to any environmental documentation that is prepared, pursuant to CEQA, for any portion of the Project.

The City retains full discretion to approve any CEQA documents prepared or to analyze environmental impacts or the Project.

7. This MOU is expressly non-binding and does not commit the City to approving the Project nor does it contain all of the terms and conditions related to the transaction contemplated herein.
8. This MOU or Project may be subject to or superseded by any Federal, State, or local laws, including but not limited to, laws governing affordable housing.

CITY OF LOS ALTOS

LASC

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Name: Gabriel Engeland  
Title: City Manager

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Name: Vicki Reeder  
Title: Board President

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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Name: Jolie Houston  
Title: City Attorney, Los Altos

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Name:  
Title: